

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
July 18, 2016 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 – June 2016

B. Minutes and Reports

1. Approval of Meeting Minutes from May 9, 2016
2. Approval of Meeting Minutes from June 13, 2016

C. Other

1. Approval of Resolution 1454 Approving Clairvoyant Brewing Company LLC T1 Participation Agreement (NTE \$65,000; Board Reviewed 06/13/2016)

12:05 IV. **ACTION ITEMS**

A. CONSIDER: Resolution 1453 Environmental Remediation Reimbursement Agreement- For remediation at 620 S. 9th Street (10 minutes).....Shellan Rodriguez

12:15 B. CONSIDER: Resolution 1455 T3 Transformative Assistance Participation Agreement and Purchase and Sale Agreement with BVGC Parcel B, LLC (20 minutes).....Shellan Rodriguez

V. **INFORMATION/DISCUSSION ITEMS**

12:35 A. Operations Report (5 minutes).....John Brunelle

12:40 B. Updated Parking Garage Design Standards (10 minutes).....Max Clark

12:50 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 06/01/2016 through 06/30/2016**

Board Officer Review

Payee	Description	ACH Date	Amount
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	1/0/1900	(9,539.50)
ABM/AMPCO	Parking Operations & Admin Exp - April 16	6/3/2016	150,313.38
ABM/AMPCO	Parking Operations & Admin Exp - May 16	6/24/2016	122,295.71
	Total Parking		<u>263,069.59</u>
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	6/8/2016	11,263.70
Idaho State Tax Commission	State Payroll Taxes	6/8/2016	2,043.00
CCDC Employees	Direct Deposits Net Pay	6/8/2016	28,099.89
PERSI	Retirement Payment	6/8/2016	10,930.22
EFTPS - IRS	Federal Payroll Taxes	6/22/2016	11,389.74
Idaho State Tax Commission	State Payroll Taxes	6/22/2016	2,051.00
CCDC Employees	Direct Deposits Net Pay	6/22/2016	28,645.14
PERSI	Retirement Payment	6/22/2016	11,052.18
	Total Payroll		<u>105,474.87</u>
Other:			
Idaho Power (autopayment)	May electricity bills - AutoPay	6/16/2016	117.73
Boise City Utility Bills (autopayment)	May Utilities - AutoPay	6/25/2016	443.36
Valley Regional Transit	MMC Expense	6/28/2016	25,901.16
US Bank Credit Cards	Credit Cards	6/7/2016	5,700.62
Paid Invoice's	Other Paid Invoice's	June 2016	<u>1,037,447.04</u>
Total Paid Invoices	Total Checks and Electronic payments		<u>1,069,609.91</u>
Grand Totals	Total Payments		<u>\$ 1,438,154.37</u>

Reviewed by:
Finance Director

Date:

7/13/16

Reviewed by:
Executive Director

Date:

7/13/16

Reviewed by:
Board Member

Date:

7/14/16

June 2016

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1034	A Company, Inc.	B-251428	Portable Restroom Rental	06/07/2016	375.00	61933	06/29/2016
Total 1034:					375.00		
3871	ABC Stamp Signs & Award	0492307	Employee Name Tag - Kat	06/15/2016	14.00	61934	06/29/2016
Total 3871:					14.00		
1139	American Cleaning Service	50510	Trailhead Cleaning - 12 Mo	06/01/2016	892.10	61904	06/07/2016
Total 1139:					892.10		
3559	Aurora Technical Consultin	2328	Cloud storage	06/01/2016	320.40	61905	06/07/2016
Total 3559:					320.40		
1274	BDPA Inc	JUNE 2016	Job Review	06/23/2016	180.00	61935	06/29/2016
Total 1274:					180.00		
1316	Blue Cross of Idaho	1612500001	Health Insurance - JUNE 2	06/01/2016	16,631.34	61898	06/01/2016
Total 1316:					16,631.34		
1385	Boise City Utility Billing	0447416001	1401 W Idaho St #0340300	06/01/2016	7.08	10229	06/25/2016
		0447416001	848 Main St # 0447416001	06/01/2016	5.78	10229	06/25/2016
		0548469002	CD 107 S 9th-Trash servic	06/01/2016	215.25	10229	06/25/2016
		0548469002	RM 107 S 9th-Trash servic	06/01/2016	146.37	10229	06/25/2016
		0548469002	WS 107 S 9th-Trash servic	06/01/2016	68.88	10229	06/25/2016
Total 1385:					443.36		
1418	Boise Metro Chamber of C	5766519	Leadership Boise Participa	06/15/2016	1,950.00	61936	06/29/2016
Total 1418:					1,950.00		
1424	Boise Office Equip - Servic	IN856225	Copier maintenance	06/01/2016	380.44	61906	06/07/2016
Total 1424:					380.44		
3857	Carew Co	1849	Grove Plaza Outreach	06/06/2016	1,156.25	61907	06/07/2016
Total 3857:					1,156.25		
1556	Caselle Inc.	72735	Contract support - JUNE 2	06/01/2016	787.33	61899	06/01/2016
Total 1556:					787.33		
3910	Chen, Joey	06.03.2016	2016 GFOA Annual Confer	06/03/2016	1,555.80	10223	06/03/2016
Total 3910:					1,555.80		
3909	City of Many Trees LLC	386	8th Street, Broad to Myrtle,	05/16/2016	567,405.00	61908	06/07/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3909:					567,405.00		
2474	Clark, Max	05.24.2016	Travel Reimbursement - N	05/24/2016	323.10	10221	06/08/2016
Total 2474:					323.10		
1703	CSHQA	28693	Final Design, Construction	05/31/2016	11,501.90	61937	06/29/2016
		28694	5th Street Julia Davis Park	05/31/2016	1,129.60	61937	06/29/2016
Total 1703:					12,631.50		
1787	Downtown Boise Associati	1264	CD Clean Team	05/30/2016	2,193.63	61909	06/07/2016
		1264	RM Clean Team	05/30/2016	1,491.67	61909	06/07/2016
		1264	WS Clean Team	05/30/2016	701.96	61909	06/07/2016
		1265	8th St Clean Team	05/31/2016	546.00	61909	06/07/2016
Total 1787:					4,933.26		
1838	Elam & Burke P.A.	162872	Carley Project (5th & Front)	05/31/2016	675.00	61938	06/29/2016
		162874	Afton Project	05/31/2016	646.00	61938	06/29/2016
		162875	Multi-Modal Center	05/31/2016	142.00	61938	06/29/2016
		162876	CD Closeout	05/31/2016	160.00	61938	06/29/2016
		162878	Civic Partners Developmen	05/31/2016	1,565.90	61938	06/29/2016
		162879	The Fowler	05/31/2016	71.00	61938	06/29/2016
		162880	1401 W Idaho Property Dis	05/31/2016	445.00	61938	06/29/2016
		162881	GBAD Projects	05/31/2016	2,337.00	61938	06/29/2016
		162882	Parcel B Hotel Project	05/31/2016	440.00	61938	06/29/2016
		162883	401- Parking Matters	05/31/2016	476.00	61938	06/29/2016
		162884	101-0 General	05/31/2016	330.55	61938	06/29/2016
		162885	305 HB 606 Issues - CD	05/31/2016	185.00	61938	06/29/2016
		162886	Grove Plaza	05/31/2016	80.60	61938	06/29/2016
		162887	305-1 RM Implement	05/31/2016	1,922.00	61938	06/29/2016
		162888	101-0 - Legislation	05/31/2016	531.00	61938	06/29/2016
		162889	305-2 Westside	05/31/2016	120.00	61938	06/29/2016
		162890	Gateway District	05/31/2016	284.00	61938	06/29/2016
Total 1838:					10,411.05		
1898	Fiberpipe	1817-17284	Email, Audio, & Domain	06/01/2016	64.90	61910	06/07/2016
Total 1898:					64.90		
3807	FreedomVoice Systems	2016-060105	Monthly Service	06/01/2016	535.14	61911	06/07/2016
Total 3807:					535.14		
3916	Fund Raisers Ltd.	45469	1st Generation Brick Engra	06/02/2016	54,881.40	61912	06/07/2016
Total 3916:					54,881.40		
3931	Gjording Fouser	16059	Legal Services for Constru	05/31/2016	18.50	61939	06/29/2016
Total 3931:					18.50		
3695	Guho Corp.	160101020-0	CMGC Contract - LIV Distri	05/31/2016	11,634.40	61940	06/29/2016
		160101020-0	CMGC Contract - LIV Distri	05/31/2016	5,260.20	61940	06/29/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		160101020-0	CMGC Contract - LIV Distri	05/31/2016	251.22	61940	06/29/2016
Total 3695:					17,145.82		
3732	Hi Tech Color LLC	82579	Grove Construction Detour	06/06/2016	428.00	61941	06/29/2016
		82650	Grove Construction Detour	06/08/2016	295.00	61941	06/29/2016
Total 3732:					723.00		
2129	Idaho Blueprint & Supply C	401533	Sticky Back for Testing Sid	05/25/2016	7.48	61913	06/07/2016
Total 2129:					7.48		
2165	Idaho Power	2200406607	9th St outlets #220040660	05/31/2016	3.54	10227	06/16/2016
		2200910368	617 S Ash #2200910368	05/31/2016	10.31	10227	06/16/2016
		2201627995	9th & State # 2201627995	05/31/2016	3.54	10227	06/16/2016
		2202934903	8th St lights #2202934903	05/31/2016	50.92	10227	06/16/2016
		2205983212	Grove Vault #2205983212	05/31/2016	49.42	10227	06/16/2016
		2221856442	1401 W Idaho 2221856442	05/31/2016	129.92	61914	06/07/2016
Total 2165:					247.65		
3900	Idaho Records Manageme	0114967	Records Storage	06/02/2016	80.04	61915	06/07/2016
Total 3900:					80.04		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	05/20/2016	10.66	61916	06/07/2016
Total 2240:					10.66		
2261	International Parking Institu	POR-006358	IPI Membership	06/01/2016	595.00	61900	06/01/2016
Total 2261:					595.00		
3966	Involta	0018052	Website Hosting Services	06/01/2016	881.00	61917	06/07/2016
Total 3966:					881.00		
3971	ISS River Partners LLC	IDAHO SELF	Type 1 Agreement - Idaho	06/15/2016	29,914.00	61942	06/29/2016
Total 3971:					29,914.00		
2288	Jensen Belts	1527-10	Update Downtown Streetsc	05/31/2016	301.80	61932	06/07/2016
		1603-4	2016 LIV District Public Infr	05/31/2016	27,683.25	61932	06/07/2016
Total 2288:					27,985.05		
3922	Kevin Martin	05.24.2016	Reimbursement for Board	05/24/2016	13,441.50	10225	06/06/2016
		05.31.2016	Spring 2016 Tuition Reimb	05/31/2016	1,790.00	10219	06/02/2016
Total 3922:					15,231.50		
3913	Kimley-Horn and Associate	191934001-0	Strategic Parking Plan	05/31/2016	520.50	61943	06/29/2016
		7913659	Parking System Rebrandin	05/31/2016	4,489.00	61943	06/29/2016
Total 3913:					5,009.50		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3819	Level 3 Communications L	44704363	Internet & Data	06/17/2016	669.20	61944	06/29/2016
Total 3819:					669.20		
3950	McAlvain Construction Inc.	115013-06	Grove Bricks and Pre Cons	05/01/2016	25,292.33	61918	06/07/2016
		115013-06	Grove Bricks and Pre Cons	05/01/2016	37,911.07	61918	06/07/2016
		115013-06	Grove Bricks and Pre Cons	05/01/2016	.01	61918	06/07/2016
		115013-08A	Grove Construction	05/31/2016	95,010.23	61945	06/29/2016
Total 3950:					158,213.64		
3767	neurilink llc	25159	microphone repair	06/16/2016	195.00	61946	06/29/2016
Total 3767:					195.00		
3969	Pacific Backflow LLC	16-2009	Backflow Test - 516 S 9th	05/13/2016	115.50	61919	06/07/2016
Total 3969:					115.50		
2774	Pro Care Landscape Mana	7963	5th & Front Weed Control	05/25/2016	205.00	61920	06/07/2016
		7964	617 Ash Street Lawn	05/25/2016	244.50	61920	06/07/2016
		7965	621 & 647 ASH Street Steri	05/25/2016	203.00	61920	06/07/2016
		7966	8th Street Corridor - Sprinkl	05/25/2016	492.90	61920	06/07/2016
		7967	9th and Grove Plaza	05/25/2016	255.00	61920	06/07/2016
		7968	Pioneer Street Green	05/25/2016	470.96	61920	06/07/2016
		7969	Plumb St Property	05/25/2016	89.00	61920	06/07/2016
Total 2774:					1,960.36		
3896	Rim View LLC	160040	Trailhead Plumbing Repair	06/15/2016	2,060.00	61947	06/29/2016
		JUNE 2016	Monthly Rent and NNN - Tr	06/01/2016	12,085.02	61901	06/01/2016
Total 3896:					14,145.02		
2888	Roper Investments	MAY2016	Capitol Terrace Condo billi	05/31/2016	2,825.97	61931	06/07/2016
Total 2888:					2,825.97		
3891	Ross Borden	06.03.2016	GFOA - Toronto Expense	06/03/2016	431.52	10224	06/06/2016
Total 3891:					431.52		
3542	Security LLC - Plaza 121	JUNE 2016	Office rent - JUNE 2016	06/01/2016	9,884.62	61902	06/01/2016
Total 3542:					9,884.62		
3029	State Insurance Fund	13699390	Premium Adjustment	05/26/2016	1,059.00	61921	06/07/2016
Total 3029:					1,059.00		
3242	Suez Water Idaho	0600459554	1401 W Idaho St #0600459	05/31/2016	16.96	61922	06/07/2016
Total 3242:					16.96		
3831	The Land Group Inc.	0136398	ALTA Survey for Ash Stree	05/31/2016	2,322.00	61923	06/07/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3831:					2,322.00		
3907	Total System Services	96693	HVAC Agreement @ Trailh	05/25/2016	99.56	61924	06/07/2016
Total 3907:					99.56		
3693	Trademark Sign Company	2456	Board Member Photo's	06/10/2016	262.50	61948	06/29/2016
Total 3693:					262.50		
3170	Treasure Valley Coffee Inc.	04534145	Cooler Rental	06/14/2016	75.00	61949	06/29/2016
		04556245	Coffee & tea	06/03/2016	70.35	61925	06/07/2016
		04557781	Coffee & tea	06/27/2016	145.85	61949	06/29/2016
		04574289	Coffee	06/16/2016	68.60	61949	06/29/2016
Total 3170:					359.80		
3233	United Heritage	02014-01 JU	Disability insurance - June	06/01/2016	588.20	61926	06/07/2016
Total 3233:					588.20		
3479	US Bank - Copier Lease	304878655	Copier Contr #500-037566	06/01/2016	421.88	61903	06/01/2016
Total 3479:					421.88		
3835	US Bank - Credit Cards	05.25.2016	BH-Baldwin Lock & Key G.	05/25/2016	2.07	10222	06/07/2016
		05.25.2016	BH-PODS Boise Storage	05/25/2016	176.14	10222	06/07/2016
		05.25.2016	BH-Ada County Landfill Di	05/25/2016	22.00	10222	06/07/2016
		05.25.2016	DL-SHRM Membership M	05/25/2016	190.00	10222	06/07/2016
		05.25.2016	DL-Whole Foods Boise My	05/25/2016	131.69	10222	06/07/2016
		05.25.2016	JB-Ketchum Grill Sun Vall	05/25/2016	98.08	10222	06/07/2016
		05.25.2016	SJ-Office Depot File Folde	05/25/2016	45.97	10222	06/07/2016
		05.25.2016	SJ-Main Street Deli Board	05/25/2016	77.18	10222	06/07/2016
		05.25.2016	SJ-Berryhill Grove Plaza R	05/25/2016	144.16	10222	06/07/2016
		05.25.2016	SJ-Varidesk Stand-Up Des	05/25/2016	195.00	10222	06/07/2016
		05.25.2016	SJ-Albertsons Kitchen Sup	05/25/2016	12.19	10222	06/07/2016
		05.25.2016	SJ-Mixed Greens Birthday	05/25/2016	40.28	10222	06/07/2016
		05.25.2016	SJ-Custom Creative Plastic	05/25/2016	149.18	10222	06/07/2016
		05.25.2016	SJ-Varidesk Stand-Up Des	05/25/2016	395.00	10222	06/07/2016
		05.25.2016	SJ-Varidesk Stand-Up Des	05/25/2016	395.00	10222	06/07/2016
		05.25.2016	SJ-Varidesk Stand-Up Des	05/25/2016	395.00	10222	06/07/2016
		05.25.2016	SJ-Bleubird Exec. Comm.	05/25/2016	51.64	10222	06/07/2016
		05.25.2016	MW-Berryhill Interview Coff	05/25/2016	4.77	10222	06/07/2016
		05.25.2016	MW-Berryhill Interview Coff	05/25/2016	7.86	10222	06/07/2016
		05.25.2016	RB-GFOA GFOA Confere	05/25/2016	40.00	10222	06/07/2016
		05.25.2016	RB-United Airlines GFOA	05/25/2016	393.33	10222	06/07/2016
		05.25.2016	RB-Delta GFOA Conferen	05/25/2016	233.10	10222	06/07/2016
		05.25.2016	RB-upexpress.com GFOA	05/25/2016	19.09	10222	06/07/2016
		05.25.2016	MC-PIPTA Membership	05/25/2016	50.00	10222	06/07/2016
		05.25.2016	MC-Gaylord Hotel IPI Conf	05/25/2016	30.00	10222	06/07/2016
		05.25.2016	MC-Gaylord Hotel IPI Conf	05/25/2016	922.00	10222	06/07/2016
		05.25.2016	MW-NIGP NIGP Conferen	05/25/2016	785.00	10222	06/07/2016
		05.25.2016	MW-Alias Coffee House Int	05/25/2016	10.06	10222	06/07/2016
		05.25.2016	MW-Berryhill Interview Coff	05/25/2016	7.86	10222	06/07/2016
		05.25.2016	JB-Sun Vally Hotel Sun Va	05/25/2016	153.14	10222	06/07/2016
		05.25.2016	JB-LinkedIn Premium Me	05/25/2016	29.99	10222	06/07/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		05.25.2016	JC-DK Donuts Budget Kick	05/25/2016	14.44	10222	06/07/2016
		05.25.2016	KM -Sun Valley Hotel Pat	05/25/2016	153.14	10222	06/07/2016
		05.25.2016	MC-Int. Park Inst. IPI Conf	05/25/2016	299.00	10222	06/07/2016
		05.25.2016	MC-MAI THAI Idaho Power	05/25/2016	27.26	10222	06/07/2016
	Total 3835:				5,700.62		
3266	Valley Regional Transit	18567	Local Capital - April - MMC	04/30/2016	691.04	10220	06/06/2016
		18683	Bus Passes	06/04/2016	540.00	61950	06/29/2016
		18734	Local match contribution-M	05/31/2016	25,901.16	10226	06/28/2016
	Total 3266:				27,132.20		
3841	VoiceText Communications	05.22.16-532	Conference calls	05/22/2016	6.67	61927	06/07/2016
		05.31.16-545	Conference calls	05/31/2016	2.44	61951	06/29/2016
	Total 3841:				9.11		
3365	Westerberg & Associates	186	Legislative Advisement Ser	05/31/2016	2,000.00	61928	06/07/2016
	Total 3365:				2,000.00		
3374	Western States Equipment	IN000028415	Bldg 8 generator monthly i	05/12/2016	252.50	61929	06/07/2016
		IN000034134	Bldg 8 generator monthly i	05/18/2016	223.00	61929	06/07/2016
		IN000043185	Bldg 8 generator inspection	05/31/2016	252.50	61929	06/07/2016
		IN000045922	Generator - Repair Fuel Sy	06/07/2016	4,966.93	61952	06/29/2016
	Total 3374:				5,694.93		
3852	Worrell Communications L	4025	The Grove Brick Program	05/30/2016	726.75	61930	06/07/2016
		4026	The Grove Brick Program	05/30/2016	6,935.71	61953	06/29/2016
		4026	The Grove Brick Program	05/30/2016	6,935.71-	61953	06/29/2016
		4026	The Grove Brick Program	05/30/2016	250.00	61953	06/29/2016
		4026B	CCDC website redesign an	05/30/2016	375.00	61953	06/29/2016
		4026C	Strategic Communications	05/01/2016	812.50	61953	06/29/2016
		4026D	Grove 2.0 Construction	05/31/2016	1,382.50	61953	06/29/2016
		4027	West End Strategic Comm	05/30/2016	1,312.50	61953	06/29/2016
	Total 3852:				4,859.25		
3419	Zimmer Gunsul Frasca Arc	96606	Broad Street Improvement	05/01/2016	15,902.02	61954	06/29/2016
		96606	Broad Street Design	05/01/2016	41,020.48	61954	06/29/2016
	Total 3419:				56,922.50		
	Grand Totals:				1,069,609.91		

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
May 9, 2016 12:00 p.m.

I. CALL TO ORDER:

Chairman Hale convened the meeting with a quorum at 12:04 p.m.

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

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Mary Watson, Contracts Manager; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Laura Williams, Project Specialist; Sarah Jones, Administrative Assistant, Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes/additions to the agenda.

III. CONSENT AGENDA:

Commissioner Eberle moved to approve the consent agenda. Commissioner Shalz seconded the motion.

The consent agenda included:

- A. Expenses
 - 1. Approval of Paid Invoice Report – April 2016
- B. Minutes & Reports
 - 1. Approval of Meeting Minutes from March 29, 2016
 - 2. Approval of Meeting Minutes from April 11, 2016
- C. Other
 - 1. Approval of Resolution 1441 Approval of T1 Participation Agreement for Riverstone Building (*NTE \$43,000, Board Reviewed 4/11/2016*)
 - 2. Approval of Resolution 1442 Approval of T1 Participation Agreement for Idaho Self Storage (*NTE \$30,000, Board Reviewed 4/11/2016*)
 - 3. Approval of Resolution 1443 Approval of T1 Participation Agreement for Paulsen Building (*NTE \$150,000, Board Reviewed 12/14/2015*)

Commissioner McLean abstained from voting on Resolution 1443 Approval of T1 Participation Agreement for Paulsen Building

All said Aye. The motion carried 7-0.

IV. ACTION ITEMS

A. Resolution of Commendation for Board Service

Chairman Hale and Board Commissioners thanked outgoing board Commissioners Lauren McLean and David Eberle, for their service on the CCDC Board of Directors.

Commissioner Zuckerman moved to approve Resolution 1447 and 1448. Commissioner Shalz seconded the motion.

The motion carried 7-0.

B. CONSIDER: Q2/YTD Thru March 31, 2016 Financial Report

Ross Borden, Finance Director, gave a report

Commissioner Zuckerman moved to accept the year-to-date Financial Report through the second quarter of the current fiscal year, 2016. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

C. CONSIDER: Ada County Assessor's Annual Report

Bob McQuade, Ada County Assessor, gave a report.

No action required.

D. CONSIDER: Public Hearing for Revised Garage Naming Policy

Chairman Hale opened the public comment period at 12:27p.m. There were no public comments. Chairman Hale closed the public comment period at 12:33p.m.

E. CONSIDER: Resolution 1445 Adopting Revised Garage Naming Policy

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

Commissioner Zuckerman moved to approve Resolution #1445 adopting a revised garage naming policy; and changing the names of the six public parking garages owned by CCDC to the intersection based names suggested. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

F. CONSIDER: CCDC Capital Improvement Plan 2016-2020 Amendment

Todd Bunderson, Development Director, gave a report.

Commissioner Zuckerman moved to approve the CIP Amendment as presented. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 7-0.

G. CONSIDER: Resolution 1440 Approve the Grove Plaza Renovation CMGC Contract Amendments: GMP-2 Additional Pre-construction Services and CMP-3 The Guaranteed Maximum Price for Construction Services

Doug Woodruff, Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1440, approving Amendment No.2 and Amendment No.3 to the CMGC Contract with McAlvain Construction. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

H. CONSIDER: Resolution 1414 Master Agreement By and Between Greater Boise Auditorium District and Capital City Development Corp

Doug Woodruff, Project Manager, gave a report

Commissioner Zuckerman moved to adopt Resolution 1414, approving the Master Agreement by and between the Capital City Development Corp. and Greater Boise Auditorium District. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

I. CONSIDER: Resolution 1444 Approval of T2 and T4 Participation Agreement for public improvements associated with the proposed Apartments at 5th & Idaho

Shellan Rodriguez, Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1444 Approval of Type 2 General Assistance Participation Agreement and Type 4 Public Private Partnership Participation Agreement for the 5th and Idaho Apartments. Commissioner seconded the motion.

All said Aye. The motion carried 7-0.

J. CONSIDER: Resolution 1412 Approval of T3 Participation Agreement for Simplot/JUMP

Matt Edmond, Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1412 authorizing the execution of the Type 3 Transformative Assistance Participation Agreement for the JR Simplot Company Offices and JUMP project. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

K. CONSIDER: Resolution 1446 Approving the Termination Agreement and Mutual Release between CCDC and Civic Partners.

John Brunelle, Executive Director, gave a report.

Commissioner Zuckerman moved the adoption of Resolution 1446 approving the Termination Agreement and Mutual Release between Civic Partners, CCDDC, and Ada County. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 7-0.

V. INFORMATION/DISCUSSION ITEMS:

A. Operations Report

John Brunelle, CCDDC Executive Director, gave a report.

B. Strategic Parking Plan Summary & Next Steps

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

VI. ADJOURN

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

All said Aye. The meeting was adjourned at 1:37p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE ____ day of _____, 2016.

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
June 13, 2016 12:00 p.m.

I. CALL TO ORDER:

Chairman Hale convened the meeting with a quorum at 12:02 p.m.

Present were: Commissioner David Scot Ludwig, Commissioner Dana Zuckerman, Commissioner Pat Shalz, Commissioner Ben Quintana, Commissioner Ryan Woodings, Commissioner Maryanne Jordan, Commissioner David Bieter, and Commissioner John Hale. Commissioner Pearson was absent.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Mary Watson, Contracts Manager; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Laura Williams, Project Specialist; Sarah Jones, Administrative Assistant, Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes.

Chairman Hale welcomed three newly appointed Commissioners to the CCDC Board of Directors. Commissioner Maryanne Jordan, Commissioner Scot Ludwig, and Commissioner Ben Quintana.

III. CONSENT AGENDA:

Commissioner Zuckerman moved to approve the consent agenda. Commissioner Shalz seconded the motion. Motion carried 8-0

The consent agenda included:

A. Expenses

1. Approval of Paid Invoice Report – May 2016

B. Other

1. Approval of Resolution 1449 Approving Amended Professional Service Agreement for Zimmer Gunsul Frasca Architects, LLP (*Add \$49,962; original contract June 2015*)
2. Approval of Resolution 1450 Approving the First Amendment of the T3 Agreement with The Roost Project, LLC for Broad Street Improvements (*Reduce by \$95,000; Board Approved T3 Agreement August 10, 2015*)

3. Approval of Resolution 1451 T4 Agreement Amendment for City of Boise Broad Street Geothermal Extension (*NTE \$500,000; original agreement May 12, 2015*)
4. Approval of Resolution 1452 Approving Amendment to the CM/GC Contract with Guho Corp. for Early Procurement of Geothermal Pipe and Fittings for Broad Street (*NTE \$288,690; original CM/GC Contract executed March 27, 2016*)

IV. ACTION ITEMS

A. CONSIDER: Designation of BVCG Parcel B, LLC as a Type 3 Project

Todd Bunderson, CCDC Development Director, gave a report. Dave Wali, Gardner Company, and Jeff Wardle, Gardner Company also gave a report.

Commissioner Zuckerman moved to designate this project as a Type 3 special assistance project and direct staff to negotiate the finalized terms for the proposed BVCG Parcel B for future Board review and approval. Commissioner Shalz seconded.

The motion carried 8-0

B. CONSIDER: Designation of Clairvoyant Brewery, LLC as a Type 1 Project

Shellan Rodriguez, CCDC Project Manager, gave a report

Commissioner Zuckerman moved to direct staff to negotiate a Type 1 Participation Agreement for the proposed Clairvoyant Brewery, LLC for future Board review and approval. Commissioner Shalz seconded the motion.

The motion carried 8-0

V. INFORMATION/DISCUSSION ITEMS:

A. Hayman House conveyance/Ash Street RFQ outline

Shellan Rodriguez, CCDC Project Manager, gave a report

B. Transportation Action Plan

Max Clark, CCDC Parking & Facilities Manager, gave a report. Daren Fluke of the City Comprehensive Planning Team also gave a report.

C. Parking Strategic Plan Updates

Max Clark, CCDC Parking & Facilities Manager, gave a report

D. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. ADJOURN

The meeting was adjourned at 2:02p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE ____ day of _____, 2016.

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

Agenda Subject: Resolution No. 1454 Approval of the Type 1 Streetscape Grant Participation Agreement for Clairvoyant Brewing Company LLC reimbursement of public streetscape improvements for a brewery and tasting room retrofit located at 2800 W. Idaho Street in the 30 th Street Area URD.		Date: 7/18/16
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1454	
Action Requested: Adopt Resolution No. 1454 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Clairvoyant Brewing Company LLC.		

Background:

Clairvoyant Brewing Company LLC is renovating a building into a brewery and tasting room on the corner of Idaho and 28th street in the 30th Street Area URD (West End). The building’s previous use was an auto repair and glass shop. The brewery will be approximately 3,800 SF will include a 5-barrel brewing area, 27-seat tasting room, an outdoor patio, and two offices.

Clairvoyant Brewing Company LLC is requesting CCDC participation through the Type 1 Streetscape Grant Program for public streetscape improvements on West Idaho Street and 28th Street for approximately \$65,000. Improvements include lighting, landscaping, and sidewalks. The streetscapes are designed to be consistent with the City Streetscape Standards Manual and they will be using the specified West End Furnishings.

The Type 1 Program is designed to help smaller projects and is intended to “assist smaller projects on their own schedule often triggered by tenant improvements.” This is the first Type 1 Application for the West End, and the project fits the program’s intentions as well as meets the Master Plan goals for the West End. The redevelopment of this smaller property helps build neighborhood character, an important aspect of the West End plan, will expand employment opportunities in the area, and will provide a fun and lively pedestrian experience.

Project Summary & Timeline:

- Located 2800 W. Idaho Street (30th Street Area URD/ West End)
- 3,800 SF for brewery, tasting room, and offices
- 3 surface parking spaces
- \$415,000 in Total Development Costs
- February 2016: Approved, Design Review (streetscapes and grain silo construction)

- September 2015: Building Permits issued (interior renovation)
- June 13, 2016: CCDC Board designated at Type 1 Project
- Fall 2016: Estimated Completion
- July 2017: Agreement term ends (12 months from contract date)

Fiscal Notes:

Preliminary information indicates the project will be requesting approximately \$65,000.

This request falls within the budgeted amount for Type 1 Streetscape Grants specified in the 2016-2020 CIP in the River Myrtle District for FY 2016.

Preliminary estimates indicate the project will generate approximately \$1,343 annually in tax increment revenue after completion beginning in fiscal 2018, with a total of approximately \$21,492 over the life of the district.

Staff Recommendation:

Adopt Resolution No. 1454 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Clairvoyant Brewing Company LLC.

Suggested Motion:

I move to adopt Resolution No. 1454 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Clairvoyant Brewing Company LLC.

RESOLUTION NO. 1454

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 CLAIRVOYANT BREWING COMPANY 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, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Area Plan and making certain findings;

WHEREAS, CLAIRVOYANT BREWING COMPANY LLC ("Clairvoyant Brewing Company") owns or controls certain real property (the "Site") located in the 30th Street Urban Renewal District ("30th Street District"), as created by the 30th Street Plan;

WHEREAS, Clairvoyant Brewing Company intends to renovate and retrofit a 3,800 s.f. auto garage and service center into a brewery and tasting room on the Site and desires to make certain public improvements (the "Project");

WHEREAS, the Agency has in place a Participation Program which includes the Type 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 Clairvoyant Brewing Company whereby Clairvoyant Brewing Company will construct the Project and the Agency will reimburse Clairvoyant Brewing Company 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 Agreement with Clairvoyant Brewing Company;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement 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 July 18, 2016, 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 July 18, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 18, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary



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 the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Clairvoyant Brewing Company LLC, an Idaho limited liability company (“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 2800 West Idaho Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including renovating and retrofitting an auto garage and service center into a 3,800 square foot brewery and tasting room (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 Design Standards and Guidelines (“Streetscape Standards”) to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant’s Project and the Streetscape Project are located in the 30th Street Area Urban Renewal District (“West End”). The CCDC Board of Commissioners and Boise City Council have adopted the 30th Street Area Urban Renewal Project (the “Plan”) which includes streetscape standards for the West End.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape and Furnishing Standards in the Plan. The Streetscape Project will contribute to enhancing and revitalizing the West End.

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 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.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and 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 been completed in compliance with this Agreement.

- a. At CCDCs sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance.

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 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 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 thirty (30) 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 the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$65,000. 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 thirty (30) 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. CCDC may require proof of completion at CCDC's sole discretion.
- d. 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 River Myrtle 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 reasonably 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 charges 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: Ryan Kowalczyk, Manager
1625 West Bannock Street
Boise, Idaho 83702
208-890-1247
Ry6000@gmail.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@ccdco Boise.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 attorney 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 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 shall, at Participant’s expense, 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:

Capital City Development Corporation

John Brunelle, Executive Director


Date _____

APPROVED AS TO FORM



PARTICIPANT:

Clairvoyant Brewing Company LLC



Ryan Kowalczyk, Manager

Date Jun 20th 2016

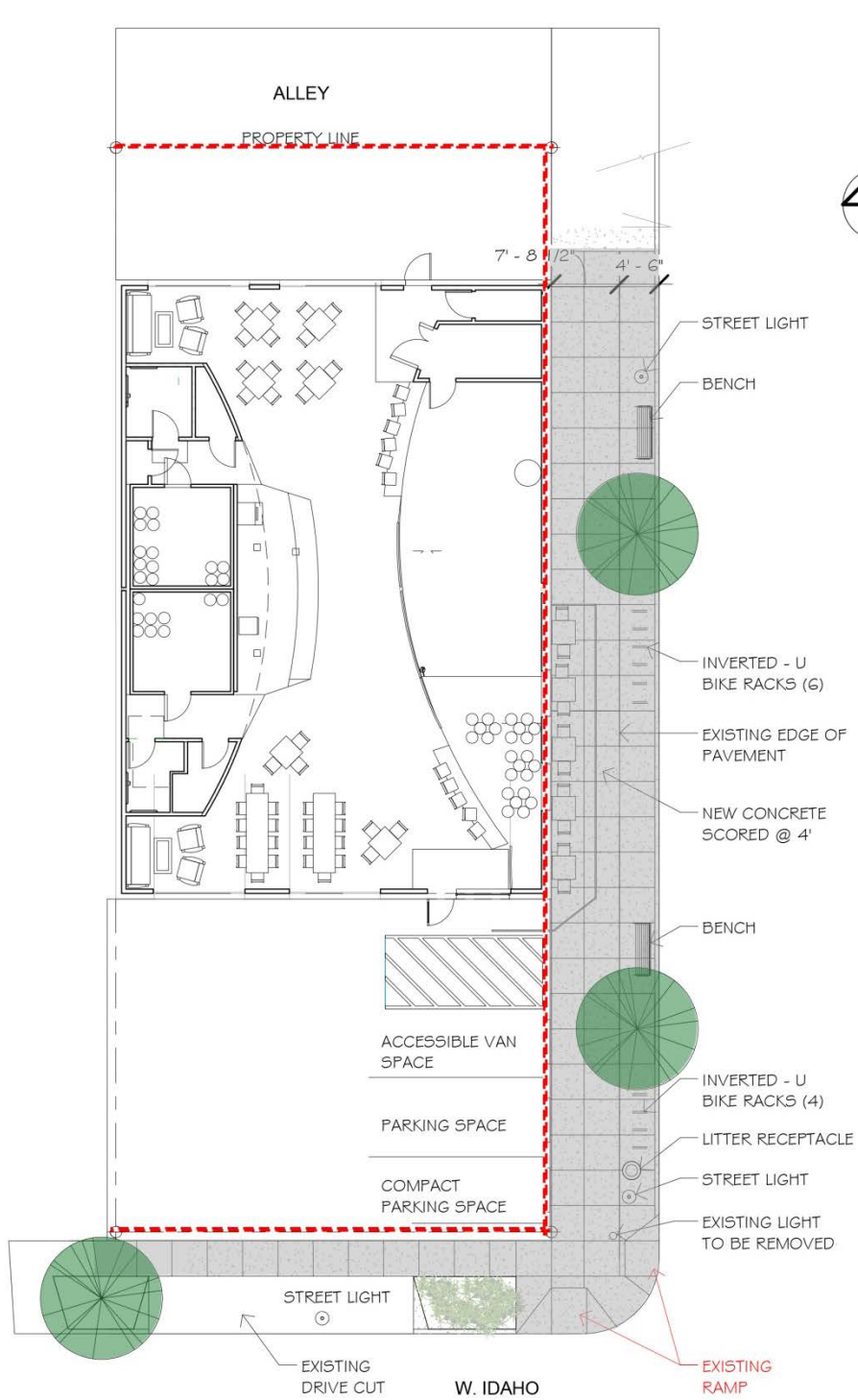
Exhibits

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

Exhibit A: Project Site Map



Exhibit B: Streetscape Project Plan



TROUT ARCHITECTS CHARTERED
 110 N. 27th STREET
 BOISE, ID 83702
 (208) 344-8646



NORTH

12/21/2015

28TH STREET

CLAIRVOYANT BREWERY

CCDC Site Plan
 Scale 1/8" = 1'-0"

Exhibit C: Schedule of Eligible Costs

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
<i>Project Name: Clairvoyant Brewery</i>		<i>Plan Date:</i>		<i>Prepared By: CCDC</i>	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	Yard	850	6	5,100
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Existing Power Line Removal	0	900	1	900
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	8,000	1	8,000
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	2,000	1	2,000
SITUATIONAL FURNISHINGS:					
13	Street trees	0	800	3	2,400
14	Tree grates & frames	0	500	3	1,500
15	Trench drain cover	0	0	0	0
16	Historic street light	0	9,867	3	29,600
17	Bench	0	1,240	2	2,480
18	Bike rack	0	300	10	3,000
19	Litter receptacle	0	950	1	950
20	Installation of Furnishings	0	500	1	500
OTHER:					
21	Asphalt repair	0	0	0	0
22	Concrete curb cut	0	0	0	0
23	Vertical curb and gutter (6")	0	0	0	0
24	Meyers cabinet	0	0	0	0
25	Electric meter	0	3,000	1	3,000
26	Undergrounding Utilities	0	0	0	0
27	ID Power Hook Up - Streetlights	0	1,600	1	1,600
28	Contingency for City Standard Furnishings and Larger Caliper Trees	0	3,970	1	3,970
TOTAL ELIGIBLE COSTS:					65,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					



AGENDA BILL

Agenda Subject: Resolution # 1453 Approval of Environmental Remediation Reimbursement Agreement for 620 S. 9 th Street, The Afton Phase II		Date: July 18, 2016
Staff Contact: Shellan Rodriguez	Attachments: 1- Site Map 2- Resolution #1453	
Action Requested: Approve Resolution #1453 to authorize staff to finalize the Environmental Remediation Agreement.		

Background:

CCDC currently owns the parcel that is slated to become Phase II of The Afton, addressed as 620 S. 9th Street. The site is a construction staging area for Phase I. Phase I includes 28 residential condominium units, 42 garage parking spots, and approximately 5,200 SF of retail space. Phase II includes 36 condominiums, garage parking and approximately 3,000 s.f. of retail. Developer has an option to purchase Parcel 2 from CCDC for \$935,000 as per the Disposition and Development Agreement dated October 24, 2014.

The Phase I construction is nearly 50% complete with a goal to be 100% complete in early 2017. Phase I's construction costs exceeded the budget by approximately 20%. Of the overruns, about \$200,000 was due to contaminated soil that requires additional disposal fees. The contamination was unknown to CCDC and the developer at the time of purchase and at the time the Re-use appraisal was completed. In total Phase I environmental analysis and remediation costs roughly \$285,000, all of which was paid for by the developer.

The developer is proposing to utilize the same financing structure for Phases II of The Afton. The lender, Bank of the Cascades, and investors are requiring assurances regarding soil contamination disposal costs are adequately addressed and that DEQ disposal requirements are met. The remediation costs of Phase II are estimated to be approximately \$360,000, \$40,000 in environmental testing and analysis by Strata Consulting and \$320,000 in soil disposal costs in addition to typical soil grading and disposal. Because the analysis has not occurred, risk remains that additional findings and costs will exist in relation to environmental contamination and these risks are the responsibility of the developer.

In order for Phase II of the Afton to move forward, the developer has requested reimbursement of 100% of the remediation and environmental analysis costs. Staff is recommending up to \$270,000 or 75% of the costs associated with additional disposal and environmental testing fees to be reimbursed upon completion.

Contractually and based on the existing DDA the Agency is not required to complete or reimburse the developer for environmental remediation costs incurred to develop the project. The terms of the DDA will not change with the approval and execution of this Environmental

Remediation Reimbursement Agreement in any way or will the existing license agreement allowing the developer to stage in the Phase II, CCDC owned area.

Timing:

CCDC will reimburse the developer for the environmental analysis and testing on Parcel 2 in the coming months. The remediation will likely be completed in late 2016 and CCDC will reimburse the developer contingent upon the remediation being approved as complete by any approving entities, such as the ID DEQ, the City and the County.

Fiscal Notes:

The Environmental Remediation Reimbursement Agreement will not exceed \$270,000 and will be based on actual costs incurred for environmental testing, assessment, observation and remediation. Currently this is within the 2016-2020 CIP in FY 2017.

Staff Recommendation:

Staff recommends approving Resolution # 1453.

Suggested Motion:

I move to approve Resolution # 1453 authorizing staff to finalize the Environmental Remediation Agreement with 620 S 9th Street LLC.

Attachment 1 – Map of Site



RESOLUTION NO. 1453

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 AN ENVIRONMENTAL REMEDIATION REIMBURSEMENT AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND 620 S. 9TH STREET LLC; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), adopted its Ordinance No. 5597 on December 6, 1994, approving an Amended and Restated Boise Central District Urban Renewal Plan and making certain findings;

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") and the area referred to as the "Project Area;"

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 Agency adopted the River Myrtle-Old Boise Plan through Resolution No. 985 dated August 23, 2004;

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

WHEREAS, the Agency Board adopted Resolution No. 851 on February 12, 2001, authorizing the purchase of certain real property located at 620 S. 9th Street (the "Site"), in order to achieve the objectives of the River Myrtle-Old Boise Plan;

WHEREAS, at a public meeting in October 2014, the Agency Board approved, pursuant to Resolution 1363, a Disposition and Development Agreement ("DDA") between Agency and 620 S. 9th Street LLC ("Developer") for the disposition of Parcel I and Parcel II, as defined in the DDA;

WHEREAS, the Agency and Developer subsequently executed the First Amendment to the Disposition & Development Agreement between Capital City Development Corporation and 620 S. 9th Street LLC, an Idaho limited liability company;

WHEREAS, the development of Parcel II pursuant to the DDA will require the remediation of environmental conditions on Parcel II;

WHEREAS, Agency has not disposed of Parcel II to Developer and Agency and Developer have negotiated the terms of an Environmental Remediation Reimbursement Agreement, attached hereto as Exhibit A and incorporated herein as if set forth in full (the "Remediation Agreement"), by which Agency agrees to provide an environmental remediation allowance to Developer and grant Developer permission to access Parcel II prior to the Parcel II Closing for purposes of conducting environmental testing, assessment, and remediation;

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

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

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

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

Section 3: That the Chair, Vice-Chair, or Executive Director and Secretary of the Board of Directors of the Agency are hereby authorized to sign and execute the Remediation Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Remediation Agreement, subject to

representations by the Executive Director and the Agency's legal counsel that all conditions precedent to actions and any necessary technical changes to the Remediation Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Remediation Agreement and the comments and discussions received at the July 18, 2016, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Remediation Agreement and to perform any and all other duties required pursuant to said Remediation 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 July 18, 2016. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 18, 2016.

APPROVED:

By: _____
Chairman

ATTEST:

By: _____
Secretary

4820-7075-7685, v. 1

ENVIRONMENTAL REMEDIATION REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

**620 S. 9TH STREET LLC,
an Idaho Limited Liability Company**

AFTON PROJECT

ENVIRONMENTAL REMEDIATION REIMBURSEMENT AGREEMENT

THIS ENVIRONMENTAL REMEDIATION REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho ("CCDC"), and 620 S. 9TH STREET LLC, an Idaho limited liability company ("Developer"). CCDC and Developer may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. CCDC 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").

B. On October 24, 2014, Agency and Developer entered into a Disposition and Development Agreement concerning the disposition of certain property ("Parcel II"), which is more accurately described and depicted on attached **Exhibit A**.

C. Capitalized terms in this Agreement not defined in this Agreement shall be as defined in the DDA.

D. CCDC owns Parcel II and Developer has an option to purchase Parcel II.

E. CCDC and Developer determined the purchase price for Parcel II based on a fair market value appraisal of Parcel II that made certain assumptions about the environmental condition of Parcel II.

F. The development of Parcel II pursuant to the DDA will require the remediation of environmental conditions on Parcel II.

G. By this Agreement, CCDC agrees to provide an environmental remediation allowance to Developer and grant Developer permission to access Parcel II prior to the Parcel II Closing for purposes of conducting environmental testing, assessment, and remediation.

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 Developer and CCDC (last date signed).

2. **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. CCDC’s commitment herein is designed to comply with CCDC’s authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

3. **Environmental Remediation/Not-to-Exceed Reimbursement Amount.** After the Effective Date and prior to the Parcel II Closing, Developer may access Parcel II for purposes of conducting environmental testing, assessment, and remediation. CCDC agrees to reimburse Developer, up to a maximum of **Two Hundred Seventy Thousand and no/100 Dollars (\$270,000.00)** (the “Not-to Exceed Amount”), for costs incurred to test for, assess, and clean up any Hazardous Materials affecting Parcel II, including, without limitation, removal, treatment, containment or any other remedial action or reporting required by governmental authorities or as otherwise required to restore Parcel II (the “Remediation”). Nothing in this Agreement is intended to require Developer to conduct any Remediation.

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.

4. **Approvals of the Remediation.** To the extent Developer desires to conduct any Remediation, Developer shall be responsible for obtaining necessary approvals for the Remediation 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, the Idaho Department of Environmental Quality, and other governmental entities having approval authority for the Remediation (“Approving Entities”).

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

To the extent Developer desires to conduct any Remediation, the Remediation shall be designed, constructed, and installed in compliance with the requirements of any of the Approving Entities, as applicable.

Developer shall provide copies of any requests for approval or work plans submitted to any Approving Entities and documentation from any Approving Entities concerning the approval of any such requests or work plans. Developer has provided CCDC with a copy of Developer's Voluntary Remediation Agreement between Developer and the Idaho Department of Environmental Quality dated June 2, 2015 and CCDC has approved the same.

4. Reimbursement. The process for reimbursement shall be as set forth as follows:

(a) Prior to commencement of the Remediation, Developer shall provide CCDC with a "Schedule of Values" for the Remediation, which shall include a description of the Remediation and the estimated costs for testing, assessment, and the Remediation. The Schedule of Values shall not exceed the Not-To Exceed Reimbursement Amount.

(b) Developer shall invoice CCDC for reimbursement or payment of the costs of the Remediation as the same are incurred by Developer for the Remediation work actually completed. Provided, other than costs for environmental testing, assessment, observation and reporting with respect to Parcel II CCDC will not reimburse Developer for any work not approved by the Idaho Department of Environmental Quality and contained within a voluntary work plan or other agreement between Developer and the Idaho Department of Environmental Quality concerning the Remediation. With each invoice, Developer shall provide an updated Schedule of Values and set forth the amount CCDC has paid to that date and the anticipated remaining contributions from CCDC under this Agreement.

(c) CCDC shall pay such invoices within thirty (30) days after receipt; provided, however, that if CCDC's Executive Director disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

(d) CCDC may, in its discretion, withhold ten (10) percent of any invoiced amounts until such time as the Idaho Department of Environmental Quality issues a certificate of completion or other written confirmation that Developer has completed the remediation required by the Idaho Department of Environmental Quality under the Idaho Land Remediation Act, Title 39, Chapter 72, Idaho Code.

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

indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Developer, upon written notice from CCDC, shall, at Developer's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, to the extent any Claims arise from or relate to the condition of Phase II prior to Developer's exercise of the rights granted in this Agreement, Developer's indemnification and other obligations under this paragraph shall not apply. Without limiting the foregoing, Developer shall not be liable for any Claims or diminution in value arising or resulting from (i) discovery by Developer, its agents, contractors or employees of any pre-existing condition (including, without limitation, the existence of Hazardous Materials) in, on, under or about Phase II or (ii) any exacerbation of a pre-existing condition in, on, under or about Phase II, except to the extent, if any, said exacerbation results from the willful or negligent act or omission of Developer, its agents, contractors or employees.

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

a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

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

d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Remediation.

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

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

7. Local, State and Federal Laws. To the extent Developer desires to conduct any Remediation, Developer covenants that it will carry out the Remediation in conformity with all applicable laws, including all applicable federal and state labor standards.

8. Default. Unless a different cure period in the event of a default is provided herein, 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. If CCDC terminates this Agreement, Developer shall cease any and all Remediation upon receipt of written notice of termination and take all commercially reasonable steps to cease incurring any costs for the Remediation.

- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, 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 Developer defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend its payments under this Agreement for so long as the default continues.

9. 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.

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 Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Developer a joint venture or partners.

12. Assignment. Developer's rights and obligations under this Agreement are not assignable. Provided Developer may assign Developer's rights or obligations under this Agreement to a third party with the written approval of CCDC, which approval shall not be unreasonably withheld.

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), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to Developer: 620 S. 9TH STREET LLC
1101 W. River St., Ste. 300
Boise, ID 83702

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

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

- (i) date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) date of the attempted delivery or refusal to accept delivery,
 - (b) date of the postmark on the return receipt, or
 - (c) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

14. 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.

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

16. 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.

17. Entire Agreement, Waivers, and Amendments. This Agreement, constitutes the entire understanding and agreement of the Parties concerning the remediation of Parcel II. 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. Nothing in this Agreement is intended to modify the existing Construction License Agreement between the parties dated October 6, 2015. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Developer.

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

{Signature page(s) to follow}

Capital City Development Corporation (“CCDC”)

By _____
John Brunelle, Executive Director

DATE_____

620 S. 9TH STREET LLC, an Idaho limited liability company

By Hormaechea Development LLC, an Idaho limited liability company
Its Manager

By _____
Michael Hormaechea, Manager

DATE_____

Exhibit A

Parcel II (MAP AND LEGAL DESCRIPTION)

4836-9373-5729, v. 4



THE LAND GROUP, INC.

October 16, 2014
Project No. 114106

THE AFTON
PROPOSED PHASE 2 DESCRIPTION

A portion of Lots 11, 12, 13, 14, 15 and 16, Block 4 of Davis' Addition to Boise City, according to the official plat thereof, filed in Book 1 of Plats at Page 17, official records of Ada County, Idaho, and including a portion of West Battery Street right-of-way, all being located in Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the centerline intersection of South 8th Street and West River Street (formerly Battery Street);

Thence North 54°55'54" West a distance of 40.00 feet on the centerline of West River Street;
Thence North 35°00'39" East a distance of 40.00 feet to the most southerly lot corner of Lot 10, Block 4 of said Davis' Addition;

Thence North 54°55'54" West a distance of 76.52 feet on the southwesterly lot line of said Lot 10, Block 4 to a point of curve as shown on Record-of-Survey Number 8403 of Ada County Records;
Thence 103.34 feet on the arc of a curve to the left, said curve having a radius of 289.11 feet, a central angle of 20°28'49", a chord bearing of North 65°10'19" West, and a chord distance of 102.79 feet on the northerly right-of-way line of West River Street to a point of curve, as shown on said Record-of-Survey Number 8403, said point being the POINT OF BEGINNING;

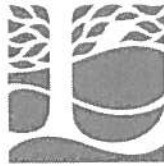
Thence 104.13 feet on the arc of a curve to the left, said curve having a radius of 289.11 feet, a central angle of 20°38'10", a chord bearing of North 85°43'48" West, and a chord distance of 103.57 feet on the northerly right-of-way line of West River Street to a point of reverse curve as shown on said Record-of-Survey Number 8403;

Thence 20.28 feet on the arc of a curve to the right, said curve having a radius of 10.00 feet, a central angle of 116°11'45", a chord bearing of North 37°57'00" West, and a chord distance of 16.98 feet on the northerly right-of-way line of West River Street to a point of compound curve, as shown on said Record-of-Survey Number 8403;

Thence 67.70 feet on the arc of a curve to the right, said curve having a radius of 533.46 feet, a central angle of 07°16'17", a chord bearing of North 23°47'00" East, and a chord distance of 67.65 feet on the easterly right-of-way line of South 9th Street to a point on the southerly lot line of Lot 11, Block 4 of said Davis' Addition, as shown on said Record-of-Survey Number 8403;

Thence North 54°55'54" West a distance of 4.18 feet on the southerly lot line of said Lot 11, Block 4 to the southwesterly lot corner of Lot 11, Block 4 of said Davis' Addition, as shown on said Record-of-Survey Number 8403;

Thence North 35°01'32" East a distance of 154.93 feet (formerly described as 155.00 feet) on the easterly boundary line of Block 4 of said Davis' Addition to the northwesterly lot corner of Lot 16, Block 4 of said Davis' Addition;



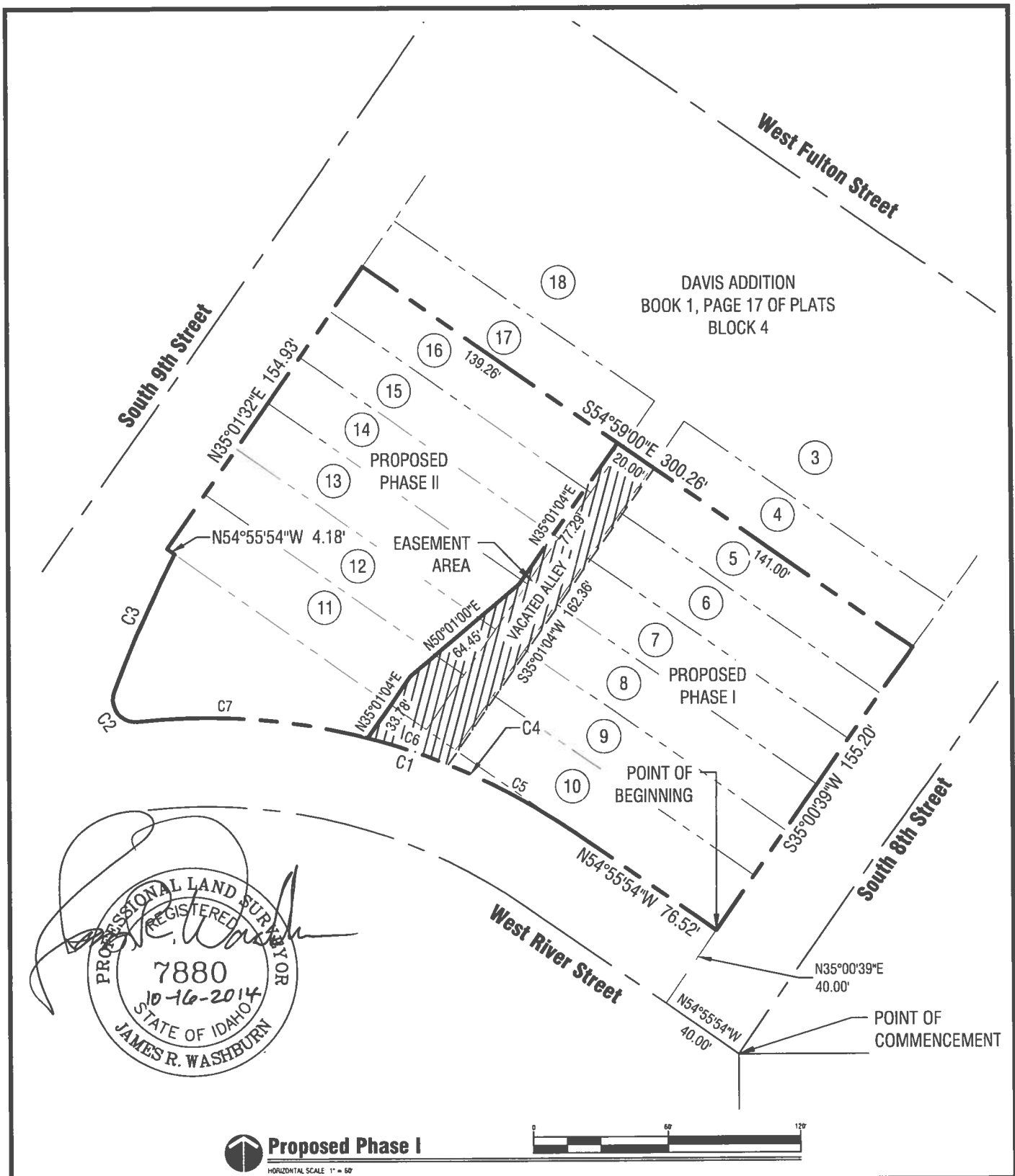
THE LAND GROUP, INC.

Thence South 54°59'00" East a distance of 139.26 feet on the northerly lot Line of said Lot 16, Block 4 of said Davis' Addition;
Thence South 35°01'04" West a distance of 77.29 feet;
Thence South 50°01'00" West a distance of 64.45 feet;
Thence South 35°01'04" West a distance of 33.78 feet to the point of beginning.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn



PROFESSIONAL LAND SURVEYOR
 REGISTERED
 7880
 10-16-2014
 STATE OF IDAHO
 JAMES R. WASHBURN

Proposed Phase I
 HORIZONTAL SCALE: 1" = 60'



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Sheet Title

The Afton Proposed Phase I

Boise

Idaho

Project No	114106
Date of Issuance	October 14, 2014
Designed by	bad
Checked by	jrw
Sheet No:	

1 of 2



AGENDA BILL

Agenda Subject: Adopt Resolution #1455, Approval of Type 3 Transformative Project Participation Agreement and Purchase and Sale Agreement with BVGC Parcel B.		Date: 7/18/2016
Staff Contact: Shellan Rodriguez	Attachments: Resolution #1455	
Action Requested: Adopt Resolution #1455 approving and authorizing the execution of the Type 3 Transformative Assistance Participation Agreement as well as the Purchase and Sale Agreement for the Parcel B Garage Unit.		

Background:

Parcel B is a 5-acre site located between 11th and 13th Streets and Front Street and Myrtle Streets. It is currently an unimproved surface parking lot.

The developer, Gardner Co., purchased the site from the Greater Boise Auditorium District in February 2016 with the intent to provide a mix of uses that will complement the surrounding land uses. In addition to site control the developer worked closely with the City of Boise during the design phase to incorporate north/south and east/west internal service street connectivity. The project was approved at Design Review Committee on June 8, 2016, after attending various work sessions.

The mixed-use project includes four quadrants and is estimated as a \$48 million investment. The Northeast quadrant near the corner of Front & 11th Street includes a 644 +/- stall parking garage which is attached to a 12,000 s.f. office space. The Southeast quadrant near the corner of Myrtle and 11th Street is proposed to have a 5,000 s.f. retail building with a patio and surface parking. On the Southwest quadrant, near Myrtle & 13th Street a 100,000 s.f. stand-alone office building is proposed, the end user is unknown at this time. The Northwest quadrant, near the corner of Front & 13th Street, a future building pad will be slated for a multi-story commercial use for future development.

The development was designated by the CCDC Board in June 2016 as a Type 3 Transformative project. The project assistance is configured in two main components: 1) CCDC purchases 250 parking spaces in new parking structure when construction is complete using bond proceeds and 2) Reimbursement of no more than \$4,288,625 in public street improvements, streetscapes, and public infrastructure/utility improvements necessary to the development. This

reimbursement requires that the project be eligible to receive up to 100% of the increment generated through fiscal year 2025; the final year of the River Myrtle District term. The reimbursement will not exceed the amount of increment generated on the site.

CCDC's participation is proposed in two parts with two agreements as described below.

1. Purchase and Sale Agreement for Parking Garage Unit
 - a. Upon completion CCDC will purchase the upper most 250 parking spaces in the parking garage for \$5 million dollars.
 1. If CCDC is unable to secure bond financing for the purchase of the garage unit upon completion of construction a lease-purchase option has been included. To account for the delay in payment by CCDC (relative to the bond) a reduced number of spaces will be available for lease and/ or purchase (200 spaces). CCDC would pay the same amount as planned for the estimated bond payment amount (\$695,000) for five years followed which totals \$3,475,000 followed by a payment of \$1,525,000 for a total of \$5,000,000.
 2. The condominium declarations and the maintenance agreements are contemplated but not drafted and will be completed prior to purchase of the garage.
 3. Construction complete and CCDC purchase in October 2017.
 4. CCDCs parking consultant, Kimley Horn, has reviewed the garage design. Some but not all of CCDCs desired standards are being incorporated into the structure.
 5. After CCDCs purchase the Developer will retain a Right of First Refusal for 10 years.
 6. The garage does not include "future proofing" for future vertical development. Initial and minimum future proofing costs are \$400,000 - \$800,000 to be paid entirely by CCDC. The complete costs of future proofing the building are much greater, estimated at \$1.5 million to \$2.0 million plus the cost of actually constructing any additional parking estimated at a minimum of \$30,000/space which would necessarily involve a loss of revenue in the garage throughout the construction period.
2. Type 3 Transformative Participation Agreement for reimbursement of public improvements
 - a. CCDC will reimburse developer for eligible public improvement costs including: 12th Street connection central pedestrian crossing, pedestrian plazas, public art, landscaping, 11th Street bike lane striping, and approximately 2,000 linear feet of streetscapes around the perimeter. Also includes power and utility upgrades and relocations within the public right of way.
 - b. Public Improvement's reimbursed when improvements are completed and when increment is generated.

- c. 100% of the increment generated from the site will be programmed for reimbursement with scheduled payments from 2017-2025, not to exceed the agreed upon eligible costs.
- d. Public eligible costs associated with the public improvements are estimated at approximately \$4.3 million. The improvements have been approved by Design Review.
- e. The users of the proposed buildings are unknown, except for the Parking Garage with offices.
- f. No tax challenges provision or hard schedule of performance because underperformance adversely affects the reimbursement schedule.
- g. Any changes to the public improvement designs require CCDC's written approval and any future design modifications going before Boise City require noticing to CCDC.
- h. Participant agrees to support and coordinate discussions with ITD regarding the Pioneer Pathway intersection on Myrtle.

Fiscal Notes:

Public Parking Garage Purchase Price: \$5,000,000 to be paid upon completion of the facility, estimated to be October 2017, or FY 2018. This purchase is contemplated within the five year CIP to be financed with a bond.

Public Improvements: Up to \$4,289,000 to be paid back annually after completion and as actual increment is received by CCDC. The reimbursement will likely occur annually for FY2018 or until FY 2025.

Total Requested Participation: \$9,289,000

Staff Recommendation:

Adopt Resolution #1455.

Suggested Motion:

I move to Adopt Resolution #1455 authorizing the execution of the Type 3 Transformative Assistance Participation Agreement as well as the Purchase and Sale Agreement for the Parcel B Garage Unit.

RESOLUTION NO. 1455

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 PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND BVGC PARCEL B, LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR THE ACQUISITION OF A CONDOMINIUM UNIT IN A TO BE CONSTRUCTED CONDOMINIUM PROJECT, SUCH UNIT TO BE A PUBLIC PARKING GARAGE; APPROVING A TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BVGC PARCEL B, LLC, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE CONDOMINIUM PROJECT AND ADJACENT DEVELOPMENT; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, 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, BVGC PARCEL B, LLC (“BVGC”), 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, BVGC intends to construct a mixed use project consisting of retail space, office space, other commercial uses, and a parking garage within the Site (the “Project”).

WHEREAS, the Agency has in place a Participation Program which includes Type 3 – Transformative Assistance Program under which the Agency provides assistance towards larger transformative public or private projects;

WHEREAS, the Project fits within the definition of a Type 3 Transformative Project as defined in the Agency’s Participation Program

WHEREAS, the Agency has determined that it is in the public interest to enter into a Transformative Assistance Participation Agreement with BVGC whereby BVGC will construct the Project and the Agency will reimburse BVGC for constructing specified public improvements as specified in the Agreement;

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Transformative Assistance Participation Agreement with BVGC, and attachments thereto (collectively the “Agreement”);

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 Agreement and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Agreement;

WHEREAS, as part of the Project, BVGC will construct structured automobile parking with certain other commercial uses thereon (the “Garage”);

WHEREAS, BVGC and the Agency have negotiated an agreement (the “Purchase and Sale Agreement”), attached hereto as Exhibit B, and incorporated herein as if set forth in full, whereby the Agency shall purchase a condominium unit in the Garage containing Two Hundred and Fifty parking spaces (“CCDC Garage Unit”) for Five Million Dollars (\$5,000,000.00);

WHEREAS, the Purchase and Sale Agreement provides for the Agency’s approval of the final design plans for the CCDC Garage Unit and the condominium declarations prior to closing and right of first refusal and certain contingencies that must be met prior to closing;

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

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Purchase and Sale Agreement and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Purchase and Sale 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, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to finalize the exhibits to the Agreement, 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 July 18, 2016, 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 the Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference, be and the same hereby is approved.

Section 5: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to enter into the Purchase and Sale Agreement, and to execute all necessary documents required to implement the actions contemplated by the Purchase and Sale Agreement, including execution of the Right of First Refusal, 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 Purchase and Sale 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 July 18, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Purchase and Sale Agreement and to perform any and all other duties required pursuant to said Purchase and Sale Agreement.

Section 6: 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 July 18, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 18, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

4815-6409-8356, v. 1

TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

BVGC PARCEL B, LLC

PARCEL B PROJECT

TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

THIS TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT (the “**Agreement**”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“**CCDC**”), and BVGC Parcel B, LLC, an Idaho limited liability company (“**Participant**”). CCDC and Participant may be collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

RECITALS

CCDC 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 is the owner of the real property located at 1101 W. Front Street, Boise, ID 83702 (the “**Project Site**” or “**Site**”), which is more accurately described and depicted on attached **Exhibit A**.

Participant plans to develop and construct on the Site a mixed use project consisting of retail space, office space, other commercial uses, and a parking garage (the “**Project**”). CCDC is entering this Agreement in reliance on Participant’s construction of the Project.

Preliminary concept plans for the Project are attached as **Exhibit B** (the “**Concept Plans**”). The Concept Plans generally depict the Project, as approved by the Boise City Design Review Committee in Matter DRH16-00079. CCDC understands the Concept Plans are conceptual only and are subject to final planning and design.

Participant intends on constructing certain Public Improvements (as further described below), described and depicted on attached **Exhibit C**.

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 CCDC for the duration of its existence (the “**Reimbursement Period**”).

CCDC has been asked to assist with the Project consistent with CCDC’s Participation Program (the “**Participation Program**”) adopted by CCDC and as subsequently amended or updated. Under the provisions of the Plan and the Participation Program, CCDC may participate in the funding of certain improvements.

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

CCDC, 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** (collectively referred to hereafter as the

“Public Improvements” as further described below) which are described and depicted on Exhibit D.

Participant’s estimated timeline, value of the completed Project, and identification of the four elements that comprise the Project (parking garage, retail building, office building, and commercial building) is attached hereto as Exhibit E.

AGREEMENT

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:

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

2. **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. CCDC’s commitment herein is designed to comply with CCDC’s authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

3. **Cost of Construction.** The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, subject to reimbursement as set forth herein.

4. **Permits and Approvals.** Participant shall, at Participant’s own expense, secure any and all permits or approvals which may be required by CCDC, City of Boise (“City”), or any other governmental agency relative to Site construction and operation.

5. **Public Improvements.** “Public Improvements” shall mean those improvements eligible and agreed to for funding by CCDC including certain streetscape improvements to the block faces in the public right of way adjacent to the Site, construction of certain other right of way, public improvements, and construction of utility service improvements, all of which are described and depicted on Exhibit D. 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 CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

6. **Construction of Public Improvements.** The Public Improvements shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards. Upon CCDC’s reasonable prior request, CCDC 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 commercially 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.

7. Commencement of the Public Improvements. Participant shall commence construction on the Public Improvements on or before December 31, 2016. In the event that Participant fails to commence construction of the Public Improvements on or before December 31, 2016, CCDC may terminate this Agreement. Participant will be deemed to have commenced the construction upon Participant's receipt of a building permit from the City for the parking garage element of the Project. The commencement date may be extended for up to one hundred eighty (180) days by Participant, upon written approval from CCDC, which approval shall not be unreasonably withheld. Such dates shall also be extended for delays permitted under Section 39 herein and other matters outside the control of Participant. Participant's construction of the Public Improvements may be phased consistent with the phasing of Participant's construction of the Project. Prior to commencing construction of the Public Improvements, Participant shall provide CCDC with a phasing plan for the Project and the Public Improvements (the "**Phasing Plan**") which may be modified from time to time to reflect the actual progression of the Project and adjacent and appurtenant Public Improvements. Participant shall provide CCDC with an updated Phasing Plan as such plan is modified. The Phasing Plan shall identify the "Phases" (each a "**Phase**") of construction of the Public Improvements. There shall be no more than four (4) Phases. Construction of the Public Improvements shall be completed within thirty-six (36) months of the Effective Date, subject to Section 39.

8. 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.

9. 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, Boise City, the Ada County Highway District (ACHD), Idaho Transportation Department (ITD), and other governmental entities having approval authority for the Project (the "**Approving Entities**").

Participant shall keep CCDC advised of the approval process of the Approving Entities and advise CCDC immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement. Participant shall provide CCDC courtesy copies of any applications to Boise City for any modifications to the design of the Project, approved as DRH16-00079, and notice of any hearings on such applications before Boise City.

The Public Improvements and the Project shall be designed, constructed, and installed in compliance with the requirements of any of the Approving Entities, as applicable, and shall meet the design approved as DRH16-00079 or as approved by any subsequent applications to Boise City. Any changes to the designs for the Public Improvements require CCDC's written approval, such approval will not be unreasonably withheld.

Participant agrees that it will coordinate discussions between CCDC, Boise City, ITD, and ACHD regarding the potential realignment of the western pedestrian cross walk at the intersection of Myrtle Street and 11th Street so that the location of the western cross walk would more directly align with the northwest corner and the existing intersection of the Pioneer

Corridor and Myrtle Street. CCDC acknowledges that Participant does not control the ultimate approval of ITD and ACHD regarding the modification of this intersection and that such desired modification will likely result in significant cost and expense associated with the reconstruction and replacement of the crosswalk, signal masts, and other related structures. Participant shall reasonably cooperate in designing, approving, and supporting such request to modify the location of the crosswalk. Other than the incidental and marginal costs associated with coordinating such meetings, CCDC acknowledges that Participant shall not be responsible for any costs associated with such realignment. If approval for the realignment is obtained at such time as to permit it being undertaken in conjunction with the other Public Improvements set forth in this Agreement, then CCDC and Participant may amend this Agreement to have Participant undertake the work associated with realignment in conjunction with the other Public Improvements and further amend this Agreement to include such work as a reimbursable expense.

10. Warranty on Public Improvements. 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 CCDC, provided nothing herein shall limit the time within which CCDC 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.

11. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC to accept any maintenance obligations for the Public Improvements. Provided however, that this Section 11 shall not limit or modify any obligation that CCDC assumes or may assume in the future in association with its purchase of a portion of the parking garage that is pursuant to a separate agreement.

12. Notification of Completion; Inspection. Upon completion of construction of each Phase of the Public Improvements, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Improvements for such Phase meet the requirements of this Agreement. Following the inspection and meeting, provided the Public Improvements for such Phase meet the requirements of this Agreement, CCDC shall provide Participant with written confirmation that the Public Improvements for such Phase have been completed in compliance with this Agreement within ten (10) days of the inspection. The confirmation shall also identify any portion of the Public Improvements for such Phase that need to be completed or corrected and establish a time frame for their completion or correction.

13. Estimated Costs for Public Improvements. Participant has estimated the cost of the Public Improvements to be Four Million Two Hundred Eighty Eight Thousand Six Hundred Twenty Five Dollars (\$4,288,625.00) (the "**Estimated Costs**"). Attached hereto as **Exhibit D** is a schedule of Estimated Costs.

14. Determination of CCDC Reimbursement Amount. Upon completion of the construction of each Phase of the Public Improvements (as approved by the Approving Entities in compliance with Section 9) on the Site and City's acceptance of such improvements (if applicable), Participant will dedicate and grant easements, as required, for all public

infrastructure and utility infrastructure constructed to: (a) City; (b) to the other Approving Entities with jurisdiction over such public improvements; or (C) the public utility provider whose utility infrastructure has been constructed.

Upon acceptance of the improvements and the dedication of the utility infrastructure improvements and other public improvements as set forth above, Participant, within a reasonable time, shall submit an invoice (“**Invoice**”) to CCDC for the Public Improvements together with an accounting of the actual costs to construct the Public Improvements and Cost Documentation, as defined below. Submission of Cost Documentation may occur on a Phase by Phase basis upon completion of each Phase’s construction of Public Improvements under Section 7. “Cost Documentation” shall include the following:

- a. Schedule of values that includes line items for each Phase’s Public Improvements approved by CCDC for reimbursement so they are identifiable separate from other line items (“**Schedule of Values**”) and correspond to the Estimated Costs
- b. Invoices, billings, and other proof of expenditures 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)(the “**Proof of Expenditure**”). Proof of Expenditure shall be specific to Public Improvements for each Phase and, if necessary, specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public Improvements in comparison to the amount used for the remainder of Participant’s project.
- c. Explanation of any significant deviation between the Estimated Cost and the actual costs in the Cost Documentation.

CCDC shall have the right to review the Cost Documentation for each Phase of Public Improvements 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 as to those Public Improvements that are the subject of such default notice, CCDC’s payment obligations for Public Improvements that are the subject of such uncured default under this Agreement may be terminated in CCDC’s sole discretion.

Within fifteen (15) days of CCDC’s receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC’s determination of the actual costs to construct the Public Improvements for such Phase, CCDC shall notify Participant of the amount CCDC shall reimburse Participant for the Public Improvements for such Phase (the “**CCDC Reimbursement**”). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Costs. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Estimated Costs, even if the Actual Costs are greater than the Estimated Costs. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the tax increment generated on the Site and received by CCDC, even if the costs are greater than the tax increment generated.**

If Participant disagrees with CCDC's calculation of the CCDC Reimbursement, Participant must respond to CCDC in writing within ten (10) days of CCDC Reimbursement 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 ten (10) days with a revised amount for the CCDC Reimbursement which will not be less than the original proposed CCDC Reimbursement or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the CCDC Reimbursement will be final.

CCDC's determination of the CCDC Reimbursements shall be made consistent with the requirements of this Agreement and shall be made in a commercially reasonable manner.

15. Conditions to CCDC's Payment Obligation.

The following conditions must be met before CCDC has any obligation to reimburse Participant for the Public Improvements:

- a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for any portion of the Project.
- b. CCDC provides written confirmation to Participant that the Public Improvements for the specified Phase of development have been completed in compliance with this Agreement.

16. Deadline to Complete Project. In order to be eligible for any CCDC Reimbursement for the Public Improvements under this Agreement, Participant must complete the Project consistent with the Phasing Plan identified in Section 7 above. Upon written notice, the Project may be extended as set forth in Section 7 by: (a) modification of the phasing plan; or (b) by Participant's extension as authorized in Section 7. If Participant does not complete the Project within the time period set forth in this Section, CCDC shall have no obligation to reimburse Participant for the costs of the Public Improvements. The Project shall be considered completed for the purposes of this Section upon Participant's meeting the conditions of Section 15 for the final phase of the Project and the final Phase of the Public Improvements.

17. Payment Terms. Participant shall initially pay for all of the costs of construction for the Public Improvements funded by CCDC associated with the Project. By approval of this Agreement by CCDC's Board of Commissioners, Agency has authorized reimbursement for CCDC Reimbursement as set forth below, and the other provisions of this Agreement.

On or before September 30 each year during the Reimbursement Period, CCDC shall pay Participant one hundred percent (100%) of the tax increment generated from the Site that is actually received by CCDC as of September 1 of that year (the "**Annual Payment**"). **PARTICIPANT ACKNOWLEDGES THE TAX REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE CCDC REIMBURSEMENT ON OR BEFORE THE TERMINATION OF THE URBAN RENEWAL PLAN, AND ASSUMES THAT RISK.**

CCDC shall have no obligation to make payments to the Participant for taxes collected and paid to CCDC beyond the term described herein.

CCDC may redeem, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the CCDC Reimbursement.

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.¹ 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 current total assessed value of the Site, as determined by the Ada County Assessor's Office, is \$8,467,500 for tax year 2016.

The "base value" for determining the tax increment money that is generated from the Site is \$1,319,600.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be at least Forty-Six Million Dollars (\$46,000,000) (the "**Estimated Value**"). **If the CCDC Reimbursement is not fully reimbursed by sum of the Annual Payments as further limited by the termination date of the Plan, CCDC will not be obligated to make any additional payments.**

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

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project and any future development constructed on the Site. The parties acknowledge and agree that they entered into this Agreement based on Participant's construction of the Project and the Public Improvements and CCDC's agreement to pay the CCDC Reimbursement. Participant acknowledges that if Participant does not construct the Project as depicted in Exhibit B (and subsequently amended as provided herein), Participant may not be reimbursed for the full costs of the Public Improvements.

CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, 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, CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time.

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

As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the 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 monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal and interest on this CCDC Reimbursement.

18. CCDC Reimbursement Assignable. CCDC shall reimburse Participant by paying the CCDC 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 in writing. CCDC shall cooperate as reasonably necessary to memorialize any such assignment.

19. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC 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 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; provided, however, that CCDC (a) shall not grant any other person or entity a security interest in CCDC's tax increment revenues for the River Myrtle District, except as may be related to loans, issuance of credit, or the issuance of bonds related to the maintenance, operation, or purchase of parking facilities or any other urban renewal project; (b) except as permitted in the previous clause, shall not enter into any agreement committing the tax increment generated from the Site to any other person or entity; and (c) shall not, without prior notice to Participant, modify the Plan in such a way as would (i) adversely affect the implementation of the Plan, (ii) adversely affect the ability of CCDC to obtain revenue from the Site, or (iii) result in the resetting of the base value of the Site. Upon reasonable request from the Participant, CCDC will provide updates on the availability of funds for the CCDC Reimbursement and the most recently adopted annual budget for the River Myrtle District.

20. Indemnification. Participant shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "**Claim**"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project. Notwithstanding the foregoing, Participant shall have no obligation to indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Participant, upon written notice from CCDC, shall, at Participant's expense, resist or defend such action or proceeding.

21. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Site as part of the Project, insurance of the following types, with limits not less than those set forth below and in a form

acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees or subcontractors:

a. Commercial General Liability Insurance with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over 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.

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

d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project.

e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. 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 CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

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

22. Use of the Site. For so long as Participant owns the Site, Participant agrees and covenants that the use and development of the Site shall 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.

23. Local, State and Federal Laws. Participant covenants that it will carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

24. Taxes. 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. Participant recognizes CCDC 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 CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and collection process. Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue *actually* generated from the Site, and in the event insufficient taxes are received by CCDC for any reason including a reduction of the tax levy rate or assessed values less than assumed by CCDC 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 CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

25. Tax Appeals/Exemptions. Participant or its successors shall not, without CCDC's written authorization, which shall not be unreasonably withheld if participant does not seek to have its assessed valuation reduced below the Estimated Value, contest or appeal the assessed value or seek any property tax exemption for any of the parcels within the Site, including but not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2025, seeking a lower tax assessment for any of the parcels within the Site. The property tax year runs from January 1st to December 31. Provided, Participant may appeal the assessed value or seek any property tax exemption for the Site if the Ada County Assessor determines the value of the Site is greater than the Estimated Value upon receipt of CCDC's written authorization, such authorization shall not be unreasonably withheld and shall be provided in a timely manner. Any appeal of an assessed value or request for property tax exemption for the Site for an assessment at less than the Estimated Value requires CCDC's written authorization, which shall be provided in CCDC's sole discretion.

26. Default. Unless a different cure period in the event of a default is provided herein, 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 or is diligently proceeding with rectification of those particulars. 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, in addition, 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 may be deemed extinguished by CCDC in its discretion. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received. Notwithstanding the foregoing, however, Participant shall have no obligation to reimburse CCDC for any portion of CCDC Reimbursement and CCDC shall not withhold CCDC Reimbursement that: (a) relates to a Phase of the Public Improvements that has been accepted; (b) has previously been or is currently subject to CCDC Reimbursement; and (c) is not subject to a default notice.

27. Dispute Resolution. In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement or a Party's performance of any obligations under this Agreement, 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 at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

28. 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.

29. 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.

30. 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.

31. Assignment. Subject to Participant's right to assign the right to the CCDC Reimbursement under this Agreement, Participant's rights and obligations under this Agreement are not assignable. Provided Participant may assign Participant's rights or obligations under

this Agreement to a third party only with the written approval of CCDC, which approval shall not be unreasonably withheld.

32. Notice. All notices required pursuant to this Agreement shall be given in writing and shall be deemed properly served or delivered: (a) if delivered in person, or by electronic mail transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; or (c) upon deposit with the U.S. Postal Service registered or certified mail and addressed to the Parties at the addresses set forth below or such other addresses specified hereafter:

(a) If to Buyer: Capital City Development Corporation
Attn: John Brunelle
121 North 9th Street, Suite 501
Boise, Idaho 83702

With a copy to: Elam & Burke, P.A.
Attn: Ryan P. Armbruster
P.O. Box 1539
Boise, Idaho 83701-1539

(b) If to Seller: BVGC Parcel B, LLC
Attn: J. Thomas Ahlquist
101 S. Capitol Blvd., Suite 1700
Boise, Idaho 83702

With a copy to: BV Management Services, Inc.
Attn: Courtney Liddiard
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405
Phone: (208) 523-3794
Email: flyfish@ballventures.com

With a copy to: BV Management Services, Inc.
Attn: Thel W. Casper
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405
Phone: (208) 523-3794
Email: tcasper@ballventures.com

With a copy to: Spink Butler, LLP
Attn: Geoffrey M. Wardle
251 E. Front Street, Suite 200
Boise, Idaho 83702
Phone: (208) 388-1000
Email: gwardle@spinkbutler.com

The party and address to which notices are to be given may be changed at any time by any party upon written notice to the other party.

33. Conflicts of Interest. No member, official, or employee of CCDC 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 except for its consulting professions advising it in conjunction with this Agreement, it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

34. Non-Liability of CCDC Officials and Employees. No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

35. 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.

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

37. 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.

38. 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.

39. 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 CCDC shall not excuse performance by CCDC); 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 CCDC and Participant.

40. Inspection of Books and Records. CCDC 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 CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC 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 CCDC, 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 CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 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.

41. Promotion of Project. Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Public Improvements which signage shall not interfere with the construction or operation of the Public Improvements or the Site and shall be approved by Participant, in its reasonable discretion.

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

- Exhibit A – Legal Description
- Exhibit B – Project Concept Plan
- Exhibit C – Public Improvements Plan and Narrative
- Exhibit D – Public Improvements Cost Estimate
- Exhibit E – Project Timeline and Estimated Value

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

{Signatures on the following page}

(Date)

Capital City Development Corporation (“CCDC”)

By _____
John Brunelle, Executive Director

(Date)

BVGC Parcel B, LLC (“Participant”)
an Idaho limited liability company,
by its Operations Manager

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

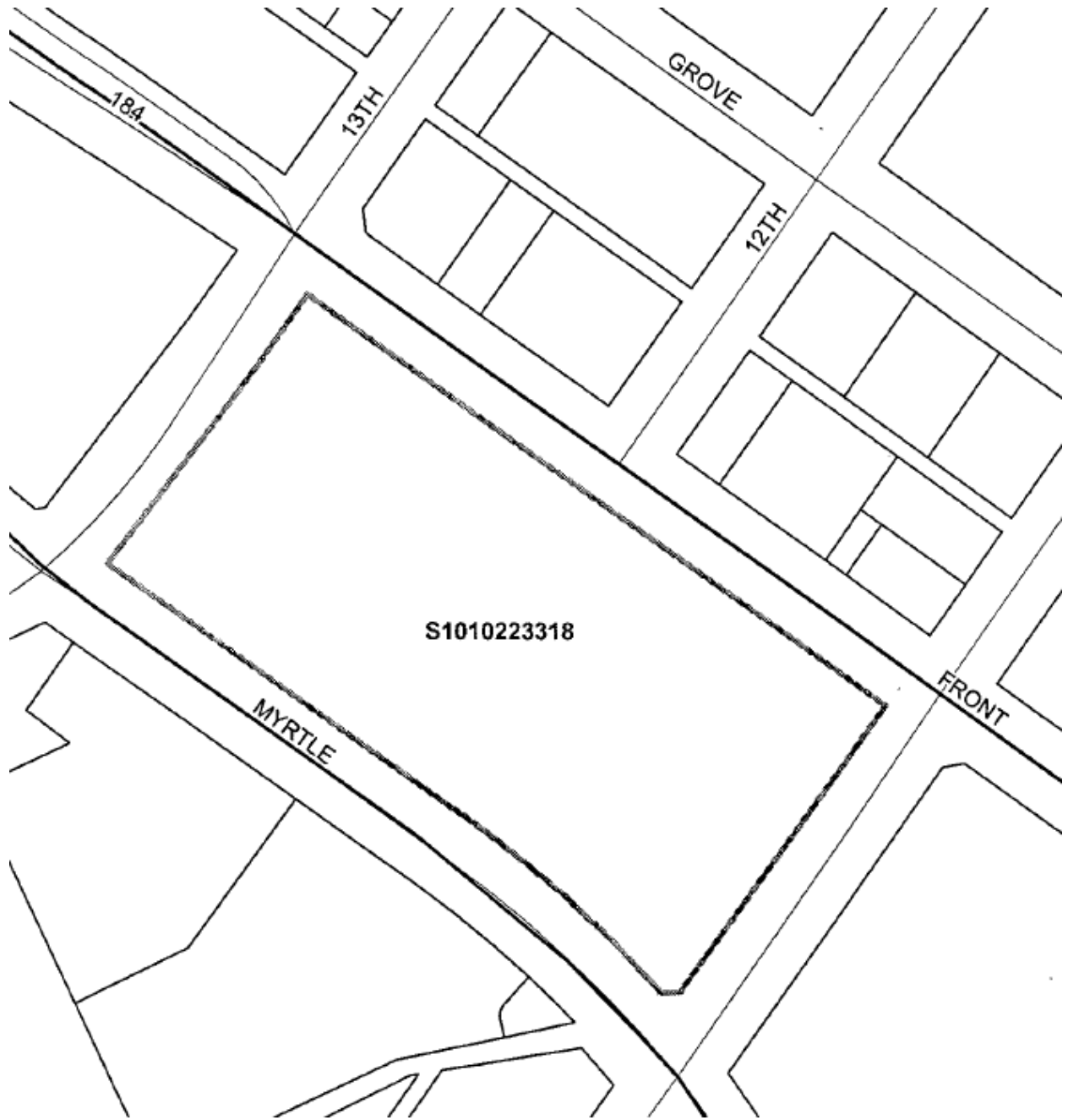
By: _____
Christian K. Gardner
Its: Manager

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE NORTHWEST CORNER OF THE SAID SECTION 10; THENCE SOUTH 08°08'55" WEST 317.89 FEET TO A POINT MARKING THE CENTERLINE INTERSECTION OF NORTH 15TH STREET AND WEST FRONT STREET, AS SHOWN OF RECORD OF SURVEY NO. 1349, BROADWAY-CHINDEN ALIGNMENT; THENCE ALONG THE SAID CENTERLINE OF WEST FRONT STREET SOUTH 56°41'58" EAST 760.62 FEET TO AN IRON PIN MARKING THE CENTERLINE INTERSECTION OF WEST FRONT STREET AND NORTH 13TH STREET; THENCE CONTINUING SOUTH 54°47'10" EAST 50.00 FEET TO A POINT; THENCE LEAVING THE SAID CENTERLINE OF WEST FRONT STREET SOUTH 35°12'50" WEST 40.00 FEET TO AN IRON PIN ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST FRONT STREET, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 54°47'10" EAST 654.94 FEET TO A LEAD PLUG AND TACK IN CONCRETE ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NORTH 11TH STREET; THENCE ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 09°47'12" EAST 21.08 FEET TO A BRASS CAP; THENCE CONTINUING SOUTH 35°34'36" WEST 327.52 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 87°17'01" WEST 12.39 FEET TO A BRASS CAP MARKING A POINT OF BEGINNING OF CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST MYRTLE STREET; THENCE ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT 254.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°30'38", A RADIUS OF 1080.00 FEET AND A LONG CHORD BEARING NORTH 48°01'51" WEST 254.08 FEET TO A BRASS CAP MARKING A POINT OF TANGENT; THENCE CONTINUING NORTH 54°47'10" WEST 415.66 FEET TO A BRASS CAP ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE SAID NORTH 13TH STREET; THENCE ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 35°12'34" EAST 310.15 FEET TO A BRASS CAP; THENCE CONTINUING NORTH 80°12'41" EAST 14.14 FEET TO THE POINT OF BEGINNING.

APN: S1010223318

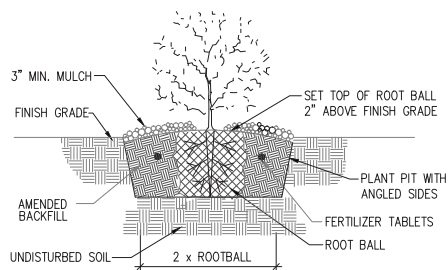


**EXHIBIT B
PROJECT CONCEPT PLAN**

EXHIBIT B - PROJECT CONCEPT PLAN

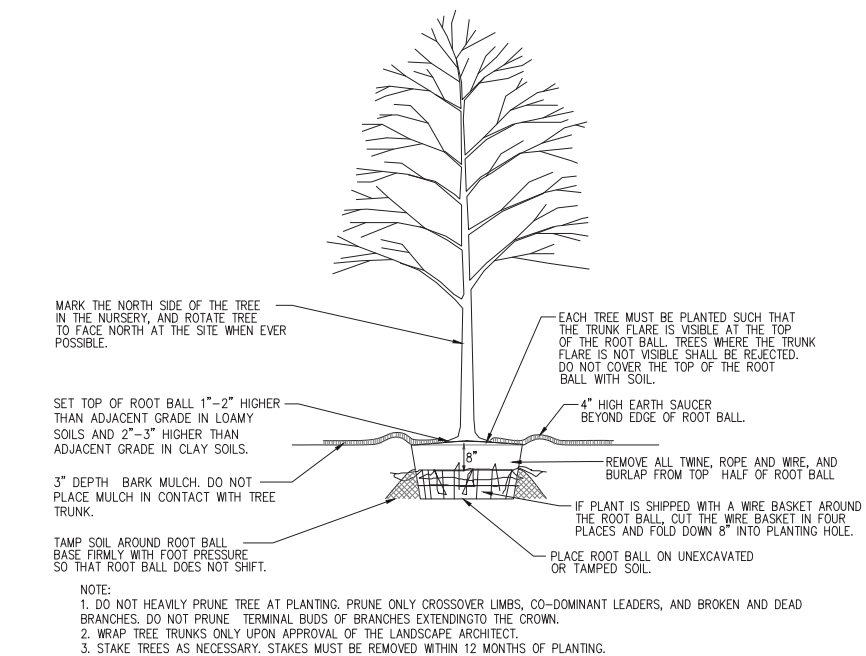
LANDSCAPE NOTES:

- Contractor shall verify all utility locations prior to construction operations.
- An automatic sprinkler system shall be installed for all landscaped areas. The system shall be designed and installed so as to prevent any overspray beyond the borders of the lot, particularly preventing overspray onto buildings, walkways and roads. Irrigation system shall provide 100% coverage.
- All lawn areas shall be irrigated with spray heads as required to fit the site. All shrub beds shall be irrigated with Netafim CV dripline. Install per manufacturers recommendations.
- All street trees shall be irrigated as defined in the CDC Streetscape Standards.
- All lawn areas shall be irrigated separately of shrub and tree areas.
- Contractor shall zone sprinkler areas to best fit micro climates.
- Contractor shall submit an irrigation shop drawing to Landscape Architect for review prior to initiating landscape or irrigation installation.
- Report to Landscape Architect all conditions which prevent the proper execution of this work prior to beginning work.
- Contractor shall stake all trees necessary to prevent blow over. Contractor's discretion. Stakes must be removed within 12 months after planting.
- All plant material shall conform to the American Nurseryman standards.
- All planter beds shall receive a minimum 3" depth of small chunk bark mulch.
- All plant material shall be guaranteed for one year after installation. Contractor shall immediately replace all plant material found dead with the same size and species at no cost to the owner.
- Finish grades are to be smooth with positive drainage. See Grading Plan.
- The top 6" of topsoil in all planter beds and lawn areas are to be amended at a ratio of 3 cu. yds. of organic matter per 1000 sq. ft. Roto-till organic matter 6" into topsoil.
- Fertilize all trees and shrubs with 'Agriform' planting tablets. Follow manufacturer's recommendations.
- Ensure all planter beds have 18" of topsoil, lawn areas shall have a min. 12" of topsoil. Spread, compact and fine grade topsoil smoothly to 3" below surface of walkways and curbs in planter bed areas.
- Clean up any topsoil or other debris on site created from landscape operations and dispose of properly off site.



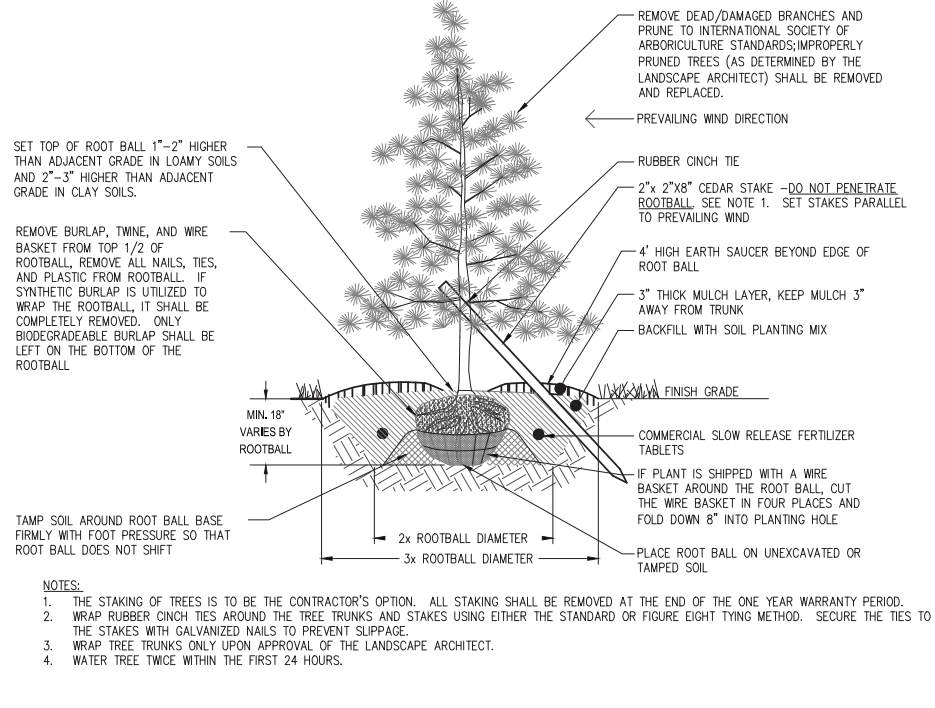
1 SHRUB PLANTING

NTS



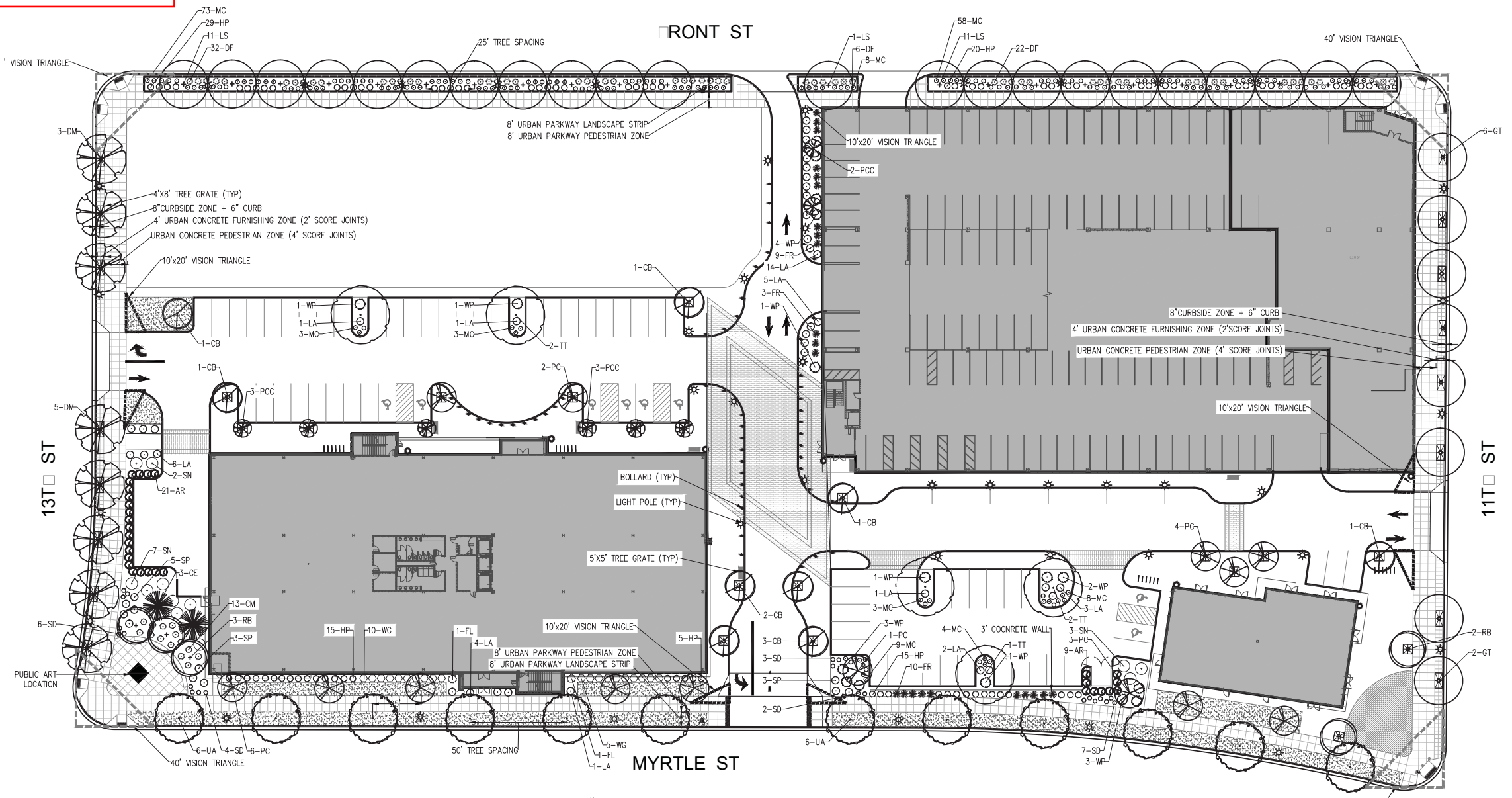
2 DECIDUOUS TREE PLANTING

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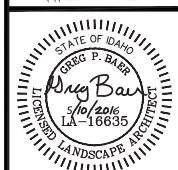
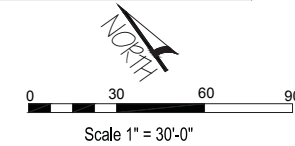
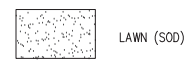


3 CONIFER TREE PLANTING AND STAKING DETAIL

NTS



LEGEND	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SIZE H x W	CLASS
ORNAMENTAL / FLOWERING TREES					
RB	<i>Cercis canadensis</i>	Eastern Redbud	2" CAL B&B	30' x 25'	I
PC	<i>Pyrus calleryana</i> 'Glen's Form'	Chanticleer Flowering Pear	2" CAL B&B	40' x 15'	I
PCC	<i>Prunus x cerasifera</i> 'Crispizom'	Crimson Pointe Flowering Plum	2" CAL B&B	20' x 6'	I
DECIDUOUS SHADE TREES					
CB	<i>Carpinus betulus</i> 'Fastigiata'	Columnar European Hornbeam	2" CAL B&B	35' x 15'	II
TT	<i>Liriodendron tulipifera</i> 'JFS-Oz'	Emerald City Tulip Tree	2" CAL B&B	55' x 25'	III
GT	<i>Tilia tomentosa</i> 'Green Mountain'	Green Mountain Linden	2" CAL B&B	40' x 25'	II
LS	<i>Liquidambar styraciflua</i> 'Ward'	Cherokee Sweetgum	2" CAL B&B	45' x 30'	II
DM	<i>Acer platanoides</i> 'Deborah'	Deborah Maple	2" CAL B&B	40' x 30'	II
UA	<i>Fraxus pennsylvanica</i> 'Urbanite'	Urbanite Ash	2" CAL B&B	50' x 40'	II
CONIFEROUS TREES					
CE	<i>Cedrus deodar</i> 'Karl Fuchs'	Karl Fuchs Himalayan Cedar	8-10" B&B	15' x 12'	
SHRUBS, PERENNIALS & GROUNDCOVERS					
AR	<i>Thuja plicata</i> 'Daniellow'	Golden Feather Arborvitae	5 GALLON	20' x 4'	
HP	<i>Berberis thunbergii</i> 'Helmond Pillar'	Helmond Pillar Barberry	2 GALLON	4' x 2'	
FR	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 GALLON	4' x 2'	
MC	<i>Geranium sanguineum</i> 'Max Frei'	Max Frei Cranesbill	1 GALLON	1.5' x 2'	
SD	<i>Chrysanthemum x superbum</i> 'Becky'	Becky Shasta Daisy	1 GALLON	1.5' x 2'	
SN	<i>Physocarpus opulifoliosus</i> 'Seaward'	Summer Wine Ninebark	5 GALLON	5' x 5'	
LA	<i>Lavandula angustifolia</i> 'Hidcote Blue'	Hidcote Blue English Lavender	1 GALLON	2' x 3'	
SP	<i>Spirea japonica</i> 'Yan'	Double Play Gold Spirea	1 GALLON	2' x 3'	
DF	<i>Pennisetum alopecuroides</i> 'Hamelin'	Dwarf Fountain Grass	1 GALLON	2' x 2'	
WP	<i>Pinus strobus</i> 'Blue Shag'	Blue Shag Eastern White Pine	5 GALLON	4' x 5'	
FL	<i>Rhamnus frangula</i> 'Ron Williams'	Fine Line Fern Leaf Buckthorn	5 GALLON	8' x 3'	



Boise, ID

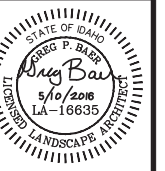
Parcel 'B'

Landscape Plan

Project No.:	15038
Drawn by:	TB
Checked by:	GB
Date:	5.10.16
Sheet No.:	L100



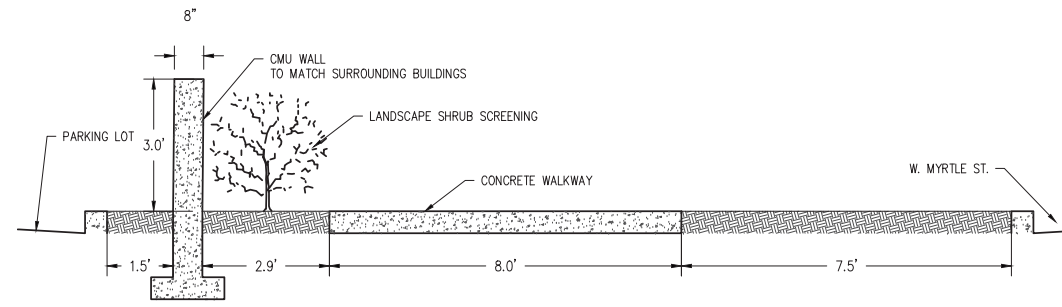
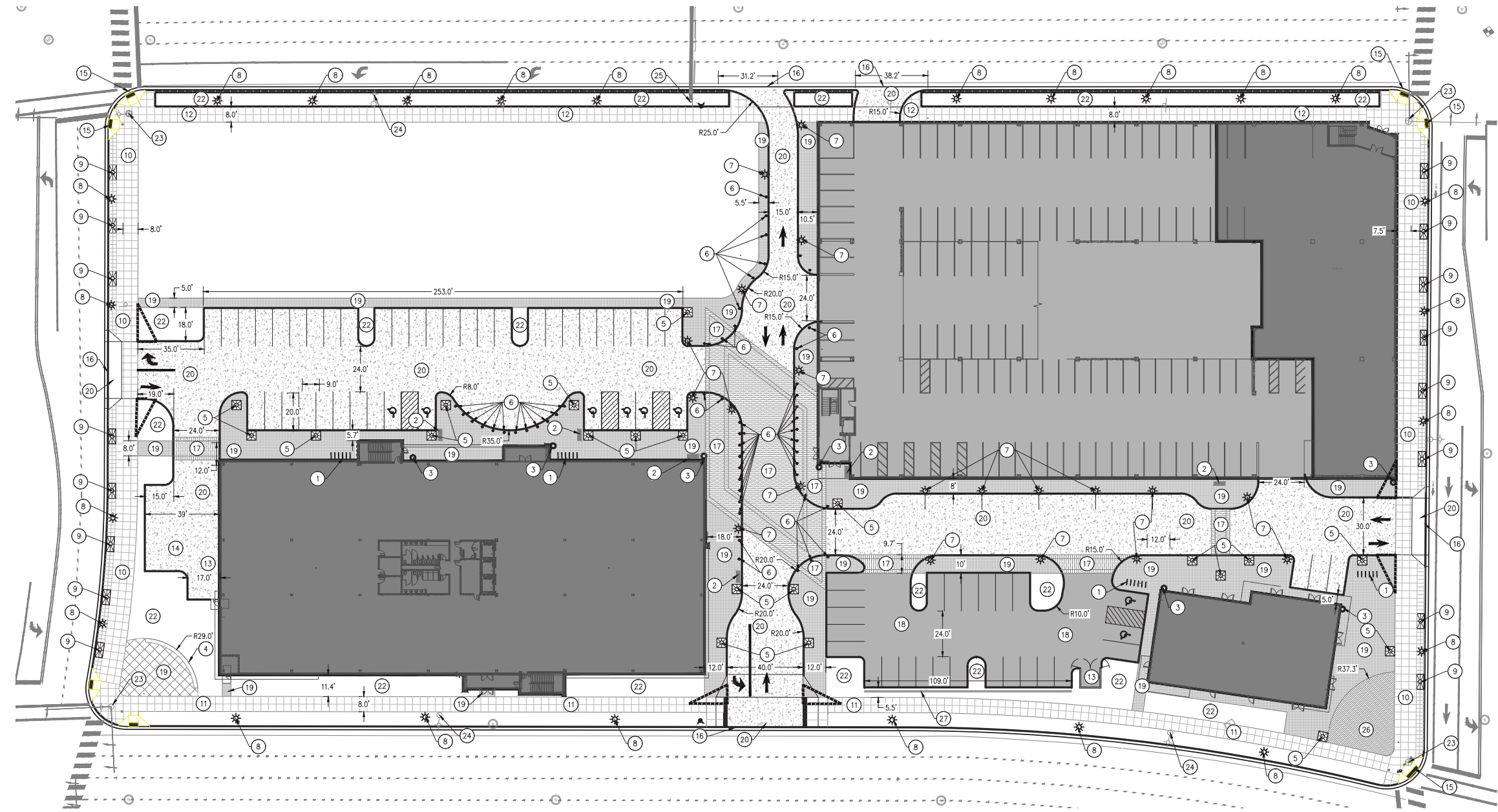
BAER DESIGN GROUP, LLC
 539 S. Fitness Place, Ste 120
 Eagle, ID 83616
 Ph. 208.338.7721



Boise, ID

Parcel 'B'

Site Plan



1 Screening Wall Along W. Myrtle St.
 NTS

SITE KEYNOTES:

1. NEW BICYCLE RACK; SEE DETAIL 3/SP501.
2. NEW BENCH; SEE DETAIL 1/SP501.
3. NEW TRASH RECEPTACLE; SEE DETAIL 2/SP501.
4. NEW CONCRETE SEAT WALL; SEE DETAIL 4/SP501.
5. NEW 4'X4' TREE GRATE; SEE DETAIL 5/SP501.
6. NEW LIGHT BOLLARDS; SEE DETAIL 12/SP501.
7. NEW LIGHT POST; SEE DETAIL 13/SP501.
8. INSTALL HISTORIC LIGHT POST. INSTALL PER BOISE PUBLIC WORKS STANDARD HISTORIC POLE BASE DETAIL BC-SD-9.
9. INSTALL BOISE PUBLIC WORKS STANDARD 4'X8' TREE GRATE AND FRAME; SEE DETAIL 6/SP501. INSTALL SUSPENDED PAVEMENT SYSTEM PER MANUFACTURER RECOMMENDATIONS.
10. URBAN CONCRETE CCDC STREETScape STANDARD; INSTALL PER DETAIL 14/SP501.
11. URBAN PARKWAY CCDC STREETScape STANDARD; INSTALL PER DETAIL 15/SP501.
12. MODIFIED URBAN PARKWAY STREETScape; INSTALL PER DETAIL 16/SP501.
13. TRASH AREA.
14. LOADING AREA.
15. ADA CONCRETE RAMP WITH TRUNCATED DOMES. SEE CIVIL PLANS
16. CONCRETE VALLEY GUTTER - SEE CIVIL PLANS.
17. STAMPED COLORED CONCRETE FLATWORK. SEE CIVIL SHEET CS 2.0 FOR SECTION REQUIREMENTS. SEE MATERIALS PLAN FOR COLOR SCHEME. REFER TO DETAIL 8/SP501.
18. STANDARD ASPHALT PAVING.
19. STANDARD CONCRETE FLATWORK. 8' SCORE PATTERN. REFER TO DETAIL 11/SP501.
20. TRAFFIC RATED CONCRETE HARDSCAPE. SEE DETAIL 6/CS 2.0. SEE MATERIALS PLAN FOR COLOR SCHEME.
21. N/A.
22. LANDSCAPE AREA, REFER TO LANDSCAPE PLAN L100.
23. EXISTING TRAFFIC SIGNAL - SAVE AND PROTECT.
24. EXISTING STREET LIGHT - SAVE AND PROTECT.
25. EXISTING TRAFFIC SIGN - SAVE AND PROTECT.
26. PAVERS TO MATCH EXISTING PIONEER CORRIDOR SIZE/MATERIAL/COLOR.
27. 36" TALL CMU SCREENING WALL. FINISH TO MATCH SURROUNDING BUILDINGS. SEE ARCHITECTURAL FOR ADDITIONAL INFORMATION. SEE CROSS-SECTION, THIS SHEET.

SITE LAYOUT NOTES:

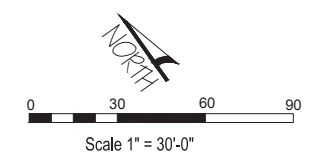
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, UTILITY, GRADING AND DRAINAGE PLAN AND DETAIL SHEETS FOR ALL COORDINATION ITEMS.
2. THE LOCATION OF ALL SITE ELEMENTS HAVE BEEN DETERMINED BY A COORDINATED EFFORT BETWEEN RESPECTIVE AGENCIES, UTILITIES AND VARIOUS REQUIREMENTS. CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SITE PER PLAN. SHOULD ANY DISCREPANCIES ARISE, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY.
3. INSTALL EXPANSION JOINT AT ALL LOCATIONS WHERE CONCRETE FLATWORK ABUTS A BUILDING, RETAINING WALL OR PRE-EXISTING CONCRETE SURFACE.
4. PROVIDE SCORE JOINTS IN CONCRETE FLATWORK AS SHOWN PER PLAN. SCORE JOINTS SHALL NOT VARY FROM PLAN.
5. TRANSITION IN GRADES AND SLOPES SHALL BE MADE UNIFORM ON ALL SURFACES EXCEPT AT THE TOP AND BOTTOM OF RAMPS WHERE A HARD GRADE BREAK SHALL BE ESTABLISHED.
6. ALL CURVES ON WALLS AND FLATWORK SHALL BE MADE TANGENT WITH ADJACENT LINE OR CURVE. CONTRACTOR SHALL FORM ALL FLATWORK AND WALLS AND SCHEDULE AN ON SITE MEETING WITH LANDSCAPE ARCHITECT TO REVIEW FORMS PRIOR TO POURING ANY CONCRETE.
7. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT TO LOCATE ALL IN GROUND LIGHTING FIXTURES AND FISH ART PRIOR TO POURING CONCRETE.
8. CONTRACTOR SHALL PROVIDE TEST POUR 100 SF OF EACH COLOR CONCRETE FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO INSTALLING CONCRETE FLATWORK ON SITE.
9. ANY VEHICULAR TRAFFIC RELATED UTILITY SHALL SAVED AND PROTECTED.
10. ALL DRAINAGE WILL BE ON-SITE RETENTION.

SITE DIMENSIONING NOTES:

1. REFER TO ARCHITECTURAL PLANS AND BUILDING FOOTPRINT ON SITE, VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. ALL DIMENSIONS ARE FROM FACE OF BUILDING, FACE OF CONCRETE WALL, FACE OF CURB, EDGE OF CONCRETE, CENTER OF TREE WELL, CENTER OF LIGHT OR CENTER OF BOLLARD.

SITE MATERIAL LEGEND:

- STAMPED CONCRETE FLATWORK IN SG HARVEST MOON INTEGRAL COLOR BY INNOTECH, SEE DETAIL 9/SP501
- BROOM FINISH CONCRETE IN STANDARD GREY FINISH.
- STANDARD ASPHALT PAVING
- STANDARD CONCRETE PAVING



Project No.:	15038
Drawn by:	TE
Checked by:	GB
Date:	5.10.2016

Sheet No.: **SP100**

NOTES: Public Plaza at the corner of Myrtle and 11th will not include any seemingly private area for future retail use. The Depiction does not include the separation of the private versus public space which will have to occur.





Interior Site Bench



Pioneer Corridor Bench



2 Trash Receptacle



3 Bicycle Rack



4 Concrete Seat Wall



5 4'X4' Tree Grate



6 4'X8' Tree Grate (Boise Public Works Standard)



7 Colored Concrete Flatwork - Harvest Gold



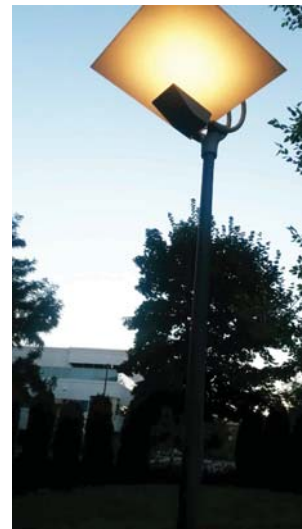
8 Pioneer Corridor Paving



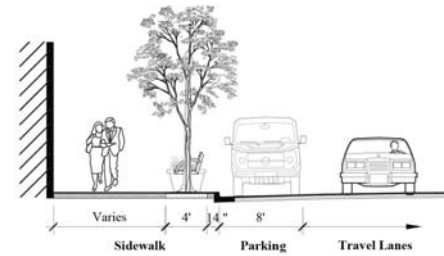
9 Bollard



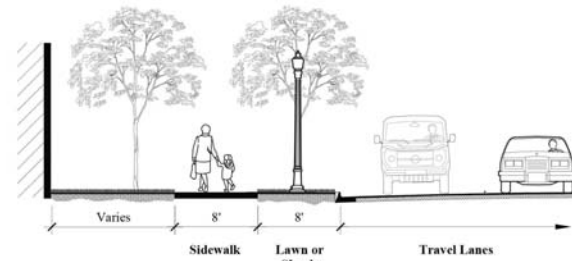
Site Light Post



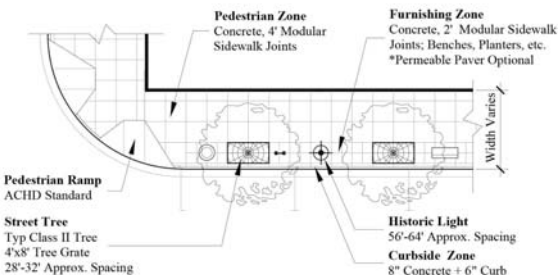
Pioneer Corridor Light Post



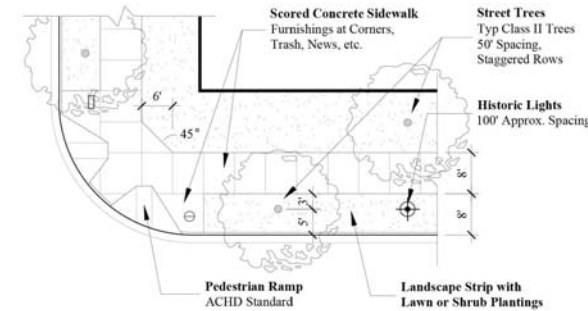
URBAN STREETScape SECTION



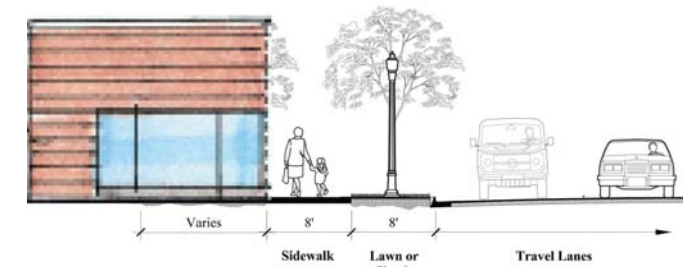
URBAN PARKWAY STREETScape SECTION



URBAN CONCRETE STREETScape DETAIL PLAN



URBAN PARKWAY STREETScape DETAIL PLAN



URBAN PARKWAY STREETScape SECTION

10 Light Post

11 Urban Concrete CCDC Streetscape Standard

12 Urban Parkway CCDC Streetscape Standard

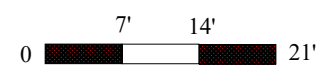
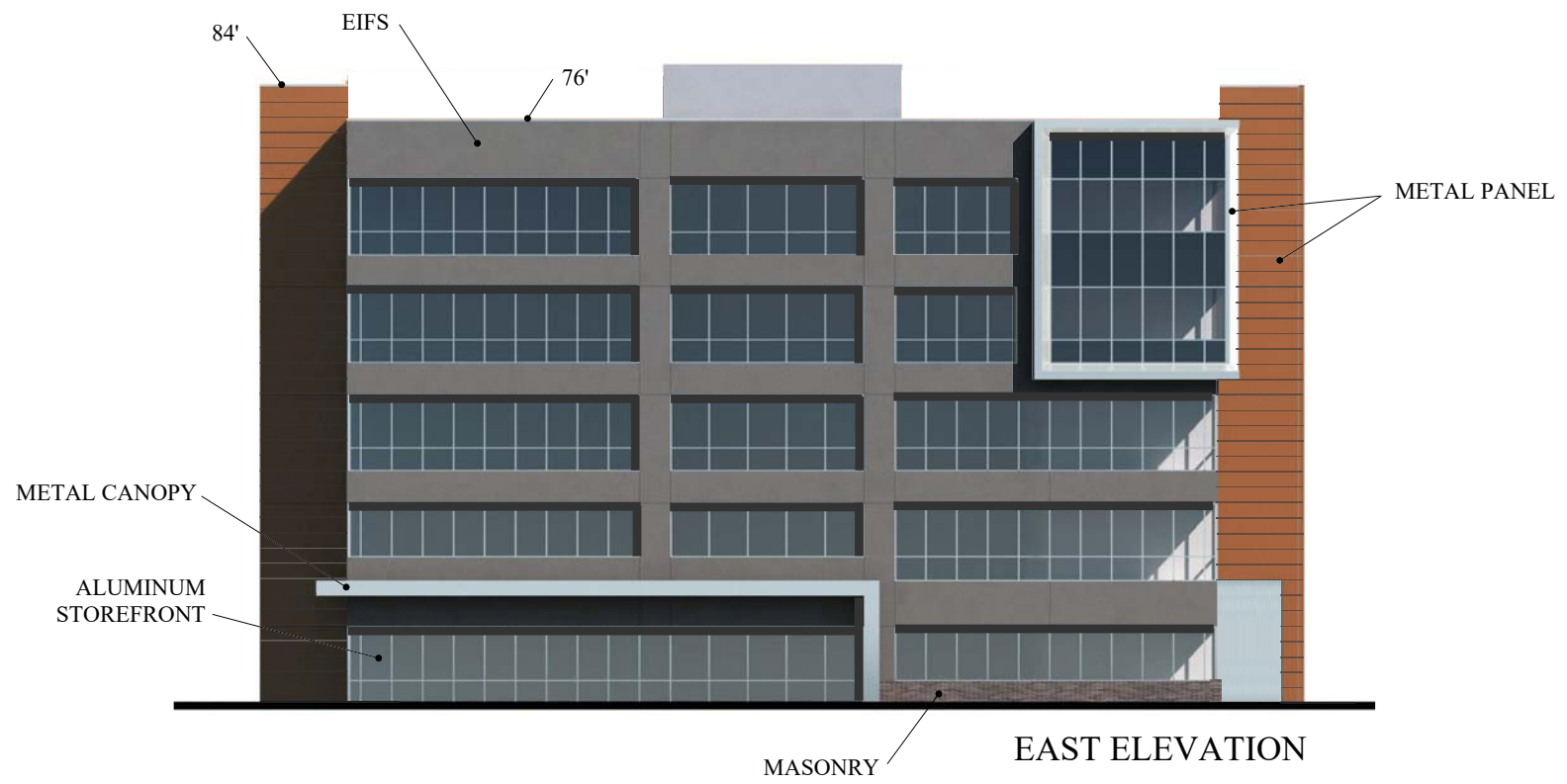
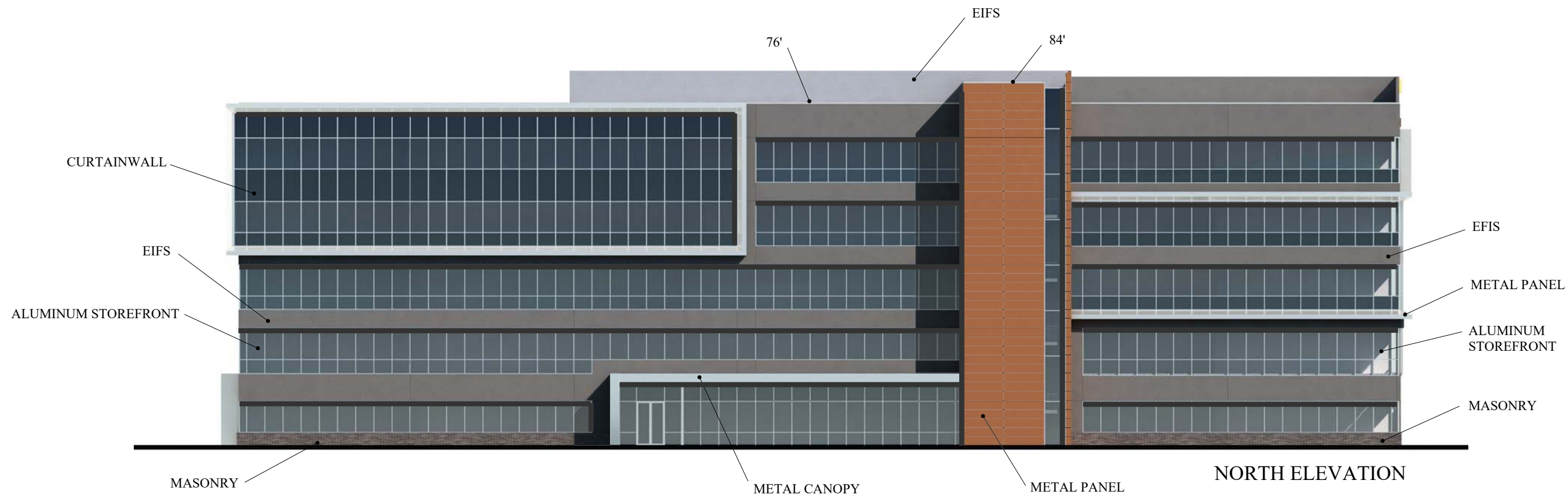
13 Modified Urban Parkway Streetscape

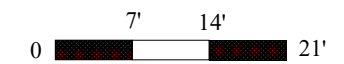
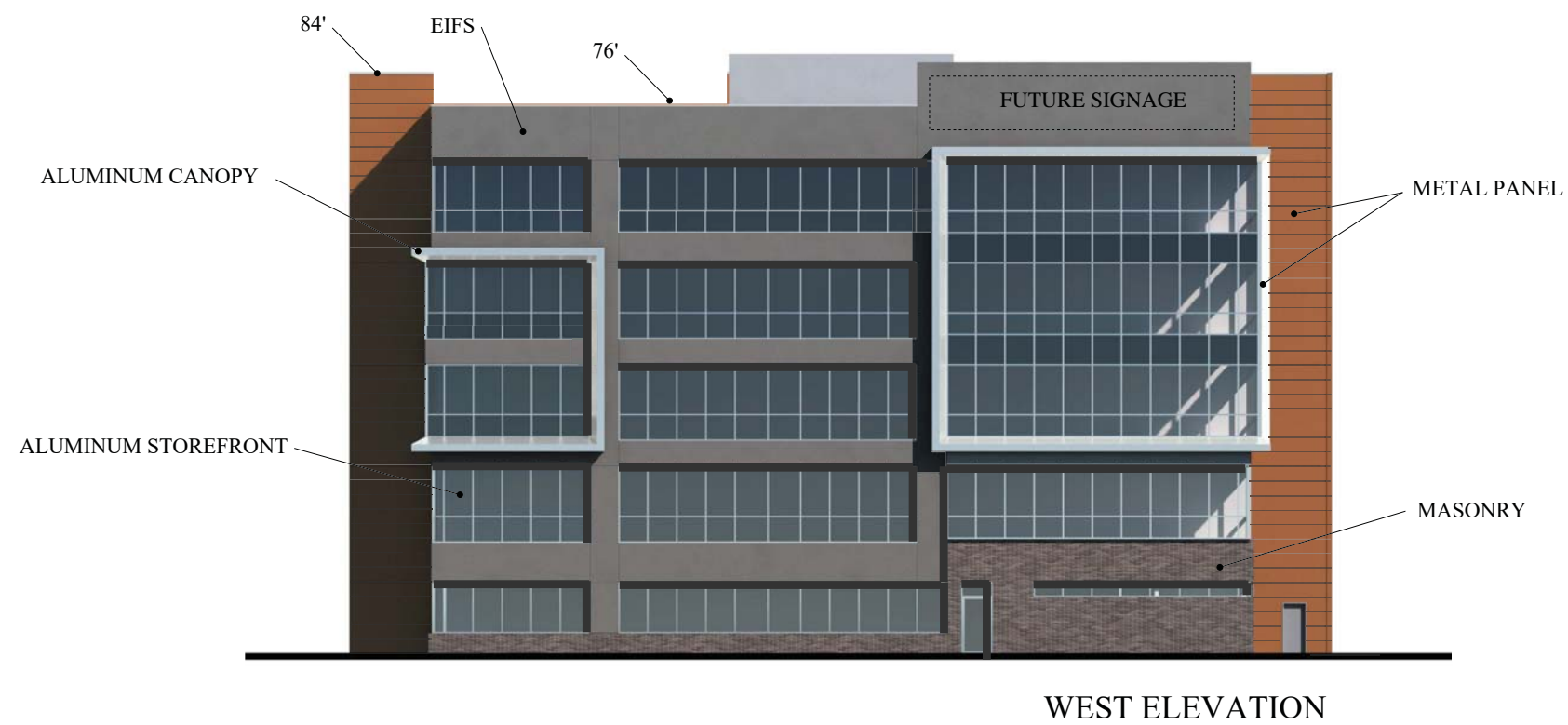
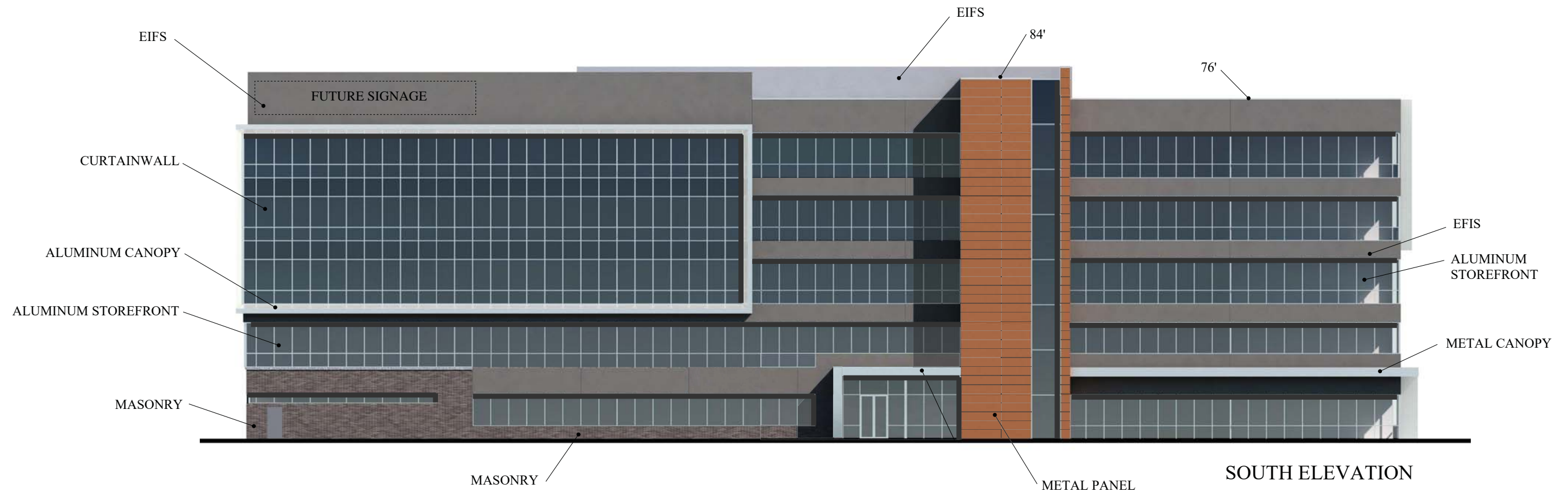


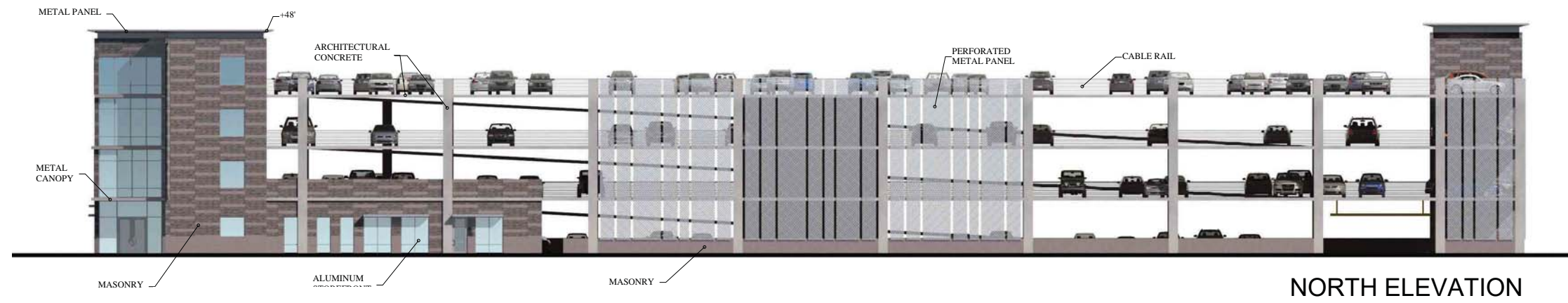
GARAGE VIEW FROM FRONT & 11TH STREET



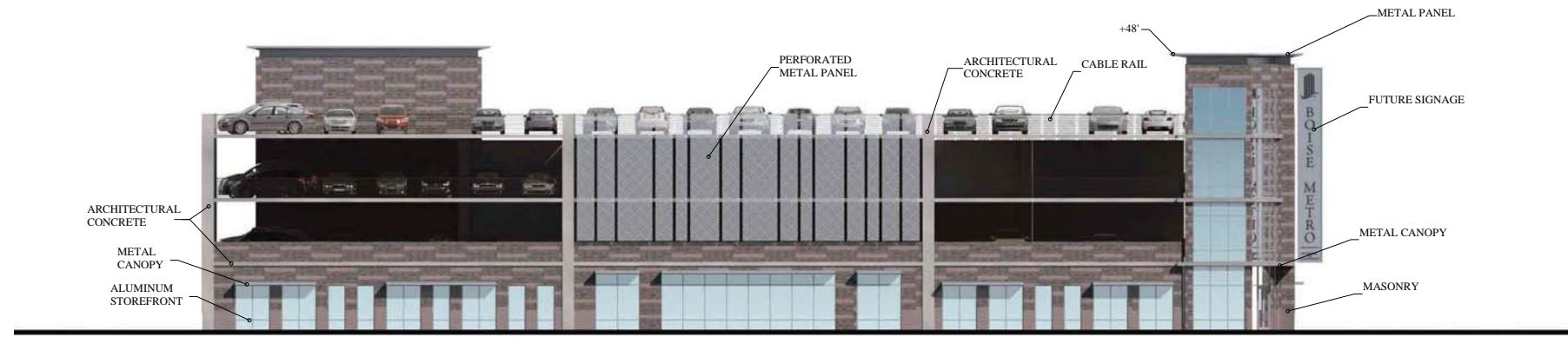
OFFICE VIEW FROM MYRTLE & 13TH STREET



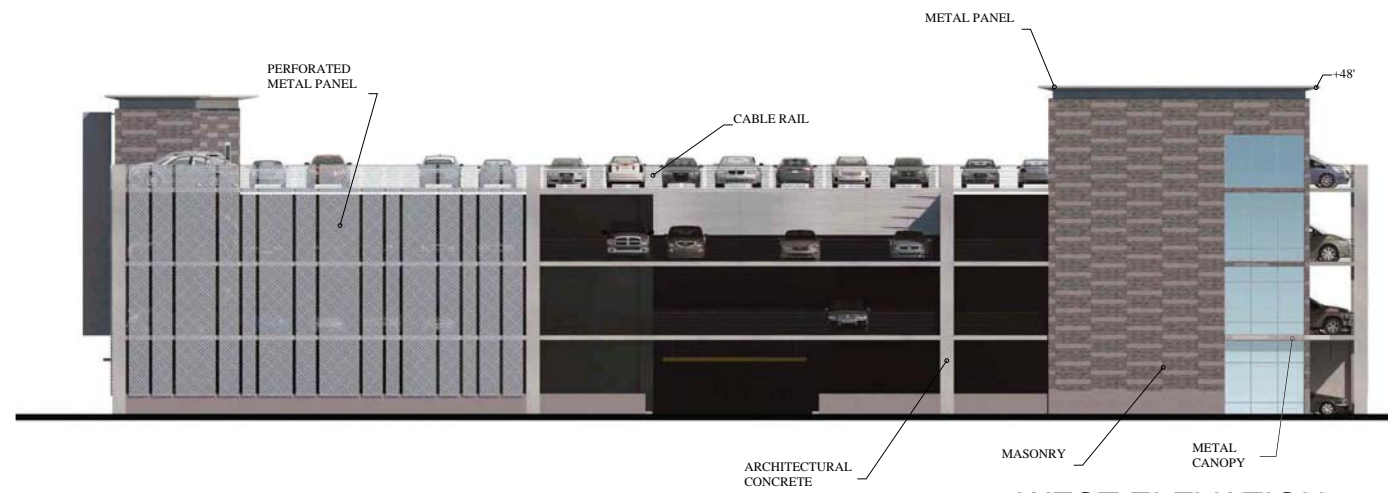




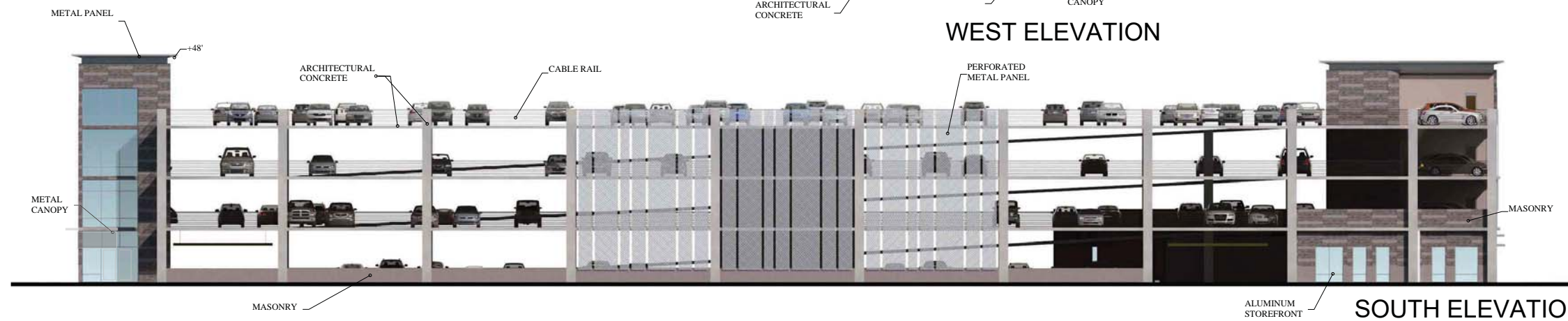
NORTH ELEVATION



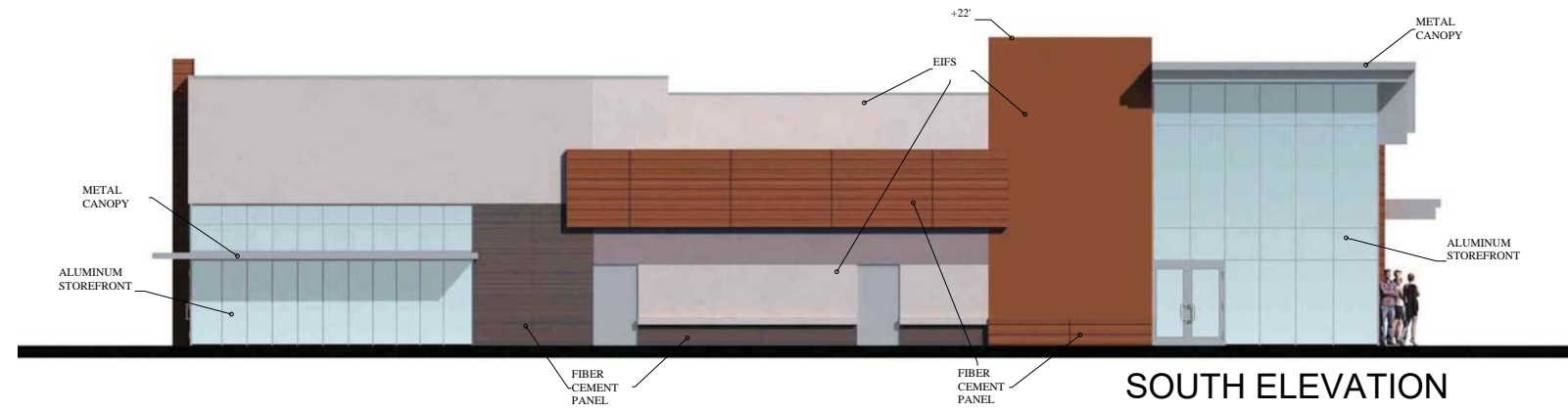
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



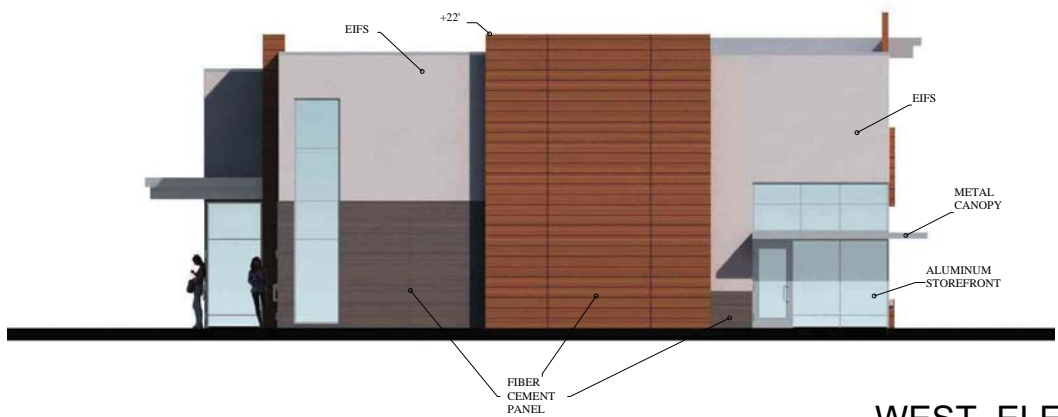
SOUTH ELEVATION



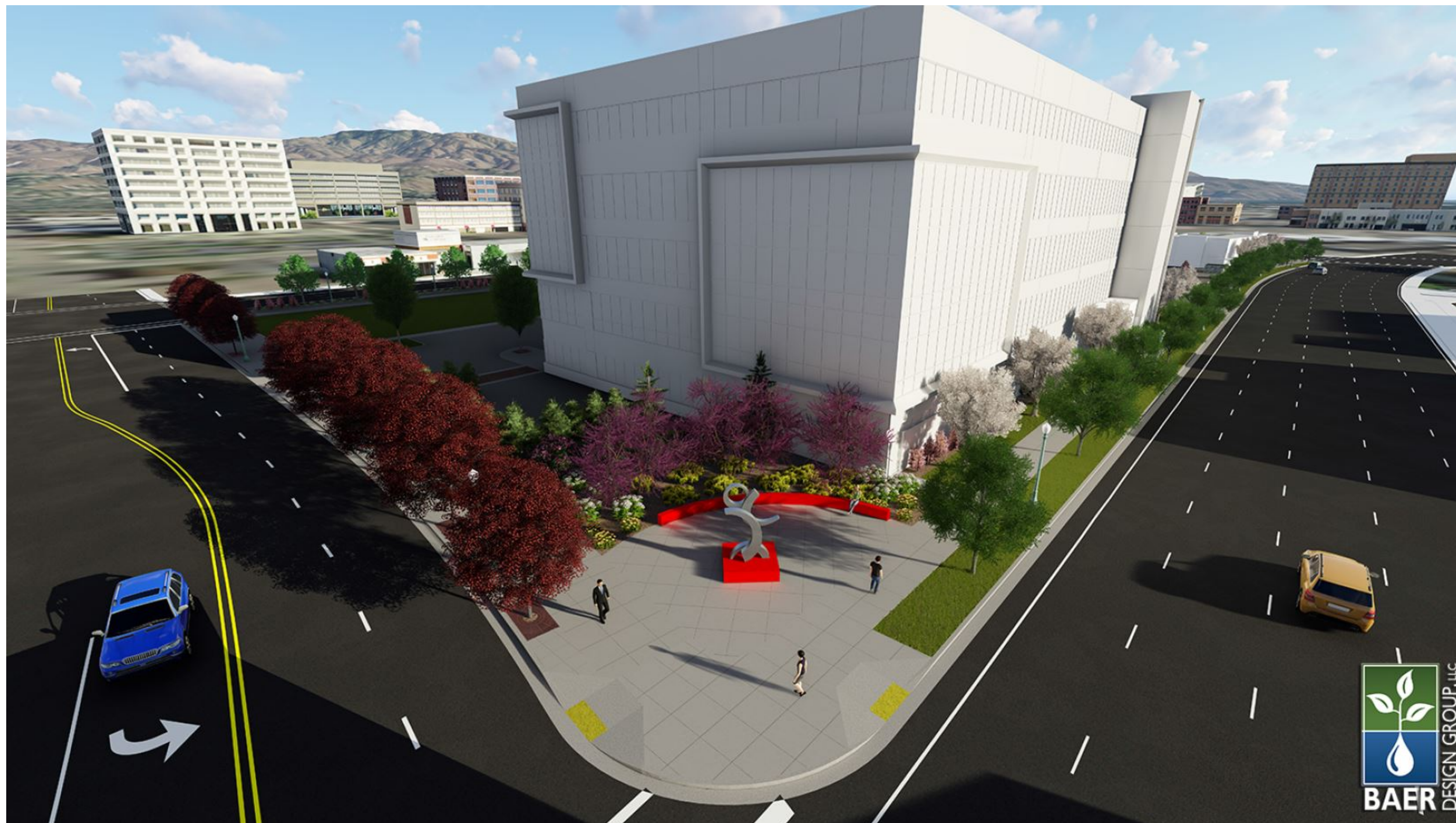
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



RENDERING OF PUBLIC ART LOCATION AT THE CORNER OF 13TH AND MYRTLE



RENDERING OF PUBLIC PLAZA AND STREETSAPES LOCATED AT 11TH AND MYRTLE



RENDERING OF 12TH STREET ALIGNMENT AND PEDESTRIAN CROSSING LOOKING NORTH



RENDERING OF 12TH STREET ALIGNMENT AND PEDESTRIAN CROSSING LOOKING SOUTH

EXHIBIT C
PUBLIC IMPROVEMENTS PLAN AND NARRATIVE

Exhibit C - Public Improvement Plan & Narrative

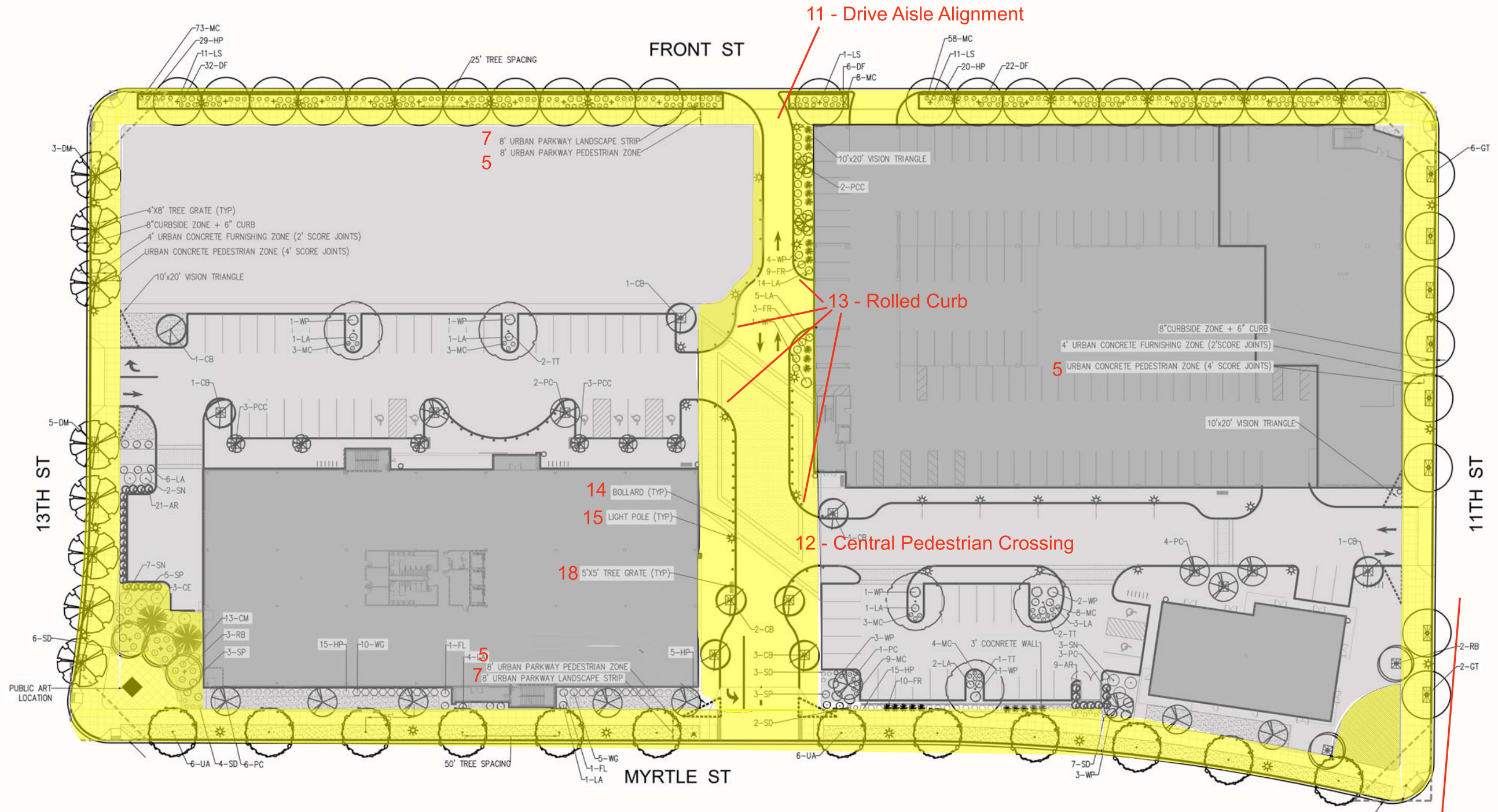
Public Improvement Area

LANDSCAPE NOTES:

1. Contractor shall verify all utility locations prior to construction operations.
2. An automatic sprinkler system shall be installed for all landscaped areas. The system shall be designed and installed so as to prevent any overspray beyond the borders of the lot, particularly preventing overspray onto buildings, walkways and roads. Irrigation system shall provide 100% coverage.
3. All lawn areas shall be irrigated with spray heads as required to fit the site. All shrub beds shall be irrigated with Netafim CV dripline. Install per manufacturers recommendations.
4. All street trees shall be irrigated as defined in the CCDC Streetscape Standards.
5. All lawn areas shall be irrigated separately of shrub and tree areas.
6. Contractor shall zone sprinkler areas to best fit micro climates.
7. Contractor shall submit an irrigation shop drawing to Landscape Architect for review prior to initiating landscape or irrigation installation.
8. Report to Landscape Architect all conditions which prevent the proper execution of this work prior to beginning work.
9. Contractor shall stake all trees necessary to prevent blow over. Contractor's discretion. Stakes must be removed within 12 months after planting.
10. All plant material shall conform to the American Nurseryman standards.
11. All planter beds shall receive a minimum 3" depth of small chunk bark mulch.
12. All plant material shall be guaranteed for one year after installation. Contractor shall immediately replace all plant material found dead with the same size and species at no cost to the owner.
13. Finish grades are to be smooth with positive drainage. See Grading Plan.
14. The top 6" of topsoil in all planter beds and lawn areas are to be amended at a ratio of 3 cu. yds. of organic matter per 1000 sq. ft. Roto-till organic matter 6" into topsoil.
15. Fertilize all trees and shrubs with 'Agriform' planting tablets. Follow manufacturer's recommendations.
16. Ensure all planter beds have 18" of topsoil, lawn areas shall have a min. 12" of topsoil. Spread, compact and fine grade topsoil smoothly to 3" below surface of walkways and curbs in planter bed areas.
17. Clean up any topsoil or other debris on site created from landscape operations and dispose of properly off site.

All Streetscapes will meet the City of Boise Streetscape Standards

Numbers in red correlate with item numbers in Exhibit D



6 - 11th Street Striping to include bike lane

Exhibit C- Public Improvements Plan Narrative

All elements as previously approved in DRH16-00079 and depicted on Sheets L100, SP100, and SP501 submitted in support thereof (Ultimate configuration and scope of work, including individual elements, is subject to final approval by the City of Boise at the construction stage)

1. 12th Street Aligned Drive Landscape and Streetscape

Interior drive aligned with historic 12th Street orientation to the north of property, width of improvements ranging from 33' to 64' approximately 340' in length

Traffic rated concrete hardscape for drive aisles from Myrtle Street north to center of site and from Front Street south center of site

Stamped colored concrete (Harvest Gold, integral color by Innotech), with additional coring details to define central pedestrian crossing area, consisting of 7155 square feet

Rolled curb separating all drive areas from pedestrian areas which sidewalks will be finished with a standard grey broom finish.

34 lighted bollards

21 light posts installed

5 deciduous shade trees

5 4'x4' tree grate and frame

2 Site Benches

2 Trash Cans

2. Front Street Landscape and Streetscape

Modified Urban Parkway Streetscape approved pursuant to DRH16-00079 to match landscape and streetscape to the east previously approved for Simplot east of 11th Street (See Modified Urban Parkway Streetscape - Detail 13)

8 foot wide sidewalk

8 foot wide landscape strip adjacent to Front Street, with curb and gutter, restoration of pavement and striping

22 deciduous shade trees, spaced approximately 25' apart, with assorted other shrubs, perennials & groundcover placed within the planting strip

11 historic light posts installed per Boise City requirements

Total linear feet of improvement type along street face – approximately 655 feet

3. Myrtle Street Landscape and Streetscape

Modified Urban Parkway Streetscape approved pursuant to DRH16-00079 to match landscape and streetscape to the east previously approved for JUMP east of 11th Street (See Modified Urban Parkway Streetscape - Detail 6)

8 foot wide sidewalk

8 foot wide landscape strip adjacent to Myrtle, with curb and gutter, restoration of pavement and striping

Variable width planting zone located north of sidewalk between sidewalk and improvements to include sod, other shrubs, perennials & groundcover

22 deciduous shade trees or conifers, spaced approximately 50' apart, but alternating on the north and south sides of the sidewalk to provide for an alternating canopy of trees that are spaced approximately 25' apart, with assorted other shrubs, perennials & groundcover placed within the variable width planting zone north of the sidewalk

6 historic light posts installed per Boise City requirements

Total linear feet of improvement type along street face – approximately 670 feet

4. 11th Street Landscape and Street Scape

Typical Urban Concrete Streetscape standard applied along 11th Street between Front Street and Myrtle Street configured to match approval for Simplot and JUMP – (See Urban Concrete Streetscape Standard - Detail 9)

8 foot wide sidewalk

4 foot furnishing zone, with curb and gutter, restoration of pavement and striping, including bike lane on 11th Street

Variable tree and curbside zone of 8' or more

8 deciduous shade trees or conifers, spaced approximately 30' apart

8 4'x8' tree grate and frame installed per Boise City requirements

Installation of suspended pavement system for areas specified by ACHD

4 historic light posts installed per Boise City requirements

Total linear feet of improvement type along street face – approximately 350 feet

5. 13th Street Landscape and Street Scope

Typical Urban Concrete Streetscape standard applied along 13th Street between Front Street and Myrtle Street – (See Urban Concrete Streetscape Standard Detail 9)

8 foot wide sidewalk

4 foot furnishing zone, with curb and gutter, restoration of pavement and striping

8 deciduous shade trees or conifers, spaced approximately 30' apart

8 4'x8' tree grate and frame installed per Boise City requirements

Installation of suspended pavement system for areas specified by ACHD

4 historic light posts installed per Boise City requirements

Total linear feet of improvement type along street face – approximately 325 feet

6. 11th and Myrtle Plaza

Approximately 1150 square feet located to the west and north of the proposed streetscape areas on 11th Street and Myrtle Streets

Paved with pavers to match existing pioneer corridor in terms of size, material and color

2 additional deciduous trees and 2 4'x4' tree grate and frame installed per Boise City requirements

3 bollards installed per Boise City requirements

7. 13th and Myrtle Plaza

Approximately 950 square feet located to the east and north of the proposed streetscape areas on 13th Street and Myrtle Streets

Concrete scored flatwork for plaza upon which a piece of public art will be installed.

Concrete seat wall installed between plaza and landscaping

Landscaping area with 3 Eastern Red Buds and 3 Karl Fuchs Himalayan Cedars, together with assorted other shrubs, perennials & groundcover placed adjacent to the plaza

8. Underground Location of Utilities along 13th Street

Presently there are aboveground utility lines that are adjacent to the site along 13th Street.

There is approximately 350 linear feet of aerial utilities adjacent to the site, together with 80 feet of aerial utilities over each of Myrtle Street and Front Street connecting to the site that at a minimum will be required to be placed underground.

The final configuration and cost will be directly related to the requirements of Idaho Power, and the length of additional utility facilities north of Front Street and South of Myrtle Street that will be required to be included as part of the project.

EXHIBIT D
PUBLIC IMPROVEMENTS COST ESTIMATE

CCDC Participation Program

Public Improvements Costs

Actual Eligible Costs To Be Determined by CCDC

Project Name: Parcel B

By: Gardner (formatted by
CCDC)

STREETSCAPE: (In right-of-way)

11th, 12th, Front, Myrtle Streetscapes

See notes 2-7 on Exhibit C - Public Improvements Plan Narrative

#	ITEM DESCRIPTION	QUANTITY	TOTAL COST
1	Site Prep / Surface demolition		167,000
2	SWPP		16,000
3	Earthwork		125,000
4	Paving		108,900
5	Site Concrete (8' Pedestrian Zone)		375,000
6	11th Street Striping		8,500
7	Landscaping		355,900
8	Dry Utilities		192,450
9	Pioneer Pathway Plaza and Landscaping		180,000
10	GC Fee		152,150
	SUBTOTAL		\$ 1,680,900

12th Street Aligned Drive - Landscape and Streetscape

See note 1 on Exhibit C - Public Improvements Plan Narrative

11	12th Street Aligned Drive		Incl. below
12	7100 +/- SF colored concrete central pedestrian crossing		Incl. below
13	Rolled Curb on both sides (woonerf style)		Incl. below
14	Lighted bollards, pedestrian level	34	Incl. below
15	Street lights	21	Incl. below
16	Benches	2	Incl. below
17	Trash cans	2	Incl. below
18	Street trees, grates, frame, landscape	4-5	Incl. below
	SUBTOTAL		\$ 750,000

11th Street Utility Relocation

See note 8 on Exhibit C - Public Improvements Plan Narrative

19	Relocation of above ground utility facilities		
	SUBTOTAL		\$ 1,000,000

Fees / Contingency

23	Architectural/ Engineering / Soft Costs	15%	514,635
24	Contingency	10%	343,090
	SUBTOTAL		\$ 857,725

Total Streetscape Costs: 4,288,625

NOTE: costs do not include signal or pedestrian relocation on Myrtle or any city impact and ACHD fees.

EXHIBIT E
Project Timeline and Estimated Value

	ELEMENT A	ELEMENT B	ELEMENT C	ELEMENT D
Description	Retail Building	Commercial Building	100,000 SF Office Building	650 Car Garage +/-; 250 to 280 Public; 380 to 400 private parking spaces
Private Construction Value (excludes public garage spaces)	\$2,600,000.00	\$17,000,000.00	\$20,000,000.00	\$6.5 Million to \$7 Million
DR Approval	June 2016	TBD	June 2016	June 2016
Construction Drawing Final	August 2016	TBD	November 2017	August 2016
Submittal for Building Permit	September 2016	TBD	December 2017	September 2016
Building Permit Approval	November 2016	TBD	January 2018	November 2016
Construction Financing	January 2017	February 2017	January 2018	January 2017
Commencement of Construction	January 2017	February 2017	February 2018	January 2017
Completion of Construction	October 2018	April 2018	April 2019	October 2017

4840-0173-6242, v. 10

PURCHASE AND SALE AGREEMENT
Parcel B Project – CCDC Garage Unit
1101 W. Front Street, Boise, Idaho 83702

This Purchase and Sale Agreement (this “**Agreement**”) is made effective as of the last execution date set forth below (the “**Effective Date**”) by and between CAPITAL CITY DEVELOPMENT CORPORATION (the “**Buyer**”) and BVGC PARCEL B, LLC, an Idaho limited liability company or its assignee (collectively, the “**Seller**”), collectively the “**Parties**”.

RECITALS

A. Seller owns that certain real property located at 1101 W. Front Street, Boise, ID 83702, and legally described on Exhibit A (the “**Property**”). The Property is being developed as part of a mixed use development with a variety of commercial, retail, and parking uses located therein (the “**Project**”).

B. Seller intends to develop and improve the Property and construct structured automobile parking with certain other commercial uses thereon (the “**Garage**”).

C. Seller will create a condominium regime for the Garage, creating various units for parking and commercial use. The area of the Garage to be owned by Buyer will be a separate condominium unit (the “**CCDC Garage Unit**”). The CCDC Garage Unit is graphically depicted on Exhibit B (the “**Concept Plans**”).

D. Seller desires to develop, sell, transfer, and convey the CCDC Garage Unit and Buyer desires to purchase the CCDC Garage Unit all according to the provisions set forth in this Agreement.

E. Seller and Buyer have simultaneously entered into that certain Type 3 Special Assistance Participation Agreement in connection with the Property (the “**Participation Agreement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **AGREEMENT TO PURCHASE AND SALE.** Subject to and in consideration of the mutual terms and conditions contained in this Agreement, Seller agrees to sell and convey the CCDC Garage Unit to Buyer and Buyer hereby agrees to purchase the CCDC Garage Unit from Seller.

2. **PURCHASE PRICE.** The purchase price for the CCDC Garage Unit shall be the sum of Five Million Dollars (\$5,000,000) (the “**Purchase Price**”). Buyer agrees to pay the Purchase Price in cash at Closing (as defined below).

3. **FURTHER AGREEMENTS.**

3.1 **Minimum Requirements for the CCDC Garage Unit.** The CCDC Garage Unit shall be developed, at a minimum, consistent with the following:

- No less than 250 parking spaces in total for the use of the general public 24 hours a day, 365 days a year.
- The total number of handicapped accessible spaces for the garage shall meet applicable state and federal legal standards and safe paths from the accessible spaces to egress points.
- No less than 22’ wide drive aisles on the straightaways, with no less than 23’ 8” wide turning aisles.
- Parking spaces shall be a minimum of 8’-6” x 18’, there shall be 104 stalls that are 9’ x. 18’ and 146 stalls that are 8’-6” x 18’, recognizing that structural elements may intrude into and reduce the length of stalls up to 6”. The CCDC Garage Unit shall contain at least 40% of spaces that are nine (9) feet wide.
- No compact spaces
- All parking access control system equipment shall be manufactured by Scheidt & Bachmann, shall be approved by Buyer before ordering and installation, and shall be compatible with Buyer’s equipment installed in the existing Downtown Public Parking System garages owned and operated by Buyer.
- All parking related signage and safety packages (mirrors, concrete markings, lighting) as well as their location within the CCDC Garage Unit and proposed on the exterior shall be approved by Buyer before purchasing and/ or installation.
- All signs (interior and exterior) shall comply with Buyer’s parking sign policy and design standards. Design and location of all signs shall be approved by Buyer prior to Seller incurring any costs related to signs.
- Buyer shall have final approval over the entity that will manage the Garage, which shall be the same entity that operates and manages Buyer’s other parking facilities, unless expressly agreed to in writing.

3.2 **Conceptual Plans and Specifications.** The Concept Plans are attached hereto as Exhibit B and generally depict the Garage, including the CCDC Garage Unit, as approved by the Boise City Design Review Committee in Matter DRH16-00079.

3.3 **Final Plans and Specifications.** Seller shall prepare and submit to Buyer for review and approval final plans and specifications for the CCDC Garage Unit (the “**Final Plans**”) on or before October 1, 2016. Buyer agrees to promptly review and

provide any comments regarding the CCDC Garage Unit to Seller within thirty (30) days of receipt of the Final Plans. Buyer and Seller agree to work together in good faith and promptly to resolve any issues associated with the Final Plans. Seller agrees to construct the CCDC Garage Unit substantially in accordance with the Final Plans subject to changes approved by Buyer and customary industry tolerances, variances, and similar matters. Notwithstanding the foregoing, any material substitution of building material(s) and any change in the parking access revenue control system equipment must be approved by Buyer in writing, which approval shall not be unreasonably conditioned, withheld, or delayed.

3.4 Condominium Documents. Seller shall develop the Garage as set forth herein and shall condominiumize the Garage, for purposes of sale or lease of an interest in the condominium to Buyer as set forth herein. Parties acknowledge that in furtherance of the development and construction of the Garage, that Seller shall prepare and submit to Buyer for review and approval a condominium plat for the Garage which shall include the CCDC Garage Unit (the “**Condominium Plat**”) and a declaration satisfying the requirements of the Idaho Code to create a condominium (the “**Condominium Declaration**”). The Condominium Plat and Condominium Declaration are collectively referred to herein as the “**Condominium Documents.**” The Condominium Documents shall be submitted to Buyer on or before June 1, 2017. The Parties agree that as to the CCDC Garage Unit, the forms of the Condominium Documents will be subject to mutually agreed upon refinement, adjustment, and modification throughout the development of the Garage. The Buyer’s approval of the final form of the Condominium Documents, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Buyer agrees to promptly review and provide any comments to Seller within thirty (30) days of receipt of the Condominium Documents. Buyer and Seller agree to work together in good faith and promptly to resolve any issues associated with the Condominium Documents. Upon Buyer’s approval of the Condominium Documents, this Agreement shall be amended to incorporate the legal description of the Property that Buyer will acquire derived from the Condominium Documents as Exhibit A.

3.5 Parking Management Agreement. Buyer shall prepare and submit to Seller for review and approval a parking garage management agreement for the Garage (the “**Parking Management Agreement**”) on or before June 1, 2017. The Parking Management Agreement shall include appropriate provisions regarding the management and operation of the parking units and parking garage areas of the Garage and such other provisions as Seller and Buyer determine are appropriate, that are not otherwise addressed in the Condominium Documents. The Buyer’s approval of the final form of the Parking Management Agreement, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Buyer agrees to promptly review and provide any comments to Seller within thirty (30) days of receipt of the Parking Management Agreement. Buyer and Seller agree to work together in good faith and promptly to resolve any issues associated with the Parking Management Agreement.

3.6 Master Declaration, Grant of Easements, and Common Area Maintenance Agreement. Seller and Buyer shall negotiate and approve a Master Declaration, Grant of Easements, and Common Area Maintenance Agreement (the “**Master Declaration and CAMA**”) for the Project on or before June 1, 2017. The Master Declaration and CAMA shall include appropriate provisions concerning the management and maintenance of the private driveways within the Project and grants of easements for the private driveways and pedestrian pathways for ingress and egress. Provided, separate easements may be executed for recording purposes for the private driveways and pedestrian pathways. Said easements shall be in the locations generally depicted on **Exhibit C** (the “**Site Plan**”). The Buyer’s approval of the final form of the Master Declaration and CAMA, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Buyer agrees to promptly review and provide any comments to Seller within thirty (30) days of receipt of the Master Declaration and CAMA. Buyer and Seller agree to work together in good faith and promptly to resolve any issues associated with the Master Declaration and CAMA.

3.7 Additional Documentation. Seller and Buyer acknowledge that due to the complexity of the development of the Project, including the construction and creation of the Garage and the CCDC Garage Unit, their respective obligations hereunder, and the timing for completion of the construction of the Project, that financing of the construction and development of the Project necessitates their cooperative efforts. The documents related to this Project as set forth in this Article 3 will require their joint efforts to satisfy certain obligations related to the lender financing of the development and construction of the Project including, potentially, the execution and delivery of various documents related to the financing of the Project, including, but not limited to easements, subordinations, assignments and other related instruments required from time to time by financial entities for the initial construction loan and subsequent permanent financing for the Parties’ respective interests in the Project.

3.8 Construction. Seller plans to commence construction of the Garage on or before October 31, 2016 (the “**Start Date**”), and have the Garage substantially completed on or before October 31, 2017 (the “**Completion Date**”). Buyer and Seller understand and agree that the foregoing dates are tentative and may be extended for up to one hundred eighty (180) days by Seller by written notice to Buyer. Such dates shall also be extended for delays due to Acts of God and other matters outside the control of Seller.

3.9 Environmental Evaluation. Seller has obtained that: (a) certain Phase 1 Environmental Site Assessment dated September 4, 2015 prepared by Materials Testing & Inspection (the “**Phase I**”), and (b) the Limited Subsurface Investigation and REM-P Screening Level Evaluation dated September 11, 2015 prepared by Materials Testing & Inspection (the “**Subsurface Investigation**”) copies of which has been provided to Buyer (collectively the Phase I and Subsurface Investigation are hereafter referenced as the “**Environmental Reports.**”) The Environmental Reports set forth certain past histories regarding the Property and information that the Buyer shall review and evaluate on its own.

3.10 Construction and Design Meetings During Construction of the CCDC Garage Unit. During Construction of the Garage, Seller and Buyer shall:

3.10.1 Invite Buyer (and/or a representative of Buyer) to attend regularly scheduled construction progress and design meetings for the CCDC Garage Unit to permit Buyer to assess the progress of development and construction and assess compliance with the Final Plans, as modified per the terms of this Agreement;

3.10.2 If requested, provide Buyer with written status reports on the construction of the CCDC Garage Unit in sufficient time to allow for their distribution to Buyer's board of directors prior to their regular monthly meetings;

3.10.3 Provide photos along with monthly status reports and, if requested, attend and provide oral status reports on the construction of the CCDC Garage Unit at regular monthly meetings of Buyer's board of commissioners.

4. BUYER'S CONDITIONS. If each of the following conditions are not satisfied, Buyer may, in its sole discretion, terminate this Agreement without penalty unless otherwise stated below.

4.1 Buyer's review and approval of the Preliminary Commitment as set forth in Article 5, to be provided to Buyer at Seller's cost.

4.2 Buyer's review and approval of the Condominium Documents as set forth in Section 3.4.

4.3 Buyer's obligations under this Agreement are contingent upon its review of the Environmental Reports. The satisfactory nature of the Environmental Reports and the environmental condition of the Project and Property shall be determined in the sole discretion of Buyer. Buyer shall have no less than thirty (30) days following the execution of this Agreement to obtain and review the Environmental Reports. In the event Buyer determines that the Environmental Reports are not satisfactory, Buyer may provide notice to Seller within this thirty (30) day period and terminate this Agreement.

4.4 Buyer's obligations under this Agreement are contingent upon its securing adequate financing from a financial institution or bond issuance, on or before June 30, 2017. Buyer shall exercise commercially reasonable efforts to secure adequate financing as set forth above, including but not limited to taking such actions as are reasonably necessary to secure financing or issuance of a bond comparable with those efforts previously taken by Buyer to obtain such or such efforts as are generally taken by peer entities like Buyer to obtain same. In the event Buyer fails to obtain adequate financing as set forth above, subject to the following sentence, Buyer may provide notice to Seller on or before June 30, 2017, and terminate Buyer's obligation to purchase the CCDC Garage Unit. Provided, if Buyer does not secure adequate financing to purchase the CCDC Garage Unit, then Buyer and Seller shall enter into a lease agreement with purchase option pursuant to the following terms:

4.4.1 The term of the lease shall be five (5) years.

4.4.2 The lease shall be for two hundred (200) parking stalls located within the CCDC Garage Unit.

4.4.3 The annual base rent during the initial term of the lease shall be \$695,000.00. The annual base rent during any extension period shall be the fair market rental value, with the method to determine the fair market value being detailed in the lease.

4.4.4 Buyer shall pay all maintenance and operational costs allocable to the CCDC Garage Unit during the term of the lease.

4.4.5 So long as there is no default under the lease, Buyer shall have the option to purchase two hundred (200) parking stalls within the CCDC Garage Unit at any time that the lease is in effect. Prior to closing, the CCDC Garage Unit shall be modified to reflect the actual stalls being conveyed. The purchase price shall be \$5,000,000.00. Buyer shall receive credit towards the purchase price in the amount of the base annual rent of \$695,000.00 for each year of the lease during which base annual rent is actually paid.

4.4.6 Except for the credit set forth in the foregoing section, Buyer shall not be entitled to any other refund, rebate, or return of any of the annual base rent paid during the term of the lease.

4.5 Buyer's inspection of the CCDC Garage Unit after construction has been completed but prior to Closing and determination that the CCDC Garage Unit, as constructed, conforms to the Final Plans, in all material respects, as modified by agreement of the Parties, and subject to customary industry tolerances and variances.

5. TITLE AND INSURANCE

5.1 Within ten (10) days from the execution of this Agreement by both Parties, Seller shall provide, at its expense, a preliminary commitment (the "**Preliminary Commitment**") for standard coverage title insurance for an amount equal to the Purchase Price from First American Title Insurance Company, 3540 E. Longwing Lane, Suite 230, Meridian, Idaho 83646, Attn: Tami Dejournalt-Albert (the "**Escrow Agent**"). Buyer shall review the exceptions appearing on the Preliminary Commitment for title insurance and shall provide a notice in writing to Seller stating which exceptions, if any, must be removed at or prior to Closing. Buyer shall have thirty (30) days following the delivery of the Preliminary Commitment to review and provide objections to the Preliminary Commitment. Should Seller, in the opinion of Buyer, demonstrate an inability to remove the exceptions on the Preliminary Commitment necessary to transfer title to the Property free and clear of all liens and encumbrances, Buyer, at Buyer's option, may choose not to proceed with the transaction at no penalty to Buyer. Buyer shall provide reasonable notice of any unacceptable liens or encumbrances to Seller and shall provide Seller a reasonable opportunity to remove or otherwise address such.

In the event Buyer determines that the condition of title set forth in the Preliminary Commitment are not satisfactory, Buyer may provide notice to Seller within this thirty (30) day period and terminate this Agreement.

5.2 At Closing, Escrow Agent shall, at Seller's expense, be prepared to issue to Buyer a standard ALTA owner's policy of title insurance (the "**Owner's Policy**") in the amount of the Purchase Price insuring that fee simple title to the CCDC Garage Unit is vested in Buyer, subject only to the exceptions appearing on the Preliminary Commitment that Buyer deemed acceptable as set forth in Section 5.1 together with such other instruments approved by Buyer as are reasonably necessary to create and govern the CCDC Garage Unit as anticipated herein (the "**Permitted Exceptions**"). Buyer may, at its cost, obtain extended coverage title insurance.

5.3 At Closing, Seller shall execute a (i) a special warranty deed (the "**Deed**") conveying good and marketable title to the CCDC Garage Unit to Buyer in the form attached as Exhibit E, free from encumbrances done, made, or suffered by Seller except (a) taxes not yet due and payable and (b) matters of record or appearing on the land, including the Permitted Exceptions, and (ii) an affidavit of non-foreign status.

6. CLOSING

6.1 Closing shall occur through Escrow Agent (the "**Closing**"). The Closing shall occur on or before thirty (30) days after Seller receives from the City of Boise ("**City**") a certificate of occupancy for the Garage that the CCDC Garage Unit is complete and may be used by Buyer as a public parking garage (the "**Closing Date**"), unless otherwise agreed in writing by the Parties. The certificate of occupancy may be a temporary certificate of occupancy so long as (a) Buyer is able to utilize the CCDC Garage Unit as a public parking garage and (b) Seller is reasonably able to undertake the completion of those outstanding items necessary for issuance of a final certificate of occupancy by the City, it being anticipated that a final certificate of occupancy may not be issued until completion of certain other improvements for the commercial component of the Garage, which shall not interfere with the use and operation of the Garage for parking of vehicles.

6.2 On or before the Closing Date, Buyer and Seller shall deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or official bank check), as necessary to complete the transaction in accordance with this Agreement, and any other customary closing documents reasonably requested by Escrow Agent.

6.3 Costs and Prorations of Closing

6.3.1 Seller shall pay all taxes levied and assessed against the CCDC Garage Unit for all periods prior to the Closing Date. Taxes for the year in which the Closing occurs shall be prorated as of the Closing Date.

6.3.2 Rents, utilities, and other charges and income items shall be prorated as of the Closing Date. Seller shall pay all costs of terminating any existing service or maintenance contracts unless otherwise agreed in writing by Buyer.

6.3.3 Seller shall pay the premium for the Owner's Policy. If Buyer intends to purchase an extended coverage policy or any other endorsements, then Buyer shall pay any additional premium required therefor.

6.3.4 Buyer and Seller shall each pay one-half (1/2) of Escrow Agent's escrow fees. Buyer shall pay the cost of recording the Deed.

6.3.5 All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement.

6.4 Buyer shall be entitled to possession of the CCDC Garage Unit upon Closing, subject only to the Permitted Exceptions.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the representations and warranties to Buyer set forth below.

7.1 Seller has full power and right to enter into this Agreement and to sell the CCDC Garage Unit, and that the person executing this Agreement has full power and right to execute this Agreement on behalf of Seller.

7.2 At Closing, there will be no agreements (written or oral) in the nature of leases, rental agreements, licenses or other right to use or occupy the CCDC Garage Unit, other than as identified in the Permitted Exceptions, that will affect the CCDC Garage Unit from and after the Closing Date.

7.3 At Closing, Seller shall have paid or caused to be paid all costs for work performed on the CCDC Garage Unit by Seller or at Seller's request. Seller shall not allow any mechanic's liens on account of work done on behalf of Seller or persons claiming under Seller to be filed on the CCDC Garage Unit (after the Closing Date).

7.4 Subject to any information contained in the Environmental Reports referenced above, Seller has no actual knowledge of any "Hazardous Materials" (as defined below) that may have been used, produced, released, stored, transported, disposed of, generated, deposited in, over, under, or upon the Property in violation of then applicable law. The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any environmental laws. Buyer acknowledges that (i) subject only to those express representations and warranties set forth herein, it is acquiring its interest in the CCDC Garage Unit with respect to the environmental condition of the Property, on an AS-IS/WHERE IS basis, and (ii) the Property was previously utilized as a rail yard and warehousing facility and that has been subject to further use as a surface parking lot and construction storage area and that a detailed

history of its prior existence and environmental condition is set forth in the Environmental Reports.

8. WARRANTIES: LIMITED WARRANTY OF CONSTRUCTION. *Unless otherwise provided for herein, Seller hereby warrants that for a period of one (1) year from the date of Closing, Seller will make all necessary repairs and corrections to the CCDC Garage Unit, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials, or non-conformity of construction to the Final Plans. At Seller's sole option, Seller may either (1) make such repairs or corrections, (2) replace any faulty or non-conforming item or condition or (3) pay to Buyer the reasonable cost of such repair, correction, or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity; (2) shall survive Closing and the delivery of the Deed; and (3) is in lieu of all other warranties, oral or written, express or implied, except such other express written warranties as Seller may provide to Buyer and the warranties described below.*

WARRANTIES OF COMPONENTS. *Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the CCDC Garage Unit to the extent the same are assignable (the "Assigned Warranties and Guarantees"). Seller shall assist Buyer in making any claims under the Assigned Warranties and Guarantees.*

9. ESCROW INSTRUCTIONS. Escrow Agent shall be instructed to, in a manner consistent with the terms hereof: receive and hold deposits and other funds; disburse such funds in accordance with separate authorization signed by Buyer and Seller; prepare closing statements for execution by Buyer and Seller, receive documents, secure their execution and acknowledgement, record them in the proper sequence, deliver originals to the appropriate parties, and deliver copies of all documents signed by either party to that party.

10. CASUALTY/CONDEMNATION. If the CCDC Garage Unit is or becomes damaged or destroyed by fire or other casualty, or the subject of a condemnation proceeding, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller prior to the Closing Date. In the event Buyer does not elect to terminate this Agreement, the Purchase Price shall be reduced by the total of any insurance proceeds or condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all of Seller's rights in and to any future insurance proceeds or condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of any casualty or condemnation proceedings within five (5) days after Seller learns thereof (or, in the event Seller learns of such proceedings within five (5) days of Closing, Seller shall notify Buyer prior to Closing). Buyer may if it chooses to participate in any discussions with insurers or such condemnation proceeding and Seller shall make no settlement or agreement regarding the same without Buyer's written approval.

11. DEFAULT AND REMEDIES.

11.1 If Buyer or Seller defaults under this Agreement, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity, including but not limited to specific performance and including submitting matters to binding arbitration as set forth herein.

11.2 A party shall be in "default" if a party fails to perform its obligations hereunder and fails to cure or remedy such default within ten (10) days (or such longer period if a longer cure period is reasonably required) after receipt of written notice from the party claiming the default, specifying the nature of such default.

11.3 In the event of any controversy, claim, or action being filed or instituted between Buyer and Seller relating to or arising out of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

12. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

13. TIME, SEVERABILITY. Time is of the essence of this Agreement, and each party to this Agreement agrees to promptly perform such acts as are reasonably required in connection herewith. If any provision of this Agreement to any extent is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

14. NOTICES. All notices required pursuant to this Agreement shall be given in writing and shall be deemed properly served or delivered: (a) if delivered in person, or by electronic mail transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; or (c) upon deposit with the U.S. Postal Service registered or certified mail and addressed to the Parties at the addresses set forth below or such other addresses specified hereafter:

(a) If to Buyer: Capital City Development Corporation
Attn: John Brunelle
121 North 9th Street, Suite 501
Boise, Idaho 83702

With a copy to: Elam & Burke, P.A.
Attn: Ryan P. Armbruster
P.O. Box 1539
Boise, Idaho 83701-1539

(b) If to Seller: BVGC Parcel B, LLC
Attn: J. Thomas Ahlquist
101 S. Capitol Blvd., Suite 1700
Boise, Idaho 83702

With a copy to: BV Management Services, Inc.
Attn: Cortney Liddiard
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405
Phone: (208) 523-3794
Email: flyfish@ballventures.com

With a copy to: BV Management Services, Inc.
Attn: Thel W. Casper
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405
Phone: (208) 523-3794
Email: tcasper@ballventures.com

With a copy to: Spink Butler, LLP
Attn: Geoffrey M. Wardle
251 E. Front Street, Suite 200
Boise, Idaho 83702
Phone: (208) 388-1000
Email: gwardle@spinkbutler.com

(c) If to Escrow Agent: TitleOne Corporation
Attn: Scott Darling
1101 W. River Street, Suite 201
Boise, Idaho 83702
Phone: (208) 424-8511
Email: sdarling@titleonecorp.com

The party and address to which notices are to be given may be changed at any time by any party upon written notice to the other party.

15. **ENTIRE AGREEMENT; CONSTRUCTION.** This Agreement constitutes the entire agreement between the Parties, has been entered into in reliance solely on the contents hereof, and shall not be modified except in writing signed by both Parties, supersedes any previous agreements, written or oral, between the Parties hereto, and shall be construed neutrally rather than strictly for or against either party. All Parties to this Agreement have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language in this

Agreement shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement. The Parties both acknowledge that they have entered into a Type 3 Special Assistance Participation Agreement concurrently with this Agreement, and nothing herein is intended to modify or alter that agreement.

16. **BINDING EFFECT.** This Agreement shall be binding upon the successors and assigns of the Parties to this Agreement.

17. **AGREED ENFORCEABILITY.** The Parties specifically acknowledge and agree that this Agreement shall be binding and enforceable between the Parties notwithstanding that the Condominium Documents and the exact legal description for the CCDC Garage Unit will not be available for some period after the execution hereof. The Buyer, Seller, and their successors and assigns expressly agree that the Statute of Frauds is not applicable in defeat of this Agreement, acknowledging that the CCDC Garage Unit is adequately identified so as to avoid ambiguity or confusion, while acknowledging the ultimate requirement of construction and condominiumization of the Garage. The CCDC Garage Units are to be constructed and located as shown in the Concept Plans. The CCDC Garage Units include all rights of the owner and occupant of the units comprising same as set forth in the Condominium Documents for the Garage to be executed and recorded. Upon completion and recording of the Condominium Documents, this Agreement shall be amended to incorporate the legal description for the CCDC Garage Unit.

18. **ASSIGNMENT.** Buyer and Seller shall have the right to assign this Agreement upon written approval by the other party, not to be unreasonably withheld or delayed. Buyer acknowledges that Seller will be creating a new entity that will develop and own the Garage and that will convey the CCDC Garage Units to the Buyer at closing. Provided such new entity has Seller or Seller's members as members or principals thereof, Buyer does hereby consent to such assignment upon its occurrence.

19. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts and by facsimile, and once so executed by both Parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

20. **TIME FOR PERFORMANCE.** Unless otherwise expressly stated in this Agreement, all time periods shall be deemed to mean calendar days. In the event any date for the time for performance in this Agreement falls upon a Saturday, Sunday, or legal holiday recognized in the State of Idaho, such time for performance shall be extended to the next business day.

21. **JOINT AND SEVERAL OBLIGATIONS.** In the event any party to this Agreement is composed of more than one person or entity, the obligations of said party shall be joint and several.

22. **NO WAIVER.** No waiver by either party of any default under this Agreement by the other party shall be effective or binding upon such party unless given in the form of a written instrument signed by such party, and no such waiver shall be implied from any omission by such party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any period of time other than the default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

23. **CAPTIONS.** The captions at the beginning of the several paragraphs, respectively are for convenience in locating the context, but are not part of the text.

24. **EXHIBITS.** The exhibits attached to this Agreement are incorporated herein as if fully set forth.

25. **RIGHT OF FIRST REFUSAL.** At the Closing, Buyer and Seller shall enter into a Right of First Refusal Agreement in the form of the document attached hereto and incorporated herein as **Exhibit D** (the "**Right of First Refusal**"). The execution of the Right of Right Refusal is a material consideration to Seller for selling the CCDC Garage Unit to Buyer pursuant to this Agreement.

26. **ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY OF RIGHTS.** Seller expressly acknowledges that Seller received a document entitled Summary of Property Owner's Rights When Agency Seeks to Acquire Property (the "**Summary of Rights**"), prior to Buyer and Seller finalizing this Agreement. A copy of the Summary of Rights is attached as **Exhibit F**. Seller expressly represents it understands the rights set forth in the Summary of Rights apply only to situations where Buyer is seeking to acquire property through eminent domain. Further, Seller expressly acknowledges it has voluntarily consented to enter into this Agreement, and was not coerced into entering this Agreement through threats by Buyer of exercising its powers of eminent domain if Seller did not cooperate. Accordingly, Buyer expressly waives all rights set forth in the Summary of Rights as to Owner in a condemnation proceeding.

27. **TERMINATION.** In consideration of the payment of a termination fee which is the lesser of (a) Ten Thousand Dollars (\$10,000.00) or (b) the amount paid by Buyer after the Effective Date to financial consultants, attorneys, and parking consultants with respect to this Agreement or the review of the design plans and financial information for the design and construction of the CCDC Garage Unit (not including attorney's fees), Seller may terminate and cancel this Agreement at any time on or before June 1, 2017, or one hundred eighty (180) days prior to Closing, whichever date is later, and in such event, this Agreement shall be null and void and of no force or effect.

DATED effective as of the last date set forth below.

CCDC:

Capital City Development Corporation,
an Idaho corporation

John Brunelle, its Executive Director

Date: _____

BVGC PARCEL B:

BVGC Parcel B, LLC
an Idaho limited liability company,
by its Operations Manager

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

By: _____

Christian K. Gardner

Its: Manager

Date: _____

Consented and Agreed:

TitleOne Corporation

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Legal Description of the Property

Exhibit B – Concept Plans (As Approved)

Exhibit C – Site Plan

Exhibit D – Right of First Refusal

Exhibit E – Form of Special Warranty Deed

Exhibit F – Summary of Property Owner’s Rights When Agency Seeks to Acquire
Property

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2016, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Chair 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 _____, 2016, before me _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of KC Gardner Company, L.C., the Utah limited liability company that is the Operations Manager of BVGC Parcel B, LLC, the Idaho limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

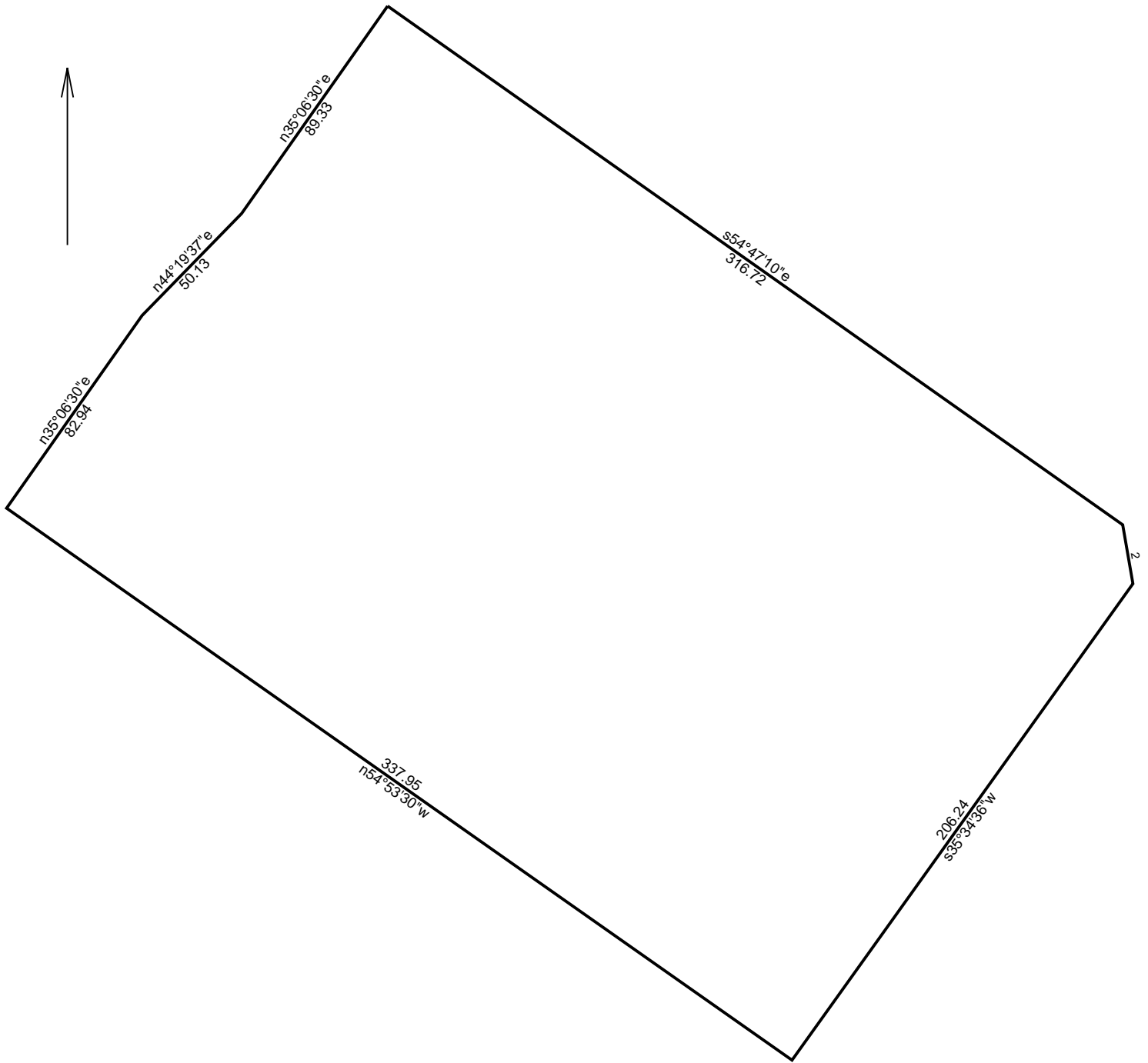
Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land being a portion of the Northwest Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho, and more particularly described as follows:

Beginning at a point marking the Northwest corner of the said Section 10; thence S.08°08'55"E. 317.89 feet to a point marking the centerline intersection of North 15th Street and west front street, as shown of Record Of Survey No. 1349, Broadway-Chinden alignment; thence along the said centerline of West Front Street S.56°41 '58"E. 760.62 feet to a point marking the centerline intersection of West Front Street and North 13th Street; thence continuing S.54°47'10"E. 50.00 feet to a point; thence leaving the said centerline of West Front Street S.35°12'50"W. 40.00 feet to the southwesterly right-of-way line of said West Front Street and S.54°47'10"E. 338.22 feet along said southwesterly right-of-way line to the real point of beginning; thence continuing along the said southwesterly right-of-way line S.54°47'10"E. 316.72 feet to the northwesterly right-of-way line of North 11th Street; thence along said northwesterly right-of-way line the following two (2) courses and distances: (1) S.09°47'12"E. 21.08 feet; (2) thence S.35°34'36"W. 206.24 feet; thence N.54°53'30"W. 337.95 feet; thence N.35°06'30"E. 82.94 feet; thence N.44°19'37"E. 50.13 feet; thence N.35°06'30"E. 89.33 feet to the point of beginning, containing 74,012 square feet in area or 1.699 acres.



Proposed Lot 2

7/13/2016

Scale: 1 inch= 52 feet

File: Proposed Lot 2.ndp

Tract 1: 1.6991 Acres (74012 Sq. Feet), Closure: s32.3935e 0.01 ft. (1/147522), Perimeter=1104 ft.

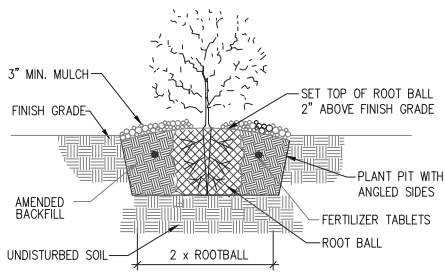
- 01 s54.4710e 316.72
- 02 s09.4712e 21.08
- 03 s35.3436w 206.24
- 04 n54.5330w 337.95
- 05 n35.0630e 82.94
- 06 n44.1937e 50.13

07 n35.0630e 89.33

EXHIBIT B
CONCEPT PLANS (AS APPROVED)

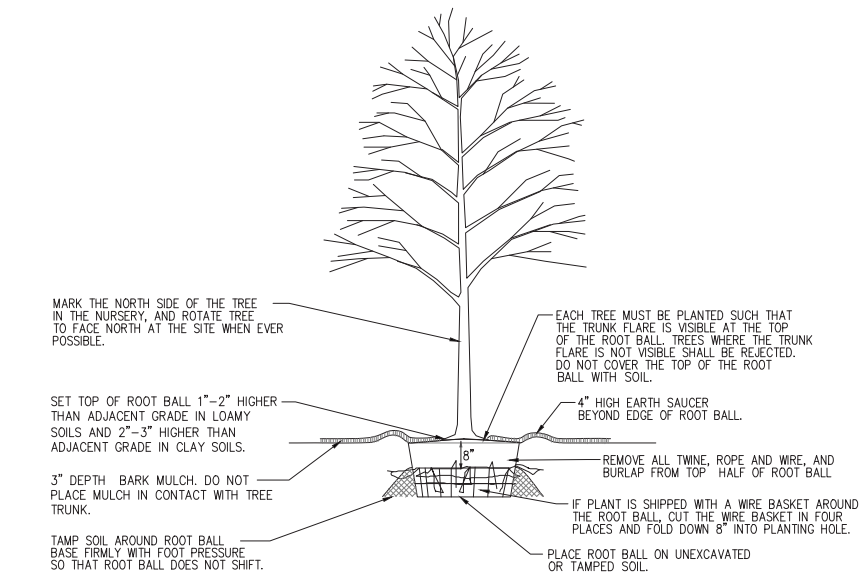
LANDSCAPE NOTES:

- Contractor shall verify all utility locations prior to construction operations.
- An automatic sprinkler system shall be installed for all landscaped areas. The system shall be designed and installed so as to prevent any overspray beyond the borders of the lot, particularly preventing overspray onto buildings, walkways and roads. Irrigation system shall provide 100% coverage.
- All lawn areas shall be irrigated with spray heads as required to fit the site. All shrub beds shall be irrigated with Netafim CV dripline. Install per manufacturers recommendations.
- All street trees shall be irrigated as defined in the CDC Streetscape Standards.
- All lawn areas shall be irrigated separately of shrub and tree areas.
- Contractor shall zone sprinkler areas to best fit micro climates.
- Contractor shall submit an irrigation shop drawing to Landscape Architect for review prior to initiating landscape or irrigation installation.
- Report to Landscape Architect all conditions which prevent the proper execution of this work prior to beginning work.
- Contractor shall stake all trees necessary to prevent blow over. Contractor's discretion. Stakes must be removed within 12 months after planting.
- All plant material shall conform to the American Nurseryman standards.
- All planter beds shall receive a minimum 3" depth of small chunk bark mulch.
- All plant material shall be guaranteed for one year after installation. Contractor shall immediately replace all plant material found dead with the same size and species at no cost to the owner.
- Finish grades are to be smooth with positive drainage. See Grading Plan.
- The top 6" of topsoil in all planter beds and lawn areas are to be amended at a ratio of 3 cu. yds. of organic matter per 1000 sq. ft. Roto-till organic matter 6" into topsoil.
- Fertilize all trees and shrubs with 'Agriform' planting tablets. Follow manufacturer's recommendations.
- Ensure all planter beds have 18" of topsoil, lawn areas shall have a min. 12" of topsoil. Spread, compact and fine grade topsoil smoothly to 3" below surface of walkways and curbs in planter bed areas.
- Clean up any topsoil or other debris on site created from landscape operations and dispose of properly off site.



1 SHRUB PLANTING

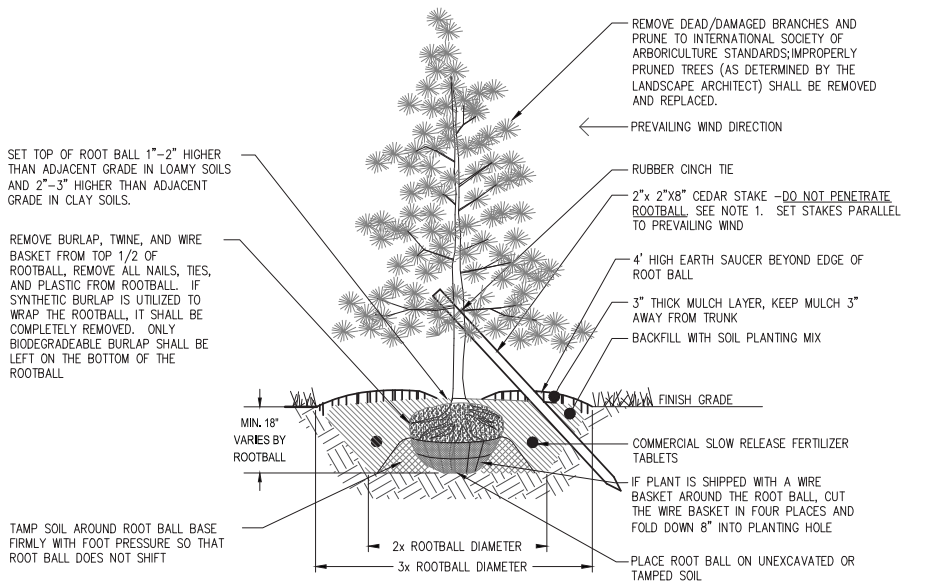
NTS



- NOTE:
- DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN AND DEAD BRANCHES. DO NOT PRUNE TERMINAL BUDS OF BRANCHES EXTENDING TO THE CROWN.
 - WRAP TREE TRUNKS ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.
 - STAKE TREES AS NECESSARY. STAKES MUST BE REMOVED WITHIN 12 MONTHS OF PLANTING.

2 DECIDUOUS TREE PLANTING

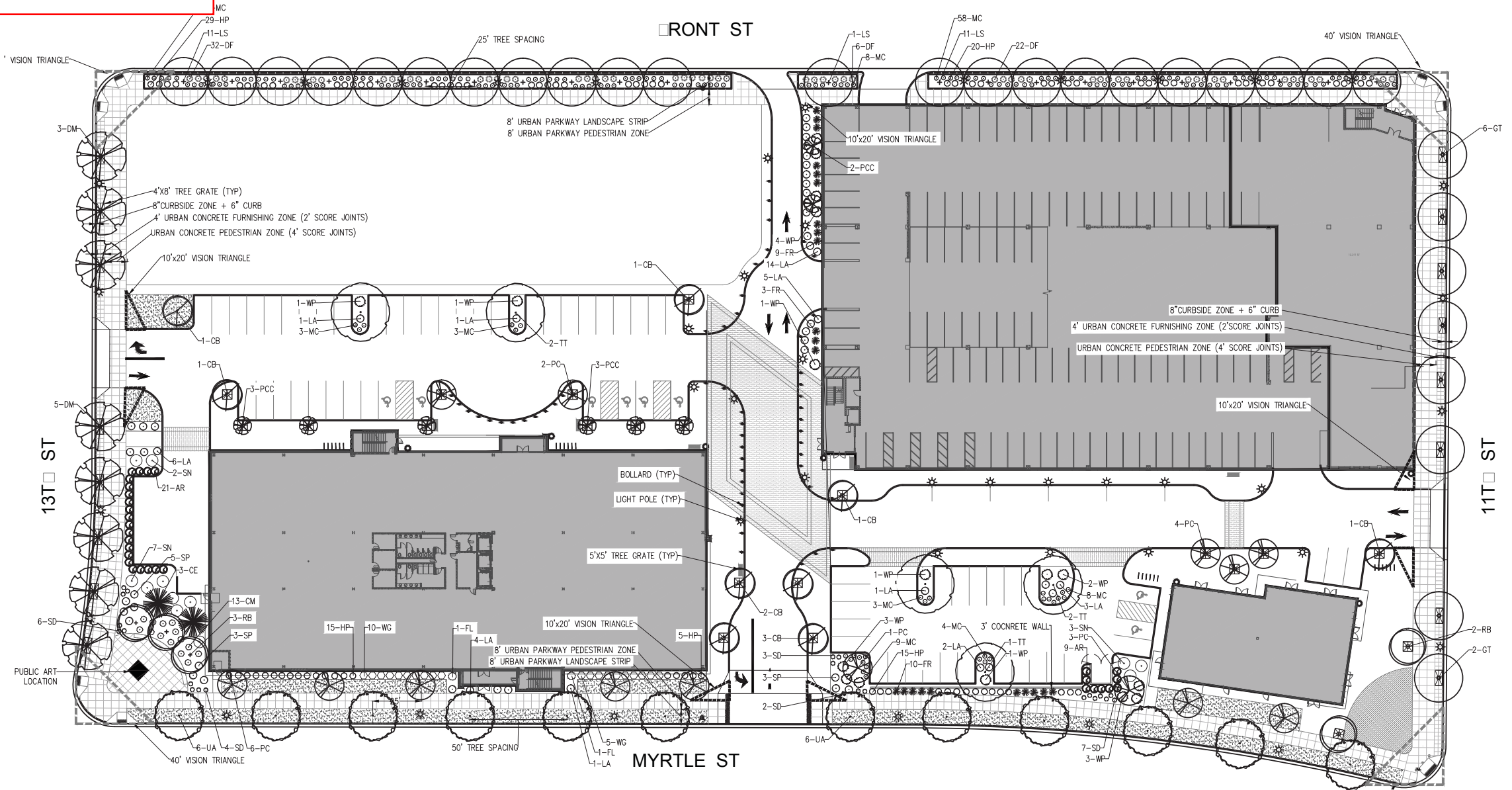
NTS



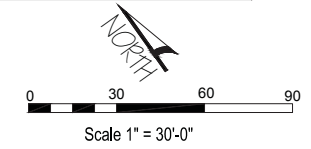
- NOTES:
- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
 - WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPAGE.
 - WRAP TREE TRUNKS ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.
 - WATER TREE TWICE WITHIN THE FIRST 24 HOURS.

3 CONIFER TREE PLANTING AND STAKING DETAIL

NTS



LEGEND	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SIZE H x W	CLASS
ORNAMENTAL / FLOWERING TREES					
RB	<i>Cercis canadensis</i>	Eastern Redbud	2" CAL B&B	30' x 25'	I
PC	<i>Pyrus calleryana</i> 'Glen's Form'	Chanticleer Flowering Pear	2" CAL B&B	40' x 15'	I
PCC	<i>Prunus x cerasifera</i> 'Crispizom'	Crimson Pointe Flowering Plum	2" CAL B&B	20' x 6'	I
DECIDUOUS SHADE TREES					
CB	<i>Carpinus betulus</i> 'Fastigiata'	Columnar European Hornbeam	2" CAL B&B	35' x 15'	II
TT	<i>Liriodendron tulipifera</i> 'JFS-Oz'	Emerald City Tulip Tree	2" CAL B&B	55' x 25'	III
GT	<i>Tilia tomentosa</i> 'Green Mountain'	Green Mountain Linden	2" CAL B&B	40' x 25'	II
LS	<i>Liquidambar styraciflua</i> 'Ward'	Cherokee Sweetgum	2" CAL B&B	45' x 30'	II
DM	<i>Acer platanoides</i> 'Deborah'	Deborah Maple	2" CAL B&B	40' x 30'	II
UA	<i>Fraxus pennsylvanica</i> 'Urbanite'	Urbanite Ash	2" CAL B&B	50' x 40'	II
CONIFEROUS TREES					
CE	<i>Cedrus deodar</i> 'Karl Fuchs'	Karl Fuchs Himalayan Cedar	8-10" B&B	15' x 12'	
SHRUBS, PERENNIALS & GROUNDCOVERS					
AR	<i>Thuja plicata</i> 'Daniellow'	Golden Feather Arborvitae	5 GALLON	20' x 4'	
HP	<i>Berberis thunbergii</i> 'Helmond Pillar'	Helmond Pillar Barberry	2 GALLON	4' x 2'	
FR	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 GALLON	4' x 2'	
MC	<i>Geranium sanguineum</i> 'Max Frei'	Max Frei Cranesbill	1 GALLON	1.5' x 2'	
SD	<i>Chrysanthemum x superbum</i> 'Becky'	Becky Shasta Daisy	1 GALLON	1.5' x 2'	
SN	<i>Physocarpus opulifoliosus</i> 'Seaward'	Summer Wine Ninebark	5 GALLON	5' x 5'	
LA	<i>Lavandula angustifolia</i> 'Hidcote Blue'	Hidcote Blue English Lavender	1 GALLON	2' x 3'	
SP	<i>Spiraea japonica</i> 'Yan'	Double Play Gold Spiraea	1 GALLON	2' x 3'	
DF	<i>Pennisetum alopecuroides</i> 'Hamelin'	Dwarf Fountain Grass	1 GALLON	2' x 2'	
WP	<i>Pinus strobus</i> 'Blue Shag'	Blue Shag Eastern White Pine	5 GALLON	4' x 5'	
FL	<i>Rhamnus frangula</i> 'Ron Williams'	Fine Line Fern Leaf Buckthorn	5 GALLON	8' x 3'	



BAER DESIGN GROUP, LLC
 539 S. Fitness Place, Ste 120
 Eagle, ID 83616
 Ph. 208.938.7721

STATE OF IDAHO
 GREG P. BAER
 L.A. 51026
 LANDSCAPE ARCHITECT

Boise, ID
Parcel 'B'

Landscape Plan

Revisions

Project No.: 15038
 Drawn by: TB
 Checked by: GB
 Date: 5.10.16
 Sheet No.:
L100

PARKING STRUCTURE PLANS AND CONDOMINIUM CONFIGURATION

- FLOOR PLAN GENERAL NOTES**
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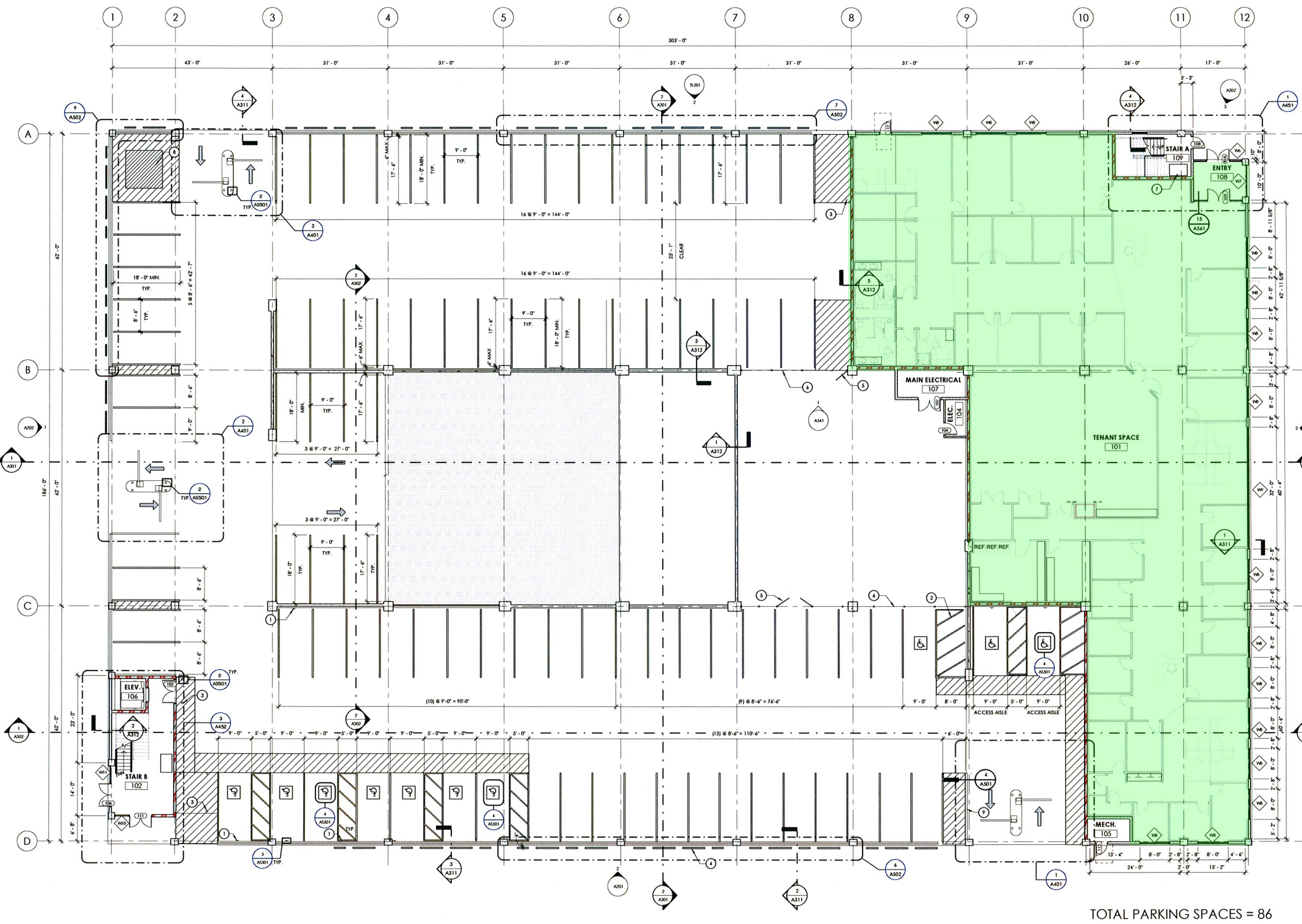
- SHEET NOTES**
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- ADA PARKING SIGN
 - PAINTED STRIPES - 4" TYP.
 - BOLLARDS
 - PERFORATED ALUMINUM PANEL
 - CHAINLINK FENCE GATE
 - CHAINLINK FENCE
 - PAY KIOSK
 - HOUSEKEEPING PAD
 - CONC. CURB

FIRE RATING LEGEND

(No shading)	NON RATED
(Diagonal lines /)	SMOKE PARTITION (NON RATED)
(Diagonal lines \)	1 HR FIRE RATED
(Diagonal lines / and \)	1 HR FIRE-SMOKE RATED
(Diagonal lines / and \ with dots)	2 HR FIRE RATED
(Diagonal lines / and \ with dots and horizontal lines)	2 HR FIRE-SMOKE RATED

Parcel B Commercial Unit

CCDC Garage Unit



PARCEL B COMMERCIAL UNIT

TOTAL PARKING SPACES = 86

1 FLOOR PLAN - LEVEL 1



NOT FOR CONSTRUCTION

babcock design group

PARCEL B PARKING STRUCTURE

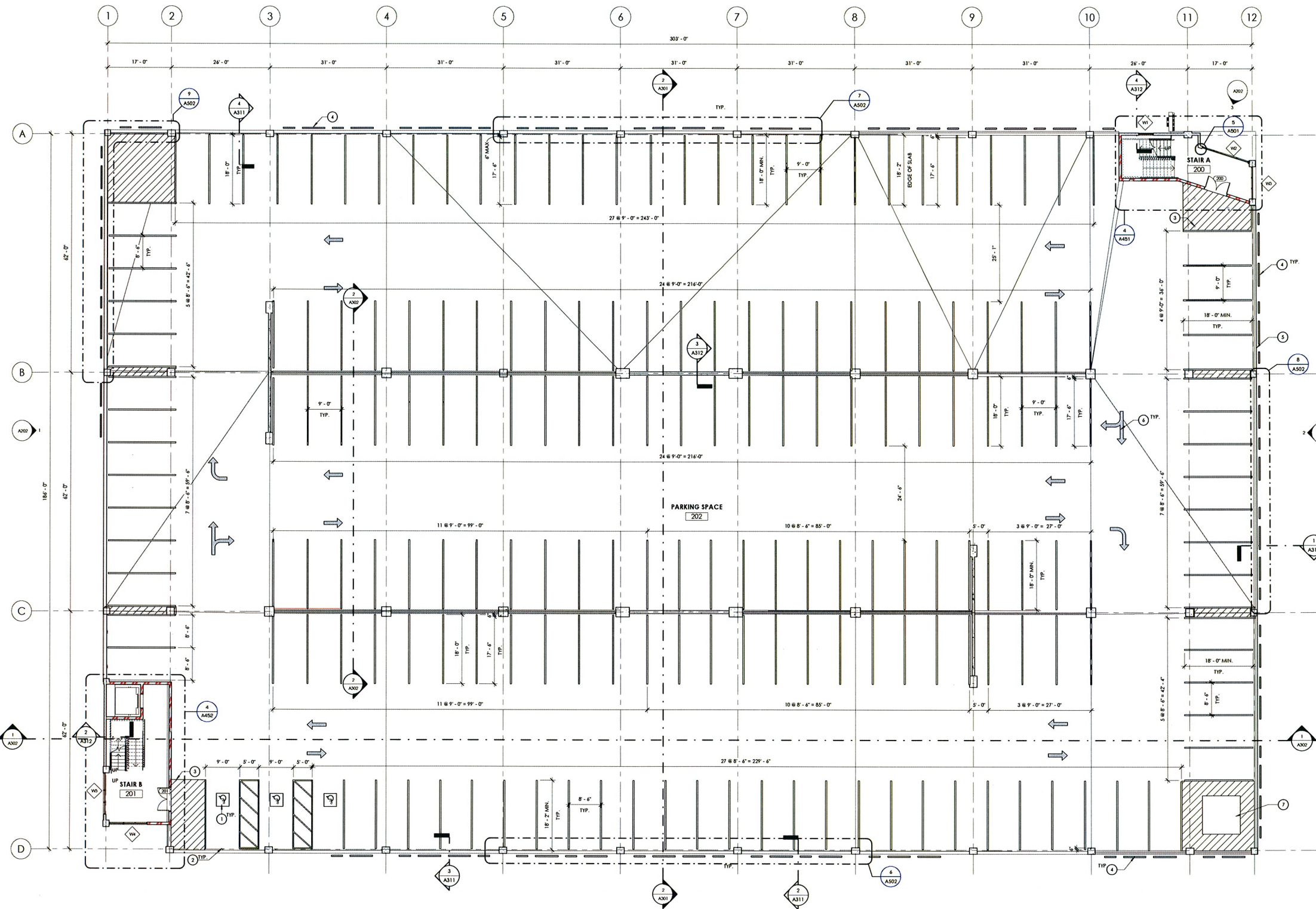
GARDNER COMPANY
FRONT STREET AND 13TH STREET
BOISE, ID 83702

sheet number:
A112

sheet title:
LEVEL 1 FLOOR PLAN

800 West Main Street Suite 940, Boise Idaho 83702 T: 208.424.7275 www.babcockdesign.com

DATE: MAY 18, 2015
PROJECT NUMBER: 132003-0001-00
PROJECT NAME: Parcel B Parking Structure
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: [Signature]
SCALE: original drawing 1/8" = 1'-0"



TOTAL PARKING SPACES = 182

1 FLOOR PLAN - LEVEL 2
 NORTH

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- SHEET NOTES**
 NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
- ADA HANDICAP PARKING PAINTED SYMBOL
 - ADA PARKING SIGN
 - BOLLARDS
 - PERFORATED ALUMINUM PANEL
 - 1" CMU BLOCK
 - PAINTED DIRECTIONAL SYMBOLS
 - HOUSEKEEPING PAD

FIRE RATING LEGEND

(White)	NON RATED
(Diagonal lines /)	SMOKE PARTITION (NON RATED)
(Diagonal lines \)	1 HR FIRE RATED
(Diagonal lines / and \)	1 HR FIRE-SMOKE RATED
(Diagonal lines / and \ with dots)	2 HR FIRE RATED
(Diagonal lines / and \ with dots and horizontal lines)	2 HR FIRE-SMOKE RATED

NOT FOR CONSTRUCTION

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PARCEL B PARKING STRUCTURE

GARDNER COMPANY
 FRONT STREET AND 13TH STREET
 BOISE, ID 83702

sheet number: **A122**

date: MAY 16, 2016

project number: 130203

project name: Parcel B Parking Structure

sheet title: LEVEL 2 FLOOR PLAN

800 WEST MAIN, SUITE 3, SUITE 940, BOISE, ID 83702 | 208.424.7775 | www.babcockdesign.com

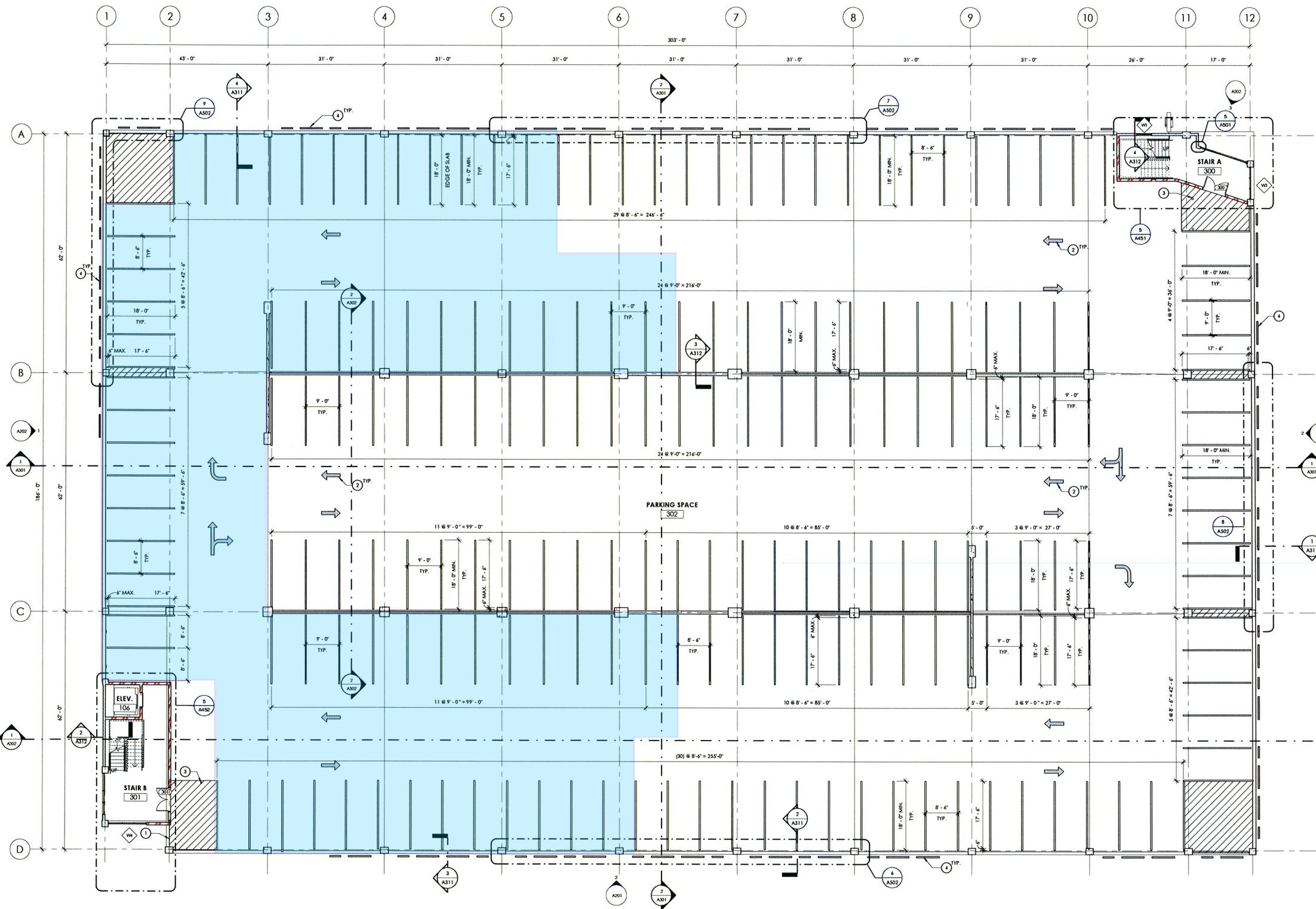
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SHEET NOTES
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- CABLE RAILING
- PAINTED DIRECTIONAL SYMBOLS
- BOLLARDS
- PERFORATED ALUMINUM PANEL

FIRE RATING LEGEND

[Symbol]	NON RATED
[Symbol]	SMOKE PARTITION (NON RATED)
[Symbol]	1 HR FIRE RATED
[Symbol]	1 HR FIRE-SMOKE RATED
[Symbol]	2 HR FIRE RATED
[Symbol]	2 HR FIRE-SMOKE RATED



TOTAL PARKING SPACES = 185

CCDC GARAGE UNIT

1 FLOOR PLAN - LEVEL 3
1/2" = 1'-0"



NOT FOR CONSTRUCTION

babcock design group

PARCEL B PARKING STRUCTURE
GARDNER COMPANY

LEVEL 3 FLOOR PLAN

sheet number: A132

revision: MAY 18, 2016
project number: 17020101.00111.PN
project address: 800 West Main Street, Suite 940, Boise, Idaho 83702
sheet title: Level 3 Floor Plan
sheet number: A132
drawing scale: 1/2" = 1'-0"

800 West Main Street, Suite 940, Boise, Idaho 83702 | 208.424.7475
www.babcockdesigngroup.com

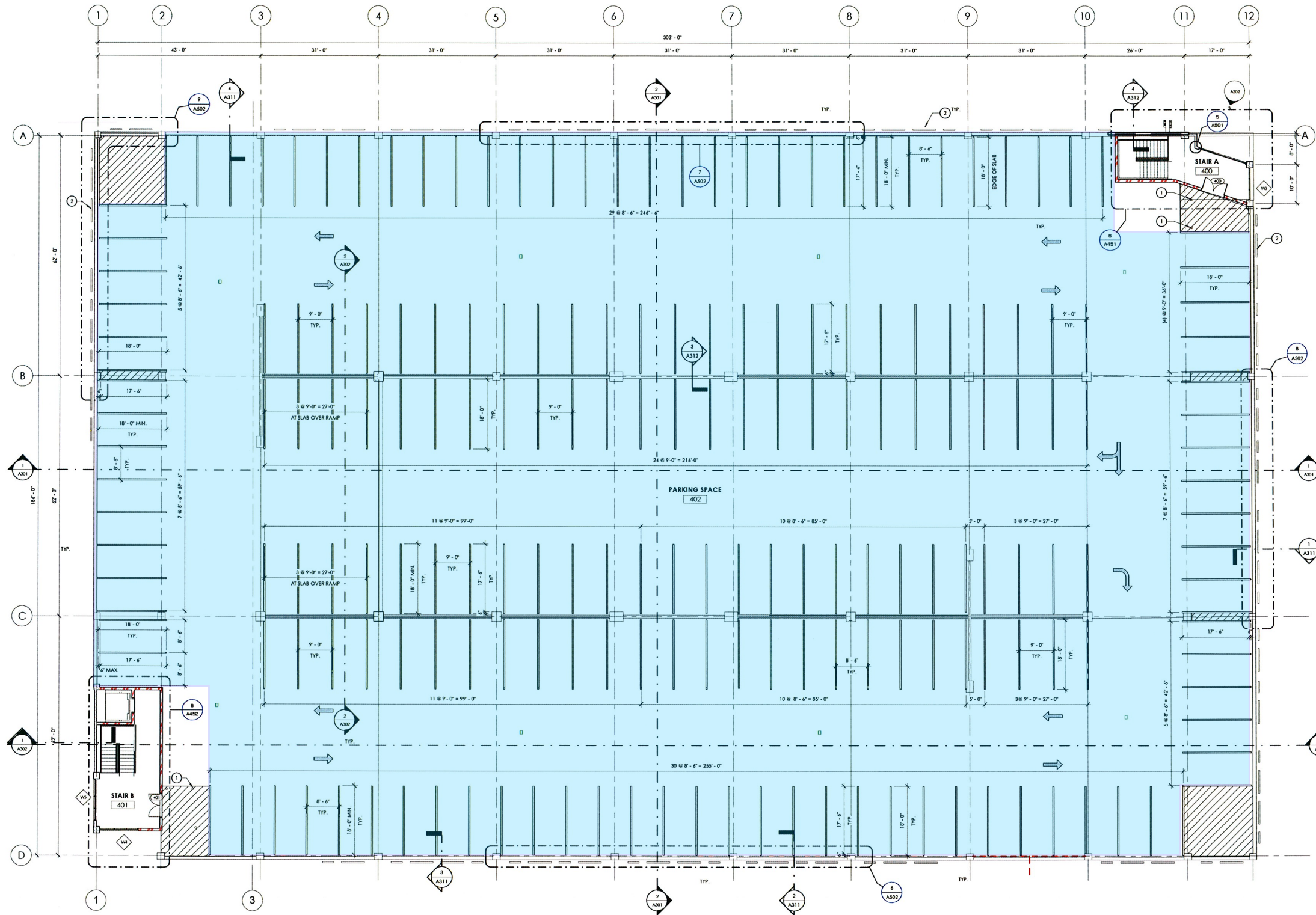
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 - SEE DOOR AND WINDOW SCHEDULES FOR SIZES, TYPES, AND FINISHES, HARDWARE, ETC.
 - FOR BUILDING CODE REQUIREMENTS OR FIRE/SMOKE REQUIREMENTS, SEE 'G' SHEETS.
 - ALL FIRE RATED WALLS TO BE LABELED AS FIRE RATED. LABEL TO BE PLACED ABOVE CEILING LINE.
 - SEE WALL TYPE CONSTRUCTION DETAILS ON SHEET A411 AND ADDITIONAL DETAILS ON SHEETS A412 AND A413 FOR WALL TERMINATIONS, ETC.
 - HINGE SIDE OF DOORS ARE LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.
 - ANY COLUMN FURRING TO BE TIGHT TO COLUMN UNDO.
 - ALL CONSTRUCTION SHALL CONFORM TO AND STRICTLY COMPLY WITH ALL APPLICABLE CODES, COVENANTS, RESTRICTIONS, AND OTHER REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION OVER THE PROJECT.
 - IN NO EVENT SHALL THE CONTRACTOR SUBMIT A STANDARD CONSTRUCTION DETAIL FOR A DETAIL SPECIFIED IN THESE DOCUMENTS WITHOUT THE APPROVAL IN WRITING FROM THE ARCHITECT. THE CONTRACTOR SHALL BRING ALL WORK INTO CONFORMITY WITH THE CONSTRUCTION DOCUMENTS, AS THE ARCHITECT ORDERS, BEFORE APPROVAL OF THAT PORTION OF THE PROJECT WILL BE GRANTED.
 - BRACE ALL CEILINGS AND NON-LOAD BEARING WALLS AS REQUIRED.
 - CONTRACTOR TO COORDINATE ALL FLOOR PENETRATIONS WITH ALL TRADES. ALL PENETRATIONS ARE TO BE 2-HOUR FIRE STOPPED.
 - COORDINATE WITH ELECTRICAL DRAWINGS FOR POWER, DATA, AND OTHER SYSTEM LOCATIONS AND REQUIREMENTS.
 - THE FURNITURE AND OTHER F.F.E. SHOWN ON DRAWINGS IS SCHEMATIC AND IS ONLY TO BE USED FOR REFERENCE ONLY. THE CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF ELECTRICAL OUTLETS AND OTHER NEEDS WITH THE OWNER AND ARCHITECT, PRIOR TO INSTALLATION.
 - THE ELEVATOR AND SHaft SHOWN IN DOCUMENTS IS BASED ON THE THISENKRUPP SYNTHES AMR 3500# HYDRAULIC ELEVATOR. SHAFt AND FIT DIMENSIONS SHALL BE COORDINATED WITH THE EXACT MAKE AND MODEL OF THE ELEVATOR BY THE GENERAL CONTRACTOR.

SHEET NOTES
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.

- BOLLARDS
- PERFORATED ALUMINUM PANEL

FIRE RATING LEGEND

[Hatched Pattern]	NON RATED
[Diagonal Hatched Pattern]	SMOKE PARTITION (NON RATED)
[Red Diagonal Hatched Pattern]	1 HR FIRE RATED
[Red Diagonal Hatched Pattern]	1 HR FIRE-SMOKE RATED
[Red Diagonal Hatched Pattern]	2 HR FIRE RATED
[Red Diagonal Hatched Pattern]	2 HR FIRE-SMOKE RATED



CCDC GARAGE UNIT

TOTAL PARKING SPACES = 191

1 FLOOR PLAN - LEVEL 4
3/27/16



NOT FOR CONSTRUCTION

babcock design group

PARCEL B PARKING STRUCTURE
GARDNER COMPANY

FRONT STREET AND 13TH STREET
BOISE, ID 83702

LEVEL 4 FLOOR PLAN

sheet number:
A142

DATE: MAY 18, 2016
PROJECT NUMBER: 1702018.001.03.P4
PROJECT STATUS: DD SET
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: [Date]
PROJECT: Parcel B Parking Structure
SHEET: DD SET
SCALE: 1/8" = 1'-0"

800 West Main Street Suite 340, Boise Idaho 83702 | 208.424.7775
www.babcockdesign.com

NOTES: Public Plaza at the corner of Myrtle and 11th will not include any seemingly private area for future retail use. The Depiction does not include the separation of the private versus public space which will have to occur.





Interior Site Bench



Pioneer Corridor Bench



2 Trash Receptacle



3 Bicycle Rack



4 Concrete Seat Wall



5 4'X4' Tree Grate



6 4'X8' Tree Grate (Boise Public Works Standard)



7 Colored Concrete Flatwork - Harvest Gold



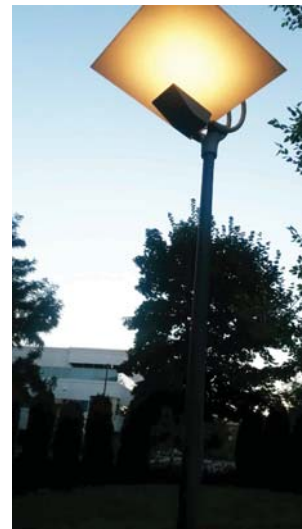
8 Pioneer Corridor Paving



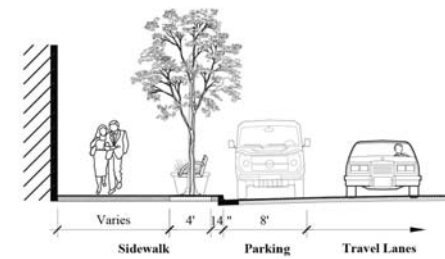
9 Bollard



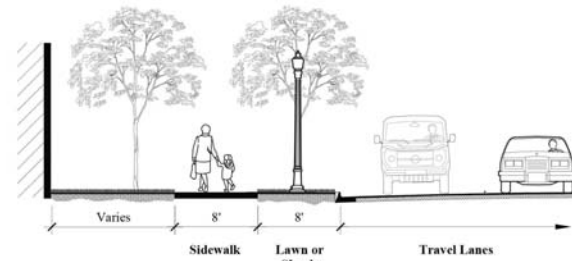
Site Light Post



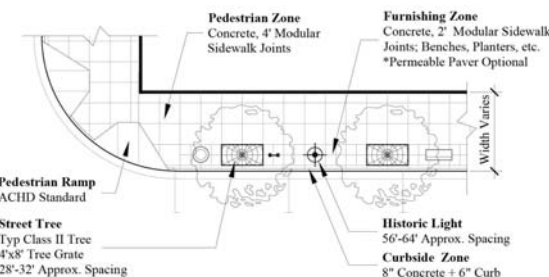
Pioneer Corridor Light Post



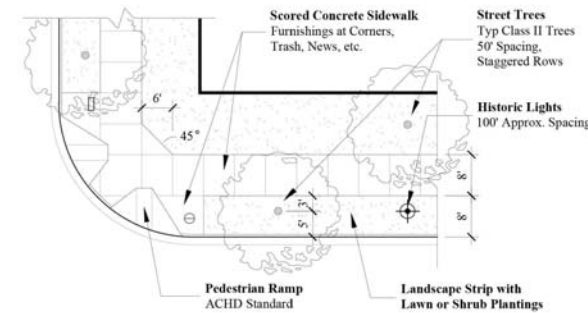
URBAN STREETScape SECTION



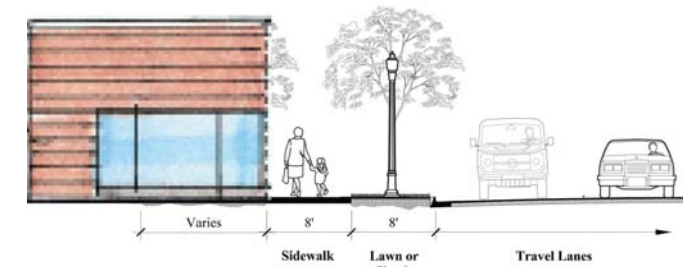
URBAN PARKWAY STREETScape SECTION



URBAN CONCRETE STREETScape DETAIL PLAN



URBAN PARKWAY STREETScape DETAIL PLAN



URBAN PARKWAY STREETScape SECTION

10 Light Post

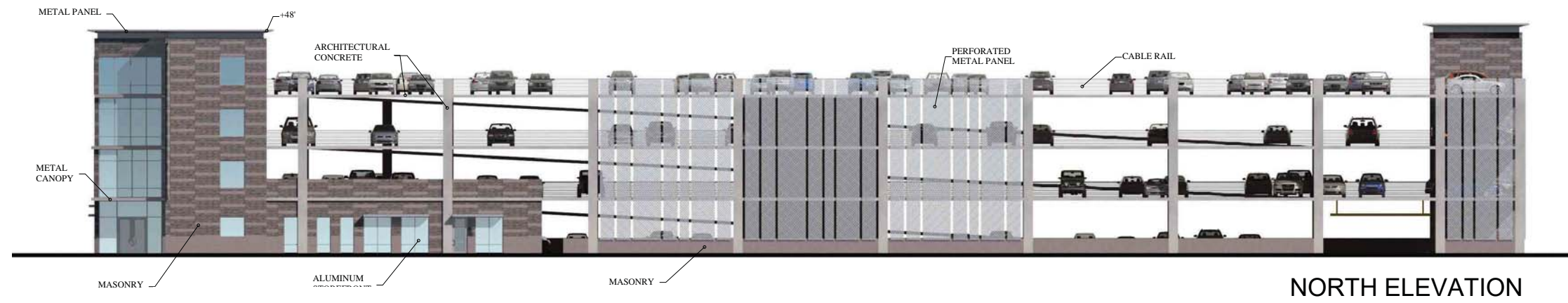
11 Urban Concrete CCDc Streetscape Standard

12 Urban Parkway CCDc Streetscape Standard

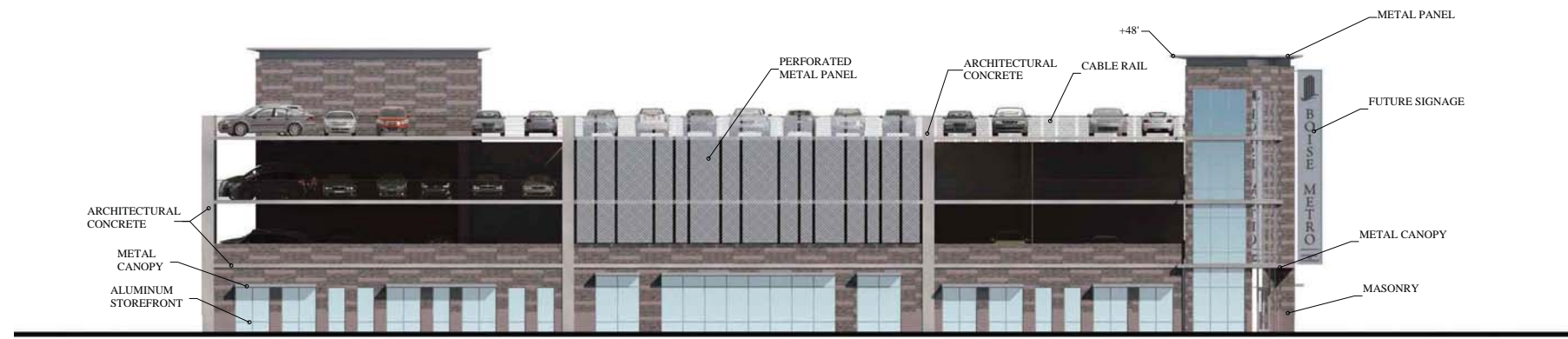
13 Modified Urban Parkway Streetscape



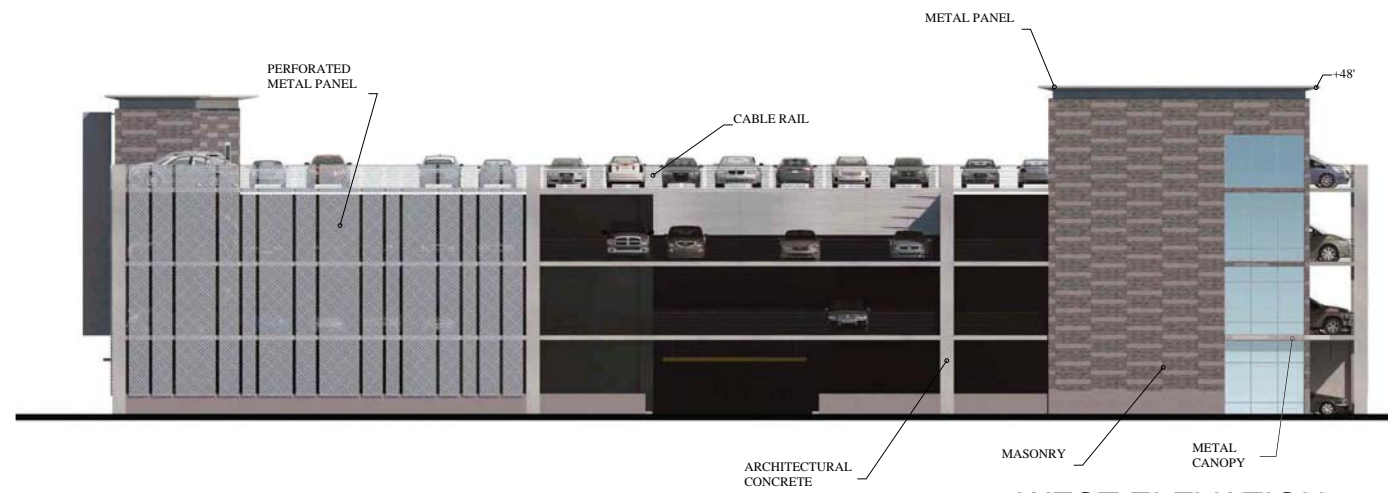
GARAGE VIEW FROM FRONT & 11TH STREET



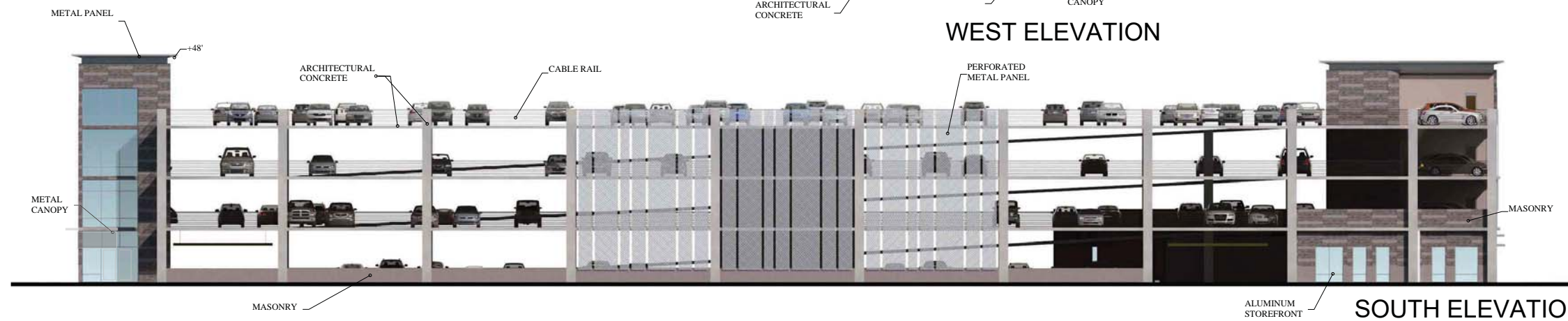
NORTH ELEVATION



EAST ELEVATION



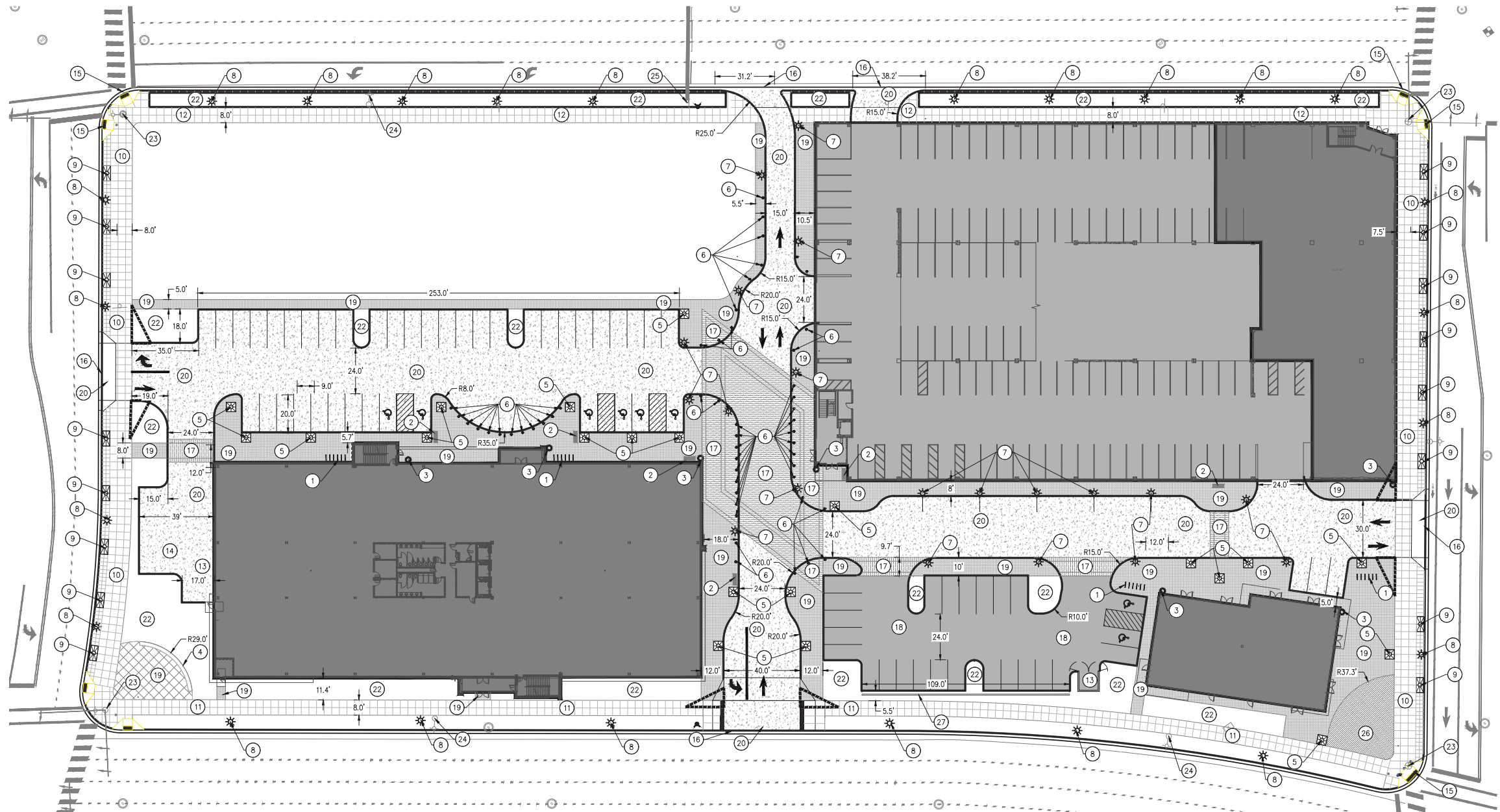
WEST ELEVATION



SOUTH ELEVATION

**EXHIBIT C
SITE PLAN**

EXHIBIT C - SITE PLAN



BAER DESIGN GROUP, LLC
 539 S. Fitness Place, Ste 120
 Eagle, ID 83616
 Ph. 208.338.7721

STATE OF IDAHO
 BOISE, IDAHO
 BOISE, IDAHO
 REG. P. BAER
 May Bar
 5/10/2016
 LA-16635
 LANDSCAPE ARCHITECT

Parcel 'B'

Site Plan

Project No.: 15038
 Drawn by: TE
 Checked by: GB
 Date: 5.10.2016

Sheet No.: **SP100**

SITE KEYNOTES:

1. NEW BICYCLE RACK; SEE DETAIL 3/SP501.
2. NEW BENCH; SEE DETAIL 1/SP501.
3. NEW TRASH RECEPTACLE; SEE DETAIL 2/SP501.
4. NEW CONCRETE SEAT WALL; SEE DETAIL 4/SP501.
5. NEW 4'X4' TREE GRATE; SEE DETAIL 5/SP501.
6. NEW LIGHT BOLLARDS; SEE DETAIL 12/SP501.
7. NEW LIGHT POST; SEE DETAIL 13/SP501.
8. INSTALL HISTORIC LIGHT POST. INSTALL PER BOISE PUBLIC WORKS STANDARD HISTORIC POLE BASE DETAIL BC-SD-9.
9. INSTALL BOISE PUBLIC WORKS STANDARD 4'X8' TREE GRATE AND FRAME; SEE DETAIL 6/SP501. INSTALL SUSPENDED PAVEMENT SYSTEM PER MANUFACTURER RECOMMENDATIONS.
10. URBAN CONCRETE CDDC STREETSCAPE STANDARD; INSTALL PER DETAIL 14/SP501.
11. URBAN PARKWAY CDDC STREETSCAPE STANDARD; INSTALL PER DETAIL 15/SP501.
12. MODIFIED URBAN PARKWAY STREETSCAPE; INSTALL PER DETAIL 16/SP501.
13. TRASH AREA.
14. LOADING AREA.
15. ADA CONCRETE RAMP WITH TRUNCATED DOMES. SEE CIVIL PLANS.
16. CONCRETE VALLEY GUTTER - SEE CIVIL PLANS.
17. STAMPED COLORED CONCRETE FLATWORK. SEE CIVIL SHEET CS 2.0 FOR SECTION REQUIREMENTS. SEE MATERIALS PLAN FOR COLOR SCHEME. REFER TO DETAIL 8/SP501.
18. STANDARD ASPHALT PAVING.
19. STANDARD CONCRETE FLATWORK. 8' SCORE PATTERN. REFER TO DETAIL 11/SP501.
20. TRAFFIC RATED CONCRETE HARDSCAPE. SEE DETAIL 6/CS 2.0. SEE MATERIALS PLAN FOR COLOR SCHEME.
21. N/A.
22. LANDSCAPE AREA, REFER TO LANDSCAPE PLAN L100.
23. EXISTING TRAFFIC SIGNAL - SAVE AND PROTECT.
24. EXISTING STREET LIGHT - SAVE AND PROTECT.
25. EXISTING TRAFFIC SIGN - SAVE AND PROTECT.
26. PAVERS TO MATCH EXISTING PIONEER CORRIDOR SIZE/MATERIAL/COLOR.
27. 36" TALL CMU SCREENING WALL. FINISH TO MATCH SURROUNDING BUILDINGS. SEE ARCHITECTURAL FOR ADDITIONAL INFORMATION. SEE CROSS-SECTION, THIS SHEET.

SITE LAYOUT NOTES:

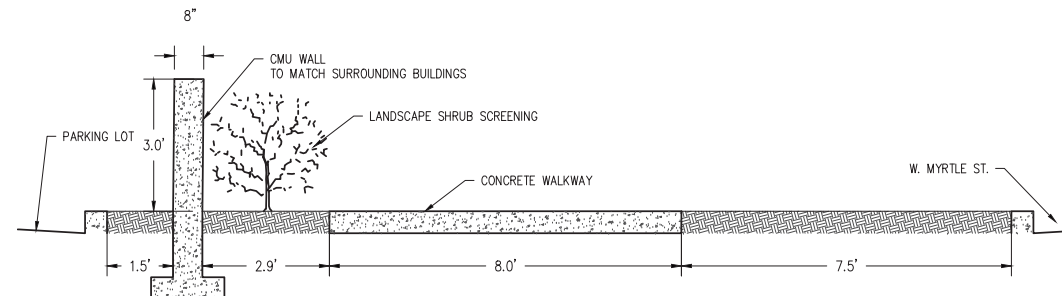
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL, ELECTRICAL, MECHANICAL, UTILITY, GRADING AND DRAINAGE PLAN AND DETAIL SHEETS FOR ALL COORDINATION ITEMS.
2. THE LOCATION OF ALL SITE ELEMENTS HAVE BEEN DETERMINED BY A COORDINATED EFFORT BETWEEN RESPECTIVE AGENCIES, UTILITIES AND VARIOUS REQUIREMENTS. CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SITE PER PLAN. SHOULD ANY DISCREPANCIES ARISE, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY.
3. INSTALL EXPANSION JOINT AT ALL LOCATIONS WHERE CONCRETE FLATWORK ABUTS A BUILDING, RETAINING WALL OR PRE-EXISTING CONCRETE SURFACE.
4. PROVIDE SCORE JOINTS IN CONCRETE FLATWORK AS SHOWN PER PLAN. SCORE JOINTS SHALL NOT VARY FROM PLAN.
5. TRANSITION IN GRADES AND SLOPES SHALL BE MADE UNIFORM ON ALL SURFACES EXCEPT AT THE TOP AND BOTTOM OF RAMPS WHERE A HARD GRADE BREAK SHALL BE ESTABLISHED.
6. ALL CURVES ON WALLS AND FLATWORK SHALL BE MADE TANGENT WITH ADJACENT LINE OR CURVE. CONTRACTOR SHALL FORM ALL FLATWORK AND WALLS AND SCHEDULE AN ON SITE MEETING WITH LANDSCAPE ARCHITECT TO REVIEW FORMS PRIOR TO POURING ANY CONCRETE.
7. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT TO LOCATE ALL IN GROUND LIGHTING FIXTURES AND FISH ART PRIOR TO POURING CONCRETE.
8. CONTRACTOR SHALL PROVIDE TEST POUR 100 SF OF EACH COLOR CONCRETE FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO INSTALLING CONCRETE FLATWORK ON SITE.
9. ANY VEHICULAR TRAFFIC RELATED UTILITY SHALL SAVED AND PROTECTED.
10. ALL DRAINAGE WILL BE ON-SITE RETENTION.

SITE MATERIAL LEGEND:

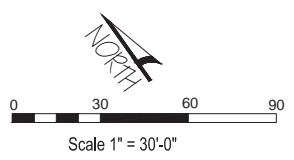
- [Pattern] STAMPED CONCRETE FLATWORK IN SG HARVEST MOON INTEGRAL COLOR BY INNTECH, SEE DETAIL 9/SP501
- [Pattern] BROOM FINISH CONCRETE IN STANDARD GREY FINISH.
- [Pattern] STANDARD ASPHALT PAVING
- [Pattern] STANDARD CONCRETE PAVING

SITE DIMENSIONING NOTES:

1. REFER TO ARCHITECTURAL PLANS AND BUILDING FOOTPRINT ON SITE, VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. ALL DIMENSIONS ARE FROM FACE OF BUILDING, FACE OF CONCRETE WALL, FACE OF CURB, EDGE OF CONCRETE, CENTER OF TREE WELL, CENTER OF LIGHT OR CENTER OF BOLLARD.



1 Screening Wall Along W. Myrtle St.
 NTS



**EXHIBIT D
RIGHT OF FIRST REFUSAL**

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is entered by and between Capital City Development Corporation, an urban renewal agency and a public body, corporate and politic, of the State of Idaho whose address is 121 N. 9th St., Ste. 501, Boise, ID 83702 ("CCDC"), BVGC PARCEL B, LLC, an Idaho limited liability company or its assignee whose address is 101 S. Capitol Boulevard, Suite 1700, Boise, Idaho 83702 ("BVGC"). CCDC and BVGC may each individually be referred to hereinafter as a "Party" or collectively as the "Parties," as appropriate under the circumstances.

RECITALS

A. CCDC owns that certain real property located in Ada County, Idaho, together with all improvements thereon and all rights and appurtenances pertaining thereto, which is legally described as Unit ____ of the _____ Condominiums (collectively, the "Property") and described on Exhibit A attached hereto.

B. BVGC owns the remaining units in the _____ Condominiums, including the _____ (the "BVGC Project").

C. CCDC desires to grant to BVGC, and BVGC desires to accept from CCDC, a right of first refusal on the Property, upon the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of \$1.00 paid to CCDC by BVGC, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CCDC hereby grants and conveys to BVGC a right of first refusal on the Property on the following terms and conditions.

1. Right of First Refusal.

1.1 Grant of Right of First Refusal. CCDC hereby grants to BVGC for a term extending from and after the Effective Date to and including that date which is ten (10) years after the Effective Date (the "Refusal Period"), the exclusive right of first refusal (the "Right of First Refusal") to purchase the Property. The Right of First Refusal provides BVGC the opportunity to purchase the Property prior to CCDC's transfer of the Property to a party other than the City of Boise or another public entity; provided that such transfer shall be subject to the Right of First Refusal.

1.2 Notice of Bona Fide Offer. At such time as CCDC receives a bona fide offer for the purchase of the Property or any portion thereof by a third party, during the Refusal Period, and the offer is acceptable to CCDC in its sole judgment (the "Bona Fide Offer"), then CCDC shall forthwith offer the Property to BVGC, in writing, on the same terms and conditions as are contained in the Bona Fide Offer and shall furnish BVGC with a true, correct, and complete copy of the Bona Fide Offer at the time that it

makes the offer to BVGC. Any offer to transfer the Property by CCDC to another public entity shall not be deemed a Bona Fide Offer.

1.3 Acceptance of Offer. BVGC shall have thirty (30) days after the receipt of such offer (the "Purchase Period") to notify CCDC in writing that it intends to purchase the Property on the terms of such offer (the "Purchase Notice"). If BVGC declines to purchase the Property, or fails to give CCDC a Purchase Notice within the Purchase Period, then CCDC shall be free to sell the Property pursuant to the Bona Fide Offer on the terms and conditions contained therein.

1.4 Closing With Third Party. In the event BVGC does not timely give a Purchase Notice during the Purchase Period, and (a) if the sale to the third party does not close within sixty (60) days after the date of closing in the Bona Fide Offer, or (b) if the price or other material terms of the Bona Fide Offer change substantially, then CCDC shall notify BVGC of such failure to close or the changes intended to be granted to the third party purchaser under the Bona Fide Offer, and BVGC will have 15 days from the date of receipt of such notice to notify CCDC of its election to purchase the Property under the revised terms of the Bona Fide Offer, and if BVGC does not notify CCDC of its election to purchase the Property within said 15 days, then CCDC shall be free to consummate the sale to the purchaser under the Bona Fide Offer pursuant to its revised terms.

1.5 BVGC's Obligation to Close. If BVGC notifies CCDC pursuant to Section 1.2 or Section 1.4 that it intends to purchase the Property, then BVGC shall close the contemplated transaction on or before the date of closing as specified in the Bona Fide Offer. At closing, CCDC shall convey the Property to BVGC by bargain and sale deed.

1.6 New Bona Fide Offers. Any new Bona Fide Offer from a third party, or any tendering again of a previously tendered Bona Fide Offer, by a person who has previously extended an offer shall be treated as a new Bona Fide Offer for purposes of this Agreement.

1.7 Right of First Refusal Not Intended to Fail. It is intended by the Parties that BVGC's right to purchase the Property under Section 1 of this Agreement shall be valid and shall not fail as a result of CCDC receiving a Bona Fide Offer which, by its terms, cannot be matched by BVGC (such as an exchange). Therefore, if BVGC is able to perform under any of the terms (except for the exchange of property in lieu of payment of money) of any Bona Fide Offer extended by CCDC, then BVGC shall have the right to purchase the Property for cash at a price that is the cash equivalent of said Bona Fide Offer. The "cash equivalent" is the cash price that fairly represents the fair market value of the Property as evidenced by the offer in question and as agreed by the Parties, or if no agreement, then as determined by independent appraisal by an appraiser mutually acceptable to the Parties, or if no mutually acceptable appraiser is found, then one shall be appointed by a court of competent jurisdiction. Either Party may seek a court order for the appointment of the appraiser if the Parties fail to agree on an appraiser. In all events, the Parties shall share the costs of all appraisals equally.

In addition, CCDC agrees not to grant any option or long-term lease or to otherwise subdivide, sell, transfer, convey or assign any right, title or interest in and to the Property that would serve to defeat the right of first refusal or that would otherwise constitute a de facto sale of the Property or portion thereof without complying with the terms of this Agreement.

1.8 Agreement Runs With the Land. It is the intent of the Parties that the Right of First Refusal (to the extent of the Refusal Period) shall not lapse, but shall be covenants running with the land and shall be binding upon the subsequent owner(s) of the Property or any portion thereof.

2. Miscellaneous.

2.1 Modification. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and may only be amended by a writing specifically referencing this Agreement and signed by the Parties or their successors, legal representatives, assignees, or transferees.

28. Notices. All notices required pursuant to this Agreement shall be given in writing and shall be deemed properly served or delivered: (a) if delivered in person, or by electronic mail transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; or (c) upon deposit with the U.S. Postal Service registered or certified mail and addressed to the Parties at the addresses set forth below or such other addresses specified hereafter:

(a) If to Buyer: Capital City Development Corporation
Attn: John Brunelle
121 North 9th Street, Suite 501
Boise, Idaho 83702

With a copy to: Elam & Burke, P.A.
Attn: Ryan P. Armbruster
P.O. Box 1539
Boise, Idaho 83701-1539

(b) If to Seller: BVGC Parcel B, LLC
Attn: J. Thomas Ahlquist
101 S. Capitol Blvd., Suite 1700
Boise, Idaho 83702

With a copy to: BV Management Services, Inc.
Attn: Cortney Liddiard
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405

Phone: (208) 523-3794
Email: flyfish@ballventures.com

With a copy to:

BV Management Services, Inc.
Attn: Thel W. Casper
901 Pier View Drive, Suite 201
Idaho Falls, Idaho 83702
PO Box 51157
Idaho Falls, Idaho 83405
Phone: (208) 523-3794
Email: tcasper@ballventures.com

With a copy to:

Spink Butler, LLP
Attn: Geoffrey M. Wardle
251 E. Front Street, Suite 200
Boise, Idaho 83702
Phone: (208) 388-1000
Email: gwardle@spinkbutler.com

The party and address to which notices are to be given may be changed at any time by any party upon written notice to the other party.

2.2 Headings. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

2.3 Recitals and Exhibits. The recitals and exhibits contained herein are incorporated herein as if set forth in full. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, this Agreement shall control.

2.4 Time Is of the Essence. All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday, or local, state, or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day. Time is of the essence with respect to each and every covenant and obligation under this Agreement.

2.5 Governing Law. This Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed in the State of Idaho.

2.6 Recording of Memorandum of Agreement. The Parties agree a Memorandum of this Agreement shall be recorded in the real property records of Ada County, Idaho. The Memorandum shall be in the form attached hereto as Exhibit B.

2.7 Grammatical Usage. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

2.8 Binding Effect. This Agreement shall run with the land and be deemed a burden on the Property for the benefit of BVGC and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

2.9 Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any Party hereto may reasonably require to consummate the transaction contemplated hereunder.

2.10 Remedies. In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing Party will be that Party which was awarded judgment as a result of trial or which receives a payment of money from the other Party in settlement of claims asserted by that Party.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective the day and year first above written.

CCDC:

Capital City Development Corporation,
an Idaho corporation

John Brunelle, its Executive Director
Date: _____

BVGC:

BVGC Parcel B, LLC
an Idaho limited liability company,

by its Operations Manager

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

By: _____
Christian K. Gardner
Its: Manager

Date: _____

Exhibit A
Legal Description of the Property

[to be inserted]

Exhibit B
Form of Memorandum of Agreement

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL ("**Memorandum**") is entered by and between Capital City Development Corporation, an urban renewal agency and a public body, corporate and politic, of the State of Idaho whose address is 121 N. 9th St., Ste. 501, Boise, ID 83702 ("**CCDC**"), BVGC PARCEL B, LLC, an Idaho limited liability company or its assignee whose address is 101 S. Capitol Boulevard, Suite 1700, Boise, Idaho 83702 ("**BVGC**"). CCDC and BVGC are the "**Parties**".

1. The Parties have previously entered into that certain Right of First Refusal. This Memorandum summarizes the Right of First Refusal Agreement pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Memorandum.

2. The Parties have granted each other the Grantee the right of first refusal to purchase the Parties property described in Exhibit "A" (the "**Property**"). The grant of the rights under the Right of First Refusal are made subject to and subordinate to certain other rights of offer or refusal granted to third parties.

3. The terms, conditions and provisions of the Right of First Refusal relating to the purchase of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto for the duration of the Right of First Refusal.

4. In the event of any conflict between the Right of First Refusal and this Memorandum, the Right of First Refusal shall control.

5. Capitalized terms set forth in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Right of First Refusal.

[SIGNATURE PAGE FOLLOWS]

CCDC:

Capital City Development Corporation,
an Idaho corporation

John Brunelle, its Executive Director
Date: _____

BVGC:

BVGC Parcel B, LLC
an Idaho limited liability company,
by its Operations Manager

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

By: _____
Christian K. Gardner
Its: Manager
Date: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2016, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Chair 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 _____, 2016, before me _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of KC Gardner Company, L.C., the Utah limited liability company that is the Operations Manager of BVGC Parcel B, LLC, the Idaho limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for _____
Residing at _____
My commission expires _____

**Exhibit A to Memorandum
Legal Description of the Property**

[to be inserted]

EXHIBIT E
FORM OF SPECIAL WARRANTY DEED

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this _____ day of _____, 20___, between BVGC PARCEL B, LLC, an Idaho limited liability company ("**Grantor**"), and Capital City Development Corporation, an urban renewal agency and a public body, corporate and politic, of the State of Idaho whose address is 121 N. 9th St., Ste. 501, Boise, ID 83702 ("**Grantee**"), witnesseth:

That Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate ("**Property**") situated in the County of Ada, State of Idaho:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described Property together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor makes no covenants or warranties with respect to title or condition of the Property, express or implied, other than that Grantor has authority to grant, sell, and convey the Property and holds marketable fee simple title to the Property and that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, except as set forth herein.

This conveyance is made further subject to (a) any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument; (b) the recorded instruments relating to the development of and the creation of the condominium units and appurtenant common areas constituting the Property; (c) the continuing obligations of Grantee to Grantor relating to the Property

which shall survive the conveyance and not merge herewith; and (d) taxes and assessments due but not yet owing as the date hereof.

GRANTOR:

BVGC Parcel B, LLC
an Idaho limited liability company,
by its Operations Manager

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

By: _____
Christian K. Gardner
Its: Manager
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me _____,
a Notary Public in and for said State, personally appeared _____, known or
identified to me to be the _____ of KC Gardner Company, L.C., the Utah limited
liability company that is the Operations Manager of BVGC Parcel B, LLC, the Idaho
limited liability company that executed the within instrument or the person who executed
the instrument on behalf of said limited liability company, and acknowledged to me that
such limited liability company executed the same.

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

Notary Public for _____
Residing at _____
My commission expires _____

Exhibit A
Legal Description to Special Warranty Deed

Those condominium units known _____

EXHIBIT F
SUMMARY OF PROPERTY OWNER'S RIGHTS WHEN AGENCY
SEEKS TO ACQUIRE PROPERTY

The Urban Renewal Agency of the city of Boise City, Idaho, an independent public body corporate and politic, organized under the laws of the state of Idaho ("Agency") has been granted the power under the Idaho Constitution and the laws of the state of Idaho and the United States to acquire private property for public use; often referred to as "eminent domain" or "condemnation." The power may only be exercised when three conditions are satisfied: (i) the property is needed for a public use; (ii) the acquisition of the property is necessary to such public use; and (iii) the acquisition and use must be in the manner which will be most compatible with the greatest public good and the least private injury.

In instances where Agency desires to exercise its power of eminent domain for the purpose of effectuating economic development, it must be proved by clear and convincing evidence that: (1) the subject property be in such condition that it meets all of the following requirements: (i) the property, due to general dilapidation, compromised structural integrity, or failed mechanical systems, endangers life or endangers property by fire or by other perils that pose an actual identifiable threat to building occupants; and (ii) the property contains specifically identifiable conditions that pose an actual risk to human health, transmission of disease, juvenile delinquency or criminal content; and (iii) the property presents an actual risk of harm to the public health, safety, morals or general welfare; or (2) for those public and private uses for which eminent domain is expressly provided in the Constitution of the state of Idaho.

If Agency desires to exercise its power of eminent domain, it must negotiate with the property owner in good faith to purchase the property sought and/or to settle with the owner for any other damages which might result to the remainder of the owner's property. The property owner is entitled to be paid for any reduction in the value of the owner's remaining property. The value of the property to be acquired is to be determined based upon the highest and best use of the property. If negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to an assessment of damages from a court, jury, or referee as provided by Idaho law.

The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense. Upon request, Agency shall deliver to the owner a copy of all appraisal reports concerning the owner's property prepared by Agency. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which Agency condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by Agency by ten percent (10%) or more, Agency may be required to pay the owner's reasonable

costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

This summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property to be acquired.

If Agency desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, Agency or any of its agents or employees shall not give the owner any deadlines as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of this provision shall render null and void any action pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code.

Nothing in this summary of rights alters the assessment of damages set forth in Idaho Code Section 7-711.

Any questions concerning this summary of rights form should be directed to:

Name: John Brunelle Title: Executive Director (208) 384-4264

The logo features the letters 'C', 'C', 'D', and 'C' in white on a dark blue and red background, followed by the text 'FRIDAY UPDATE' and 'JULY 15, 2016' in white on a grey background.

FRIDAY UPDATE
JULY 15, 2016

TO: John Hale, Chairman, CCDC Board Executive Committee
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – June 2016

During this past month we've had the opportunity to actually see the results of the CCDC Participation Program. The plans and renderings of many of our projects, such as agency-led housing projects like The



Afton, The Fowler, and The Watercooler, have come to life and are in various stages of construction. The Grove Plaza renewal is moving forward rapidly, and our newcomers to the plaza, Clearwater, Boise Centre East, and Boise State, will be arriving in just a few weeks. The façade on Athlos Academy is taking shape as preservation of the CC Anderson Building continues. There are many more successes from the CCDC program underway, and brief stories are regularly updated at www.ccdcboise.com

BUDGET SEASON – Preparation of the FY16 Amended Budget and FY17 Original Budget, along with a revised 5-Year Capital Improvement Plan, was a high priority item for all agency personnel during the month of June. Controller Joey Chen has prepared the initial drafts for review by Executive Committee, and final versions will be the focus of our August board meeting.

CCDC & LEADERSHIP BOISE –Congratulations are in order for our own Doug Woodruff, who has been accepted to the Leadership Boise program! This is an intensive two-year commitment that is run by the Greater Boise Metro Chamber of Commerce and will require Doug to attend LB events approximately two times per month. Coupled with homework and other planning exercises, the requirements are significant but will pay dividends for all involved. Please join me in cheering on Doug and his fellow LB Class of '18 members! By the way, we have a couple of Leadership Boise alums in our midst, Ross Borden '09 and Matt Edmond '14.

ALIVE AFTER FIVE – Downtown Boise's signature summer series is having a successful run on the Basque Block. Here is a note from DBA that mentions CCDC's Ben Houpt: *"Top of mind in all our planning for moving Alive After Five to the Basque Block were to be a good neighbor to the businesses there. We hire a crew to look after trash clean up on the block during and after the event. Thank you also to Ben Houpt at CCDC for assisting our staff with additional cleaning the day-after. Together, it's making a noticeable difference."*

CENTRAL DISTRICT SUNSET – Significant progress on the closure of the Central District has been made, with a committee meeting held in June. A detailed report is included in the following pages.

WHAT'S AHEAD – Among the big projects on the horizon at CCDC are the following: downtown multi-use stadium planning; new mixed-use and parking plans in the Westside URD; agency involvement in circulator studies; support of 8th Street corridor vision and new main Library; and an exploration of many downtown alleyways and the potential for innovative redesign and improved usage.

Also coming up in August is the departure of Deah Lafollette, the agency's executive assistant and HR officer. After 11 years at CCDC, Deah and her family will be moving out of the Treasure Valley, and we will miss her. Deah has been an important contributor to the agency's success for more than a decade and we wish her the best. Kevin Martin will assume the HR coordinator duties, adding to his current work as agency accountant. He will continue to report to our controller, Joey Chen. And Laura Williams, who joined CCDC one year ago as project specialist, will take on additional responsibility for board communications, public outreach, supervisory and office management, and assisting the executive director with planning and scheduling. Laura will report to me. Thanks to Deah for all of her substantial contribution over the years, and happy trails!

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

Parcel B Redevelopment

A development proposal was presented by staff to the CCDC Board of Commissioners on June 11th and the Board designated the proposal as a Type 3 assistance. Pursuant to this designation, staff has been working with the developer and legal counsel in drafting agreements. These agreements are currently scheduled to be presented at the July 18th Board meeting for consideration.

New District Study – THE BENCH

The potential for a new district in the area has been a topic of CCDC/City conversation. General strategy and planning actions to initiate district formation have occurred. A meeting to explore the project was held with CCDC Executive Committee members and staff on November 27, 2015. Additional work by staff has transpired identifying the necessary steps for district creation, a draft timeline, and some preliminary district mapping. The next steps involve additional collaboration with the City of Boise Office of the Mayor and PDS. Additional draft work has been completed, identifying key questions to discuss between the City of Boise and CCDC regarding the desired process. Detailed steps have been identified subject to resolution of key questions and preliminary mapping has been done for discussion purposes. In collaboration with the City of Boise further actions are planned for the fall of 2016.

Broad Street Improvements

CCDC issued an RFP for CMGC services in December 2015. Proposals were submitted and an RFP for design professional services was issued in January 2016. CMGC and Design Professional teams have been evaluated and selections have been made. Selections of Jensen Belts Associates and Guho Corp. were approved by The Board in the February 8, 2016 meeting. In March, the streetscape package was submitted for DR; the project was approved at DR hearing in April. The ACHD Commission approved the design; construction drawings are anticipated to be submitted for ACHD permit approval week of July 1st.

PP4: JPA: Public Works Central Addition Geothermal Expansion

Geothermal plans have been submitted for permit and Guho opened Geothermal pipe and fitting in early June. Procurement of pipe and fittings were approved at the June 13, 2016 Board Meeting. Pipe has been ordered; installation bidding forthcoming with request for bid approval by The Board anticipated in August.

SS: Broad Street (Capitol/2nd)

Selections of Jensen Belts Associates and Guho Corp. were approved by The Board. The contract with Jensen Belts and Guho is complete and streetscape package was submitted for DR in March 2016. This project was approved at DR hearing on April 13, 2016. ACHD commission then approved the design in May. Construction drawings are anticipated to be submitted for ACHD permit approval week of July 1st.

SS: Fulton Street Concept Plan

City of Boise 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 City of Boise and has solicited proposals for the requested higher level planning effort of the overall area. Proposals have been submitted to CCDC for review. Contract has been issued to LOCI/JBA/QCI for the planning effort. Design team performed initial stakeholder charrette on January 21-22, 2016. Alternatives were refined and presented to a larger stakeholder group in early March. Stakeholder presentations were conducted and the results have been compiled into a prioritized list of public improvements. This list was submitted in May 2016; City of Boise and CCDC have submitted comments on this list. A follow-up conference call was held in late June 2016; with the final document anticipated to be delivered July 1st.

Public Art – Whittier Fence

CCDC has paid our portion of the project to City of Boise to close out FY14 (\$10,000). Dennis & Margo Proksa of Black Rock Forge in Pocatello were selected to be the artists. The fence was fabricated over the winter and is scheduled to be installed 3rd week in July.

Public Art – Traffic Box Artwork

City of Boise Arts and History has reissued an RFQ for the Traffic Box Artwork fabrication. Contractor selections to provide fabrication and installation of Traffic Box Artwork were made on December 15, 2015. Three contractors have installed wraps on four boxes, their work was evaluated and the remainder of the wraps has been assigned for installation summer 2016.

5th & Broad – Public Parking

CCDC is working with Local Construct and Andersen Construction to finalize desired parking equipment prior to underground rough-in to ensure utilities are installed in the correct locations. CCDC is currently working on rough-in requirements for garage signage and final approvals of parking equipment. CCDC is also working with YESCO to submit signage package to City of Boise DR for approval.

Broad Street – Fiber Optic Expansion

CCDC has coordinated with the City of Boise to scope the work and include it in the Capital Improvement Plan. The City of Boise has hired Quadrant Consulting Incorporated to design the project. The project will be incorporated in the streetscape improvement package.

Development of East Boise Industrial Property

The City of Boise and CCDC have collaborated regarding the development opportunities

and infrastructure improvements needed for some industrial property located in east Boise. Some additional assessments are underway.

5th & Idaho Mixed Use Apartments

CCDCs participation will be for a Type 4 Participation Agreement for Public Park and undergrounding utilities as well as a Type 2 for streetscapes. The Participation Agreements were approved in May 2016 and have been executed by all parties. Construction drawings have been submitted for review and financing is expected to be secured this fall. Anticipated construction date is late Fall 2016.

617 S. Ash St (Erma Hayman House)

Staff presented a preservation strategy to the Board in March 2016 and has had follow up discussions with City Arts & History to determine how best to preserve the home including conveying ownership to the City. Staff expects to review a detailed preservation strategy with CCDC Board in the coming months. CCDC has completed an ALTA survey and is working on obtaining a Needs Assessment. The lot line adjustment will be final in the coming weeks and will add value to the adjacent property.

Front & Myrtle Redesign

CCDC published the RFP on July 6, 2016 with suspense of August 3rd. We expect to have a consultant under contract in early September.

Historical Museum Streetscapes

Agreement for \$150k in streetscape improvements finalized 3/15/2016. Project broke ground summer 2016 with expected completion August 2017 and reimbursement October 2017.

RMH Company DDA – 620 S. 9th Street – The Afton

The development is moving forward with Phase I of The Afton. Soil Remediation costs is higher than expected. The developer has requested up to \$360,000 in CCDC's reimbursement for contaminated soil disposal. A Remediation Agreement is slated for the July Agenda for Board approval.

Julia Davis Park 5th Street Entrance

Submitted waiver request for smaller curb radii at 5th/Myrtle to ITD on July 5th; this is the only outstanding item on construction documents. Tentative schedule by Guho estimates construction to be done in September following geothermal work in August.

Property Development: 503-647 S. Ash Street

Staff is working on due diligence in order to start the RFQ process, this includes a lot line adjustment, ALTA survey and ESA and Capital Needs Assessment. Staff has met with brokers and designers who have expressed interest in the property. Staff is drafting a RFQ/P for future approval.

“The Fowler” Local Construct Project – 5th & Broad

Staff continues to meet onsite on a regular basis to track construction progress. Condo declarations have been drafted and parking maintenance agreements will be negotiated in coming months. Staff is attending regular onsite meetings to monitor construction of the public parking garage. In June CCDC Board approved an amendment to the Type 3 Agreement, decreasing the commitment from CCDC

Disposition 1401/1403 W. Idaho Street

The land closed on June 1, 2016. The developer is completing site work.

AC/BC HA 32nd St. Property Concept

CCDC Staff met with representatives from AC/BC HA design team to discuss CCDCs Participation Policy. Although timing is unknown staff expects to receive a request for Participation in coming months.

West End SS Standards

City Council approved resolution formally adding streetscape standards to downtown design standards and guidelines April 19, 2016. CCDC is maintaining a courtesy copy of the streetscape manual on its website until we can link to the document at cityofboise.org

Brownfield Assessment Grant Application

EPA Region 10 notified CCDC that CCDC did not win a grant (no grants were awarded in Washington or Idaho. CCDC, City of Boise Environmental and Idaho Dept. of Environmental Quality staff was debriefed by EPA Region 10 on 6/28. Should we decide to resubmitted next year, the RFP is expected to be published in September?

Bike Rack Infill

Bike rack inventory in progress. Staff has identified three block faces in the downtown core needing additional bike racks and will contract for installation this quarter (4Q FY16). Working on a strategy to solicit business/user requests for bike racks.

DBIP (DT Boise Implementation Plan)

FY2016 DBIP work is underway; it principally includes conversion of Jefferson St to two-way and adding bike lanes in conjunction with pavement resurfacing. The ACHD Commission will hold a work session on 7/20 to discuss the feasibility of converting 5th & 6th Streets to two-way. City of Boise, with help from CCDC staff, sent a letter to ACHD requesting realignment of State Street to a 4-lane, 48' street section with tree lawns between 15th Street and 8th Street. This work would take place with pavement rehabilitation in FY2018 and would likely require cost share participation from CCDC.

Protected Bike Lanes

At its 7/6 meeting, ACHD Commission deferred a decision on the Main/Idaho bike lanes indefinitely. CCDC staff is coordinating with ACHD staff on timing of a follow-up; lack of

resolution at some point will impact maintenance work that is scheduled for Main and Idaho in 2017.

Wayfinding Project

CCDC is submitting final comments on legend plans in July. Project manual is expected to be complete by the end of August.

Update CCDC Streetscape Manual

City Council approved resolution formally adding streetscape standards to downtown design standards and guidelines 4/19/2016. CCDC is maintaining a courtesy copy of the streetscape manual on its website until we can link to the document at cityofboise.org.

COB – Downtown Transportation Plan

Following the June 13th presentation on the Transportation Action Plan, City and CCDC staff will be working to integrate the strategies from the TAP and Parking Strategic Plan into FY17 work plans.

Clairvoyant Brewery

CCDC Board designated the project as a Type 1 Streetscape Grant amounting to approximately \$65,000. Staff is requesting approval of the participation agreement this month.

Overhead Utility Relocation

CCDC staff is working on undergrounding overhead utility lines in the alley between Main, Idaho, 5th and 3rd as an extension of undergrounding to be done as part of the 5th & Idaho development. Staff issued a service request and payment to Idaho Power (for facilities in the alley right-of-way) and let a contract with Musgrove Engineering (for facilities outside the alley right-of-way) on or about 7/14 to perform the necessary engineering, coordination and outreach. The design phase is expected to take about 60 days.

Midas Property & Jerry's Market have Sold

The old Midas building at the corner of 27th & Fairview Avenue has sold to an investor group, and the Jerry's Market property has sold to a developer. The owners of the Midas would love to find an interesting adaptive reuse of the property, while the developers who purchased Jerry's Market are looking to do a mixed use project.

CWI Considering a Bond & Strategic Plan Coming in July

As one of the nation's fastest growing community colleges since its inception, CWI is investigating how to best handle the demand for educational services. Part of this plan is likely to include expansion on its current campus in Canyon County and also ideas on how to best grow an Ada County campus. In the next several months we will be learning more on how CWI plans to finance its growth and become a catalyst for further development within the West End.

Adare Manor Project Moving Forward

The City of Boise and Adare Manor LLC have entered into a lease option agreement for the property located at 2403 & 2409 West Fairview Avenue. Adare Manor LLC is proposing a downtown housing development of ~120 housing units fronting on Fairview Avenue. The \$18.5 million development will bring needed housing as well as numerous residents who will contribute to the vibrancy of the neighborhood.

June Stakeholder Meeting Addresses Connectivity, Parking, & Marketing

A June meeting brought forward some great news about West End development plans, but it also brought to light some concerns with long term connectivity and parking solutions. By 2020, there is over \$150 million of planned development in the West End and the need for over 1500 parking spaces, which could amount to over 10 acres if it were all surface parked. In the coming months and years, these developments need a cohesive strategy to realize a synergistic vision

Renovation of the Grove Plaza

Hard work by construction crews, predictable summer weather and support from stakeholders has garnered significant progress on The Grove Plaza renovation. We are especially appreciative of the seamlessly coordinated efforts coming from McAlvain and ESI. Thank you and great job to both companies on working together on many complex topics. Over the past month, bricks were salvaged for reuse in the renovation; the old fountain was demolished making way for the new improved fountain; and, the central plaza storm water system was installed--disconnecting the plaza storm drain from the Boise River. This week, we accomplished significant progress on the restrooms and attendant booth. Structural demo, MEP coring, sleeving and foundation are in place. Thanks to Boise Centre's flexibility, the interior build-out in the Perch is also done. Another benchmark moment was accomplished this week. The Silva Cell, utility and subgrade work was completed in the south half of the central plaza. This provides space for ESI to begin work on the Boise Centre Concourse later this month. The current detour routes remain effective through August. Expect to see additional fencing on the south spoke but access to remain the same. In our next update, we will have more information about the detour change planned for September.

PP3: Gardner – City Center Plaza Project

The north spoke of the Grove Plaza was turned over to CCDC on July 5. Progress continues on the VRT lid with waterproofing and fixture foundations being placed. Agency staff anticipates a turnover of the VRT lid on August 1.

Boise Centre Ph. 2 Expansion

GBAD board approved the Phase 2 expansion construction contract on July 12. Construction crews will begin mobilizing July 21. Expect to see additional construction fences on the south spoke. The current public access route will be maintained with the additional fence in place.

Parking & Facilities Team: Max Clark & Ben Houpt

Capitol Terrace Parking Expansion

Currently there is no word on sale of Capitol Terrace Retail. In the meantime, progress is being made with the re-platting of the garage and retail, and the creation of a new declaration for the condo association.

Exterior Signage for All Garages

With the finalization of the brand name, logo and new garage names, we are finalizing a contract with a local engineering company to assist with the design and bid specs for new signage. We hope to have the signs up around the 2016 holiday season.

COB – Downtown Transportation Plan

Following the June 13th presentation on the Transportation Action Plan, City and CCDC staff will be working to integrate the strategies from the TAP and Parking Strategic Plan into FY17 work plans.

Budget and CIP Development

After having been reviewed by the Executive Director, the draft FY16 Amended and FY17 Original budgets were presented to the Executive Committee on July 14. Also part of the review process this year is a well-developed draft of the 5-Year Capital Improvement Plan (FY17 is Year 1 of the new, rolling 5-Year CIP). The Executive Committee will meet a second time to make further refinements after which the documents will be prepared for the full Board. The Board has two opportunities to consider the budgets in August, first at its Regular meeting and then the planned final adoption at a Special meeting. Final adoption by Resolution must occur prior to September 1.

July 14	Executive Committee Review 1
July 27 or 28	Executive Committee Review 2
After August 1	Property values and estimated levy rates become available
August 8	Board considers proposed Budgets and CIP
August 17 & 24	Budgets published in the <i>Idaho Statesman</i>
August 24	Special Meeting: Public hearing, Budget Resolution, CIP approval
September 1	Statutory deadline to adopt FY 2017 Budget
September 30	FY 2017 Budget filed with City Clerk
October 1	Fiscal Year 2017 begins

Central District Sunsetting

The Central District Sunset Working Group met for the third time on June 27 to continue formulating the Agency's first sunsetting plan for its first urban renewal district. While the formal termination date is December 31, 2017, the Agency will receive property tax increment revenue assessed in Calendar Year 2017 then distributed in CY 2018. Because of that, Central's practical sunset date is the end of the Agency's Fiscal Year 2018 on September 30, 2018.

Chairman Hale also chairs this Working Group. The minutes from the June 27 meeting are included in this Board meeting packet.

ACH Vendor Payments

Having received Executive Committee and Executive Director approval, the process is underway to emphasize ACH (Automated Clearing House electronic funds transfer) as the Agency's preferred vendor payment option. The transition from check-writing

to ACH payments will take place gradually over the next couple of years. Current vendors will be invited to switch to being paid via ACH – an easy change requiring only vendor banking information and a W9 form. Some may prefer to continue being paid by check. New vendors will be encouraged to provide their ACH information from the outset. ACH payments will be added to the current twice-per-month check-run schedule. The Agency will continue to write checks and will always need to maintain that payment option.

The ACH payment option adds safeguards to the Agency’s current AP check-writing process. After accumulating several ACH payments in the weeks ahead, Finance will walk-through the proposed email approval process with the Executive Committee and Executive Director. These sessions will familiarize payment authorizers with the new process and provide the opportunity for fine-tuning to satisfy expectations of fiduciary duty and transparency.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

CCDC – Information Technology Support Services RFP

Desired Services: management and support of all aspects of the Agency’s IT needs.

- July 7: RFP issued to six pre-screened companies.
- July 22: Submission deadline.

A committee will evaluate the proposals, interview the top-ranked companies and make a recommendation. The Executive Director will execute a one year contract with the preferred company with options to renew annually for four additional years.

ParkBOI – Parking Operator RFQ/P

Desired Services: complete parking operations for the Agency’s public parking garage system.

- July 6: RFQ/P issued.
- July 20: Pre-submittal meeting (required).
- August 3: Submission deadline

A committee will evaluate the proposals, interview the top-ranked companies and make a recommendation. This issue is then expected to be on the Board of Commissioner’s September Regular meeting agenda as an Action Item.

CCDC – Front & Myrtle Couplet Alternatives Analysis RFP

Desired Services: an assessment of existing conditions and an alternatives analysis of options that can address connectivity and multi-modal mobility while creating a calmer, more economically productive corridor that is better integrated into the busy downtown core.

- July 6: RFP issued.
- August 3: Submission deadline.

A committee will evaluate the proposals and make a recommendation. This issue is then expected to be on the Board of Commissioner's September Regular meeting agenda as an Action Item.

Broad Street – LIV District Public Infrastructure Improvement Project

Guho Corp. hired for Construction Manager / General Contractor (CM/GC) services.

- **Status:** CM services still active. CM/GC Contract Amendment 1 executed for early procurement of geothermal pipes and fittings. Bidding for all subcontractor work soon.

OTHER CONTRACTS ACTIVITY

Grove Plaza Construction – final execution and recording of the Restroom Easement given to the Agency by the Greater Boise Auditorium District.

Grove Plaza Brick-by-Brick – Amendment to the Contract with Fund Raisers LTD to extend fundraising sales and engraved brick delivery schedules.

Grove Plaza Original Bricks – Amendment to the Contract with Fund Raisers LTD to extend engraved brick delivery deadlines to conform with current construction schedules and for engraving section markers to facilitate brick tracking and locating.

Parcel B – Task Order Amendment with Kimley-Horn and Associates for additional services related to the detailed review of the Parcel B garage plans for compliance with CCDC design standards and public parking requirements.

ParkBOI Parking Operator RFQ/P – Task Order with Kimley-Horn and Associates to assist the Agency with updating and modifying the parking management contract to fit best practices in the industry. The Task Order also includes as-needed assistance during the Parking Operator RFQ/P process.

ParkBOI Parking Garage Efforts – Task Order with Glancey Rockwell & Associates to develop a uniform paint scheme for the lobbies and stairwells of all the Agency public parking garages to reflect the "ParkBOI" branding. GRA will also produce plans and specifications for bidding purposes.





CENTRAL DISTRICT SUNSET WORKING GROUP

Meeting 3

2:00 p.m., Monday, June 27, 2016 CCDC Board Room

MINUTES

1. CALL TO ORDER

Executive Director Brunelle convened the meeting at 2:06 a.m. with CCDC Board and Working Group Chairman John Hale, CCDC Commissioner / Boise City Councilor / Idaho State Senator Maryanne Jordan, Counsel Ryan Armbruster, Development Director Todd Bunderson and Finance Director Ross Borden present. Jade Riley, City of Boise, absent.

2. WELCOME NEW MEMBER

Executive Director Brunelle welcomed Commissioner / Councilor / State Senator Jordan to the Working Group. Commissioner Jordan fills the vacancy left by former Commissioner and city Councilor David Eberle.

3. REVIEW OF ISSUES FROM MEETINGS 1 & 2

Finance Director Borden reviewed the meeting materials: 1. Meeting 2 Minutes; 2. Central District map; 3. Sunset Timeline; 4. Issues Compendium; 5. Estimate of Tax Increment Revenue to Taxing Districts after Sunset; 6. Operating Revenues and Expenses by Parking Garage; 7. Parking Operations – Net Income Report. Chairman Hale, Executive Director Brunelle, Counsel Armbruster and Development Director Bunderson also contributed insights and responded to ensuing questions.

4. OWNERSHIP OF CENTRAL DISTRICT ASSETS

Executive Director Brunelle introduced and led the discussion of post-sunset ownership of Central District assets. While no formal decisions or action have yet been taken or made, it was agreed that the going-forward assumption is that the city is inclined to assume ownership of CCDC-owned 8th Street from Bannock to Main and the Grove Plaza including the north, west and south spokes after the district's termination.

5. PARKING GARAGES: NET INCOME REPORT

Chairman Hale commissioned staff to produce the report to include all revenues and expenses – operating and non-operating including debt service – to paint a complete and accurate financial picture of parking garage ownership.

6. CITY TOPICS

Commissioner / Councilor / State Senator Jordan addressed city topics and will convey Central District sunset and Working Group issues to city hall.

7. NEXT MEETING

It was agreed that the next meeting is best held after the Agency and city have set their FY 2017 budgets, or sometime after August.

8. ADJOURNMENT

The meeting was adjourned at 3: 11 p.m.

5th & Broad Garage – Task Order with The Parking Consultants to obtain and implement parking access and revenue control equipment for the parking garage integral to the under-construction Fowler apartment building at 5th and Broad streets. Task Order also includes additional consulting services as needed.

10th & Front St Garage – Task Order with KPFF to investigate the concrete spalling in the Agency’s public parking garages and work with appropriate entities for warranty repair work. The Task Order also includes work to develop plans and specifications for addition repair work.

Utilities Improvements – Agreement with Idaho Power for design and engineering services to underground utilities in the alley between Main and Idaho Streets, from 3rd to 5th streets.

Participation Agreements – Facilitated final contracting procedures for The Fowler and Clairvoyant Brewing, including resolutions.

Tree Care – Task Order with ProCare Landscape for tree removal and replacement and minor brick work in the area of 9th and Front Streets.

Sidewalks and Bricks – Task Order with Capitol Landscape for sidewalk maintenance and brick repair work at various locations in Central, River Myrtle, and Westside districts.

Furnishings Maintenance – Work Request with Valley Landscaping to repair and repaint benches in Central, River Myrtle, and Westside districts.

Agency Good Will: Provide copies of the Agency’s CM/GC documents to interested parties at CH2M Hill. Also shared a worker’s compensation waiver, created in-house, with procurement professionals at Ada County.



AGENDA BILL

Agenda Subject: Parking Structure Design Guidelines Update		Date: July 18, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: Draft Parking Structure Design Guidelines Update	
Action Requested: No action required at this time. Please review draft guidelines for adoption at the August 8 th Board meeting.		

Fiscal Notes:

There is no direct fiscal impact for this measure. Eventually, if adopted, these standards will help assure that agency parking facilities will be constructed to the highest industry standards, which will endure highly functional and more user friendly facilities. It may also mean higher initial cash outlay, with longer term financial savings/returns.

Background:

CCDC first authorized this document in 2008. Its creation was partially in reaction to a garage built for us in 2006 that had some issues with space size and turning radii. We were anxious not to repeat that situation. The concepts presented in these guidelines will help produce functional, well-designed and patron friendly parking structures that will become valued infrastructure elements for the downtown. The concepts are presented so that common design mistakes can be avoided by being addressed early in the design process.

This document is an update to the original design guidelines document with the specific goal of incorporating recent advances in the area of sustainable design standards, operations and management strategies. This addition nicely complements the recent Parking Strategic Plan recommendations that put a greater emphasis on mobility management strategies, whereby garages are expected to begin functioning as hubs for alternative transportation modes.

Since 2006 there have been no garages constructed by/for the agency, but there currently is one underway and firm plans of additional parking structures.

Staff Recommendation:

Please review this document with an eye towards adoption at your August 8th meeting.

Suggested Motion:

NA

Prepared for



BOISE, IDAHO



PARKING STRUCTURE

Design Guidelines

DRAFT
May 2016

Kimley»Horn
Expect More. Experience Better.



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Acknowledgement: This document was originally created by Carl Walker, Inc. in 2008. CCDC requested that Kimley-Horn update this document to incorporate changes in industry standards and practices especially in the areas of sustainable design best practices.

1. Introduction

This document was developed for the Capital City Development Corporation as a guide for future parking structure design in Downtown Boise. It contains information to help developers and designers incorporate parking structure components into proposed projects. The concepts presented will help produce functional, well-designed and patron friendly parking structures that will become valued infrastructure elements for the Downtown. The concepts are presented so that common design mistakes can be avoided by being addressed early in the design process. The document should be periodically updated to reflect state-of-the-art parking design practices and principles.

To support this point, this document is an update to the original design guidelines document with the specific goal of incorporating recent advances in the area of "sustainable operations and management strategies". This addition nicely complements the recent Parking Strategic Plan recommendations that puts a greater emphasis on mobility management strategies. It includes the following categories:

- | | |
|---------------------------------------|---|
| 1. Introduction | 14. Accessible Parking Requirements |
| 2. Project Delivery | 15. Safety and Security |
| 3. Sustainable Design & Accreditation | 16. Lighting |
| 4. Site Requirements | 17. Signage and Wayfinding |
| 5. Site Constraints | 18. Drainage |
| 6. Concept Design | 19. Open or Enclosed Parking Structures |
| 7. Circulation and Ramping | 20. Structural Systems |
| 8. One-way vs. Two-way Traffic | 21. Durability Design |
| 9. Other Circulation Systems | 22. Other Considerations |
| 10. Access Design | 23. Incorporating Other Land Uses |
| 11. Parking Geometrics | 24. Other Considerations |
| 12. Parking Layout Efficiency | 25. Sustainable Operations & Mgmt. |
| 13. Pedestrian Requirements | 26. Sustainable Ops & Mgmt. Checklist |

In any future parking development project it is highly recommended that qualified parking structure design specialty firm be engaged in the project due to the unique characteristics and design expertise required to develop a successful project.



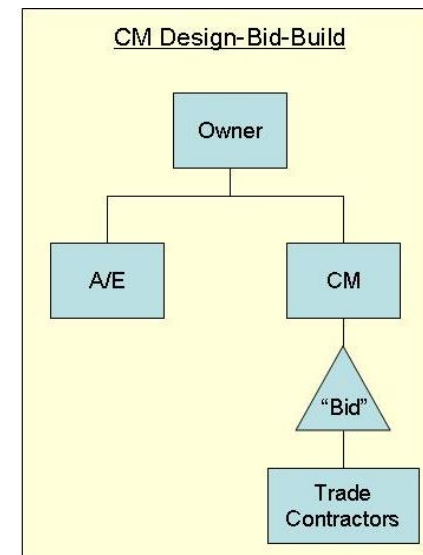
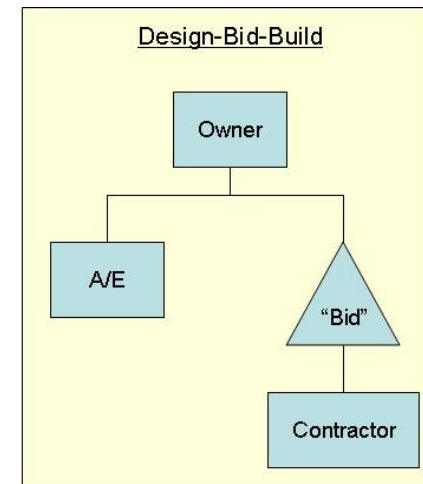


2. Project Delivery

There are four primary project delivery methods commonly used to design and construct parking structures. Two Design Professional's Handbooks titled the *Design-Build Project Delivery* and the *Design/Contract-Build Project Delivery*, published by the American Council of Engineering Companies (ACEC), are helpful references.

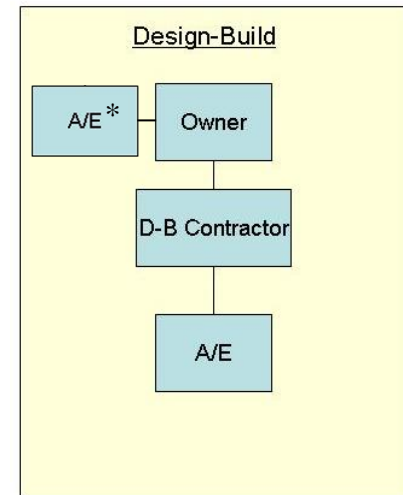
Each method is described on the following pages, along with a graphical depiction of the contractual relationships for each:

1. [Design-Bid-Build](#) (D-B-B) projects are those where the owner selects and contracts with the lead designer (Parking Consultant or Architect/Engineer). They in turn represent the owner in defining the project and preparing drawings and specifications to meet the owner's needs for competitive bidding to contractors. Often on public projects the owner is required to select the lowest "responsive and responsible" bid, with the contractors' qualifications often not given consideration. The D-B-B method is sometimes referred to as the "traditional" process and is still the most common method.
2. [Construction Manager - Design-Bid-Build](#) (CM D-B-B) is where the owner selects and contracts with the A/E who represents the owner in defining the project and preparing drawings and specifications to meet the owner's needs for bidding. However, the owner also retains a construction manager (CM) who works with the A/E during the design phases, sets the project schedule, and performs construction cost estimates. The CM bids the work to subcontractors for the various trades. This is a better method than D-B-B for projects where the owner wants fast track or phased construction.

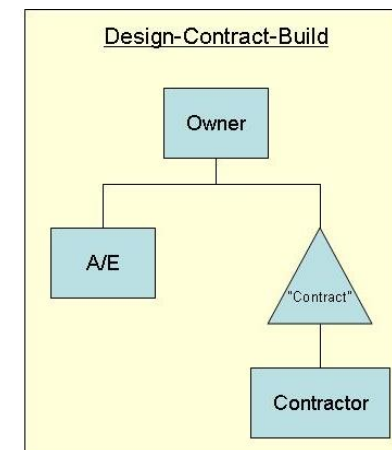




3. Design-Build (D-B) are cases where the owner retains a D-B contractor who in turn retains the A/E so there is a single entity responsible for both design and construction. Often the owner prepares or retains another A/E to prepare design build criteria documents as described below. Often, the owner can select the D-B team based on qualifications and cost, consistent with the bidding documents. There has been more interest in D-B type projects recently because of owners who perceive benefits regarding cost, schedule, and risk management.
4. Design-Contract-Build (D-C-B) are projects where the owner selects and contracts with the A/E. The A/E prepares preliminary documents that are the basis for the owner contracting with the contractor early in the design process, rather than waiting for final design documents to be prepared as for D-B-B. This method combines the advantages of the D-B-B and D-B methods while reducing many disadvantages to allow the owner to have the most qualified A/E and contractor involved in their project from the design phase through the completion of construction.



*: Optional but recommended; A/E prepares design build criteria documents that are basis for contract with contractor.





In recent years there has been an increasing interest and use of Design-Build in the construction of parking structures. Legislation has been enacted in many states to allow D-B to be used by public entities because prior laws required publicly funded construction contracts to be awarded based upon completed design documents.

Advantages of Design Build:

- Owner has a single point of responsibility for design and construction.
- Potential for better design and construction coordination because the A/E is working for the contractor.
- Owner does not have to arbitrate disputes between the A/E and contractor.
- Owner reduces their risk because the D/B contractor is responsible for errors or omissions in the design documents.
- Could be less administrative burden on the owner.
- Potential for accelerated schedule because the contractor is onboard at the beginning and because of the overlapping of design and construction work.
- Potential for lower costs due to the contractor being in greater control of the project and due to the accelerated schedule.
- Costs are well defined earlier in the process

Disadvantages of Design Build:

- The D-B contractor has the incentive to complete projects faster and less expensively which can mean reduced quality of materials and workmanship.
- The owner has less involvement and control of the design because the A/E represents the D-B contractor's best interests, not the owner's. Not only is this a disadvantage for the owner, but it creates a difficult conflict of interest for the A/E.
- The owner does not benefit from independent advice and input from the A/E and contractor.
- Greater definition of the project is required up front to define goals, objectives, and minimum requirements for project function, appearance, quality, materials, operation, etc. prior to bidding to D-B teams.
- More risk for D-B teams, which can negate the potential cost saving opportunities.

PARKING STRUCTURE Design Guidelines



When owners decide that D-B is right for their project, they can have a better chance of achieving a successful project utilizing the following procedures.

Recommendations Regarding the Design-Build Delivery Method:

1. The owner should retain an A/E at project initiation to prepare the D-B criteria documents. This allows the owner to have more input into the concept design and set standards and criteria for the project. Also, due to the uniqueness of parking structures, it is important to have the A/E led by a parking consultant or for a parking consultant to have a significant role on the design team.
2. D-B criteria documents should clearly define the project scope, function, appearance, quality, materials, and operations. The level of completeness of these documents varies, but generally they are in the 10 to 30 percent range (between Schematic Design and Design Development level of completeness).
3. The owner should use a very transparent selection process to hire the D-B contractor, using the D-B criteria documents as the basis of the Request for Qualifications/Proposals (RFQ/RFP).
4. The selection process should consider the D-B teams' technical qualifications and experience in addition to cost. Typically there is a weighting of selection criteria such as the experience and expertise of the firms and key personnel making up the team, experience of the team working together, technical merits of design, project appearance, quality and safety programs of the contractor, references, schedule, and cost. The selection criteria and weighting should be defined in the RFQ/RFP.
5. The owner's A/E who prepared the D-B criteria documents should continue on during the final design and construction to represent the owner's interest and help assure that the design and construction are completed in conformance with the D-B criteria documents.



Parking structure built for Baylor University using the Design-Build delivery method

PARKING STRUCTURE Design Guidelines



As an alternative to using the D-B method, the D-C-B or CM methods can often result in a project that meets the owner's best interests because:

- The A/E contracts to the owner, thus representing their interests, not the contractors, which should enhance quality
- Design decisions can more easily be made that are in the best long-term interest of the owner, considering factors that will provide the lowest life cycle maintenance or operational cost, rather than emphasizing those that just provide the lowest first cost or schedule advantage
- The CM or contractor is onboard early in the design process so the A/E and contractor collaborate during design, enhancing innovation and opportunities to consider the contractor's cost saving ideas
- Similar schedule and cost advantages compared to D-B.
- Less risk for all parties as responsibilities can be allocated where they most belong

Successful parking structure projects have been completed using all four of the construction methods discussed above. Understanding the advantages and disadvantages of each and following a process to address them will help assure that the completed project is a success for the user, owner, community, designer and builder.



3. Sustainable Design and Accreditation

While it is possible for parking structures to achieve certification, typically only occupied buildings receive certification for their sustainable design through the U.S. Green Building Councils (USGBC) Leadership in Energy and Environmental Design (LEED) accreditation program. However, parking structures that are part of a mixed use project can help attain LEED points for the entire building project. The fact that stand-alone parking structures are generally not eligible for LEED certification should not discourage including sustainable design elements in parking structures.

Note: The Green Parking Council was recently acquired by the Green Building Certification, Inc. (GBCI), the certification body for US Green Building Council's (USGBC) global LEED green building rating system, which will now administer the Green Garage Certification Program.

Examples of sustainable design features for parking structures include:

- Sustainable Site Development
 - Green roofs
 - Solar panel sunshades on the top levels
 - Alternative transportation accommodations
- Water Savings
 - Water-efficient landscaping
 - Irrigation using non-potable water
 - Innovative technologies for water retention/detention
- Energy Efficiency
 - Energy efficient light sources such as natural lighting, fluorescent, induction, and light emitting diodes (LED)
 - Photovoltaic solar panels
 - Computerized lighting controls and voltage reduction





Materials and Resources Selection

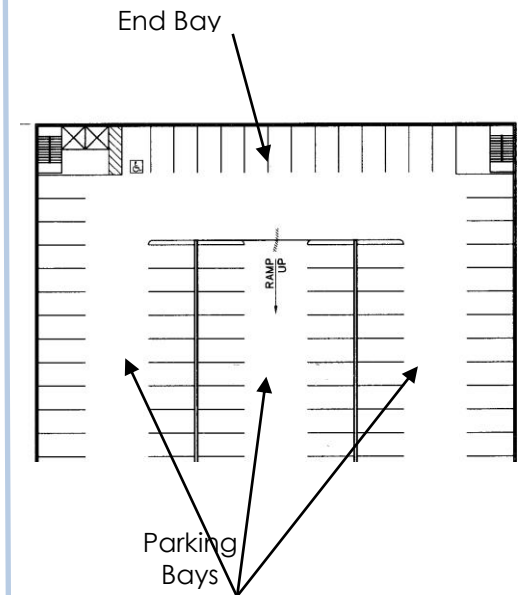
- Reuse of existing facades or shell
- Use of recycled materials such as silica fume, fly ash, and steel
- Carbon fiber reinforcement
- Thin brick façade panels
- Recycled rubber
- Indoor Environmental Quality
 - Low VOC products (e.g., paint, sealers and coatings)
 - CO monitoring and venting
 - Maximum natural ventilation and lighting (e.g., interior light wells)
 - Sustainable cleaning products
- Innovation and Design Process
 - Multi-modal facilities
 - Automated parking facilities on smaller site footprints
 - Designs for 75-100 year life
 - Bicycle storage lockers



4. Site Requirements

Large and rectangular shaped sites are ideal for parking structures. Although flat sites are generally more economical to develop, sloped sites can provide design opportunities such as access on different levels and/or no ramping between levels. For a reasonably efficient parking layout, double-loaded parking “bays” range in width from about 54 to 60 feet, depending upon the angle of parking and the width of the parking space. The overall width of the structure should be determined based upon multiples of the chosen parking bay width. An ideal length for a parking structure is at least 240 feet. Longer sites provide the opportunity to park along the end bays, which provides more parking spaces, improves efficiency, and lowers the cost per space. A longer site also allows for shallower ramps which provide improved user comfort.

Generally, parking bays should be oriented parallel to the longer dimension of the site and preferably in the predominate direction of pedestrian travel. Walking distance tolerances from parking to a primary destination are typically 200 to 300 feet for shoppers, 500 to 800 feet for downtown employees, and 1,500 to 2,000 feet for special event patrons and students.

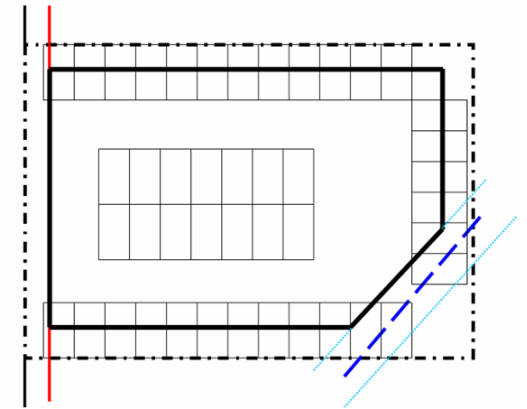




5. Site Constraints

Other site issues to be considered when evaluating a potential site for a suitable parking facility include the following:

- Site Survey – a topographic survey of the site is a very important precursor to develop a conceptual plan. The site survey should delineate property lines, easements, and utility lines.
- Site Slope – The topographic information will define the slope of the site. Sometimes the slope of a site can be used to reduce internal ramping in a parking structure, resulting in significantly lower costs. A parking structure that is built into a hillside can also reduce the visual mass of the facility.
- Geotechnical & Soils – Obtaining a soils report with sample borings and a geotechnical analysis early in the design process is prudent. If soils with poor bearing capacity are present on the site, the added cost for structural foundations can be significant.
- Codes and Ordinances – Municipal ordinances often specify setbacks, building height and bulk limitations, floor area ratio to site area, etc. that can significantly affect the allowable area on a site for a parking structure. The local planning organization may also impose development guidelines that must be followed.





6. Concept Design

Much of the remainder of these guidelines addresses issues and elements of parking structures that should be considerations during the conceptual design phase.

Parking Structures for People

An overall design principal to keep in mind is that parking structures are for people. Designing to accommodate the users of a particular structure will help produce a better parking structure.

- Different user types will have different needs.
- Some user types may need to be physically separated to ensure revenue control or for security reasons.
- Different users require different pedestrian circulation systems.
- Parking space widths and circulation geometry needs vary depending on the user type.
- Some vehicular circulation system are better for specific user types:
 - Residential – Regular users enter and exit two times a day.
 - Education – May have peak loads in and out.
 - Hotel – Overnight guests, maybe event parking too.
 - Office – Low turnover. Regular users enter and exit two times a day.
 - Health Care Visitors –Wayfinding very important. Need to accommodate elderly drivers and passengers.
 - Health Care Staff – Shift time overlap and loading. Security issues, particularly at night.
 - Retail – High turnover. Occasional users - wayfinding to and from vehicle.
 - Elderly or Families with Small Children – Wayfinding again important. May need larger spaces and more elevators.



PARKING STRUCTURE Design Guidelines



- Events – Easy quick loading and unloading of structure. Multiple vehicular paths. Consider revenue collection methods, typically a flat fee on entry. Provide queuing space. Consider pedestrian flow to event - avoid crossing traffic.
- Multiuse Garages – These guidelines focus on parking garage design for downtown Boise. Most of the garages in downtown will serve at least two user groups – short-term and long-term parkers – and may serve many other user groups. This is due to the fact that future garages will be located in activity centers that include office, entertainment, special event, restaurants, retail, lodging, and residential land uses – all of which have different parking characteristics. Attention should be given to creating entry, exit, and circulation designs that are flexible and adaptable to particular situations. Dual exit lanes that allow parkers with passes to exit quickly without having to wait in line with parkers who are paying should be considered to lower frustration levels for customers.



7. Circulation and Ramping

The basic circulation element for a parking structure is the continuous ramp with parking on both sides of the drive aisle. In continuous ramp structures, some of the parking floors are sloped in order for traffic to circulate from one level to another. Only on a sloping site that permits direct access to each level from the exterior roadways are ramps unnecessary; but they still may be desirable for internal circulation.

The basic criteria for choosing a circulation system are the simplicity or complexity of the system and the architectural compatibility. Ingress and egress capacities are also a consideration in the selection of a circulation system. Some circulation systems provide the opportunity for level façades which may be desirable.

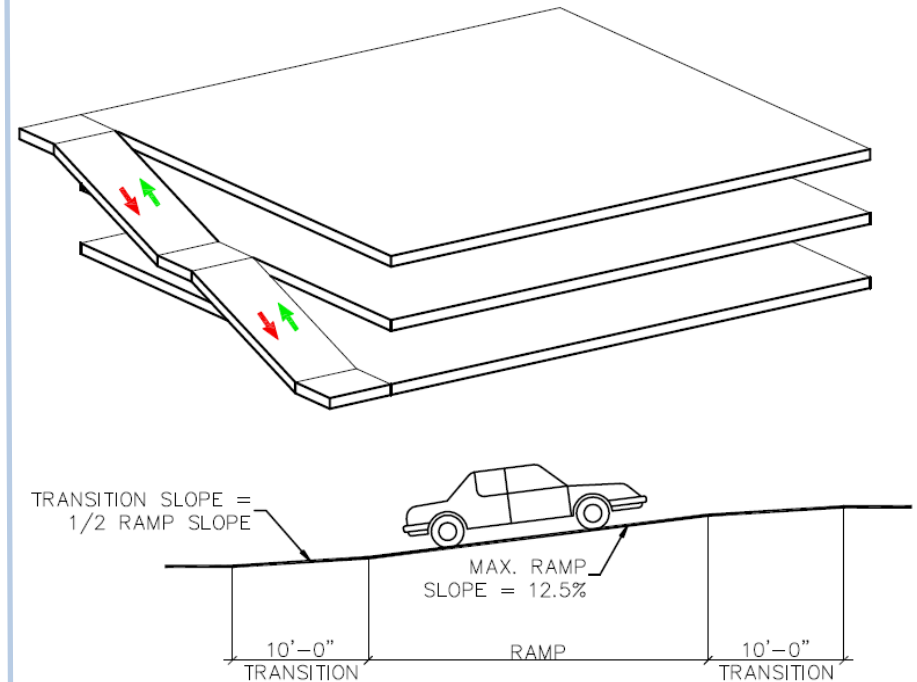
A parking ramp slope of 5% or less is preferred, although parking ramp slopes up to 7% are tolerated by the public in very dense urban areas. Parking ramp slopes should not exceed a 6.67% slope, which is the maximum parking slope permitted in the International Building Code (IBC). The acceptable ramp slope must also conform to the current Boise City Building Code.



Non-parking ramps are often employed at airports, casinos, large retail structures, for special event structures, and on small and irregularly shaped sites. Non-parking ramps consist of circular helixes (most common), express ramps (external), and speed ramps (internal). Non-parking ramp slopes should have a maximum slope in the 12% to 14% range. Non-parking ramp slopes up to 20% are sometimes considered if covered or equipped with snow melt systems.

Parking structures with non-parking ramps tend to be less efficient in terms of square feet of structure per parking space which directly increases the construction cost per parking space.

A grade difference of 8% or more requires transition slopes so vehicles do not bottom out. Recommended are minimum 10'-0" transition slopes at the top and bottom of the ramp that are one-half of the differential slope. For instance, two 10'-0" transition ramps sloped at 6.25% would be required at the bottom and the top of a ramp sloped at 12.5%.





8. One-Way vs. Two-Way Traffic

One of the primary factors in the design of parking structure is determining the traffic flow: one-way or two-way. Typically, a parking bay for a one-way traffic flow is narrower than for a two-way flow. The available site dimensions will influence the parking bay width and thus also influence the circulation pattern. There are advantages and disadvantages to both circulation patterns. One-way traffic flow should never be combined with 90° parking. In parking facilities with one-way traffic flow, the angle of the parking stalls establishes the direction of vehicle traffic.

Advantages of One-Way Traffic Flow:

- Easier for parkers to enter/exit parking spaces.
- Vehicles are more likely to be centered in angled spaces.
- Less circulation conflict and reduced potential for accidents.
- Better visibility when backing out of a stall.
- Separation of inbound and outbound traffic and improved flow capacity of the circulation system.
- The intended traffic flow is self-enforcing.
- One-way traffic allows the angle of parking to be changed to accommodate changes in vehicle sizes.

Advantages of Two-Way Traffic Flow:

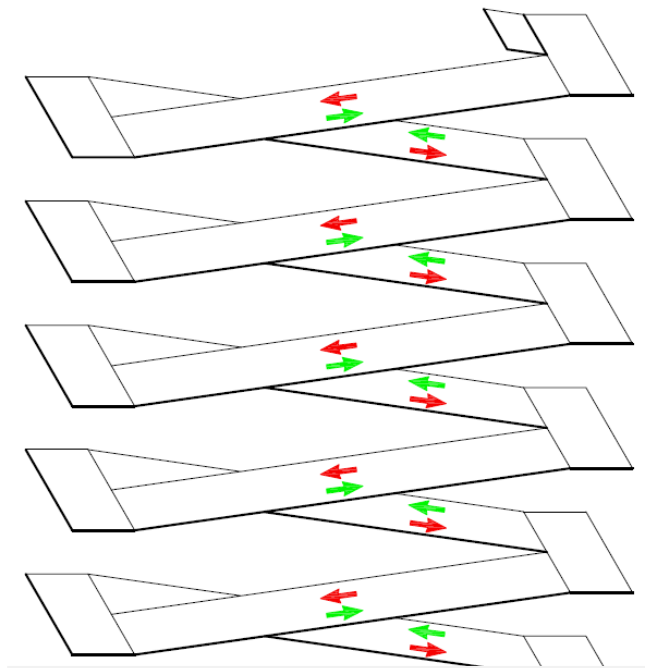
- Wider drive aisles allow parkers to pass other vehicles.
- Wider drive aisles are safer for pedestrians.
- Better angle of visibility when searching for a parking space.
- Traffic flow follows its own pattern rather than one that is forced.
- Two-way traffic and 90° parking makes more efficient use of parking aisles (more spaces in a run).
- Two-way parking facilities can essentially operate as one-way facilities when there is heavy directional traffic.



Single Threaded Design

In order to develop a reasonably efficient free-standing parking structure, the **minimum** dimensions needed are about 122 feet in width by 155 feet in length. A width of 122 feet allows for a two-bay facility with two-way traffic flow and 90-degree parking. A facility with two-way traffic and a five-foot rise along each bay requires approximately 155 feet in length for a minimum floor-to-floor height of about ten feet. That is, one 360-degree turn within the facility equates to a vertical rise of ten feet. A structure in this configuration has sloping floors along both façade sides. However, sloping floors can make façade treatments challenging. On larger sites that allow a structure length of about 255 feet, one bay can be sloped rising 10 feet with opposite façade having a “level” floor.

Because of the number of 360° turns needed to ascend in a single threaded structure, the number of levels (floors) should preferably be limited to a maximum of six, otherwise the number of turns required and the number of spaces passed becomes inconvenient. A structure with a two-bay single thread design has a capacity for a maximum of approximately 750 spaces. The isometric diagram to the right represents a two-bay single-threaded helix.



Single Threaded Helix with Sloping Floors

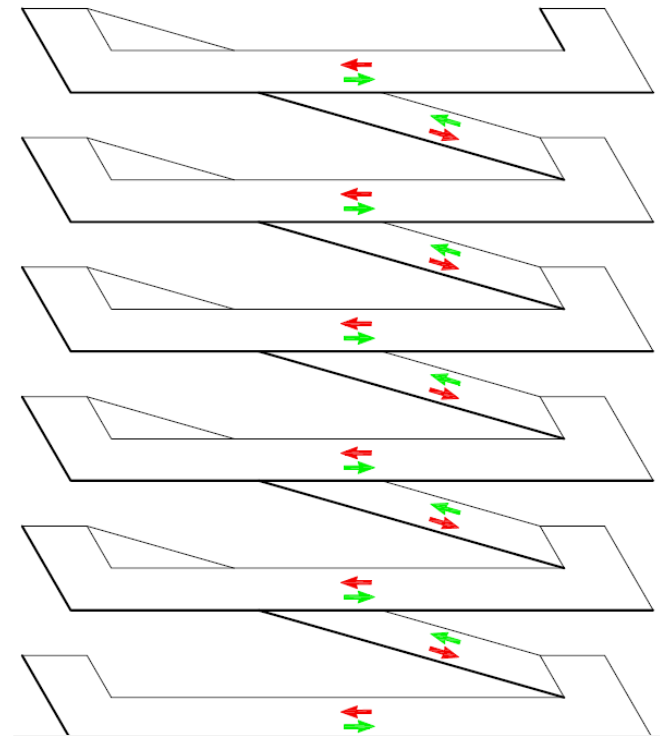


Principal Advantages of a Single-Threaded Helix:

- Repetitive and easy to understand for users.
- Potentially more flat-floor parking and level façade elements.
- Better visibility across the structure, which enhances security.

Principal Disadvantages of a Single-Threaded Helix:

- More revolutions required going from bottom to top and top to bottom.
- Two-way traffic bays have less flow capacity than one-way traffic bays. Traffic in both directions is impeded by vehicles parking and vacating a space.



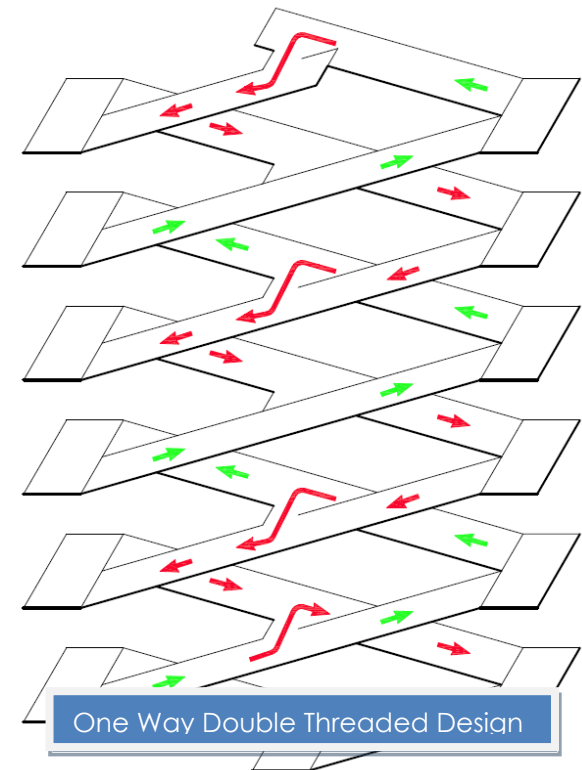
Single Threaded Helix with One Level Bay



Double Threaded Design

A facility with a one-way circulation system and angled parking can be provided in a double-threaded helix with modules ranging from 54 to 58 feet in width, depending upon the angle of parking. The preferred angles of parking for an efficient layout are 60°, 70° and 75°. A double thread, which requires a ten-foot rise along each module, requires 240 feet in length. More efficient layouts can be achieved on longer sites. The isometric right represents a two-bay double-threaded helix with one-way traffic.

A double-threaded helix can work with either one-way or two-way traffic flow, although one-way traffic is more common. A two-way double threaded design can be configured as two separate structures with no vehicular connection. A double-threaded helix rises two levels with every 360 degrees of revolution, which allows for two intertwined "threads" and the opportunity to circulate to an available parking space without passing all parking spaces as inbound and outbound traffic can be separated. Because of this, double-threaded helices are often recommended for larger facilities with seven or more levels. A two-bay double thread has a functional system capacity for up to approximately 2,000 spaces with angled parking and one-way traffic flow.



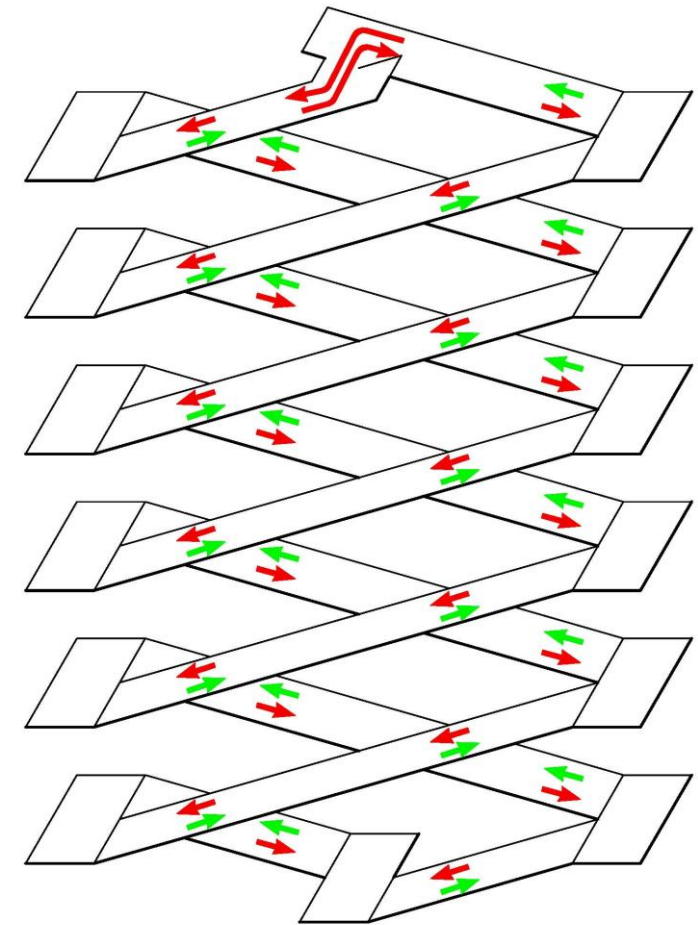


Principal Advantages of a Double-Threaded Helix:

- Efficient circulation and more traffic flow capacity
- Pass fewer spaces both inbound and outbound.

Principal Disadvantages of a Double-Threaded Helix:

- Can be complex and confusing, particularly in finding one's vehicle upon return to the parking facility.
- Two-sloped bays and minimal flat-floor parking.

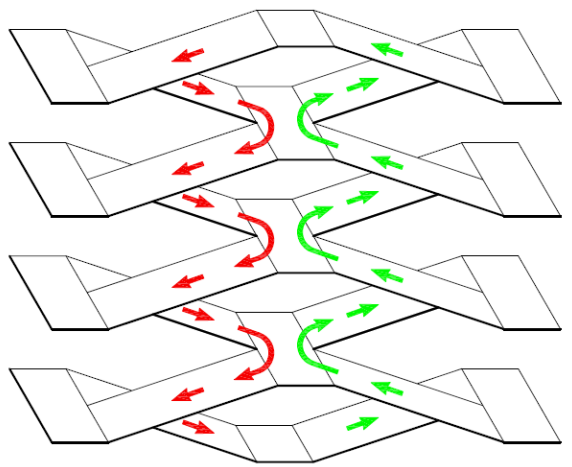


Two Way Double Threaded Design

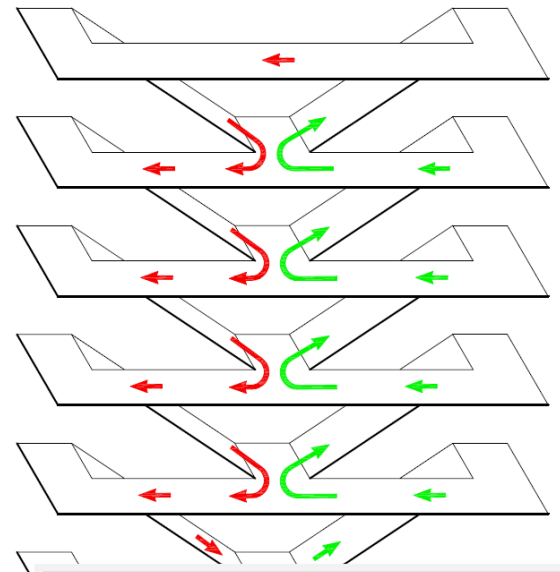


9. Other Circulation Systems

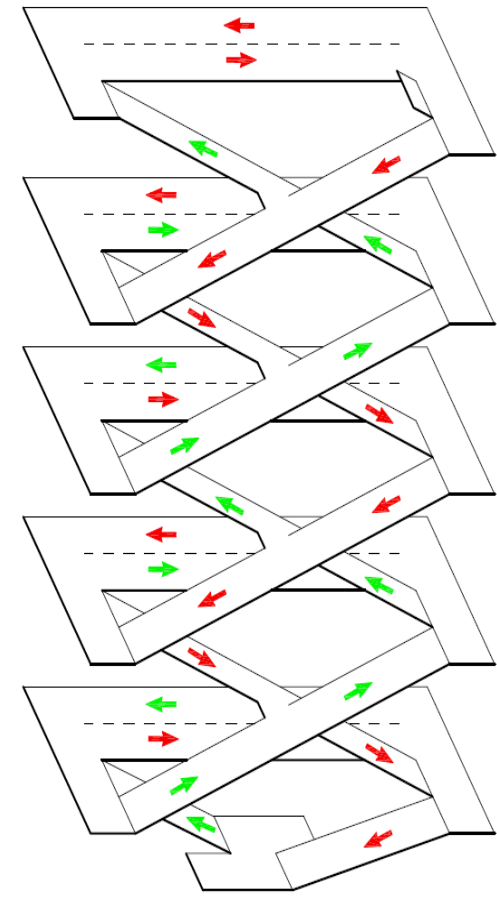
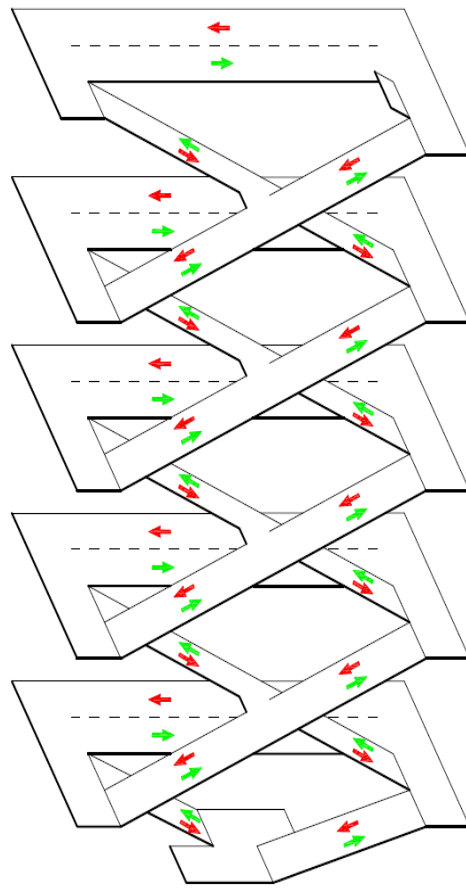
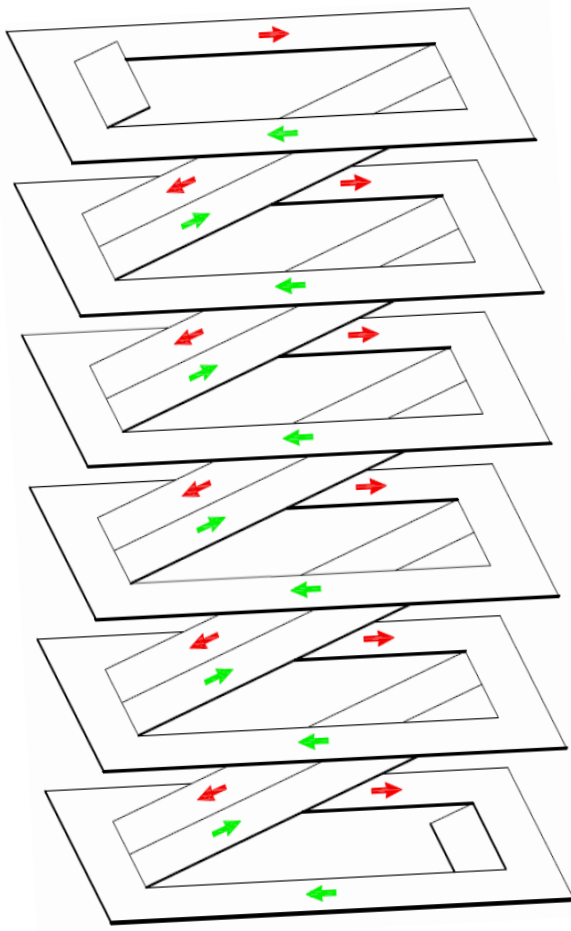
There are other parking and circulation systems that are often used in parking structures.



End-to-End Helix Both Bays Sloped



End-to-End Helix One Bay Sloped



Side-by-Side Helix

Two-way Double Threaded w/ Flat Bays

One-way Double Threaded w/ Flat Bays



10. Access Design

Vehicle entrances should be visible and easily identifiable. The minimum distance of entry/exits from corner intersections is at least 75 to 100 feet (preferably 150 feet). Entrances and exits should have clear lines of sight. It is preferable to enter a facility from a one-way street or by turning right from a two-way street and to exit a facility by turning right on a low-volume street. High traffic volumes and left turns can slow exiting and cause internal traffic backups. Consideration should be given to acceleration/deceleration lanes on busy streets. Gates should be located far enough away from the street to allow at least one vehicle behind the vehicle in the service position (at a ticket dispenser, card reader or cashier booth) without blocking the sidewalk. Entry/exit areas that have parking control equipment should have a maximum 3% slope.

It is very important to provide the appropriate number of entry/exit lanes to meet projected peak traffic volumes. The number of lanes is a function of user groups served, peak-hour traffic volumes, and service rates of the parking control equipment. It is recommended to have a parking professional prepare a lane and queuing analysis to guarantee sufficient entry and exit capacities.

Cross-traffic at entry/exits should be minimized and preferably eliminated. When placing vehicle entries and exits together on one-way streets it is preferable to avoid "English" traffic conditions where traffic keeps to the left instead of to the right. Pedestrian/vehicular conflicts should be minimized by providing a pedestrian walkway adjacent to entry/exit lanes. Stair/elevator towers should be located so pedestrians do not have to cross drive aisles on their way to primary destinations.

Important Issues for Vehicle Entry and Exit Lanes:

- The approach and the departure area from the lanes will also affect the rate of flow into or out of the structure. Tight turns equal a slower throughput.
- Pedestrian safety at entry and exit portals is paramount. Consider the vision cone of drivers entering or exiting the facility.
- Check and recheck vehicle turning radii at all entry / exit lanes and adjacent ramps.
- Vehicle queuing analyses should be performed to ensure traffic does not back-up onto the exiting street system or the inside of the facility during peak periods of traffic flow.



11. Parking Geometrics

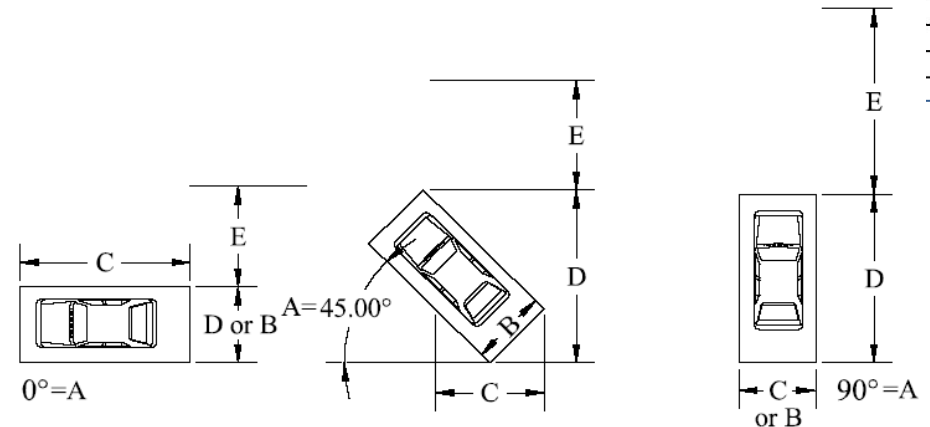
Parking geometrics refers to parking stall and drive aisle dimensions. Parking dimensions have been developed to comfortably accommodate the composite design vehicle, which refers to the dimensions of the 85th percentile vehicle in the range of vehicles from smallest (zero percentile) to largest (100th percentile). The composite design vehicle is the size of a Ford F150 truck (6'-7" x 17'-3").

The table on this page lists City of Boise parking geometrics by parking angle for standard and compact spaces.

Parking Angle	Stall Width	Curb Length Per Car	Stall Depth	Driveway Width
A	B	C	D	E
0°	9'-0"	23'-0"	9'-0"	12'-0"
20°	9'-0"	26'-4"	15'-3"	11'-0"
30°	9'-0"	18'-0"	17'-8"	11'-0"
40°	9'-0"	14'-0"	19'-6"	12'-0"
45°	9'-0"	12'-9"	20'-5"	13'-0"
50°	9'-0"	11'-9"	21'-0"	14'-0"
60°	9'-0"	10'-5"	21'-10"	16'-0"
70°	9'-0"	9'-8"	21'-10"	18'-0"
80°	9'-0"	9'-2"	21'-4"	20'-0"
90°	9'-0"	9'-0"	20'-0"	22'-0"

MINIMUM STANDARDS FOR COMPACT VEHICLES

Parking Angle	Stall Width	Curb Length Per Car	Stall Depth	Driveway Width
A	B	C	D	E
45°	7'-6"	10'-6"	16'-0"	11'-0"





The city's parking dimensions for standard spaces exceed industry standards. The table on the following page lists parking geometrics by User Comfort Factor (UCF) which correlates with a Level of Service (LOS) approach. Traffic engineers developed the LOS approach to classify traffic conditions on roadways from A (free flow) to F (gridlock). The UCF/LOS approach has been adopted by many parking consultants to help classify conditions in parking facilities. The recommended UCF categories for parking geometrics are as follows:

- UCF 4 = LOS A = Excellent
- UCF 3 = LOS B = Good
- UCF 2 = LOS C = Acceptable

LOS criteria should be related to the needs and concerns of users. Generally, users with low familiarity and high turnover should be accorded a higher UCF. If the city's parking standards are not used, we recommend minimum UCF 3 geometrics for moderate to high turnover parking (visitor, retail, etc.) and minimum UCF 2 geometrics for low turnover parking (employee, commuter, resident, etc.).

We recommend using "one-size-fits-all" parking spaces rather than segregating standard and small car spaces. However, if they are used, small car spaces should not exceed 15% to 20% of the total capacity of a facility.

Although parking garages can be made to custom designed to fit most sites of adequate size, in general, the minimum footprint dimensions for an "efficient parking garage" (in terms of square feet per stall) is approximately 125' x 300'. A base parking stall dimension, for most uses should be approximately 9.0' x 18.0'.

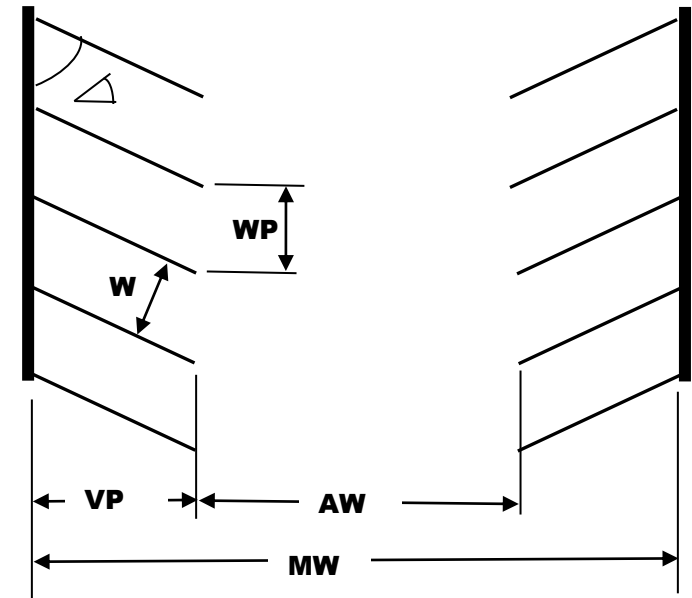


12. Parking Layout Dimensions

PARKING LAYOUT DIMENSIONS

Stall Parking Angle	Width Projection (WP)	Module Width (1) (MW)	Vehicle Projection (VP)	Aisle Width (AW)
User Comfort Factor 4				
w = 9'-0"				
45	12'-9"	49'-10"	17'-7"	14'-8"
50	11'-9"	51'-7"	18'-2"	15'-3"
55	11'-0"	53'-0"	18'-8"	15'-8"
60	10'-5"	54'-6"	19'-0"	16'-6"
65	9'-11"	55'-9"	19'-2"	17'-5"
70	9'-7"	57'-0"	19'-3"	18'-6"
75	9'-4"	58'-0"	19'-1"	19'-10"
90	9'-0"	62'-0"	18'-0"	26'-0"
User Comfort Factor 3				
w = 8'-9"				
45	12'-4"	48'-10"	17'-7"	13'-8"
50	11'-5"	50'-7"	18'-2"	14'-3"
55	10'-8"	52'-0"	18'-8"	14'-8"
60	10'-1"	53'-6"	19'-0"	15'-6"
65	9'-8"	54'-9"	19'-2"	16'-5"
70	9'-4"	56'-0"	19'-3"	17'-6"
75	9'-1"	57'-0"	19'-1"	18'-10"
90	8'-9"	61'-0"	18'-0"	25'-0"

Stall Parking Angle	Width Projection (WP)	Module Width (1) (MW)	Vehicle Projection (VP)	Aisle Width (AW)
User Comfort Factor 2				
w = 8'-6"				
45	12'-0"	47'-10"	17'-7"	12'-8"
50	11'-1"	49'-7"	18'-2"	13'-3"
55	10'-5"	51'-0"	18'-8"	13'-8"
60	9'-10"	52'-6"	19'-0"	14'-6"
65	9'-5"	53'-9"	19'-2"	15'-5"
70	9'-1"	55'-0"	19'-3"	16'-6"
75	8'-10"	56'-0"	19'-1"	17'-10"
90	8'-6"	60'-0"	18'-0"	24'-0"



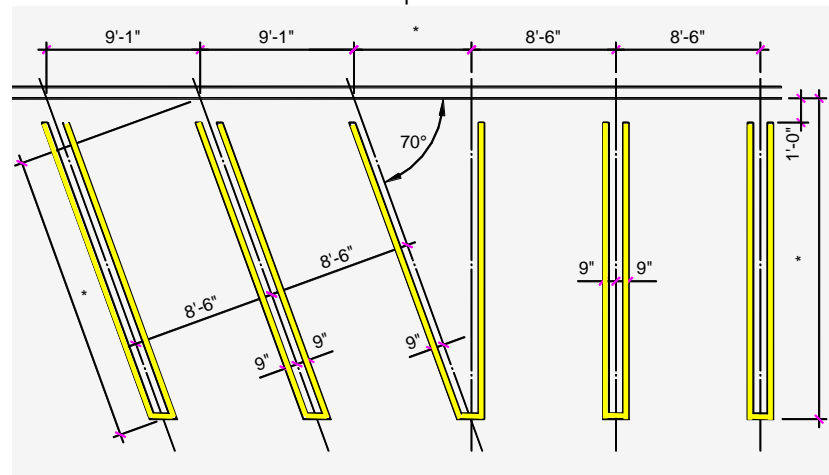
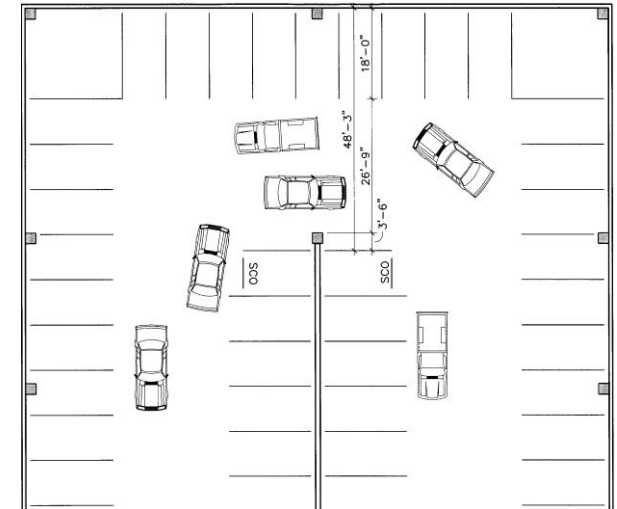
Note: (1) Wall to wall, double loaded aisle.



Parking spaces adjacent to walls, columns, elevators, stairs, etc. should be widened, if possible, by one foot so that vehicle doors can be more easily opened.

End bay drive aisles with two-way traffic should be a minimum of 26' wide for improved turning maneuverability. Wider end bay drive aisles are recommended for high turnover parking facilities. If possible, it is also suggested for more comfortable turns to hold back the first stall on either side of the turning bay. Small-Car-Only (SCO) spaces are also recommended at the ends of interior parking rows. It is very difficult to make a turn around only one row of parking. Refer to the following graphic.

Double stripes for space striping are recommended as they help parkers center their vehicles between stripes, maximizing the space between vehicles (refer to the graphic below). Also recommended is the use of traffic yellow paint for stall striping as yellow paint is more visible over time than white paint.





13. Parking Layout Efficiency

Parking Efficiency is expressed in square feet of construction per parking space. Parking efficiency directly correlates with the construction cost per space. Build less structure per space and the cost per space drops. Non-parking speed ramps for example increase the square feet per space.

Parking efficiency should be calculated considering the total parking structure size including the stairs and elevators and non-parking ramps. Any retail space that is incorporated within the structure is also usually included in the calculation.

Typical ranges of parking structure efficiencies are:

- Short Span Structural System = 330 to 390 Square Feet per Space
- Long Span Structural System = 300 to 340 Square Feet per Space
- Mixed Use Developments with retail, residential and parking can be as high as 400+ square feet per space

PARKING EFFICIENCY MAKES A BIG DIFFERENCE – EXAMPLE

- $360 \text{ sf / space} \times 500 \text{ spaces} \times \$45 / \text{sf} = \$8,100,000$
- $330 \text{ sf / space} \times 500 \text{ spaces} \times \$45 / \text{sf} = \$7,425,000$

A difference of \$675,000 or \$1,350 per space!



14. Pedestrian Requirements

Pedestrian traffic is equally as important in a parking structure as vehicle traffic. A safe, secure and well signed pedestrian path must be provided. Pedestrian access at the grade level should be separated from vehicular ingress and egress. Pedestrian access is usually adjacent to stair/elevator towers. It is also desirable to place a dedicated pedestrian aisle adjacent to a vehicle entry/exit because pedestrians are naturally attracted to these openings. Maximum lines of sight for both pedestrians and vehicles should be provided, and mirrors and warning devices should be incorporated when necessary. Access locations should be restricted to a few locations for security reasons.

A minimum of two stairs are required to meet code-required means of egress for fire exits in parking structures. Stairs shall be open or glass enclosed and be visible to the street for security reasons. The minimum stair width in parking structures is 44" and wider stairs are required for special events. Travel distance between exit stairs is specified in the IBC and is a maximum 300 feet without a sprinkler system and 400 feet with a sprinkler system. Stairs are usually placed in dead corners.

Elevators should be located at terminus in the direction of pedestrian travel. Hydraulic elevators can be used for up to 5 levels or 50' to 60'. Traction elevators should be used beyond 5 levels. The minimum capacity and size is 3,500 lbs. and 5'-0" x 7'-0". The number of elevators is based on the number of spaces, the number of levels, user group(s) served, peak-hour flow rates, and the size and capacity of the elevator. A parking consultant can provide a preliminary indication of the number of elevators based on a formula that takes into account the information presented above. **We highly recommend that elevators have glass backs for security reasons.** Enclosed lobbies are recommended for protection from the elements on the top level.



15. Accessible Parking Requirements

The following table presents the required number of accessible parking spaces based on the total number of spaces provided in any given facility.

The accessible parking requirement for an institution like a hospital campus is not based on the total parking capacity but rather on the capacities of the individual facilities within a parking system, which always results in the provision of more accessible spaces overall. Accessible spaces for the institution do not have to be provided in each parking area, but can be supplied at a different location provided at least equivalent accessibility in terms of distance, cost, and convenience is provided.

All accessible spaces are 8' wide with either a 5' or 8' access aisle. An accessible space and access aisle cannot be placed at a location with a running or cross slope greater than 1:50 (2%).

The current 1 to 8 ratio for the provision of van accessible spaces is changing to 1 to 6, and it is required to round up to the nearest whole number when determining the number of van spaces. The barrier free section of the International Building Code (IBC) has the same requirement. It is recommended to use the new 1 to 6 ratio when determining the number of van spaces. Van accessible spaces require minimum 8'-2" vertical clearance and have 8'-0" wide access aisles.

Each accessible space must have a sign showing the international symbol of accessibility mounted at least five feet above the pavement. All van accessible spaces must have an additional "Van Accessible" sign mounted below the symbol of accessibility (mount minimum of 5' above pavement with other sign above).

ADA requires rounding up to the next whole number when calculating the required number of spaces based on a percentage or ratio. For example, a parking facility with 810 spaces will have 17 accessible spaces ($810 \times .02 = 16.2 = 17$ spaces), and 3 spaces will have to be van accessible ($17 \div 6 = 2.833 = 3$).

Required Accessible Spaces	
Total Spaces in Facility	Minimum Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000

PARKING STRUCTURE Design Guidelines



Accessible stalls cannot share access aisles when the parking is angled. Access aisles for van spaces must be on the passenger side when the parking is angled because vehicles cannot back into these spaces.

All accessible spaces must have an accessible route to public streets or sidewalks, accessible elevators, or accessible building entrances. An accessible route must have a minimum unobstructed width of 3'. A vehicle way (drive aisle) may be part of an accessible route, although it is preferred to place the accessible route at the front of the stalls. An accessible route can only pass behind other accessible spaces. It is permitted to cross a vehicle way with an accessible route. Automatic or push button door opening devices will be needed if the accessible path includes doors that patrons will need to enter/exit.

The running slope along an accessible route cannot exceed 1:20 (5%) and the cross slope cannot exceed 1:50 (2%).

It is recommended to cross hatch all access aisles and accessible routes.

Ultimately, accessible parking must be provided as required by existing city building and zoning codes. However, it is recommended that the standard ADA requirements detailed in this section be used if they exceed existing city requirements.



16. Safety and Security

Because curbs can be a potential tripping hazard, curbs in all pedestrian areas (at the end of parking rows, around stairs and elevators, dead corners, etc.) are strongly discouraged. The faces and edge of curbs that remain should be painted traffic yellow to enhance visibility.

Glass-backed elevators and glass enclosed and/or open stairways, visible to the adjacent street, are highly recommended for enhanced security. Security fencing should be installed below stairwells to eliminate the possibility of a person hiding under the stairs.

Lighting that enables users to see and be seen is one of the most important security features of a parking structure. A separate discussion on lighting is included in these guidelines.

Other important aspects of security design:

- Short span construction is not recommended. In short span construction, the columns are placed more closely together; thereby adding additional obstructions to lines of sight.
- Security fencing at the ground level should not be climbable. Security fencing ensures pedestrians enter/exit the facility only at designated pedestrian points.
- Landscaping should not provide hiding places.
- Security cameras are a deterrent to criminal activity.
- Panic alarms and two-way communication systems are recommended in prominent locations on each level.

In general, assure that as much openness as possible is provided in the design to improve sight lines, eliminate hiding places, and enhance perceived security.



17. Lighting

- Key Security Measure
- Enhances User Comfort & Perception of Safety
- Business Attraction Amenity
- Permit Safe Movement for Pedestrians and Vehicles
- Enhances Signage Visibility
- Typically Light Levels Are Not Code Regulated
 - Except Emergency Lighting @ 1 footcandles Minimum
- Industry Standards
 - Illuminating Engineering Society of North America (IESNA)
 - They Publish Minimum Standards
 - Liability Risk for Non-Compliance

The recommended lighting standards listed in the table to the right, slightly exceed the Illuminating Engineering Society of North America (IES) lighting standards for parking facilities. Staining the ceilings white to enhance light levels is suggested.

Recommended Parking Structure Lighting Standards			
Areas	Minimum Horizontal Illuminance on Floor Footcandles	Minimum Vertical Illuminance at 5 feet Footcandles	Maximum to Minimum Uniformity Ratio
General Parking & Pedestrian	2	1	10:1
Ramps and Corners			
Days	2	1	10:1
Nights	1	0.5	10:1
Entrance Areas			
Days	50	25	10:1
Nights	1	0.5	10:1
Stairways	7 avg.		10:1

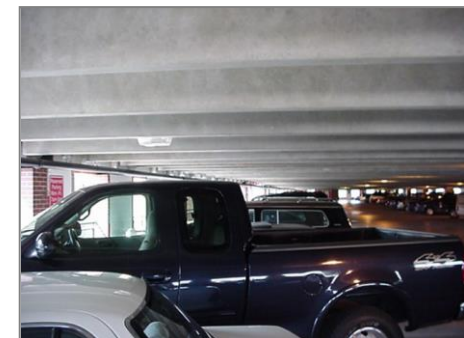


Lighting Entry and Exit Lanes

- Provide Additional Lighting (50 fc) for 10'- 60' Zone From Building Edge (Transitional lighting)
- Include Daylight Infiltration (> 15 fc)
- Typically 10' X 10' Spacing of 150 W Fixtures
- Turn 2/3 of Fixtures Off @ Night

Light Source Types

- **High Pressure Sodium**
 - Golden White HPS Light Color
 - Common Parking Structure Lighting
 - Lamp Life = 24,000-28,500 Hours
- **Metal Halide**
 - White Light Color
 - Perceived Greater Brightness
 - Lamp Life = 15,000 Hours
 - Operating Cost Slightly > HPS
- **Light Emitting Diode (LED)**
 - Emerging Technology
 - Energy Efficient
 - Long Life
- **Fluorescent**
 - White Light Color
 - New Technology – Use in Cold Climates
 - Cold Weather Ballast (If Temps < 50° F)
 - Phosphor Coating
 - Sealed Fixtures
 - Lamp Life = 30,000 Hours
 - Energy Cost Effective
- **Induction Lighting**
 - White Light – Best color rendition
 - Instant Ignition Long Life Bulbs = 100,000 Hours
 - Energy Efficient
 - High Initial Costs





Lighting Expense Reduction Strategies

We recommend that the exterior bay lighting of “open” parking structures as well as roof top lighting be on separate circuits so that these lights can be turned off during the day to reduce energy consumption/costs as depicted in the lower picture on the right.





18. Signage and Wayfinding

Parking facilities can be very large, complex, and confusing. A well-designed graphics and signage system will effectively communicate necessary information to patrons, reduce confusion, improve safety, and enhance the overall user experience.

Sign messages should be simple and succinct. Messages on signs that are to be read quickly, such as vehicular signs, should be no more than 30 characters and six words in length. The typeface used should be simple and easy to read, and there is a general preference for Helvetica medium in the parking industry. Signs with lower case letters and initial caps are most easily read. The simple block arrow is recommended for parking signs. If a left turn is required, the arrow should be placed on the left side of the sign. The opposite is true for a right turn.

In parking structures, signs with a dark background and white letters are more easily read than signs with a white background and dark letters. The opposite is true in surface lots, where signs with white background and dark letters are better.

Vehicle Signs

Examples of vehicular signs include "Park" and "Exit" directional signs. Vehicular signs are ten or twelve inches in height with six or seven inch letters. Ten-inch signs are recommended for precast structures where sign visibility can be a problem. Vehicular signs should be centered over the drive lane or centered over the drive aisle when signs are mounted back-to-back.



PARKING STRUCTURE Design Guidelines



Pedestrian Signs

Examples of pedestrian signs include “Level #,” “Remember Level #,” “Row #,” and “Stair” and “Elevator” identification and directional signs. Pedestrian signs can be all one color or be color-coded by level. Pedestrian signs should be clearly distinguishable from vehicle signs so as not to interfere with vehicular traffic. Pedestrian signs in parking bays are most effective if located perpendicular to traffic flow, and they should be placed at the rear of parking stalls. Color-coding is often used to help patrons find their vehicles. It is not necessary to provide color-coding in parking facilities that are three levels or less. When color coding, it is recommended to use primary and secondary colors including red, blue, yellow, orange, purple, and green. If there are more than six levels that need to be color-coded, it is recommended to use white, brown, and black. Confusing colors such as turquoise (blue or green?) and taupe (brown, tan, or gray?) should be avoided.

The elevator core area provides an excellent location to utilize super graphics. Super graphics is defined as a graphic that covers a large area and is generally painted on a vertical surface, such as painted walls or elevator doors, with level designation incorporated.

Once colors have been determined, the color coding must appear on each parking floor (e.g., on columns and walls) and adjacent to elevator lobbies and stairwells – as well as inside elevators.



PARKING STRUCTURE Design Guidelines



Level Theming

“Level Identification Theming” and other wayfinding aids provides an opportunity to enhance parking interior environment enhancement while also providing a practical tools to assist patrons in remembering where they parked. Several creative examples are illustrated below.



PARKING STRUCTURE Design Guidelines

Entry Signs

Emphasizing the entrance to a parking facility is important. Large illuminated signs are often used to emphasize the facility entry and attract patrons. These signs often spell out "Parking" or use the International symbol for parking. Architectural features, such as an arch, canopy, or some different treatment of the façade, are often used to highlight the entry area as well. A height clearance bar is required for all parking structures, including the top (surface) level of below-grade facilities to prohibit over-height vehicles. Generally, the height clearance bar is located at the facility entrance(s). There may be instances when the clear height in a parking structure changes from one level to another (for example, a higher ground level than typical level to accommodate ADA vans), which may require additional height clearance bars within the facility itself. Generally, the height clearance bar is an eight-inch PVC pipe.

Regulatory Signs

Regulatory signs are often used in parking facilities. Examples include "STOP," "YIELD," "ONE WAY," "NO PARKING" "DO NOT ENTER," and accessible parking signs. When used it is imperative that they comply with local and federal requirements. The Manual of Uniform Traffic Control Devices (MUTCD) provides examples of standard highway signs.





Illuminated Signs

Illuminated signs are becoming more and more common in parking facilities. Technology has advanced significantly in recent years and illuminated signs have become more reliable. Generally, illuminated signs are used for the following parking applications:

- Entry and Exit Lanes (Open in green/Closed in red)
- Facility Full Signs
- Stop (red)/Go (green)
- Level Space Capacity
- Directional Control
- Fee Display
- Space Count Systems
- Variable Message Signs

Pavement Markings

Pavement markings should conform to Manual of Uniform Traffic Control Devices (MUTCD) or local standards. MUTCD specifies that white paint be used for markings for traffic flow in the same direction and yellow paint used for traffic flow in opposite directions, which implies a warning.

Pavement markings can be an effective way to direct and control traffic flow in a parking facility. However, pavement markings must be re-applied due to wear and deterioration from vehicular traffic. Pavement arrows may enhance traffic flow. They are often utilized on surface lots or the top level of parking structures where overhead directional signage is not possible. Traffic arrows are also commonly used in facilities with a combination of one-way and two-way traffic flow.





19. Drainage

Proper floor drainage is essential for all types of parking structures in all climates. While direct rain or snow may not enter all areas of the parking garage, windblown rain and snow and/or vehicles carrying ice, snow and water will distribute water throughout the facility. Heavy rains will also overload top floor drains and water will run down the ramped floors to lower levels. In addition, the frequent floor wash-downs (e.g., washing the parking surfaces/floors) that should be part of a good maintenance program are a source of water throughout the parking facility. If the floor is not adequately sloped, water is allowed to pond and deterioration will accelerate beneath the ponds.

A design slope of 2%, or $\frac{1}{4}$ inch per foot, is desired, with a minimum design slope of 1- $\frac{1}{2}$ %. Water should be drained away from exterior columns/walls and pedestrian paths. Washes may be needed in slab corners to achieve drainage slopes.

Floor drain locations are determined by the circulation system, number of bays, and structural system. The top level drain system should be designed to accept a 10-year design rainfall or as required by local code. Three to four inch piping is generally used on covered levels.



20. Open or Enclosed Parking Structure

Natural ventilation requires openings in exterior walls of sufficient size distributed in such a way that fresh air will enter the facility to disperse and displace contaminated air. The 2003 and 2006 International Building Code (IBC) states:

“For natural ventilation purposes, the exterior side of the structure shall have uniformly distributed openings on two or more sides. The area of such openings in exterior walls on a tier must be at least 20 percent of the total perimeter wall area of each tier. The aggregate length of the openings considered to be providing natural ventilation shall constitute a minimum of 40 percent of the perimeter of the tier. Interior walls shall be at least 20 percent open with uniformly distributed openings.”

“Exception: Openings are not required to be distributed over 40 percent of the building perimeter where the required openings are uniformly distributed over two opposing sides of the building.”

Setbacks can affect openness as firewalls are required if certain distance requirements from property lines and other buildings are not maintained. Parking structures are typically classified as enclosed if other uses (retail, office, residential) are located above the parking, but may remain open if parking is above or adjacent other uses. When a parking structure is positioned below grade, areaways can be used to achieve natural ventilation. The building code addresses the geometry required to permit acceptance of an areaway.

Parking structures classified as “open” do not require mechanical ventilation, fire suppression (sprinklers), and enclosed stairs.

“Enclosed”



- Enclosed Shafts
- Mechanical ventilation
- Increased illumination
- Increased fire rating
- Fire sprinklers

“Open”



- “Open” structures are allowed much larger floor plates and many more levels
- “Open” structures are naturally ventilated, so do not usually need mechanical ventilation
- “Open” structures do not require stairs to be enclosed
- “Open” structures allow a lot of natural light



21. Structural Systems

Following are the advantages and disadvantages of the three primary structural systems commonly used in parking structures today:

- **Cast-in-Place Concrete**
- **Precast Concrete**
- **Steel Framed**

The selection of the structural system should be given careful consideration. The decision is often made based on the following:

- Owner preference
- Design team preference
- Development Review Agency (or Agencies) input
- Schedule
- Construction budget
- Openness and perceived headroom
- Owner's tolerance and budget for maintenance
- Local availability of product and labor





Cast-in-Place Concrete

Advantages of Cast-in-Place Construction:

- Monolithic construction so fewer sealant joints
- Positive drainage is easier to achieve
- Post-Tensioning forces reduces slab cracking
- Floor vibration imperceptible
- Flexible column spacing (20' to 27')
- Generally no shear walls
- Lower maintenance cost
- Wide beam spacing creates more open feeling with perception of higher ceiling
- Accommodates parking structures on irregular sites, beneath buildings, and underground

Disadvantages of Cast-in-Place Construction:

- Potentially higher construction cost
- Quality control is more difficult to attain due to exposed weather conditions
- May require architectural cladding to improve exterior aesthetics
- Less adaptable to winter construction in cold climates
- Longer on-site construction schedule
- Closer expansion joint spacing
- Congestion of tendons and rebar at beam column joints
- Larger on-site staging requirement





Precast Concrete

Advantages of Pre-Cast Construction:

- Quality control because members are fabricated at a plant
- Potentially lower construction cost in some regions
- Shorter on-site construction schedule
- Greater expansion joint spacing (up to 300 feet)
- More adaptable to winter construction
- Architectural façade spandrels also serve as structural load bearing elements

Disadvantages of Pre-Cast Construction:

- More propensity for leaking at the joints
- Higher maintenance cost for sealants
- The close spacing of the tee stems creates the perception of lower ceiling height
- Tee stems can block signage and interfere with lighting distribution
- Shear walls affect architecture at the exterior and reduce visibility at the interior
- Reduced drainage slopes
- More bird roosting ledges
- Might not be performed by local subcontractors





Steel Framed

Advantages of Steel Construction:

- Flexible column spacing of 18' to 22'
- Generally no shear walls
- Can be performed by local subcontractors
- Shorter on-site construction schedule
- Potentially lower construction cost
- Easily accommodates vertical expansion

Disadvantages of Steel Construction:

- Erection concerns due to mixing foundation, steel, and precast subcontractors
- Not recommended where the steel is required to be fire rated by the building code
- Depending upon code requirements, steel structure may need to be fireproofed
- Steel painting for corrosion protection
- Maintenance of steel paint system
- Steel delivery times can fluctuate
- Extensive bird roosting ledges on the beam flanges





22. Durability Design

It is recommended to perform an analysis in the schematic design phase to determine which durability elements should be included in the design of a parking structure. These elements include sealers, deck coatings, concrete additives, corrosion inhibitors, and epoxy coated reinforcement. Durable parking structures also require quality concrete (low water-to-cement ratio), adequate concrete cover, proper concrete curing, and good drainage. Tradeoffs between initial costs and long-term maintenance costs should be considered. Enhanced durability systems should be provided in areas with severe exposure, such as supported structure near vehicular entries and snow storage areas on the roof level. Deck coatings (membrane) are recommended over occupied space and over electrical and storage rooms.

The design of a parking structure should at a minimum conform to the intent of American Concrete Institute's Guide for the Design of Durable Parking Structures (ACI 362). The design life of a parking structure should be 60 years.



23. Incorporating Other Land Uses

Many cities today are encouraging or requiring the design of parking structures that enhance the urban environment. Design Guidelines have been established that require parking structures to have level façades on the street sides (no exposed ramps) and pedestrian-active uses on the ground level. Even if not required by local code, there has definitely been a trend away in recent years from stand-alone, single-purpose parking structures. The development of ground-floor retail space in parking structures is often encouraged as even second-rate retail space will typically generate more income per square foot than a good parking space. This is an important consideration as most new parking structures are not self supporting. When selecting a site for the development of a parking structure, the site that offers the best possibility for ground-floor retail space should be an important consideration.

- New parking structures should incorporate other land uses (e.g., first level commercial space or commercial/residential space wrapping one or more sides) whenever physically/financially possible.
- First level commercial space will increase first level floor-to-floor heights and may necessitate adjustments to the structure's ramping scheme (e.g., inclusion of non-parkable speed ramps).
- Designs should minimize the impact of commercial space on the first level circulation system.
- Designs may need to consider loading dock space and garbage space in the parking structure.
- Restaurant space will need adequate ventilation, which may impact parking efficiency on the levels above the space.
- Entry/exit locations should be adequately positioned to account for adjacent traffic patterns and roadway conditions. Entry/exits should provide for easy identification and access from adjacent streets.





- Parking demand for the integrated commercial/residential land uses should be included in the parking supply and demand analysis for the structure.
- If there is no current market for additional commercial space, the parking facility could be designed to accommodate additional land uses in the future when market conditions warrant.



24. Other Considerations

There are other aspects of parking structure design that will not be specifically addressed but should be kept in mind, including:

- Zoning Requirements (permitted uses, setbacks, easements, etc.)
- Building Code Compliance
- Subsurface Conditions and Foundations
- Aesthetics
- Fire Rating, Fire Protection and Life Safety
- Mechanical Systems
- Storm Drainage and Water Storage
- Parking Access and Revenue Control Equipment
- Impact of Mixed Uses (retail, residential and office)
- Parking Office Requirements
- Maintenance





25. Sustainable Parking Operations and Management

This chapter identifies the many areas that can be addressed when a program wishes to enhance the sustainability of their parking operations program. Ideas are presented for the parking operator or owner to consider, whether the parking system includes one or multiple facilities, and whether it is an established system or a new one.

In the introduction to the Green Parking Garage Certification manual it is noted that “as an asset class and building type, historically parking has lagged in the sustainability movement. Yet, parking and mixed-use structures constitute a substantial portion of the built environment. Additionally, parking and transportation have significant environmental impacts, especially regarding carbon emissions, pollution, and fuel consumption.”

Parking sits at the critical intersection of the built environment and transportation modes. As such, parking structures create new opportunities to advance sustainability – both in how we plan, design, and maintain parking structures (the built environment) and our commuting and travel options (transportation modes).

Note: A more comprehensive discussion of these concepts as well as a structured approach to developing a parking operations and management program that is designed to meet specific sustainability goals can be found in the book “The Sustainability of Parking” jointly published by the International Parking Institute and the National Parking Association. (See CHAPTER 5, Sustainable Parking Operations and Management.)

It should be noted that, while this chapter references programs geared toward reducing greenhouse gasses and other climate change related issues, we are not saying that carbon emission reductions is necessarily the ultimate goal, but that it is one example of “measurable outcomes” if your program has adopted a climate change based philosophy. Many other ways to quantify sustainable parking and transportation program impacts exist and more are being developed as these programs evolve.



26. Sustainable Parking Operation and Management Checklist

The following check list of sustainable parking and transportation demand management strategies was developed after reviewing several current texts on this topic as well as reviewing programs such as LEED, Green Globes and the Green Parking Council. This checklist provides a wide range of options in a number of categories designed to promote:

- Increased energy efficiency and performance
- Reduced environmental impact
- Efficient parking space management
- Integrated sustainable mobility services and technologies
- Enhanced performance as mobility hub
- Stronger community relationships

The Green Parking Council uses a standard that is organized into four major categories: Management, Programming Technology/Structure Design and Innovations.

- Management highlights ways in which garage operations can maximize the use of a parking asset while minimizing waste. Embracing these practices ensures facility staff utilizes resources to their full potential.
- Programming guides garages to new revenue sources, greater customer satisfaction and stronger community relations. Green garage programs ensure effective vehicle ingress/egress, provide access to alternative mobility solutions, and leverage the garage's potential as a public space.
- Technology and Structure Design outlines the physical attributes a garage can deploy to increase energy efficiency, lower waste and support customer mobility choice.
- Innovations focuses on emerging sustainability initiatives and concepts that while not yet in the mainstream usage provide creative ideas and inspiration for potential future adoption.



The Sustainable Parking Operation and Management Checklist is organized into the following categories:

1. Planning
2. Parking Management
3. Facility Design/Layout
4. Demand Reduction / Transportation Demand Management (TDM)
5. Alternative Transportation Support Programs
6. Wayfinding and Parking Guidance
7. Use of Recyclables
8. Energy Savings/Generation Strategies
9. Water Management
10. Facility Maintenance and Cleaning
11. Electric Vehicle Charging
12. Green Garages

1. Planning

- Integrated Parking and Transportation Planning**
 - Develop a parking strategic plan in conjunction with a larger community-wide transportation plan
- Parking Requirements or Guidelines**
 - Ensure parking requirements or guidelines (where exempt) are appropriate and “right-sized” for the environment
- Flexible Zoning Code Standards**
 - Adopt flexible zoning code standards that take multiple factors into account
- Environment Specific Parking Ratios**
 - Develop a parking space-to-gross square foot (GSF) ratio goal that reflects “essential need”
 - Use the target ratio in parking planning appropriate for the environment
- Shared Parking**
 - Promote shared parking whenever possible



- Utilize the ULI “Shared Parking Model” to promote the “rightsizing” of parking development, (taking advantage of complementary peak parking accumulation patterns by certain combinations of land-uses when the parking resources can be effectively shared).
- Encourage and design parking facilities to support shared parking
- **Parking Location Planning**
 - Consider providing public parking in locations that strategically supports an area or district
 - Plan for some additional public supply when a new development is created to anticipate adaptive reuse and in-fill projects in the area
 - Strategically consider the proximity of parking facilities to transit resources to promote a “Park Once” environment.
- **Life Cycle Cost Assessment**
 - Conducting a life cycle cost assessment especially of durability design elements, may increase initial facility development costs, but can provide significant savings in terms of long-term life cycle costs for a parking facility.

2. Parking Management

- **Charge for Parking**
 - Charging market rates for parking makes the public aware of the fact that parking is never free and promotes consideration of alternative
 - Implement “Demand-Based Parking Pricing” strategies
 - Coordinate on and off-street parking rates
 - Set pricing for on-street parking to promote short-term, high turnover parking
 - Set off-street pricing to encourage longer-term parking
- **Develop a parking allocation program based on “essential need”.**
 - The way we allocate our resources gets to heart of a parking program's philosophy and core principles. If sustainability is considered a core value, then decisions related to parking resource allocation should reflect sustainability principles. For example, at the Seattle Children's Hospital, all parking is provided

PARKING STRUCTURE

Design Guidelines



- only on a daily fee basis (monthly parking charges were eliminated. With no sunk costs related to monthly parking passes, other commute options are encouraged.
- Develop parking policies designed to meet the needs of multiple parking patron types (i.e. commercial, retail, residential, etc.)
- Reserved Parking Areas**
 - In general the use of “reserved parking” is discouraged in that it promotes inefficiency in utilizing available resources and limits the ability to share and over-sell spaces
 - Implement or expand reserved areas for car/vanpools
 - Implement or expand reserved areas for hybrid/low emission vehicles
- Discounted Parking Rates and special offers**
 - Offer “Clean Air Car Discounts” or “Green Parking Permits” (i.e., reduced parking rates) for car/vanpools
 - Offer “Clean Air Car Discounts” or “Green Parking Permits” (i.e., reduced parking rates) for hybrid/low emission vehicles
- Technology**
 - Help drivers exit the garage with little or no idle time with traffic control (i.e. pay-on-foot kiosks, automatic vehicle identification (AVI) technology, etc.)
 - Evaluate space availability systems to reduce the search time for spaces within parking facilities
- Special Programs / Events**
 - Participate in annual events such as “Parking Day” to promote awareness of program alternatives
 - Offer tire inflation stations to encourage proper tire pressure which can contribute to increased fuel economy
 - Work with local TMAs or Transit Agencies to develop and promote “Transportation Fairs” or other community-based programs to educate and encourage the use of transportation alternatives



3. Facility Design/Layout

- **Facility Design**
 - Consider “Green Roofs” (vegetation), “Blue Roofs” (retains water), or “Cool Roofs” (roof coated with a light colored, solar reflective materials)
- **Facility Lighting**
 - Light with energy-efficient fixtures / Reevaluate lighting types (consider replacement with LED or fluorescent lights to reduce power usage)
 - Develop a fluorescent lamp recycling program
 - Stain or paint interior parking garage surfaces to maximize reflectivity and enhance facility lighting without increasing energy costs
 - Consider the use of sensors/timers to reduce light levels in certain zones when not in use, or during daylight hours
 - Evaluate individually powered solar parking lot lights
- **Parking Layout**
 - Assess current parking space layouts, and consider options to maximize use of existing spaces

4. Demand Reduction / Transportation Demand Management (TDM)

- **Evaluate changes to parking pricing that could reduce parking demand**
 - Belong to an organized Transportation Management Association
 - Provide easy access to alternatives
 - Consider restricting parking availability
 - Offer discounted transit passes and sell them along with parking permits
 - Develop a “commute options” program to make patrons more aware of the alternatives to driving alone
 - Offer a “parking Cash-Out” option
 - Commute bonus for alternative commute—up to \$65/month (pre-tax deduction)

PARKING STRUCTURE Design Guidelines



- ❑ Develop an on-line commute management system that allows employees to claim commute bonus, track parking charges and plan alternative commute trips and find carpool/vanpool partners.
- ❑ Offer an option to the traditional “monthly parking contract” – Consider offering a “Parking Scratch-off Card”
 - “Unbundle” monthly parking by offering a punch card option instead of a traditional access card
 - Drivers only pay for days they drive
 - Creates an incentive to consider alternatives to driving
- ❑ **Support Active Transportation Program Development**
 - ❑ Promote zero-impact modes of travel
 - ❑ Add or expand secured parking facilities for bikes
 - ❑ Company bike or a free bike for an employee who commits to bike to work at least 2 days/week
 - ❑ Implement a program of providing temporary bike racks to handle seasonal demand peaks for bike parking. The temporary bike rack pictured to the right takes up only one on-street parking spaces
 - ❑ Implement or participate in promoting a bike-share program
 - ❑ Offer parking for bicycles
 - ❑ Offer bike sharing (or have one nearby)
- ❑ **Marketing and Communications**
 - ❑ Improve marketing of transportation alternatives
 - ❑ Improve TDM marketing outreach to include direct participation in all new student and employee orientations
 - ❑ Solicit and convey vanpool and bus club customer testimonials about their positive experiences as members
 - ❑ Solicit/Expand transportation department’s participation in the larger community “Sustainability Committees” or “Transportation Master Planning processes”
 - ❑ Promote an increase in funding for pretax transit and downtown shuttle programs
 - ❑ Generate/Expand car-sharing program participation through user-based promotional efforts





□ Fleet Management

- Reduce campus fleet vehicles' reliance on fossil fuels
- Increase percentage of "alternative fuel" vehicles in fleet
- Expand car-share fleet to meet daily vehicle trip demand of departments, employees, and students
- Integrate campus or corporate fleet management with carsharing programs providing faculty, staff, and students with instant access to a fleet of vehicles within walking distance from campus or downtown offices
- Offer reserved or discounted parking for vanpool or carpool customers
- Provide reserved or discounted parking for fuel efficient vehicles
- Provide reserved or discounted parking for alternative fuel vehicles

5. Alternative Transportation Support Programs

□ Provide or support a range of transport alternatives

- Increase the amount and types of bike parking
- Become a funding partner for campus or community bike rental programs
- Invest in changing rooms/showers
- Partner with bike concierge services
- Provide reduced priced parking in remote "ride sharing" collector lots, supported by transit or shuttle programs

6. Wayfinding and Parking Guidance

□ Improve parking signage and information

- Help drivers find your parking facility more easily with enhanced signage and wayfinding outside of your garage
- Consider incorporating parking availability data into external and internal parking signage
- Help patrons locate available spaces more quickly and efficiently with internal wayfinding
- Evaluate or implement parking guidance systems to improve parking efficiency



- Develop a parking availability/location mobile device application to reduce the circling of vehicles

7. Use of Recyclables

□ Recyclable Resources

- Replace all light bulbs in office environments with compact fluorescent bulbs
- Replace concrete parking and traffic products with those made from 100% recycled rubber (e.g., wheel stops, speed humps, sign bases, etc.)
- Implement a parking garage lighting recycling program (especially if fluorescent lighting fixtures are in use.)
- Offer recycle bins for patrons & employees
- Purchase recycled, organic or local products
- Recycle disposed materials, use local labor, or source local or recycled materials when undergoing new construction or renovations

8. Energy Saving/Generation Strategies

□ Energy Related Strategies

- Have climate controlled occupied areas (programmable thermostats/sensor controls)
- Have an open air design with no ventilation system in the parking areas
- Ventilate the decks with variable controlled air flow (i.e. VFD) or sensor activated (i.e. DCV) technology
- Generate renewable energy (i.e. solar PV, wind turbines, hydroelectric)
- Cover parking lots and garage roofs with solar panels.
- Generate renewable energy strategies (i.e. solar PV, wind turbines, etc.)





9. Water Management

Water Saving

- Replace plumbing fixtures with water-saving fixtures
- Use water-efficient landscaping (e.g., xeriscaping/native plants to reduce irrigation needs)
- Develop a storm water management plan
- Capture “grey water” for use in watering parking landscaped areas

10. Facility Maintenance and Cleaning

- Maintenance, Recycling and Environment Enhancements
 - Implement on-site wastewater treatment
 - Use sustainable cleaning supplies/Clean with green, non-toxic cleaning products
 - Apply low- or no- VOC (Volatile Organic Compound) coatings to all surfaces
 - Make interior spaces tobacco free
 - Add recycling containers for all facilities where they are convenient to patrons and staff

11. Electric Vehicle Charging

- Promote the use of non or reduced emission vehicles
 - Provide charging stations for electric vehicles
 - Develop electric vehicle charging system specifications

12. Green Garages

- Consider third party sustainability certifications, such as LEED or Green Globes
- Adopt a standard that all parking construction will seek a LEED ®-based equivalency rating of “Silver” or better when feasible and/or Green Parking Council standards.
- Adopt a standard for new garage development that solar arrays that generate up to 50% of the facility’s power needs must be integrated