

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
January 8, 2018 1:00 p.m.

PLEASE NOTE THE START TIME OF 1:00 P.M. FOR THIS MEETING

A G E N D A

I. **CALL TO ORDER** Vice Chair Zuckerman

II. **AGENDA CHANGES/ADDITIONS** Vice Chair Zuckerman

III. **CONSENT AGENDA**

A. Expenses

1. Approval of Paid Invoice Report – December 2017

B. Minutes and Reports

1. Approval of December 11, 2017 Meeting Minutes
2. Approval of December 20, 2017 Special Meeting Minutes

C. Other

1. Approve Resolution #1520 – Approve Type One Participation Agreement with Tenth and Main Boise, LLC [Designation 12/11/17, NTE \$150,000]
2. Approve Resolution #1521 – Approve Type One Participation Agreement with Business Interiors of Idaho, Inc. [Designation 12/11/17, NTE \$120,000]

IV. **ACTION ITEM**

A. CONSIDER: Election of Executive Committee Officers, approval of Executive Committee Charge, and designation of Secretary Pro Tempore. (10 minutes) Vice Chair Zuckerman

B. CONSIDER: Resolution #1522 – CMGC Selection for Westside District Urban Park (5 minutes)
..... Mary Watson

C. CONSIDER: Resolution #1523 – SB Friedman Development Advisors Shoreline Urban Renewal Planning Scope Approval (5 minutes).....Shellan Rodriguez

V. **INFORMATION/DISCUSSION ITEMS**

A. Front and Myrtle Alternatives Analysis (5 minutes)..... Matt Edmond / Daren Fluke

B. Operations Report (5 minutes)John Brunelle

VI. **ADJOURN**

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



Paid Invoice Report

For the Period 12/01/2017 through 12/31/2017

Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	12/6/2018	11,983.14
Idaho State Tax Commission	State Payroll Taxes	12/6/2018	2,369.00
CCDC Employees	Direct Deposits Net Pay	12/6/2018	33,779.46
PERSI	Retirement Payment	12/6/2018	11,724.28
EFTPS - IRS	Federal Payroll Taxes	12/20/2018	12,083.16
Idaho State Tax Commission	State Payroll Taxes	12/20/2018	2,310.00
CCDC Employees	Direct Deposits Net Pay	12/20/2018	33,754.43
PERSI	Retirement Payment	12/20/2018	15,516.00
		Total Payroll Payments:	123,519.47
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	December 2017	843,860.33
	Total Paid Invoice, Reported Payments:		843,860.33
Total Cash Disbursements:			\$ 967,379.80

I (Finance Director/Executive Director/Board Member) have reviewed and approved all cash disbursements in the month listed above.

Finance Director	Executive Director	Board Member
1/3/2018	1/5/18	
Date	Date	Date

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
December 11, 2017 12:00 p.m.
MEETING MINUTES

I. CALL TO ORDER

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

Present: Commissioner Dave Bieter, Commissioner John Hale, Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Scot Ludwig, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner Ryan Woodings left the meeting at 12:49 p.m.

Agency staff members present: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Max Clark, Parking & Facilities Director; Mary Watson, Attorney & Contracts Manager, Doug Woodruff, Project Manager; Karl Woods, Project Manager; Laura Williams, Project Manager, Sandy Lawrence, Administrative Assistant. Also present – Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS

Chairman Hale moved Information Item C to be discussed before Action Item A.

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – November 2017

B. Minutes and Reports

1. Approval of Meeting Minutes from November 13, 2017

C. Other

1. Annual Employee Policy Manual Updates
2. Central District Sunset Working Group – Minutes – Meeting #5

Commissioner Quintana abstained from voting on the Consent Agenda due to his absence from the last board meeting.

Commissioner Zuckerman made a motion to approve the Consent Agenda.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 7 -0

IV. ACTION ITEMS

A. CONSIDER: Resolution #1517 – Open Land Addendum to Shoreline Eligibility Report

Shellan Rodriguez, CCDC Real Estate Development Manager, gave a report.

Commissioner Zuckerman made a motion to approve Resolution #1517, Accepting the Open Land Addendum to the Shoreline Urban Renewal Area Eligibility Study and transmitting to the City of Boise for approval.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 8 -0

B. CONSIDER: 176 S. Capitol Blvd – Business Interiors of Idaho – Type One Participation Agreement Designation

Laura Williams, CCDC Project Manager – Property Development, gave a report. John King, Business Interiors of Idaho Manager was available for questions.

Commissioner Zuckerman made a motion to direct staff to negotiate a final Type 1 Participation Agreement with Business Interiors of Idaho, Inc for future board approval.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 8 -0

C. CONSIDER: 1005 Main Street – 10th and Main Street Office – Type One Participation Agreement Designation

Laura Williams, CCDC Project Manager – Property Development, gave a report.

Commissioner Zuckerman made a motion to direct staff to negotiate a final Type 1 Participation Agreement with Tenth and Main, LLC.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 8 -0

V. INFORMATION/DISCUSSION ITEMS

A. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

B. ParkBOI System Update

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

C. Special Business

Chairman Hale and John Brunelle, CCDC Executive Director, asked former Board member, Pat Shalz, to come forward and then gave him a special presentation recognizing his thirteen plus years of service on the CCDC Board.

Chairman Hale reminded the Commissioners of the upcoming officer elections scheduled for the January board meeting. Any Board member interested in an officer position should advise the Chairman. The Chairman reported Commissioners Zuckerman and Woodings have expressed interest.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Zuckerman to go into executive session at 1:08 p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1)(c),(d) and (f)].

A roll call vote was taken:

Commissioner Hale: Aye
Commissioner Zuckerman: Aye
Commissioner Ludwig: Aye
Commissioner Jones: Aye
Commissioner Woodings: Absent
Commissioner Jordan: Aye
Commissioner Quintana: Aye
Commissioner Bieter: Aye

All said Aye. The motion carried, 7-0.

Acquisition of Property not owned by a public agency was discussed.

VII. EXECUTIVE SESSION ADJOURN

A motion was made by Commissioner Jordan to adjourn executive session at 1:45 p.m. and return to the public meeting. Commissioner Zuckerman seconded the motion.

A roll call vote was taken:

Commissioner Hale: Aye
Commissioner Zuckerman: Aye
Commissioner Ludwig: Aye
Commissioner Jones: Aye
Commissioner Woodings: Absent
Commissioner Jordan: Aye
Commissioner Quintana: Aye
Commissioner Bieter: Aye

All said Aye. The motion carried, 7-0.

VIII. REGULAR MEETING ADJOURNMENT

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

Commissioner Zuckerman seconded the motion.

All said Aye. The motion carried, 7-0.

The meeting was adjourned at 1:46 p.m.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION
ON THE 8th DAY OF January, 2018

Dana Zuckerman, Vice Chair

Ryan Woodings, Secretary/Treasurer

4826-5977-9160, v. 2

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Special Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
December 20, 2017 2:00 p.m.
MEETING MINUTES

I. CALL TO ORDER

Chairman Hale convened the meeting with a quorum at 2:03 p.m.

Present: Commissioner Dave Bieter, and Commissioner Ryan Woodings.

Chairman John Hale, Commissioner Maryanne Jordan and Commissioner Dana Zuckerman joined the meeting via conference call.

Absent: Commissioner Gordon Jones, Commissioner Scot Ludwig, and Commissioner Ben Quintana.

Agency staff members present: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Max Clark, Parking & Facilities Director; Mary Watson, Attorney & Contracts Manager; Ben Houpt, Property Manager; Laura Williams, Project Manager; and Shellan Rodriguez, Real Estate Development Manager. Also present were Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS

There were no changes to the agenda.

III. ACTION ITEMS

A. CONSIDER: Resolution #1519 – Authorizing Purchase of Property within Westside District

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Zuckerman made a motion to approve Resolution #1519, authorizing the Purchase of Property within the Westside District.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 5 -0

IV. REGULAR MEETING ADJOURNMENT

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

Commissioner Woodings seconded the motion.

All said Aye. The motion carried, 5-0.

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

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 8th DAY OF January, 2018

Dana Zuckerman, - Vice Chair

Ryan Woodings, Secretary/Treasurer



AGENDA BILL

Agenda Subject: Resolution #1520 approving the Type One Participation Agreement with Tenth and Main Boise, LLC		Date: 1/8/2018
Staff Contact: Laura Williams	Attachments: 1) Resolution and Agreement 2) Images and Rendering	
Action Requested: Adopt Resolution 1520, approving the Type One Participation Agreement with Tenth and Main Boise, LLC and authorizing the Executive Director to execute the agreement.		

Background:

Sawtooth Development is a real estate development firm based out of Ketchum, Idaho. They recently built the 119 condominiums and own the adjacent office building at 10th and Main, called the John Alden building. The building was vacant for several years prior to the developer's purchase in 2014. Recently, Sawtooth executed a lease agreement for the upper floors to Kount and will begin tenant improvements this winter, scheduled to be complete in approximately 12 months. The developer also plans to have two retail tenants on the ground floor. Kount currently employs 131 people, and intends to increase that number to approximately 200 with the expansion into the 10th and Main building.

CCDC encourages owner/tenant improvements which refresh downtown buildings, encourage occupancy, and enhance the public realm and pedestrian experience. The developer will be investing approximately \$3.5 million in renovations and tenant improvements in the coming months including construction of a new 5,000 SF 5th floor. As part of the renovation, the developer will install awnings around the 1st floor of the Alden building and will reconstruct the sidewalks on 10th and a portion of Main Street to accommodate necessary re-sloping for retail entrances.

In 2014, the Board of Commissioners approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. CCDC's Participation Program Policy also stipulates several criteria that awnings must meet to be considered eligible expenses, and the 10th and Main awnings meet all of the specifications as follows:

1. **Awnings must be located in the right-of-way or included in a public easement:** All awnings will be installed in the public right-of-way and will be included as eligible expenses.
2. **Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The 10th & Main awnings will be made with a

sheet of powder coated steel and will protect pedestrians and the sidewalks from the elements.

3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 5' from the building face into the right-of-way.
4. **Awnings must cover over 75% of the ground-floor frontage:** 10th and Main street frontage = approx. 22 Linear Feet, awnings cover approx. 203 Linear feet = 91%
5. **Awnings must be made of durable material (including but not limited to metal, polycarbonate, and durable fabric):** All awnings are made of steel.

In addition to meeting the program requirements, the project also promotes a CCDC and City objective to improve pedestrian connectivity downtown.

Project Summary and Timeline:

- Located at the intersection of 10th and Main Streets (Westside URA)
- 50,000 SF mixed-use (including 5,000 SF 5th floor addition)
- \$3.5 Estimated Renovation/Development Costs
- \$190,000 in Eligible Expenses for new awnings and streetscape reconstruction
- October 18, 2017 – Staff Level Design Review Approval
- December 2017 - Type 1 Agreement Designation
- January 2018 – CCDC Board Approval of Type 1 Agreement
- February 2018 - Construction Start
- January 2019 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

Preliminary information shows the project's eligible costs are over \$150,000, but the request will not exceed \$150,000 as determined by the Type 1 Participation Program. The project meets all program requirements as outlined in the program and FY '18 budget resources have been approved and included in the 5 year CIP as one of two Type 1 projects contemplated in the Westside District.

Because the building will become occupied after multiple years of vacancy, staff anticipates the assessed value to grow during the remaining life of the Westside District. Conservative estimates indicate approximately \$370,000 of additional TIF will be generated between 2020 - 2026.

The Type 1 reimbursement will be paid upon completion of the project, after staff reviews and verifies eligible expenses.

Staff Recommendation:

Adopt Resolution 1520, approving and authorizing the execution of the Type One Participation Agreement with Tenth and Main Boise, LLC

Suggested Motion:

I move to adopt Resolution 1520.

RESOLUTION NO. 1520

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 TENTH AND MAIN BOISE, 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"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City Council the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, Tenth and Main Boise, LLC ("Sawtooth Development"), owns or controls certain real property at 1005 N Main Street, Boise, Idaho (the "Site") located in the Westside Urban Renewal District ("Westside District"), as created by the Westside Plan; and,

WHEREAS, Sawtooth Development intends on renovating the commercial building to perform tenant improvements for a large office tenant on the upper floors and several retail tenants on the ground level on the Site (the "Project"); and,

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 including awnings which meet Agency's requirements; and,

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with Tenth and Main, LLC whereby Sawtooth Development will construct the Project and the Agency will reimburse Sawtooth Development for constructing public improvements as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the 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 Executive Director of the Agency is 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 January 8, 2018, 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 January 8, 2018.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on January 8, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By _____
Vice Chair

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 and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Tenth and Main Boise, LLC ("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 in the Westside Downtown Urban Renewal District ("Westside District") located at 1005 Main Street, Boise, Idaho (the "Project Site"), which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing extensive renovation including interior and exterior rehab, updating building mechanical systems, adding a 5,000 SF 5th floor, installing awnings, and reconstructing the sidewalk as necessary for new building access points.

B. As part of the improvements to the Project Site, Participant intends to reconstruct certain streetscape improvements and install awnings in the public right-of way adjacent to the Project Site (the "Project"). The Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards & Specifications Manual ("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 Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards and have been approved by the City of Boise Design Review.

E. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program.

F. The Project is consistent with CCDC's Participation Policy regarding awning specifications. The project must meet the following criteria; Greater than or equal to 75% of ground floor frontage has functional awnings with a minimum depth of 5 feet. Functional awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way.

G. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Westside District Urban Renewal 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 Project. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the 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 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 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 Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

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

- a. Schedule of values that includes line items for the 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 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. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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 \$150,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2.c., 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the 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: Clayton Sammis, Chief Operating Officer
Tenth and Main Boise, LLC
491 N Main Street, Suite 201
Ketchum, Idaho 83340
859-259-2025
clay@sawtoothdevelopment.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@ccdcb 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	Project Plan
Exhibit C	Schedule of Eligible 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 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 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 Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Streetscape Project.

End of Agreement
[Signatures appear on the following page.]

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

CCDC:

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

John Brunelle, Executive Director

Date _____

PARTICIPANT:

Tenth and Main Boise, LLC

Clayton Sammis, Chief Operating Officer

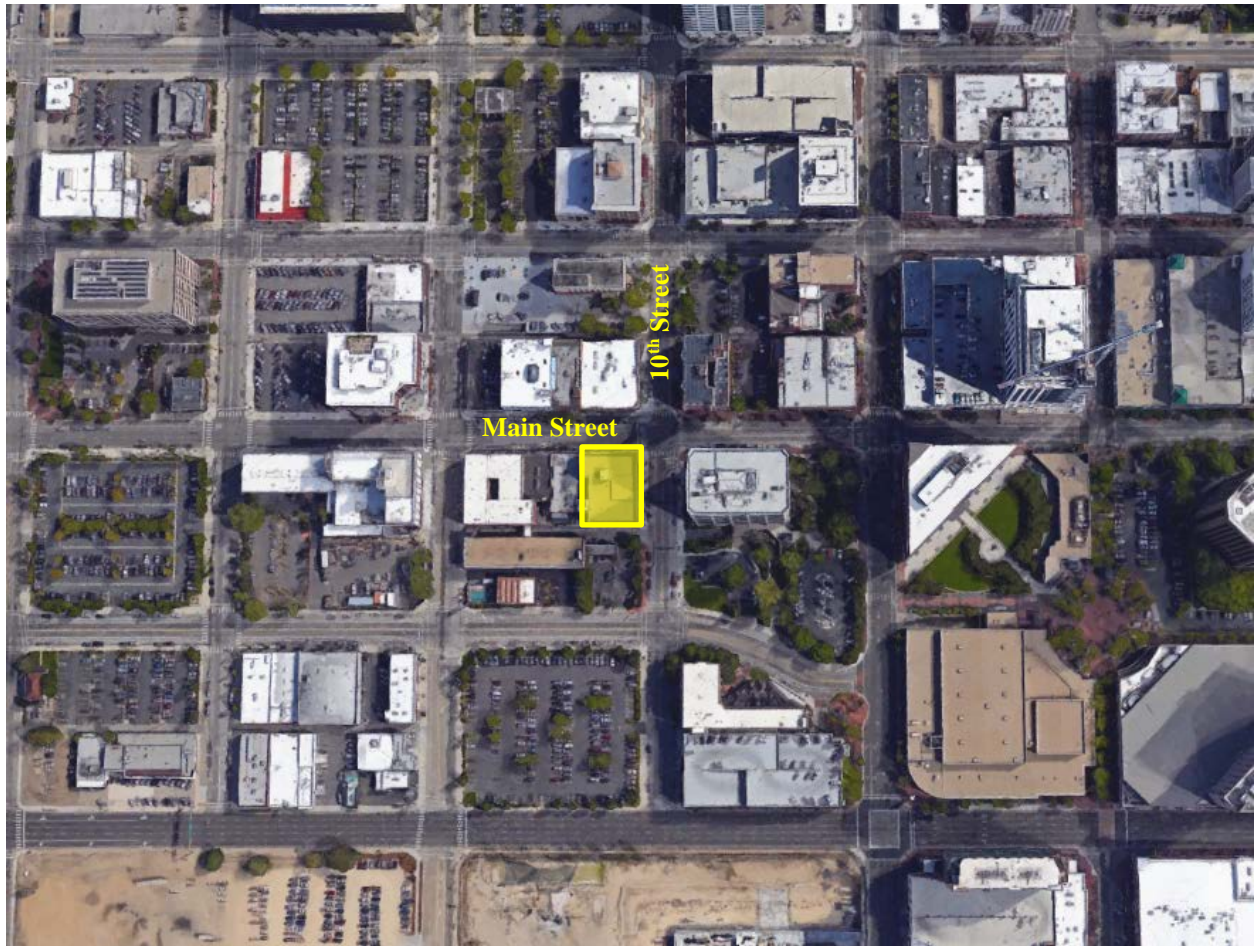
Date _____

APPROVED AS TO FORM

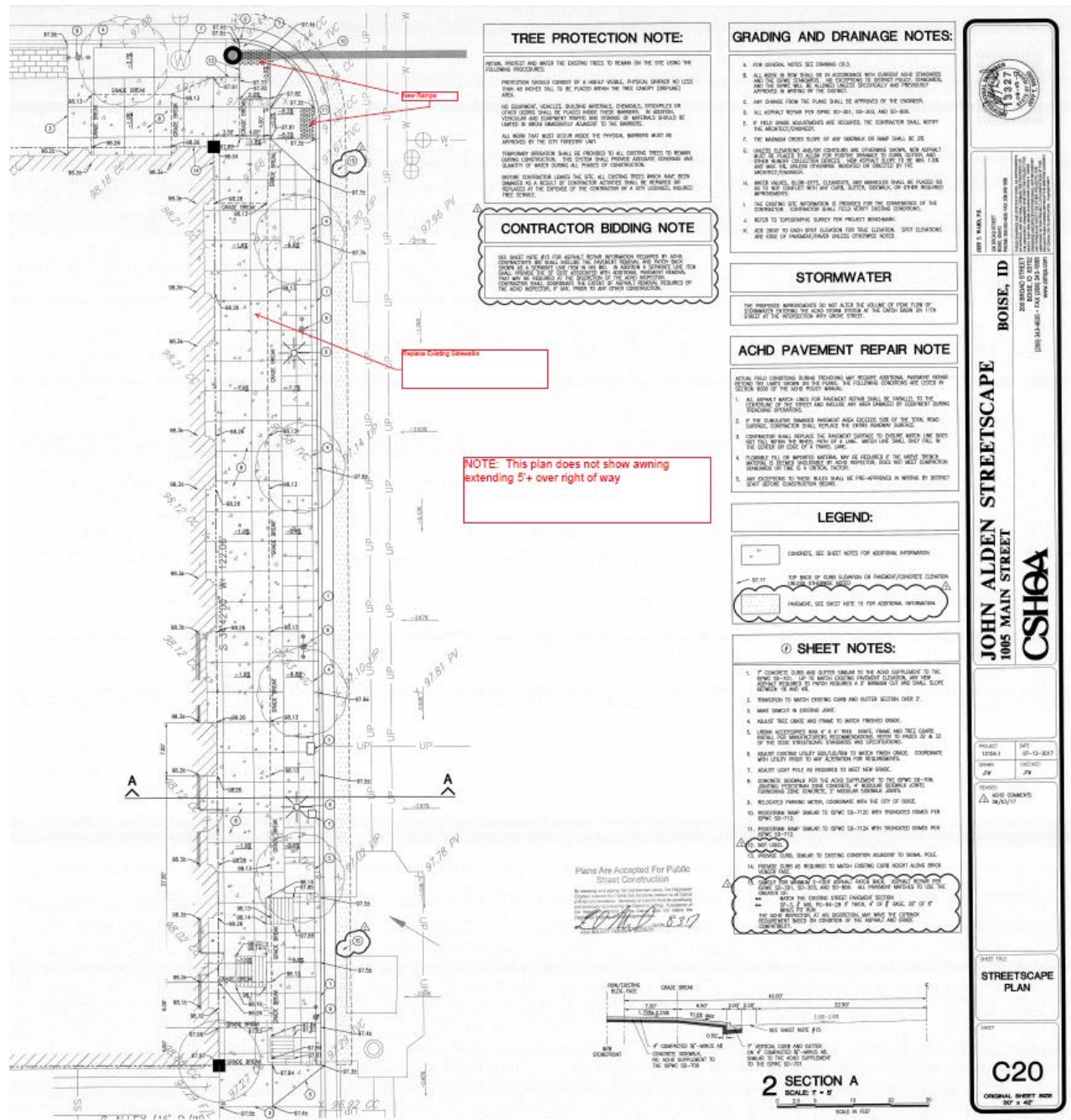
Exhibits

- A: Project Site
- B: Project Plan
- C: Schedule of Eligible Costs

Exhibit A: Project Site Map



TYPE 1 STREETSCAPE GRANT AGREEMENT - 9





North Elevation Coverage
 Awinings: 86.24' - Building Length: 100.2
 Coverage: 86%

3 NORTH ELEVATION
 1/8" = 1'-0"



East Elevation Coverage
 Awinings: 117.1' - Building Length: 122
 Coverage: 96%

4 EAST ELEVATION
 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					
Project Name: 10th & Main		Plan Date: 11/28/17	Prepared By: Scott Dresserault (reviewed by Laura Williams)		
1					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	SF	2,113	4	8,452
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	SF	143	15	2,145
4	Saw cut	0	0	0	0
5	Replace subbase	0	2,300	8	18,400
6	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	SF	2,300	8	18,400
8	Dry laid brick	SF	54	100	5,400
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	0	0	0	0
14	Tree grates & frames	EA	1,000	4	4,000
15	Trench drain cover	0	0	0	0
16	Historic street light	LSUM	7,000	1	7,000
17	Bench	0	0	0	0
18	Bike rack	0	0	0	0
19	Litter receptacle	0	0	0	0
20	Pre-cast planter	0	0	0	0
OTHER:					
21	Asphalt repair	SF	288	15	4,320
22	Concrete curb cut	0	0	0	0
23	Vertical curb and gutter (6")	LF	144	25	3,600
24	Meyers cabinet	0	0	0	0
25	Water meter	0	0	0	0
26	Utility Poles/Utility Undergrounding	0	0	0	0
27	Adjust Manhole Covers/Frames	EA	1,000	3	3,000
28	5 Foot Awnings over Sidewalk	SF	729	165	120,285
TOTAL ELIGIBLE COSTS:					195,002
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

NOTE: Total reimbursement Not-to-Exceed \$150,000.

ATTACHMENT 2 - IMAGES AND RENDERINGS





AGENDA BILL

Agenda Subject: Resolution #1521 approving the Type One Participation Agreement Designation with Business Interiors of Idaho, Inc.		Date: 1/8/2018
Staff Contact: Laura Williams	Attachments: 1) Resolution and Agreement 2) Images and Rendering	
Action Requested: Adopt Resolution 1521, approving the Type 1 Streetscape Participation Agreement with Business Interiors of Idaho, Inc and authorizing the Executive Director to execute the agreement.		

Background:

Business Interiors of Idaho (BII) is a local space planning and furniture sales business that operates their office and showroom out of the Heath Building located at 176 S Capitol Blvd. BII owns this building and is planning to replace the building's existing canvas canopies with new steel and cedar awnings. CCDC encourages owner/tenant improvements which refresh downtown buildings, encourage occupancy, and enhance the public realm and pedestrian experience.

In the spring of 2018, CCDC will improve the sidewalks along the BII building frontage on Capitol Boulevard as part of the Central District Closeout project. This CCDC project is intended to fill unimproved gaps in streetscape before the Central District sunset. BII will coordinate installation of their awnings with CCDC to ensure appropriate timing during the construction. Ultimately, the new awnings will better protect CCDC's investment.

In 2014, the Board of Commissioners approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. CCDC's Participation Program Policy stipulates several criteria that awnings must meet to be considered eligible expenses, and the BII awnings meet all of the specifications as follows:

1. **Awnings must be located in the right-of-way or included in a public easement:** A total of 9 new awnings will be installed at BII, 7 of which are located in the public right-of-way and will be included as eligible expenses.
2. **Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** BII awnings will protect pedestrians and the sidewalks from the elements.

3. **Awnings must extend at least 5 feet into the right-of-way:** BII extend 5'8" into the right-of-way.
4. **Awnings must cover over 75% of the ground-floor frontage:** BII street frontage = approx. 180 Linear Feet, awnings cover approx. 150 Linear feet = 83%
5. **Awnings must be made of durable material (including but not limited to metal, polycarbonate, and durable fabric):** BII awnings are made of steel and cedar planking.

In addition to meeting the program requirements, the project also promotes a CCDC and City objective to improve pedestrian connectivity downtown.

Project Summary and Timeline:

- Located at the intersection of Capitol Blvd. and Grove St. (Central URA)
- \$120,000 Estimated Costs for new awnings
- October 13, 2017 – Staff Level Certificate of Appropriateness for a Historic Building Received
- December 2017 - Type 1 Agreement Designation
- January 2017 – CCDC Board Approval of Type 1 Agreement
- Spring 2018 - Construction Start
- Fall 2018 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

The eligible expenses for this project include costs for the new awnings on the first level of the building. Per the Type 1 policy, the grant can reimburse for an amount not to exceed \$150,000 of eligible expenses. BII anticipates approximately \$120,000 in materials and labor costs for the new awnings.

The project meets all program requirements, and resources have been approved for this use in the FY 18 budget. This will be the first of two Type 1 Streetscape Grants contemplated in the 5 Year CIP for FY '18 in the Central URD.

The Type 1 reimbursement will be paid upon completion of the project, and prior to the Central District closeout on September 30, 2018.

Staff Recommendation:

Adopt Resolution 1521, approving the Type 1 Streetscape Participation Agreement with Business Interiors of Idaho, Inc and authorizing the Executive Director to execute the agreement.

Suggested Motion:

I move to adopt Resolution 1521.

RESOLUTION NO. 1521

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 BUSINESS INTERIORS OF IDAHO, INC; AUTHORIZING THE 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"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, Business Interiors of Idaho, Inc ("BII"), owns or controls certain real property at 176 S. Capitol Boulevard, Boise, Idaho (the "Site") located in the Boise Central Urban Renewal District ("Central District"), as created by the Boise Central District Plan; and,

WHEREAS, BII intends on making improvements to the systems and exterior of the building on the Site and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

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 including awnings which meet Agency's requirements; and,

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with BII whereby BII will construct the Project and the Agency will reimburse BII for constructing public improvements as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the 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 Executive Director of the Agency is 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 January 8, 2018, 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 January 8, 2018.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 8, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Vice Chair

ATTEST:

By: _____
Secretary

RESOLUTION NO. 1521- 2



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 and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Business Interiors of Idaho, Inc. ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located 176 S. Capitol Blvd, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing building renovations including installing awnings in the right-of-way.

B. As part of the improvements to the Project Site, Participant intends to install 9 awnings, 7 of which are in the public right-of way adjacent to the Project Site to replace existing canopies (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type One Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

C. The Project is located in the Boise Central Urban Renewal District ("Central District"). The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program.

D. The Project is consistent with CCDC's Participation Policy regarding awning specifications. The project must meet the following criteria; Greater than or equal to 75% of ground floor frontage has functional awnings with a minimum depth of 5 feet. Functional awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way.

E. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program Policy.

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.) September 30, 2018, whichever comes first.

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

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the 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 improvements to the Project Site 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 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 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 Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

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

- a. Schedule of values that includes line items for the Project 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 Project in comparison to the amount used for the remainder of improvements to the Project Site.

- 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. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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 \$120,000. 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 Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Central District 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:

Business Interiors of Idaho, Inc.
c/o Jeff Heath
176 S. Capitol Blvd
Boise, Idaho 83702
208-384-5050
jeff@biimail.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@ccdcb 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	Project Plan
Exhibit C	Schedule of Eligible 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 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 Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Project.

End of Agreement
[Signatures appear on the following page.]

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

CCDC:

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

John Brunelle, Executive Director

Date _____

PARTICIPANT:

Business Interiors of Idaho, Inc.
By: Jeff Heath
Its: CEO

Date _____

APPROVED AS TO FORM

Exhibits

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

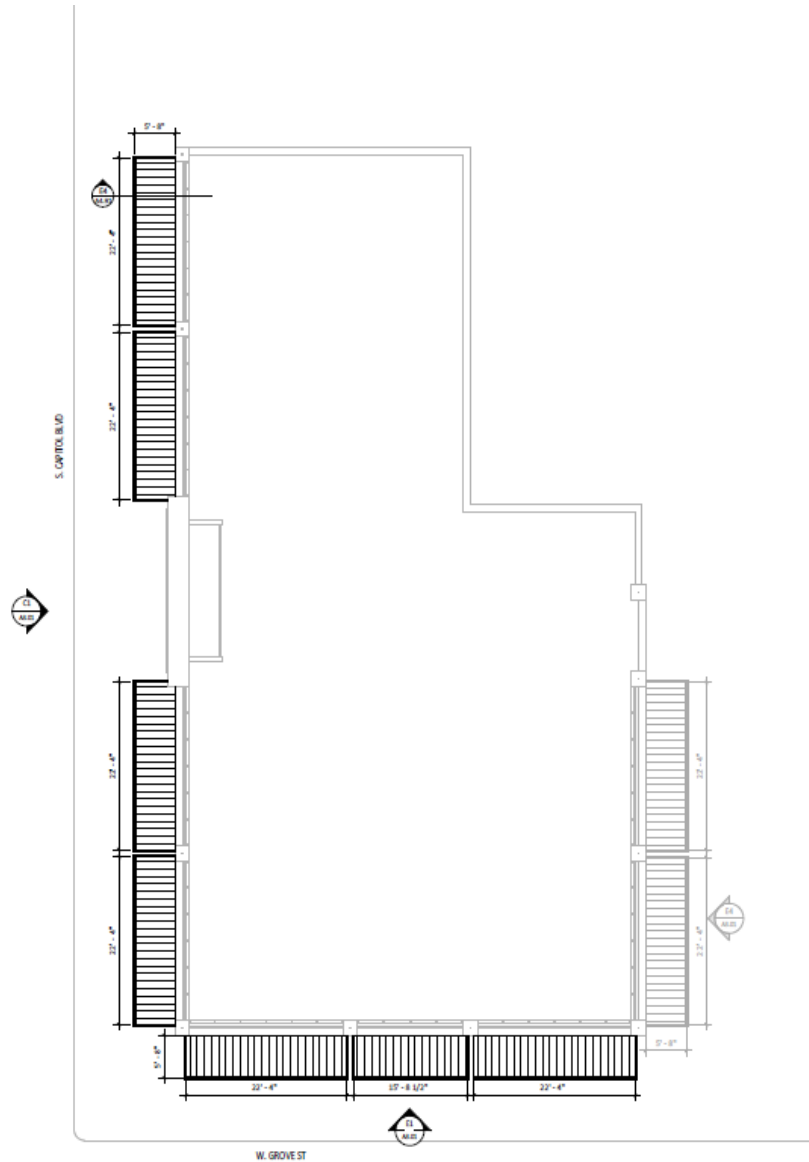
Exhibit A: Project Site Map



Exhibit B: Project Plan



E3
A2.00
AWNINGS - PLAN VIEW
1/8" = 1'-0"



GENERAL NOTES

1. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF STUDS FOR GIRD WALLS / PARTITIONS.
2. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED MASONRY FOR CMU.
3. FOR WALLS NOT DESIGNATED WITH A WALL TYPE, COORDINATE WITH STRUCTURAL DRAWINGS & WALL SECTIONS.

LEGEND

- TOILET AND BATH ACCESSORY, RE: SHEET 0000
- DOOR SYMBOL, RE: DOOR SCHEDULE, SHEET 0000
- WALL TYPE, RE: SHEET 0000
- WINDOW TYPE, RE: WINDOW FRAME TYPE SHEETS, SHEET 0000
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10-SPECIALTIES 10 AND SHEET 0000
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MASONRY VENEER, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.

PROGRESS SET - NOT FOR CONSTRUCTION

Exhibit C: Schedule of Eligible Costs

CCDC Participation Program					
T1 Eligible Costs Application Form					
Actual Eligible Costs To Be Determined by CCDC					
Project Name: <i>Business Interiors of Idaho</i>		Plan Date: <i>11/27/2017</i>		Prepared By: <i>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	0	0	0	0
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	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	0
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	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	0	0	0	0
14	Tree grates & frames	0	0	0	0
15	Trench drain cover	0	0	0	0
16	Historic street light	0	0	0	0
17	Bench	0	0	0	0
18	Bike rack	0	0	0	0
19	Litter receptacle	0	0	0	0
20	Pre-cast planter	0	0	0	0
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	Water meter	0	0	0	0
26	Utility Poles/Utility Undergrounding	0	0	0	0
27	Awnings	SF	123	880	108,398
28	TBD	0	0	0	0
Contingency (10%)					10,840
TOTAL ELIGIBLE COSTS:					119,238
AGREEMENT NOT-TO-EXCEED AMOUNT					120,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

NOTE: Total reimbursement Not-to-Exceed \$120,000.

ATTACHMENT 2 - IMAGES AND RENDERINGS

Existing Awnings



New Awnings - Rendering





AGENDA BILL

Agenda Subject: Election of Executive Committee Officers, Approval of Executive Committee Charge, Designation of Secretary Pro Tempore		Date: January 8, 2018
Staff Contact: John Brunelle	Attachments: 1 - CCDC By Laws 2 - Executive Committee Charge	
Action Requested: 1) Elect Executive Committee Officers a. Chair b. Vice Chair c. Secretary/Treasurer d. Defer appointment of At-Large Member 2) Approval of Executive Committee Charge and 3) Designation of Secretary Pro Tempore		

Fiscal Notes:

No Change

Background:

ART III/Section 2 of the CCDC Bylaws (attachment 1) prescribes an annual election of officers in January of each year.

ART IV/Section 2 allows for the Board to establish an Executive Committee consisting of the Board Chairman, Vice Chairman, Secretary/treasurer and a non-officer “at-large” member. This section also requires the Board to confirm the Executive Committee protocol, or “Charge” (attachment 2).

ART III/Section 5 allows for the Board to appoint a person to serve as Secretary Pro Tempore as backup to the officers.

Staff Recommendation:

Elect the Executive Committee officers, defer appointment of the at-large member, approve the Executive Committee Charge, and designate Ross Borden, CCDC Finance Director, as Secretary Pro Tempore.

Suggested Motion:

I move to elect the Executive Committee officers as presented, defer appointment of the at-large member of Executive Committee, approve the Executive Committee Charge, and designate Ross Borden, CCDC Finance Director, as the Secretary Pro Tempore.

RESOLUTION NO. 1243

**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,
REPEALING THE EXISTING BYLAWS OF THE CAPITAL
CITY DEVELOPMENT CORPORATION; ADOPTING THE
AMENDED AND RESTATED BYLAWS 2010 OF THE
CAPITAL CITY DEVELOPMENT CORPORATION WHICH,
AMONG OTHER THINGS, INDICATES HOW CORPORATE
DOCUMENTS ARE TO BE EXECUTED ON BEHALF OF THE
CORPORATION; AUTHORIZING THE CHAIRMAN,
EXECUTIVE DIRECTOR AND SECRETARY TO TAKE ALL
NECESSARY ACTION REQUIRED TO IMPLEMENT THIS
ACTION; 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 Agency Board by the adoption of Resolution No. 829 in June 2000,
approved and adopted new Bylaws of the Agency Board;**

**WHEREAS, the Agency Board by the adoption of Resolution No. 1063 in June 2006,
approved and adopted Amended and Restated Bylaws of the Agency Board;**

**WHEREAS, since 2006 three additional amendments were approved by Resolution No.
1151 in July 2008, Resolution No. 1176 in March 2009 and Resolution No. 1183 in June 2009;**

**WHEREAS, Article V of such Bylaws allows for repeal of existing Bylaws and adoption
of new Bylaws by a majority vote of all members of the Board of Commissioners at any regular
or special meeting;**

**WHEREAS, the Board finds it in the best interest of the Agency to adopt the Amended
and Restated Bylaws 2010 which incorporates all changes since 2006 and provisions for
technical revisions;**

**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 all previous Bylaws of the Capital City Development Corporation and amendments to such Bylaws are hereby repealed, superseded and replaced by the Amended and Restated Bylaws 2010, dated December 13, 2010, attached to this Resolution as Exhibit A and incorporated herein are hereby adopted.

Section 2: That the Chairman, Executive Director and Secretary of the Agency are hereby authorized to take all required action to implement this resolution and the Bylaws.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on December 13, 2010.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on December 13, 2010.

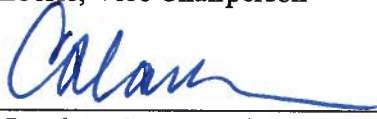
APPROVED:



John S. May, Chairman



David Eberle, Vice Chairperson




Cheryl Larabee, Secretary / Treasurer



John Hale

Chuck Hedemark



Phil Reberger



Patrick Shalz


Alan Shealy

ATTEST:

By 
Cheryl Larabee, Secretary

AMENDED AND RESTATED
BYLAWS
OF
CAPITAL CITY DEVELOPMENT CORPORATION
December 2010

ARTICLE I

Name

The Urban Renewal Agency for the City of Boise as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code) shall be known as the "Capital City Development Corporation" (hereinafter "Corporation") but shall also be authorized to use the name "Urban Renewal Agency of Boise City" if and as required.

ARTICLE II

Board of Directors

Section 1. The property, business, powers, and affairs of the Corporation shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code), as the same now exists, or as may be amended hereafter.

Section 2. The Board of Commissioners shall consist of a number of members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists, or as may be amended hereafter, and as appointed by the Mayor of the City of Boise City with the advice and consent of the Boise City Council.

Section 3. Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk of the City of Boise, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such Commissioner.

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists, or may be amended hereafter.

Section 6. The Board of Directors shall hold regular meetings at the Agency offices, 121 North 9th Street, Suite 501, Boise, Idaho, the second Monday of each month at the hour of 12 o'clock (noon). Regular and special meetings shall be held at the above noted location unless legally noticed for a different location provided in accordance with Idaho State Statutes.

Section 7. The Chairman or a majority of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board as is appropriate to the circumstances or as otherwise provided by law; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Notice for a special

meeting to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage or other recognized emergency items, shall be as required by state law.

Section 8. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Corporation and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present. Actions of the Board to elect officers, to adopt or amend the annual budget, to adopt or amend an urban renewal plan, or to hire or remove the Executive Director, require a majority vote of the entire Board.

Section 9. The Board of Commissioners by majority vote may employ an Executive Director, who shall serve as the Chief Executive Officer of the Corporation. The Board of Commissioners or as delegated to the Executive Director serves at the pleasure of the Board and may be removed by a majority vote of the Board. The Executive Director is empowered to employ technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Corporation may require. The compensation for all said persons so employed shall be determined by the Executive Director in accordance with the adopted Compensation Plan of the Corporation or as approved by the Executive Director as may be delegated by the Board.

Section 10. The Board of Commissioners shall file with the City Clerk, City of Boise, Idaho, on or before March 31 of each year (or such date as may be set by state law), a report of its activities for the preceding calendar year which report shall include a complete financial statement setting forth the Corporation's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing said report the Board shall cause to be published in The Idaho Statesman, Boise, Idaho, a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Corporation

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissionerr may be removed only after a hearing and only after he or she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel.

ARTICLE III

Officers

Section 1. The officers of the Corporation shall be a Chairman, Vice Chairman, Secretary, Treasurer (or the combined office of Secretary/Treasurer) and such other officers, as the Board of Commissioners may deem necessary. Only the Chairman and Vice Chairman need be members of the Board of Commissioners.

Section 2. The Board of Commissioners shall elect the Chairman, Vice Chairman, Secretary, Treasurer, Secretary/Treasurer and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the first regular meeting held in January. Officers elected at that meeting shall hold office until the first regular meeting the following year.

Section 3. The Chairman shall be the chief presiding officer of the Corporation. The Chairman shall execute all deeds, bonds, contracts, and other legal documents authorized by the Board

provided, however, that the Board may delegate certain of said duties to the Executive Director of the Corporation. The Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice Chairman shall be possessed of all the powers and shall perform all the duties of the Chairman in the absence or disability of the Chairman. The Vice Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall cause to be kept the minutes of all proceedings of the Board; shall cause the giving and serving of all notices of meetings of the Board as required; shall provide for the execution, along with the Chairman or other corporate officer, in the name of the Corporation all deeds, bonds, corporate instruments, any other documents required by state and/or federal law to be attested, and any document as requested by a third party as authorized by the Board and shall be the custodian of the Corporation seal, books, bylaws, and such other books, records, and papers of the Corporation as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chairman or Vice Chairman or such other person as may be designated by the Board. The Board may also appoint a temporary Secretary who may be an employee of the Agency to carry out these duties when the Secretary is absent.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Corporation and shall have general supervision of the collection and disbursement of funds of the Corporation. He or she shall provide for endorsement on behalf of the Corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chairman or such other person or persons as may be designated for said purpose by the Board of Commissioners, all negotiable instruments. He or she shall enter, or cause to be entered, regularly in the books of the Corporation, full and accurate account of all monies received and paid by him or her on account of the Corporation; shall at all reasonable times exhibit the Corporation books and accounts to any Commissioner of the Corporation at the office of the Corporation during regular business hours; and, whenever required by the Board or the Chairman, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the Bylaws. The Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be approved by the Board.

Section 7. If any of the foregoing offices shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

Section 8. The Board of Directors may appoint an Executive Director for the Corporation. The Executive Director shall be the chief executive officer of the Corporation, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners.

ARTICLE IV

Miscellaneous

Section 1. The seal of the Capital City Development Corporation shall be circular in form and shall have the name of the Corporation on the circumference and shall have the words "Corporate Seal Idaho" in the center.

Section 2. The Board of Commissioners may appoint one or more committees to investigate and study matters of Corporation business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible each of said committees should be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. Unless specifically delegated by a majority vote of the Commission, and as allowed by law, regulation or applicable urban renewal plan provision, no such committee shall have the power to make final Corporation decisions with power being vested solely in the Commissioners. The terms of office, the persons serving, the matters to be studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

The Board of Commissioners finds it in the best interests of the Corporation to establish an Executive Committee, consisting of the Board Chairman, Vice Chairman, Secretary/Treasurer, and a non-officer Board member, to investigate and study certain matters of the Corporation without the necessity of convening a meeting of the full Board of Commissioners. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

Section 3. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Corporation, with the approval of the Chairman, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Corporation, each of which checks shall be signed by two of such Commissioners, officers, or bonded employees of the Corporation as shall be authorized by the Board of Commissioners.

Section 4. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these Bylaws or state law and any special rules of order the Board of Commissioners may adopt.


ARTICLE V

Amendments

These Bylaws may be repealed, amended, or new Bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

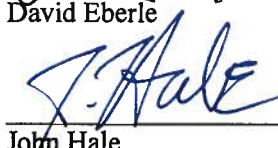
We, the undersigned, being all of the members of the Board of Commissioners of the Capital City Development Corporation, do hereby certify that the foregoing Bylaws-were duly and regularly adopted as the Bylaws of said Corporation on the 13th day of December, 2010, and those prior Bylaws of the Corporation adopted by the Board of Commissioners on June 8, 2009, or as amended since June 8, 2009, are hereby repealed, superseded and released by these Bylaws.

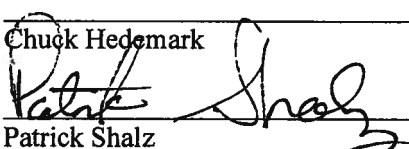

John S. May, Chairman


Phil Reberger, Vice Chairperson


Cheryl Larabee, Secretary / Treasurer


David Eberle


John Hale


Patrick Shalz


Alan Shealy

The undersigned, secretary of Capital City Development Corporation, hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of said Corporation on the 13th day of December, 2010.


Cheryl Larabee, Secretary



EXECUTIVE COMMITTEE (EC) 2017

*Study Areas & Protocols pursuant to:
ARTICLE IV, Section 2, of the
Adopted Bylaws of CCDC (December 13, 2010)*

Per ART IV/SECTION 2:

Members: Board Chair, Vice Chair, Secretary/Treasurer, Non-Officer Member appointed by Board

Purpose: To investigate and study certain matters of the Corporation without the necessity of convening a meeting

Reporting: The EC shall report its activities to the full Board of Directors as appropriate

Powers: No final decisions are made by the EC unless delegated by majority vote of the Board

Appointments: Terms and persons, study areas, and procedural decisions are reserved to the full Board

AS CURRENTLY ASSIGNED: To facilitate efficient work accomplishment by staff, it is desirable to supplement the volunteer Board efforts with the efforts of the EC to maintain close communications, coordinate efforts, receive feedback and advice, and to tend to general ministerial functions of the Agency.

- Personnel: Pursuant to the Agency's adopted personnel manual, pay plan, and budget, the EC will review annual salary adjustments with the ED as requested/appropriate. The EC advises the ED regarding any organizational, performance, reclassifications of position responsibilities, or pay issues which can be managed within the approved budget.
- Finance: The EC serves as budget advisor in preparing a draft budget for review and adoption by the full Board. Pursuant to the Agency's adopted budget, the EC provides oversight and direction in the execution of the budget and acts as a financial advisor on related issues.
- Audit: The EC will serve as the Agency's audit committee. The Board will formally receive the annual financial report/audit.
- Issues: The EC is empowered by the Board to serve as a "sounding board" for issues and to advise, plan, steer, coordinate, and calendar Board activities necessary to manage Agency issues and affairs for the benefit of the Board. Agency issues may be numerous and likely cover a broad range of topics given the Agency's charge. Regular reports to the Board provide communication and coordination.
- Procedure: The Board approves all Agency *policies*. The EC may review Agency operational procedures or practices as needed pursuant to adopted policies or other ministerial matters.



OFFICE OF THE MAYOR

MAYOR: David H. Bieter

MEMO

TO: John Brunelle, Executive Director, Capital City Development Corporation
FROM: David H. Bieter, Mayor, City of Boise
DATE: 1/5/2018
RE: CCDC Board of Commissioners

SIZE OF CCDC BOARD OF COMMISSIONERS

As prescribed by Idaho Code Title 50, Chapter 20 please consider this memo and transmittal date as an official communication temporarily adjusting the size of the board and the number of commissioners from nine (9) to seven (7). Subject to further written notice, the sum of seven (7) shall now comprise the size of the board for organizational purposes and specifically for the purpose of determining a quorum of the Capital City Development Corporation Board of Commissioners. In accordance with Section 50-2006, Idaho Code, the Mayor of the city of Boise City reserves the right to designate the size of the board and the number of commissioners to be appointed (no less than three nor more than nine).



AGENDA BILL

Agenda Subject: CM/GC Selection for Westside District Urban Park	Date: January 8, 2018
Staff Contacts: Mary Watson <i>General Counsel Contracts Manager</i> Doug Woodruff <i>Sr. Project Manager</i>	Attachments: A. Resolution No. 1522 B. Request for Qualifications – issued November 22, 2017 C. Final Evaluation Tally
Action Requested: Adopt Resolution No. 1522 approving selection of Wright Brothers, The Building Company LLC as the Construction Manager - General Contractor (CM/GC) for the Westside District Urban Park project and authorizing the Executive Director to negotiate and execute a CM/GC Agreement with Wright Brothers, The Building Company LLC.	

BACKGROUND

In February 2017 the City of Boise adopted the Downtown Parks and Public Spaces Master Plan. The plan recommends a large public space near the intersection of 11th Street and Bannock Street, noting it is a catalytic project needed to meet the growing range of needs and desires for public life in the Westside District of downtown Boise. Since the adoption of the plan, the City, CCDC and private parties have been working together developing plans for an urban park poised to activate commercial and residential development around the project site.

The proposed park will be built as part of a public/private partnership between CCDC, the City of Boise, and Rafanelli & Nahas. CCDC will act as lead for the design and construction of this park. The City of Boise is funding a portion of the project costs and will become the long term owner/operator of the public space once completed. Rafanelli & Nahas is making the land available for the project by way of a long term lease.

The project site area is the north half of the city block bounded by Bannock Street, 11th Street, Idaho Street, and 12th Street. The vision is to create a public urban open space, a neighborhood draw, a place for people to connect with the outdoors on a daily basis, and a hub for community events. The desire is that it will become a commons for the office workers, residents, shoppers, and visitors to the west side of downtown. It also will be a catalyst for high quality, mixed-use development on the neighboring undeveloped surface parking lots.

The program of improvements is extensive and will require precise planning and coordination. Due to the importance of pre-construction planning necessary for successful public/private partnerships, the complexities inherent to construction in the downtown core, budgetary constraints on the program of improvements, and the critical timeline, Agency staff determined the best approach for this project would be to utilize the **Construction Manager / General Contractor** (“CM/GC”) construction delivery method.

THE CM/GC DELIVERY METHOD

The Agency has hired a CM/GC on three prior occasions with success: renovation of The Grove Plaza, 2016 Broad Street LIV District Public Infrastructure Improvements, and the current 2018 Central District Closeout Improvements. The CM/GC is selected through a qualifications-based selection process in accordance with Idaho Code. For public works construction, CM/GCs must hold both a Construction Manager license and a Public Works Contractor license. Throughout the project the CM/GC represents the Agency to ensure a predictable and manageable construction project that can be built on time and within the budget.

Earlier this year, the Agency selected Jensen Belts Associates to provide phased design services for the project. During the design period, the CM/GC provides construction manager services to help develop a constructible design that stays within the project’s budget. Around the 90% design stage, the Board will oversee amendment of the contract to provide for the Guaranteed Maximum Price (GMP) for construction. The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price – making the contractor “at risk” if the price goes higher. At the point of setting the GMP, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

HIRING THE CM/GC

The Agency issued a Request for Qualifications (RFQ) on November 22, 2017, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the *Idaho Statesman* newspaper on November 23 and November 30. Representatives from six different construction companies attended a pre-proposal meeting on November 30. Four companies submitted qualifications by the December 8, 2017, submission deadline: Guho Corp., McAlvain Construction Inc., Petra, Inc., and Wright Brothers, The Building Company LLC. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

A four-person evaluation panel which reviewed the SOQs included the Agency’s project manager, a representative from the City of Boise Parks and Recreation Department, the project’s landscape architect, and the project’s engineering manager. The SOQs were evaluated on the following criteria as specified in the RFQ: cover sheet, waiver and release, company profile, CM/GC approach, project manager/point of contact, budget control, scheduling, and previous similar experience. Because of the thoroughness of the SOQs and

panel members' extensive experience working with the companies, the panel felt it unnecessary to require interviews.

After review, the panel members' collective scoring showed that **Wright Brothers, The Building Company LLC** was the best qualified and highest ranked proposer for this project for these reasons:

- Wright Brothers has an extensive background in Public Works Construction in urban areas as well as extensive experience building public parks in the Treasure Valley.
- The company has provided Trevor Wright as project manager and Bob Goodwin as project superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results for the Agency, the City, and other public entities.
- Wright Brothers provides a cohesive point-of-contact backed by a multi-faceted team approach from project kickoff to final completion and an unparalleled understanding of the scope of work.
- Wright Brothers implements pre-planning strategies to ensure that all parties within the project development team and authorities' having jurisdiction are aware of the critical path and the requirements to meet those deadlines, within budget and at the level of quality expected.
- References attested that Wright Brothers' project delivery method is inclusive, maintains a well-managed budget, and delivers top quality results.
- The Agency's own experiences with Wright Brothers on the 2013 Streetscapes, 2011 Streetscapes, and Pioneer Corridor Phase 2 were good ones and revealed that they are dedicated to giving this project the attention it requires; the City's experiences with Wright Brothers on the Rhodes Skate Park and Owyhee Park were commendable.

Please see *Attachment C* for the panel's scoring of the four companies.

FISCAL NOTES

Resolution No. 1522 authorizes the Executive Director to negotiate and execute a CM/GC Agreement with Guho Corp. for the Westside District Urban Park Project. The FY 2018 budget includes sufficient funding for this project.

STAFF RECOMMENDATION

Staff recommends that the Board find it in the best interest of the public and of the Agency to approve the selection of **Wright Brothers, The Building Company LLC** to contract with and act on behalf of the Agency as the CM/GC for the Westside District Urban Park Project, and to authorize the Executive Director to negotiate and execute a CM/GC agreement for construction management services and public works construction with **Wright Brothers, The Building Company LLC**.

Suggested Motion:

I move to adopt Resolution No. 1522 approving the selection of Wright Brothers, The Building Company LLC as the CM/GC firm for the Westside District Urban Park Project, and to authorize the Executive Director to negotiate and execute a CM/GC agreement with Wright Brothers, The Building Company LLC.

RESOLUTION NO. 1522

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, SELECTING WRIGHT BROTHERS, THE BUILDING COMPANY LLC, AS THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE 2018 WESTSIDE DISTRICT URBAN PARK PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CM/GC AGREEMENT BETWEEN THE AGENCY AND WRIGHT BROTHERS, THE BUILDING COMPANY LLC, TO UNDERTAKE AND COMPLETE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, 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 Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, in cooperation with the City of Boise, the Agency seeks to make certain transformative improvements and enhancements to the Westside Downtown Urban Renewal District, including construction of an urban park, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities of the construction site and the unique improvements and enhancements that are planned and due to the desired timelines associated with the construction, the Agency has determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, Idaho Code § 54-4511 allows for public agency utilization of CM/GC services; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") inviting properly licensed CM/GC firms interested in managing the construction of the 2018 Westside District Urban Park Project to submit Statements of Qualifications ("SOQ") in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, the Agency published public notice of the RFQ in the *Idaho Statesman* newspaper on November 23 and November 30, 2017; and,

WHEREAS, the SOQ submissions were due to the Agency on December 8, 2017, by 3:00 p.m., and the Agency did receive four (4) SOQs from the following properly licensed firms: Guho Corp., McAlvain Construction Inc., Petra, Inc., and Wright Brothers, The Building Company LLC; and,

WHEREAS, the SOQs were evaluated for compliance with the technical requirements as prescribed in the RFQ and were scored and ranked on the bases of qualifications and demonstrated competence by a four-person panel; and

WHEREAS, after reviewing the SOQs, the panel's collective scoring showed that Wright Brothers, The Building Company LLC was the best qualified and highest ranked proposer because:

- Wright Brothers has an extensive background in Public Works Construction in urban areas as well as extensive experience building public parks in the Treasure Valley.
- The company has provided Trevor Wright as project manager and Bob Goodwin as project superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results for the Agency, the City, and other public entities.
- Wright Brothers provides a cohesive point-of-contact backed by a multi-faceted team approach from project kickoff to final completion and an unparalleled understanding of the scope of work.
- Wright Brothers implements pre-planning strategies to ensure that all parties within the project development team and authorities' having jurisdiction are aware of the critical path and the requirements to meet those deadlines, within budget and at the level of quality expected.
- References attested that Wright Brothers' project delivery method is inclusive, maintains a well-managed budget, and delivers top quality results.
- The Agency's own experiences with Wright Brothers on the 2013 Streetscapes, 2011 Streetscapes, and Pioneer Corridor Phase 2 were good ones and revealed that they are dedicated to giving this project the attention it requires; the City's experiences with Wright Brothers on the Rhodes Skate Park and Owyhee Park were commendable.

WHEREAS, for these reasons, Agency staff is recommending that the Agency Board find it in the best interests of the public and of the Agency to approve the selection of Wright Brothers, The Building Company LLC as the best qualified proposer to contract with and act on the behalf of the Agency as the CM/GC for the 2018 Westside District Urban Park Project, and to authorize the Agency's Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement with Wright Brothers.

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

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

Section 2: That the Board affirms the review panel's evaluation and ranking and selects Wright Brothers, The Building Company LLC as the best qualified proposer to contract with and act on the behalf of the Agency for the 2018 Westside District Urban Park Project.

Section 3: That the Board authorizes the Agency's Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement with Wright Brothers, The Building Company LLC for the 2018 Westside District Urban Park Project consistent with the Board's stated instructions at the January 8, 2018, Agency Board Meeting and further authorizes the Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all conditions precedent to those actions and the Agreement or other documents are acceptable and consistent with the comments and discussions received at the January 8, 2018, Agency Board Meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on January 8, 2018.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on January 8, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Vice Chair

ATTEST:

By: _____
Secretary



REQUEST FOR QUALIFICATIONS:

2018 WESTSIDE DISTRICT URBAN PARK

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

PROPOSALS DUE DECEMBER 8, 2017 BY 3 P.M. local time

November 22, 2017

Dear Proposer:

Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 2018 Westside District Urban Park project. Proposer must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC plans to hire a CM/GC to deliver a high quality public open space in the Westside Urban Renewal District. This project will incorporate construction of standard and custom park and plaza improvements as well as streetscape improvements in ACHD public rights-of-way. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, CCDC is seeking proposals from qualified companies to provide CM/GC services to assist with this project.

Written proposals will be received at the offices of CCDC, 121 N. 9th Street, Suite 501, Boise, Idaho 83702 until **3:00 p.m. local time, Friday, December 8, 2017**. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFQ and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

NOTE: A Pre-Proposal Meeting will be held at the CCDC offices at **10 a.m. on Thursday, November 30, 2017**. Attendance by the Proposers is strongly recommended but not required.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Mary Watson
General Counsel | Contracts Manager



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

PROJECT INFORMATION

1.1 Background

In February 2017 the City of Boise adopted the Downtown Parks and Public Spaces Master Plan. The plan recommends a large public space near the intersection of 11th Street and Bannock Street, noting it is a catalytic project needed to meet the growing range of needs and desires for public life in the Westside District of downtown Boise. Since the City's adoption of the plan, CCDC and private parties have developed a concept plan for an urban park poised to activate commercial and residential development around the project site.

The park will be built as part of a public/private partnership between CCDC, the City of Boise, and Rafanelli & Nahas. This partnership group is referred to throughout this RFQ as the Owners. CCDC will act as lead for the design and construction of this park. The City of Boise is funding a portion of the project costs and will become the long term owner/operator of the public space once completed. Rafanelli & Nahas is contributing the land for the project. All three entities will be closely involved in the development of the design and construction.

Jensen Belts Associates PLLC is the lead design consultant responsible for coordinating the planning, design, permitting, and construction administration. That role includes meeting with public agencies and private stakeholders to coordinate design and gain approvals as well as working closely with the CM/GC during pre-construction and construction phases. Quadrant Consulting is providing surveying civil engineering services.

1.2 Contemplated Improvements

The site area is the north half of the city block bounded by Bannock Street, 11th Street, Idaho Street, and 12th Street. The vision is to create a distinctive, urban open space, a neighborhood draw, a place for people to connect with the outdoors on a daily basis, and a hub for community events. The desire is that it will become a commons for the office workers, residents, shoppers, and visitors to the west side of downtown. It also will be a catalyst for high-quality, mixed-use development on the neighboring undeveloped surface parking lots.

Initial construction cost estimates range from \$4 million to \$4.5 million. Available funding to construct this project is approximately \$2.5 million. CCDC is seeking the CM/GC project delivery method to assist in reconciling the scope with the budget and construct a final design.

The concept plan's key features include: plaza hardscape, formal and informal landscaping, mist fountain, informal play features, public restroom building, outdoor lighting, high end furnishings, seat walls, flexible parking, streetscapes that are compliant with the City of Boise's Downtown Boise Streetscape Standards, mid-block crossing pedestrian enhancements, vehicular parking, and alley surface improvements. It's expected that some of these features will be eliminated, greatly diminished, or planned as a later phase to bring construction costs into budget.

1.3 Project Schedule

Pre-construction is expected to begin in mid-January 2018 and continue until the last GMP is approved – estimated August 2018. Construction is expected to begin August 2018. Please review Exhibit C Project Timeline for more information.

1.4 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been completed.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

- Work with CCDC staff, the Owners, and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise (Planning and Development Services, Public Works, and Parks and Recreation Departments) and the Ada County Highway District, as well as property owners of adjacent active development;
- Review draft design drawings and specifications to identify clarity and constructability issues; provide cost estimates as needed;
- Work with staff to develop a project schedule and refine the logistics plans;
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff, the Owners, and the design team to address questions, issue addendums, and publically open bids;
- Procure long-lead material items such as specialty site furnishings, light poles, and permeable pavers;
- Work with CCDC staff, the Owners, and design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems and permeable paver systems; and
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by the Owner, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including the coordination, planning, trade contractor management, manage submittals, and requests for information;
 - Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - Conduct coordination meetings;
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - Coordinate with the Owner's project manager and design team; and

- Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
- Obtain permission and coordinate access with public and private property owners implicated by the construction activity.

1.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that a contract based on ConsensusDocs will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract(s) necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker’s Compensation Insurance in an amount as required by statute and Employer’s Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all of the company’s employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

2.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to CCDC.

Proposer shall indicate within their cover letter that they certify that they have the bonding capacity to meet the requirements of this RFQ.

The performance and payment bonds shall be AIA Document A312 (1984 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

2.6 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

2.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

2.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.

SUBMISSION PROCESS

3.1 Proposal Information

The submission package or envelope must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Mary Watson, General Counsel
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Mark the proposal "CM/GC: 2018 WESTSIDE DISTRICT URBAN PARK - SEALED PROPOSAL ENCLOSED" somewhere on the outside of the envelope. Don't forget to sign your proposal. Unsigned proposals will not be accepted.

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT EMAIL OR FAX YOUR PROPOSAL.

PROPOSAL DEADLINE is 3:00 p.m. local time, Friday, December 8, 2017

Proposer assumes full responsibility for the timely delivery of its proposal package to CCDC. Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.2 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held at the CCDC offices at 10 a.m. on Thursday, November 30, 2017. Attendance by the Proposers is strongly recommended but not required.

3.3 Forms to be Submitted

Proposers must submit the following completed forms by the proposal deadline:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed original proposal
- FOUR (4) printed copies of the proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any proposal unresponsive and void.

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required Proposal Submission Format

The Proposal format described here is meant to allow uniform review and easy access to information by the evaluation committee. Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

Proposers are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, Proposers should include a description of qualifications to serve as a CM/GC.

Submittal package must include the following information in the sequence set forth below. Proposers acknowledge they will be ranked according to articles below, with points applied per article (200 points total):

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter – limit one page 0 points

A signed letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the company believes it is qualified to perform CM/GC services for the project. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal. Also, Proposer shall certify that they have the bonding capacity to meet the requirements of this RFQ.

Detailed Proposal – organized with the following information:

a. Company Profile: Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CCDC in completing this project. 20 Points

b. CM/GC Approach: Describe the company's philosophy and approach to providing CM/GC services. Include a description of how the company will work to successfully meet CCDC's needs from design through construction in a seamless, efficient, and non-disruptive manner. Identify the activities that you see as being most important to the success of the project and elaborate on the anticipated benefits of these activities to the project. 40 Points

c. Project Manager/Point of Contact: A dynamic, well organized, and experienced team is needed for this high profile and complicated project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, and resumes. Include personnel information for both pre-construction and construction services and describe why the specific personnel were selected for inclusion on the team. 40 Points

d. Budget Control: Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering; specifically describe the role of your company in the decision making process when cost overruns are anticipated. Describe how your company tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Finally, describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Total Contract Cost. 20 Points

e. Scheduling: The schedule for this project is extremely important. Outline your company's understanding of the local construction market as it relates to this project and how your company will ensure the proposed staff will be available at the proper times to complete this project on schedule. Include explanations of your existing and upcoming projects within the area, sub-contractor availability, and approaches to reach-out/solicit to sub-contractors. Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 20 Points

g. Previous Similar Experience: List the company's experience for the five (5) most similar projects (in terms of size, nature and complexity) completed within the last 10 years. Projects including green storm water infrastructure, suspended pavement systems, public plazas, and downtown streetscape improvements are of particular interest. Clearly identify the project scope, cost, and the company's responsibilities on the project, and identify the year each project was completed. For each project, provide a reference contact name, title, and phone number, and role on the project. Please focus on company experience – do not include individual experience for projects performed while individuals were employed by other companies. As applicable, describe the company's systems approach, including a management plan and project management control systems that will be used on this project for CCDC. Include Idaho Public Works Construction Manager License information and resumes. 50 Points

4.2 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Proposer to perform the work, and the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations and interviews as needed where the Proposers will be evaluated based on the information described in this RFQ.

4.3 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers

in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

4.4 QUESTIONS

Direct questions to: Mary Watson, CCDC General Counsel | Contracts Manager
(208) 384-4264 or mwatson@ccdcboise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Project Timeline

END of RFQ

EXHIBIT A

**RFQ: CM/GC SERVICES – WESTSIDE DISTRICT URBAN PARK
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Mary Watson, General Counsel | Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a company to supply CM/GC services to CCDC for the project.

- A. Discretion of CCDC: The firm or individual submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - 2) Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - 4) Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Respondent's Signature: **X** _____

Print Name: _____

Print Title: _____

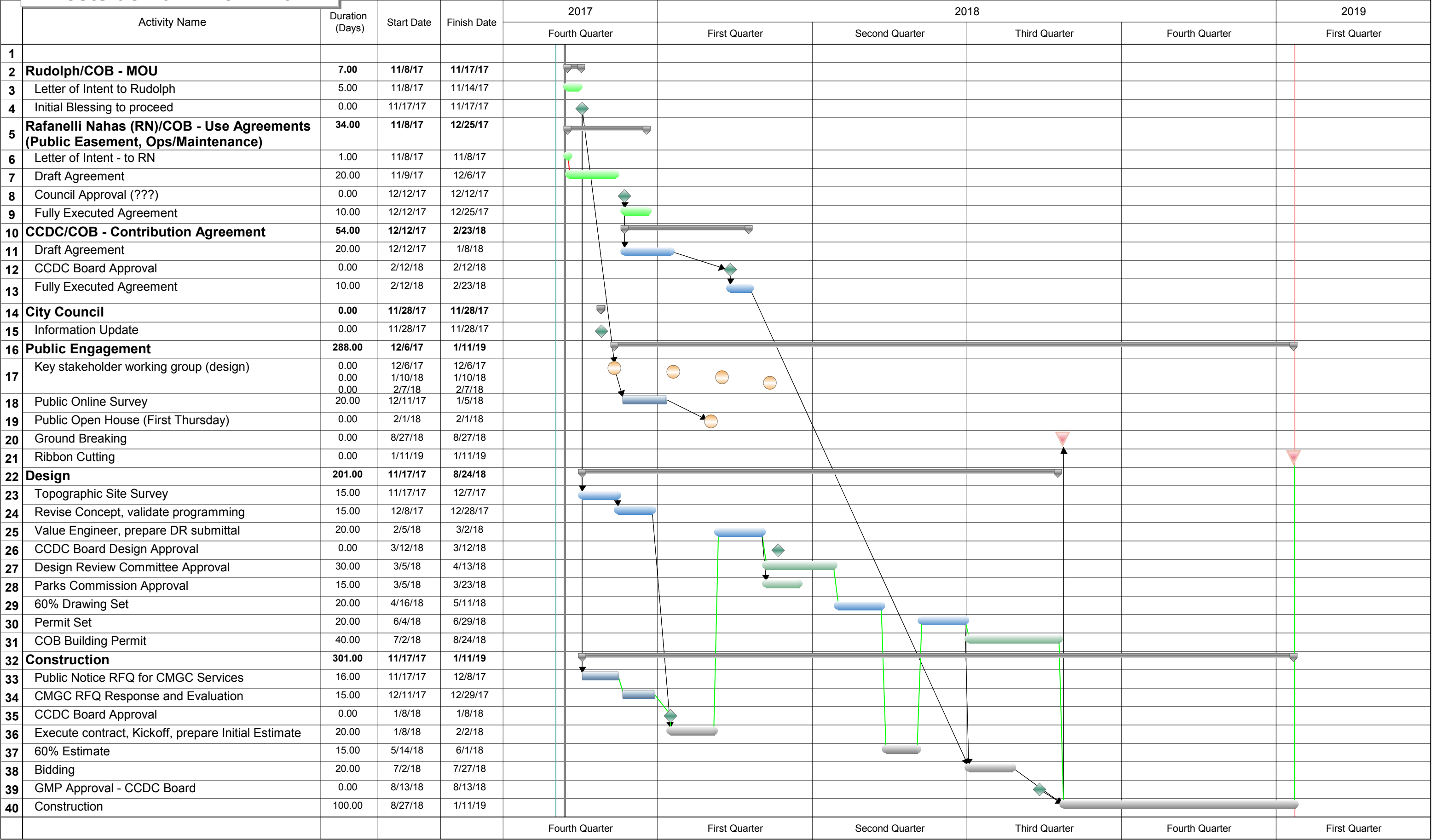
Name of Firm: _____

Date: _____

Westside Park Work Plan

as of November 6, 2017

EXHIBIT C



Final Evaluation Tally

RFQ: CM/GC: 2018 Westside District Urban Park



CAPITAL CITY
DEVELOPMENT CORP

		<i>Guho Corp</i>	<i>McAlvain</i>	<i>Petra</i>	<i>Wright Bros</i>
Category		Points	Points	Points	Points
Cover Sheet	5	5	5	5	5
Waiver/Release	5	5	5	5	5
Company Profile	20				
Member #1		19	19	19	19
Member #2		20	15	13	20
Member #3		17	18	19	20
Member #4		18	20	10	20
CMGC Approach	40				
Member #1		38	39	39	38
Member #2		38	37	35	40
Member #3		37	34	31	40
Member #4		30	40	30	35
PM / Point of Contact	40				
Member #1		39	39	39	39
Member #2		39	35	30	39
Member #3		40	31	34	37
Member #4		35	28	30	40
Budget Control	20				
Member #1		17	19	18	18
Member #2		18	15	13	18
Member #3		20	18	17	19
Member #4		15	18	18	20
Scheduling	20				
Member #1		17	18	18	18
Member #2		18	18	15	20
Member #3		19	17	16	20
Member #4		12	15	15	20
Previous Similiar Experience	50				
Member #1		49	50	48	49
Member #2		48	40	30	45
Member #3		50	45	35	40
Member #4		45	50	40	50
Total Points	800	708	688	622	734
Rank		2	3	4	1



AGENDA BILL

Agenda Subject: Resolution 1523 Approval of professional services agreement with SB Friedman Development Advisors to complete an economic feasibility analysis for the proposed Shoreline Urban Renewal Plan.		Date: 1/8/2018
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1523 2) SB Friedman Development Advisors Scope of Services 3) Map of proposed Shoreline District	
Action Requested: Adopt Resolution No. 1523 approving and authorizing the execution of the professional services agreement with SB Friedman Development Advisors to complete an economic feasibility analysis for the proposed Shoreline Urban Renewal Plan.		

Background:

In forming an urban renewal district an Eligibility Study for a specific area must first be completed and approved. From May through September 2017 SB Friedman Development Advisors ("SBF") conducted an analysis and prepared the Shoreline Eligibility Study determining that the study area meets the statutory criteria pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the "Act") (the "Eligibility Study").

The Eligibility Study was completed by SBF and was approved by CCDCs Board of Commissioners (Resolution #1511) in October 9, 2017. It was transmitted to the City of Boise's City Council and approved by City Council on October 17, 2017 (Resolution # 541-17). For the sake of being thorough, CCDC staff felt it pertinent to expand the eligibility analysis and requested SBF provide an additional Open Land analysis of the study area which was completed as an Addendum to the Eligibility Study and was approved by CCDCs Board of Commissioners (Resolution #1517) on December 11, 2017. The Addendum was transmitted to City Council on December 13, 2017 and approved (Resolution # 666-17) on December 19, 2017.

Idaho Code 50-2905 identifies several required elements of an Urban Renewal Plan including that the plan shall include with specificity the following:

- 1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all property within the City.
- 2) A statement listing the proposed public works or improvements within the revenue allocation area;
- 3) An economic feasibility study
- 4) A detailed list of estimated project costs;
- 5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
- 6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
- 7) A termination date for the plan and the revenue allocation area as provided for in section 50-2093(20), Idaho code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan;
- 8) A description or retention of assets of the agency upon the termination date.

Additionally the code/ law requires a survey and legal description of the said URP area as well as a statement or finding that the plan is in conformity with the City's existing Comprehensive Plan.

After substantial negotiations Staff has received a complete scope of services from SBF for the above listed criteria, which are generally described as the Economic Feasibility Analysis of an URP. CCDCs has drafted a professional services agreement in order to complete the scope of services in the coming year. The term of the Agreement is anticipated to be twelve months and the total anticipated expense as described in the Scope of Work is \$97,970. Because anticipated development for certain sites within the proposed district may change, the scope may need some adjustment therefore this amount will likely be negotiated further in the next few weeks and may be revised, staff is asking for permission to move forward with a not to exceed amount of \$120,000.

The Scope is divided into eight parts of which part 1 and 2 will be started immediately, whereas the remaining items will be negotiated further in order to better meet the needs of the urban renewal planning process and will contemplate the complete scopes of other consultants whose work is critical to SBF's scope. Those consultants include a surveyor, engineer, construction cost estimator, public spaces designer, and a public outreach consultant.

Additionally SBF will be working closely with its public partners including the City of Boise, BSU and the County on this effort. SBF will be working with other consultants, City Staff and CCDC staff and counsel to provide this information.

Fiscal Notes:

If approved, Resolution 1523 acknowledges the Executive Director and Staff can negotiate and execute a Professional Services Agreement with SB Friedman Development Advisors for up to \$120,000 of consultant services for the Economic Feasibility Analysis and coordination of other components of the Shoreline Urban Renewal Plan.

This cost is within the FY 2018 annual budget for New URD Consultant and Establishment Services. The budget contemplates up to \$350,000 for the Shoreline Urban Renewal Plan. Additional services and contracts will be included such as a surveyor, market analysis (Complete), engineering, public ROW planning and design, outreach, etc. Those scopes are being gathered currently and based on initial estimates Staff anticipates they will be within the existing budget.

Staff Recommendation:

Adopt Resolution No. 1523 approving and authorizing the execution of the professional services agreement with SB Friedman Development Advisors to complete an economic feasibility study for the proposed Shoreline Urban Renewal Plan

Suggested Motion:

I move to adopt Resolution #1523 authorizing the approval of the execution of the professional services agreement with SB Friedman Development Advisors to complete an economic feasibility study for the proposed Shoreline Urban Renewal Plan not to exceed \$120,000.

RESOLUTION NO. 1523

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SB FRIEDMAN DEVELOPMENT ADVISORS TO UNDERTAKE AN ECONOMIC FINANCIAL FEASIBILITY STUDY FOR INCLUSION IN THE URBAN RENEWAL PLAN FOR THE PROPOSED SHORLINE URBAN RENEWAL AREA; 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"), as 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"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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,

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; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the River Myrtle-Old Boise Plan and the 30th Street Plan and their project areas are collectively referred to herein as the "Existing Urban Renewal Plans"; and,

WHEREAS, the Agency has the need for professional services to prepare an economic financial feasibility study and associated analysis for inclusion in the Urban Renewal Plan for the proposed Shoreline Urban Renewal Area; and,

WHEREAS, SB Friedman Development Advisors has provided a proposal for professional services to prepare an economic financial feasibility study, attached as Exhibit A and incorporated herein as if set forth in full; and,

WHEREAS, the Agency Board finds it to be in the best public interest to authorize the Executive Director to negotiate and enter into a professional services agreement with SB Friedman Development Advisors for the professional services described herein.

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

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

Section 2. That the Executive Director of the Agency is hereby authorized to negotiate and enter into a Professional Services Agreement with SB Friedman Development Advisors for an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to supply the services as stated in the December 12, 2017, proposal received by the Agency from SB Friedman Development Advisors, which is attached to this resolution as Exhibit A and incorporated herein by this reference; and further, the Executive Director is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency Staff and Agency legal counsel that all conditions precedent to such actions have been met; and authorizing any necessary technical corrections to the Agreement or other documents are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the January 8, 2018, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on January 8, 2018.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 8, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Vice Chair

ATTEST:

By: _____
Secretary

December 12, 2017

Ms. Shellan Rodriguez, PMP
Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Re: Proposal – Proposed Shoreline URA District Urban Renewal Plan Support

Dear Ms. Rodriguez:

SB Friedman Development Advisors (“*SB Friedman*”) is pleased to present this engagement letter to the Capital City Development Corporation (“CCDC”) to prepare an economic feasibility study for inclusion in an Urban Renewal Plan (“URP”) for the proposed Shoreline Urban Renewal Area (“URA”) in the City of Boise, Idaho.

This letter outlines our project understanding, proposed scope of services, timeframe, and fees.

Project Understanding

SB Friedman recently conducted an eligibility study for the proposed Shoreline URA. The CCDC Board and Boise City Council accepted the eligibility study and have directed CCDC staff and consultants to proceed with the development of a URP for the URA.

Idaho Code § 50-2905 identifies several required elements of a URP. Among those requirements, the statute states that: “The plan shall include with specificity:

- (1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;
- (2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;
- (3) An economic feasibility study;
- (4) A detailed list of estimated project costs;
- (5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
- (6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
- (7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the

agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan;

(8) A description or retention of assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets ”

It is our understanding that CCDC staff intend to take the lead on the overall development of the URP and that they request assistance from *SB Friedman* in developing the economic feasibility study (addressing items 1 - 8 above). We believe that the best way to satisfy items 1 - 8 of the statute is to construct a comprehensive public sector financial model for the proposed URA. This model will incorporate:

- 1) Revenue projections, including:
 - a. The base value of all properties within the proposed URA;
 - b. The scale, timing and projected assessed value of proposed development projects and projected other development within the proposed URA; and
 - c. Taxing district levy rate projections (including analyses of URA expirations on tax rates).
- 2) Expense projections, including:
 - a. The costs and timing of projected public works or improvements;
 - b. Any administrative costs associated with operations of the URA; and
 - c. The costs of financing the planned public works or improvements.

The output of this financial model will allow CCDC and the City to calibrate the level of public works or improvements to the available incremental property taxes and to estimate the date on which the district will be able to terminate (assuming all improvements have been made and sufficient incremental taxes have been generated to fund those improvements).

We see the economic feasibility model as a core aspect of the URA plan that will be driven by plausible assumptions from a variety of inputs (e.g., Ada County assessor, planning, engineering, finance and market analyses, and tax projections). We believe that the proposed scope of work below will allow us to develop a public sector economic model with sufficient “specificity” to satisfy state law and to further serve as a framework to guide investment in the proposed district over time. The model will be developed in such a way as to allow for periodic updates as new public and private projects come on line, and thus help serve as a district financial management tool.

Figure 1. Proposed Shoreline URA Study Area

Scope of Services

PHASE 1: CONDUCT KICKOFF AND MAXIMUM URA VALUE ASSESSMENT

1.1 CONDUCT KICKOFF CALL

SB Friedman will coordinate with the CCDC staff to schedule a kickoff call. The purpose of this call will be to initiate the scope of work, clarify communications going forward (with VIA Architecture, the City of Boise, and others), and identify other potential sources of information that may be available to support our efforts.

1.2 VALIDATE MAXIMUM BASE ASSESSED VALUE

State law says that the total base assessed value of all “revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality” per Idaho Code Section 50-2903 (15). We will gather and analyze data to assess this issue. Steps will include:

- Gathering base values for the existing (adjusted after amendment/de-annexation) and proposed Shoreline URA;
- Gathering total assessed value for the City; and
- Calculating the percentage of total assessed value that is included in URAs (including Shoreline).

PHASE 2: CONDUCT MARKET ASSESSMENT

In order to project incremental property taxes available within the Shoreline URA, we will need a future development program. *SB Friedman* will identify potential redevelopment sites within the Shoreline URA, gather data on planned projects (including in the Lusk District and the planned sports park area), and conduct independent market assessments for multiple real estate products to arrive at a plausible overall district development program going forward. The Study Area evaluation will include an analysis of:

- The physical characteristics of the Study Area;
- Planned improvements in and around the Study Area that may have implications on development (e.g., roadway and other public improvements, new entertainment destinations, existing and potential amenities);
- Calls with local brokers and developers active in the market to assess development potential;
- Assessment of development impacts of planned projects including the sports park project on overall district marketability;
- Preliminary assessment of the most suitable locations within and near the Study Area for housing, retail, hospitality and office uses;
- Assessment of competitive supply of retail, residential (market-rate rental apartments, townhomes and condominiums), office, and hospitality uses;
- Assess demand for key real estate products; and
- Synthesize analyses of sites, supply, demand, planned game-changing projects, and other considerations to arrive at projected demand by product and phasing.

Note: We understand that CCDC has engaged Valbridge Property Advisors (“Valbridge”) to provide information regarding the competitive supply of the property types discussed above. We assume that Valbridge will provide property-specific data on newer developments including rents, occupancy levels, types of on-site amenities, unit counts/square footage, etc. This detailed data is crucial to expedite our market assessment phase of work. We also assume that Valbridge can refer us to active developers to expedite our interview process.

PHASE 3: DEVELOP PROJECTED URA COST DATA

The financial feasibility model needs to incorporate projected public costs (both capital and operating) to be funded by URA revenues. In this phase of work we will reach out to VIA Architecture, the City public works staff, CCDC staff and others as needed to gather cost-side inputs to our financial feasibility model.

3.1 GATHER AND SUMMARIZE DATA ON PLANNED URA-FUNDED CAPITAL IMPROVEMENTS

The capital side of the feasibility model is anticipated to be driven largely by:

- 1) District-wide capital project costs resulting from the district plan that is currently under development; and

- 2) Project-specific capital cost requirements related to the sports park project or other large multi-use project and potentially Lusk District improvements.

We will request phased cost estimates from VIA Architecture, CCDC staff, City staff, and potentially others (e.g., private civil engineers) to develop a master, phased capital spending model for the district. This model will be based on an assessment of infrastructure deficiencies to be provided by CCDC or their consultants. It will inform the list of public improvements.

3.2 GATHER, ANALYZE AND PROJECT URA-FUNDED OPERATING EXPENSES

The URA will incur some ongoing operating expenses. We will gather expense data from CCDC related to operating a URA and build on those prior actuals to construct assumptions going forward.

PHASE 4: PROJECT URA REVENUES

The URA will generate revenues from parking fees as well as incremental property taxes. We will analyze both of those sources of funds and project those revenues out for the life of the URA.

4.1 GATHER, ANALYZE AND PROJECT URA OPERATING REVENUES

We will review data on downtown parking structures owned by CCDC, studies by the sports park developer, the terms of any agreements with the developer regarding parking revenue, and third-party parking studies (if any). Based on that data, we will develop assumptions about parking usage and rates to derive annual operating revenues for inclusion in the feasibility model.

4.2 PROJECT INCREMENTAL PROPERTY TAXES

Incremental property taxes will be used to fund capital improvements within the URA. We will construct a revenue projection model building on the base value data gathered/summarized in Phase 1 and the market assessment conducted in Phase 2 of this scope. Key work steps will include:

- 1) Researching tax comparables for all real estate products contemplated in the development program on a per-unit, per-key, or per-square-foot basis;
- 2) Analyzing the historic composite property tax rate in the study area to derive an assumption going forward about the tax rate;
- 3) Analyzing historic growth in property values (excluding new construction, if possible) to arrive at a downtown specific “inflation” assumption for assessed value once new value comes on line; and
- 4) Developing a revenue projection model based on the anticipated phase of new development.

PHASE 5: CONSTRUCT A FINANCIAL FEASIBILITY MODEL

We will assemble the products of the research and analyses above into a single model projecting capital and operating costs, and revenues over the life of the URA.

5.1 DEVELOP FINANCING ASSUMPTIONS

In addition to the information developed above, we will engage with CCDC staff regarding financing assumptions to understand how capital improvements are typically funded by UDAs in Boise.

5.2 CONSTRUCT AND REFINE DETAILED MODEL

We will construct a model based on the inputs described above. We will present that model to CCDC staff outlining major assumptions and gather feedback. We will then revise the model as directed.

5.3 PROJECT IMPACT OF URA EXPIRATIONS ON TAX RATES FOR ALL AFFECTED TAXING BODIES

Building on assessed value analyses in Task 1.2 above and the projected district assessed value at district expiration from Task 4.2 above, we will gather data from the County Clerk on 5 years of historic growth in property tax levy amounts, total assessed values and tax rates for the six (6) affected taxing bodies (Boise City, Ada County, College of Western Idaho, Ada County Highway District, Ada County Emergency Medical) that overlap with the proposed Shoreline URA.

For modeling purposes, we will assume that property tax levies and assessed values for each of the affected taxing bodies grows over the projected life of the Shoreline URA at the same rate as in recent years. Then we will estimate the projected tax rates for each taxing body in the year after the expiration of the Shoreline URA based on these assumptions.

Note: To the extent that CCDC or the City requires a more sophisticated projection methodology, additional fees may be required.

5.4 PROVIDE FEEDBACK TO THE REST OF THE TEAM AND UPDATE MODEL

To the extent that anticipated capital costs exceed the projected financial capacity of the district, we anticipate reaching out to CCDC and/or VIA Architecture to discuss ways in which the projected capital costs could be reduced to arrive at a feasible plan. At the conclusion of this phase of work, we anticipate having a fully feasible financial plan for the district.

PHASE 6: DOCUMENT FINDINGS FOR INCLUSION IN URA PLAN

We anticipate summarizing the findings of our model (charts and tables with some descriptive text) to be included in an appendix to the URA plan. We also anticipate reading the full draft plan (to be substantially prepared by CCDC and others) to ensure that our findings fit properly in the broader planning context for the district.

PHASE 7: PRESENT FINDINGS TO CCDC BOARD (3 TRIPS)

This scope and fee estimate assumes that we will make three trips to Boise to present our preliminary and final findings to the CCDC Board of Commissioners and/or City Council. We will prepare slides summarizing our key research findings and overall conclusions in advance for your review and comment.

Additional Services

We are available to support district amendment/de-annexation processes, and attend additional meetings with staff, and/or elected or appointed boards, as requested by the CCDC.

Timeframe and Fees

On the basis of the scope of work outlined herein and our experience with similar projects, we estimate it will take approximately six months to complete the URA Financial Feasibility Study. This scope provides for three (3) trips to Boise to present our findings to the CCDC Board of Commissioners and/or Boise City Council.

Professional fees for our services will be based on time required at the then-current billing rates of the personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that professional fees and expenses for this project will be as follows:

URA Financial Feasibility Study Professional Fees	\$90,970
Expenses	
Travel	\$5,500
General Expenses (databases, etc.)	\$1,500
TOTAL FEES AND EXPENSES	\$97,970

Our professional fees and expenses are detailed in the budget analysis on page 8, based on the following current hourly rates:

SB Friedman URA Plan Hourly Rates

President	\$310
Practice Leader	\$290
Senior Vice President	\$235
Vice President	\$205
Associate Project Manager	\$175
Associate	\$145
Research Associate	\$130
Editor	\$105
Intern/Admin	\$90

Rates will be in effect until December 31, 2018, except in the case of promotions of individuals. After this date, rates are subject to adjustment.

Local travel, publications, maps, telephone toll charges, outside data purchases specifically for the project, use of owned or licensed databases, report reproduction, and other out-of-pocket expenses are included in this estimate and will be billed as incurred without mark-up.

The budget estimate will serve as a benchmark for keeping you informed of our progress, and will not be exceeded without your agreement. It is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered that could not reasonably have been foreseen at

the commencement of the engagement, there are additional meetings other than those specified above, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made.

If the time spent on this engagement is substantially less than we have estimated, we will bill you a lesser amount.

Additional meeting time and additional services, beyond those indicated in our scope of services, will be billed at the then-current hourly rates of the participants.

For meetings that occur at the beginning or end of standard work day hours, travel time in excess of normal commuting time is charged. Otherwise, full travel time is charged. Invoices are payable within 30 days. We will bill you no more frequently than monthly and can bill at the completion of specific deliverables if preferred.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached "Limitations of Our Engagement" (page 11) apply to this assignment.

TASK	Totals	Senior Vice President \$235	Associate \$145	% of Total Fee	Estimated Delivery Date
Phase 1 - Conduct Kickoff and URA Value Assessment					
Task 1.1: Conduct Kickoff Call		1	1		
Task 1.2: Validate Base AV Share URA Requirement					
A Confirm Boise base AV		2	3		
B Calculate base AV within proposed URA and other existing districts Estimate base EAV value per PIN			2		
C Validate total URA base is less than 10% of Boise		1	1		
Subtotal Hours		4	7		
Subtotal Professional Fees	\$ 1,955	\$940	\$1,015	2.1%	12/22/17
Phase 2 - Conduct Market Assessment					
A Gather and review data					
Review existing market studies (CSL, Lusk, etc.) and land plans		2	8		
Identify developer program and Lusk program		1	6		
Identify catalytic proposed projects in the DPA		2	4		
B ID Sites susceptible to change					
Evaluate access, visibility, adjacencies and zoning of sites within URA		2	8		
Identify and map sites susceptible to change		1	2		
Review sites susceptible to change with CCDC staff		1	1		
Identify alternative development sites in downtown		2	6		
C Conduct key informant interviews		8	8		
D Analyze competitive supply for key land uses					
Retail/commercial		2	8		
Residential (rental apartments, th and condos)		4	24		
Professional and medical office		2	8		
Hotel		2	8		
E Demand Analyses		4	12		
F Finalize development program and assign to sites		4	8		
Subtotal Hours		37	111		
Subtotal Professional Fees	\$ 24,790	\$8,695	\$16,095	27.3%	1/15/18
Phase 3 - Develop Projected URA Cost Data					
Task 3.1 Gather and Summarize Data on Capital Costs					
A Conduct call with VIA to identify proposed improvements and initial estimates		1	1		
B Work with Boise Civil Engineers or Public Works to confirm VIA estimates		1	1		
C Estimate infrastructure costs associated with the proposed Sports Park		4	8		
Task 3.2 Gather, Analyze and Project Operating Expenses					
A Gather data from CCDC based on prior experience		8	8		
Subtotal Hours		14	18		
Subtotal Professional Fees	\$ 5,900	\$3,290	\$2,610	6.5%	4/15/18
Phase 4 - Project URA Revenues					
Task 4.1 Project URA Operating Revenues		8	12		
Task 4.2 Project Incremental Property Taxes					
A Build URA revenue model					
Research tax comparables and growth in AV		8	36		
Research and analyze historic tax rates		1	4		
Build flexible URA revenue model		8	24		
B Conduct conference call with CCDC to review findings		1	1		
Subtotal Hours		26	77		
Subtotal Professional Fees	\$ 17,275	\$6,110	\$11,165	19.0%	2/15/18
Phase 5 - Create Financial Feasibility Model					
Task 5.1 Develop Financing Assumptions		8	8		
Task 5.2 Construct and Refine Model					
A Fit revenues to URA capital and operating costs		8	20		
Task 5.3 Build Taxing Body Impact Model					
A Gather historic data for 6 taxing bodies		4	8		
B Develop projection model for 6 taxing bodies		6	24		
Task 5.4 Provide Feedback and Refine Model					
A Discuss financing capacity with CCDC & VIA		2	2		
Refine model per CCDC & VIA comments		8	8		
Subtotal Hours		36	70		
Subtotal Professional Fees	\$ 18,610	\$8,460	\$10,150	20.5%	5/15/18
Phase 6 - Document Findings					
A Summarize findings in a briefing book to include in URA Plan		4	8		
Subtotal Hours		4	8		
Subtotal Professional Fees	\$ 2,100	\$940	\$1,160	2.3%	5/15/18
Phase 7 - Present Findings					
A Prepare PowerPoint and refine per staff feedback		4	8		
B Prep and Present preliminary findings to CCDC Board/City Council (Trip 1)		16	16		April 2018
C Present draft final findings to CCDC Board/City Council (Trip 2)		16	16		May/June 2018
D Trip to Boise TBD (Trip 3)		16	16		
Subtotal Hours		52	56		
Subtotal Professional Fees	\$ 20,340	\$12,220	\$8,120	22.4%	
Total Professional Fees	\$ 90,970				
Travel	\$ 5,500				
Data	\$ 1,500				
Total Estimated Fee	\$ 97,970				

Acceptance Procedures

Thank you for the opportunity to submit this proposal to continue to assist the CCDC. Please call Geoff Dickinson at (312) 384-2404 if you have any questions regarding our proposal.

To authorize us to begin this assignment, please sign below and return a copy to us as our authorization to proceed.

Sincerely,



Geoff Dickinson, AICP
Senior Vice President

Phases 1 and 2 Accepted:

Signature

Name Title Date

Phases 3 through 7 Accepted:

Signature

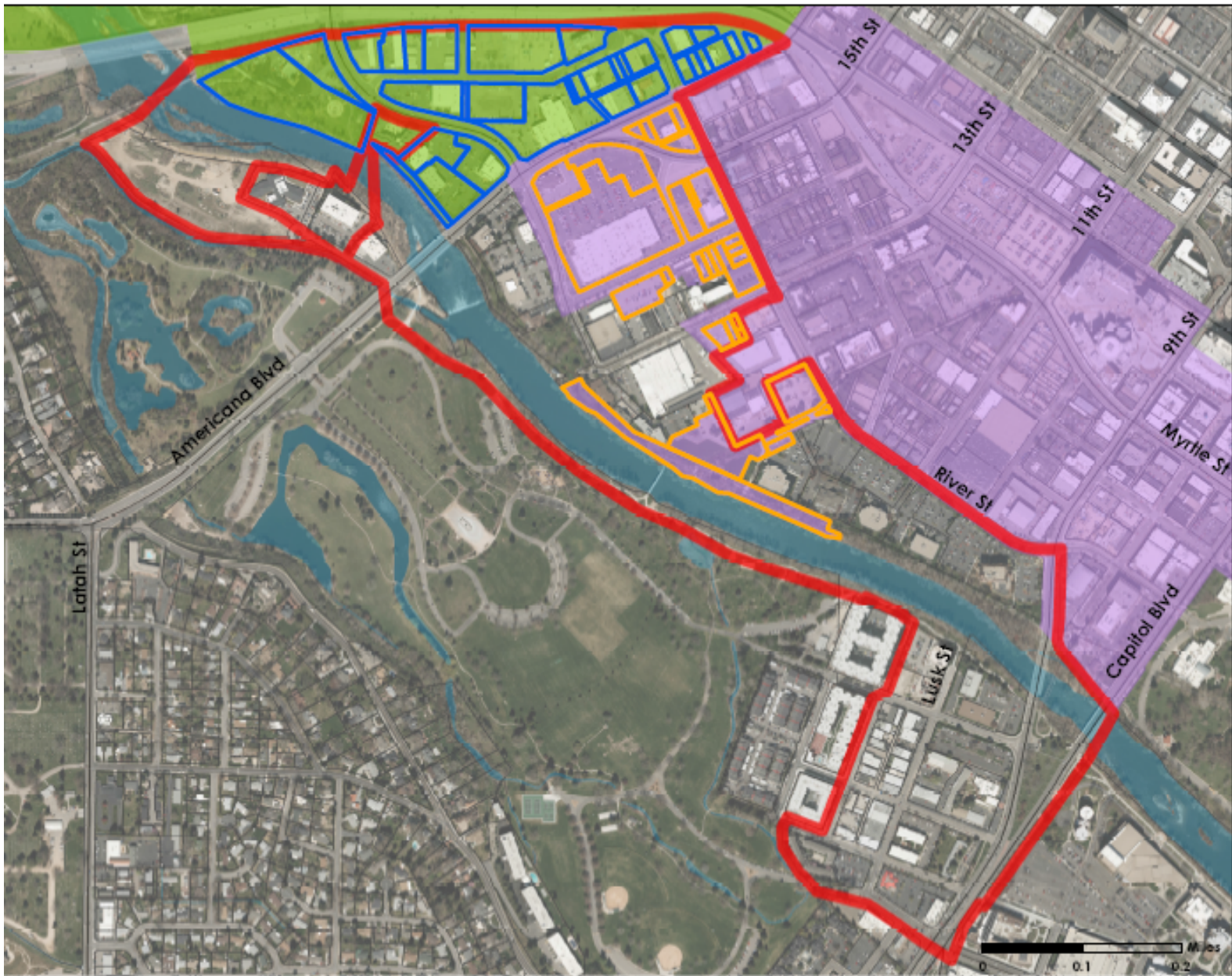
Name Title Date

LIMITATIONS OF OUR ENGAGEMENT

Our report will be based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the report to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Furthermore, we will neither evaluate management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.



Parcels within the proposed Shoreline Urban Renewal District



INFORMATION ITEM

Agenda Subject: Front + Myrtle Alternatives Analysis Update	Date: January 8, 2018
Staff Contact: Matt Edmond	

Background:

In 2016 CCDC hired Sam Schwartz Transportation Consultants to assess existing conditions and challenges along Front and Myrtle and develop a menu of alternative treatments and their likely impacts along the corridor. This effort began with a “walk-shop” and visioning session the involved a number of downtown stakeholders in October 2016, and continued with workshops involving both agency staff from CCDC, City of Boise, ACHD, ITD, and COMPASS, as well as some elected and appointed officials from those agencies in 2017. The effort culminated with the final Front + Myrtle Alternatives Analysis report in November 2017.

The following are some notable details of the Front and Myrtle analysis:

Vision Statement

The Front and Myrtle corridor should:

1. Function as a safe and efficient multi-modal transportation facility moving people (employees, customers, visitors and residents) and goods to and through Downtown Boise while allowing all of Downtown to function as a seamless, integrated urban neighborhood;
2. Acknowledge, complement, and enhance surrounding land uses and activities within the context of a vibrant Central Business District;
3. Promote and support economic development and buildings facing and interacting with pedestrians on Front Street and Myrtle Street;
4. Reduce barriers to all modes of cross traffic while accommodating through traffic;
5. Contribute to a greener downtown through sustainable infrastructure and widespread street trees and vegetative elements

Near Term Improvements

The project team identified a number of near-term improvements that could be made along the corridor in the near term through cooperative and participation agreements. These include:

- “Squaring up” 20 corners with unnecessarily large corner radii to increase sidewalk space and shorten pedestrian crossing distances.
- Installing conduit to facilitate potential future installation of traffic signals at 10th/Front and 12th/Front, subject to warrants and traffic operation requirements.
- Improving the Pioneer Pathway connection at 11th/Myrtle
- Closing four unused driveway cuts in the sidewalk.

Many of these improvements are already complete, and the rest are scheduled to be complete summer 2018.

Key Elements and Recommendations

- Selective lane reduction in parts of Front and Myrtle where projected impacts on traffic operations are relatively minimal
- Small-scale sidewalk extensions throughout both corridors through consolidation of excess width between curbs
- Larger-scale sidewalk extensions in select areas, which can be accomplished through a phased approach and applied contextually depending on need (e.g. with on-street curbside parking, programmable public spaces, plantings, public seating, etc)
- New signalized crossings and marked pedestrian crosswalks to improve north-south connectivity
- Selective retention or addition of vehicle turn lanes to further minimize negative impacts on traffic operations
- Continued investigation into the potential to decrease signal cycle lengths to decrease north-south wait time to cross Front and Myrtle (particularly towards the western half of Front St), in the context of ACHD's recently completed Downtown Boise signal timing plan, and in particular for the western portion of Front during PM peak hours

The project team, which included representatives from CCDC, City of Boise, ACHD, ITD, and COMPASS, did not reach consensus on adopting these recommendations, and additional coordination and outreach will be necessary in order reach agreement with ITD and ACHD to implement any of these recommendations. Additionally, combining some of these recommendations, such as lane reduction and decreased signal cycle length on west Front Street, is likely impractical due to significant impacts to traffic operations. However, this list represents the most practical menu of options to achieve the five points of the vision statement for Front and Myrtle.

Next Steps

CCDC and City of Boise staff will be meeting with downtown stakeholders to discuss the findings of the alternatives analysis and solicit feedback January – March 2018, and thereafter re-engage with ITD on adoption and implementation of changes to the corridor as appropriate.



TO: John Hale, Chairman, and CCDC Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – January 2018

CCDC: ROLL TEAM ROLL

Working hard with the City of Boise to accomplish Big Things like a new Library! and Sports Park gets our full attention right now at CCDC, and we're rolling into the 2018 campaign on a high tide of collaboration and partnership. But first, a highlight reel from 2017, some Big Things, some not as Big -- but all important in our pursuit of perfect balance in the districts we serve: New ParkBOI signage throughout downtown...Electric Vehicle (EV) Charging stations in ParkBOI Garages...New website <http://www.parkboi.com> ...Obtaining Project Management Professional (PMP)



The Grove Plaza fountain at night

certification... ULI Fall meeting scholarship recipient through Rose Center...Finalizing a DDA for workforce housing in RMOB District...Attending 2017 Women's Leadership Conference BSU's Andrus Center...Appointed to the BC/ AC Housing Authority Board of Commissioners...Agreements approved: River Street Lofts; Verraso; New Path Community Housing; Capitol Terrace; Business Interiors of Idaho; 10th & Main Building...Participation Agreements Final Confirmation: Athlos Academies (\$750,000); Inn at 500 T4 (\$250,000); Historic Preservation for Sturiale Place (\$75,000); Riverstone Building (\$30,000); Inn at 500 T2 will be paid in 2019; Hyatt Place T2 will be paid in 2020...Grand Opening of The Grove Plaza (TGP) in June...TGP Brick Sales: -4,214 New Bricks, 14,189 Founders Bricks...Selling \$100,000 in TGP Special Business Sponsorships (McAlvain, Guho, Elam & Burke, Block 22, CSHQA) + Boise Centre + Suez Fountain sponsorships...Improving the design and content in the Annual Report and CIP...Working through the editing of the BOMA video to create the 3 "About CCDC" Videos <https://www.youtube.com/channel/UCsNv6Gt2fV62dDmlnuwS-7w> ...Growth of CCDC's Participation Program to \$600+ million in partnerships with private sector developers...Increase in pace and quality of employee performance in every function of the agency – better work being completed more rapidly than before...Strengthening of relationships with key stakeholders during The Grove Plaza project and christening with a first class reopening celebration...Developing new Shoreline District signaling the city's continued progression...LOIs

(letters of interest) with two developers that represent nearly 1,000 new spaces in parking structures by 2020... ..ParkBOI Garage Signage –unifying the brand in one cohesive Black-White-Pantone 375C (aka Green) package...2017 Streetscapes in concert with the City Hall Plaza renovation – could have been a logistics nightmare, but Guho Corp nailed it...Uplighting of Old Boise buildings - while keeping the project on schedule...The new and improved comprehensive Downtown Maintenance MOU between CCDC, Boise City, DBA, and VRT... Front & Myrtle Alternatives Analysis, identifying both short term improvements that could be made along the corridor as well as recommendations for further discussion with ITD and downtown stakeholders...Improvements to south end of 5th Street, including new Julia Davis Park entrance...Pioneer Pathway connection/plaza improvements at 11th & Myrtle connecting JUMP, Simplot Headquarters and Pioneer Crossing developments, and better accommodating bike and foot traffic between downtown and the Pioneer Pathway...Successful completion of Customer Parking Survey of 748 ParkBOI customers and gaining valuable insights to develop logical parking fee schedules...TGP Renovation received the Building Excellence Award from COB...TGP Renovation received Top Project Award from Idaho Business Review on September 21...Leadership Boise Class of 2019 Infrastructure Session on November 17. Leading the 8 person Shoreline District planning team that put on the daylong event...Bond financing, refinancing, redemption: 2017A Financing: \$13 million. 1) Broad Street / LIV District streetscapes, infrastructure, geothermal system, fiber optic, \$4.9 million; 2) 5th & Broad public parking condo, 89 spaces, \$2.6 million; 3) 11th & Front public parking condo, not less than 250 spaces, \$5.4 million...2017B Refinancing: \$5.6 million. The combination of refinancing the 2010B bonds to lower the (tax-exempt) interest rate from 4.25% to 2.82% and paying off the 2010C bonds would result in savings of \$494,800 in interest costs over the next seven years...2010C Redemption: \$1.65 million. Used the existing 2010B and 2010C Debt Service Reserve Funds and the 2010C Bond Payment account balance combined with Agency cash of \$529,500 to redeem the \$1,650,000 2010C principal and pay the \$28,100 estimated redemption premium and \$19,300 in estimated accrued interest...Selection of cloud-based Budget Builder, which is now being implemented...So many hotel and residential and other mixed use openings in 2017, all in the CCDC Participation Program, all in our Public Private Partnership (PPP) realm...Broad Street / LIV District grand opening...2017 Streetscapes...5th & Broad Garage days away in 2018...11th & Front Garage days away in 2018...Parking garage interior and exterior painting (9th & Front and ParkBOI)...Wrapped up a two year term as President of the Idaho Public Purchasing Association with a banner year for public procurement in Idaho...New thresholds and a new CCDC Purchasing Policy implementing statutory changes, approved in June 2017, will facilitate a more streamlined procurement process and allow approval of smaller projects on a more timely basis and move projects forward at a quicker pace...Careful curation and gleaning of new and old records (an ongoing process), updated the Records Retention Policy to include the Boise Arts & History Department as a storage location for some of CCDC's Central District historical files....the list goes on and one, some individual, some team, but all important....and 2018 will be even better!

Independent Audit of FY 2017 Financial Statements

Finishing touches are being put on the annual independent audit of the Agency's FY 2017 financial statements and supporting documents conducted by Eide Bailly LLP. The final report is expected to be issued next week. It's always very pleasant and welcome news to be informed that an audit includes no findings. Lately that's not a big surprise due to the expertise and vigilance of Controller Joey Chen and Accountant Kevin Martin. The Executive Committee sitting as the Audit Committee will review the audit and discuss it directly and confidentially with the auditors at its February meeting prior to the audit being on the agenda for the Board's regular February meeting.

Budget Builder

An important FY 2018 Agency initiative is the implementation of a state-of-the-art budgeting system in time for the FY 2019 budget development process that begins in April. OpenGov's Budget Builder cloud-based budgeting application was selected after a thorough review of products capable of meeting current and future Agency needs, and after acknowledging that continued spreadsheet-based budgeting was too inefficient and unacceptably error-prone for today's CCDC. Finance staff began working with the vendor in October on set up, structure and data conversion. With that foundation in-place, implementation and training will fire up again in January after a necessary break to concentrate on the annual audit.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

2017 Streetscape Improvements Project – RFQ and Invitation to Bid

Construction of 2017 streetscape improvements.

- January: RFQ issued.
- March: Four contractors pre-qualified by Board to bid the project.
- June: Invitation to Bid issued to the four pre-qualified contractors.
- July 10: Contract awarded to Guho Corp by Board.
- August 7: Notice to Proceed – construction is underway.
- By Oct 30: Substantial Completion (84 days from NTP).
- By Nov 20: Final Completion within 21 days after Substantial Completion.
Delays experienced because of storm drain line replacement and additions to scope.
- Dec 21: Final Completion.

9th & Front Garage Exterior Painting Project

Informally bid due to estimated project cost less than \$200k.

- July 17: Invitation to Bid.
- August 3: Bids received. Low Bid: Color Craft Painting, \$72,040.

- August 14: Contract executed, construction scheduled.
- Sept 5: Notice to Proceed issued.
- Nov 21: Substantial Completion reached ahead of schedule.
- Dec 12: **Final Completion (21st day after Substantial Completion).**

ParkBOI Garage Signage – Invitation to Bid

New parking garage signage to implement the ParkBOI brand identity.

- April 10: Board awards public works construction contract to YESCO.
- May 16: Contract executed.
- Summer: Permitting and fabrication.
- Nov 15: Amendment signed to account for permitting delays.
- **Mid-Jan 2018: Final Completion delayed due to sign fabrication delays. Some signs have been installed and illuminated.**

ParkBOI Garage Painting – Invitation to Bid

Paint interior stairwells and lobbies to achieve a clean, simple, uniform, and helpful public parking garage aesthetic. Two separate painting projects each estimated at less than \$200k so two separate informal bids.

Project 1: two parking garages – Capitol & Main, 9th & Main.

Project 2: three parking garages – Capitol & Myrtle, 9th & Front, 10th & Front.

- August 1: Invitation to Bid issued.
- August 8: Pre-Bid meeting
- August 23: Bids due for both Project One and Project Two.
>> Merit Professional Coatings was lowest responsive bid for both projects: \$70,303 for Project One, \$55,800 for Project Two.
- Sept 5: Contracts executed.
- Sept 11: Project 2 Notice to Proceed
- Nov 9: Project 2 Substantial Completion (60 days from NTP).
- Nov 30: Project 2 Final Completion (within 21 days of Substantial Completion).
- **Dec: Painting complete. Temporary signage being replaced by permanent signs.**
- Oct 16: Project 1 Notice to Proceed
- Dec 14: Project 1 Substantial Completion (60 days from NTP).
- **Dec: Painting complete. Temporary signage being replaced by permanent signs.**
- Jan 4: Project 1 Final Completion (within 21 days of Substantial Completion).

CM/GC Central District Improvements Project

Selection of a Construction Manager / General Contractor (CM/GC) for final year (pre-sunset) Central District improvements.

- August 9: Request for Qualifications issued; public notice in *Idaho Statesman*.
- Sept 7: Submissions due from licensed CM/GCs.
- October 9: Board approved Guho Corp as CM/GC.
- November 21: Contract Executed; pre-construction services begin.

2018 Streetscape Improvements Project – Selection of Design Professional

Design of 2018 streetscape improvements on River Street between Ash Street and 12th Street.

- October 24: RFP issued to three on-call design professional firms.
- November 8: Proposals due from the design professionals.
- November 28: The Land Group selected as the design professional of record.
- January – April: Pre-qualification and construction bidding – *anticipated*.
- Summer 2018: Contract award / Construction to proceed – *anticipated*.

CM/GC Westside District Urban Park Project

Selection of a Construction Manager / General Contractor (CM/GC) for an Urban Park project in the Westside District.

- November 22: Request for Qualifications issued.
- Nov 23 & 30: Public notice in *Idaho Statesman*.
- December 8: Submissions due from licensed CM/GCs.
- January 8: Board approval of CM/GC selection – *anticipated*.
- January: Contract executed; pre-construction services begin – *anticipated*.

Power Line Undergrounding – Invitation to Bid

Formal bid process to select an electrical contractor to install underground power in the alley between Main and Idaho running from 3rd Street to 5th Street. The project will be in coordination with Idaho Power and ACHD.

- January 2018 Invitation for Bid - *anticipated*
- February 2018 Bid Due - *anticipated*
- March/April 2018 Contract Award - *anticipated*
- June 2018 Notice to Proceed (in conjunction with ACHD's start date)

OTHER CONTRACTS ACTIVITY

Intergovernmental:

- **Ada County Highway District:** Agreement to cost-share the installation of pedestrian signals on four corners of Capitol & Main intersection.
- **City of Boise:** MOU for the Elder Street Park & Ride service through March 2018.

River Myrtle-Old Boise District:

- **Musgrove Engineering:** Task Order to provide construction administration services for the power line undergrounding project on the Main & Idaho alley.
- **ProCare Landscaping:** Task Order to level tree grates in the area of Bannock Street and Capitol Blvd.

Parking:

- **Watson Associates:** Short form Public Works Construction Agreement to make repairs to the 9th & Front Garage (repairs to be completed by April 2018).
- **MTI:** Task Order to inspect newly-installed safety railing on the 9th & Front Garage.

Multi-District / Agency-focused:

- **Capitol Landscape:** Services Agreement to process and transport approximately 150 pallets of used pavers to the Boise Parks Department lot on Dorman Street.
- **Oliver Russell:** Task Order to develop public outreach, digital media and radio, for the ParkBOI Off-Street Parking System.

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

ECONOMIC DEVELOPMENT

T5 Parcel Acquisition for Redevelopment

Project Description

CCDC's Capital Improvement Plan includes parcel acquisition in the Westside.

Update

CCDC is purchasing the retail building located at 421 N. 10th Street, commonly known as the Idaho Sporting Goods building and the adjacent surface parking lot. CCDC's strategy is to work with other area land owners to spur interesting mixed use development in this highly visible entrance to the downtown core.



421 N. 10th Street

Other Active Economic Development Projects

Multi-Purpose Sports Park Assessment

Discussions between the City and the developer continue. The location and the financing of the sports park is currently being discussed but is not known for certain. The Agency will continue working with the City, GBAD and the Developer to determine a critical path for this project, development budget and schedule and financing plan.

918 W. Idaho - Athlos - PP Type 3

Staff has confirmed all eligible expenses and cost documentation submitted by the developer. City Council approved the façade easement on December 12, and staff received the recorded document on December 19. Staff has completed the Confirmation of Agency Reimbursement procedures and verifications. The reimbursement check for \$750,000 will be sent to Athlos in early January.

503 - 647 S. Ash Street - Ash Street RFP - PP Type 5

The DDA is fully executed. The alley vacation request has been submitted to ACHD with a public meeting in February 2018. The Developer aims to close and start construction as early as March 2018. Construction Drawings have been submitted as of January 2 for CCDC review and approval as per the terms of the DDA.

25th & Fairview - Adare Manor Development - Designated PP

The development has been approved by Design Review and is moving forward with a below market rate ground lease from the City of Boise and funding from the City Department of Housing and Community Development. The Developer met with Staff and has submitted a Type 2 Participation Program Application, the project was designated as at Type 2 project by the Board in October 2017. The development has identified eligible public improvement costs (street improvements, streetscapes, undergrounding utilities). Best estimates suggest the project will be eligible to receive approximately \$480,000 in reimbursement over the four year period as per the Type 2 policy. CCDC Board approved the final Participation Agreement in November and the agreement has been executed.

620 S. 9th - The Afton - PP Type 5

The Developer is revising his latest Phase 2 plan and is working on his financing. He intends to complete the environmental work in the first quarter of 2018 and to close on the land thereafter.

INFRASTRUCTURE PROJECTS

10th & Main Office - PP Type 1

Project Description

Sawtooth Development has secured a new tenant for their office building at 10th and Main (behind their recent new condo project - The 119). Kount will lease the upper floors of the building and 2 retail tenants will lease the ground floor. The developer will make various interior and exterior improvements to the building including installing awnings. CCDC can reimburse for these new awnings through the Type 1 Participation Program as long as they meet the Participation Program Policy requirements.

Update

Sawtooth Development submitted a Type 1 application in November, and the Board "Designated" the project as eligible to receive funding through the Participation Program in December.

Next Steps

Staff has finalized the Type 1 agreement with the developer and it is on the consent agenda for approval.



Project Rendering

Parking Website

Project Description

CCDC created a new parking website to reflect the ParkBOI co-branding for CCDC-owned parking garages and the City of Boise's on-street metered parking. CarewCo designed the new website and Synoptek will be programming the website. BoiseParking.com will continue to be maintained by CCDC as an informational website for ParkBOI and privately-owned lots.



ParkBOI Home Page

Update

The new ParkBOI website launched on December 15! You can visit at www.ParkBOI.com.

Next Steps

Staff will continue to update the site as information changes, and a series of marketing promotions will direct the public to the site in the coming months.

Other Active Infrastructure Projects

301 29th St. - Whittier Elementary - PP Type 4

Staff expects an action item for Designation for the February 2018 Board Meeting.

176 Capitol - Business Interiors of Idaho - PP Type 1

The Business Interiors of Idaho awnings meet CCDC's requirements of size, materials, and coverage of the right-of-way. Business Interiors of Idaho submitted a Type 1 application in November, and the Board "Designated" the project as eligible to receive funding through the Participation Program in December. Staff has finalized the Type 1 agreement with the developer and it is on the consent agenda for approval.

222 N 8th Street - Diablo & Suns - PP Type 1 Potential

Staff has reached out to the owner/operator of the new retail space in the Fidelity Building to discuss the option of a Type 1 grant for new awnings on the corner of 8th and Main. The retail/restaurant space is currently being renovated and there could be an opportunity to improve the public realm with awnings as part of the project. The building owner and architect are studying various options, and will circle back with staff in January once they have determined if new awnings will work as part of the design.

2017 Streetscape Improvements - CIP Project

Streetscape improvements on Main Street adjacent 14th Street as well as between Capitol Blvd. and 5th Street, south side. Improvements on Capitol Blvd. and 5th Street, south of Main. Streetscape Improvements have been approved by Design Review, bid and awarded. The project is complete and closeout items have been received.

MOBILITY PROJECTS

Rebranding Parking System

Project Description

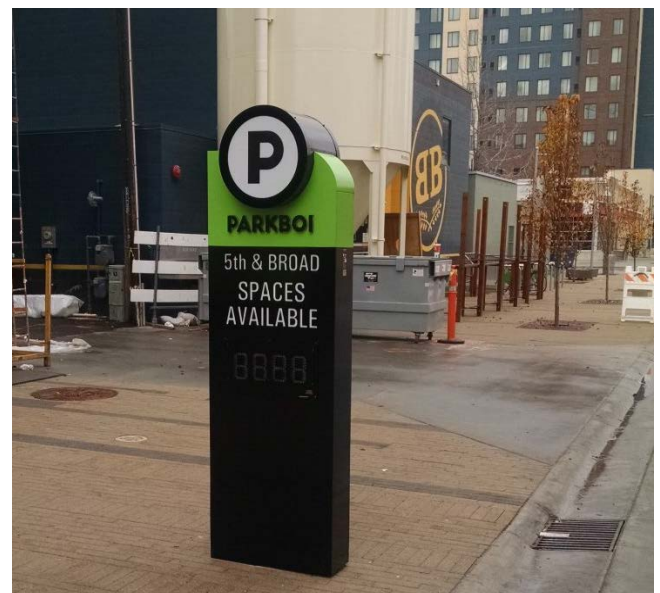
Creating a distinctive identity for public on and off-street parking in downtown Boise.

Update

Brand-based external signs are being installed and activated. All garage stairwells and elevator lobbies have been painted with brand colors and consistent differing floor colors to aid with wayfinding.

Next Steps

Staff is examining new internal signage, as well as revising window stencil/paint. Exterior signs are currently being installed and lighting activated. Once the signs are installed, ParkBOI staff must activate the vehicle count system for the entrance "kiosks", so prospective customers will know how many spaces are available in each facility.



New ParkBOI Signage!

Other Active Mobility Projects

Wayfinding Project Installation

Guho will install the prototype sign in January 2018. Staff will revisit how to proceed with procurement after the prototype is installed.

Front & Myrtle Alternatives Analysis

The (public agency) project team includes ACHD, CCDC, COB, COMPASS, and ITD. Sam Schwartz submitted the (revised) final alternatives analysis report to CCDC November 15; which has been posted to the CCDC website. An update will be given to the CCDC Board on January 8. CCDC and City of Boise staff will conduct stakeholder outreach January-March 2018. The Idaho Transportation Department (ITD) has suspended paving work on Front and Myrtle until spring 2018.

Parking Rate Examination

Monthly customers have been notified of the upcoming rate change. Signs are being created for the entrances to each garage, and the pay-on-foot stations and exit columns will be programmed for the new rates effective February 1.

Park & Ride Shuttle

A Park & Ride/Shuttle service from the Elder Street lot near I-84/the airport has been underway since mid-June 2017. There are currently 51 registered participants, but there are only between 3 and 8 cars in the lot every weekday. The success of the City's E-Permit Program has affected the utilization of this service thus far, as drivers can park close to the downtown core for an inexpensive price. Boise State University has indicated they will put a second van and driver into service during January, which should make this mobility option more convenient. At the expiration in March 2018 of our existing agreement with the City of Boise on this service we will evaluate the merits of continuing this service. An outreach effort to the business community is being planned for late winter/early spring to assess interest in and commitment toward some form of employee parking program will be made.

Daily/Weekly/Monthly Parking Statistics

As part of the Operator's 2018 goals they have been tasked with doing improved monthly statistics for public consumption. We will pursue dual strategies of evaluating whether a system-wide software upgrade will help with statistical generation; and will work with Operator staff to routinely provide meaningful metrics.

401 S. 5th Street - The Fowler Public Parking - PP Type 3

Finalize purchase of garage and take occupancy. The garage is currently scheduled to be ready for public use in February 2018.

PLACE MAKING PROJECTS

Freak Alley & Union Block Alley - CCDC Alley Program

Project Description

CCDC and City of Boise are working with property owners and managers to improve Freak Alley and Union Block Alley as public spaces. Boise planning staff will manage an urban design process with a stakeholder group (including ownership interests), followed by final design and construction to be managed by CCDC.

Update

Plans have received Design Review and ACHD approval. CCDC and its CMGC are coordinating with Boise Public Works, which has a sewer replacement project in the alley immediately preceding the placemaking project.



Union Block Alley Plan View

Next Steps

Boise Public Works and CCDC staff are holding a public information meeting on combined alley projects January 10, 3pm at City Hall.

- Final approvals January 2018
- Sewer line work January/February 2018

Other Active Placemaking Projects

Alley, 6th to 3rd between Main & Idaho - CCDC Alley Program

CCDC staff and Musgrove are finalizing bid documents for non-Idaho Power portion of work to be done. Service line and panel work will be bid out in early 2018, with all remaining utility work and alley construction, including the ACHD "green" alley, to begin in June 2018.

SPECIAL PROJECTS

Shoreline District

The Eligibility Study with an Open Land Addendum has been completed and was approved by the City Council and the CCDC Board of Commissioners in October and the Addendum in December. Additionally staff is finalizing scopes of services with various consultants SB Friedman, Quadrant Engineers and others to draft additional documents that will, when complete, create an Urban Renewal Plan and, if adopted, create an Urban Renewal District. The Plan will include a framework plan for the area, development and feasibility analysis, legal description, and a zoning and property description.

The Eligibility Study has been finalized and approved by CCDC Board and the Boise City Council. CCDC staff and consultant have finalized an Open Land addendum to the Eligibility Report in order to address some ambiguities and inconsistencies within the code.

CCDC Staff and consultants are embarking on the Urban Renewal planning/feasibility assessment process and regular updates will be available throughout the process including a new website. Staff is aiming to produce a draft Urban Renewal Plan by spring of 2018. CCDC will be requesting approval of SB Friedman's initial urban planning proposal in January 2018.

617 S. Ash St. - Hayman House - PP Type 5

The City of Boise and CCDC staff are meeting in early 2018 to confirm terms of conveyance which must meet the needs of the Ash Street Townhomes project next door - including minor and temporary encroachments needed for the Ash Street townhomes as well as a commitment from CCDC to include up to \$70,000 for improvements on the property before or in conjunction with conveyance.

PROPERTY MANAGEMENT UPDATES

8th Street

Gingerich Site & Underground Co provided snow removal services on the CCDC-owned portion of 8th Street.

Parking System

The installation of ParkBOI signage continues. In December, the 9th & Main and 10th & Front garages identifier installs were completed. The 9th & Front garage installs began January 2.

The City of Boise issued a building permit to CCDC for the 9th & Front Safety Railing. Washworx began production of the railing on December 28.

10th & Front Repairs

CCDC is working with KPFF engineers on refining the estimate based on the report by Materials Testing & Inspection quantifying damage caused by chloride infiltration. CCDC anticipates scoping the project in January.

ParkBOI Sign Phase II

CCDC met with Colliers in December to discuss multi-tenant signs in BODO. Colliers is currently working on a design and will report back in Spring 2018

Trailhead

CCDC performed Quarterly HVAC Preventative Maintenance in December. Fan relay replaced.

Ash Street Properties

The 617 Ash Street property was winterized in the last week of October. Staff is meeting with City of Boise Department of Arts & History on January 3 to discuss next steps.

The Grove Plaza

CCDC is investigating additional fountain programming with Fountain Supply Company. The City of Boise is scheduled to remove the Holiday Tree the week of January 15.

Condo Associoation

The Building Eight Condominium Association annual report was submitted in December. CCDC anticipates a meeting of the new Condo Association for the Fowler/ 5th & Broad Parking Garage in January.