

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

A G E N D A

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

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

III. **CONSENT AGENDA**

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

IV. **ACTION ITEM**

- A. PUBLIC HEARING: 2014 Annual Report.....Chairman Hale
- B. CONSIDER: Approve 2014 Annual Report.....John Brunelle
- C. CONSIDER: Resolution #1381 Selection of On Call Parking ConsultantMax Clark
- D. CONSIDER: Resolution #1375 Awarding Contract for Historic Street Lights.....Mary Watson
- E. CONSIDER: Resolution #1384 Several easements for ingress/egress/air rights and connection from CCDC to the Gardner Group for the Clearwater Office Building and the Auditorium District Center (expansion) Building.....Doug Woodruff
- F. CONSIDER Resolution #1385 Consent to Easement granted by Block 22 LLC to the Auditorium District for the Arena Air Rights Concourse (increased use of previous easement granted by CCDC to Block 22).....Doug Woodruff
- G. CONSIDER: Resolution #1382 Approval of T4 Participation Agreement with City of Boise for Geothermal Expansion Local Match.....Doug Woodruff
- H. CONSIDER: Resolution #1383 Approval of T3 Participation Agreement for Athlos.....Todd Bunderson

V. **INFORMATION/DISCUSSION ITEMS**

- A. Operations Report.....John Brunelle
- B. Charter for the Grove Plaza (Grove 2.0).....Doug Woodruff

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

VII. **ADJOURN**

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

**Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 2/1/15 through 2/28/15**

Board Officer Review

| Payee | Description | ACH Date | Amount |
|----------------------------|----------------------------------|-----------|------------------------|
| Debt Service: | | | |
| US Bank | 2010 A Bond interest | 2/24/2015 | 15,856.99 |
| US Bank | 2010 B Bond interest | 2/24/2015 | 142,487.15 |
| US Bank | 2010 C Bond interest | 2/24/2015 | 42,471.00 |
| US Bank | 2011 B Bond interest | 2/24/2015 | 256,618.75 |
| US Bank | AHA Payment - Civic Plaza | 2/24/2015 | 85,000.00 |
| Ampco Parking: | | | |
| Monthly Parkers ACH | Payments from Monthly Parkers | 2/9/2015 | (11,002.00) |
| Ampco | Parking Operations & Admin Exp | 2/6/2015 | 157,860.14 |
| Payroll: | | | |
| EFTPS - IRS | Federal Payroll Taxes | 2/4/2015 | 9,076.72 |
| Idaho State Tax Commission | State Payroll Taxes | 2/4/2015 | 1,578.00 |
| CCDC Employees | Direct Deposits Net Pay | 2/4/2015 | 23,376.18 |
| PERSI | Retirement Payment | 2/2/2015 | 9,015.05 |
| SUTA | Unemployment Taxes - 4th Quarter | 2/6/2015 | 1,625.67 |
| EFTPS - IRS | Federal Payroll Taxes | 2/18/2015 | 9,467.90 |
| Idaho State Tax Commission | State Payroll Taxes | 2/18/2015 | 1,665.00 |
| CCDC Employees | Direct Deposits Net Pay | 2/18/2015 | 24,253.25 |
| PERSI | Retirement Payment | 2/17/2015 | 9,269.33 |
| Other: | | | |
| Valley Regional Transit | Local Match MSS | 2/27/2015 | 121,685.58 |
| Valley Regional Transit | Local Match MSS | 2/9/2015 | 4,572.03 |
| Paid Invoices | Checks and Electronic payments | February | 292,595.05 |
| Grand Totals | Total ACH Transfer | | \$ 1,197,471.79 |

Reviewed by:
Finance Director

Reviewed by:
Executive Director

Reviewed by:
Board Member

Date:

Date:

Date:

3/4/15

3/4/15

3/5/15

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 02/01/2015-02/28/2015

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|-----------------------------|--------------|--------------|--------------|------------------|
| 3871 | ABC Stamp Signs & Award | 0325411 | ID Tags for furniture and e | 01/21/2015 | 531.00 | 60875 | 02/05/2015 |
| | | 0325779 | Board Room Name Tags | 01/28/2015 | 224.24 | 60896 | 02/25/2015 |
| Total 3871: | | | | | 755.24 | | |
| 3438 | Ada County | 2014 | Interst and Late Fee's | 02/24/2015 | 1,392.89 | 60897 | 02/25/2015 |
| Total 3438: | | | | | 1,392.89 | | |
| 1097 | Advanced Sign Design | 0058994-IN | "P" Signs for parking garag | 01/31/2015 | 1,230.00 | 60898 | 02/25/2015 |
| Total 1097: | | | | | 1,230.00 | | |
| 3838 | American Fire Protection L | 6391 | Monthly pump inspection | 01/19/2015 | 110.00 | 60876 | 02/05/2015 |
| Total 3838: | | | | | 110.00 | | |
| 1229 | Association of Idaho Cities | 5273138 | Job Announcement - All | 01/23/2015 | 30.00 | 60877 | 02/05/2015 |
| Total 1229: | | | | | 30.00 | | |
| 3559 | Aurora Technical Consultin | 1796 | PC Support | 02/02/2015 | 142.50 | 60878 | 02/05/2015 |
| | | 1804 | Cloud storage | 02/02/2015 | 320.40 | 60878 | 02/05/2015 |
| Total 3559: | | | | | 462.90 | | |
| 1292 | Berryhill & Co. | 11616 | Special Work Session mee | 01/27/2015 | 32.80 | 60879 | 02/05/2015 |
| | | 11628 | Board Meeting lunches | 02/09/2015 | 106.50 | 60899 | 02/25/2015 |
| Total 1292: | | | | | 139.30 | | |
| 1316 | Blue Cross of Idaho | 1500500038 | Health Insurance | 02/01/2015 | 10,699.90 | 60870 | 02/01/2015 |
| Total 1316: | | | | | 10,699.90 | | |
| 1331 | Boise Centre | 0008010-IN | Grove maintenance fee | 02/01/2015 | 2,450.00 | 60880 | 02/05/2015 |
| | | 0008019-IN | Snow/ice removal | 01/31/2015 | 70.00 | 60900 | 02/25/2015 |
| Total 1331: | | | | | 2,520.00 | | |
| 1385 | Boise City Utility Billing | 0584042003 | 1401 W Idaho St #0584042 | 02/01/2015 | 64.11 | 60901 | 02/25/2015 |
| | | 107 N 9TH 0 | CD 107 S 9th-Trash servic | 02/01/2015 | 189.39 | 60901 | 02/25/2015 |
| | | 107 N 9TH 0 | RM 107 S 9th-Trash servic | 02/01/2015 | 128.78 | 60901 | 02/25/2015 |
| | | 107 N 9TH 0 | WS 107 S 9th-Trash servic | 02/01/2015 | 60.60 | 60901 | 02/25/2015 |
| | | 611 S 8TH 0 | 611 8th Sewer #00775000 | 02/01/2015 | 195.11 | 60901 | 02/25/2015 |
| | | 620 S 9TH 0 | 620 S 9th Sewer #0126730 | 02/01/2015 | 12.19 | 60901 | 02/25/2015 |
| | | 808 W RIVE | 808 W River St #05802280 | 02/01/2015 | 104.85 | 60901 | 02/25/2015 |
| | | 848 MAIN 02 | 848 Main St # 0447416001 | 02/01/2015 | 5.56 | 60901 | 02/25/2015 |
| Total 1385: | | | | | 760.59 | | |
| 1424 | Boise Office Equip - Servic | IN357461 | Copier maintenance | 02/02/2015 | 280.00 | 60902 | 02/25/2015 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|---------------------------|--------------|--------------|--------------|------------------|
| Total 1424: | | | | | 280.00 | | |
| 3897 | Civic Partners | INTEREST O | Interest Overcharge | 02/20/2015 | 325.20 | 60903 | 02/25/2015 |
| Total 3897: | | | | | 325.20 | | |
| 3761 | Crandall Swenson Gleason | 24287 | Temporary accounting serv | 01/31/2015 | 1,642.50 | 60904 | 02/25/2015 |
| Total 3761: | | | | | 1,642.50 | | |
| 1787 | Downtown Boise Associati | 090128 | 2015 Map and Directory | 02/03/2015 | 1,800.00 | 60905 | 02/25/2015 |
| | | 1211 | CD Clean Team | 01/31/2015 | 2,193.63 | 60905 | 02/25/2015 |
| | | 1211 | RM Clean Team | 01/31/2015 | 1,491.67 | 60905 | 02/25/2015 |
| | | 1211 | WS Clean Team | 01/31/2015 | 701.96 | 60905 | 02/25/2015 |
| | | 1212 | 8th St Clean Team | 01/31/2015 | 546.00 | 60905 | 02/25/2015 |
| Total 1787: | | | | | 6,733.26 | | |
| 3884 | ECONorthwest | 15249 | Downtown Boise Housing | 12/31/2014 | 14,116.68 | 60881 | 02/05/2015 |
| | | 15249 | Downtown Boise Housing | 12/31/2014 | .00 | 60881 | 02/05/2015 |
| | | 15319 | Downtown Boise Housing | 01/31/2015 | 5,372.50 | 60881 | 02/05/2015 |
| | | 15319 | Downtown Boise Housing | 01/31/2015 | .00 | 60881 | 02/05/2015 |
| Total 3884: | | | | | 19,489.18 | | |
| 1898 | Fiberpipe | 1817-16798 | E-mail hosting | 02/01/2015 | 69.90 | 60882 | 02/05/2015 |
| Total 1898: | | | | | 69.90 | | |
| 3807 | FreedomVoice Systems | 2015-011609 | phone and handset | 01/16/2015 | 269.40 | 60883 | 02/05/2015 |
| | | 2015-020106 | Monthly Service and Setup | 02/01/2015 | 534.71 | 60883 | 02/05/2015 |
| | | 2015-021721 | phone and handset | 02/17/2015 | 269.40 | 60906 | 02/25/2015 |
| Total 3807: | | | | | 1,073.51 | | |
| 2132 | Idaho Business Review | 741977793 | Ad notice - 1401 RFQ/P | 01/16/2015 | 708.00 | 60884 | 02/05/2015 |
| Total 2132: | | | | | 708.00 | | |
| 2165 | Idaho Power | 2200406607 | 9th St outlets #220040660 | 01/31/2015 | 8.45 | 60907 | 02/25/2015 |
| | | 2200910368 | 617 S Ash #2200910368 | 01/31/2015 | 10.67 | 60907 | 02/25/2015 |
| | | 2201627995 | 9th & State # 2201627995 | 01/31/2015 | 6.65 | 60907 | 02/25/2015 |
| | | 2202934903 | 8th St lights #2202934903 | 01/31/2015 | 169.36 | 60907 | 02/25/2015 |
| | | 2203186602 | 611 S 8th Acct# 22031866 | 01/31/2015 | 58.10 | 60907 | 02/25/2015 |
| | | 2205420140 | 620 S 9th # 2205420140 | 01/31/2015 | 135.12 | 60907 | 02/25/2015 |
| | | 2205983212 | Grove Vault #2205983212 | 01/31/2015 | 56.42 | 60907 | 02/25/2015 |
| Total 2165: | | | | | 444.77 | | |
| 3900 | Idaho Records Manageme | 0106896 | Delivery Service | 01/31/2015 | 16.96 | 60908 | 02/25/2015 |
| Total 3900: | | | | | 16.96 | | |
| 2186 | Idaho Statesman | 263244 2015 | Legal Notices | 01/31/2015 | 2,084.83 | 60885 | 02/05/2015 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|---------------------------|--------------|--------------|--------------|------------------|
| Total 2186: | | | | | 2,084.83 | | |
| 2240 | Intermountain Gas Compa | 12600200-08 | 617 Ash St #12600200-089 | 01/31/2015 | 13.23 | 60886 | 02/05/2015 |
| | | 14078200-00 | 611 S 8th Acct # 14078200 | 01/31/2015 | 384.00 | 60886 | 02/05/2015 |
| | | 15248300-00 | 620 S 9th Acct # 15248300 | 01/31/2015 | 432.21 | 60886 | 02/05/2015 |
| Total 2240: | | | | | 829.44 | | |
| 2288 | Jensen Belts | 1434B-2 | 2015 Westside Streetscap | 01/31/2015 | 3,993.10 | 60909 | 02/25/2015 |
| | | 1501-2 | 2015 OB Streetscape Proje | 01/31/2015 | 3,948.70 | 60909 | 02/25/2015 |
| Total 2288: | | | | | 7,941.80 | | |
| 1745 | LaFollette, Deah | DEAH 02.23 | Insurance deduct reimburs | 02/23/2015 | 22.89 | 0 | 02/26/2015 |
| Total 1745: | | | | | 22.89 | | |
| 3825 | MK Archival Services LLC | 02012015 | Records project, phase 3 | 01/31/2015 | 5,720.00 | 60887 | 02/05/2015 |
| Total 3825: | | | | | 5,720.00 | | |
| 2621 | Office Depot Inc. | 7504542680 | Misc office supplies | 01/16/2015 | 40.28 | 60888 | 02/05/2015 |
| | | 7504543180 | Misc office supplies | 01/16/2015 | 36.99 | 60888 | 02/05/2015 |
| | | 7524498550 | Misc office supplies | 01/27/2015 | 83.27 | 60888 | 02/05/2015 |
| | | 7524500240 | Misc office supplies | 01/28/2015 | 21.58 | 60910 | 02/25/2015 |
| | | 7524500250 | Misc office supplies | 01/28/2015 | 14.98 | 60910 | 02/25/2015 |
| | | 7524500270 | Misc office supplies | 01/27/2015 | 29.99 | 60910 | 02/25/2015 |
| | | 7541339800 | Misc office supplies | 02/05/2015 | 155.69 | 60910 | 02/25/2015 |
| | | 7541340380 | Misc office supplies | 02/05/2015 | 31.79 | 60910 | 02/25/2015 |
| Total 2621: | | | | | 414.57 | | |
| 3858 | OFR Inc | ZT 2875 | Moving services | 01/26/2015 | 393.75 | 60889 | 02/05/2015 |
| | | ZT 3054 | Moving services | 02/04/2015 | 100.00 | 60911 | 02/25/2015 |
| Total 3858: | | | | | 493.75 | | |
| 3886 | OmniPark Inc | 2194 | Handheld units | 01/01/2015 | 3,295.00 | 60912 | 02/25/2015 |
| Total 3886: | | | | | 3,295.00 | | |
| 2774 | Pro Care Landscape Mana | 300350123A | Holiday Lighting | 01/23/2015 | 165.00 | 60890 | 02/05/2015 |
| | | 300650123A | Holiday Lighting | 01/23/2015 | 110.00 | 60890 | 02/05/2015 |
| | | 300850123A | Holiday Lighting | 01/23/2015 | 110.00 | 60890 | 02/05/2015 |
| | | 301050123A | Holiday Lighting | 01/23/2015 | 801.60 | 60890 | 02/05/2015 |
| | | 301050123B | Snow removal on 8th Stree | 01/23/2015 | 175.00 | 60890 | 02/05/2015 |
| | | 301150123A | Holiday Lighting | 01/23/2015 | 55.00 | 60890 | 02/05/2015 |
| | | 301650123A | Holiday Lighting | 01/23/2015 | 801.60 | 60890 | 02/05/2015 |
| | | 331350123A | Holiday Lighting | 01/23/2015 | 110.00 | 60890 | 02/05/2015 |
| Total 2774: | | | | | 2,328.20 | | |
| 2798 | Quadrant Consulting Inc. | 8225 | 2014 Streetscapes CA/bid/ | 01/31/2015 | 791.10 | 60913 | 02/25/2015 |
| | | 8226 | 2015 OB Streetscape-Con | 01/31/2015 | 12,613.65 | 60913 | 02/25/2015 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|-------------------------------|--------------|--------------|--------------|------------------|
| Total 2798: | | | | | 13,404.75 | | |
| 3896 | Rim View LLC | 500 S 8TH 0 | Month 3 Rent and Month 1- | 02/03/2015 | 15,046.00 | Multiple | 02/03/2015 |
| | | 500 S 8TH 0 | Trail Head Security Deposit | 02/03/2015 | 10,792.00 | Multiple | 02/03/2015 |
| Total 3896: | | | | | 25,838.00 | | |
| 2888 | Roper Investments | JANUARY 20 | Capitol Terrace Condo billi | 01/31/2015 | 2,902.03 | 60914 | 02/25/2015 |
| Total 2888: | | | | | 2,902.03 | | |
| 3797 | Sea Reach Ltd. | BOI-001-4 | Downtown Wayfinding Proj | 02/16/2015 | 13,900.00 | 60915 | 02/25/2015 |
| Total 3797: | | | | | 13,900.00 | | |
| 3542 | Security LLC - Plaza 121 | 020115 | Office rent | 02/01/2015 | 9,566.93 | 60871 | 02/01/2015 |
| | | 020115 | Office rent for records proje | 02/01/2015 | 1,115.00 | 60871 | 02/01/2015 |
| | | 020115 | Parking office rent | 02/01/2015 | 3,513.00 | 60871 | 02/01/2015 |
| Total 3542: | | | | | 14,194.93 | | |
| 3029 | State Insurance Fund | 10833393 | Workers Comp | 01/26/2015 | 1,217.00 | 60891 | 02/05/2015 |
| Total 3029: | | | | | 1,217.00 | | |
| 3815 | Synoptek LLC | 228267 | 2015 downtown parking sy | 01/31/2015 | 42.50 | 60916 | 02/25/2015 |
| Total 3815: | | | | | 42.50 | | |
| 3693 | Trademark Sign Company | 1797 | Phase I - develop signage | 02/03/2015 | 1,200.00 | 60917 | 02/25/2015 |
| | | 1797 | Phase II - install signage | 02/03/2015 | 2,350.00 | 60917 | 02/25/2015 |
| Total 3693: | | | | | 3,550.00 | | |
| 3170 | Treasure Valley Coffee Inc. | 20160.03929 | Coffee | 02/09/2015 | 63.45 | 60918 | 02/25/2015 |
| | | 20160.03929 | Tea | 02/09/2015 | 13.60 | 60918 | 02/25/2015 |
| | | 2160.039231 | Water & Cooler Rental | 02/10/2015 | 87.00 | 60918 | 02/25/2015 |
| | | 2160.039231 | Water | 02/10/2015 | 5.45 | 60918 | 02/25/2015 |
| | | 2160.039733 | Coffee | 02/19/2015 | 20.50 | 60918 | 02/25/2015 |
| Total 3170: | | | | | 190.00 | | |
| 3819 | TW Telecom | 06816535 | Internet & Data | 02/10/2015 | 669.20 | 60919 | 02/25/2015 |
| Total 3819: | | | | | 669.20 | | |
| 3233 | United Heritage | 02014-001 0 | Disability insurance | 02/01/2015 | 396.15 | 60872 | 02/01/2015 |
| Total 3233: | | | | | 396.15 | | |
| 3242 | United Water | 0600357562 | Grove & 10th #060035756 | 01/21/2015 | 48.87 | 60892 | 02/05/2015 |
| | | 0600383311 | 6th & Main St #060038331 | 01/21/2015 | 21.92 | 60892 | 02/05/2015 |
| Total 3242: | | | | | 70.79 | | |
| 3479 | US Bank - Copier Lease | 270426737 | Copier Contr #500-037566 | 01/19/2015 | 461.68 | 60893 | 02/05/2015 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|---------------------------|----------------|-----------------------------|--------------|--------------|--------------|------------------|
| Total 3479: | | | | | 461.68 | | |
| 3835 | US Bank - Credit Cards | 012615 | BH Home Depot - Shelves | 01/26/2015 | 45.99 | 10108 | 02/09/2015 |
| | | 012615 | BH Baldwin Lock and Key - | 01/26/2015 | 6.20 | 10108 | 02/09/2015 |
| | | 012615 | CA Wal-Mart Kitchen Suppl | 01/26/2015 | 13.91 | 10108 | 02/09/2015 |
| | | 012615 | DL ULI Event Reg. for Tod | 01/26/2015 | 25.00 | 10108 | 02/09/2015 |
| | | 012615 | DL Baja Fresh - Staff Annu | 01/26/2015 | 34.68 | 10108 | 02/09/2015 |
| | | 012615 | DL Idaho Business Review | 01/26/2015 | 7.00 | 10108 | 02/09/2015 |
| | | 012615 | DL Franking Builing - Rem | 01/26/2015 | 1,783.21 | 10108 | 02/09/2015 |
| | | 012615 | DL DBA Gift Card for NEw | 01/26/2015 | 25.00 | 10108 | 02/09/2015 |
| | | 012615 | DL Wal-Mart - Glass For Ki | 01/26/2015 | 30.66 | 10108 | 02/09/2015 |
| | | 012615 | DW Go-to-Meeting Monthly | 01/26/2015 | 49.00 | 10108 | 02/09/2015 |
| | | 012615 | DW - Lucky Fins - Lunch M | 01/26/2015 | 56.19 | 10108 | 02/09/2015 |
| | | 012615 | JC GFOA Event Reg. Best | 01/26/2015 | 85.00 | 10108 | 02/09/2015 |
| | | 012615 | JC - BYOP - Feb Lunch | 01/26/2015 | 10.00 | 10108 | 02/09/2015 |
| | | 012615 | JC - eSmart Payroll - Q4 F | 01/26/2015 | 4.95 | 10108 | 02/09/2015 |
| | | 012615 | JC - eSmart Payroll - 2014 | 01/26/2015 | 51.00 | 10108 | 02/09/2015 |
| | | 012615 | JB - Emilio's - Planning Me | 01/26/2015 | 36.74 | 10108 | 02/09/2015 |
| | | 012615 | JB - Lucky Fins - Athos De | 01/26/2015 | 37.80 | 10108 | 02/09/2015 |
| | | 012615 | JB - Piper Pub & Grill - Me | 01/26/2015 | 35.07 | 10108 | 02/09/2015 |
| | | 012615 | MW - Idaho State Bar - Lic | 01/26/2015 | 476.00 | 10108 | 02/09/2015 |
| | | 012615 | MC- BOMA Boise- 2015 Sy | 01/26/2015 | 75.00 | 10108 | 02/09/2015 |
| | | 012615 | MC - IPI CAPP Recert. Fee | 01/26/2015 | 125.00 | 10108 | 02/09/2015 |
| | | 012615 | PS - Zurchers - Staff Party | 01/26/2015 | 51.03 | 10108 | 02/09/2015 |
| | | 012615 | PS - Return - Boise Co-Op | 01/26/2015 | 8.14 | 10108 | 02/09/2015 |
| | | 012615 | PS - Return - Albertsons - | 01/26/2015 | 24.74 | 10108 | 02/09/2015 |
| | | 012615 | PS - Boise Co-Op - Staff P | 01/26/2015 | 67.89 | 10108 | 02/09/2015 |
| | | 012615 | PS - Albertson - Holiday P | 01/26/2015 | 101.11 | 10108 | 02/09/2015 |
| | | 012615 | PS - Albertson - Holiday P | 01/26/2015 | 12.02 | 10108 | 02/09/2015 |
| | | 012615 | PS - Return - Zurchers - St | 01/26/2015 | 2.51 | 10108 | 02/09/2015 |
| | | 012615 | RB - CDFA - Training - We | 01/26/2015 | 1,100.00 | 10108 | 02/09/2015 |
| Total 3835: | | | | | 4,310.06 | | |
| 3433 | Valley Landscape & Mainte | 2033 | Install Bike Racks on Idaho | 02/08/2015 | 105.00 | 60920 | 02/25/2015 |
| | | 2033 | Install Benches on 8th Stre | 02/08/2015 | 70.00 | 60920 | 02/25/2015 |
| Total 3433: | | | | | 175.00 | | |
| 3266 | Valley Regional Transit | 16241 | Local match contribution-M | 12/31/2014 | 4,572.03 | 10109 | 02/09/2015 |
| | | 16300 | Local match contribution-M | 01/31/2015 | 121,685.58 | 0 | 02/26/2015 |
| Total 3266: | | | | | 126,257.61 | | |
| 3841 | VoiceText Communications | 01/25/15-140 | CCDC special board mtg c | 01/25/2015 | 19.36 | 60894 | 02/05/2015 |
| Total 3841: | | | | | 19.36 | | |
| 3365 | Westerberg & Associates | 170 | Legislative Advisement Ser | 01/29/2015 | 5,000.00 | 60921 | 02/25/2015 |
| Total 3365: | | | | | 5,000.00 | | |
| 3419 | Zimmer Gunsul Frasca Arc | 91228-1 | Grove Redesign Concepts | 12/31/2014 | 7,981.41 | 60895 | 02/05/2015 |
| Total 3419: | | | | | 7,981.41 | | |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Check Amount | Check Number | Check Issue Date |
|------------------|------|-------------------|-------------|-----------------|-------------------|-----------------|---------------------|
| Grand Totals: | | | | | <u>292,595.05</u> | | |

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 02/01/2015-02/28/2015

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

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

Present were: Commissioner Pat Shalz , Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner John Hale, Commissioner David Bieter, Commissioner David Eberle. Commissioner Stacy Pearson arrived at 12:05p.m.

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

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

No changes were made.

III. CONSENT AGENDA:

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

All said Aye. The motion carried 7-0.

The Consent Agenda consisted of the following actions:

- A. Expenses
 - 1. Approval of Paid Invoice Report – December 2014
 - 2. Approval of Paid Invoice Report – January 2015
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from December 15, 2014
 - 2. Approval of Meeting Minutes from January 22, 2015
- C. Other
 - 1. Adopt Resolution #1378 Records Disposition

IV. ACTION ITEMS:

A. CONSIDER: Annual Independent Audit and Financial Report for FY2014

Kevin Smith and Brad Berls, Eide Bailly, gave a report.

Commissioner Stacy Pearson arrived at 12:05 p.m.

Commissioner Zuckerman moved to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2014 financial statements and authorize staff to deliver this report to all appropriate entities. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

B. CONSIDER: T3 Designation for Athlos Academies, LLC

Todd Bunderson, CCDC Development Director, gave a report.

Jason Kotter and Ryan Van Alfen, Athlos Academies, gave a report.

Commissioner Zuckerman moved to designate the presented project as a T3 project and direct staff to negotiate terms and conditions for presentation of a T3 Participation Assistance Agreement at the next Board meeting currently scheduled for March 9, 2015. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

C. CONSIDER: Resolution #1376 Selecting Prequalified Contractors for 2015 Streetscapes

Mary Watson, CCDC Contracts Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1376 prequalifying Guho Corp. and Wright Brothers, The Building Company, Eagle LLC as the only two companies eligible to submit competitive bids for the 2015 Old Boise Streetscape Project and the 2015 Westside Streetscape Project.. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

D. CONSIDER: Resolution #1379 First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 999 West Main Street, Boise, Idaho ("Cap Center")

Todd Bunderson, CCDC Development Director, gave a report.

Commissioner Zuckerman moved to approve Resolution 1379. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

E. CONSIDER: T3 Designation & Letter of Intent with The Roost, LLC

Todd Bunderson, CCDC Development Director, gave a report.

Commissioner Zuckerman moved Designate project as potential T3 Special Assistance Project based on the non-binding Letter of Intent and direct staff to negotiate and finalize terms of a T3 Special Agreement for future Board Approval. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 8-0.

F. CONSIDER: T4 Designation with COB Public Works for Geothermal Expansion

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to designate the presented project as a Participation Program Type 4 project and direct CCDC staff to negotiate terms and conditions for presentation of a Type 4 Joint Powers Agreement at a future Board meeting. Commissioner McLean seconded the motion.

All said Aye. The motion carried 8-0.

G. CONSIDER: CIP Designation for Broad Street Design

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to authorize CCDC staff to procure professional design services and conduct, in cooperation with City of Boise staff, the Broad Street urban design study. Commissioner McLean 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.

VI. EXECUTIVE SESSION:

A motion was made by Commissioner McLean to go into an executive session at 1:38 p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code § 67-2345(1)(c)] and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 67-2345 (1)(f)]. Commissioner Eberle seconded the motion. A roll call vote was taken;

Commissioner Woodings; Aye

Commissioner McLean; Aye

Commissioner Shalz; Aye

Commissioner Hale; Aye

Commissioner Zuckerman; Aye

Commissioner Bieter; Aye

Commissioner Pearson; Aye

Commissioner Eberle; Aye

All said Aye. The motion carried 8-0.

Communications ensued to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Communications ensued to discuss acquisition of real property which is not owned by a public agency.

Commissioner Shalz left the meeting at 2:00p.m.

EXECUTIVE SESSION ADJOURNMENT:

A motion was made by Commissioner Zuckerman to adjourn executive session at 2:15 p.m. and return to the public meeting. Commissioner McLean seconded the motion. A roll call vote was taken;

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

All said Aye. The motion carried 7-0.

VII. ADJOURNMENT:

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

All said Aye.

The meeting was adjourned at 2:16 p.m.

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

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

| | | |
|--|---|-------------------------------|
| Agenda Subject: Sole Source Procurement of Tree Grates & Frames and Spending Authorization | | Date: March 9, 2015 |
| Staff Contact: Mary Watson | Attachments: 1. Specifications for Tree Grates & Frames and Benches 2. Resolution No. 1380 | |
| Action Requested: Confirm that sole source purchase of tree grates and frames for Fiscal Year 2015 is appropriate, and authorize the Executive Director to sign orders for tree grates and frames. | | |

Background:

The CCDC Board and Boise City Council have adopted the ***Downtown Boise Elements of Continuity*** (“Elements”) as part of the urban renewal plans for the Central, River Myrtle-Old Boise, and Westside Downtown urban renewal districts. The Elements identify the furnishings that will be used in downtown streetscapes including specifications for sidewalk paving, historic street lights, tree grates and frames, benches, bicycle racks, planters, and trash receptacles. Using a consistent palette of furnishings creates a distinctive and attractive identity for downtown Boise.

CCDC’s 2015 Streetscape Projects and the agency-owned section of 8th Street are located in these three urban renewal districts and require the purchase of new tree grates and frames in FY2015. We have learned from past streetscape projects that it is better to order certain furnishings in-house rather than having the contractor who will build the streetscape order them. The time it takes for delivery of tree grates and frames is sometimes eight to ten weeks. If the Agency waits until the contractor is selected for orders to be placed, it is likely that the furnishings will be delivered too late to keep the streetscape project on schedule. Additionally, CCDC benefits from in-house procurement by acquiring the furnishings without the 15% price markup by the contractor.

As CCDC’s yearly streetscape projects have become larger, the total cost of the tree grates and frames has increased. Idaho Code requires a formal, competitive sealed bid process be used to purchase furnishings totaling more than \$50,000.00 unless a purchase qualifies for sole source procurement. The cost for the tree grates and frames needed in FY2015 is expected to be over \$50,000.00.

The Elements specify that the “Kiva” tree grate and frame manufactured by Urban Accessories be used in Boise’s downtown streetscapes (see Attachment 1). There is only one manufacturer and one authorized distributor serving Idaho for the Kiva style grate and frame.

The state procurement rules set forth in Idaho Code § 67-2808(2) allow sole source expenditures, as follows:

“The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the personal property to be acquired. For purposes of this subsection (2), only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations:

...

(ii) Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;

...

(viii) Where competitive selection is impractical, disadvantageous or unreasonable under the circumstances.”

The streetscapes are a system requiring periodic maintenance, repair, and replacement. There are distinct advantages to CCDC using one type of ADA-compliant tree grate and frame that is compatible across all streetscape installations. Doing so simplifies having replacement parts on hand, speeds repair and replacement of an amenity that is wholly within the public right of way, lowers storage costs, and allows tree grate and frame modules to be used in any streetscape installation.

Fiscal Notes:

There are three projects that require ordering tree grates and frames in FY 2015. Staff has estimated the number of tree grates and frames required as follows:

| Project | Number of Tree Grates/Frames Required | Size | Estimated Per Unit Cost | Estimated Total Cost |
|--|---------------------------------------|---------|-------------------------|----------------------|
| River Myrtle-Old Boise Streetscape Project | 37 | 4' x 8' | \$1,555 with frame | \$57,535 |
| Westside Downtown Streetscape Project | 24 | 4' x 8' | \$1,555 with frame | \$37,320 |
| 8 th Street – Bannock to Main Replacement of non-ADA compliant grates with ADA compliant grates | 35 (no frames needed) | 4' x 4' | \$602 | \$21,070 |
| Subtotal | 96 | | | \$115,925 |
| Estimated Shipping | | | 5% of Order | \$5,796.25 |
| Contingency | | | 10% | \$12,172.13 |
| Total | | | | \$133,893.38 |

Staff Recommendation:

Staff is bringing two issues before the Board regarding street furnishings for Fiscal Year 2015. Sole source procurement was previously approved by the CCDC Board by Resolutions Nos. 1217 and 1246. Staff asks for the Board's approval again with the attached Resolution No. 1380. A change in the use of the Kiva tree grate and frame would require amending the adopted streetscape standards for downtown by both the CCDC Board and Boise City Council.

1. Confirming sole source procurement for tree grates and frames.

The circumstances which supported sole source procurement of tree grates and frames in previous years remain the same. Staff is requesting the CCDC Board confirm that sole source procurement is still appropriate. For the tree grates and frames, if the Board confirms that a sole source process is appropriate, there will be no sealed bid process.

If the Board elects to do so, public notices will be published as is required by Idaho Code prior to CCDC ordering the tree grates and frames.

2. Authorizing Executive Director to expend funds for purchase of the tree grates and frames.

CCDC staff has determined that at least three (3) orders will be needed this year. The total amount for each order will be over the Executive Director's spending authority. Staff is recommending that the Board authorize the Executive Director to expend up to \$135,000.00 cumulative total, which includes the cost of the tree grates and frames, shipping, and a 10% contingency should the number of tree grates and frames change.

Suggested Motion:

I move to adopt Resolution No. 1380 which includes:

1. Making findings and approving sole source procurement of "Kiva" tree grates and frames from Urban Accessories and Northwest Recreation of Oregon including required findings; and,
2. Authorizing the Executive Director to expend an amount not to exceed \$135,000.00 for Kiva tree grates and frames for Fiscal Year 2015.

ATTACHMENT 1
Specifications for Tree Grates & Frames and Benches

TREES AND GRATES

From Downtown Boise Elements of Continuity – Dated 3/12/2007

Street trees are selected to provide visual continuity along a single block face by using the same species. When planting new street trees, the trees should be the same species, of a similar caliper (size) and placed at a consistent and even spacing within the block face. When replacing a sick or dead tree, the new tree should be the same species of the other street trees on the block and be the largest caliper appropriate to facilitate continuity along the block face.

Tree grates should be “Kiva” 6’x6’ or 4’x8’, cast iron tree grates, as manufactured by Urban Accessories, Tacoma, Wash., or as approved by CCDC. The regional representative for Urban Accessories is Northwest Recreation in Portland, Ore. Grates shall be natural finish without powder coating or paint. Location and spacing of grates and street trees shall be as shown in the diagrams in the Downtown Boise Streetscape Standards or as otherwise approved by CCDC. Grates shall meet ADA standards.



RESOLUTION NO. 1380

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING THAT, CONSISTENT WITH THE REQUIREMENTS OF THE DOWNTOWN BOISE ELEMENTS OF CONTINUITY, NORTHWEST RECREATION OF OREGON IS THE SOLE SOURCE AVAILABLE FOR TREE GRATES AND FRAMES TO BE INSTALLED AS PART OF THE AGENCY'S 2015 STREETScape IMPROVEMENT PROJECTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO PROCURE TREE GRATES AND FRAMES FROM NORTHWEST RECREATION OF OREGON FOLLOWING THE NECESSARY PUBLICATION OF THE REQUIRED NOTICE; 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, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, Idaho Code, Title 50, Chapter 29, as amended and supplemented; and,

WHEREAS, following public hearings with notice duly published, the City Council adopted its Ordinance No. 5026 on August 19, 1987, its Ordinance No. 5597 on December 6, 1994, and its Ordinance No. 6576 on June 26, 2007, approving amended and restated urban renewal plans and making certain findings for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5, the most recent of which is the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Projects I and II, Idaho R-4 and R-5 ("2007 Amended Central Plan"); and,

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving 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 making certain findings; and,

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Downtown Urban Renewal Plan (the "Westside Plan"); and,

WHEREAS, the Agency and the Boise City Council have adopted the Downtown Boise Elements of Continuity as a part of the 2007 Amended Central Plan, River Myrtle-Old Boise Plan, and the Westside Plan ("Downtown Urban Renewal Plans"), which provide design details for how public spaces, streets, and sidewalks in the Central, River Myrtle-Old Boise, and Westside Downtown Urban Renewal Districts are to be improved to ensure a cohesive identity in downtown Boise. In its current form the Elements of Continuity address lighting, paving, landscaping, tree grates and frames, and street furniture such as benches, planters and trash containers, graphics and other pedestrian amenities; and,

WHEREAS, the Downtown Boise Elements of Continuity specifies the use of the Kiva tree grate and frame, manufactured by Urban Accessories, in downtown streetscapes; and,

WHEREAS, pursuant to the Downtown Boise Elements of Continuity, the Kiva tree grate and frame has been used consistently in numerous streetscape projects in downtown Boise and is ADA compliant; and,

WHEREAS, Agency staff have determined that Urban Accessories is the only manufacturer of the Kiva tree grate and frame and Northwest Recreation of Oregon is the only distributor of the Kiva tree grate and frame in Idaho; and,

WHEREAS, pursuant to Idaho Code § 67-2808(2), the Agency may procure the Kiva tree grates and frames without soliciting bids if the Agency Board finds there is only one vendor for these tree grates and frames due to but not limited to certain situations specified in Idaho Code § 67-2808(2)(i) through (viii) inclusive, and if the Agency publishes a notice in the Idaho Statesman indicating its intent to procure the tree grates and frames after fourteen (14) days to allow challenges to the sole source vendor finding. Upon expiration of the fourteen (14) days, the Agency is permitted to order the tree grates and frames.

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

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

Section 2. That the Agency Board finds:

a. The Elements of Continuity adopted by the Agency Board and the Boise City Council as part of the Downtown Urban Renewal Plans serve as design standards for streetscape projects in downtown Boise, and the Kiva model of tree grate and frame manufactured by Urban Accessories and distributed by Northwest Recreation of Oregon is the product specified in the Elements of Continuity for use in downtown Boise streetscapes.

b. Urban Accessories is the only manufacturer of the Kiva Tree grate and frame, and Northwest Recreation of Oregon is the only distributor available to supply the Agency with the Kiva tree grate and frame.

c. It is in the public interest to use a standard type of tree grate and frame in Agency streetscape projects because it simplifies project design, simplifies having replacement parts on hand, speeds repair and replacement of damaged or broken tree grates and frames, lowers storage costs, and allows tree grate and frame modules to be interchangeable and usable in any streetscape installation.

d. The compatibility of equipment, components, accessories, and replacement parts are of paramount consideration is selecting a manufacturer and supplier for the tree grates and frames for the Agency's streetscape projects.

Section 3. That the Agency Board declares that there is only one (1) manufacturer and one (1) distributor reasonably available to supply the Kiva model of tree grates and frames for the Agency's streetscape projects.

Section 4: That, following fourteen (14) days after publication of the notice of sole source procurement with no objections from vendors that can provide the Kiva model of tree grates and frames, the Executive Director is authorized to expend up to \$135,000.00 in Fiscal Year 2015 to procure the Kiva model of tree grates and frames from Northwest Recreation of Oregon for the 2015 River Myrtle-Old Boise and Westside Streetscape Projects, for upgrading the tree grates and frames on 8th Street between Bannock and Main to be ADA compliant, and for other minor streetscape improvements and repairs as needed.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on March 9, 2015.
SIGNED by the Chair of the Board of Commissioners, and ATTESTED by the Secretary to the Board of Commissioners, on March 9, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____



AGENDA BILL

| | | |
|---|---|-------------------------------|
| Agenda Subject: Consider Approval of 2014 Annual Report | | Date: March 9, 2015 |
| Staff Contact: John Brunelle, Executive Director | Attachments: 1. Draft of 2014 Annual Report | |
| Actions Requested: <ol style="list-style-type: none"> 1. Accept 2014 Annual Report. 2. Fulfill statutory publication and access requirements. | | |

Fiscal Notes:

None.

Background:

Idaho Code requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenue and operating expenses. These annual reports must be filed annually by March 31 with the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public hearing. Any member of the public is invited to comment on the draft 2014 Annual Report.

Once approved by the Board, the final report is filed with the City Clerk's Office and notice is published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office and CCDC. The Agency also publishes each year's report on its website.

Staff Recommendation:

Accept the 2014 Annual Report and direct staff to fulfill statutory publication and access requirements.

Suggested Motion:

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



2014 ANNUAL REPORT

Boise's redevelopment agency manages four redevelopment districts in downtown Boise. CCDC seeks to improve, develop, and grow the downtown economy and create vitality in the capitol city. 2014 was a year of significant economic gain and multiple redevelopment success stories. The newest district in the 30th Street Area was recently formed after an extensive community engagement effort and collaboration with the involved taxing districts who served on a steering committee to guide district formation. This process worked very well achieving broad consensus and support with a single dissenter testifying at the city council public hearing. In testimony, the lone dissenter noted that while they simply philosophically disagreed with the urban renewal approach they also agreed that the district area identified was legitimately defined and in dire need of revitalization. A few examples of recent redevelopment project successes in CCDC districts follow.

The Afton at 620 South 9th Street

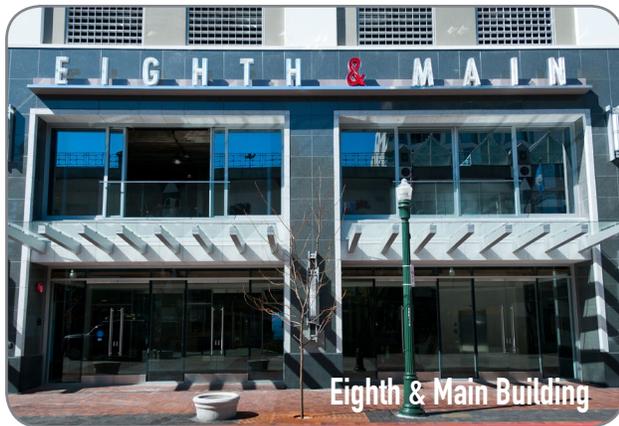
CCDC assembled multiple blighted parcels into a development site. The site had two long-time vacant and dilapidated warehouses located at the end of S 8th street which are now being transformed into an exciting new downtown condominium project. "The Afton" housing project was the winner of a widely distributed and very competitive RFQ/P which received six high quality proposals from both in-state and out-of-state development entities. A \$1.7 million land incentive is helping to create an economic spark in the midst of Boise's warehouse/cultural district by incentivizing the first condominium housing project downtown since the great recession of 2008. A local company (RMH Company/Mike Hormaechea) won the competition with a \$24-million 67-unit urban design condominium and mixed use project which incorporates structured parking, retail space, and live-work business units. This project is advancing well through a rigorous schedule of performance with construction scheduled to begin this year.



Renderings of the The Afton

Eighth & Main

Working collaboratively with Gardner Company, CCDC entered into a series of development agreements to enable the construction of Boise's tallest building in the core of downtown. This 18 floor, 364,000 SF beautiful new office tower incorporates retail, restaurant, and structured parking in a fully leased and tremendously successful redevelopment project for the city. An extensive public-private partnership was required to achieve this result. For instance, leveraging CCDC's Eastman Parking Garage for the office building ramp access to/from the building allows more restaurant and retail uses to occupy 8th Street (a CCDC-owned street) to further energize this popular and successful downtown location. The construction activity alone generated an estimated 1,000 construction jobs. Anchored by Zion's Banks Idaho headquarters many new business expansions now house additional professional jobs contributing to the state and local economy. The local tax base was strengthened and augmented when property values increased from about \$1 million to \$55 million at completion of the project. Beginning in 2019, taxing districts will share increased annual revenues of \$1 million annually supporting education and local public services via the enhanced tax base.



Owyhee Plaza

In a creative and very successful public-private adaptive reuse of Boise's iconic Owyhee Plaza hotel, this old hotel was converted into apartment living and office/conferencing space coupled with an expansion of a local restaurant, expansion of Metageek (a technology company), reactivation of the original outdoor rooftop deck, and reconstructed streetscapes/sidewalks around the building frontages even utilizing geothermal resources to melt winter snow. This 1910 beloved building on the National Historic Register required multiple private investor partners (Old Boise LLC and Local Construct LLC), historic tax credits, significant code updates, and redevelopment agency resources in the public realm to accomplish. The finished project examples a repurposed building with 36 renovated apartments converted from twice as many hotel rooms. The apartments are fully leased and the building has a refreshed historic façade reminiscent of the original design with just a few contemporary touches. Public infrastructure investments of approximately \$1.5 million leveraged over \$10 million in private building investment while creating new business expansion space and new workforce housing in the downtown core. The success of this housing project has generated a rekindled interest in urban housing for Boise and CCDC is now working with several prospective apartment projects with potential to add tens of millions of value to the tax base.

The Watercooler (A Business Incubator)

CCDC purchased this vacant heating and cooling building as a redevelopment site after the building sat idle for some time. During the economic downturn in 2008, a time when interest in construction waned for a multi-year period, CCDC partnered with a nonprofit entity to better utilize the building as an interim use for a business incubator effort. This effort proved to be successful in generating several new business ventures such as Inovus Solar Street Lighting while also serving as a location for creative conferencing space for Boise's technology sector. CCDC sought and received a \$200,000 US Small Business Administration economic development grant to improve the space for this incubator use allowing multiple start-up business occupants to soon fill up the building. One very notable "graduate" is Booklamp, a tech company that analyzes book texts for publishers founded by Aaron Stanton (similar to what Pandora does for music), who graduated into space in another downtown location before being purchased by Apple for between \$10 and \$15 million (as reported). This high profile start-up creates a top of mind connection between "Boise" and "software" encouraging more of the same here in the Capitol City of Boise. Presently with the improved economy for real estate of today this property is currently being advertised in a RFQ/P for redevelopment. A transition plan for current building occupants is in the works with an opportunity to move to a new downtown incubator/accelerator space being formed.



City Center Plaza

This multifaceted interagency public-private partnership nearly completes the last buildable parcel in Boise's Central District. With an estimated construction value of over \$70 million the project represents some of the best cooperation, creativity, and vision the Treasure Valley has seen in a building project. Cooperation and many agreements between the Ada County Highway District, Valley Regional Transit, City of Boise, the Greater Boise Auditorium District, Boise State University and Gardner Development Company will result in 350,000 new square feet of high rise mixed use space constructed adjacent to (and underneath) the CCDC-owned Grove Plaza. CCDC is playing an essential role in matching and leveraging a \$10 million dollar Federal Transit Administration grant with \$2.4 million of local funds to construct a new multimodal transportation center improving transit services downtown. CCDC assistance requires condominiumizing of below grade space (under the Grove Plaza) together with environmental remediation, streetscape improvements, and public plaza enhancements of approximately \$750,000. These combined efforts will enable Clearwater Analytics—a Boise technology company—to expand and consolidate operations in downtown while capturing the synergies of co-occupying a building with BSU's computer science education program. Together with significantly expanded convention facilities on this site, Boise's convention business will be able to compete for a more conventions and bigger conventions; conventions which bring significant spending into the city through hotel, restaurant and retail spending. Other new restaurants in the buildings will include patio dining fronting the spaces on the Grove Plaza bringing additional vitality to this tremendously popular public space. Construction of this project is underway and scheduled to complete in 2016.

CCDC Development Participation Program

Closely following Idaho urban renewal law CCDC has developed a very successful program to stimulate downtown development with public infrastructure. The program includes grants, general development assistance for public infrastructure improvements, a special projects approach which may allow for construction of public parking facilities, capital improvement coordination with private project timing, and a targeted approach to redevelopment of specific disinvested properties. Boise's redevelopment effort has a history of success and a new round of recent building projects creating new office, retail, restaurant, apartment, condominium, fitness, business start-up and business expansions in Boise has occurred.

Downtown Boise Public Parking System

CCDC has a successful track record of partnering with many private development companies to better utilize prime real estate in downtown Boise. These partnerships focus on building public parking garages in a way that is coordinated with private development to include retail, restaurant and office uses to create mixed uses, active spaces, and an expanding downtown economic engine for the City of Boise. Recent of approximately \$2 million made into automated parking technology have improved both operational cost efficiencies and utilization of public facilities allowing expanded parking to occur as requested by expanding downtown business. CCDC is currently in discussions with private development interests on several new parking facilities which would incorporate uses including housing, hotel, apartment, retail, and office buildings.



AGENCY PROPERTIES FOR REDEVELOPMENT

CCDC obtains strategic properties with redevelopment potential. Generally the Agency will issue a Request for Proposals (RFP) with specific information about redevelopment objectives for the property and how the private sector can participate in the project. CCDC owns the below properties and is planning for their redevelopment. The list does not include other CCDC-owned properties such as the Grove Plaza, the 8th Street café zone, etc. and the six public parking garages since they have been dedicated as public facilities or open spaces.



1) 620 SOUTH 9TH/611 S 8TH/ROW (1.21 ACRES)

Acquired in 2001 as a Cultural District redevelopment property, this parcel went through a highly competitive RFQ/P process and “The Afton” housing project was the winner. The developer is Boise based and is proposing a phased \$24-million, 67-unit urban design condominium and mixed use project which incorporates structured parking, retail space, and live-work units. This project is advancing well through its schedule of performance with disposition and construction scheduled to begin later this year.

2) 429 SOUTH 10TH (0.08 ACRES)

This land was acquired in 2001 to help bundle property for a private mixed-use development in the River Street neighborhood. It is south of Myrtle Street near the JUMP project and presents an opportunity for future development.

3) 1401/1413 WEST IDAHO (0.37/0.18 ACRES)

This building and adjacent parcel were acquired in 2003 and 2005 and is currently the WaterCooler, a non-profit business incubator comprising an array of technology businesses in support of local economic development. One notable “graduate” is Booklamp, a tech company that analyzes book texts for publishers founded by Aaron Stanton. Booklamp was recently purchased by Apple for

between \$10 and \$15 million (as reported). Currently CCDC is going through a competitive RFQ/P selection process with redevelopment submittals due in Spring 2015.

4) FRONT STREET REMNANT (0.32 ACRES)

Left over from the Front Street realignment, this parcel was acquired in 2007 to combine with adjacent land in a mixed-use development project. The project was put on hold due to the recession and CCDC is now exploring ways to add active uses to the site until such time as it can be used for redevelopment.

5) 503/509/511 S ASH (0.09/0.2/0.16 ACRES)

These small parcels were acquired in 2006, 2007, and 2011 for the Pioneer Corridor pathway project. They are currently used as temporary public open space adjacent to the Pioneer Walkway pending redevelopment. The properties now represent a new opportunity for an infill project and CCDC aims to put out a RFQ/P in 2015.

6) 617 S ASH (0.14 ACRES)

Like the above parcels, this was also acquired in 2011 for the Pioneer Corridor redevelopment project. It includes a 100-year-old house of historical and cultural value to be preserved in the River Street neighborhood.

FINANCES

Statement of Net Position

The Statement of Net Position reports on the assets and liabilities of the Agency. Notable changes in Net Position value are typically the result of large debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's combined Net Position increased \$4.6 million from the previous year, the result of planned capital projects deferred into Fiscal Year 2014 and beyond. The increase in Total Assets is attributable to additional cash and investments in the River-Myrtle District Revenue Allocation fund. Capital Assets (land, buildings, equipment, parking facilities, and other) account for 56% of the Agency's net position with the balance providing for ongoing obligations and subsequent year activities. The Agency implemented GASB Statement No. 65, Items Previously Recognized as Assets and Liabilities that directs debt issuance costs to be expensed in the year of issuance rather than being capitalized. The result is an upward adjustment and restatement of \$1,054,879 to the FY 2013 total.

TABLE 1
Statement of Net Position
As of September 30, 2013 and 2014

| | 2013 | 2014 | Percentage Change 2013-2014 |
|---------------------------------------|----------------------|----------------------|-----------------------------------|
| Current & Other Assets | \$ 72,750,356 | \$ 73,699,574 | 1.3% |
| Capital Assets | 22,203,369 | 22,289,241 | 0.4% |
| Total Assets | 94,953,725 | 95,988,815 | 1.1% |
| Deferred Outflows of Resources | 211,305 | 148,040 | (29.9%) |
| Long-term Debt Outstanding | 61,990,000 | 56,015,000 | (9.6%) |
| Other Liabilities | 3,571,514 | 3,569,686 | (24.9%) |
| Total Liabilities | 65,561,514 | 58,697,129 | (10.5%) |
| Deferred Inflows of Resources | 8,712,992 | 11,019,454 | 36.7% |
| Net Position | | | |
| Net Investment in Capital Assets | 12,650,179 | 14,399,834 | 13.8% |
| Restricted & Unrestricted | 8,240,345 | 11,132,881 | 35.1% |
| Total Net Position | \$ 20,890,524 | \$ 25,532,715 | 22.2% |

Statement of Activities

The Statement of Activities reports on the Agency's operating revenues and expenditures. Fiscal Year 2013 data has also been restated to conform to GASB 65, Items Previously Recognized as Assets and Liabilities.

Revenues:

Program Revenues include pass-through lease revenues from Ada County dedicated solely to retiring Courthouse construction bonds and the Agency's second key revenue source generated by its six garage, 2,500 stall Downtown Public Parking System. Proceeds operate and maintain the system. General Revenues include the Agency's primary revenue source, property tax increment, that drives redevelopment plan implementation in the four districts. Overall, increment revenues increased \$171,055 and total Agency revenues increased \$197,219 compared with the prior year reflecting improving economic conditions and higher property values.

Expenses:

Overall the three Program Expenses categories decreased year-to-year by 12.4%. Community Development expenses, the general costs of fulfilling the Agency's mission, decreased due to planned capital projects being deferred to FY 2014 and beyond. Interest on Long-Term Debt decreased as scheduled debt service reduced interest obligation. The cost of operating the Agency's parking facilities decreased with increased automation. Overall, total Agency expenses in fiscal year 2014 decreased \$1,702,042.

TABLE 2
Statement of Activities
For Years Ended September 30, 2013, and 2014

| | <u>2013</u> | <u>2014</u> | <u>Percentage Change 2013-2014</u> |
|--|----------------------|----------------------|--|
| Revenues | | | |
| Program Revenues | | | |
| Charges for Services | \$ 2,072,269 | \$ 2,037,729 | (1.7%) |
| Operating Grants & Contributions | 989,797 | 580,212 | (41.4%) |
| Parking | 4,448,882 | 4,915,693 | 10.5% |
| Total Program Revenue | <u>7,510,948</u> | <u>7,533,634</u> | <u>0.3%</u> |
| General Revenue | | | |
| Property Tax Increment | 9,000,276 | 9,171,331 | 1.9% |
| Unrestricted Investment | | | |
| Earnings | 5,140 | 8,618 | 67.7% |
| Total Revenues | <u>16,516,364</u> | <u>16,713,583</u> | <u>1.2%</u> |
| Expenses | | | |
| Program Expenses | | | |
| Community Development | 6,660,296 | 5,540,886 | (16.8%) |
| Interest on Long-Term Debt | 3,366,322 | 3,076,447 | (8.6%) |
| Parking Facilities | 3,746,816 | 3,454,059 | (7.8%) |
| Total Program Expenses | <u>13,773,434</u> | <u>12,071,392</u> | <u>(12.4%)</u> |
| Special items | | | |
| Increase (Decrease) in Net Assets | 2,742,930 | 4,642,191 | |
| Net Position - Beginning | 18,147,594 | 20,890,524 | 15.1% |
| Net Position - Ending | <u>\$ 20,890,524</u> | <u>\$ 25,532,715</u> | <u>22.2%</u> |

Outlook

The Agency is experiencing strong, renewed interest in downtown development across multiple use types. Any lingering effects of the 2008 Great Recession have disappeared in downtown Boise. Stabilized, upward-trending property values coupled with slight declines in levy rates have resulted in a modest overall increase in property tax increment revenue for fiscal year 2014. Major construction projects were completed in fiscal year 2014 in the Central District (8th & Main building), River Myrtle – Old Boise District (Trader Joes and associated development) and Westside District (renovation of the historic Owyhee Hotel). Major new projects that are scheduled for completion in 2016 are currently under construction in Central District (City Center Plaza and associated underground Multi-Modal Center with a convention center expansion component expected to begin in fiscal year 2015) and Westside District (JUMP, aka Jack's Urban Meeting Place). Progress is being made on a number of additional major developments proposals. Addressing concomitant parking demand via structure parking is an important part of several of the projects. CCDC's strong financial position bolsters its role as a key, in-demand collaborator for the continued and accelerating drive to build vibrancy into Boise's downtown.



AGENDA BILL

| | | |
|---|--|-------------------------------|
| Agenda Subject: Resolution #1381 Selecting On-Call Parking Consultant. | | Date: March 9, 2015 |
| Staff Contact: Max Clark, Parking & Facilities Director | Attachments: 1. Background Information on Kimley-Horn 2. Resolution #1381 | |
| Action Requested: Adopt Resolution #1381 authorizing the Executive Director to negotiate and enter into a five year, non-exclusive agreement with Kimley-Horn for on-call parking consultant services. | | |

Fiscal Notes: There is no direct cost to entering into this agreement. Fees/costs associated with specific projects will be negotiated on a case by case basis. Each consultant submitting a Statement of Qualifications (SOQ) has submitted a rate sheet for our information.

Background: For at least the past decade we have retained a nationally recognized on-call parking consultant to assist us with parking related issues. CCDC conducted an RFQ process in 2003, 2005 and 2009 to select a parking consultant, and in each case, hired Carl Walker, Inc. Our most recent contract with Carl Walker, Inc. expired last year.

High priority projects that the agency has in mind for which professional assistance is needed include:

- Revisiting the vision and mission for the DPPS (Downtown Public Parking System).
- Establishing a long term strategic plan for the parking system.
- Rebranding the DPPS.
- Long-term preservation of the parking garages as important assets.
- Conducting a rate analysis (which is typically done every 4 years and is overdue).
- Participating in International Parking Institute's Framework on Sustainability and the Green Parking Council's Green Garage Certification Program.
- Identifying what alternative models exist for the day-to-day operation of the DPPS
- Improving coordination between the on-street parking system (managed by Boise City) and the off-street public parking systems (owned by CCDC and private entities).
- Achieving better utilization of the existing inventory of public parking.
- Evaluating what part CCDC should play in addressing future demands for public parking.
- Exploring if innovative partnerships with private and other public entities could be forged to supply public parking.
- Exploring if the demand for public parking can be lessened through Traffic Demand Management (TDM) and other initiatives.

- Analyzing options for what happens to the DPPS as the Central Urban Renewal District sunsets.

Comprehensive, strategic planning for the DPPS, parking in the downtown generally and rate analysis are our top parking priorities for 2015-2016.

CCDC initiated a Request for Qualifications (RFQ) process in November to assess the current expertise available from regionally and nationally recognized professional parking consultants on the issues noted above. The RFQ was completed in December and distributed on January 13, 2015 to a list of ten parking consultants known to staff or whose names were recommended by colleagues in professional parking organizations. The RFQ was also posted on CCDC's website and sent to a list of companies who circulate RFQs to consulting firms.

Notice of the RFQ was published in the Idaho Statesman on January 13 and 20, 2015.

Eight companies registered with CCDC as interested in the RFQ, and four firms submitted an SOQ by the due date and time on February 11, 2015. These firms and their closest office expected to serve CCDC are:

Desman Associates, Denver
Kimley-Horn, Phoenix
Kittelson & Associates
Walker Parking, Denver

Interviews of all four firms were conducted by an evaluation panel on February 25-26, 2015.

The evaluation panel included six individuals including representatives from our major transportation & parking partners. Members were:

Joshua Saak: ACHD, Traffic Engineering
Nicole Nimmons: BSU, Parking & Transportation
Hal Simmons: Boise City Planning & Development Services
Craig Croner: Boise City Parking Services
Mary Watson: CCDC Contracts Manager
Max Clark: CCDC Parking & Facilities Director

After studying the written submittals, interviewing all four firms and deliberating amongst the panel members, the rank ordering of the respondents was:

1. Kimley-Horn
2. Walker Parking
3. Kittelson & Associates
4. Desman Associates

The rationale was that while both Kimley-Horn and Walker provided the greatest depth and breadth of parking resources available, Kimley-Horn provided the most thoughtful approach to parking analysis. Their responses had strong emphasis on the strategic planning and policy side of issues noting resources, case studies and methods from other jurisdictions that might be applicable to Boise's situation. Kimley-Horn also demonstrated practical, operational experience. The Walker team's written work was excellent, and they exhibited energy and enthusiasm, but did not have the same depth of expertise and experience as the highest firm.

Kittelsohn put together a creative response/team, utilizing a well-regarded parking consultant from Portland, in addition to competent Portland economic development and design/engineering expertise. However, as noted above it was felt by the panel that the larger companies provided more resources that could be deployed to assist us with any task we had.

Other than garage design, it was felt that Desman did not have the desired depth in other areas we were looking for.

Staff Recommendation:

Staff recommends we enter into a five year, non-exclusive agreement with Kimley-Horn for on-call parking consulting services.

Suggested Motion:

I move to adopt Resolution 1381 authorizing the Executive Director to negotiate and enter into a five year, non-exclusive agreement with Kimley-Horn for on-call parking consultant services.

king
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Prepared by:
Kimley»Horn
Expect More. Experience Better.



ON-CALL

Park
Cons
Serv

Prepared for:
**C C CAPITAL CITY
D C DEVELOPMENT CORP**



Why Select Kimley-Horn

- We are leaders in developing parking as an economic development strategy
- We develop innovative, pragmatic, and implementable parking and access management solutions
- We offer a unique and highly successful community engagement strategy linking parking and downtown revitalization
- We apply a strategic approach to parking and community access management
- We are a recognized industry leader in parking and have extensive experience working in Boise
- We will actively work with the CCDC team to maximize project efficiencies and reduce project costs

Contact Information

Dennis Burns, CAPP
Kimley-Horn
7740 N. 16th Street ■ Suite 300
Phoenix, AZ 85020

☎ 480.290.5274 (Cell)
☎ 602.906.1125 (Direct)
✉ dennis.burns@kimley-horn.com



PROJECT MANAGER

L. Dennis Burns, CAPP (Associate) 🔑

MANAGEMENT STUDIES

Brett Wood, P.E., CAPP 🔑
(Associate)
Sarah Mertins
(Planning Analyst)
Adria Koller, AICP
(Project Planner)

TECHNOLOGY

Chuck Reedstrom, CAPP 🔑
(Associate)
Khurshidal Hoda, CPP
(Project Engineer)

RESTORATION

Adam Cochran, P.E. 🔑
(Vice President)
Jerry Pertzsch, P.E.
(Associate)

DESIGN

Dean Penny, P.E. 🔑
(Principal)
Kevin Kimm, P.E.
(Vice President)
Sanjay Pandya, P.E.
(Project Engineer)

ADDITIONAL IN-HOUSE RESOURCES

COMPLETE STREETS

Brian Valentine, P.E., LEED AP
(Associate)

TRANSPORTATION DEMAND MANAGEMENT

Jeffrey Smith, P.E., LEED AP
(Associate)

ELECTRICAL

Pete Syntax, P.E., LEED AP
(Associate)

FINANCIAL STRATEGIES

Jamie Licko
(President, Centro, Inc.)

BRANDING/SIGNAGE

Todd Pierce
(President/CEO, PICTOFORM)

LANDSCAPE ARCHITECTURE

Adam Perillo, PLA
(Senior Associate)
Brian Sager, PLA, CID, LEED AP
(Project Engineer)

TRAFFIC

Curtis Rowe, P.E, PTOE
(Vice President)

URBAN PLANNING

Steve Stansberry, AICP
(Vice President)

ON-STREET PARKING

Joe Spencer
(President, Spencer Consulting)

🔑 = Key Personnel

ORGANIZATIONAL CHART

STRATEGIC PARTNERS

COMMUNITY ENGAGEMENT/ STRATEGIC COMMUNICATIONS

Vanessa Solesbee
(President, Solesbee Group)

STRATEGIC PLANNING/ DISTRICT MANAGEMENT

David Feehan
(President, Civitas Consultants, LLC)

EASTMAN
PUBLIC PARKING

About Kimley-Horn

As one of the country's premier planning and design consulting firms, Kimley-Horn has many disciplines but only one expertise: making our clients successful. Since 1967, Kimley-Horn has provided comprehensive consulting services to clients nationwide. Our stellar staff delivers outcomes you can depend on and utilizes the industry's strongest techniques and technologies. You get a convenient one-stop source for engineering and planning services, streamlining consultant coordination and communication. With more than 70 offices and experts from coast to coast, Kimley-Horn is your one-stop consultant for:

- Parking
- Place Making
- Traffic Engineering
- Transportation
- Sustainable Design
- Urban Design
- Electrical Engineering
- Energy Services
- Environmental Services
- Forensics
- Intelligent Transportation Systems
- Land Development
- Security Systems
- Transit Planning and Design
- Electric Vehicle Charging
- Wireless Communications
- Landscape Architecture



Leadership

Dennis Burns, CAPP, will serve as Kimley-Horn's primary contact throughout the duration of this project. Dennis is a nationally recognized parking expert with over 30

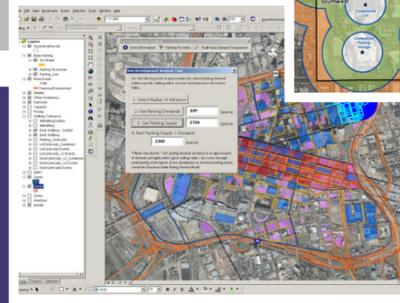
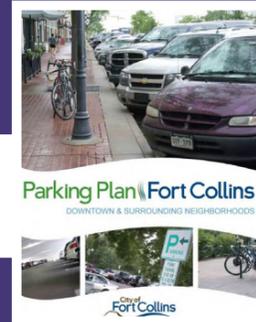
years of parking consulting and management experience. He has hands-on parking management experience in municipal, university, healthcare, and airport environments. His direct parking management experience allows him to understand functional and operations issues from the customer's perspective. **In the past 10 years, Dennis has focused on municipal parking programs and business district development as an area of special expertise.** He has led national research and analysis efforts in the areas of parking system organizational development, parking as an economic development strategy, parking system strategic planning, parking and transportation program integration, and parking system branding/marketing.



Benefits of Selecting Kimley-Horn

NATIONAL AND LOCAL EXPERTISE

The Kimley-Horn team will provide the CCDC with a project team assembled specifically to address the stated needs of the CCDC and Boise City. Our team provides both best in national and local expertise. Project Manager Dennis Burns, CAPP, is a national expert on strategic parking and transportation planning who has extensive experience serving CCDC. He is supported by a team of experts in parking technology, parking facility design, and parking facility restoration. Kimley-Horn will leverage our team's significant national expertise and local knowledge to provide CCDC with a customized approach to each task based on real-world solutions and national best practices



Brett Wood, P.E., CAPP
Management Studies



Adam Cochran, P.E.
Restoration



Chuck Reedstrom, CAPP
Technology



Dean Penny, P.E.
Design

STRATEGIC TEAMING PARTNERS



Vanessa Solesbee
Community Engagement /
Strategic Communications
Solesbee Group



Joe Spencer
On-Street Parking
Spencer Consulting Services



Jamie Licko
Financial Strategies
Centro, Inc.



Todd Pierce
Branding/Signage
PICTOFORM



David Feehan
Strategic Planning/District
Management
Civitas Consultants, LLC

CCDC Parking Study Experience

- Downtown Boise Public Parking System Review (2002)
- Parking Demand Estimate for BoDo Project (2003)
- Alternative Financing Methodologies (2006)
- Parking Asset Valuation Assessment (2006)
- Capital Terrace Assessment (2007)
- CCDC Parcel 9 Evaluation (2006)
- Parking Operations RFP (2007)
- Supply/Demand Study (2008)
- Boise Center Parking Study Review (2008)
- Supply/Demand Study (2008)
- Parking System Rate Assessment (2008)
- CCDC Parking Management Plan Update (2009)



RESOLUTION NO. 1381

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 RANKING OF KIMLEY-HORN AND ASSOCIATES, INC. AS THE HIGHEST RANKED RESPONDENT TO THE REQUEST FOR QUALIFICATIONS FOR ON-CALL PARKING CONSULTANT SERVICES ISSUED ON JANUARY 13, 2015; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO AN ACCEPABLE CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, following public hearings with notice duly published, the City Council adopted its Ordinance No. 5026 on August 19, 1987, its Ordinance No. 5597 on December 6, 1994, and its Ordinance No. 6576 on June 26, 2007 approving amended and restated urban renewal plans for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5, the most recent of which was in 2007 ("2007 Amended Central Plan"); and,

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan ("River Street Plan") and making certain findings; and

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 6362 on November 30, 2004, approving 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"); River Myrtle-Old Boise Plan and making certain findings;

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Downtown Urban Renewal Plan (“Westside Plan”); and,

WHEREAS, the 2007 Amended Central Plan, River Myrtle-Old Boise Plan and Westside Plan (collectively, the “Downtown Urban Renewal Plans”) identify a public parking system as an important factor in the economic revitalization of and creation of a walkable urban center in downtown Boise; and,

WHEREAS, the Agency owns and operates the Downtown Public Parking System (DPPS) which includes six parking garages and 2,555 spaces, in part as a significant investment in implementing the Downtown Urban Renewal Plans and in the vitality of downtown Boise; and,

WHEREAS, the Agency regards the DPPS as an important asset to the Agency, which requires planning for its long term preservation and operation; and,

WHEREAS, the Agency regards revisiting the vision and mission for the DPPS, establishing a long term strategic plan for the DPPS, reassessing the rate structure used for the DPPS, and evaluating alternative models for how to manage and operate the DPPS as high priority issues deserving immediate attention; and,

WHEREAS, the Agency is in need of professional expertise on a variety of issues related to parking including but not limited to evaluating how to better utilize the current supply of downtown public parking, how to better coordinate the on-street parking (managed by Boise City) and off-street parking (owned by the Agency); exploring innovative and cost-effective ways to expand the public parking supply and meet future parking demands and assessing what role the Agency should play in this endeavor; exploring how public-private partnerships could contribute to the parking supply; and exploring if the current and future parking demand could be reduced through traffic demand management (TDM) and other initiatives; and,

WHEREAS, the Agency is interested in learning how it could participate in the International Parking Institute’s Framework on Sustainability and the Green Parking Council’s Green Garage Certification Program and what the costs and benefits of participating would be; and,

WHEREAS, analyzing options for what happens to the DPPS as the urban renewal districts sunset has become a more immediate issue; and,

WHEREAS, the Agency has made a practice of retaining a professional parking consultant on an on-call, non-exclusive basis since 2003, and is in need of professional parking consulting services to address the issues set forth above; and,

WHEREAS, the Agency issued a Request for Qualifications for Professional Parking Consultant Services (RFQ) on January 13, 2015, and published notice of the RFQ on January 13, and 20, 2015, in the Idaho Statesman; and,

WHEREAS, the deadline for submitting Statements of Qualifications (SOQ) was February 11, 2015 at 3:00 p.m.; and,

WHEREAS, on January 13, 2015, by 3:00 p.m., Agency staff received SOQs from by Kimley-Horn and Associates, Inc. (“Kimley-Horn”), Walker Parking, Kittelson & Associates-Rick Williams Consulting, and Desman Associates (collectively, the “Respondents”); and

WHEREAS, Agency staff reviewed the SOQs from the four Respondents and determined that each of the four Respondents provided the submission materials required by the RFQ; and,

WHEREAS, the Agency convened an evaluation panel consisting of representatives from the Ada County Highway District (ACHD), Boise State University (BSU), Boise City, which are the Agency’s major transportation and parking partners, and the Agency’s Parking and Facilities Director and Contracts Manager (“Evaluation Panel”) to review the SOQs submitted by the Respondents; and,

WHEREAS, the Evaluation Panel examined the SOQs from the Respondents and conducted interviews with each of the Respondents, and the Agency staff checked references on the top two Respondents in the Evaluation Panel’s initial ranking; and,

WHEREAS, the Evaluation Panel has recommended that the Respondents be ranked as follows:

1. Kimley-Horn
2. Walker Parking
3. Kittelson & Associates
4. Desman Associates

WHEREAS, Agency staff recommends the Agency Board approve the ranking of Kimley-Horn as the highest ranked Respondent to the Request for Qualifications for On Call Parking Consultant Services and authorize the Agency’s Executive Director to negotiate and enter into a five year, non-exclusive agreement with Kimley-Horn for on-call parking consultant services.

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 Agency Board hereby finds that each Respondent to the RFQ is hereby qualified for consideration by the Agency, based on the Agency staff's determination that the SOQ submitted by each Respondent supplied the submission materials required by the RFQ.

Section 3: That the Agency Board hereby finds that the Evaluation Panel and the Agency staff have recommended that Kimley-Horn be ranked as the highest ranked Respondent to the RFQ, based on the examination of the SOQs by the Evaluation Panel and results of the Evaluation Panel's interviews with the Respondents and selected reference checks by Agency staff of the top two Respondents from the Evaluation Panel's initial ranking.

Section 4: That the Agency Board does hereby approve the ranking of Kimley-Horn as the highest ranked Respondent to the RFQ.

Section 5: That the Agency Board does hereby authorize the Executive Director to negotiate and enter into a five year, non-exclusive professional services agreement with Kimley-Horn for on-call parking consultant services.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____



AGENDA BILL

| | | |
|--|--|-------------------------------|
| Agenda Subject: Award Contract for Historic Street Lights and Authorize Expenditure of Funds | | Date: March 9, 2015 |
| Staff Contact: Mary Watson | Attachments: A: Depiction of Historic Street Light B: Results of Bid Opening C: Resolution #1375 | |
| Action Requested: Adopt Resolution #1375 Awarding Contract for Historic Street Lights and Authorizing the Executive Director to Expend Funds | | |

Background:

CCDC's FY2015 budget includes funding for streetscape projects in River Myrtle-Old Boise and Westside urban renewal districts, including the procurement and installation of approximately 50 historic street lights. CCDC uses Boise City's specifications for the historic street lights because the lights become the property of the City after they are installed and inspected – the City maintains them over the years and pays for electricity. See Attachment A for a depiction of the historic street light.

Beginning in 2010, CCDC began procuring certain street furnishings in-house rather than having the contractor who will build the streetscapes order them. Not only does this save the agency money by not having to pay a contractor's typical 15% markup, in-house procurement of historic street lights can help with safety and timely completion of the streetscape projects. Some of the early items installed in a streetscape project are the anchor bolts for the street lights. It is desirable to have the historic light poles delivered as soon as possible after the anchor bolts are installed in order to cover the exposed anchor bolts which pose a safety hazard to the general public. Lead time on street lights is 8-10 weeks. If CCDC waits until the contractor is selected for the streetscape projects, and then has that contractor order the street lights, delivery of the poles and attachment to the exposed bolts may be very near the end or even after the end of construction.

Idaho Code requires CCDC obtain sealed bids for purchases of street furnishings in excess of \$50,000.00. During the preparation of bid documents, CCDC staff used the Boise City specifications for historic street lights which included two assemblies that are acceptable to the City:

- Antique Street Lamps pole with Holophane glass globe and LED light fixture
- Continental Pole with Continental glass globe and Cooper LED light fixture

CCDC staff issued an invitation for sealed bids for the 2015 Historic Street Lights on January 5, 2015, with bids due January 29, 2015, by 3:00 p.m. At the time the bid invitation was issued, the exact number of street lights needed was unknown and was estimated to be at least thirty-five (35) street lights. The Invitation to Bid made it clear that this number was for bidding purposes to get unit prices and that the actual number ordered might be higher or lower than this figure. Construction information now tells us we will need 24 historic street lights for the first streetscape project (River Myrtle-Old Boise) and 25 historic street lights for the second streetscape project (Westside) for a total of 49 historic street lights. The bid invitation required unit pricing information so that CCDC has the flexibility to order the correct amount needed for each of the two streetscape projects. The attached Resolution #1375 includes authorization for the Executive Director to order all of the historic street lights needed from the lowest responsive bidder.

Safety Certification

Soon after the Invitation to Bid was issued on January 5, 2015, CCDC staff learned from Mike Hedge, Municipal Lighting Technician at Boise City, that one historic street light assembly was not presently safety-certified by a Nationally Recognized Testing Laboratory. While the Cooper Lighting LED fixture was safety-certified as a retrofit, the combination of the Continental pole, Continental historic glass globe, and Cooper Lighting LED fixture were not safety-certified as a complete assembly and would not be accepted by Boise City upon installation. Mr. Hedge noted that the assembly was in the process of being certified by UL (UL LLC) but the amount of time needed to obtain certification was uncertain. This UL review and approval status was also confirmed by the local distributor, Idaho Lighting Solutions. On this information from Mr. Hedge and Idaho Lighting Solutions, staff decided to issue an Addendum No. 1 to the bid invitation extending the bid deadline and other associated action dates by approximately one month in the hopes that the certification process would be complete in time for bidders to bid on either assembly.

Since compliance with the City's specifications is critical, Addendum No. 1 noted that in order to be accepted the street lights being bid had to be "UL Listed" at the time of bid opening. Unfortunately, CCDC staff used the term "UL Listed" in Addendum No. 1 based on a layman's understanding of Boise City's certification requirement. Just before the revised bidding deadline, a question was raised about the certification held by the Antique Street Lamps / Holograph assembly. CCDC staff contacted Mr. Hedge who confirmed the assembly had certification from CSA-us and that there are, in fact, *multiple* Nationally Recognized Testing Laboratories (NRTL) which provide certification of electrical equipment and assemblies that are acceptable to Boise City. The City regarded the CSA-us certification as equivalent to the UL certification. Staff was quick to email the registered bidders to notify them that CCDC relies on the Boise City specifications and their acceptance of NRTL safety certification. The registered bidders were told UL, CSA, and other testing laboratories could provide acceptable certification – not just UL. The Invitation to Bid noted that the street lights had to meet Boise City standards or the bid would be rejected.

Bid Opening

Four firms registered indicating their interest in this bid invitation, and three of those firms submitted bids by the February 26, 2015, deadline of 3:00 p.m. One bid, received from **General Supply & Services, Inc.**, doing business as Gexpro, was rejected because it was submitted by fax instead of by sealed envelope as required by Idaho Code § 67-2805(3)(a)(iii) and as required in the Invitation to Bid. Additionally, the Gexpro submission failed to include a signed original copy of the agency's Waiver & Release Form. The other two bids were from **Alloway Electric Co., Inc.**, bidding on a non-certified Continental / Cooper assembly, and **Graybar Electric, Inc.**, bidding on a CSA-certified Antique Street Lamps / Holophane assembly. See Attachment B for results of the bid opening.

Based on the specifications, including the NRLT certification required by Boise City, Graybar Electric was the lowest responsive bidder with a bid of \$65,240 for thirty-five (35) historic street lights and a unit price of \$1,864.00 per street light. The unit price is available to CCDC until December 31, 2015, and will be used to place orders with Graybar Electric for historic street lights for the two 2015 Streetscape Projects and for additional historic street light components if needed.

To date, NRLT certification still has not been received for the Continental pole, Continental glass globe, and Cooper Lighting LED fixture historic street light assembly bid by Alloway Electric. In fact, staff has learned the assembly is now being reviewed by ETL, another testing laboratory that can provide safety certification that is accepted by Boise City, because UL Listed approval is so back-logged.

Fiscal Notes:

The CCDC FY 2015 budget includes funds for streetscape projects in the River Myrtle-Old Boise and Westside urban renewal districts. These projects require the installation of historic street lights (historic light pole, glass globe, and LED fixture). Bids were received from three (3) companies:

| | | |
|------------------|---|-----------------------------|
| Alloway Electric | \$56,070.00 | \$1,602.00 per street light |
| Gexpro | < rejected – not a sealed bid, no signed Waiver & Release > | |
| Graybar Electric | \$65,240.00 | \$1,864.00 per street light |

The bid by Alloway Electric is lower but, because of the safety-certification requirement, the bid cannot be deemed the lowest responsive bid under Idaho Code § 67-2806(2) for failure to meet the bid specifications. The bid from Graybar Electric is the lowest responsive bid, and the bid amount fits within the expected budget for the 2015 Streetscape Projects.

Staff Recommendation:

Adopt Resolution #1375 (attached hereto as Attachment C) which:

1. Rejects the apparent low bid by Alloway Electric Co., Inc., because it does not meet the Boise City specifications set forth in the bid invitation and because Boise City would not accept installation of the offered historic street light assembly.
2. Accepts the Graybar Electric, Inc., bid as the lowest responsive bid and awards the contract to Graybar for purchasing historic street lights at a unit price of \$1,864.00 and authorizes the Executive Director to expend up to \$93,200.00 for historic street lights for the 2015 Streetscape Projects.

Suggested Motion:

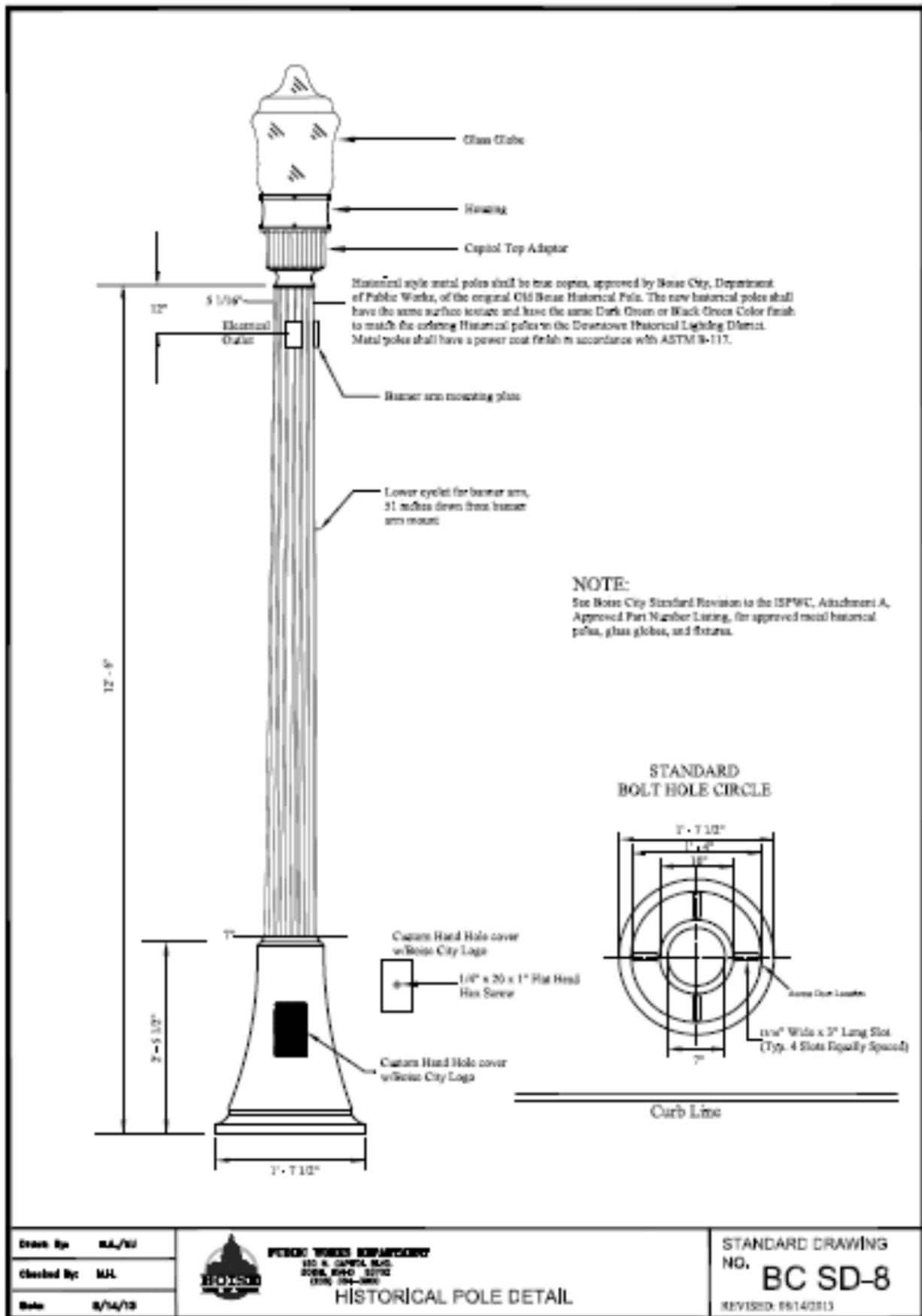
I move adoption of Resolution #1375 –

which rejects the apparent low bid by Alloway Electric Co., Inc., because it does not meet the Boise City specifications set forth in the bid invitation;

which accepts the bid from Graybar Electric, Inc., as the lowest responsive bid;

which awards the contract to Graybar Electric, Inc., for purchasing historic street lights at a unit price of \$1,864.00; and

which authorizes the Executive Director to expend up to \$93,200.00 for historic street lights for the 2015 Streetscape Projects.



Drawn By: **MA/BJ**
 Checked By: **MJL**
 Date: **8/14/13**



PUBLIC WORKS DEPARTMENT
 100 N. GARDEN BLVD.
 BOISE, ID 83702
 (208) 333-3800

HISTORICAL POLE DETAIL

STANDARD DRAWING
 NO. **BC SD-8**
 REVISED: 09/14/2013



ATTACHMENT B

Historic Street Lights - 2015
 Invitation to Bid - Issued January 5, 2015
 Results of Bid Opening - February 26, 2015

PLEASE NOTE: Determination of the lowest responsible bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at its meeting on **Monday, March 9, 2015**, and decides whether to award a contract and which Bidder will receive the contract award. CCDC Board meetings are held at 121 N. 9th Street, Suite 500, Boise ID 83702; meeting starts at noon.

Questions should be directed to: Mary E. Watson, Contracts Manager, 208-384-4264 or mwatson@ccdcboise.com

| REGISTERED BIDDERS | Registered by Due Date/Time (01/14/15) | Submitted Bid by Due Date/Time (02/26/15 at 3:00 p.m.) | BASE BID | UNIT PRICES | | | | Complete Street Light (Pole / Glass Globe / LED Fixture) | Complete Street Light x 35 | Product meets City of Boise historic street lights standards at time of bid opening. |
|--------------------|--|--|----------|--|--|---------------------------|----------------------|--|----------------------------|--|
| | | | | Historic Light Pole (Antique Street Lamps) | Combined LED Fixture / Glass Globe (Holophane) | Glass Globe (Continental) | LED Fixture (Cooper) | | | |
| Alloway Electric | 1/5/2015 | yes | 56,070 | | | \$915.00 | \$687.00 | \$1,602.00 | \$56,070.00 | No, does not meet standards. |
| GexPro | 1/7/2015 | | | | | | | \$0.00 | \$0.00 | |
| Graybar Electric | 1/5/2015 | yes | 65,240 | \$932.00 | \$932.00 | | | \$1,864.00 | \$65,240.00 | Yes, meets standards. |
| TriState | 1/5/2015 | | | | | | | \$0.00 | \$0.00 | |

ATTACHMENT C

RESOLUTION NO. 1375

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, REJECTING THE APPARENT LOW BID FROM ALLOWAY ELECTRIC CO., INC., FOR FAILING TO MEET THE BID SPECIFICATIONS; FINDING GRAYBAR ELECTRIC, INC., SUBMITTED THE LOWEST RESPONSIVE BID TO PROVIDE HISTORIC STREET LIGHTS REQUIRED FOR THE AGENCY'S 2015 STREETScape PROJECTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO PROCURE HISTORIC STREET LIGHTS FROM GRAYBAR ELECTRIC, INC.; 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, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented; and

WHEREAS, following public hearings with notice duly published, the Boise City Council adopted its Ordinance No. 5026 on August 19, 1987, its Ordinance No. 5597 on December 6, 1994, and its Ordinance No. 6576 on June 26, 2007, approving amended and restated urban renewal plans and making certain findings for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5, the most recent of which is the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Projects I and II, Idaho R-4 and R-5 ("2007 Amended Central Plan"); and

WHEREAS, following a public hearing with notice duly published, the Boise City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and

WHEREAS, following a public hearing with notice duly published, the Boise City Council adopted its Ordinance No. 6362 on November 30, 2004, approving 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 making certain findings; and

WHEREAS, following a public hearing with notice duly published, the City Council adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Downtown Urban Renewal Plan (the "Westside Plan"); and

WHEREAS, the Agency and the Boise City Council have adopted the Downtown Boise Elements of Continuity as a part of the 2007 Amended Central Plan, River Myrtle-Old Boise Plan, and the Westside Plan (“Downtown Urban Renewal Plans”), which provide design details for how public spaces, streets, and sidewalks in the Central, River Myrtle-Old Boise, and Westside Downtown Urban Renewal Districts are to be improved to ensure a cohesive identity in downtown Boise. In its current form the Elements of Continuity address lighting, paving, landscaping, tree grates and frames, and street furniture such as benches, planters and trash containers, graphics and other pedestrian amenities; and

WHEREAS, the Agency’s budget for fiscal year 2015 includes funding for the 2015 streetscape projects (“2015 Streetscape Projects”) including purchase and installation of historic street lights; and

WHEREAS, the Agency determined it would be more economical and efficient, both in terms of cost and timely completion of the 2015 Streetscape Projects, to acquire the historic street lights directly from a supplier following a competitive bidding process rather than require a contractor selected to perform the 2015 Streetscape Projects to acquire historic street lights; and

WHEREAS, the Agency issued an Invitation for Bids for Historic Street Lights (“Invitation for Bids”), which was published in the Idaho Statesman on January 5 and 12, 2015; and

WHEREAS, the original deadline for submitting a bid was January 29, 2015, at 3:00 p.m.; and

WHEREAS, an Addendum No. 1 was issued on January 28, 2015, extending the bid deadline to February 26, 2015, at 3:00 p.m., and extending other action dates in the bid; and

WHEREAS, because the historic street lights become the property of Boise City after they are installed in the streetscape projects, and because Boise City specifications require that the historic street lights be certified by a Nationally Recognized Testing Laboratory (“NRTL”) as safe in order to be accepted by Boise City after installation, the Bid Addendum No. 1 issued on January 28, 2015, added the requirement that the complete assembly (pole, globe, and LED) for historic street lights be UL Listed at the time of bid opening; and

WHEREAS, Agency staff used the term “UL Listed” in Addendum No. 1 based on a layman’s understanding of Boise City’s certification requirements; and

WHEREAS, Agency staff learned just prior to the bidding deadline that there are, in fact, multiple Nationally Recognized Testing Laboratories providing safety certification of electrical assemblies that are acceptable to Boise City, and that the Antique Street Lamps / Holophane assembly has a CSA-us certification from CSA Group; and

WHEREAS, Agency staff has confirmed with Boise City that the CSA-us certification is deemed an equivalent safety certification to UL by Boise City and that Boise City will accept the Antique Street Lamps / Holophane assembly to be installed in the 2015 Streetscape Projects and will accept transfer of ownership of the installed historic streets lights from CCDC to Boise City; and

WHEREAS, on February 26, 2015, before noon local time, the Agency received a faxed bid from General Supply & Services, Inc., doing business as Gexpro ("Gexpro"), that was rejected because it was not submitted in a sealed envelope as required by Idaho Code § 67-2805(3)(a)(iii) and did not include an original signed Waiver & Release form as required by the Invitation to Bid; and

WHEREAS, after CCDC staff sent an email to Gexpro notifying Gexpro of the invalidity of their faxed bid submission, Gexpro did not thereafter submit a bid by the 3:00 p.m. deadline on February 26, 2015; and

WHEREAS, on February 26, 2015, by 3:00 p.m., the Agency received two (2) bids which were opened by Agency staff in public; and

WHEREAS, Alloway Electric Co., Inc., submitted a base bid of Fifty-Six Thousand Seventy Dollars (\$56,070.00) for thirty-five (35) street light which was the apparent low bid; and

WHEREAS, Agency staff is recommending that the apparent low bid from Alloway Electric Co., Inc., be rejected because the assembly is not UL Listed nor does it have an equivalent safety certification from a Nationally Recognized Testing Laboratory, and as such does not meet the bid specifications as amended and would not be accepted by Boise City for installation; and

WHEREAS, Graybar Electric, Inc. ("Graybar Electric") submitted a base bid of Sixty-Five Thousand Two Hundred Forty Dollars (\$65,240.00) for thirty-five (35) historic street lights, which was the lowest responsive base bid known by staff to comply with the Boise City specifications in the Invitation to Bid; and

WHEREAS, Graybar Electric provided unit prices for the historic light pole and historic glass globe/LED light fixture which comprise the historic street lights, resulting in a combined unit price of One Thousand Eight Hundred Sixty-Four Dollars (\$1,864.00) for each historic street light, as part of Graybar Electric's bid; and

WHEREAS, Agency staff reviewed the bids and recommends the Agency Board find that Graybar Electric submitted the lowest responsive base bid and authorize the Executive Director to acquire the historic street lights as described in the Invitation for Bids from Graybar Electric for the unit prices stated in the bid; and

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to find Graybar Electric submitted the lowest responsive base bid and to authorize the Executive Director to acquire the historic street lights as described in the Invitation for Bids, from Graybar Electric for the unit prices stated in the bid, consistent with the Board's comments at the March 9, 2015, Board Meeting.

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 Board hereby finds and declares that the Alloway Electric Co., Inc., apparent low bid is rejected because the historic street light assembly offered in the bid does not meet the Boise City specifications set forth in the bid invitation and Boise City would not accept installation of the offered historic street light assembly.

Section 3. That the Board hereby finds and declares that Graybar Electric, Inc., submitted the lowest responsive bid and unit prices to the Invitation for Bids and is awarded the contract to supply historic street lights as set forth in the Invitation for Bids.

Section 4. That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to negotiate, sign, and enter into an agreement with Graybar Electric, Inc., to purchase historic street lights for the unit prices set forth in Graybar Electric's bid and to expend up to \$93,200.00 for Historic Street Lights for the 2015 Streetscape Projects consistent with the Board's stated instruction at the March 9, 2015, Agency Board Meeting, and further are hereby authorized to execute all necessary documents required to implement the actions contemplated by the agreement, subject to representatives by the Executive Director and agency legal counsel that all conditions precedent to actions and the agreement or other documents are acceptable based upon advice from Agency's legal counsel that are consistent with the comments and discussions received at the March 9, 2015, Agency Board Meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2015.
SIGNED by the Chair of the Board of Commissioners, and ATTESTED by the Secretary to the Board of Commissioners, on March 9, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____



AGENDA BILL

| | | |
|--|--|-------------------------------|
| Agenda Subject: Resolution #1384 Several easements for ingress/egress/air rights and connection from CCDC to the Gardner Group for the Clearwater Office Building and the Auditorium District Center (expansion) Building | | Date: March 9, 2015 |
| Staff Contact: Doug Woodruff | Attachments: <ol style="list-style-type: none"> 1. Location Map 2. Resolution 1384 3. Declaration of Access Easement and Centre Air Rights Easement | |
| Action Requested: Adopt Resolution 1384 granting several easements for ingress/egress/air rights and connection from CCDC to the Gardner Group for the Clearwater Office Building and the Auditorium District Center (expansion) Building. | | |

Fiscal Notes:

n/a

Background:

The Declaration of Access Easement and Centre Air Rights Easements concerns the Property at 777 West Main St, Boise Idaho, commonly referred to as the City Center Plaza (composed of the Clearwater Office Building, Auditorium District Expansion Building, and Main Street Station).

The Declaration includes three separate and distinct easements all contained in one easement document. The various easements can be explained as follows and their locations are depicted in Attachment 1) Location Map.

Earlier in the approval process of City Center Plaza, Areas 1 and 2 depicted on the attached location map were granted by CCDC to accommodate the location of the Clearwater Office Building. This Resolution, #1384, grants the easements depicted in Areas 3, 4 and 5.

Area 3 – North Spoke Egress Easement

The easement is necessary to provide appropriate and needed egress easement from the ground floor retail frontages of the Clearwater Office Building to exit onto the North Spoke of the Grove Plaza. The easement is required in order to comply with various building and fire code provisions.

Area 4 – Plaza Egress Easement

The easement is necessary to provide appropriate and needed egress easement from the ground floor of the Auditorium District Expansion Building to exit onto the Grove Plaza in order to comply with various building and fire code provisions.

Area 5 – East Spoke Concourse Air Right Easement

The easement is necessary to allow for the attachment of the Auditorium District Expansion Building to the Block 22 building allowing movement of patrons within and Auditorium District Expansion building into the Concourse. The City will not allow construction of the buildings themselves to commence until these easements have been approved and recorded.

Staff Recommendation:

Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the requested easements.

Suggested Motion:

I move to adopt resolution 1384 authorizing the execution of the Declaration of Access Easement and Centre Air Rights Easement.

Attachment 1

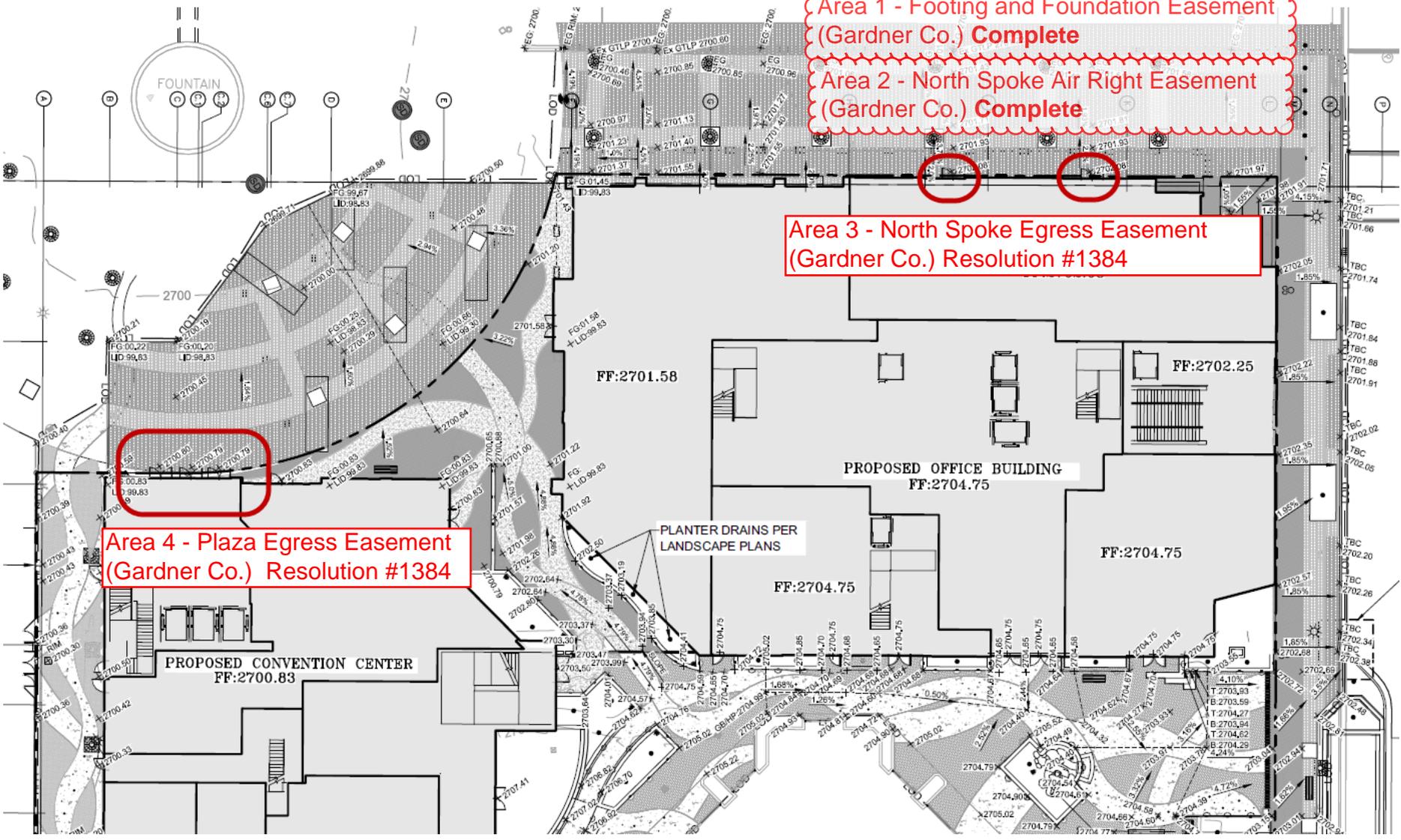
Location Map

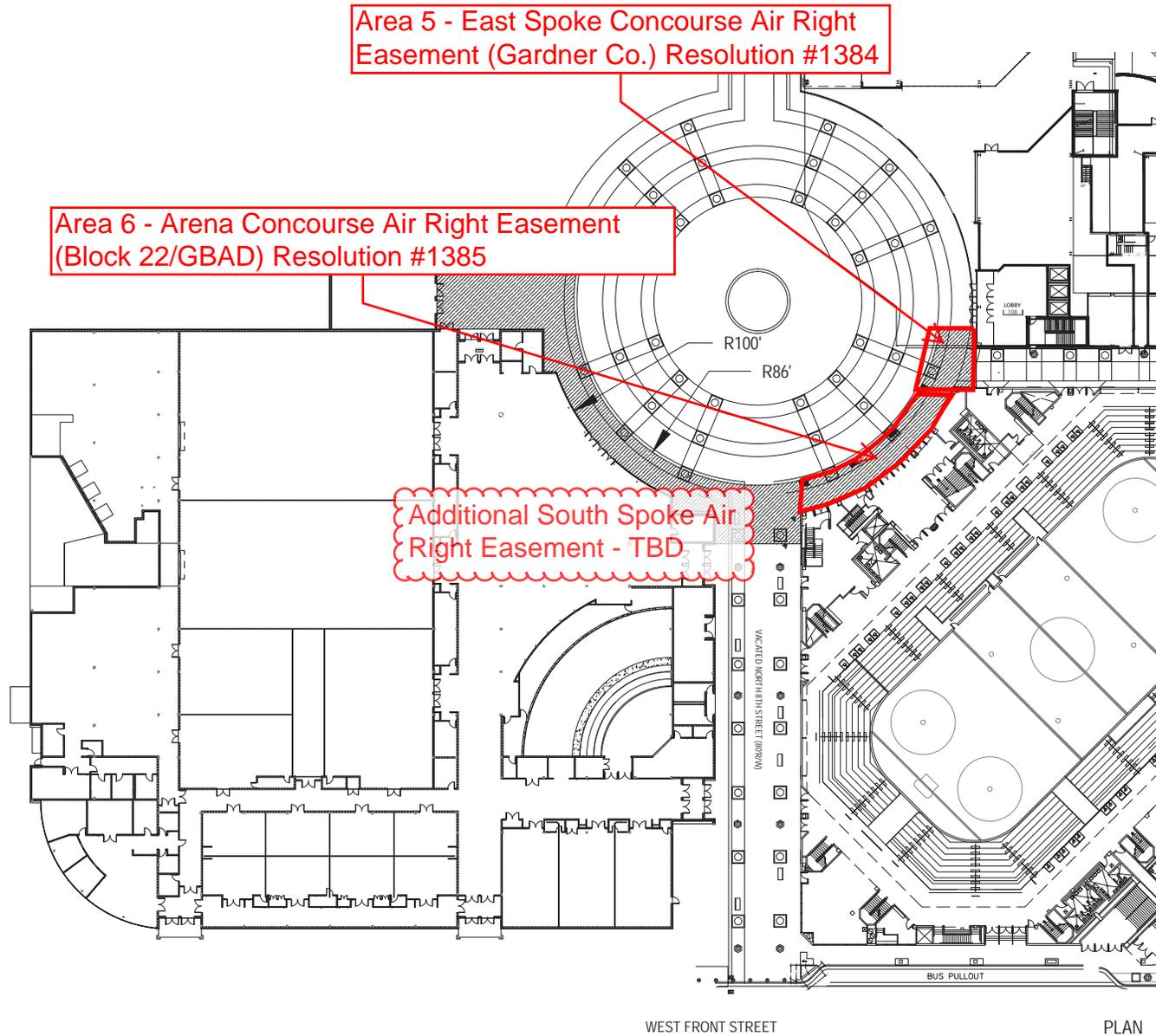
Area 1 - Footing and Foundation Easement (Gardner Co.) Complete

Area 2 - North Spoke Air Right Easement (Gardner Co.) Complete

Area 3 - North Spoke Egress Easement (Gardner Co.) Resolution #1384

Area 4 - Plaza Egress Easement (Gardner Co.) Resolution #1384





OVERALL SITE PLAN/FIRST FLOOR PLAN

SCALE: 1" = 30'-0"

Area 5 - East Spoke Concourse Air Right Easement (Gardner Co.) Resolution #1384

Area 6 - Arena Concourse Air Right Easement (Block 22/GBAD) Resolution #1385

Additional South Spoke Air Right Easement - TBD



BOISE CENTRE RENOVATION

BOISE, ID

| | |
|---------|------------|
| PROJECT | DATE |
| 144600 | 06/25/2014 |
| DRAWN | CHECKED |
| SLB | MOB |

SHEET TITLE

SHEET



Attachment 2

Resolution 1384

RESOLUTION NO. 1384

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 DECLARATION OF ACCESS EASEMENT AND CENTRE AIR RIGHT EASEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND KC GARDNER REDWOODS, L.C.; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan");

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

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

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan;

WHEREAS, Valley Regional Transit (“VRT”) is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Title 40, Chapter 21, Idaho Code, and as a result of the November 3, 1998, public referendum;

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

WHEREAS, Gardner has proposed that the MMC be part of a mixed-use project with multiple buildings and facilities identified as the “US Bank Plaza”, the “Centre Building”, and the “Clearwater Building” (to be known collectively as the “City Center Plaza”);

WHEREAS, the City Center Plaza will be located within the urban renewal district (the “Central District”), created by the Central District Plan, which provides Agency with the powers, duties and obligations to implement and further the program formulated by the Central District Plan through the redevelopment, rehabilitation, and revitalization of the area within the Central District;

WHEREAS, Agency, by adopting Resolution 1346 on April 14, 2014, has declared the construction of the City Center Plaza a Type 3 Project as defined in Agency’s Participation Program;

WHEREAS, under certain provisions of the Idaho Urban Renewal Law, in particular Idaho Code §§ 50-2007 and 50-2011, and pursuant to the Central District Plan, Agency is empowered to enter into contracts with respect to the contribution of funds and the transfer of real property within its urban renewal area, or any interest therein, to other public entities or otherwise assist and cooperate with public entities on public projects within its jurisdiction;

WHEREAS, Agency is the owner of certain real property consisting of the Grove Plaza and certain pedestrian walkways (collectively the “Grove Plaza”) that was obtained through the vacation of 8th Street between Main Street and Front Street and Grove Street between Capitol Boulevard and 9th Street, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452;

WHEREAS, Gardner owns the real property located at the southeast corner of 8th Street and Main Street, Boise, Idaho (the “Site”), adjacent to a portion of the vacated segment of 8th Street owned by Agency;

WHEREAS, Agency staff and Gardner have negotiated a Declaration of Access Easement and Centre Air Right Easement (the “Declaration”), attached hereto as Exhibit A;

WHEREAS, to facilitate development of the City Center Plaza and to satisfy certain requirements under the 2012 International Building Code to facilitate the construction of the City Center Plaza project, because an easement is necessary to permit the construction of certain doorways providing ingress and egress to the Clearwater Building and the Centre Building that open out onto the Grove Plaza, the parties are entering into this Declaration;

WHEREAS, to facilitate development of the Centre Building and the construction of a portion of a concourse from the Centre Building to the existing Boise Centre on the Grove, which concourse crosses over the Grove Plaza as depicted in the Declaration, the parties are entering into this Declaration;

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

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

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 Declaration, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of Agency are hereby authorized to sign and enter into the Declaration and to execute all necessary documents required to implement the actions contemplated by the Declaration, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical and substantive changes to the Declaration or other documents are acceptable, upon advice from Agency’s legal counsel that said changes are consistent with the provisions of the Declaration and the comments and discussions received at the March 9, 2015, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Declaration and to perform any and all other duties required pursuant to said Declaration.

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 March 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2015.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4811-7031-4274, v. 1

Attachment 3

Declaration of Access Easement and Centre Air Rights Easement

Recording Requested By and
When Recorded Return to:

KC GARDNER RIVERWOODS, L.C.
Attn: Geoffrey Wardle
101 S. Capitol Boulevard, Suite 1200
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DECLARATION OF ACCESS EASEMENT
AND CENTRE AIR RIGHTS EASEMENT**

THIS DECLARATION OF ACCESS EASEMENT AND CENTRE AIR RIGHTS EASEMENT (the "Declaration") is made and entered into this _____ day of _____, 2015, by and between the CAPITAL CITY DEVELOPMENT CORPORATION ("**Agency**") and GARDNER PLAZA, LLC, an Idaho limited liability company ("**Gardner**"), collectively the "Parties."

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "Law");

WHEREAS, Gardner has acquired the real property located at the southeast corner of 8th Street and Main Street, Boise, Idaho (the "**Site**"), adjacent to a portion of the vacated segment of 8th Street owned by Agency, the Site being described herein in Schedule I;

WHEREAS, Gardner desires to construct a mixed use project called City Center Plaza, which will include multiple buildings and facilities identified as the US Bank Plaza, the Center Building, the Clearwater Building, and a subterranean Multimodal Center (the "**Project**");

WHEREAS, the Project will include a mixture of retail, office, transit, educational, and conference space;

WHEREAS, Agency is the owner of the Grove Plaza and the 8th Street pedestrian walkway described in Exhibit A, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452;

WHEREAS, Gardner is also constructing an expansion of the Boise Centre, for the Greater Boise Auditorium District (“**Centre**”), which fronts on the Grove Plaza;

WHEREAS, Gardner and Agency have previously entered into a Declaration of Height Limitations, Encroachment Easement, Utility Easement, and Air Right Easement, recorded in the Official Records of Ada County on July 20, 2014 as Instrument No. 2014-060554;

WHEREAS, to satisfy certain additional requirements under the 2012 International Building Code to facilitate the construction of the Project due to the fact that it is constructed on the common boundary between the Site and the Grove Plaza and 8th Street pedestrian walkway, the Parties are entering into this Declaration as well; and

WHEREAS, Agency finds that it is in the best interests of the public that the Project be constructed and that it grant Gardner the rights set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, Gardner and Agency agree as follows:

AGREEMENT

1. Access Easement. Agency hereby declares, grants, creates, and establishes a perpetual, non-exclusive easement in favor of Gardner, its successors and assigns, including the individual owners of condominium units within the Project, their employees, tenants, customers and invitees, for the benefit of the Site, an easement over the Grove Plaza and 8th Street pedestrian walkway, as identified and depicted in Exhibit A (the “**Access Easement**”). The foregoing Access Easement further authorizes the placement of doorways that open directly onto the Grove Plaza and 8th Street pedestrian walkway.

2. Air Rights Easement. Agency further hereby declares, grants, creates, and establishes a perpetual, non-exclusive easement in favor of Gardner, its successors and assigns, for the benefit of the Site, for the encroachments depicted on and described more fully in Exhibit B (the “**Centre Air Rights Easement**”), attached hereto and incorporated herein. The Centre Air Rights Easement is to permit the construction of a connection from the Centre expansion facilities to the 3rd story plaza in the adjoining Block 22 Condominiums to permit a future connection to the existing Centre facilities.

3. Repair of Damages. Gardner shall exercise its rights hereunder in a manner so as not to damage Agency's property or any property that may at any time be thereon, and Gardner shall promptly repair any damage caused by Gardner or its agents, employees, or contractors, and in the event of any such damage, shall restore Agency's property or any property located thereon to substantially the same condition which existed immediately prior to the performance of any work thereon by or on behalf of Gardner or a better condition.

4. Term. From the date of this Declaration to the completion of the Project on the Site and thereafter for so long as the Project shall exist, following its initial construction and following its reconstruction, if necessary, where the Project is substantially restored to its prior condition following its redevelopment, or any damage caused by casualty or condemnation, the Grove Plaza shall be held, sold, conveyed, restricted and encumbered subject to and by this Declaration, and the easements created herein, for the purpose of protecting the value and desirability of the Project and the Site.

5. Binding Effect. Each covenant, condition and restriction contained or incorporated in this Declaration shall run with the land and be binding upon the Grove Plaza and on Agency and all other persons, entities, or parties, and its or their heirs, successors and assigns, having any right, title or interest in the Grove Plaza, or any part, parcel or lot thereof, and shall inure to the benefit of all and any portion of the Site and all present and future owners of all or any portion of the Site. Without limiting the generality of the foregoing, all of the provisions set forth in this Declaration shall benefit each owner, lessee, tenant and subtenant of any portion of the Project or Site and each of their guests, invitees, licensees, successors or assigns.

6. Severability. If any portion of this Declaration is declared illegal, null, void, or otherwise ineffective by a court of competent jurisdiction, the remaining portions of this Declaration shall remain in full force and effect, and the court is authorized to modify the offending provisions only so far as necessary to assure its compliance with applicable law.

7. Enforcement. Gardner and its successors and assigns in ownership of the Site and the City of Boise shall be entitled to enforce the provisions of this Declaration, and each covenant, condition and restriction herein, by legal or equitable action for damages, injunction, abatement or specific performance. In the event of legal action, the substantially prevailing party (including, for this purpose, the City) will be entitled to recover its costs and reasonable attorney fees (including such costs and fees on appeal) as ordered by the court.

8. Modification. This Declaration may be modified or rescinded only with the consent of Gardner, or its successor(s) in interest, and only by written instrument duly executed and acknowledged by Gardner or its successor(s) in interest. Any such amendment or rescission shall be promptly recorded in the Ada County Recorder's Office, State of Idaho.

9. General Provisions.

(a) Notices. Any notices required hereunder shall be served to the Parties at the following addresses:

If to Agency: Capital City Development Corporation
 121 N. 9th St., Ste. 501
 Boise, ID 83702

If to Gardner: KC Gardner Riverwoods, L.C.
101 S. Capitol Boulevard, Suite 1200
Boise, Idaho 83702

All notices under this Declaration shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Parties at the above-stated addresses or such other address(es) as may from time to time be designated by any such party in writing. Notices mailed as provided in this section shall be deemed given and received on the date that is three (3) business days following the date of postmark in the case of mailing.

(b) Times Is of the Essence. Time is of the essence of the provisions hereof.

(c) Entire Agreement. This Declaration embodies the entire agreement among the Parties. There are no other agreements, warranties, or representations among said Parties other than as set forth relating to this Declaration.

(d) Choice of Law. It is the intention of the Parties that this Declaration, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho. This Declaration is entered into in Idaho and shall be governed by and interpreted under the laws of the State of Idaho.

(e) Headings. Headings are provided for the convenience of the Parties and shall not be utilized by any court in construing the meaning of this Easement.

(f) Binding Effect. This Declaration and all terms and obligations hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns and shall be appurtenant to and run with the real property described herein. Provided, this Declaration shall be null and void and of no force and effect without further action on the part of Agency in the event the construction of the Project has not been commenced by Gardner by December 31, 2015.

(g) Authority to Execute. Each individual signing this Declaration on behalf of a party warrants that he or she is fully authorized to sign this Declaration and to bind the party on whose behalf the signature is given.

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

(i) Interpretation. Capitalized terms shall have the meanings defined where the terms appear in quotation marks.

**EXECUTED AND EFFECTIVE AS OF THE DATE SIGNED BY THE PARTIES
(LAST DATE SIGNED)**

[Signatures on Following Pages]

GARDNER:

GARDNER PLAZA, LLC
an Idaho limited liability company

By: KC GARDNER COMPANY, L.C.,
a Utah limited liability company, Its Manager

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

STATE OF UTAH)
) ss.
County of _____)

On this _____ day of _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared CHRISTIAN K. GARDNER, known or identified to me to be the Manager of KC GARDNER COMPANY, L.C., a Utah limited liability company, a Manager of GARDNER PLAZA, LLC, an Idaho liability company, and the Manager or one of the Managers who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of KC Gardner Company, L.C., and that KC Gardner Company, L.C., executed the same in the name of Gardner Plaza, LLC.

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

Notary Public for Utah
Residing at _____
My commission expires _____

Approved as to Form

Geoffrey M. Wardle
Counsel for Gardner

Schedule I

Legal Description of Site

A parcel of land situated in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of vacated 8th Street, vacated Grove Street and Block 8 of BOISE CITY ORIGINAL TOWNSITE, according to the plat thereof, filed in Book 1 of Plats at Page 1, Records of Ada County, Idaho, more particularly described as follows:

Beginning at a point at the Easterly corner of Block 8, BOISE CITY ORIGINAL TOWNSITE, said point being also a point on the Northwesterly line of Capitol Boulevard; thence along said Northwesterly line South 35°13'13" West 300.27 feet to the center of vacated Grove Street; thence South 35°14'22" West 30.00 feet to a point (from which the Easterly corner of Block 22 of said BOISE CITY ORIGINAL TOWNSITE bears South 35°14'22" West 10.00 feet); thence leaving said Northwesterly line, along a line parallel with and 10.00 feet distant from (at right angles) to the Northeasterly line of said Block 22;

North 54°47'21" West 240.06 feet to a point; thence leaving said parallel line North 35°13'45" East 40.14 feet; thence Northwesterly 136.79 feet along the arc of a circular curve concave to the Southwest, said curve having a radius of 100.00 feet, a central angle of 78°22'23" and a long chord that bears North 04°02'51" West 126.37 feet to a point in vacated 8th Street; thence along a line parallel with and 20.00 feet distant from (at right angles) to the center line of said vacated 8th Street North 35°13'45" East 192.22 feet to a point on the Southerly line of Main Street; thence leaving said parallel line, along said Southerly line, South 54°47'55" East 320.03 feet to the POINT OF BEGINNING.

EXHIBIT "A"

**LEGAL DESCRIPTION OF THE ACCESS EASEMENT
TO BE INSERTED UPON COMPLETION**

EXHIBIT "B"

**LEGAL DESCRIPTION AND DEPICTION OF CENTRE AIR RIGHTS EASEMENT
TO BE INSERTED UPON COMPLETION**

4848-5828-7394, v. 1



AGENDA BILL

| | | |
|---|---|-------------------------------|
| Agenda Subject: Resolution #1385 Consent to Easement granted by Block 22 LLC to the Auditorium District for the Arena Air Rights Concourse (increased use of previous easement granted by CCDC to Block 22) | | Date: March 9, 2015 |
| Staff Contact: Doug Woodruff | Attachments: <ol style="list-style-type: none"> 1. Location Map 2. Resolution 1385 3. Easement Agreement | |
| Action Requested: Approve Resolution 1385 consenting to Easement granted by Block 22 LLC to the Auditorium District for the Arena Air Rights Concourse. | | |

Background:

At the time when Block 22, LLC developed the Century Link Arena, CCDC granted an easement to Block 22, LLC allowing the Arena to encroach 14' into the Grove Plaza. Today, The Sports Zone bar and grill occupies the 2nd and 3rd floors of the Arena within the air space of the original easement. The 3rd floor consists of outdoor balcony space.

The District and Block 22, LLC have reached agreement concerning the use of the Sports Zone third floor balcony area as a connecting concourse from the Auditorium District Expansion Building ultimately to the existing convention center.

This resolution, #1385, consents to Block 22 LLC's easement with The District for the Concourse connection. It does not consent nor approve Concourse air right easement over additional areas of the Grove Plaza or the South Spoke of the Grove Plaza.

The attached Location Map depicts this Easement as Area 6 – Arena Concourse Air Right Easement. (Areas 1 through 5 on the location map indicate other easements involved in the City Center Plaza development project, but are not included within Resolution 1385.)

Fiscal Notes:

n/a

Staff Recommendation:

Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to consent to the concourse grant by Block 22 LLC to The District.

Suggested Motion:

I move to adopt resolution 1385 consenting to the Concourse Easement granted Block 22 LLC to the Greater Boise Auditorium District.

Attachment 1

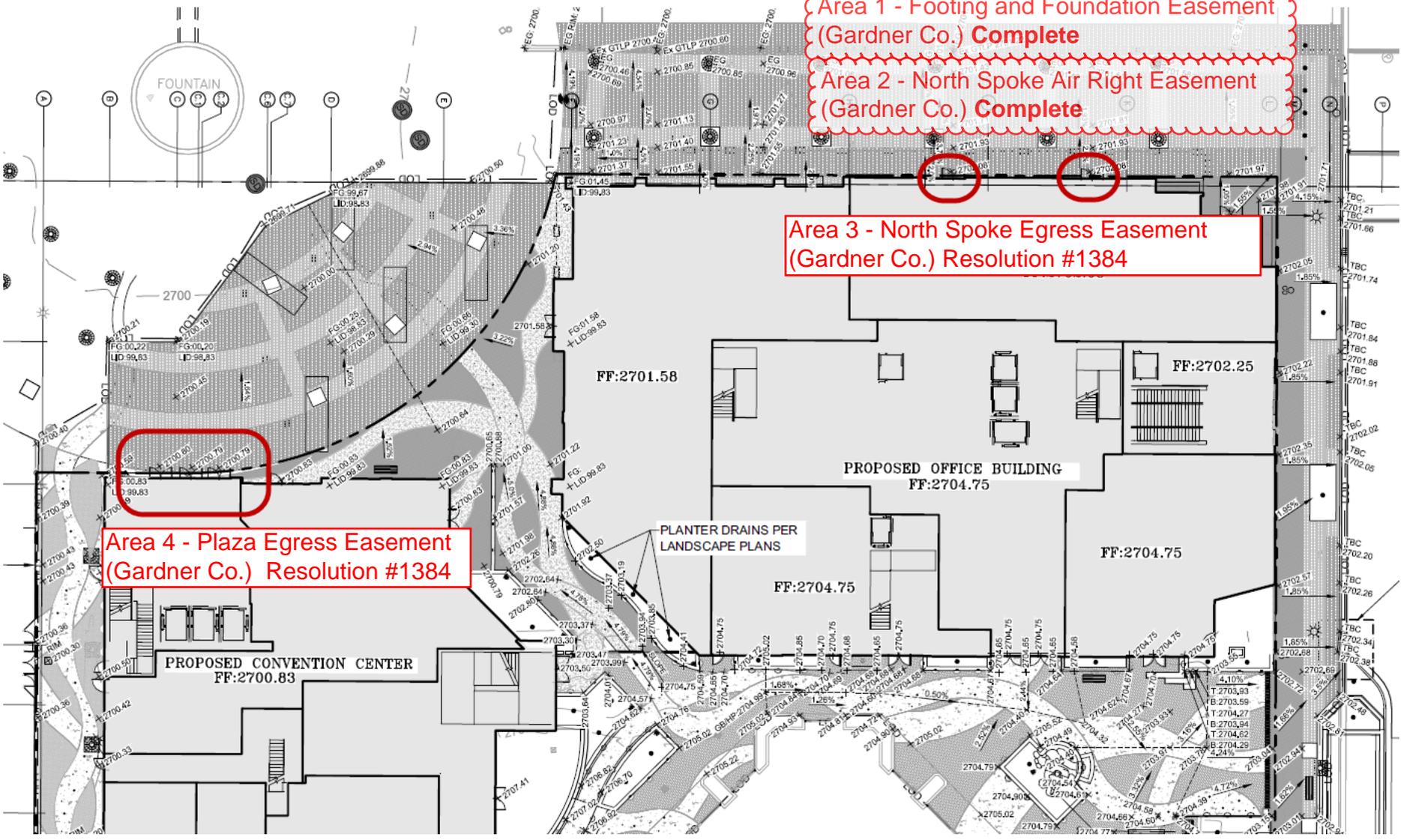
Location Map

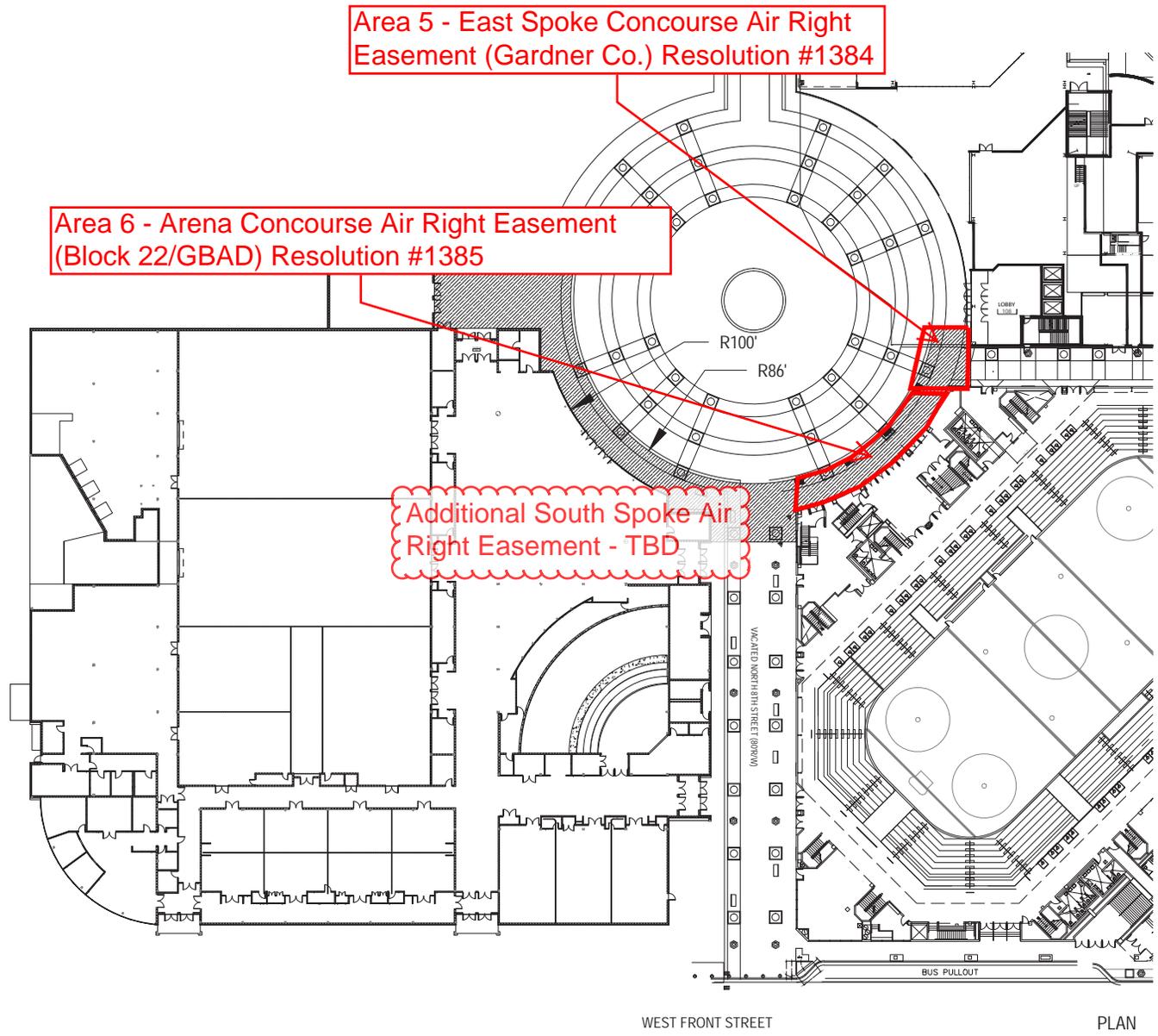
Area 1 - Footing and Foundation Easement
(Gardner Co.) Complete

Area 2 - North Spoke Air Right Easement
(Gardner Co.) Complete

Area 3 - North Spoke Egress Easement
(Gardner Co.) Resolution #1384

Area 4 - Plaza Egress Easement
(Gardner Co.) Resolution #1384





Area 5 - East Spoke Concourse Air Right Easement (Gardner Co.) Resolution #1384

Area 6 - Arena Concourse Air Right Easement (Block 22/GBAD) Resolution #1385

Additional South Spoke Air Right Easement - TBD

OVERALL SITE PLAN/FIRST FLOOR PLAN

SCALE: 1" = 30'-0"



BOISE CENTRE RENOVATION

| | |
|---------|------------|
| PROJECT | DATE |
| 144600 | 06/25/2014 |
| DRAWN | CHECKED |
| SLB | MOB |

SHEET TITLE

SHEET

BOISE, ID

Attachment 2

Resolution 1385

RESOLUTION NO. 1385

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, CONSENTING TO THE EASEMENT AGREEMENT BY AND BETWEEN BLOCK 22 LLC, THE BLOCK TWENTY-TWO CONDOMINIUMS ASSOCIATION, INC., AND THE GREATER BOISE AUDITORIUM DISTRICT; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan");

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

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

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan;

WHEREAS, Block 22, LLC is the owner of the Event Arena Unit, the Hotel Unit, and the Restaurant and Bar Unit, all as described and defined in that certain Condominium Declaration for Block Twenty-Two Condominiums, dated February 19, 1998 and recorded February 20, 1998 as Instrument No. 98015004, Official Records of Ada County, Idaho, as amended by that certain First Amendment to Condominium Declaration for Block Twenty-Two Condominiums dated September 27, 1999 and recorded November 4, 1999 as Instrument No. 99107973, and as further described and defined in the Plat of Block Twenty-Two Condominiums recorded in Book 75 of plats at pages 7829 through 7841, inclusive, as Instrument No. 98015003, Official Records of Ada County, Idaho (the “Plat”);

WHEREAS, Block 22, LLC is the named beneficiary of that certain Air and Ground Rights Easement (hereinafter the “CCDC Easement”), dated November 18, 1996, by and between Agency and Block 22, LLC, recorded as Instrument No. 96100243, Official Records of Ada County, Idaho. The easement created by the CCDC Easement is platted as Parcel 2 of the Plat.

WHEREAS, the Greater Boise Auditorium District, a public body corporate and politic, (the “District”) owns the convention and meeting facilities (the “Boise Centre”), which are adjacent to and across vacated North Eighth Street from the Event Arena Unit and Restaurant and Bar Unit,

WHEREAS, the District desires to construct an enclosed concourse (“Concourse”) on, over and across the entirety of the open air terrace with an overhanging roof (the “Terrace”), as specifically described and depicted in the exhibit pages to the CCDC Easement, to connect and provide a pedestrian passageway between the existing Boise Centre facilities and the Centre Building, which is currently being constructed by KC Gardner Riverwoods, L.C. (“Gardner”), as part of a mixed-use project with multiple buildings and facilities identified as the “US Bank Plaza”, the “Centre Building”, and the “Clearwater Building” (to be known collectively as the “City Center Plaza”) and a multimodal transit center structure (“MMC”) to be wholly owned and operated by Valley Regional Transit;

WHEREAS, Agency, by adopting Resolution 1346 on April 14, 2014, has declared the construction of the City Center Plaza a Type 3 Project as defined in Agency’s Participation Program;

WHEREAS, the Central District Plan provides Agency with the powers, duties and obligations to implement and further the program formulated by the Central District Plan through the redevelopment, rehabilitation, and revitalization within the Central District Plan area.

WHEREAS, under certain provisions of the Idaho Urban Renewal Law, in particular Idaho Code §§ 50-2007 and 50-2011, and pursuant to the Central District Plan, Agency is

empowered to enter into contracts with respect to the contribution of funds and the transfer of real property within its urban renewal area, or any interest therein, to other public entities or otherwise assist and cooperate with public entities on public projects within its jurisdiction;

WHEREAS, Block 22, LLC, the Block Twenty-Two Condominiums Association, Inc., and the District have drafted an “Easement Agreement,” attached hereto as Exhibit A, by which Block 22, LLC and the Block Twenty-Two Condominiums Association, Inc. grant an easement (the “Concourse Easement”) to the District over and across the Terrace for the purposes of construction of the Concourse;

WHEREAS, the Concourse Easement is within the boundary of the CCDC Easement;

WHEREAS, to facilitate development of the Centre Building and the construction of a concourse from the Centre Building to the existing Boise Centre on the Grove, the District has requested Agency consent to the Concourse Easement;

WHEREAS, Agency deems it appropriate to consent to the Concourse Easement; and

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of Agency are hereby authorized to sign and indicate Agency’s consent to the Easement Agreement and to execute all necessary documents required to implement the actions of Agency contemplated by the Easement Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical and substantive changes to the Easement Agreement or other documents are acceptable, upon advice from Agency’s legal counsel that said changes are consistent with the provisions of the Easement Agreement and the comments and discussions received at the March 9, 2015, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Easement Agreement and to perform any and all other duties required pursuant to said Easement 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 March 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2015.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4824-0186-7042, v. 1

Attachment 3

Easement Agreement (Block 22, LLC / the District)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2015, by and between **Block 22 LLC**, an Idaho limited liability company (“Block 22”), **Block Twenty-Two Condominiums Association, Inc.**, an Idaho non-profit corporation, and the management body of Block Twenty-Two Condominiums (the “Association”), and the **Greater Boise Auditorium District**, a governmental subdivision of the State of Idaho, and a body corporate with all of the powers of a public or quasi-municipal corporation (the “District”).

RECITALS

A. Block 22 is the owner of the Event Arena Unit, the Hotel Unit, and the Restaurant and Bar Unit, all as described and defined in that certain Condominium Declaration for Block Twenty-Two Condominiums, dated February 19, 1998 and recorded February 20, 1998 as Instrument No. 98015004, Official Records of Ada County, Idaho, as amended by that certain First Amendment to Condominium Declaration for Block Twenty-Two Condominiums dated September 27, 1999 and recorded November 4, 1999 as Instrument No. 99107973 (and as the same may hereafter be amended, modified or supplemented, the “Declaration”) and as further described and defined in the Plat of Block Twenty-Two Condominiums recorded in Book 75 of plats at pages 7829 through 7841, inclusive, as Instrument No. 98015003, Official Records of Ada County, Idaho (the “Plat”).

B. Block 22 is the named beneficiary of that certain Air and Ground Rights Easement (hereinafter the “CCDC Easement”), dated November 18, 1996, by and between the Urban Renewal Agency of Boise, also known as Capital City Development Corporation (“CCDC”, the grantor therein) and Block 22 (the beneficiary therein), recorded as Instrument No. 96100243, Official Records of Ada County, Idaho. A true and complete copy of said CCDC Easement is attached hereto as **Exhibit A**.

C. The easement created by the CCDC Easement is platted as Parcel 2 of the Plat.

D. Block 22 constructed and maintains certain improvements upon and within the CCDC Easement, which are physically attached to and constitute Limited Common Area for the Restaurant and Bar Unit, including an open air terrace with an overhanging roof, as specifically described and depicted in the exhibit pages to the CCDC Easement and on Sheets 1 and 2 of the Plat (attached hereto as **Exhibit A-1** and incorporated herein by this reference). Said descriptions are incorporated herein by this reference. The floor of the Terrace is shown and described as “Club Dining Terrace” on the Exhibit to the CCDC Easement, at elevation +23’-0”, and is shown as “Second Floor L.E. = 123.00” on Sheet 2 of the Plat. Said Club Dining Terrace, as specifically described, is hereinafter referred to as “the Terrace.” The Terrace is an important amenity of the Restaurant and Bar Unit.

E. The District owns the convention and meeting facilities located on the real property described in **Exhibit B** attached hereto (the “Boise Centre”), which are adjacent to and across vacated North Eighth Street from the Event Arena Unit and Restaurant and Bar Unit. The District intends to substantially expand the District’s convention and meeting facilities into new buildings (the “Expansion Facilities”) to be constructed on the property described in **Exhibit C**

attached hereto, located adjacent to the north of the Block 22 Event Arena Unit and Restaurant and Bar Unit.

F. The District desires to build an enclosed concourse on, over and across the entirety of the Terrace, to connect and provide a pedestrian passageway between the existing Boise Centre facilities and the Expansion Facilities (“Convention Passageway”). The site plan for the Convention Passageway, and its connection to the Boise Centre, the Expansion Facilities, the Restaurant and Bar Unit and to the Hotel Unit is shown on the “Passageway Depiction” attached hereto as **Exhibit D**.

G. In partial consideration for the replacement of the Terrace amenities with the Convention Passageway, Block 22 desires (i) that the District construct a covered pedestrian skywalk adjacent to the Hotel Unit as a passageway to connect the Hotel Unit to the Convention Passageway as depicted on the attached **Exhibit D** as the Cross hatched Block 22 Area and (ii) that Block 22, the Association and their employees, guests, and invitees have the right of ingress and egress from the Hotel Unit to the Convention Passageway via the Hotel Unit Access and the right of egress and ingress from the Restaurant and Bar Unit to the Convention Passageway.

H. The easements provided herein will provide material benefit to Block 22, the Association and the District. The use of the easements shall be subject to the terms and provisions of this Easement Agreement.

AGREEMENT

NOW, THEREFORE, Block 22, the Association and the District do hereby covenant and agree as follows:

1. TERRACE EASEMENT.

1.1 *Grant of Easement.* For good and valuable consideration received, Block 22 and the Association do hereby declare, grant, create and establish for the benefit and

use of the District, and any successor thereto, and subject to the terms of the CCDC Easement, a perpetual exclusive easement on, over and across the Terrace (the “Terrace Easement”), for purposes of constructing and maintaining an enclosed pedestrian concourse thereon for use by the District and its employees, guests and invitees, such easement to include the following:

(a) The right to modify or remove existing improvements, including but not limited to existing doors providing access to and from the Terrace to the adjacent Restaurant and Bar Unit, the existing canopy, the existing planter structure, and the existing floor and wall surfaces;

(b) The right to construct on and over the Terrace new walls and a roof and other concourse improvements, to be connected to the existing Terrace structure and to the adjacent exterior wall of the Restaurant and Bar Unit;

(c) The right to extend the Terrace and connect by sky bridge to be constructed (over easements and air rights to be granted) to the existing Boise Centre facilities, and to the new Expansion Facilities; and to the Hotel Unit, all as depicted on **Exhibit D**.

(d) The right to maintain exclusive control and security of the Terrace.

The dimensions of the Terrace Easement shall be generally as described in RECITAL “D” hereinabove, with the heighth (or top) of the easement limited to the heighth of the structure shown in the plans to be approved by Block 22 and the Association pursuant to Section 1.5 of this Agreement. The Terrace Easement shall not be enlarged beyond the structure depicted in the approved plans without the prior written consent of Block 22 and the Association, which may be withheld in their sole discretion.

1.2 Structural Support. Block 22 and the Association do hereby covenant and agree that they will, at all times, maintain the columns, footings and foundations, and all other structures that support the Terrace, so that the Terrace and improvements thereon and thereto may be maintained by the District as a safe pedestrian passageway for the District's employees, guests and invitees. To the extent additional structural support is determined to be required for the Terrace and the improvements to be constructed and maintained thereon, such additional structural support shall be provided solely at the expense of the District, and Block 22 and the Association shall have no obligation to provide the same, nor any obligation to maintain the same whatsoever. The obligation to obtain required engineering and permits for the improvements to be constructed on and over the Terrace by the District and to determine the adequacy of existing structural elements shall be solely the District's obligation. The creation and conveyance of the easement herein provided, by Block 22, is strictly and solely on a "where is, as is" basis, without warranty.

1.3 No Disturbance. The District does hereby covenant and agree that in exercising the rights granted under and through this Agreement to the District, the District will take all reasonable precautions to avoid disturbance to the Restaurant and Bar Unit, as well as any and all other improvements and uses existing within the CCDC Easement. Nonetheless, it is acknowledged and agreed by Block 22 and the Association that some disturbance, including, but not limited to, ambient dust and ambient noise is inevitable and unavoidable in the course of construction of the Convention Passageway. Further, Block 22 and the Association acknowledge and accept that anticipated future use of the Convention Passageway for its intended purposes will result, from time to time, in high noise levels emanating from the users and use of the Convention Passageway.

1.4 Insurance and Indemnification.

(a) **Insurance.** Each party shall carry commercial general liability insurance with respect to its use of and activities in the Convention Passageway, and the use of and activities in the Convention Passageway by its employees, contractors, agents and invitees. Such insurance will name the other party an additional insured and shall be written by reputable insurance companies, with deductible and policy limits reasonably acceptable to the other party. Upon request, each party will provide to the other an appropriate ACORD-form certificate evidencing the foregoing insurance.

(b) **Restoration and Repair of Damage; Indemnification.**

(i) If the District causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either in the course of construction of the District's improvements to the Terrace or by or through the use, or maintenance, or use and maintenance of the same, any damage or injury to the Restaurant and Bar Unit, the District shall pay all costs associated with the repair and restoration of the same and shall reimburse Block 22 and any tenant of the Restaurant and Bar Unit operating the Restaurant and Bar Unit for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). The District shall defend, indemnify and hold Block 22, the Association, and their respective officers, employees, guests, invitees, agents, successors and assigns (collectively, the "Block 22 Indemnitees") harmless from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), and costs, including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, and other litigation related expenses (collectively, "Claims"), brought against, imposed upon, suffered by or paid by the Indemnitees, or any of them, and arising out of or in connection with or resulting from (i) negligent construction of the District's improvements to the Terrace; or (ii) negligent acts of omission or commission of the District or the District's employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use, or maintenance, or use and maintenance

of the District's improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the Indemnitees.

Notwithstanding any language herein to the contrary, the District shall fully indemnify Block 22 and the Association for any claim of indemnity made by CCDC pursuant to Section 3 of the CCDC Easement arising from the actions or inaction of the District or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the Terrace Easement.

(ii) If Block 22 causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either during the course of construction of the District's improvements to the Terrace or by or through the use of the same, any damage or injury to the District's improvements to the Terrace, Block 22 shall pay all costs associated with the repair and restoration of the same and shall reimburse the District for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). Block 22 shall defend, indemnify and hold the District and its respective officers, employees, guests, invitees, agents, successors and assigns (collectively, the "District Indemnitees") harmless from all Claims brought against, imposed upon, suffered by or paid by the District Indemnitees, or any of them, and arising out of or in connection with or resulting from negligent acts of omission or commission of Block 22 or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use of the District's improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the District Indemnitees.

(iii) If the Association causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either during the course of construction of the District's improvements to the Terrace or by or through the use of the same, any damage or injury to the District's improvements to the Terrace, the Association shall pay all costs associated with the repair and restoration of the same and shall reimburse the District for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). The Association shall defend, indemnify and hold the District Indemnitees harmless from all Claims brought against, imposed upon, suffered by or paid by the District Indemnitees, or any of them, and arising out of or in connection with or resulting from negligent acts of omission or commission of the Association or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use of the District's

improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the District Indemnitees.

(iv) Notwithstanding the foregoing indemnification and hold harmless provisions, no provision in this Agreement shall increase the liability of the District, Block 22 or the Association to any third party as capped by the Idaho Tort Claims Act (Idaho Code Sections 6-901 through 6-929) or otherwise constitute a waiver of or lessen the protection provided to the District, Block 22 or the Association under said Act with respect to any claim by a third party.

1.5 Maintenance. The District, from and after the “Commencement Date” (as hereinafter defined) of the Terrace Easement hereby granted and created, shall have the duty and obligation to, at all times, maintain the Terrace and all improvements thereon and thereto in good condition and repair (subject to the specific obligations of Block 22 hereinafter set forth).

The “Commencement Date” shall be the date that is thirty (30) days after the District provides Block 22 with a written notice of the District’s intent to exercise its rights under the easement herein granted. Prior to such date, the District shall not exercise its rights under said easement, and the District shall have no duties or obligations with regard to maintenance or otherwise, and Block 22 shall have the continuing rights and obligations with regard to the Terrace as existed prior to the creation of the within Terrace Easement. Upon the Commencement Date, the District shall take possession of the Terrace, and shall assume all obligations and duties and have all the rights as herein set forth and shall prosecute construction of the Convention Passageway to completion with diligence. During construction of the Convention Passageway, the District shall at all times accommodate safe passage to the main entrance to the Event Arena Unit (existing at ground level from the Grove Plaza).

1.6 Block 22 and Association Approval of Plans. Prior to commencement of any construction, and prior to any demolition or material alteration of any existing improvement

constituting a part of the Terrace, the District shall submit its design and construction plans to Block 22 and the Association for approval, such approval not to be unreasonably withheld or delayed by Block 22 or the Association. No construction, demolition or material alteration by the District shall commence until such approval is obtained.

1.7 Time for Construction; Termination. The District shall have four (4) years following execution of this Agreement to complete construction of improvements in the Terrace Easement. Should the District fail to complete construction of improvements in the Terrace Easement within four (4) years following execution of this Agreement, Block 22 shall have the absolute right to terminate the Terrace Easement. Upon termination of the Terrace Easement by Block 22 for failure to timely complete construction, the District shall be obligated to immediately restore the Terrace to the condition existing upon the Commencement Date, at the District's sole cost and expense.

1.8 Abandonment. Upon the abandonment of the easement by the District and CCDC or the successor in interest to the District (if abandonment should ever occur), then the District shall be obligated to immediately restore the Terrace to the condition existing upon the Commencement Date, at the District's sole cost and expense.

1.9 Special Rights of Block 22. Notwithstanding exclusive rights provided to the District to the Terrace as provided herein, Block 22 reserves and the District hereby grants to Block 22 as owner of the Event Arena Unit, the Hotel Unit and the Restaurant and Bar Unit:

- (a) right of access for Block 22, its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns and the guests, invitees and patrons of the Hotel Unit and the Restaurant and Bar Unit, through the Hotel Unit Access and the Bar Unit Access, respectively, as shown on the

Passageway Depiction (**Exhibit D**) subject to the reasonable specific restrictions and limitations provided by the District as follows.

The parties agree (i) to recognize, honor and enforce certain Rules and Regulations for the Use, Management And Security of the Convention Passageway (“Rules”), and to, in good faith, agree to modification of the Rules from time to time as actual construction and use of the Passageway progresses and develops. In the event District and Block 22 are unable to agree upon such reasonable modification of the Rules, then the parties shall first attempt to mediate their disagreement through meeting and discussion between the Executive Director of the District and the General Manager of the Hotel Unit. If such meetings are unsuccessful in resolving the matter, then two (2) members of the Board of Directors of the District and of Block 22 shall be appointed by the respective Board to formally mediate the matter by and with the assistance of a mutually acceptable third party mediator actively engaged in mediation in Boise, Idaho. Any other dispute hereunder, or enforcement of the Rules, may be resolved by judicial proceedings in the Fourth Judicial District Court in and for the County of Ada, State of Idaho.

(ii) District may close and lock the Security Doors (as such are shown on the Passageway Depiction) at any time and all times that the District determines appropriate to do so, subject to compliance with applicable fire and safety laws and regulations.

(iii) Block 22 shall determine the time periods when the Hotel Unit Access doors and the Bar Unit Access doors will be unlocked and allow access from the Grove Hotel and/or from the Restaurant and Bar Unit (the “Bar Unit”), provided however, that the District with 30-days’ advance written notice, may require the Bar Unit Access doors to be closed and, subject to compliance with applicable fire and safety laws and regulations, locked at such times as the District determines events or activities occurring in the District’s facilities are incompatible with intermingling traffic from the Bar Unit.

(iv) Food and beverage or beverage containers from the Bar Unit shall not be allowed at any time in the Convention Passageway. At all times the Bar Unit Access doors are open (unlocked) and provide access to the Convention Passageway, and an event is occurring in the District’s facilities, the owner of the Bar Unit shall provide and maintain a doorkeeper or other security person to monitor all traffic between the facilities.

(v) The District shall maintain the Convention Passageway at its expense in a manner comparable to its maintenance of its other facilities. In the event any extraordinary cleaning or maintenance is

required in the Convention Passageway solely as a result of Block 22's actions, or the actions of a patron of the Hotel Unit or Restaurant and Bar Unit, then Block 22 shall either undertake such cleaning or maintenance at its sole expense and to the District's satisfaction or shall reimburse the District for the reasonable costs incurred by the District in performing such extraordinary cleaning or maintenance.

(vi) Emergency stairs access at either end of the Convention Passageway shall be exit only (no entry to the Convention Passageway from the emergency stairs stairwell). It shall be the obligation and responsibility of Block 22 to secure the same.

(vii) The owner of the Restaurant and Bar Unit and the District shall provide written, monthly schedules of all events scheduled to be in their respective facilities to each other.

(viii) The District acknowledges that events in the Event Arena Unit and the Restaurant and Bar Unit will generate noise that may be carried through the Convention Passageway and to the Boise Centre or Expansion Facilities, and the District assumes all obligation to provide adequate soundproofing in the Convention Passageway to protect from any noise emanating from the Event Arena Unit, Restaurant and Bar Unit or Hotel Unit that the District may find objectionable.

(ix) Block 22 reserves the right, and the District acknowledges that Block 22 has the right, to place signage on the exterior of the Convention Passageway, for itself and its sponsors, including but not limited to a tenant of the Restaurant and Bar Unit, as well as temporary signage in promotion of events in the Event Arena Unit and the Hotel Unit. Notwithstanding the foregoing, no banner or other signage shall be placed or mounted by Block 22 or the Association or their respective tenants, assignees, guests or invitees which covers or obscures any part of the no advertising area being constructed as a bank of windows as depicted on **Exhibit E** attached hereto and made a part hereof by this reference.

2. CONSTRUCTION OF CONVENTION PASSAGEWAY.

2.1 *Construction of Convention Passageway.* Within thirty (30) days following the Commencement Date (hereinabove defined), the District shall commence and diligently and continuously prosecute to completion the construction of the Convention Passageway, over and across the Terrace and the easement herein and hereby granted, in accordance with the previously approved plans and specifications, and subject to the following:

(a) Preparation of plans and specifications for the Convention Passageway by District's design and engineering professionals, at District's sole expense, and approval of the same by Block 22, as hereinabove provided;

(b) Obtaining required air rights easement over vacated Eighth Street from CCDC by District at District's sole expense (to allow the Convention Passageway to connect to the Boise Centre);

(c) Obtaining the construction of the Convention Passageway to completion in accordance with the approved plans and specifications by the District, at the District's direction, and initially at the District's sole cost and expense, **subject to** reimbursement by Block 22 to the District of Block 22's allocated portion of the Total Costs of the Passageway Project. The "Passageway Project" means the design, engineering, permitting, and construction to completion of the Convention Passageway, including any interior finish and décor. The Total Costs of the Passageway Project means all direct costs of the design, engineering, permitting and construction. The Block 22 allocated portion of the Total Costs shall be the specific costs of the crosshatched Block 22 Area (as shown on the Passageway Depiction) certified by the District's Construction Manager (ESI).

3. BLOCK 22 CONSTRUCTION.

3.1 *Restaurant/Bar Remodel.* Block 22 shall undertake and complete, prior to the later of (a) the issuance of a certificate of occupancy for the Expansion Facilities and (b) completion of the construction of the Convention Passageway, a remodel and upgrade of the Restaurant and Bar Unit, the particulars of which shall be in Block 22's sole discretion.

3.2 Other Block 22 Construction. To the extent any modifications or improvements are required within the Hotel Unit, the Event Arena Unit and/or the Restaurant and Bar Unit to provide access therefrom to the Convention Passageway, such modifications and/or improvements shall be solely at the direction and expense of Block 22, and the District shall have no responsibility or liability therefor whatsoever.

4. MISCELLANEOUS.

4.1 No Waiver. No failure to exercise and no delay in exercising any right, power or privilege on the part of any parties shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

4.3 Time of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default under this Agreement by the parties so failing to perform.

4.4 Amendment. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

4.6 Notices. Any notice, demand or request that may be or is required to be given under this Agreement shall be delivered in person, or sent by United States certified or registered mail, postage prepaid, to the intended party, at the following address:

Block 22: Block 22 LLC
 Attn: CFO/Controller
 245 S. Capitol Blvd
 Boise, ID 83702

Association: Block Twenty-Two Condominiums Association, Inc.
 c/o Block 22 LLC
 Attn: CFO/Controller
 245 S. Capitol Blvd
 Boise, ID 83702

District: Greater Boise Auditorium District
 Attn: Executive Director
 850 W. Front Street
 Boise, ID 83702

All notices shall be in writing, and shall be deemed given on the day of personal delivery, or the date three (3) days after deposit with the U.S. Postal Service in the manner required. A party may change its notice address by written notice to the other parties.

4.7 Attorney Fees. If any party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, then the prevailing party in such litigation in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If any party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement, or obligation of the other party to this Agreement, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Agreement. Attorneys' fees

shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such litigation is prosecuted to judgment.

4.8 Counterpart Execution. This Agreement may be executed in any number of counterparts and by the different parties in separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall constitute but one and the same Agreement. When counterparts of this Agreement executed by each party have been delivered to all parties, this Agreement shall become effective of the date hereof.

4.9 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and the easements hereby granted shall run with the properties described herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

Block 22:

Block 22 LLC,
an Idaho limited liability company

By: JRS Properties III L.P., Member/Manager

By: JRS Management, L.L.C., General Partner

By: _____
Scott Simplot, Manager

By: WC/WLDC Idaho, L.L.C., Member

By: _____
A. J. Balukoff, Manager

Association:

Block Twenty-Two Condominiums Association, Inc.,
an Idaho non-profit corporation

By: _____
John Cunningham, President

District:

Greater Boise Auditorium District,
a governmental subdivision of the State of Idaho

By: _____
Jim Walker, Chairman

By: _____
Pat Rice, Executive Director

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared _____, known or identified to me to be a manager in the limited liability company of WC/WLDC Idaho, L.L.C., as Member/Manager of Block 22, LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared Scott Simplot, known or identified to me to be a manager in the limited liability company of JRS Management, L.L.C., as General Partner of JRS Properties III L.P., as Member/Manager of Block 22 LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared John Cunningham, known or identified to me to be the President of Block 22 Condominiums Association, Inc., an Idaho non-profit corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he/she executed the same in said corporation's name.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Walker, known or identified to me to be the Chairman of Greater Boise Auditorium District, an governmental subdivision of the State of Idaho, that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Walker and Pat Rice, known or identified to me to be the Chairman and Executive Director, respectively, of Greater Boise Auditorium District, an governmental subdivision of the State of Idaho, that executed the within and foregoing instrument, or the persons who executed the instrument on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

CONSENT AND ACKNOWLEDGMENT

The Urban Renewal Agency of Boise, also known as Capital City Development Corporation, does hereby consent to the creation and execution of this Easement Agreement by the parties hereto, and acknowledges that the terms of and the exercise of rights under this Easement Agreement does not violate any term, reservation or restriction in the Air And Ground Rights Easement, a copy of which is attached hereto as **Exhibit A**.

Urban Renewal Agency of Boise City

By: _____
John Hale, Chairman

By: _____
Patrick Shalz, Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared John Hale, known or identified to me to be the Chairman of Urban Renewal Agency of Boise City (also known as Capital City Development Corporation, an Idaho corporation), who subscribed said corporation’s name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation’s name.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared Patrick Shalz, known or identified to me to be the Secretary of Urban Renewal Agency of Boise City (also known as Capital City Development Corporation, an Idaho corporation), who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A
CCDC Easement

AIR AND GROUND RIGHTS EASEMENT

This Air and Ground Rights Easement is made by and between the Urban Renewal Agency of Boise, also known as Capital City Development Corporation (the "Agency") and Block 22 LLC, an Idaho limited liability company (the "Developer") whose address is P.O. Box 27, Boise, Idaho 83707 and is entered into as of this 18th day of November, 1996.

RECITALS:

A. WHEREAS, in the implementation of the Amended and Restated Urban Renewal Plan Approved by the Boise City Council, Effective December 6, 1994 (the "Redevelopment Plan") for the Developer's Redevelopment project, the Agency entered into a Disposition and Development Agreement with the Developer dated May 9, 1994; a First Implementation Agreement dated October 21, 1994; a Second Implementation Agreement dated February 13, 1995; and a Third Implementation Agreement dated January 3, 1996 (collectively referred to herein as the "DDA"), providing for the purchase and development of certain real property (the "Site") by the Developer. A description of the Site is attached hereto as Exhibit A;

B. WHEREAS, the Developer has commenced construction upon the Site for the Developer's Improvements, all as more particularly described in the DDA;

C. WHEREAS, since the commencement of construction, the Developer has proposed a Revised Scope of Development differing from the Scope of Development set forth in the DDA;

D. WHEREAS, the Revised Scope of Development includes the addition of several levels of hotel/residential units and reorientation of the hotel facility with portions thereof located on and portions thereof overhanging certain real property owned by the Agency and commonly referred to as the "Grove";

E. WHEREAS, those portions of the Grove owned by Agency and upon which, pursuant to the terms hereof, Developer is granted the right to locate improvements on and above is more particularly described on Exhibit B attached hereto and is hereinafter referred to as the "Encroachment Area";

NOW, THEREFORE, in consideration of the easements granted and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Air Rights Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the real property described in Exhibit A, a perpetual, nonexclusive easement in the air space over the Encroachment Area to the extent reasonably necessary to accommodate the construction,

AIR AND GROUND RIGHTS EASEMENT - 1

96100243
IDA CO. RECORDER
DAVID AVABRO
BOISE ID
Block 22 LLC
96 DEC 6 AM 10:24
96 DEC 6 AM 10 24
51.00 d. J. Tel
RECORDED AT THE REQUEST OF

location and maintenance of that part of the Developer Improvements as extend over and above the Encroachment Area.

2. Grant of Ground Support Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the Site as described in Exhibit B an exclusive easement within the Encroachment Area, as more particularly depicted on Exhibit C hereto in order to install, locate and maintain the necessary footings, columns and foundations for that portion of the Developer Improvements to be built and extending over the Encroachment Area, subject, however, to all existing easements now existing on the Encroachment Area.

3. Damages and Indemnity. In exercising the rights granted under the terms hereof and satisfying the obligations imposed herein, Developer shall take every precaution to avoid unlicensed encroachment upon and interference with and damage to the Encroachment Area and other improvements on the Encroachment Area and all surface and subsurface electric, gas, telecommunication and other utility lines, water and sewer pipes, storm and/or runoff collection, retention and distribution facilities, landscaping and sprinkler systems, and, if such are disturbed or harmed in any way by Developer's activities, Developer shall, at its sole cost, repair any and all such damage. Developer hereby covenants and agrees to defend, indemnify and hold harmless the Agency and its officers, employees, representatives, agents, successors and assigns (hereinafter, collectively the "Indemnitees") from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), and costs, including, without limitation, attorneys fees, court costs, consultant fees, expert fees, and other litigation related expenses (hereinafter, collectively the "Claims"), brought against, imposed upon, suffered by or paid by Indemnitees and arising out of or in connection with or resulting from (i) excavation and construction activities; (ii) acts of omission or commission or negligence of Developer or Developer's employees, contractors, subcontractors, consultants, agents, officers, employees, or assigns; (iii) damage to Agency's property; (iv) damage to Developer's property; (v) damage to any third party's property; or (vi) injury to any person or persons, including accidental injury or death. The foregoing shall not include Claims resulting solely from the negligence or willful act or omission of the Agency. The foregoing indemnity shall survive and continue after the execution hereof and the termination or revocation of the easements granted hereunder.

4. Duty of Maintenance. Developer or any subsequent owner of the Site described in Exhibit A, shall have the duty and obligation to at all times maintain the footings, columns and foundations erected on the Encroachment Area and that portion of the Developer Improvements built over the Encroachment Area.

5. Easements Run With Agency Property. The easements hereby granted to Developer shall be easements running with the Agency property for the benefit of the Site

AIR AND GROUND RIGHTS EASEMENT - 2

and shall be binding upon Agency and its successors and assigns and successive owners of the Encroachment Area and inure to the benefit of the Developer and its successors and assigns and successive owners of the Site. The easements granted under this instrument shall continue so long as the Developer Improvements, as they are to be constructed pursuant to the DDA, remain in existence.

6. Restrictions, Covenants and Indemnities Run With the Site. The restrictions, covenants and indemnities hereby imposed in connection with the construction and maintenance of the subject Developer Improvements (collectively the "Restrictions") shall run with the Site for the benefit of the Encroachment Area and shall be binding upon the Developer and its successors and assigns and all successive owners of the Site and shall inure to the benefit of the Agency and its successors and assigns and all successive owners of the Encroachment Area. The Restrictions shall be perpetual obligations of the owners of the Site and shall run, notwithstanding any termination, expiration or revocation of the terms of the easements, until satisfied in accordance with the terms hereof.

7. Nonwaiver. No failure to exercise and no delay in exercising any right, power, or privilege on the part of any parties shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this instrument shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Notwithstanding the terms hereof, in the event of a conflict between the terms hereof and the terms and provisions of the DDA regarding construction, maintenance and further obligations of the Developer regarding the Developer Improvements, the terms and provisions of the DDA shall be controlling. All terms and provisions of the DDA regarding Developer Improvements, including, without limitation, required insurance, prior approval of plans and specifications, and maintenance obligations shall apply with respect to the construction, location and maintenance of the improvements and activities of the Developer contemplated by the terms hereof with full force and effect as if set forth in full herein.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

9. Time of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default under this instrument by the parties so failing to perform.

10. Amendment. This instrument may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

AIR AND GROUND RIGHTS EASEMENT - 3

11. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This instrument shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

IN WITNESS WHEREOF, the Agency and the Developer have entered into this instrument as of the day and year first above written.

"AGENCY"

URBAN RENEWAL AGENCY
OF BOISE CITY

By [Signature]
Its Chairman

By [Signature]
Its Secretary *APN*

"DEVELOPER"

BLOCK 22 LLC

By S-SIXTEEN LIMITED
PARTNERSHIP, Member

J. R. Simplot, Self-Declaration of
Revocable Trust, General Partner

By: Charles E. Morey
J. R. Simplot, Trustee
Charles E. Morey, Authorized Agent

In the State of Idaho, county of Ada,
On December 2, 1996, subject
affirmed before me.

Aimee Neely
Aimee Neely, Notary Public
My commission expires 03/26/02



By DIAMOND HOLDING LLC,
Member
[Signature]
W. Cord Pereira, Manager

Notary of the signature,
Charles Morey, Cord Pereira,
Jerry Jenkins.

By WC/WLDC IDAHO, LLC, Member

Charles Morey, Agent for S-Sixteen
Limited Partnership; [Signature] 11/21/96
Cord Pereira, President of Diamond Holdings, LLC
Jerry Jenkins, Manager

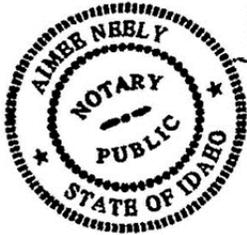
AIR AND GROUND RIGHTS EASEMENT - 4

Jerry Jenkins, Agent for WC/WLDC Idaho, LLC
- end - Aimee Neely

In the State of Idaho:
County of Ada:

On this 04th day of December, 1994

E. James Perkinson personally appeared before
me and sufficiently proved and affirmed
before me his signature to be true and contained
within this legal document. He further affirmed
that he is the Chairman of the Urban Renewal
Agency of Boise City and is empowered to
act as its agent.



Almee Neely
ALMEE NEELY
NOTARY PUBLIC, MY COMMISSION
EXPIRES AUG 19, 2002

EXHIBIT A

LEGAL DESCRIPTION
FOR
C.C.D.C./BLOCK 22 LLC

A parcel of land situated in the NE¹/₄ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, the vacated alley in Block 22 of the Boise City Original Townsite, and Lots 1 thru 6, Lots 8 thru 12 and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Block 22, a point, marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line and along a curve to the left whose radius is 100.00 feet, whose length is 95.93 feet, whose central angle is 54°57'53" and whose long chord bears

North 86°12'13" East 92.30 feet to a point, marked by a 5/8" iron pin; thence along a line that is 10.00 feet Northerly of and parallel to the Northerly line of said Block 22

South 54°47'58" East 248.27 feet to an iron pin on the extended Southeasterly boundary of the said Block 22, thence along the said Southeasterly boundary

South 35°13'30" West 10.00 feet to **THE POINT OF BEGINNING**,

Said parcel contains 1.921 acres, more or less.

File:A:BL22LGL.WPD



**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 1538
Date: November 13, 1996

DESCRIPTION
FOR
C.C.D.C./BLOCK 22 L.L.C.
GROVE EASEMENT

A parcel of land situated in the NE¼ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

COMMENCING at the Northeasterly corner of said Block 22, a point marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to **THE POINT OF BEGINNING**, marked by a 5/8" iron pin; thence along a line that is radial to a curve with a 100' radius

North 23°40'17" East 14.00 feet to a point; thence along a curve to the left whose radius is 86.00 feet, whose central angle is 54°57'12", whose length is 82.48 feet and whose long chord bears

North 86°11'41" East 79.36 feet to a point on a line that is radial to a curve with a 100' radius

South 31°16'55" East 14.00 feet to a point; thence along a curve to the right whose radius is 100.00 feet, whose central angle is 54°57'12" (formerly 54°57'53"), whose length is 95.91 feet (formerly 95.93 feet) and whose long chord bears

South 86°11'41" West 92.28 feet (formerly South 86°12'13" West 92.30 feet) to **THE POINT OF BEGINNING**



EXHIBIT B

AIR AND GROUND RIGHTS EASEMENT

Sheet 1 of 2

EASEMENT AGREEMENT - 29

EXHIBIT A

2353776_2

Client:3273934.15

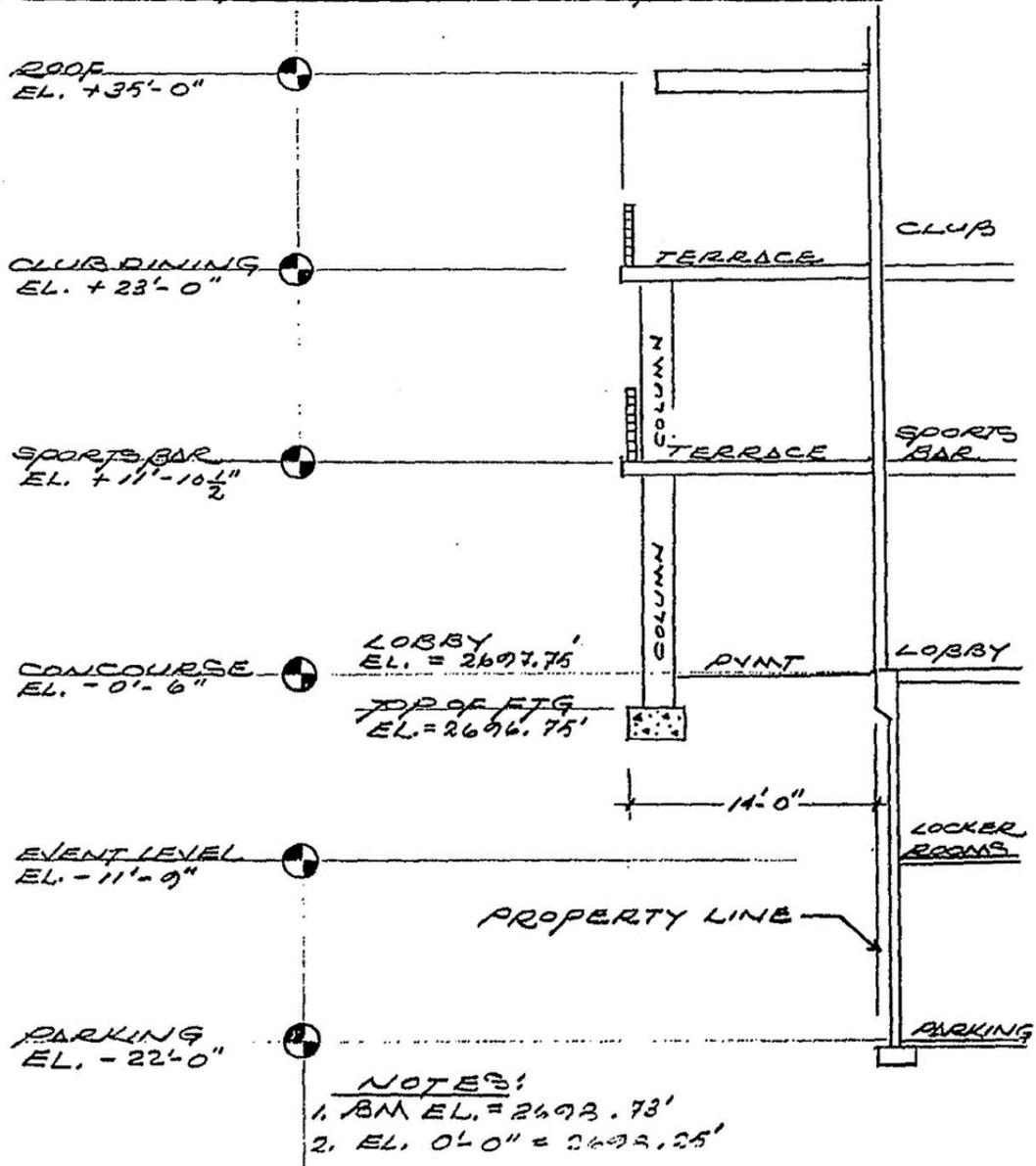
THE POLARIS GROUP, INC.
INTERNATIONAL BUILDING CONSULTANTS

4975 Cliff Point Circle East
 Colorado Springs, CO 80919
 Phone 719-594-2079 Fax 719-594-0815
 e-mail PolarisGrp@aol.com

Project Name: WESTCOAST BOISE
 Project No.: HOTEL & BACENTRE
 Date: 11/10/06 By: D.A. NUSS
 Sheet: EXHIBIT C Page 1 of 6

AIR & GROUND RIGHTS EASEMENT

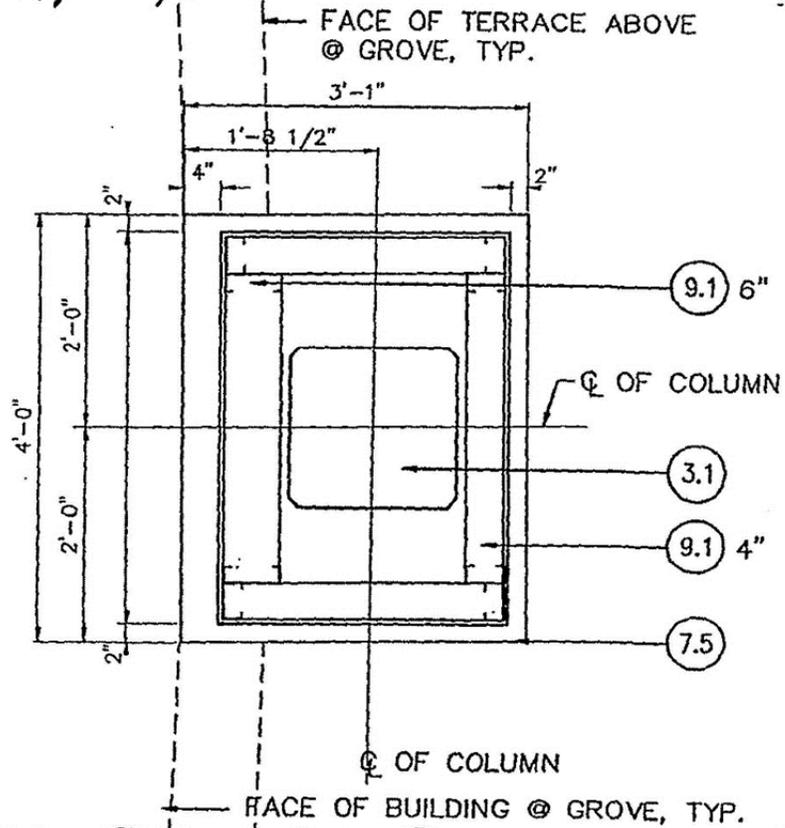
PARTIAL BLDG SECTION AT GROVE



BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 3 OF 3



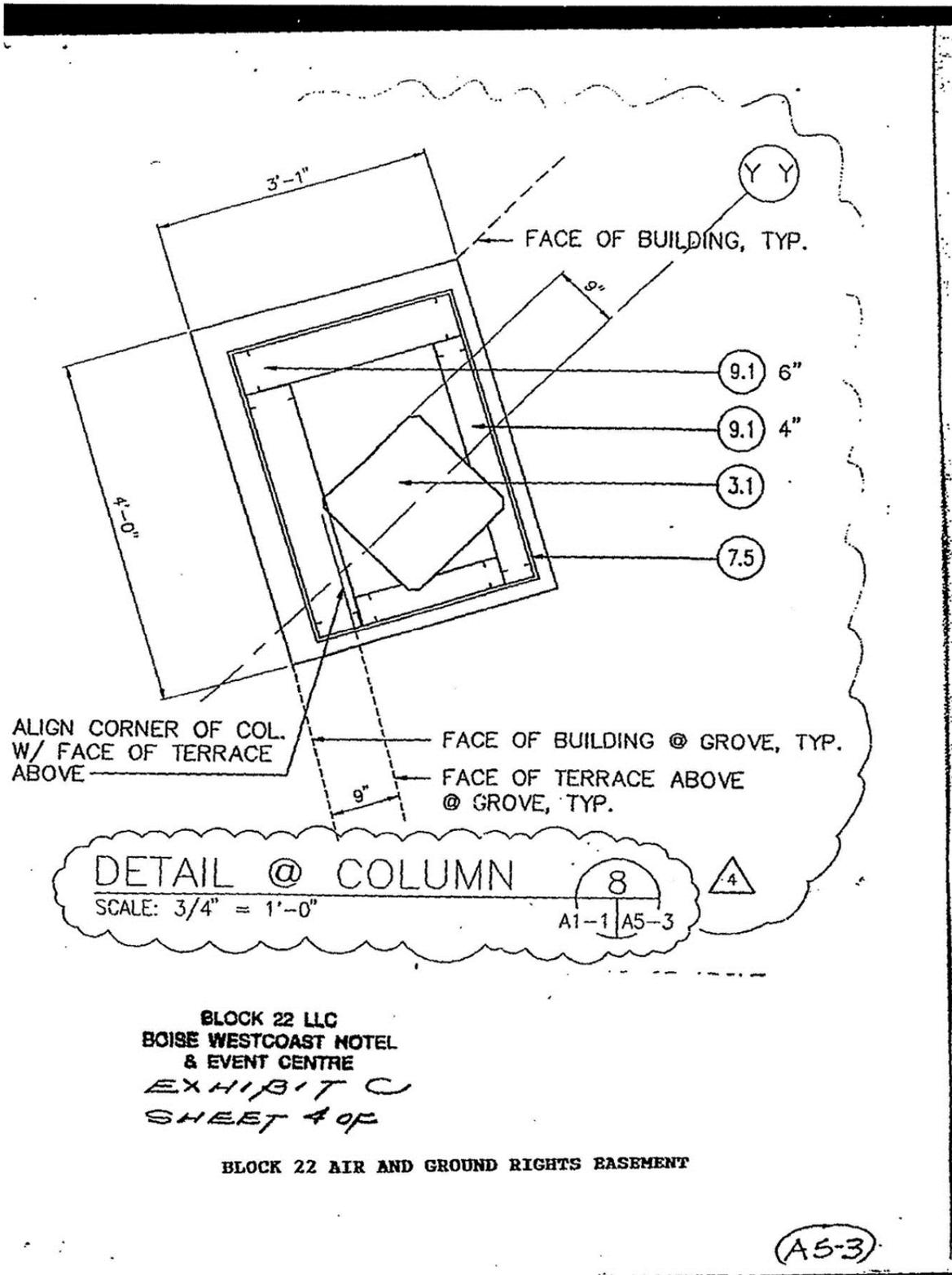
DETAIL @ COLUMN

SCALE: 3/4" = 1'-0"

7
A1-1 | A5-3



A5-3



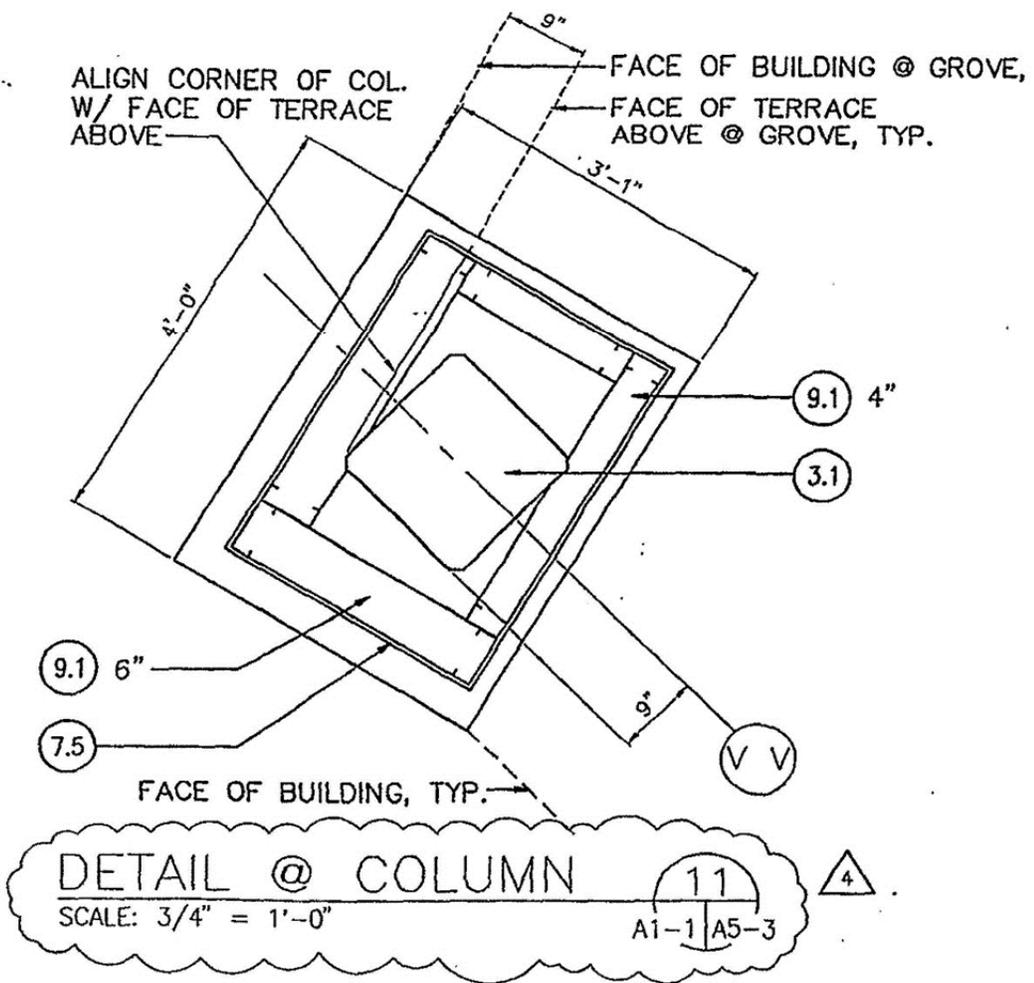
BLOCK 22 LLC
 BOISE WESTCOAST HOTEL
 & EVENT CENTRE
EXHIBIT C
SHEET 4 OF

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

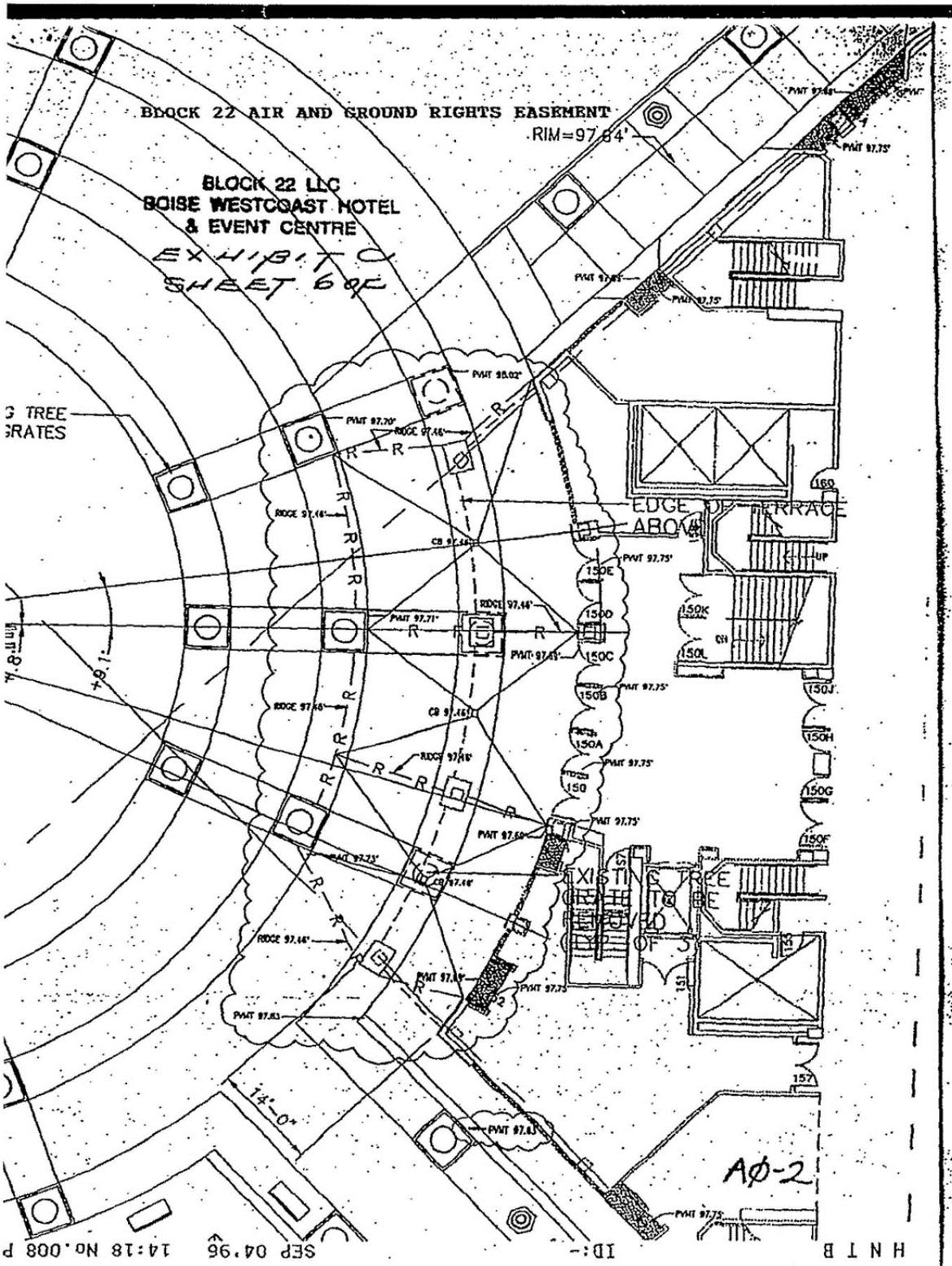
(A5-3)

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE
EXHIBIT C
SHEET 50F.



A5-3



TEALEY'S LAND SURVEYING
 108 S. 4th ST. • POSE, IDAHO
 208-285-0638

SURVEY FOR
 C.D.C. - BLOCK 22, B.C.O.T.
 A PORTION OF BLOCK 22 AND VACATED R/W, B.C.O.T.
 SITUATED IN THE NE 1/4, SECTION 10, T.3N, R.2E, B.M.

REVISED: 6/29/92
 NORTH BOUND
 REVISED: 11/7/92
 EASEMENT

DWG 152

CERTIFICATE OF SURVEYOR

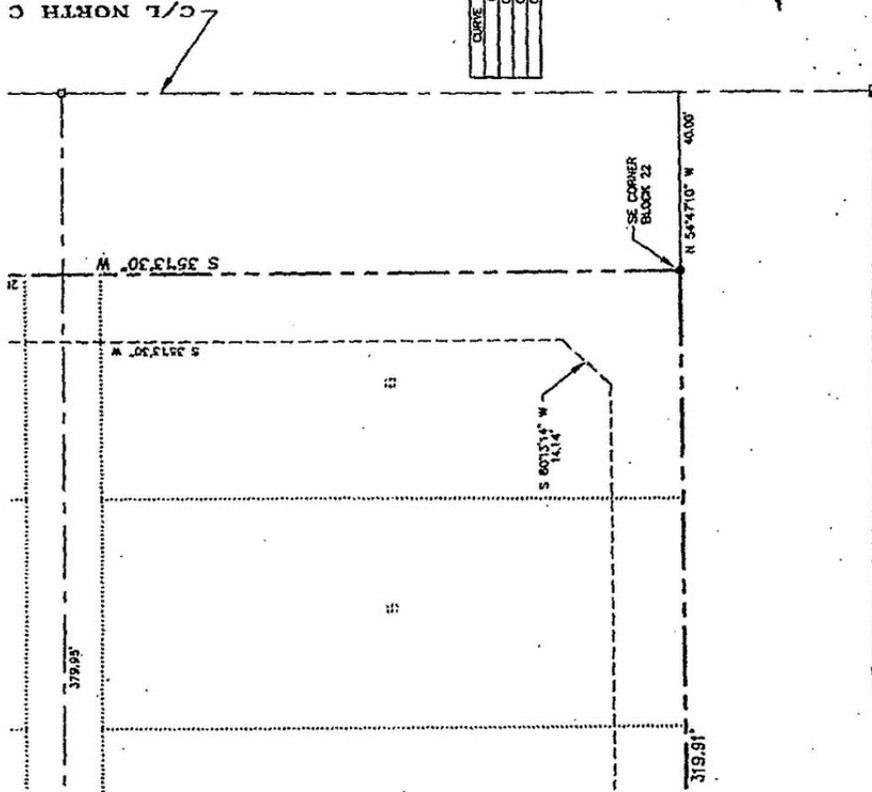
I, PATRICK A. TEALEY, PLS NO. 4347, STATE OF IDAHO,
 DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED
 ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY
 DIRECT SUPERVISION AND IS IN ACCORDANCE WITH THE
 LAWS OF IDAHO RELATING TO SURVEYS.



CURVE DATA

| CURVE | RADIUS | LENGTH | CHORD | BEARING | DELTA |
|-------|----------|---------|---------|---------------|-----------|
| C-1 | 100.00' | 85.91' | 82.26' | N 80°15'41" E | 84°57'12" |
| C-2 | 5400.00' | 128.62' | 128.61' | S 54°00'00" E | 01°21'43" |
| C-3 | 100.00' | 18.96' | 18.94' | N 83°17'07" E | 10°51'56" |
| C-4 | 85.00' | 82.48' | 79.35' | N 80°11'41" E | 54°57'12" |

EXHIBIT B
AIR AND GROUND RIGHTS
EASEMENT
SHEET 2 of 2



**SURVEY FOR
BLOCK 22, C.C.D.C.**

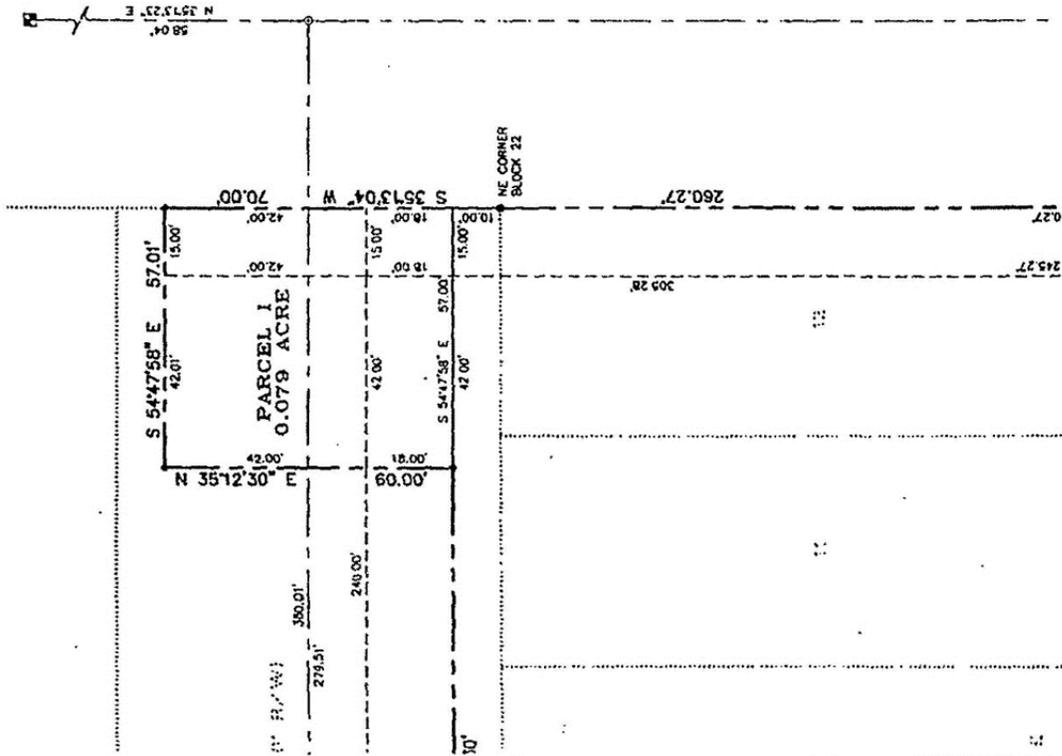
A PORTION OF VACATED WEST GROVE STREET, VACATED NORTH 8th ST
VACATED ALLEY, ALL OF LOTS 1 THRU 6 AND 8 THRU 12 AND A PORTION
LOT 7 OF BLOCK 22, B.C.O.T.
LYING IN THE NE 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

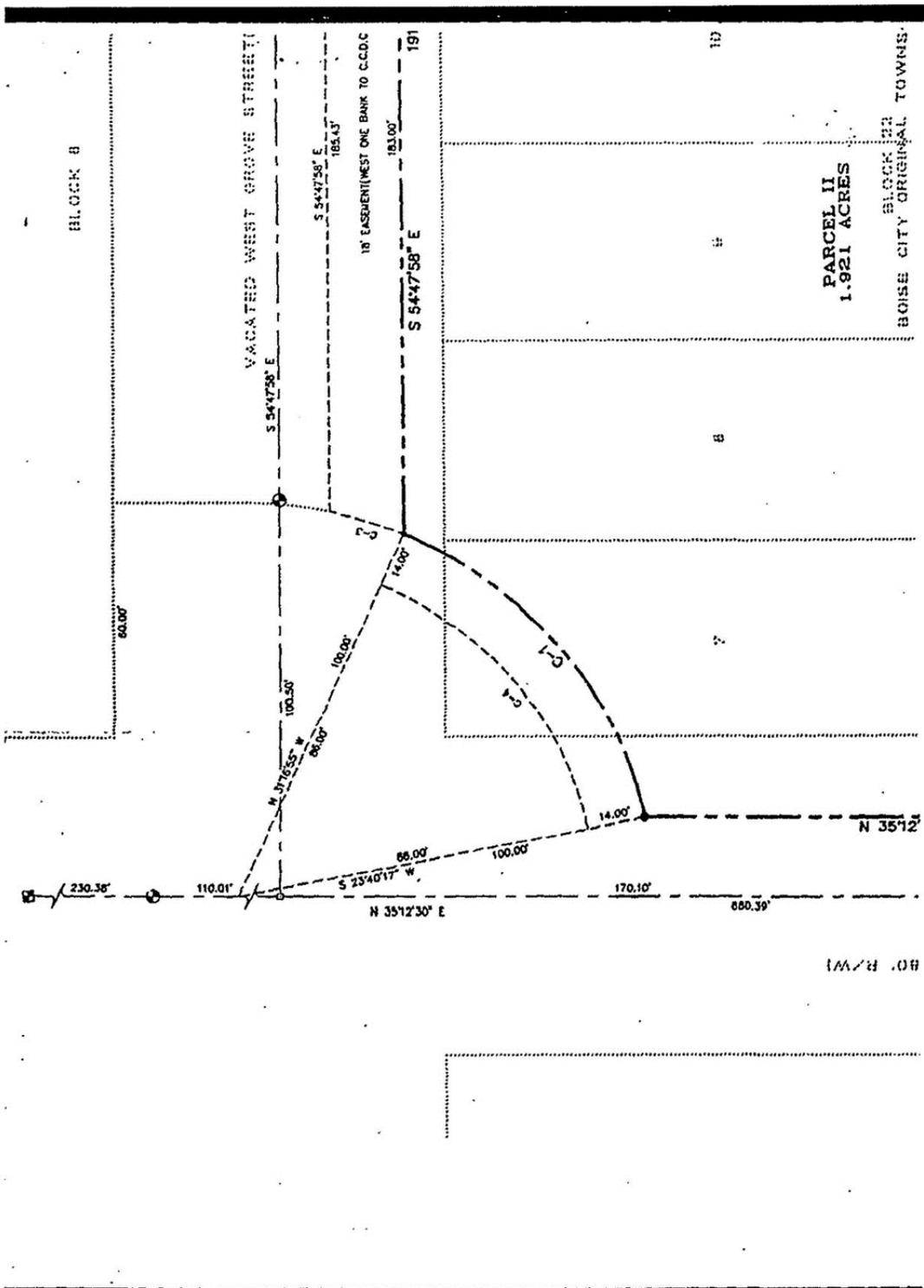


LEGEND

- BOUNDARY LINE
- - - EASEMENT BOUNDARY
- CENTER LINE
- ⊙ FOUND BRASS CAP
- ⊠ FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" IRON PIN w/CAP
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN w/CAP
- ⊞ CALCULATED POINT - NOT SET

PITOL BOULEVARD(60' R/W)

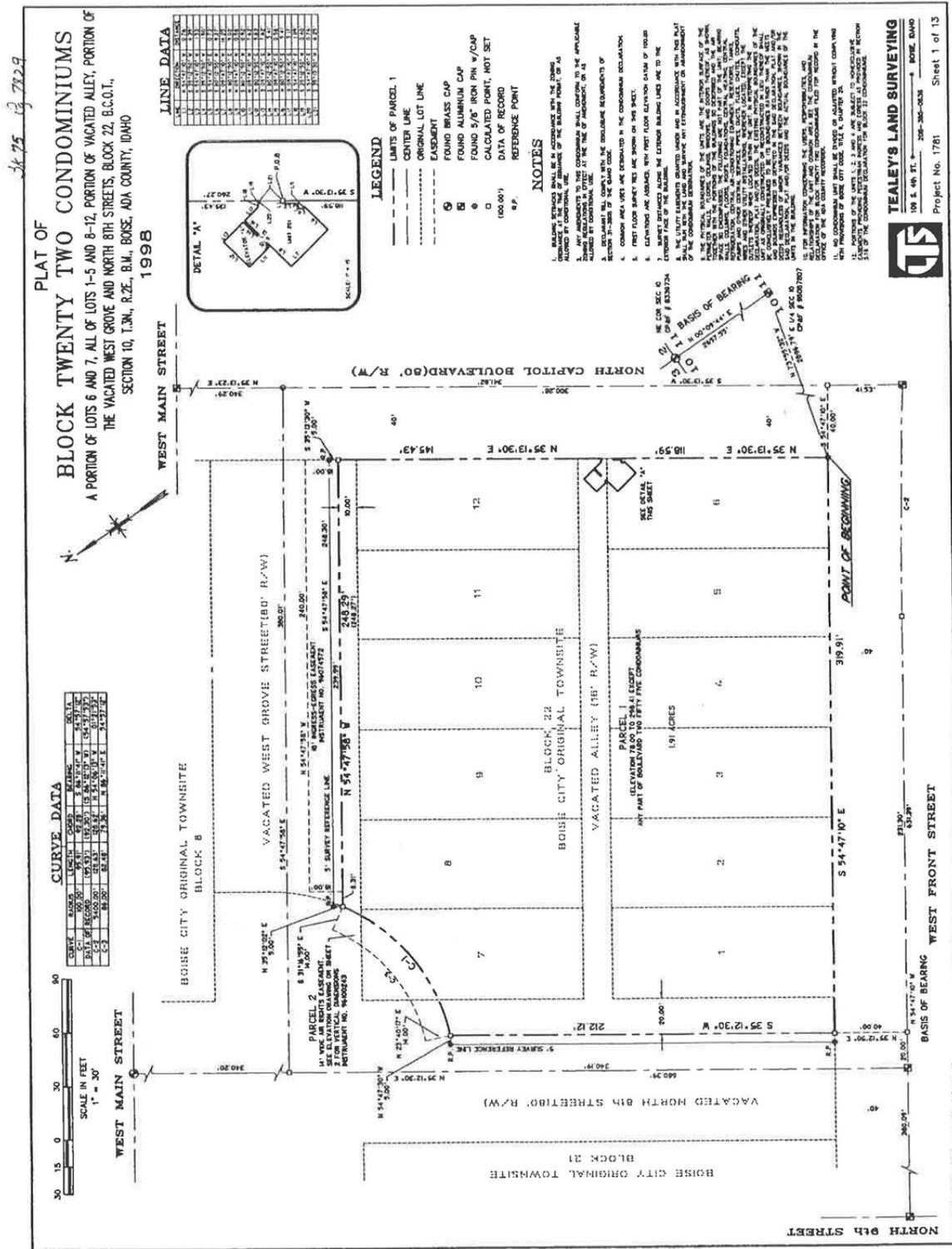




HO. R/W.1

EXHIBIT A-1

Plat



3K75-9-7880

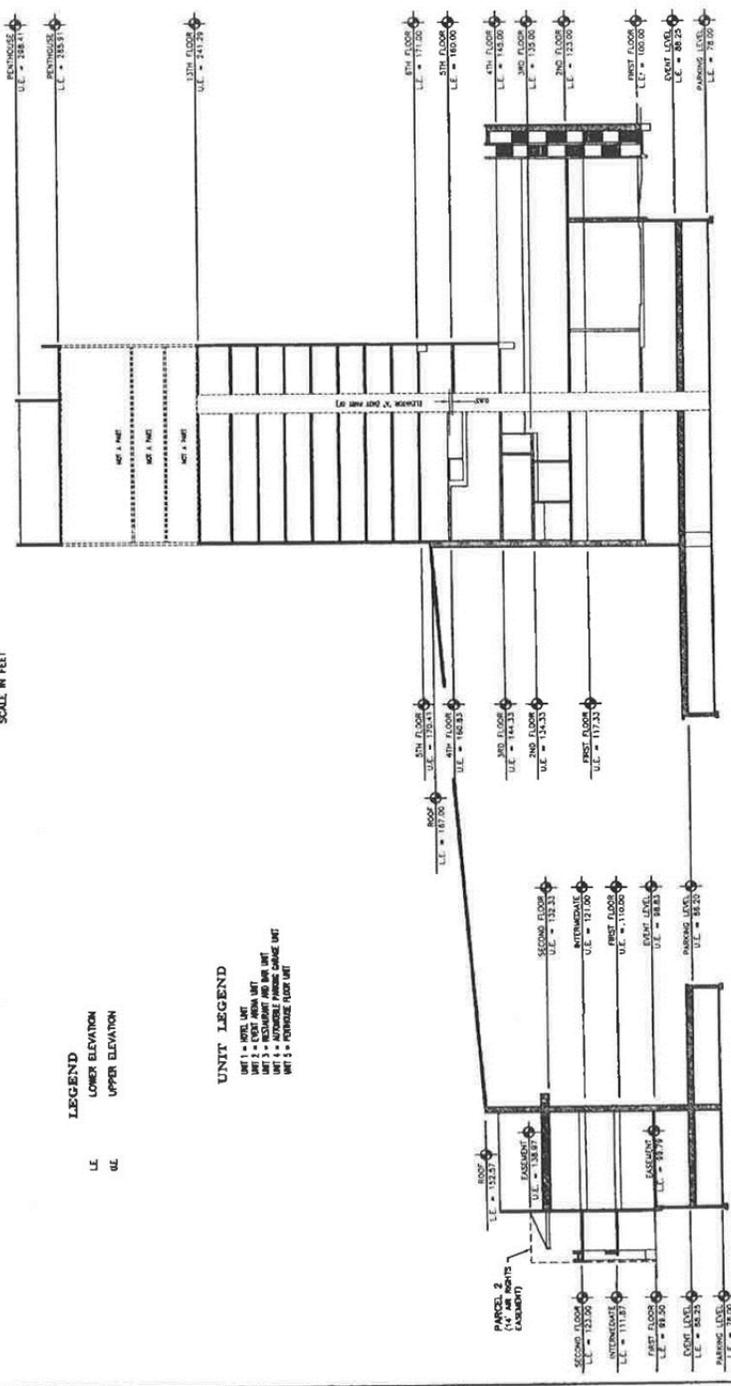
BLOCK TWENTY TWO CONDOMINIUMS

PLAT OF
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
 A PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
 BLOCK 22, B.C.C.I., SECTION 10, T.3N., R.2E., 84M.,
 BOISE, ADA COUNTY, IDAHO



LEGEND
 LE LOWER ELEVATION
 UE UPPER ELEVATION

UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = OFFICE UNIT
 UNIT 5 = PORCH/PAVILION UNIT



TEALEY'S LAND SURVEYING
 100 S. 4th St. - 200-360-0038 - BOISE, IDAHO
 Job No. 1781 SHEET 2 OF 13

EXHIBIT B

Description of Boise Centre

PARCEL 1

A parcel of land in Block 21, and in vacated Eighth and original Grove Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1 records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of Ninth and Front Streets; thence North 35°13'05" East 40.07 feet along the centerline of Ninth Street to a point; thence South 54°46'55" East 40.01 feet to the most Westerly corner of said Block 21; thence North 35°13'17" East 77.10 feet along the most Westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING; thence North 35°13'17" East 182.91 feet to the most Northerly corner of Block 21; thence North 35°12'08" East 37.08 feet to a point, thence South 54°47'33" East 240.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of vacated Original Grove Street to a point; thence along a curve to the left 23.88 feet, said curve having a radius of 100.00 feet, a central angle of 70°58'39" and a long chord bearing South 7°44'53" East 116.11 feet to a point; thence South 35°13'35" West 195.02 feet along a line 20.00 feet Westerly of and parallel to the centerline of vacated Eighth Street to a point; thence North 54°47'36" West 259.99 feet to a point; thence along a curve to the right 94.26 feet, said curve having a radius of 60.00 feet, a central angle 90°00'53" and a long chord bearing North 9°47'09" West 84.86 feet to the TRUE POINT OF BEGINNING.

Containing 84,001.34 square feet or 1.928 acres, more or less.

PARCEL 2

A parcel of land in vacated Original Grove Street between 9th and 8th Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said BOISE CITY ORIGINAL TOWNSITE; thence along the centerline of Main Street South 54°47'55" East, 40.05 feet to a point; thence South 35°13'17" West, 40.09 feet to the most northerly corner of said Block 9; thence continuing South 35°13'17" West 260.00 feet along the easterly right-of-way line of 9th Street to the most westerly corner of Block 9; thence continuing South 35°13'17" West, 13.84 feet to a point; thence South 54°47'33" East, 130.00 feet along a line 26.25 feet

northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the TRUE POINT OF BEGINNING; thence South 35°12'27" West 29.25 feet to a point; thence South 54°47'33" East 70.00 feet along a line 3.00 feet southwesterly of and parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East 29.25 feet to a point; thence North 54°47'33" West 700.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to the TRUE POINT OF BEGINNING.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof membrane and roofing slab over the underground parking facility, varying in elevation from 2745.5 to 2746.25, Boise City Datum will define the ownership.

Utility easements penetrating the wearing surface, membrane and basement roofing slab with horizontal extensions to the edge of the parcel shall be provided at locations to be determined in the final design.

Containing 2,047.50 square feet or 0.047 acres, more or less.

EXHIBIT C

Description of Expansion Facilities

Beginning a point which is 20.00 feet S.54°47'55"E. and 40.00 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence S.54°47'55"E. 126.94 feet; thence S.35°11'57"W. 180.23 feet; thence S.54°46'29"E. 23.43 feet; thence S.35°15'06"W. 42.33 feet; thence S.54°44'54"E. 82.73 feet; thence N.35°15'06"E. 11.50 feet; thence S.54°44'54"E. 16.67 feet; thence N.35°15'06"E. 12.83 feet; thence S.54°44'54"E. 29.00 feet; thence S.35°15'06"W. 23.67 feet; thence N.54°44'54"W. 28.17 feet; thence S.35°15'06"W. 46.60 feet; thence S.54°46'00"E. 69.40 feet; thence S.35°13'13"W. 17.44 feet; thence N.54°44'54"W. 159.23 feet; thence S.35°36'42"W. 14.41 feet; thence N.54°47'21"W. 80.73 feet; thence N.35°13'45"E. 10.25 feet; thence northerly 136.79 feet along the arc of a 100.00 feet radius non-tangent curve to the left, (chord bears N.04°02'51"W. 126.37 feet); thence N.35°13'45"E. 192.22 feet to the point of beginning.

The above described part of an entire tract contains 42865 square feet in area or 0.984 acres.

EXHIBIT D
Passageway Depiction

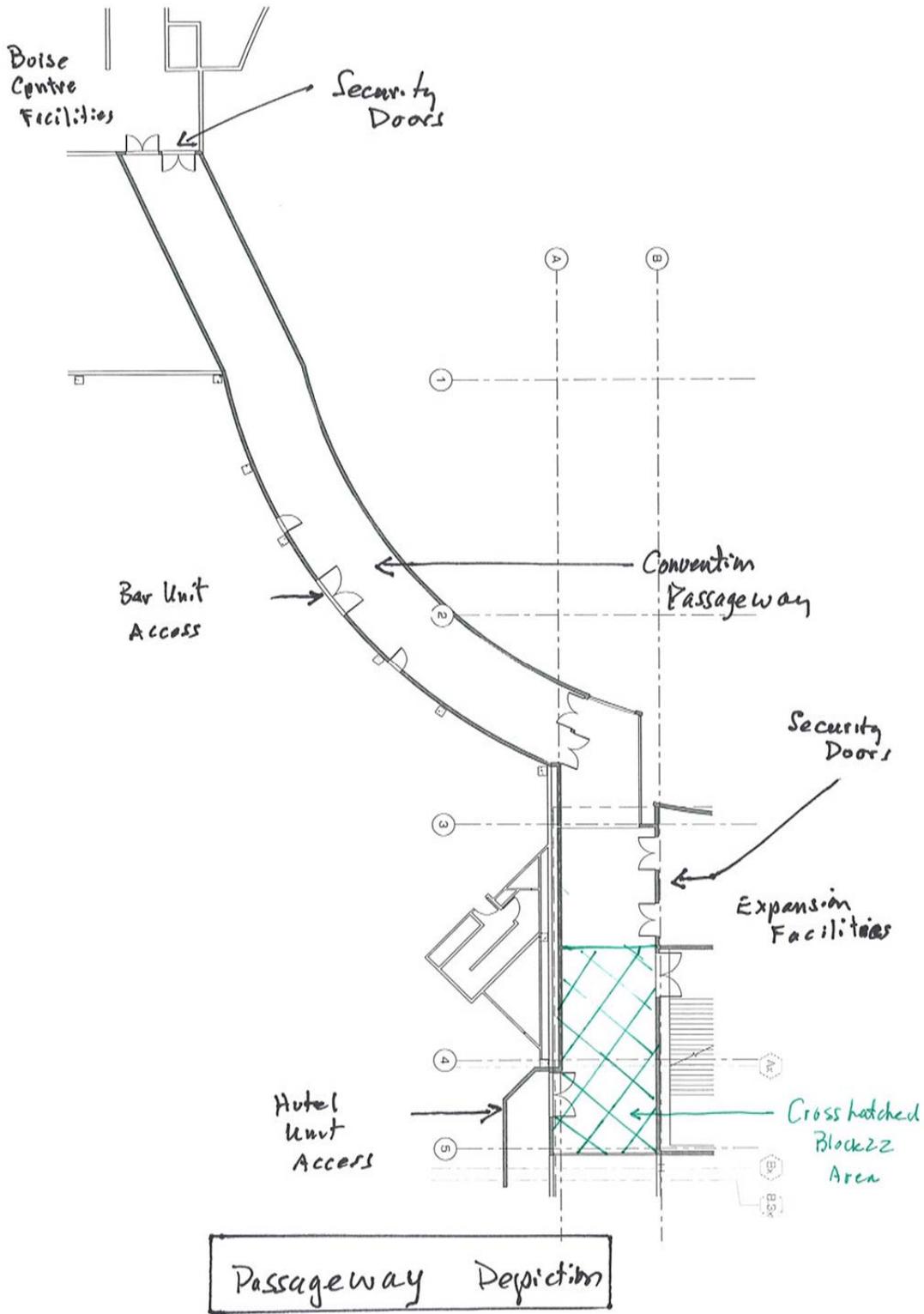
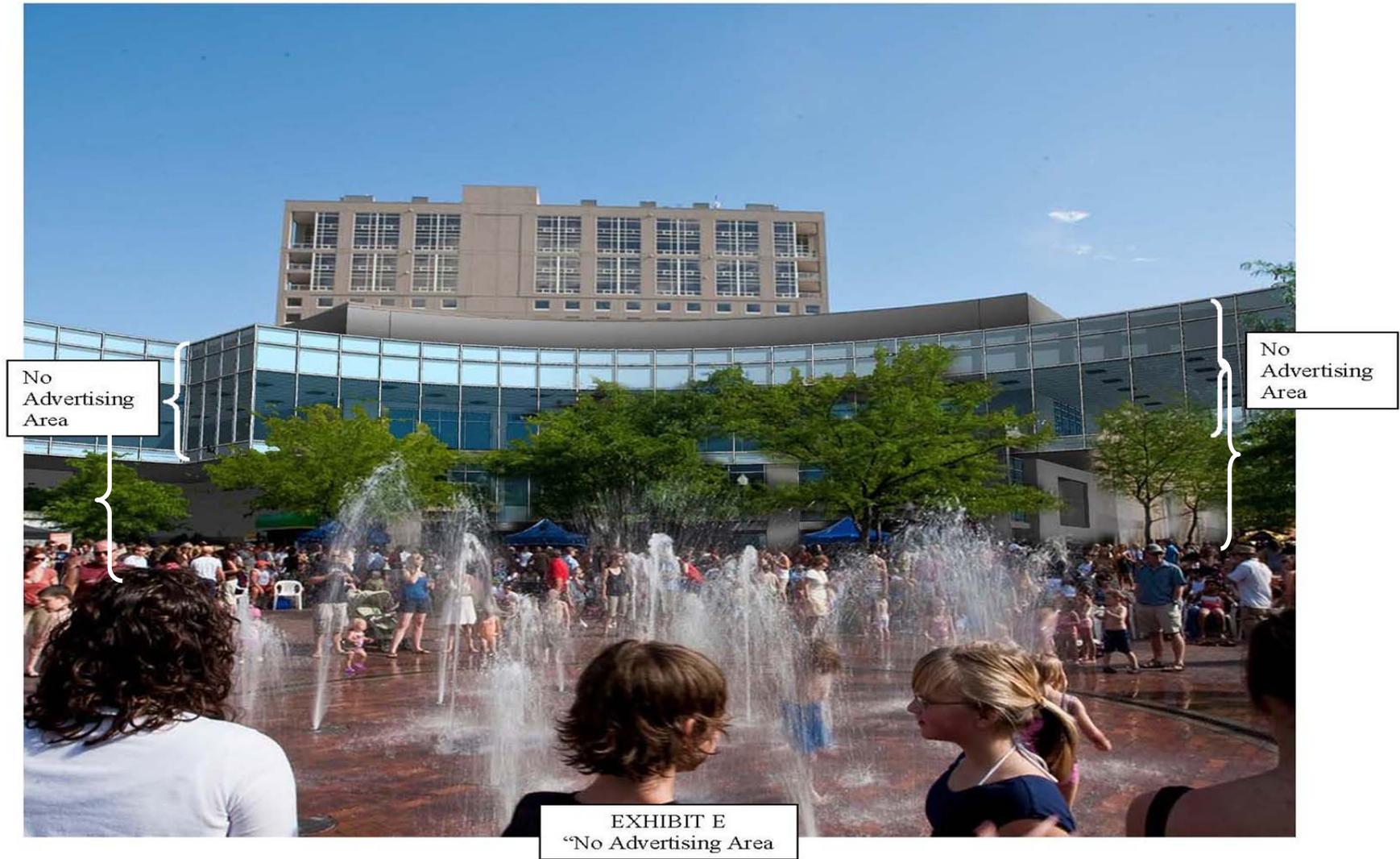


EXHIBIT E
No Advertising Area



4822-9399-4786, v. 1



AGENDA BILL

| | | |
|--|---|-------------------------------|
| Agenda Subject: Resolution #1382 Approval of T4 Participation Agreement with City of Boise for Geothermal Expansion Local Match | | Date: March 9, 2015 |
| Staff Contact: Doug Woodruff | Attachments: 1) Resolution #1382 2) T4 Participation Agreement | |
| Action Requested: Adopt Resolution #1382, approving and authorizing the execution of the T4 Participation Agreement with the City of Boise for Geothermal Expansion Local Match. | | |

Background:

At the February, 2015 CCDC Board of Commissioners meeting the Commissioners designated the Geothermal Expansion as a Type 4 Participation Program Project.

Since then, agency staff has been working closely with City of Boise staff to prepare the Type 4 agreement. The attached resolution and agreement outline the terms of CCDC's Participation.

Notable accomplishments embodied in this agreement include:

- CCDC funds will leverage \$500,000 in federal funds to make public infrastructure improvements in the Central Addition neighborhood. The federal funds otherwise would not be utilized, due to lack of local match funds and federal geographic restrictions.
- The Geothermal Expansion contributes to the LIV Boise initiative, by expanding and improving renewable energy in the LIV District.
- Executing this agreement quickly with the City will get the system expansion in place ahead of several private redevelopment projects in the neighborhood. System expansion is anticipated to be complete October, 2015.
- To further promote and encourage utilization of the system, the City has developed an incentive to offset costs for owners/developers. The City will offer free geothermal water equal to 125% of the capital cost to use collection water in lieu of supply water.

Fiscal Notes:

CCDC's reimbursement for the Geothermal Extension shall not exceed Five Hundred Thousand Dollars (\$500,000.00) or fifty percent (50%) of the total costs for the Geothermal Extension, whichever is less.

Staff Recommendation:

Agency staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the use of CCDC's funds as the local match for the geothermal system expansion and direct staff to execute the T4 Participation Agreement.

Suggested Motion:

I move to adopt Resolution #1382 authorizing the execution of the Type 4 Participation Agreement for Capital Improvement Reimbursement of the LIV District Geothermal Expansion.

Attachment 1

Resolution 1382

RESOLUTION NO. 1382

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

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

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

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

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

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

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

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

WHEREAS, the City of Boise City ("City") is undertaking an extension of the geothermal lines located within the River Myrtle Plan Area (the "Geothermal Extension");

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

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Participation Program Agreement with the City whereby the City will construct the Geothermal Extension and the Agency will reimburse the City up to Five Hundred Thousand Dollars (\$500,000.00) for the cost of the work performed by the City’s contractor on the Geothermal Extension as specified in the Agreement;

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 4 Participation Agreement with the City for the Geothermal Extension, and attachments thereto (collectively the “Agreement”);

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

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

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to 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 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 March 9, 2015, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2015.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4842-7324-7522, v. 1

Attachment 2

Type 4 Participation Agreement - Capital Improvement Reimbursement

LIV District Geothermal Expansion

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

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

LIV DISTRICT GEOTHERMAL EXPANSION

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

RECITALS

A. City of Boise is undertaking an extension and improvement of the geothermal system (“Geothermal Extension”) within an area that includes certain real property located in Boise, Idaho, more commonly known as the LIV District, (the “Project Site”) which is depicted on attached Exhibit A.

B. The Project Site is located in the River Myrtle-Old Boise Urban Renewal District (“River Myrtle District”). The Project will contribute to enhancing and revitalizing the River Myrtle District.

C. CCDC and the City have determined that it is in the public interest to coordinate the construction work which will occur as part of the Geothermal Extension.

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

E. CCDC has determined that it is in the public interest to enter into the Agreement with the City whereby the City will construct the Geothermal Extension and the Agency will reimburse the City for the cost of the work performed by the City’s contractor on the Geothermal Extension as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program.

AGREEMENTS

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

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the City and CCDC (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or twelve (12) months from the Effective Date, whichever comes first. Upon written request CCDC may grant one extension for a period not to exceed one year.

2. **Construction of the Geothermal Extension.** City agrees to construct the Geothermal Extension consistent with the following:

- a. The Geothermal extension shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards.
- b. City shall schedule regular construction inspections and a final meeting with CCDC to ensure that the Geothermal Extension is constructed pursuant to this Agreement.

The Parties agree that the Geothermal Extension is depicted on Exhibit A, with cost details described on Exhibit B. Any other public improvements that are constructed by the City as part of the Geothermal Extension 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. **Payment Obligation.** The reimbursement payment to City by CCDC shall be made pursuant to Section 6, provided that the total amount to be paid by CCDC for the Geothermal Extension shall not exceed Five Hundred Thousand Dollars (\$500,000.00) or fifty percent (50%) of the total costs for the Geothermal Extension, whichever is less. CCDC acknowledges that the Schedule of Eligible Infrastructure Costs attached as Exhibit B is an estimate by City’s general contractor and that actual total costs, as well as each line item of cost, may be more or less than is shown on Exhibit B.

4. **Review of Construction Plans.** Upon CCDC’s request, CCDC shall have the right and the opportunity to review City’s construction plans, budgets, and bids for the Eligible Infrastructure Costs (collectively the “Public Improvement Construction Documents”). City will utilize commercially reasonable contracting,

budgeting and bidding practices to ensure that Geothermal Extension is constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner.

5. **Notification of Completion; Inspection.** Upon completion of construction, City shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Geothermal Extension meets the requirements of this Agreement. CCDC shall provide City with written confirmation that the Geothermal Extension has been completed in compliance with this Agreement.

6. **Method of Payment**

a. Prior to commencement of construction of the Geothermal Extension, City shall provide CCDC with a “**Schedule of Values**” for the construction of the Geothermal Extension, which shall include a description of the work, value of the completed work, value of materials stored, and the value of the balance to finish the work.

b. City shall invoice CCDC for fifty percent (50%) of the costs of the Geothermal Extension as the same are incurred by City for work on the Geothermal Extension actually completed. With each invoice, City shall provide an updated Schedule of Values and set forth the amount CCDC has paid to that date and the anticipated remaining contributions from CCDC. City shall also provide lien waivers or other acceptable proof of payment to all contractors, subcontractors or material supplies that provided services or materials in the construction of the Geothermal Extension up to the date of the invoice.

c. Limited to the amount as set forth in Section 3, CCDC shall pay such invoices within thirty (30) days after receipt; provided, however, that if CCDC’s Executive Director disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

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

8. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or 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, or ten-day period 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, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event City defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished by CCDC in its discretion. In addition, if CCDC funds shall have been paid, City shall reimburse CCDC for any such funds City received.

9. 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.

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

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

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

If to City:

Jon Gunnerson, P.E., Geothermal Coordinator
City of Boise Public Works
150 N. Capitol Boulevard
Boise, ID 83702

If to CCDC:

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

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

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

13. 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.

14. Indemnification.

a. City shall indemnify and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of City's sovereign immunity or any other protection afforded to City as an Idaho municipal corporation, including but not limited to the protections afforded City under the Idaho Tort Claims Act.

b. CCDC shall indemnify and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections afforded CCDC under the Idaho Tort Claims Act.

15. Insurance Requirements. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

a. In addition, City agrees that it designate CCDC as an additional insured under City's insurance coverage. City's insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

16. **Antidiscrimination during Construction.** City, 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, City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

17. **Maintenance.** City shall maintain or arrange for the maintenance of the Geothermal Extension as may be required by the Boise City Code or the Ada County Highway District. City's obligations, as set forth in this Section 17 shall survive the termination of this Agreement. City acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Geothermal Extension or any other maintenance obligations under this Agreement.

18. **Promotion of Project.** City agrees CCDC may promote the Geothermal Extension and CCDC's involvement with the Geothermal Extension. Such promotion includes but is not limited to reasonable signage at the Project Site and inclusion on CCDC's website notifying the public of CCDC's involvement with the Geothermal Extension.

19. **Warranty.** City warrants that the materials and workmanship employed in the construction of the Geothermal Extension are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after completion of the Geothermal Extension, being the date CCDC acknowledged the completion of the Geothermal Extension. Provided, nothing herein shall limit the time within which CCDC may bring an action against City on account of City's failure to otherwise construct such improvements in accordance with this Agreement.

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

21. **Entire Agreement, Waivers, and Amendments.** This Agreement,

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

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

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

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

John Brunelle, Executive Director

Date _____

CITY: **City of Boise City, Idaho**

Mayor David Bieter

Date _____

APPROVED AS TO FORM

Exhibits:

- A: Project Site Map and Geothermal Extension Plan
- B: Schedule of Eligible Infrastructure Costs
- C: RE; Geothermal Extension – Central Addition, letter from John Gunnerson dated February 27, 2015

Exhibit A

Project Site Map and Geothermal Extension Plan

Attachment 1 – Proposed Geothermal Pipeline Route



Exhibit B

Schedule of Eligible Infrastructure Costs

2/6/2015

RE: Geothermal Extension through the Central Addition

Estimated Cost of Construction:

| Item | Unit | Price/Unit | | |
|---------------------------------------|------|------------|------|------------------|
| ACHD Permit | | | | \$1,500 |
| Dewatering | LF | \$1 | 1300 | \$1,703.00 |
| Mobilization | LF | \$16 | 1300 | \$20,410.00 |
| Sanitary Facilities | LS | \$500 | 1 | \$500.00 |
| Erosion & Sediment Control | LF | \$1 | 1300 | \$1,365.00 |
| Traffic Control | LF | \$16 | 1300 | \$20,410.00 |
| Trench Excavation | LF | \$25 | 1300 | \$32,500.00 |
| Class B-2 Pipe Bedding | LF | \$10 | 1300 | \$13,000.00 |
| Type A Trench Backfill | LF | \$5 | 1300 | \$6,500.00 |
| Flowable Fill | LF | \$15 | 0 | \$0.00 |
| Type P Surface Restoration | LF | \$25 | 1210 | \$30,250.00 |
| Full Lane Surface Restoration | LF | \$40 | 0 | \$0.00 |
| 6" Fiberglass pipe (insulated) | LF | \$97 | 930 | \$90,210.00 |
| 6" Fiberglass pipe (collection) | LF | \$71 | 0 | \$0.00 |
| 8" Fiberglass pipe (insulated) | LF | \$117 | 0 | \$0.00 |
| 8" Fiberglass pipe (collection) | LF | \$86 | 0 | \$0.00 |
| 8" Steel Pipe S&C Supported | LF | \$200 | 0 | \$0.00 |
| 12" Collection | LF | \$160 | 1290 | \$206,400.00 |
| Extra Fittings | EA | \$1,500 | 15 | \$22,500.00 |
| Valves and Vault | EA | \$20,000 | 3 | \$60,000.00 |
| Concrete Sidewalk - 4" | SY | \$315 | 0 | \$0.00 |
| Concrete Intersection | LF | \$500 | 0 | \$0.00 |
| Brick Surface Restoration | LF | \$150 | 0 | \$0.00 |
| Steel Casing Pipe - Bore and Jack (S) | LF | \$320 | 90 | \$28,800.00 |
| Steel Casing Pipe - Bore and Jack (C) | LF | \$300 | 90 | \$27,000.00 |
| Carrier Pipe | LF | \$100 | 180 | \$18,000.00 |
| Bridge Crossing | LS | \$75,000 | 0 | \$0.00 |
| Injection Well Improvements | LS | \$75,000 | 1 | \$75,000.00 |
| Subtotal | | | | \$656,048 |
| 3% Inflation per year x 2 years | | | | \$39,363 |
| Contingency (20%) | | | | \$131,210 |
| Design (20%) | | | | \$131,210 |
| TOTAL | | | | \$957,830 |

Proposed Schedule of Construction:

- 2/13 – Design engineer under contract – Start design
- 4/24 – Review plans, prepare bidding documents, cost estimate
- 5/15 – Confirm sources of funding, Bid Project
- 6/26 – City Council / Award project to contractor / Order Pipe
- 8/21 – Start Construction
- 10/16 – Finish Construction

If you have any questions regarding this matter, please give me a call or email.
Thanks,

Jon Gunnerson, P.E.
Geothermal Coordinator
City of Boise Public Works
208-384-3935
jgunnerson@cityofboise.org

Exhibit C

RE; Geothermal Extension – Central Addition, letter from John Gunnerson dated
February 27, 2015



Public Works

Neal S. Oldemeyer, P.E.
Director

Boise City Hall
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701-0500

Phone
208/384-3900

Fax
208/433-5650

TDD/TTY
800/377-3529

Web
www.cityofboise.org

Mayor
David H. Bieter

City Council
President
Maryanne Jordan

Council Pro Tem
David Eberle

Elaine Clegg
Lauren McLean
TJ Thomson
Ben Quinana

February 27, 2015

RE: Geothermal Extension – Central Addition

Dear: Mr. Woodruff,

This letter is written as a follow up to your February 24, 2015 meeting with Robbin Finch regarding proposed geothermal improvements in the Central Addition. It is my understanding you requested the following information: Incentive proposal, system capacity, wastewater case study and a summary of federal grant opportunities and requirements including the Environmental Assessment.

Proposed Geothermal Extension

The proposed alignment would extend pipelines between Capitol Boulevard and 5th Street on Grove Street, and also south on 5th Street between Grove Street and Julia Davis Park, to the existing geothermal injection well. The estimated cost of this extension is \$960,000 (Attachment 1 – Proposed Pipeline Route)

Collection Water Study and Capacity

The collection system is transporting all used geothermal water to the injection well. The volume of water ranges from 300-500 GPM in the summer time to 800-1900 GPM in the winter months. This project will allow all collection water to route through the Central Addition. Collection water is currently being injected at temperatures between 105 and 120 degrees Fahrenheit. The City anticipates providing controls within the geothermal system to maintain this temperature through the Central Addition.

Connection to the geothermal collection system has an increased upfront cost compared to a standard connection onto the geothermal supply system. The increased upfront costs are approximately \$8,500 for a 100,000 square feet mixed use building.

Incentive to Connect onto the Collection System

Understanding the additional cost to connect onto the collection system, the City is developing an incentive to offset this additional cost for owners/developers. The City will offer free geothermal water as an incentive equal to 125% of the capital cost to use collection water in lieu of supply water. For example, if the

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estimated additional capital cost is \$8,500, \$10,625 of free geothermal water will be provided. In addition, the City already has, and will continue to offer, discounted rates for collection water. (Attachment 2 – Geothermal Rates)

Federal Grant Opportunities

The City is currently requesting that some remaining geothermal DOE grant funds be re-appropriated to be used for this project. Approximately \$800,000 of grant funding is remaining from another project. This pipeline extension project is estimated to cost \$957,830. A stipulation of this federal grant requires project costs to be matched locally. Therefore, half of the project costs will need to be funded locally.

Another stipulation of the DOE grant is to conduct an Environmental Assessment (EA) of the project area. Fortunately, the limits of this project fall under the EA of the original project. The limits of the EA extend north to Front Street, west to Capitol Boulevard. The south and east boundaries are beyond the limits of Boise State University. A copy of the EA can be provided upon request.

If you have any questions regarding the intent of this geothermal pipeline extension, please give me a call or email.

Sincerely,



Jon Gunnerson, P.E.
Geothermal Coordinator
City of Boise Public Works
208-384-3935
jgunnerson@cityofboise.org

Attachment 1 – Proposed Geothermal Pipeline Route



Attachment 2 – Geothermal Rates

**City of Boise
Geothermal Price Schedule
Geothermal General Service**

Effective: January 1, 2013

SUPPLY WATER RATES:

Monthly Customer Charge: \$4.00 per month
Commodity Charge: \$0.3485 per 100 gallons

COLLECTION WATER RATES:

Monthly Customer Charge: \$4.00 per month
Commodity Charge: \$0.1394 per 100 gallons

COLLECTION WATER RATES (measured by therms):

Monthly Customer Charge: \$4.00 per month
Commodity Charge: \$0.8563 per therm

Connection Incentive for Properties Adjacent to the Distribution System

For properties that can be served without the need for extension of a main line (i.e. only construction of a service line is needed), the first twelve (12) months of service after connection will be at no cost for up to 150% of the estimated volume to be used as determined by the City of Boise Public Works Department.

For properties currently connected, that add equipment to increase the utilization of service, the first twelve (12) months of incremental increase in service will be at no cost for up to 150% of the estimated increase of volume as determined by the City of Boise Public Works Department.



AGENDA BILL

| | | |
|--|--|--------------------------|
| Agenda Subject: Resolution #1383 Approval of Type 3 Participation Agreement with (Special Project) for Athlos Academies for their project at 10 th & Idaho. | | Date: 3/9/2015 |
| Staff Contact: Todd Bunderson | Attachments: 1) Resolution 1383 2) T3 Agreement | |
| Action Requested: Adopt Resolution #1383, approving and authorizing the execution of the Type 3 Participation Agreement with Athlos Academies for their project at 10 th and Idaho. | | |

Background:

The building at this location has been vacant for approximately five-years now and has been listed and marketed off and on again during this period. Athlos Academies is a single use occupancy used to house a growing corporate headquarters and will bring people who would not otherwise come to downtown Boise for extended stay trainings.

At the February CCDC Board of Commissioners Meeting voted to designate this project as a Type 3 project and directed staff to negotiate terms and conditions for presentation of a T3 Participation Agreement.

The agreement requires CCDC approval of a final Façade Plan. The developer is working through their final design documents now.

Exhibits to this Agreement are not included but are forthcoming and will be included before execution of the Agreement.

Fiscal Notes:

Reimbursement of eligible public improvement expenses not to exceed \$750,000 upon completion of the project and recordation of acceptable easement.

Staff Recommendation:

Approve the Type 3 Participation Agreement with no substantive changes and authorize staff to finalize and execute.

Suggested Motion:

I move to adopt Resolution #1383 authorizing the execution of the Type 3 Participation

Agreement with Athlos Academies for their renovation of the CC Anderson Building at 10th and Idaho.

RESOLUTION NO. 1383

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 3 PARTICIPATION AGREEMENT FOR THE RENOVATIONS TO THE BUILDING LOCATED AT 918 IDAHO STREET, BOISE, IDAHO BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AND SCHOOL MODEL SUPPORT, LLC, DBA ATHLOS ACADEMIES; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, School Model Support, LLC, dba Athlos Academies ("Athlos") is renovating the C.C. Anderson Building, located at 918 Idaho Street, Boise, Idaho (the "Project");

WHEREAS, the Project is located in the Westside Plan Area, as defined in the Westside Plan;

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

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

WHEREAS, Agency has determined that it is in the public interest to enter into a Type 3 Participation Program Agreement (“Agreement”) with Athlos whereby Athlos will construct the Project and Agency will reimburse Athlos for a portion of the cost of the Work as specified in the Agreement;

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 3 Participation Agreement with Athlos, and attachments thereto (collectively the “Agreement”);

WHEREAS, the exhibits (which consist of cost estimates for the Public Improvements, as defined in the Agreement, and a preliminary rendering of the renovated building façade) for the Agreement have not been finalized;

WHEREAS, because the Agreement sets a maximum reimbursement amount of \$750,000 and the Agency is unfettered discretion to review and approve the final design of the façade improvements, Agency deems it appropriate to delegate to the Executive Director of the Agency the power to approve the exhibits for the final agreement;

WHEREAS, Agency deems it appropriate to approve the Agreement, subject to the Executive Director’s negotiation of the exhibits; and

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

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and 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 March 9, 2015, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 9, 2015.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4832-2853-9682, v. 1

TYPE 3 SPECIAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

SCHOOL MODEL SUPPORT, LLC, DBA ATHLOS ACADEMIES

C.C. ANDERSON BUILDING PROJECT

TYPE 3 SPECIAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 3 SPECIAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the CAPITAL CITY DEVELOPMENT CORPORATION (the “Agency”) and School Model Support, LLC, dba Athlos Academies, an Idaho limited liability company, and/or assigns (the “Participant”), collectively the “Parties.”

RECITALS

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

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

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

WHEREAS, Agency has adopted the Downtown Boise Elements of Continuity (“Elements of Continuity”) as Attachment 3 to the Westside Plan, which provides design details for how public spaces, streets, and sidewalks in the Urban Renewal Districts were to be improved to ensure a cohesive identity in downtown Boise. The Elements of Continuity addresses historic street lights, paving, landscaping, street furniture such as benches, planters, and trash containers, graphics, and other pedestrian amenities;

WHEREAS, Participant intends on acquiring a fee simple interest in real property located at 918 Idaho Street, Boise, Idaho, on the corner of Idaho Street and 10th Street in downtown Boise (the “Site”) as described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein;

WHEREAS, Participant intends to renovate the existing structure (the C.C. Anderson Building) on the Site (defined in more detail below as the “Development”);

WHEREAS, such Development would generate revenue allocation proceeds to Agency;

WHEREAS, Agency has been asked to assist with the Development consistent with Agency’s Participation Program (the “Participation Program”) adopted by Agency on March 11, 2013, as subsequently amended;

WHEREAS, Agency and Participant have negotiated the terms and conditions of Agency's participation in the Development;

WHEREAS, under the terms of the Plan, Participant will be subject to the provisions of the Plan, which provisions grant to Agency the right to enter into an agreement with property owners who seek assistance from Agency;

WHEREAS as a result of the proposed participation by Agency, the Development will be enhanced;

WHEREAS, Participant intends to construct the Development in conformance with the Westside Plan;

WHEREAS, under the provisions of the Plan and the Participation Program duly adopted by the Agency Board, Agency may participate in the funding of certain improvements subject to the conditions set forth in the Plan;

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

WHEREAS, in order to maximize the benefit to CCDC and the public and as an additional contribution by CCDC in light of the overall public benefit being provided by the Development, CCDC, as set forth in this Agreement, agrees to reimburse Participant for the construction of streetscape improvements to the block faces in the public right-of way adjacent to the Project Site along Idaho Street (the "Streetscape Improvements") and construction of improvements to the exterior façade of the existing structure within an easement to be granted to the City of Boise (the "Façade Improvements"). The Streetscape Improvements and the Façade Improvements are referred to hereafter as the "Public Improvements."

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

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” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete. Provided, if Participant has not (1) acquired fee simple title to the Property by , **or** (2) completed construction of the Development and the Agency Funded Public Improvements (defined below) by February 28, 2016, Agency may, in its sole discretion, deem Participant to be in default and, subject to Section 21 below, terminate this Agreement without penalty.

2. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. Agency’s commitment herein is intended to comply with Agency’s authority under the Law and the Westside Plan and is intended to constitute an expenditure of Agency funds for a public purpose and not be deemed a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Plan by providing for Public Improvements that will be funded by the Agency.

The completion of the Public Improvements as part of the Development pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Plan.

B. The Plan

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

C. The Project Area

The Westside Project Area is located in the City, the exact boundaries of which are specifically described in the Westside Plan.

D. The Site

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

E. The City

The term City as used herein shall be the City of Boise, Idaho.

F. Parties to This Agreement

i. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code. The office of Agency is located at 121 N. 9th Street, Ste. 501, Boise, Idaho 83702. “Agency,” as used in this Agreement, includes the Capital City Development Corporation and any assignee of or successor to its rights, powers, and responsibilities.

ii. Participant

Participant is School Model Support, LLC, dba Athlos Academies,. The principal address of Participant is 855 Broad Street, Suite 300, Boise, ID 83702. Whenever the term “Participant” is used herein, such term shall include any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

G. The Private Development

As defined herein, the term “Development” shall mean the project constructed by Participant or its assigns upon the Site.

The Development will consist of renovations of an existing structure, the C.C. Anderson Building. Participant will maintain and upgrade the 1927 structure for commercial office use. The Development also includes the construction of Agency Funded Public Improvements as described below.

The current total assessed value of the Site, as determined by the Ada County Assessor’s Office, is \$1,497,600 for tax year 2014.

For purposes of this Agreement, Participant estimates the total assessed value of the Development upon completion will be at least \$5,500,000.00 (the “Estimated Value”).

The Development and any construction of additional structures upon the Site by Participant, its successors, assigns, or purchasers of the Site or any portion of the Site, shall comply with all the provisions of the Plan and all applicable City building and zoning ordinances.

H. City Agreements and Approvals

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

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

3. **IMPROVEMENT OF THE SITE AND AGENCY’S PARTICIPATION**

A. Cost of Construction

The cost of the Development shall be borne by Participant, except as otherwise set forth herein.

B. Agency, City, and Other Governmental Agency Permits

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

C. Agency Funded Public Improvements

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; and (b) provide a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan. Because of the Private Development, which achieves several of the objectives

contained within the Plan, Agency finds the Public Improvements may be funded by Agency. Agency finds that the Public Improvements are in the best public interest and provide for enhanced development of the Site within the Project Area.

i. Construction of the Streetscape Improvements. Participant agrees to construct the Streetscape Improvements consistent with the following:

a. The Streetscape Improvements 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 Downtown Boise Streetscape Standards. The Downtown Boise Streetscape Standards and Downtown Boise Elements of Continuity have been adopted as part of the Plan; or as subsequently amended by CCDC Board of Commissioners and the Boise City Council.

b. Participant shall schedule final construction inspection and meeting with CCDC to ensure that the Streetscape Project is constructed pursuant to this Agreement.

c. The Parties agree that the Streetscape Improvements are depicted on **Exhibit C**, with cost details described on **Exhibit D**.

ii. Construction of Façade Improvements. Participant agrees to construct the Façade Improvements consistent with the following:

a. Approval of Façade Design. Attached hereto as **Exhibit E** are the “Preliminary Design Plans for the Façade”. Attached hereto as **Exhibit F** is an Estimated Schedule of Façade Improvement Costs. Before constructing any improvements to the façade of the Building, Participant shall provide CCDC with a full set of the design plans and renderings for the exterior treatment and renovations to the Building and construction cost estimate for the Façade Improvements (the “Façade Plan”). Within thirty (30) days of CCDC’s receipt of the Façade Plan from Participant, CCDC shall, within its sole and unfettered discretion, approve, approve conditionally, or disapprove of the Façade Plan. If CCDC approves conditionally or disapproves of the Façade Plan, CCDC shall provide a written explanation of the reasons for such conditional approval or disapproval. Participant shall revise and resubmit the Façade Plan, addressing the reasons for CCDC’s initial conditional approval or disapproval. Upon Participant’s resubmission of the revised Façade Plan, within thirty (30) days,

CCDC shall, within its sole and unfettered discretion, approve, approve conditionally, or disapprove of the revised Façade Plan. ***CCDC has no obligation to reimburse Participant for any Façade Improvements unless CCDC approves of the Façade Plan.***

b. Façade Easement. ***Before Agency is obligated to reimburse Participant for any eligible expenses incurred in construction, renovation or repair of any façade or building exterior, Participant must provide Agency with proof that the City has been granted a perpetual façade easement and that such façade easement has been accepted by City.*** Reimbursement shall be limited to costs of constructing and renovating that portion of the exterior façade necessary to retain the façade integrity as may be determined by the City and/or Agency in its discretion.

iii.. Any other improvements that are constructed by the Participant as part of the Participant's Project not included in this Agreement are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation for the Public Improvements is limited to the amount expressly set forth in Section 4 of this Agreement.

4. Total Not-to Exceed Reimbursement Amount.

A. CCDC, subject to the terms of this Agreement, agrees to reimburse Participant up to Seven Hundred and Fifty Thousand Dollars (\$750,000.00) for cost of the Public Improvements.

B. In no event will the combined reimbursement for the Public Improvements exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00).

5. Review of Construction Plans. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if Participant or Participant's general contractor solicits or solicited competitive bids for the CCDC funded public improvements and such work is not performed by an affiliate or subsidiary of Participant.

6. Notification of Completion; Inspection. Upon completion of construction and issuance of a Certificate of Occupancy by the City, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Improvements meet the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Public Improvements have been completed in compliance with this Agreement.

7. Reimbursement. Participant shall initially pay for all of the costs of construction for the Public Improvements. The reimbursement payment to Participant by CCDC shall be made pursuant to this Section 7.

(a) By approval of this Agreement by CCDC's Board of Commissioners, CCDC has authorized reimbursement for the Public Improvements as set forth in this Section and the other provisions of this Agreement; provided, however, that such payment shall be subject to CCDC's Executive Director's approval of the specific requisitions or invoices submitted by Participant, as further set forth below.

(b) Prior to commencement of construction of the, Participant shall provide CCDC with a "Schedule of Values" for the Public Improvements (collectively the "Work"), which shall include a description of the Work, value of the completed Work, value of materials stored and the value of the balance to finish the Work.

(c) Upon completion of the Project and the issuance of a Certificate of Occupancy or equivalent thereof by the City, Participant shall invoice CCDC for reimbursement or payment of the costs of the Public Improvements actually incurred by Participant for work actually completed, subject to Section 4 and any other requirements for reimbursement set forth herein.

(d) CCDC shall pay such invoice within thirty (30) days after receipt; provided, however, that if CCDC's Executive Director disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable. Unless otherwise mutually agreed by the Parties, payment shall be made via wire transfer, pursuant to wiring instructions to be provided to CCDC by Participant.

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

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, which approval may be granted or denied in CCDC's sole discretion. Provided, CCDC shall agree to any assignment of Participant's rights and obligations under this Agreement to any lender financing the construction of the Participant's Project. Such assignment shall be for purposes of securing performance in the construction and development of same.

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

If to Participant: School Model Support LLC
Attn: Michael Hall, COO
855 Broad Street, Suite 300
Boise, ID 83702

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

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

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

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

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

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

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

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

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

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

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

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

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 age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

18. **Maintenance.** Participant shall maintain or arrange for the maintenance of the Public Improvements as may be required by the Boise City Code or the Ada County Highway District. Participant's obligations, as set forth in this Section 18 shall survive the termination of this Agreement. Participant acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Public Improvements or any other maintenance obligations under this Agreement.

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

20. **Warranty.** Participant warrants that the materials and workmanship employed in the construction of the Public Improvements are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after completion of the Public Improvements, being the date CCDC acknowledged the completion of the Public Improvements. Provided, nothing herein shall limit the time within which CCDC may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

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

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

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

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

Capital City Development Corporation (“Agency”)

By _____
_____, Chair

(Date)

School Model Support, LLC, dba Athlos Academies (“Participant”)

By _____
Its _____

(Date)

Exhibits:

- A: Project Site Map
- B: Legal Description of the Site
- C: Streetscape Improvement Plan
- D: Schedule of Eligible Streetscape Improvement Costs
- E: Preliminary Design Plans for the Façade
- F: Estimated Schedule of Façade Improvement Costs

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of _____)

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

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

Residing at _____
Commission Expires _____

STATE OF _____)
) ss.
County of _____)

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

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

Residing at _____
Commission Expires _____

4844-7204-2529, v. 8



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

Macy's Building Redevelopment:

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

Convention Centre Expansion - Bond Sale:

After the district court rejected GBAD's first judicial confirmation petition, the CCDC Board of Commissioners at its September 2014 meeting authorized Eric Heringer, Piper Jaffry, to prepare an RFP for direct placement of up to \$23.5 million in notes to fund convention center expansion taking into account the judge's concerns. At its December 2014 meeting, the CCDC Board approved Resolution 1370 authorizing the execution of the Revised Summary of Proposed Terms & Conditions with Wells Fargo Bank and replace the form of the Lease Agreement (Annual Appropriation) to the Amended & Restated Development Agreement. A second petition for judicial confirmation was also submitted to the court on December 19. Oral arguments occurred February 25 before Judge Lynn Norton. A ruling is expected within two to three months. Some of the construction activity involving the convention center expansion building and concourse connection through the Sports Zone and ultimate connection to the existing GBAD facility will continue with or without judicial confirmation and will involve CCDC.

Central Addition/LIV District Finance Plan:

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

Boutique Hotel:

Meet with the developer to determine needs and develop a set of strategies for assistance



Trailhead Incubator (3 agreements):

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

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

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

WaterCooler Lease:

Contingent on results of 1400 W. Idaho Request for Proposals and subsequent planning.

CCDC Records Project:

Phase 3 is almost completed. MK Archival Services and TAG are cataloging and boxing records for off-site storage with Idaho Records Management. Records to remain on-site are also being cataloged and organized. Pam has done an amazing job going through the oversized drawings. The black file cabinets are currently in the cubby area in the workroom to leave room for the new office wall. Also, cabinets have been purchased for the records room and should arrive in mid-February.

Employee Professional Development Plan:

Deah requested a list of professional development opportunities from Directors for each department. The 2015 Employee Professional Development plan was provided to MT. Staff have participated in several development trainings with the Council for Development Finance Agencies building knowledge and expertise in development strategies, financial underwriting, debt issuance, and project management.

Legislative Activities:

Staff have been monitoring and analyzing proposed legislation related to urban renewal and working closely with CCDC's legislative advisor and the CCDC executive committee to advise and influence legislation to seek reasonable solutions to legislative concerns and to improve the tool where possible.

Parking Rate Examination:

This task will be initiated in 2015 when our on-call parking consulting firm is selected, hopefully at the March 9th Board meeting.

Parking Strategic Plan:

With the probably selection of a parking consultant the rate analysis project will commence in late March/early April. In all likelihood recommendations will be brought to the Board in the summer for their consideration, with a hoped for adoption in ear

Personnel: Recruit Project Manager:

CCDC has hired two project managers with March 9 start dates.

Development Team: Todd Bunderson, Doug Woodruff & Shellan Rodriguez

Charter for The Grove Plaza (Grove 2.0):

The Charter for the Grove Plaza held the fourth stakeholder meeting on March 4. Presentation of three alternative futures of the grove Plaza was given by ZGF Architects. April 8 was the fifth meeting will occur where a draft charter and revised alternatives will be reviewed. Each Stakeholder group has been asked to report to their constituents and bring feedback to the next meeting. Grove 2.0 is planned to be discussed at the March 10th council work session.

Central District Sunset Plan:

Overall steps outlined; coordinating with Elam & Burke

City Hall Plaza Design & Funding:

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

Gardner DDA Reimbursement - 8th & Main Building:

Identifying costs for reimbursement.

MMC: Environmental & Tree Wells:

ESI construction has completed excavation of the Main Street Station site. Less contamination was encountered than anticipated which reduces CCDC's project costs by nearly half. Grove Plaza tree wells have been integrated into the building's structural package and will be constructed in spring, 2015. CCDC staff are attending meetings twice per month to coordinate progress.

Boise City 6.5 Acre Development/Disposition:

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

PP3: Gardner - City Center Plaza Project:

Council is finalizing needed amendments in order to make payments.

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

A T4 JPA agreement is in place that details the terms of compensation. Construction is slated to be completed in May, 2016.

Carley Concept - 5th & Idaho Mixed Use Apartments:

Developer has submitted an initial T2 Participation Application. Staff is beginning due diligence and application review in order to draft and finalize a T2 Agreement in the coming months. A project introduction will be given at the March Board meeting.

Convey 617 S. Ash St. (Stone House):

Developing strategy for disposition including schedule and scope and task list. A request has been made to perform a six week archaeological dig on the Hayman house and surrounding property. Staff needs to respond.

Cradlepoint Streetscape:

Not active and did not materialize.

Dispose 503 - 647 S. Ash Street:

A request has been made to perform a six week public/ educational archaeological dig around the Hayman house and surrounding property. Staff recommends moving forward and will present to the Board as in March.

George's Cycle Streetscape:

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

Historical Museum Streetscapes:

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

Hormaechea DDA - 620 S 9th St:

We are working closely with the developer on this housing project and receive periodic progress reports. As per the DDA the developer has submitted evidence of financing which included a construction loan commitment from the Bank of the Cascades. CCDC has provided contingent approval of the evidence of financing. Site signage has been painted on the existing warehouse building.

Broad Street Geothermal Improvements:

The City of Boise Public Works and CCDC staff will request authorization to proceed with negotiation of a T4 JPA to assist PW with the cost of construction of the geothermal system expansion. A request for final approval is anticipated at the April board meeting. Current project schedules indicate a start of construction as early as August, 2016. Estimate of probable construction costs are approximately \$1,000,000.

LocalConstruct-Historic Homes - Removal & Receiving Sites Review:

The developer published an RFQ/P for the removal of the historic buildings. Submittals are due March 6, 2015. The need for CCDC's participation is not yet determined but staff communicates regularly with the City and the Developer to keep apprised of the current needs.

LocalConstruct Project - 5th & Broad:

In February a non-binding Type 3 Letter of Intent was approved by the Board. The LOI has been fully executed and staff will continue to work with the developer and their attorney to negotiate a final agreement for future Board approval.

Pioneer Corridor Easement:

Staff has met with the property owner and potential buyers to discuss the Pioneer Corridor alignment and easement and there is support for both the easement and improvements. Staff is currently negotiating the specifics of the easement with the Boise City attorney's office and the property owner in coordination with development plans. Land Group has completed initial design.

Pioneer Corridor Phase 3 Construction:

In order to complete the pioneer corridor and connect it to the Boise River Greenbelt, a public easement must be attained. Preliminary design work has been completed and cost estimates are forthcoming. The land owner is interested in entering into a Type 4 Participation Agreement to complete the improvements for reimbursement. Given the involvement of both the City and CCDC a brief development agreement is contemplated as the most efficient document to move forward. In the event the developer chooses not to make the improvements the CCDC will construct them hopefully before the end of 2016.

PP3: JUMP!/Simplot HQ:

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

Rocky Mtn. Dev. -Payette Brewery Relocation:

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

SS: 12th & Front:

On March 3, staff received comments from ACHD on permit plans. The consultant team is addressing a few minor comments and will get ACHD approved plans prior to bid. Staff is preparing the bid project manual and is on schedule to go to bid on March 10. Staff will bring the lowest competitive bid to the board in April for approval. Construction is expected to begin on May 5.

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

On March 3, staff received comments from ACHD on permit plans. The consultant team is addressing a few minor comments and will get ACHD approved plans prior to bid. Staff is preparing the bid project manual and is on schedule to go to bid on March 10. Staff will bring the lowest competitive bid to the board in April for approval. Construction is expected to begin on May 5.

SS: Fulton Street Concept Plan:

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

SS: Idaho St Both Side 5th/6th:

On March 3, staff received comments from ACHD on permit plans. The consultant team is addressing a few minor comments and will get ACHD approved plans prior to bid. Staff is preparing the bid project manual and is on schedule to go to bid on March 10. Staff will bring the lowest competitive bid to the board in April for approval. Construction is expected to begin on May 5.

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

Stakeholder outreach on 10/31 concluded that construction should be scheduled in March, 2016. Project rescheduled for FY 2016.

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

On March 3, staff received comments from ACHD on permit plans. The consultant team is addressing a few minor comments and will get ACHD approved plans prior to bid. Staff is preparing the bid project manual and is on schedule to go to bid on March 10. Staff will bring the lowest competitive bid to the board in April for approval. Construction is expected to begin on May 5.

RFQ/P for 1401/1403 W Idaho St:

A recommendation and presentation will be made as early as April.

SS: 11th Street (Alley/Idaho):

On February 1, 2015 DD/DR plans were submitted to COB Design Review for approval. Submission to ACHD for permit is scheduled in mid-march and construction will begin in July, 2015.

SS: 13th Street:

On February 1, 2015 DD/DR plans were submitted to COB Design Review for approval. Submission to ACHD for permit is scheduled in mid-march and construction will begin in July, 2015.

SS: 14th Street:

On February 1, 2015 DD/DR plans were submitted to COB Design Review for approval. Submission to ACHD for permit is scheduled in mid-march and construction will begin in July, 2015. Additional coordination with the ACHD 14th Street two-way conversion project will likely result in co-administration of construction, and potentially a cost share agreement.

SS: 15th Street:

On February 1, 2015 DD/DR plans were submitted to COB Design Review for approval. Submission to ACHD for permit is scheduled in mid-march and construction will begin in July, 2015.

Street Furniture - 10th Street Selection/Installation:

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

AC/BC HA 32nd St. Property Concept:

Jay Story presented to the City Council the possible acquisition/ design of this parcel along with other high priority parcels in the W. End. CCDC has contracted with CTY Architects to provide initial schematic design for the strategic parcels along 27th street.

West End SS Standards:

The City's PDS staff are developing streetscape typologies to include in the Downtown Streetscape Standards. CCDC attends committee meetings. Next steps include hiring a design consultant to formalize the types into the standards document.

City of Boise Urban Parks Plan:

The City of Boise PDS is developing an urban open space master plan for downtown Boise. CCDC is coordinating the urban renewal district framework master plans with PDS to ensure that the urban open space essential to district redevelopment is included in the master plan. The project is currently in existing inventory and analysis.

DBIP (DT Boise Implementation Plan) Update:

The second meeting was held on 2/24 at which discussion of two-way conversion of 5th and 6th street was discussed. ACHD estimates the soonest the conversion can take place is 2017, contingent upon approval from ACHD. Subsequent coordination with CCDC staff and ACHD pavement managers has been embodied into the 5 year CIP being presented at the strategy work session on 3/9.

Downtown Housing Study:

ECONorthwest & Leland Consulting are collaboratively working on the housing study. Deliverables expected in March 2015. Staff has coordinated with the City to confirm City sponsored studies align with the Housing Study. Staff and Consultant will present at a ULI Idaho Housing forum in April with a preliminary summary given to the Board.

FY16 CIP Streetscape Design Work:

In order to utilize the spring months of the construction season, design work of the 2016 streetscape improvements are planned to begin in summer 2015.

Wayfinding Project:

The consultants visited Boise to field verify the legend plan and review preliminary sign color palettes. Further refinement of the color palette options is being conducted. Staff is planning to conduct stakeholder outreach and board review of progress in late March.

Update CCDC Streetscape Manual:

Staff have been working with PDS to develop streetscape standards for the Central Addition neighborhood, West End neighborhood, and integrate Silva Cell technology into the standards. Next step is to attain consultant to produce technical drawings and specifications. Anticipating a staff report to Board in July 2015.

Pre-Development Advisory Meetings:

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

Hotel Market Study:

This project was discussed at the most recent meeting of the Tri-Agency group. A downtown Boise hotel market study scope of work has been drafted and will be issued to several consulting firm to invite proposals. This effort will better inform leaders about the market demand and supply by hotel segment and aid in assessing hotel related development inquires and requests to CCDC for assistance.

Parking & Facilities Team: Max Clark & Ben Houpt

Capitol Terrace Garage – Waterproofing:

Stakeholders notified. KPFF working on Div 1 and tech. specs, drawing submitted. CHSQA working on plumbing drawings.

Capitol Terrace Parking Expansion:

The project is being compared to other projects proposed in the CD and available resources, with the decision to proceed further or not expected within the next few months.

Exterior Signage for All Garages:

Staff has received a proposal for design services from Sea Reach LTD to create exterior signage for the public parking garages. Sea Reach LTD is also designing the wayfinding system. Utilizing their services for the garages will allow a cohesive system signage design. Garage signage design will begin in early March when the consultant is in town for the Wayfinding system project.

Public Art - River Sculpture:

Delayed due to weather. New completion date 06/2015. CCDC has made all payments to the City of Boise.

Public Art - Whittier Fence:

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

Boise Bike Share:

Location on Grove Plaza finalized. License and Sponsorship Agreement signed. \$10k sponsorship paid for 2015. Awaiting word from BBS for installation, expected by 4/1.

PARCS Project:

PARCS is running well. Replacement of the Honeywell Barcode Scanners will be completed by Friday, 3/6. After scanner replacement we will begin final 30 day acceptance period and closeout of the project, initiating the 1 year warranty and paying them the balance owed on the project (\$250,000).

Public Art - Traffic Box Artwork:

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

Parking Website:

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

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

MMC: Ongoing FTA Matching Funds:

CCDC is providing a 20% (\$2.4 million) local match to VRT’s 80% (\$10 million) FTA earmark to construct Main Street Station (MMC). Monthly draws are invoiced, reviewed and coordinated with VRT to pay the developer, Gardner Co. To-date, \$792,590 or 37% of the local match has been drawn.

Construction-Manager-At-Risk Documents:

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

Risk-Based Cycling Review Recommendation:

A Board policy provides the opportunity to commission periodic Risk-Based Cycling Reviews to examine existing internal controls and practices and, when warranted, implement process improvements. Previous RBCR’s were completed in 2008 and 2011, both by independent auditors Eide Bailly LLP. As directed, staff has developed and will present a proposed three year RBCR plan at the Executive Committee’s regular March meeting. Staff recommends the Year 1 review to focus on the now fully-implemented \$1.9 million Parking Access and Revenue Control System (PARCS) in the Agency’s six-garage Downtown Public Parking System, particularly the money-handling protocols, internal controls and related policies.

Revolving Line of Credit (RLOC) Update:

After exploring, with limited success, an up-to-\$7 million revolving line of credit (RLOC) with three lenders – current debt-holder Bank of America, current business banker US Bank and regional lender Banner Bank – Wells Fargo is now analyzing the opportunity. The common hurdle has been the banks’ requirement that the Line be issued as senior debt. Stricter terms such as this reflect today’s regulatory and underwriting environments. The Agency is seeking subordinate debt which, unlike senior debt, would not diminish its debt capacity. If Wells Fargo is not amenable, it would be time to concede that the cost of subordinate debt is too high and change to a strategy of short term, per-project notes.

Competitive Procurement Activity

Streetscapes:

The prequalification process to identify contractors for the Agency's FY15 Streetscape Projects selected two longtime Agency partners, Guho and Wright Brothers. The Agency is on-track to release the first streetscape Bid Invitation for 6.5 block faces in the River-Myrtle/Old Boise district to those two companies on March 10. Their deadline to submit competitive bids is April 2.

Historic Street Lights:

On February 26, the Agency held the bid opening for the historic street lights to be used in its FY15 Streetscape Projects. Despite a one-month delay that was allowed in the hopes that certain products could achieve electrical certification for installation, only one of the two street light assemblies was certified at bid opening. The Board will hear the staff recommendation and have the opportunity to award the contract at its regular meeting on March 9.

Parking Consultant:

By the February 11 deadline, four firms submitted Statements of Qualifications to be considered to provide On-Call Parking Consultant Professional Services (5-year, non-exclusive contract). The four firms were interviewed on February 25 and 26 by a panel consisting of Max Clark and Mary Watson from CCDC, Hal Simmons and Craig Croner from the City of Boise, Nicole Nimmons from Boise State, and Josh Saak from the Ada County Highway District. The Board will hear the staff recommendation and have the opportunity to award the contract at its regular March meeting.

Other Contracts Activity

- CCDC/VRT: The annual dues agreement was fashioned into a contract earmarking the FY15 funds for bike share improvements in the Central district.
- Leland Consulting: The professional services contract for a downtown Boise housing study was amended to extend the consultant's deadline to June 1.
- The Land Group: Task Order for analysis, conceptual designs, and cost estimating for the final phase of improvements to the Pioneer Pathway between the Greenbelt and River Street.
- CSHQA: Task Order for evaluating the impact that waterproofing may have on the drainage and drain capacity in the Capitol Terrace Parking Garage.
- KPFF: Task Order for structural engineering services related to waterproofing and ancillary repairs of Capitol Terrace Parking Garage.
- Jensen Belts Associates: Task Order for Jensen Belts – with subcontractors Quadrant Consulting, AHJ Engineers, and Musgrove Engineers – for construction documents, permitting/bidding, and construction administration for the 2015 Westside Streetscape Project.

- KB Fabrication and Welding: A three-year on-call public works construction agreement for fabrication of bicycle racks and miscellaneous steel fabrication projects not to exceed \$25,000 per year.
- Russ McCrea Builders: Construction Agreement to construct two new offices at CCDC to accommodate new employees.