

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
June 13, 2016 12:00 p.m.

A G E N D A

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

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

III. **CONSENT AGENDA**

A. Expenses

1. Approval of Paid Invoice Report – May 2016

B. Other

1. Approval of Resolution 1449 Approving Amended Professional Service Agreement for Zimmer Gunsul Frasca Architects, LLP *(Add \$49,962; original contract June 2015)*
2. Approval of Resolution 1450 Approving the First Amendment of the T3 Agreement with The Roost Project, LLC for Broad Street Improvements *(Reduce by \$95,000; Board Approved T3 Agreement August 10, 2015)*
3. Approval of Resolution 1451 T4 Agreement Amendment for City of Boise Broad Street Geothermal Extension *(NTE \$500,000; original agreement May 12, 2015)*
4. Approval of Resolution 1452 Approving Amendment to the CM/GC Contract with Guho Corp. for Early Procurement of Geothermal Pipe and Fittings for Broad Street *(NTE \$288,690; original CM/GC Contract executed March 27, 2016)*

IV. **ACTION ITEMS**

12:05 A. CONSIDER: Designation of BVCG Parcel B, LLC as a Type 3 Project (20 minutes).....
.....Todd Bunderson

12:25 B. CONSIDER: Designation of Clairvoyant Brewery, LLC as a Type 1 Project (5 minutes).....
.....Shellan Rodriguez

V. **INFORMATION/DISCUSSION ITEMS**

12:30 A. Hayman House conveyance/Ash Street RFQ outline (10 minutes).....Shellan Rodriguez

12:40 B. Transportation Action Plan (10 minutes)Max Clark

12:50 C. Parking Strategic Plan Update (10 minutes).....Max Clark

1:00 D. Operations Report (5 minutes).....John Brunelle

1:05

VI. **ADJOURN**

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

Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 05/01/2016 through 05/31/2016

Board Officer Review

Payee	Description	ACH Date	Amount
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	5/3/2016	(9,727.00)
	Total Parking		(9,727.00)
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	5/11/2016	11,393.70
Idaho State Tax Commission	State Payroll Taxes	5/11/2016	2,109.00
CCDC Employees	Direct Deposits Net Pay	5/11/2016	28,930.56
PERSI	Retirement Payment	5/11/2016	9,903.56
EFTPS - IRS	Federal Payroll Taxes	5/25/2016	11,393.70
Idaho State Tax Commission	State Payroll Taxes	5/25/2016	2,109.00
CCDC Employees	Direct Deposits Net Pay	5/25/2016	28,930.57
PERSI	Retirement Payment	5/25/2016	9,903.55
	Total Payroll		104,673.64
Other:			
Idaho Power (autopayment)	April electricity bills - AutoPay	5/19/2016	105.26
Boise City Utility Bills (autopayment)	April Utilities - AutoPay	5/26/2016	505.94
Valley Regional Transit	Local Match MMC	5/16/2016	37,920.47
US Bank Credit Cards	Credit Cards	5/3/2016	6,329.97
Paid Invoice's	Other Paid Invoice's	May 2015	430,590.51
Total Paid Invoices	Total Checks and Electronic payments		475,452.15

Grand Totals	Total Payments	<u>\$ 570,398.79</u>
--------------	----------------	----------------------

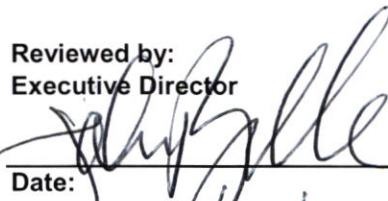
Reviewed by:
Finance Director



Date:

6/6/2016

Reviewed by:
Executive Director



Date:

6/6/16

Reviewed by:
Board Member



Date:

6-9-16

Report Criteria:
Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3871	ABC Stamp Signs & Award	0490819	Board Room Name Tags	05/04/2016	70.80	61840	05/17/2016
	Total 3871:				70.80		
3935	Ally Structural Consulting L	180	2016 BANNOCK STREET	04/29/2016	690.00	61841	05/17/2016
	Total 3935:				690.00		
1139	American Cleaning Service	49266	Remove Paint from Widow	04/01/2016	114.00	61842	05/17/2016
		49798	Trailhead Cleaning - 12 Mo	05/01/2016	892.10	61882	05/31/2016
		50056	Window Cleaning Service	05/20/2016	399.00	61882	05/31/2016
	Total 1139:				1,405.10		
3838	American Fire Protection L	8119	Monthly pump inspection &	04/29/2016	185.00	61843	05/17/2016
	Total 3838:				185.00		
3559	Aurora Technical Consultin	2288	Cloud storage	05/02/2016	320.40	61844	05/17/2016
		2316	PC Support	04/29/2016	1,947.50	61844	05/17/2016
	Total 3559:				2,267.90		
1310	Biz Print	104117	May in Motion Poster	05/04/2016	110.13	61845	05/17/2016
	Total 1310:				110.13		
1316	Blue Cross of Idaho	1609200005	Health Insurance - May 20	05/01/2016	19,501.34	61833	05/01/2016
	Total 1316:				19,501.34		
1331	Boise Centre	8150-IN	Grove maintenance fee - M	05/01/2016	2,458.33	61883	05/31/2016
		8153-IN	Grove maintenance fee - M	05/18/2016	1,110.20-	61883	05/31/2016
	Total 1331:				1,348.13		
1385	Boise City Utility Billing	0034030001	1401 W Idaho St #0340300	05/01/2016	471.73	61884	05/31/2016
		0447416001	848 Main St # 0447416001	05/01/2016	5.78	10217	05/26/2016
		0545469002	CD 107 S 9th-Trash servc	05/01/2016	427.76	10217	05/26/2016
		0584042003	1401 W Idaho St #0584042	05/01/2016	72.40	10217	05/26/2016
	Total 1385:				977.67		
1424	Boise Office Equip - Servic	IN823451	Copier maintenance	05/02/2016	308.00	61846	05/17/2016
	Total 1424:				308.00		
1448	Boise Valley Economic Prt	5764747	BVEP Annual Dues 5/201	05/01/2016	20,000.00	61834	05/01/2016
	Total 1448:				20,000.00		
3816	Capitol Landscape Inc.	05.14.2016	Repair truncated domes at	05/14/2016	3,650.00	61847	05/17/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3816:					3,650.00		
3898	Carver Thorton Yount (CT	16-0505	Fulton Street Art Design/8t	04/30/2016	1,127.50	61848	05/17/2016
Total 3898:					1,127.50		
1556	Caselle Inc.	72126	Contract support - May 201	05/01/2016	787.33	61835	05/01/2016
Total 1556:					787.33		
1595	CITY OF BOISE	JN12	Donation for Public Art at t	04/30/2016	50,000.00	61885	05/31/2016
		REDQ#2	RMOB, Broad St., Geother	04/30/2016	14,307.44	61849	05/17/2016
Total 1595:					64,307.44		
1703	CSHQA	28582	Final Design, Construction	04/30/2016	18,859.71	61886	05/31/2016
		28583	5th Street Julia Davis Park	04/30/2016	11,864.90	61886	05/31/2016
Total 1703:					30,724.61		
1787	Downtown Boise Associati	1259	CD Clean Team	04/29/2016	4,387.26	61850	05/17/2016
		1260	8th St Clean Team	04/29/2016	546.00	61850	05/17/2016
		1354	Alive After Five Sponsorshi	05/12/2016	7,500.00	61850	05/17/2016
Total 1787:					12,433.26		
1838	Elam & Burke P.A.	162051	Boise Tower/8th & Main Bu	03/31/2016	80.00	61851	05/17/2016
		162052	Capital Terrace Project - C	03/31/2016	114.00	61851	05/17/2016
		162053	Carley Project (5th & Front)	03/31/2016	80.00	61851	05/17/2016
		162054	Afton Project	03/31/2016	85.00	61851	05/17/2016
		162055	Multi-Modal Center	03/31/2016	1,994.00	61851	05/17/2016
		162056	CD Closeout	03/31/2016	1,157.05	61851	05/17/2016
		162058	Civic Partners Developmen	03/31/2016	41.35	61851	05/17/2016
		162059	The Fowler	03/31/2016	428.00	61851	05/17/2016
		162060	1401 W Idaho Property Dis	03/31/2016	190.00	61851	05/17/2016
		162061	GBAD Projects	03/31/2016	4,083.80	61851	05/17/2016
		162062	Parcel B Hotel Project	03/31/2016	381.80	61851	05/17/2016
		162063	401- Parking Matters	03/31/2016	2,032.25	61851	05/17/2016
		162064	101-0 General	03/31/2016	515.50	61851	05/17/2016
		162065	CD Property Management	03/31/2016	136.00	61851	05/17/2016
		162066	305-1 RM Implement	03/31/2016	45.55	61851	05/17/2016
		162067	101-0 - Legislation	03/31/2016	388.00	61851	05/17/2016
		162068	305-2 Westside	03/31/2016	221.00	61851	05/17/2016
		162424	Capital Terrace Project - C	04/30/2016	60.00	61887	05/31/2016
		162425	Carley Project (5th & Front)	04/30/2016	2,272.00	61887	05/31/2016
		162426	Boise Tower/8th & Main Bu	04/30/2016	20.00	61887	05/31/2016
		162427	JUMP Parcel Tax Exempti	04/30/2016	20.00	61887	05/31/2016
		162428	Afton Project	04/30/2016	136.00	61887	05/31/2016
		162429	Multi-Modal Center	04/30/2016	168.00	61887	05/31/2016
		162430	CD Closeout	04/30/2016	506.05	61887	05/31/2016
		162432	Civic Partners Developmen	04/30/2016	475.80	61887	05/31/2016
		162433	The Fowler	04/30/2016	1,532.80	61887	05/31/2016
		162434	1401 W Idaho Property Dis	04/30/2016	40.00	61887	05/31/2016
		162435	Parking Garage Accident	04/30/2016	120.00	61887	05/31/2016
		162436	GBAD Projects	04/30/2016	2,141.95	61887	05/31/2016
		162437	Parcel B Hotel Project	04/30/2016	1,492.10	61887	05/31/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		162438	401- Parking Matters	04/30/2016	1,963.00	61887	05/31/2016
		162439	101-0 General	04/30/2016	247.55	61887	05/31/2016
		162440	305 HB 606 Issues - CD	04/30/2016	20.00	61887	05/31/2016
		162441	305-1 RM Implement	04/30/2016	97.45	61887	05/31/2016
		162442	101-0 - Legislation	04/30/2016	168.00	61887	05/31/2016
		162443	305-2 Westside	04/30/2016	20.00	61887	05/31/2016
	Total 1838:				23,474.00		
1898	Fiberpipe	1817-17253	Email, Audio, & Domain	05/01/2016	64.90	61852	05/17/2016
	Total 1898:				64.90		
3807	FreedomVoice Systems	2016-050105	Monthly Service	05/01/2016	535.14	61853	05/17/2016
	Total 3807:				535.14		
3916	Fund Raisers Ltd.	45222	1st Generation Brick Engra	04/28/2016	8,789.20	61854	05/17/2016
		45336	Bricks for Board Members	05/10/2016	48.60	61854	05/17/2016
	Total 3916:				8,837.80		
3882	Gardner Plaza LLC	DRAW #5A	Remediation of Contaminat	05/05/2016	153.00	61888	05/31/2016
	Total 3882:				153.00		
3778	Gingerich Site & Undergro	96000	1401 & 1403 W Idaho - La	04/29/2016	860.00	61855	05/17/2016
	Total 3778:				860.00		
3931	Gjording Fouser	15943	Legal Services for Constru	04/30/2016	240.50	61889	05/31/2016
	Total 3931:				240.50		
2129	Idaho Blueprint & Supply C	400778	URD Maps for John	05/03/2016	188.72	61856	05/17/2016
	Total 2129:				188.72		
3914	Idaho Green Fest	APR2016	Security Deposit Return	04/30/2016	200.00	61857	05/17/2016
	Total 3914:				200.00		
2165	Idaho Power	2200406607	9th St outlets #220040660	04/29/2016	3.54	Multiple	05/19/2016
		2200910368	617 S Ash #2200910368	04/29/2016	10.31	Multiple	05/19/2016
		2201627995	9th & State # 2201627995	04/30/2016	3.54	Multiple	05/19/2016
		2202934903	8th St lights #2202934903	04/29/2016	55.01	Multiple	05/19/2016
		2205983212	Grove Vault #2205983212	04/30/2016	32.86	Multiple	05/19/2016
		2221856442	1401 W Idaho 2221856442	04/30/2016	118.01	61858	05/17/2016
		WO#274587	Upgrade padmount transfo	05/11/2016	4,513.00	61880	05/17/2016
	Total 2165:				4,736.27		
3900	Idaho Records Manageme	0114454	Records Storage	05/03/2016	80.04	61859	05/17/2016
	Total 3900:				80.04		
2186	Idaho Statesman	APR2016	Legal Notices	04/30/2016	267.97	61860	05/17/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2186:					267.97		
2240	Intermountain Gas Compa	5563033000	Watercooler Gas Bill	04/29/2016	6.70	61861	05/17/2016
Total 2240:					6.70		
3966	Involta	15853	Website Hosting Services -	04/29/2016	1,283.88	61862	05/17/2016
		17243	Website Hosting Services	04/29/2016	812.00	61862	05/17/2016
Total 3966:					2,095.88		
3808	Jed Split Creative	1755	Envelope Printing x2,500	05/02/2016	463.94	61863	05/17/2016
Total 3808:					463.94		
2288	Jensen Belts	1565-3	Truncated Domes at Garag	04/30/2016	3,311.62	61864	05/17/2016
		1603-3	2016 LIV District Public Infr	04/30/2016	10,458.84	61864	05/17/2016
Total 2288:					13,770.46		
3913	Kimley-Horn and Associate	191934001-0	Strategic Parking Plan	04/30/2016	1,379.50	61865	05/17/2016
		191934008-0	On-Off Street Parking Coord	04/30/2016	3,027.50	61865	05/17/2016
		191934010-0	Parcel B Garage Study	04/30/2016	335.00	61865	05/17/2016
Total 3913:					4,742.00		
3819	Level 3 Communications L	44069429	Internet & Data	05/17/2016	669.20	61890	05/31/2016
Total 3819:					669.20		
3950	McAlvain Construction Inc.	115013-07	Grove Pre Construction	04/29/2016	18,515.26	61866	05/17/2016
Total 3950:					18,515.26		
2567	Mountain States Appraisal	ID2-160092	Market value Appraisal for	05/05/2016	2,250.00	61891	05/31/2016
		ID2-160092A	Market value Appraisal for	05/19/2016	1,200.00	61891	05/31/2016
Total 2567:					3,450.00		
3767	neurilink llc	24955	Board room Audio - Rear S	04/30/2016	3,242.80	61867	05/17/2016
Total 3767:					3,242.80		
2615	Northwest Recreation	16-1786	RM 6x6 Kiva Grates	05/18/2016	4,196.00	61892	05/31/2016
Total 2615:					4,196.00		
3958	Office Savers	11701-001	Office Supplies	05/04/2016	94.98	61868	05/17/2016
Total 3958:					94.98		
3969	Pacific Backflow LLC	16-1484	Backflow Test - 280 N 8th	04/27/2016	37.00	61869	05/17/2016
		16-1486	Backflow Test - 503 & 509	04/27/2016	37.00	61869	05/17/2016
		16-1487	Backflow Test - 516 S 9th	04/27/2016	37.00	61869	05/17/2016
		16-1488	Backflow Test - 437 S 9th	04/27/2016	37.00	61869	05/17/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3969:					148.00		
2774	Pro Care Landscape Mana	7496	617 Ash Street Lawn and S	04/24/2016	265.50	61870	05/17/2016
		7497	8th Street Corridor	04/24/2016	367.11	61870	05/17/2016
		7498	9th and Grove Plaza	04/24/2016	155.00	61870	05/17/2016
		7499	City Centre Garage - Sprin	04/24/2016	61.73	61870	05/17/2016
		7500	Eastman Garage - Sprinkle	04/24/2016	45.00	61870	05/17/2016
		7501	Pioneer Street Green	04/24/2016	270.00	61870	05/17/2016
Total 2774:					1,164.34		
3653	Redevelopment Associatio	M16006A	Legislative Fees Contributi	04/30/2016	10,000.00	61893	05/31/2016
Total 3653:					10,000.00		
3896	Rim View LLC	MAY 2016	Monthly Rent and NNN - Tr	05/01/2016	12,085.02	61836	05/01/2016
Total 3896:					12,085.02		
2888	Roper Investments	APR2016	Capitol Terrace Condo billi	04/30/2016	2,880.20	61871	05/17/2016
Total 2888:					2,880.20		
3968	Sarah Jones	05.03.2016	Office Supplies - Birthday	05/03/2016	18.51	10214	05/10/2016
Total 3968:					18.51		
2948	Secretary of State	C 157636	Building 8 Condo Reinstate	05/13/2016	30.00	61872	05/17/2016
Total 2948:					30.00		
3542	Security LLC - Plaza 121	MAY2016	Office rent - MAY 2016	05/01/2016	9,884.62	61837	05/01/2016
Total 3542:					9,884.62		
3242	Suez Water Idaho	0600033719	Eastman office #06000337	05/13/2016	80.18	61894	05/31/2016
		0600357562	Grove & 10th #060035756	05/12/2016	90.26	61894	05/31/2016
		0600459554	1401 W Idaho St #0600459	05/12/2016	53.13	61894	05/31/2016
		0600557272	503 509 Ash/Pioneer Grn 0	05/13/2016	64.80	61894	05/31/2016
		0600634762	617 Ash St water #060063	05/12/2016	63.30	61894	05/31/2016
		0600639143	516 S 9th St irri #06006391	05/13/2016	25.55	61894	05/31/2016
		0600668823	437 S 9th St irri #06006688	05/13/2016	21.92	61894	05/31/2016
		0600855412	400 S 15th St irrigation # 0	05/12/2016	32.73	61894	05/31/2016
		0600911085	280 N 8th Sprinklers #0600	05/16/2016	24.70	61894	05/31/2016
Total 3242:					456.57		
3831	The Land Group Inc.	0136304	ALTA Survey for Ash Stree	04/30/2016	3,870.00	61873	05/17/2016
Total 3831:					3,870.00		
3923	Trailhead	1119	R&M INV#1119 - CMO Ser	03/31/2016	8,333.00	61874	05/17/2016
		1119B	Suez - 03/29/16 Statement	04/01/2016	506.83	61874	05/17/2016
Total 3923:					8,839.83		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3170	Treasure Valley Coffee Inc.	04495639	Cooler Rental	05/17/2016	75.00	61895	05/31/2016
		04506961	Coffee & tea	04/28/2016	154.89	61875	05/17/2016
Total 3170:					229.89		
3233	United Heritage	02014-001 M	Disability insurance - May	05/01/2016	608.06	61838	05/01/2016
Total 3233:					608.06		
3479	US Bank - Copier Lease	302554621	Copier Contr #500-037566	05/01/2016	421.88	61839	05/01/2016
Total 3479:					421.88		
3835	US Bank - Credit Cards	04.25.2016	BH Home Depot 8th Street	04/25/2016	6,329.97	10215	05/03/2016
Total 3835:					6,329.97		
3864	USI Idaho Kibble & Prentic	1872415	Emp. Practices Liability Ins	04/29/2016	3,387.00	61876	05/17/2016
Total 3864:					3,387.00		
3433	Valley Landscape & Mainte	1400	CD - Trash Cans/Bike Rac	05/18/2016	870.00	61896	05/31/2016
Total 3433:					870.00		
3266	Valley Regional Transit	18515	Local match contribution-M	04/30/2016	37,920.47	10216	05/16/2016
		18626	Local match contribution-M	05/23/2016	106,000.00	61881	05/24/2016
Total 3266:					143,920.47		
3841	VoiceText Communications	04.30.16-456	Conference calls	04/30/2016	2.02	61877	05/17/2016
Total 3841:					2.02		
3870	Welsh Studios	19459	Staff photos - Sarah/Laura	05/15/2016	400.00	61897	05/31/2016
Total 3870:					400.00		
3365	Westerberg & Associates	185	Legislative Advisement Ser	04/29/2016	5,000.00	61878	05/17/2016
Total 3365:					5,000.00		
3852	Worrell Communications L	3095	The Grove Brick Program	04/30/2016	14,126.00	61879	05/17/2016
Total 3852:					14,126.00		
Grand Totals:					475,452.15		

Report Criteria:

Summary report type printed



AGENDA BILL

Agenda Subject: Resolution #1449 Approving Amended Professional Service Agreement with Zimmer Gunsel Frasca Architects, LLP.		Date: June 13, 2016
Staff Contact: Karl Woods Mary Watson	Attachments: 1. Resolution #1449 2. 1 st Amendment to the Professional Services Agreement	
Action Requested: Adopt Resolution #1449 approving amendment to the Professional Services Agreement – Broad Street Design 2015 with Zimmer Gunsel Frasca Architects, LLP.		

Fiscal Notes:

The original contract amount for Professional Services is \$54,969. The requested contract amendment is \$104,931.00, a net increase of \$49,962.

Background:

ZGF was hired in May 2015 to prepare a schematic design package for The Broad Street – LIV District Public Infrastructure Improvement Project. It was anticipated the effort would be fast-tracked, lasting only 9 weeks. Ultimately, the project lasted 5 months longer than anticipated.

As the effort progressed the scope shifted, largely to accommodate needs of a dynamic stakeholder group. This shift resulted in additional meetings, coordination, presentations, plan reiterations, and associated increase in ZGF labor thereby causing the increase in fees.

Although scope and schedule changed, ZGF willingly accommodated the changes in completing a very successful schematic design package.

Staff Recommendation:

Staff recommends approving the amendment to the professional services with Zimmer Gunsel Frasca Architects, LLP

Suggested Motion:

I move to adopt Resolution #1449 approving Amendment No. 1 to the Professional Services Agreement – Broad Street Design 2015 with Zimmer Gunsel Frasca Architects, LLP

RESOLUTION NO. 1449

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 AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT – BROAD STREET DESIGN 2015 WITH ZIMMER GUNSEL FRASCA ARCHITECTS, LLP.; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1; AUTHORIZING ANY NECESSARY TECHNICAL CORRECTIONS; 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, by Resolution No. 1389 passed by the Board of Commissioners on May 18, 2015, the Agency approved the selection of and contracting with Zimmer Gunsul Frasca Architects, LLP. (ZGF), to conduct professional design services for the agency's public infrastructure improvement project for Broad Street;

WHEREAS, the Executive Director for Agency executed the professional services agreement (Agreement) with ZGF on June 18, 2015, for an amount not to exceed \$54,969.00;

WHEREAS, because of extensive modifications to the Scope of Work understood by the parties and changes to the schedule, Agency and ZGF find it necessary to amend sections of the Agreement, including an increase to the amount paid ZGF for the professional services of FORTY-NINE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS (\$49,962.00) for a new total contract amount for professional services of ONE HUNDRED FOUR THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$104,931.00).

WHEREAS, the Board of Commissioners finds it in the best public interest to approve Amendment No. 1 to the Agreement and to authorize the Executive Director to execute same, subject to the conditions set forth below.

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

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

Section 2: That Amendment No. 1 to the Professional Services Agreement with Zimmer Gunsul Frasca Architects, LLP., 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 Executive Director of Agency is hereby authorized to execute Amendment No. 1, and further, to make any necessary technical corrections to Amendment No. 1 upon advice from the Agency's legal counsel that said corrections are consistent with the

comments and discussions received at the June 13, 2016, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 13, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY:

By _____
John Hale, Chairman

Date: _____

ATTEST:

By _____
Secretary

Date: _____



ZIMMER GUNSUL FRASCA ARCHITECTS, LLP

**PROFESSIONAL SERVICES AGREEMENT
BROAD STREET DESIGN 2015**

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of June, 2016, and is a rider to and forms a part of the original Professional Services Agreement dated June 18, 2015 ("Agreement"), by and between Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC"), and Zimmer Gunsul, Frasca, LLP, an Oregon Limited Liability Partnership, commonly referred to as ZGF ("CONSULTANT") (individually referred to as "Party" and collectively as the "Parties"), who agree as follows:

IN CONSIDERATION of the mutual promises contained herein and in the Agreement dated June 18, 2015, and for other good and valuable consideration, acknowledged by each Party to be satisfactory and adequate, CCDC and CONSULTANT hereby agree as follows:

1. All of the terms and conditions of the original Agreement, dated June 18, 2015, remain in full force and effect except as expressly modified by this Amendment No. 1.

2. Section 1. "SCOPE OF SERVICES; SCHEDULE" is hereby amended to add the tasks, services, and deliverables described in the attached Exhibit A which indicates extensive modifications to the Scope understood by the parties and is incorporated into this Amendment No. 1 by this reference. CONSULTANT shall contact CCDC immediately, and prior to commencement of work on a specific task, service or deliverable, if clarification is needed regarding the requirements for the task or service, or the required content and/or format of deliverables.

Additionally, Section 1. "SCOPE OF SERVICES; SCHEDULE" is hereby amended to state that the Scope of Services shall be completed by July 1, 2016.

3. Section 3. "AMOUNT AND METHOD OF PAYMENT" is hereby amended to increase the total amount to be paid to CONSULTANT to ONE HUNDRED FOUR THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$104,931.00) because of the increased Scope of Work described in Exhibit A to this Amendment No. 1. This new contract amount represents \$54,969.00 for the Scope outlined in the Parties' original Agreement with the addition of \$49,962.00 for the increased Scope outlined in Exhibit A to this Amendment No. 1.

5. Section 25. "TERM OF AGREEMENT" is hereby amended as follows:

This Agreement shall be effective retroactively to June 1, 2015 (the "Effective Date"). This Agreement shall continue from the Effective Date until the Expiration Date of ~~September 30, 2015~~ August 1, 2016. The expiration date may be extended due to necessity or unforeseen circumstances if approved by CCDC in writing. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 1 as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
ZIMMER GUNSUL FRASCA ARCHITECTS LLP

John Brunelle, Executive Director



Jan Willemse, Partner in Charge

Date: _____

Date: May 16, 2016

EXHIBITS

- A. CONSULTANT'S "Broad Street Public Infrastructure Improvement Plan – scope amendments," dated May 10, 2016

Budget Info / For CCDC Use	
Fund/District	302
Account	480-6250
Activity Code	15218
PO #	150085
Term	August 1, 2016

May 10, 2016

PORTLAND
SEATTLE
LOS ANGELES
WASHINGTON DC
NEW YORK
VANCOUVER

Mr. Karl Woods, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

PARTNERS

Braulio M. Baptista ASSOCIATE AIA
Kathy Shaloo Berg AIA, LEED AP BD+C
Joseph A. Collins FAIA, LEED AP BD+C
Patrick Cotter AIBC, AAA, OAA, AIA
Kelly D. Davis AIA, LEED GREEN ASSOCIATE
Mark M. Foster AIA
Robert J. Frasca FAIA
Ted A. Hyman FAIA, LEED AP BD+C
R. Doss Mabe FAIA
Robert G. Packard III ASSOCIATE AIA
Eugene B. Sandoval ASSOCIATE AIA
Karl R. Sonnenberg AIA, ACHA
Allyn B. Stellmacher AIA, LEED AP BD+C
Todd A. Stine AIA, LEED AP BD+C
Jan Carl Willemsse AIA, LEED AP BD+C
Timothy Williams LEED AP BD+C

PRINCIPALS

Sue Ann W. Barton AIA, EDAC, LEED AP BD+C
Rob O. Burton CPA
Chris Flint Chatto ASSOCIATE AIA, LEED AP BD+C
Kristin B. Crain ASSOCIATE AIA
Paul J. Engels
Nancy M. Fishman
Toby P. Hasselgren AIA
Andrew L. Hollomon
Terri J. Johnson ASSOCIATE IIDA
Susan E. Kerns IIDA, NCIDQ
Brian C. McCarter FASIA, AICP
William R. McGee AIA, LEED AP BD+C
Solvei M. Neiger AIA
Douglas W. Sams AIA, CDT, LEED AP BD+C
Robert J. Snyder AIA, LEED AP BD+C
David J. Staczek AIA
Ronald R. Stewart AIA, LEED AP BD+C
Kip M. Storey
John H. Thompson AIA, LEED AP BD+C
Paddy Tillet RIBA, FRPI, FAICP, FAIA, LEED AP
Sharron M. van der Meulen
Peter W. van der Meulen AIA, LEED AP BD+C

1223 SW Washington Street
Suite 200
Portland, OR 97205
T 503 224 3860
www.zgf.com

Reference: Broad Street Public Infrastructure Improvement Plan – scope amendments

Original Scope

Broad Street Public Infrastructure Project was originally budgeted by ZGF at a total fee of \$54,969 predicated on a fast track effort beginning on May 21st, 2015 with submission of the final DR package on July 17th 2015. Original scope duration May 21 – July 17 Design Review submission – 9 weeks. Below were the assumptions included in the original scope and budget:

Task 1/Neighborhood Framework:

Base scope budgeted four diagrams plus concept plans with quick, hand-drawn graphics. The neighborhood diagrams were intended to be a quick, one-cycle exercise (no revisions) to establish how the streetscape project fit within the context of the Central Addition Master Plan and LIV District Plan. The kickoff meeting was intended to be a video conference with City and other stakeholders in early June.

Task 2/Stormwater Management Plan:

Scope was restricted to review of existing stormwater facilities, calculation of design storm volumes at neighborhood build out and a GSI (Green Stormwater Infrastructure) Concept Plan.

Task 3/Broad Street Schematic Design:

Base scope provided for two iterations of SD design, one illustrative streetscape plan, concept estimates; one presentation to design review by CCDC with CH2M. No meetings or presentations by ZGF were envisaged in this task.

Task 4: Streetscape Standards:

Base scope included prototype GSI standards for numbered streets, cost estimates.

Task 5/Submittals:

Base scope included one presentation to ACHD as part of a pre-app meeting on July 13; one round of revisions to the presentation for July 17 design review with City Council.

Broad Street Public Infrastructure Improvement Plan
May 10, 2016
Page 2

Add-scope Consequences:

Task 1/Neighborhood Framework:

- Kickoff meeting turned into a major 2-day trip (July 7-8) including a charrette with city departments, property owners and CCDC. ZGF prepared refined diagrams and a powerpoint suitable for representing CCDC's intent for the infrastructure project. Agenda included a site tour, separate meetings with City sustainability to understand LIV District metrics and ACHD. The trip by all measures was successful. ZGF team for the trip included Charles Kelley, Brian McCarter and Debbie Chow, along with consultants Pat Lando, Betsy Roberts and Bob Beckman from CH2M.
- Subsequently, ZGF calculated this resulted in extra ZGF labor for which the responsibility was split between ZGF and CCDC.

Task 2/Stormwater Management Plan:

- ZGF pursued eco-district initiatives including stored, recycled water which were neither in the RFP nor in ZGF's original scope;
- Additional phone calls with City sustainability occurred in the discussion phase of potential district energy sharing strategies;
- Ultimately, private sector champions for central energy sharing did not materialize and storage of stormwater for re-use was rejected by ACHD;
- CCDC also conducted a sequence of meetings and calls with Joan Meitl and Hugo Fregoso regarding maintenance responsibility for stormwater planters in the r.o.w., some of which the ZGF Team participated in;
- A district-wide stormwater plan was produced after multiple conversations with ACHD. Some water data was not directly provided but had to be searched and sourced;
- ZGF reviewed the time spent on ecodistrict conversations and absorbed that cost so this task remained as budgeted even though its duration clearly exceeded the original schedule.

Task 3/Broad Street Schematic Design:

- Meetings with CCDC Board, ACHD and City of Boise were introduced, with preparation of presentation materials for each including handout packages and powerpoint for CCDC Board Review August 10; an additional Board presentation in the fall;
- Minor property owner outreach meetings occurred on the August 10-11 trip;
- Broad Street design and PM work sessions in Portland August 25 – 26;

Broad Street Public Infrastructure Improvement Plan
May 10, 2016
Page 3

- Several screen share calls to review design progress and make plan refinements based on input from ACHD, parking services, etc;
- ACHD Executive meeting presentation and discussion;
- An additional ACHD meeting occurred on September 29.
- Added labor costs were split at 80% to CCDC, 20% to ZGF;

Task 4: Streetscape Standards:

This task was completed within budget even though it extended to December 2015.

Task 5/Submittals:

Base scope covered a Council Work Session on Aug 11.

Summary

While some base scope tasks were able to be shifted as the schedule slid, the net effect of an additional five months of effort due to external factors, inevitably resulted in multiple reiterations and a consequent multiplication of the planned labor investment. See exhibits A and B attached. Let me know if I can answer any questions. Thank you.

Regards,
ZGF Architects LLP

Brian McCarter FASLA AICP

McCarter, Brian

From: Doug Woodruff <dwoodruff@ccdcb Boise.com>
Sent: Friday, December 18, 2015 10:33 AM
To: Tillett, Paddy; Karl Woods
Cc: McCarter, Brian
Subject: RE: Boise Broad Street LIV
Attachments: Karl Woods

Categories: Filed by Newforma

Paddy, Thank you for getting this over to us. Karl and I have both had a chance to review and the description seems reasonable. We are still hindered by the Executive Director's \$50,000 discretionary spending limit. If we get the total amendment amount under \$50,000 it does not need board approval. Is it reasonable to adjust the fee amounts to a total under \$50,000 so we can process this amendment administratively?

Also, I have attached Karl's contact information for your use.

Very Best,
Doug

Doug Woodruff
Direct Line: 208-319-1229

From: Tillett, Paddy [mailto:paddy.tillett@zgf.com]
Sent: Friday, December 11, 2015 3:26 PM
To: Doug Woodruff <dwoodruff@ccdcb Boise.com>
Cc: McCarter, Brian <brian.mccarter@zgf.com>
Subject: Boise Broad Street LIV

Doug:

Following up on our conversation on Wednesday afternoon, we have summarized our conclusions in the attached memo. Please let me know of any additions or corrections to be made.

Paddy

Paddy Tillett	ZGF ARCHITECTS LLP
RIBA, FRTPI, FAICP, FAIA, LEED AP	T 503.863.2294 E paddy.tillett@zgf.com
Principal	1223 SW Washington Street, Suite 200
Planning & Urban Design	Portland, OR 97205

[ZGF Email Disclaimer](#)

Memorandum - Tasks Remaining

To: Doug Woodruff

From: Paddy Tillett, Brian McCarter

As a result of our telephone call with you and Carl Wood yesterday, it was concluded that the following tasks remain to be completed in the first phase of design for Broad Street LIV:

1. Completion of 11"x 17" technical and presentation plan drawings – ZGF
2. Stormwater plan completion – Lando
3. Order-of-magnitude construction cost estimate – CH2

The project was originally budgeted by ZGF at a total fee of \$54,969 predicated on a fast track effort beginning on May 21st with submission of the final DR package on July 17th. A five month extension, due to external factors, not only extended the management effort, it also afforded those consulted the opportunity for multiple reiterations and a consequent multiplication of the planned labor investment.

Compensation for agreed additional services through August 27, 2015 was \$24,263 exclusive of project expenses after subtraction of unauthorized additional services totaling \$11,820.

Compensation for additional services since August 27, inclusive of the three tasks listed above is \$30,664 less discounted labor totaling \$1,605 and 16 hours of Tillett's time totaling \$3,360 leaving a balance of \$25,699.

Thus the fees for agreed additional services amount to \$24,263 plus \$25,699 totaling \$49,962.

PT/BM



AGENDA BILL

Agenda Subject: Resolution No. 1450, Approval of The First Amendment to the Type 3 Participation Agreement between the Agency and the Roost Project LLC, relating to the public improvements on Broad Street adjacent to The Fowler.		Date: 6/13/2016
Staff Contact: Shellan Rodriguez	Attachments: 1- Resolution No. 1450	
Action Requested: Adopt Resolution No. 1450 approving and authorizing the execution of The First Amendment to the Type 3 Special Assistance Participation Agreement for the reduction of certain public eligible improvements located within the Broad Street ROW adjacent to the development known as The Fowler.		

Background:

Project Summary:

The Fowler is a 159-unit market rate rental apartment project currently under construction by Andersen Construction and located on the southwest corner of Broad and 5th Streets in the River Myrtle – Old Boise URD. It is slated to be complete in the summer of 2017. The project will bring approximately 200 residents to Downtown's LIV District as well as approximately 4,000 s.f. of new retail space. It is adjacent to Boise Brewing, across the Street from Concordia Law School and in close proximity to multiple services (grocery, coffee, bars and restaurants). The building program includes a level of public parking, an additional level of private parking and five floors of rental apartment units.

In August 2015, the CCDC Board of Commissions approved the Type 3 Special Assistance Participation Agreement for public improvements and the purchase of public parking located at The Fowler. The agreement included up to \$650,000 of reimbursement for public improvement in the right of way on Broad Street and 5th Street. The Agreement also included a Purchase and Sale Agreement for no less than 89 public parking spaces on the ground level of the building.

The Type 3 Agreement allowed for flexibility in the scope given that CCDC and the City were in the midst of designing the LIV District streetscape which includes the portion of Broad Street adjacent to The Fowler. Now the streetscape design is finalized, CCDC staff has been working with the developer to amend the scope of the Broad Street public improvements to clearly delineate and define each party's responsibilities and schedules. This Amendment aims to

clarify the scope of the Broad Street improvements in order to provide the least amount of disruption to the businesses in the area and to provide as much efficiency in completing the project as planned from the perspective of The Roost Project, LLC and CCDC.

Fiscal Notes:

The Amendment reduces the eligible public improvement reimbursement expenses for The Fowler project by \$95,916. The Amendment decreases the public improvement reimbursement from roughly \$650,000 to \$555,000.

The eligible costs that have been removed as eligible expenses will be completed by Guho Construction as part of CCDC's Broad Street improvements. In the unlikely event CCDC fails to move forward with the Broad Street Improvements CCDC agrees to reimburse the developer for the same amount plus 15% contingency.

Staff Recommendation:

Approve and authorize staff to execute the First Amendment to the Type 3 Agreement Special Assistance Participation Agreement for The Fowler.

Suggested Motion:

I move to adopt Resolution No. 1450 to approve and authorize staff to execute The First Amendment to the Type 3 Special Assistance Participation Agreement with The Roost Project, LLC, regarding the property commonly known as The Fowler.

RESOLUTION NO. 1450

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
APPROVING THE FIRST AMENDMENT TO THE TYPE 3
PARTICIPATION AGREEMENT BETWEEN THE AGENCY
AND ROOST PROJECT, LLC, FOR PUBLIC IMPROVEMENTS
RELATED TO THE CONSTRUCTION OF THE ROOST
CONDOMINIUM PROJECT; 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 Agency, pursuant to Resolution 1396, approved by Agency on August 10, 2015, which is by reference incorporated herein as if set forth in full, approved that certain Type 3 Participation Program Agreement ("Agreement") between Agency and The Roost Development, LLC, an Idaho limited liability company ("Roost");

WHEREAS, Agency and Roost desire to amend the Agreement to reflect a reduction in the amount reimbursed to Roost by Agency due to Agency's construction of certain public improvements that were eligible for reimbursement by Agency to Roost under Agency's Participation Program and initially included in the Agreement as eligible for reimbursement under the Agreement;

WHEREAS, Agency staff and Roost have drafted the First Amendment to Type 3 Participation Agreement ("First Amendment"), attached hereto as Exhibit A and incorporated herein;

WHEREAS, the Agency has determined that it is in the public interest to enter into the First Amendment with Roost;

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

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

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

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

Section 2: That the First Amendment, 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 First Amendment, and to execute all necessary documents required to implement the actions contemplated by the First Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the First Amendment or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the First Amendment and the comments and discussions received at the June 13, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the First Amendment and to perform any and all other duties required pursuant to said First Amendment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 13, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

FIRST AMENDMENT TO THE TYPE 3 SPECIAL ASSISTANCE PARTICIPATION AGREEMENT

This FIRST AMENDMENT TO TYPE 3 SPECIAL ASSISTANCE PARTICIPATION AGREEMENT (the "First Amendment") is made and entered into this ____ day of June, 2016, by and between the CAPITAL CITY DEVELOPMENT CORPORATION (the "Agency" or "CCDC") and The Roost Project, LLC, a California limited liability company qualified to do business in Idaho, and/or assigns (the "Participant"), collectively the "Parties."

WHEREAS, Participant and Agency have previously entered into that certain Type 3 Special Assistance Participation Agreement, dated December 21, 2015 (the "Agreement").

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

AGREEMENT:

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

1. **Amendments to Body of Agreement.** The following amendments are made to the body of the Agreement:

- a. **Amendment to Section 4.B.** Section 4.B. of the Agreement is deleted in its entirety and is hereby amended in its entirety by the following new Section 4:

In no event will the combined reimbursement for the Public Improvements exceed FIVE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$555,000).

- b. **Amendment to Exhibit D.** Exhibit D to the Agreement is hereby replaced with the document attached hereto as Attachment 1 and labelled "Exhibit D".

2. **Additional Terms.** The following terms are hereby added to the Agreement. All other provisions of the Agreement apply to the following provisions. If there are any inconsistencies between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

- a. Agency intends on constructing the public improvements (the "Agency Public Improvements") described on Attachment 2 to this First Amendment.

- b. Agency agrees to confirm to Participant that Agency will construct the Agency Public Improvements no later than November 1, 2016.

c. Participant, as of the Effective Date of this First Amendment, is occupying the area where Agency intends on constructing the Agency Public Improvements (the "Agency Construction Area").

d. Participant agrees to vacate the Agency Construction Area on or before December 1, 2016. At which time the Agency or its representative shall confirm vacation of the area is acceptable.

e. Agency agrees to commence construction of the Agency Public Improvements no later than January 1, 2017 or, in the event Section 2.d. is not met by December 1, 2016, the Agency has up to 30 days after Section 2.d. is met to commence construction. Agency shall obtain all necessary permits and approvals for the Agency Public Improvements.

f. In the event Agency fails to commence construction of the Agency Public Improvements before January 1, 2017, and the failure is unrelated to any actions or inactions of Participant, Participant may construct the Agency Public Improvements. In such event, Agency agrees to reimburse Participant up to but not to exceed Ninety Five Thousand Nine Hundred Sixteen Dollars (\$95,916) for the costs to construct the Agency Funded Improvements. Provided, a contingency amount equal to \$14,387.40 may be reimbursed in addition to the \$95,916 to cover unanticipated or increased costs over the estimated costs for the Agency Funded Improvements set forth in Exhibit D which are necessary to complete the Agency Funded Improvements.

The reimbursement shall be made pursuant to the reimbursement process set forth in the Agreement as outlined in Section 8 of the Agreement.

Provided, Section 8(b).ii. of the Agreement is, for purposes of this First Amendment and the reimbursement for the construction of the Agency Public Improvements only, not applicable.

Provided further, Participant will utilize commercially reasonable contracting, budgeting and bidding practices to ensure that the Agency Public Improvements 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 Agency Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

g. Agency agrees the Agency Public Improvements shall be completed by March 15, 2017.

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

i. Until Participant completes the Project, Participant shall be responsible to repair any damages caused to the Agency Public Improvements by Participant (or Participant's agents) after Agency has completed construction of the Agency Public Improvements.

3. Capitalized terms not defined herein shall have the meaning ascribed in the Agreement.

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

AGENCY:

Urban Renewal Agency of Boise City

a/k/a Capital City Development Corporation

By: _____
Name: _____
Its: _____

PARTICIPANT:

The Roost Project, LLC,
a California limited liability company



Michael J. Brown, Managing Member of
LocalConstruct Advisors, LLC, its Manager

Attachments

- 1: Replacement Exhibit D for the Type 3 Agreement
- 2: Agency Public Improvements – Description and Plans

Attachments

- 1: Replacement Exhibit D for the Type 3 Agreement
- 2: Agency Public Improvements – Description and Plans

Attachment 1: Replacement Exhibit D for the Type 3 Agreement

Exhibit D

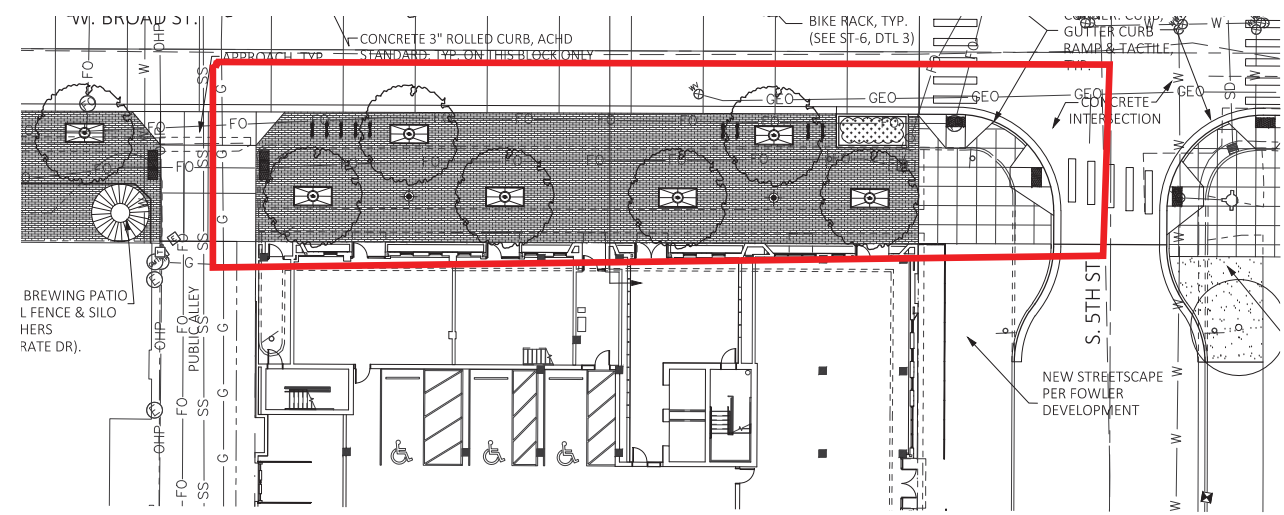
TRADE/ITEM		% of total					CCDC Broad Street Credit as amended
		Estimated Values per CCDC Participation Agreement Dated 8 10 2015	24%	50%	26%	-15%	
			Myrtle	5th street	Broad		
Sidewalk/street closures/barricades		\$25,000	\$6,000	\$12,500	\$6,500	\$0	
Surveying		\$7,500	\$1,800	\$3,750	\$1,950	\$0	
Building Demo		\$15,000	\$3,600	\$7,500	\$3,900	\$0	
Demolition of all other site related items		N/A	\$0	\$0	\$0	\$0	
Tree Removal		\$3,450	\$828	\$1,725	\$897	\$0	
Demo parking curb		\$3,570	\$857	\$1,785	\$928	\$0	
Demo Hardscape		\$1,264	\$303	\$632	\$329	\$0	
Demo AC Paving		\$4,875	\$1,170	\$2,438	\$1,268	\$0	
Demo Sidewalk		\$5,031	\$1,207	\$2,516	\$1,308	\$0	
Demo curb and gutter		\$3,145	\$755	\$1,573	\$818	\$0	
Utility Disconnects		\$4,500	\$1,080	\$2,250	\$1,170	\$0	
Demo fencing		\$2,070	\$497	\$1,035	\$538	\$0	
Demo SD Inlet		\$250	\$60	\$125	\$65	\$0	
Demo parking pay box		\$250	\$60	\$125	\$65	\$0	
Clear and Grubb		\$1,500	\$360	\$750	\$390	\$0	
Finish Grading		\$2,500	\$600	\$1,250	\$650	-\$650	
Dust Control		\$5,000	\$1,200	\$2,500	\$1,300	\$0	
SWPPP/Erosion Control Measures		\$3,500	\$840	\$1,750	\$910	\$0	
A.C. Patch		\$12,160	\$2,918	\$6,080	\$3,162	\$0	
Curb and gutter		\$10,854	\$2,605	\$5,427	\$2,822	-\$2,822	
Sidewalk and pavers		\$47,748	\$11,460	\$23,874	\$12,414	-\$12,186	
Sidewalk		\$1,295	\$311	\$648	\$337	-\$337	
Pavement Markings		\$5,000	\$1,200	\$2,500	\$1,300	-\$1,300	
Demo/Re-locate utilities		\$20,000	\$4,800	\$10,000	\$5,200	\$18,498	
Silva Cell System		\$280,000	\$67,200	\$140,000	\$72,800	-\$59,982	
Geothermal piping connection		\$25,000	\$6,000	\$12,500	\$6,500	-\$6,500	
Bike Racks		\$5,000	\$1,200	\$2,500	\$1,300	-\$398	
Tree Grates		\$15,000	\$3,600	\$7,500	\$3,900	-\$10,280	
Landscape/Irrigation		\$31,776	\$7,626	\$15,888	\$8,262	-\$4,846	
Trash Receptacles		N/A	\$0	\$0	\$0	-\$1,874	
Park Benches		N/A	\$0	\$0	\$0	-\$2,014	
Site Lite Poles		\$15,000	\$3,600	\$7,500	\$3,900	-\$7,361	
Relocate Structures		\$82,000	\$19,680	\$41,000	\$21,320	\$0	
Seepage bed credit		-\$52,000	-\$12,480	-\$26,000	-\$13,520	-\$11,998	
Developers Fee		\$0	\$0	\$0	\$0	\$6,738	
Legal Administrative Fees		\$0	\$0	\$0	\$0	\$5,000	
Total		\$587,238	\$140,937	\$293,619	\$152,682	-\$92,312	
General Conditions	5%	\$29,361.90	\$7,047	\$14,681	\$7,634	\$0	
Liability Insurance	1%	\$6,166.00	\$1,480	\$3,083	\$1,603	-\$468	
Constrution congingency	1%	\$6,227.66	\$1,495	\$3,114	\$1,619	\$0	
Contractors Fee	3%	\$18,869.81	\$4,529	\$9,435	\$4,906	-\$3,136	
Grand Total		\$647,863	\$155,487	\$323,932	\$168,444	-\$95,916	
Revised Grand Total To Be Reimbursed		\$551,947	\$155,487	\$323,932	\$72,528		

Attachment 2: Agency Public Improvements – Description and Plans

4816-8969-5282, v. 1

DRAFT

Attachment 2: Agency Public Improvements
Area in Red is the project adjacent to The Fowler on Broad.



GENERAL NOTES :

1. STREET TREES SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND DRIP SYSTEM.
2. FOUR (4) EXISTING SWEETGUM STREET TREES (12"-16" CAL SIZE EA) TO BE REMOVED FROM SOUTH SIDE SIDEWALK STREETSCAPE AND FOUR (4) EXISTING HONEYLOCUST STREET TREES (8"-12" CAL SIZE EA) TO BE REMOVED FROM THE NORTH SIDE SIDEWALK STREETSCAPE BETWEEN 6TH & 5TH ST.
3. TWENTY-THREE (23) STREET TREES WILL BE PLANTED BETWEEN 6TH AND 5TH STREET. SPECIES AS FOLLOWS:
CHANTICLEER PEAR PYRUS CALLERYANA 'GLEN'S FORM' 2 1/2" CAL B&B
4. MODULAR SUSPENDED PAVING SYSTEM (SILVA CELLS) TO BE INSTALLED SUBSURFACE BELOW CONCRETE SIDEWALK ON BROAD STREET, BOTH SIDES OF SIDEWALK. AIM TO INCREASE SOIL VOLUMES TO SUPPORT LARGE, HEALTHY TREE GROWTH AND STORMWATER COLLECTION DURING RAIN EVENT
5. INFILTRATION PLANTER SHALL BE CONNECTED (PIPED) TO MODULAR SUSPENDED PAVING SYSTEM TO MAXIMIZE STORMWATER COLLECTION

LIV DISTRICT : BROAD STREET

Public Infrastructure Improvement Plan

ST-2

7

BLOCK PLAN: BROAD STREET, 6TH TO 5TH ST.

SCALE: 1"= 20'

0' 5' 10' 20' 40'

MARCH 28, 2016





AGENDA BILL

Agenda Subject: Resolution #1451 Approval of a new Type 4 Participation Agreement with the City of Boise for Geothermal Extension on Broad Street		Date: June 13, 2016
Staff Contact: Mary Watson	Attachments: 1. Resolution # 1451 2. Type 4 Participation Agreement	
Action Requested: Adopt Resolution #1451 approving and authorizing the execution of the new Type 4 Participation Agreement with the City of Boise which will supersede the previously-executed March 12, 2015 Agreement.		

Background:

The Agency designated the Geothermal Expansion on Broad Street as a Type 4 Participation Program Project at the February 2015 Board meeting; the following month, the Type 4 Participation Agreement with the City of Boise was approved. At the time the agreement was signed, the City was preparing to construct the geothermal extension, and the Agency committed to reimbursing half of the expenses so that the City could utilize certain federal funds.

In the time since approval of the original T4, the parties realized that coordinating the Broad Street improvements under one construction company would be much more efficient. With the Agency's hiring of Guho Corp. as its Construction Manager / General Contractor (CM/GC) for the Broad Street – LIV District Public Infrastructure Improvement Project, the parties are prepared to proceed with Guho Corp. handling the construction of the geothermal extension. All of the obligations and commitments of the original Type 4 Agreement remain – the only material difference is that the Agency now will facilitate geothermal construction.

Fiscal Notes:

The Agency's total obligation for the geothermal extension on Broad Street will not exceed Five Hundred Thousand Dollars (\$500,000.00) or fifty percent (50%) of the total costs for the geothermal extension billed by the Agency's contractor, Guho Corp., whichever is less and inclusive of the \$34,409.60 paid to date under the original May 12, 2015 Agreement.

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve execution of the new Type 4 Participation Agreement with the City of Boise which will supersede the March 12, 2015 Agreement. The new T4 Agreement addresses the changed circumstances of the LIV District Public Infrastructure Improvement Project while still allowing the use of CCDC's funds as the local match to the City's federal funding source.

Suggested Motion:

I move adoption of Resolution #1451 approving and authorizing the execution of the new Type 4 Participation Agreement with the City of Boise which will supersede the previously-executed March 12, 2015 Agreement.

RESOLUTION NO. 1451

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A NEW TYPE 4 PARTICIPATION AGREEMENT FOR THE GEOTHERMAL EXTENSION ON BROAD STREET BY AND BETWEEN THE AGENCY AND THE CITY OF BOISE CITY; PROVIDING THAT THE NEW AGREEMENT WILL SUPERSEDE THE TYPE 4 PARTICIPATION AGREEMENT PREVIOUSLY EXECUTED ON MAY 12, 2015; AUTHORIZING THE 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and

WHEREAS, the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and

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

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

WHEREAS, the Agency 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 joint effort with private entities or other public agencies; and

WHEREAS, the Agency and City entered into a Type 4 Participation Agreement – Capital Improvement Reimbursement Agreement on May 12, 2015, whereby the City was to construct a geothermal extension on Broad Street in the River Myrtle - Old Boise urban renewal

district and the Agency was to reimburse the City for a share of the cost of the work performed by the City's contractor; and

WHEREAS, certain portions of the May 12, 2015 Agreement have been performed by the City and reimbursed by the Agency, but the majority of the May 5, 2015 Agreement has yet to be fulfilled; and

WHEREAS, since executing the May 12, 2015 Agreement, the planned improvements for the LIV District on Broad Street have changed such that the Agency, through its contractor Guho Corp., is preparing to construct the geothermal extension; and

WHEREAS, the Agency and City have determined that it is now in the best public interest to enter into a new Agreement, which will supersede the May 12, 2015 Agreement, whereby the Parties agree the Agency's contractor will construct the Geothermal Extension and the City will reimburse for the City's share of the cost of the work; and

WHEREAS, the new Type 4 Participation Agreement – Capital Improvement Reimbursement Agreement for the LIV District Geothermal Extension (the "Agreement") is attached hereto as Exhibit A and incorporated herein as if set forth in full; and

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

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

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

Section 2: That the Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved; and further, upon execution, that the Agreement shall supersede the Type 4 Participation Agreement executed by Agency and the City of Boise on May 12, 2015.

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the June 13, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2016. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

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

LIV DISTRICT GEOTHERMAL EXTENSION

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 and CCDC are 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 that 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.

E. CCDC and City entered into a Type 4 Capital Improvement Program Agreement, dated May 12, 2015 ("May 12, 2015 Agreement"), whereby the City was to construct the Geothermal Extension and CCDC was to reimburse the City for the cost of the work performed by the City's contractor.

F. Certain portions of the May 12, 2015 Agreement have been performed by the City and reimbursed by CCDC, but the majority of the May 12, 2015 Agreement has yet to be fulfilled.

G. CCDC and City have determined that it is now in the public interest to enter into a new Agreement, which will supersede the May 12, 2015 Agreement, whereby the Parties agree CCDC's contractor will construct the Geothermal Extension and the City will reimburse CCDC for the cost of the work performed by CCDC's contractor on the Geothermal Extension as detailed herein 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 either: (1.) the completion of all obligations of each Party; or (2.) 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.** CCDC 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 CCDC as part of the Geothermal Extension are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's financial obligation is limited to the amount set forth in Sections 3 and 6 of this Agreement.

3. **Payment Obligation.** The total amount to be paid by CCDC under this Agreement for the Geothermal Extension shall not exceed Five Hundred Thousand Dollars (\$500,000.00) or fifty percent (50%) of the total costs billed by CCDC's contractor, whichever is less and inclusive of the \$34,409.60 already paid by CCDC to City pursuant to the May 12, 2015 Agreement. The Parties acknowledge that the Schedule of Eligible Infrastructure Costs attached as Exhibit B: (1.) is the estimate created by City's general contractor at the time of execution of the May 12, 2015 Agreement; (2.) is sufficiently accurate for this Agreement; and (3.) that actual total costs, as well as each line item of cost, may end up being more or less than is shown on

Exhibit B.

4. **Review of Construction Plans.** Upon City's request, City shall have the right and the opportunity to review CCDC's construction plans, budgets, and bids for the Eligible Infrastructure Costs (collectively the "Public Improvement Construction Documents"). CCDC 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, CCDC shall notify City in writing to request a final construction inspection and a meeting with CCDC to determine if the Geothermal Extension meets the requirements of this Agreement. City shall provide CCDC 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, CCDC shall provide City 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. CCDC shall direct invoices to Boise City Public Works Department c/o Jon Gunnerson, Assistant Boise City Engineer. CCDC shall invoice City for its share of the costs of the Geothermal Extension as the same are billed by CCDC's contractor:
 1. CCDC will invoice City for fifty percent (50%) of the construction costs up to a maximum One Million Dollars (\$1,000,000) total construction cost;
 2. CCDC will invoice City for one hundred percent (100%) of all construction costs in excess of One Million Dollars (\$1,000,000) total construction cost.
- c. With each invoice, CCDC shall provide an updated Schedule of Values and set forth the amount CCDC has paid to that date and the anticipated remaining contributions from the CCDC. CCDC also shall provide sufficient 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.
- d. The City shall pay such invoices within thirty (30) days after receipt; provided, however, that if the City's Geothermal Coordinator 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 payment obligation of CCDC 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 obligation under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting Party.
- e. In the event City defaults under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its obligations under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligations may be deemed extinguished by CCDC in its discretion.

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, Idaho 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. CCDC agrees that it will require its contractor to designate CCDC and the City of Boise as additional insureds under contractor's insurance coverage.

16. **Antidiscrimination During Construction.** CCDC, 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, CCDC 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.** CCDC 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 City acknowledged the completion of the Geothermal Extension. Provided, nothing herein shall limit the time within which City may bring an action against CCDC on account of CCDC'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.** This Agreement including Exhibits A and B, 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, including the May 12, 2015 Agreement, with respect to all or any part of the subject matter thereof except for the acknowledgment and acceptance by the Parties of payments made by each Party in the amount of \$34,409.60 in contemplation of construction of the Geothermal Extension. All waivers of the provisions of this Agreement 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: _____

APPROVED AS TO FORM

CITY:

City of Boise City, Idaho

David H. Bieter, Mayor

Date: _____

ATTEST:

Lynda Lowry, Ex-Officio City Clerk

Date: _____

APPROVED AS TO FORM

City of Boise | Central Addition Geothermal Service

----- Existing Geothermal Line



Control Valves

— Planned Geothermal Line



Injection Well

EXHIBIT A

CAPITOL BLVD

6TH ST

5TH ST

FRONT ST

GROVE ST

4TH ST

655'

12" C

6" S

260'

6" S

750'

6" C

4TH ST

12" C

630'

10" C

6" S

6" C

BROAD ST

3RD ST

MYRTLE ST

JULIA DAVIS DR

2ND ST



0 200 400
FEET

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



AGENDA BILL

Agenda Subject: Resolution #1452 Approval of a 1 st Amendment to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project		Date: June 13, 2016
Staff Contact: Karl Woods Mary Watson	Attachments: <ol style="list-style-type: none">1. Bid Opening Information – June 7, 20162. Resolution #14523. 1st Amendment to CM/GC Agreement with Guho Corp.	
Action Requested: Adopt Resolution #1452 approving and authorizing the execution of the 1 st Amendment to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project.		

Fiscal Notes:

The amendment amount of \$264,788.65 is for the purchase of geothermal pipe and fittings. Guho Corp. is currently under contract for CM/GC services in the amount of \$75,091. Approving this amendment will change the present committed total to \$339,879.65.

The FY 2016 CCDC agency budget allocates \$500,000 as the agency portion of a \$1,000,000 cost share agreement with the City of Boise to expand geothermal service in The LIV District.

Background:

Construction of the Broad Street – LIV District Public Infrastructure Improvement Project is anticipated to begin in August 2016. In order to meet the construction schedule, the agency needs to order materials now in advance of when the geothermal pipe and fittings will be installed. There is an 8-12 week lead time on procurement of geothermal pipe and fittings.

Guho Corp. publicly bid the geothermal materials component of the project and is required to award the contract to the lowest responsible bidder per Idaho Code § 54-4511. Two companies submitted bids before the bidding deadline of June 7, 2016 at 2 p.m. Thermal Pipe Systems provided the lowest bid of \$264,788.65. Representatives from the agency and the City of Boise were on hand for the bid opening.

The CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties can best address construction complexities and pertinent financial details – such as procurement of long lead-time materials. Here, the CM/GC contract with Guho Corp. allows us to amend the contract by setting an initial Guaranteed Maximum Price (GMP) to purchase the needed geothermal materials. As the project progresses, we can amend the CM/GC contract until all components are finalized and a final GMP is provided by Guho Corp. for the agency's approval.

Staff Recommendation:

Staff recommends approving the 1st Amendment to the CM/GC contract with Guho Corp. to allow early procurement of geothermal materials needed for the Broad Street – LIV District Public Infrastructure Improvement Project.

Suggested Motion:

I move to adopt Resolution #1452 approving and authorizing the execution of the 1st Amendment to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project.

Bid Opening

Project	City of Boise LIV District		
	Central Addition Geothermal Expansion		
	Bid Package 1.1 Geothermal Pipe and Fitting Supply		
Date and Time	Tuesday, June 7, 2016		
	2pm		
	1	2	3
Company	Pipe Valve + Fittings Thermal Pipe Systems		
Bid Bond	✓	✓	
Signature	✓	✓	
Addendum 1	✓	✓	
Total	276,944.68	264,788.65	
Prepared By:	Anthony Guho		
CCDC Present	Karl Woods		
City of Boise Present	Jon Gunnerson		

RESOLUTION NO. 1452

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 AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND GUHO CORP.; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and

WHEREAS, the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and

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

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

WHEREAS, upon approval of Resolution 1428 by its Board of Commissioners on February 8, 2016, the Agency entered into a Construction Manager / General Contractor (CM/GC) construction agreement with Guho Corp, for the Broad Street – LIV District Public Infrastructure Improvement Project using the CM/GC construction delivery method; and

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details, including procurement of long lead-time materials; and

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in

order to allow for early procurement of geothermal materials, as a long lead-time material for the project, in the amount of Two Hundred Sixty-Four Thousand Seven Hundred Eighty-Eight and 65/100 Dollars (\$264,788.65); and

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Amendment and to authorize the Executive Director to execute same.

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 Amendment No. 1 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Executive Director of the Agency is hereby authorized to execute Amendment No. 1 to the Construction Manager / General Contractor construction agreement with Guho Corp., for procurement of geothermal materials in the amount of TWO HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND 65/100 DOLLARS (\$264,788.65).

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on June 13, 2016.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 13, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Secretary



AGENDA BILL

Agenda Subject: Type 3 Transformative Project Designation for proposed development on Parcel B by Gardner Company (BVGC Parcel B, LLC).		Date: 6/13/2016
Staff Contact: Todd Bunderson	Attachments: Site Plan Participation Proposed	
Action Requested: Designate project as Type 3 Transformative Project and direct staff to negotiate and finalize terms of a Type 3 Transformative Project Agreement for future Board Approval.		

Background:

The developer, Gardner Company, has been working with Babcock Design Group on the redevelopment of their 5 acre project site located on the parcel commonly referred to as Parcel B. It is a rectangular parcel located between Front & Myrtle Streets and 11th & 13th Streets. The site is currently used as an unimproved parking lot.

The developer purchased the site from the Greater Boise Auditorium District in February 2016 with the intent to provide a mix of uses that will complement the surrounding land uses. In addition to site control the developer has been working closely with the City of Boise and received Design Review Approval (June 8, 2016), after attending various work sessions with the Design Review Committee.

The mixed-use project includes four quadrants as shown on the attached site plan. The Northeast quadrant near the corner of Front & 11th includes a 630 to 680 stall parking garage which is attached to a 12,000 office space. The Southeast quadrant near the corner of Myrtle & 11th includes a 5,000 s.f. retail building with a patio and surface parking. According to the developer the use is unknown at this time but may involve a restaurant use. On the Southwest quadrant, near Myrtle & 13th a 100,000 s.f. stand-alone office building will be constructed, the end user is to be determined. And the Northwest quadrant, near the corner of Front & 13th, a future building pad will be slated for a multi-story commercial use.

The project includes an extension of 12th Street between Front and Myrtle which would include a public easement for improvement purposes, internal service drives and public pedestrian areas which have been designed to encourage pedestrian and bicycle traffic within the Site.

CCDCs participation will be formalized in a Type 3 (T3) Agreement, which will be presented to the Board for approval in the coming months. Parcel B has been undeveloped for decades and was acquired by Gardner Company from Greater Boise Auditorium District (GBAD) in February 2016. The purchase of Parcel B coupled with CCDCs conduit financing enabled GBAD to move forward with the full \$48 million renovation and expansion of convention space at Boise Centre. This land sale was, however, contingent upon the willingness and ability of CCDC to provide additional public parking capacity on the Parcel B site to provide this area of the downtown with additional parking services. The T3 participation agreement provides this facility as well as other necessary public infrastructure improvements to enable development of the site. As per CCDC's Participation Program, the T 3 assistance includes essential features requisite to the Board's Participation Program constituting a transformational project including:

- Significant private capital investment of approximately \$48 million with approximately 6:1 private to public investment ratio
- Significant public ownership of assets including a public parking garage
- Parking garage to include relocation of Boise Metro Chamber of Commerce; a nonprofit promoting economic development in the downtown, City of Boise and the metropolitan area
- Construction of a new public street (12th Street) for connectivity and mobility
- Approximately 2,100 linear feet of streetscape improvements on perimeter of unimproved 5 acre parcel (Front Street, 13th Street, Myrtle Street, 11th Street)
- Power and utility upgrades and relocations
- Easements for public plaza spaces to enhance bike/pedestrian connections 13th & Myrtle and on 11th & Myrtle and for improved connectivity with the Pioneer Corridor

The framework of requested CCDC Participation is in two parts.

1. The first request is for CCDC to purchase a portion of a public parking garage consisting of 250 - 280 public spaces within the larger 630 – 680 space structure. The exact space count will be determined based on construction costs but will not be less than 250. A condominium will be created and the public parking will be owned and managed by CCDC in accordance with the Agency's current parking policy. The sales price upon completion of the public parking garage will not exceed \$5.0 million and is expected to be completed in October of 2017.
2. The second request is for reimbursement of completed public improvements including sidewalks, streetscapes, public utilities, and pedestrian oriented placemaking improvements. This request is similar to a typical Type 2 Streetscapes Participation approach but the level of public improvements requires the reimbursement to extend the parameters outlined in the Type 2 Participation Policy, therefore the participation is proposed as a Type 3 Transformative Project. There are two public plazas that will incorporate public art, plantings, water features, sitting areas and added sidewalk connections to adjacent buildings as well as with the Pioneer Corridor. 12th Street will be extended to provide public connectivity between Front & Myrtle Streets. The total amount of eligible costs is estimated to be approximately \$3.4 million . Reimbursement payments would be made annually upon completion of the development and as per the tax increment is received by the River Myrtle URD.

Fiscal Notes:

Public Parking Garage Purchase Price: \$ 5,000,000 to be paid upon completion of the construction of the asset to be purchased, estimated to be October 2017 which is fiscal year 2018. This purchase is included within the Board approved Capital Improvement Plan and relies on a bond sale to finance the acquisition.

Public Improvements: \$3,400,000 to be paid back annually after completion and as increment is received to the district. This amount includes approximately \$1.9 million for perimeter streetscapes, \$0.9 million for the construction of 12th Street, and \$0.6 million for utility infrastructure. The reimbursement is estimated to be paid annually from FY2019 through FY 2025.

Total Requested Participation: \$8,400,000

Staff Recommendation:

Designate project as potential T3 Transformative Project based on the project as approved by City of Boise Design Review with conditions and direct staff to negotiate and finalize terms of a T3 Special Agreement for future Board Approval.

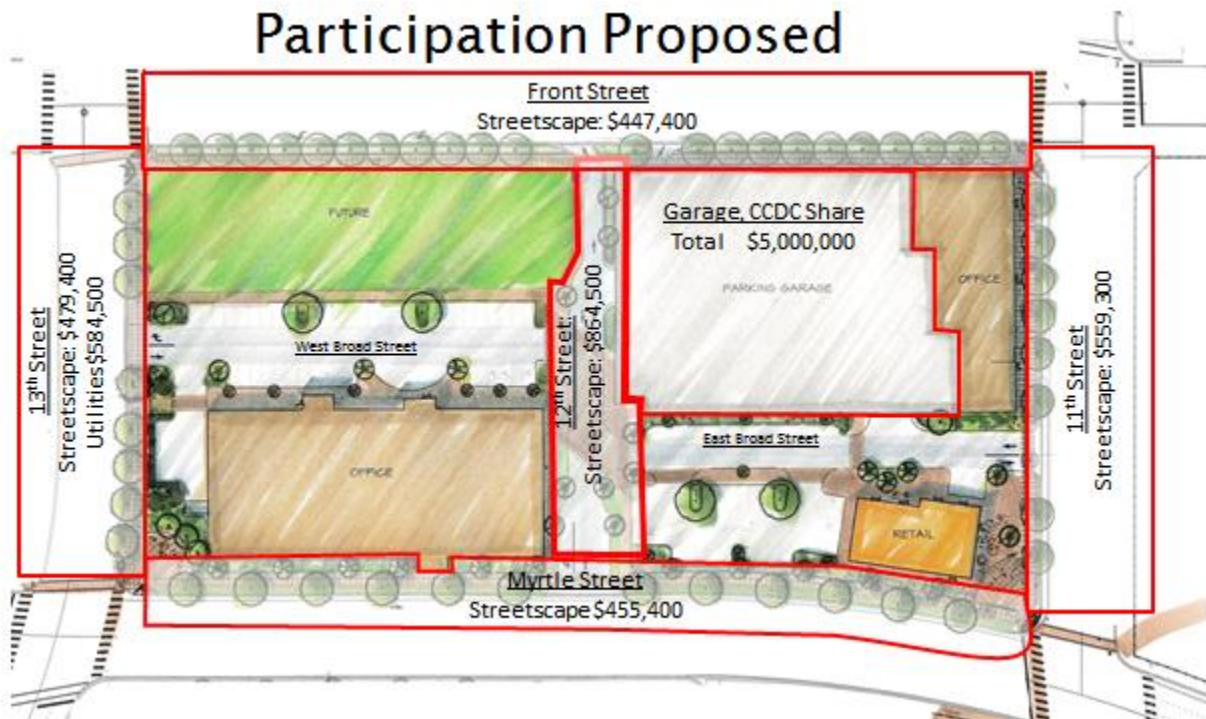
Suggested Motion:

I move to Designate this project as a T3 Special Assistance Project in accordance with the information presented in this Agenda Bill and presentation and direct staff to negotiate and finalize terms of a T3 Special Agreement for future Board Approval.

Site Plan



Participation Proposed





AGENDA BILL

Agenda Subject:		Date:
Type 1 Streetscape Grant Participation Agreement for Clairvoyant Brewing Company LLC reimbursement of public streetscape improvements for a Brewery and Tasting Room retrofit project located at 2800 W Idaho Street, Boise in the 30 th Street Area URD.		6/13/16
Staff Contact: Shellan Rodriguez	Attachments: 1) Vicinity Map 2) Site Plan 3) Rendering	
Action Requested: Designate Clairvoyant Brewing Company LLC as a project eligible to utilize CCDC's Type 1 Participation Program for a Streetscape Grant and direct staff to negotiate a final agreement for future Board review and approval.		

Background:

Clairvoyant Brewing Company LLC is renovating a building into a brewery and tasting room on the corner of Idaho and 28th street in the 30th Street Area (West End). The building was previously used as an auto repair and glass shop. The brewery will be approximately 2,800 SF will have 5-barrel brewing area, 27-seat tasting room, and an outdoor patio. There will also be two offices in the space.

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

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

Project Summary & Timeline:

- Located 2800 W Idaho Street (30th Street Area URD/ West End)
- 3,300 SF for Brewery, Tasting room, and offices

- 3 surface parking spaces
- \$80,000 in Total Development Costs
- February 2016 Approved Design Review (streetscapes and grain silo construction)
- September 2015 Building Permits (interior renovation)
- Fall 2016 Estimated Completion

Fiscal Notes:

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

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

Preliminary estimates indicate the project will generate approximately \$928 annually in tax increment revenue after completion beginning in fiscal 2018, with a total of approximately \$14,848 over the life of the district.

Staff Recommendation:

Provide feedback and direct staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future Board approval.

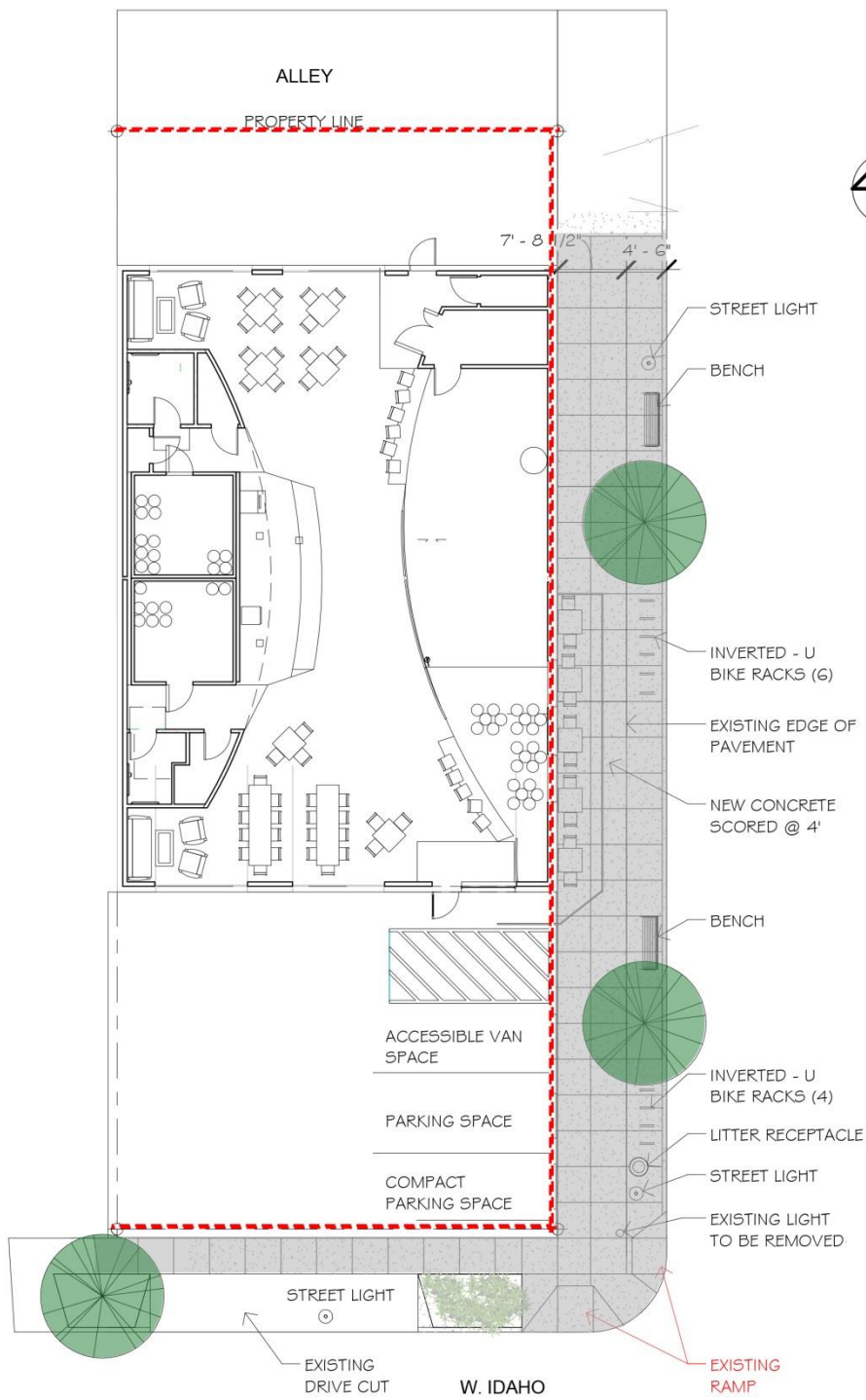
Suggested Motion:

Motion to designate Clairvoyant Brewing Company LLC as a project eligible to utilize CCDC's Type 1 Participation Program for a Streetscape Grant and direct staff to negotiate a final agreement for future Board review and approval.

Attachment 1 – Vicinity Map



Attachment 2 – Site Plan



TROUT
ARCHITECTS
CHARTERED

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



NORTH

12/21/2015

CLAIRVOYANT BREWERY

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

Attachment 3 – Elevation (28th Street)



CLAIRVOYANT BREWERY

Sidewalk along 28th
CCDC Site Improvements

12/21/2015

TROUT
ARCHITECTS
CHARTERED
110 N. 27th STREET
BOISE, ID 83702



AGENDA BILL

Agenda Subject: Ash Street Request for Proposals		Date: 6/13/2016
Staff Contact: Shellan Rodriguez	Attachments: 1) Type 5 Participation Policy 2) 1401 RFQ/P as Example 3) Map of Ash Street parcels and surrounding uses 4) Proposed Lot Line Adjustment 5) Proposed Priorities	
Action Requested: Confirm the process, timeline and priorities for the Ash Street Request for Development Proposals		

Background:

CCDC owns a series of parcels known as the Ash Street properties in the River Myrtle Urban Renewal District. The intent is to hold a competitive Request for Proposal to redevelop the site. CCDC has completed two disposition processes recently, 620 S. 9th Street and 1401 and 1413 W. Idaho. The RFP processes by which those dispositions occurred were substantially the same. Given the site specifics of the Ash Street property and based on feedback received from developers, staff proposes to revise this RFP process to better address the needs of this particular property and neighborhood and to provide more certainty to developers.

CCDC purchased the parcels between 2006 and 2011. The site is about 0.7 acres and is currently vacant land. A portion of it is landscaped and sometimes utilized (and valued) by the neighborhood as open space and a portion of it is unimproved and CCDC has allowed contractors to store and stage from the site. Most of the site was previously developed as multi-family housing.

Additionally, CCDC owns a single family home directly to the south known as the Hayman House named after Erma Hayman, the African- American woman who owned the home. The building, although modest, has historical significance as one of the oldest remaining single family homes in the neighborhood. It was sold to CCDC with the hopes that it would be preserved. As the Board is aware, Preservation Idaho, a non-profit dedicated to preserving Idaho's historic places through collaboration, education and advocacy, has expressed interest in using the building as an office space or as a historic renovation project.

Based on direction received at the March 2016 CCDC Board meeting staff continues to work with the City and Preservation Idaho to acquire, preserve and activate the Hayman House. Additionally, staff has obtained various 3rd party reports needed for a successful disposition process of the Ash Street Properties. A lot line adjustment is being completed for the Hayman House and Ash Street Properties in order to increase development opportunities. (See Attachment).

I. CCDC Property Disposition Process

- a. State Statute (Idaho Code 50-2007): Urban Renewal Agencies disposition of owned property is governed by state statute, which differentiates between dispositions to various types of entities (for profit, non-profit, public). Generally the disposition must complement the Urban Renewal Plan and the property cannot be sold for less than the restricted use appraised value.
- b. CCDCs Policy: Type 5 Participation Program, originally approved in 2013 and updated several times since. See Attachment 1, Type 5 Participation Policy. CCDC policy meets and exceeds the statute's disposition requirements.

II. Recent CCDC RFQ/ P Processes

- a. 2014 - 620 S. 9th Street
 - i. Six responses from local and regional developers (in 2006, two responses were received in unsuccessful disposition).
 - ii. A variety of proposals were received including residential condominiums, apartments, student housing, hotel, and adaptive re-use.
 - iii. Timeline: 21 months from proposal receipt to disposition.
- b. 2015 - 1401 & 1413 W. Idaho (See Attachment 2, complete RFQ/P)
 - i. Two responses from local developers.
 - ii. Similar proposed use – residential apartments.
 - iii. Timeline: 13 months from proposal receipt to disposition.
- c. Goals & Priorities: An open process that included a broad framework letting the market drive the uses. It was non prescriptive request based on site location, zoning and constraints. These past RFP/Qs described 10 priorities that were not weighted or scored and, in some ways competing.

III. Ash Street RFQ/P

- a. CCDCs Goals of Disposition:
 - i. **Prescriptive Use**: Provide a tighter framework to provide additional certainty to the applicants in order to achieve high quality thoughtful proposals that are in step with existing and current plans.
 1. **Workforce housing** (80-140% area median income)
 - a. mix of workforce and market rate
 - b. ownership
 - c. marketing plan showing outreach to first time homebuyers, IHFA, etc.
 2. **Evaluate Priorities** using a scoring/ weighted system (see Attachment 5).
 - a. Catalyst Potential: activates the neighborhood by providing services or amenities that are needed.

- b. Developer Qualifications:
 - i. Ability to attain financing
 - ii. Portfolio
 - iii. Experience with public / private partnerships
- c. Neighborhood Context: relating in scale and orientation to the existing neighborhood assets including complimenting the history and diversity of the neighborhood, public assets such as Pioneer Pathway, multi-modal transportation, Kirstin's park, Hayman House, neighborhood community center. Neighborhood support and outreach is favorable.
- d. Development Schedule: Proposal due date to disposition no more than 12 mos.
- e. Sustainability: require City's Green Building Code to be used. Additional points available for additional third party verification.
- f. Investment: total investment in the URD

3. Threshold Submittal Requirements

- a. Project Summary
- b. Development Team and Org Chart
- c. Development Sources & Uses (CCDC form)
- d. Development timeline (CCDC form)
- e. Sample ERN
- f. Binding commitment to meet Boise City Green Construction Code

ii. Efficiency and Transparency

1. Staff Score: If more than 3 proposals, the top three staff scored proposals should go to the Board for public interviews, as Board desires. Board interviews and approves execution of the ERN.

2. Suggested Timeline

- a. June-Aug. 2016:
 - i. Lot line Adjustment finalized (See Attachment 4, Lot Line Adjustment image)
 - ii. Terms of conveyance to the City negotiated
 - iii. Conveyance occurs after development proposal approved and entitled
- b. Aug. 2016 - RFQ published
- c. Oct./ Nov. 2016: Board approves proposal
- d. Nov. 2016: ERN final with no board action
- e. Feb. 2017 - DDA final
- f. Aug. 2017 – Disposition occurs

Fiscal Notes:

There is approximately \$50,000 in the CIP associated with the RFP. The fiscal impact will be determined as the process moved forward.

Staff Recommendation:

Provide direction on the RFQ/P process, requirements and timing for the Ash Street properties.

Suggested Motion:

N/A

Type 5: Property disposition (CCDC-owned property)

Criteria: Type 5 participation is the disposition of property owned by CCDC for a redevelopment purpose. The property disposition process is governed by state statute and differentiates between disposition to a for-profit (or private use), to a non-profit, and to a public (or governmental) body. This program meets or exceeds the statutory requirements in providing for competitive processes in property disposition (not required for disposition of land to public entities).

Process: CCDC's property disposition process for private/non-profit development use will involve a competitive Request for Proposals and/or Qualifications (RFQ/P) process for properties. Properties may be transferred to another public entity without an RFP and smaller remnant parcels may not warrant an RFP. This process will also require a commercial appraisal, a re-use appraisal, and the proposed project will be in accordance with the applicable urban renewal plan.

The following table outlines the key types of disposition.

Disposition	Process	Condition	Value
For-profit	Competitive	Performance Schedule	≥ Fair value of uses
Non-profit	Competitive	Performance Schedule	≥ Fair value of uses
Public Body	n/a	Performance Schedule	n/a

A variety of customized public-private project possibilities exist in the strategic disposition and development of property under the property disposition process. TRFP's can be locally, regionally or nationally conducted and can address a variety of priorities, objectives, terms and conditions

The disposition of any property for private or nonprofit development will be formalized in a Disposition and Development Agreement (DDA) which will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal type or similar method of the kind and nature suitable to the individual property redevelopment goals will be used to establish pricing. A commercial appraisal will also be done and a price established for initial disposition of the property to begin the project. If any rebate of property value as advised by the re- use appraisal is determined it will only be made after project completion/CO.

Timing: CCDC's property disposition process will stipulate a minimum timeframe for development to occur.

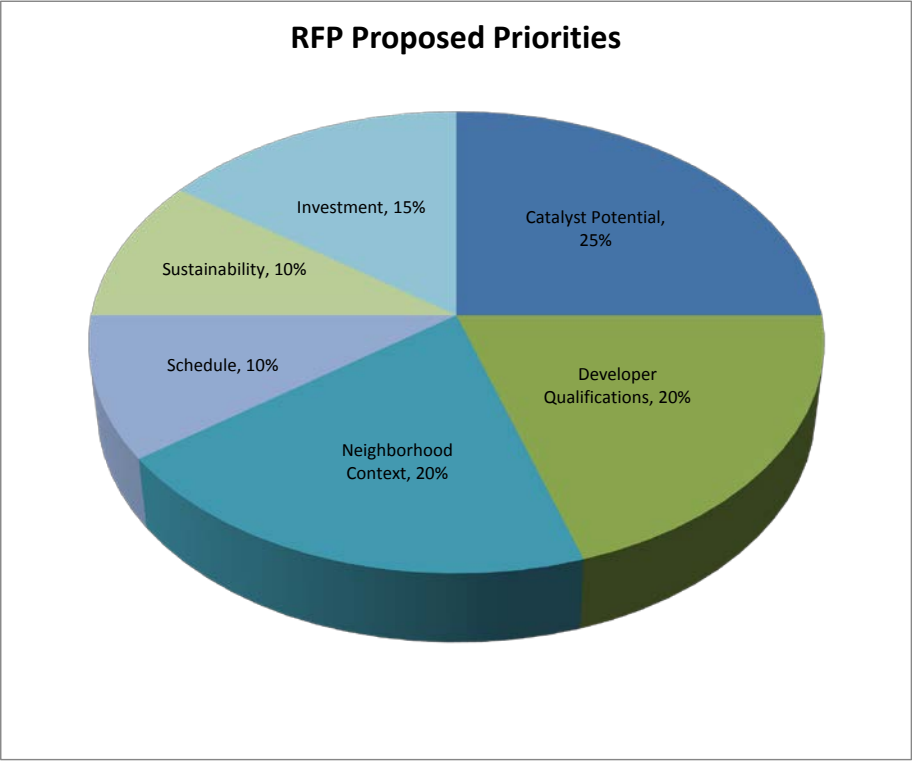
Attachment-3





Ash Street Properties RFP Priorities	
*Assuming it is prescribed use is housing	+/-
Catalyst Potential	25%
Activates the neighborhood by providing a unique project design or programming that includes services or amenities that are needed or desired.	
Developer Qualifications	20%
Proof of developer's ability to attain traditional financing and portfolio showing successful experience developing similar project types.	
Neighborhood Context	20%
Relating in scale and orientation to the existing neighborhood assets including complimenting the history and diversity of the neighborhood, public assets such as Pioneer Pathway, multi-modal transportation, Kirstin's park, Hayman House, neighborhood community center. Proof of neighborhood outreach and support is favorable.	
Schedule	10%
Priority will be given to projects proposed to be completed within a shorter time frame relative to the size of the project.	
Sustainability	10%
Projects which emphasize sustainable design and operations and provide a binding commitment to achieve a 3rd party verification will receive points. Meeting the intent of 3rd party verification programs and not certifying will not meet this point criteria. Meeting the Boise City Green Construction Code/ or equivalent will be a requirement.	
Investment	15%
Projects which invest more in the project and are fully taxable will 1) add value to the property tax rolls, thus strengthening the economic base of the neighborhood 2) create additional resources to advance urban renewal efforts and/or additional projects within the River Myrtle Downtown district.	

TOTAL 100%





AGENDA BILL

Agenda Subject: Transportation Action Plan		Date: June 13, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: TAP Slide Show	
Action Requested: No action is requested. This item is for informational purposes only.		

Fiscal Notes:

There is no immediate fiscal impact as a result of this item.

Background:

In addition to the Parking Strategic Plan, sponsored by CCDC and the City of Boise, the City undertook the creation of a document called the Transportation Action Plan (TAP). Daren Fluke, Comprehensive Planning Manager for the City will provide an overview of the TAP and how its goals and desired outcomes coincide with the Parking Plan to provide a framework for addressing the community's access and mobility future.

TAP Goals

The Transportation Action Plan (TAP) establishes Boise's vision for a modern, well-balanced transportation system – A city where all people enjoy real transportation choices that offer safety, optimize infrastructure, and support vibrant neighborhoods.

That vision is based on a set of values, specifically:

- All people means that all citizens are able to participate in the economic and civic life of the city, including the 1/3 of our citizens who do not drive.
- To be a real choice, a particular mode (walking, biking, driving, or riding transit) must be as available, safe, affordable, and reliable as driving is today.
- Safety means that each mode is allocated space relative to its vulnerability. Creating an “expected space” for each mode makes all modes safer.
- Optimizing infrastructure means shifting our primary focus to moving people rather than vehicles. No city has ever built its way out of automobile congestion and we have limited resources (and space) to expand our existing roadways to accommodate just one mode – even if we thought we could.
- Healthy cities are built on a foundation of healthy, vibrant neighborhoods – they are the elemental building blocks for a prosperous city. Mobility investments should therefore work to energize activity centers and contribute to quality places that retain value and promote economic development. Fundamentally this requires thinking of streets as people places, not just vehicle spaces.

The TAP translates these values into a set of actions referred to as Mobility Moves, six sets of high-level initiatives that advance our mobility values by establishing a framework for prioritizing transportation investment. Each move contains a suite of treatments, either Infrastructure (hardware) or Policy/Programs (software) that can be applied to advance our transportation priorities. The Mobility Moves include:

1. Safety for All
2. Walk and Bike to the Store
3. Low-Stress Bike Network
4. Active Routes to School
5. Park Once
6. Three Best-In-Class Transit Routes

TAP Outcomes

So what might success look like? Our hope is that the Transportation Action Plan (TAP) results in:

- A community that is energized by a collective vision for a modern transportation system and motivated to help implement it.
- Streets and pathways designed and built for current and future generations of citizens.
- A transparent prioritization framework that reflects the City's vision and values for transportation.
- A cultural shift recognizing the automobile as just one mode choice, not the only or even the primary choice, amongst a range of options.

The full TAP document can be found at <http://pds.cityofboise.org/media/413915/boisetap.pdf>.

Staff Recommendation:

Absorb the presentation as background information for future work plan initiatives.

Suggested Motion:

NA

TRANSPORTATION ACTION PLAN

A Plan for a Modern Transportation
System That Puts People First



The TAP Is. . .

- Boise's Vision of a Modern, Well-Balanced, Transportation System
- Set of Principles & Values
- Targeted Actions (Moves)
- Evaluation Matrix
- Communication Tool



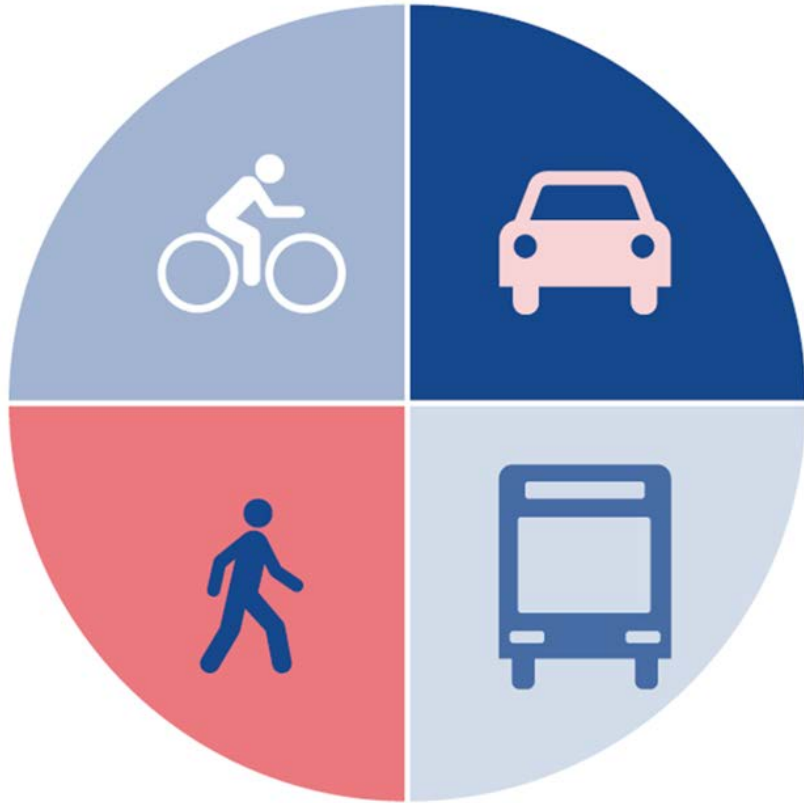
The TAP Is Not. . .

- A Master Plan
- A Capital Improvement Plan
- A Public Involvement Exercise
- A Challenge to ACHD



Why the TAP?

- Shifting Demographics
- Cost of Business as Usual
- Economic Development
- Transportation Choice



Transportation Choice

“Real Choice” =

- Available
- Affordable
- Safe
- Convenient



Foundational Data

1. The Demographic Shift
2. Transportation & Public Health
3. The High Cost of Business as Usual
4. Moving Beyond Level of Service
5. The Evolution of Street Design
6. Interim Street Design
7. Transportation & Placemaking in Low Density Environments

The Vision . . .

We envision a city
where **all people**
enjoy **real transportation**
choices
that offer **safety,**
optimize infrastructure,
and support
vibrant neighborhoods.

The Vision In 4 Place Types

- **Downtown**
- **Mixed-Use Corridors**
- **Compact Residential**
- **Suburban
Neighborhood**

Six Mobility Moves

Safety for All



Walk or Bike to the Store



Park Once



Active School Routes



Low-Stress Bike Network



Three Best-in-class Transit Routes



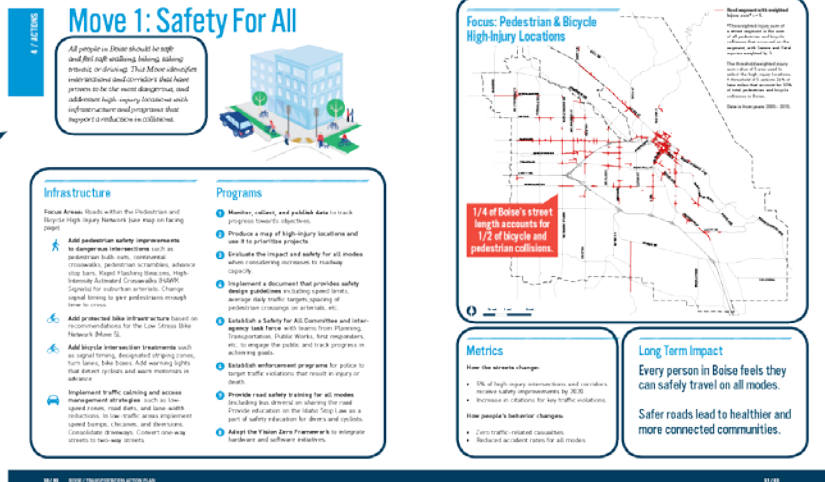
Anatomy of a Move

Focus Map:

Illustrates the locations that should be the focus of the Actions of the Move.

Summary:

Describes main goals of the Move.



Actions:

Breaks down the Move into specific steps.

Metrics:

Quantifiable factors that measure progress towards goals of the Move.

Long Term Impact:

Overall objective of the Move. Describes how the Move achieves mobility principles and values.

Project Prioritization

How Boise Prioritizes Transportation Projects

**Funding is limited.
This is how we
prioritize projects.**

1 Transportation projects come from many sources.

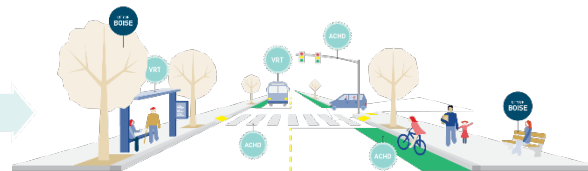
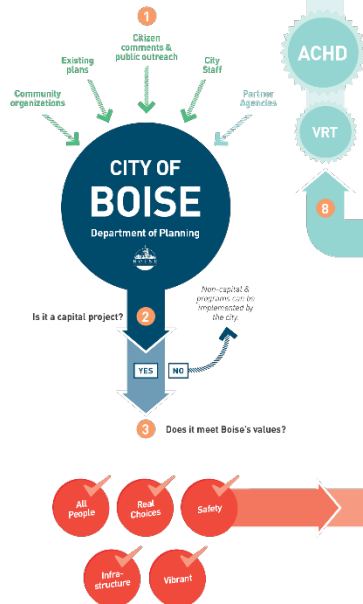
Project ideas can come from citizen input, recommendations by the Planning Department, or as part of realizing Boise's other planning frameworks. The Planning Department collects all potential projects, briefly describes their scope, and holds them to be evaluated twice per year.

2 Is it a capital project?

A pool of potential capital projects is kept by the city. Because Boise's street network is built and maintained by Ada County Highway District, only capital (construction) projects are prioritized for referral to ACHD for implementation. Other programs can be administered directly by the City.

3 Does the project meet Boise's values?

The first stage of prioritization scores potential projects based on how well they meet Boise's mobility values as expressed in the TAP.



8 City recommends its ranking to partner agencies for implementation.

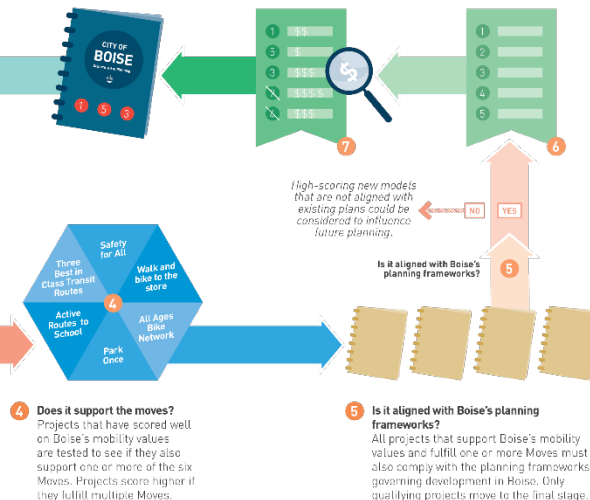
The City provides its project rankings, scopes, and objectives to the implementing agency, usually Ada County Highway District (ACHD) or Valley Regional Transit (VRT).

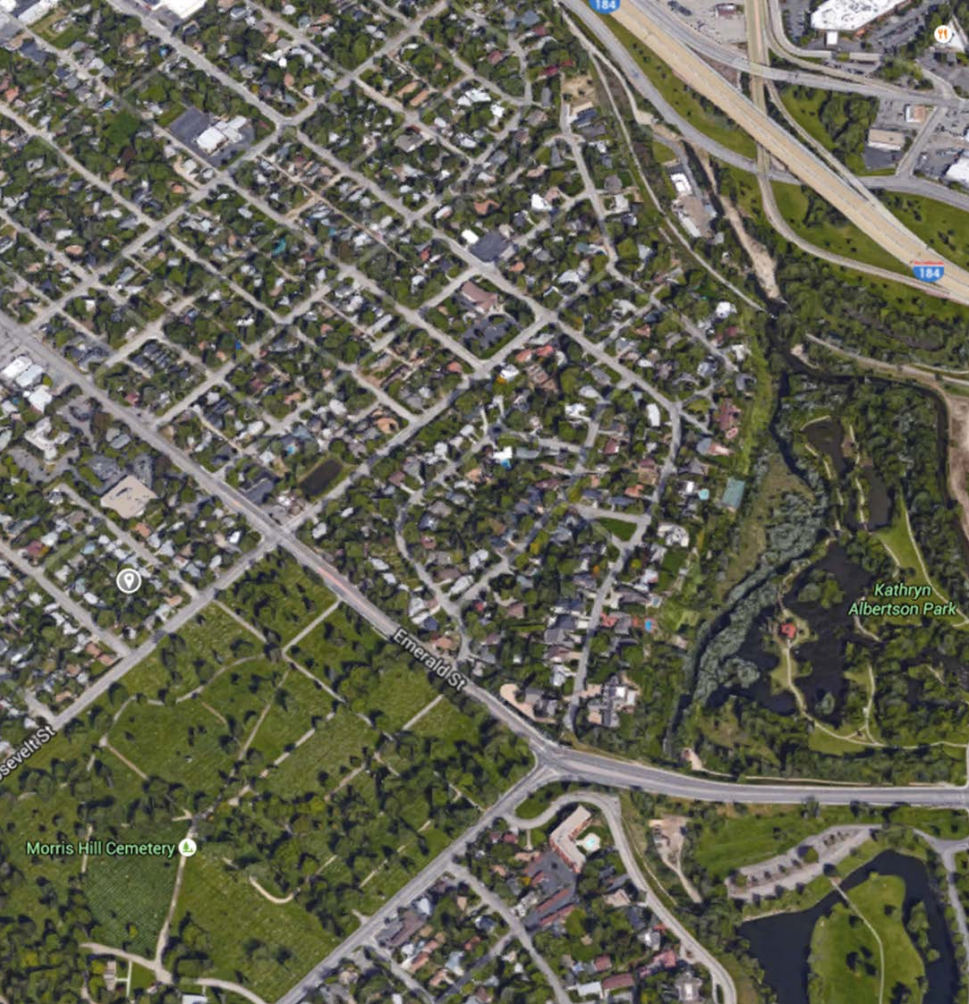
7 Rankings are adjusted by cost.

Projects are then re-ranked based on available budgets in the current funding cycle. Projects may be broken into phases or combined to make them feasible, or delayed until funding is available.

6 Projects are ranked by merit.

An initial list ranks the "best" projects irrespective of cost. This allows the City to consider long range priorities, phasing, and fundraising possibilities.





That's All

Questions?

www.liveboise.org
dfluke@cityofboise.org



AGENDA BILL

Agenda Subject: Parking Strategic Plan Update		Date: June 13, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: Parking Strategic Plan Summary Link to full Parking Strategic Plan and Appendices	
Action Requested: No action requested at this time. This material is informational only.		

Fiscal Notes:

There is no fiscal impact as a result of this presentation. However, work is being undertaken now and there may be several FY17 budget initiatives that are contained within the plan.

Background:

The Parking Strategic Plan and Summary Plan have been available in the community for several months now and have been well received. There are a few “tweaks” to the plan needed before staff will request final approval from the CCDC Board and City Council. Additionally, staffs from CCDC and the City will be meeting soon to adjust the Recommended Action Plan/Timeline, contained in the Summary Plan.

In the meantime, staff wants to inform you of plan accomplishments and what might be on the docket for this autumn and FY17. Most of these items are in the Action Plan/Timeline contained in the Summary Plan.

Accomplishments

1. Draft Plan reviewed by CCDC Board and City Council.
2. New parking brand finalized.
3. Implemented parking space reallocation (400 spaces converted from hourly to monthly).
4. Implemented on-street parking zones, mobile app, etc.

Work In Progress

1. Finalizing Parking Strategic Plan content.
2. Finalizing exterior garage sign design for DR approval.
3. Implementing pedestrian safety recommendations.
4. Updating parking garage design standards.
5. Reviewing off-street best practices.
6. Reviewing peer cities research for potential strategies.
7. Exploring remote parking options.
8. Exploring Travel Options Consortium (TMO).
9. Exploring the creation of more public parking spaces.

Next Steps

1. CCDC Board and City Council approval of Parking Strategic Plan.
2. Install garage exterior signage.
3. Implement low risk TDM measures in garages, streetscapes (carpools, bike facilities).
4. Develop TDM program prioritization framework.
5. Develop mode share baseline metrics for program evaluation.
6. Undertake parking rate analysis when on-street data available (Spring '17).
7. Integrate Parking Strategic Plan with Transportation Action Plan.
8. Develop overall Mobility Management Action Plan.
9. Explore strategies to improve private parking utilization.
10. Attain Accredited Parking Organization program certification.

The above project undertakings are resource dependent and may be deferred as needed.

The full Parking Strategic Plan and Appendices can be found at:

<http://www.ccdcboise.com/parking/2016-downtown-parking-strategic-plan/>.

Staff Recommendation:

Review proposed projects, seek clarification and provide feedback if deemed necessary.

Suggested Motion:

NA

Parking Strategic Plan

Summary (Draft)



Strategic Plan Background and Context

- ◆ Boise is booming again! Development activity is expanding. The economy is growing and diversifying. This is good news.
- ◆ Our top priority is to plan for that success to avoid challenges with traffic/congestion and parking
- ◆ The parking programs in downtown Boise (both on and off-street) are well managed and have a strong base of infrastructure that has been well maintained.
- ◆ Recently made investments in new technology provide enhanced capabilities to offer new customer services and more flexibility in crafting creative programs to meet the new challenges ahead.
- ◆ CCDC's effective strategy of leveraging parking development as a tool to remove development barriers and create a compact, walkable urban environment, while simultaneously stimulating targeted development projects, remains a priority.
- ◆ However, change is coming. 2018 will bring the sunseting of the first of Boise's four urban renewal districts (The Central District). The pending sunseting of these districts and the tax increment funding they provide prompted how the CCDC and the City handle parking management and the development of parking infrastructure as urban renewal and economic development tools.
- ◆ The full version of the Parking Strategic Plan can be found at: ccdcboise.com/parking/2016-downtown-parking-strategic-plan

Strategic Plan Vision

- ◆ Parking downtown will evolve from a stand-alone function to an integral part of an "integrated access management" system.
- ◆ Embrace a wide range of mobility management options to mitigate parking demand overall while enhancing and improving transportation options for all.
- ◆ The City, CCDC and private sector partners adopt a "blended strategy" that merges management of assets and resources to better impact economic development and mobility.

Strategic Plan Priorities

The Parking Strategic Plan recommends the following priority focus areas going forward:

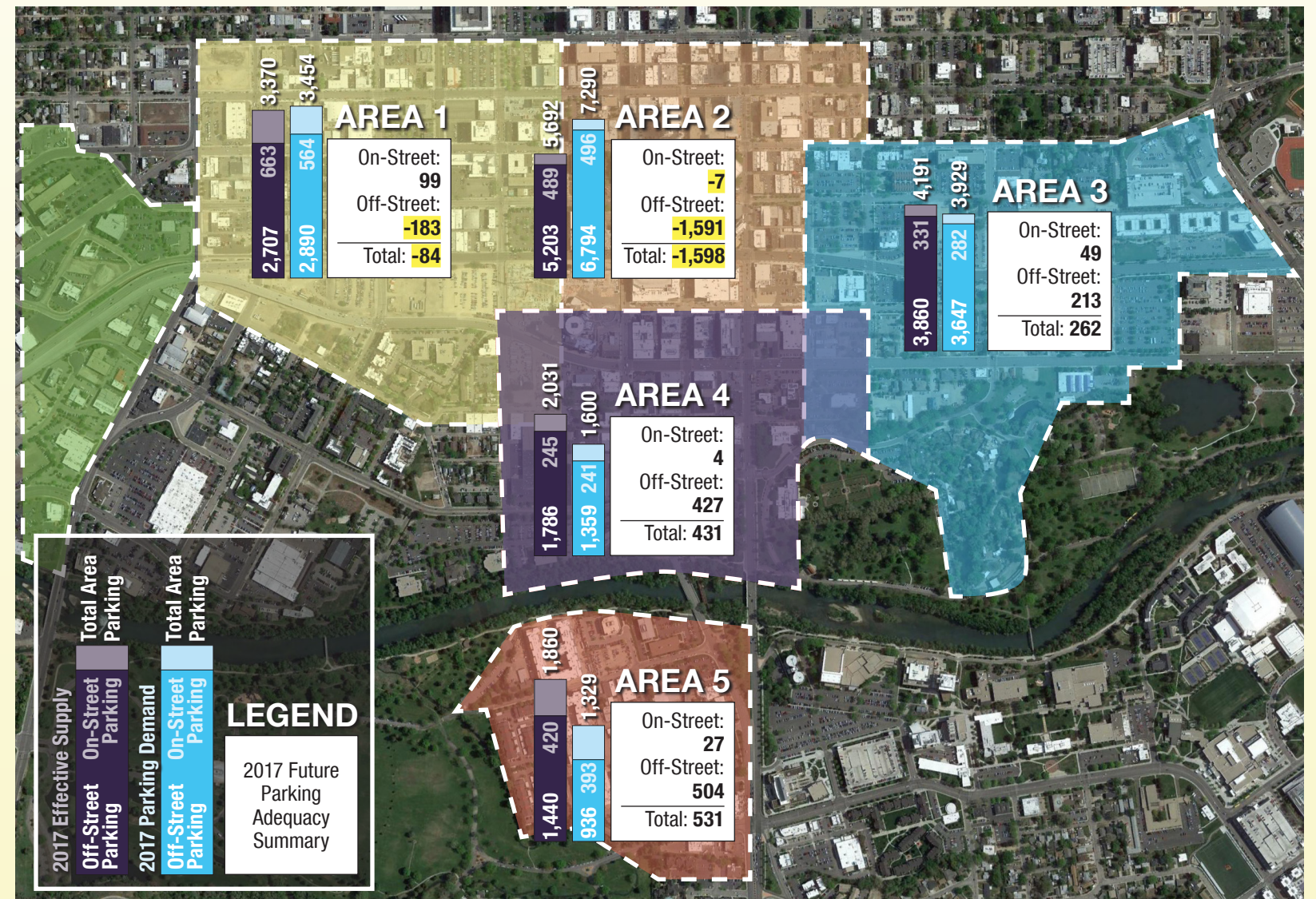
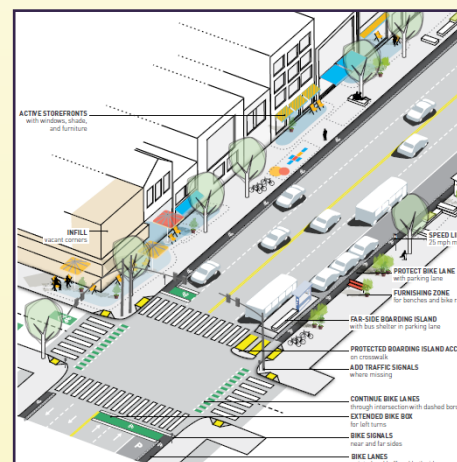
1. Review Program Organization, Management and Technology
2. Maximize Utilization of Existing Parking Resources
3. Increase Utilization of Alternative Forms of Transportation
4. Implement Demand Based Parking Pricing Strategies
5. Review Parking Development and Regulations
6. Create Additional Parking

Integration with the City's Transportation Action Plan

The Parking Strategic Plan and the City of Boise's Transportation Action Plan will align and support one another. Even at this early stage, the two plans are well matched in terms of philosophical approach and initial recommendations.

Parking Supply/ Demand Update

With the significant increase in development activity, a new assessment of parking supply/ demand conditions was undertaken to inform the formulation of this plan. As seen in the map at right, parking surpluses exist in Downtown's outlying areas, while a deficit exists in the central urban core. To address this imbalance in the short term, the City and CCDC are coordinating a demand-based strategy between structured and on-street parking assets, while planning for the creation of new facilities in the future.



The Path Forward

The table below contrasts CCDC’s economic development approach with a more focused mobility management approach and advocates a blending of these two important strategic concepts.

Characteristic	Economic Development Focused	Mobility Focused	Blended Strategy
Garage Locations	Centrally located near main business areas to support policies of no parking requirements in downtown core and urban design goals (walkable mixed-use environment).	Located on periphery to facilitate mode transition, reduce traffic in DT core, promotion of alternative modes and support increase in garage size.	Combination of core and peripheral locations and support for multiple modes. Long-term focus to include development of TOD corridors.
Rate Level	Low, to attract customers to district businesses.	High, to encourage people to use alternate means of transportation.	Performance-based pricing approach – higher rates in high-demand areas, support for TDM programs, support for “Park Once” strategies including DT circulator and other alternative modes.
Use of Parking Revenue Proceeds	Garage operation, maintenance, capital improvements and replacing worn infrastructure. Then for other agency economic development related initiatives like streetscapes, development agreements, etc. Support DBA programs.	Facilitate TDM initiatives in garages; partial funder of circulator between garages.	Needs to support increased revenue streams to support transportation system growth and development. As TIF districts sunset, parking development responsibility shifts more to private sector with a gradual escalation of parking rates over time and an increase in alt modes funding.
Garage Design	Single occupant vehicle focus. Mixed-use facility design.	Multi-modal focused: areas for transfers between modes; bike storage; car & van pool priority parking.	Combination of mixed-use design, maximizing shared use potential, supports condominiumization/public-private investment.
Garage Ownership	Publicly owned for general public use.	Mix of public and private. Some public facilities could be sold to finance future TDM programs and new public/private parking facilities.	A noted increase in the use of public-private partnerships, designed for maximizing shared use.
Financing	Primarily TIF for development. Direct parking revenues for operational needs.	Increase in private sector financing. Leverage parking operational revenues to support investment in alternative modes.	Potential for public asset divestment for reinvestment purposes. Increase in private sector financing, including potential reintroduction of parking requirements, LIDs or other creative financing options.



City of Boise Parking Meter Rate Zones

The new parking meter zones are designed to maximize the use of public parking resources by providing increased short term parking in core locations, longer term parking in garages and surface lots and creating more economical on-street parking in perimeter areas.

Recommended Action Plan/Timeline

The following graphic summarizes the primary strategic plan action items in a high-level timeline to identify logical sequencing of report recommendations and program development initiatives going forward.

2016				2017				2018			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<ul style="list-style-type: none">Review Study DraftCCDC Board ApprovalPresent to City CouncilFinalize StudyFinalize New Parking Brand	<ul style="list-style-type: none">Review On-Street Program Tools (Page 35 and Appendix B1 and B2)Review Off-Street Best Practices (Appendix K1)Implement Off-Street Parking Reallocation (CCDC Agenda Bill 2/8/2016)Implement Pedestrian Safety Recommendations (Page 23)Review Peer Cities Research for Potential Strategies (Pages 19 – 22)	<ul style="list-style-type: none">Finalize New Parking Signage DesignFinalize Parking Garage Design Standards Update (Page 18)Complete Parking Rate AnalysisDevelop “Prioritization Framework” (Page 28)Develop Mode Share Baseline Metrics (Page 30)Develop Remote Parking Options (Page 36)	<ul style="list-style-type: none">Integrate TAP with Parking Plan (Page 26)Create “Travel Options Consortium” (Page 37)Develop Overall Mobility Management. Action Plan (Pages 37 and 38)Plan for Next Parking Garage (Page 41)Identify TDM Program Funding Strategies (Page 41)	<ul style="list-style-type: none">Annual Review of Parking Rate Coordination (Page 39)Complete Detailed Parking Regulatory Policy Review (Page 40)Install New Signage (Page 35)	<ul style="list-style-type: none">IPI Program Accreditation (Page 18)Strategies to Improve Private Parking Utilization (Page 36)Create Car Sharing Policies (Page 28)Create Emergency Preparedness Manual (Page 34)Advance Locally Preferred Transit Alternatives (Page 28)	<ul style="list-style-type: none">Finalize Central District Sunset Plan (Page 40)Finalize Future Garage Financing Strategies (Page 41)Develop Comprehensive TDM Program Scope including defined “First & Last Mile” Strategies (Page 37)	<ul style="list-style-type: none">Introduce New TDM Program (Page 37)Begin Development of Access Management Public Education Campaign (Page 37)	<ul style="list-style-type: none">Annual Review of Parking Rate Coordination (Page 39)Develop Alleyway Enhancement Plan (Page 28)Develop Enhanced Shared Mobility Strategies (Page 29)	<ul style="list-style-type: none">Street Quality Enhancements (Page 28)Enhance Downtown Bike Network and Connectivity (Pages 28 and 30)	<ul style="list-style-type: none">Roll Out Community-Wide Access Management Education/ Research Website (Mobility Lab Model) (Pages 30 and 31)	<ul style="list-style-type: none">Promote “Park Once” Strategies (Pages 28 and 30)Plan and Fund Next Parking Garage (Page 41)
<p>Primary Responsibility: Blue = CCDC Green = Boise City Purple = Shared*</p> <p>Page numbers refer to the Downtown Boise Parking Strategic Plan located at: ccdcboise.com/parking/2016-downtown-parking-strategic-plan/</p>											

*Could also involve VRT, ACHD, BSU, and other partners.



FRIDAY UPDATE

JUNE 10, 2016

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



The May board meeting included CCDC's partnership with Apartments at 5th & Idaho (\$1.2 million); our agreement with JRS Properties (\$800,000); and the final step in authorizing McAlvain Construction to renovate The Grove Plaza as our CM/GC (\$3.95 million). Our project on the Grove Plaza is moving quickly and efficiently, with public outreach efforts and access routes updated diligently. After many months of planning, preparation, public outreach and procurement it is exciting to "put a shovel in the ground."

Transitions - The Board of Commissioners changed in May, with Lauren McLean and David Eberle ending their respective terms. Preparations were completed for the arrival of new members MaryAnne Jordan, Ben Quintana, and Scot Ludwig. The Board now has 9 members. At the agency, it is my pleasure to announce the hiring of Kathy

Wanner as our new Contracts Specialist. Kathy comes to the agency from the City of Meridian where she has served as Procurement Specialist for a number of years and has been involved in all aspects of public procurement work, including RFQs, RFPs, Invitations to Bid, contracts compliance, and records management. She is the current president of the Idaho Public Procurement Association (IPPA). On the hand, I am not exactly thrilled to share this news. Deah Lafollette has accepted a new position with the Midvale School District and will be moving to beautiful Washington County later this summer. Deah has been a key player at CCDC for 11 years, especially in my three years here. She will be greatly missed but did give ample lead time, which is appreciated, and she'll stay at CCDC at least through July. Please join me in congratulating Deah -- and Jason and Reese and Josie as well. CCDC's loss is Midvale's gain. Go Rangers!





Team Outing – In May we had the pleasure of touring JUMP, and received an outstanding tour and presentation from JUMP officials Kathy O’Neil and Maggie Soderberg. It was educational, insightful, inspiring, and....even fun! The agency is very appreciative of the time and attention we received from Kathy and Maggie and look forward to more visits to this amazing place.

Looking Ahead – We are full on into Budget Season, led by Controller Joey Chen, as we prepare to amend FY16 and create FY17 work and financial plan. The 5-Year Capital Improvement Plan will be updated and rolled forward by one year in conjunction with the new annual budget. More details will be provided in the coming month as we work toward August review and approvals.

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

Parcel B Redevelopment

CCDC and Gardner Company have been in discussions regarding building plans for the site. A development plan was submitted to the Design Review Commission in March which was not approved and a work session was scheduled. Subsequent to this the work session was cancelled. A work session was held on 6-8-2016 and the project was approved with conditions. CCDC is bringing the latest development and proposed CCDC participation to the CCDC Board at the June 13th meeting.

Multi-Modal Center

The tree wells have been hung in the lid of Main Street Station. The five tubs hold 180 cubic feet of soil and will each be planted with one tree. The lid will be turned over to McAlvain in August to be paved with new bricks.

PP3: Gardner – Clearwater Building

The final wearing surface on Main Street is being installed by ESI. The streetscape improvements along Main Street are underway. The North Spoke of the Grove Plaza will be turned over to McAlvain Construction on July 1 for construction of the Grove Plaza renovation.

Renovation of The Grove Plaza

Renovation of The Grove Plaza began on May 18. The engraved bricks and gray bricks have been salvaged for reuse. The fountain has been decommissioned and removed. The storm water infiltration bed is being excavated and installation of Silva Cell will begin the week of June 13. Staff is actively meeting with surrounding businesses and working with the public to ensure safe and acceptable detours are in place.

The Grove Plaza Brick Program

The Brick by Brick program remains open for brick purchase. The program marketing campaign is planned to resume in late fall for a holiday sales campaign. All bricks purchased after March 31, 2016 will be installed in spring 2017 when the south spoke is renovated.

TheGrovePlaza.com

Visits to TheGrovePlaza.com have spiked with the renovation getting underway. Staff is posting weekly construction updates, information of detour routes, and featuring key features of the plaza as they are constructed. Social media posts on Facebook and Instagram are being used to promote the website and inform the public about the information on the website.

Broad Street Improvements

CCDC issued an RFP for CMGC services on December 8, 2015. Streetscape package was submitted for DR on 3/8/2016. Project approved at DR hearing on April 13th. ACHD commission approved the design on 5/18. Construction drawings anticipated to be submitted for ACHD permit approval end of June.

Julia Davis Park 5th Street Entrance

CSHQA is finalizing storm water details with ACHD. Tentative schedule by Guho estimates construction to be done in September following geothermal work in August.

Pioneer Corridor Phase 3 Construction

Final closeout documentation in progress.

PP3: JUMP! /Simplot HQ

Agreement signed and complete.

PP4: JPA: Public Works Central Addition Geothermal Expansion

Geothermal plans have been submitted for permit and Guho will be bidding the work in several weeks. Geothermal pipe and fitting bid opening 6/7/16. Procurement of pipe and fittings to be requested at 6/13/16 Board Meeting.

Property Development: 5th & Front (Remnant)

This parcel could be used in the proposed adjacent development concept. Disposition options are being explored and an appraisal has been ordered.

SS: Broad Street (Capitol/2nd)

Project approved at DR hearing on April 13th. ACHD commission approved the design on 5/18. Construction drawings anticipated to be submitted for ACHD permit approval end of June.

SS: S. 8th St (Broad/Myrtle)

The streetscape improvements are complete. Construction finished on schedule and \$175,000 below the reimbursement amount. Feedback from residents and businesses in the neighborhood has been very positive and specifically appreciative of the specimen trees and median landscape improvements.

Brownfield Assessment Grant Application

EPA Region 10 notified CCDC that we did not win a grant. We're working to schedule a debrief with EPA Region 10, including City of Boise and Idaho DEQ, sometime between mid-June and mid-July.

Bike Rack Infill

Bike rack inventory in progress. Working on a strategy to solicit business/user requests for bike racks, also to be complete end of May. In response to requests, installed two bike racks at Mixed Greens on 9th; and two at Boise Rock School on Idaho/14th.

City of Boise Downtown Parks & Public Spaces Master Plan

City staff has completed a draft plan which is under consideration by city leadership. Agency staff is meeting with city staff and consultants to determine the strategic next steps and how CCDC can help implement some of the next steps.

Parking Rate Examination

We will defer a rate study until next spring. As the City has just launched their new demand based zone pricing system, they will need several months of experience/data which will be helpful in rate recommendations.

Update CCDC Streetscape Manual

City Council approved resolution formally adding streetscape standards to downtown design standards and guidelines 4/19/2016. Working with Elam & Burke on how to address obsolete streetscape standard/elements of continuity attachments in CD, RMOB, WD urban renewal plans.

Broad Street – Fiber Optic Expansion

CCDC has coordinated with CoB to scope the work and include it in the CIP. CoB has hired Quadrant Consulting Incorporated to design the project. The project will be incorporated in the streetscape improvement package.

Westend Properties

Staff has received various schematic design ideas from CTY Architects for the strategic parcels along 27th street and staff is working on planning the next steps for the area. Staff has also attended a pre-planning meeting with the City of Boise and a developer interested in redeveloping in the west end. CCDC hopes to participate as per our policy when project details are known.

Wayfinding Project

Sea Reach submitted a revised schedule 4/28/2016. Vehicular sign locations to be finalized early May, all legend plans are being finalized, and project manual to be finalized end of June or July.

Sustainability and Cultural Investment in Participation Program

Revising participation program to better reflect adopted sustainability and cultural investment policies, and well as new standards in green building such as the Boise City green building code and green globes.

13th & River – Riverstone Building – Office/Retail/Dormitory

The Type 1 Participation Agreement was approved by the Board in May 2016. The \$3.7 million mixed use project is slated to be completed in late 2016.

River Street – Idaho Self Storage

The Type 1 Participation Agreement was approved by the Board in May 2016. The \$3.5 million self-storage project is complete and the developer submitted their Notice of Completion and Cost Documentation on May 31, 2016. CCDC has reviewed and will be issuing a streetscape reimbursement grant for \$29,914. Developer informed CCDC that the project is 37% occupied (as of June 1).

5th & Idaho Mixed Use Apartments

The CCDCs participation will be for a Type 4 Participation Agreement for public park and undergrounding utilities as well as a Type 2 for a streetscapes. The Participation Agreements were approved in May 2016 and have been executed by all parties.

617 S. Ash St. (Erma Hayman House)

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

RHM Company DDA – 620 S 9th St – The Afton

The development is moving forward with Phase I of The Afton. Soil Remediation costs are higher than expected. The developer is determining final remediation costs and will be requesting CCDC's reimbursement of some or all of the remediation costs for the Phase II portion of the project, currently owned by CCDC.

Paulsen Building

The Type 1 Participation Agreement was approved by the Board in May. The historic renovation and mixed use project is slated to be completed in the coming months.

Property Development: 503 – 647 S. Ash Street

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

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

Staff continues to meet onsite on a regular basis to track construction progress. Condo declarations have been drafted and a Parking maintenance agreements will be negotiated in coming months. Staff is attending regular onsite meetings to monitor construction of the public parking garage. Additionally staff is requesting a revision to the Fowler Type 3 Agreement, essentially decreasing the Broad Street eligible public costs associated with the project.

The One Nineteen

Board approved a T1 Streetscape Grant for approximately \$150,000 in streetscape improvements for this development in January. Staff expects a request for payment in coming months.

Disposition 1401/1403 W Idaho Street

The land closed on June 1, 2016. The developer is working on utilities, salvaging materials and demo has begun.

Sturiale Place

Construction and renovation is underway at Sturiale Place. The Board approved the a Type 1 Streetscape Grant Agreement in April for \$40,000 (NTE). Developer is scheduled to be complete in Fall 2016 and CCDC will expect a request for payment at that time.

Clairvoyant Brewery

Developer submitted an application for a Type 1 Streetscape Grant amounting to approximately \$65,000. Staff is requesting the project be designated by the Board as a Type 1 project this month.

ACHD and City of Boise Studying Main/Fairview & Local Streets

The master plan for the West End calls for a reduced number of travel lanes on Main and Fairview along with the addition of on street parking and bike lanes. The City and ACHD have been reaching out to property and business owners to solicit feedback on this plan and possible implementation. In addition, ACHD hosted an open house on June 2nd at 5:30PM to obtain more feedback.

Adare Manor Announced in West End

Adare Manor plans to bring an additional 120 units to our downtown. This 2.5 acre project is planned to be a mixed income development and will be at 24th Street and Fairview Avenue..

Whittier Elementary Art Project Becoming a Reality

With initial funding from CCDC and additional resources from the City of Boise, Whittier Elementary students worked collaboratively with Blackrock Forge in 2015 to design this art project. The designs obtained approval from the City of Boise and the Boise School District and are currently being fabricated with anticipation of a mid- July installation. Won't it be fun for the students to see their designs incorporated into an art project at their school!

Parking & Facilities Team: Max Clark & Ben Houpt

Exterior Signage for All Garages

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

Parking Rate Examination

We will defer a rate study until next spring. As the City has just launched their new demand based zone pricing system, they will need several months of experience/data which will be helpful in rate recommendations.

Rebranding Parking System

ParkBOI has been approved as the brand for the on and off street parking systems. Mock ups of various signs for the garages have been created and preliminary sign design will commence soon. A tagline and key messaging as also been approved. The first major rollout of the new brand will occur around the City's new meter rollout June 1st.

COB – Downtown Transportation Plan

Daren Fluke & Max Clark will be presenting a short PowerPoint show on June 13th regarding the connection between the Transportation Action Plan and the Strategic Parking Plan.

Finance Team: Ross Borden, Mary Watson, Joey Chen, Kevin Martin, & Kathy Wanner

Risk-Based Cycling Review, Year 2 of 3: IT Security

This year's Risk-Based Cycling Review has been launched under the direction of Controller Joey Chen. Audit firm Eide Bailly LLC was competitively-selected to conduct the Agency's three year RBCR / 'Agreed Upon Procedures' program. Year 1 of the three year Risk-Based Cycling Review program reviewed the Parking Operator's internal controls, policies and procedures on the heels of the installation of the new automated parking garage access control system. Year 3 will review accounting and contract management policies, internal controls, conformity to best practices and documentation.

This Year 2 review will examine Agency computer system policies and procedures including conformity of security protocols, internal control practices, network and remote access security, communications policy & security including email, public records retention and recovery, and disaster planning and recovery. The final report will be presented to the Executive Committee and Board this summer.

The Engagement Letter has been executed and the auditors will begin their procedures on June 13 with an anticipated completion date of July 31. The report will first be presented to the Executive Committee and then the full Board of Commissioners.

The auditors will review these policies and procedures for Computer System Security:

1. Network, including remote access, security; conformity of security protocols and permitted access to sound internal control practices.
2. Computerized accounting system controls: conformity of security protocols and permitted access to sound internal control practices.
3. Communications policy and security including email.
4. Public records retention and recovery.
5. Disaster planning and recovery.

Budget Development: FY 2016 Amended and FY 2017 Original

Launched at the May 3 Team Meeting, Controller Joey Chen has the process to amend the current year budget and develop next year's budget is well underway. All budget requests have been received. The next major milestone is to present draft FY16 Amended and FY17 Original budgets to the Executive Director later this month. The Executive Committee will review and make further refinements in July. As required, the full Board has two opportunities to consider the budgets in August – first at its Regular August meeting and the planned final adoption at a late August Special Board meeting. The Amended and Original budgets must be adopted by Resolution prior to September 1.

Central District Sunsetting

The Central District Sunset Working Group will meet again on June 27 to continue formulating the Agency's first sunsetting plan for its first urban renewal district. While the formal termination date is December 31, 2017, the Agency will receive property tax increment revenue assessed in

Calendar Year 2017 then distributed in CY 2018. Because of that, Central's practical sunset date is the end of the Agency's Fiscal Year 2018 on September 30, 2018.

The most important issues identified so far are:

- Tax increment revenue investment before September 30, 2018.
- Tax increment revenue to the taxing districts after September 30, 2018.
- Post-termination ownership of Agency-owned Central District assets:
 - Streetscapes
 - 8th Street from Bannock to Main
 - The Grove Plaza including north, south and west spokes
 - Four of the Agency's six parking garages: Capitol Terrace, Eastman, City Centre, Boulevard

Board Chairman Hale also chairs this Working Group. Other members include Executive Director John Brunelle, Jade Riley from Boise city and Agency counsel Ryan Armbruster. Additional Board representation is in flux with the recent Commissioner transition. Agency Development, Parking & Facilities and Finance staff also participate. The Board will receive regular updates as the termination plan comes together.

GBAD Expansion - Centre Building - Conduit Financing

(Reprinted from the May Operations Report for the benefit of the newly-appointed Commissioners.)

It's done. CCDC's conduit financing of the Greater Boise Auditorium District's Phase 1-A expansion into the Centre building portion of the multi-structure City Centre Plaza development closed on Friday, April 29. Thirty days after the Board's March 29 Special meeting the various agreements were executed and the Lease Revenue Bonds, Series 2016, in the principal amount of \$23,085,000 were delivered by nominal issuer CCDC to trustee Zions Bank representing the investors. US Bank underwrote the transaction.

Bond proceeds will be used to fund the purchase of built-to-suit condominium units in the Centre building for use as a new ballroom facility, related kitchen and ancillary facilities along with related soft costs, fixtures and equipment, pay cost of issuance, fund a Capitalized Interest account and fund the Debt Service Reserve Account. 100% of the project will be financed at a fixed interest rate over a 20 year bond term. A public bond sale requires preparation of an Official Statement and obtaining a bond rating. Standard & Poor's Rating Services in February assigned an investment grade "A" "stable" rating on March 2.

The bonds are secured entirely by District room tax revenues. As conduit financier, no Agency revenues are pledged so this debt does not affect the Agency's bonding capacity. Should the District choose to not renew its annual lease at any time during the twenty year term of the bonds – which all parties understand is the District's prerogative – or default on the bonds, the trustee would assume ownership of the financed facilities and seek to secure a new tenant or owner to generate revenue to pay investors. An SEC Continuing Disclosure Undertaking obligates GBAD to provide required information and notice of certain events, should they occur

(e.g. payment delinquencies, adverse tax opinions) annually to the disclosure agent Zions Bank for public disclosure.

The Board adopted Resolution 1435, the Bond Resolution, at its March 29 Special Meeting which approved and authorized, among other agreements, the Lease Agreement (Annual Appropriation) between CCDC (lessor) and GBAD (lessee), the Option to Purchase between CCDC (seller) and GBAD (buyer), the Deed of Trust, Fixture Filing and Assignment of Leases and Rents between CCDC (trustor, grantor) and Zions Bank (trustee, beneficiary), and the assignment to CCDC of the Purchase and Sale Agreement between GBAD (buyer) and KC Gardner Co., LC (developer, seller).

This Phase I-A of the District's three-phase plan to expand and improve its facilities is the only phase in which CCDC will be involved in financing.

- Phase 1-B, estimated at \$6.7 million, consists of condominium units in Level 4 of the adjacent Clearwater building for use as meeting rooms and accessed directly from the Phase 1-A Centre building Level 4 condo units.
- Phase II, estimated at \$6 million, includes an elevated sky bridge spanning the south spoke of the Grove Plaza and connecting concourses constructed on the existing convention center and interposed CenturyLink Arena.
- Phase III, estimated at \$12.5 million, will renovate the existing convention center facility.

The total cost for all phases of the District's expansion is estimated at \$48 million. The District intends to undertake Phases II and III in the future as reserves and cash flow allow.

This was the Agency's first non-refinancing public bond sale (capital markets underwriting transaction) since 2004 when bonds worth \$10.8 million were issued to fund primarily the Myrtle Street parking garage and streetscapes in BoDo.

CONTRACTS ACTIVITY

The Grove Plaza – Task Order with CSHQA to provide amended / updated 100% construction set documents for the Grove Plaza renovation. Also add Strata Inc. as a subconsultant for extensive third-party inspections (materials testing) during the construction phase.

The Grove Plaza – Review and verification of the Payment and Performance Bonds and insurance for McAlvain Construction's work on the Grove Plaza.

The Grove Plaza – License Agreement with Gardner Company for the Clearwater building's 9th floor structural canopy that extends over a portion of the CCDC-owned north spoke of the Grove Plaza (the former but since vacated 8th Street).

The Grove Plaza – Task Order with Carew Co. for design services for Grove Plaza construction phase public outreach.

Broad Street - LIV District – Amendment to the Zimmer Gunsul Frasca Architects LLP (ZGF) agreement adding to the scope and amending the schedule for design services for the Agency's Broad Street capital improvements. Drafted Resolution No. 1449 memorializing the

amendment.

Ash Street properties – Letter of Agreement with Brown & Caldwell for a Phase I Environmental Assessment for the Agency's five Ash Street parcels.

Ash Street properties – Affidavit of Legal Interest for The Land Group to submit the Agency's lot line adjustment application to the city.

Remnant Parcel (Front Street between 5th & 6th Streets) – Task Order Amendment with Mountain States Appraisal and Consulting to incorporate new valuations of the unique property including stand-alone parcel status and using a Net Operating Income approach if developed as surface parking; includes additional comparison tables and land value conclusions.

Participation Agreements – Facilitated final Participation Agreement contracting procedures for the 5th & Idaho Apartments, the Paulson Building, Idaho Self Storage, and the Riverstone building.

Watercooler – Final sales transaction of this Agency-owned property to competitively-selected developer Local Construct; assisted with final Closing Documents.

The Parking Consultants – New On-Call Professional Services Agreement through 2017 and corresponding legal notice in the Idaho Statesman. Allows The Parking Consultants to assist the Agency with ongoing services related to parking studies, parking equipment, and parking operations.

DPPS Parking System – Contract with Synoptek for installation of the new PARIS (Parker Accounts Receivable Information System) billing and accounts receivables system on Agency server.

Trailhead – Agreement with landlord Rim View LLC for heavy maintenance (sewer line repairs). Options explored and negotiated for a comprehensive sewer system repair.

Greater Boise Auditorium District – Coordination to suspend Grove Plaza maintenance and operations while the area is under active construction.

Alive After Five – Downtown Boise Association contract renewal for the summer concert series

Hampton Inn & Suites – Review and process an Estoppel Certificate and a Parking Lease Estoppel Certificate required by the hotel's lender in order for the hotel owner to complete a refinancing of the property.

Westerberg & Associates – Second and final one-year extension of current Professional Services Agreement for legislative advising services.