

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

A G E N D A

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

II. AMENDMENTS TO THE AGENDA.....Chairman Hale

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – August 2016

B. Minutes and Reports

1. Approval of Meeting Minutes from August 8, 2016
2. Approval of Meeting Minutes from August 24, 2016

C. Other

1. Resolution 1461 approving a cost share Agreement with ACHD to rebuild Broad Street and South 5th Street (\$326,000 contribution from ACHD to CCDC for Broad Street – LIV District Public Infrastructure Improvement Project)
2. Resolution 1462 approving a cost share Agreement with the City of Boise for the pedestrian pathway 5th Street entrance to Julia Davis Park (\$60,000 contribution from City to CCDC for Broad Street – LIV District Public Infrastructure Improvement Project)

IV. ACTION ITEMS

- 12:05 A. CONSIDER: Resolution 1464 Broad Street CM/GC Contract Amendment - The Guaranteed Maximum Price (GMP) (10 min)Karl Woods & Mary Watson
- 12:15 B. CONSIDER: Resolution 1465 Awarding Parking Operator Contract (5 min).... Max Clark & Mary Watson
- 12:20 C. CONSIDER: Resolution 1466 Approving revised Parking Waitlist Policy (10 min) Max Clark
- 12:30 D. CONSIDER: Resolution 1463 Awarding Front & Myrtle Alternative Analysis Contract (10 min) Matt Edmond
- 12:40 E. CONSIDER: Approve Front Street Remnant Parcel Disposition Process (10 min)..... Shellan Rodriguez
- 12:50 F. CONSIDER: Approve Ash Street RFQ/P (15 min) Shellan Rodriguez

V. INFORMATION/DISCUSSION ITEMS

- 1:05 A. Parking Strategic Plan (5 min)..... Max Clark
- 1:10 B. Downtown Parks & Public Spaces Plan (10 min) Doug Holloway, City of Boise
- 1:20 C. Operations Report (5 minutes).....John Brunelle

VI. EXECUTIVE SESSION *Deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code 74-206 (1)(c)] Communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code 74-206(1)(f)]*

VII. ADJOURN

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

Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 08/01/2016 through 08/31/2016

Board Officer Review

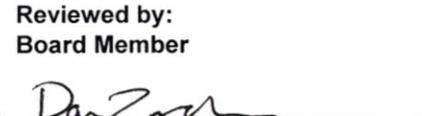
Payee	Description	ACH Date	Amount
Debt Service:			
US Bank	2015 Bond interest	8/31/2016	44,500.00
US Bank	2015 Bond Principal	8/31/2016	500,000.00
US Bank	2010 B Bond interest	8/31/2016	131,006.25
US Bank	2010 B Bond principal	8/31/2016	580,000.00
US Bank	2010 C Bond interest	8/31/2016	39,039.00
US Bank	2010 C Bond principal	8/31/2016	170,000.00
US Bank	2011 B Bond interest	8/31/2016	235,956.25
US Bank	2011 B Bond principal	8/31/2016	910,000.00
US Bank	AHA Payment - Civic Plaza	8/5/2016	85,000.00
US Bank Trust	Parking Access Agreement	8/5/2016	317,000.00
	Total Debt Service		3,012,501.50
 ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	8/10/2016	(9,592.00)
ABM/AMPCO	Parking Operations & Admin Exp - July 16	8/31/2016	117,634.27
	Total Parking		108,042.27
 Payroll:			
EFTPS - IRS	Federal Payroll Taxes	8/3/2016	11,912.26
Idaho State Tax Commission	State Payroll Taxes	8/3/2016	2,154.00
CCDC Employees	Direct Deposits Net Pay	8/3/2016	29,809.76
PERSI	Retirement Payment	8/3/2016	11,528.82
EFTPS - IRS	Federal Payroll Taxes	8/17/2016	11,780.52
Idaho State Tax Commission	State Payroll Taxes	8/17/2016	2,105.00
CCDC Employees	Direct Deposits Net Pay	8/17/2016	29,805.21
PERSI	Retirement Payment	8/17/2016	11,269.24
EFTPS - IRS	Federal Payroll Taxes	8/31/2016	11,477.26
Idaho State Tax Commission	State Payroll Taxes	8/31/2016	2,095.00
CCDC Employees	Direct Deposits Net Pay	8/31/2016	28,276.81
PERSI	Retirement Payment	8/31/2016	11,153.08
	Total Payroll		163,366.96
 Other:			
Idaho Power (autopayment)	July electricity bills - AutoPay	8/17/2016	109.16
Boise City Utility Bills (autopayment)	August Utilities - AutoPay	8/26/2016	450.63
Suez Water	June/July Water Bills - AutoPay	8/8/2016	1,585.99
US Bank Credit Cards	Credit Cards	8/8/2016	3,287.28
Paid Invoice's	Other Paid Invoice's	August 2016	914,423.94
Total Paid Invoices	Total Checks and Electronic payments		919,857.00
Grand Totals			\$ 4,203,767.73

Reviewed by:
Finance Director

 Date: 9/2/2016

Reviewed by:
Executive Director

 Date: 9/2/16

Reviewed by:
Board Member

 Date: 9-6-16

Report Criteria:

Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1139	American Cleaning Service	51943	Hampton Inn - Garge Black	07/28/2016	266.00	62024	08/23/2016
Total 1139:					266.00		
3838	American Fire Protection L	8373	Repairs to Compressor	07/11/2016	1,452.80	62025	08/23/2016
		8412	Repair and Retest Backflo	08/02/2016	279.00	62025	08/23/2016
		8426	Monthly pump inspection &	07/31/2016	195.00	62025	08/23/2016
Total 3838:					1,926.80		
3559	Aurora Technical Consultin	2377	Cloud storage	08/01/2016	320.40	62026	08/23/2016
		2395	PC Support	07/31/2016	1,140.00	62026	08/23/2016
Total 3559:					1,460.40		
1316	Blue Cross of Idaho	1618900045	Health Insurance - August	08/01/2016	18,771.64	62005	08/01/2016
Total 1316:					18,771.64		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	08/01/2016	5.78	10240	08/26/2016
		0548469002	CD 107 S 9th-Trash servic	08/01/2016	444.85	10240	08/26/2016
Total 1385:					450.63		
1424	Boise Office Equip - Servic	IN91733	Copier maintenance	08/01/2016	308.00	62027	08/23/2016
Total 1424:					308.00		
3816	Capitol Landscape Inc.	JULY 2016	R&M - CD	07/31/2016	1,845.00	62028	08/23/2016
Total 3816:					1,845.00		
3898	Carver Thornton Young (C	16-0804	Fulton Street Art Design	07/31/2016	2,970.00	62029	08/23/2016
		16-0807	Hayman House CNA	07/31/2016	660.00	62029	08/23/2016
Total 3898:					3,630.00		
1556	Caselle Inc.	74031	Contract support - August	08/01/2016	787.33	62006	08/01/2016
Total 1556:					787.33		
2474	Clark, Max	PIPTA 2016	Travel Reimbursement & P	08/01/2016	245.00	10236	08/12/2016
Total 2474:					245.00		
1703	CSHQA	28905	Final Design, Construction	07/31/2016	23,675.87	62030	08/23/2016
		CSHQ	5th Street Julia Davis Park	07/31/2016	287.50	62030	08/23/2016
Total 1703:					23,963.37		
1787	Downtown Boise Associati	7997	Relocate Grove Planters	07/01/2016	1,599.06	62031	08/23/2016
		8013	CD Clean Team	07/31/2016	4,387.26	62031	08/23/2016
		8014	8th St Clean Team	07/31/2016	546.00	62031	08/23/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1787:					6,532.32		
3730	Downtown Public Parking	CCDC0617	Validations - Alive After 5	07/17/2016	132.00	62032	08/23/2016
Total 3730:					132.00		
1838	Elam & Burke P.A.	163252	Carley Project (5th & Front)	06/30/2016	996.15	62011	08/03/2016
		163253	Ash Street Properties	06/30/2016	160.00	62011	08/03/2016
		163254	CD Closeout	06/30/2016	505.25	62011	08/03/2016
		163255	GBAD Expansion	06/30/2016	67.50	62011	08/03/2016
		163256	Civic Partners Developmen	06/30/2016	754.00	62011	08/03/2016
		163257	The Fowler	06/30/2016	459.00	62011	08/03/2016
		163258	GBAD Projects	06/30/2016	259.00	62011	08/03/2016
		163259	Parcel B Hotel Project	06/30/2016	4,000.00	62011	08/03/2016
		163260	401- Parking Matters	06/30/2016	285.00	62011	08/03/2016
		163261	2017 RMOB Bond Financin	06/30/2016	865.20	62011	08/03/2016
		163262	101-0 General	06/30/2016	374.25	62011	08/03/2016
		163263	305-1 RM Implement	06/30/2016	80.00	62011	08/03/2016
		163265	Gateway District	06/30/2016	285.00	62011	08/03/2016
Total 1838:					9,090.35		
1898	Fiberpipe	1817-17345	Email, Audio, & Domain	08/01/2016	64.90	62033	08/23/2016
Total 1898:					64.90		
3807	FreedomVoice Systems	2016-080105	Monthly Service	08/01/2016	535.14	62034	08/23/2016
Total 3807:					535.14		
3832	Glancey Rockwell & Associ	15219	CCDC Garage and Lobby	07/31/2016	3,585.30	62035	08/23/2016
Total 3832:					3,585.30		
3916	Grove Plaza Brick Program	45752	1st Generation Brick Engra	07/21/2016	2,321.40	62012	08/03/2016
Total 3916:					2,321.40		
2165	Idaho Power	2200406607J	9th St outlets #220040660	07/31/2016	3.54	10237	08/17/2016
		2200910368J	617 S Ash #2200910368	07/31/2016	11.36	10237	08/17/2016
		2201627995J	9th & State # 2201627995	07/31/2016	3.54	10237	08/17/2016
		2202934903J	8th St lights #2202934903	07/31/2016	37.87	10237	08/17/2016
		2205983212J	Grove Vault #2205983212	07/31/2016	52.85	10237	08/17/2016
Total 2165:					109.16		
3900	Idaho Records Manageme	0115992	Records Storage	08/01/2016	80.04	62036	08/23/2016
Total 3900:					80.04		
2186	Idaho Statesman	JULY2016	Legal Notices	07/31/2016	151.15	62037	08/23/2016
Total 2186:					151.15		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	07/21/2016	10.66	62013	08/03/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2240:					10.66		
3966	Involta	19605	Website Hosting Services	07/31/2016	876.00	62038	08/23/2016
Total 3966:					876.00		
3808	Jed Split Creative	1816	Business Cards - Laura &	08/08/2016	180.17	62039	08/23/2016
Total 3808:					180.17		
2288	Jensen Belts	1603-6	2016 LIV District Public Infr	07/31/2016	22,956.77	62040	08/23/2016
Total 2288:					22,956.77		
3913	Kimley-Horn and Associate	191934010-0	Parcel B Garage Study	07/31/2016	3,255.00	62041	08/23/2016
		191934013-0	Parking Operator RFG/P	07/31/2016	885.00	62041	08/23/2016
Total 3913:					4,140.00		
3439	KPFF Consulting Engineer	25761	Capitol Terrace Waterproof	07/01/2016	95.00	62014	08/03/2016
Total 3439:					95.00		
3819	Level 3 Communications L	45436754	Internet & Data	07/17/2016	669.61	62015	08/03/2016
Total 3819:					669.61		
3881	Mary E. Watson	NIGP AUG16	Per Diem - August 2016	08/08/2016	414.00	10235	08/11/2016
Total 3881:					414.00		
3950	McAlvain Construction Inc.	115013-10	Grove Construction	07/29/2016	744,316.48	62016	08/03/2016
Total 3950:					744,316.48		
3767	neurilink llc	25217	Service Call	07/14/2016	195.00	62017	08/03/2016
Total 3767:					195.00		
2621	Office Depot Inc.	8539072270	Misc office supplies	07/29/2016	29.14	62042	08/23/2016
		8539076610	Misc office supplies	08/01/2016	23.98	62042	08/23/2016
Total 2621:					53.12		
3958	Office Savers	11173-001	Office Supplies	07/01/2016	68.43	62043	08/23/2016
		11590-001	Office Supplies	07/01/2016	27.07	62043	08/23/2016
		11864-001	Office Supplies	07/01/2016	43.68	62043	08/23/2016
		11940-001	Office Supplies	07/01/2016	59.99	62043	08/23/2016
		11951-001	Office Supplies	07/01/2016	122.38	62043	08/23/2016
		12164-001	Office Supplies	07/01/2016	179.95	62043	08/23/2016
		12252-001	Office Supplies	07/01/2016	71.95	62043	08/23/2016
		12339-001	Office Supplies	07/01/2016	155.06	62043	08/23/2016
		12339-002	Office Supplies	07/01/2016	8.29	62043	08/23/2016
		12398-001	Office Supplies	07/01/2016	27.87	62043	08/23/2016
		12585-001	Office Supplies	07/18/2016	94.23	62043	08/23/2016
		12805-001	Office Supplies	08/04/2016	109.28	62043	08/23/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		12864-001	Office Supplies	08/09/2016	117.45	62043	08/23/2016
	Total 3958:				1,085.63		
2774	Pro Care Landscape Mana	9277	617 Ash Street Lawn	07/24/2016	252.00	62018	08/03/2016
		9278	621 & 647 Ash Street	07/24/2016	99.00	62018	08/03/2016
		9279	8th Street Corridor	07/24/2016	389.73	62018	08/03/2016
		9280	9th and Grove Plaza	07/24/2016	2,520.66	62018	08/03/2016
		9281	503 S Ash St	07/24/2016	250.00	62018	08/03/2016
		9282	Plumb St Property	07/24/2016	40.00	62018	08/03/2016
	Total 2774:				3,551.39		
3938	Pusher Construction Inc.	DRAW#6	Pioneer Pathway Phase 3	07/12/2016	29,734.75	62023	08/08/2016
	Total 3938:				29,734.75		
3896	Rim View LLC	AUGUST 20	Monthly Rent and NNN - Tr	08/01/2016	12,085.02	62007	08/01/2016
	Total 3896:				12,085.02		
2888	Roper Investments	JULY 2016	Capitol Terrace Condo billi	07/31/2016	3,143.03	62044	08/23/2016
	Total 2888:				3,143.03		
3542	Security LLC - Plaza 121	AUGUST 20	Office rent - August 2016	08/01/2016	9,884.62	62008	08/01/2016
	Total 3542:				9,884.62		
3029	State Insurance Fund	14024390	Workers Comp	07/26/2016	1,059.00	62019	08/03/2016
	Total 3029:				1,059.00		
3242	Suez Water Idaho	0600033719	Eastman #0600033719285	07/18/2016	115.83	10238	08/08/2016
		0600357562	Grove & 10th #060035756	07/18/2016	200.89	10238	08/08/2016
		0600557272	503 509 Ash/Pioneer Grn 0	07/18/2016	711.57	10238	08/08/2016
		0600634762	617 Ash St water #060063	07/18/2016	245.87	10238	08/08/2016
		0600639143	516 S 9th St irri #06006391	07/18/2016	84.30	10238	08/08/2016
		0600668823	437 S 9th St irri #06006688	07/18/2016	68.32	10238	08/08/2016
		0600855412	400 S 15th St irrigation # 0	07/31/2016	9.36	10239	08/24/2016
		0600855412	400 S 15th St irrigation # 0	07/18/2016	32.73	10238	08/08/2016
		0600911085	280 N 8th Sprinklers #0600	07/18/2016	117.12	10238	08/08/2016
	Total 3242:				1,585.99		
3815	Synoptek LLC	240074	PARIS Install	07/31/2016	125.00	62045	08/23/2016
		240075	DPPS Website Design - Ph	07/31/2016	1,326.25	62045	08/23/2016
	Total 3815:				1,451.25		
3907	Total System Services	99409	HVAC Agreement @ Trailh	08/02/2016	99.56	62046	08/23/2016
	Total 3907:				99.56		
3923	Trailhead	1140	Suez - Statement 90%	07/31/2016	663.85	62047	08/23/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3923:					663.85		
3170	Treasure Valley Coffee Inc.	04608965	Cooler Rental	08/09/2016	75.00	62048	08/23/2016
		2160045897	Coffee & tea	07/25/2016	145.85	62020	08/03/2016
Total 3170:					220.85		
3233	United Heritage	AUGUST 20	Disability insurance - Augu	08/01/2016	651.68	62009	08/01/2016
Total 3233:					651.68		
3479	US Bank - Copier Lease	309175834	Copier Contr #500-037566	08/01/2016	421.88	62010	08/01/2016
Total 3479:					421.88		
3835	US Bank - Credit Cards	07.25.2016	JB LinkedIn Premium Me	07/25/2016	3,287.28	10234	08/08/2016
Total 3835:					3,287.28		
3841	VoiceText Communications	06.30.2016-6	Conference calls	07/01/2016	7.98	62021	08/03/2016
Total 3841:					7.98		
3870	Welsh Studios	19507	Staff photos - Kathy	08/03/2016	300.00	62049	08/23/2016
Total 3870:					300.00		
3374	Western States Equipment	93722	Bldg 8 generator inspection	07/29/2016	252.50	62022	08/03/2016
		93730	Bldg 8 generator inspection	07/29/2016	208.00	62022	08/03/2016
Total 3374:					460.50		
Grand Totals:					919,857.00		

Report Criteria:

Summary report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
August 8, 2016 12:00 p.m.

I. CALL TO ORDER:

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

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

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Max Clark, Parking and Facilities Director; Mary Watson, Contracts Manager; Kathy Wanner, Contracts Specialist, Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Joey Chen, Controller; Sarah Jones, Administrative Assistant, Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes/additions to the agenda.

III. CONSENT AGENDA:

The meeting minutes from July 18, 2016 contain a date error, and are missing the request for a future policy discussion around future proofing. Commissioner Zuckerman moved to approve the consent agenda as modified. Commissioner Pearson seconded the motion.

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

The consent agenda included:

- A. Expenses
 - 1. Approval of Paid Invoice Report – July 2016
- B. Minutes & Reports
 - 1. Approval of Meeting Minutes from July 18, 2016
- C. Other
 - 1. Designation of Board Secretary Pro Tem
 - 2. Approval of Resolution #1456 approving the Recordation of the property boundary adjustment for 647 S. Ash Street, a vacant parcel owned by CCDC. *(Presented to the Board 6/13/2016)*
 - 3. Approval of Resolution #1457 adopting updated Parking Structure Design Guidelines. *(Presented to the Board 7/18/2016)*

IV. ACTION ITEMS

A. CONSIDER: Designation of City Hall Plaza Renovation as a Type 4 Project

Doug Woodruff, CCDC Project Manager, and Rob Bousfield from the City of Boise gave a report. Scott Beecham from the City of Boise answered questions from the Board of Commissioners.

Commissioner Zuckerman moved to designate City Hall Plaza Renovation as a Type 4 Project, and direct staff to negotiate and finalize terms of a Type 4 Capital Improvements Reimbursement Agreement for future Board Approval.

Commissioner Pearson seconded the motion.

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

B. CONSIDER: Proposed FY 2016 Amended Budget

Ross Borden, CCDC Finance Director, gave a report. Joey Chen, CCDC Controller, was available for questions.

Commissioner Zuckerman moved to amend the FY 2016 Amended Budget to new revenue and expense totals of \$46,350,610 and set the time and date of Noon, August 24, 2016, for the statutorily-required public hearing on the Budget Amendment.

Commissioner Pearson seconded the motion.

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

C. CONSIDER: Proposed FY 2017 Original Budget

Ross Borden, CCDC Finance Director, gave a report. Joey Chen, CCDC Controller, was available for questions.

Commissioner Zuckerman moved to approve the Proposed FY 2017 Original Budget, totaling \$56,541,179 and set the time and date of Noon, August 24, 2016, for the statutorily-required public hearing on the Agency's budget for the coming fiscal year.

Commissioner Pearson seconded the motion.

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

D. CONSIDER: Proposed FY 2017-2021 Capital Improvement Plan

Todd Bunderson, CCDC Development Director, gave a report. Sarah Schafer from the City of Boise answered questions from the Board of Commissioners.

Commissioner Zuckerman moved to approve the Proposed FY 2017-2021 Capital Improvement Plan as presented.

Commissioner Pearson seconded the motion.

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

V. INFORMATION/DISCUSSION ITEMS:

A. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

B. Front & Myrtle Alternatives Analysis

Matt Edmond, CCDC Project Manager, gave a report.

C. Alley Placemaking

Matt Edmond, CCDC Project Manager, gave a report.

VI. ADJOURN

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

Commissioner Pearson seconded the motion.

All said Aye.

The meeting was adjourned at 1:47pm.

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

John Hale, Chair

Pat Shalz, Secretary

MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
August 24, 2016 12:00 p.m.

I. CALL TO ORDER:

Chairman Hale convened the meeting with a quorum at 12:05 PM
Present were: Commissioner Scot Ludwig, Commissioner John Hale, Commissioner Dana Zukerman, Commissioner Pat Shalz, Commissioner Ben Quintana, Commissioner Maryanne Jordan, Commissioner Ryan Woodings, Commissioner Stacy Pearson.

Absent were: Commissioner David Bieter

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director; Max Clark, Parking and Facilities Director; Joey Chen, Controller; and Laura Williams, Executive Assistant/Development Specialist. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS

Ryan Armbruster, Agency legal counsel noted a change from the original packet. Resolution 1276 should have been Resolution 1460. The resolution and packets were revised and the issue is resolved.

III. ACTION ITEMS:

A. PUBLIC HEARING: Proposed FY 2016 Amended Budget

Chairman Hale opened the meeting to the public at 12:07 p.m. No public comment was made and no comment in writing was received. Public Hearing was closed at 12:14 p.m.

B. CONSIDER: Resolution 1458 Adopt FY 2016 Amended Budget

Ross Borden, CCDC Finance Director, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1458 to approve the FY 2016 Amended budget and authorize the Executive Director to file copies of the budget as required by law. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

C. PUBLIC HEARING: Proposed FY 2017 Original Budget

Chairman Hale opened the meeting to the public at 12:15 p.m. No public comment was made and no comment in writing was received. Public Hearing was closed at 12:24 p.m.

D. CONSIDER: Resolution 1459 Adopt FY 2017 Original Budget

Ross Borden, CCDC Finance Director, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1459 to approve the FY 2017 Original Budget and authorize the Executive Director to file copies of the budget as required by law. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

E. CONSIDER: Resolution 1460 Adopt FY 2017-2021 Original Capital Improvement Plan

Todd Bunderson, CCDC Development Director, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1460 to adopt the Original CCDC Capital Improvement Plan for FY 2017-2021. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

VI. ADJOURNMENT:

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

All said Aye.

The meeting was adjourned at 12:29 p.m.

- - - -

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

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

Agenda Subject: Resolution #1461 Approval of an Interagency Agreement with the Ada County Highway District for Street Reconstruction in the LIV District		Date: September 12, 2016
Staff Contact: Mary Watson Karl Woods	Attachments: 1. Resolution #1461 2. Interagency Agreement	
Action Requested: Adopt Resolution #1461 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's Broad Street – LIV District Public Infrastructure Improvement Project.		

Background:

The Agency's construction of its Broad Street - LIV District Public Infrastructure Improvement Project includes significant investment in public improvements such as green stormwater infrastructure, new streetscapes, furnishings, street lights, rebuilt roads, geothermal expansion and fiber optic expansion. Since the project streets have an Ada County Highway District (ACHD) "Pavement Condition Index" of 60 or below, a complete reconstruction would be required at the next maintenance cycle. Therefore, completion of the street reconstruction now is the best way to extend the life of the LIV District improvements being made.

Agency and ACHD staff have negotiated an agreement to share the expense involved in complete reconstruction of Broad Street between Capitol Boulevard and 2nd Street and reconstruction of 5th Street south of US Highway 26 (Myrtle Street). The parties are prepared to proceed with the Agency's CM/GC, Guho Corp, handling the reconstruction of the streets.

Fiscal Notes:

CCDC has budgeted \$4,500,000 for the streetscape improvements. The interagency agreement will augment that budget line item by approximately \$326,000 to help Agency dollars go further.

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve execution of the Interagency Agreement with ACHD.

Suggested Motion:

I move adoption of Resolution #1461 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's Broad Street – LIV District Public Infrastructure Improvement Project.

RESOLUTION NO. 1461

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT FOR RECONSTRUCTION OF PORTIONS OF BROAD STREET AND PORTIONS OF 5TH STREET BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT; 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, and 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, as part of its LIV District Public Infrastructure Improvement Project, the Agency plans to reconstruct curbs, gutters, sidewalks, and Green Stormwater Infrastructure (GSI) on Broad Street between Capitol Boulevard and 2nd Street and on 5th Street south of US

Highway 26 (Myrtle Street) which improvements are anticipated to require a full pavement rebuild; and

WHEREAS, because doing so will extend the life of the Agency's investments in the streetscape improvements, the Agency has offered to design and reconstruct Broad Street between Capitol Boulevard and 2nd Street and design and reconstruct 5th Street south of US Highway 26 (Myrtle Street) provided that the Ada County Highway District (ACHD) reimburses certain costs associated with the street reconstruction; and

WHEREAS, the Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's contractor will construct the streetscape improvements and ACHD will reimburse for its share of the cost of the work; 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 same.

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

Section 3: That the 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 September 12, 2016, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on September 12, 2016.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on September 12, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND
CAPITAL CITY DEVELOPMENT CORPORATION FOR
Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Green Stormwater Infrastructure at
Broad Street between Capitol Boulevard and 2nd Street in Boise, Idaho
5th St south of US Highway 26 (Myrtle Street) in Boise, Idaho

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code (“CCDC”).

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts.

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

WHEREAS, CCDC desires to reconstruct curbs, gutters and sidewalks within downtown Boise on **Broad Street between Capitol Boulevard and 2nd Street, and 5th Street south of US Highway 26 (Myrtle Street)** (“CCDC PROJECT”). Reconstruction and improvements of the curb, gutter, sidewalk and Green Stormwater Infrastructure (GSI) may necessitate a full pavement rebuild on **Broad Street and 5th Street**. In addition, CCDC may reconstruct the pavement on certain block segments with concrete and/or asphalt.

WHEREAS, the existing pavement and sub base on **Broad Street between Capitol Boulevard and 2nd Street and 5th Street south of US Highway 26 (Myrtle Street)** currently have a Pavement Condition Index of 60 or below, requiring complete reconstruction the next time it undergoes maintenance.

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft²) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, CCDC has offered to design and reconstruct the entirety of **Broad Street between Capitol Boulevard and 2nd Street and 5th Street south of US Highway 26 (Myrtle Street)** (“ACHD PROJECT”), provided that ACHD reimburses the material costs of granular subbase, aggregate base course, excavation, and asphalt associated with such reconstruction.

WHEREAS, construction specifications for the ACHD PROJECT (“PROJECT SPECIFICATIONS”) are attached hereto as Exhibit “A”.

WHEREAS, material cost of granular subbase, aggregate base course, asphalt, excavation, mobilization, and misc. construction costs associated with the construction of the ACHD PROJECT are attached hereto as Exhibit “B”.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC’s investments in the streetscape.

WHEREAS, CCDC is willing to include the PROJECT SPECIFICATIONS within its CCDC PROJECT bid package and obtain a separate construction cost to include the ACHD PROJECT work within its CCDC PROJECT.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

1. ACHD RESPONSIBILITIES:

- a. Review and approve the separate construction estimate for the ACHD PROJECT prior to bidding as part of the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component).

- b. Review and approve the separate construction estimate for the ACHD PROJECT once the bidding is complete for the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component).
- c. Provide for the inspection of the ACHD PROJECT, including all related road, sidewalk and storm drain components applicable to the CCDC PROJECT.
- d. Provide a lump sum payment to CCDC after bid acceptance and construction change order cost that relate to the ACHD PROJECT in accordance with Section 3. PAYMENT, below, for the construction of the ACHD PROJECT, which will only be excavation, aggregate, asphalt, and misc. construction costs within the existing asphalt section as part of the CCDC PROJECT. ACHD will not be responsible for the added costs above the pavement designs shown in Exhibit "A" if a concrete road treatment is used along with the required granular subbase and aggregate base course. The final lump sum payment will reflect the low bid ACHD approved amount and any change orders that affect the ACHD PROJECT approved by ACHD.

2. CCDC RESPONSIBILITIES:

- a. Provide for design, bidding, and award of the ACHD PROJECT as a component of the CCDC PROJECT. ACHD will review and approve the separate construction estimate for the ACHD PROJECT prior to bidding.
- b. Provide for construction of the ACHD PROJECT in accordance with the PROJECT SPECIFICATIONS.
- c. Call ACHD-identified staff two (2) weeks prior to beginning CCDC PROJECT work, which is estimated to begin on September 15, 2016.
- d. Provide for the inspection of the CCDC PROJECT.

3. PAYMENT:

- a. CCDC shall provide the awarded construction contract, including bid item prices, to ACHD, which will be used to find the lump sum ACHD is to pay based on the material estimates in Exhibit B. ACHD shall pay this lump sum within thirty (30) days of receiving the awarded construction contract or October 31, 2016, whichever is later; provided, however, that if ACHD disputes or disapproves any amount or the awarded construction contract, 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.
- b. CCDC shall provide to ACHD all information provided by CCDC's contractor, including sufficient proof of payment to all contractors, subcontractors, or material supplies that provided services or materials in the construction of the ACHD PROJECT up to the date of the invoice.

- c. CCDC shall provide all construction change order requests and information provided by CCDC's contractor. In the occurrence of a construction change order, ACHD and CCDC shall review the change order and jointly decide the percentage of responsibility of each party. In most cases ACHD would be fully or partially responsible for change orders required for asphalt paving such as the removal and replacement of unsuitable subbase material, or as part of the ACHD PROJECT. ACHD shall pay such change order costs within thirty (30) days after receipt; provided, however, that if ACHD 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.

4. ADDITIONAL PROVISIONS:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval will be required for any change order affecting the ACHD PROJECT.
- d. Prior to commencement of work by the contractor(s), the parties will, together with the contractor(s), inspect the ACHD PROJECT site for the purpose of reviewing the site to locate and note any unstable areas and resolve any items of concern or misunderstanding.
- e. It is anticipated that the term of this Agreement shall be perpetual. Neither party may terminate this Agreement without the prior written consent of the other party.
- f. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement.
- g. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees

and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement.

- h. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- i. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- j. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- k. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- l. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- m. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- n. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- o. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- p. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- q. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- r. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any

provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.

- s. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- t. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- u. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- v. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Bruce Wong Title: Director	Name: Kent Goldthorpe Title: President, Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Title:	Name: John Brunelle Title: Executive Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2016 before me, a notary public in and for said state, personally appeared KENT GOLDTHORPE and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

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

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

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

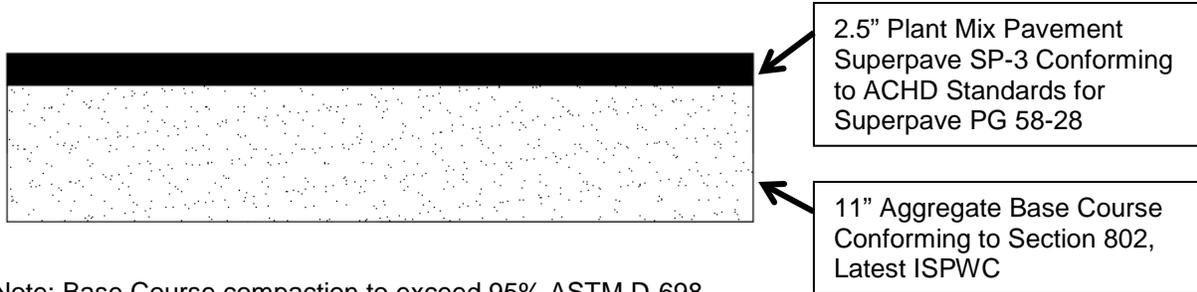
On this ____ day of _____, 2016, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

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

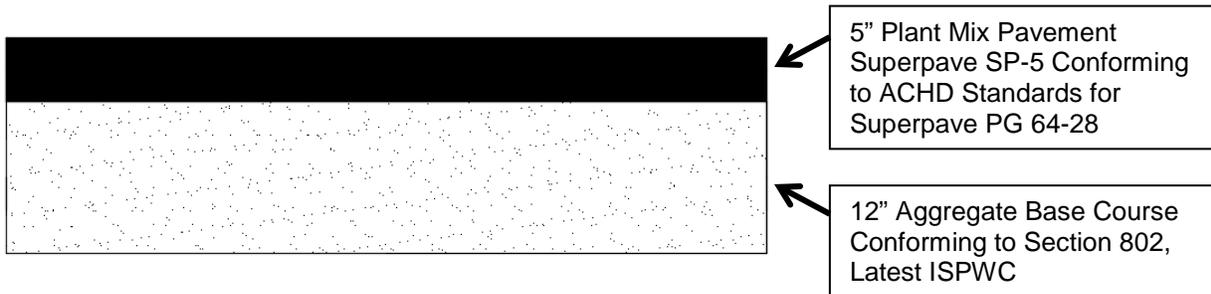
Exhibit "A"

Broad Street between Capitol Boulevard and 2nd Street (except at intersections of 5th Street and 6th Street):



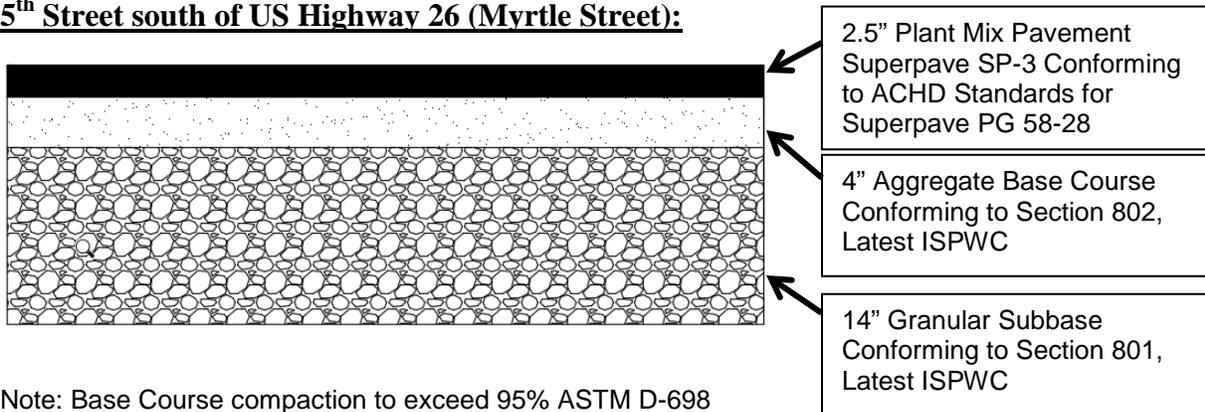
Note: Base Course compaction to exceed 95% ASTM D-698

Intersections of Broad Street with 5th Street and 6th Street:



Note: Base Course compaction to exceed 95% ASTM D-698

5th Street south of US Highway 26 (Myrtle Street):



Note: Base Course compaction to exceed 95% ASTM D-698

Exhibit "B"
ACHD PROJECT COSTS

		Amount	Unit Cost	Total
Excavation	CY	4460	\$ 10.00	\$ 44,600
Superpave Asphalt	TN	1780	\$ 69.00	\$ 122,820
Aggregate Base Course	TN	5790	\$ 16.00	\$ 92,640
Granular Subbase	TN	520	\$ 9.00	\$ 4,680
Subtotal				\$ 264,740
5% Contingency				\$ 13,260
Mobilization				\$ 21,500
Traffic Control & Misc. Construction Costs				\$ 26,500
Total				\$ 326,000



AGENDA BILL

Agenda Subject: Approval of an Interagency Reimbursement Agreement with the City of Boise for Construction of a Pedestrian Path into Julia Davis Park		Date: September 12, 2016
Staff Contact: Mary Watson	Attachments: 1. Resolution #1462 2. Interagency Reimbursement Agreement	
Action Requested: Adopt Resolution #1462 approving and authorizing the execution of an Interagency Reimbursement Agreement with the City of Boise for construction of a pedestrian path into Julia Davis Park, as part of the Agency's LIV District Public Infrastructure Improvement Project.		

Background:

The Agency will soon be constructing streetscape improvements on a portion of 5th Street south of Myrtle Street (US Highway 26), terminating at the boundary of Julia Davis Park (Project 1). The City of Boise also has plans to construct a twelve foot wide pedestrian path linking Julia Davis Drive to the Agency's construction area to optimize non-motorized access into the park (Project 2). Rather than undertaking the two projects separately, the Agency and City felt it most efficient to include the City's project within the scope of work of the Agency's project. Idaho Code § 67-2332 allows public agencies to contract with one another to undertake activities that each, individually, could perform.

The Agency and City negotiated a reimbursement agreement for construction of the pedestrian path from the terminus of 5th Street south of Myrtle Street to Julia Davis Drive. The Boise City Council approved the reimbursement agreement for both the design and construction costs with its Resolution #386-16 on August 23, 2016.

Fiscal Notes:

Upon substantial completion, the City will reimburse the Agency for the construction costs up to a maximum of \$60,000. Since the pedestrian path is outside the Agency's River Myrtle-Old Boise urban renewal district, the Agency is prohibited from spending its own resources on the project. The Agency's contractor, Guho Corp., is aware of this restriction and will handle the billing details accordingly.

Staff Recommendation:

Staff recommends the Board find it in the best interest of the Agency and the public to approve execution of the Interagency Reimbursement Agreement with the City of Boise.

Suggested Motion:

I move adoption of Resolution #1462 approving and authorizing the execution of an Interagency Reimbursement Agreement with the City of Boise.

RESOLUTION NO. 1462

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY FOR CONSTRUCTION OF A PEDESTRIAN PATH FROM THE TERMINUS OF 5TH STREET TO JULIA DAVIS DRIVE; 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, and 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, as part of its LIV District Public Infrastructure Improvement Project, the Agency plans to reconstruct curbs, gutters, sidewalks, and Green Stormwater Infrastructure (GSI) on 5th Street south of US Highway 26 (Myrtle Street); and

WHEREAS, the City desires to construct a twelve foot (12') wide pedestrian path from the terminus of 5th Street to Julia Davis Drive; and

WHEREAS, the Agency and the City have determined that it is most efficient and in the best public interest to coordinate construction work and for the Agency's contractor to construct the pedestrian path while on-site to complete the 5th Street improvements with the City reimbursing the Agency for the expenses involved in that construction; and

WHEREAS, the Agency and the City have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, to memorialize each party's rights and responsibilities with regard to construction of the pedestrian path; 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 same.

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

Section 3: That the 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 September 12, 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 September 12, 2016.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on September 12, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

REIMBURSEMENT AGREEMENT
by and between
THE CAPITAL CITY DEVELOPMENT CORPORATION
and
THE CITY OF BOISE CITY, IDAHO

THIS REIMBURSEMENT AGREEMENT (the “**Agreement**”) is entered into by and between the Urban Renewal Agency of the city of Boise City, also known as the Capital City Development Corporation, an independent public body, corporate and politic, of the state of Idaho (“**CCDC**”), and the city of Boise City, an Idaho municipal corporation (“**Boise City**”). Separately, either Boise City or CCDC may be referred to as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. Boise City owns or controls certain real property addressed as 131 W. Myrtle Street, Boise, Idaho 83702 (the “**City Property**”), as depicted on the attached **Exhibit A**; and
- B. On the City Property, Boise City planned to construct a twelve foot (12’) wide pedestrian path from the terminus of 5th Street to Julia Davis Drive (the “**City Project**”); and
- C. CCDC is planning to construct streetscape improvements on adjacent property located within the 5th Street right-of-way (the “**CCDC Project Area**”), as depicted on the attached **Exhibit B**. The CCDC Project Area includes reconstruction of 5th Street south of Myrtle as an urban concrete streetscape with 12’ wide concrete sidewalks, 4’ wide furnishing zones with street lights and street trees, a 52’ vehicular turnaround, and landscaped buffer areas (the “**CCDC Project**”); and
- D. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and
- E. The Parties determined that it is in the public interest to coordinate construction work and for CCDC’s contractor to construct the City Project while it is on-site to complete the CCDC Project; and
- F. The Parties desire to enter into this Agreement for the purpose of securing reimbursement from the City to CCDC for the City Project, and memorializing each Party’s rights and responsibilities with regard thereto.

AGREEMENTS

NOW, THEREFORE, in consideration of the above Recitals, which are not mere recitals but are incorporated into the Agreement by this reference, in consideration of the mutual promises and obligations contained in this Agreement, and also for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties now agree as follows:

1. **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date on which this Agreement was signed by the last of the Parties to execute it.
2. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until the earlier occurrence of: performance and completion, by each of the two (2) Parties, of all obligations; or twelve (12) months from the Effective Date.
3. **Extension.** Either Party may request one (1) one-year extension of this Agreement, which extension request shall be in writing and delivered to the non-requesting Party as provided herein. The non-requesting Party shall not unreasonably delay, condition, or deny approval of the other Party’s extension request.
4. **Construction of the City Project.**
 - a. CCDC shall provide for design, bidding, and construction of the City Project as a component of the CCDC Project, subject to reimbursement from the City.
 - b. Prior to commencement of work by the contractor(s), the Parties will, together with the contractor(s), inspect the City Project site to locate and note any unstable areas and to resolve any items of concern or misunderstanding.
 - c. The City Project shall be constructed as depicted on the attached **Exhibit C**, the “**Construction Plans**,” with cost detail included on the attached **Exhibit D**.
 - d. CCDC shall obtain Boise City’s approval for any change order affecting the City Project.
5. **Notification of Completion; Inspection; Maintenance.**
 - a. Upon substantial completion of construction of the City Project, CCDC shall notify Boise City in writing to request a final construction inspection and meeting to determine if the City Project meets the requirements of this Agreement.

- b. Boise City shall have the right to inspect the City Project to ensure compliance with this Agreement.
- c. Boise City may provide CCDC with a “punch list” of items remaining to be completed or remedied prior to Boise City’s acceptance of the City Project. Upon completion, including the remedy of all punch list items, if Boise City determines that the City Project has been completed in compliance with this Agreement, Boise City shall provide CCDC with written confirmation to that effect.
- d. Upon substantial completion, CCDC shall have no obligation under this Agreement to maintain the City Project.

6. **Warranties.**

- a. CCDC warrants that the materials and workmanship employed in the construction of the City Project are of good quality and conform to generally accepted standards within the construction industry.
- b. Except as otherwise expressly provided herein, CCDC’s contractor’s warranties of materials and workmanship shall extend for a period of two (2) years after substantial completion of the City Project.
- c. At substantial completion, CCDC shall transfer and assign all third-party warranties and guarantees associated with the workmanship and materials employed in the construction of the City Project to Boise City.

7. **Boise City’s Reimbursement Obligation.**

- a. The detailed amounts included on **Exhibit D** constitute the good faith estimate for the costs of completing the City Project, as of the Effective Date of this Agreement. At final completion of the City Project, actual total costs, as well as each cost line item shown on **Exhibit D**, could be more or less than that shown on **Exhibit D**.
- b. Regardless of the actual total cost of the City Project billed by CCDC’s contractor to CCDC, Boise City’s reimbursement obligation to CCDC shall not exceed sixty thousand dollars (\$60,000.00) (the “**Not to Exceed Amount**”).

- c. Any improvements or projects that are constructed or installed beyond those specifically depicted on Exhibit C shall not be eligible for reimbursement pursuant to this Agreement.

8. Payment.

- a. At Substantial Completion or thereafter, CCDC shall direct an invoice to Boise City c/o Toby Norton for the costs associated with the City Project.
- b. The invoice from CCDC shall provide all information provided by CCDC's contractor, including sufficient proof of payment to all contractors, subcontractors, or material suppliers that provided services or materials in the construction of the City Project.
- c. Boise City shall pay such invoice within thirty (30) days after receipt; provided, however, that if Boise City 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.

9. Default.

- a. Except as otherwise expressly provided herein, neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money (the "**Cure Period**"), from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of the Cure Period, has cured the default(s) specified in the notice of default.
- b. In the event of a default, following the Cure Period, the non-defaulting Party may do the following:
 - i. Terminate this Agreement, with written notice to the defaulting Party, and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
 - ii. Seek specific performance of all terms of this Agreement that can be specifically performed and, in addition, recover all damages incurred by the non-defaulting Party. The Parties expressly declare it to be their mutual

intent that all elements of this Agreement requiring certain actions be taken may be specifically enforced, in the discretion of the non-defaulting Party.

- iii. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from amounts otherwise due the defaulting Party, or recover those amounts from the defaulting Party.
- iv. 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 and make whole the non-defaulting Party.

10. Insurance.

- a. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage of at least the amount specified in the Idaho Tort Claims Act set forth in Idaho Code Title 6, Chapter 9, which is currently \$500,000.00. Upon written request of either Party, a Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.
- b. CCDC agrees that it will require its contractor to designate CCDC and Boise City as additional named insureds.

11. Mutual Indemnification.

- a. Boise City shall protect, indemnify, save, hold harmless, and defend 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 Boise City, its officers, employees, volunteers, servants, agents, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its officers, employees, volunteers, servants, agents, guests, and business invitees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of Boise City's sovereign immunity or any other protection afforded to Boise City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, indemnify, save, hold harmless, and defend Boise 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 officers, employees, volunteers, servants, agents, guests, and business invitees, and not caused by or arising out of the conduct of Boise City or its officers, employees, volunteers, servants, agents, guests, and business invitees. 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 of the Idaho Tort Claims Act.

- c. These indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement, and expressly shall survive any such default, termination, cancelation, or expiration.
12. **Liability After Acceptance.** Upon Boise City's acceptance of the City Project, Boise City shall assume all liability associated with the site of the City Project.
13. **No Joint Venture or Partnership.** Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as forming a joint venture or partnership between CCDC and Boise City.
14. **No Unauthorized Assignment.** This Agreement, nor any right or responsibility contained herein, shall not be assigned without prior written approval of the non-assigning Party, which approval may be granted or denied in the sole discretion of the non-assigning Party.
15. **Anti-discrimination.** CCDC, for itself and its successors and assigns, agrees that in the construction of the City Project, CCDC will not discriminate against any person on the basis of age, race or ancestry or color or national origin, disability or handicap, creed or religion, sex or sexual orientation or gender identity or gender expression, or marital status.
16. **Project Promotion; Advertising.** Either Party may promote the City Project and its involvement in the City Project, including the placement of reasonable signage at or near the City Project notifying the public of the Party's involvement with the City Project.
17. **Entire Agreement; Modification.** This Agreement embodies the final, entire agreement of the Parties relating to its specific subject matter. To be valid and effective, all subsequent modifications to, or amendments of, this Agreement must be evidenced in writing and signed by a duly authorized representative of each Party, or the respective Parties' successor or assign. Any and all verbal, oral, or unsigned attempted modifications to this Agreement shall not be binding on either Party.

18. **Binding Effect.** All provisions of this Agreement shall be binding upon each of the Parties and their respective successors and assigns.
19. **Construction and Interpretation.** Each of the Parties to this Agreement has been represented by legal counsel, or has had the opportunity to consult legal counsel, in the course of negotiating, preparing, approving, and executing this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.
20. **Section Headings.** The headings included in each of the several sections of this Agreement are for reference purposes and for the ease of the reader, and shall not affect the meaning or interpretation of this Agreement.
21. **Severability.** If any term or provision of this Agreement or its application to any person or circumstance is, to any extent, held to be invalid or not enforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or not enforceable, shall not be affected thereby, and shall be valid and enforceable to the extent permitted by law.
22. **Waiver.**
- a. No waiver of any provision of this Agreement by either Party, and no consent to any departure from the terms, conditions, rights, and responsibilities of this Agreement given by either Party, shall be effective unless the waiver or consent is in writing and signed by a duly authorized representative of the Party granting the waiver or consent, or by the granting Party's successor or assign. Any waiver or consent so given is effective only as to the specific instance and for the specific limited purpose provided therein.
 - b. No failure of either Party to exercise any power or authority under this Agreement, or to insist upon strict compliance by the other Party with regard to any obligation or duty hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand strict compliance with any term, or all terms, of this Agreement.
23. **Notice.** Any notice or demand required by or made pursuant to this Agreement, including notice of a change in address, shall be in writing, sent to the appropriate Party's address

(below), or to such other address as a Party shall have last designated, in writing, to the other Party, as provided herein.

CCDC:

Karl Woods, Project Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83701
kwoods@ccdcboise.com

Boise City:

Toby Norton
1104 Royal Boulevard
Boise, Idaho 83706
tnorton@cityofboise.org

with a copy to:

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

with a copy to:

Boise City Attorney's Office
ATTN: Joshua Leonard
P.O. Box 500
Boise, Idaho 83701-0500
jleonard@cityofboise.org

24. **Recordation.** This Agreement shall not be recorded.
25. **No Benefit to Third Parties.** This Agreement is not intended to, and it does not, confer any benefit upon any person or entity that is not a party to this Agreement. This Agreement shall not be interpreted or construed to create third party beneficiary rights for or on behalf of any person who is not a party hereto.
26. **Jurisdiction; Venue.** This Agreement shall be construed and enforced in accordance with the constitution and statutes of the state of Idaho. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.
27. **Attorneys' Fees.** If either Party commences legal action to enforce the terms of this Agreement, each Party shall pay its own attorney's fees. This provision shall be construed and interpreted as applicable to this entire Agreement, and shall survive the termination and expiration of the Agreement.
28. **Exhibits.** All exhibits identified in this Agreement and attached hereto are hereby incorporated herein by this reference, and made a part hereof, as though set forth in whole.
29. **Approval by City.** This Agreement shall be of no effect unless and until its approval, by duly adopted resolution, by the Council of the city of Boise City, Idaho.
30. **Counterparts.** Signatures may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same.

31. **Authority.** Each Party, for itself, represents and warrants to the other that its representative signing this Agreement has the authority to execute the Agreement and bind such Party, and that its execution of this Agreement does not violate any other agreement to which such Party is bound.

[END OF TEXT – SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement, the date last written below.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Dated: _____

Approved as to form:



Mary Watson, CCDC Contracts Manager | Attorney at Law

Dated: Sept. 1, 2016

FOR BOISE CITY:

By:  _____
David H. Bieler, Mayor

Dated: 8/23/16

Approved as to form:



Joshua Leonard, Assistant City Attorney

Dated: August 23, 2016

ATTEST:

 _____
Lynda Lowry, Ex-Officio City Clerk



EXHIBIT A

Depiction of the Boise City Property

**Exhibit A
City Property**



Julia Davis Park

S 5th St

W Myrtle St

S 5th St

S 4th St



EXHIBIT B

Depiction of the CCDC Project Area

Exhibit B
CCDC Project Area



S 5th St

W Myrtle St

S 5th St

S 4th St

Julia Davis Park



EXHIBIT C

Approved Construction Plans
for the City Project

REGULATORY AGENCIES

PLANNING & ZONING
BOISE CITY PLANNING & ZONING
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
PHONE: (208) 384-3830

POWER
IDAHO POWER COMPANY
10790 WEST FRANKLIN ROAD
BOISE, ID. 83709
PHONE: (208) 388-2200

BUILDING DEPARTMENT
BOISE CITY BUILDING DEPARTMENT
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
PHONE: (208) 384-3801

WATER
UNITED WATER IDAHO
8248 VICTORY ROAD
BOISE, ID. 83709
PHONE: (208) 362-7330

PUBLIC WORKS
BOISE CITY PUBLIC WORKS
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
PHONE: (208) 384-3900

FIRE DEPARTMENT
BOISE CITY FIRE DEPARTMENT
150 NORTH CAPITOL BLVD.
BOISE, ID. 83702
PHONE: (208) 384-3827

**Exhibit C
Approved Construction Plans**

JULIA DAVIS 5TH STREET ENTRANCE

131 W. MYRTLE ST.

BOISE, IDAHO

GENERAL NOTES

- THE DRAWINGS INDICATE LOCATION, DIMENSIONS, REFERENCE, AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT INDICATE EVERY CONDITION - WORK NOT PARTICULARLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED.
- DO NOT SCALE DRAWINGS
- FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS. WHERE DISCREPANCIES OCCUR, THEY SHALL BE REPORTED TO ARCHITECT FOR RESOLUTION.
- DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
- ALL NEW CONSTRUCTION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND ANSI.
- ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- THE CONTRACTOR(S) SHALL KEEP ALL AREAS OF CONSTRUCTION CLEAN AND FREE OF DEBRIS. AFTER CONSTRUCTION IS COMPLETE, THE GENERAL CONTRACTOR SHALL PROVIDE FINAL CLEAN UP.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR ACCURACY PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- UNLESS OTHERWISE INDICATED ALL DRAWING, NOTES WHICH DO NOT READ "N.I.C.", "EXISTING", OR "EXISTING TO REMAIN", OR "BY OTHERS" SHALL INDICATE NEW WORK WHICH SHALL BE CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.
- THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION.

**CODE DATA
APPLICABLE BUILDING CODE: 2012 INTERNATIONAL BUILDING CODE (IBC)
AS ADOPTED BY THE CITY OF BOISE**

MATERIALS & SYMBOLS

- ☀ LIGHT POLE
- ☐ TREE GRATE
- ◉ AMERICAN SWEETGUM
- CITY PROPERTY BOUNDARY
- RECORD BOUNDARY
- CENTER LINE
- GEOTHERMAL EASEMENT (DESCRIPTION ONLY)
- VACATED RIGHT-OF-WAY
- RIGHT-OF-WAY
- EXISTING FENCE LINE
- W — W — EXISTING WATER LINE
- W — W — RECORD WATER LINE (NOT LOCATED)
- GEO — GEO — EXISTING GEO-THERMO
- OP — OP — EXISTING OVERHEAD POWER LINE
- UP — UP — EXISTING UNDERGROUND POWER LINE
- SD — SD — EXISTING STORM DRAIN LINE
- S — S — EXISTING SEWER LINE
- MONUMENT TO BE SET SURVEY
- POE CONTROL POINT (AS NOTED)
- POE POINT OF ENTRY UNDERGROUND UTILITIES
- ⊞ TRANSFORMER
- ⊞ ELECTRICAL METER
- ⊞ MAIL BOX
- ⊞ WATER VALVE
- ⊞ FIRE HYDRANT
- ⊞ WATER METER
- ⊞ SANITARY SEWER MANHOLE
- ⊞ SANITARY SEWER CLEANOUT
- ⊞ SD STORM DRAIN MANHOLE
- ⊞ CB CATCH BASIN
- ~ PIPE/LINE TERMINUS UNKNOWN

DRAWING INDEX

GENERAL	
G0.1	TITLE SHEET
CIVIL	
C0.0	GENERAL INFORMATION SHEET
C1.0	DEMOLITION PLAN
C2.0	EROSION AND SEDIMENT CONTROL PLAN
C3.0	5th STREET PLAN AND PROFILE
C3.1	PARK GRADING PLAN
C4.0	SILVA CELLS
SURVEY OF "JULIA DAVIS 5TH STREET ENTRANCE" BY FOX LAND SURVEY, INC. (FOR REFERENCE ONLY)	
LANDSCAPE	
L1.0	LANDSCAPE PLAN
L2.0	IRRIGATION PLAN
L4.0	DETAIL SHEET
L4.1	DETAIL SHEET
ELECTRICAL	
E1.0	SITE ELECTRICAL PLAN

**VICINITY MAP
NOT TO SCALE**



PROJECT INFORMATION

PARCEL #: S1010314820
ZONE: A-1C
DESIGN REVIEW #: DRH15-00500

THE 5TH STREET ENTRANCE INTO JULIA DAVIS WILL INCLUDE: LIGHTS, TREES, TREE GRATES, PATH INTO THE PARK, AND SITE FURNITURE. TO AID IN THE GROWTH AND LONG-TERM HEALTH OF THE TREES, WE ARE PROVIDING A SUSPENDED PAVEMENT SYSTEM FOR THE TREES ALONG THE STREET.



KYLE D. HEMLY, LANDSCAPE ARCHITECT
200 BROAD STREET
BOISE, IDAHO
PHONE: 208-343-4635 FAX: 208-343-1888
THESE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF CSHQA. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. THE ARCHITECT ENGINEER WHOSE FIRM HAS PREPARED THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS, FOR ANY OTHER SITE OR PROJECT, WITHOUT THE WRITTEN CONSENT OF CSHQA OR ITS AFFILIATES. COMP/PRO/2015

**JULIA DAVIS 5TH STREET ENTRANCE
BOISE, IDAHO**
200 BROAD STREET
BOISE, ID 83702
(208) 343-4635 • FAX (208) 343-1888
CSHQA
www.cshqa.com

PROJECT 15221	DATE 04-19-16
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
COVER SHEET

SHEET
G0.1
ORIGINAL SHEET SIZE
24" x 36"

DRAWING INDEX

C0.0	GENERAL INFORMATION SHEET
C1.0	DEMOLITION PLAN
C2.0	EROSION AND SEDIMENT CONTROL PLAN
C3.0	5TH STREET PLAN AND PROFILE
C3.1	PARK GRADING PLAN
C4.0	SILVA CELLS
TOPOGRAPHIC SURVEY BY FOX LAND SURVEYS, INC. (FOR REFERENCE ONLY)	

ACHD NOTE

THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: NONE.

GENERAL NOTES

- A. FOR SPECIFICATIONS CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC) AND THE ACHD SUPPLEMENT TO THE ISPC.
- B. THE DRAWINGS INDICATE LOCATION, DIMENSIONS, REFERENCE, AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT INDICATE EVERY CONDITION - WORK NOT PARTICULARLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED.
- C. ALL LOT DIMENSION, EASEMENTS AND CERTAIN OFF-SITE EASEMENTS ARE TO BE TAKEN FROM THE PLAT.
- D. DO NOT SCALE DRAWINGS.
- E. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS. WHERE DISCREPANCIES OCCUR, THEY SHALL BE REPORTED TO THE ENGINEER FOR RESOLUTION.
- F. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS (IE 1"=10' TAKES PRECEDENCE OVER 1"=100').
- G. THE CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING AND GRUBBING WHICH CONSISTS OF CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, RUBBISH, AND SUCH MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS. ALL MATERIAL NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE.
- H. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- I. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
- J. ALL AC PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
- K. THE CONTRACTOR(S) SHALL KEEP ALL AREAS OF CONSTRUCTION CLEAN AND FREE OF DEBRIS. AFTER CONSTRUCTION IS COMPLETE, THE GENERAL CONTRACTOR SHALL PROVIDE FINAL CLEAN UP.
- L. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR ACCURACY PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- M. THE CONTRACTOR SHALL CALL DIGLINE AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION. CONTACT OTHER UTILITY OWNERS WHICH DIGLINE DOES NOT MARK, TO HAVE THEM LOCATE THEIR FACILITIES.
- N. WHERE NO MATERIAL NOTES OCCUR, THE GRAPHIC MATERIAL INDICATION SHALL INDICATE MATERIAL TYPES AND ITEMS. SEE LEGEND ON THIS SHEET.
- O. ALL NEW CONSTRUCTION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES (A.D.A.A.G).
- P. UNLESS OTHERWISE INDICATED ALL DRAWINGS, NOTES WHICH DO NOT READ "NIC", "EXISTING", "EXISTING TO REMAIN", OR "BY OTHERS" SHALL INDICATE NEW WORK WHICH SHALL BE CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.
- Q. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THIS REQUIREMENT IF REQUESTED BY THE AGENCY OR THE ENGINEER.
- R. ALL COSTS OF RETESTING PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
- S. ALL COSTS INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTOR. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
- T. THE CONTRACTOR IS RESPONSIBLE FOR FILING THE STORM WATER POLLUTION PREVENTION PLAN NOTICE OF INTENT (N.O.I.) PRIOR TO ANY CONSTRUCTION.
- U. ALL CONSTRUCTION ADDENDA, CHANGE ORDERS, OR DESIGN CLARIFICATIONS FOR THOSE ITEMS REGULATED BY THE CODES MUST BE SUBMITTED TO THE FIELD INSPECTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH ANY OF THE PROPOSED WORK RELATED TO THE FIELD CHANGE.
- V. CONTRACTOR SHALL WORK FROM AND HAVE ON SITE AT ALL TIMES ONLY STAMPED, AGENCY APPROVED, DRAWINGS FOR THIS PROJECT.
- W. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- X. MANHOLE LIDS AND DRAINAGE STRUCTURES SHALL BE HS-25 TRAFFIC RATED.
- Y. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- Z. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- AA. IF A CONFLICT EXISTS BETWEEN THE PLANS, SPECIFICATIONS, OR SOILS REPORT, THE CONTRACTOR SHALL CONTACT THE ARCHITECT/ENGINEER FOR CLARIFICATION PRIOR TO CONSTRUCTION.
- AB. SEE LANDSCAPE DRAWINGS FOR LAWN, SHRUB AND TREE PLANTING AND IRRIGATION SYSTEM.
- AC. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING, POWER, AND COMMUNICATION.
- AD. THE CONTRACTOR SHALL SUBMIT A SET OF RECORD DRAWINGS TO THE ENGINEER WITHIN FIVE WORKING DAYS AFTER THE COMPLETION OF WORK. RECORD DRAWINGS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE JURISDICTION HAVING AUTHORITY.
- AE. CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE HIS WORK.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ASPH	ASPHALT
AWWA	AMERICAN WATER WORKS ASSOCIATION
BFTG	BOTTOM OF FOOTING
BLDG	BUILDING
BTM	BOTTOM
CL	CENTERLINE
C	CURVE
CB	CATCH BASIN
CB/SB	CATCH BASIN/SEDIMENT BOX
CONC	CONCRETE
CSP	CORRUGATED STEEL PIPE
DEPT	DEPARTMENT
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DESC	DESCRIPTION
DIA	DIAMETER
E	ELECTRICAL / EAST / EASTING
EG	EXISTING GRADE
ELEV	ELEVATION
ELL	ELBOW
EOP	EDGE OF PAVEMENT
EST	ESTIMATE
EW	EACH WAY
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FOC	FACE OF CURB
FT	FEET
G	GAS
GALS	GALLONS
GALV	GALVANIZED
GB	GRADE BREAK
GPD	GALLONS PER DAY
GRND	GROUND
GRVL	GRAVEL
GRT	TOP OF GRATE
HDPE	HIGH DENSITY POLYETHYLENE
IE	INVERT ELEVATION
INV	INVERT
L	LENGTH / LINE
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
N	NORTH / NORTHING
NO.	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OWS	OIL WATER SEPARATOR
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PE	POLYETHYLENE
PERF	PERFORATED
PV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PS	PRESSURIZED SEWER
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
QUAN	QUANTITY
R	RADIUS
RE:	REFER TO
ROW	RIGHT OF WAY
S	SOUTH
SCH	SCHEDULE
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SDWK	SIDEWALK
SQ FT	SQUARE FEET
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
T	TELEPHONE
TBC	TOP BACK OF CURB
TC	TOP OF CONCRETE
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TMC	TOP OF MOUNTABLE CURB
TOC	TOP OF CURB
TOW	TOP OF WALL
TYP	TYPICAL
W	WATER / WEST
W/	WITH
WV	WATER VALVE

LEGEND

	ASPHALT CONCRETE PAVEMENT
	PORTLAND CEMENT CONCRETE
	RIGHT OF WAY LINE
	PROPERTY LINE
	EASEMENT LINE
	FINISH GRADE CONTOUR (MAJOR)
	FINISH GRADE CONTOUR (MINOR)
	EXISTING GRADE CONTOUR (MAJOR)
	FENCE
	BUILDING
	INFLOW CURB AND GUTTER
	TRANSITIONING HEIGHT CURB AND GUTTER
	OUTFLOW CURB AND GUTTER
	PARKING COUNT
	ACCESSIBLE PARKING SYMBOL
	SIGN
	BIKE RACK
	LUMINAIRE
	ELECTRICAL TRANSFORMER
	STORM WATER LINE
	STORM WATER MANHOLE
	STORM WATER CLEANOUT
	CATCH BASIN
	OIL WATER SEPARATOR
	HEADWALL
	SANITARY SEWER LINE
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANOUT
	WATER LINE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	GAS LINE
	COMMUNICATION LINE
	ELECTRICAL LINE



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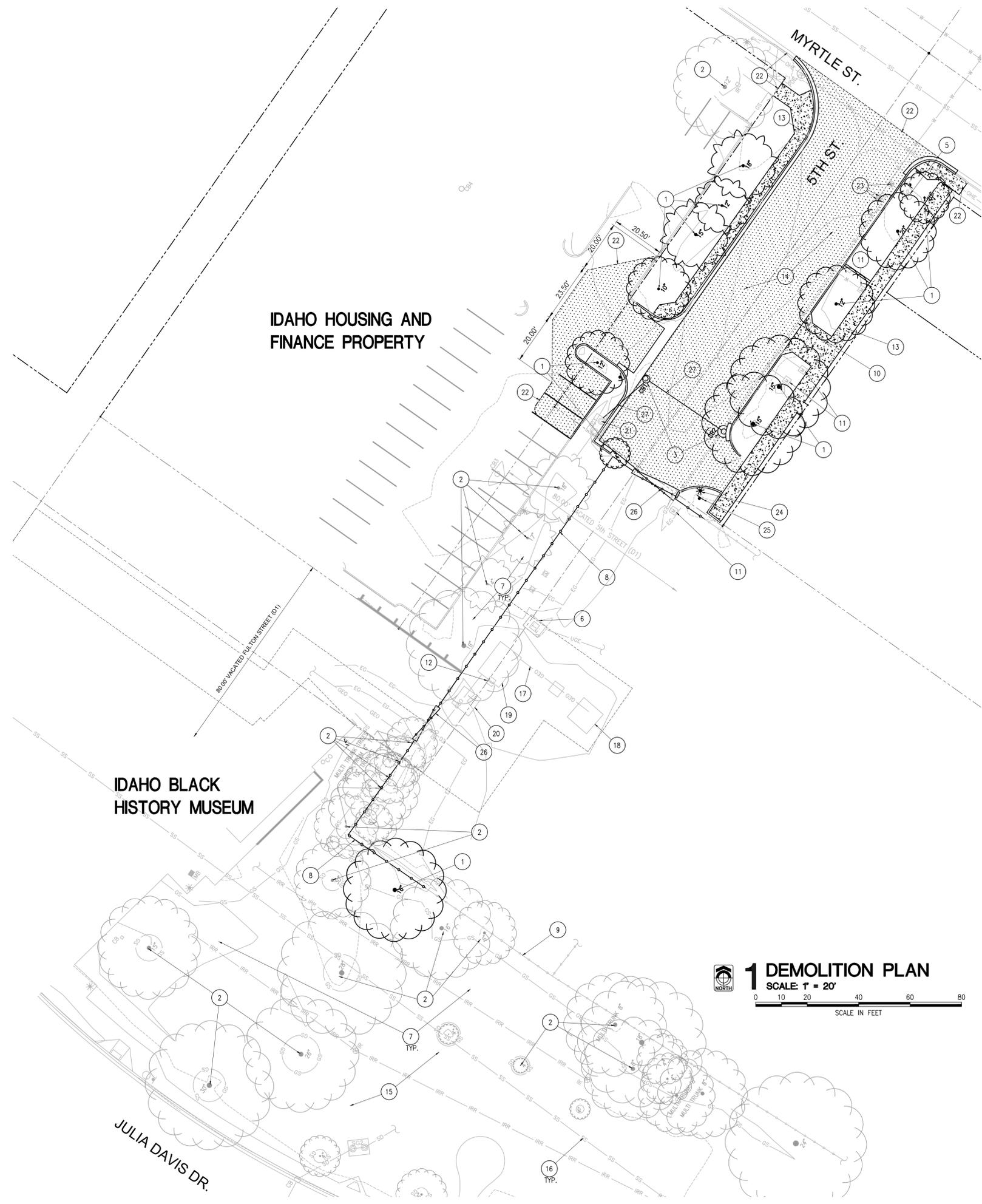
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PROJECT 15221	DATE 04-19-16
DRAWN	CHECKED JTW

REVISED

SHEET TITLE
GENERAL INFORMATION SHEET

SHEET
C0.0
ORIGINAL SHEET SIZE
24" x 36"



IDAHO HOUSING AND FINANCE PROPERTY

IDAHO BLACK HISTORY MUSEUM

JULIA DAVIS DR.

1 DEMOLITION PLAN
 SCALE: 1" = 20'
 0 10 20 40 60 80
 SCALE IN FEET

GENERAL NOTES:

A. SEE SHEET C0.0 FOR GENERAL NOTES.

LEGEND

- EXISTING ASPHALT TO BE REMOVED. RE: DEMOLITION AND DIVISION 1 SPECIFICATIONS.
- EXISTING CONCRETE SIDEWALK TO BE REMOVED. RE: DEMOLITION AND DIVISION 1 SPECIFICATIONS.

SHEET NOTES:

1. EXISTING TREE/ROOT BALL/SHRUB TO BE REMOVED.
2. EXISTING TREE/ROOT BALL/SHRUB TO REMAIN AND BE PROTECTED
3. EXISTING CATCH BASIN TO BE REMOVED.
4. NOT USED.
5. EXISTING HYDRANT TO REMAIN AND BE PROTECTED.
6. EXISTING ELECTRICAL TRANSFORMER TO REMAIN AND BE PROTECTED
7. EXISTING LANDSCAPING TO REMAIN AND BE PROTECTED. RE: LANDSCAPE
8. EXISTING FENCE TO BE REMOVED.
9. EXISTING FENCE TO REMAIN.
10. EXISTING WATER LINE TO REMAIN AND BE PROTECTED.
11. WATER METER TO BE REMAIN. ADJUST RIM TO MATCH FINISHED GRADE.
12. EXISTING ELECTRICAL BOX TO REMAIN AND BE PROTECTED.
13. EXISTING CONCRETE TO BE REMOVED.
14. EXISTING ASPHALT TO BE REMOVED.
15. EXISTING IRRIGATION SYSTEM TO REMAIN AND BE PROTECTED. RE: LANDSCAPE DRAWINGS.
16. EXISTING SEWER LINE TO REMAIN AND BE PROTECTED.
17. GEOTHERMAL LINE TO REMAIN AND BE PROTECTED. COORDINATE WITH CITY OF BOISE GEOTHERMAL PROJECT DESIGNED BY J-U-B.
18. GEOTHERMAL INJECTION WELL TO REMAIN AND BE PROTECTED. COORDINATE WITH CITY OF BOISE GEOTHERMAL PROJECT DESIGNED BY J-U-B.
19. GEOTHERMAL PUMP SHED TO REMAIN AND BE PROTECTED. COORDINATE WITH CITY OF BOISE GEOTHERMAL PROJECT DESIGNED BY J-U-B.
20. STORAGE SHED TO REMAIN AND BE PROTECTED.
21. EXISTING SAND AND GREASE TRAP TO REMAIN AND BE PROTECTED. ADJUST RIMS TO MATCH FINISHED GRADE.
22. SAWCUT LINE.
23. EXISTING WATER VALVES TO REMAIN AND BE PROTECTED. ADJUST AS REQUIRED TO MATCH FINISHED GRADE.
24. EXISTING LIGHT TO BE REMOVED.
25. EXISTING SIGN TO BE RELOCATED.
26. 15' EXISTING GATE TO BE REMOVED.
27. EXISTING STORM DRAIN LINE TO BE REMOVED.

DEMOLITION NOTES:

- A. EXISTING SITE INFORMATION AND LOCATION OF EXISTING SITE IMPROVEMENTS ARE PROVIDED BY FOX LAND SURVEYS, INC., "SURVEY FOR CSHQA LYING IN GOVERNMENT LOTS 3&4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN CITY OF BOISE, ADA COUNTY, IDAHO" DATED 3/31/16. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- B. THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION.
- C. CONTRACTOR SHALL CALL THE UNDERGROUND UTILITY LOCATING SERVICE AND HAVE THEM MARK THE LOCATION OF EXISTING UTILITIES AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING OF WORK.
- D. TYPE AND LOCATION OF EXISTING UTILITIES SHOWN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND EXCAVATION. COORDINATE WITH UTILITY COMPANIES AND ARCHITECT/ENGINEER FOR SCHEDULING OF DISCONNECTION AND FOR CAPPING PROCEDURES. COORDINATE ALL DISRUPTIONS WITH UTILITY SERVICES WITH ARCHITECT AND ADJACENT BUSINESSES THREE DAYS PRIOR TO SCHEDULED DISRUPTION.
- E. REMOVE ALL LOOSE SOIL FROM AREAS OF EXCAVATION AND FILL WITH APPROVED BACKFILL.
- F. DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION, PRECAUTION SHALL BE TAKEN NOT TO INCONVENIENCE THE ADJOINING BUSINESSES AS REASONABLY POSSIBLE AND TO MAINTAIN UNINTERRUPTED ACCESS.
- G. DEMOLITION CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE HIS WORK. IN ADDITION, DEMOLITION CONTRACTOR SHALL OBTAIN ALL CERTIFICATES OF SEVERANCE OF ALL UTILITY SERVICES AS PART OF HIS WORK.
- H. CONTRACTOR SHALL PROVIDE PROPER CONSTRUCTION SIGNAGE/BARRICADES AT ROADWAYS AND APPROACHES IN ACCORDANCE WITH HIGHWAY DISTRICT REQUIREMENTS FOR DURATION OF WORK.
- I. EXISTING TREES, DEBRIS, STRUCTURES, ASPHALT, CONCRETE, AND DELETERIOUS MATERIAL INCLUDING BUT NOT LIMITED TO CONCRETE FOOTINGS, BASEMENTS, SEPTIC TANKS, AND UNDERGROUND UTILITIES TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTOR'S EXPENSE. THE DEPRESSIONS LEFT BY REMOVAL SHALL BE BACKFILLED WITH CLEAN ENGINEERED FILL IN LAYERS NOT TO EXCEED 8 INCHES.
- J. THE CONTRACTOR SHALL COMPLETELY REMOVE THE EXISTING PAVED AREAS SPECIFIED. IN ADDITION, CONTRACTOR SHALL REMOVE UNDERGROUND UTILITIES AS IDENTIFIED ON THESE DRAWINGS, IN ACCORDANCE WITH ALL APPLICABLE AUTHORITIES HAVING JURISDICTION AND IN AN ORDERLY MANNER. COORDINATE REMOVAL AND CONSTRUCTION OF UTILITIES TO MAINTAIN UNINTERRUPTED SERVICE TO EXISTING FACILITIES.
- K. PERFORM ASPHALT STREET CUTS AND SURFACE REPAIRS PER ACHD REGULATIONS AND STANDARD SPECIFICATIONS. ANY DAMAGED ROADWAY PAVEMENT SHALL BE REPAIRED TO THE SATISFACTION OF ACHD.
- L. THIS PLAN SHOWS GENERAL DEMOLITION WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER DEMOLITION WORK REQUIRED TO PRODUCE THE SITE MODIFICATIONS SHOWN ON THE REMAINING CONTRACT DOCUMENTS.
- M. DEMOLITION OF LIGHT POLES, ELECTRICAL CONDUIT AND UNDERGROUND UTILITIES SHALL NOT INTERFERE WITH THE OPERATION OF EXISTING LIGHTING, ELECTRICAL SYSTEM OF UTILITIES WHICH REMAIN. TEMPORARY ROUTING OF LINES MAY BE REQUIRED TO ENSURE CONTINUOUS OPERATION OF THOSE SYSTEMS NOT SCHEDULED FOR DEMOLITION.
- N. ALL PAVEMENT REMOVAL SHALL BE SAWCUT WHERE INDICATED TO FORM A CLEAN EDGE AT THE LINE OF REMOVAL.
- O. EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF EXCAVATION, OR WITHIN 2' OF THE BOTTOM OF EXCAVATION, SHALL BE REMOVED. UTILITIES TO BE DEMOLISHED BEYOND 2' BELOW SUBGRADE SHALL BE REMOVED OR ABANDONED IN PLACE AT THE CONTRACTORS OPTION. PIPES, CONDUIT, AND UTILITY LINES 6" OR LARGER SHALL BE GROUTED WITH CONCRETE MORTAR MIX IF ABANDONED IN PLACE.
- P. ALL WORK IN THE PUBLIC ROW REQUIRES PERMITS FROM THE GOVERNING DISTRICT.



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PROJECT 15221	DATE 04-19-16
DRAWN EWA	CHECKED JTW

SHEET TITLE
DEMOLITION PLAN

SHEET
C1.0
 ORIGINAL SHEET SIZE
 24" x 36"



IDAHO BLACK HISTORY MUSEUM

JULIA DAVIS DR

LEGEND:	
	STORM DRAIN INLET PROTECTION PER IDEO STORM WATER BMP #31
	AREA OF ACTIVE CONSTRUCTION/CONTRACT LIMIT LINE
	BIOFILTER BAGS PER IDEO STORM WATER BMP #34 OR FIBER ROLLS PER IDEO STORM WATER BMP #35
	PRESERVATION OF EXISTING VEGETATION PER IDEO STORMWATER BMP #3
	DRAINAGE ARROWS
	PORTABLE TOILET

1 EROSION AND SEDIMENT CONTROL PLAN
 SCALE: 1" = 20'
 0 10 20 40 60 80
 SCALE IN FEET

EROSION AND SEDIMENT CONTROL DESIGNERS CERTIFICATION

 JEFF WARD
 CON07-00082
 license number

EROSION CONTROL NOTES:

- A. ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE CONSTRUCTION SITE EROSION CONTROL & SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
 - B. CONTRACTOR OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
 - C. THE IMPLEMENTATION OF THESE EROSION AND SEDIMENT CONTROL PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE EROSION AND SEDIMENT CONTROL PLAN FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED BY THE LOCAL JURISDICTION, AND VEGETATION/LANDSCAPING IS ESTABLISHED. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE AFTER THE PROJECT IS APPROVED.
 - D. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE MARKINGS SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
 - E. THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, ADJACENT OPEN WATER SURFACES OR VIOLATE APPLICABLE WATER STANDARDS.
 - F. THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING CONSTRUCTION PERIOD, THESE EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
 - G. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
 - H. STORM DRAIN INLETS, BASINS, AND AREA DRAINS SHALL BE PROTECTED UNTIL PAVEMENT SURFACES ARE COMPLETED AND/OR VEGETATION IS RE-ESTABLISHED.
 - I. PAVEMENT SURFACES AND VEGETATION ARE TO BE PLACED AS RAPIDLY AS POSSIBLE.
 - J. CONCRETE WASHOUT MUST BE CONTAINED IN AN ABOVE GROUND CONTAINER PER IDEO STORM WATER BMP #13.
- STOCKPILED TOPSOIL NOTES:**
- K. STOCKPILES SHALL BE STABILIZED (WITH PLASTIC COVERING OR OTHER APPROVED DEVICE) DAILY BETWEEN NOVEMBER 1 AND MARCH 31.
 - L. IN ANY SEASON, SEDIMENT LEACHING FROM STOCKPILES MUST BE PREVENTED.
- STORM WATER NOTES:**
- M. OPERATORS ARE RESPONSIBLE TO PREPARE AND FILE A NOTICE OF INTENT (NOI) AS REQUIRED BY THE EPA AND DEVELOP A PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 - N. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE STANDARDS AND THE CITY OF BOISE CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
 - O. SHOULD THE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THIS DRAWING NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
 - P. THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATIONS.
 - Q. ALL EROSION CONTROL AND STORM WATER FACILITIES SHALL BE REGULARLY INSPECTED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
 - R. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN STREET USE AND OTHER RELATED OR REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE MUNICIPALITY'S RIGHT-OF-WAY. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS FOR TRAFFIC CONTROL AND SAFETY WHEN WORKING IN THE ROAD RIGHT-OF-WAY.
 - S. AT NO TIME SHALL MORE THAN ONE-HALF (1/2) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A PROTECTED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PROJECT COMPLETION. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
 - T. SEEPAGE BEDS SHALL BE PROTECTED FROM CONTAMINATION BY SILTS AND FINES PRIOR TO PLACEMENT OF FINAL SURFACE TREATMENT.

GENERAL NOTES:

- A. SEE ESC NARRATIVE FOR IDEO STORM WATER BMPs #31, #34, AND #35.
- B. CONSTRUCTION PARKING SHALL BE LOCATED ON EXISTING FACILITIES, COORDINATE WITH BOISE PARKS.

① SHEET NOTES:

- 1. DESIGNATED AREA FOR WASHOUTS.



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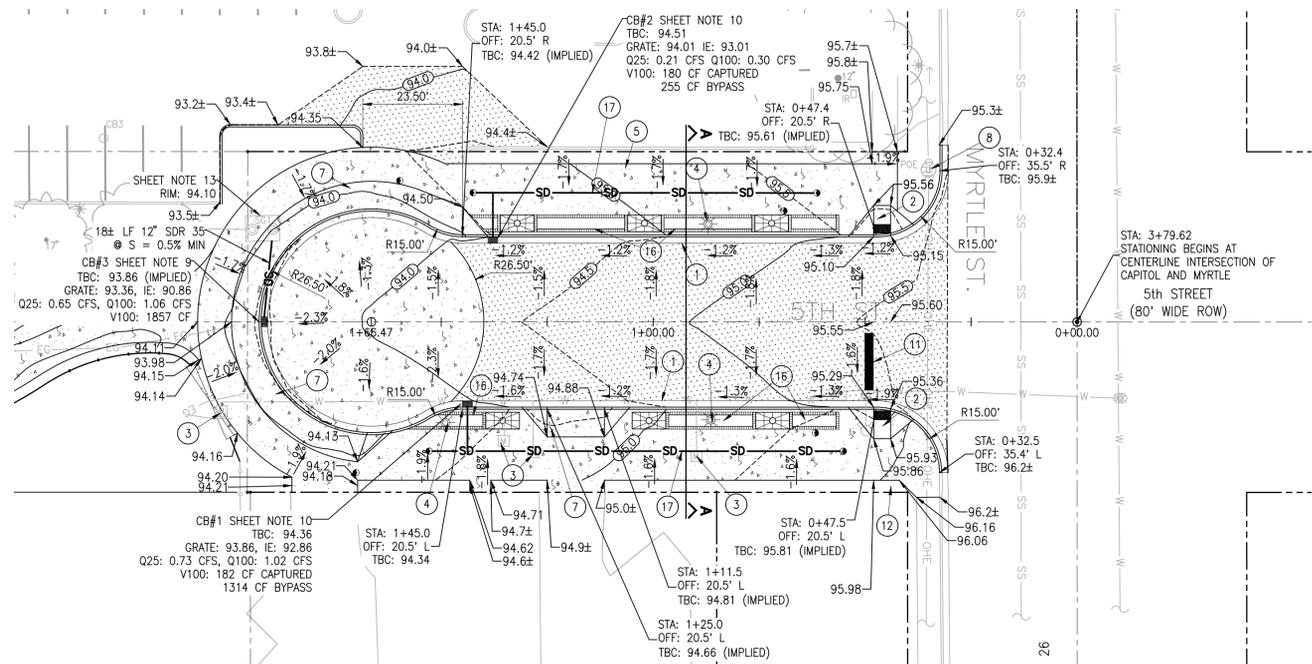
PROJECT	DATE
15221	04-19-16
DRAWN	CHECKED
JTW	JTW

REVISED
EROSION AND SEDIMENT CONTROL PLAN

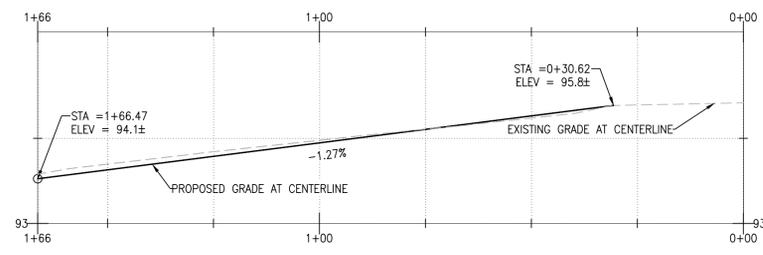
SHEET TITLE

SHEET

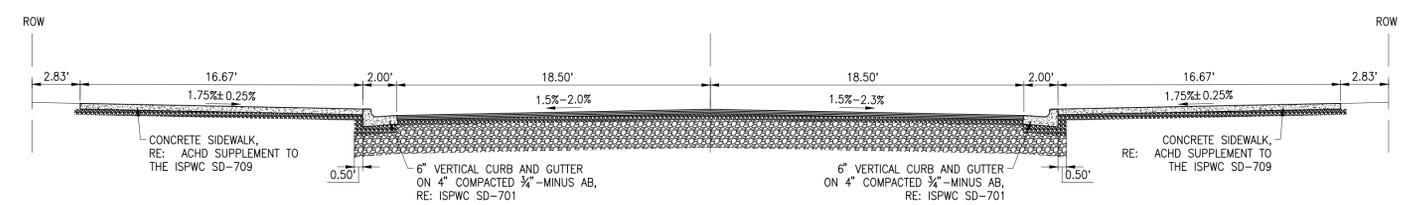
C2.0
 ORIGINAL SHEET SIZE
 24" x 36"



15th STREET PLAN
SCALE: 1" = 20'



2 5th STREET CENTERLINE PROFILE
SCALE: 1"=20' HORIZ, 1"=2' VERT



3 SECTION A
SCALE: 1" = 5'

GRADING AND DRAINAGE NOTES:

- A. FOR GENERAL NOTES SEE DRAWING CO.0.
- B. ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPCW STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPCW WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- C. WORK IN MYRTLE ROW SHALL BE IN ACCORDANCE WITH ITD STANDARDS.
- D. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- E. ALL ASPHALT REPAIR PER ISPCW SD-301, SD-303, AND SD-806.
- F. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- G. THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK OR RAMP SHALL BE 2%.
- H. UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW ASPHALT MUST BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO CURBS, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW ASPHALT SLOPE TO BE MIN. 1.5% AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECT/ENGINEER.
- I. WATER VALVES, BLOW-OFFS, CLEANOUTS, AND MANHOLES SHALL BE PLACED SO AS TO NOT CONFLICT WITH ANY CURB, GUTTER, SIDEWALK, OR OTHER REQUIRED IMPROVEMENTS.
- J. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- K. REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK.
- L. ADD 2600' TO EACH SPOT ELEVATION FOR TRUE ELEVATION. SPOT ELEVATIONS ARE EDGE OF PAVEMENT/PAVER UNLESS OTHERWISE NOTED.
- M. DIMENSIONS ARE TO BACK OF CURB.
- N. CONTRACTOR SHALL SEGREGATE THE DIFFERENT BEDDING MATERIALS TO AVOID INTER-MIXING DURING CONSTRUCTION AND INSTALLATION. CONTRACTOR SHALL CONTACT ACHD INSPECTION STAFF FOR APPROVAL OF INSTALLATION METHOD PRIOR TO START OF WORK.

SHEET NOTES:

- 1. CONCRETE CURB AND GUTTER PER THE ACHD SUPPLEMENT TO THE ISPCW SD-701.
- 2. CURB RAMP PER ISPCW SD-712A WITH DETECTABLE WARNING PER SD-712.
- 3. ADJUST EXISTING UTILITY BOX TO MATCH FINISH GRADE. COORDINATE WITH UTILITY FOR ADJUSTMENT.
- 4. LIGHT POLE, RE: SITE ELECTRICAL.
- 5. CONCRETE SIDEWALK PER THE ACHD SUPPLEMENT TO THE ISPCW SD-709.
- 6. SEE LANDSCAPE PLANS FOR STREETScape IMPROVEMENTS AND SILVA CELL LAYOUT.
- 7. CONCRETE DRIVEWAY APPROACH PER ISPCW SD-710.
- 8. EXISTING POWER POLE AND APPURTENANCES TO REMAIN AND BE PROTECTED.
- 9. INLET CATCH BASIN PER THE ACHD SUPPLEMENT TO THE ISPCW SD-601.
- 10. CATCH BASIN, RE: C4.0-4
- 11. 24" WIDE STOP BAR.
- 12. 30"x30" STOP SIGN (R1-1) PER MUTCD AND ACHD STANDARDS.
- 13. EXISTING SAND AND GREASE TRAP TO REMAIN AND BE PROTECTED, ADJUST RIMS AS REQUIRED TO MATCH FINISHED GRADE. CORE DRILL NEW INLET AT SAME ELEVATION OF EXISTING INLET 89.17.
- 14. 6" VERTICAL CURB (NO GUTTER) PER ISPCW SD-701A. TRANSITION TO MATCH EXISTING CURB SECTION AT CONNECTION POINT.
- 15. TERMINATE 6" CURB FROM PC TO BACK OF WALK, SIMILAR TO ISPCW SD-707.
- 16. SILVA CELLS IN THIS AREA, RE: C4.0 FOR ADDITIONAL INFORMATION. CONTRACTOR TO COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF THE MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
- 17. STORM DRAIN LINE, RE: C4.0.

ACHD PAVEMENT REPAIR NOTE

- ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.
- 1. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
 - 2. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
 - 3. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
 - 4. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
 - 5. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
 - 6. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS WITHIN 5TH STREET CONTACT ACHD CONSTRUCTION SERVICES FOR COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS, 208-387-6280. APPLICABLE TO 5TH STREET ONLY.

SOIL INFORMATION:

- A. SITE GRADING AND PREPARATION, PAVEMENT THICKNESS, MATERIAL SPECIFICATIONS, AND INFILTRATION FACILITIES SHALL CONFORM TO THE RECOMMENDATIONS OF THE SOILS REPORTS FOR NEARBY SITES AT 5TH AND BROAD STREET PREPARED BY MATERIALS TESTING & INSPECTION, AND BROAD STREET FROM 2ND AVENUE TO CAPITOL BOULEVARD PREPARED BY STRATA.
 - THE 5TH AND BROAD STREET REPORT IS DATED APRIL 7, 2015 HAVING MTI JOB #B150279G AND TITLED "ADDENDUM REPORT - ADDITIONAL GEOTECHNICAL RECOMMENDATIONS 5TH & BROAD 7-STORY BUILDING 5TH&BROAD STREET".
 - THE BROAD STREET FROM 2ND AVENUE TO CAPITOL BOULEVARD IS DATED APRIL 22, 2016 AND IS FILE: B016034A AND TITLED "GEOTECHNICAL PAVEMENT EVALUATION BROAD STREET 2ND AVENUE TO CAPITOL BOULEVARD" AND ALL ADDENDA TO THE SOILS REPORTS.
- B. GROUNDWATER DEPTH ESTIMATES ARE BASED ON THE STRATA AND MATERIALS TESTING & INSPECTION REPORTS INDICATED ABOVE.
- C. BASED ON THE MTI REPORT INDICATED ABOVE IT IS ANTICIPATED THAT THE SILVA CELL EXCAVATION WILL REACH FREE DRAINING GRAVEL IN WHICH AN INFILTRATION RATE OF UP TO 8 CAN INCHES BE USED FOR DESIGN. HOWEVER IF EXCAVATION DOES NOT REACH GRAVEL AND IS STILL IN SANDY SILT AN INFILTRATION RATE AS LOW AS 0.5 IN/HR IS ACCEPTABLE.
- D. WHEN ROCK IS ENCOUNTERED CONTRACTOR TO HAVE PERCOLATION TEST PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED TO BORE TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
- E. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3- FEET OF THE BOTTOM OF DESIGN ELEVATION FOR ANY INFILTRATION FACILITY.

LEGEND:

-  5TH STREET (ACHD) ASPHALT PAVEMENT SECTION 2.5" AC OVER 4" CRUSHED AB OVER 14" STRUCTURAL BC.
-  5TH STREET (ACHD) CONCRETE PAVEMENT SECTION 8" PCC OVER 6" CRUSHED AB OVER 14" STRUCTURAL BC, OR SHEET NOTE 5 WHERE APPLICABLE
-  97.17 PAVEMENT/CONCRETE ELEVATION UNLESS OTHERWISE NOTED



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131 W. MYRTLE ST.

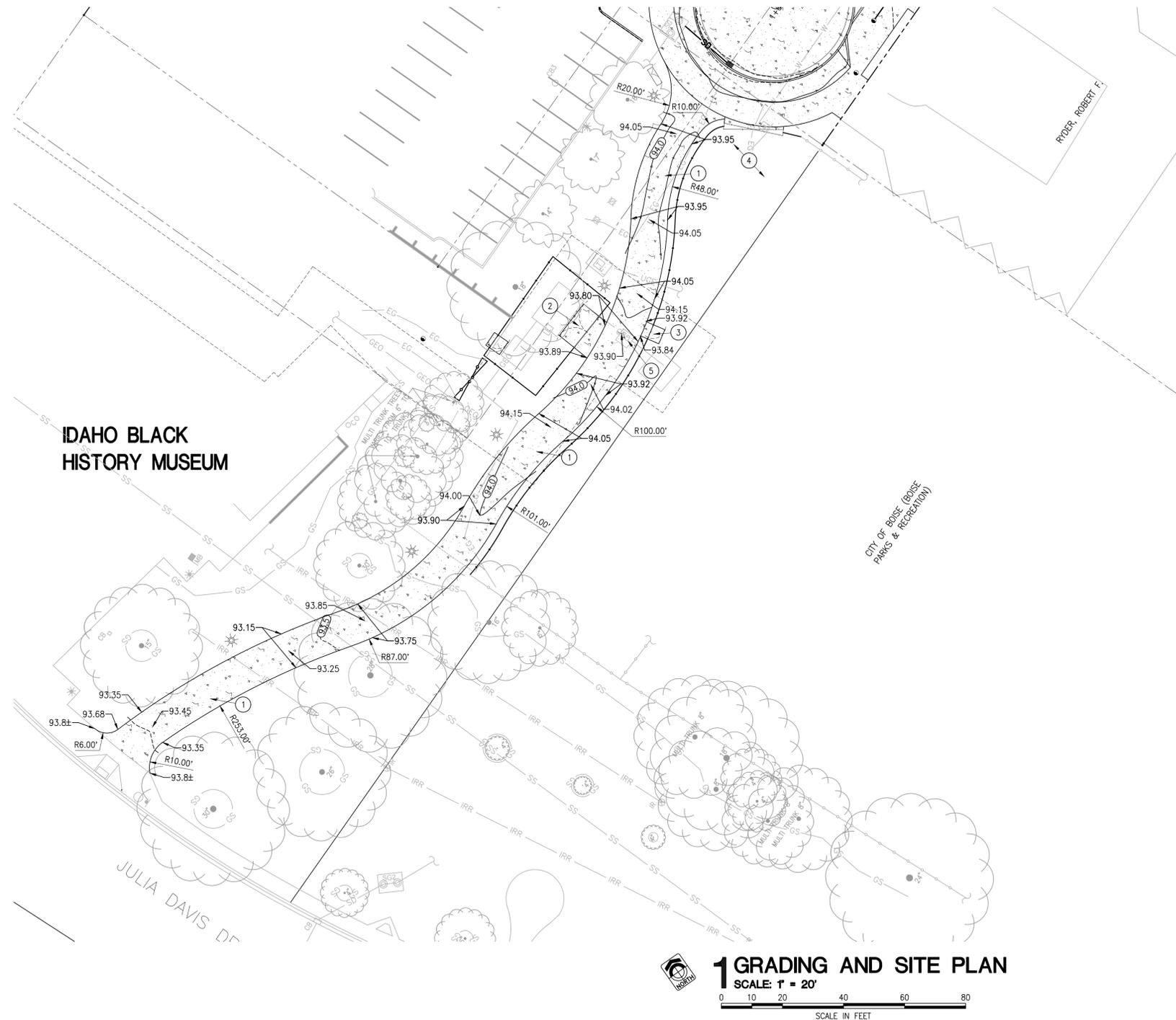


PROJECT	DATE
15221	04-19-16
DRAWN	CHECKED
JTW	JTW

REVISED

SHEET TITLE
**5TH STREET
PLAN AND
PROFILE**

SHEET
C3.0
ORIGINAL SHEET SIZE
24" x 36"



1 GRADING AND SITE PLAN
 SCALE: 1" = 20'
 0 10 20 40 60 80
 SCALE IN FEET

GRADING AND DRAINAGE NOTES:

- A. FOR GENERAL NOTES SEE DRAWING C0.0.
- B. ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPWC STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- C. WORK IN MYRTLE ROW SHALL BE IN ACCORDANCE WITH ITD STANDARDS.
- D. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- E. ALL ASPHALT REPAIR PER ISPWC SD-301, SD-303, AND SD-806.
- F. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- G. THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK OR RAMP SHALL BE 2%.
- H. UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW ASPHALT MUST BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO CURB, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW ASPHALT SLOPE TO BE MIN. 1.5% AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECT/ENGINEER.
- I. WATER VALVES, BLOW-OFFS, CLEANOUTS, AND MANHOLES SHALL BE PLACED SO AS TO NOT CONFLICT WITH ANY CURB, GUTTER, SIDEWALK, OR OTHER REQUIRED IMPROVEMENTS.
- J. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- K. REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK.
- L. ADD 2600' TO EACH SPOT ELEVATION FOR TRUE ELEVATION. SPOT ELEVATIONS ARE EDGE OF PAVEMENT/PAVER UNLESS OTHERWISE NOTED.
- M. DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING.

LEGEND:

- CONCRETE: SHEET NOTE 1
- 97.17 PAVEMENT/CONCRETE ELEVATION UNLESS OTHERWISE NOTED

SHEET NOTES:

1. 12" WIDE CROWNED CONCRETE PATH, THICKNESS AND BASE PER ISPWC SD-709 FOR SIDEWALK ADJACENT TO ROLLED CURB. MAX CROSS SLOPE 2%. GRADING INTENT IS TO PLACE EDGES SLIGHTLY ABOVE ADJACENT GRADE TO MINIMIZE GRADING FOR ADJACENT TURF TO REMAIN AND MINIMIZE DISRUPTION TO ADJACENT TREE ROOTS.
2. 4" CONCRETE PAD TO CONNECT EXISTING STRUCTURE TO NEW CONCRETE PATH.
3. 4" CONCRETE PAD AT GATE, RE: LANDSCAPE PLANS.
4. GRADE AS REQUIRED TO PROVIDE SMOOTH TRANSITION FROM NEW CONCRETE TO EXISTING GRAVEL YARD.
5. EXISTING BOX FOR CITY OF BOISE GEOTHERMAL SYSTEM. ADJUST AS REQUIRED TO PROVIDE FLUSH SURFACE AT FINISHED GRADE OF SIDEWALK.



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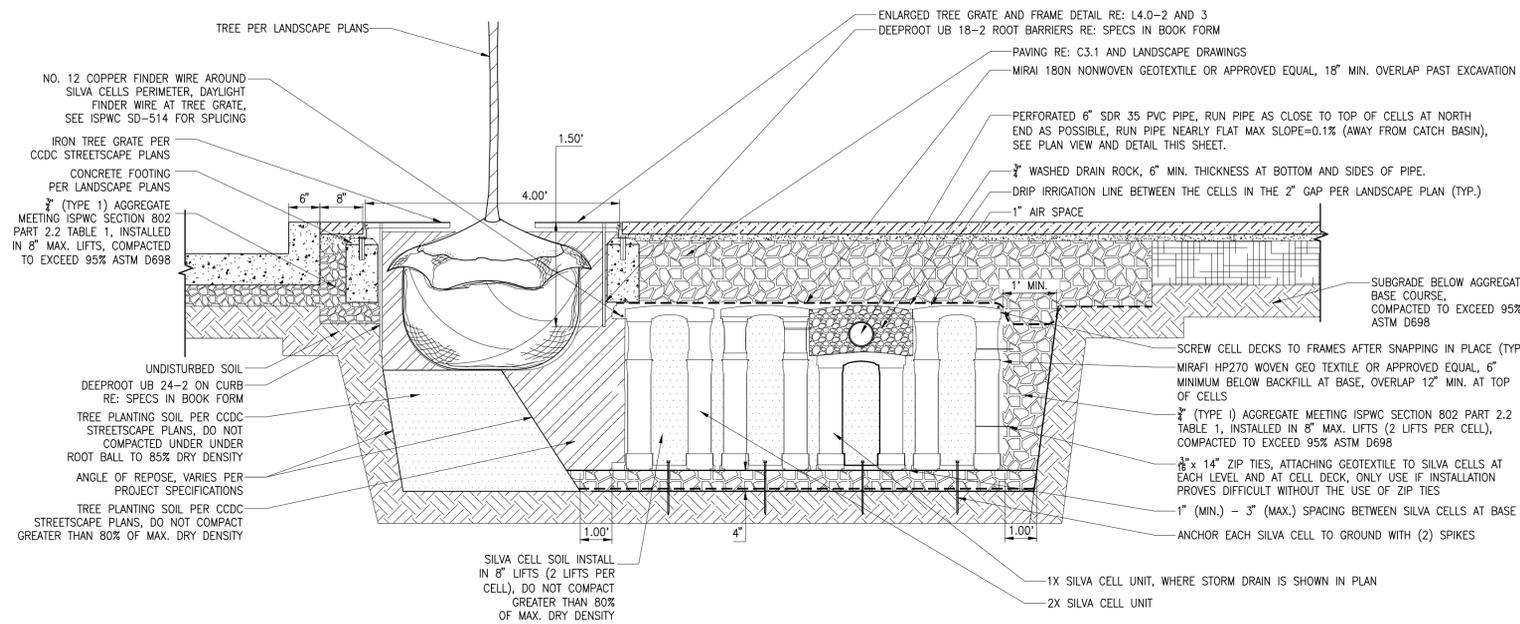
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 131 W. MYRTLE ST.**
CSHQA

PROJECT 15221	DATE 04-19-16
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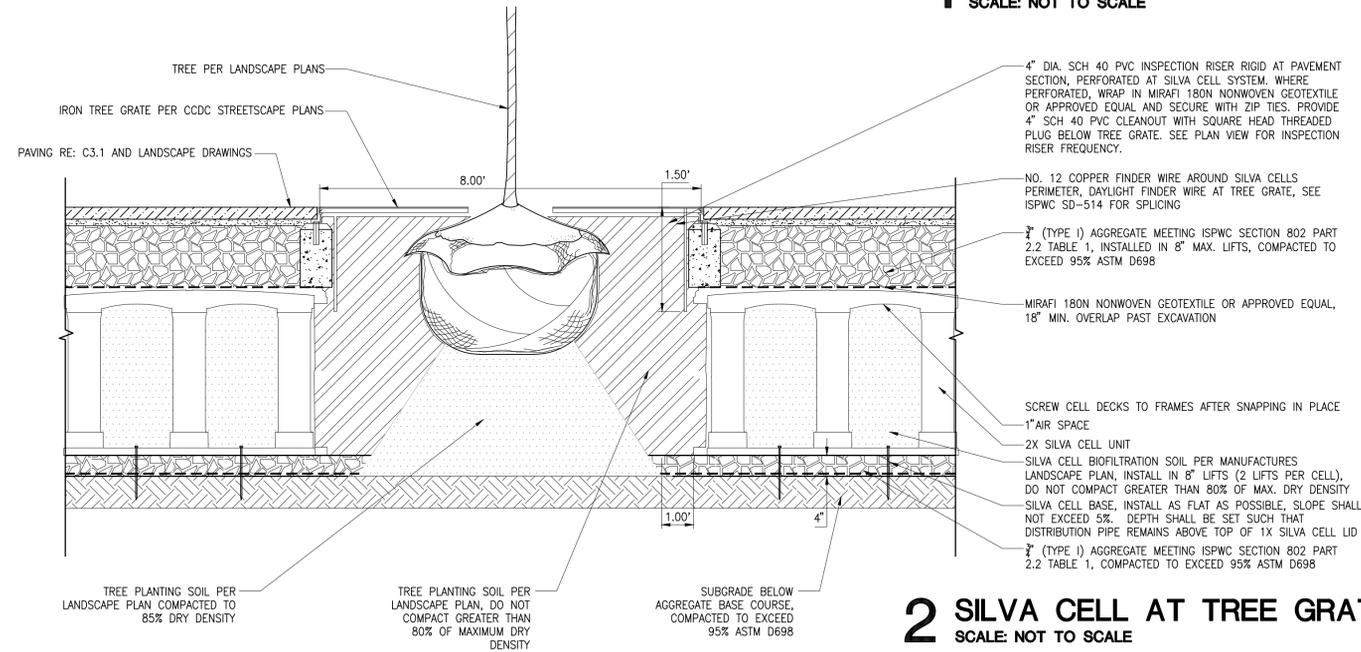
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SHEET TITLE
**PARK
 GRADING
 PLAN**

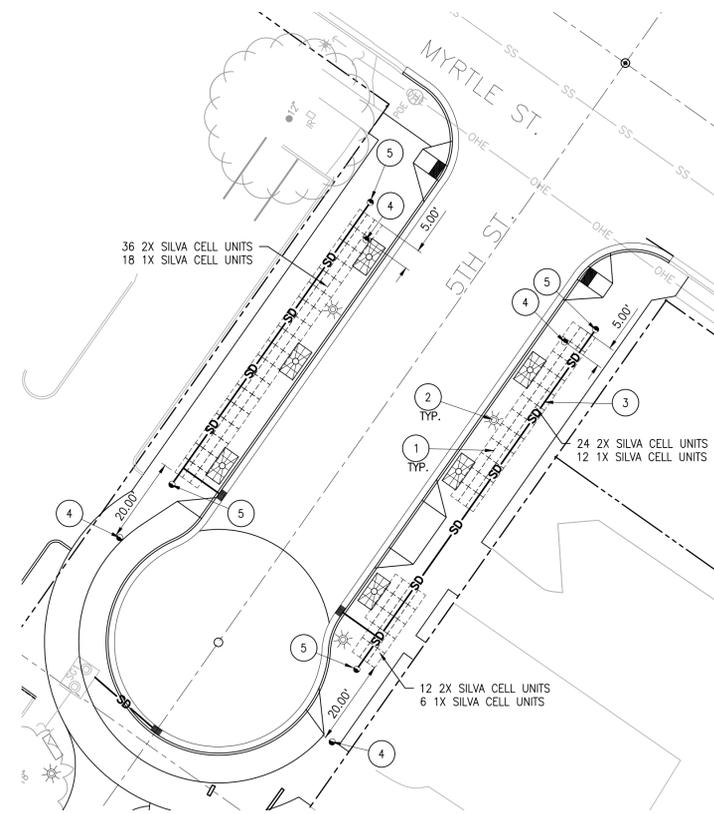
SHEET
C3.1
 ORIGINAL SHEET SIZE
 24" x 36"



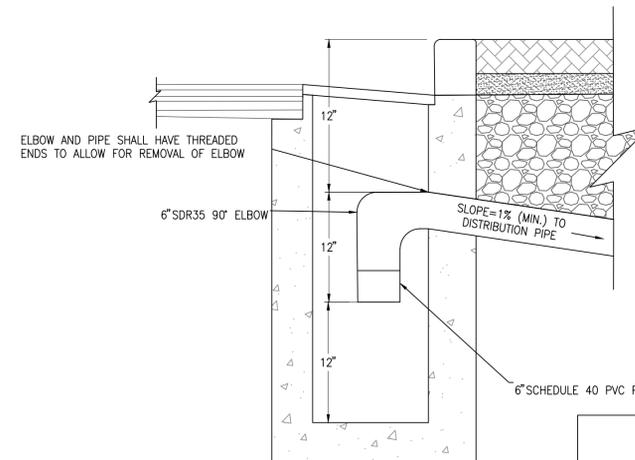
1 SILVA CELL AT TREE GRATE
SCALE: NOT TO SCALE



2 SILVA CELL AT TREE GRATE
SCALE: NOT TO SCALE



3 SILVA CELL PLAN
SCALE: 1" = 20'



NOTES:

- CATCH BASIN PER ACHD SUPPLEMENTAL SPECIFICATION TO ISPCW SD-601 EXPECT AS MODIFIED PER THIS DETAIL.
- SCHEDULE 40 PVC PIPE SHALL BE SOLID WALL.
- FIELD FIT PIPE SLOPE TO ALLOW INSTALLATION OF PERFORATED PIPE IN SILVA CELL AS HIGH AS POSSIBLE.

4 CATCH BASIN AT SILVA CELLS
SCALE: NOT TO SCALE

SHEET NOTES:

- SILVA CELL - DOUBLE LAYER CONFIGURATION. SUBGRADE ELEVATION FOR SILVA CELLS SHALL BE FLAT, MAKE UP DIFFERENCE IN CONCRETE ELEVATION AT CONCRETE HIGH POINT WITH ADDITIONAL THICKNESS OF BASE MATERIAL. RE: C4.0-1 AND 2.
- AGGREGATE GAP BRIDGING FOR LIGHT POLE FOOTINGS AND STORM DRAIN LINE PER MANUFACTURERS RECOMMENDATIONS.
- 6" SDR 35 PERF PVC, RE: C4.0-1.
- OBSERVATION WELL PER THE ACHD SUPPLEMENT TO THE ISPCW SD-624.
- TRAFFIC RATED CLEAN OUT PER ISPCW SD-506A, CONCRETE COLLAR BELOW PAVERS.

SILVA CELL NOTE

THE SILVA CELL AREAS REPRESENT A QUANTITY OF 30 +/- INDIVIDUAL SILVA CELLS PER TREE. THE TOTAL NUMBER OF SILVA CELLS FOR THE PROJECT IS 181. RE: L4.0-1,16



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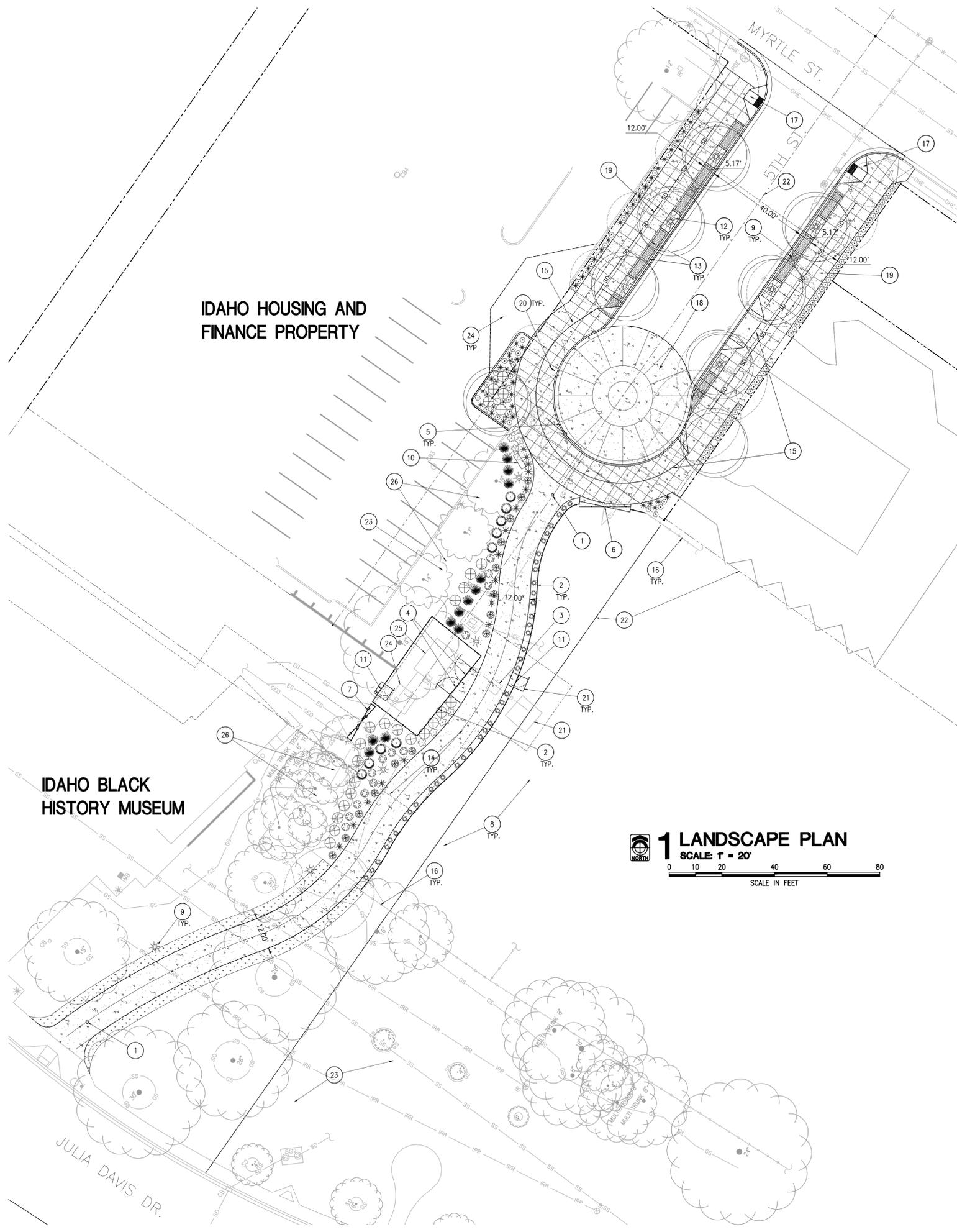
CSHQA

PROJECT 15221	DATE 04-19-16
DRAWN JTW	CHECKED JTW

REVISED

SHEET TITLE
SILVA CELLS

SHEET
C4.0
ORIGINAL SHEET SIZE
24" x 36"



IDAHO HOUSING AND FINANCE PROPERTY

IDAHO BLACK HISTORY MUSEUM

JULIA DAVIS DR.

1 LANDSCAPE PLAN
 SCALE: 1" = 20'
 0 10 20 40 60 80
 SCALE IN FEET

PLANT SCHEDULE

TREES					
SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTING SIZE	MATURITY SIZE	QTY.
	American Sweetgum	Liquidambar styraciflua	3" CALIPER	60'T x 40'W	8

SHRUBS					
SYM	COMMON NAME	BOTANICAL NAME	PLANTING SIZE	MATURITY SIZE	QTY.
	Gold Flame Spiraea	Spiraea japonica 'Gold Flame'	5 gallon	3'T x 3'W	86
	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hornet'	5 gallon	2.5'T x 2'W	55
	Winter Gem Boxwood	Buxus microphylla japonica 'Winter Gem'	5 gallon	4'T x 4'W	25
	Hot Papaya Coneflower	Echinacea purpurea 'Hot Papaya'	5 gallon	6'T x 3'W	8
	Lydia Woodwaxen	Genista lydia	5 gallon	2'T x 3'W	14
	Prairie Dropseed	Sporobolus heterolepis	5 gallon	3'T x 3'W	8
	Blue Mist Caryopteris	Caryopteris x clandonensis 'Blue Mist'	5 gallon	3'T x 3'W	13
	Fat Bud French Lavender	Lavandula x intermedia 'Grosso'	5 gallon	3'T x 3'W	13
	Slowmound Mugo Pine	Pinus mugo 'Slowmound'	5 gallon	3'T x 3'W	9
	English Ivy	Hedra helix	5 gallon	8'T x 15'W	39

OTHER SYMBOLS

	REPAIR AND REPLACE EXISTING LAWN AREAS DAMAGED AS A RESULT OF NEW CONSTRUCTION WITH SODDED LAWN THAT MATCHES EXISTING LAWN TYPE. 2' TO 4' BACK OF PATH
	Polyethylene Edging

SITE TREE REMOVAL/REMAIN

SYM.	
	Existing Trees To Remove
	Existing Trees To Remain

GENERAL NOTES

- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE ARCHITECT OF AVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. IF A SPECIFIED PLANT IS NOT AVAILABLE, THE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIAL SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC., SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. RIP SUB GRADE AS PER SPECIFICATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL, AS PER SPECIFICATIONS. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL SHALL BE TOPSOIL EQUAL TO THAT REQUIRED IN THE SPECIFICATIONS. CLEAN TOPSOIL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE ARCHITECT.
- EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS (WHEN FULLY FLOODED WITH WATER) SHALL DRAIN WITHIN 1 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
- PROVIDE REQUIRED SOIL EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE CONTRACT PERIOD. SHOULD THERE BE EXISTING SOIL EROSION CONDITIONS THAT REQUIRE MITIGATION, NOTIFY THE ARCHITECT IMMEDIATELY. FAILURE TO NOTIFY
- TOPSOIL DEPTHS SHALL BE AS FOLLOWS (WHERE APPLICABLE): PLANTER BEDS - 12" MIN.; CURB ISLANDS - 18" MIN.
- CONTRACTOR IS RESPONSIBLE TO REPAIR ALL LANDSCAPE PLANTING AREAS DAMAGED AS A RESULT OF NEW CONSTRUCTION. RE: CIVIL PLANS, SITE ELECTRICAL PLANS. REPAIR INCLUDES BUT IS NOT LIMITED TO TREES, SHRUBS GROUNDCOVER AND LAWN; MULCH; TOPSOIL; EDGING; LANDSCAPE FABRIC.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PROVIDED ON ALL PLANS. IF QUANTITIES LISTED DO NOT CORRELATE WITH WHAT IS SHOWN ON THE PLAN, THE QUANTITIES SHOWN ON THE PLAN SHALL GOVERN. THIS INCLUDES BUT IS NOT LIMITED TO TREE, SHRUB, ROCK, TOPSOIL, MULCH, SEED OR SOD, EDGING, AND DRIP LINE QUANTITIES.
- CONTRACTOR TO PROVIDE AN AGRICULTURAL SUITABILITY ANALYSIS FOR ALL SOILS, BOTH EXISTING AND IMPORTED. AMEND SOILS PER ANALYSIS RECOMMENDATIONS. SUBMIT ANALYSIS TO LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO AMENDING AND PLACING TOPSOIL.

LEGEND

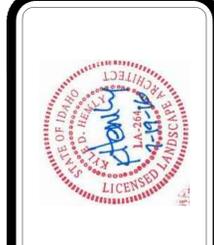
- CITY PROPERTY BOUNDARY
 - RECORD BOUNDARY
 - CENTER LINE
 - GEOTHERMAL EASEMENT (DESCRIPTION ONLY)
 - VACATED RIGHT-OF-WAY
 - RIGHT-OF-WAY
 - EXISTING FENCE LINE
 - EXISTING WATER LINE
 - RECORD WATER LINE (NOT LOCATED)
 - EXISTING GEO-THERMO
 - EXISTING OVERHEAD POWER LINE
 - EXISTING UNDERGROUND POWER LINE
 - EXISTING STORM DRAIN LINE
 - EXISTING SEWER LINE
- MONUMENT TO BE SET SURVEY
 - CONTROL POINT (AS NOTED)
 - POINT OF ENTRY UNDERGROUND UTILITIES
 - TRANSFORMER
 - ELECTRICAL METER
 - MAIL BOX
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - STORM DRAIN MANHOLE
 - CATCH BASIN
 - PIPE/LINE TERMINUS UNKNOWN

SHEET NOTES:

- ACCESS BOLLARD PER KUNA MACHINE SHOP RE: L4.0-18
- 6' TALL TWINBAR FORTRESS PANEL BY: MELTALCO- BLACK 9005 RE:L4.1-6
- EXISTING GEOTHERMAL FLOW METER. RE: GEOTHERMAL DWGS.
- (2) 6' SWING GATES BY METALCO
- ROLLED CURB RE: CIVIL
- 20' MAINTENANCE YARD ENTRANCE GATE BY METALCO
- EXISTING GATE TO BE REMOVED.
- EXISTING PARK MAINTENANCE LOT
- HISTORIC STREET LIGHTS TO CCDC STANDARDS RE: E1.0
- JULIA DAVIS PARK ENTRANCE SIGNAGE (BY OTHERS)
- 4' MAN GATE BY METALCO
- TREE GRATE AND FRAME. URBAN ACCESSORIES KIVA, 8'x4' RE: L4.0-3
- RED BRICK DRY LAID PAVERS, SINGLE SOLDIER COURSE EACH SIDE AND ENDS WITH HERRINGBONE FIELD; BENCHES, PLANTERS, ETC. RE: L4.0-3
- NEW 12" WIDE CONCRETE PATH RE: CIVIL
- EXISTING DRIVEWAY- APPROACHES TO BE RECONSTRUCTED RE: CIVIL
- EXISTING FENCE TO REMAIN
- NEW PEDESTRIAN RAMP TO ACHD STANDARDS RE: CIVIL
- CONCRETE 53' VEHICULAR TURNAROUND RE: CIVIL
- NEW CONCRETE SIDEWALK, 12' WIDTH. RE: CIVIL
- NO PARKING ZONE ONLY LOADING/DROP-OFF SIGNAGE.
- EXISTING GEOTHERMAL INJECTION WELL
- CENTRAL ADDITION BOUNDARY
- EXISTING LANDSCAPE TO REMAIN
- EXISTING STORAGE SHED
- EXISTING GEOTHERMAL PUMP SHED
- EXISTING LANDSCAPE TO MATCH NEW MULCH

TREE PROTECTION NOTES

- RETAIN, PROTECT AND WATER THE EXISTING TREES TO REMAIN ON THE SITE USING THE FOLLOWING PROCEDURES:
- PROTECTION SHOULD CONSIST OF A HIGHLY VISIBLE, PHYSICAL BARRIER NO LESS THAN 48 INCHES TALL TO BE PLACED WITHIN THE TREE CANOPY (DRIPLINE) AREA.
- NO EQUIPMENT, VEHICLES, BUILDING MATERIALS, CHEMICALS, STOCKPILES OR OTHER DEBRIS SHALL BE PLACED INSIDE THESE BARRIERS. IN ADDITION, VEHICULAR AND EQUIPMENT TRAFFIC AND STORAGE OF MATERIALS SHOULD BE LIMITED IN AREAS IMMEDIATELY ADJACENT TO THE BARRIERS.
- ALL WORK THAT MUST OCCUR INSIDE THE PHYSICAL BARRIERS MUST BE APPROVED BY THE CITY FORESTRY UNIT.
- TEMPORARY IRRIGATION SHALL BE PROVIDED TO ALL EXISTING TREES TO REMAIN DURING CONSTRUCTION. THIS SYSTEM SHALL PROVIDE ADEQUATE COVERAGE AND QUANTITY OF WATER DURING ALL PHASES OF CONSTRUCTION.
- BEFORE CONTRACTOR LEAVES THE SITE, ALL EXISTING TREES WHICH HAVE BEEN DAMAGED AS A RESULT OF CONTRACTOR ACTIVITIES SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR BY A CITY LICENSED, INSURED TREE SERVICE.



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PROJECT	DATE
15221	04-19-16
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EWA	KDH

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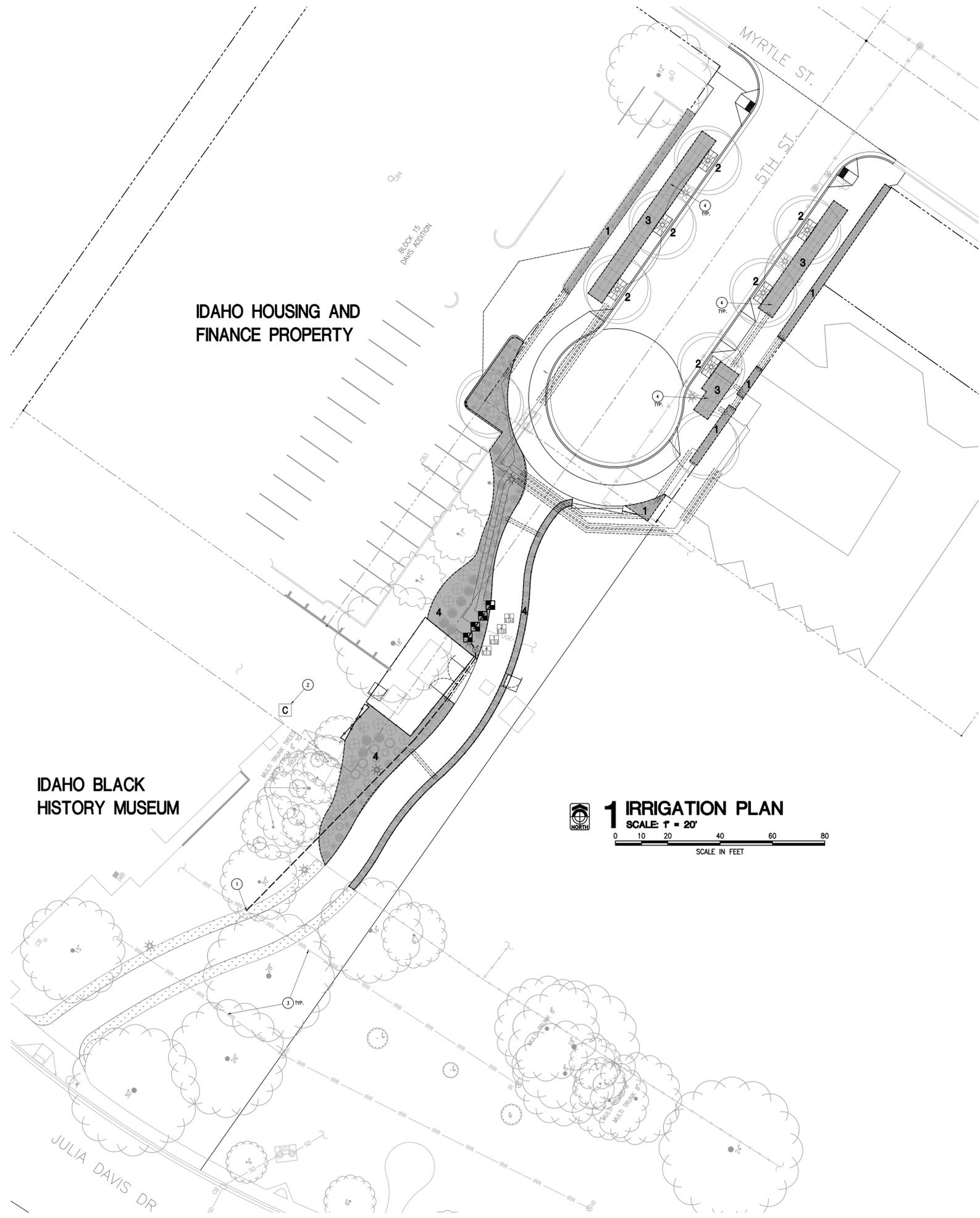
SHEET TITLE

LANDSCAPE PLAN

SHEET

L1.0

ORIGINAL SHEET SIZE
 24" x 36"



IDAHO HOUSING AND FINANCE PROPERTY

IDAHO BLACK HISTORY MUSEUM

1 IRRIGATION PLAN
 SCALE: 1" = 20'
 0 10 20 40 60 80
 SCALE IN FEET

IRRIGATION SCHEDULE

SYMBOL	MANUFACT	MODEL	DESCRIPTION
No. 1	RAINBIRD	CONTROL ZONE KIT, FILTER, PRV, XCZ-PRB-100-COM (3-20 GPM) RE: L4.0-14	
+	NIBCO	600A	BALL VALVE-LINE SIZE
---	PWPIPE (OR EQUAL)	1.25" CLASS 200 MAINLINE	
C	CONNECT TO EXISTING CONTROLLER ON THE EXTERIOR OF THE IDAHO BLACK HISTORY MUSEUM.		
---	1" PE PER ISPPWC 404 LOCATED IN 2" CLASS 200 PVC SLEEVE FOR IRRIGATION LATERALS.		
■	RAINBIRD	XFS SUBSURFACE DRIPLINE	XFS-09-18 DRIPLINE AT 18" SPACING IN SILVA CELL AREAS. RE: L4.0-1,5
⊙	AMIAID WATER SYSTEMS	1" COMPACT MANUAL DISC FILTER	FILTER SHALL BE 200 MICRON. INSTALL IN VALVE BOX. ALLOW ADEQUATE ROOM FOR FILTER SERVICE AND FLUSHING.

GENERAL NOTES

- CONTRACTOR SHALL NOT INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT SITE CONDITIONS INHIBIT THE SPRINKLER SYSTEM FROM PERFORMING AS INTENDED. THE CONTRACTOR MUST LOCATE EXISTING IRRIGATION SYSTEM TO CONNECT TO THE PROPOSED SYSTEM ON THE SITE. IN THE EVENT THAT THE ARCHITECT IS NOT NOTIFIED IN WRITING THAT SUCH CONDITIONS EXIST, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND REPAIR WORK NECESSARY.
- DRAWINGS ARE CONCEPTUAL IN NATURE. ACTUAL PLACEMENT OF SPRAY HEADS, VALVES, LINES, ETC. WILL VARY. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE, AND LOCATE ELECTRIC CONTROL AND QUICK-COUPING VALVES IN GROUND COVER/SHRUB AREAS, 6" TO 12" AWAY FROM EDGE OF PAVEMENT FOR EASE OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING A WORKING SYSTEM THAT MAINTAINS PROPER COVERAGE, EVEN IF MINOR ADJUSTMENTS ARE NECESSARY.
- IF CIRCUIT PIPE SIZES ARE NOT SHOWN ON THE DRAWING, THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO SIZE CIRCUIT PIPING. WATER VELOCITY IN ALL PIPES SHALL NOT EXCEED FIVE FEET PER SECOND. MINIMUM PIPE SIZE TO BE 1".
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING SLEEVES UNDER ALL ROADWAY, PARKING, AND WALKWAY SURFACES. EXTEND 6" MINIMUM BEYOND SURFACE EDGE. IDENTIFY ENDPOINTS OF SLEEVING. REPORT ALL PROPOSED CHANGES IN SYSTEM DESIGN TO THE ARCHITECT PRIOR TO INSTALLATION.
- WHERE APPLICABLE, CONTRACTOR IS RESPONSIBLE TO PROVIDE 120 VOLT POWER AND ALL REQUIRED CIRCUITS FROM THE ELECTRICAL PANEL TO THE IRRIGATION CONTROLLER. SIZE WIRE AND CONDUIT AS REQUIRED.
- CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION, INCLUDING ADJACENT PROPERTIES. RE: CIVIL PLANS. REPAIR INCLUDES BUT IS NOT LIMITED TO PIPING; VALVES; HEADS; DRIP COMPONENTS; CONTROL WIRES AND EQUIPMENT; AND SLEEVES.
- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PROVIDED ON ALL PLANS. IF QUANTITIES LISTED (WHERE APPLICABLE) DO NOT CORRELATE WITH WHAT IS SHOWN ON THE PLAN, THE QUANTITIES SHOWN ON THE PLAN SHALL GOVERN.

KEYED NOTES

- CONNECT NEW 1.25" MAINLINE TO EXISTING 6" IRRIGATION MAINLINE WITH A DUCTILE IRON SADDLE TEE
- EXISTING CONTROLLER. PROVIDE AND INSTALL NEW WIRES FROM EXISTING CONTROLLER TO NEW VALVES. PERFORM NECESSARY MODIFICATIONS TO CONTROLLER AS NEEDED
- EXISTING IRRIGATION SYSTEM TO REMAIN. THE SITE IS CURRENTLY SERVED BY AN AUTOMATIC UNDERGROUND PRESSURIZED IRRIGATION SYSTEM WHICH WILL BE RECONFIGURED, EXTENDED AND ADAPTED FOR THE NEW PATH CONSTRUCTION. THE SYSTEM WILL BE COMPRISED OF OVERHEAD SPRAY AND ROTOR SPRINKLER HEADS AND LOW-VOLUME DRIPLINE AND WILL BE CONTROLLED BY THE EXISTING PROGRAMMABLE IRRIGATION CONTROLLER ON THE SITE. IT IS THE CONTRACTOR'S LIABILITY TO MATCH THE EXISTING IRRIGATION SYSTEM. THE CONTRACTOR MUST ADJUST TO THE DEMOLITION OF THE EXISTING IRRIGATION TO FIT WITH THE PROPOSED PATH.
- ZONE THREE IS IRRIGATED IN SILVA CELLS RE: C4.0



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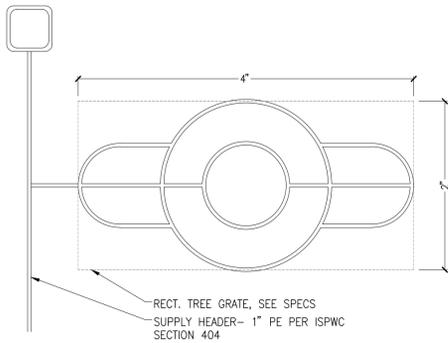
PROJECT 15221	DATE 04-19-16
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
IRRIGATION PLAN

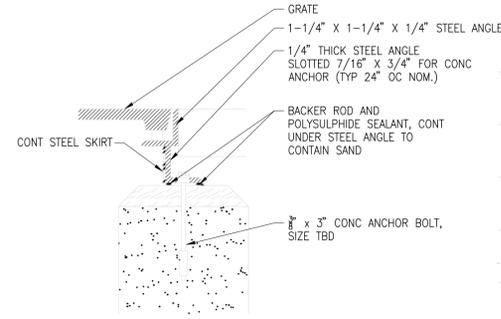
SHEET
L2.0
 ORIGINAL SHEET SIZE
 24" x 36"

1 NOT USED
NOT TO SCALE

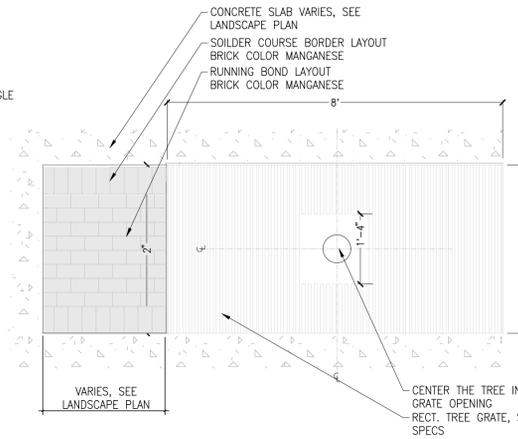


5 4'x8' IRRIGATION TREE GRATE DETAIL
NOT TO SCALE

6 NOT USED
SCALE: NOT TO SCALE

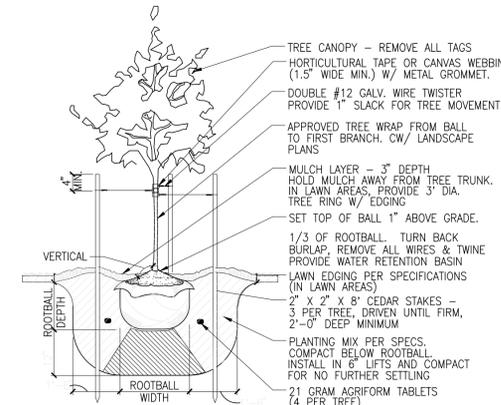
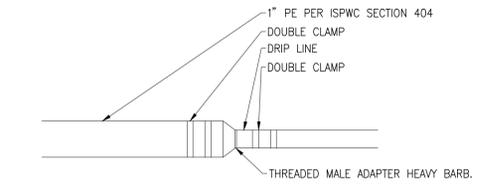


2 TREE GRATE FRAME DETAIL
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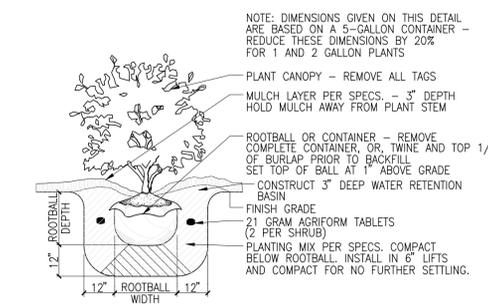


3 4'x8' TREE GRATE DETAIL
NOT TO SCALE

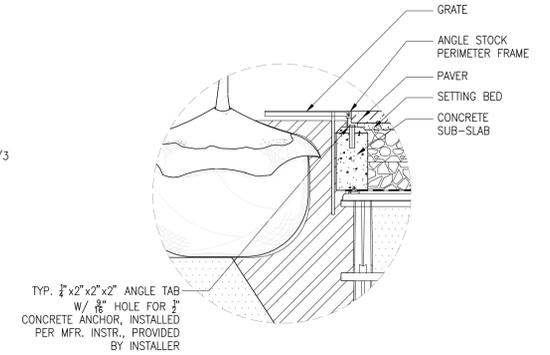
4 1\"/>



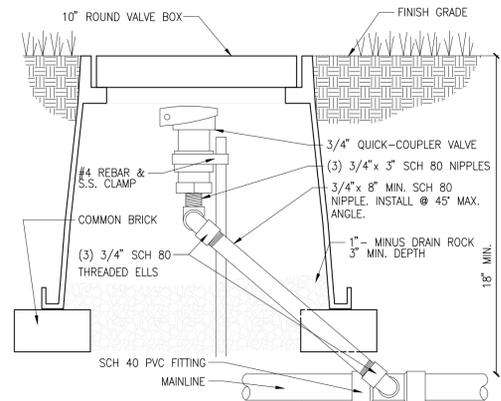
7 DECIDUOUS TREE PLANTING
SCALE: NOT TO SCALE



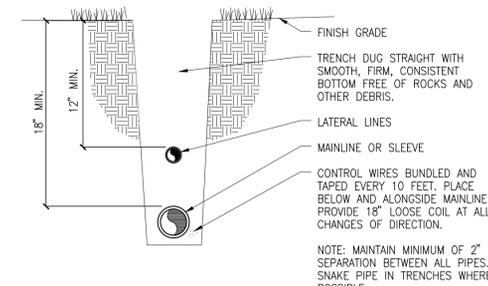
8 SHRUB PLANTING
SCALE: NOT TO SCALE



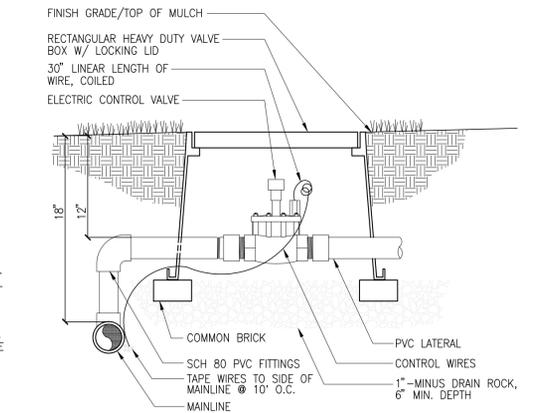
9 TREE GRATE AND FRAME
SCALE: NOT TO SCALE



11 QUICK-COUPLER VALVE
SCALE: NOT TO SCALE

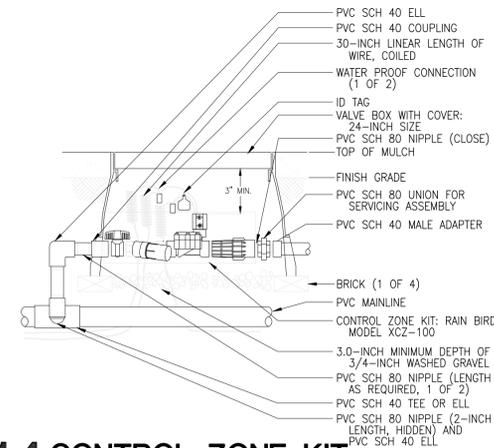


12 TRENCH SECTION
SCALE: NOT TO SCALE

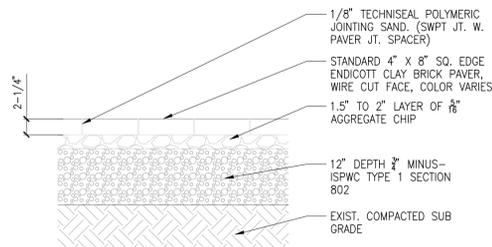


13 AUTOMATIC VALVE
SCALE: NOT TO SCALE

10 NOT USED
SCALE: NOT TO SCALE



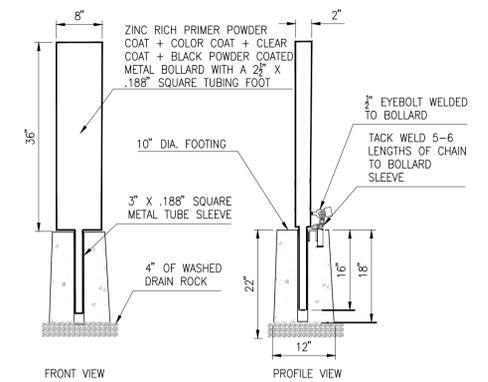
14 CONTROL ZONE KIT
SCALE: NOT TO SCALE



15 BRICK PAVER SECTION
NOT TO SCALE

16 NOT USED
NOT TO SCALE

17 NOT USED
NOT TO SCALE



18 REMOVABLE BOLLARDS
SCALE: NO SCALE



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CSHOA

PROJECT 15221	DATE 04-19-16
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
DETAIL SHEET

SHEET

L4.0
ORIGINAL SHEET SIZE
24" x 36"

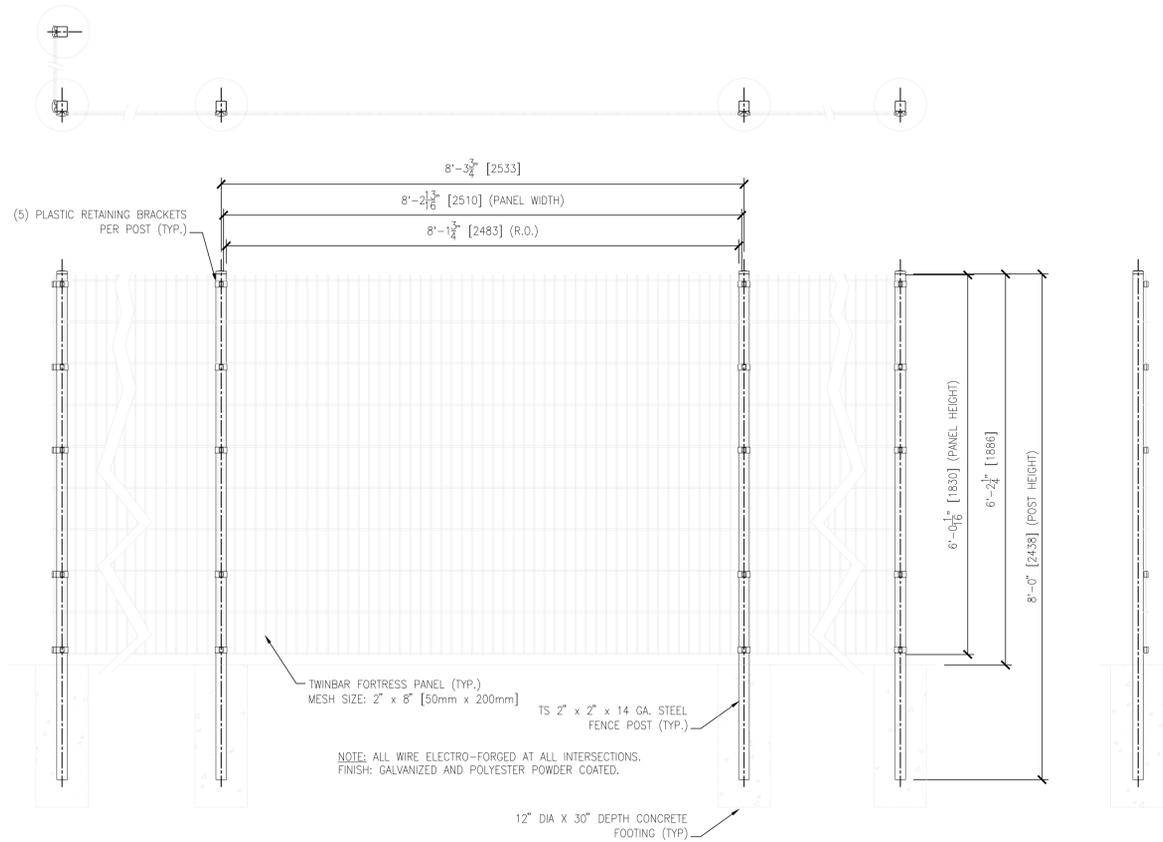
1 NOT USED
NOT TO SCALE

2 NOT USED
NOT TO SCALE

3 NOT USED
NOT TO SCALE

4 NOT USED
NOT TO SCALE

5 NOT USED
NOT TO SCALE



6 6' HEIGHT TWINBAR FORTRESS PANEL FENCE
NOT TO SCALE



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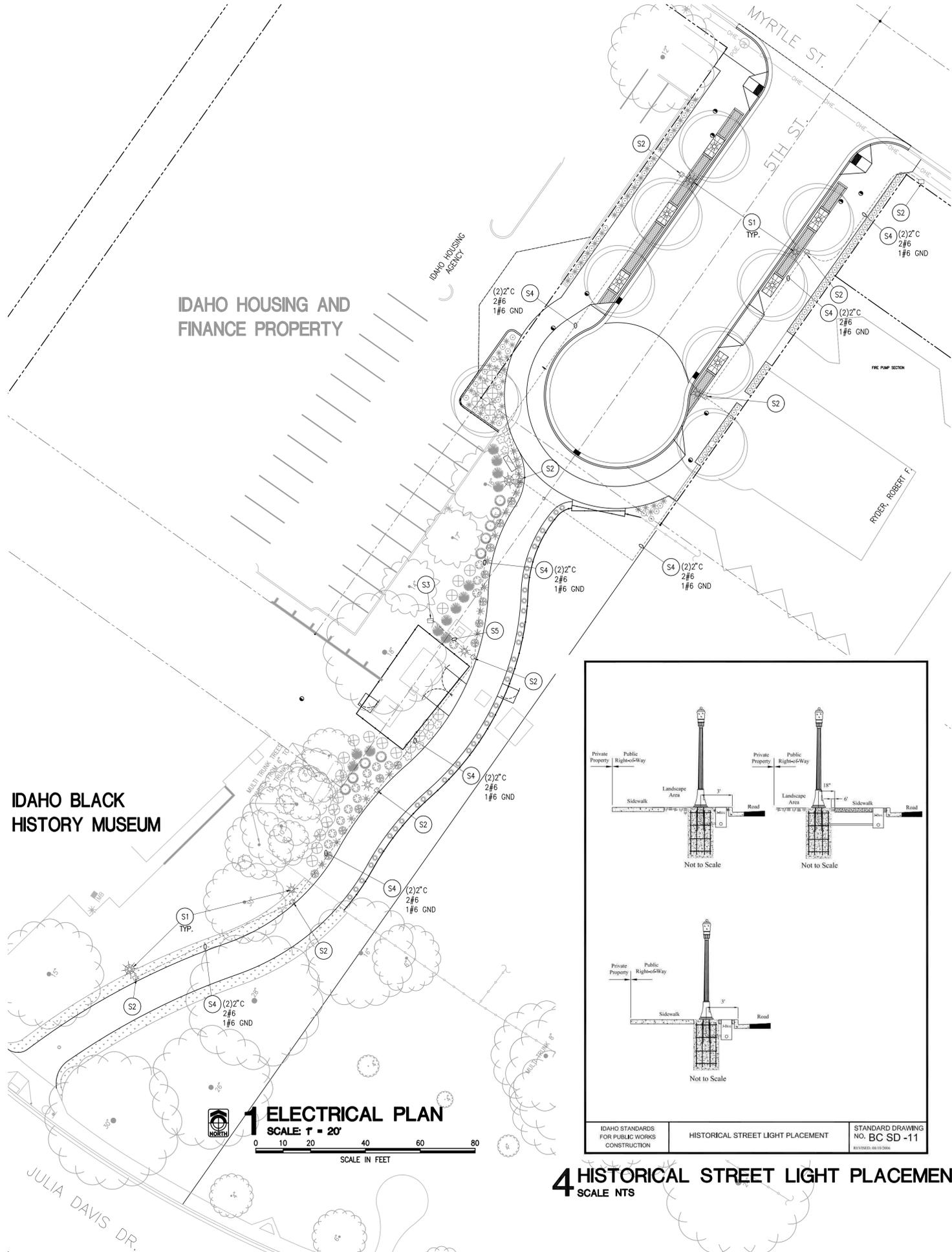
PROJECT 15221	DATE 04-19-16
DRAWN EWA	CHECKED KDH

REVISED

SHEET TITLE
DETAIL SHEET

SHEET
L4.1
ORIGINAL SHEET SIZE
24" x 36"

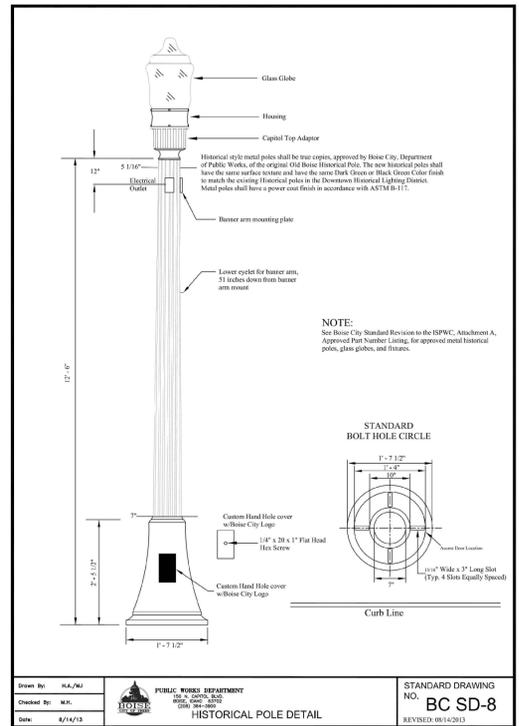




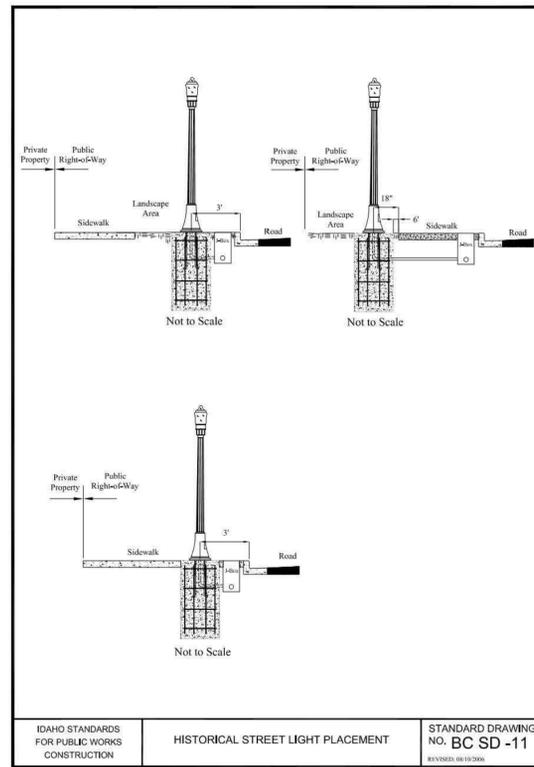
IDAHO HOUSING AND FINANCE PROPERTY

IDAHO BLACK HISTORY MUSEUM

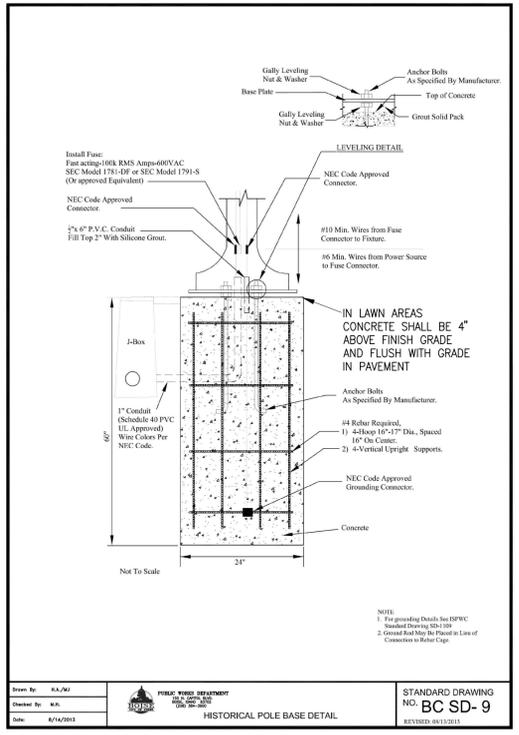
1 ELECTRICAL PLAN
SCALE: 1" = 20'
SCALE IN FEET



2 HISTORICAL POLE DETAIL
SCALE NTS



4 HISTORICAL STREET LIGHT PLACEMENT
SCALE NTS



3 HISTORICAL POLE BASE DETAIL
SCALE NTS

GENERAL NOTES:

- A. TYPE AND LOCATION OF EXISTING UTILITIES SHOWN IS BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND EXCAVATION. COORDINATE WITH UTILITY COMPANIES FOR SCHEDULING OF DISCONNECTION AND FOR CAPPING PROCEDURES. COORDINATE ALL DISRUPTIONS WITH UTILITY SERVICES WITH ARCHITECT AND ADJACENT BUSINESSES THREE DAYS PRIOR TO SCHEDULED DISRUPTION.
- B. DEMOLITION OF LIGHT POLES, ELECTRICAL CONDUIT AND UNDERGROUND UTILITIES SHALL NOT INTERFERE WITH THE OPERATION OF EXISTING LIGHTING, ELECTRICAL SYSTEM OF UTILITIES WHICH REMAIN. TEMPORARY REROUTING OF LINES MAY BE REQUIRED TO ENSURE CONTINUOUS OPERATION OF THOSE SYSTEMS NOT SCHEDULED FOR DEMOLITION.
- C. CONTRACTOR SHALL REFER TO THE CIVIL DRAWINGS FOR SITE COORDINATION OF DEMOLITION AND NEW CONSTRUCTION.
- D. OWNER/DEVELOPER IS RESPONSIBLE FOR ALL CONNECTION FEES TO IDAHO POWER FOR THE SERVICE CABINET.
- E. CONTRACTOR TO COORDINATE ALL WORK RELATED TO TRANSFORMER WITH IDAHO POWER.

SHEET NOTES:

- S1. FURNISH AND INSTALL NEW BOISE CITY HISTORIC LIGHTING POLE STANDARD AND ADJACENT FLUSH ELECTRICAL PULL BOX. CONDUIT AND WIRE PER BOISE CITY STANDARDS. SEE BOISE CITY NOTES BELOW. COORDINATE ALL WORK WITH BOISE CITY. SEE CIVIL DRAWINGS FOR FINAL LOCATIONS PER CCDC REQUIREMENTS.
- CITY APPROVED FIXTURES INCLUDE:
ANTIQUE STREET LAMPS:
PA B-120 12-6 3T3 CLD107811 EBB FG-S 601810 BAB25B4 BBA BI DGRG.
CONTINENTAL POLE & LIGHTING:
ID20-FT12-ID21-BA, RAL 6009, FLUTED-CAST ALUMINUM POLE W/CAPITOL INTEGRAL TO THE POLE (NO CAPITOL REQUIRED).
COOPER LIGHTING LED FIXTURE:
GRANVIL-50-E-1
CONTINENTAL POLE & LIGHTING GLASS GLOBE:
ID21-C445 TYPE 3
- S2. FURNISH AND INSTALL CITY APPROVED JUNCTION BOX, HUBBELL POWER SYSTEMS NO. PG1324HA00. ADD LOCATE WIRE. ON 5TH ST. PLACE JUNCTION BOXES WITHIN THE PAVERS.
- S3. FURNISH AND INSTALL A SINGLE METERED SERVICE CABINET MOUNTED IN CITY PARK PROPERTY. AVAILABLE FAULT CURRENT AT METER NOT TO EXCEED 22K AIC. COORDINATE WITH IDAHO POWER FOR SERVICE TO NEW CABINET. VERIFY FAULT CURRENT. METER CABINET SHALL BE: MYERS 20 INCH WIDE 240 VOLT 10K AIC MEUG20-M100-ITD-4CKT-BOISE-10K DRAWING 5102272
- S4. FURNISH, INSTALL AND LABEL CITY REQUIRED TWO 2 INCH SCHEDULE 40 PVC CONDUITS WITH 2 #6 AWG COPPER AND 1 #6 AWG COPPER GND. ONE FOR LIGHTING AND ONE FOR RECEPTACLES. TYPICAL FOR ALL WIRE TO THE POLE JUNCTION BOXES AND BETWEEN POLE JUNCTION BOXES AND SERVICE.
- S5. IDAHO POWER FEEDERS TO SINGLE METERED SERVICE CABINET. IDAHO POWER TO MAKE ALL CONNECTIONS TO METER CABINET. COORDINATE METER INSTALLATION REQUIREMENTS WITH IDAHO POWER AND CITY OF BOISE PUBLIC WORKS.

BOISE CITY NOTES:

- A. CONTRACTORS INSTALLING LIGHTING WILL BE REQUIRED TO CONTACT BOISE CITY PUBLIC WORKS INSPECTION SECTION 48 HRS. PRIOR TO SCHEDULE THE PRELIMINARY INSPECTION PRIOR TO PLACING CONCRETE OR COVERING CONDUITS. IN ADDITION, THE ELECTRICAL CONTRACTOR IS REQUIRED TO CALL 24 HRS. IN ADVANCE TO SCHEDULE A FINAL INSPECTION BY THE BOISE CITY PUBLIC WORKS INSPECTION SECTION AFTER ALL WORK HAS BEEN COMPLETED. ELECTRICAL CONTRACTOR MUST BE PRESENT AT FINAL INSPECTION (TO SCHEDULE YOUR PUBLIC WORKS INSPECTION, PHONE 388-4725.) FOR METERED SERVICES AN ADDITIONAL INSPECTION IS REQUIRED BY THE ELECTRICAL INSPECTOR HAVING JURISDICTION AT THE PROJECTS LOCATION (BOISE CITY WITHIN CITY LIMITS, STATE IF IN THE COUNTY WITHIN THE CITY'S AREA OF IMPACT).
- B. DEVELOPER OR ELECTRICAL CONTRACTOR IS REQUIRED UPON COMPLETION OF ALL FINAL INSPECTIONS TO NOTIFY BOISE CITY PUBLIC WORKS STREET LIGHTING SECTION (388-4719) WHEN READY FOR POWER ENERGIZING TO NEWLY INSTALLED STREET LIGHTS WITHIN THE CITY LIMITS. PROVIDE THE CONTRACTOR'S NAME, SUBDIVISION NAME.
- C. FOR DESIGN INFORMATION OR QUESTION, CONTACT TOM MARSHALL WITH CITY OF BOISE PUBLIC WORKS STREET LIGHTS (202) 388-4719 ALL STREET LIGHTS SHALL BE INSTALLED PER ISPMW, NEC CODES, ACHO CODES FOR WORKING WITH IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISPMW.
- D. DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES TO ANY STREET LIGHTING CIRCUITS. ANY AND ALL IRRIGATION TIMERS, DECORATIVE LIGHTING ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES SHALL BE CONNECTED DIRECTLY TO IDAHO POWER AT AN IDAHO POWER APPROVED LOCATION VIA A SEPARATE CONDUIT SYSTEM.
- E. UNDERGROUND WIRE SHALL BE #6 COPPER, AWG, THINW, 600 VOLT INSULATED (NO ALUMINUM WIRE.)
- F. ALL ELECTRICAL CONDUIT SHALL BE SCHEDULE 40, PVC, UL LABELED.
- G. A LOCATING WIRE IS REQUIRED IN ALL EMPTY PVC ELECTRICAL CONDUITS.
- H. FOR SERVICE CABINET INSTALLATION AN ELECTRICAL PERMIT IS REQUIRED FROM BOISE CITY BUILDING DEPARTMENT.
- I. INSPECTION OF SERVICE CABINET WITHIN THE CITY WILL BE THROUGH BOISE CITY BUILDING DEPARTMENT ELECTRICAL SECTION AS WELL AS THE PUBLIC WORKS INSPECTION DEPT. THE BUILDING DEPARTMENT INSPECTION MUST BE ACCOMPLISHED FIRST BEFORE CALLING FOR THE PUBLIC WORKS FINAL INSPECTION. TO SCHEDULE YOUR CITY BUILDING DEPT. ELECTRICAL INSPECTION OR FOR PERMIT INFORMATION, PHONE 384-3804 OR 384-3805.



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JULIA DAVIS 5TH STREET ENTRANCE
131 W. MYRTLE ST.
CSHQA

PROJECT 15221 DATE 04-19-16
DRAWN EWA CHECKED KDH

SHEET TITLE
ELECTRICAL PLAN

SHEET
E1.0
ORIGINAL SHEET SIZE 24" x 36"

EXHIBIT D

Detailed Cost Estimates for the City Project

Item	Description	Total		
		Amount		
		JD Park Budget Update 072216	JD Park 90% Plans	Variance

A **5th Street**

02. Traffic Control

----	Traffic Control (One Lane Closed)	3,226	3,227	(1)
----	Pedestrian Traffic Control (One BLK, One Side)	1,613	1,613	0
10	Temporary Orange Plastic Fencing	1,227	1,228	0
10	Temp Chain Link Pannels	3,682	3,683	(1)
	02. Traffic Control	9,748	9,750	(2)

03. Demo

----	Asphalt Demo	17,673	17,677	(4)
----	*Allowance extra depth Asphalt Demo	8,836	8,839	(2)
----	Remove Chain Link Fence	614	614	0
----	Demo Storm Drain	3,068	3,069	(1)
----	Tree Removal	6,750	6,752	(2)
	03. Demo	36,941	36,950	(9)

04. Roadway

----	Roadway Excavation (2.75' Section)	6,075	6,076	(1)
----	Pit Run Section			
----	Road Base Section 12"	12,150	12,153	(3)
----	Asphalt Paving	9,880	9,882	(2)
----	Concrete Paving	21,702	21,707	(5)
	04. Roadway	49,807	49,819	(12)

05. Silva Cells

----	Silva Cell (per cf)	61,358	85,238	(23,880)	3,000 CF to 2,160CF
----	Storm Drain 8" SDR 35 (Silva Cells)	2,344	2,345	(1)	
	05. Silva Cells	63,702	87,582	(23,880)	

06. Perm. Pavers

----	Drop Inlet	920	921	0
----	Storm Drain 8" SDR 35 (Perm Pavers)	781	782	0
	06. Perm. Pavers	1,702	1,702	0

08. Conc. Curbs

----	Curb and Gutter (Handset)	11,357	11,360	(2)
----	Drop Inlet	1,841	1,841	0
	08. Conc. Curbs	13,198	13,201	(3)

09. Conc. Hardscape

----	Sidewalk Excavation 12" Section	2,234	2,234	(1)
----	Sidewalk Gravel Section	10,671	10,673	(2)
----	Concrete Approach (Additional Depth)	1,350	1,350	0
----	Scored 2x2 Concrete Paving	46,552	46,562	(10)
10	2x2 Concrete Dome	2,943	2,944	(1)
	09. Conc. Hardscape	63,750	63,764	(14)

10. Brick Pavers

----	CCDC Brick Pavers	9,831	9,833	(2)
	10. Brick Pavers	9,831	9,833	(2)

12. Street Lights

----	Mayers Cabinet Connection	3,068	3,069	(1)
----	CCDC Light Pole, J-Box, Base, Conduit	29,869	29,876	(7)

Item	Description	Total		
		Amount		
		JD Park Budget Update 072216	JD Park 90% Plans	Variance
	12. Street Lights	32,937	32,945	(8)
13. Trees				
20	Irrigation & Sprinklers	6,136	6,138	(1)
----	Landscpaing	3,682	6,138	(2,456)
----	CCDC Spec Tree w/ Drip	20,618	20,623	(5)
----	CCDC Tree Grate	11,326	11,329	(2)
----	CCDC Tree Grate Frame	4,987	4,988	(1)
----	Tree Well Foundation	2,363	2,364	0
	13. Trees	49,113	51,580	(2,467)
	A 5th Street	330,729	357,126	(26,397)

B Julia Davis Park Path

03. Demo				
----	Tree Removal (Extra LG)	1,227	1,228	0
----	Clear and Grub Grass	1,473	1,473	0
	03. Demo	2,700	2,701	(1)
09. Conc. Hardscape				
----	Sidewalk Excavation 12" Section	1,675	1,676	0
----	Sidewalk Gravel Section	8,003	8,005	(2)
----	Concrete Sidewalk 5" x 12'	34,914	34,922	(8)
	09. Conc. Hardscape	44,593	44,602	(10)
12. Street Lights				
----	Mayers Cabinet Connection	3,068	3,069	(1)
----	CCDC Light Pole, J-Box, Base, Conduit	29,869	29,876	(7)
----	Trenching and Excavation	1,473	1,473	0
	12. Street Lights	34,410	34,418	(8)
13. Trees				
20	Irrigation & Sprinklers Repair	2,455	3,069	(614)
20	Irrigation & Sprinklers	2,455	2,455	(1)
----	Sod Repair	1,473	1,473	0
----	Landscpaing	1,227	3,683	(2,455)
	13. Trees	7,609	10,680	(3,071)
14. Site Furnishings				
----	Vinyl Coated Chain Link	24,546		24,546
----	Metal Wire Fence		29,462	(29,462)
----	Bollard	2,455	2,455	(1)
	14. Site Furnishings	27,000	31,917	(4,917)
	B Julia Davis Park Path	116,311	124,318	(8,006)
	Total	447,040	481,444	(34,404)



AGENDA BILL

Agenda Subject: Resolution #1464 Approval of a 2nd Amendment to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project		Date: September 12, 2016
Staff Contact: Karl Woods Mary Watson	Attachments: <ol style="list-style-type: none"> 1. Resolution #1464 2. Amendment No. 2 to CM/GC Agreement with Guho Corp. 3. Bid Opening Information 	
Action Requested: Adopt Resolution #1464 approving and authorizing the execution of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project		

Fiscal Notes:

Amendment No. 2 approves \$3,221,478.22 for construction services to complete approximately 60% of the Broad Street – LIV District Public Infrastructure Improvement Project: from 5th Street to 2nd Street and the segment of 5th Street south into Julia Davis Park. The Amendment allocates a little more than half of the project budget and keeps CCDC on track overall.

This Amendment does not include costs for construction between Capitol Boulevard and 5th Street – the congested construction area of the new Marriott hotel, Boise Brewing, and the Fowler apartments. CCDC and Guho Corp. anticipate a final GMP amendment later this year when it would be more suitable for Guho Corp. to mobilize for construction on that two-block portion of the project.

CCDC's FY2016 / 2017 budgets

Streetscape budget	\$4,500,000	
Geothermal budget	\$1,000,000	(Including \$500,000 cost share with City of Boise)
JD Park Entry budget	\$ 470,000	(Including \$60,000 cost share with City of Boise)
Fiber Optic budget	\$ 310,000	
ACHD costs share	<u>\$ 326,000</u>	(Anticipated value)
Total Project Budget	\$6,606,000	

Guho Corp. Contract Summary

Pre-construction	\$ 75,091	<i>executed March 27, 2016</i>
Amendment No. 1	\$ 288,690	(Geothermal pipe and fitting procurement)
Amendment No. 2	\$3,221,478.22	(Geothermal install, JD Entry, streetscapes, fiber optic)
Amendment No. 3	<u>\$ TBD</u>	
Total Guho Contract	\$3,585,259.22	

Planning and Design Soft Costs

Obligated soft costs \$444,931 *design work: ZGF Architects, Jensen-Belts Associates*

Total Project Budget:	\$6,606,000
Less Total CCDC Obligations to date:	\$4,030,190
	<hr/>
Balance:	\$2,575,810

In order to address any unforeseen circumstances that can arise during construction, Resolution #1464 authorizes the Executive Director to amend the GMP amount up to 5%, if determined necessary in his best judgment.

Background:

Construction of the Broad Street – LIV District Public Infrastructure Improvement Project is anticipated to begin in September 2016. This Amendment No. 2 to the Construction Manager General Contractor (CM/GC) contract with Guho Corp. represents authorization to proceed with most of the construction elements of the project, such as: geothermal installation; construction of the new non-motorized entry into Julia Davis Park at 5th Street; a wide variety of streetscape improvements including fiber optic expansion and a complete roadway rebuild from 2nd Street to 5th Street; and procurement of long lead time items for streetscape improvements from 5th Street to Capitol Boulevard. Later this year, CCDC and Guho Corp. will need to execute one final GMP amendment for the balance of construction work from Capitol Boulevard to 5th Street, thereby finalizing all project components.

Funding for the LIV District Public Infrastructure Improvement Project was included in the 2016 and 2017 CIPs and Board-approved budgets.

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 and the award of subcontracts. Here, the CM/GC contract with Guho Corp. allows us to amend the contract by setting an amended Guaranteed Maximum Price (GMP) to proceed with those portions of the project which have been approved and bid. As the project progresses, the parties plan to amend the CM/GC contract one final time to include all remaining project components; a final GMP will be provided by Guho Corp. for CCDC’s approval.

Guho Corp. has competitively bid the various packages comprehended by this Amendment No. 2 and is required to award the contracts to the lowest responsible bidders in accordance with Idaho Code § 54-4511. Representatives from CCDC and the City of Boise have been present for bid openings. The GMP proposal includes the lowest responsive subcontractor bids. Upon approval of Resolution #1464, Guho will begin awarding subcontracts and mobilizing for construction.

Staff Recommendation:

Staff recommends the Board find it in the best interest of CCDC and the public to adopt Resolution #1464 approving Amendment No. 2 to the CM/GC contract with Guho Corp. to proceed with construction of the Broad Street – LIV District Public Infrastructure Improvement Project.

Suggested Motion:

I move to adopt Resolution #1464 approving and authorizing the execution of the 2nd Amendment to the CM/GC Contract with Guho Corp.

RESOLUTION NO. 1464

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. 2 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. TO ESTABLISH THE GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION OF THE BROAD STREET – LIV DISTRICT PUBLIC INFRASTRUCTURE IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2; 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 ("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 materials and buy-out of subcontracts; and

WHEREAS, on June 13, 2016, the Agency Board of Commissioners adopted Resolution No. 1452 approving and authorizing the Executive Director to execute "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. for early procurement of geothermal materials as a long lead-time material for the Project; and

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to establish a Guaranteed Maximum Price (GMP) for the construction services associated with the Agency's Broad Street – LIV District Public Infrastructure Improvement Project using the CM/GC construction delivery method; 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. 2 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. 2 to the Construction Manager / General Contractor construction agreement with Guho Corp., approving the Guaranteed Maximum Price of THREE MILLION FIVE HUNDRED TEN THOUSAND ONE HUNDRED SIXTY-EIGHT AND 22/100 DOLLARS (\$3,510,168.22), which amount includes \$288,690 previously approved with Amendment No. 1 by the Board on June 13, 2016, for procurement of geothermal materials, plus up to 5% of this amount to address unforeseen circumstances if determined necessary in his best judgment.

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 September 12, 2016. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on September 12, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Secretary

AMENDMENT NO. 2 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated 9/7/2016.

Pursuant to Section 3.3 of the Agreement dated 3/27/2016 between the Owner, Capitol City Development Corporation and the Contractor, Guho Corp for LIV District Public Infrastructure Improvement Project (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, including Amendment No. 1, dated 6/13/2016 is Three Million, Five Hundred Ten Thousand, One Hundred Sixty Eight Dollars and Twenty Two Cents (\$3,510,168.22).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated 9/7/2016, 1 page.

EXHIBIT B Allowance Items, dated 9/7/2016, 1 page.

EXHIBIT C Assumptions and Clarifications on which the GMP is based, dated 9/7/2016, 2 pages.

EXHIBIT D Schedule of Work, dated 9/7/2016, 5 pages.

EXHIBIT E Schedule of Values/ Unit Prices, dated 9/7/2016, 5 pages.

EXHIBIT F Subcontracts and self-performed work by the Contractor, dated 9/7/2016, 3 pages.

EXHIBIT G Purchase Orders, dated 9/7/2016, 3 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is 3/24/2017.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: 4/24/2017 or within Thirty (30) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.



This Amendment is entered into as of 9/7/2016.

ATTEST: _____

OWNER: Capitol City Development Corporation

BY: _____

PRINT NAME John Brunelle

PRINT TITLE Executive Director

ATTEST: _____

Corinne Guho

CONTRACTOR: Guho Corp

BY: _____

Nick J. Guho

PRINT NAME Nick J. Guho

PRINT TITLE President

END OF DOCUMENT.





EXHIBIT A

9 / 7 / 2016

Drawing and Specification Log

Page	Title	Stamped Date
Central Addition LIV District Broad Street Improvement Plan Set		
C-1	Civil Notes	9/6/2016
C-2	Civil Details	9/6/2016
C-3	Civil Details	9/6/2016
C-4	Civil Details	9/6/2016
C-5	Civil Details	9/6/2016
C-6	Civil Details	9/6/2016
C-7	Civil Details	9/6/2016
C-13	Civil Demolition Plan: 5th St. to 4th St.	9/6/2016
C-14	Civil Demolition Plan: 4th St. Intersection	9/6/2016
C-15	Civil Demolition Plan: 4th St. - 3rd St.	9/6/2016
C-16	Civil Demolition Plan: 3rd St. Intersection	9/6/2016
C-17	Civil Demolition Plan: 3rd St. - 2nd St.	9/6/2016
C-18	Civil Demolition Plan: 2nd St. Intersection	9/6/2016
C-23	Civil Plan: 5th St. to 4th St.	9/6/2016
C-24	Civil Plan: 4th St. Intersection	9/6/2016
C-25	Civil Plan: 4th St. - 3rd St.	9/6/2016
C-26	Civil Plan: 3rd St. Intersection	9/6/2016
C-27	Civil Plan: 3rd St. - 2nd St.	9/6/2016
C-28	Civil Plan: 2nd St. Intersection	9/6/2016
C-32	Silva Cell & Fiber Optic Plan: 5th and Broad Intersect	8/23/2016
C-33	Silva Cell & Fiber Optic Plan: 5th St. to 4th St.	9/6/2016
C-34	Silva Cell & Fiber Optic Plan: 4th St. Intersection	9/6/2016
C-35	Silva Cell & Fiber Optic Plan: 4th St. - 3rd St.	9/6/2016
C-36	Silva Cell & Fiber Optic Plan: 3rd St. Intersection	9/6/2016
C-37	Silva Cell & Fiber Optic Plan: 3rd St. - 2nd St.	9/6/2016
C-38	Silva Cell & Fiber Optic Plan: 2nd St. Intersection	9/6/2016
ST-1	Streetscapes Notes	9/6/2016
ST-2	Streetscapes Details	9/6/2016
ST-3	Streetscapes Details	9/6/2016
ST-4	Streetscapes Specifications	9/6/2016
ST-10	Streetscapes Plan: 5th St. to 4th St.	9/6/2016
ST-11	Streetscapes Plan: 4th St. Intersection	9/6/2016
ST-12	Streetscapes Plan: 4th St. - 3rd St.	9/6/2016
ST-13	Streetscapes Plan: 3rd St. Intersection	9/6/2016
ST-14	Streetscapes Plan: 3rd St. - 2nd St.	9/6/2016
ST-15	Streetscapes Plan: 2nd St. Intersection	9/6/2016

Page	Title	Stamped Date
Julia Davis 5th Street Entrance		
G0.1	Title Sheet	7/16/2016
C0.0	eneral information Sheet	7/16/2016
C1.0	Demolition Plan	7/16/2016
C2.0	d Sediment Control Plan	7/16/2016
C3.0	th Street Plan and Profile	7/16/2016
C3.1	Park Grading Plan	7/16/2016
C4.0	Silva Cells	7/16/2016
L1.0	Landscape Plan	7/16/2016
L2.0	Irrigation Plan	7/16/2016
L4.0	Detail Sheet	7/16/2016
L4.1	Detail Sheet	7/16/2016
E1.0	Site Electrical Plan	7/16/2016
City of Boise Central Addition Geothermal Pipeline		
G-001	Cover Sheet	7/18/2016
G-002	Index of Sheets	7/18/2016
G-003	General Notes	7/18/2016
V-101	Survey Control	7/18/2016
V-102	Survey Control	7/18/2016
C-201	Plan and Profile Broad St. STA 2+00-5+50	7/18/2016
C-202	Plan and Profile Broad St. STA 5+50-9+50	7/18/2016
C-203B	Plan and Profile 5th St STA 10+00-12+50	8/2/2016
C-204B	Plan and Profile 5th St STA 12+50-16+75	8/2/2016
C-205	Plan 3rd St. and Front St.	7/18/2016
C-501	DETAILS	7/18/2016
C-502	DETAILS	7/18/2016
C-503	DETAILS	7/18/2016
C-504	DETAILS	7/18/2016
C-505	DETAILS	7/18/2016
C-506	DETAILS	7/18/2016
C-507	DETAILS	7/18/2016
C-508	DETAILS	7/18/2016
Specification's and Special Provisions		7/14/2016



**LIV Public Infrastructure Improvement Project
 Allowances**

EXHIBIT B

9/7/2016

Description	Quantity	Unit Cost	Total	
			Unit Cost	Amount
A				
<hr/>				
5th St/Julia Davis				
01.5713.10	Erosion and Sediment Control			2,500
02.4113.21	Additional Subsurface Demo Allowance			1,283
32.9433.30	Sod Repair			4,000
5th St/Julia Davis				7,783
Broad 5th to 2nd				
01.1200.00	Allowance- Utility Relocates			25,000
01.5400.10	Cold Weather Allowance			19,950
01.5713.10	Erosion and Sediment Control			10,000
02.4113.21	Additional Subsurface Demo Allowance			12,875
10.1453.10	Traffic Signage			3,500
32.9433.30	Sod Repair			17,995
Broad 5th to 2nd				89,320
Fiber				
12.9300.99	Custom Manhole Lids			15,000
Fiber				15,000
Geothermal				
01.5713.10	Erosion and Sediment Control			5,000
Geothermal				5,000
A				117,103



EXHIBIT C

Assumptions and Clarifications

9 / 7 / 2016

General Conditions

- Project Start Date of 9/24
- Winter Factor
 - Cannot Place Asphalt below 40 degrees
- Complete Three Block Minus some paving, Temp Patch and then Final Pave in Spring.
- Staging Area provided by Boise Parks from 9/16 - 4/17
- Temp Power from Geothermal Well Panel
- Contractor Parking at CCDC Lot on Front and 5th/6th

Traffic Control

- ACHD Permits waived
- Full Road Closure on Broad 5th to 2nd
- Intersections reduced to one direction
- ITD ROW Permit for Front and Myrtle Work
- Temp Orange/Chain Link Fencing
- Temp Pedestrian Sidewalk to Mountain America Credit Union

Allowances for Utilities

- Intermountain Gas Grounding Station \$ 7,500
- Remove Telephone Poles and Trench Underground on 2nd and Broad \$ 7,500
- Fiber Vault Relocate (4th and Broad) 10-ft +/-, expose and move box using slack in the lines \$ 5,000
- Fiber Vault Relocate (3rd and Broad) 10-ft +/-, expose and move box using slack in the lines \$ 5,000
- Intermountain Gas Lines are below new seepage bed elevations on 5th/4th- No Allowance Included
- Idaho Power lines are below new seepage bed elevations on 5th/4th- No Allowance Included

Cold Weather Allowances

- Concrete Blankets Allowance is included for Cold Weather
- Temp Asphalt Patch once temps fall below 40 degrees
- Evaluate Weather prior to opening new areas to determine best plan
- Extreme Cold and Moisture will postpone work

Additional Subsurface Demo Allowance

- Covers slight unforeseen conditions underground
- Possible increased asphalt profile (>4")

Traffic Signage

- Final traffic Signage TBD by ACHD

Unsuitable Soils

- 500 cyds of export and import for unsuitable soils

Streetlights

- Relocate (2) High Mast Lights
- Retrofit (2) Existing Light Poles to New Style

Sod Repair Allowance



- Full Area Replacement covered use as needed
- Grade Elevation changes at new back of sidewalk will require some adjustment to existing planter beds

Silva Cells Soil Mix

- Based on Prior Approved Mix, final mix TBD
- Project Specific Testing

Geothermal

- Tool Rental Based on 3-month duration
- Asphalt Patch Back
 - 30-ft Overlay on Myrtle
 - Full Lane Overlay on Front St
 - Temp Patch on Broad between Capitol and 5th as required between phases
- Backfill with Native Soils
- Night Work along 5th Street to minimize impact to Fowler Project
- Night Work on 5th Street South of Myrtle to allow for business access during day
- De-Watering Ground Water Not Included
- Pressure Test of Connections at Main Tie-In is not included
- Project Lockout/Tag Out Program for Geothermal Valves
- Capitol Blvd Tie In, Injection Well Wye and Flow Meter Scheduled before Nov 1, 2016
- Final connection tie in will need to be discussed once we get closer to determine best timing based on weather conditions (may need to delay until Spring)
- Front Street Repairs/3rd Street Crossover pending changes to combine
- Site Specific FRP Training Provided to Installer, CM/GC and City on 8/31, pending test results

Julia Davis 5th Street Entrance

- Fencing Vinyl Coated Chain-link, Color TBD
- Additional Concrete included for Swing Gates 20-ft x 10-ft
- Irrigation Piping all Sch 40 instead of CL200 @ Min 18" Depth
- Sequencing of work to allow access to business on East Side of 5th during sidewalk construction
- West Parking Lot Access closed
- Pathway Construction to commence once Geothermal Pipe is complete
- Slight Irrigation Modification Allowance for Pathway, no relocation of Main Lines
- Asphalt Road Section to Match Broad Street 2.5"/11"

Fiber Plans

- Placing Empty Conduits only
- Terminate in Junction Boxes and Cap
- Grout Seal at Penetration
- Includes Budget from CCDC for Custom Man Hole Lids

Broad Street Items changed on 9/6/16 Plans not included

- Eliminated one tree between station 15+80 – 16+70, which affected the Silva cell layout.
- Keep the century link fiber optic box at station 15+83 in its current location.
- Add 150' of 15" SDR 35 PVC pipe and a catch basin to sheet C-23.
- Vertical curb footer depth increased to 6"
- Signal Conduit on 5th and Myrtle



EXHIBIT D

LIV Public Infrastructure Improvement Project Construction Schedule Overview September 7, 2016

ID	Task Name	Duration	Start	Finish	August 7/31/16 Downtown Event Calendar	September 8/14/16 Downtown Event Calendar	October 9/19/16 Downtown Event Calendar	November 10/23/16 Downtown Event Calendar	December 12/12/16 Downtown Event Calendar	January 1/11/17	February 2/5/17	March 3/5/17	April 4/16/17	May 4/30/17
1	Downtown Event Calendar	50 days	Mon 9/12/16	Fri 11/18/16										
10	Phase I Streetscapes 5th to 2nd	135 days	Mon 9/19/16	Fri 3/24/17										Phase I Streetscapes 5th to 2nd
11	5th to 4th Street	41 days	Mon 9/19/16	Mon 11/14/16		5th to 4th Street								
78	4th to 3rd	40 days	Mon 10/24/16	Fri 12/16/16		4th to 3rd								
154	3rd to 2nd	29 days	Thu 11/24/16	Tue 1/3/17			3rd to 2nd							
212	Spring Paving	10 days	Mon 3/13/17	Fri 3/24/17								Spring Paving		
219	Geothermal Expansion	89 days	Wed 9/7/16	Mon 1/9/17										
220	Material Delivery	20 days	Wed 9/7/16	Tue 10/4/16										
225	Broad Street (Capitol to Trader Joes)	15.5 days	Mon 9/19/16	Mon 10/10/16										
249	Injection Well Connection	8 days	Tue 10/4/16	Fri 10/14/16										
257	Injection Well Flow Meter	6 days	Tue 10/4/16	Wed 10/12/16										
267	Front Street Repair/3rd Street	6 days	Thu 10/13/16	Fri 10/21/16										
274	5th Street Collection Main Line	23 days	Thu 10/20/16	Mon 11/21/16										
304	Broad St. (Trader Joes to 6th Street)	19 days	Fri 11/18/16	Wed 12/14/16										
320	Broad and 6th Intersection	4 days	Thu 12/15/16	Tue 12/20/16										
327	Broad St. (6th to 5th)	15 days	Tue 12/20/16	Mon 1/9/17										
339	Julia Davis 5th Street Entrance	34 days	Mon 1/9/17	Fri 2/24/17										
340	5th Street	34 days	Mon 1/9/17	Fri 2/24/17										
355	Julia Davis Entrance	28 days	Tue 1/17/17	Thu 2/23/17										



LIV Public Infrastructure Improvement Project Construction Schedule September 7, 2016

ID	Task Name	Duration	Start	Finish	August	September	October	November	December	January	February	March	April	May
60	Install Light Pole Base	3 days	Thu 10/20/16	Mon 10/24/16										
61	Curb and Gutter Prep	2 days	Mon 10/24/16	Tue 10/25/16										
62	Curb and Gutter Placement	2 days	Wed 10/26/16	Thu 10/27/16										
63	Sidewalk Prep	2 days	Fri 10/28/16	Mon 10/31/16										
64	Concrete Flatwork	3 days	Tue 11/2/16	Thu 11/3/16										
65	4th and Broad Intersection (West)	11 days	Mon 10/24/16	Mon 11/7/16										
66	Demo Sidewalk	1 day	Mon 10/24/16	Mon 10/24/16										
67	Sidewalk Excavation	1 day	Tue 10/25/16	Tue 10/25/16										
68	Curb and Gutter Prep	2 days	Wed 10/26/16	Thu 10/27/16										
69	Curb and Gutter Placement	2 days	Fri 10/28/16	Mon 10/31/16										
70	Sidewalk Prep	2 days	Tue 11/1/16	Wed 11/2/16										
71	Concrete Flatwork	3 days	Thu 11/3/16	Mon 11/7/16										
72	Ribbon Curb Placement	4 days	Fri 10/28/16	Wed 11/2/16										
73	Permeable Pavers	4 days	Thu 11/3/16	Wed 11/8/16										
74	Planter Bed/ Plant Trees	4 days	Wed 11/9/16	Mon 11/14/16										
75	Asphalt Road Demo/Excavation	2 days	Thu 11/3/16	Fri 11/4/16										
76	Road Base Section	2 days	Mon 11/7/16	Tue 11/8/16										
77	Asphalt Paving	1 day	Wed 11/9/16	Wed 11/9/16										
78	4th to 3rd	40 days	Mon 10/24/16	Fri 12/16/16										
79	Traffic Control (4th St. One Way Only)	13 days	Mon 10/24/16	Wed 11/9/16										
80	Traffic Control (Road Closed)	38 days	Wed 10/26/16	Wed 12/16/16										
81	Dig Alert Notification	0 days	Wed 10/26/16	Wed 10/26/16										
82	Tree Removal	1 day	Wed 10/26/16	Wed 10/26/16										
86	Light Pole Demo	2 days	Wed 10/26/16	Thu 10/27/16										
87	Survey Control	1 day	Thu 10/27/16	Thu 10/27/16										
88	4th and Broad Intersection (East)	11 days	Wed 10/26/16	Mon 11/21/16										
89	AREA I	17 days	Fri 10/28/16	Mon 11/21/16										
90	AREA II	17 days	Fri 11/4/16	Mon 11/28/16										
100	AREA III	19 days	Fri 11/11/16	Wed 12/7/16										
133	AREA IV	12 days	Tue 11/22/16	Wed 12/7/16										
141	Asphalt Road Demo/Excavation	2 days	Thu 12/1/16	Fri 12/2/16										
142	Road Base Section	2 days	Mon 12/5/16	Tue 12/6/16										
143	Asphalt Paving* (Weather Permitting)	1 day	Wed 12/7/16	Wed 12/7/16										
144	3rd and Broad Intersection (West)	11 days	Fri 11/25/16	Fri 12/9/16										
151	Ribbon Curb Placement	4 days	Thu 12/1/16	Tue 12/6/16										
152	Permeable Pavers	4 days	Wed 12/7/16	Mon 12/12/16										
153	Planter Bed/ Plant Trees	4 days	Tue 12/13/16	Fri 12/16/16										
154	3rd to 2nd	29 days	Thu 11/24/16	Tue 1/3/17										
155	Traffic Control (3rd St. One Way Only)	9 days	Fri 11/25/16	Wed 12/7/16										
158	Traffic Control (Road Closed)	22 days	Fri 11/25/16	Mon 12/28/16										
161	Dig Alert Notification	0 days	Thu 11/24/16	Thu 11/24/16										
162	Tree Removal	1 day	Fri 11/25/16	Fri 11/25/16										
163	Light Pole Demo	2 days	Fri 11/25/16	Mon 11/28/16										
164	Survey Control	1 day	Mon 11/28/16	Mon 11/28/16										
165	3rd and Broad Intersection (East)	9 days	Tue 11/29/16	Fri 12/9/16										
172	AREA III	16 days	Thu 12/1/16	Thu 12/22/16										
185	AREA IV	16 days	Wed 12/7/16	Wed 12/28/16										
198	2nd and Broad Intersection (West)	16 days	Tue 12/13/16	Tue 1/3/17										
208	Ribbon Curb Placement	2 days	Thu 12/22/16	Fri 12/23/16										
209	Permeable Pavers	3 days	Mon 12/26/16	Wed 12/28/16										
210	Planter Bed/ Plant Trees	4 days	Thu 12/29/16	Tue 1/3/17										
211	Asphalt Patch	1 day	Mon 12/26/16	Mon 12/26/16										
212	Spring Paving	10 days	Mon 3/13/17	Fri 3/24/17										
213	Traffic Control (Road Closed)	7 days	Wed 3/15/17	Fri 3/24/17										
216	Asphalt Road Demo/Excavation	3 days	Mon 3/13/17	Wed 3/15/17										
217	Road Base Section	5 days	Thu 3/16/17	Thu 3/16/17										
218	Asphalt Paving	2 days	Thu 3/23/17	Fri 3/24/17										



LIV Public Infrastructure Improvement Project Construction Schedule September 7, 2016

ID	Task Name	Duration	Start	Finish	August	September	October	November	December	January	February	March	April	May
292	Broad Street Line Down	3 days	Tue 11/15/16	Thu 11/17/16	7/17/24/31	8/7/14/21	9/4/11/18	10/2/9/16	11/3/10/17	12/12/19/26	1/13/20/27	2/10/17/24	3/10/17/24	4/7/14/21
295	Traffic Control (Road Closed @ Night)	12 days	Fri 11/18/16	Mon 11/21/16										
296	Excavate and Lay Pipe	5 days	Fri 11/18/16	Thu 11/24/16										
299	Install Fiber Conduits	4 days	Fri 11/18/16	Mon 11/21/16										
300	Install Thrust Blocks	2 days	Fri 11/18/16	Mon 11/21/16										
301	Pressure Testing	3 days	Fri 11/18/16	Mon 11/21/16										
302	Connection at Broad Street	2 days	Fri 11/18/16	Mon 11/21/16										
303	Asphalt Patch Back	2 days	Fri 11/18/16	Mon 11/21/16										
304	Broad St. (Trader Joes to 6th Street)	15 days	Fri 11/18/16	Wed 12/16/16										
305	Broad Street to Residence Inn Connection	15 days	Fri 11/18/16	Wed 12/16/16										
306	Excavation	3 days	Fri 11/18/16	Tue 11/22/16										
307	Lay Pipe	2 days	Fri 11/18/16	Thu 11/24/16										
308	Thrust Blocks	1 day	Fri 11/25/16	Fri 11/25/16										
309	Testing	1 day	Mon 11/28/16	Mon 11/28/16										
310	Service Connection	3 days	Tue 11/29/16	Thu 12/1/16										
311	Backfill and Compact	2 days	Fri 12/2/16	Tue 12/6/16										
312	Asphalt Patch	2 days	Wed 12/7/16	Thu 12/8/16										
313	Traffic Control (Road Closed Trader Joes Approach to 6th Street)	5 days	Wed 12/7/16	Wed 12/14/16										
316	Excavate and Lay Pipe	3 days	Wed 12/7/16	Fri 12/9/16										
317	Install Thrust Blocks	0.5 days	Mon 12/12/16	Mon 12/12/16										
318	Pressure Testing	0.5 days	Mon 12/12/16	Mon 12/12/16										
319	Backfill and Compact	2 days	Tue 12/13/16	Wed 12/14/16										
320	Broad and 6th Intersection	4 days	Thu 12/15/16	Tue 12/20/16										
321	Traffic Control (6th Street Intersection)	4 days	Thu 12/15/16	Tue 12/20/16										
324	Excavate and Lay Pipe	2 days	Thu 12/15/16	Fri 12/16/16										
325	Backfill and Compact	1 day	Mon 12/19/16	Mon 12/19/16										
326	Asphalt Patch	1 day	Tue 12/20/16	Tue 12/20/16										
327	Broad St. (6th to 5th)	15 days	Wed 12/20/16	Mon 1/9/17										
328	Broad Street Line Down	3 days	Thu 1/19/17	Mon 1/19/17										
331	Traffic Control (Road Closed 6th to 5th Street)	15 days	Tue 12/20/16	Mon 1/9/17										
334	Excavate and Lay Pipe	5 days	Tue 12/20/16	Mon 12/26/16										
335	Install Thrust Blocks	4 days	Wed 12/21/16	Mon 12/26/16										
336	Pressure Testing	2 days	Tue 12/27/16	Wed 12/28/16										
337	Backfill and Compact	5 days	Thu 12/29/16	Wed 1/4/17										
338	Connection onto Mainline	3 days	Thu 1/5/17	Mon 1/9/17										
339	Julia Davis 5th Street Entrance	34 days	Mon 1/9/17	Fri 2/24/17										
340	5th Street	33 days	Mon 1/9/17	Thu 2/23/17										
341	Traffic Control (Road Closed 5th Street So)	2 days	Tue 1/10/17	Wed 1/11/17										
344	Tree Removal	3 days	Thu 1/12/17	Mon 1/16/17										
345	Sidewalk Demo	5 days	Tue 1/17/17	Mon 1/23/17										
346	Excavation	4 days	Tue 1/24/17	Mon 1/30/17										
347	Siva Cell Installation	3 days	Wed 2/8/17	Fri 2/10/17										
348	Curb and Gutter	6 days	Thu 2/9/17	Thu 2/16/17										
349	Finish Grade	6 days	Thu 2/9/17	Thu 2/16/17										
350	Concrete Sidewalk	4 days	Fri 2/17/17	Wed 2/22/17										
351	Brick Paver Furnishing Zone	3 days	Fri 2/17/17	Tue 2/21/17										
352	Concrete Paving	3 days	Wed 2/22/17	Fri 2/24/17										
353	Asphalt Paving	5 days	Fri 2/17/17	Thu 2/23/17										
354	Irrigation and Landscaping	28 days	Tue 1/17/17	Thu 2/23/17										
355	Julia Davis Entrance	3 days	Tue 1/17/17	Thu 1/19/17										
356	Remove Fence	5 days	Fri 1/20/17	Thu 1/26/17										
357	Sprinkler Re-locate	5 days	Fri 1/20/17	Thu 1/26/17										
358	Excavation and Gravel Base	3 days	Fri 1/27/17	Thu 1/31/17										
359	Light Pole Trenching and Bases	5 days	Fri 1/27/17	Thu 2/9/17										
360	Concrete Pathway	5 days	Fri 2/10/17	Thu 2/16/17										
361	Fencing	5 days	Fri 2/17/17	Thu 2/23/17										
362	Landscape and Irrigation	5 days	Fri 2/17/17	Thu 2/23/17										



EXHIBIT E

LIV Public Infrastructure Improvement Project Guaranteed Maximum Price Phase I September 7, 2016

<u>Area</u>	<u>Amount</u>
Broad St. 5th to 2nd	1,750,146.00
Goothermal	785,735.00
5th St/Julia Davis	391,639.00
Fiber Infrastructure	168,290.00
Total	3,095,810.00
CM Fee 7.5%	232,185.75
	3,327,995.75
Bond	27,381.97
Contingency 5%	154,790.50
Guaranteed Maximum Price \$	3,510,168.22



**LIV Public Infrastructure Improvement Project
 Guaranteed Maximum Price Phase I
 September 7, 2016**

Description	Quantity	Unit Cost	Total		
			Unit Cost	Amount	
5th St/Julia Davis					
01.0000.00	General Conditions	1.00	mths	33,173.68 /mths	33,174
01.5526.11	Traffic Control	2.00	mths	1,920.00 /mths	3,840
01.5626.12	Temp Fencing	1,000.00	lf/m	2.00 /lf/m	2,000
01.5713.10	Erosion and Sediment Control	1.00	allo	2,500.00 /allo	2,500
01.7123.16	Survey	1.00	ls	2,600.00 /ls	2,600
02.4113.10	Selective Demo	1.00	ls	3,500.00 /ls	3,500
02.4113.20	Asphalt Demo	5,132.00	sqft	0.50 /sqft	2,566
02.4113.21	Additional Subsurface Demo Allowance	5,132.00	sqft	0.25 /sqft	1,283
02.4113.30	Sidewalk/Landscaping Demo	9,447.00	sqft	1.00 /sqft	9,447
10.1413.13	Bollards	2.00	ea	1,000.00 /ea	2,000
26.5613.10	Street Lights	8.00	ea	8,370.401/ea	66,963
31.1100.21	Road Base Section	7,115.00	sqft	2.50 /sqft	17,788
31.1100.30	Sidewalk Gravel Section	9,100.00	sqft	1.49 /sqft	13,559
31.1313.20	Tree Removal	12.00	ea	476.612/ea	5,719
31.2316.20	Road Excavation	7,115.00	sqft	1.79 /sqft	12,710
31.2316.30	Sidewalk Excavation	9,100.00	sqft	1.00 /sqft	9,100
32.1216.20	Asphalt Paving	5,132.00	sqft	2.15 /sqft	11,034
32.1313.10	Concrete Paving	2,042.00	sqft	4.90 /sqft	10,006
32.1313.32	Concrete Drive Approaches	2,284.00	sqft	5.00 /sqft	11,420
32.1316.31	Scored Sidewalk	6,952.00	sqft	4.151/sqft	28,858
32.1416.37	Brick Unit Pavers	445.00	sqft	18.43 /sqft	8,200
32.1613.40	Concrete Curbs w/ Prep	380.00	lf	32.711/lf	12,430
32.3113.10	Chain Link Fences	1.00	ls	16,572.00 /ls	16,572
32.9343.10	Trees and Irrigation	7.00	ea	1,756.00 /ea	12,292
32.9433.20	Landscape Planter Beds and Irrigation				23,290
32.9433.30	Sod Repair	1.00	allo	4,000.00 /allo	4,000
32.9443.10	Tree Grate and Frame	6.00	ea	2,389.320/ea	14,336
32.9446.10	Silva Cell	1,680.00	cf	26.99 /cf	45,343
33.4100.08	Storm Drain	232.00	lf	22.023/lf	5,109
5th St/Julia Davis					391,639



**LIV Public Infrastructure Improvement Project
 Guaranteed Maximum Price Phase I
 September 7, 2016**

Description	Quantity	Unit Cost	Total		
			Unit Cost	Amount	
<u>Broad 5th to 2nd</u>					
01.0000.00	General Conditions	4.00	mths	47,008.57 /mths	188,034
01.1200.00	Allowance- Utility Relocates	1.00	allo	25,000.00 /allo	25,000
01.5400.10	Cold Weather Allowance	1.00	allo	19,950.00 /allo	19,950
01.5526.11	Traffic Control	9.00	mths	4,563.333/mths	41,070
01.5626.12	Temp Fencing	2,350.00	lf/m	1.98 /lf/m	4,650
01.5713.10	Erosion and Sediment Control	1.00	allo	10,000.00 /allo	10,000
02.4113.20	Asphalt Demo	34,451.00	sqft	0.25 /sqft	8,613
02.4113.21	Additional Subsurface Demo Allowance	51,500.00	sqft	0.25 /sqft	12,875
02.4113.30	Sidewalk/Landscaping Demo	50,167.00	sqft	1.15 /sqft	57,692
05.7300.10	Metal Railing	70.00	ft	45.00 /ft	3,150
10.1453.10	Traffic Signage	1.00	allo	3,500.00 /allo	3,500
12.9300.10	Site Furnishing	7.00	ea	237.00 /ea	1,659
26.5613.10	Street Lights	18.00	ea	9,203.764/ea	165,668
31.0500.10	Unsuitable Soils Allowance	500.00	cyds	37.97 /cyds	18,985
31.1100.21	Road Base Section	34,451.00	sqft	0.96 /sqft	32,968
31.1100.30	Sidewalk Gravel Section	29,231.00	sqft	1.49 /sqft	43,554
31.1313.20	Tree Removal	27.00	ea	320.00 /ea	8,640
31.2316.20	Road Excavation	34,451.00	sqft	1.002/sqft	34,506
31.2316.21	Sidewalk Excavation	50,167.00	sqft	1.002/sqft	50,256
32.1216.20	Asphalt Paving	34,451.00	sqft	1.613/sqft	55,571
32.1313.32	Concrete Drive Approaches	4,483.00	sqft	5.00 /sqft	22,415
32.1316.31	Scored Sidewalk	23,618.00	sqft	6.63 /sqft	156,590
32.1413.28	Permeable Pavers	6,921.00	sqft	12.64 /sqft	87,481
32.1613.40	Concrete Curbs w/ Prep	4,300.00	lf	32.903/lf	141,483
32.9343.10	Trees and Irrigation	49.00	ea	1,719.612/ea	84,261
32.9433.20	Landscape Planter Beds and Irrigation	4,222.00	sqft	10.933/sqft	46,159
32.9433.30	Sod Repair	1.00	allo	17,995.00 /allo	17,995
32.9443.10	Tree Grate and Frame	31.00	ea	2,453.00 /ea	76,043
32.9446.10	Silva Cell	7,310.00	cf	24.083/cf	176,047
33.4100.08	Storm Drain	1,400.00	lf	39.504/lf	55,305
33.4501.05	Seepage Beds	1,276.00	cyds	78.39 /cyds	100,025
					<u>1,750,146</u>

Broad 5th to 2nd

1,750,146



**LIV Public Infrastructure Improvement Project
 Guaranteed Maximum Price Phase I
 September 7, 2016**

Description	Quantity	Total		
		Unit Cost	Amount	
Fiber				
01.7329.10	Cut and Patch	1,250.00 sqft	5.37 /sqft	6,708
12.9300.99	Custom Manhole Lids	13.00 ea	1,153.85 /ea	15,000
31.2316.13	Trenching	2,145.00 lf	31.43 /lf	67,413
33.8126.10	Communications Vaults	23.00 ea	3,442.143/ea	79,169
				168,290



**LIV Public Infrastructure Improvement Project
 Guaranteed Maximum Price Phase I
 September 7, 2016**

Description	Quantity	Unit Cost	Total	
			Unit Cost	Amount
<u>Geothermal</u>				
01.0000.00	3.00	mths	19,204.55 /mths	57,614
01.5526.11	4.00	mths	5,870.00 /mths	23,480
01.5626.12	1,800.00	lf/m	2.07 /lf/m	3,726
01.5713.10	1.00	allo	5,000.00 /allo	5,000
32.1216.20	9,000.00	sqft	3.733/sqft	33,600
33.6011.00	1.00	ls	250,666.88 /ls	250,667
33.6012.16	1.00	ls	19,881.35 /ls	19,881
33.6100.10	1.00	ls	277,943.07 /ls	277,943
33.6100.20	1.00	ls	13,540.00 /ls	13,540
33.6100.30	1.00	ls	21,087.57 /ls	21,088
33.6100.40	1.00	ls	50,831.87 /ls	50,832
33.6100.50	1.00	ls	28,364.66 /ls	28,365
<u>Geothermal</u>				<u>785,735</u>



EXHIBIT F

**LIV Public Infrastructure Improvement Project
 Subcontracts**

9 / 7 / 2016

Description	Quantity	Subcontract	
			Amount
<u>Anvil Fence</u>			
32.3113.10	Chain Link Fences		16,572
	Anvil Fence		16,572
<u>Capitol Landscape</u>			
32.1413.28	Permeable Pavers		87,481
32.1416.37	Brick Unit Pavers		8,200
	Capitol Landscape		95,681
<u>Central Paving</u>			
02.4113.20	Asphalt Demo		8,613
31.1100.21	Road Base Section		32,968
31.2316.20	Road Excavation		34,506
32.1216.20	Asphalt Paving		43,896
	Central Paving		119,983
<u>Gingerich</u>			
32.9343.10	Trees and Irrigation		61,958
32.9433.20	Landscape Planter Beds and Irrigation		59,177
32.9433.30	Sod Repair		19,995
	Gingerich		141,130
<u>Guho Corp</u>			
31.1100.30	Sidewalk Gravel Section		42,264
32.9446.10	Silva Cell		204,270
33.4100.08	Storm Drain		23,387
	Guho Corp		269,921
<u>High Country Elect</u>			
26.5613.10	Street Lights		174,180
	High Country Elect		174,180
<u>Idaho Material</u>			
01.7329.10	Cut and Patch		3,208
02.4113.20	Asphalt Demo		2,566
02.4113.30	Sidewalk/Landscaping Demo		67,139
26.5613.10	Street Lights		9,265
31.1100.21	Road Base Section		17,788
31.2316.13	Trenching		46,511
31.2316.20	Road Excavation		12,710
31.2316.21	Sidewalk Excavation		50,256
32.1216.20	Asphalt Paving		44,634
32.1613.40	Concrete Curbs w/ Prep		40,793
32.9433.20	Landscape Planter Beds and Irrigation		2,814
32.9446.10	Silva Cell		16,616
33.4100.08	Storm Drain		18,664
33.4501.05	Seepage Beds		96,930
33.6100.40	Alt 2- 3rd Street Cross Over		1,613
33.6100.50	Alt 3- Front Street Repair		8,100
33.8126.10	Communications Vaults		32,240



LIV Public Infrastructure Improvement Project Subcontracts

Description	Quantity	Subcontract
		Amount
<i>Idaho Material</i>		<i>471,845</i>
<i>Pusher Const</i>		
32.1313.10	Concrete Paving	10,006
32.1313.32	Concrete Drive Approaches	33,835
32.1316.31	Scored Sidewalk	180,198
32.1613.40	Concrete Curbs w/ Prep	112,190
32.9443.10	Tree Grate and Frame	15,500
33.4100.08	Storm Drain	10,800
<i>Pusher Const</i>		<i>362,529</i>
<i>Specialty</i>		
01.5526.11	Traffic Control	57,830
<i>Specialty</i>		<i>57,830</i>
<i>Timmy Tree Service</i>		
31.1313.20	Tree Removal	7,909
<i>Timmy Tree Service</i>		<i>7,909</i>
<i>Titan Tech</i>		
31.2316.13	Trenching	12,400
33.6100.10	Geothermal Install	249,250
33.6100.30	Alt 1- Injection Well Flow Meter	9,700
33.6100.40	Alt 2- 3rd Street Cross Over	31,200
33.6100.50	Alt 3- Front Street Repair	7,300
<i>Titan Tech</i>		<i>309,850</i>
<i>* unassigned *</i>		
01.0000.00	General Conditions	3,500
01.1200.00	Allowance- Utility Relocates	
01.5400.10	Cold Weather Allowance	19,950
01.5526.11	Traffic Control	3,000
01.5626.12	Temp Fencing	4,250
01.5713.10	Erosion and Sediment Control	
01.7123.16	Survey	2,600
01.7329.10	Cut and Patch	3,500
02.4113.10	Selective Demo	1,500
02.4113.21	Additional Subsurface Demo Allowance	14,158
05.7300.10	Metal Railing	3,150
10.1413.13	Bollards	2,000
10.1453.10	Traffic Signage	3,500
12.9300.10	Site Furnishing	
12.9300.99	Custom Manhole Lids	
26.5613.10	Street Lights	3,200
31.0500.10	Unsuitable Soils Allowance	18,985
31.1100.30	Sidewalk Gravel Section	
31.1313.20	Tree Removal	2,400
31.2316.13	Trenching	3,500
31.2316.30	Sidewalk Excavation	9,100
32.1216.20	Asphalt Paving	11,675
32.1316.31	Scored Sidewalk	5,250
32.1613.40	Concrete Curbs w/ Prep	750
32.9343.10	Trees and Irrigation	



LIV Public Infrastructure Improvement Project Subcontracts

Description	Quantity	Subcontract	
		Amount	
32.9433.20	Landscape Planter Beds and Irrigation		
32.9433.30	Sod Repair	2,000	
32.9443.10	Tree Grate and Frame		
33.4100.08	Storm Drain		
33.4501.05	Seepage Beds		
33.6011.00	Pipe Package		
33.6012.16	Valves		
33.6100.10	Geothermal Install		
33.6100.20	Pipe Supports		
33.6100.30	Alt 1- Injection Well Flow Meter		
33.6100.40	Alt 2- 3rd Street Cross Over		1,500
33.6100.50	Alt 3- Front Street Repair		4,000
			<hr/>
			123,468



EXHIBIT G

LIV Public Infrastructure Improvement Project
 Purchase Orders

9 / 7 / 2016

Description	Quantity	Material	
			Amount
<u>Bray Valve</u> 33.6012.16	Valves		16,076
Bray Valve			16,076
<u>Cloverdale</u> 32.9343.10	Trees and Irrigation		26,000
Cloverdale			26,000
<u>Cloverdale Nursery</u> 32.9343.10	Trees and Irrigation		2,862
Cloverdale Nursery			2,862
<u>Deeproot</u> 32.9343.10	Trees and Irrigation		5,733
Deeproot			5,733
<u>Diamond St.</u> 32.9433.20	Landscape Planter Beds and Irrigation		7,459
Diamond St.			7,459
<u>Farwest Steel</u> 33.6011.00	Pipe Package		7,500
Farwest Steel			7,500
<u>HD Fowler</u> 31.2316.13	Trenching		5,002
HD Fowler			5,002
<u>Intermountain Valve</u> 33.6100.30	Alt 1- Injection Well Flow Meter Alt 2- 3rd Street Cross Over		5,332
33.6100.40			2,115
Intermountain Valve			7,447
<u>Northwest Geo</u> 33.4501.05	Seepage Beds		3,096
Northwest Geo			3,096
<u>Northwest Rec.</u> 32.9443.10	Tree Grate and Frame		55,707
Northwest Rec.			55,707
<u>Old Castle Precast</u> 33.4100.08	Storm Drain		3,164
Old Castle Precast			3,164
<u>Oldcastle</u>			

Description	Quantity	Material	
			Amount
33.8126.10	Communications Vaults		45,779
Oldcaslte			45,779
<u>Portland Bolt</u>			
33.6012.16	Valves		3,806
Portland Bolt			3,806
<u>Thermal Pipe Systems</u>			
33.6011.00	Pipe Package		233,167
33.6100.10	Geothermal Install		19,426
33.6100.30	Alt 1- Injection Well Flow Meter		3,032
33.6100.40	Alt 2- 3rd Street Cross Over		6,594
33.6100.50	Alt 3- Front Street Repair		4,976
			267,195
<u>* unassigned *</u>			
01.0000.00	General Conditions		13,575
01.1200.00	Allowance- Utility Relocates		
01.5400.10	Cold Weather Allowance		
01.5526.11	Traffic Control		
01.5626.12	Temp Fencing		
01.5713.10	Erosion and Sediment Control		5,000
01.7123.16	Survey		
01.7329.10	Cut and Patch		
02.4113.10	Selective Demo		500
02.4113.20	Asphalt Demo		
02.4113.21	Additional Subsurface Demo Allowance		
02.4113.30	Sidewalk/Landscaping Demo		
05.7300.10	Metal Railing		
10.1413.13	Bollards		
10.1453.10	Traffic Signage		
12.9300.10	Site Furnishing		1,484
12.9300.99	Custom Manhole Lids		
26.5613.10	Street Lights		16,658
31.0500.10	Unsuitable Soils Allowance		
31.1100.21	Road Base Section		
31.1100.30	Sidewalk Gravel Section		7,275
31.1313.20	Tree Removal		
31.2316.13	Trenching		
31.2316.20	Road Excavation		
31.2316.21	Sidewalk Excavation		
31.2316.30	Sidewalk Excavation		
32.1216.20	Asphalt Paving		
32.1313.10	Concrete Paving		
32.1313.32	Concrete Drive Approaches		
32.1316.31	Scored Sidewalk		
32.1413.28	Permeable Pavers		
32.1416.37	Brick Unit Pavers		
32.1613.40	Concrete Curbs w/ Prep		180
32.3113.10	Chain Link Fences		
32.9343.10	Trees and Irrigation		
32.9433.20	Landscape Planter Beds and Irrigation		
32.9433.30	Sod Repair		
32.9443.10	Tree Grate and Frame		13,145

Description	Quantity	Material	Amount
32.9446.10	Silva Cell		
33.4100.08	Storm Drain		4,175
33.4501.05	Seepage Beds		
33.6011.00	Pipe Package		10,000
33.6100.10	Geothermal Install		
33.6100.20	Pipe Supports		12,340
33.6100.30	Alt 1- Injection Well Flow Meter		
33.6100.40	Alt 2- 3rd Street Cross Over		4,240
33.6100.50	Alt 3- Front Street Repair		
<i>* unassigned *</i>			<hr/> 88,571



AGENDA BILL

Agenda Subject: Approval of Rankings for RFQ – Parking Operator 2016 (ParkBOI Public Parking Garages)	Date: September 12, 2016
Staff Contact: Mary Watson, Contracts Manager Max Clark, Parking & Facilities Director	Attachments: A. Resolution No. 1465 B. Interview Scoring C. Panel Interview Information, delivered August 17, 2016 D. Proposal Scoring E. Request For Qualifications (RFQ), issued July 8, 2016 F. Addendum 1 to the RFQ, issued July 22, 2016 G. Addendum 2 to the RFQ, issued July 25, 2016
Action Requested: Adopt Resolution No. 1465 approving the ranking for the RFQ – Parking Operator 2016 and authorizing the Executive Director to negotiate and execute a new Parking Operations Agreement for ParkBOI public parking garage management and operations.	

BACKGROUND

As a matter of good practice as well as compliance with the Board-adopted Parking Management Plan, CCDC periodically solicits proposals for parking management and operation of its public parking garages. While contracting for these professional services is excluded from the procurement rules set forth in the Idaho statutes, the agency’s Parking Management Plan requires this process no less frequently than every eight years.

The last competitive solicitation was issued in 2012, and as a result of that process the Board awarded the services contract to Ampco System Parking in association with The Car Park as a subcontractor. That contract commenced April 1, 2012 and ended September 30, 2012, with CCDC exercising four one-year extensions allowed by the contract. The most recent contract extension is set to expire September 30, 2016. Anticipating the expiration of the final contract extension, CCDC staff initiated a new solicitation for ParkBOI parking garage management and operations.

FOLLOWING A TRANSPARENT PROCESS

CCDC issued a Request for Qualifications (“RFQ”) on July 6, 2016, inviting parking management companies to submit proposals to handle operations of CCDC’s ParkBOI public parking garages. Legal notice of the RFQ was published in the *Idaho Statesman* on July 6 and 13, 2016. Representatives from six different companies attended CCDC’s mandatory pre-submittal conference on July 20, 2016. Thereafter, the following four companies submitted their proposals by the August 5, 2016, submission deadline: Diamond Parking Service, LLC; Republic Parking NW, LLC; SP Plus Corporation; and The Car Park, Inc. Each company is to be commended for the quality of their proposals and the expertise and competency of their work

as evidenced in their submissions. CCDC appreciates each company's dedication to helping the agency build vitality in downtown Boise.

The RFQ requested an extensive amount of information from each respondent, including: the company's approach to providing parking management services; company experience with parking systems (including experience with *Scheidt & Bachmann USA, Inc.*, CCDC's parking access and revenue control equipment); staffing and compensation plans; customer service; safety and security; and any recommended improvements and innovations – just to name a few. See *Attachment E* Sections 4.1 and 4.2 and *Attachment F* for complete details of all the requested information.

Scoring the Proposals: The four proposals CCDC received were scored by a seven-member review panel: Max Clark and Joey Chen from CCDC; Lynn Hightower from the Downtown Boise Association; Craig Croner from the City of Boise; Colin Hudson from St. Luke's Regional Medical Center; Samuel Patterson from Boise State University; and Brian Watt from Rocky Mountain Companies. Each proposal first was reviewed for compliance with the technical requirements as prescribed in the RFQ, then the review panel evaluated and scored the proposals on the bases of qualifications and demonstrated competence. See *Attachment D* for the review panel's scoring of the four proposals.

Interviewing: SP Plus Corporation and The Car Park, Inc., received the strongest proposal scores and were invited to interview with the review panel. Sample questions were provided in advance (see *Attachment C*), and both companies were interviewed on August 25, 2016. Each interview lasted an hour – with 20 minutes for a company presentation followed by 40 minutes for questions from the panel. Both companies gave solid presentations and were scored on their answers to questions relative to parking operations such as managing parking perceptions, anticipating operational issues, and strategies to increase parking partnership opportunities. DBA's Lynn Hightower was unable to attend the interviews, but CCDC's parking consultant Dennis Burns from Kimley-Horn and Associates, Inc., was present to assist with the process. Mr. Burns' participation was only advisory to the review panel.

Upon completion of the interviewing, the scoring revealed ***The Car Park, Inc.*** was the best qualified and highest ranked proposer because:

- The Car Park's home office is located here in Boise. As such, they are intimately familiar with the mobility challenges and players in our downtown;
- By virtue of being based here in Boise, The Car Park has resources readily available to support ParkBOI matters if needed;
- The Car Park's demonstrated accomplishments since they assumed operations of the DPPS in 2012 were notable;
- The Car Park is an active member of the downtown business community and is able to aptly bridge the occasional gaps between the public and private sectors;
- Over the past five years, The Car Park's business has grown such that they operate several systems nation-wide. This diversity of experience is of great benefit to CCDC and the Boise parking community;

- The Car Park's demonstrated passion for the mobility business and downtown Boise was evident to the review panel.

See *Attachment B* for the panel's scoring of the two interviewed companies.

MAPPING OUT A TRANSITION

The RFQ included a sample copy of the current Parking Operations Agreement so that all companies interested in submitting proposals could review all the responsibilities and obligations required of a new parking operator. Moving forward, CCDC staff understands there is little time to waste in having the new parking operator assume service on October 1. In this case, the transition should be seamless since The Car Park, Inc., is the current operator and is well-aware of all contract details.

In anticipation of Board approval, the parties have started reviewing the contract for necessary non-substantive changes (such as: removing Ampco-Car Park contractor/subcontractor language and inserting correct contact information and budget details). As before, the contract term would be for one year with four one-year extensions, and details such as payment procedure, security obligations, and insurance, indemnity, and bonding will remain unchanged. Therefore, because contract details are so prescribed, CCDC staff is requesting the Board authorize the Executive Director to negotiate and finalize the agreement without having to return to the Board for final contract approval. This will help the parties proceed with services commencing October 1, 2016, to coincide with the end of the prior parking operations agreement.

FISCAL NOTES

For the parking operations services provided, CCDC pays a management fee and reimburses all operating expenses on a monthly basis. The budget of \$5,964,908.00 for operating CCDC's six public parking garages was approved by the Board of Commissioners on August 24, 2016, and must be followed by the new parking operator. The total parking operator's fee approved for Fiscal Year 2017 is \$78,756, which includes the management fee, merit increase, and the one-time performance-based bonus up to 5% of the management fee.

STAFF RECOMMENDATION

Resolution No. 1465 approves the ranking for the RFQ – Parking Operator 2016 and authorizes the Executive Director to negotiate and execute a professional service contract for ParkBOI public parking garage management and operations. In the event an agreement cannot be reached with the top-ranked proposer, **The Car Park, Inc.**, the resolution authorizes the Executive Director to negotiate and execute a contract with the second-ranked proposer, SP Plus Corporation.

CCDC Staff recommends that the Board find it in the best interest of the public to approve the ranking for the RFQ – Parking Operator 2016 and to authorize the Executive Director to proceed with negotiation and execution of the Parking Operations Agreement.

Suggested Motion: I move to adopt Resolution No. 1465 approving the ranking for the RFQ-Parking Operator 2016 and authorizing the Executive Director to negotiate and execute a new Parking Operations Agreement for ParkBOI public parking garage management and operations.

RESOLUTION NO. 1465

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S RFQ-PARKING OPERATOR 2016; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE THE PARKING OPERATIONS AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE PARKING OPERATIONS AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and

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

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

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

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

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the “30th Street Plan”); and

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

WHEREAS, as authorized by the Act, the Central District Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30th Street Plan, the Agency may acquire, develop, construct, operate, and maintain public parking facilities and enter into agreements necessary or convenient to the exercise of such powers; and

WHEREAS, the Agency presently owns, operates, and manages several parking facilities within the urban renewal districts in downtown Boise, collectively referred to herein as the Agency’s Parking System; and

WHEREAS, the Agency issued a Request for Qualifications (“RFQ”) for management and operation of the Agency’s ParkBOI public parking garages on July 6, 2016; and

WHEREAS, the Agency received proposals from four companies by the deadline of 3:00 p.m., August 5, 2016: Diamond Parking Service, LLC; Republic Parking NW, LLC; SP Plus Corporation; and The Car Park, Inc.; and

WHEREAS, in order to assist with selection of a parking operator, Agency staff convened a seven-member Review Panel consisting of: Max Clark and Joey Chen from the Agency; Lynn Hightower from the Downtown Boise Association; Craig Croner from the City of Boise; Colin Hudson from St. Luke’s Regional Medical Center; Samuel Patterson from Boise State University; and Brian Watt from Rocky Mountain Companies; and

WHEREAS, the Review Panel evaluated and scored the proposals on the bases of qualifications and demonstrated competence as outlined in the RFQ, and thereafter the Review Panel determined SP Plus Corporation and The Car Park, Inc., received the strongest proposal scores and were invited to interview with the Review Panel; and

WHEREAS, the Review Panel interviewed SP Plus Corporation and The Car Park, Inc., and thereafter recommended the following ranking of the two companies:

1. The Car Park, Inc.
2. SP Plus Corporation

WHEREAS, the Review Panel concluded that the best qualified and highest ranked proposer was The Car Park, Inc., because:

- The Car Park's home office is located here in Boise. As such, they are intimately familiar with the mobility challenges and players in our downtown;
- By virtue of being based here in Boise, The Car Park has resources readily available to support ParkBOI matters if needed;
- The Car Park's demonstrated accomplishments since they assumed operations of the DPPS in 2012 were notable;
- The Car Park is an active member of the downtown business community and is able to aptly bridge the occasional gaps between the public and private sectors;
- Over the past five years, The Car Park's business has grown such that they operate several systems nation-wide. This diversity of experience is of great benefit to CCDC and the Boise parking community;
- The Car Park's demonstrated passion for the mobility business and downtown Boise was evident to the review panel; and

WHEREAS, for these reasons, Agency staff is recommending that the Agency Board find it in the best interests of the public to approve the ranking and selection of The Car Park, Inc., as the best qualified proposer and SP Plus Corporation as the second-best qualified proposer for the RFQ – Parking Operator 2016, and further, to authorize the Agency's Executive Director to negotiate and execute the new Parking Operations Agreement in accordance with that ranking; and

WHEREAS, the Agency has directly issued, or through other public entities issued, a series of tax exempt bonds which has facilitated the acquisition and construction of the Parking System; and

WHEREAS, in order to retain the tax exempt financing, a management agreement must comply with certain IRS regulations concerning the term of the agreement, compensation, and other key matters; and

WHEREAS, the Parking Operations Agreement can be approved subject to review by Agency Bond Counsel and/or Agency Tax Counsel, and the Parking Operations Agreement shall be amended in the event Bond Counsel or Tax Counsel determines such amendments are necessary; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – Parking Operator 2016 and to authorize the Agency's Executive Director to negotiate and execute a Parking Operations Agreement in accordance with the Review Panel ranking.

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

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

Section 2: That the Board affirms the Review Panel's ranking that selects The Car Park, Inc., as the best qualified and top ranked proposer and SP Plus Corporation as the second ranked proposer for its RFQ – Parking Operator 2016.

Section 3: That the Board authorizes the Executive Director to negotiate the 2016 ParkBOI Parking Operations Agreement with the top-ranked proposer, The Car Park, Inc., and in the event an agreement cannot be reached, that the Executive Director is authorized to negotiate the 2016 ParkBOI Parking Operations Agreement with the second-ranked proposer, SP Plus Corporation, provided that the Parking Operations Agreement is consistent with prior forms of the Agreement and subject to review and amendment by Agency Bond Counsel and/or Agency Tax Counsel.

Section 4: That the Board authorizes the Executive Director, upon successful negotiations, to finalize all exhibits to the Agreement, to execute the 2016 ParkBOI Parking Operations 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 are consistent with the comments and discussions received at the September 12, 2016, Agency Board meeting; the Agency is further authorized to allocate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on September 12, 2016. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on September 12, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

RFQ - PARKING OPERATOR 2016
 PANEL INTERVIEW AND PRESENTATION RATING

VENDOR	Possible Points	SP Plus Corporation						The Car Park, Inc.						
Panel Member		1	2	3	4	5	6	1	2	3	4	5	6	
The perception of clients and visitors to downtown Boise is becoming that parking is limited, inconvenient and expensive. How will your management and marketing work to change that perception? Describe specific management strategies that are designed to support downtown businesses.	10	10	10	8	8	8	9	10	9	9	9	10	8	
As CCDC leads a parking rate assessment and likely rate increase in 2016/17, based on your experience, what operational issues do you anticipate the ParkBOI operator needing to address and what recommendations could you offer based on your experience?	10	9	9	8	9	9.5	7	9	9	8	10	10	8	
CCDC operates approximately 15% of the off-street spaces in downtown Boise. As downtown parking demand increases and rates go up, what strategies do you envision to increase opportunities to better utilize private sector parking resources? <u>Follow-up:</u> Managing a public system, while also managing other private parking assets can create potential conflicts. Describe some of these issues based on your experience and how you would address them?	10	10	8	7	4	9	8.5	10	8	8.5	8	9	8	
As you know, CCDC manages the public off-street parking facilities and Boise City manages the on-street parking resources. In recent years the coordination and collaboration between CCDC and the City have improved greatly. As the operator of the ParkBOI system for CCDC what are the key elements of on and off-street parking system management and coordination that need to be addressed? Describe how you as the parking system operator, could contribute positively to delivering a better integrated on and off-street public parking system to best meet the needs of the citizens of Boise?	10	10	10	7	9	9	8	9	8	8.5	10	10	8	
The new CCDC Strategic Parking Plan shifts CCDC's and the City's focus from a parking centric model to a broader "mobility management" model. Describe your experience and approach to supporting this shift in program orientation. What specific strategies would your firm propose to contribute to this new strategic direction?	10	10	9	7.5	9	9.5	9	10	9	8	10	9	8	
Question Specific for General Manager: Please tell us why you were chosen as the General Manager/Parking Manager for this agreement.	10	8	8	8	7	9	8	10	8	8.5	9	8	8.5	
Totals:		60	57	54	45.5	46	54	49.5	58	51	50.5	56	56	48.5
		360	306						320					
Selection:		2						1						



RFQ: PARKING OPERATOR 2016 PANEL INTERVIEW

CCDC's Conference Room, Fifth Floor: 121 N. 9th Street – Suite 501

CCDC congratulates you on the strength of your Proposal for the RFQ: Parking Operator 2016 for our ParkBOI public parking garage system. Please review the information below to prepare for your interview. If you have questions, contact Kathy Wanner, Contracts Specialist, at 208-384-4264 or by email at kwanner@ccdcboise.com. Thank you for your interest in meeting the needs of CCDC. Your participation in this process is appreciated.

TWO FIRMS SELECTED FOR INTERVIEWS :

- SP+ Corporation
 - The Car Park, Inc.
-

FORMAT FOR THE INTERVIEW PROCESS – 60 minutes

- 20-minute presentation by your company (20-minute maximum including set-up if needed; there is no minimum time limit).
- Questions / Answers (40 minutes).
- The General Manager who will oversee the day to day operations contemplated by this RFQ **must** attend the panel interview.
- DETAILS:
 - Each firm will be asked a variety of questions as time permits. CCDC will do its best to provide a copy of those questions in advance of the interview.
 - Other questions may be asked based on responses, the presentation, or the proposal.
 - The interview panel is tasked with determining which company best meets the needs of the Agency for parking system operations. Please refer to the information contained in the Request for Qualifications that was issued on July 6, 2016, to prepare for your interview and this review process. Please do not attempt to contact the interview panel in advance.



RFQ: PARKING OPERATOR 2016 PANEL INTERVIEW QUESTIONS

As time permits, you may be asked a variety of the following questions at your interview. Other questions may be asked based on responses or based on your presentation and proposal – we thank you in advance for your flexibility and your participation in this process.

1. The perception by clients and visitors to downtown Boise is that parking is limited, inconvenient, and expensive. How will your management and marketing work to change that perception?
2. Please summarize your transition plan. What challenges do you expect to encounter in the transition and during the course of these operations? Describe a recent similar transition process.
3. Describe your plan to enhance customer service.
4. Describe your experience guiding a client through a proposed parking rate assessment or increase.
5. Please summarize your proposed maintenance plan. Describe your maintenance program and how you identify priorities related to garage safety and maintenance? Do you simply follow the NPA guidelines or have you developed any new or innovative approaches?
6. Please describe your employee training program.
7. Describe your process for parking program auditing.
8. How would you coordinate services with the private sector in downtown Boise?
9. What are examples of off and on-street coordination you've been involved with?
10. Explain the importance of parking service to downtown businesses.

Questions specific to the General Manager:

1. Please tell us why you were chosen as the General Manager / Parking Manager for this Agreement.
2. How does your organization deal with succession planning for the General Manager and Parking Manager positions?



REQUEST FOR QUALIFICATIONS

PARKING OPERATOR 2016
PARKBOI PUBLIC PARKING GARAGES
BOISE, IDAHO

REQUEST FOR QUALIFICATIONS PARKING OPERATOR 2016

July 6, 2016

Dear Respondent:

Capital City Development Corporation (CCDC) will accept proposals from parking management companies to run its ParkBOI public parking garages (ParkBOI) under a cost plus management fee type contract.

CCDC presently owns six (6) public parking garages in downtown Boise and expects to increase and decrease its garage assets over the coming years. The parking management company chosen by CCDC under this selection process will need to provide the full spectrum of management services, such as: establishing a dedicated management and operations office; handling all parking staff personnel issues; assisting with development and implementation of operation policies and procedures and a marketing program; performing certain maintenance and upkeep; and tracking parking-related statistics. It is desired that service commence on November 1, 2016.

Registration is required to submit a proposal.

There will be a MANDATORY pre-submittal conference (including a site tour) held at the CCDC offices at 121 N. 9th Street, Suite 501, Boise, Idaho 83702 at 10:00 a.m. local time, Wednesday, July 20, 2016.

The deadline to submit written proposals is **3:00 p.m. local time, Wednesday, August 3, 2016.**

Proposals will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the proposals and will seek to interview the top ranked companies. The CCDC Board of Commissioners will make the final decision regarding ranking and the company chosen for these services. CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFQ and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

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

Mary Watson
Contracts Manager | Attorney at Law



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

INSTRUCTIONS TO RESPONDENTS

1.1 Information and Background

Operation of the ParkBOI parking garages: CCDC presently owns six (6) public parking garages in downtown Boise and expects to increase and decrease its garage assets over the coming years. See the *ParkBOI Garage System Map*, attached as Exhibit E.

Historically the parking system has been operated with a focus on promoting economic development in the downtown core. With the buildout of the core nearly complete, the Central Urban Redevelopment District sunsetting in 2018, and parking demand soon expected to exceed supply, the system's focus is moving towards an emphasis on mobility management. CCDC has established certain principles regarding how the ParkBOI system is operated. These include:

- Low monthly rates to encourage utilization/economic development are being replaced by higher rates, reflecting parking demand and the need to fund alternative means of accessing and getting around downtown.
- Coordinating of the on-street and off-street parking systems remains an integral element for continued downtown success. Hourly rates in garages are being temporarily frozen below those of the on-street system, to assist the on-street system in achieving its fullest potential.
- Technology is being employed to maximize operating efficiency and customer service. Automated pay stations were installed two years ago; License Plate Recognition (LPR) is utilized in the structures to assist with enforcement; the entrances and exits to all structures are remotely monitored by the Operator; and we are in the process of creating an automated payment system to replace the current manual one. Additionally, a mobile application for smart phones is in the early stages of development.
- The on and off street public parking systems have recently undertaken a rebranding initiative designed to clearly identify them as community owned assets. The "ParkBOI" brand was chosen to replace the Downtown Public Parking System. New ad campaigns, signage, and painting of elevator lobbies and stairwells will all reflect the new brand.
- Compliance with IRS regulations and laws: construction of the ParkBOI system has been financed primarily by the issuance of tax exempt bonds. Therefore, ParkBOI must be operated in a manner that is legal under IRS regulations applicable to tax exempt bonds, ParkBOI bond covenants, the Idaho Constitution, and Idaho statutes. The ParkBOI bond covenants prohibit any action that would jeopardize the tax exempt status of the bonds – these covenants include that the ParkBOI cannot be operated as a for-profit system.

Relevant statistics about the ParkBOI system include:

- The 2,567 spaces in the six (6) ParkBOI parking structures constitute 15% of the 17,654 total parking spaces downtown.

- CCDC recently completed a Parking Strategic Plan, including a supply/demand update. The study noted an anticipated 1,682 parking space deficit in the central core by 2017 unless changes are made to supply and demand.
- The ParkBOI spaces are currently divided between 1,097 hourly spaces and 1,473 monthly spaces. Hourly parkers may park anywhere, but typically park as low as possible in the garages. Monthly customers are required to park in the upper areas of each garage. CCDC oversells the monthly customer count by 20%; we have approximately 1,600 monthly customers.
- CCDC estimates we had 1.2 million parking guests last year: 905,000 hourly and 306,000 monthly. It is estimated the garages are typically 70-75% occupied M-F, 8a-5p. Typically, there are fewer customers in the evenings and on weekends.
- CCDC employs a pricing strategy which features the first hour of parking being free, with a daily maximum of \$12. We charge a \$5 maximum on Saturdays and Sundays because on-street parking is free.
- The current parking operator presently employs 23 full-time employees and is paid an annual management fee of \$75,000.

CCDC pays for general maintenance, major maintenance, repairs, and capital reinvestment projects. CCDC has a parking reinvestment plan that includes such items as waterproofing, repairing concrete delamination & spalling, exterior painting and painting stairwells and elevator lobbies, upgrading or replacing elevators, extensive repair or replacement of building systems, signage systems, etc. CCDC also pays for unanticipated expenses such as vandalism and structural damage from careless drivers. The Downtown Boise Association (DBA) is responsible for cleaning and clearing snow from the sidewalks surrounding the parking garages. However, the Parking Operator routinely cleans and shovels the sidewalk at the entrances to the stair and elevator towers. The Parking Operator is also responsible for cleaning and shoveling the driveways into and out of the garages.

1.2 Scope of Services

The following parking management services are desired under the Services contract executed with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been conducted.

- Establishing an office solely for the management and operation of the ParkBOI system, which is separate from any office maintained by the Operator for other clients. (CCDC will pay the rent for the ParkBOI system office directly.)
- Hiring, training, supervising, and evaluating parking staff; handling disciplinary and other personnel issues.
- Assisting with the development of necessary operating policies and procedures.
- Purchasing supplies necessary for proper office operations, parking operations, and maintenance; paying necessary operations and maintenance expenses for each facility (including utilities).

- Performing general facility maintenance and upkeep such as daily, monthly, and seasonal cleaning of each facility, minor equipment maintenance, minor building and miscellaneous systems repairs, graffiti removal, annual elevator inspections and inspections of the fire sprinkler system and fire extinguishers, and arranging for other maintenance needs using contractors.
- Performing daily, weekly, and monthly financial auditing and reconciliation.
- Providing daily, monthly, and annual operations and financial reports in sufficient detail to meet CCDC's requirements.
- Tracking parking-related statistics for all facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, customer service, maintenance, and safety/security).
- Providing on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues; conducting a customer service outreach program.
- Providing parking facility security services. Current security services provider is Securitas, under a renewable contract executed to be effective January 11, 2016.
- Assigning at least one local management staff member to be available to CCDC by cell phone 24 hours a day, 7 days a week.
- Assisting CCDC with development and implementation of a marketing program for the ParkBOI system.
- Coordinating the operation of the garages with contractors and others engaged by the Agency to perform work on a specific parking garage or to the System. Assisting with such tasks as creating temporary construction and storage areas, routing of garage traffic, and the shutting down and activation of parking garage systems.
- Being knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance, and repair of a public parking system – including building and safety regulations and inspection requirements, environmental regulations, and procurement regulations. Conducting operations of the System so they comply with applicable federal, state, and local regulations.
- Providing parking management advice as necessary concerning operations, marketing, pricing, etc.

1.3 Form of Contract

During the term of the contract, the parking management company shall provide CCDC with professional services and represent CCDC's best interests within set budgets and as planned with minimum difficulties. It is anticipated that a cost plus management fee will form the basis of agreement for services; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by CCDC. A sample contract is attached as Exhibit F.

GENERAL CONDITIONS

2.1 Intent of RFQ

It is the intent of CCDC to run a qualifications-based selection process to select a company capable of providing the parking operator services outlined within this proposal. The company ranked highest will be approached to negotiate the contract necessary for the services. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

2.2 Reserved Rights

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

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

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

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

2.4 Insurance

Upon execution of the contract for parking operator services, the company will be required to provide evidence of the coverages listed below and maintain the insurance coverage for the duration of the contract. Coverage must be primary and noncontributing with respect to any other insurance maintained by CCDC and must include a waiver of subrogation by the insurers

in favor of CCDC. All insurance required by the contract must be acquired and maintained from an insurance company or companies licensed in the State of Idaho with no less than an "A" rating by A.M. Best.

- Commercial General Liability Insurance coverage with minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, owner's and contractors' protection, elevator liability, products liability, and completed operations coverage.

Such insurance shall be written on an occurrence basis (rather than a claims-made basis), and shall name CCDC, its officers, agents, and employees as additional insureds. A notation is required that the policy cannot be canceled without thirty (30) days' written notice to CCDC.

- Automobile Liability Insurance coverage with minimum coverage for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and aggregate covering all owned, non-owned, and hired automobiles. The policy shall name CCDC, its officers, agents, and employees as additional insureds.
- Workers' Compensation Insurance and Employer's Liability Insurance as required by Idaho law.

2.5 Bonding

Upon execution of the contract for parking operator services, the company will be required to furnish a fidelity bond held by a company approved by CCDC, indemnifying CCDC against any dishonest acts of the company or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all employees. Additionally, company must provide a Performance Bond approved by CCDC or a cash deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) conditioned upon the full faithful performance by company of each and all of the covenants and agreements and undertakings set forth in the contract.

2.6 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax.

2.7 Bond Counsel / Tax Counsel

CCDC's parking facilities in the ParkBOI system have been financed through the issuance of tax exempt bonds. Consequently, the parking operator selection process and the parking operator contract may be subject to bond counsel/tax counsel approval or issuance of a confirming opinion. CCDC reserves any and all rights and authorities to impose upon any Respondent or the selected operator any provisions deemed necessary by bond counsel/tax counsel.

SUBMISSION PROCESS

3.1 Required Registration

Prospective Respondents are required to register by 5 p.m. local time, Wednesday, July 20, 2016, in order to submit a proposal. Please use the Notice of Intent to Submit Proposal form, attached to this RFQ as Exhibit A, to declare your intention to submit a proposal. Proposals submitted by non-registered Respondents will not be opened and will not be considered. Each Respondent bears all responsibility for obtaining confirmation of registration from CCDC.

3.2 Required Pre-Submittal Conference

A MANDATORY pre-submittal conference (including a site tour) will be held at the offices of CCDC, 121 N. 9th Street, Suite 501, Boise, Idaho 83702, at 10:00 a.m. local time, Wednesday, July 20, 2016. Attendance is required in order to submit a proposal. Submissions by Respondents who did not attend the pre-submittal conference will not be opened and will not be considered. Each Respondent bears all responsibility for signing an attendance sheet or otherwise verifying attendance with CCDC.

3.3 Proposal Submission

Proposals must be received by CCDC by 3:00 p.m. local time, Wednesday, August 3, 2016. The submission package must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Indicate "PARKING OPERATOR 2016" on the outside of the package.

Sign your proposal. UNSIGNED PROPOSALS WILL NOT BE ACCEPTED. Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT FAX OR EMAIL YOUR PROPOSAL.

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

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than seven (7) calendar days before the proposal deadline unless the deadline is extended. Respondent shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Proposal

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

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required Submission Materials

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

SUBMITTAL PACKAGES MUST INCLUDE:

- Submittal Cover Sheet (*attached to this RFQ as Exhibit B*)
- Required Waiver & Release (*attached to this RFQ as Exhibit C*)
- ONE (1) signed original proposal
- At least SIX (6) printed copies of the proposal
- ONE (1) flash drive or ONE (1) compact disk with a digital (PDF) version of the entire proposal.

PAGE LIMIT: Not including the Submittal Cover Sheet and the Required Waiver & Release, proposals shall not exceed 30 pages. Double-sided printing is acceptable.

Respondents are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified.

4.2 Submittal Format

Proposals must include the following information in the sequence set forth below. Respondents acknowledge they will be ranked according to responses to the articles below:

- **Submittal Cover Sheet**
- **Required Waiver & Release**
- **Detailed Proposal – organized with the following information:**

A. Parking Management Approach: Provide a description of your company's overall approach to providing the requested parking management services, including a discussion of your company's philosophy, priorities, areas of emphasis and expertise in the delivery of such services in a downtown public parking environment. Respondent shall fully describe its philosophy regarding installation of automated cashiering equipment/systems in public parking facilities.

B. Company's Experience with Operating & Managing Parking Systems:

1. List at least three (3) parking systems or garages as reference projects demonstrating the company's experience with operating and managing municipal parking systems. Each reference must meet the following criteria:
 - i. The reference project is a municipal parking garage system or garage similar in size and complexity to the ParkBOI system; and
 - ii. Respondent has a current contract to manage the reference project and the Respondent's regional manager responsible for the project is the same regional manager who would be assigned to manage the ParkBOI system.
 - iii. The contract has been in place for at least two (2) years.

For each of the three (3) reference projects, provide client name, name of garage system, location, number of spaces, contact person, address, phone number and email address, and identify the Respondent's regional manager and on-site parking manager who are responsible to the client for operation of the reference project. Describe the scope of operations and management services provided, parking access and revenue control equipment utilized, approximate gross revenues and expenses for the most current operating budget, and list the dates the Respondent has provided parking management services for each reference project.

References may be contacted to obtain information regarding the Respondent's operation and performance including the effectiveness and quality of operations, customer service performance, financial status, revenue control abilities and reporting, timeliness of deposits and payments, facility maintenance and upkeep, responsiveness, and overall satisfaction with performance.

2. Describe experience your company has with the operation and maintenance of Scheidt & Bachmann USA, Inc., parking access and revenue control equipment, if any. Highlight personnel who would be assigned to ParkBOI who have previous experience with Scheidt & Bachmann USA, Inc.
3. Describe your experience in integrating Transportation Demand Management alternatives/initiatives into parking programs and structures.
4. Describe your experience in attaining professionally credentialed programs such as the International Parking Institute's Accredited Parking Organization.
5. List any additional experience which would make the company uniquely qualified to manage parking facilities on behalf of CCDC.

C. Management, Personnel & Customer Service Plans:

1. Management Plan – Describe Respondent's management plan for the ParkBOI system and the management staff who would be responsible for ParkBOI operations. Management plan should include Respondent's recommendations

regarding management initiatives or improvements based on industry experience.

2. Organizational Chart – Submit a detailed organizational chart for ParkBOI operations showing the positions and a summary description of staff roles. The chart should include appropriate corporate level staff that will assist, supervise, or manage local staff. Provide brief biographies for key personnel that highlight their parking operations and management experience.
3. Parking Manager – Provide the name, current address, and a complete résumé for Respondent’s proposed on-site parking manager that would be assigned to ParkBOI (“Parking Manager”). Detail Parking Manager’s relevant parking operations and management experience, scope of responsibility, and qualifications. NOTE: The Parking Manager may be interviewed by CCDC staff prior to the execution of the contract, and acceptance of the Parking Manager by CCDC is a condition of the contract award.
4. Job Descriptions – Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities.
5. Staff Certifications – Please identify any staff that would be assigned to this operation that have earned industry-related certifications such as “Certified Administrator of Public Parking” from the International Parking Institute or “Certified Parking Professional” from the National Parking Association.
6. Staffing Schedule – Submit staffing charts and tables showing the proposed number of, and schedule for, management and non-supervisory personnel to manage and operate ParkBOI, including provisions for peak periods. This information should clearly identify staffing levels by job classification, location, and shift and must include an explanation of how it will provide for backup staffing, employee breaks, etc. Staffing Schedule must include at least one local management staff person who is available by cell phone 24 hours a day, 7 days a week.
7. Home Office Support and Relationship – Describe the proposed support activities to be provided by the home office and the general reporting and operating relationship between local and home office management.
8. Hiring, Orientation and Training – Submit a description of employee hiring and selection processes, employee orientation, and the type and duration of proposed training related to job responsibilities and customer service for all positions. Describe the opportunities for continued development of assigned management and supervisory staff. Prior to execution of a contract, the successful Respondent’s employee training manual must be made available to CCDC for review.

D. Compensation: Submit the following detailed information:

1. Listing of the proposed salary ranges or hourly rates for all management and non-management job classifications that will be assigned to ParkBOI operations

(e.g., Parking Manager, assistance managers, supervisors, cashiers, maintenance staff, and office personnel).

2. Description of employee benefits and incentives, including benefit participation costs to employees (e.g., portion of health plan coverage cost paid by employees).
3. Describe the type of health plan coverage Respondent proposes to provide with information about: Co-insurance; share paid by employer and employee; deductibles; waiting periods to enroll; ancillary benefits such as dental or vision coverage; and annual cost attributable to health plan coverage.

Respondent's proposal for health plan coverage is for the RFQ process only; actual health plan coverages are subject to contract negotiations between CCDC and the successful Respondent.

E. Customer Service: Submit a description of the proposed customer service plan. Based on your experience with similar operations or other operator transitions, outline specific recommendations and suggestions to ensure a high level of customer service. Describe customer service programs your company has developed for other properties similar to ParkBOI. Describe how Respondent trains for, offers employee incentives for, measures, and tracks customer service.

F. Operations & Maintenance Procedures: Provide a description of the day-to-day, monthly, and seasonal operations and maintenance procedures proposed for the parking facilities including anticipated staff, equipment, supplies, and responsibilities.

G. Revenue, Collections & Control; Internal Financial Procedures: Provide a description of the Respondent's approach and methods for managing, collecting, and accounting for parking revenues in sufficient detail to clearly demonstrate Respondent's ability and experience. Demonstrate Respondent's knowledge and experience with the type of revenue control procedures necessary for a parking operation similar to ParkBOI. Describe proposed internal reporting, budgeting, accounting, and auditing procedures in sufficient detail to demonstrate a complete audit trail, as well as methods to ensure accountability for revenues and expenditures.

H. Operating Budget: CCDC's parking operating budgets for 2015 and 2016 are attached as Exhibit D. Please review and describe any changes you would make. NOTE: The actual budget for the successful Respondent is subject to negotiation and approval by CCDC. The initial budget under the Parking Operator contract is transitional in nature and is expected to cover the period from November 1, 2016 to September 30, 2017. Thereafter, the first full annual budget will coincide with CCDC's Fiscal Year of October 1 to September 30.

I. Financial Ability to Perform: Respondent shall submit satisfactory evidence that it has the necessary financial resources to perform and complete the work outlined in this RFQ. Respondent must submit the following for Respondent's company either in its entirety or for the regional unit which would manage the ParkBOI system:

1. Three (3) years of unaudited financial statements;

2. Three (3) years of bank statements;
3. Evidence of Respondent's ability to obtain a fidelity bond and a performance bond for the anticipated contract period; and
4. BANKRUPTCY: If Respondent's company has declared bankruptcy in the last fifteen years, describe the circumstances and status of the bankruptcy. If the company has not declared bankruptcy, so indicate.

J. Safety, Security & Emergency Procedures:

1. Describe how your company will provide security in each facility, as well as ensure the safety of parking patrons. Will facility security be provided by your company or will you outsource security responsibilities to another company?
2. Describe proposed emergency procedures for, at a minimum, each of the following instances: Automobile and personal injury accidents, including how claims are handled; Damage to a parking facility; Robbery and theft; and Fire.
3. If your company has a standard emergency procedures manual, please provide a copy for review.

K. Transition Plan: Submit a description of your preliminary transition plan to ensure a smooth management transition.

L. Recommended Changes, Improvements, and Innovations: Describe changes, improvements and / or innovations Respondent has developed for parking system policies and procedures, staffing, operations, pricing, etc. that could be applied to the ParkBOI system.

M. Contract Terminations: If Respondent's company has had a contract terminated for default in the last five (5) years, describe such incident and include the other party's name, address, and phone number. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either: a.) not litigated due to inaction on the part of the vendor; or b.) litigated and such litigation determined that the Respondent was in default. CCDC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If Respondent's company has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

4.3 Evaluation of Proposals

Proposals will be evaluated based on a review of the Respondent's proposal and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC will interview the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a proposal, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

4.4 Basis of Selection

CCDC intends to select the most highly qualified operator based on the information submitted by the Respondents, interviews, investigation of prior work performance, and other pertinent factors. CCDC will select the Respondent that, in CCDC's sole opinion, is best qualified to perform the scope of work based on all information submitted or discovered. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

4.5 QUESTIONS

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

EXHIBITS TO THIS RFQ:

- A: Notice of Intent to Submit Proposal
- B: Submittal Cover Sheet
- C: Required Waiver & Release
- D: FY 2015 and 2016 Parking Operator Budgets
- E: ParkBOI Garage System Map (2016)
- F: Sample Contract

EXHIBIT A

**NOTICE OF INTENT TO SUBMIT PROPOSAL
FOR RFQ: PARKING OPERATOR 2016**

SUBMIT NO LATER THAN 5:00 PM LOCAL TIME, WEDNESDAY, JULY 20, 2016

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT A

EXHIBIT B

**SUBMITTAL COVER SHEET
FOR RFQ: PARKING OPERATOR 2016
(REQUIRED FOR SUBMISSION)**

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

The following Addenda have been received: Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

AUTHORIZED SIGNATURE: **X** _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT B

EXHIBIT C

**REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)**

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

- A. Discretion of CCDC: The company submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
 - 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the RFQ;
 - 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the desired services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ and any response by any Respondent thereto;
 - 4) Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria;
 - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

- B. Non-Liability of CCDC:
 - 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Company Name: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT C

EXHIBIT D
CCDC FY 2015 and 2016 Parking Operator Budgets

Fiscal Year 2015 DPPS Parking Operator Budget - Original

	New Name	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	Total
Previous Name	Eastman	Cap Terr.	City Centre	Grove	Blvd	Myrtle		
Spaces	396	495	568	543	216	343		2561
% of Total	15%	19%	22%	21%	8%	13%		100%
Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	Total	
Personnel Costs	61,873	150,121	118,536	12,902	52,559	68,061	1,085,971	
Liability Insurance	4,720	10,449	11,990	11,462	4,560	7,236	58,776	
Utilities	-	23,296	44,863	24,978	8,269	17,760	145,774	
Security	102,000	-	-	-	-	-	102,000	
Signage	-	4,450	1,500	1,000	1,000	889	14,339	
Repairs - Garage, Equipment	19,029	21,000	14,400	12,000	3,300	12,913	100,642	
Repairs & Mtc Elevator	4,040	20,650	15,762	7,497	2,472	8,600	78,591	
Routine Mtc & Snow Removal	-	9,100	8,200	5,500	3,500	5,000	39,700	
General Supplies	14,192	4,200	2,700	2,100	2,160	2,223	32,375	
Telephone/Internet	8,919	3,000	2,820	2,196	1,740	2,196	22,671	
Call Center Monitoring	125,000						125,000	
All Other Expenses	72,372	18,236	18,771	17,598	7,139	10,088	163,945	
Totals	972,191	265,552	239,542	97,233	86,699	134,966	1,969,784	
Allocation of Overhead	150,327	187,909	215,621	206,130	81,997	130,208	972,191	
	15%	19%	22%	21%	8%	13%	100%	
Total with Overhead	323,928	453,461	455,163	303,363	168,696	265,174	1,969,784	

Fiscal Year 2016 DPPS Parking Operator Budget - Original

<i>New Name</i>	<i>9th & Main</i>	<i>Capitol & Main</i>	<i>9th & Front</i>	<i>10th & Front</i>	<i>Capitol & Front</i>	<i>Capitol & Myrtle</i>	<i>Total</i>
<i>Previous Name</i>	<i>Eastman</i>	<i>Cap Terr.</i>	<i>City Centre</i>	<i>Grove</i>	<i>Blvd</i>	<i>Myrtle</i>	
Spaces	396	495	568	543	216	343	2561
% of Total	15%	19%	22%	21%	8%	13%	100%
Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	Total
Personnel Costs	54,376	103,664	77,017	15,341	17,289	36,750	868,162
Liability Insurance	8,364	10,452	11,988	11,460	4,560	7,236	57,909
Utilities	23,760	19,380	46,776	23,976	7,500	19,296	140,688
Security	-	-	-	-	-	-	115,596
Signage	132	132	60	60	60	60	504
Repairs - Garage, Equipment	6,864	13,872	11,736	5,220	2,100	1,980	56,268
Repairs & Mtc Elevator	17,424	22,344	27,792	7,848	2,220	7,740	94,884
Routine Mtc & Snow Removal	4,000	4,300	2,267	3,700	-	3,700	17,967
General Supplies	3,612	5,268	4,464	2,124	1,200	3,648	24,888
Telephone/Internet	1,884	5,376	3,084	2,352	1,848	2,196	36,120
Call Center Monitoring	-	-	-	-	-	-	120,000
All Other Expenses	22,335	18,133	19,655	19,838	7,196	11,145	132,947
Totals	142,751	202,921	204,839	91,919	43,973	93,751	1,665,933
Allocation of Overhead	136,965	171,207	196,455	187,808	74,708	118,634	885,778
	15%	19%	22%	21%	8%	13%	100%
Total with Overhead	279,716	374,128	401,294	279,728	118,682	212,385	1,665,933

EXHIBIT E

PARKBOI GARAGE SYSTEM MAP (2016)

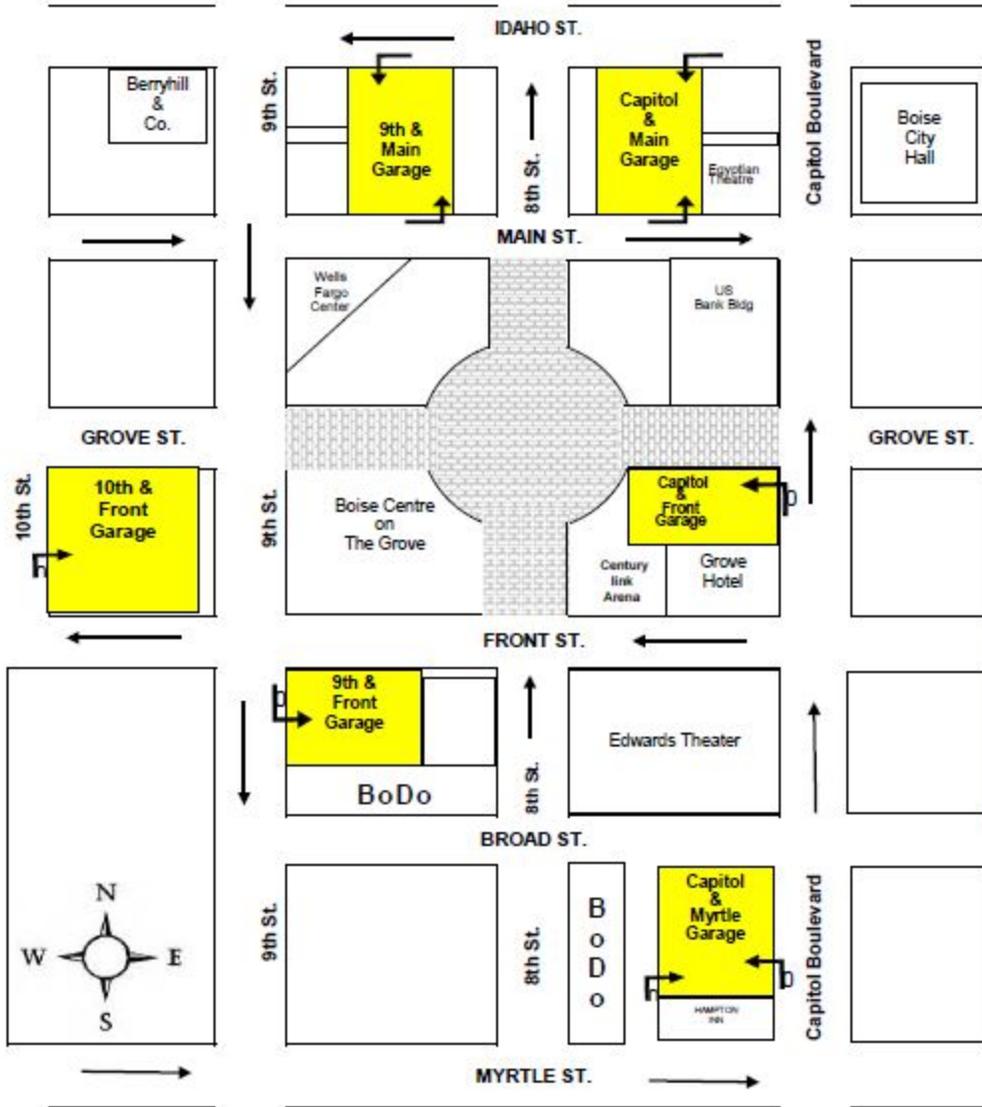


EXHIBIT F
SAMPLE CONTRACT

**DOWNTOWN PUBLIC PARKING SYSTEM
BOISE, IDAHO**

PARKING OPERATIONS AGREEMENT

**CAPITAL CITY DEVELOPMENT CORPORATION
AND
AMPCO SYSTEM PARKING**

APRIL 1, 2012

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PARKING OPERATIONS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of April, 2012, by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO A/K/A CAPITAL CITY DEVELOPMENT CORPORATION (“Agency”), and Ampco System Parking, a California corporation (“Operator”), (individually referred to as “Party” and collectively as the “Parties”). Agency and Operator agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101]Purpose of This Agreement

The purpose of the Agreement is to effectuate the several Redevelopment Plans as described below, or as sometimes referred to as the Boise Urban Renewal Plans (the “Redevelopment Plans”), and the applicable Public Parking Management Plans (the “Parking Management Plans”) by providing for the operation of public parking facilities (the “Parking System” or “System”) included within the boundaries of the Redevelopment Area Projects (the “Project Areas”).

The operation of the Parking System, pursuant to this Agreement and the fulfillment generally of this Agreement, is in the vital and best interests of the City of Boise, Idaho (the “City”), and the health, safety, and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B. [§ 102]Redevelopment Plans

This Agreement is subject to the provisions of the Redevelopment Plans, as follows:

1. 2007 Amended and Restated Boise Central District Urban Renewal Project 1, Idaho R-4, and Project II, Idaho R-5 (the “Central District Plan”) as adopted by Agency and approved by the Boise City Council on June 26, 2007;
2. 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”) as adopted by Agency and approved by the Boise City Council effective November 30, 2004; and
3. Westside Downtown Urban Renewal Project (the “Westside Plan”) as adopted by Agency and approved by the Boise City Council on

December 4, 2001, as they may be subsequently amended, which are incorporated herein by reference and made a part hereof as though fully set forth herein.

Collectively all three plans are referred to as the “Redevelopment Plans,” with the individual plans referred to as the “Central District Plan,” the “River Myrtle-Old Boise Plan,” and the “Westside Plan.”

C. [§ 103] Project Areas

The Central District Project Area, River Myrtle-Old Boise Project Area, and Westside Project Area collectively constitute the Project Areas.

The Project Areas are located in the City of Boise, Idaho, and the exact boundaries thereof are specifically described in the Redevelopment Plans. A map of the Project Areas and the existing parking garages in the System is attached as **Exhibit A**.

D. [§ 104] Public Parking Management Plans

This Agreement is subject to the provisions of the Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004 and as it may be subsequently amended, and subject to the provisions of the Public Parking Management Plan for Ada County Courthouse Corridor (a.k.a., Civic Plaza) Parking Management District Boise, Idaho, Originally Adopted April 2002 for a portion of the River Street-Myrtle Street Urban Renewal Project Area, Amended and Restated September 2004, as adopted by Agency in September 2004 and as it may be subsequently amended, incorporated herein by reference and made a part hereof as though fully set forth herein as **Attachments 1 and 2**, collectively referred to as the “Public Parking Management Plans.” In case of any inconsistencies between this Agreement and the Public Parking Management Plans, the terms of this Agreement shall govern.

E. [§ 105] Parking System

The Parking System means those public parking garages and other parking facilities listed in the Description of the Parking System in **Exhibit B** (“Parking Facilities”) attached hereto and incorporated herein by reference. The terms of this Agreement shall apply to each of the Parking Facilities described in Exhibit B unless otherwise specified. The term Parking System or System used hereafter shall refer to any of the Parking Facilities described in **Exhibit B**, unless otherwise specified. For convenience in this Agreement, the term parking garage refers to one type of parking facility that may be included in the System.

Agency may close, dispose of, acquire, or construct other parking garages and parking facilities such as but not limited to surface parking lots, which Agency may determine in its sole discretion should be added to or deleted from the System. Any such

parking facility added to the System shall be operated under the terms and conditions of this Agreement, and amendments to this Agreement shall be completed to reflect the addition of such parking facility, which amendments shall include appropriate negotiated adjustments to Operator's compensation. Agency shall provide Operator ninety (90) days' written notice of any such addition to the System. Likewise, should any of the parking facilities be closed, inoperable, untenable, or disposed of, amendments to this Agreement shall be completed to reflect the deletion, which amendments shall include appropriate negotiated adjustments to Operator's compensation.

Such parking facilities may be located outside the Project Areas described under the Redevelopment Plans but under the jurisdiction of Agency. Agency retains all of its rights and privileges to access the System at any time.

F. § 107 Parties to This Agreement

1. § 108 Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code). The office of Agency is located at 121 N. 9th Street, Suite 501, Boise, Idaho, 83702-5804. "Agency," as used in this Agreement, includes the Urban Renewal Agency of Boise City, Idaho, a/k/a the Capital City Development Corporation, and any assignee of or successor to its rights, powers, and responsibilities.

2. § 109 Operator

Operator, Ampco System Parking, is headquartered at 1150 S. Olive Street, 19th Floor, Los Angeles, CA 90015. Operator is a California corporation. Operator shall staff a local operating business office for purposes of operation of the Parking System and contact and communication with Agency, parking customers and the general public, as further described in Section 301 of this Agreement.

II. § 200 TERM, CANCELLATION, AND RENEWAL

The initial term of this Agreement shall commence April 1, 2012, and continue through September 30, 2012.

Agency shall have, in its sole discretion, the option to renew and extend the terms of this Agreement for four one-year increments, renewable each year; such extended term to begin upon the expiration of the term of this Agreement, and all terms, covenants, and provisions of this Agreement shall apply to such extended term. If Agency shall elect to exercise such option, it shall do so not later than thirty (30) days prior to the expiration of the Agreement.

Operator agrees that by entering into this Agreement, it obtains no additional rights or privileges in the future regarding the operation of the Parking System and agrees that Agency has not waived or abrogated any power or discretion it has regarding the operation of the System upon termination of this Agreement. Non-enforcement of any condition or obligation of this Agreement by Agency shall not be considered a waiver of any other condition or obligation imposed by this Agreement.

Further, either Agency or Operator may cancel this Agreement at any time by providing a written notice of cancellation one hundred and twenty (120) days prior to cancellation. Prior to the termination or cancellation of the Agreement, Operator agrees to assist Agency with the orderly transition of the responsibilities for operation and maintenance of the System to ensure a seamless transition to a replacement operator. If necessary, Operator agrees to provide such services after the effective date of the termination or cancellation of the Agreement for compensation to be negotiated, in good faith, by the Parties, which shall in no event be an amount above the total sum paid to Operator in the thirty (30) day period prior to the effective date of the termination or cancellation for Operator's management fee.

III. [§ 300] OPERATIONS

A. [§ 301] Operations in General

Operator agrees to manage and operate the Parking System in a professional, economical and businesslike manner, satisfactory at all times to Agency. Operator agrees to accomplish the following unless otherwise directed by Agency.

ADD OPERATION AND MAINTENANCE OF THE Tennant T20 Industrial Rider Floor Scrubber

1. Maintain and staff a business and permit sales office ("Parking System Office") in a location designated and provided by Agency. Only business directly related to management, supervision, operation and administration of the Parking System shall be conducted in this office.
2. Employ parking staff (e.g. cashiers, supervisory staff, management staff and office administrative staff) and perform associated responsibilities including but not limited to employee recruitment, orientation, training, evaluation and discipline.
3. Provide on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues.
4. Use Operator's best efforts in every proper manner to maintain and develop the customer base of the System.

5. Perform cashiering and daily, weekly, and monthly auditing and reconciliation.
6. Provide bookkeeping and accounting functions such that gross revenues and expenses are individually computed for each Parking Facility listed in **Exhibit B** to this Agreement and as more fully described in Section 606 of this Agreement.
7. Contract with monthly parkers, and bill and collect payment for monthly parking in accordance with such contracts in compliance with all applicable Internal Revenue Service (“IRS”) regulations.
8. Sell parking validations to those entitled allowed to purchase and use validations and honor said validations in accordance with the validation program established by Agency. The existing validation program is described in the Parking Management Plans. Agency may modify the validation program in the future at its sole discretion.
8. Track revenues associated with the “First Hour Free” program, the cinema validation program and other such programs as requested by Agency.
9. Ensure that customers of the Parking System pay the proper amount for parking, and are not permitted to park free of charge, except upon express direction of Agency or in compliance with the Parking Management Plans.
10. Pursue payment and collect parking revenues from past due accounts and unpaid fines, fees and other charges consistent with Agency’s collections policy and the target for collections established by Agency and Operator in accordance with Section 302.
11. Conduct valet parking in the Parking Facilities only with the express authorization of Agency.
12. Pay the actual costs for all utilities, including charges for telephones and cellphones, gas, water, electricity, sewer, and trash collection.
13. Perform routine maintenance of and repairs to the Parking Facilities in accordance with Section 306.

14. Maintain all Parking System operating equipment and implement a preventative equipment maintenance program in accordance with Section 306.
15. Provide operational and maintenance supplies as are reasonably necessary to operate the Parking System.
16. Propose a customer service amenities program offering such services as: vehicle location assistance, vehicle lock-out assistance, tire inflation, etc. Implement those services approved and included in the Parking System budget by Agency.
17. Coordinate the operation of the Parking Facilities with public works contractors and tradespeople hired by Agency to perform work on a specific Parking Facility or to the System. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic and the shut down and activation of Parking Facility systems.
18. Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance and repair of a public parking system including but not limited to building and safety regulations and inspection requirements, environmental regulations and procurement regulations and policies. Conduct operations of the Parking System so they comply with applicable federal, state and local regulations.
19. Assist with the development of necessary operating policies and procedures. Implement policies and procedures approved by Agency.
20. Provide daily, monthly, and annual operations and financial reports.
21. Track parking-related statistics for all Parking Facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, and customer service, maintenance, and safety/security activities).
22. Provide parking management advice as necessary concerning operations, pricing, marketing, customer surveys, etc. Implement marketing programs approved and included in the Parking System budget by Agency.
23. Provide security services for the Parking System.

24. Cooperate with towing companies authorized by Agency to remove or relocate vehicles parked in a Parking Facility. Obtain approval from Agency for Operator's use of any towing company to remove or relocate vehicles in a Parking Facility. Ensure that removal or relocation of vehicles parked in a Parking Facility by someone other than the vehicle's driver is only done by a towing company approved by Agency.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in this Section 301, which has a contract value of more than \$3,000, including but not limited to staffing; accounting and reporting; cleaning, maintenance and repair; collections, security, marketing and customer surveys. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services, Operator shall comply with applicable state and local procurement requirements as stated in Section 315.

Operator shall not engage in any other business in any part of the Parking System, in or upon any of the Parking Facilities, or in the Parking System Office other than to provide additional services such as activating inoperative vehicles as requested by a customer of the System, which services have been approved by Agency by a written letter of approval. Operator shall provide to Agency a list of all costs for such approved, additional services, and these costs shall be approved by Agency by written letter of approval prior to the imposition of said costs for such services.

Operator shall report to Agency any and all damages or vandalism to any of the Parking Facilities and any and all claims for loss or damage to vehicles utilizing any Parking Facility, it being understood that Operator assumes full responsibility for processing and settling all such claims for loss or damage to vehicles utilizing any Parking Facility. Operator shall also notify Agency in writing of any and all claims identified or filed against Operator and/or Agency, immediately upon discovery of any such claim.

B. [§ 302] Operational Objectives and Standards

Operator shall be responsible for the day-to-day operation of the Parking System in a manner that ensures the safe, attractive, clean, and customer-friendly operation of the System.

Annually, during the budgetary process described in Section 608 of this Agreement, Agency and Operator shall agree upon a program of objectives and operational standards ("Parking System Annual Program" or "Annual Program") for the following fiscal year which shall address how the System is to be operated, maintained and marketed; customer service; technology upgrades; capital investments, etc. The Annual Program shall include Agency's collections policy and a target for collection of

past due accounts and unpaid fines, fees and other charges established by Agency and Operator.

Operator shall submit its proposal for the Annual Program by May 1 in 2013 for Agency's 2014 fiscal year, and similarly in 2014, 2015 and 2016, if Agency exercises the extensions provided in this Agreement. Agency and Operator shall prepare the final Annual Program, guided by the provisions of Agency's Parking Management Plans and the operational standards mutually acceptable to Agency and Operator. Agency and Operator may also refer to the National Parking Association's (NPA) Parking Garage Maintenance Manual or any other compilation of standards deemed useful by Agency and Operator. The final Annual Program shall be reduced to writing and made a part of Agency's overall budget for the subsequent year. Operator acknowledges that the Annual Program described herein shall be effective only when included within Agency's overall budget.

The proposed Annual Program shall also include a description of the employee orientation and training program and customer service assessment and improvement program that Operator intends to implement as part of the budget proposed for the upcoming fiscal year ("Annual Employee Training and Customer Service Programs"). The Annual Employee Training and Customer Service Programs shall include, but not be limited to, a comprehensive customer service training program for Operator's employees and for staff supplied to operate the Parking System by any independent contractor. Operator shall submit its proposed Annual Employee Training and Customer Service Programs to Agency by July 1, 2012 for the initial term of this Agreement and by May 1 of any extension of this Agreement thereafter.

If Agency decides to amend or update the operational standards in the Parking Management Plans, Operator shall, upon Agency's request, provide feedback and suggestions concerning Agency's operational standards.

C. [§ 303] Tax Exempt Nature of Parking Facilities, Condominium Declarations, and Parking Agreements

Operator shall operate all Parking Facilities in such a manner so as to not jeopardize the tax-exempt financing that provided for the acquisition and construction of the Parking Facilities that constitute the System. Similarly, Agency shall comply with IRS rules and regulations concerning qualified management contracts. In the event Agency's bond counsel or tax counsel determines an amendment is necessary to this Agreement to conform with the tax-exempt financing, Agency and Operator shall enter into such amendment. Several of the Parking Facilities are part of a condominium subdivision/plat. Under direction from Agency, Operator shall comply with the applicable Covenants, Conditions, and Restrictions (CCRs) of each Condominium Declaration where applicable. Several of the Parking Facilities are also governed by parking agreements with the owners, developers, or tenants of adjacent private development. Operator shall comply with those parking agreements where applicable.

D. [§ 304]Hours

Operator agrees to operate the Parking Facilities on the days and during the hours established by Agency. Hours of operation may be changed from time to time by Agency upon written notice given by Agency, and any such changes shall take effect on the dates stipulated by such notice.

E. [§ 305]Rates Enforcement and Parking Commitments

Operator agrees to charge and collect rates for parking motor vehicles and bicycle storage that shall be established by Agency from time to time as set forth in the Parking Management Plans or otherwise approved by the CCDC Board of Commissioners. Operator agrees that Agency may change parking rates from time to time at its sole discretion. New rates established shall become effective on the dates stipulated by Agency. Operator is encouraged to, with or without any specific request, recommend to Agency changes in parking rates.

Operator shall prepare and submit to Agency for its approval a parking enforcement policy to cover parking in designated areas, extended (overtime) parking, and the prevention of unauthorized parking. Agency may also direct Operator to enforce parking policies applicable to street level, surface parking spaces under the jurisdiction and control of Agency. Such action may include the issuance of parking violations for violating Agency's parking regulations.

Operator shall obtain the written approval of Agency prior to establishing the maximum number of monthly parkers in each Parking Facility and prior to entering into any multiple parking space rental agreement. Operator shall obtain the written approval of Agency prior to entering into any rental agreement for group parking or multi-user parking. Any such rental agreement shall be in compliance with any applicable IRS regulations concerning private use and shall not jeopardize the tax exempt nature of Agency's financing referenced above. Operator shall obtain the written approval of Agency prior to entering into any rental agreement involving an entity in which Operator has an interest, direct or indirect.

F. [§ 306]Maintenance, Repair and Inspection Obligations of Operator

Operator shall be responsible for the day-to-day maintenance and repair of the Parking System in a manner that ensures the cleanliness, safety and attractiveness of all the System. Such services shall include, but not be limited to, cleaning, painting, striping, trash removal, snow removal, cleaning elevator lobbies and cabs and cleaning stairwells and landings; minor maintenance and repair to the structure, plumbing, electrical, lighting, air ventilation and heating systems; and maintenance and repair to parking access and revenue control system ("PARCS") equipment not requiring a manufacturer's authorized technician ("Routine Maintenance and Repair"). Minor maintenance and repair is defined as maintenance and repair costing less than \$3,000

("Minor Maintenance and Repair"). For maintenance and repair costing more than \$3,000, Operator shall contact Agency for further instruction and authorization.

Operator further agrees to maintain the System, the equipment provided by Agency, and all parts thereof, in good condition and repair and in as safe condition as its operation will reasonably permit, and make all repairs thereto that may be reasonably necessary for this purpose including, but not limited to, the following:

1. Maintain all signage, pavement markings, curbs, bumper guards, and wheel blocks.
2. Maintain all PARCS equipment; including all gates, barricades, ticket spitters, ticket and AVI tag readers or other hourly, hotel or monthly customer access devices, fee displays, fee computers, etc., subject to 4. below.
3. Maintain the power sweeper and light duty truck assigned by Agency to the Parking System, and provide power sweeping services to other public facilities and spaces as Agency directs, subject to 4. below.
4. Where an equipment warranty requires maintenance and/or repair by a manufacturer's authorized technician, Operator shall obtain services from an authorized technician. When a piece of equipment subject to warranty malfunctions or breaks down, and an authorized technician is not expected to be available within a time defined by Agency as reasonable, Operator shall notify and consult with Agency.
5. Maintain the Parking Facilities and Parking System Office ("Premises") in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate in or upon the Premises; and remove snow, ice, and other obstructions from the Premises and from adjacent driveways and sidewalks if parking customers use said surfaces. Snow and debris removed shall not be placed upon the public ways or any portion thereof.
6. Perform Routine Maintenance and Repair obligations as described in this Section 306.
7. Maintain and keep in good working order all electrified and non-electrified directional, informational and advertising signs located within, on the exterior of, or associated with the Parking Facilities.

8. Maintain and keep in good working order all elevators. Arrange for annual inspection of elevators. Maintain records of inspections, and provide copies to Agency if requested to do so.
9. Maintain and keep in good working order all fire extinguishers and fire suppression systems. Arrange for annual inspection of fire extinguishers and fire suppression systems. Maintain records of inspections, and provide copies to Agency if requested to do so.
10. Maintain lights on the interior and exterior of the Parking Facilities.

Agency shall use maintenance standards of the NPA Maintenance Manual, or other recognized parking industry maintenance standards acceptable to Agency and Operator, as a guide in monitoring Operator's performance.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in the Section 306, which has a contract value of more than \$3,000, including but not limited to repair, maintenance and inspection services and public works construction. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services and public works construction, Operator shall comply with applicable state and local procurement requirements as stated in Section 315 in this Agreement.

Operator shall carry out all regular and daily maintenance duties and responsibilities through a designated maintenance person with either a maintenance crew staffed by Operator or an independent maintenance contractor. If Operator determines to contract out its maintenance responsibilities, Operator agrees to notify Agency prior to negotiation or execution of any agreement in order to determine whether such activities are subject to the competitive bidding requirements of the Purchasing by Political Subdivisions Act, Chapter 28, Title 67, Idaho Code, and Agency's Procurement Policy.

Operator shall comply with procurement requirements in the Idaho Code that apply to Agency whenever Agency funds are being used either directly or indirectly for procurement of public works construction, personal property, personal or professional services, and services from design professionals, professional land surveyors and construction managers.

In the event that Operator shall fail to comply with any of the aforementioned obligations, Agency may, after forty-eight (48) hours' written notice to comply, in addition to other remedies set forth herein, enter upon the Premises and take all steps necessary to ensure compliance with the above obligations. All work, labor, and materials shall be charged to and paid for by Operator, plus a reasonable amount for the

overhead of Agency, and such cost shall not be a reimbursable operational expense under Sections 604 and 605 of this Agreement.

G. [§ 307]Finance Procedure

As soon as practical but no later than the next banking day following receipt of any gross revenues, Operator shall deposit said gross revenue in an account of and to the credit of Agency, in such bank or other depository as Agency shall approve. After deposit, such monies shall be under the complete control of Agency. Agency shall approve the manner in which deposits are made, provided Operator shall be responsible for all such monies up to the time of deposit. Monies payable by Operator to Agency shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, uncollected parking fees, and dishonored checks. Any such shortages, undercharges, uncollected fees, and dishonored checks shall be included in gross revenues. Operator also agrees to time stamp transient parking tickets, to make and collect parking charges, and to prepare and transmit daily reports in the manner and form designated by Agency.

By the 7th of each month Operator shall prepare and submit final monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate.

All source records of gross revenues, which shall include but not be limited to parking tickets, cash register tapes, shift reports, master reports, daily revenue reports, whether computer generated or manually generated, shall be kept by Operator at all times. These records are owned by Agency but shall be maintained by Operator for one year from the date the annual financial report is delivered to and accepted by Agency. At the end of the one year period, these records shall be delivered to Agency for further disposition. Agency shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose shall be maintained by Operator. Operator shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of time requested by Agency.

Operator shall pursue payment and collect parking revenues from past due accounts and unpaid fines, fees and other charges consistent with Agency's collections policy and the target for collections established in the Annual Program as provided in Section 302.

H. [§ 308]Performance Requirements and Assessment

Operator shall submit to Agency proposed performance measures for the initial term by May 1, 2012. Agency and Operator shall establish mutually agreed upon performance measures by May 15, 2012. Operator shall submit a written report to Agency providing an assessment of its performance relative to the agreed upon performance measures by September 1, 2012. Agency shall provide to Operator by

September 15, 2012, an initial performance assessment and recommended performance objectives and improvements for the period from October 1, 2012 to September 30, 2013 (if Agency exercises its option to extend the Agreement.)

During each extension exercised by Agency, Operator shall submit a written report to Agency providing an annual assessment of its performance relative to the agreed upon performance measures by August 15. By September 15, Agency shall provide to Operator a written annual performance assessment, which shall assess:

1. Operator's compliance under the terms of this Agreement with specific emphasis on the requirements set forth in Sections 301, 302, 306, 307, 308, 403, 606 and 609.
2. Operator's performance relative to the performance measures established for the preceding twelve months.
3. Other items appropriate under the terms of this Agreement.

The results of this performance review inform the negotiation of the management fee and any merit increase included in Operator's budget for the subsequent fiscal year.

Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than September 15 for the following twelve months.

During each extension exercised by Agency, Operator and Agency shall conduct an informal performance conference no later than April 1 to discuss Operator's performance including accomplishments relative to agreed-upon performance measures and operational standards and any need for performance improvements. Agency shall create a written summary of this conference, and if needed, an action plan shall be included and provided to Operator.

Operator and Agency shall conduct periodic on-site tours of the Parking Facilities as needed to identify items needing attention or improvement, and shall create by mutual agreement a checklist of action items for Operator and Agency to address.

I. [\$ 309] Alterations

Operator shall make no alterations or additions to the Premises and appurtenances without prior written consent of Agency. It is expressly agreed that all appurtenances, presently or hereafter located in and upon the Premises, whether affixed thereto or not, are and shall remain the property of Agency.

J. [\$ 310] Rebate to Operator Prohibited

It is understood that any rebate to Operator or its officers or employees of any portion of any expenditures representing an operating expense, as defined in Section 605,

by any person, firm, or corporation that has provided goods or services to Operator shall be passed on to Agency or be recorded as a reduction in Operator's operating expenses.

K. [§ 311] Authority to Contract Limited

No employee or agent of Operator shall contract directly or indirectly, either as an owner, employee, or agency, for services over and above his duties or scope of employment, except with the prior written approval of Agency.

L. [§ 312] Damage by Operator

Operator shall pay for and repair any damage to the Parking System or the Parking System Office equipment therein caused by the negligence of its employees. Such cost and repair shall not be a reimbursable operating expense.

M. [§ 313] Agreement Not a Tenancy

Nothing in this Agreement shall be construed as creating a tenancy between Agency and Operator, nor shall Operator be deemed to have the right of occupancy to the Parking System or the Parking System Office or any part thereof.

N. [§ 314] Independent Contractor

The Parties agree that, except as hereinafter specified, Operator shall render services to Agency as an independent contractor and not as an employee of Agency.

O. [§315] Procurement Requirements and Guidelines

Operator shall follow the statutory procurement requirements as set forth in Title 67, chapter 28 of the Idaho Code and procurement guidelines in Agency's Procurement Policy when procuring any goods or services.

IV. [§ 400] PERSONNEL

A. [§ 401] Selection and Salaries

Operator agrees to secure, furnish, train, and pay for all personnel as are reasonably necessary to be employed in the successful operation of the System. Such personnel shall include a full-time, on-site general manager ("General Manager") for the System, the selection and salary being subject to the approval of Agency Executive Director. Any and all employees of Operator, or other persons, while engaged in the performance of any work or services required by Operator under this Agreement, shall be considered employees or agents of Operator only, and not employees of Agency or have any contractual relationship with Agency. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Idaho, or similar act on behalf of

said employees or other persons while so engaged in any work or services provided to be rendered herein, shall be the sole obligation and responsibility of Operator.

Operator and Agency acknowledge Operator intends to engage the services of The Car Park, Inc., an Idaho corporation (“The Car Park”) to perform some of Operator’s obligations under this Agreement including, but not limited to, supply a General Manager and staff for the day-to-day operation of the Parking System. Agency consents to Operator’s engagement of The Car Park as an independent contractor of Operator. The Parties acknowledge and agree that Agency and The Car Park have no contractual or employment relationship concerning the System.

In the event Operator terminates its independent contractor relationship with The Car Park and desires to engage another independent contractor to perform Operator’s obligations including supplying a general manager and staff for the day-to-day operation of the Parking System under this Agreement, Operator shall first obtain Agency’s written approval of The Car Park’s replacement or any subsequent replacement, such approval not to be unreasonably withheld.

Operator shall provide a copy of the agreement between Operator and The Car Park (“Ampco-Car Park Agreement”) to Agency prior to Agency’s execution of this Agreement, and Agency shall have the right to request revisions to Ampco-Car Park Agreement as a condition of executing this Agreement. If Operator elects to engage another independent contractor for the purpose of supplying the General Manager and staff for the day-to-day operation of the Parking System, Operator shall provide a copy of the agreement between Operator and the independent contractor to Agency (“Operator-Independent Contractor Agreement”), and Agency shall have the right to request revisions to Operator-Independent Contractor Agreement as a condition of approving the an independent contractor engaged for this purpose.

Agency’s acknowledgement or approval of Operator’s selection and engagement of The Car Park or any other entity to perform any of Operator’s obligations under this Agreement shall not relieve Operator of any such Obligation.

B. [§ 402] Equal Opportunity and Americans with Disabilities Act

All persons employed or applying for employment with Operator shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment, or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, marital status, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

Operator as an employer is hereby required to provide equal employment opportunities to the end that all Operator employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification

and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

Operator shall also be familiar with and adhere to the specific provision of the Americans with Disabilities Act of 1990 relating to Title I - Employment and Title II - Public Services. Additionally, Operator will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned Titles.

C. [§ 403] Personnel Guidelines

Operator further agrees to:

1. Select staff with attention to meeting the objectives and standards set by Agency for the Parking System.
2. Provide an on-going comprehensive orientation and training program for its employees assigned to the System, and for any staff supplied by an independent contractor for operation of the System. Such program shall be submitted in writing to Agency no later than the time set forth in Section 302 of this Agreement.
3. Establish a performance review process for staff which includes, at a minimum, setting annual performance goals, an annual performance assessment and periodic feedback on how staff is meeting its performance goals.
4. Educate staff as to the objectives and standards contained in the Annual Program for the System, and include how staff performs relative to these objectives and standards in staff performance reviews.
5. Maintain a close watch over attendants to ensure that they discharge their duties in a safe, courteous, and efficient manner and maintain a high standard of safety and service to the public.
6. Ensure attendants shall wear appropriate uniforms and present a neat and clean appearance at all times. Operator shall obtain approval from Agency as to color and design of the uniforms. Uniforms shall use the logo established by Agency for the Parking System and not Operator's logo.
7. Supervise and train personnel to provide friendly customer service to all users of the System and visitors to the Parking Facilities and Parking System Office.

8. Ensure staff furnishes customer service on a fair, equal, and non-discriminatory basis to all users of the Parking System.

V. [§ 500] MAINTENANCE OBLIGATIONS OF AGENCY

Operator agrees to maintain and pay for Routine Maintenance and Repair of the Parking Facilities as described in Sections 301 and 306. Agency is responsible for repairs determined by Agency to be beyond the scope of Routine Maintenance and Repair, and for capital investments in the Parking System (“Major Repair and Capital Investments”). Operator shall cooperate with Agency during major repair, and construction and/or installation of capital investments in the Parking System. Agency and Operator shall establish definitions for routine maintenance and repair in contrast to major repair and capital investments.

VI. [§ 600] PAYMENTS TO OPERATOR, BUDGET, ANNUAL REPORTS, BOOKS, AND RECORDS

A. [§ 601] Fees and Insurance Costs

1. [§ 602] Fee for the System

Agency shall pay to Operator an annual management fee as stated in **Exhibit C**. This fee shall be prorated for the six months in the initial term of this Agreement and paid in monthly installments through September 30, 2012. The amount of the fee for Agency’s subsequent fiscal years i.e., FY2013, 2014, 2015, and 2016 (if Agency exercises its option to extend the Agreement) shall be negotiated each year prior to Agency’s approval of its subsequent fiscal year’s annual operating budget.

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus ranging from 0-5% of the management fee for the fiscal year just ending. The performance bonus percentage shall be based on Operator’s annual performance review for the fiscal year just ending. The performance review shall be based on performance measures previously established by Agency and Operator and shall be conducted as described in Section 308 of this Agreement. Agency shall pay Operator’s performance bonus in a lump sum payment no later than September 30 of the fiscal year just ending. Agency’s fiscal year is October 1 – September 30.

The fee is intended to cover all administrative costs and expenses incurred by Operator as well as any and all operating expenses not defined as reimbursable operating expenses in Section 605 and not defined as indirect costs in Section 606 of the Agreement. Notwithstanding the provisions of **Exhibit C** to this Agreement, Operator’s

management fee shall be subject to written approval by Agency bond counsel and/or tax counsel.

Agency shall reimburse Operator an annual amount for insurance costs for coverages required in Section 700 et al (except for the fidelity bond and the performance bond described in Section 702 of this Agreement). The annual amount shall be stated in Operator's approved annual operating budget, which is shown in **Exhibit C** attached hereto and incorporated herein by this reference. The amount for the initial term of this Agreement is shown in **Exhibit C**. The amount of insurance costs for subsequent years shall be negotiated each year prior to Agency's approval of its subsequent year's annual operating budget.

B. [\$ 603] Operating Expenses

1. [\$ 604] Reimbursement for Operating Expenses

Operator shall pay all operating expenses as they come due.

Agency shall reimburse Operator for its monthly cost of operation in the following manner: Operator will deliver to Agency on or before the seventh (7th) day of the following month the financial reports and costs to operate the System. Reports shall be in a format and at a level of detail acceptable to Agency, with supporting documentation as required by Agency. Costs shall only include items defined in direct and indirect operating expenses in Sections 605 and 606, and as further defined in Operator's approved annual operating budget. Agency will reimburse Operator within thirty (30) days following receipt and acceptance of the financial reports for the balance due and owing to Operator.

2. [\$ 605] Operating Expenses Defined

"Operating Expenses," as defined in this section, means and is limited to the cost of:

- Salary of General Manager;
- Salaries of employees working in the System;
- Social Security and Medicare taxes;
- Unemployment taxes;
- Workers' Compensation and Employer's Liability insurance;

- Operator's portion of Medical/Dental/Vision premium payments for employees
- Pension plans (if applicable);
- Uniforms and laundry;
- Office supplies;
- Office space rental;
- Advertising, marketing, and promotion, as approved in advance by Agency;
- Routine Maintenance and Repair (as described in Section 306);
- Operational supplies required to operate the Parking System (including, but not limited to, tickets, hang-tags, AVI tags, access cards and other customer access devices; permits, validation stamps, etc.);
- Recruiting employees and employee orientation and training;
- Sweeping, cleaning, and trash removal;
- Snow removal;
- Purchasing signs (when approved in advance by Agency);
- Utilities (including telephone, cellphones, gas, water, electricity, sewer, and trash collection)
- Routine elevator maintenance contracts and monthly fees for elevator telephones, security systems, and fire alarms;
- Annual inspection of fire extinguishers, fire suppression systems and elevators; and
- Premiums for insurance coverage required under Section 700 et al of this Agreement (except for the fidelity bond and the performance bond described in Section 702 of this agreement).

Agency may, from time to time through the term of this Agreement and any extensions thereof, directly provide reimbursable goods or services that are included in

the budget or were previously approved by Agency in writing, and which Agency determines would be best provided by Agency directly.

Notwithstanding the foregoing, unless Operator is notified in writing by Agency that the operating expense associated with the purchase or performance of certain goods or services will be incurred by Agency, all operating expenses shall be reimbursed by Agency to Operator at Operator's cost without mark-up. By the 7th of each month, Operator shall submit a monthly expense invoice, certified by an officer of Operator. Agency staff have the right to use such methods as they deem necessary and appropriate to verify amounts claimed on expense invoices.

3. [\$ 606] Accounting for Direct and Indirect Operating Expenses

Operator shall keep specific records and accounts for those operating expenses directly related to the operation of each Parking Facilities in the System. For those operating expenses indirectly related to the operation of each Parking Facility, which expenses are associated with operation of the entire System, Operator shall report those expenses by budget category. All expenses are to be passed through at the actual costs incurred. Expenses may not be "marked up."

C. [\$ 607] Taxes

It is the intention of Agency and Operator that the System and its operation be exempt from taxation. In the event that any unit of government having taxing authority establishes its right to tax the System or its operation, then, and in that event, all taxes which are assessed shall be considered operating expenses within the meaning of Section 605.

D. [\$ 608] Budget

For the initial term of this Agreement, the operating budget and management fee for Operator for the period from April 1, 2012 and ending September 30, 2012 shall be as shown in **Exhibit C**.

Thereafter, if Agency exercises the extensions provided for in this Agreement, Operator shall prepare an annual operating budget, by Parking Facility, and submit same to Agency by June 1 for Agency's next Fiscal Year commencing October 1. (Operator shall also prepare an Annual Program as described in Section 302 and submit same to Agency by May 1.) As set forth under the Idaho Urban Renewal Law, Agency's fiscal year commences each October 1st and ends each September 30th.

After submittal of the budget, Agency and Operator shall meet for the purpose of reviewing the budget and for inclusion of the budget described in this section in Agency's overall budget. (The Annual Program shall also be included in Agency's overall budget as described in Section 302.) Operator acknowledges that the Annual Operating Budget described herein shall be effective only when included within Agency's overall budget.

E. [§ 609] Accounts, Reports, and Audits

Operator shall prepare and submit monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate. Such statements shall clearly delineate between direct and indirect costs of operation attributable to the System and any costs incurred by Operator for managing other properties for which Operator is responsible.

Operator shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation and as from time to time may be required by Agency, in accordance with generally accepted governmental accounting principles (GAAP). Operator shall keep all financial records and other records described in this Agreement in a manner and format acceptable to Agency. Agency, at all times throughout the term of this Agreement shall have the right to inspect, audit, and examine during normal working hours all such records and books of account relating to Operator's operation hereunder, provided that Operator shall not be required to retain such books of account and records for more than one (1) year from the date Operator's annual financial report is delivered to and accepted by Agency. At the end of the one year period, the related books of account and records shall be delivered to Agency for further disposition. The books of account and records shall reflect, but not be limited to, daily volume of parking and income and expense accounts per Parking Facility.

Such books, accounts, and statements shall also be subject to inspection under the provisions of Section 920 of this Agreement. Agency shall conduct an annual audit of the System operations. Operator agrees to provide Agency's auditors such information as may be needed to conduct such annual audit and to cooperate fully with Agency's auditors.

In addition, Operator shall make its records available to Agency at any time requested for inspection and review so that Agency staff may conduct internal audit review and testing, including but not limited to:

1. Proper internal control procedures in compliance with GAAP are in place;
2. Stated internal control procedures are consistently followed;
3. Accounting records are complete and accurate; and
4. Reported activity and balances can be verified with supporting documentation.

Finally, Agency may, at its discretion, have an independent audit conducted of Operator. If this audit should identify known or projected misstatements or errors of a

material amount (exceeding 5% of annual revenue), Operator shall be required to reimburse Agency for the error and for 50% of the audit fees. Should the audit uncover fraud or other misconduct in any amount, Operator shall be required to reimburse Agency for the amount and 100% of the audit fees.

VII. [§ 700] INDEMNITY, INSURANCE, AND BONDS

A. [§ 701] Property Damage or Injury Indemnification

Operator covenants and agrees to pay, subject to all provisions of this Agreement, all damages for injuries to real or personal property or bodily and personal injury or death to the extent caused by any intentional or negligent act, misconduct or other fault, or any omission to act of Operator or any servant, agent, or employee of Operator in connection with the operation of the System under this agreement. Operator covenants and agrees to defend, indemnify, and hold Agency harmless against all liabilities, losses, costs, damages, expenses, causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever that may in any way come against Agency for or on account of personal injuries or death, and damage to real or personal property or to the loss of any personal property to the extent the same are caused or claimed to have been caused by Operator or any servant, agent or employee of Operator, including court and stenographic costs and an amount in reimbursement of reasonable attorney fees, but only to the extent same are caused or claimed to have been caused by negligence, misconduct, or other fault of Operator, its servants, agents, or employees; provided however, that Operator shall have no obligation to indemnify and hold Agency and its respective officers, agents, or employees, harmless from and against any matter to the extent it arises from the act of negligence or willful act of Agency or its respective officers, agents, or employees.

In case any action or proceeding is brought against Agency or its respective officers, agents, or employees, by reason of any such claim, Operator, upon written notice from Agency, shall, at Operator's expense, resist or defend such action or proceeding.

The limits of insurance required under this Agreement shall not be deemed a limitation of the covenants to indemnify, defend, and hold Agency harmless.

B. [§ 702] Fidelity and Performance Bonds

Operator agrees to furnish a fidelity bond held by a company approved by Agency, indemnifying Agency against any dishonest acts of Operator or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than \$100,000 for all employees.

Operator agrees to provide a performance bond approved by Agency or a cash deposit in the amount of \$100,000, conditioned upon the full faithful performance by Operator of each and all of the covenants and agreements and undertakings set forth in the Agreement.

C. [§ 703] Insurance

Operator shall procure and maintain continuously in effect, during the term of this Agreement, policies of insurance of the kind and amount, as follows:

1. Worker's compensation coverage and employer's liability coverage as required by Idaho law.
2. Commercial general liability insurance, in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, products, and completed operations coverage.

Such insurance shall provide that Agency is a named additional insured and that the policy may not be canceled without thirty (30) days' notice to Agency.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective officers, agents, or employees, as additional insureds.
4. Robbery and holdup insurance (inside and outside) with \$5,000 limit per occurrence.

The foregoing insurance coverage, to the extent such coverage is triggered and / or applicable, shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Operator's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Operator has obtained the insurance required in this Section shall in no manner lessen or affect Operator's other obligations or liabilities set forth in the Agreement.

All insurance provided by Operator under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Operator hereby releases Agency, including its respective officers, agents, or employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Operator's performance under this Agreement or construction of the Development.

Agency and Operator shall consider amendments to this section in order to comply with Agency's Parking Management Plans, Parking Agreements, or bond covenants and to respond to recommendations by Agency's Insurance Consultant.

D. [§ 704]General Insurance Requirements

All insurance required in this Section shall be taken out and maintained by insurance companies licensed in the State of Idaho with no less than an "A" rating by A.M. Best. Operator shall furnish Agency policies evidencing all such insurance or a certificate or certificates of the responsible insurers, stating that such insurance is in full force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to Agency of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance are subject to Agency's approval.

The insurance coverage herein required may be provided by a blanket insurance policy or policies.

E. [§ 705]Agency Option

Agency may, at its option, provide that in lieu of the insurance requirements provided herein, it shall operate the System on a self-insurance or partially self-insured basis or may obtain the insurance itself, in which event or events Operator shall be entitled to purchase insurance providing coverage for itself for any liability which Operator may have under Idaho law and to charge the premium cost of said insurance as an operating expense under Section 605 hereof.

F. [§ 706]Insurance Consultant

Under the provisions of Agency's bond financing covenants, Agency is required to retain an Insurance Consultant who shall review the insurance coverage of Agency to deal with, among other things, fire and peril insurance, business interruption insurance, flood insurance, and earthquake insurance. Operator agrees to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

**VIII. [§ 800] DEFAULTS, REMEDIES, TERMINATION, AND
ALTERNATIVE DISPUTE RESOLUTION**

A. [§ 801]Surrender of System

Upon termination of this Agreement, by lapse of time or otherwise, Operator shall surrender and turn over possession of the System to Agency in the same manner and condition as it received the System, excepting reasonable wear and tear.

B. [§ 802] Effect of Default

It is expressly agreed between the Parties hereto that in the event any Parking Facility is deserted, vacated, or abandoned, or if Operator shall sell, assign, or pledge this Agreement except as provided herein; or if default be made in the performance of any of the covenants and agreements to be performed by Operator; or if Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, or requirements of the federal, state, or city governments; or if Operator shall file a petition in bankruptcy, or make an assignment for the benefit of creditors or take advantage of any insolvency act, Agency may elect to terminate this Agreement and the terms hereof. In the event Agency elects to terminate this Agreement because of a violation of this section, upon such termination, Operator shall compensate Agency for the loss in revenue suffered by reason of such termination.

If Operator is in default of any of the terms and conditions of this Agreement or violates any law or ordinance or rules and regulations and fails or refuses, after ten (10) days' written notice, to perform or correct conditions by which such Agreement is breached, then this Agreement shall be deemed terminated without notice or demand.

In the event of any default or breach of this Agreement by Operator, Agency, in addition to any other rights or remedies it may have, shall upon three (3) days' written notice have the immediate right of reentry. Upon exercise of the right of reentry, Agency may require Operator to remove all of Operator's property and restore the System.

Should Agency at any time terminate this Agreement for any breach, Agency may recover from Operator for any direct damages incurred by reason of such breach, including the costs of recovering the System, the loss in revenue suffered by reason of such termination, and reasonable attorney fees. In the event of such termination, Agency may withhold any future payments to Operator, on a pro-rated basis, in settling all accounts.

No payment of money by Agency to Operator after default, cancellation, or expiration of this Agreement or any extension thereof, shall reinstate, continue, or extend the term of this Agreement or affect any notice given to Operator by Agency or operate as a waiver of any right of Agency.

C. [§ 803] Legal Actions

1. [§ 804] Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

2. [§ 805] Applicable Law

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

3. [§ 806] Acceptance of Service of Process

In the event that any legal action is commenced by Operator against Agency, service of process on Agency shall be made by personal service upon the Chairman of Agency or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Operator, service of process on Operator shall be made by personal service upon Operator or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

4. [§ 807] Alternative Dispute Resolution

In the event that a dispute arises between Agency and Operator regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly provide written notice to 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 may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

D. [§ 808] Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Specifically, Agency retains all the rights and remedies stated herein without exception, including but not limited to recovering on the fidelity bond, performance bond, and insurance policies defined in Sections 702, 703, and 704 of this Agreement.

E. [§ 809] Attorney Fees

In the event of any action or proceeding at law or in equity, including arbitration, between Agency and Operator to enforce any provision of this Agreement or to protect or

establish any right or remedy of either Party hereunder, the unsuccessful Party to such action shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment or award.

F. [§ 810] Choice of Law

This Agreement shall be interpreted in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Operator or Agency.

IX. [§ 900] MISCELLANEOUS

A. [§ 901] Notice

All notices, demands, or other communications required to be in writing by this Agreement shall be deemed given when personally delivered, delivered by courier, or sent by certified or registered mail, postage prepaid, with proper address as indicated below. Agency and Operator may, by written notice given to each to the other, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement.

Until otherwise provided by the respective Parties, all notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective Parties, all notices, demands, and communications to each of them shall be addressed as follows:

To Agency:

Anthony Lyons, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702-5804
208-384-4264
alyons@ccdcboise.com

To Operator:

Rod Howery, Regional Vice President
Ampco System Parking
600 Harrison Street, Suite 600
San Francisco, CA 94107
415-351-4450

Ampco System Parking
Corporate Offices
1150 S. Olive Street
19th Floor
Los Angeles, CA 90015
213-284-7672

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier, E-mail or FAX. Either Party may, by written notice, change the address, telephone number FAX number, or e-mail address listed above.

B. [§ 902] Compliance with Laws and Ordinances

Operator agrees to operate the System in compliance with this Agreement and all laws and ordinances in effect or which may hereafter be adopted, including, but not limited to, federal law and regulation, laws of the State of Idaho and ordinances of Ada County, Boise City and Ada County Highway District.

C. [§ 903] Rules and Regulations

Agency may, at its discretion, adopt reasonable rules and regulations relating to the operation and use of the System, and Operator agrees to abide by such rules and regulations.

D. [§ 904] Assignability by Operator

The rights, obligations and duties under this Agreement of Operator shall not be assigned or transferred, in whole or in part, without the prior written permission of Agency.

E. [§ 905] Damage, Destruction, or Sale

If during the term of this Agreement all or any part of any Parking Facility which is part of the System shall be destroyed or materially damaged from any cause, Agency shall have the option to repair, replace, and restore the damaged portion of the Parking Facility to its former condition or to discontinue all or any part of the operations of the Parking Facility. In either case, Agency may, at its option, cancel, modify, or suspend the operation of this Agreement as it related to such Parking Facility upon thirty (30) days' written notice to Operator. In such instance, Operator's expenses and Operator's fees shall be adjusted accordingly. Likewise, such adjustment shall be made in the event Agency sells or transfers any Parking Facility which constitutes part of the System.

F. [§ 906]Handicapped Parking

In order to comply with applicable standards established by federal, state, or local law, parking spaces for access by the handicapped shall be designated in each Parking Facility by mutual agreement of Agency and Operator as may be required.

G. [§ 907]Advertising and Promotion of the System

Agency may, from time to time, request Operator or others to advertise and promote the System in a manner approved by Agency. The costs for this advertising and promotion will be reimbursed to Operator by Agency as an operating expense under Section 605. Agency reserves the right to sell advertising space in the elevators, garage walls, gate arms, etc. as an additional revenue source as allowed by law or regulation. All advertising media shall be the property of Agency.

H. [§ 908]Operator to Cooperate

If Parking Facilities in the System are operated by more than one operator, each operator, including Operator, shall cooperate with Agency and the other operators in carrying out mutual programs and policies.

I. [§ 909]Option to Add Parking Facilities /Option to Delete Parking Facilities

Agency may add to this Agreement additional Parking Facilities which shall be managed by Operator under the same terms and conditions of this Agreement. Likewise, Agency may delete from this Agreement those Parking Facilities which may be closed or conveyed to others.

J. [§ 910]Free or Reduced Fee Use of Parking Facilities

Agency may allow free or reduced fee parking in its Parking Facilities for certain events or programs. If Agency permits reduce fee parking in Parking Facilities, Operator shall manage the operation of the Parking Facility or lot as directed by Agency. Any expenses incurred will be reimbursed as an operating expense as defined in Section 605, but will not be included as an operating expense for net revenue calculations.

K. [§ 911]Reserved

[Reserved]

L. [§ 912]Event Parking

Agency intends that the System will be open for events throughout the Project Areas. Operator shall manage the System to accommodate these events and set event rates as directed by Agency, and shall provide any accounting for the individual events as

required by Agency. Operating expenses incurred to accommodate event parking shall be included in the reimbursable expenses, and revenues shall be included in total gross revenues per Parking Facility. Operator shall perform all prepaid event parking marketing as directed by Agency.

The Parking Management Plans describe the impact of Event Parking on Agency's Parking System. Operator shall be expected, working in conjunction with Agency, to administer the Event Parking Plan.

M. [§ 913] Agency's Right to Access Parking System Office

Agency reserves the right to access the Parking System Office without need for notice.

N. [§ 914] Agency's Right to Inspect and Make Repairs

Agency shall have the right, at such times as may be reasonable under the circumstances, and with as little interruption to Operator's operations as is reasonably practicable, all as determined by Agency to:

1. Inspect the Parking System at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Operator has complied and is complying with the terms and conditions of this Agreement.
2. Perform maintenance and make repairs and replacements.
3. Perform maintenance and make repairs and replacements in any case where Agency determines that it is necessary or desirable to do so in order to preserve the structural safety of the System or of individual Parking Facilities or to correct any condition likely to cause injuries or damages to persons or property.

O. [§ 915] Descriptive Headings

The headings used herein are for description only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of this Agreement.

P. [§ 916] Severability

If any provision of the Agreement shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

Q. [§ 917] Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and by their respective successors in interest.

R. [§ 918] Not a Lease

The Parties acknowledge that this Agreement does not constitute a lease of any Parking Facility or of the System in total and Operator assumes no responsibility for taxes, repairs, or upkeep of the System, except as provided in Sections 301 and 306 of this Agreement.

S. [§ 919] Governmental Action

In the event any governmental authority takes any action that inhibits or adversely affects vehicle ingress to or egress from a Parking Facility in the System or from the System in total, whether by threat of eminent domain or any other government power, or if any governmental authority takes any action relating to the parking, fueling, or use of motor vehicles which causes or substantially contributes to a reduction in the use of the Parking Facilities or the System in total, Operator shall have the right to terminate this Agreement by giving one hundred twenty (120) days' written notice to Agency or continue its operations in the remainder of the System, if any, with an appropriate negotiated adjustment to Operator's compensation.

T. [§ 920] Inspection of Books and Records

Agency has the right during normal business hours without need for notice to inspect the books and records of Operator pertaining to the System as pertinent to the purposes of this Agreement.

U. [§ 921] Amendments to This Agreement, Bond Counsel/Tax Counsel Modifications

Operator and Agency agree to mutually consider requests for amendments to this Agreement which may be made by any of the Parties hereto or bond counsel, tax counsel parking consultants, insurance consultants, or financial consultants to Agency or Operator, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. The Agreement is specifically conditioned upon review and approval by bond counsel/tax counsel. Any suggested changes by bond counsel/tax counsel shall be memorialized by amendment to this Agreement.

V. [§ 922] Identity and Authority of Agency

Each of the persons executing this Agreement on behalf of Agency does hereby covenant and warrant that Agency has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Agency and no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Agency. Upon Operator's request, Agency shall provide Operator with evidence reasonably satisfactory to Operator confirming the foregoing covenants and warranties.

W. [§ 923] Identity and Authority of Operator

Each of the persons executing this Agreement on behalf of Operator does hereby covenant and warrant that Operator has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Operator; that no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Operator. Upon Agency's request, Operator shall provide Agency with evidence reasonably satisfactory to Agency confirming the foregoing covenants and warranties.

X. [§ 1000] COUNTERPARTS

This Agreement may be executed in any number of counterparts, and once so executed by all Parties hereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

XI. [§ 1100] ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes:

- Exhibit A: Map of the Project Areas & Parking System;
- Exhibit B: List of Parking Facilities in Agency's Parking System;
- Exhibit C: Approved Operator Budget & Management Fee
(April 1 – September 30, 2012)

Attachment 1: Central District Public Parking Management Plan

Attachment 2: Public Parking Management Plan for Ada County Courthouse
Corridor

Exhibits A, B and C and Attachments 1 and 2 attached hereto are incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

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

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

XII. [§ 1200] EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be April 1, 2012.

IN WITNESS WHEREOF, Agency and Operator have caused this Agreement to be executed in their respective corporate names, all as of:

[Signatures appear on the following page.]

CAPITAL CITY DEVELOPMENT CORPORATION
"Agency"

By _____
Anthony Lyons, Executive Director

Date: _____

Approved as to Form

AMPCO SYSTEM PARKING
"Operator"

By _____
Rod Howery, Regional Vice President
600 Harrison Street, Suite 600
San Francisco, CA 94107
415-351-4450

Date: _____

ATTEST:

By _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A
Agency Project Areas & Parking System

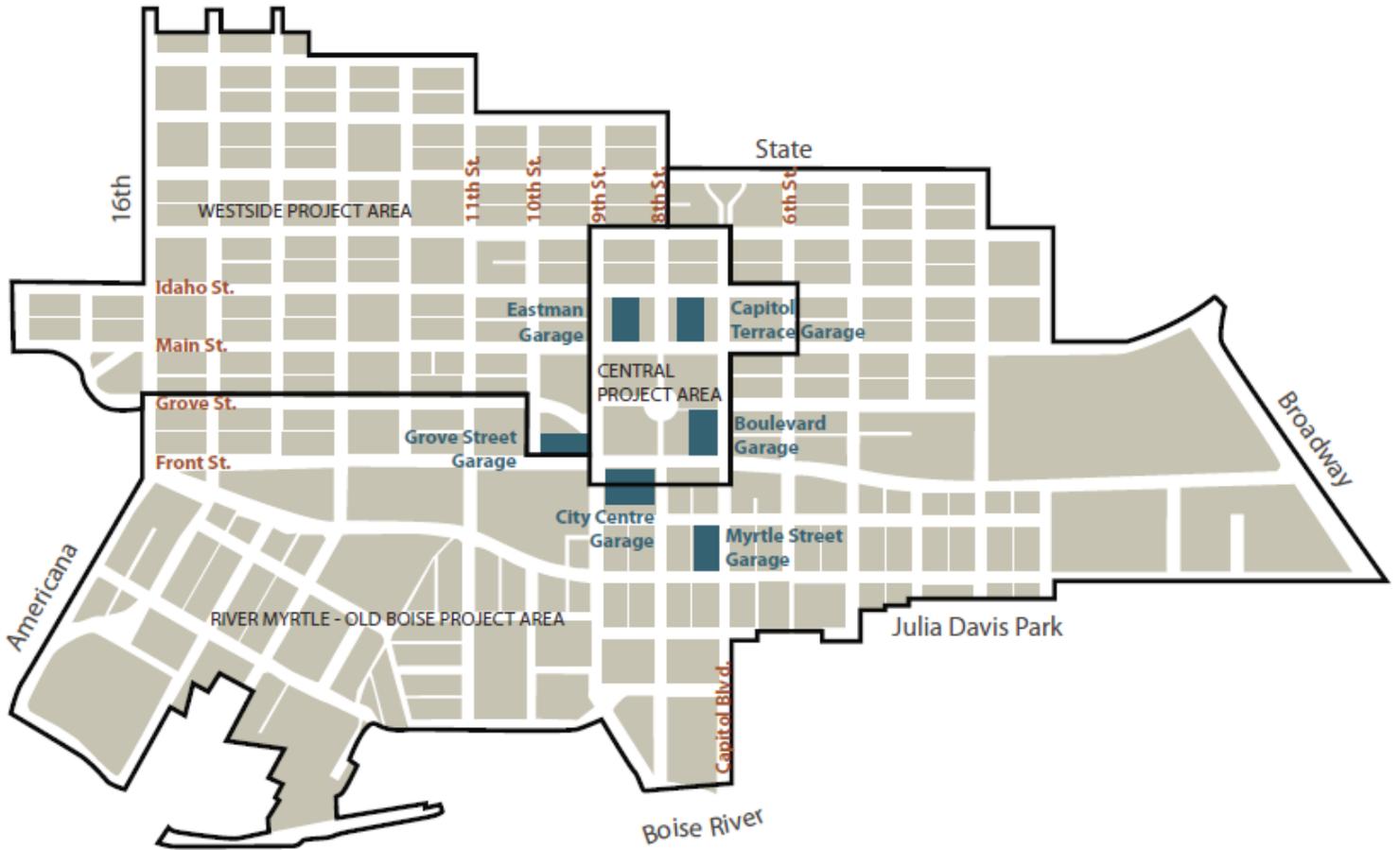


Exhibit B
List of Parking Facilities in Agency's Parking System
(As of April 1, 2012)

1. Eastman Parking Garage
838 N. Main Street
Boise ID 83702
396 parking spaces
2. Capitol Terrace Parking Garage
770 W. Main Street
Boise ID 83702
495 parking spaces
3. City Centre Parking Garage
312 S. 9th Street
Boise, ID 83702
568 parking spaces
4. Grove Street Parking Garage
230 S. 10th Street
Boise ID 83702
543 parking spaces
5. Boulevard Parking Garage
245 S. Capitol Boulevard
Boise, ID 83702
216 parking spaces
6. Myrtle Street Garage
789 W. Broad Street
Boise ID 83702
343 parking spaces

Total Spaces: 2,561

Exhibit C
Approved Operator Budget & Management Fee
April 1, 2012 – September 30, 2012

1. Operating Budget

The six month operating budget from April 1, 2012 through September 30, 2012 for the Operator shall be:

EIGHT HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED FORTY
FOUR DOLLARS (\$853,544).

Payments shall be made by Agency to Operator on a monthly basis in accordance with Section 600 et.al. of this Agreement.

2. Management Fee

The management fee due to the Operator for the six month term from April 1, 2012 through September 30, 2012 shall be:

THIRTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200)

The management fee shall be paid in six monthly installments in accordance with Section 600 et.al. of this Agreement. The amount of the management is included in, and not in addition, to the Operating Budget.

3. Performance Based Incentives

At the conclusion of the initial term of this Agreement, Operator shall be eligible for a performance bonus as described in Section 602 of this Agreement.

Attachments 1 & 2
Agency Parking Management Plans

1. Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004.
2. Public Parking Management Plan for Ada County Courthouse Corridor (a.k.a., Civic Plaza) Parking Management District Boise, Idaho, originally adopted April 2002 for a portion of the River Street-Myrtle Street Urban Renewal Project Area, Amended and Restated September 2004, as adopted by Agency in September 2004

[The Parking Management Plans as described above follow this page.]



ADDENDUM NO. 1 | Issued July 22, 2016

To the RFQ: Parking Operator 2016

1. Sections Amended by this Addendum No. 1

Section 2.4 INSURANCE

REVISION: Amend to read, “no less than an “A-“ rating by A.M. Best.”

Section 4.2 SUBMITTAL FORMAT: I. Financial Ability to Perform

REVISION: Amend to read:

Respondent shall submit satisfactory evidence that it has the necessary financial resources to perform and complete the work outlined in this RFQ. CCDC is requesting this information to be sure the company has the financial ability to pay all expenses and to manage and complete the contract.

Respondent must submit the following for Respondent’s company either in its entirety or for the regional unit that would manage the ParkBOI system:

1. Three (3) years of audited financial statements **OR** three (3) years of unaudited financial statements plus three (3) years of bank statements from the primary bank account of the business [CCDC prefers but does not require submission of these documents electronically, on either a flash drive or compact disk (CD)]; and
2. Evidence of Respondent’s ability to obtain a fidelity bond and a performance bond for the anticipated contract period; and
3. **BANKRUPTCY:** If Respondent’s company has declared bankruptcy in the last fifteen years, describe the circumstances and status of the bankruptcy. If the company has not declared bankruptcy, so indicate.

Section 4.3 EVALUATION OF PROPOSALS

REVISION: Amend to add the following information:

Please associate the following scoring points to the RFQ sections:

Pass/Fail	Submittal Cover Sheet
Pass/Fail	Required Waiver & Release
10 points	A. Parking Management Approach
10 points	B. Company's Experience with Operating & Managing Parking Systems
10 points	C. Management, Personnel & Customer Service Plans
6 points	D. Compensation
6 points	E. Customer Service
6 points	F. Operations & Maintenance Procedures
10 points	G. Revenue, Collections & Control; Internal Financial Procedures
10 points	H. Operating Budget
10 points	I. Financial Ability to Perform
6 points	J. Safety, Security & Emergency Procedures
6 points	K. Transition Plan
10 points	L. Recommended Changes, Improvements, and Innovations
Pass/Fail	M. Contract Terminations

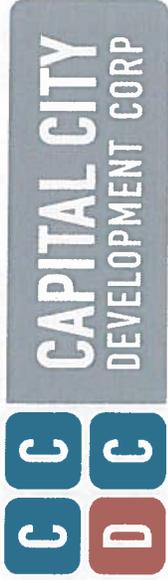
2.	<u>List of Documents Added by this Addendum No.1</u>	<u>No. of Pages</u>
	Pre-Submittal Conference Agenda	1
	Sign-In Sheet from Pre-Submittal Conference, July 20, 2016	2
	Max Clark's Notes from Pre-Submittal Conference	1
	Current Parking Operator Staff Schedule	2
	Questions / Answers from Pre-Proposal Conference	2

END OF ADDENDUM NO. 1



AGENDA
RFQ: PARKING OPERATOR 2016
MANDATORY PRE-SUBMITTAL CONFERENCE
JULY 20, 2016, 10:00 AM – CCDC BOARD ROOM

1. Welcome and Introductions
2. Background – CCDC ParkBOI Public Parking Garages
3. Legal Issues
4. RFQ Process Steps and Key Dates
 - a. Submittal Requirements
 - Notice of Intent to Submit Proposal – **DUE by 5:00 PM TODAY**
 - Sign-In Sheet for Attendance at this Pre-Submittal Conference
 - RFQ Section 4.1 – Required Submission Materials
 - Cover Sheet – with your submittal
 - Waiver and Release – with your submittal
 - b. Calendar
 - Answers to today's questions: provided by Friday, July 22
 - Addenda: by Wednesday, July 27
 - c. Status of Contract Form
5. QUESTIONS?
6. Adjourn for Tour – helpful but not mandatory



RFQ: PARKING OPERATOR 2016

MANDATORY Pre-Submittal Conference
July 20, 2016 at 10:00 a.m.

Sign-In Sheet

Name	Company	Telephone Number	Email Address
Matt Bloom	Douglas Parking	570-444-7412	matt@douglasparking.com
Luke Lee	Douglas Parking	303/598 8723	luke@douglasparking.com
Larry Phillips	Republic Parking	208-338-1074	L.A.I.E.P.E@APPNK.COM
Andrea Pierce	Diamond Parking	509-218-6155	andrea.pierce@diamondparking.com
Wally Placido	Diamond Parking	208 889 4784	wally-placido@diamondparking.com
CASEY JONES	SP PLUS	208.866.7743	CJONES@SPPLUS.COM
Jeff Wolk	TCP	208 336 6597	JEFF.WOLK@CARPARKUSA.COM
Don Sinigiani	TCP	208 562 9570	dsinigiani@dppsboise.com
Rich Beach	TCP	208 336 6597	rbeach@carparkusa.com
Trena Martin	ABM	208 841 1225	trena.martin@abm.com
Cheryl Phillip	ABM	208-368-7944	Cheryl.Phillips@abm.com

RFQ: Parking Operator 2016
Pre-Submittal Conference
July 20, 2016

Mary Watson
Kathy Wanner
Max Clark

Background: Past, present, future

Past

CCDC a product of 1965 State of Idaho legislation (eliminate blight; promote ED)
TIF got us in the parking business (debt service on bonds)
Oldest garage built 1979 (Grove St./10th & Front)
ED focus (strategically placed; low rates; etc.)
60% occupancy for most of my 15 years here
Garages coming & going
Ops Model: can operate garages ourselves; I like professionals operating them

Present

\$1.2B worth of projects transforming downtown
Two projects in core greatly affected parking demand
Rates raised 1/1/16 for first time since 2008; lost 6 customers
Parking Strategic Plan drafted; will be adopted by Board & Council autumn
Supply/Demand Study projected 1,500 space shortage '17 without action
Getting comfy with pros & cons of automated payment system
Remote monitoring; cameras entrances/exits; soon POF machines
Rebranding: on and off street; DPPS to ParkBOI
Preparing for new signage all garages; variable messaging counts, etc.
Limited success siting garages past two years

Future

Expiration of Central URD in 2018
Anticipate wait lists this autumn; shock to some people
On-line payments later this year (agency fault so long; not operator's)
Evolution from ED focus to Mobility focus
Garages dip toes TDM: carpools; ride share; bike facilitation; motorcycles
Park & Ride Shuttle service being planned for mid-2017 (low cost pkg option)
Parking revenues to pay for future community-wide projects
Expanded convention center & valet parking hotel Autumn 2017
Two garages coming on line in 2017 to operate: Fowler Apts; Parcel B
We do a good job; could do better. APO in 2017

EVENING SHIFT

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Night Supervisor			4p-12:30am	4-12:30	4:30 - 1:00	6:00- 2:30	6:00-2:30
GARAGE: Capitol & Main							
	SUN	MON	TUE	WED	THUR	FRI	SAT
Booth Attendant	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00
GARAGE: 9th & Front							
	SUN	MON	TUE	WED	THUR	FRI	SAT
Booth Attendant	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00	4:30-1:00
ROVER							
	SUN	MON	TUE	WED	THUR	FRI	SAT
Rover	5-1:00	5-1:00	5-1:00	5-1:00	5-1:00	5-1:00	5-1:00
Rover		5-1:00	5-1:00	5-1:00	5-1:00	5-1:00	5-1:00
Rover				6-3:30	6-3:30	6-3:30	6-3:30

Questions / Answers from Parking Operator Pre-Proposal Conference

Do attachments count in the total page count?

Answer: Please refer to RFQ Section 4.1. Further, in RFQ Section 4.2 I. "Financial Ability to Perform" and RFQ Section 4.2 J "Safety, Security & Emergency Procedures" where supplementary documents are requested, those documents will not count toward the page limit.

Who owns the remote monitoring system? Explain the remote monitoring system.

Answer: The remote monitoring system is housed in the Operator's office and owned by the current Operator. CCDC pays them for time, materials, and overhead. This component could remain in place, however CCDC will look at options if presented. The remote monitoring has the ability to view cameras, but cannot initiate a call to assist customers; the ability to initiate calls is being pursued.

What is the brand name of the intercom system?

Answer: Umojo

Regarding Securitas: is this a separate contract?

Answer: It is a separate contract between the Operator and Securitas.

Valet was not called out in the RFQ but is mentioned in the sample contract. Please explain.

Answer: Valet services by the Operator are not required, however CCDC will look at proposals if submitted. Currently, valet services are provided by hotels that have parking spaces. The Operator / ParkBOI and CCDC have nothing to do with valet services other than to provide parking at proscribed rates.

Explain the status of validated parking.

Answer: CCDC is working to eliminate special deals and be uniform with rates. The "First Hour Free" for parking is taking the place of validations. Validations that do exist are sold at market rate. Sometimes small discounts are provided to groups (example: a convention).

Explain the status of parking reservations.

Answer: CCDC is in the process of developing an online reservation system .

Can you provide a list of the age and condition of the equipment?

Answer: All Scheidt & Bachmann pay stations and related PARCS equipment (ticket spitters, exit columns, intercoms, etc. is 3 years or younger.

Regarding staffing: Where are they at? How many? What do they do? What is the existing staffing schedule?

Answer: Please see the two-page spreadsheet provided.

Does Boise have a living wage requirement?

Answer: No, Boise has not adopted a higher local minimum wage.

Is the paid security included in the 23 staff?

Answer: No.

Regarding snow removal, how is that handled relative to the garages?

Answer: A sub-contractor to Operator handles snow removal on the upper decks of the garages and for 50 feet on either side of the garage entrances and exits.

How often do you experience ticket jams in the machines?

Answer: Ticket jams happen regularly, thus the need for rovers.



ADDENDUM NO. 2 | Issued July 25, 2016

To the RFQ: Parking Operator 2016

1. Extension of Deadline to Submit Written Proposals

The Agency hereby extends the deadline to submit written proposals to the RFQ.

THE NEW DEADLINE IS 3:00 p.m. LOCAL TIME, FRIDAY, AUGUST 5, 2016.

2. List of Documents Added by this Addendum No. 2

No. of Pages

Questions Submitted by email on July 22, 2016

2

Agency's Parking Enforcement & Collection Policy

3

END OF ADDENDUM NO. 2

Questions Submitted by email on July 22, 2016

Please confirm if the Agency will serve as the merchant of record for all credit card transaction or if the Operator will serve as the merchant of record. If Operator, how frequent will the Operator need to transfer the funds to the Agency's designated bank account? This operation is subject to bond financing.

Answer: The Agency services as the merchant of record; funds are transferred automatically into the Agency's bank account. This detail is not subject to bond financing.

Are Operator's management fee and operating expenses subordinate to payments to other parties? Please explain how this works.

Answer: Historically, this has not been the case.

Since revenues are not allowed to be used to offset operating expenses and expenses are paid in arrears, would the Agency consider an Operating Advance for the Operator?

Answer: This has occurred in the past, but the Agency is not interested in this approach at this time.

Please confirm that if any facilities are added or removed, Operator's compensation will be adjusted as mutually agreed upon by the parties.

Answer: This detail could be negotiated by the Agency and the Operator selected under this RFQ; the contract details are subject to negotiation.

Would the Agency consider a 10-day cure period for any type of breach by the Operator?

Answer: The contract provided is a sample and subject to negotiations between the Agency and the Operator selected under this RFQ. See Section 802 regarding a 10-day cure period.

Would the Agency agree that the Operator can terminate for the Agency's breach and failure to cure within [10] days?

Answer: The contract provided is a sample and subject to negotiations between the Agency and the Operator selected under this RFQ. See Section 804 regarding ability of either party to begin legal action to cure, correct, or remedy any default. See also Section 807 regarding Alternative Dispute Resolution steps.

If bond or tax counsel does not approve the insurance or management fee, please confirm that any changes to the agreement will be mutually acceptable by the parties.

Answer: The contract provided is a sample and subject to negotiations between the Agency and the Operator selected under this RFQ.

Please clarify the scope of Operator's collection obligations with regards to uncollectible receivables--please see #10 on Page 5 and Section 302, Page 8 of sample contract.

Answer: The Operator is required to follow the Agency's adopted board policy for collection of Accounts Receivable. The current collections policy is being provided (3 pages). The Agency presently is evaluating the merits of pursuing a new collections policy.

Is the Agency willing to extend the deadline for proposals [because of these questions submitted on July 22, 2016]?

Answer: Yes. New deadline for submissions is 3:00 p.m. local time, Friday, August 5, 2016.



Parking Enforcement & Collection Policy
Downtown Public Parking System

Adopted by Board: July 18, 2002 – Resolution No. 896
Amended: November 10, 2014 – Resolution No. 1367

1.0-Scope

This policy applies to all parking facilities owned/managed by or on behalf of the Capital City Development Corporation (the Agency). The following list represents the parking facilities currently operated by the Agency, whose parking function is referred to as the Downtown Public Parking System (DPPS). Future additional parking facilities will be subject to this policy even though not specifically listed herein.

Central District

Eastman Garage
Capitol Terrace Garage
Boulevard Garage
City Centre Garage

River Myrtle - Old Boise District

Myrtle Street Garage

Westside District

Grove Street Garage

2.0-Policy Objective

The Agency recognizes that a component of operating a public parking system includes setting guidelines for maintaining safe conditions such as fire lanes and accessible parking stalls and providing for adequate ingress/egress. In addition, the Agency has a fiduciary responsibility to maintain the integrity of revenues so that parking operations are supported and bond covenants are satisfied. The Agency acknowledges that without the ability to enforce the guidelines, those guidelines will not be effective.

3.0-Minimum Guidelines

Parking guidelines are established and posted for each facility. The Executive Director or his/her designee may direct the issuing of violation notices to collect fees and fines within any of the above listed facilities. The Executive Director or his/her designee may choose to waive the fines and fees after conversing with the cited parking customer. In addition to the levying of fines and fees, the Executive Director or his/her designee may tow vehicles for repeated violations of the guidelines.

4.0-Responsibilities and Authority

- The Executive Director or his/her designee shall cause adequate posting of signage in addition to the daily enforcement of parking guidelines.

- The Executive Director or his/her designee may utilize handheld terminals for the issuance of violations, including payment due.
- The Executive Director or his/her designee may utilize License Plate Recognition Technology to verify monthly parking guidelines are enforced.
- The Executive Director or his/her designee shall cause the collection of fines or fees from resultant violations.
- The Executive Director or his/her designee shall cause an annual review of the results of the collection process with a goal of ascertaining the success of the program and determining areas of improvement.
- The Executive Committee shall no less than annually receive a report on the status of the process with any recommendations for change from the Executive Director.
- The Executive Director or his/her designee may determine to delegate the responsibilities and authorities within this policy to subordinate positions as necessary for administration efficiency or convenience.
- The Board of Commissioners shall approve the policy and any amendments to the policy.

5.0-Execution

A. Types of Violations:

Below is a table detailing types of violations and associated fees:

Violation	Fee/Fine
Non-Payment	\$12.00
Improperly Parked	\$12.00
Invalid Permit	\$12.00
No Valid Permit	\$12.00
Blocking Fire Lane	\$25.00
Accessible Violation	\$100.00
Parked in Reserved Stall	\$55.00
Perimeter Violation	\$12.00

B. Violation Payment/Collection:

- Upon issuance of a violation, the notice is placed on the customer vehicle. If the violation is a drive-off for non-payment, the customer is mailed a violation notice to the customer’s address on file.
- The handheld terminal software integrates with the DPPS website making it easy for customers to pay at their convenience 24/7 and is DPPS branded to create a seamless experience for the customer. It is also PCI/DSS Level 1 security certified.
- Violations are due within 14 days of issuance. If payment is not received within 14 days, an additional fine of \$25.00 is added to the Fee/Fine.
- For violations which are not paid within 30 days, the license plate number is provided to the Idaho Department of Licensing to acquire the registered owners mailing information. There is a \$10.00 fee for this service, which is included in the late fee above.

- A collection letter will be sent at the 30 day mark on DPPS letterhead to the registered owner of the vehicle encouraging payment of the violation and accumulated fees. A second collection letter is sent at 60 days past the violation.
- If after 30 days of the issuance of the second collection letter there is no response or payment, the file may be turned over to a collection company for further action.
- Vehicles with violations in excess of \$200 may be impounded until payment is made in full.

C. Payment Processing:

Violations paid on-line through the enforcement system are assessed a \$1.00 transactional fee and a credit card processing charge. These fees are a cost of doing business which are absorbed by DPPS. Payments made online are processed on a nightly basis and are processed directly to DPPS in a CCDC bank account. These monies are paid on a net proceed basis to DPPS. A funding detail report, with garage breakout, is printed to reconcile with the bank statement.

6.0-Extraordinary Circumstances

Should any vehicle be so parked that in the opinion of the Executive Director there may be imminent danger to the public or an impediment to the flow of traffic, the vehicle may be impounded immediately at owner's risk and expense.



AGENDA BILL

Agenda Subject: Revised Parking Structure Monthly Wait List Policy		Date: September 12, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: Resolution #1466 Original Monthly Parking Waiting List Policy (1/13/14)	
Action Requested: Approve Resolution #1466 approving a new wait list policy for the ParkBOI garages.		

Fiscal Notes:

There is no fiscal impact associated with the passage of this measure.

Background:

The parking system has had a wait list policy in place since 2014. It has worked well, though heretofore it hasn't been utilized all that often. With parking demand soon expected to exceed supply, we anticipate wait lists and therefore feel the need to address a few situations where application of the policy in the past has been awkward. FYI, none of these options we're presenting were available to us until the tax-exempt debt impacting 5 of the 6 garages was paid off last year.

Staff proposes the following changes to the policy:

1. A new provision whereby customers participating in certified ACHD Commuteride carpools can go to the top of the waitlist for the next available space in the garage of their choosing.
2. A new provision whereby corporate ParkBOI accounts of 25 or more parkers would get to retain and redistribute the pass should an employee transition occur. It is likely there would need to be an agreement signed by the company and they would need to have a good track record of paying on time and in full. Historically, realistically it is virtually impossible for us to know if this employee/pass transfer has taken place and therefore we are unable to assign it to the next person on the wait list.
3. Our garages are part of several condo associations. We are making it possible for those entities to acquire spaces if they want them. Two examples are:
 - a. The Aspen Lofts condos: they maintain they need spaces for new owners/tenants. We propose renting them up to 10 spaces, but they have to pay for them each month. We don't intend to take spaces out of circulation that aren't being paid for. If the association chooses not to rent spaces, a new owner or tenant would go to the top of the waitlist for one space upon occupancy of the unit; and
 - b. A commercial unit in good standing, like The Vandal Store, should be able go to the top of the list for at least one space when it is/becomes available. The logic

here is that they are investing in an association with all the common area benefits and obligations, which should include a parking space in the vicinity of where their business is located.

Staff Recommendation:

Staff recommends approval of Resolution #1466 revising the ParkBOI Garage Wait List Policy.

Suggested Motion:

I move adoption of Resolution #1466 revising the ParkBOI Garage Wait List Policy.

RESOLUTION NO. 1466

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, ADOPTING A REVISED WAIT LIST POLICY FOR AGENCY PARKING GARAGES; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City, after notice duly published, conducted a public hearing on June 5, 2007;

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban

Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”);

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the “30th Street Plan”); and

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

WHEREAS, as authorized by the Act, the 2007 Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30th Street Plan, Agency may acquire, develop, construct, operate, and maintain public parking facilities and enter into agreements necessary or convenient to the exercise of such powers; and

WHEREAS, the Boise Central District Project Area Parking Management Plan (“Parking Management Plan”) governs the parking policies and procedures for the Project Area defined in the 2007 Plan, for the Boise Central District Urban Renewal Project, and references throughout the Boise Central Parking Management Plan to the “Project Area” shall be deemed to include the project area as defined in the 2007 Plan, with the inclusion of the Grove Street Parking Garage, which is now part of the Westside Urban Renewal Project Area, and the City Centre Garage, a portion of which is within the River Myrtle-Old Boise Plan;

WHEREAS, the Parking Management Plan does not contain a wait list policy for the public parking facilities;

WHEREAS, Agency adopted a wait list policy for the public parking facilities in January 2014;

WHEREAS, Agency staff drafted a proposed change to the wait list policy, attached hereto as Exhibit A (the “2016 Wait List Policy”);

WHEREAS, the Agency Board of Commissioners finds it is in the best public interest to adopt the 2016 Wait List Policy.

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

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

Section 2. That the 2016 Wait List Policy, attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted by the Agency Board and shall be deemed to be part of the Parking Management Plan, and that the Executive Director is authorized and directed to take all action to implement the Wait List Policy for all currently owned or future owned public parking garages.

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

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on September 16, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 16th day of September, 2016.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary

4817-0339-5640, v. 1

Monthly Parking Wait List Policy

September, 2016

Overview of Waitlists

The ParkBOI off-street system offers for rent monthly parking to the general public as a convenience to allow for easier access into and out of the parking facilities. It also offers the opportunity to pay for parking on a monthly basis, rather than a daily basis.

This policy is to ensure the effective administration of wait lists should there be no available monthly parking options in a given parking garage which a customer may choose to park in.

General Waitlist Policies

The parking office will maintain a wait list on a first come first served basis, by garage. Contact information such as name, phone number and email address will be collected on each customer for the wait list.

If a customer wishes to purchase monthly parking in a garage which has no monthly parking available, they will be offered to be put onto the wait list for that garage. They may choose to purchase monthly parking at a parking facility which has available monthly parking and still be put onto a wait list for the garage of their choice.

As parking becomes available, customers on the wait list will be contacted based on the first come, first served basis of the wait list.

A customer will have three business days to respond to email or telephone notification of the available parking stall. If the customer does not respond to the notification within three (3) business days, the customer will be dropped from the waiting list. If the customer responds to the notice, and wishes to remain on the waiting list for any reason, they will be moved to the bottom of the waiting list at that time.

Specific Exemptions to Waitlist Policies

1. Carpool participants certified by ACHD Commuteride will go to the top of the waitlist. This paragraph applies only to garages where operation of the garage is governed by tax-exempt bond debt regulations and rules promulgated by the Internal Revenue Service.
2. Corporate accounts with 25+ employees parking in ParkBOI garages may sign an agreement for a set number of spaces and may retain and re-assign spaces within the company as turnover occurs. Expansion of the number of spaces reserved for said company will occur as spaces become available.
3. Commercial or residential condominium owners who are a party to a ParkBOI condominium association may sign an agreement for a set number of spaces and may retain and re-assign spaces within the entity as turnover occurs. All spaces must be paid for in full each month. Expansion of the number of spaces reserved for said company will occur as spaces become available. This paragraph applies only

to garages where operation of the garage is governed by tax-exempt bond debt regulations and rules promulgated by the Internal Revenue Service.

4838-0644-5880, v. 2



Policy Statement

Monthly Parking Waiting List

1.31.14



Overview: The Downtown Public Parking System offers for sale monthly parking to the general public as a convenience to allow for easier access into and out of the parking facilities. It also offers the opportunity to pay for parking on a monthly basis, rather than a daily basis.

This policy is to ensure the effective administration of waiting lists should there be no available monthly parking options in a given parking garage which a customer may choose to park in.

Policy: The parking office will maintain a waiting list on a first come first served basis, by garage. Contact information such as name, phone number and email addressed will be collected on each customer for the waiting list.

If a customer wishes to purchase monthly parking in a garage which has no monthly parking available, they will be offered to be put onto the waiting list for that garage. They may choose to purchase monthly parking at a parking facility which has available monthly parking and still be put onto a waiting list for the garage of their choice.

As parking becomes available, customers on the waiting list will be contacted based on the first come, first served basis of the waiting list.

A customer will have three business days to respond to email or telephone notification of the available parking stall. If the customer does not respond to the notification within three (3) business days, the customer will be dropped from the waiting list. If the customer responds to the notice, and wishes to remain on the waiting list for any reason, they will be moved to the bottom of the waiting list at that time.



AGENDA BILL

Agenda Subject: CONSIDER: Resolution 1463 Approving Selection of Sam Schwartz Consulting, LLC for Front and Myrtle Alternatives Analysis and Authorizing Executive Director to Execute Contract		Date: September 12, 2016
Staff Contact: Matt Edmond	Attachments: 1) Resolution 1463 2) Revised Sam Schwartz Consulting, LLC Proposal 3) Front & Myrtle Request for Proposals	

Fiscal Notes:

If approved, Resolution 1463 acknowledges that the Executive Director will negotiate and execute a task order with Sam Schwartz Consulting, LLC to provide up to \$200,000 of consultant services for the Front & Myrtle Alternatives Analysis. This task order will be funded from the FY2016 (\$20,000) and FY2017 (\$180,000) "Front & Myrtle Alternatives Analysis" River Myrtle District CIP line item.

Background

On July 6, CCDC published a request for proposal to conduct an alternatives analysis of Front and Myrtle Streets. CCDC received two proposals by the August 3 deadline. While the consultant selection team, which included a representative each from CCDC, City of Boise, ACHD, ITD, and Boise Elevated, found both proposals to be quite strong, the group unanimously selected the consultant team led by Sam Schwartz Consulting, LLC as the preferred consultant based on the proposals submitted. This consultant team also includes members from Kittelson & Associates and Leland Consulting.

The alternatives analysis will identify and consider a number of alternative treatments that might be used to address the challenges presented by the corridor. Once the technical analysis has been conducted and the alternatives have been vetted with the appropriate agencies for feasibility, they will be further vetted through a public outreach process as appropriate, and an implementation strategy will be developed.

Staff Recommendation:

Agency staff recommends that the CCDC Board approve the selection of Sam Schwartz Consulting, LLC to lead the consultant team for the Front & Myrtle Alternatives Analysis and authorize the Executive Director to negotiate and execute a task order with Sam Schwartz Consulting, LLC to provide consultant services for the Front and Myrtle Alternatives Analysis.

Suggested Motion:

I move to adopt Resolution 1463 approving the selection of Sam Schwartz Consulting, LLC to lead the consultant team for the Front & Myrtle Alternatives Analysis and authorizing the Agency's Executive Director to negotiate and execute a task order with Sam Schwartz Consulting, LLC for consultant services to conduct the Front & Myrtle Alternatives Analysis.

RESOLUTION NO. 1463

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 SELECTION OF SAM SCHWARTZ CONSULTING, LLC TO CONDUCT CONSULTANT SERVICES INCLUDED IN THE FRONT AND MYRTLE STREET ALTERNATIVES ANALYSIS PROJECT REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES SOLICITED ON JULY 6, 2016; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH SAM SCHWARTZ CONSULTING, LLC; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), 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 issued a Front and Myrtle Street Alternatives Analysis Project Request for Proposal for Consultant Services (RFP) on July 6, 2016; and,

WHEREAS, the deadline for submitting proposals was August 3, 2016 at 3:00 p.m.; and,

WHEREAS, on August 3, 2016, by 3:00 p.m., Agency staff received proposals from two companies: Sam Schwartz Consulting, LLC and Projects for Public Spaces (collectively, the "Respondents"); and,

WHEREAS, Agency staff reviewed the proposals from the two Respondents and determined that both Respondents provided the required submission materials; and,

WHEREAS, the Agency convened an evaluation panel consisting of representatives from City of Boise, Ada County Highway District, Idaho Transportation Department, and Boise

Elevated which are the Agency's primary partners in evaluating potential changes to Front and Myrtle, along with the Agency's Capital Improvements Project Manager (collectively, the "Evaluation Panel") to review the proposals submitted by the Respondents; and,

WHEREAS, the Evaluation Panel has recommended the selection of Sam Schwartz Consulting, LLC to conduct the consultant services included in the RFP; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Evaluation Panel's selection of Sam Schwartz Consulting, LLC and to authorize the Executive Director to negotiate and enter into a consultant services agreement with Sam Schwartz Consulting, LLC for consultant services.

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 Agency Board selects Sam Schwartz Consulting, LLC as the consultant team to conduct the Front and Myrtle Alternatives Analysis Project consultant services, based on the examination of the proposals by the Evaluation Panel and its recommendation to the Agency Board.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and enter into a Consultant Services Agreement with Sam Schwartz Consulting, LLC for an amount not to exceed \$200,000 to supply the services as stated in the August 26, 2016 revised proposal received by the Agency from Sam Schwartz Consulting, LLC, and subsequently amended, which is attached to this resolution as Exhibit A and incorporated herein by this reference; and further, the Executive Director is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency Staff and Agency legal counsel that all conditions precedent to such actions have been met; and authorizing any necessary technical corrections to the Agreement or other documents are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the September 12, 2016, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on September 12, 2016.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on September 12, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

The changes that are occurring in downtown Boise are a harbinger of a wholesale evolution across the City, especially inasmuch as Boise's recent Transportation Action Plan ("TAP") seeks to define how streets can act as more than just auto-centric pipelines. Streets are the front doors of our neighborhoods, the most omnipresent of our public spaces, and the civic assets whose canvases we have control over but which we have not retouched or refurbished in decades. They also happen to be the interface on which our local retail businesses interact with our citizens, where property developers make important decisions on significant investments that shape the whole fabric of our cities, and avenues that sustain our local and regional economies through mobility and connectivity. As a result, when the opportunity comes along to evaluate exactly how these streets are configured, and how they serve various modes of transportation, the process for developing, testing and vetting design alternatives for them will be just as important as the designs themselves: there is much at stake.

The vision that Capital City Development Corporation (CCDC) and the City of Boise has for Front Street and Myrtle Street ("Front and Myrtle") is a significant step forward and seeks to incorporate the City's vision of modern and diverse transportation choices with fast-growing commercial and residential development in the downtown area. We propose the following approach, which is based on the tasks defined by the RFP but places particular emphasis on an integrated process that seamlessly connects an existing conditions analysis and the development of design alternatives with the evaluation of those designs on a holistic basis and an interactive stakeholder engagement process. Through frequent involvement with the Project Team – ACHD (Terry Little), Boise Elevated (Bob Taunton), CCDC (Matt Edmond), City of Boise (Daren Fluke), COMPASS (TBD) & ITD (Amy Revis) – we can propose not only the best possible design options for the City but ensure that those solutions enjoy support from all involved, to achieve the common objectives that the City of Boise desires: safety, mobility, and economic opportunity for its residents, businesses, and visitors.

Specifically, the overarching objectives of this approach are to:

- 1) **Define performance measures in the context of Boise.** Street design is inherently a process of identifying constraints and then balancing trade-offs within those constraints. We will work with the Project Team to identify and memorialize a set of holistic performance measures that cover both traditional metrics like vehicular level of service (LOS) and traffic capacity along with performance measures that reflect Boise's evolving priorities. Such priorities were recently put forth in the City's TAP. The Front and Myrtle corridors happen to fall in at least four of the six "Mobility Moves" that form the backbone of the TAP, indicating that these are corridors that can benefit from a slew of interventions that go beyond maintaining high-LOS vehicular traffic capacity. In order to achieve the City's transportation goals, this project's evaluation metrics should reflect the City's needs from a wide range of angles.

Boise's *Mobility Moves* in the Context of Front and Myrtle

Our team will identify a wide range of potential performance metrics up front. We will start our brainstorming by reviewing the City's TAP, and seeing how can Front and Myrtle can be a part of the efficient revitalization of Downtown Boise that is called out in the RFP.

- Portions of Front Street and many intersections along both Front and Myrtle are designated as high injury locations for pedestrians and cyclists, and as a result demand examination under a "**Safety for All**" lens (*Move #1*).
- In conjunction with their presence near schools, the TAP classifies Front and Myrtle as in need of "**All Ages Bike Infrastructure**" as part of a citywide network of high-quality facilities that are comfortable and accessible for anyone from 8 years old to 80 (or beyond). Any redesign of these corridors should consider innovative ways to integrate bicycle infrastructure into the fold, keeping in mind the context of the existing and planned downtown bicycle network (*Move #3*).
- For those visiting Front and Myrtle and not just passing through, both corridors fall into Downtown Boise's designation as a "**Park Once**" district. The TAP recognizes that driving cannot entirely be eliminated as a means of transportation, and for many in the Boise region it will remain a primary mode of travel. For areas with increasing density like Downtown Boise, a goal of managing parking supply and demand to encourage non-motorized or transit modes for visitors once they have arrived should be prioritized. Increases in walkability and street-fronting retail are also inextricably linked to downtown revitalization and economic development in 21st century downtowns. (*Move #5*)
- A final *Move* calls for three new "**Best in Class Transit Routes**" in Boise, although the routes identified in the TAP do not focus specifically on the study corridors. Nevertheless, as Front and Myrtle's development accelerates, they may very well become attractive to high-capacity, robust transit because of their direct links to the regional highway network. Additionally, as the corridors evolve with additional residential development, local bus service upgrades or dedicated locations for shared mobility options such as point-to-point car share may become desired by new residents seeking to live a car-optional or 'car-lite' lifestyle downtown. This will demand an examination of how curbside space is allocated, with the potential to preferentially allocate space to transit or other "New Mobility" service models. (*Move #6*)

2) **Ground big ideas in data and analysis.** Boise is clearly ready to think big with its streets, and has expressed desire to do so on Front and Myrtle through this RFP. Our team is at the cutting edge of best practices in street design, but we have seen enough designs through to implementation to understand that the best ideas are those that get built, and they are underpinned by solid data and analysis. This extends beyond the traditional data points of vehicular level of service (LOS) to include indicators of safety, economic activity, public health, and social vitality. Beyond informing and strengthening the technical analysis of design options

(the “what”), such data helps communicate to stakeholders the “why”: the potential benefits and trade-offs of the different options.

- 3) **Help stakeholders understand design trade-offs and be a part of the decision-making process.** There is a range of design options for the available right-of-way on Front and Myrtle, and we understand the limitations in our options when the streets under consideration begin and/or terminate at the landing of an urban interstate highway like the Connector (I-184). From the width and number of vehicle travel lanes to parking lanes to bike lanes to wider sidewalks, different design alternatives each come with their own set of trade-offs. In documenting these trade-offs in a clear and user-friendly way through engaging workshop-style meetings with the Project Team and the Project Stakeholder Committee (“PSC”), our cross-disciplinary team will work hard to earn your trust, and ultimately your buy-in. We have found that through this kind of process stakeholders are more willing to get behind the design that is ultimately selected because they understand and respect the trade-offs that had to be balanced and were an integral part of that decision-making process. To be clear, we intend to use our expertise to channel the wide range of possibilities and frame the conversation so those in Boise can make the best decisions for Front and Myrtle with the best available information.

Our team of Sam Schwartz Transportation Consultants (“Sam Schwartz”), Kittelson Associates, Inc. (“Kittelson”) and Leland Consulting Group (“Leland”) is uniquely positioned to respond to these objectives, through a combination of local experience in downtown Boise, national expertise on similar projects that require evaluating trade-offs, and applying cutting-edge approaches to help cities realize the full potential of their downtowns from both a transportation and economic lens.

Sam Schwartz will provide project management and act as the lead for all communication with CCDC/City of Boise, the Project Team, and the PSC (Project Stakeholder Committee). The firm will be responsible for delivering a visionary approach to defining holistic performance measures, developing and communicating a set of alternatives evaluated against those measures, and working collaboratively with the Project Team to provide an avenue for preferred alternative(s) selection. Strengths and specific output that Sam Schwartz will bring to the project include:

- Evaluating existing conditions and all alternatives in context of the Boise TAP and its “*Mobility Moves*”
- Innovative existing conditions evaluation concepts such as pedestrian walk auditing / mapping and a bicycle stress level evaluation / mapping of the Front and Myrtle corridors
- An understanding on the importance of looking at traffic data from a holistic perspective, without defaulting to a laser-like focus on the peak 15 minutes
- A clear, fair scoring guide that is simply yet effectively communicated to project stakeholders
- A focus on keeping traffic moving, but in a holistic context
- A knowledge of and ability to deliver conceptual designs showing the most innovative solutions on street design, as part of a toolbox of potential interventions

Kittelson will support the Sam Schwartz team throughout the project, with staff on the ground in Boise and participation in all in-person project meetings and visioning sessions. Members of the firm’s Boise office are well versed in the City’s transportation landscape and its downtown development. Kittelson will lead the collection of existing conditions transportation data, work with the team on the development of alternatives in Task 2 (including the modeling of potential impacts to the local network), and support Sam Schwartz through its local presence with materials production for workshop-style project meetings. Kittelson’s strengths include:

- Relationships and understanding of all agencies represented on the Project Team, along with local developers and property owners
- Familiarity with downtown from a user and analysis perspective, especially the key challenges for modeling traffic conditions in downtown Boise
- Vast experience and knowledge in transportation engineering and analysis, including:
 - Operations analysis
 - Multimodal safety studies
 - Performance measurement (traditional and emerging)
 - Signal timing
 - Traffic and roadway design
- A targeted data collection program that makes the most of existing data on hand while considering the impacts of new projects and development along the corridors

Leland will provide land use and economic expertise to support Sam Schwartz and Kittelson in the creation of innovative performance metrics and the evaluation of alternatives. Through knowledge of Boise's development landscape, Leland will assist the team in framing its central question of defining what exactly is needed from the development side to make Front and Myrtle successful 21st century downtown corridors, and how these needs are connected with transportation improvements to the subject streets. Leland will support Kittelson in data collection (on key land use / economic data), collaborate with the team on alternatives development, and attend select meetings with the PSC. Leland's strengths and particular contributions to the project will include:

- Land use analysis of properties along the two corridors, with projections of future land use and development arcs based on outstanding development application data
- Identification of general economic impacts of potential alternative components , with their integration into evaluation criteria
- Qualitative and quantitative economic modeling of potential future development arcs
- Estimates of ranges of economic impacts expected from alternative conceptual designs for use in modeling the relative differences between alternatives
- Facilitating developer and property owner outreach through one-on-one interviews and/or focus groups to gather information and test ideas

Given our understanding of the needs of CCDC, the City of Boise, and the Project Team, we propose the following scope of work to achieve the objectives of the RFP. This scope reflects our proposed project approach, which we confidently feel will provide the Project Team a comprehensive and robust alternatives analysis using innovative performance measures combined with a participatory engagement process.

Task 1 – Existing Conditions Assessment

The team will collect existing conditions data and evaluate existing conditions on Front and Myrtle from a holistic perspective, culminating in an existing conditions report and presentation. The task will begin with a kickoff visit that includes a “walkshop” of the corridors with the Project Team, a discussion with Boise Elevated on members for the Project Stakeholder Committee (PSC), and a visioning session to begin development of performance metrics that will ultimately be used in Task 2’s Alternatives Analysis. The existing conditions report deliverable for Task 1 will also include a section that memorializes these performance metrics.

Task 1a – Sketch Out Vision, Define Performance Measures, and Identify Potential Quick Wins

Sam Schwartz, working with Kittelson and Leland, will work to define the vision for the project with stakeholders and set up a framework on which to create holistic performance measures for existing conditions and alternatives analysis. Prior to the 2-day kickoff visit detailed below, *Sam Schwartz*, Kittelson and Leland will work with the Project Team and in particular with Boise Elevated to identify members for the Project Stakeholder Committee (PSC). The steering committee members from the Downtown Circulator Analysis and/or other recent downtown transportation efforts will provide a starting point for member identification. The PSC will be involved from the outset to identify interests and concerns, and will be invited to the “walkshop” tour and vision session detailed below.

This subtask will formally begin with a 2-day kickoff visit attended by *Sam Schwartz*, Kittelson, and Leland team representatives in Boise. The visit will begin with an initial meeting with the Project Team, where the *Sam Schwartz* team will help establish an overall vision for the project and confirm a mutual understanding with the Project Team on general goals for the project. Joining up with other members of the PSC, the entire team will next take a “walkshop” tour of the full length of both Front and Myrtle corridors to receive valuable initial input firsthand and in the field with all stakeholders involved in the project. To conclude the kickoff visit, the *Sam Schwartz* team will lead an open-ended vision session (as PSC Meeting 1) to inform the development of performance measures for the project, in a workshop style format. This workshop may be structured exercise(s) with sticky notes or cards with various descriptive words that encourage PSC members to fill in the phrase: “Front and Myrtle will be ____ in 2020” or the like. The results of the workshop will help the *Sam Schwartz* team inform the development of actual performance measures for evaluation of alternatives. The workshop will also include time dedicated specifically to a discussion of potential treatments that could be implemented in a 2017 resurfacing program. These elements will be flagged specifically in official meeting notes and brought to the front of the existing conditions report issued in Task 1e. Any analysis in Tasks 1b, 1c, or 1d that impact the proposed menu of “quick wins” as brainstormed during the kickoff visit will be documented by the *Sam Schwartz* team in the existing conditions report.

Sam Schwartz will document the results of the visioning session (along with comments from the “walkshop” site tour) and rely on them during the development of performance measures and subsequent evaluation of alternatives. Using this information, and supported with specified City goals gleaned from existing documents such as the Boise TAP and Blueprint Boise, the *Sam Schwartz* team will define a set of wide-ranging performance measures to inform the existing conditions analysis and subsequent design alternatives. One round of review with the Project Team (via email and/or phone conference) will serve to finalize the selection of a range of performance measures for the project.

Task 1b – Traffic Analysis and Data Collection

Kittelson and Leland will collect various pieces of data that will help inform the existing conditions analysis task.

Kittelson will be responsible for collecting multimodal transportation data. In order to be efficient and to proceed on the schedule proposed for this project, we propose to use existing recent motor vehicle count data to the extent possible. Traffic volumes have generally been steady into and out of downtown Boise over the last several years and while there have been some localized changes that would affect intersection traffic patterns (e.g., the conversion of 13th Street to two-way operation), we understand there have been turning movement counts conducted at these locations since the changes occurred. Therefore, we believe that the existing data, supplemented with new data, as described below, provides us a good starting point for our alternatives analysis.

At the same time, we understand there has been some concern recently regarding analyzing recent traffic data in downtown given the effect that ongoing development in the area may have on local circulation. In the case of Front and Myrtle, the largest of these near-term development projects is JUMP, located west of 9th Street between Front and Myrtle, which will relocate approximately 800 Simplot employees to the site, most from nearby in downtown, in addition to adding public uses to the area. There are also housing and hotel projects along the corridor in various stages of development, in addition to the ongoing reconstruction of the Broadway Bridge

While most of these projects, including JUMP and the Broadway bridge, are expected to finish later by early 2017, the team believes that using existing data selectively, and engaging in selective counts while these projects are occurring or finishing (being mindful of their potential impacts) would provide enough of a starting point on which to study alternatives for Front and Myrtle. Should the Project Team decide that data collection in 2017 is necessary to inform the Alternatives Analysis, we propose to supplement our scope at that time with a corresponding change in this proposed data collection scope and fee. This is a topic that we would like to discuss with the Project Team before the project officially begins to ensure all parties on the same page with the acceptability of the existing data.

We will obtain the following existing data from ACHD, COMPASS and ITD:

1. 24-hour motor vehicle tube counts at the following locations on a single weekday (all counts are 2013 or newer)
 - a. Front Street:
 - i. East of 13th Street

- ii. East of 12th Street
 - iii. East of 11th Street
 - iv. East of 10th Street
 - v. East of 9th Street
 - vi. East of Capitol Boulevard
 - vii. East of 6th Street
 - viii. West of 3rd Street
 - ix. West of Broadway Avenue
 - b. Myrtle Street:
 - i. East of 13th Street
 - ii. West of 9th Street
 - iii. West of Capitol Boulevard
 - iv. West of 6th Street
 - v. West of 5th Street
 - vi. West of 3rd Street
 - vii. West of Broadway Avenue
 - c. Eastbound and Westbound Connector (from ITD permanent counters)
2. Vehicle turning movement counts in the a.m. and p.m. peak periods at all signalized intersections on Front/Myrtle for a single weekday at the following locations:
 - a. 13th Street (since the two-way conversion was completed)
 - b. 11th Street
 - c. 9th Street
 - d. 8th Street
 - e. Capitol Boulevard
 - f. 6th Street
 - g. 5th Street (Front Street only)
 - h. 3rd Street
 - i. Avenue "A" (Front Street only)
 - j. Broadway Avenue
 3. Crash data by travel mode for the last 5 years over the entire length of the study corridor between 13th St and Broadway for Front St and Myrtle St (obtain from ITD)
 4. Freight data and considerations along the Front and Myrtle corridor
 5. Travel times, both ideal expected and historical along the Front and Myrtle corridor

As a part of this project, we will collect the following data:

1. Vehicle turning movement counts in the midday period at the signalized intersections on Front/Myrtle listed above. Midday turning counts, which are not currently available, would provide a more holistic look at traffic conditions outside of the a.m. and p.m. peak periods.
2. Pedestrian and bicycle crossing volumes during a weekday p.m. peak period at the following locations:
 - a. Front/Broadway (post-bridge opening)
 - b. Front/Capitol (post-bridge opening)
 - c. Front/8th
 - d. Myrtle/8th
 - e. Myrtle/Capitol (post-bridge opening)

- f. Myrtle/Broadway (post-bridge opening)
3. Bluetooth data collection to capture origins/destinations (i.e., to differentiate “to” versus “through” traffic) and travel times along both the Front and Myrtle corridors from 13th Street to Broadway, over the course of one full week
4. Lane utilization spot counts for the following locations:
 - a. Front Street (during the p.m. peak period)
 - i. East of 13th Street
 - ii. East of 6th Street (post-bridge opening)
 - iii. East of 9th
 - iv. East of Capitol
 - b. Myrtle Street (during the a.m. peak period)
 - i. West of 9th Street
 - ii. West of Broadway Avenue (post-bridge opening)

Additional data collection on curbside parking utilization for select side streets around the two corridors could be added to this scope as an add-on, although our feeling is that parking utilization is likely generally well known to the Project Team and the PSC and may not be necessary. Parking studies for the downtown area also may likely have been collected recently by CCDC due to the influx of downtown development, and could be reviewed as a substitute for collecting new data.

Leland will compile and collect the following land use and economic data, some of which will build upon Leland’s existing land use data set compiled for Boise’s downtown circulator study:

1. Existing land uses for properties along the length of both study corridors
2. Existing economic data such as housing units, commercial development (square feet), property values, jobs by sector, and other available data for both study corridors
3. Anticipated development projects along both study corridors (as provided by COMPASS (by TAZ), CCDC, the City of Boise and through select stakeholder interviews)

Task 1c – Holistic Evaluation of Existing Conditions

Sam Schwartz, working with Kittelson and Leland, will use the range of data collected under Task 1b and evaluate existing conditions on the study corridors using a range of holistic performance measures and evaluation criteria as defined in Task 1a. While performance measures and evaluation criteria will be defined partially through conversations and visioning with the Project Team and the PSC, the team will put forth its own innovative measures it has employed on past projects, such as a holistic Pedestrian Walk Audit / Public Space quality assessment and a Bicycle Level of Stress assessment and/or other non-automotive focused measures of street performance such as person delay and/or pedestrian/bicycle level of service (LOS) measures. Leland will employ a development potential scoring tool. These measures will support traditional vehicular-based evaluation measures such as vehicular LOS), vehicular travel times, and volume-to-capacity ratios, which will also be reported.

This holistic evaluation of existing conditions will feed into the *Sam Schwartz* team’s existing conditions report (task 1e).

Task 1d – Establish Existing and Future Conditions Network

Kittelson, with support from Leland and working with *Sam Schwartz*, will use existing conditions data, including lane geometries and signal timing information, and expected land use changes and growth, to develop a Synchro analysis model for today and for expected future conditions. Given previous difficulties with applying the COMPASS travel demand model in downtown Boise, the *Sam Schwartz* team proposes to develop expected future conditions by examining the projected traffic that will be generated by known developments. Through conversations with members of the Project Team and PSC, we will identify whether an additional background growth rate is appropriate, given the historical trends in traffic data in downtown, along with the growing demand for non-motorized travel. We will also determine if general system changes in the area (e.g. add new ramp to the Connector, improvements to a collector street) could relieve some of the heavy traffic volumes on Front and Myrtle, and whether these changes should be considered a “baseline” in network development in order to better inform alternatives development (or these changes could be considered an “alternative” or part of a bundle of alternatives on their own).

This analysis will be included in the existing conditions report (task 1e), and used as a baseline on which to test various alternatives and their impacts on traffic operations in the Alternatives Analysis (Task 2).

Task 1e – Existing Conditions Report and Presentation

Sam Schwartz, working with Kittelson and Leland, will produce a final draft existing conditions report and lead the creation of an accompanying presentation. The report will include a series of assessment maps of current conditions as they stand today, where they may be going in the future, and what key deficiencies might need to be addressed in the alternatives development and analysis phases. Topics to be included in the series of maps include land uses, traffic patterns, pedestrian/bicycle destinations, safety concern areas, stresses to bicyclists, and any manner of other transportation network findings, especially those that correspond to the chosen performance metrics. The report will also highlight key findings and provide technical appendices from the data collection effort and memorialize a final version of performance metrics to be used in the alternatives analysis phase of the project. The report will include a section on potential “Quick Wins” that could be implemented in a 2017 resurfacing program.

The *Sam Schwartz* team will provide a draft report to the Project Team for initial review and following that a version will be circulated to the PSC. The team will respond to one set of consolidated comments, and incorporate them into the draft project report (Task 2d).

In connection with the existing conditions report, a presentation will be created summarizing its findings.

Task 1 Summary Information

Item	Description
Deliverables	<ul style="list-style-type: none"> • Documentation of findings from “walkshop” and vision session held during kickoff visit, prior to full existing conditions report. Includes a section on potential “Quick Wins” for a 2017 resurfacing. • Existing conditions report, including summary of data collected (Task 1b), a holistic evaluation of existing conditions (Task 1c), an existing and future conditions network (Task 1d), and a final version of performance metrics to be used in the alternatives analysis phase of the project (refined following Task 1a). • Existing conditions presentation summarizing the findings of the above
Meetings	<ul style="list-style-type: none"> • Kickoff Visit (includes “walkshop” and PSC Meeting 1) • 1 PSC Meeting (during kickoff visit)
Schedule	<ul style="list-style-type: none"> • Month 1: <ul style="list-style-type: none"> • Kickoff Visit (includes “walkshop” and PSC Meeting 1) • Initial definition of performance measures • Set up data collection effort • Work with Boise Elevated to identify members of the PSC • Month 2: <ul style="list-style-type: none"> • Finalize performance measures • Collect transportation and land use / economic data • Begin holistic evaluation of existing conditions • Month 3: <ul style="list-style-type: none"> • Finalize holistic evaluation of existing conditions • Create existing and future conditions network • Existing conditions report and presentation •
Assumptions	<ul style="list-style-type: none"> • The line of communication between the <i>Sam Schwartz</i> team and the Project Team is via CCDC, and synthesized sets of comments will be delivered by CCDC to the <i>Sam Schwartz</i> team • One set of consolidated comments on draft performance measures will be reviewed and incorporated into final set of measures • One set of consolidated comments on the existing conditions report will be incorporated into the draft project report (Task 2d). • Data to be collected is outlined in Task 1b detail above. Should additional data collection be requested by the Project Team, it would require additional fee. <ul style="list-style-type: none"> • Issues regarding data availability and the timeliness of data collection vs. ongoing projects in the area are noted in Task 1b detail above.

Task 2 – Alternatives Analysis

The team will use the existing conditions findings to inform the development of alternatives for the Front and Myrtle corridors. Through a process that goes from comprehensive to specific, and with frequent engagement with the Project Team and PSC, the *Sam Schwartz* team will help Boise weigh and evaluate multiple alternatives using visionary performance measures and facilitation techniques, so that trade-offs can be understood and preferred alternatives can be selected that are acceptable to all stakeholders.

The development and evaluation of alternative scenarios for Front and Myrtle represents the heart of the project, because it is at this stage where stakeholders will be presented with the full universe of possibilities and their concomitant benefits and drawbacks. It is also where, with input from the *Sam Schwartz* team on quantitative and qualitative analysis, they will decide how to prioritize evaluation criteria and make the difficult decisions that invariably come up with street redesigns. When done right, the scenarios that are presented, and how they are presented, will help broaden minds about what is possible (and what is realistic) and help in the tough task of weighing different priorities and evaluating the alternatives. The ultimate output of this iterative process of client, stakeholder, and consultant team collaboration will be a final report and presentation summarizing the preferred alternatives for Front and Myrtle.

Depending on how performance measures are defined in Task 1, the development of alternatives might be scored on some or all of the following: improvements to multi-modal safety, enhanced walkability, supportive of transit and biking, fostering economic and social activity, benefitting public and environmental health, and maintaining adequate levels of vehicular capacity over the course of the day. Likewise, these potential benefits and drawbacks could be weighed against high-level order-of-magnitude capital and operating costs and their relative feasibility (based on technical or other constraints). All of these issues will play a part in contributing towards moving from a large “a la carte” menu of alternatives towards specific groups of them, and ultimately towards a preferred alternative for the final report.

Some alternatives reviewed, considered, and potentially recommended in Task 2 could involve a reduction in roadway capacity for motor vehicles (i.e. a “road diet”). It is not the intention of the *Sam Schwartz* team to recommend these solutions without first examining current conditions (from a both a vehicular and non-vehicular perspective, and using a variety of performance metrics) and also investigating alternatives that do not impact current road capacity.

Alternatives that could be implemented that have no (or marginal) impact on capacity may include:

- Narrowing travel lanes to discourage speeding and calm traffic
- Adding bicycle facilities drawn from excess street width
- Designing intersections for safety through corner bulbouts and/or daylighting
- Marking improvements to clarify movements at complex intersections
- Signal timing adjustments
- Examining new locations for potential midblock crosswalks

- Removing travel lanes without reducing capacity (e.g. through strategic provision of turn lanes)

The *Sam Schwartz* team takes pride in its expertise in proposing solutions that locate common ground amongst stakeholders and this outlook will be a central tenet of our approach to the project. Our data collection program outlined below will provide analysis of how motor vehicle capacity reduction might play out – both at vehicle LOS levels but also using alternative metrics. A central part of Task 2 will be to engage in constructive conversations with the Project Team and PSC about the tradeoffs that might occur when alternative(s) involve reduced capacity for motor vehicles. This conversation will also occur in the context of Boise’s overarching goal in creating a balanced transportation system.

Task 2a – Develop Menu of Alternatives

Sam Schwartz, working with Kittelson and Leland, will review findings from Task 1, meet with the Project Team and begin to brainstorm a wide-ranging menu of alternatives. This brainstorm will start as a group exercise, and will begin immediately following the existing conditions presentation with a more focused version of the open-ended “What do you want Front and Myrtle to be?” conversation that kicked off the project.

The team will then iterate on various options and produce a refined “a la carte” menu of alternatives, which will ultimately be streamlined to a set of 3 “bundles” of alternatives for each corridor (6 total, although there may be overlap depending on differences identified between Front and Myrtle themselves). Creating a comprehensive menu of alternatives will also provide the opportunity for the *Sam Schwartz* team to internally begin to flesh out how the various pieces of the existing conditions analysis come together: e.g. how do specific pedestrian and bicycle safety or connectivity concerns interact with growing traffic volumes, when those are both overlaid with changing land uses and development patterns?

The menu of alternatives that is developed in this subtask will feed directly into the next subtask, for an interactive workshop with Project Team.

Task 2b – Evaluate and Refine Menu of Alternatives

Sam Schwartz, working with Kittelson and Leland, will evaluate and score alternatives based on performance measures established in Task 1, in a set of 3 groups of alternatives per corridor (up to 6). Kittelson will run its Synchro model to test the potential impacts of these alternatives on the traffic network, and Leland will score alternatives on their development and economic potential in terms of ranges of potential economic impact. Note that some items on the menu of alternatives in Task 2a will be removed and not included in the set of alternatives advanced in this task, depending on performance criteria scoring.

With this refined menu, and preliminary scoring of alternatives and their traffic and economic impacts estimated, the *Sam Schwartz* team will host an interactive workshop with the Project Team to give feedback on scoring and further prioritize the scoring categories. This workshop will contribute significantly towards selection of preferred alternative(s) and creation of a draft plan for the Front and Myrtle corridors.

Task 2c – Develop Preferred Alternative(s)

Sam Schwartz, working with Kittelson and Leland, will narrow down refined alternatives that had been advanced to Task 2b based on Project Team feedback, along with other reference material such as City goals and priorities (e.g. Boise TAP and Blueprint Boise), the results of technical data analysis on the local road network, and other relevant factors. At this critical stage, the *Sam Schwartz* team will clearly document its thought process, including how a preferred alternative may not be one of the specific alternatives but rather a hybrid of two or more.

The result of this subtask will be a clear direction on a preferred alternative or alternatives that will be presented in the draft plan report.

Task 2d – Draft Report and Presentation

Sam Schwartz, with support from Kittelson and Leland, will weave together a cohesive story based on the existing conditions analysis and alternative evaluation process to present a preferred alternative scenario/scenarios. The findings will be documented in a draft report, which will consist of conceptual designs and precedent photos and/or renderings for the preferred alternative(s), along with documentation of the alternatives development process in Task 2.

The *Sam Schwartz* team will provide a draft report to the Project Team for initial review. In connection with the draft report, a presentation will be created summarizing its findings and presented via webconference at PSC Meeting 2, where feedback will be accepted and considered for the final plan.

The team will ultimately respond to one set of consolidated comments, and incorporate them into the final project report (Task 2e).

Task 2e – Final Report and Presentation

Sam Schwartz, with support from Kittelson and Leland, will finalize the plan report based on one set of consolidated comments on the draft report. The associated presentation will also be updated and consist of a self-contained summary of the existing conditions analysis, alternatives evaluation, and selection of preferred alternative. The final presentation will be made at a wrap-up meeting (with *Sam Schwartz* and Leland presenting by web conference).

Task 2 Summary Information

Item	Description
Deliverables	<ul style="list-style-type: none"> • Streamlined menu of alternatives, with initial scoring by project team using performance measures, with Future Conditions modeling included for review • Draft report with preferred alternative(s) and presentation via webconference at PSC Meeting 2 • Final report and final presentation
Meetings	<ul style="list-style-type: none"> • 1 PSC Meeting • 1 wrap-up meeting
Schedule	<ul style="list-style-type: none"> • Months 4 and 5: <ul style="list-style-type: none"> • Develop full menu of alternatives • Evaluate alternatives using performance criteria • Present potential alternative options at PSC #3 • Month 6 and 7: <ul style="list-style-type: none"> • Finalize preferred alternative(s) • Prepare draft report • Present at PSC #4 via webconference for final comments • Month 8: <ul style="list-style-type: none"> • Finalize report with comments from Project Team and PSC, • Finalize self-contained presentation • Wrap-up meeting presentation
Assumptions	<ul style="list-style-type: none"> • The line of communication between the <i>Sam Schwartz</i> team and the Project Team is via CCDC, and synthesized sets of comments will be delivered by CCDC to the <i>Sam Schwartz</i> team • One set of consolidated comments on future conditions traffic analysis from the Project Team will be reviewed and incorporated into modeling for alternatives analysis • One set of consolidated comments from the Project Team/PSC on the draft project report will be incorporated into the final project report • <i>Sam Schwartz</i> to attend PSC #4 and project wrap-up meeting by web conference

Task 3 – Meetings and Engagement

The *Sam Schwartz* team’s approach is intentionally designed to maximize engagement opportunities with both the Project Team and the PSC. Only through a healthy “back and forth” will all stakeholders feel comfortable with why certain decisions are made and why certain alternatives are prioritized or scored higher than others.

To the degree that CCDC and the City of Boise feel that the proposed engagement approach is too intensive, the *Sam Schwartz* team would be willing to work together to redefine the meetings and engagement piece of this project if selected.

Task 3a – Kickoff Meeting and Walkshop

A 2-day visit with representatives from *Sam Schwartz*, Kittelson, and Leland would include:

- Meet with Project Team to confirm scope of work, and begin defining vision for the project in advance of meeting with PSC
- “Walkshop” site tour of full length of both corridors to identify particular issues and begin to establish overall goals and vision for the project with members of the Project Team and PSC
- Meet with Project Team and PSC following site walk (as PSC Meeting 1) to further inform an overall vision for the project, clarify contact points/meeting schedule, and engage in open-ended exercise on what Front and Myrtle can become and should be a few years out (to inform definition of performance measures)
 - Also included will be a discussion dedicated to potential “Quick Wins” as part of a 2017 resurfacing program
- Wrap-up and next steps with Project Team

Task 3b – Project Team Meetings

The *Sam Schwartz* team proposes bi-weekly telephone meetings with the Project Team. Meetings may be more frequent in advance of team visits, PSC meetings, or for deliverable discussions or review.

Task 3c – Project Stakeholder Committee (PSC) Meetings

Four meetings with the PSC are proposed for the project:

- PSC Meeting 1: Included as part of kickoff visit. Open-ended vision session for definition of project goals and to inform development of performance metrics + “walkshop” site tour [*full team attends*]
- PSC Meeting 2: Presentation of quick wins and next steps (how quick wins can/will be implemented, next steps for more complex alternatives). Final comments from PSC before report is finalized [*Meeting by webconference to save on travel and time budget*]

Task 3d– Project Wrap-Up Meeting

Upon issuance of the final report, the *Sam Schwartz* team will present the final presentation to the Project Team (and PSC members if desired) via webconference. The presentation would be provided to CCDC and the City of Boise for future engagement with the public.

Task 3 Summary Information

Item	Description
Deliverables	<ul style="list-style-type: none"> • Meeting agendas in advance • Meeting minutes and findings memorialized, either as standalone documents or as inclusions to the Task 1 and Task 2 deliverables (reports)
Meetings	<ul style="list-style-type: none"> • Kickoff visit • 4 PSC Meetings (1 at kickoff visit) • 1 wrap-up meeting • Bi-weekly Project Team meetings (via phone)
Schedule	<ul style="list-style-type: none"> • Throughout project length
Assumptions	<ul style="list-style-type: none"> • The line of communication between the <i>Sam Schwartz</i> team and the Project Team is via CCDC • CCDC will represent the Project Team in communication and coordination with PSC on scheduling • CCDC or City of Boise will provide meeting space for in-person meetings • <i>Sam Schwartz</i> to attend all major meetings (Tasks 3a, 3c, 3d) in person with exception of the PSC Meeting #2 and project wrap-up meeting (3 total visits to Boise) • Kittelson to attend all major meetings (Tasks 3a, 3c, 3d) in person (or via webconference if agreed upon) • Leland to make two site visits to Boise (during kickoff visit)



Front and Myrtle Couplet Alternatives Analysis

Request for Proposals

July 6, 2016

Capital City Development Corporation (CCDC), in cooperation with the City of Boise (City), seeks a consultant to prepare and analyze a range of possible treatments to modify an auto-focused thoroughfare in Downtown Boise to better balance the interests of all travel modes as well as non-transportation interests along the corridor. Written proposals will be received via email or at the offices of CCDC at 121 N. 9th Street, Suite 501, Boise, Idaho 83702, no later than 3:00 p.m. local time, Wednesday, August 3, 2016.

Vision for Front and Myrtle

The Front and Myrtle corridor should:

- Function as a safe and efficient multimodal transportation facility moving people (employees, customers, visitors and residents) and goods to and through Downtown Boise while allowing all of Downtown to function as a seamless, integrated urban neighborhood;
- Acknowledge, complement, and enhance surrounding land uses and activities within the context of a vibrant Central Business District;
- Promote and support economic development with buildings facing and interacting with pedestrians on Front and Myrtle;
- Reduce barriers to all modes of cross traffic while accommodating through traffic.

Background

The City of Boise recently completed a plan for a modern transportation system that puts people first. Known as the Transportation Action Plan (TAP), the document articulates a clear vision of a transportation system that provides real choice in mobility while creating great places for people. Fundamental to this vision is the idea that city streets (particularly in a downtown setting) are much more than spaces for moving vehicles - they are public places where urban life happens, and as such they must accommodate a range of functions and activities that extend well beyond efficient and speedy vehicle conveyance.

In addition, a non-profit consortium of landowners, businesses, and advocates known as Boise Elevated has been active in promoting a better downtown. They have been instrumental in highlighting the outsized economic impacts that Front and Myrtle Streets are having on Downtown through an outreach campaign targeted to downtown businesses and other stakeholders.

Front and Myrtle Streets serve a vital function in bringing commuters to the major employment centers as well as customers to businesses in Downtown Boise. Front and Myrtle Streets constitute a one-way couplet of US Highway 20/26 that bisects Downtown Boise, east to west, for 1.25 miles between Park Avenue/Parkcenter Boulevard at Broadway Avenue and Interstate 184 at 13th Street. Each street is a one-way, five-lane street (approximately 64 feet curb face to curb face) with a posted speed limit of 35 MPH and average daily traffic volumes of 25,000-40,000 cars as shown in the table below.

Front St (WB)	13th – 11th	11th – 9th	9th – Capitol	Capitol – 6th	6th – 3rd	3rd – Broadway
AM Peak	1,600	1,700	1,600	1,300	1,200	1,500
PM Peak	3,900	3,400	3,000	2,500	2,400	2,100
Daily	40,000	38,000	35,000	29,000	25,000	26,000
Myrtle St (EB)	13th – 9th	9th – Capitol	9th – Capitol	Capitol – 5th	5th – 3rd	3rd – Broadway
AM Peak	3,100	3,100	2,900	2,600	2,100	1,600
PM Peak	2,200	2,200	2,200	2,000	2,000	2,100
Daily	31,000	32,000	31,000	29,000	27,000	25,000

The Front and Myrtle one-way couplet creates a dilemma for Downtown Boise. On the one hand, the couplet is an essential transportation corridor for the largest employment center in the state as well as the seat of state government. As such it is an essential component of commerce in the Downtown area, providing convenient and direct access to and from the I-184 Connector, not only for commuters from West Valley communities but also for the delivery of goods to Boise. Front and Myrtle also serves as an important thoroughfare for employees travelling to and from employment centers Downtown (e.g. St. Luke’s Hospital and Boise State University) and points east such as Parkcenter Boulevard (e.g. Albertsons corporate headquarters).

On the other hand, the couplet hinders north-south travel within Downtown and is a perceived impediment to public safety, economic health, and quality of life along the corridor. Vehicle speeds, volumes, competing turning movements, and wide cross sections result in barriers for pedestrians and bicyclists attempting to cross. Long signal cycles at peak hours make crossing the corridor a time-consuming and inconvenient endeavor for all modes.

This auto-oriented configuration limits other mobility options and divides the Downtown, sequestering the Downtown core and North End from significant destinations within the corridor (BoDo, JUMP, Simplot World Headquarters, Central Addition, food retailers) and those south of the corridor (workforce housing, Boise Greenbelt and regional parks, Boise State University). The result is a transportation corridor out of context with a vital Central Business District with significant pedestrian and bicycle traffic, contributing to underperforming retail and real estate. Focus groups in Boise’s Downtown Parks and Public Spaces Study universally identified Front and Myrtle as Downtown Boise’s greatest impediment to creating and connecting quality public spaces.

The development that has occurred along the corridor has done so by orienting the buildings away from Front and Myrtle. BoDo is perhaps the best example. Planned as a major retail destination (in part to take advantage of the large volumes of daily vehicle traffic on Front and Myrtle), BoDo was built about a decade ago and focuses inward on 8th and Broad streets, turning its back to Front and Myrtle. The project has struggled despite the large amount of traffic flowing by each day, experiencing longstanding vacancies and declining sales and rents.

Downtown demographic and development trends point to an increase in all modes of travel along and across Front and Myrtle.

Boise is well on its way to achieving its goal of 1,000 new housing units in the Downtown core in the next five years. Projects under construction include The Fowler (159 apartments), The Afton (63 residential condominiums) and 119 Condos (26 residential condominiums) with several other projects in design or entitlement. In addition, commercial projects like the Simplot headquarters and JUMP complex are

expected to add thousands of workers while the expansion of the convention center and at least three new hotels will bring visitors needing safe, convenient, and pleasant walking and biking facilities.

In addition to an increase in generators of foot traffic, there will be limited accommodation for increased car traffic Downtown. Downtown parking is limited and likely to remain so. Many erstwhile surface parking lots have given way to the developments mentioned above. While some structured parking likely be built that can offset some loss of surface parking Downtown, commuter and other parking Downtown will only become more difficult and/or more expensive going forward. At the same time, increased demand for quality transit, non-motorized travel, and public spaces is likely to coincide with a plateau in demand for motorized travel Downtown. Additionally, a recent poll conducted by the Ada County Highway District (ACHD) revealed that a majority of drivers traveling across Downtown are willing to accept modest travel delays to accommodate safer, more comfortable travel for people who walk or bike.

This convergence of development and demographic factors creates a rare opportunity. However, the prospect of improving Front and Myrtle Streets faces some jurisdictional challenges. Most of Boise's public streets are under the jurisdiction of an independent, county-wide road agency, ACHD, while Front and Myrtle are state highways under the jurisdiction of the Idaho Transportation Department (ITD). While these organizations are traditionally most concerned with vehicular level of service and crash rates, they are also interested in optimizing the system for all modes of travel. Alternative metrics that consider the broad range of conditions and needs within a thriving downtown will be vital to making the case for complete street treatments that meet multiple objectives including the conveyance of vehicles.

SCOPE OF SERVICES

Considering all the above, CCDC, City of Boise, ITD, ACHD and community partners are seeking consultant services to conduct an Alternatives Analysis to present options to balance the many competing demands within the Front and Myrtle corridor, resulting in a calmer, more economically productive corridor that is better integrated into a busy downtown core. The Alternatives Analysis should include innovative thinking and alternative approaches to address connectivity, multi-modal mobility, enhance business opportunities, and accommodate traffic flow to and from the area.

Task 1: Existing Conditions Assessment

Provide a snapshot of the corridor at this time, including:

- Traffic analysis: traffic counts, turn counts, corridor travel time and delay, lane utilization, crash data analysis, and function of Front and Myrtle in the state and local road network.
- Qualification and quantification of the problems and impacts addressed in the background section.

Task 2: Alternatives Analysis

The consultant will develop a menu of possible treatments for the Front and Myrtle corridor that will work alone or in tandem to achieve the desired future condition described above. The treatments will be analyzed for efficacy, cost, and impacts on the existing system and should include performance measures and metrics for determining the impacts and desirability of each treatment or combination of treatments. Performance measures should include economic and livability measures in addition to traffic measures. It is anticipated that traffic measures will include a mix of traditional and non-traditional measures such as all day traffic analysis, travel time by mode, pedestrian & bicycle LOS & delay, vehicle delay/travel time, intersection LOS & V/C.

Performance measures should address a balanced assessment of the roadway environment including economic activity, health, and quality of life, as well as pedestrian, bicycle, and vehicular delay. Metrics should be based on attainable data and should be reasonably attributed to the configuration and operation of the Front and Myrtle corridor and adjacent streets. Authorities having jurisdiction over the Front and Myrtle corridor traditionally utilize vehicular level of service and crash rates as primary performance measures per traditional industry standards, so any proposed solutions or modifications must include a compelling set of metrics to describe if the status quo is wanting and how any proposed alternative would improve upon it, particularly from an economic perspective. The analysis should consider different treatments for different segments of the corridor and forecast growth. The analysis should include an objective discussion of the use and limitations of traffic modeling in a downtown environment and recommended criteria for use in balancing the proposed treatments.

Note: The above scope of work does not include a public involvement process. The project partners seek a holistic range of treatments, options, and possibilities that ideally can be mixed and matched to produce the desired outcomes along with a technical analysis assessing their impacts and tradeoffs. Once that work is completed, the project partners will determine an appropriate strategy for engaging the public in determining the appropriate mix of treatments for the corridor.

REQUIRED CONTENT OF PROPOSAL

All responses to this RFP shall include the following elements:

Section I: Team

Describe the project team including the roles, responsibilities, experience, and qualifications for each person participating on the project along with their anticipated level of participation. Special emphasis should be given to the project manager and their experience with similar projects.

Section II: Project Approach

Please describe in detail your approach to the project by developing a scope of work, task detail, deliverables, and attendant schedule to achieve the project objectives. The approach should include a strategy for managing and utilizing the project stakeholders including the project management team (CCDC, City of Boise), transportation agencies (ITD, ACHD), and Downtown Business Interests (Boise Elevated).

Section III: Relevant Project Experience

Describe previous project experience in analyzing alternatives for reinventing a surface transportation corridor to achieve a well-balanced system that promotes economic vitality and livable communities while maintaining access. Discuss traffic and other analysis conducted, performance measures considered, and how buy-in was achieved with various interests, particularly transportation officials and business leaders. Provide analysis done after successful implementation of recommendations in previous analyses including the before and after outputs of both a transportation nature (LOS, crash rates and severity, etc.) and of a land use nature such as spurred economic development.

Section IV: Estimate of Project Schedule and Cost

Based on the proposed scope of services above, provide an estimate of project schedule and cost of services including hourly rates.

GENERAL CONDITIONS

Reserved Rights

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

Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

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

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

Contract Form

The successful Respondent will provide CCDC with professional services and represent CCDC’s best interests within set budgets and as contracted. The form of contract will be a professional services contract with CCDC (sample contract available upon request).

Proposal Submission

Qualified responders should submit completed proposals via email to Matt Edmond (medmond@ccdcb Boise.com) or to the offices of CCDC at 121 N. 9th Street, Suite 501, Boise, Idaho 83702 by 3:00 p.m. local time Wednesday, August 3, 2016.



AGENDA BILL

Agenda Subject: Approval of the Front Street Remnant Parcel Disposition Process		Date: 9/12/2016
Staff Contact: Shellan Rodriguez	Attachments: 1- Map 2- Summary of appraisals 3- RFP and legal ad	
Action Requested: Approve the Front Street Remnant Request for Development Proposals		

Background:

CCDC owns a triangular shaped 0.3 acre parcel along the north side of Front Street between 5th and 6th Street. This parcel is commonly referred to as the Front Street Remnant parcel and it is within the River Myrtle Urban Renewal District.

This parcel was part of old Highway 21 and became a remnant parcel in the early 1990s. According to 2006 CCDC staff reports it was quitclaimed to the City of Boise in 1994, around the time the I-184 connector project was constructed. In that year CCDC and the City of Boise completed an exchange where CCDC acquired the remnant parcel (valued at \$390,000) along with \$107,000 from the City of Boise in exchange for a similar sized property located at 11th and Miller (Cline Property). The Cline Property is currently owned by the City of Boise and is undeveloped. The purpose of this exchange, as records indicate, was to spur a market for the future redevelopment of the remnant in addition to the area around the remnant which was previously the site of "The Boise Rescue Mission" which provided services to those in need of food and shelter.

In the last six months there has been interest in the property from private developers and staff believes it may be an opportune time to dispose of the property with the intent of spurring additional development in the River Myrtle District.

Site constraints:

Though there is some value in the land as it has high traffic counts, good visibility and is close to the downtown core the ability to develop the remnant parcel as a stand-alone project is questionable, and likely inconsistent with downtown plans given the following site constraints:

- Currently 20' setbacks along the ITD corridor reduce area for any building
- 5th Street and 6th Street are currently one-way traffic (discussion on conversion is occurring)
- No existing vehicular access

It is widely assumed the Site can only be effectively developed if it is done so in conjunction with a larger project including adjacent parcels.

I. CCDC Property Disposition Process

- a. Staff has worked diligently with legal counsel to determine the most effective method of disposition for the remnant parcel. Although the parcel's value is questionable due to the identified site constraints, a public and competitive RFP process as per State Statute (Idaho Code 50-2011) is nevertheless required if the intent is to convey the property for private development. The disposition process to other types of public entities is different but does not apply in this case. The property disposition must advance the Urban Renewal Plan and the property cannot be sold for less than the restricted use appraised value.
- b. The Urban Renewal Plan for the District suggests Mixed Use as the preferred development concept for this parcel and surrounding area.

Mixed Uses: Higher intensity areas that typically have a mix of office, residential, retail, restaurant and entertainment uses, and may also have lodging and convention or conference facilities. These areas typically have a high concentration of pedestrian activity.

II. Remnant RFQ/P

a. **CCDCs Goals of Disposition:**

- i. Enter into a Disposition and Development Agreement (DDA) with a bona fide developer in the next 90 days. The successful proposal would be to redevelop the parcel in accordance with the urban renewal plan, with preference given to projects that are larger, urban and more transformative which most likely would require the inclusion of adjacent parcels, creating activity and vibrancy, incorporating good urban design, providing a mix of uses that are suitable for the neighborhood and spurring further development to generate additional tax revenue for the district.
- ii. Similar to previous DDAs the actual disposition of the remnant parcel will be conditioned upon securing approval of land use entitlements, site control of necessary property, confirmation of adequate financing, etc.
- iii. The final site value for conveyance will be based on a project-specific re-use appraisal which will be performed by a certified appraiser based on the specific proposal selected.
 1. Two commercial land appraisals have been completed on this parcel by CCDC and by a private party. There is a range of values from \$635,000 using an over the fence method to \$255,000 using an "as- is" approach with a site constraint discount. Additional methods include a sales comparison approach of \$414,000 and an income capitalization approach of \$346,000. Staff recommends a \$300,000 land use value be used which is an average of the as is appraisal and an income capitalization approach assuming the site could be developed as a surface parking lot. It is important to note the assumed surface parking lot includes many more spaces that are likely not feasible given the site constraints. See attached summary.

b. **Submittal Requirements**

- a. Project Map
- b. Project Narrative

- i. Explanation of square footage based on use and project costs
- c. Project Timeline
- d. Submittal of proof of site control if proposal includes parcels besides CCDCs remnant (Deed, Sales Agreement, Option Agreement are acceptable forms of proof)
- e. Development Team Resume and References

c. Suggested RFP Schedule

- a. Sept. 2016 RFP Advertised in Statesman and Noticed, 30 days
- b. Oct. 2016: Proposals Due
- c. Nov. 2016: Board reviews and approves proposal
**in the event only one proposal is received staff will attempt to move forward, if the proposal is acceptable, in conjunction with the proposed project's schedule.*
- d. Nov. 2016- Dec. 2016 – Re Use Appraisal finalized (depending on developers ability to provide material)
- e. Dec. 2016 - DDA final approved (depending on project's schedule)

Fiscal Notes:

This request involves staff time and legal counsel review. Additional costs will be associated with advertising and appraisals, estimated at \$10,000. This is consistent with the approved budget.

Staff Recommendation:

Approve the RFP and the outlined process for the Front Street Remnant disposition.

Suggested Motion:

I move to approve the Request for Proposals for the Front Street Remnant and direct staff to begin the process as described.

Front Street Remnant Map



SUMMARY OF FRONT STREET REMNANT APPRAISALS

8/23/2016

1 Valbridge, (Jeff Vance, Moe Therrien) May 2016 Client: CCDC	
Appraisal Approach	Value
a) Highest and best use based on assemblage and over the fence methodology	\$ 635,000
b) Addendum #1, client's request Sales comparable	\$ 414,000
c) Income Cap Approach *33 spaces at \$95/ mont, 5% vacancy *does not account for setbacks and egress	\$ 346,000

2 RC Williams & Associates (Robert C Williams) June 2016 Client: Clay Carley	
Appraisal Approach	Value
a) As is condition Sales comp approach, with a market derived discount	\$ 255,000

AVERAGES	
Average of lowest (1c and 2a)	\$ 300,500
Average (all values)	\$ 412,500
average of (1 and 2a)	\$ 445,000

LEGAL NOTICE

The Capital City Development Corporation (CCDC) is issuing a Request for Proposals (RFP) for a vacant 0.3-acre triangular shaped property located on the north side of Front Street between 5th and 6th Streets in the River Myrtle-Old Boise Urban Renewal District. The parcel is a remnant parcel and has never been developed.

The Agency aims to dispose of the property based on a Disposition and Development Agreement with the Agency to redevelop the parcel as part of a larger transformative urban project that includes adjacent parcels, creates activity and vibrancy, incorporates good urban design, provides a mix of uses that are suitable for the neighborhood and will spur further development and generate additional tax revenue compared to the current uses.

The sales price of the parcel will be based on a Re-Use Appraisal and will meet the Agency's disposition requirements as per Idaho Code 50-2011.

The Agency desires an executed DDA outlining the conditions precedent to Disposition to be approved by the CCDC Board of Commissioners no later than December 12, 2016. At minimum the conditions precedent to disposition will be securing adequate financing for the completion of the mixed use project, having an approved site design with land use entitlements, site control of all parcels incorporated into the project and an agreed upon schedule of performance.

The RFP will be issued on as of the date of this legal notice. Proposals are due **Monday, October 17, 2016, 5pm**, local time to be submitted to the CCDC offices.

A complete RFP package is available online at www.ccdchoise.com.

For further information and to obtain a copy of the **Request for Proposals**, contact:

CCDC
Shellan Rodriguez, Project Manager
121 N. 9th Street
Boise, ID 83712
Telephone: (208) 319-1225
Email: srodriguez@ccdchoise.com
www.ccdchoise.com

INVITATION

Capital City Development Corporation (CCDC) is requesting proposals for the development of the Front Street Remnant Parcel located on the north side of Front Street between 5th and 6th Street in Downtown Boise, addressed as 502 W. Front Street (the "Site").

PROPOSAL DUE DATE: Monday, October 17, 2016, 5pm

I. ABOUT CCDC

CCDC is the urban renewal agency for Boise, Idaho, and oversees four downtown urban renewal districts. Since 1985, CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities. CCDC invests resources in development partnerships and creating a distinctive and attractive public realm for private development through investment in streets, streetscaping, utilities, public spaces, public art and cultural facilities.

A nine-member Board of Commissioners currently governs CCDC. The Boise City Mayor appoints the commissioners, subject to City Council confirmation. John Brunelle serves as CCDC's Executive Director.

II. THE PROJECT SUMMARY AND SITE INFORMATION

INSERT MAP SHOWING PROXIMITY TO AMENITIES

CCDC acquired the Site in 2006 from the City of Boise. It was a remnant parcel from the I-184 connector project. It is located on the northern side of Front Street between 5th and 6th Streets. The Site is in close proximity to various downtown amenities, including the Basque Block, BoDo, grocery stores, commercial district, theatres, parks, etc. According to the 2004 River Street-Myrtle Street Master Plan ("Master Plan") the area could benefit from development of mixed uses to create more vibrancy and investment in this area.

Address	502 W. Front Street, Boise, ID 83702
Ownership	Capital City Development Corporation
Site Description	Approximately 0.3 acres, triangular shaped remnant parcel adjacent to Front Street
Legal/Parcel	Parcel I - 1013001928
Parking	P1 District, no off street parking is required
Zoning and Current Use	C-5DD – Central Business Zone The parcel is currently vacant.

III. PROPOSAL MINIMUM REQUIREMENTS

Submittals must include the following documents to be deemed complete. At the discretion of CCDC staff the Respondent may have up to 24 hours to provide additional or back up information as requested by CCDC staff.

1. Acknowledgement & Release

- a. The Acknowledgement & Release is Exhibit 1 and must be completed and signed.

2. Project Narrative

- a. Summary should be no more than two pages and should include a basic summary of the development proposal and its design intent, including a description of proposed uses, square footage of each proposed use, description of current site control, explanation of development costs including hard and soft costs, architect and engineering fees, land costs, etc.

3. Project Timeline

- a. Please include a concise list of proposed critical dates including but not limited to:
 - i. Land Use Entitlements (required approvals, estimated approval dates)
 - ii. Construction Permits Approved
 - iii. Construction Start Date
 - iv. Certificate of Occupancy Received
 - v. Lease up or sale schedule

4. Site Control

- a. If the proposal incorporates land besides the Site please provide proof of site control. Site control can be in the form of a deed, fully executed purchase or option agreement, or binding letter of commitment from current owner.

5. Development Team Information

- a. Identify the primary contact person for the developer
- b. Developer's resume
- c. Three professional references for the developer.
- d. Include a list of the proposed members of the development team including the architect, contractor, owner, manager, etc.

SUBMISSION DEADLINE: Monday, October 17, 2016, 5pm

All submittals must be either *received* by the submission deadline and must be submitted to CCDC on a flash drive or disk. Submit all materials to:

Shellan Rodriguez, Project Manager
Capital City Development Corp.
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264

IV. PRIORITIES AND POINTS:

The priorities below are not requirements, are in no particular order and are not weighted on any scale. CCDC is interested in learning about all ideas for the site and will accept and review all proposals received by the deadline, **Monday, October 17, 2016, 5pm local time**, and that meet the minimum requirements listed in Section III. Please include additional narratives or visuals that exemplify how your proposal will meet the priorities outlined below.

1. **SUCCESSFUL, SIMILAR PORTFOLIO** - Applicants which have worked on projects of similar scale, cost, context and use are preferred. Priority will be given to applicants with similar projects in their portfolios which also demonstrate marked success.
2. **QUICK COMPLETION** - Priority will be given to projects proposed to be completed within a shorter time frame relative to the size of the project. This should be included in Section III.4.
3. **PEDESTRIAN-FRIENDLY DESIGN** - Pedestrian-friendly design at the street level is preferred, which includes, but is not limited to buildings which meet the sidewalk and orient windows toward the sidewalk, limited blank walls facing the sidewalk, and buildings with entrances facing the sidewalk. Priority is also given to projects which minimize the impact of surface parking on the site.
4. **CONTEXT** - Projects which meet the existing urban renewal plans suggesting mixed use for the parcel are preferred. Priority will be given to projects which exhibit urban form and density over projects which exhibit more suburban form.
5. **ACTIVE, MIXED-USE** - Mixed-use projects with active ground floor uses are preferred over single-use projects with dormant ground floor uses.
6. **SUSTAINABILITY** - Designs which plan to meet or exceed the Boise City Green Construction Code will be preferred.
7. **INVESTMENT** - Projects which will bring more investment to the district are preferred.
8. **CATALYST POTENTIAL** - Projects which best leverage neighborhood assets and are most likely to stimulate spin-off and/or complementary development are preferred.

V. **SELECTION PROCESS**

CCDC envisions a three-step process for selection of a developer/project team for the project site.

1: Request for Proposals

The RFQ/P will be noticed in the Idaho Statesman, posted on the CCDC website and noticed to known and interested parties. The RFQ/P will be closed on **Monday, October 17, 2016, 5pm**, local time.

2: Evaluation and Award of Proposals

The proposals will be considered by CCDC Staff. Proposals deemed complete will be distributed to the CCDC Board. Respondents may have an opportunity to present their proposals to CCDC Board. The review process is a subjective and evaluative overall assessment of the potential of each proposal to strengthen and revitalize this area of downtown.

Upon award of a proposal by the CCDC Board, staff will negotiate a Disposition and Development Agreement (DDA) with the developer. At the same time the developer will be asked to provide detailed financial proforma to an appraiser to determine the re-use value, which will assist CCDC Board in approving the final terms of the DDA. A draft Summary of the DDA is included as Exhibit 3.

Step 3: Disposition and Development Agreement (DDA)

The DDA will describe in detail the project and a series of conditions precedent to the transfer of the Site to the development entity. CCDC will likely require all land use entitlements to be fully approved as well as financing to be committed before transfer of the site. CCDC may require certain measures such a performance bond, developer guaranty or other mechanism to encourage successful completion of the project.

The CCDC Board of Commissioners has sole authority to approve a DDA but is not obligated to consider or approve a DDA under this RFQ/P.

VI. SCHEDULE

The schedule for each step is approximate and may be adjusted by CCDC in its sole discretion.

September 15, 2016: RFQ/P Published

October 17, 2016: Response Deadline

October 18 - November 14, 2016: Review Period

November 14, 2016: Board approves proposal; directs staff to negotiate DDA

December 12, 2016: Board Approves DDA

VII. RFQ/P CONTACT INFORMATION

- Respondents may contact the Project Manager for this RFQ/P by sending an email to srodriguez@ccdcb Boise.com. Answers to questions may be shared with all Respondents.
- Any changes to the RFQ/P will be sent to the primary contact on the proposal.

VIII. PUBLIC NATURE OF SUBMISSIONS

This RFQ/P is a public process therefore information and materials collected under the RFQ/P are public records. The information that is received by CCDC may be subject to disclosure under the Idaho Public Records Act (Idaho Code, Title 74, Chapter 1). With the potential exception of some credit data, it is anticipated that submissions to this RFQ/P will contain little or no material that is exempt from disclosure under the Idaho Public Records Act. Any questions

regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. CCDC will not provide any opinion or guidance on whether or not any information or materials submitted in response to this RFQ/P would be considered exempt from disclosure under Idaho's Public Records Act. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Respondents, in replying to this RFQ/P agree to release and hold CCDC harmless from any and all liability for disclosing any material or documents included in any proposals submitted to CCDC.

IX. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS

CCDC may terminate the RFQ/P process at any time for any reason with no requirement to disclose its reasoning.

CCDC also reserves the right to reject any RFQ/P Respondents at any time, or to terminate any negotiations implied in this RFQ/P or initiated subsequent to it.

CCDC may change any part of the RFQ/P process at any time for any reason.

CCDC may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the River Myrtle-Old Boise Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any submissions. CCDC Board will determine, from the information submitted in the responses and any follow up presentations, the most qualified proposal to meet the priorities set forth herein.

The issuance of the RFQ/P and the receipt and evaluation of submissions does not obligate the CCDC to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement. CCDC will not pay any costs incurred in responding to this RFQ/P.

X. EXHIBITS

1. Acknowledgment & Release
2. Site Maps
3. Summary of Disposition and Development Agreement

Acknowledgment & Release

The undersigned (“Respondent”), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent’s development team, has read and fully accepts the Capital City Development Corporation’s (“CCDC”), discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC’s decision to proceed with a selection process by issuing the Request for Qualifications/Proposals for the development of the 502 West Front Street property (the “RFQ/P”). Capitalized terms not defined herein shall have the meaning ascribed in the RFQ/P.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFQ/P at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFQ/P and to ascertain the depth of Respondent’s capability and desire to develop the Site;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its RFQ/P and any submission by any respondent;
 - d. Accept or reject any submission or part thereof received in response to the RFQ/P, including any statement submitted by the undersigned, or select any one submission over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.
2. CCDC is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFQ/P selection process and any assistance in the development of the Site from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC may, in its discretion, conduct public hearings during the RFQ/P selection process that would require disclosure of the Respondent’s proposed project and related details to the public and the media.
4. CCDC may accept or reject any proposal or statement and/or information received in response to the RFQ/P, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.
5. Respondent understands that by responding to the RFQ/P, its proposed project may be subject to review and comment by CCDC staff and consultants.

6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFQ/P and any responses by any respondent thereto.
7. Respondent consents to the acquisition of information by CCDC in conjunction with this RFQ/P, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC staff, officers or board and the City of Boise shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC or the City of Boise with respect to the RFQ/P.
9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
10. Respondent, including all team members, have carefully and thoroughly reviewed the RFQ/P and have found the RFQ/P and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the RFQ/P process at its own risk.

By: _____

Its: _____

Date: _____

Front Street Remnant Map



Summary of Disposition and Development Agreement

The following summary has been prepared to provide an overview of the contents of the Disposition and Development Agreement ("DDA") the Urban Renewal Agency of Boise, Idaho, also known as the Capital City Development Corporation ("Agency"), will prepare for execution with the selected developer for the property located at 502 West Front Street, Boise, Ada County, Idaho (the "Property").

The DDA sections will cover the following:

1. Section 1 will contain definitions of relevant terms contained in the DDA
2. Section 2 will identify the parties to the agreement and reference the Agency's urban renewal plan. This section will also cover the powers and limitations of an urban renewal agency when disposing of real property, which are contained in Idaho Code § 50-2011.
3. Section 3 will cover the pre-closing due diligence period, property investigation, and title issues that may arise.
4. Section 4 will deal with the selected developer's proposed financing for the project and the Agency's assessment of the financial viability of the proposed project, based on the firm commitments from lenders and financiers and when such commitments are required.
5. Section 5 covers the disposition and conveyance of the property to the developer and the property closing details.
6. Section 6 will detail the condition of the property and any representations made by the Agency concerning the same. The Agency anticipates disposing of the property in "as is" condition.
7. Section 7 will set forth the development of the project and memorialize the proposed project. The Agency anticipates providing some assistance to the developer for the project. The assistance will be based on the completion of the proposed project as detailed in Section 7.
8. Section 8 provides the Agency's requirements for insurance and indemnification of the Agency.
9. Section 9 sets forth the project completion, purchase price adjustment and the mechanism the Agency will use to determine the difference between the fair market value of the Property and the fair reuse value of the Property. By law, the Agency cannot dispose of real property for an amount less than the fair reuse value of the property. The fair reuse value of the Property will be calculated by assessing the design and construction costs of the proposed project to determine the minimum land acquisition cost that would enable the developer to construct the proposed project and earn a profit from the endeavor, as opposed to suffering a financial loss. The fair reuse value will be determined by an appraiser engaged by the Agency, who will consider the construction and design costs, financing costs, the marketability of the proposed project, and the developer's entrepreneurial incentive.

10. Section 10 will contain post-development and construction obligations concerning the continued use of the Property in compliance with the Plan and the obligation of the Property owner to pay real property taxes assessed by the County Assessor. The Agency does not assess property taxes.

11. Section 11 will cover the potential for developer or Agency defaults of the DDA and remedies for the parties.

12. Sections 12 and 13 will contain standard contract provisions concerning assignment rights, notices and demands, conflicts of interest, attorney fees, dispute resolution, and how the parties will coordinate with each other.



AGENDA BILL

Agenda Subject: Approval of the Ash Street Request for Proposals		Date: 9/12/2016
Staff Contact: Shellan Rodriguez	Attachments: 1) RFP Process Flowchart 2) Proposed RFP 3) Workforce housing policy	
Action Requested: Approve the Ash Street Request for Proposals		

Background:

CCDC owns a series of parcels known as the Ash Street properties located in the River Myrtle Urban Renewal District. In June of 2016 the CCDC Board of Commissioners confirmed the RFP for this property should be more prescriptive than recent RFPs and should be oriented towards providing workforce housing, essentially residential units serving individuals and families earning between 80% and 140% of the area median income of Ada County. Additionally the board was interested in providing clarity to interested developers based on a stated and subjective set of priorities.

History of the properties:

CCDC purchased the parcels between 2006 and 2011. The site is about 0.7 acres and is currently vacant land where such properties acquired were blighted and were razed, and/or were voluntary sales obtained for right of way for construction of the Pioneer Corridor Pathway, now completed to the Boise River. A portion of the property is landscaped and sometimes utilized (and valued) by the neighborhood as open space and a portion of the property is unimproved and CCDC has allowed contractors to store and stage from the site. Previously the site was 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 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 utilize, preserve and activate the Hayman House. Any transfer of the property to the City of Boise is intended to occur when there is more certainty regarding the future of the Ash Street properties.

Additionally, a lot line adjustment has been completed for the Hayman House and Ash Street Properties in order to increase development opportunities for the RFQ/P.

An Environmental Phase I, dated July 27, 2016, was completed by Brown and Caldwell and shows a clean site. For the most part no RECs are revealed, although there are de minimis environmental conditions in connection with the site that include a) soil staining in the gravel lot and b) further

groundwater investigations are necessary to ascertain that there are no groundwater impacts to the Ash Street properties. According to the report, there are off-site locations which have underground storage tanks which appear to have a low probability of impacting the soil or groundwater below the property but cannot be proven unless additional testing is completed. CCDC intends to conduct additional testing.

A commercial appraisal completed in August of 2016 concludes a market value of \$645,000.

I. CCDC Property Disposition Process

- a. State Statute (Idaho Code 50-2011): 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 policy meets and exceeds the statute's disposition requirements and suggest the commercially appraised value should be initially be paid for the land and that any site write down as may be documented in a re-use appraisal be granted only at the completion of the approved and successful project.

II. Ash Street RFQ/P

- a. CCDCs Goals of Disposition:

- i. **Prescriptive use as workforce housing with possible secondary uses**

1. **Threshold Submittal Requirements**

CCDC Staff will review each submittal to determine threshold requirements have been met on or before the deadline. All complete responses will be evaluated.

- a. Application- cover sheet, release form
 - b. Development Team Information and References
 - c. Resume
 - d. Project Summary
 - e. Development Sources & Uses (CCDC form)
 - f. Development timeline
 - g. Binding commitment to meet Boise City Green Construction Code
 - h. Project Drawings

2. **Evaluation based on Priorities**

All complete responses will be submitted to the CCDC Board for review and award. The award will be based on the following priorities:

- a. 45%- Neighborhood Context: Having a unique design which also relates in scale and orientation to the existing neighborhood design and existing neighborhood assets is included in this priority. Designs that complement or enhance existing amenities such as the Pioneer Pathway, multi-modal transportation, Kirstin's park, Hayman House, neighborhood community center and

generally the history and diversity of the neighborhood will be preferred. Additionally this priority favors proof of neighborhood outreach and support and inclusion of programming that serves the needs of the River Street neighborhood as described in the River Street Neighborhood planning process and as described in the Urban Renewal Plan.

The surrounding context is comprised of mostly of residential uses, including some one and two story single family homes, multi-plexes, and multiple story income qualified senior housing developments as well as one and two story subsidized apartments and townhomes. There are a few warehouse style buildings in close proximity including one that has recently been converted into a brewery and a couple of large warehouses used for document storage.

- b. 15%- Catalyst Potential: Proposals that include uses or plan or commit to incorporate or phase underutilized or vacant sites in the neighborhood as part of a future project will be favored. Proposals adding needed amenities or services to the area, either on-site or in another location will also be favored. Such amenities that have been suggested are a small grocery store, café space, live work spaces, art, etc. A long term vision for the area can be included in this area with specific actions the site's proposal will take to attempt to meet the vision.

Proposals that include the permanent displacement of existing residents will not be favored.

- c. 15%- Investment: Projects which invest more in the redevelopment of the site should result in higher property valuation which adds value to the property tax rolls strengthening the tax base. New investment which creates higher property value for the site may also improve the values of property in the vicinity. Additionally, taxable value as a result of CCDC property redevelopment creates resources to advance general urban renewal efforts within the River Myrtle Urban Renewal District. This will be viewed based on total development cost and anticipated assessed value. Within this section please confirm the status of the project's uses as private, public or non-profit and whether they will be for sale or rent. If there is any space that is not residential please explain the use in detail. The development costs should correspond with those included in the Development Sources and Uses Budget Form, Appendix 3.
- d. 15%- Development Schedule: Priority will be given to projects proposed to be completed within a shorter time frame relative to the overall size of the project as is exemplified in the Development Timeline, Section III.7 in the requirements. Determining the reasonableness of the timeline submitted is at the discretion of CCDC.

- e. **10% Sustainability:** In order to get preference in this area a proposal must commit to exceeding the Boise City Green Construction Code. Projects which do not commit to meeting the Boise City Green Construction Code and that do not include a completed Green Building Certification Form will not be reviewed.

Projects can emphasize sustainability by committing to third party verification programs such as USGBC's LEED program, the Living Building Challenge, Net Zero housing, etc. Project will be required to meet their goals in this section as per the ERN and the DDA. Projects which emphasize sustainability to the greatest extent will be given the highest priority in this category. Explain and demonstrate the project's sustainability elements.

ii. Transparency

- 1. Any and all proposals that meet the threshold requirements will go the CCDC Board for review. Interviews and /or presentations by the respondent are at the sole discretion of the Board as is the award of the ERN or DDA

Fiscal Notes:

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

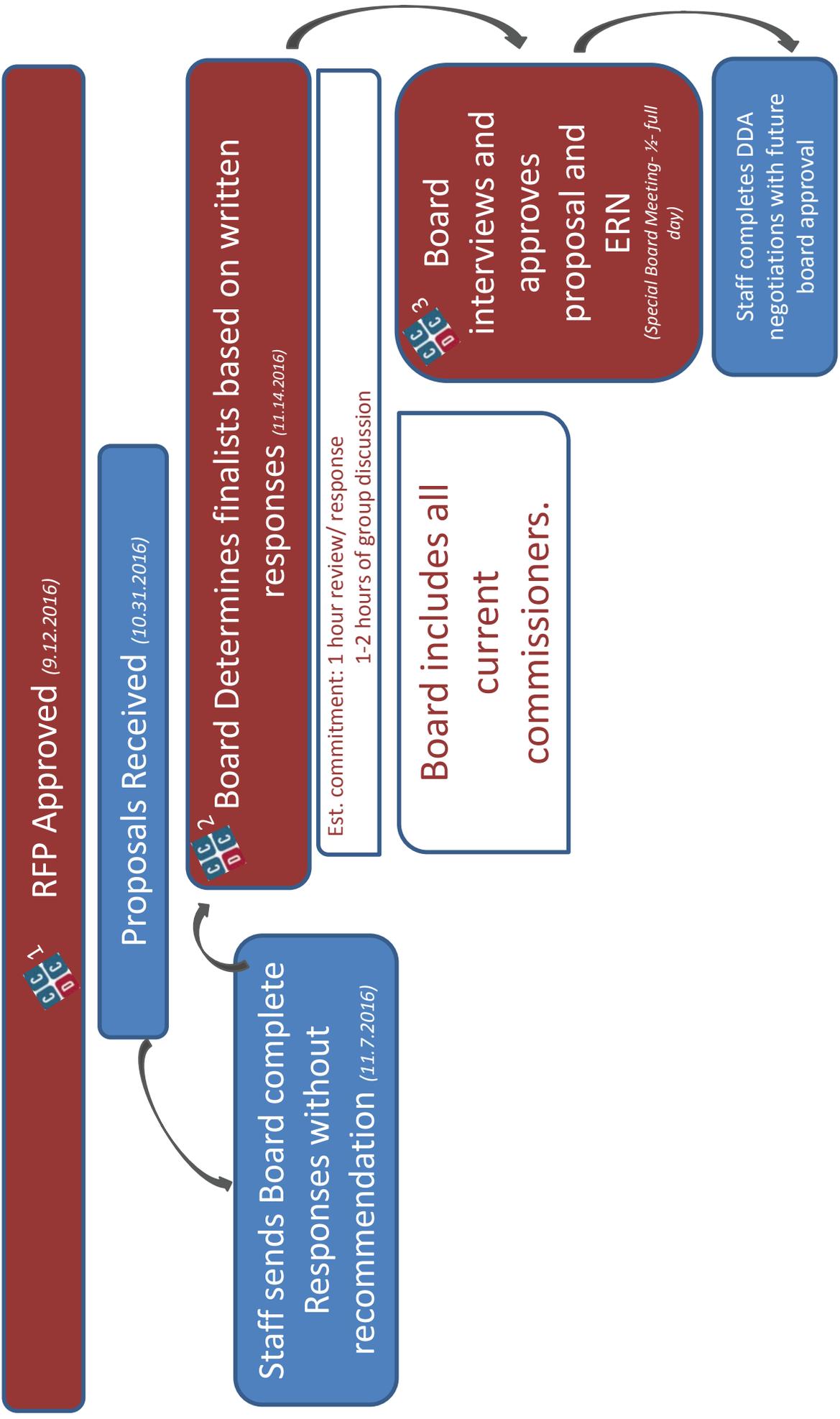
Staff Recommendation:

Provide additional direction and approve the Ash Street RFQ/P and the proposed process and schedule.

Suggested Motion:

Move to approve the Ash Street Request for Proposals and direct staff to follow the process and timeline outlined in the attached RFQ/P.

RFP Process Flowchart



 :: Board meeting (public notice, public meeting, public record)

- The number of responses may affect the number of interviews and may affect overall schedule as well as time estimated commitment of time.
- Meeting 3 may require additional meetings as determined by the Board
- A faster disposition process increases probability of project success.

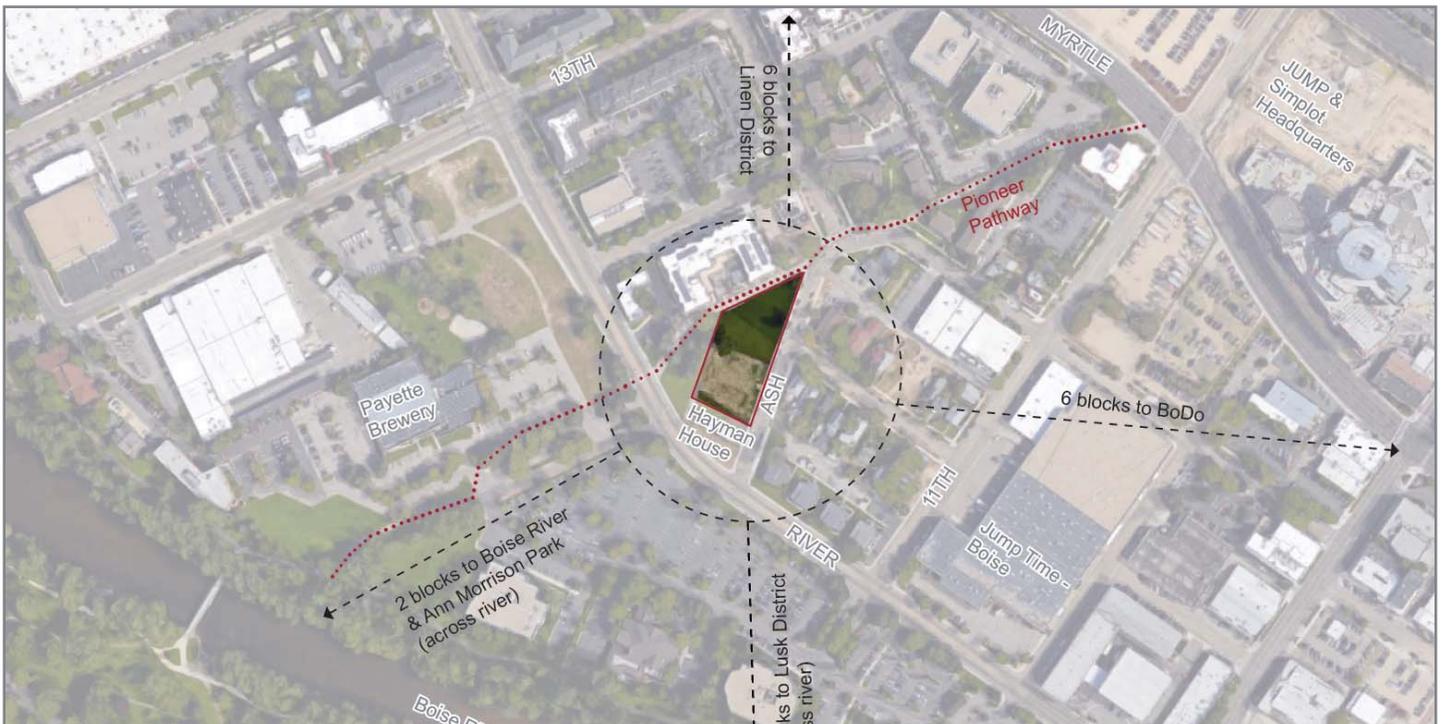
REQUEST FOR PROPOSALS

PROPERTY DEVELOPMENT



DUE: October 31, 2016 5PM MST

503, 509, 511, 623, and 647 Ash Street



INVITATION

Capital City Development Corporation (CCDC) is requesting proposals for primarily a workforce housing development on a series of vacant parcels located in the River Street Neighborhood, in Downtown Boise. CCDC is interested in working with a results-oriented, Development Team (“Development Team”) with creative as well as practical ideas about how to redevelop the Ash Street Properties in workforce housing. CCDC considers workforce housing those individuals and families making between 80% and 140% of the current Ada County area median income.

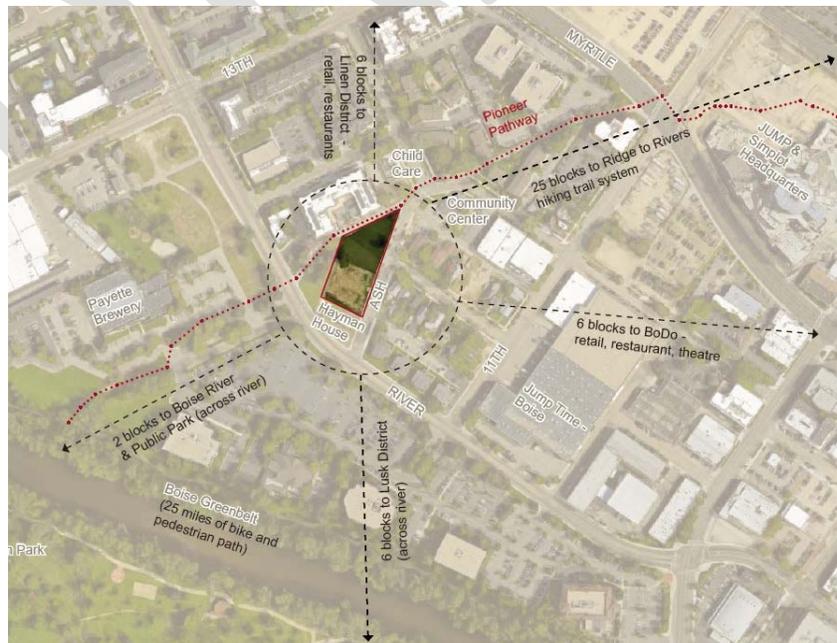
The issuance of an RFQ/P for this property is an extension of CCDC Participation Program, Type 5 (originally adopted September 9, 2013) for disposition of CCDC-owned property. The agency’s goal in releasing this RFQ/P is to strengthen the River Myrtle- Old Boise Urban Renewal District and the River Street Neighborhood in particular.

SUBMISSION DEADLINE: Monday, October 31, 2016, 5:00 PM, local time

I. About CCDC

CCDC is the urban renewal agency for Boise, Idaho and oversees four downtown urban renewal districts totaling 767 acres (map below). Since 1985, CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that now includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities. CCDC invests resources in development partnerships and creating a distinctive and attractive public realm for private development through investment in streets, streetscaping, utilities, public spaces, public art and cultural facilities. A nine-member Board of Commissioners currently governs CCDC. The Boise City Mayor appoints the Commissioners, subject to City Council confirmation.

II. The Project Summary and Site Information



The Project Site is located in the River Myrtle urban renewal district. The Project Site is located near River Street, minutes from the core of one of the few remaining urban neighborhoods in downtown Boise. It is 8- 10 blocks from the downtown business core and from Boise Downtown (BoDo). The Project Site is adjacent to the Pioneer Pathway which is a recently completed bicycle and pedestrian corridor between the 28-mile Boise River Greenbelt, Boise State University and major Downtown attractions such as JUMP!, Simplot World Headquarters, BoDo and the Grove Plaza. It is within a short walking distance to the Boise River, and is close to Ann Morrison Park and the Lusk District an up and coming residential district adjacent to Boise State. The Project Site is also within a couple blocks of a new brewery and tasting room, storage units, coffee shops, open space, daycare centers, and within walking distance to the many other amenities in downtown like the Boise Public Library, the cultural district, new breweries and downtown eateries.

CCDC acquired the Project Site in between the years of 2006 and 2011. The 0.7 +/- acre site is comprised of the following parcels:

- Parcel R5336500012 (0.09 acres)
- Parcel R5336500022 (0.119 acres)
- Parcel R5336500031 (0.158 acres)
- Parcel R8453210051 (0.16 acres)
- Parcel R8453210026 (0.173 acres)

TOTAL 0.7 acres

It is located on the western side of Ash Street north of River Street and South of Grande Avenue. The Project Site is a part of an urban neighborhood envisioned as a transitioning neighborhood that provides affordable rents and prices in close proximity to downtown amenities and according to the 2004 River Street- Myrtle Street Master Plan ("Master Plan") the area could benefit from development that promotes an urban neighborhood with a diversity of housing choices and a lively mix of uses. It is important to note the idea of making the area more lively, leveraging the assets like Pioneer pathway and a new brewery while providing unique housing options is a strong priority of CCDC.

The Site is currently vacant, although a portion of it used as a gravel parking area. It is adjacent to a small one story single family home owned by CCDC and is intended to be preserved as a historically significant structure. It is commonly referred to as the Erma Hayman House named after its owner, Erma Hayman. It is one of the oldest intact homes in the area and was purchased by CCDC and CCDC is working with the City of Boise on plans for restoration, preservation, and interpretation of the structure to honor the unique and diverse history of the neighborhood.

PROJECT SITE STATS

Address	503, 509, 511, 623, & 647 South Ash Street, Boise, Idaho 83702
Ownership	Capital City Development Corporation
Site Description	Approximately 0.7 acres

Location	The Project Site is located in the south side of downtown Boise, Idaho. The neighborhood is known as the River Street Neighborhood located within the River Myrtle-Old Boise urban renewal district.
Legal/Parcel	<p>Parcel I - 503 South Ash Street, R5336500012 Lots 1 and 2 in Block 1 of Lover’s Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County. Except a triangular strip of Lot 2 in Block 1 of Lover’s Lane Addition (included in Parcel II)</p> <p>Parcel II - 509 South Ash Street, R5336500022 Lots 3 and 4 in Block 1 of Lover’s Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County. Together with a triangular strip of Lot 2 in Block 1 of Lover’s Lane Addition.</p> <p>Parcel III – 511 South Ash Street, R5336500031 Lots 5 and 6 in Block 1 of Lover’s Lane Addition to the Boise City, Idaho, and that portion of Lot 7 in Block 1 of Lover’s Land Addition to Boise City, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County, Idaho</p> <p>Parcel IV – 623 & 647 South Ash Street, R8453210051 & R8453210026 Lots 1 and 2 of Tiffany Subdivision, according to the official plat thereof, filed in Book 53 of Plats at page 4586, official records of Ada County.</p>
Parking	The Project Site is currently in the P-3 parking district, a reduction of specific parking requirements is determined by the proposed use. (See Boise City zoning ordinance).
Zoning and Allowed Land Use/ Current Use	<p>Zoned Commercial (R-OD) – Residential Office. This zoning district includes the areas immediately adjacent to the site to the north, and east. The area immediately to the west is zoned A-1 (Open Land) and is owned by the City of Boise and the parcel immediately to the south has a historic building on it.</p> <p>The parcels are currently vacant.</p>
Design Standards	For more information on City of Boise design standards, see the Boise Downtown Design Standards and Guidelines as revised June of 2016.
Access	The site is bordered to the east by South Ash Street, to the west by a public alley controlled by ACHD, to the south by West River Street, and to the north by the Pioneer Pathway (a non-motorized pathway that connects downtown Boise to the Boise River and beyond).
Infrastructure	<p>City sewer, water, natural gas, electric, and telephone are available.</p> <p>DISCLAIMER: Utility descriptions are general. Contact utility providers for more information.</p>

III. PROPOSAL MINIMUM REQUIREMENTS

In order for a proposal to be deemed complete and to be further reviewed it must include the minimum requirements. In the event the minimum have not been met for a submission by the due date of **October 31, 2016** the proposal will not be eligible for further consideration. Written notification will be provided to the proposals contact. If you have any questions regarding these minimum requirements please contact CCDCs Project Manager as soon as possible.

Submittals must include the following documents to be deemed a complete submittal:

1. The Cover Sheet. Appendix 1.

Download the Cover Sheet from www.ccdcboise.com/Ash Street, under Appendices, fill out and sign. The individual listed on the Cover Sheet will be contacted if additional information or clarification on the submitted proposal is required.

2. Acknowledgement & Release. Appendix 2.

Download the Acknowledgement & Release Agreement from www.ccdcboise.com/Ash Street, under Appendices, fill out and sign.

3. Development Team Information

- a. Development Team Identification: Include architect, engineer, contractor, developer, proposed development entity, etc. Include address, phone numbers and email contacts.
- b. Provide an organizational chart for the development entity.
- c. Confirm whether the development entity has been formed and is registered with the state of Idaho. If it has not been formed legally please describe when it will be.
- d. Identify whether development team has worked together on prior projects and identify and describe those projects briefly.
- e. Three professional references- including name, title, email and phone number. References cannot be member of the development team.
- f. Financial statements of the development entity.

4. Portfolio/ Resumé

Include portfolio or resumé of developer including any similar workforce housing projects.

5. Project Summary

Summary should be no more than two pages and should include a basic summary of the workforce housing proposed and any ancillary uses:

- Number of proposed residential units
- Size and configuration of units
- Proposed rents or sales prices (must correspond to the workforce housing rents on the chart below)
- Description of any on and off site improvements and amenities
- Description of any additional uses proposed
- Description of any proposed CCDC assistance, if any.

- Explain how the project meets the workforce housing goals of this Request and will continue to do so until no earlier than 2025.

Working with City Housing and Community Development Dept. and IHFA to obtain data on homeownership and sales prices available to workforce housing with certain market assumptions.

Income Limits for 2016
(Based on 2016 AMI Income Limits)

	Charts	60.00%	80.00%	120.00%	140.00%
1 Person		26,220	34,960	52,440	61,180
2 Person		29,940	39,920	59,880	69,860
3 Person		33,720	44,960	67,440	78,680
4 Person		37,440	49,920	74,880	87,360
5 Person		40,440	53,920	80,880	94,360
6 Person		43,440	57,920	86,880	101,360
7 Person		46,440	61,920	92,880	108,360
8 Person		49,440	65,920	98,880	115,360
9 Person		52,440	69,920	104,880	122,360
10 Person		55,440	73,920	110,880	129,360
11 Person		58,380	77,840	116,760	136,220
12 Person		61,380	81,840	122,760	143,220

Rent Limits for 2016
(Based on 2016 AMI Income Limits)

Bedrooms (People)	Charts	60.00%	80.00%	120.00%	140.00%	FMR
Efficiency (1.0)		655	874	1,311	1,529	487
1 Bedroom (2.0)		748	998	1,497	1,746	617
2 Bedrooms (3.0)		843	1,124	1,686	1,967	789
3 Bedrooms (4.0)		936	1,248	1,872	2,184	1,142
4 Bedrooms (5.0)		1,011	1,348	2,022	2,359	1,352
5 Bedrooms (6.0)		1,086	1,448	2,172	2,534	

6. Development Sources and Uses Budget. Appendix 3.

An excel spreadsheet is **Appendix 3** which includes 2 tabs, both tabs should be completed. CCDC requires a proposed list of financing sources and a development budget. This is preliminary but must be included with the proposal.

Regarding land value: the commercial appraised value of the land is the initial purchase price of the property is \$645,000. The commercial land appraisal is dated August 2016 and is **Appendix 9**. The purchase price must be paid in full to CCDC at the time of the land closing and prior to the transfer of the Project Site from CCDC to the selected developer. CCDC has the opportunity to provide a “site write down” based on the findings within a reuse appraisal ("Reuse Appraisal"). The “site write

down”, if any, would occur at project completion. Please consider this in your preliminary budget and clearly include the final land cost the project will pay.

7. Development Timeline

A preliminary development timeline is required and must include major milestones including but not limited to: design review approval, planning and zoning approval, any additional land use entitlements, loan closings, land transfer, construction start, construction completion and a rent/lease up or sales schedule.

8. Completed Green Building Certification Form. Appendix 4.

CCDC aims to award the proposal to a project committed to using the City of Boise Green Construction Code, or equivalent thereof. The Green Building Certification must be signed and completed with the application.

9. Project Drawings

A schematic design showing building massing, site layout, uses by floor, and the exterior design of structures proposed on the site. Sketches that represent the elements listed above are all that is necessary; a full drawing set with floor plans, sections, and detailed elevations is not required at this point.

A site survey is available as **Appendix 7.**

SUBMISSION DEADLINE: Monday, October 31, 2016, 5:00 PM, local time

Required materials should be organized into a separate PDF files for each section below and submitted on a flash drive or disk. Each PDF file should be named with the name of that section, e.g. the first file should be named “1_Cover Sheet.pdf,” the next file “2_Acknowledgement & Release.pdf” and so on.

All submittals must be either *postmarked or received* by the submission deadline. Proposals received after the Submission Deadline will not be considered.

<p><u>Document Format:</u> PDF, include Appendix 3 as an Excel Document Submittal should be received by CCDC on a flash drive or disk. <u>Do not email submittals.</u></p>	<p><u>Submit all materials to:</u> Shellan Rodriguez, Project Manager Capital City Development Corp. 121 N. 9th Street, Suite 501 Boise, ID 83702 208-384-4264</p>
--	---

IV. Priorities:

The priorities below are the agency's priorities, rather than requirements and will be used as a basis for selection of the strongest proposal.

CCDC is interested in all ideas for the site and will accept and review all proposals received by Monday, October 31, 2016, at 5pm MST, the due date.

- **45%: NEIGHBORHOOD DESIGN & CONTEXT**

Having a unique design which also relates in scale and orientation to the existing neighborhood design and existing neighborhood assets is included in this priority. Designs that complement or enhance existing amenities such as the Pioneer Pathway, multi-modal transportation, Kirstin's park, Hayman House, neighborhood community center and generally the history and diversity of the neighborhood will be preferred. Additionally this priority favors proof of neighborhood outreach and support and inclusion of programming that serves the needs of the River Street neighborhood as described in the River Street Neighborhood planning process and as described in the Urban Renewal Plan.

The surrounding context is comprised of mostly of residential uses, including some one and two story single family homes, multi-plexes, and multiple story income qualified senior housing developments as well as one and two story subsidized apartments and townhomes. There are a few warehouse style buildings in close proximity including one that has recently been converted into a brewery and a couple of large warehouses used for document storage.

- **15%: CATALYST POTENTIAL**

Proposals that include uses or plan or commit to incorporate or phase underutilized or vacant sites in the neighborhood as part of a future project will be favored. Proposals adding needed amenities or services to the area either onsite or in another location will also be favored. Such amenities that have been suggested are a small grocery store, café space, live work spaces, art, etc. A long term vision for the area can be included in this area with specific actions the site's proposal will take to attempt to meet the vision.

Proposals that include the permanent displacement of existing residents will not be favored.

- **15%: INVESTMENT**

Projects which invest more in the redevelopment of the site should result in higher property valuation which adds value to the property tax rolls strengthening the tax base. New investment which creates higher property value for the site may also improve the values of property in the vicinity. Additionally, taxable value as a result of CCDC property redevelopment creates resources to advance general urban renewal efforts within the River Myrtle Urban Renewal District. This will be viewed based on total development cost and anticipated assessed value. Within this section please

confirm the status of the project's uses as private, public or non-profit and whether they will be for sale or rent. If there is any space that is not residential please explain the use in detail. The development costs should correspond with those included in the Development Sources and Uses Budget Form, Appendix 3.

- **15%: DEVELOPMENT SCHEDULE**

Priority will be given to projects proposed to be completed within a shorter time frame relative to the overall size of the project as is exemplified in the Development Timeline, Section III.7 in the requirements. Determining the reasonableness of the timeline submitted is at the discretion of CCDC.

- **10%: SUSTAINABILITY**

In order to get preference in this area a proposal must commit to exceeding the Boise City Green Construction Code. Projects which do not commit to meeting the Boise City Green Construction Code and that do not include a completed **Green Building Certification Form, Appendix 4** will not be reviewed.

Projects can emphasize sustainability by committing to utilizing third party verification programs such as USGBC's LEED program, the Living Building Challenge, Net Zero housing, etc. Projects will be required to meet their goals in this section as per the ERN and the DDA. Projects which emphasize sustainability to the greatest extent will be given the highest priority in this category. Explain and demonstrate the project's sustainability elements.

V. SELECTION PROCESS

CCDC envisions a four-step process for selection of a developer/project team for the project site.

Step 1: Request for Qualifications / Proposals

The RFQ/P will be advertised locally in the Boise Metro Area and may include other markets, noticed in the Idaho Statesman, posted on the CCDC website and noticed to known and interested parties. The RFQ/P will be closed on **Monday, October 31st at 5pm local time.**

Step 2: Evaluation of Proposals

The proposals will be reviewed by CCDC staff to confirm they meet the RFPs minimum requirements. All proposals that meet the minimum requirements will be submitted to the CCDC Board for review. At the discretion of the CCDC Board, respondents may be asked to present their respective projects to the CCDC Board at a public meeting. Submissions will be judged based on the written submittals and based on presentations as applicable. The CCDC Board reserves the prerogative to interview or not interview respondents.

Step 3: Exclusive Right-to-Negotiate (ERN)

The next step is for CCDC to enter into an Exclusive Right to Negotiate (ERN) with the selected development entity.

The CCDC Board of Commissioners has sole authority to approve an ERN but is not obligated to consider or approve an ERN under this RFQ/P.

Design Refinement: The ERN allows time for project design and details to be refined and specific development terms to be considered. It is the agency's expectation during this period that, while elements of the design may change, design features will function in the way they were initially proposed. For example, if an applicant proposed a bagel shop on the ground floor, but then found a tenant to put in a pastry shop, that would be acceptable as part of the project would still function as a retail/eatery space.

Financial Feasibility: Once a proposal is selected, additional work will be done to determine the financial feasibility of the project together with the selected developer's banking institution. Required information may include financial statements from principals in the development entity and equity partners and related financial-credit information. Criminal background checks may be required.

Commercial Appraisal: A commercial appraisal has been completed and establishes a fair market value for purposes of determining an initial purchase price for disposition of the property to be developed as per a schedule of performance for a stipulated use/project (as described in a DDA agreement in the next step). An update to this commercial appraisal may be provided by CCDC, if needed. The appraisal dated August 29, 2016 is **Appendix 9**. The initial purchase price for the Project Site is Six Hundred Forty Five Thousand Dollars (\$645,000).

Reuse Appraisal: During the ERN stage, the agency will obtain a reuse appraisal to determine the eligible, if any, discounting of the land value. If, during the ERN phase, a land value write down is both eligible and desired based on the project requirements, the incentive (difference in commercial value versus reuse value) can be reimbursed upon successful completion of the project. This approach protects the public's investment in the land should the project fail to be completed.

Next Steps: The ERN also sets a schedule for reaching an agreement which may lead to a Disposition and Development Agreement (DDA).

Step 4: Disposition and Development Agreement (DDA)

If an ERN is entered into with a selected developer CCDC may then prepare a DDA that describes in detail the requirements and conditions precedent to the transfer of the Project Site to the development entity. This will include a Schedule of Performance as well. CCDC may require certain measures such a performance bond, developer guaranty or other mechanism to encourage successful completion of the project.

An early step in the DDA would involve the development entity purchasing the property as advised by the commercial appraisal subject to the development agreement terms/schedule of performance. The initial purchase would transfer title including payment for the property prior to commencement of

construction. Successful completion of the project may involve a rebate (or “site write down”) of land value as previously advised by the reuse appraisal and determined by the ERN/DDA process.

The CCDC Board of Commissioners has sole authority to approve a DDA but is not obligated to consider or approve a DDA under this RFQ/P.

SCHEDULE

The schedule for each step is approximate and may be adjusted by CCDC in its sole discretion.

September 16, 2016: RFQ/P Published

October 31, 2016: Response Deadline

November 1 – December 12, 2016: Review and Presentation Period

December 12, 2016: Board Approves Proposal and ERN

January 23, 2017: Restricted Use Appraisal received

February 13, 2017: DDA approved

VI. RFQ/P CONTACT INFORMATION

- Respondents may contact the Project Manager for this RFQ/P by sending an email to srodriguez@ccdcb Boise.com. Answers to questions may be shared with all Respondents.
- Any changes to the RFQ/P will be sent to the primary contact on the proposal.
- If additional information or clarification on individual proposals is necessary, the listed primary will be contacted.

VII. PUBLIC NATURE OF SUBMISSIONS

This RFQ/P is a public process therefore information and materials collected under the RFQ/P are public records. The information that is received by CCDC may be subject to disclosure under the Idaho Public Records Act (Idaho Code Title 74, Chapter 1). With the potential exception of some credit data, it is anticipated that submissions to this RFQ/P will contain little or no material that is exempt from disclosure under the Idaho Public Records Act. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. CCDC will not provide any opinion or guidance on whether or not any information or materials submitted in response to this RFQ/P would be considered exempt from disclosure under Idaho’s Public Records Act. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

CCDC’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Act may depend upon official or judicial determinations made pursuant to the Idaho Public Records Act.

Respondents, in replying to this RFQ/P agree to release and hold CCDC harmless from any and all liability for disclosing any material or documents included in any proposals submitted to CCDC.

VIII. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS

CCDC may terminate the RFQ/P process at any time for any reason with no requirement to disclose its reasoning.

CCDC also reserves the right to reject any RFQ/P Respondents at any time, or to terminate any negotiations implied in this RFQ/P or initiated subsequent to it.

CCDC may change any part of the RFQ/P process at any time for any reason.

CCDC intends to consider recommendations from the review panel in selecting a respondent to advance the RFQ/P process toward the ERN and DDA agreement steps. If CCDC is unable to reach a satisfactory agreement with a selected development entity, CCDC may terminate negotiations with a selected development entity and commence negotiations with the next highest ranked RFQ/P respondent and so on or, in its sole discretion, determine not to enter into an ERN/DDA with any of the Respondents and terminate the process.

CCDC may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the River Myrtle Old Boise Downtown Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any submissions. CCDC will determine, from the information submitted in the responses, the most qualified proposal to meet the stated duties as evaluated under the criteria set forth herein. The CCDC Board will make the final selection.

The issuance of the RFQ/P and the receipt and evaluation of submissions does not obligate the CCDC to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement. CCDC will not pay any costs incurred in responding to this RFQ/P.

IX. APPENDICES

1. Cover Sheet
2. Acknowledgment & Release
3. Development Sources and Uses Budget Form
4. Green Building Certification Form
5. Site Maps
6. Phase I Environmental Site Assessment (2016)
7. Site Survey
8. Title E-Commitment, 2016
9. Commercial Appraisal (2016)
10. Sample ERN
11. Summary of Disposition and Development Agreement
12. Contact For Neighboring Property Owners
13. Boise Downtown Design Standards and Guidelines (June 2016)

14. River Street- Myrtle Street Master Plan (November 2004)

DRAFT



Cover Sheet

Ash Street Properties RFQ/P Submittal

Please print or type all required information

Respondent Contact Information

Development Entity _____

Contact Person _____

Title _____

Role in Development Entity _____

Address _____

Phone _____

Email Address _____

By signing this required Cover Sheet, the Respondent indicates the information in the RFQ/P, including any clarifying information, as contained in the Appendices, has been taken into consideration in the preparation of this proposal.

Signature _____ Date _____

Print or Type Name _____

Print or Type Title _____

Acknowledgment & Release

The undersigned (“Respondent”), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent’s development team, has read and fully accepts the Capital City Development Corporation’s (“CCDC”), discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC’s decision to proceed with a selection process by issuing the Request for Qualifications/Proposals for the development of the Ash Street property (the “RFQ/P”). Capitalized terms not defined herein shall have the meaning ascribed in the RFQ/P.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFQ/P at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFQ/P and to ascertain the depth of Respondent’s capability and desire to develop the Site;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its RFQ/P and any submission by any respondent;
 - d. Accept or reject any submission or part thereof received in response to the RFQ/P, including any statement submitted by the undersigned, or select any one submission over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.
2. CCDC is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFQ/P selection process and any assistance in the development of the Site from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC may, in its discretion, conduct public hearings during the RFQ/P selection process that would require disclosure of the Respondent’s proposed project and related details to the public and the media.
4. CCDC may accept or reject any proposal or statement and/or information received in response to the RFQ/P, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.
5. Respondent understands that by responding to the RFQ/P, its proposed project may be subject to review and comment by CCDC staff and consultants.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFQ/P and any responses by any respondent thereto.
7. Respondent consents to the acquisition of information by CCDC in conjunction with this RFQ/P, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC staff, officers or board and the City of Boise shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC or the City of Boise with respect to the RFQ/P.

9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
10. Respondent, including all team members, have carefully and thoroughly reviewed the RFQ/P and have found the RFQ/P and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the RFQ/P process at its own risk.

By: _____

Its: _____

Date: _____

Source of Funds (Construction and Permanent Financing)

Construction Financing

List Individual Sources of Construction Financing

	Amount of Funds	Estimated Interest Rate	Name and Telephone Number of Contact Person
1			
2			
3			
4			
5			
6			
7			
TOTAL SOURCE OF FUNDS	<u>\$0.00</u>	(Amount must equal all development costs)	

FOR RENTAL PROJECTS ONLY

Permanent Financing

For Rental Project - List Permanent Financing for the Development
(Do not include construction financing.)

Lender Name or Source of Funds	Amount of Funds	Estimated Interest Rate	Amortization Period	Loan Term
1				
2				
3				
4				
5				
6				
7 Developer Equity				
TOTAL SOURCE OF FUNDS	<u>\$0.00</u>			

Development Budget

PROJECT NAME:	
NUMBER OF UNITS:	0
Cost Per Unit	0

ITEM	COST	% TOTAL
ACQUISITION		
Land Acquisition	0	0.00%
SITE IMPROVEMENTS		
Demolition	0	0.00%
On-Site Imp.	0	0.00%
Streetscapes	0	0.00%
Other off-sites	0	0.00%
CONSTRUCTION		
New Construction	0	0.00%
Contingency	0	0.00%
City Impact Fees	0	0.00%
ACHD Impact Fees	0	0.00%
Building Permits	0	0.00%
Furnishings	0	0.00%
Other	0	0.00%
Other	0	0.00%
PROFESSIONAL FEES		
Survey	0	0.00%
Architect & Engineer	0	0.00%
Entitlement Fees	0	0.00%
Real Estate Attorney	0	0.00%
Consultant	0	0.00%
Developer Fee	0	0.00%
Environmental	0	0.00%
Other	0	0.00%
Other	0	0.00%
CONSTRUCTION FINANCE		
Constr. Loan Interest	0	0.00%
Constr. Loan Fee	0	0.00%
Appraisal	0	0.00%
Title and Recording	0	0.00%
Other	0	0.00%
Other	0	0.00%
PERMANENT FINANCE		
Perm. Loan Fee	0	0.00%
Perm. Origination	0	0.00%
Title and Recording	0	0.00%
Other	0	0.00%
Other	0	0.00%
SOFT COSTS		
Funding Application Fee	0	0.00%
Marketing Expense	0	0.00%
Organizational Exp.	0	0.00%
Constr. Insurance	0	0.00%
Property Taxes	0	0.00%
Other	0	0.00%
Other	0	0.00%
Other		
Reserves	0	0.00%
Other	0	0.00%
Other	0	0.00%
DEVELOPMENT COST	0	0.00%

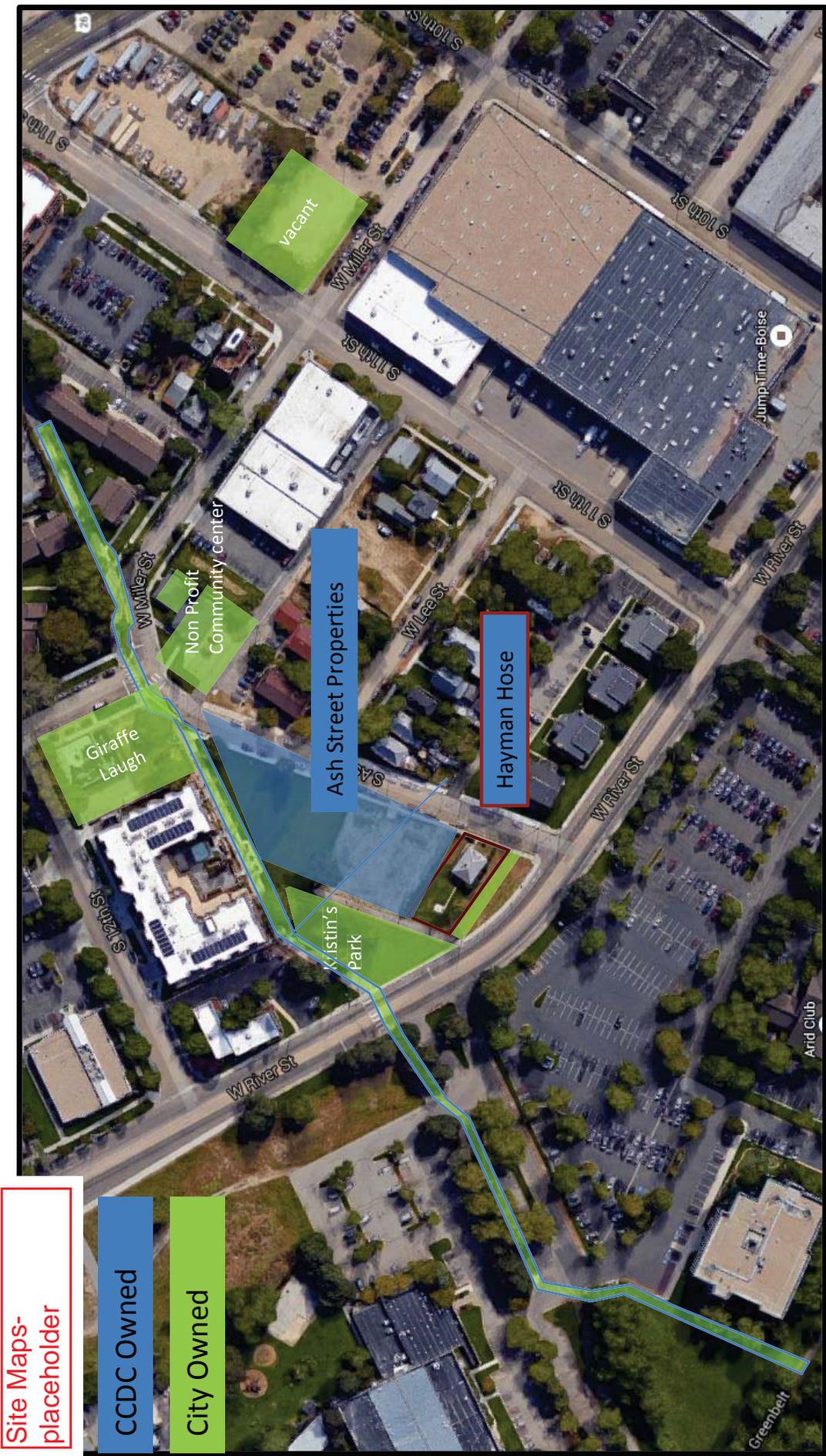
Green Building Certification

My signature below legally binds this development known as _____, to meet or exceed the Boise City Green Construction Code (the "Code"). Or in the event the Code does not pertain to the construction type the developer will obtain written confirmation from a Boise City Building Official that the project meets or exceeds the intent of the Code. This condition is a requirement of submission of the RFQ/P and it is a condition that must be satisfied to receive any benefit of the RFQo, including a site write down.

Signature: _____

Title: _____

Date: _____



Site Maps-
placeholder

CCDC Owned

City Owned

Phase I ESA Ash Street

Prepared for
Capital City Development Corporation
Boise, Idaho
July 27, 2016

Phase I Environmental Site Assessment Ash Street

503 South Ash Street - Parcel R5336500012
509 South Ash Street - Parcel R5336500022
511 South Ash Street - Parcel R5336500031
623 South Ash Street - Parcel R8453210051
647 South Ash Street - Parcel R8453210026
Boise, ID 83702

Prepared for
Capital City Development Corporation
Boise, Idaho

July 27, 2016

Project Number: 149341

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RECORD OF SURVEY

Property Boundary Adjustment

ROS _____

For
Capital City Development Corporation
 Located in a portion of Lots 12 and 13, Block 1 of Lover's Lane Addition,
 Being situate in the Northwest One Quarter of Section 10,
 Township 3 North, Range 2 East, Boise Meridian,
 Boise, Idaho
 2016

Survey References:

- R.1 LOVER'S LANE ADDITION SUBDIVISION, BOOK 2, AT PAGE 80 OF PLATS, ADA COUNTY RECORDS
- R.2 TIFFANY SUBDIVISION, BOOK 53 AT PAGE 4886 OF PLATS, ADA COUNTY RECORDS
- R.3 PLAT OF FOREST RIVER NO. 1, BOOK 48, PAGE 3944, ADA COUNTY RECORDS.
- R.4 PLAT OF FOREST RIVER NO. 2, BOOK 53, PAGE 4634, ADA COUNTY RECORDS.
- R.5 PLAT OF FOREST RIVER NO. 3, BOOK 54, PAGE 4885/4634, ADA COUNTY RECORDS.
- R.6 PLAT OF KAHNY TRACT, BOOK 9, PAGE 502, ADA COUNTY RECORDS.
- R.7 RECORD OF SURVEY NO. 110210, ADA COUNTY RECORDS.
- R.8 RECORD OF SURVEY NO. 8914, ADA COUNTY RECORDS.
- R.9 RECORD OF SURVEY NO. 1576, ADA COUNTY RECORDS.
- R.10 WARRANTY DEED, INSTRUMENT NO. 113072941, ADA COUNTY RECORDS.
- R.11 PERSONAL REPRESENTATIVE'S DEED, INSTRUMENT NO. 111069888, ADA COUNTY RECORDS.

Survey Narrative:

- 1) THE FOUND 5/8" REBAR AT THE SOUTHERLY CORNER OF LOT 1, BLOCK 1, OF THE TIFFANY SUBDIVISION & THE FOUND 1/2" REBAR AT THE WESTERLY CORNER OF LOT 1, BLOCK 1, OF THE TIFFANY SUBDIVISION WERE HELD FOR THE ALIGNMENT OF SAID TIFANY SUBDIVISION.
- 2) THE FOUND 5/8" REBAR AT THE EASTERLY CORNER OF LOT 2 OF TIFFANY'S SUBDIVISION WAS HELD FOR THAT POSITION.

Certificate of Owner

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DEPICTED ON THIS SURVEY AND THAT IT IS THEIR INTENTION TO INCLUDE SAID LAND IN THIS LOT LINE ADJUSTMENT.

Acknowledgment

STATE OF _____, COUNTY OF _____, SS _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND ON THIS _____ DAY OF _____, 20____, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNATORY OF, THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID, AND ACKNOWLEDGED TO ME THAT SAID LIMITED PARTNERSHIP EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR STATE OF _____, RESIDING AT _____, MY COMMISSION EXPIRES _____

Certificate of Boise City Planning Director

THESE RECORDS THAT I AM THE BOISE CITY PLANNING DIRECTOR AND THAT THE NEW BUILDABLE PARCEL IDENTIFIED ABOVE HAS BEEN ESTABLISHED IN ACCORDANCE WITH BOISE CITY CODE SECTIONS 9-28-04.E.

HAL SIMMONS, BOISE CITY PLANNING DIRECTOR

DATE _____

Certificate of Surveyor

I, JAMES R. WASHBURN, DO HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



JAMES R. WASHBURN

DATE _____

Certificate of Ada County Recorder

STATE OF (ID/ND) _____, COUNTY OF (ADA) _____, INSTRUMENT NUMBER _____, I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT _____ OF _____ MINUTES PAST _____ O'CLOCK _____ IN THIS _____ COUNTY, IDAHO, ON _____ A.D. 20____, IN MY OFFICE AND WAS DULY RECORDED.

IDENTITY _____, FEE _____, DA OFFICE RECORDER _____



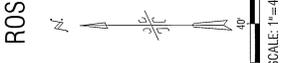
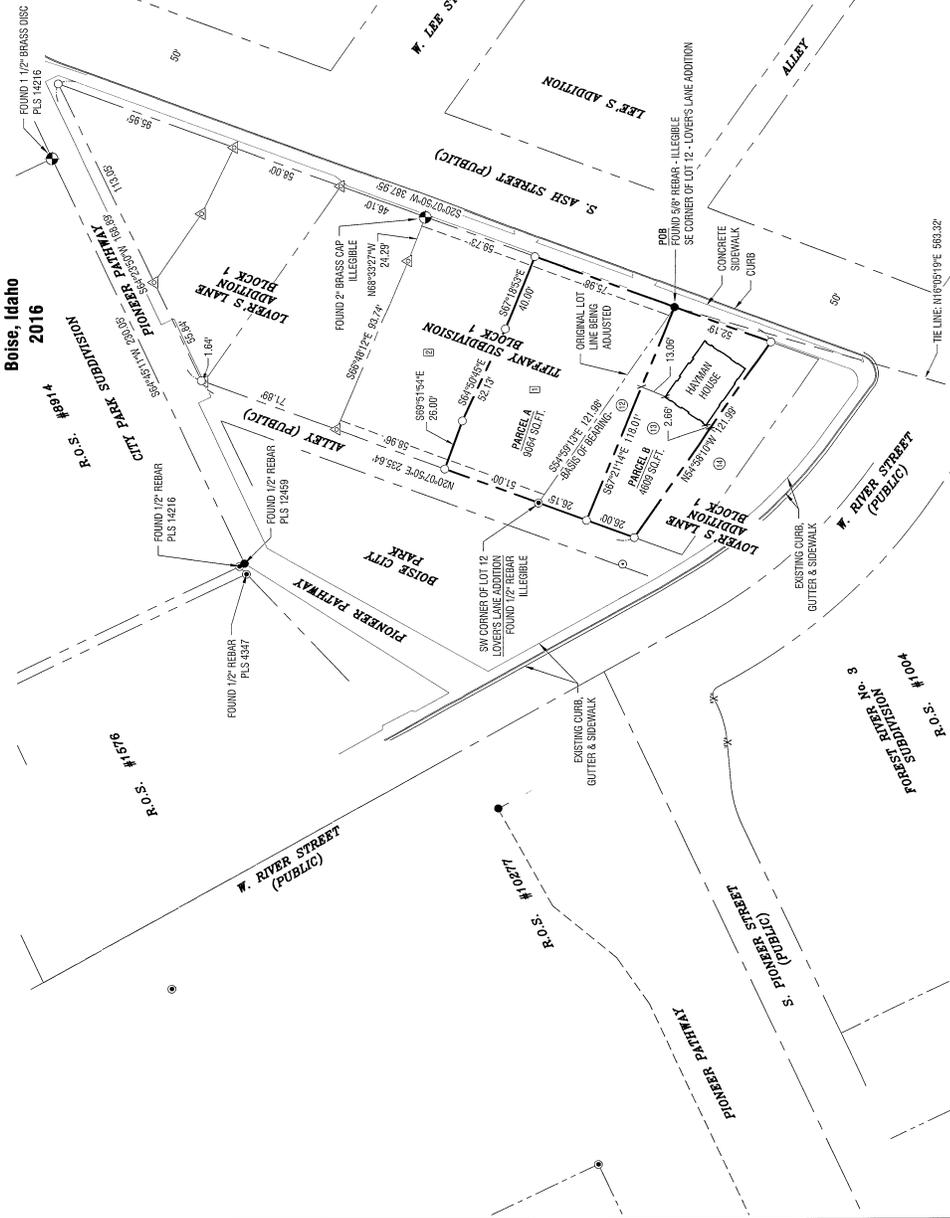
THE LAND GROUP
 INCORPORATED
 462 East Olsen Drive, Suite 100
 Boise, Idaho 83716
 Ph. 208.855.4641 Fax: 208.939.4445
 www.thelandgroupinc.com

RECORD OF SURVEY

Property Boundary Adjustment

For

Capital City Development Corporation
 Located in a portion of Lots 12 and 13, Block 1 of Lover's Lane Addition,
 Being situate in the Northwest One Quarter of Section 10,
 Township 3 North, Range 2 East, Boise Meridian,
 Boise, Idaho
 2016



- Legend**
- FOUND 1/2" REBAR AS SHOWN
 - ▲ CALCULATED POINT
 - LOT NUMBER - TIFFANY SUBDIVISION
 - Ⓢ LOT NUMBER - LOVER'S LANE ADDITION
 - PROPERTY BOUNDARY
 - ADJUSTED PROPERTY BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - ROAD CENTERLINE
 - EASEMENT LINE PER TIFFANY SUBDIVISION

- Survey Notes:**
1. THIS RECORD OF SURVEY HAS BEEN APPROVED BY BOISE CITY UNDER APPLICATION ROS16-00000.
 2. THIS RECORD OF SURVEY ESTABLISHES PARCELS THAT MEET THE APPLICABLE REQUIREMENTS OF SECTION 11-09-02 I.B.
 3. THIS PROPERTY IS ZONED R-40.
 4. SEE SHEET 2 FOR SURVEY NARRATIVE, SURVEY REFERENCES, AND CERTIFICATIONS.
 5. THESE PARCELS MAY NOT BE DIVIDED UNLESS APPROVED BY THE CITY OF BOISE. THE ORIGINAL PARCELS ARE NO LONGER BUILDABLE PARCELS PURSUANT TO THIS RECORD OF SURVEY.



462 East Shore Drive, Suite 100
 Ph. 208.539.4041 Fax 208.539.4445
 www.thelandgroupinc.com

Sheet Index

SHEET 1	RECORD OF SURVEY, LEGEND, CURVE TABLE
SHEET 2	SURVEY REFERENCES, SURVEY NARRATIVE & CERTIFICATIONS

SCHEDULE B-I
Requirements

The following are to be complied with:

1. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.
2. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
3. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Lonnie Noble, a married man as his sole and separate property and Alfred R. Bowens, Jr., a married man as his sole and separate property

Grantee: Capital City Development Corporation, an Idaho public corporation

Recorded: August 31, 2006

Instrument No.: 106141522, records of Ada County, Idaho.

Document: Warranty Deed

Grantor: Boise City, an Idaho municipal corporation

Grantee: The Urban Renewal Agency of Boise City, Idaho, aka Capital City Development Corporation, a public body, corporate and politic, as to Parcel II.

Recorded: June 7, 2007

Instrument No.: 107081428, records of Ada County, Idaho.

Document: Warranty Deed

Grantor: John Alder, an unmarried man, and Dale Glaesman, an unmarried man

Grantee: Capital City Development Corporation

Recorded: August 8, 2011

Instrument No.: 111063889, records of Ada County, Idaho.

Document: Warranty Deed

Grantor: Ellen T.R. Smith, a married woman as her sole & separate property and Morgan Richard Smith, an unmarried person

Grantee: Capital City Development Corporation

Recorded: June 28, 2013

Instrument No.: 113072937, records of Ada County, Idaho.

Document: Warranty Deed

Grantor: Ellen T.R. Smith, a married woman as her sole & separate property and Sydney James Smith, an unmarried person

Grantee: Capital City Development Corporation

Recorded: June 28, 2013

Instrument No.: 113072941, records of Ada County, Idaho.

Document: Personal Representative's Deed

Grantor: Richard P. Madry, as Personal Representative of the Estate of Erma L. Hayman, deceased

Grantee: Capital City Development Corporation

Recorded: January 31, 2011

Instrument No.: 111009888, records of Ada County, Idaho.

File Number: 15262350

4. NOTE: According to the available records, the purported address of said land is:

503 S Ash Street
Boise, Idaho 83702
(As to Parcel I)

509 S Ash Street
Boise, Idaho 83702
(As to Parcel II)

511 S Ash Street
Boise, Idaho 83702
(As to Parcel III)

623 and 647 S Ash Street
Boise, Idaho 83702
(As to Parcel IV)

617 S Ash Street
Boise, Idaho 83702
(As to Parcel V)

5. NOTE: Additional Underlying Documents.

[To view the MAP\(s\) click here.](#)

[To view the VESTING DEED\(s\) click here.](#)

SCHEDULE B-II
Exceptions From Coverage

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 would be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2016 which are a lien not yet due and payable.

Taxes for the year 2015 are paid in full.
Parcel Number: R5336500012
Original Amount: Exempt
(Affects Parcel I)

Taxes for the year 2015 are paid in full.
Parcel Number: R5336500022
Original Amount: Exempt
(Affects Parcel II)

Taxes for the year 2015 are paid in full.
Parcel Number: R5336500031
Original Amount: Exempt
(Affects Parcel III)

Taxes for the year 2015 are paid in full.
Parcel Number: R8453210026
Original Amount: Exempt
(Affects Parcel IV, Lot 1)

Taxes for the year 2015 are paid in full.
Parcel Number: R8453210051
Original Amount: Exempt
(Affects Parcel IV, Lot 2)

Taxes for the year 2015 are paid in full.
Parcel Number: R5336500061
Original Amount: Exempt
(Affects Parcel V)

[NOTE: To view ALL said Taxes click here.](#)

File Number: 15262350

8. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.

9. The land described herein is located within the boundaries of Boise City Canal Company and is subject to any assessments levied thereby.

10. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

11. Easements, reservations, restrictions, and dedications as shown on the official plat of Lover's Lane Subdivision filed in Book 2 of Plats at Page 90, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

12. Easements, reservations, restrictions, and dedications as shown on the official plat of Tiffany Subdivison filed in Book 53 of Plats at Page 4586, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

13. Terms and provisions contained in an Ordinance No. 6362.

Recorded: December 21, 2004

Instrument No.: 104161592, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

14. Terms and provisions contained in a License Agreement by and between Capital City Development Corp., a corporation and Ada County Highway District.

Recorded: May 3, 2012

Instrument No.: 112041833, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

15. Rights of tenants in possession, as tenants only, under prior unrecorded leases.

(End of Exceptions)

SCHEDULE C

Legal Description:

Parcel I:

Lots 1 and 2 in Block 1 of Lover's Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County, Idaho.

Except a triangular strip of Lot 2 in Block 1 of Lover's Lane Addition, described as follows:

Beginning at the Southeast corner of Lot 2; thence 6 feet in a Northerly direction along the East boundary; thence Northwesterly (formerly shown as Southwesterly) to a point 37 feet 9 inches from East boundary and connecting with South boundary line at this point; thence 38 feet 6 inches Southeasterly to Southeast corner of Lot 2 in Block 1 to the Point of Beginning.

Parcel II:

Lots 3 and 4 in Block 1 of Lover's Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County, Idaho.

Together with a triangular strip of Lot 2 in Block 1 of Lover's Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, records of Ada County, Idaho, being more particularly described as follows:

Beginning at the Southeast corner of Lot 2 in Block 1 of Lover's Lane Addition; thence 6 feet in a Northerly direction along the East boundary; thence Northwesterly (formerly shown as Southwesterly) to a point 37 feet 9 inches from East boundary and connecting with South boundary line at this point; thence 38 feet 6 inches Southeasterly to Southeast corner of Lot 2 in Block 1 to the Point of Beginning.

Parcel III:

Lots 5 and 6 in Block 1 of Lover's Lane Addition to Boise City, Idaho, and that portion of Lot 7 in Block 1 of Lover's Lane Addition to Boise City, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Lot 7; running thence in a Southerly direction along the alley line a distance of 20 feet; running thence in an Easterly direction to a point on the boundary line between said Lots 6 and 7, which point is 93 feet and 9 inches distant from the Place of Beginning; running thence Westerly along said boundary line between Lots 6 and 7 to the Place of Beginning.

Excepting from said Lot 6 all that portion thereof described as follows:

Commencing at the Southeast corner of said Lot 6; running thence Northerly along the Westerly line of Ash Street a distance of 6 feet; running thence Westerly to a point on the boundary line between said Lots 6 and 7 which point is 93 feet and 9 inches distance from the Northwest corner of said Lot 7 and the Southwest corner of said Lot 6; running thence Easterly along the boundary line between said Lots 6 and 7 to the Place of Beginning.

Parcel IV:

Lots 1 and 2 of Tiffany Subdivision, according to the official plat thereof, filed in Book 53 of Plats at Page 4586, official records of Ada County, Idaho.

Parcel V:

Lots 12 and 13 in Block 1 of Lover's Lane Addition, according to the official plat thereof, filed in Book 2 of Plats at Page 90, official records of Ada County, Idaho.

APPENDIX 9 - INSERT COMMERCIAL APPRAISAL



AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation, a public body, corporate and politic (“Agency”), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code, as amended (the “Act”), and <Name of Development Company>, or its assigns as provided for herein (“Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

The City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the <Name of Urban Renewal Plan> (the "Name of Plan") with the jurisdictional area of the <Name of> Plan referred to herein as the "Project Area"; and

Following said public hearing, City adopted its Ordinance No. XXXX on <Date of Ordinance approval>, approving the <Name of> Plan and making certain findings; and

In order to achieve the objectives of the <Name of> Plan, Agency is authorized to acquire real property for the revitalization of areas within Agency's boundaries; and

Agency owns certain real property with a property address of <insert property address> (the "Site") as described on Exhibit A; and

Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the <Name of> Plan through the redevelopment of the Site, which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

Following the publication of an RFQ/P in the Idaho Statesman newspaper on <insert publish date>, Agency received <XX> proposals for development of the Site; and

At a public meeting on <enter date of public meeting>, the Agency Board selected Developer's proposal, attached hereto as Exhibit B; and

Agency and Developer intend to pursue the negotiations of a Disposition and Development Agreement ("DDA") and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in this Agreement.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

"Agency" shall be the Capital City Development Corporation and includes both Agency Staff and the Agency Board.

"Agency Staff" shall be the staff of Agency, as opposed to the members of the Agency Board.

"Agency Board" shall be the members of the Agency's Board of Commissioners, as duly and legally appointed.

"Developer" shall be <Name of Development Company>, or its assigns.

"Disposition and Development Agreement" or **"DDA"** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency's disposition of the Site to Developer.

"Effective Date" shall be the date this Agreement is signed by both Parties (last date signed).

"Negotiation Period" shall begin on the Effective Date and end one hundred fifty (150) days after the Effective Date, unless extended by Agency.

"Schedule of Performance" shall mean the attached Exhibit C.

"Scope of Development" shall mean Developer's concepts for development of the Site included in Developer's proposal and attached as Exhibit B, and including any agreed upon changes negotiated by Developer and Agency during the course of this Agreement.

"Site" shall mean the real property owned by Agency and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

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

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

Section 102 Negotiation Period

The duration of this Agreement (the "Negotiation Period") shall commence on the Effective Date and shall terminate one hundred fifty (150) days thereafter (the "Termination Date"). Provided, Agency may in its discretion extend the Negotiation Period for an additional thirty (30) days beyond the Termination Date: if such extension is at the sole instigation of Agency, no extension fee shall be due. In the event that Developer requests such an extension and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00. In the event an extension fee has been paid and a DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price for the Site.

If upon expiration of the Negotiation Period Developer has not executed an Agency Staff approved DDA, then this Agreement shall terminate, unless extended in writing by Agency. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer, except that Agency shall retain any extension fee paid by Developer, and Agency shall be entitled to retain the Deposit (defined below) subject to Section 103.

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit ("Deposit") in an amount of Fifteen Thousand Dollars (\$15,000) in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. This Deposit shall be applied to the

Initial Purchase Price. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal, defined below, the Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer if such a refund occurs as otherwise provided herein.

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's proposal, as submitted to Agency on **<Enter date submitted>** (the "Proposal"), is attached as Exhibit B.

Section 202.01 Design Development Plan

Developer shall refine and supplement their Proposal to produce a second submittal to Agency Staff under this Agreement (the "Design Development Plan"). Prior to the submittal of the Design Development Plan to Agency Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Agency Staff shall engage in a design refinement process to address design-related issues identified by Agency. Following this design refinement and within sixty (60) days of the Effective Date, Developer shall submit the Design Development Plan to Agency Staff which shall include:

A clear chart showing changes from the Proposal including:

- square footage by type of uses, *(is this project specific???)*
- number of parking spaces
- perspective renderings
- floor plans
- site plan
- elevations/sections listing exterior finishes.

The Design Development Plan shall also include a brief project summary and a critical path analysis identifying key milestones in the planning and construction stages for the Project and an updated estimated project schedule. Developer shall submit the Design Development Plan to Agency Staff and Agency Staff shall review and consider the Design Development Plan as set forth in Section 202.02 of this Agreement and the Schedule of Performance.

Section 202.02 Approval of the Design Development Plan

Within fifteen (15) days of Agency Staff's receipt of the Design Development Plan, Agency shall either approve or disapprove the Design Development Plan in writing to Developer. In the event the Design Development Plan is initially disapproved by Agency Staff, within fifteen (15) days of Agency's receipt of the Design Development Plan Agency Staff shall set forth the reasons for disapproval and options that address Agency's reasons for disapproval. Developer shall then have ten (10) days to resubmit information to address the reasons for disapproval. Within five (5) days of Agency Staff's receipt of the resubmittal, Agency Staff shall meet with Developer to discuss the resubmittal (the "Resubmittal Meeting") and shall identify issues that have not been resolved to Agency Staff's satisfaction, if any, and shall provide an additional period of fifteen (15) days for Developer to resubmit information to address Agency Staff's issues. Agency and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on project design with the understanding that Agency retains the right to approve the Design Development Plan. In the event the Design Development Plan, as applicable, is again disapproved based on issues identified by Agency Staff in its discussions with Developer, Agency may terminate this Agreement and the Deposit, less any costs incurred per Section 103, shall be refunded to Developer.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with the Project, this Agreement shall be terminated upon ten (10) days' written notice to Agency. In the event of such termination, Agency shall refund the Deposit subject to Section 103 of this Agreement.

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Site with any other interested developer.

Section 205 Environmental Condition

Developer acknowledges that in the development of the Project, it has previously received and reviewed certain environmental reports which have included an investigation of the Site. The environmental reports known to Agency include:

List environmental reports here (if applicable) Include name of report, who prepared the report and the date of the report.

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

The Initial Purchase Price for the Site shall be <purchase price spelled out in words> Dollars (\$000,000).

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for transfer of the Site to Developer with respect to financing and a schedule for the development and disposition of the Site, which schedule and conditions will be included in the DDA. Provided, it will be a condition of the transfer of the Site that Developer pay the entire Initial Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

Under the Law, Agency may transfer real property for no less than the fair reuse value. Agency will prepare and provide Developer with a copy of the reuse appraisal ("Reuse Appraisal") based upon the information developed through the Design Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Site as required under the Law (the "Residual Land Value").

If the Residual Land Value is equal to the Initial Purchase Price, then the Initial Purchase Price shall be the Final Purchase Price.

If the Residual Land Value is greater than the Initial Purchase Price, the Final Purchase Price shall be the Residual Land Value.

If the Residual Land Value is determined to be less than \$000,000 by the Reuse Appraisal, the Parties shall negotiate the Final Purchase Price for the Site based on the difference between the Initial Purchase Price and the Residual Land Value.

If the Parties have reached agreement on the Final Purchase Price and whether any portion of the Initial Purchase Price should be rebated, such rebate shall be disbursed to Developer upon the Project's receipt of a Final Certificate of Occupancy and upon Agency's acknowledgement and acceptance thereof. Additional details of the setting of the purchase price and the conditions precedent to rebate shall be included in the DDA. The Final Purchase Price shall be as established by the DDA and not by the terms of this Agreement.

Within sixty (60) days of the Effective Date, Developer shall submit to Agency Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Site, which data shall include data on the Project as described in this Section 300. Developer shall submit the Reuse Appraisal Data at the time the Design Development Plan is submitted to Agency Staff. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,

- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project,
- residential unit types,
- sizes and expected sales prices or rents,
- square footages of uses other than residential,
- leasing or sales prices for other uses and assets such as office space, retail space and parking spaces,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

The Parties anticipate completion of the Reuse Appraisal within one hundred twenty (120) days of the Effective Date. Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer is **<Name of Development Company>**, or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Developer's Principal Office and Development Team

Developer's Principal Office is located at:
<Insert complete address of developer's office>

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 906, shall also be a member of the Development Team. Any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

Section 403 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development

Team") involved in this Project. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed.

This Agreement shall be assigned or otherwise transferred as provided herein.

Section 404 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any DDA agreed to by the Parties are subject to the provisions of the <Name of> Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees which may arise here from. Agency represents that it has engaged no broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the DDA or Development Plan.

Section 801 Design Refinement

Prior to submission of the Design Development Plan, Agency, Developer, and the Principal Designer shall engage in design discussions to address design issues related to the Design Development Plan identified by Agency, which Agency desires to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a list of the issues to be addressed in the Design Development Plan, and the process shall be conducted as provided in the Schedule of Performance. Agency and Developer shall reach mutual agreement on how to proceed regarding the design issues.

Section 802 Demolition and Clearance

Developer's proposal does not include any buildings being retained on the Site. Cost estimates for demolition and clearance, and any environmental remediation, shall be included in the Reuse Appraisal as a development cost to be paid by Developer. The Parties agree to address as part of the negotiation of the DDA: 1) the timing and any phasing involving the demolition and clearance costs; 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on the Site; and 3) requirements, if any, for recycling of structural components and building materials as part of demolition and clearance.

Section 803 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Project may be limited to the inclusion of the Site for the Project at a yet to be determined value based on the Reuse Appraisal and Agency determinations.

Section 804 Impact Fees

Agency acknowledges that Developer likely will be assessed impact fees by City and the Ada County Highway District ("ACHD"). Such impact fees assessed represent a cost to the Project and may be included within the Reuse Appraisal analysis as described in Section 300 of this Agreement. Developer may seek an individual assessment from ACHD, if available. Agency agrees to cooperate with Developer in the preparation of the individual assessment for ACHD and to support presentation of the individual assessment by Developer to ACHD to the extent deemed appropriate by Agency. Provided, however, nothing contained herein obligates Agency to subsidize or pay for the individual assessment or any impact fees.

Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and

Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

Developer

First Name, Initial, Last Name
Name of Development Company
Street Address
City, State, Zip
Phone Number
Fax Number
Email Address

With a copy to:

First Name, Initial, Last Name
Name of Developer Attorney
Street Address
City, State, Zip
Phone Number
Fax Number
Email Address

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit and any extension fee. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other costs and damages allowed, as determined by the Court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Agency shall not withhold consent to any assignment of this Agreement by Developer to an entity managed by Mike Brown and Casey Lynch, directly or indirectly. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

<Enter complete name of Project Manager>, an employee of an affiliated entity of Developer, shall serve as Local Project Manager ("Project Manager") who will be available to Agency.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement:

This Agreement may be terminated at any time by the written consent of either Party. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms:

Upon termination of this Agreement at the expiration of the Negotiation Period, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain from Developer's Deposit and extension fee, if any, any third-party costs actually incurred by Agency in preparing the Reuse Appraisal, as provided in Section 103.

Exhibits

- Exhibit A** **Legal Description of the Site**
- Exhibit B** **Developer's Proposal**
- Exhibit C** **Schedule of Performance**

End of Agreement

Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

_____, 2015

AGENCY

THE URBAN RENEWAL AGENCY OF
THE CITY OF BOISE, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

_____, 2015

DEVELOPER

<Name of Development Company>

By <Name/Title of Person Authorized to Bind
Company>

Exhibit A
Legal Description of the Site

SAMPLE

SAMPLE

Exhibit C
Schedule of Performance

Task	Completion Date	Section Reference
Developer Submits Design Development Plan to Agency Staff	Sixty (60) days after the Effective Date	202.01
Developer Provides Reuse Appraisal Data to Reuse Appraiser	Sixty (60) days after the Effective Date	300
Agency Staff approves or disapproves of the Design Development Plan	Within ten (10) days of Agency's receipt of the Design Development Plan	202.02
Developer's response to Agency's disapproval of the Design Development Plan ("Developer's Resubmittal")	Within fifteen (15) days of Developer's receipt of Agency's disapproval of the Design Development Plan	202.02
Agency's Meeting with Developer to discuss Developer's Resubmittal (the "Resubmittal Meeting")	Within five (5) days of Agency's receipt of Developer's Resubmittal	202.02
Developer's submission in response to Agency's issues with Developer's Resubmittal	Within fifteen (15) days of the Resubmittal Meeting	202.02
Completion of Reuse Appraisal	One Hundred Twenty (120) days after the Effective Date	300
Finalize Disposition and Development Agreement agreeable to Agency Staff and Developer	One Hundred Fifty (150) days after the Effective Date	102

4828-2949-9428, v. 13

Summary of Disposition and Development Agreement

The following summary has been prepared to provide an overview of the contents of the Disposition and Development Agreement ("DDA") the Urban Renewal Agency of Boise, Idaho, also known as the Capital City Development Corporation ("Agency"), will prepare for execution with the selected developer for the property located at the [<insert address here>](#), Boise, Ada County, Idaho (the "Property").

The DDA will contain 13 sections. The sections will cover the following:

1. Section 1 will contain definitions of relevant terms contained in the DDA
2. Section 2 will identify the parties to the agreement and reference the Agency's urban renewal plan. This section will also cover the powers and limitations of an urban renewal agency when disposing of real property, which are contained in Idaho Code § 50-2011.
3. Section 3 will cover the pre-closing due diligence period, property investigation, and title issues that may arise.
4. Section 4 will deal with the selected developer's proposed financing for the project and the Agency's assessment of the financial viability of the proposed project, based on the firm commitments from lenders and financiers and when such commitments are required.
5. Section 5 covers the disposition and conveyance of the property to the developer and the property closing details.
6. Section 6 will detail the condition of the property and any representations made by the Agency concerning the same. The Agency anticipates disposing of the property in "as is" condition.
7. Section 7 will set forth the development of the project and memorialize the proposed project. The Agency anticipates providing some assistance to the developer for the project. The assistance will be based on the completion of the proposed project as detailed in Section 7.
8. Section 8 provides the Agency's requirements for insurance and indemnification of the Agency.
9. Section 9 sets forth the project completion, purchase price adjustment and the mechanism the Agency will use to determine the difference between the fair market value of the Property and the fair reuse value of the Property. By law, the Agency cannot dispose of real property for an amount less than the fair reuse value of the property. The fair reuse value of the Property will be calculated by assessing the design and construction costs of the proposed project to determine the minimum land acquisition cost that would enable the developer to construct the proposed project and earn a profit from the endeavor, as opposed to suffering a financial loss. The fair reuse value will be determined by an appraiser engaged by the Agency, who will consider the construction and design costs, financing costs, the marketability of the proposed project, and the developer's entrepreneurial incentive.

10. Section 10 will contain post-development and construction obligations concerning the continued use of the Property in compliance with the Plan and the obligation of the Property owner to pay real property taxes assessed by the County Assessor. The Agency does not assess property taxes.

11. Section 11 will cover the potential for developer or Agency defaults of the DDA and remedies for the parties.

12. Sections 12 and 13 will contain standard contract provisions concerning assignment rights, notices and demands, conflicts of interest, attorney fees, dispute resolution, and how the parties will coordinate with each other.

Placeholder-

Appendix 12 - List of contacts for neighboring property owners

Appendix 13- Boise Downtown Design Standards and Guidelines

Appendix 14- Master Plan

RESOLUTION NO. 1085

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, ADOPTING A WORKFORCE HOUSING POLICY FOR AGENCY OWNED PROPERTY AND PROJECT PARTICIPATION BY THE AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE ABILITY TO MAKE MINOR MODIFICATIONS, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

WHEREAS, the Amended Urban Renewal Plan, the River Myrtle-Old Boise Plan, and the Westside Plan are collectively referred to as the "Downtown Urban Renewal Plans;"

WHEREAS, in 2003 the Agency Board of Commissioners launched an Urban Housing Initiative to increase the supply of living opportunities in downtown Boise;

WHEREAS, the Agency Board also identified housing development as the current focus of its 2005-2015 Business Strategy;

WHEREAS, over the last three years the Agency has worked to alert the development community to the strong possibility that urban housing will flourish in downtown Boise;

WHEREAS, Idaho State Code, while listing the powers granted to urban renewal agencies, is not specific concerning urban renewal agencies participating financially in housing development;

WHEREAS, Idaho State Code states that the "provision of housing accommodation" is legal and necessary for urban redevelopment and revitalization;

WHEREAS, the Downtown Urban Renewal Plans reference housing opportunity as a major objective of the Downtown Urban Renewal Plans' implementation;

WHEREAS, Agency staff believes it very beneficial to have the CCDC Board adopt a policy that declares the production of workforce housing to be in the public interest and as having a public purpose;

WHEREAS, Agency staff have developed and prepared a Workforce Housing Policy for submittal and approval by the Board of Commissioners in connection with the Workforce Housing Task Force which has prepared a report dated December 2006, and submitted said report to the Board;

WHEREAS, Agency staff recommends approval of the Workforce Housing Policy by the Agency Board;

WHEREAS, the Work Force Housing Policy will guide the Agency in the disposition and development of properties owned by the Agency and Agency participation with developers for redevelopment of properties within the areas of the Downtown Urban Renewal Plans;

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve and adopt a Workforce Housing Policy;

WHEREAS, the Board has determined certain responsibility for implementation of the Workforce Housing Policy should be granted to the Executive Director, including the ability to make minor modifications and to deviate from the Workforce Housing Policy under certain conditions.

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

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

Section 2. That the Workforce Housing Policy is as follows:

1. It is the policy of the CCDC Board of Commissioners that provision of workforce housing in the Boise urban renewal districts is a public good, and that when CCDC advocates, facilitates, supports, partners and invests in the creation of workforce housing, it is engaged in a public good. (Workforce housing is defined as rental and ownership that is affordable to households earning between 80% and 140% of the annual median income for the Boise MSA (with adjustments for household size). A housing unit is affordable if the monthly payment or rent is 30% or less of the monthly households income.)
2. The CCDC Board of Commissioners finds that intervention by CCDC as a public agency is necessary in order to create a supply of workforce housing in downtown Boise. Subsequent to adoption of this policy, CCDC will develop priorities for allocation of its resources and will determine the type and level of support to provide to workforce housing programs and projects.
3. The CCDC Board of Commissioners finds further that provision of workforce housing in the urban renewal districts is a powerful tool for achieving the Agency's vision and mission and for implementing the urban renewal plans, which were adopted for the benefit of the public good and focused attention should be given to the development of partnerships and programs designed to produce workforce housing.
4. Benefits are derived by the general public when affordable housing is available to workforce households in close proximity to their jobs.

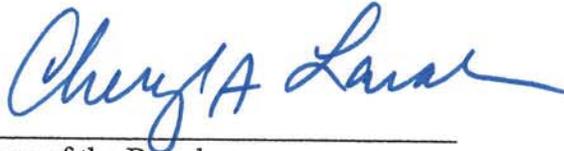
Section 3. That the Agency Workforce Housing Policy, attached hereto as Exhibit A, and incorporated herein as if set out in full, is hereby approved and adopted by the Agency Board, and that the Executive Director is authorized and directed to take all action to implement the Workforce Housing Policy for all of the urban renewal plan areas.

Section 4. The Executive Director is hereby delegated and vested with authority to make minor modifications to the Workforce Housing Policy as the need arises. Any such modification shall be in writing and distributed to all interested parties. The Executive Director may deviate from the Workforce Housing Policy in certain situations in order to achieve the primary purpose of serving the Agency's mission, provided, however, any substantive change to the Workforce Housing Policy requires Board action by approval of a resolution adopting any change or amendment to the Workforce Housing Policy.

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

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on January 8, 2007. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 8th day of January, 2007.

APPROVED:

By 
Chairman of the Board

ATTEST:

By 
Secretary



Workforce Housing Policy
Building vitality in Boise's downtown

Introduction:

In 2003, the Capital City Development Corporation (CCDC) Board of Commissioners launched the Urban Housing Initiative to increase the supply of living opportunities in downtown Boise. This initiative included commissioning:

- Boise Downtown Housing Analysis in 2003¹
- Downtown Housing Design Workshop in 2003²
- Downtown Boise Housing Study in 2004³

The CCDC Board has also identified housing development as the current focus of its 2005-2015 Business Strategy. Housing is viewed as having the greatest leverage to achieve the agency's goals for redevelopment in downtown Boise.

CCDC is Boise City's urban renewal agency, and these actions demonstrated the CCDC Board's conviction that increasing the housing supply in downtown Boise is key to fulfilling the agency's adopted mission, which states in part:

As directed by Idaho statute and the Boise City Council, the Capital City Development Corporation facilitates the long-term economic vitality and social well-being of the Boise community by creating high-quality, vibrant urban environments and a versatile, modern infrastructure in downtown and its surrounding neighborhoods. This unique role is accomplished both independently and through collaborative partnerships with public agencies and private entities. CCDC focuses on master planning, implementation of revitalization initiatives, investment of its financial resources, construction of public facilities and infrastructure, property management and community-wide advocacy and education to create well-designed and walkable urban places primarily in downtown but also in surrounding urban neighborhoods.

Over the last three years, CCDC has worked to alert the development community—property owners, developers, design professionals, lenders and appraisers to the strong possibility that urban housing will flourish in downtown Boise and the development community has responded. Three years ago, there was one housing proposals active in downtown Boise—Civic Plaza Apartments. In the intervening time, developers have submitted plans for over 400 housing units on 12 sites for Boise City. Of that 400, 112 units are under construction. The increasing momentum on the housing front has brought new issues to light.

- How does housing relate to CCDC's ability to achieve its redevelopment goals?
- What types of housing will best support CCDC's mission and implementation of the urban renewal plans?
- Are there gaps between the types of housing proposed in the urban renewal districts and the types of housing needed to achieve a vibrant and prosperous downtown?
- Is intervention by CCDC needed to close these gaps?

- To what degree can CCDC support and promote housing development, how can CCDC's redevelopment tools be applied and how does housing fit in the agency's priorities.

Idaho State Code lists the powers granted to urban renewal agencies but is not specific about such agencies participating financially in housing development. The State Code does state that the "the provision of housing accommodation" is legal and necessary for urban redevelopment and revitalization.

Purpose of Policy:

This policy establishes that the provision of workforce housing is a public good, and that when CCDC advocates, facilitates, supports and invests in workforce housing, it is engaged in a public good. It examines the dynamics of the downtown housing market; socioeconomic dynamics in downtown Boise and the region; and the contribution made by housing to CCDC's ability to meet its vision and mission and implement adopted urban renewal plans. It concludes by describing why workforce housing deserves particular attention and why it is the subject of this policy.

The appendix includes the tables and charts referred to in the text of this policy.

A. Dynamics of Downtown Housing Market:

1. There are four sectors in the downtown housing market in terms of buyers and renters, income and buying power, price and rent ranges and housing affordability. These are: affordable, workforce, market rate and luxury housing units. In summary, the definition of these sectors in terms of income are as follows:

- Affordable: 80% of area median income or less
- Workforce: 80%-140% of area median income
- Market Rate: 140%-260% of area median income
- Luxury: 260% + of area median income or more

A more detailed discussion of these sectors appears in Table 1 on page 8.

2. For the most part, existing housing units in downtown Boise are either affordable rental units or luxury ownership units. There is a shortage of workforce and market rate rental and ownership units to meet the estimated demand for downtown housing.
3. The urban housing initiative has resulted in over 400 units either in the pipeline awaiting submittal to Boise City, under review by the City or under construction (see Table 2 on page 8). (These are referred to as planned units in this policy.)
4. The existing and planned units (as of Jan 2006) in Boise's downtown urban renewal districts are distributed by sector as shown in Table 3 on page 9. Of the total for both existing and planned units, 46% are in the affordable sector and 38% are in the market rate or luxury sectors, with only 17% in the workforce sector. Eighty-nine percent of the total workforce units are rental; only 11% are for-sale units. The 20 for-sale workforce units are only 2% of the total housing supply for downtown. The data demonstrates that, even with new units coming on line, there is a sizeable gap in a critical sector for the downtown economy: housing that is affordable to people working in many types of downtown jobs. (see also B.3 below)
5. If only planned units are considered, affordable housing units and workforce housing units comprise 12.5% each. Market rate and luxury equal 75% of the remainder.
6. If this trend continues, the gap between the need for housing in the affordable and workforce sectors will lag farther and farther behind the demand.
7. Past experience and current trends indicate that normal market dynamics will produce market rate and luxury housing choices.

8. Federal housing programs exist that support the provision of affordable housing choices, and downtown Boise has 463 units or 41% of its housing supply that have received assistance from these programs.
9. It is difficult to produce workforce housing in downtown Boise because of lack of track record, which makes financing more difficult, higher land costs, complicated logistics and more expensive parking options in comparison to outlying areas. There is also a tendency for developers to produce market rate or luxury rather workforce housing because these sectors have higher profit potential.

B. Socio-Economic Dynamics in Downtown and Region

1. Downtown Boise has the largest concentration of employment in the State of Idaho—approximately 40,000 jobs.
2. This workforce includes a significant number of jobs that pay annual incomes in the workforce range. (see Table 4 on page 9)
3. Jobs that pay in the workforce range include many occupations that provide essential government or human services such as police and fire personnel, building inspectors, teachers, health care support, health technologists and technicians, registered nurses, counselors, social workers and social service specialists. They also include individuals in creative, professional or service occupations essential to the downtown economy including accountants, advertising managers, engineers, surveyors, appraisers, architects, landscape architects, urban planners, graphic designers, construction trades, lodging managers, food preparation and food and beverage service workers, hair stylists and human resources managers.
4. There is a significant gap between the number of households with incomes in the workforce range and the number of downtown housing units affordable to these households.
5. The residential choices in the neighborhoods immediately adjacent to downtown Boise typically have higher cost housing options than in outlying neighborhoods and communities.
6. In Ada County the median home price is outpacing the median income, as shown in graph 1 on page 10.
7. When affordable workforce housing is not available in close proximity to where these employees work, the following results are likely to happen:
 - a. Employees will have to commute between where affordable workforce housing is available and their job. Commute distances will grow longer as downtown and close-in housing becomes more expensive.
 - b. Movement of workers to the urban fringe to find affordable housing will cause more rapid consumption of greenfield sites and prime agricultural land, and increasing costs for government services and public infrastructure.
 - c. As commuting distances lengthen, traffic congestion and air pollution in the region become worse and more public resources are used to build and expand roads.
 - d. Commuters must bear the cost of higher fuel and maintenance costs for automobiles.
 - e. There may be costs to businesses when employees commute long distances from employees' higher absenteeism and stress-related illnesses.
 - f. Quality of life deteriorates for commuters and for the citizens of the Treasure Valley in

general.

8. The influx of new residents from much higher-priced housing markets in the southwest and from the coasts is driving housing prices upward and causing them to outpace wage increases in the Treasure Valley. Investors from out of the area are focusing on the Treasure Valley as a place to buy blocks of housing units in hopes of profitable returns when they sell. Both of these trends are reducing the supply of workforce housing close to employment centers and driving workers to seek affordable housing on the fringe of the Boise metro area.

C. Contribution of Housing to Achievement of CCDC Vision, Mission & Urban Renewal Plans

1. The master plans for Central, River Myrtle-Old Boise and Westside Downtown districts envision downtown as an urban center with a high concentration of employment, urban housing, health care, shopping, entertainment, cultural and educational activity served by transit, and where walking and bicycling are practical alternatives to the automobile. A sizable supply of housing is essential to achieving this vision.
2. The master plans for Central, River Myrtle-Old Boise and Westside Downtown districts emphasize the importance of including housing in the land use mix in downtown. The River Myrtle-Old Boise and Westside Downtown plans identify areas for the development of new, urban neighborhoods so downtown will become a place where people live as well as work, play and learn. River Street, Parkside and Eastside neighborhoods are noted as areas where the erosion of existing residential needs to be reversed and more housing added.
3. Increasing the number of households living in downtown Boise makes it safer and more vibrant in the evenings and on weekends. Having more people living in downtown has the potential for reducing public safety costs if people create a sense of community and help each other to keep downtown safe.
4. A national survey has shown that people who live in downtowns support retail activity at 20 times the rate of office workers, if desired shopping options are available, thus promoting a more vigorous level of economic activity and more prosperous businesses.
5. More people living downtown lend greater support to restaurants, arts, entertainment and other cultural activities, which in turn adds to the attractiveness and competitiveness of downtown as a destination for the community and the region.
6. Concentrating higher density housing close in downtown Boise increases the potential that transit, bicycling, walking and other alternative transportation modes will be used in downtown.
7. CCDC has a long standing commitment to investing in downtown that reflects the common wisdom that keeping downtown healthy is essential to the prosperity of Boise and the broader region. Maintaining downtown Boise as the heart of the region for business, government, education, culture and entertainment is one of the fundamental goals of CCDC. Assuring that downtown is desirable as a place to live is just as important as it being a desirable place to work, play and learn.

D. Workforce Housing Deserves Focus

1. Of the 43,000 employees in downtown Boise, a significant number earn salaries between \$32,240 - \$57,420 annually, which is in the workforce range.
2. It is unlikely that workforce housing will be developed to any great degree in downtown Boise without intervention from the public sector, due to cost of development, market pressures on housing prices and the higher profit potential from market rate and luxury residential.

3. See B. 7. for reasons why providing workforce housing in close proximity to employment centers is beneficial. They are summarized here: reduces commuting, traffic congestion and air pollution; the demand for development of greenfield sites and agricultural land on the fringe of the metro area; the need to expand or build new roads and other public infrastructure, the cost of fuel and maintenance for automobiles and lessens stress and improves the quality of life for workers and Treasure Valley residents.
4. One of the goals of the Boise Smart City Initiative, launched by the Boise Mayor's Office and CCDC in 2000, is to create a vibrant urban center in downtown Boise where there is a lively mixture of housing, workplaces, restaurants, retail, cultural and educational activities and social spaces.⁴ The vision for this urban center includes a rich intellectual and cultural environment that attracts talented people and sparks creativity and innovation. It is a place where new economy companies will sprout, grow, and add to the economic prosperity of Boise and the region. This vision needs full time, engaged residents, not only investors and second-home buyers.
5. The community leaders working on the Boise Smart City Initiative saw housing as a key ingredient in turning downtown into a place where the emerging creative class will want to live, work and create. They urged CCDC to use its redevelopment tools to assure that a range of housing options was included in the downtown urban fabric, and to prevent housing from being squeezed out by other uses.
6. A recent series on the Cool Town Studios website published data showing that the "young and the restless," often in creative professions such as artists, musicians, authors, film designers, inventors and people working with technology are much more likely to live in or near downtown than other demographics. New economy companies are seeking this workforce. If downtown is to become a draw for new economy companies, it needs to include housing options that are attractive and affordable to the creative workforce, i.e. workforce housing.
7. Successful downtowns include residential neighborhoods with a wide range of housing types, rents and prices. These types of neighborhoods promote diversity among downtown residents that in turn promote vitality and character. To build vitality, downtown must have housing choices that are affordable to a wider range of people.
8. The market study conducted by Leland Consulting Group in August 2003 confirms the demand for workforce housing. The study reports 60.9% of the ownership demand in the Boise MSA stems from households earning between \$35,000 and \$74,000. Similarly, 68.7% of the rental demand in the Boise MSA is from households earning between \$25,000 and \$49,999 and 89.9% of the rental market earns between \$25,000 and \$74,999. (See graphs 2 & 3 on page 11).
9. Boise is not the first to recognize that the availability of workforce housing affects the long-term prosperity of a region as this excerpt from the National Governors Association Center for Best Practices suggests:

Governors recognize that the long-term prosperity of a state depends on its success in attracting and retaining an educated workforce, creating an environment that supports economic growth while maintaining natural amenities, and creating healthy and vibrant communities in which residents can afford to live. The housing challenges facing states and communities are connected to a variety of other issues such as transportation. The vast majority of families in the United States now spend more than half of their incomes on housing and transportation expenses, their largest two expenditures by far. High housing costs are forcing many families to live far from their place of employment or in neighborhoods with few amenities or necessary services. With employees struggling to make ends meet, employers are finding it difficult to retain a quality and stable workforce. (Strategies for Coordinating Housing and Economic Development, February 2, 2005 by National Governors Association Center for Best Practices).

E. Workforce Housing Policy

1. It is the policy of the CCDC Board of Commissioners that provision of workforce housing in the Boise urban renewal districts is a public good, and that when CCDC advocates, facilitates, supports, partners and invests in the creation of workforce housing, it is engaged in a public good. (Workforce housing is defined as rental and ownership that is affordable to households earning between 80% and 140% of the annual median income for the Boise MSA, with adjustments for household size. A housing unit is affordable if the monthly payment or rent is 30% or less of the household's monthly income.)
2. The CCDC Board of Commissioners finds that intervention by CCDC as a public agency is necessary in order to create a supply of workforce housing in downtown Boise (see Section D. 2). Subsequent to adoption of this policy, CCDC will develop priorities for allocation of its resources and will determine the type and level of support to provide to workforce housing programs and projects.
3. The CCDC Board of Commissioners finds further that provision of workforce housing in the urban renewal districts is a powerful tool for achieving the agency's vision and mission and for implementing the urban renewal plans, which were adopted for the benefit of the public good and that focused attention should be given to the development of partnerships and programs designed to produce workforce housing (see Sections C and D).
4. CCDC Board finds that there are Benefits derived by the general public when affordable housing is available to workforce households in close proximity to their jobs. These benefits are described in Section B.7.



AGENDA BILL

Agenda Subject: Parking Strategic Plan Review & Approval		Date: September 12, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: Parking Strategic Plan Summary Link to Plan and Appendices (below)	
Action Requested: No action requested at this meeting. This is intended to introduce the topic so you can review it prior to the October 10 th CCDC Board meeting where you will be asked to approve it.		

Fiscal Notes:

There is no direct fiscal impact as a result of this action.

Background:

Last January Boise’s first Downtown Parking Strategic Plan was introduced to the community. This is part of our larger effort to create a holistic mobility vision and strategy for residents and visitors that offers real mobility choices for walking, biking, public transit, and automobiles. CCDC staff have partnered with City staff from several departments and our consultant on the development of a comprehensive and coordinated parking and transportation strategy. The goal is to create a unified and balanced parking and transportation system that elevates customer experience and supports present and future economic development and growth. The strategic plan contains information about downtown Boise’s mobility environment and participants; current and projected local developments; parking supply & demand scenarios; local, regional and national mobility trends; and appendices with additional resources.

The strategic plan was posted on CCDC’s website and promoted throughout the community. In March and April of 2016 the strategic plan was presented to the CCDC Board and the City Council for comments and direction. The plan and its contents were also shared with the Chamber of Commerce, the Downtown Boise Association, and the general membership of the Building Owner & Manager’s Association of Idaho, who were all asked to review and comment on the plan. Stakeholder feedback was well received in the community. The Plan was adopted by the City Council at their August 23rd meeting.

Action plans by agency and year have been developed from plan recommendations, and work is currently being undertaken by the City, CCDC, Valley Regional Transit, and others. The concepts and proposals in the plan will serve as a guide to addressing many of the mobility challenges brought on by development and growth over the next several years.

The Plan itself, Plan Summary and appendices may be found via the following link

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

Staff Recommendation:

Review the documents between the September and October CCDC Board meetings; and bring it forward for CCDC Board approval at the October 10th Board meeting.

Suggested Motion:

I move that the Downtown Boise Parking Strategic Plan and Plan Summary be reviewed between the September and October CCDC Board meetings; and that they be brought forward for CCDC Board approval at the October 10th Board meeting.



Strategic Plan Background and Context

- ◆ Boise is booming again! Development activity is expanding. The economy is growing and diversifying. This is good news.
- ◆ A key strategic plan priority is to address challenges related to traffic/congestion and parking in a coordinated and proactive manner.
- ◆ 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 parking 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 a rethinking of 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.
- ◆ The plan embraces 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 will adopt a "blended strategy" that merges management of assets and resources to better support economic development, parking and transportation, and improve overall communit mobility.

Strategic Plan Priorities

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

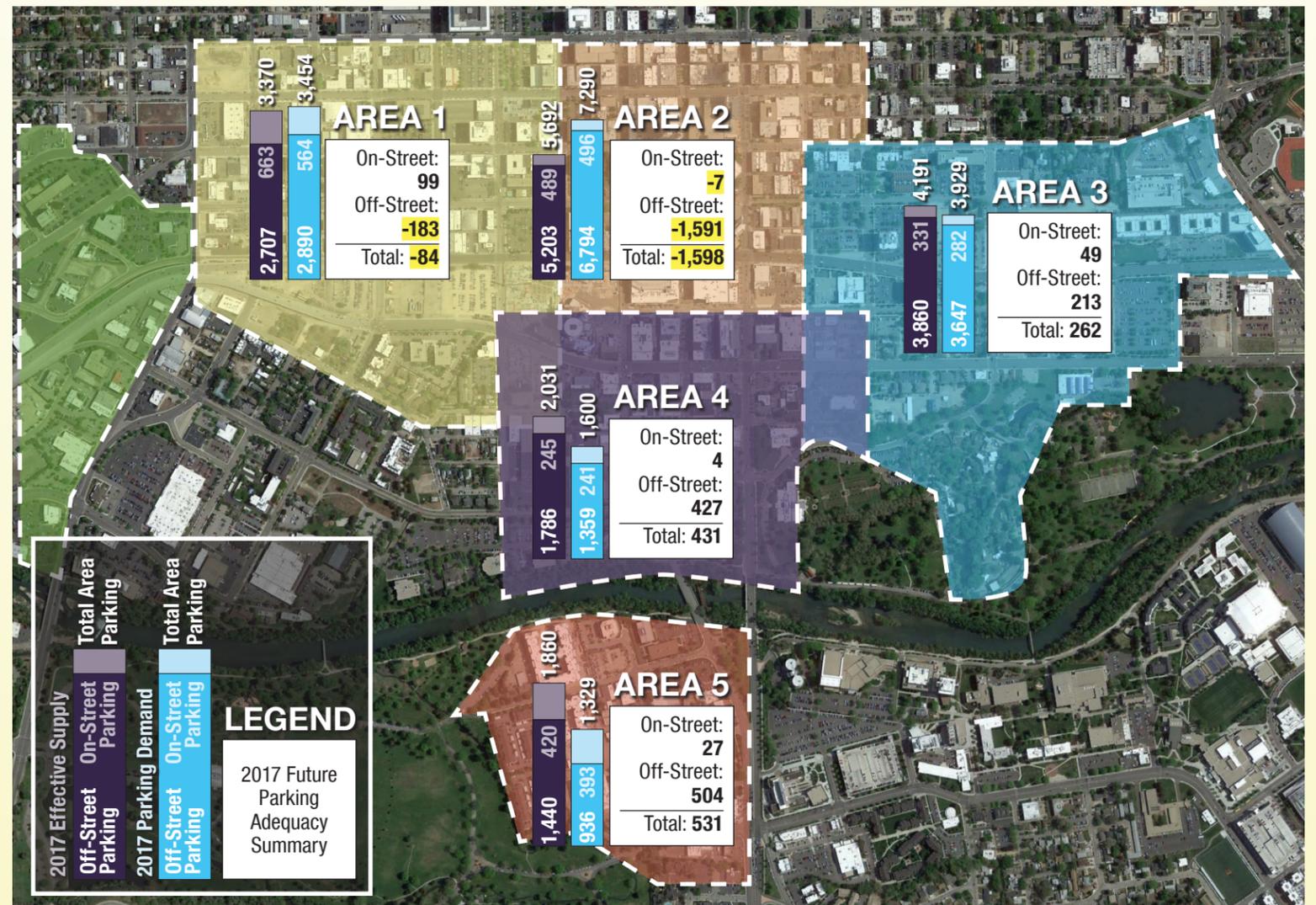
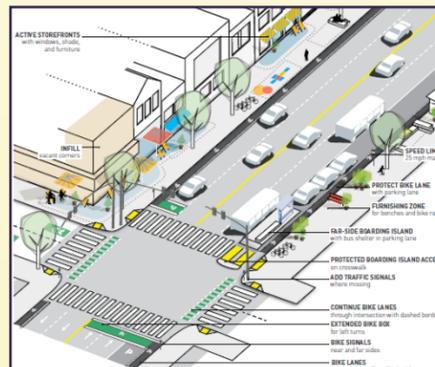
1. Review Program Organization, Management and Technology
2. Maximize Utilization of Existing Parking Resources
3. Increase Utilization of Alternative Forms of Transportation
4. Implement Demand Based Parking Pricing Strategies
5. Review Parking Development and Regulations
6. Create Additional Parking

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 in early 2016 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 mobility services and 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 downtown 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 Transit Oriented Development (TOD) corridors.
Rate Level	Low, to attract customers to district businesses.	Higher, to encourage people to use alternate means of transportation.	Performance-based pricing approach – higher rates in high-demand areas, support for Transportation Demand Management (TDM) programs, support for “Park Once” strategies including a downtown 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; 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 alternative 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. Promote the use of motorcycles and active transportation options.
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 start dates of 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			
Q4			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<ul style="list-style-type: none"> ◆ Finalize Parking Strategic Plan ◆ CCDC & City Plan Approval ◆ Pedestrian Safety Improvements (Page 23) ◆ Finalize Exterior Parking Garage Sign Design ◆ Adopt New Garage Design Guidelines ◆ Address appropriate elements of the Parking Management Best Practices Review and Peer Cities Review ◆ Review On-Street Parking Program Tools (Page 35 and Appendix B1 and B2) 	<ul style="list-style-type: none"> ◆ Develop Mobility Prioritization Framework (Page 28) ◆ Develop Mode Share Metrics (Page 30) ◆ Develop Mobile App ◆ Expand Zone 3 ◆ Implement License Plate Recognition ◆ Implement a regional Transportation Management Organization ◆ Implement a remote parking shuttle program (CCDC/COB) 	<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)

Primary Responsibility:
Blue = CCDC | **Green** = Boise City | **Purple** = Shared*

Page numbers refer to the Downtown Boise Parking Strategic Plan located at:
ccdcboise.com/parking/2016-downtown-parking-strategic-plan/

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

DOWNTOWN PARKS and PUBLIC SPACES

Executive Summary





Planning and Development Services

Derick O'Neill - Director

Daren Fluke - Comprehensive Planning Manager

Scott Beecham - Associate Comprehensive Planner

Leon Letson - Associate Subdivision/Current Planner

Josh Wilson - Associate Design Review Planner

Nicolette Womack - Assistant Subdivision/Current Planner

Boise Parks & Recreation

Doug Holloway - Director

Toby Norton - Parks Resource Planning Manager

Jennifer Tomlinson - Parks Planner

Agnew::Beck

Ellen Campfield-Nelson - Principal

Deguz Designs

Carissa Deguzman - Graphic Designer



Boise Downtown Parks and Public Spaces

Executive Summary

LIV Boise's Principles

- Lasting Environments
- Innovative Enterprises
- Vibrant Communities

Downtown Boise Guiding Principles

- People + Ideas = Innovation
- Entertainment + Energy = Celebration
- Connectivity + Convenience = Transportation

Parks and Public Spaces Principles

- Anchor Distinct Downtown Neighborhoods.
- Highlight Nature in Downtown.
- Celebrate the History, Art, and Culture of the City.
- Connect Places, Energize People.

City of Trees, River, Neighbors

Downtown Boise is developing at an unprecedented pace, in part, because of its mix of services, broad range of uses and spaces, and the sheer (and growing) number of people moving in, out and around it at all times of the day, week and year. It is increasingly bustling with places to live, work, play and learn while still retaining a reputation for friendliness, ease of mobility and small town charm.

Increasing development compels our need to identify locations for parks and public spaces that complement Boise's growth, and make the highest and best use of land in the Downtown. This "boom time" also offers opportunities to create more vibrant mixes of land uses, and propel areas of nascent activity into thriving places. There are a number of investment resources available now – from impact fees to urban renewal district funds to public-private partnerships – that can help galvanize the vitality of Downtown Boise.

But perhaps most excitingly, Boise is poised to see the rise of distinct Downtown neighborhoods and districts that are beautified by their relationship with nature; anchored by history and culture; bolstered by housing, businesses and activities; connected through a well-planned transportation system; and energized by signature parks and public spaces.

Downtown Parks and Public Spaces Master Plan lays out a vision for our next generation of parks and public spaces – places that connect people to nature, citizens to government, students to learning, businesses to resources, and neighbors to each other.

What We Heard

In order to gain a better understanding of opportunities to improve, expand, and develop Downtown parks, open spaces, and the public right of way, the City of Boise engaged a wide range of perspectives. In the summer of 2015, listening stations were set up at public events throughout Downtown, collecting input from more than 250 members of the general public. Additional outreach included a number of focus group meetings with the key Downtown stakeholders.

Citizens indicated what they liked and disliked about Downtown. The places that people indicated that they “loved or liked” corresponded with places that currently exhibit qualities of vibrant open spaces and public places. The places that people disliked were more often than not underutilized, vacant, or lacked key elements such as lighting or public seating. A comprehensive list of respondent reactions is on the following page. Overall, respondents strongly supported efforts to create, maintain, and activate current and future public spaces (for a full description of input see “Public Outreach Summary Appendix” in *Downtown Parks and Public Spaces*).

Downtown Stakeholders...

Represent

- **General public**
- **Programming, design, and placemaking**
- **Downtown businesses, events, and economic development**
- **Residents**
- **Landowners, developers, designers, and real estate professionals**

Are

- All ages, from young adult to seniors
- “Super Users” (almost daily use)
- Mostly work, play and live Downtown
- Love to relax, be entertained, enjoy recreation, and like to people watch
- Unanimously support efforts to create, maintain and activate public spaces

Key investment areas:

- Fulton and Broad Streets
- River Street Neighborhood
- West Downtown (Westside and West End)



Love

- **Streets, sidewalks and alleys**
- Plazas and spaces around buildings

Wish There Were More and Improved

- Plazas
- Restrooms
- Fountains
- Parks
- Art
- Playgrounds
- Pedestrian- and bike-friendly streets
- Outdoor seating
- Improved alleys
- Less surface parking



Believe The Key To A Vibrant Downtown Is

- **More people living Downtown**
- Attracting employers and employment
- Creating unique districts and character with art, design and features
- Providing transportation choices



Support Public Spaces By

- Supporting Downtown initiatives or projects
- Creating programming, events and activities
- Spending time and money Downtown and encouraging others to do the same



Keri Anderson photo



Matthew Wordell photo

What We Heard

LOVE



- **8th Street**
- Grove Plaza
- Basque Block
- BODO
- Greenbelt and Big 3 Parks



LIKE



- Boise Art Museum / Library / Anne Frank Memorial
- Boise High School (tennis courts, track, and field)
- Rhodes Skate Park
- Freak Alley
- Main and Idaho (blocks adjacent to 8th Street)
- Linen District



MIXED FEELINGS



- Main and Idaho Streets (2 blocks or more from 8th Street)
- Capitol Building and Park
- C.W. Moore Park
- Shoreline/Riverside/Pioneer/Noble (underused parks)



NOT WORKING



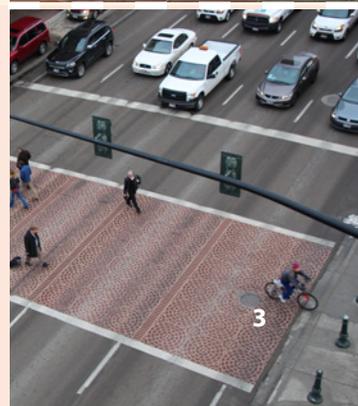
- Underutilized properties near Greenbelt (River Street Neighborhood and West End)
- Unused Plazas and Blank Building Facades



DON'T LIKE



- Areas around Connector
- West Side (Main and Fairview Street)
- Surface Parking
- Empty Lots (Parcel A and B)
- **Front and Myrtle Streets**



Trends and Patterns

“Trends and patterns” highlights how people are using Downtown and its parks and public spaces today, and identifies implications for how we should respond to these trends. Smart, catalytic investments that thoughtfully respond to the trends and patterns in Downtown, can serve our existing and future populations, improve circulation, foster innovation and spark fun and celebration.

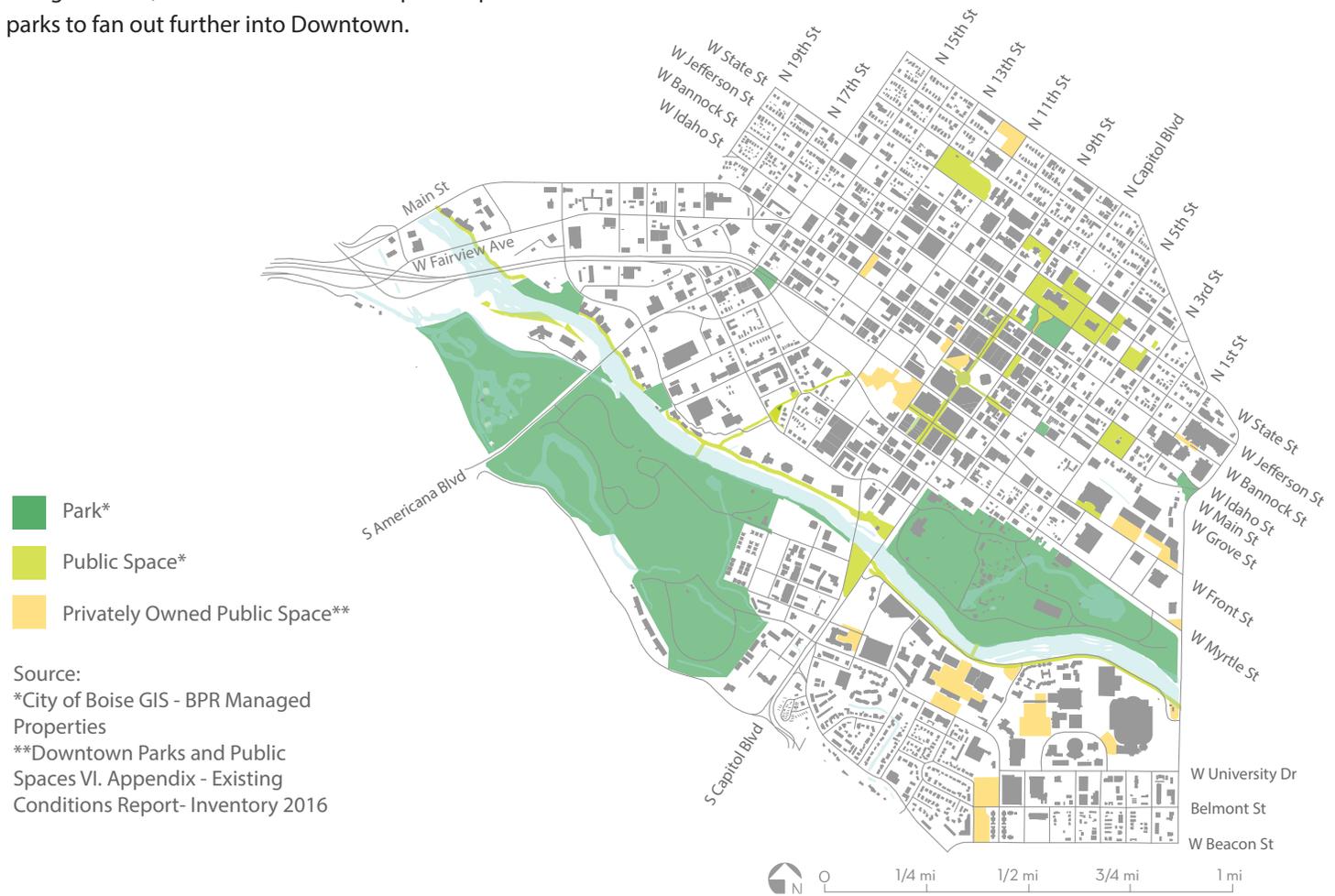
Existing and Future Parks and Public Spaces

The Boise River and Greenbelt, BSU campus, and the Central Business District abound with parks and public spaces. These spaces serve a wide variety of people – a significant number of workers and a growing number of Downtown residents and visitors. These parks and public spaces act as all-day, late-night and year-round attractions, making Downtown more active and interesting, more of the time, for more people.

With this strong public life structure in place in the core and along the river, it’s now time for Boise’s public spaces and parks to fan out further into Downtown.

Implications

- Invest in new parks, public spaces and streetscape improvements in existing neighborhoods, particularly in the western part of Downtown.
- Green infrastructure should be further incorporated into Boise’s Downtown neighborhoods, particularly in the western areas of Downtown where urban tree canopy is thinnest.
- Strategically use pathways, street investments and linear parks to create more high-quality connections, similar to 8th Street and the Boise Greenbelt.
- To make higher density housing enjoyable, Downtown should offer out-the-front-door access to a generous, diverse range of parks, plazas, shops and restaurants, and attractive streetscapes.
- New housing development should add to the range of housing options, mixing in throughout Downtown to take advantage of parks and public spaces in their existing locations.
- Play spaces for children, with nearby seating areas for family and friends.



Source:
 *City of Boise GIS - BPR Managed Properties
 **Downtown Parks and Public Spaces VI. Appendix - Existing Conditions Report- Inventory 2016

Trends and Patterns

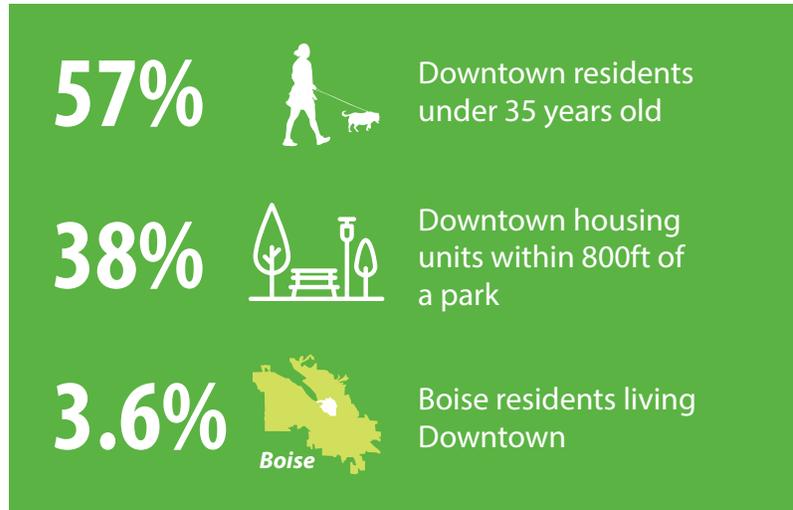


Living in the City

Currently, most Downtown residents live outside the core, in neighborhoods with less retail and dining options, and fewer parks, trees and green spaces. The western areas

of Downtown have higher concentrations of residents, but fewer public life amenities. On the flip side, areas in the east and central parts of Downtown with a higher number of parks, public spaces and shopping and dining venues have fewer residents nearby. Front and Myrtle Streets and the Boise River create pinch points for some residents, limiting access to large regional parks, such as Julia Davis and Ann Morrison Memorial Park.

The number of Downtown residents and housing is increasing, though Boise still lags behind other cities, such as Salt Lake City and Portland. Downtown housing is primarily single-family or larger multi-family. Downtown residents are relatively young, with 57% under the age of 35, versus 30% for the City as a whole. They also live in smaller households and typically rent rather than own their homes.



- Housing Areas*
- Grocery**
- Drugstore***
- Schools**
- Library**

Source:
 *Ada County Assessor - Ada County Parcel Data joined with Residential Characteristics Table
 **City of Boise GIS - Ada County Grocery Store, Ada County Schools, Ada County Libraries
 ***Google Earth Verification

Trends and Patterns

81%



number of locally-owned Downtown businesses

16.5%



Downtown employment growth in the last decade

1:11



ratio of residents to employees Downtown

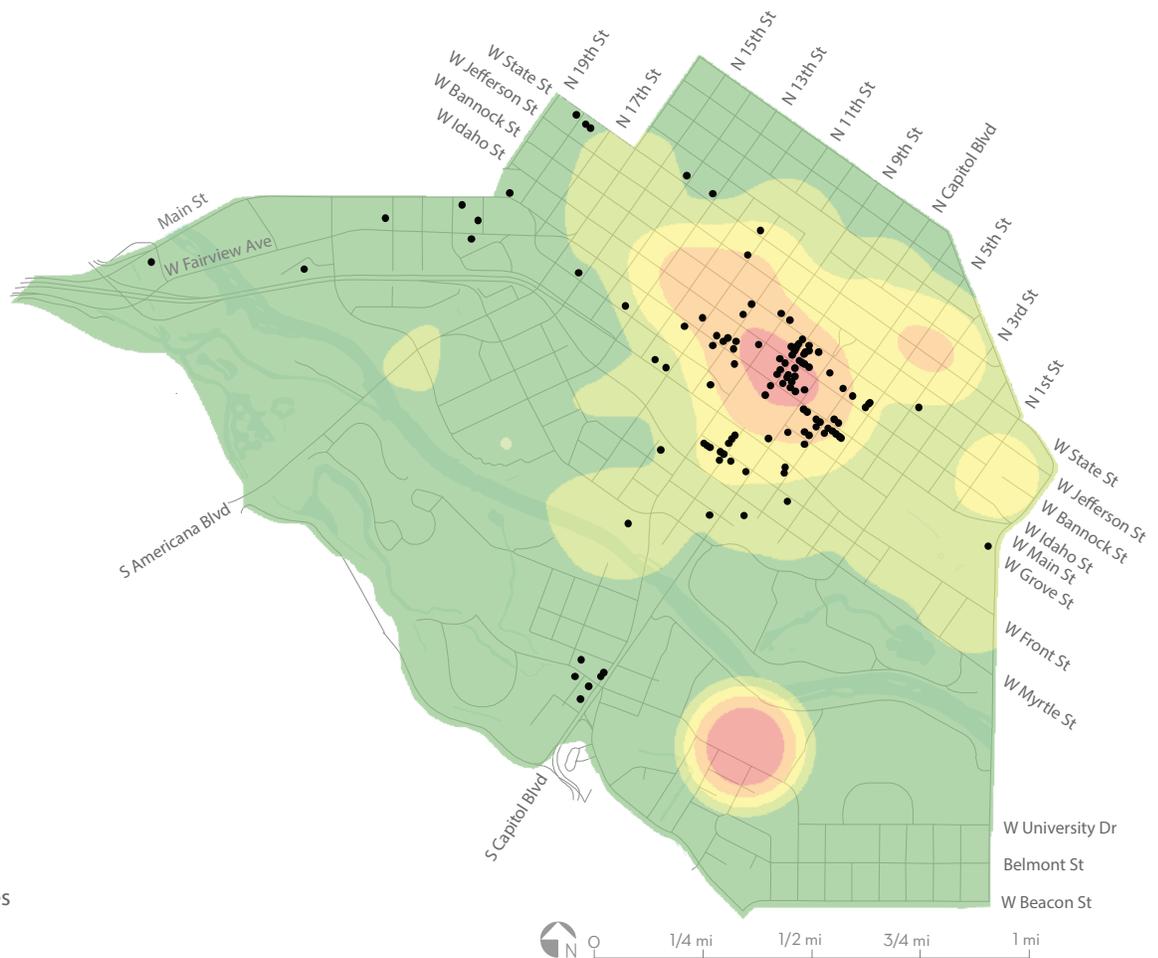


Working in the City

Public life patterns in Downtown Boise are deeply tied to the workday. The Central Business District, St. Luke's and BSU's campus are core employment centers that are generally well-served by public spaces. Boise's workforce continues to expand at a rapid rate, and Downtown remains the region's largest employment center. Spaces and places serving workers Downtown have a distinctly local, urban feel, which contributes significantly to Downtown character and employee quality of life. Downtown Boise has one of the Lowest resident/employee ratios in the United States with 1 resident for every 11 employees. For reference, Portland has 1 resident for every 4.2 employees and Denver has one resident for every 8.8 employees (ULI Trends in Housing, 2013).

Implications

- As employment and small businesses expand, integrate and use public spaces to support worker and customer experience.
- Existing public spaces near employment centers should offer more programming and ways to activate the space.



Employee Density per Acre:

- 0 - 11,000
- 11,000 - 30,000
- 30,000 - 55,000
- 55,000 - 85,000
- 85,000+

● Restaurant/Cafe/Bar

Source:
*City of Boise GIS- 2013
Business Locations Employees
and Ada Business Data



Trends and Patterns



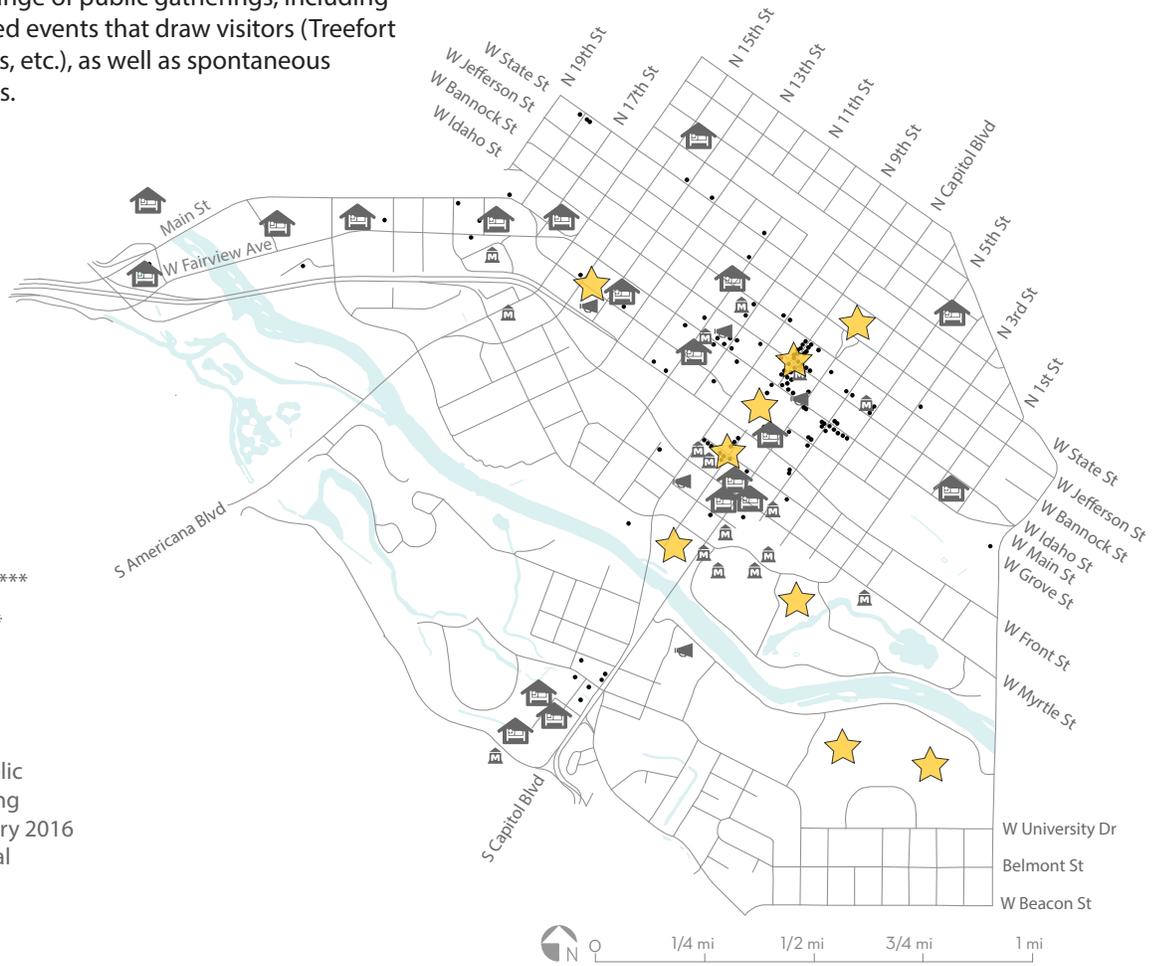
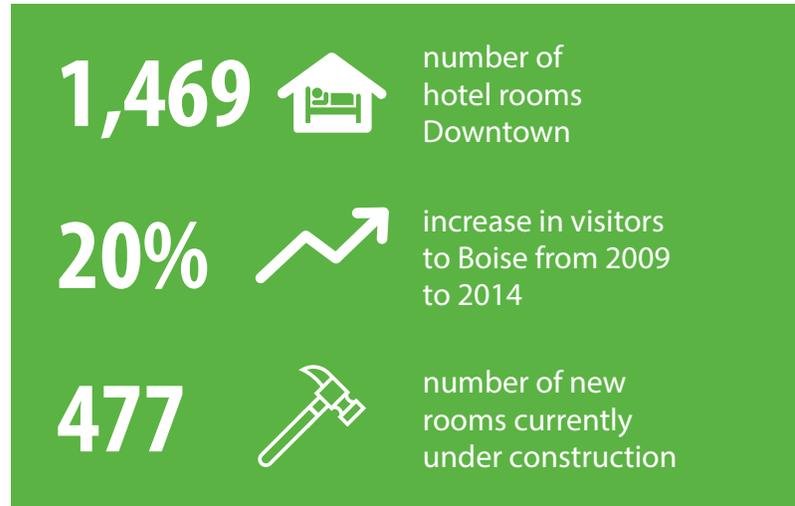
Visiting the City

Strolling and exploring the streets, shops and plazas of towns small and large is the world's single most popular tourist activity.

Downtown already sees a significant number of visitors, year-round, and these numbers are increasing. With the exception of a few existing and new hotels under development near the Downtown core, visitor accommodations are isolated from many of the public spaces that showcase Boise's best qualities and would be of most interest to visitors. Also, the number of visitors to Downtown is an elusive figure. Comprehensively tracking Downtown tourism will help improve our understanding of visitor demand and desired experiences, and integrate visitors into the city.

Implications

- Use linear parks and streetscape improvements to enhance Downtown mobility and the quality of the pedestrian experience and to better welcome visitors into the heart of the city.
- Provide spaces for a range of public gatherings, including spaces for programmed events that draw visitors (Treefort Music Festival, Markets, etc.), as well as spontaneous community gatherings.



- Hotels*
- Destinations**
- Museums and Galleries***
- Theatres and Venues***
- Restaurant/Cafe/Bar*

Source:
 *Ada Business Data
 **Downtown Parks and Public Spaces VI. Appendix - Existing Conditions Report - Inventory 2016
 ***City of Boise GIS - Cultural Facility

Recommendations

Many different kinds of parks and public spaces are needed for Downtown Boise and its different neighborhoods. The following catalytic projects will meet the growing range of needs and desires for public spaces and public life in Boise's Downtown. Our community's ambitious aim is to complete these projects within the next decade – many of them sooner. A range of projects are identified – from streetscape improvements to small pocket parks to grand plazas.

Priority Projects

Recommendations are based on:

- Existing plans and proposed projects
- An assessment of future development and use patterns
- Support from the community
- Our collective ability to develop the projects
- An overall vision for the Downtown

This map identifies priority park and public space projects. These are not the only projects that can or should be developed in Downtown Boise. Additional ideas are contained on the following pages, and more are summarized in the City of Boise's *Downtown Parks and Public Spaces Master Plan*, which collects the wealth of ideas generated over the years. Others will certainly be proposed as our Downtown evolves. This short list of doable projects represents our best next steps for keeping Boise a brilliant place to live, work, visit and learn.

Public Space Corridors



Arrows on the map indicate streets where pedestrian-oriented corridors should be created through streetscape design, public space investments and program activation. Streets that should be improved to create these public space corridors are:

- *East-West:* Bannock, Grove, Broad and Fulton Streets
- *North-South:* 3rd, 5th, 8th, 11th, 15th, 16th and 27th Streets

1 River Street

- Plaza at intersection of Ash-Miller-Grand Streets near Pioneer Pathway
- **Hayman House community pocket park**



2 West End

- Large public plaza near Whitewater Blvd. and Main St.
- Improve or remove informal access points to the Boise River and the Greenbelt.

3 Westside

- Indoor/outdoor Farmer's Market
- Large plaza near 11th and Bannock Streets
- Grove "Green Festival" street plaza

4 Near North End

- Streetscape and public space enhancements along 11th Street, connecting the Near North End to the Boise River
- Boise High Pedestrian Mall

5 Old Boise/Eastside

- **Old Boise linear park**



- **Capitol Park movable seating, play structures and programming**



6 Central Business District

- Green Alleys/
Art Alleys



- Borah
Post Office
microplaza



7 Central LIV

- Streetscape and public space enhancements along 5th Street and Broad Street, connecting the Central Live District to the Central Business District, Old Boise, and Julia Davis Park.



8 Cultural

- Main Library campus plaza and play areas
- Test “pop-up” programming
- **Fulton Street parklets and streetscape design**



9 Gateway

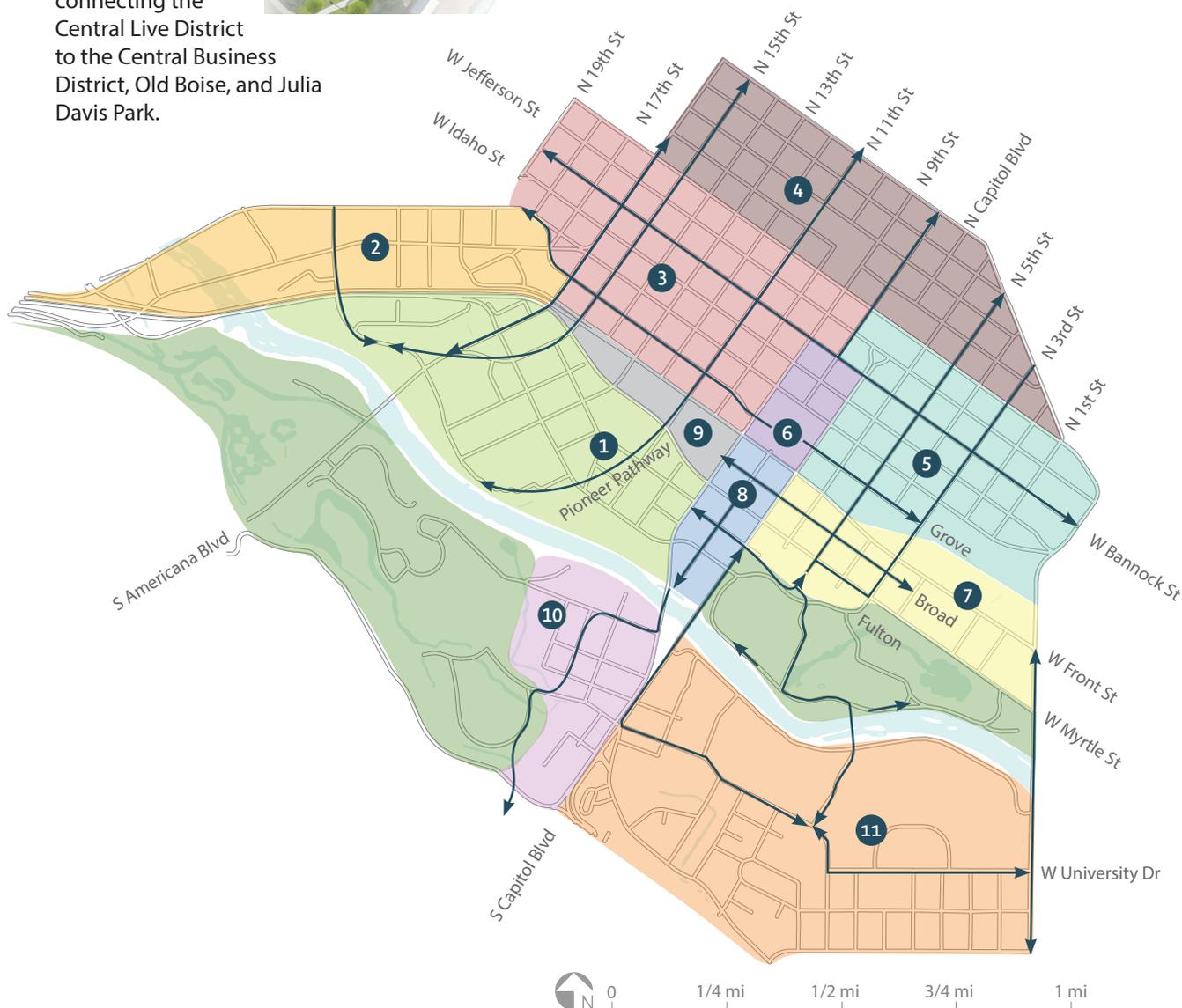
- Continue to enhance 15th and 16th Streets as major bicycle and pedestrian corridors through the Downtown.
- Improve timing of traffic signals on Front and Myrtle Streets between 3rd and 13th Streets

10 Lusk

- Pathway from Downtown to Boise Depot/Boise Bench
- Develop Island Street as a neighborhood festival street

11 BSU

- Enhance BSU connections to Downtown.



Little Details

Allow traditional kiosks along the Boise Greenbelt or other parks for small-scale commercial activity.



Increase programming to enliven existing spaces, such as Capitol Park and C.W. Moore Park.



Test street closures along Washington, 10th and 11th, Broad, Fulton and Island in conjunction with pop-up programming.



- Add public restrooms and drinking water in or near public throughout Downtown.
- Add movable seating and movable or “pop up” play structures to parks and plazas throughout Downtown.
- Improve or remove informal access points to the Boise River and the Greenbelt – particularly on the north bank. Initially prioritize junctions with the Pioneer Pathway and Shoreline Park.
- Improve timing of traffic signals on Front and Myrtle Streets between 3rd and 13th Streets to decrease pedestrian wait times.
- Create Borah Post Office microplaza.
- Improve quality of alleys stemming from 8th Street in the Central Business District through green alleys/art alleys program and redesign.
- As development between Front and Myrtle takes place near I-184, design these spaces to create a green, welcoming “front door” into Downtown.

Complete Pioneer Pathway plan by adding proposed plazas and play structures, better serving residents of the River Street neighborhood.



Repurpose parking lots to create pocket parks on the north and south sides of Rhodes Skate Park.



- Develop an Old Boise linear park, or “thru-block,” from the Assay Office to the eastside of City Hall.
- Incorporate microplazas on 5th Street south of Front Street to create a strong pedestrian connection from the LIV District into Julia Davis Park and Fulton Street.
- Create small street plaza at the intersection of Ash, Miller and Grand Streets in the River Street Neighborhood. Develop grounds around Hayman House as a neighborhood gathering space, including play structures for children.
- Create a north-south pathway from the Boise Depot to Ann Morrison Park for high-quality pedestrian access from Boise Bench neighborhoods to the Downtown and points north.
- Redesign Fulton Street from 9th Street to Julia Davis Park with streetscape improvements, parklets and public art.
- Develop Island Street as a neighborhood festival street and incorporate parklets in the Lusk District to create neighborhood gathering space and improve quality of the connection to Downtown.

- As part of Main Library campus design, create an expand plaza space for a larger riverside gathering place. Include play structures and outdoor reading nooks for activation.
- Consider opportunities to daylight Boise Canal and integrate into a walkway as redevelopment occurs.
- Work with CCDC to refresh and implement the “Green Street” plan for Grove Street. In particular, focus first on the blocks between 13th and 16th, to include a festival street plaza in the Linen District.
- Construct an indoor/outdoor farmers market space near 11th and Grove Streets.
- Develop a “greenway” thru-block between Main and Fairview Streets that integrates parklets, pocket parks and microplazas as well as shade trees.



Develop a commercial shopping/dining “river walk” in the West End or River Street Neighborhood.



Enhance the 11th Street corridor from the Near North End to the Boise River with streetscape improvements, public spaces and a large gathering space near Bannock Street.

Public Spaces: Small to Large

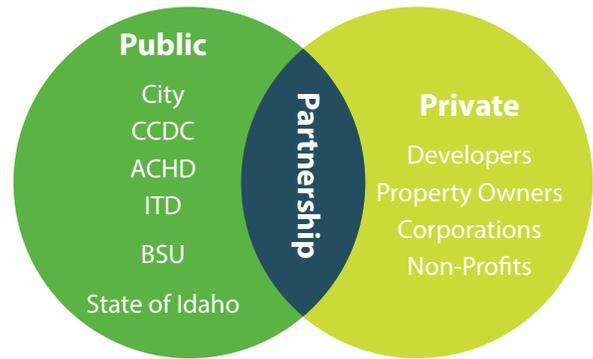


Tools and Resources

The creation of parks and public spaces most effectively and creatively occurs through collaborative efforts of public agencies and private investment, and with the support of citizens, businesses and local organizations. Boise is fortunate to have a development community that is committed to elevating the quality of life of the area and broadly supports vibrant parks and public spaces in the Downtown.

This summary identifies just some of the resources available. Already many of these tools have been used to add to the vitality and enjoyment of Downtown. There are also new resources that can help create needed spaces. The initiative and innovation of our collective efforts and investments can have profound impacts on Boise's next generations, and build on our great legacy.

- Parks and recreation impact fees
- Levies- land donations- direct funding and donations
- Public agency partnerships
- Master license agreements
- CCDC Capital Improvement Plan
- CCDC Participation Program
- Private investment and public-private partnerships



Contact

City of Boise

Planning and Development Services (PDS)

pds.cityofboise.org

Parks and Recreation

parks.cityofboise.org

Sources

- US Census Bureau, American Community Survey, 2009-2013 5-Year Average.
- Downtown Parks and Public Spaces Plan, 2016.
- CCDC Boise.
<http://www.ccdcboise.com/economic-growth/boise-statistics/>
- US Census Bureau, American Community Survey, 2009-2014 5-Year Estimates.
- ULI 2013, Trends in Housing Boise, Idaho.
http://www.storycommercial.com/loads/1/8/4/7/18471354/localconstruct_-_uli_boise.pdf

Read More...

Review the complete *Downtown Parks and Public Spaces Master Plan* at pds.cityofboise.org/planning/comp/dpps





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

Thank you to the CCDC board of commissioners for attending two board meetings in the month of August and approving the FY2016 Amended and FY2017 Original budgets. The additional component of the August meetings was the updated 5-Year Capital Improvement Plan, covering FY2017-FY2021. This key element of the agency's strategic planning is crucial to maintaining the momentum CCDC has established in the past 36 months.

It's my pleasure to announce that Ben Houpt has been promoted to Property Manager, Parking & Facilities. This title change reflects the expansion of Ben's assignment at CCDC, where he has been an outstanding employee for the past 2 1/2 years. His new job duties will include responsibility for all operations and maintenance functions for the agency-owned, agency-leased, and agency-managed properties. He will also manage the Condominium Associations the agency belongs to and leads as part of our mixed-use parking facilities. Though he will not be overseeing the performance of the parking operator for the agency's six parking structures, Ben will coordinate all work and improvements in and around the structures with our parking operator. He will continue to report to Max Clark, Director of Parking & Facilities.

Prior to joining CCDC, Ben worked extensively in the property maintenance field. While serving in the Army he excelled at logistics, repair, and transportation planning. He earned the rank of Captain and served as Second-in-Command of his assigned Troop during his deployment to Iraq during Operation New Dawn. Ben is a graduate of the U.S. Army Ranger School and holds a Bachelor's degree in Applied Arts & Sciences with concentrations in chemistry, mathematics and military leadership from the Rochester Institute of Technology in Rochester, N.Y. Please join me in congratulating Ben.



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

1122 W. Front – PP3 - 11th & Front Parking Garage

Staff is administering the Purchase and Sale Agreement for 250 spaces within structure parking facility. Agreement went into effect August 23. This includes final approval of 100 percent Construction Drawings as per the executed PSA, approval of title, and approval of environmental assessment.

2800 W. Idaho – PP1 - Clairvoyant Brewery

CCDC Board approved the project's Type 1 Streetscape Agreement amounting to approximately \$65,000.

150 N. Capital – PP4 - City Hall Plaza Design & Funding

City Hall Plaza renovation was designated a T4 project at the August Board meeting. Agency staff and City staff are now formalizing the agreement. City staff will request approval from council soon, date is TBD. With council approval agency staff will request final approval from CCDC Board. Staff anticipates this process will be completed before the City bids in the project in early CY2017.

800 W. Main – PP3 - 8th & Main Building

CCDC staff recently- received from Gardner Company documentation date necessary to conduct the final certification of costs for reimbursement. The information and data is being reviewed by staff in order to finalize certification of costs and make the annual reimbursement payment, and comply with the DDA, prior to the end of FY 2016.

769 W. Main – Main Street Station Environmental & Tree Walls

Gardner Company and ESI continue to work on areas of The Grove Plaza referred to as “the VRT lid.” This includes work on the tree wells, paver grates, and some overhead work on the Boise Centre East Building. Coordination between CCDC anticipates the remaining work to be completed by September 16, at which time the scheduled work on The Grove Plaza project will proceed in that section.

769 W. Main – Main Street Station Ongoing FTA Matching Funds

CCDC is providing a 20% (\$2.4 million) local match to VRT's 80% (\$10 million) FTA earmark to construct Main Street Station (MMC). Monthly draws are invoiced, reviewed and coordinated with VRT to pay the developer, Gardner Company. To-date, \$2,069,222 (roughly 97%) of the local match has been drawn.

777 W. Main - PP3 - City Center Plaza Project

The streetscape improvements along Main Street are in place and have been reopened to public use. The latest draw request from Gardner Company requests payment for the improvements. Agency staff is currently reviewing the agreement, draw request, and work completed in order to reimburse the eligible costs.

826 W. Main – CCDC Renovation of The Grove Plaza

McAlvain continues to maintain the project baseline schedule while navigating occasional construction coordination setbacks. Progress on plaza features is advancing rapidly. The 5,000 gallon concrete fountain cistern is complete, the 25 jets are plumbed and the trench grate

surrounding the fountain has been set. The restrooms are framed and roofed allowing mechanical and electrical work to begin. The subsurface utility work is completed in the north spoke and the central plaza will be complete by mid-September when the last quadrant of Silva Cells are backfilled. Staff anticipates Gardner and ESI to turn over the VRT Lid on September 16. If this turn over does happen the plaza will remain on schedule to host the Holiday Tree lighting this November 25.

826 W. Main – Facilitating Phase 2 of Boise Centre Expansion

On September 19 The Grove Plaza south spoke will be closed to public access. The closure is necessary until December 1 in order to erect the steel structure of the concourse and sky bridge which spans the south spoke. After December 1, access through the south spoke will be reestablished. Access through the plaza will continue to be maintained as both east spoke and north spoke reopen to public use before the south spoke is closed.

Front & Myrtle – CCDC F&M Alternatives Analysis for Redesign

Resolution approving consultant selection (Sam Schwartz) and authorizing the Executive Director to execute contract is on the September Board agenda. If approved, work would begin immediately with an anticipated completion August 2017.

5th & Myrtle – Julia Davis Park 5th Street Entrance

Construction documents are finalized. Tentative schedule by Guho estimates construction to be substantially complete January 2017.

Downtown Boise – CCDC Wayfinding Project

CCDC staff met with Sea Reach to work finishing details the first week of August. Staff is awaiting project manual materials from Sea Reach, expected to be done by the end of September.

Downtown Boise – CCDC Alley Placemaking

CCDC staff is working with ACHD, City of Boise, and developers to establish a public space corridor in the alleys between Main and Idaho from City Hall to the Old Assay Office. Improvements will include undergrounding of overhead utility wires and installation of "green" alleys where appropriate and cosmetically similar paving treatments where stormwater infiltration is not appropriate. The 5th & Idaho project will likely improve the alley between 6th and 5th in 2017. ACHD will likely install a "green" alley between 5th and 4th in 2018, and has already installed one between 4th and 3rd. Utility undergrounding between 5th and 3rd will occur either before or with ACHD's alley project in 2018.

Other alleys that CCDC is working with ACHD and City of Boise include:

- Union Block Alley (Idaho/Bannock/Capitol/8th)
- Freak Alley (Idaho/Bannock/8th/9th)
- Esther Simplot Alley (8th/9th/Fulton/Myrtle)
- Woodland Empire Alley (Front/Grove/11th/12th)

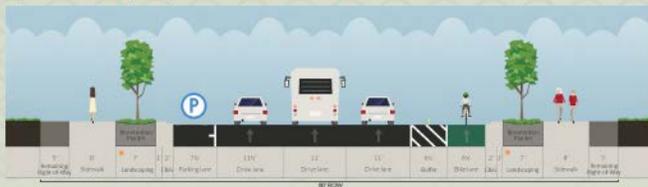
Lane Reconfiguration - Main Street East of Whitewater Blvd.

The technical team selected these options based on feedback from the first public meeting.

Existing Street Section



Option B - On-street parking on one side of the street/buffered bike lane

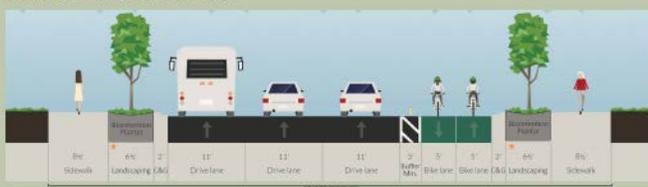


West of Whitewater Blvd.

Existing Street Section



Option A - Buffered, two-way bike lane



Landscaping and stormwater retention facilities shown for information only. These elements can vary and will be detailed during specific project design.

Fairview Ave. and Main St. Local Streets Improvement Plan

August 11, 2016



West End -- ACHD Open House on Making Main/Fairview "Urban Streets"

ACHD held a second open house to present the preferred street sections along Main and Fairview after gathering significant community input. Both of the preferred street sections call for removing 1 travel lane and adding a buffered or protected bike lane. In addition, Main Street calls for on street parking along the south side while Fairview calls for on street parking on both sides once development in the area justifies the parking need. These changes will help bikes, pedestrians, and retail businesses thrive in the West End.

West End -- Environmental Tests Complete on Old Boise Marine Site

The City continues to work with a developer on a possible housing development at the old Boise Marine site, and the final environmental tests completed in August indicate residential development on this property is viable. The City and DEQ have been working for the past 2 years through the Brownsfield program to complete this work and help remove possible barriers to development.

West End -- Greenbelt on South Side of Boise River Opens

After months of work, the Greenbelt on the south side of the Boise River is connected between the Riverside Hotel and Ann Morrison Park. This new connection will complete the Greenbelt on that side of the river and allow pedestrians and cyclists another route from the west into our downtown.

West End -- CWI Lays out Vision for Boise Campus

CWI unveiled its plan for the Ada County campus at the old Bob Rice Ford property during August. These plans call for a 3 phase development that could last up to 40 years and ultimately have approximately 600,000 square feet. The planned initial phase is ~150,000 square feet. As one of the fastest growing community colleges in the nation, it is exciting to see the plans for this catalytic project coming together.



Broad Street – PP# -- Streetscape Improvements

CCDC issued an RFP for CMGC services on December 8, 2015. CMGC and Design Professional teams have been evaluated and selections have been made. Streetscape package was submitted for DR on March 8. 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 week of July 1. ACHD review complete, comments have been incorporated from 5th - 2nd Street, the project is out to bid, with bid opening scheduled for 9/1. Board approval will be sought at the 9/12 Board Meeting to amend Guho Corp's GMP to perform the construction.

Parking & Facilities Team: Max Clark & Ben Houpt

Exterior Signage for All Garages

Staff has surveyed five of the six garages with a local architect to confirm which signs are planned to go where. A meeting will occur soon with the City to affirm sign design and location. Then specs will be finalized for bidding. In all likelihood the signs will not be installed until early next spring.

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

FY 2016 Amended and FY 2017 Original Budgets and 5-Year CIP

Adoption of the Agency's annual budget in August, after a process that began in April, is always a welcome milestone. The FY16 Amended and FY17 Original budgets and the 5-Year Capital

Improvement Plan paint an exciting and absolutely achievable picture of the transformation the Agency's four districts continue to undergo. Staff appreciates the interest, involvement and direction provided by the Executive Director, Executive Committee and Board of Commissioners and of course welcomes inquiries at any time throughout the year for additional information.

Coming Next: FY 2016 Year-End Close
Independent Audit of FY 2016 Financial Statements

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

On September 6 independent audit firm Eide Bailly LLC presented to the Executive Committee the final Year 2 Risk-Based Cycling Review / 'Agreed Upon Procedures' report of their review of the Agency's information technology environment. This year's review examined 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 report includes recommendations on steps the Agency can take to improve its IT security and to plan for IT disturbances, attacks and failure. Controller Joey Chen, the Agency's point person for these reviews, will take the lead in crafting the Agency's response. Considering that the Agency engaged a new IT service provider (Stability Networks – see competitive selection process below) on August 26, the timing is optimum to implement the report's recommendations.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

CCDC – Information Technology Support Services RFP

- Services desired: management and support of all aspects of the Agency's IT needs.
 - July 7: RFQ/P issued
 - July 22: Submission deadline; six proposals received.
 - August 19: Selection committee evaluated proposals, interviewed 3 candidates.
 - August 23: Executive Director selected top-ranked candidate.
 - August 26: Contract executed with Stability Networks.

ParkBOI – Parking Operator RFQ/P

- Services desired: manage all parking operations for the Agency's six public parking garages.
 - July 6: RFQ/P issued publicly
 - July 20: Required pre-submittal meeting
 - August 5: Updated deadline to submit proposals
 - August: An Agency-led committee of private and public downtown parking stakeholders evaluated the proposals, interviewed the top-ranked proposers and made a recommendation for Board consideration.
 - Sept 12: The Board of Commissioners will consider the committee's recommendation and is expected to formally select a Parking Operator.

CCDC – Front & Myrtle Couplet Alternatives Analysis RFP

- Services desired: an assessment of existing conditions and an analysis of options that can address connectivity and multi-modal mobility to create a calmer, more economically productive corridor better integrated into the busy downtown core.
 - July 6: RFP issued publicly
 - August 3: Submission deadline
 - August: An Agency committee evaluated the proposals and made a recommendation for Board consideration.
 - Sept 12: The Board of Commissioners will consider the committee's recommendation and is expected to formally select a proposal.

Broad Street – LIV District Public Infrastructure Improvement Project

- Status: Guho Corp competitively selected for Construction Manager / General Contractor (CM/GC) services. CM services are wrapping up. Cooperative agreements with City of Boise and the Ada County Highway District for certain improvements are moving forward.
 - Sept 12: The Board of Commissioners will consider Amendment No. 2 to the CM/GC contract, authorizing the amended Guaranteed Maximum Price (GMP) start of construction services and award of subcontracts.

Other Contracts Activity:

PP4:JPA: Public Works Central Addition Geothermal Expansion

CCDC is in cooperation with Public Works is seeking CMGC services to conduct the geothermal system expansion in unison with the Broad Street GSI and streetscape improvements in summer 2016. CCDC staff will be seeking approval of a CMGC firm to the Board at the February 8th Board Meeting. Selection of Guho Corp. was approved by The Board. Contract negotiations completed with Guho. Guho has been working with Public Works, multiple design teams and stakeholders. 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 was approved at the 6/13/16 Board Meeting. Pipe has been ordered with delivery scheduled for the end of August. Geothermal installation is out to bid with bid opening scheduled for 8/11. Bids were opened and within established budget. Board approval will be sought at the 9/12 Board Meeting to amend Guho Corp's GMP to perform the construction.

SS: Broad Street (Capitol/2nd)

Agency staff have been working closely with City of Boise and ACHD to vet initial concept designs. City of Boise is preparing a Letter of Intent to maintain the storm water infrastructure to satisfy ACHD's requests. CMGC and Design Professional teams have been evaluated and selections have been made. Staff will be seeking approval of selections at the Board Meeting on February 8th. Selections of Jensen Belts Associates and Guho Corp. were approved by The Board. Contract complete with Jensen Belts and Guho. 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 week of July 1st. ACHD review complete, comments have been incorporated from 5th - 2nd Street, the project is out to bid, with bid opening scheduled for 9/1. Board approval will be sought at the 9/12 Board Meeting to amend Guho Corp's GMP to perform the construction.

SS: Fulton Street Concept Plan

City of Boise has requested that the Fulton Streetscape efforts be postponed to allow a higher

level planning effort of the overall area. The boundaries of the Cultural District are currently being reworked; the Royal Blvd. extension is eminent; a pedestrian and bike corridor are being considered for 8th Street; The Afton construction is underway and master planning efforts for The Library! continue. CCDC has coordinated with City of Boise and has solicited proposals for the requested higher level planning effort of the overall area. Proposals have been submitted to CCDC for review. Contract has been issued to LOCI/JBA/QCI for the planning effort. Design team performed initial stakeholder charrette on January 21 and 22. Alternatives will be refined and presented to a larger stakeholder group in early March. Follow up stakeholder presentation scheduled for 3/10/2016. Stakeholder presentation conducted and results will be compiled into prioritized list of public improvements. Prioritized list still forthcoming due to extended illness of key LOCI personnel. Priority list submitted 5/16, CoB and CCDC have submitted comments on list. Follow up conference call occurred on 6/22/16. Final document has been delivered. CTY has been hired to further the LOCI plan to identify interventions to be implemented in the immediate future. CTY has submitted a progress draft and is incorporating comments.

Public Art – Whittier Fence

CCDC has paid our portion of the project to City of Boise to close out FY14 (\$10,000). Dennis & Margo Proksa of Black Rock Forge in Pocatello were selected to be the artists. Fence was fabricated over the winter. The fence posts have been installed and the artists placed the art installation on 8/18.

Public Art – Traffic Box Artwork

City of Boise Arts and History has reissued an RFQ for the Traffic Box Artwork fabrication. Contractor selections to provide fabrication and installation of Traffic Box Artwork were to be made on December 15, 2015. Three contractors have installed wraps on four boxes, their work was evaluated and the remainder of the wraps have been assigned for installation this summer. Traffic Boxes will be completed by the end of August. Call to artists will be released in Fall for 2017.

5th & Broad Public Parking

CCDC is working with Local Construct and Andersen Construction to finalize desired parking equipment prior to underground rough-in to ensure utilities are installed in the correct locations. CCDC currently working on rough-in requirements for garage signage and final approvals of parking equipment. CCDC working with YESCO to submit signage package to CoB DR for approval. Parking equipment has been approved, Andersen Construction is working on signage package. Parking component portion of the project is substantially complete. CCDC will attend a punch list meeting at the garage on 9/13.

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. Design of fiber optic complete and the project is out to bid. Board approval is anticipated to be sought at the 9/12 Board Meeting to amend Guho Corp's GMP to perform the construction.

Upcoming Streetscape Design

RFP draft has been completed. Contracts currently reviewing draft for issuance soon.

The Grove Plaza – A \$27,689 Change Order with McAlvain Construction for miscellaneous The Grove Plaza (TGP) construction elements.

Parcel B – Task Order Amendment with Kimley-Horn & Associates for additional services associated with their detailed review of the Parcel B 100% Construction Drawings – to confirm that drawings meet the requirements of the Purchase and Sale Agreement approved by the Board on August 19, 2016.

Ash Street – Task Order with Mountain States Appraisal for a “market-value, as-is” appraisal of CCDC’s vacant parcel on Ash Street.

30th Street URD – Agreement with CTA Architects and Engineers for visioning and master planning services in the 30th Street District to show past investments and planned future developments in the area.

30th Street URD – Agreement with CTA Architects and Engineers for visioning and master planning services around Fairview Avenue and 23rd Street in the 30th Street District. CTA’s insights are intended to provide information on possible development densities and shared parking solutions.

Parking – Bulk-Sales Lease Agreement with Boise State University for parking spaces in three of CCDC’s public parking garages for students, faculty, and staff.

CCDC Equipment Lease – Cost savings realized by working with Boise Office Equipment to use a competitively-bid state contract (authorized by joint purchasing rules in Idaho Code) for a new 36-month copier lease.

Records Retention – Sort and organize documents retained by the Parking Operator and turned over to CCDC for retention or destruction.

Public Records Request – Regarding the Parking Operator RFQ and selection process.