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

#### AGENDA

I.	CA	ALL TO ORDER	Chair Zuckerman
II.	AG	SENDA CHANGES/ADDITIONS	Chair Zuckerman
III.		Expenses  1. Approval of Paid Invoice Report – November 2016	
	B.	Minutes and Reports  1. Approval of Meeting Minutes from November 14, 2016  2. Approval of Meeting minutes from November 29, 2016	
	C.	Other  1. Resolution 1470 Second Amendment to the Disposition and Development Agreem Street LLC  2. Resolution 1472 Second Amendment to Financial Advisory Services Agreement w Co.	
IV.	AC	TION ITEM	
	A.	CONSIDER: Resolution 1473 or 1474 Direct Staff to Enter into Exclusive Right Approved Ash Street Development Entity (30 minutes)	
	B.	CONSIDER: Approve up to \$75,000 Cost Share for Concept Design to Convert 5 <sup>th</sup> Two-Way (5 minutes)	
٧.	INF	ORMATION/DISCUSSION ITEMS	
	A.	Draft ACHD Fairview & Main Local Streets Improvement Plan (10 minutes)	Matt Edmond
	B.	Operations Report (5 minutes)	John Brunelle
VI.	EX	ECUTIVE SESSION	
De	libe	rate regarding acquisition of an interest in real property which is not owned by a public	agency [Idaho

#### VII. ADJOURN

206(1)(f)]

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).

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-

### **Capital City Development Corp** ACH & Cash Disbursements Report For the Period 11/01/2016 through 11/30/2016 Board Officer Review

Board Officer Review				
Payee	Description	ACH Date	Amount	
Debt Service:	Total Debt Service	_	0	
	Total Debt Service		-	
ABM/AMPCO Parking:				
Monthly Parkers ACH	Payments from Monthly Parkers	11/1/2016	(9,307.00)	
ABM/AMPCO	Parking Operations & Admin Exp - Sept. 16 Total Parking	11/9/2016 _	127,065.12 117,758.12	
Payroli:				
EFTPS - IRS	Federal Payroll Taxes	11/9/2016	14,451.50	
Idaho State Tax Commission	State Payroll Taxes	11/9/2016	2,728.00	
CCDC Employees	Direct Deposits Net Pay	11/9/2016	37,177.91	
PERSI	Retirement Payment	11/9/2016	12,083.87	
EFTPS - IRS	Federal Payroll Taxes	11/23/2016	11,301.72	
Idaho State Tax Commission	State Payroll Taxes	11/23/2016	2,306.00	
CCDC Employees	Direct Deposits Net Pay	11/23/2016	30,802.30	
PERSI	Retirement Payment Total Payroll	11/23/2016 _	10,379.05 121,230.35	
Other:				
Idaho Power (autopayment)	October electricity bills - AutoPay	November 2016	75.14	
Intermountain Gas	October electricity bills - AutoPay	November 2016	9.41	
	nen November Utilities - AutoPay	November 2016	454.37	
JS Bank Credit Cards	Credit Cards	11/9/2016	5,857.64	
Paid Invoice's	Other Paid Invoice's	November 2016 _	103,580.50	
Total Paid Invoices	Total Checks and Electronic payments	_	109,977.06	
Grand Totals	Total Payments	=	\$ 348,965.53	
Reviewed by: Finance Director	Reviewed by:	Reviewed by: Board Member		
	the tolk	Dazm		

Date:

Date:

Date:

CAPITAL CITY DEVELOPMENT CORP

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2016 - 11/30/2016

Page: 1 Dec 05, 2016 10:38AM

Report Criteria:

Detail report type printed

Deta	ii report type printed						
Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1316	Blue Cross of Idaho	1627700028	Health Insurance - Novemb	11/01/2016	19,228,61	62171	11/01/2016
To	tal 1316:				19,228.61		
1385	Boise City Utility Billing	0447416001 0548469002	848 Main St # 0447416001 CD 107 S 9th-Trash servic	11/01/2016 11/01/2016	6.65 223.86	10266 10266	11/28/2016 11/28/2016
		0548469002	RM 107 S 9th-Trash servic	11/01/2016	152.22	10266	11/28/2016
		0548469002	WS 107 S 9th-Trash servic	11/01/2016	71.64	10266	11/28/2016
Tot	tal 1385:				454,37		
1556	Caselle Inc.	75893	Contract support - Novemb	11/01/2016	787,33	62172	11/01/2016
Tot	tal 1556:				787.33		
2474	Clark, Max	OCTOBER 2	Travel Reimbursement & P	10/31/2016	306.02	10256	11/14/2016
Tot	al 2474:				306.02		
3972	CMYK Grafix	N1650	6' x 12' Signs for Grove Pla	10/25/2016	1,505,00	62175	11/14/2016
Tol	al 3972 <sup>-</sup>				1,505.00		
3947	Crane Alarm Service	5203	Fire Alarm System - Monito	11/01/2016	25.00	62176	11/14/2016
Tot	al 3947:				25.00		
1703	CSHQA	SEPT2016	Gardner/ESI - VRT Lld Co	09/30/2016	8,485.89	62177	11/14/2016
Tot	al 1703:				8,485,89		
3977	CTA Inc.	125770	Visioning, Master Planning,	10/31/2016	3,435,96	Multiple	Multiple
Tot	al 3977:				3,435.96		
1898	Fiberpipe	1817-17437	Emall, Audio, & Domain	11/01/2016	64,90	62178	11/14/2016
Tot	al 1898.				64,90		
3807	FreedomVoice Systems	2016-110105	Monthly Service	11/01/2016	533.72	62179	11/14/2016
Tot	al 3807:				533.72		
2129	Idaho Blueprint & Supply C	406447	MSS Opening	10/12/2016	90.84	10258	11/11/2016
Tot	al 2129:				90,84		
2165	Idaho Power	2200406607	9th St outlets #220040660	10/31/2016	3,54	10265	11/16/2016
		2200910368	617 S Ash #2200910368	10/31/2016	10.88	10265	11/16/2016
		2201627995 2202934903	9th & State # 2201627995 8th St lights #2202934903	10/31/2016 10/31/2016	3.54 57.18	10265 10265	11/16/2016
Tot	al 2165:		v ngina maaussumpud	10/3 1/20 10	75.14	10203	11/16/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3900	Idaho Records Manageme	0117533	Records Storage	11/01/2016	80.04	62180	11/14/2016
Tot	al 3900:				80,04		
2186	Idaho Statesman	263244 OCT	Legal Notices	10/31/2016	427.62	62181	11/14/2016
Tot	al 2186:				427.62		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	10/21/2016	10,31	10267	11/03/2016
		6948213000	617 Ash St #69482130007	10/21/2016	10.31-	10267	11/03/2016
		6948213000	617 Ash St #69482130007	10/21/2016	.90-	10267	11/03/2016
		6948213000	617 Ash St #69482130007	10/21/2016	10.31	10267	11/03/2016
Tot	al 2240:				9.41		
3966	Involta	0021775	Website Hosting Services	10/31/2016	1,001.00	62182	11/14/2016
Tot	al 3966:				1,001.00		
2288	Jensen Belts	1603-9	2016 LIV District Public Infr	10/31/2016	3,864.00	10259	11/11/2016
2200	ochach bella	1603-9 FY20	2016 LIV District Public Infr	09/30/2016	18,171.11	10259	11/11/2016
=						10200	131112010
lot	al 2288:				22,035.11		
3439	KPFF Consulting Engineer	77228	Proposed Parking at 6th &	09/30/2016	3,115.00	Multiple	Multiple
Tot	al 3439:				3,115.00		
3984	Peak Racks Inc	16123	Bike Racks	10/27/2016	506.00	62184	11/14/2016
Tot	al 3984:				506.00		
2774	Pro Care Landscape Mana	10802	8th Street Corridor - Sprinkl	10/31/2016	67.00	62185	11/14/2016
		10808	617 Ash Street Lawn	10/31/2016	179.00	62185	11/14/2016
		10809	621 & 647 Ash Street Lawn	10/31/2016	203.00	62185	11/14/2016
		10810	8th Street Corridor	10/31/2016	125.00	62185	11/14/2016
		10811	10th & Front Garage	10/31/2016	201.00	62185	11/14/2016
		10812	Hollday Lighting	10/31/2016	576.00	62185	11/14/2016
		10813	Pioneer Street Green	10/31/2016	263.00	62185	11/14/2016
		10814	Plumb St Property	10/31/2016	89.00	62185	11/14/2016
			617 Ash Street Lawn	10/31/2016	31.50	62185	11/14/2016
		10841		10/31/2016	33.00	62185	11/14/2016
		10042	503 S Ash St	10/31/2016	52.00	62185	11/14/2016
Tota	al 2774:				1,819.50		
2801	Quality Electric Inc.	ISV8686	Trailhead Electrical Update	10/26/2016	1,927.33	62186	11/14/2016
Tota	al 2801:				1,927.33		
3653	Redevelopment Associatio	M16006-2	Membership Dues	10/01/2016	850.00	62187	11/14/2016
Tota	al 3653:				850.00		
3896	Rim View LLC	NOVEMBER	Monthly Rent and NNN - Tr	11/01/2016	12,085.02	62173	11/01/2016

CAPITAL CITY DEVELOPMENT CORP

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2016 - 11/30/2016

Page: 3 Dec 05, 2016 10:38AM

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
To	al 3896:				12,085.02		
2888	Roper investments	OCT2016	Capitol Terrace Condo billi	10/31/2016	3,336,52	62188	11/14/2016
Tot	al 2888;				3,336.52		
3542	Security LLC - Plaza 121	NOVEMBER	Office rent - November 201	11/01/2016	10,219,30	62174	11/01/2016
To	al 3542				10,219.30		
3974	Stability Networks Inc.	23444 23469	New Server & Setup Complete Care Network Su	10/31/2016 10/31/2016	5,060.85 1,800.00	62189 62189	11/14/2016 11/14/2016
Tot	al 3974				6,860.85		
3907	Total System Services	102201	HVAC Agreement @ Trailh	10/24/2016	99.56	62190	11/14/2016
Tot	al 3907;				99.56		
3233	United Heritage	02014-001 N	ST & LT Dissability & Life I	11/01/2016	1,939.34	62191	11/14/2016
Tol	al 3233;				1,939,34		
3266	Valley Regional Transit	19513	Bus Passes	10/22/2016	540.00	62192	11/14/2016
Tot	al 3266;				540.00		
3841	VoiceText Communications	10.16.16-109	Conference calls	10/16/2016	22.54	62193	11/14/2016
Tot	al 3841:				22.54		
3365	Westerberg & Associates	191	Legislative Advisement Ser	10/31/2016	2,000.00	10260	11/11/2016
Tot	al 3365				2,000.00		
3374	Western States Equipment	IN000182541	Bldg 8 generator inspection	10/31/2016	252.50	62194	11/14/2016
Tot	al 3374:				252.50		
Gra	and Totals:				104,119.42		

Report Criteria:

Detail report type printed

## CAPITAL CITY DEVELOPMENT CORPORATION Board of Commissioners Meeting Conference Room, Fifth Floor, 121 N. 9th Street November 14, 2016 12:00 p.m.

#### AGENDA

#### I. CALL TO ORDER

Chairman Hale convened the meeting with a quorum at 11:59am

Present were: Commissioner Dave Bieter, Commissioner John Hale, Commissioner Maryanne Jordan, Commissioner Ben Quintana, Commissioner Pat Shalz, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman. Commissioner Stacy Pearson conference-called in. Commissioner Scot Ludwig was 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, Attorney & Contracts Manager; Kathy Wanner, Contracts Specialist, Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Karl Woods, Project Manager; Laura Williams, Executive Assistant/Development Specialist, Also present was Agency legal counsel, Matt Parks (sitting in for Ryan Armbruster).

#### **II. AGENDA CHANGES/ADDITIONS**

There were no changes/additions to the agenda.

#### **III. CONSENT AGENDA**

- A. Expenses
  - 1. Approval of Paid Invoice Report September 2016
  - 2. Approval of Paid Invoice Report October 2016
- B. Minutes and Reports
  - 1. Approval of Meeting Minutes from September 12, 2016
  - 2. Risk-Based Cycling Review: Year 2 of 3, IT System Security
- C. Other
  - 1. Approve Resolution 1467 Records Disposition
  - 2. Approve Resolution 1468 Adopting the Downtown Boise Strategic Parking Plan

Commissioner Zuckerman moved to approve the consent Agenda.

Commissioner Shalz seconded the motion.

All said Aye. The motion to approve the Consent Agenda carried 8-0.

#### **IV. ACTION ITEMS**

#### A. CONSIDER: Resolution 1469 Approving 'Official Intent' Eligible Tax Exempt Expenses

Ross Borden, CCDC Finance Director, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1469 Approving 'Official Intent' Eligible Tax Exempt Expenses

Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

### B. CONSIDER: Resolution 1471 Awarding the 2017 Streetscape Improvements Design Contract to Jensen Belts Associates

Mary Watson, CCDC Contracts Manager & Attorney, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1471 Awarding the 2017 Streetscape Improvements Design Contract to Jensen Belts Associates

Commissioner Shalz seconded the motion.

All said Aye. The motion carried 8-0.

### C. CONSIDER: Award the Front Street Remnant Parcel RFP to Capitol Partners LP

Shellan Rodriguez, CCDC Project Manager, gave a report

Commissioner Zuckerman moved to Award the Front Street Remnant Parcel RFP to Capitol Partners LP

Commissioner Shalz seconded the motion.

All said Aye. Motion carried 8-0.

#### V. INFORMATION/DISCUSSION ITEMS

#### A. Parking Utilization Update

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

#### B. CCDC Alley Program

Matt Edmond, CCDC Project Manager, gave a report

#### C. Downtown Boise Circulator Alternatives Analysis Recommendation

James Pardy, City of Boise P.E., Assistant City Engineer, gave a report

#### D. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

#### **VI. EXECUTIVE SESSION**

A motion was made by Commissioner Zuckerman to go into an executive session at 1:06pm to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code 74-206(1)(c)], and to 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)].

Commissioner Jordan seconded the motion. A roll call vote was taken:

Commissioner Bieter Aye Commissioner Hale Aye Commissioner Jordan Aye Commissioner Shalz Aye Commissioner Quintana Aye Commissioner Woodings Aye Commissioner Zuckerman Aye Pending litigation and property acquisition were discussed during the executive session. Commissioner Jordan left before Executive Session was adjourned.

#### VII. EXECUTIVE SESSION ADJOURNMENT

A motion was made by Commissioner Zuckerman to adjourn executive session at 2:09pm and return to the public meeting. Commissioner Shalz seconded the motion. A roll call vote was taken:

Commissioner Bieter Aye Commissioner Hale Aye Commissioner Quintana Aye Commissioner Shalz Aye Commissioner Woodings Aye Commissioner Zuckerman Aye

#### **VIII. REGULAR MEETING ADJOURNMENT**

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

All said Aye. 6-0

The meeting was adjourned at 2:10pm

Pat Shalz, Secretary

#### CAPITAL CITY DEVELOPMENT CORPORATION

Special Board of Commissioners Meeting Conference Room, Fifth Floor, 121 N. 9th Street November 29, 2016 1:00 p.m. A G E N D A

#### I. CALL TO ORDER

Chairman Hale convened the meeting with a quorum at 1:03 p.m.

Present were: Commissioner John Hale, Commissioner Dana Zuckerman, Commissioner Pat Shalz, Commissioner Scot Ludwig, Commissioner Dave Bieter, Commissioner Ben Quintana, Commissioner Ryan Woodings

Absent were: Commissioner Maryanne Jordan, Commissioner Stacy Pearson

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Shellan Rodriguez, Project Manager; Doug Woodruff, Project Manager; Laura Williams, Executive Assistant/Development Specialist. Also present was Agency legal counsel, Ryan Armbruster.

#### II. AGENDA CHANGES/ADDITIONS

There were no changes/additions to the agenda.

#### III. ACTION ITEMS

There were no action items.

#### IV. INFORMATION / DISCUSSION ITEMS

#### A. RFQ/P Overview

Shellan Rodriguez, CCDC Project Manager, gave a report

#### B. Ash Street Proposals Presentations, and Q&A

#### 1. deChase Miksis Proposal Presentation

Mark Edlen, Managing Partner - Gerding Edlen Development, Mark Sindell, Principal - GGLO Design, Gunner Gladics, sustainability expert/architect - Pivot North Architecture, and Dean Papé, Partner - deChase Miksis gave a report

#### 2. KC Gardner Company Presentation

David Wali, Executive VP, Gardner Company; Tommy Ahlquist, Chief Operating Officer, Gardner Company; Bryan Hallowell, RA Architect, CTA, Inc.; Jason Butler, Associate Principal, CTA, Inc. gave a report

#### C. Ash Street Proposals Discussion

The Board of Commissioners determined to make the final proposal award at the regular December board meeting on Monday, December 12<sup>th</sup> at noon.

#### V. ADJOURN

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

All said Ave. 7-0

The meeting was adjourned at 2:48 p.m.

ADOPTED BY THE BOARD OF DI ON THE day of	RECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION, 2016.
	John Hale, Chair
	Pat Shalz, Secretary



#### **AGENDA BILL**

Agenda Subject: Approve Resolution No. 1470, second amendment to the DDA with 620 S. 9 <sup>th</sup> Street LLC extending the construction completion date within the Schedule of Performance from December 2016 to May 2017.  Date: December 12, 2016						
Staff Contact: Shellan Rodriguez  1- Resolution No. 1470 2- Second Amendment to the Disposition and						
Development Agreement  Action Requested:  Approve Resolution No. 1470.						

#### **Fiscal Notes:**

There is no financial request associated with this action.

#### Background:

Since the execution of the Disposition and Development Agreement on October 24, 2014, the project has been making progress as per the agreed up on Schedule of Performance. Before construction began, Phase I of The Afton underwent minor design revisions and additional environmental remediation work was completed. Along with a tight labor market these unforeseen items have delayed the project's overall construction schedule. Although the DDA currently assumes an end of 2016 Phase I construction completion, the completion has been expected to be later based on the construction contract. Given progress made to date a few additional months may be needed before Phase I is completed. The developer has requested an additional five months to complete the construction with a high likelihood the project will exceed that schedule. The Amendment also allows an optional thirty day extension with written Agency approval.

The project is exceeding the developer's expectations in terms of presales and currently there are at least 21 of the 28 units with non-refundable deposits.

The developer is nearing completion of the final design work on Phase 2 and recently the DEQ's public comment period for the Voluntary Remediation Workplan for Phase 2 has been completed with no revisions needed. As Phase I wraps up remediation work will begin on Phase 2, likely in March 2017. Phase 2 closing is expected upon completion of the remediation work likely in May of 2017, simultaneous with the construction completion of Phase 1.

#### **Staff Recommendation:**

Direct staff to finalize and execute the Second Amendment of the DDA.

#### **Suggested Motion:**

I move to adopt Resolution No. 1470 to authorize the Executive Director to execute the Second Amendment to the DDA.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND 620 S. 9TH STREET LLC: AND AUTHORIZING THE CHAIR. VICE-CHAIR. EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS: AUTHORIZING THE EXECUTIVE DIRECTOR SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE SECOND AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS: AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Agency staff and Developer find it necessary to amend the DDA and have negotiated the Second Amendment to the Disposition & Development Agreement between Capital City Development Corporation and 620 S. 9th Street LLC, an Idaho limited liability company (the "Second Amendment"), which is attached hereto as Exhibit A and incorporated herein as if set forth in full;

WHEREAS, the Agency staff recommends approval of the Second Amendment;

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

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

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

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

Section 3: That the Chair, Vice-Chair, or Executive Director and Secretary of the Board of Directors of the Agency are hereby authorized to sign and execute the Second Amendment and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Second Amendment, subject to representations by the Executive Director and the Agency's legal counsel that all conditions precedent to actions and any necessary technical changes to the Second Amendment or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions

of the Second Amendment and the comments and discussions received at the December 12, 2016, Agency Board meeting.

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

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

	APPROVED:
	By:
ATTEST:	Chairman
By:	
Secretary 4835-4056-0166, v. 1	

## Second Amendment to the Disposition & Development Agreement between Capital City Development Corporation and 620 S. 9<sup>th</sup> Street LLC, an Idaho limited liability company

December	,	2016
----------	---	------

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (the "Second Amendment") is entered into this \_\_\_\_\_ day of December, 2016, by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, a public body, corporate and politic (the "Agency"), organized pursuant to the Idaho Urban Renewal Law, Title 50, Chapter 20, Idaho Code, and undertaking projects under the authority of the Local Economic Development Act of 1988 as amended (the "Act"), and 620 S. 9<sup>th</sup> Street LLC, an Idaho limited liability company (the "Developer"), collectively referred to as the Parties and each individually as Party on the terms and provisions set forth below.

#### **RECITALS**

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

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

WHEREAS, on March 24, 2014, the Agency Board approved Resolution No. 1337 selecting Developer for purposes of negotiating an Agreement to Negotiate Exclusively ("Agreement");

WHEREAS, on October 14, 2014, the Agency Board of Commissioners approved Resolution No. 1363 entering into a Disposition and Development Agreement ("DDA");

WHEREAS, under the DDA the Completion of Construction of Phase I shall be no later than 14 months following the Parcel 1 Closing date. The Effective Date of the Parcel 1 Closing is October 7, 2015;

WHEREAS, Developer requested Agency grant an extension of the Completion of Construction of Phase I for an additional five (5) months with an optional thirty (30) day extension in Agency's sole discretion with written Agency approval in order to respond to certain circumstances including:

- (a) Idaho Department of Environmental Quality's environmental findings report and required remediation;
- (b) Minor design changes that required additional Design Review

#### (c) A longer than expected construction schedule

WHEREAS, in order to provide the Developer and CCDC the opportunity to accommodate the circumstances set forth above, it has become necessary for the parties to enter into this Second Amendment to extend the Completion of Construction of Phase 1 for an additional five (5) months to on or before May 7, 2017, with an optional thirty (30) day extension in Agency's sole discretion with written Agency approval;

NOW, THEREFORE, the parties hereto agree as follows:

#### **AGREEMENTS**

Attachment 4. SUBSTITUTED SCHEDULE OF PERFORMANCE.

The Schedule of Performance, Attachment 4 to the DDA, is hereby revised so that item 13 is due 19 months following the Parcel 1 Closing or no later than May 7, 2017. An additional thirty (30) day extension may be granted by CCDC at its sole discretion and must be approved in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date set opposite their signatures. The effective date of this Second Amendment shall be the date this Second Amendment is signed by the Agency.

	AGENCY:
, 2016	THE URBAN RENEWAL AGENCY
	By John Brunelle, Executive Director
	Attested By,
, 2016	DEVELOPER: 620 S. 9 <sup>TH</sup> STREET LLC, an Idaho limited liability company
	By: HORMAECHEA DEVELOPMENT LLC, an Idaho limited liability company Its: Manager
	Ву:
	Michael Hormaechea, Manager

STATE OF IDAHO	)		
	) ss.		
County of Ada	)		
On this d	ay of December, 20	016, before me,	, the
	=	county and state, personally appear	
		fied to me to be the Executive Direc	
		ed to me to be the Secretary, respe	
<b>Urban Renewal Agency</b>	of Boise City, also	known as the Capital City Developm	nent Corporation,
the public body, corpor	rate and politic, tha	t executed the within instrument o	n behalf of said
Agency, and acknowled	lged to me that suc	ch Agency executed the same.	
IN WITNESS WE	HEREOF I have here	eunto set my hand and affixed my o	fficial seal the day
and year in this certific			molar scar the day
<b>,</b>			
		Notone Dublic for Idobo	
		Notary Public for Idaho	
		Residing at Commission Expires	
		COMMISSION EXPIRES	
STATE OF IDAHO	)		
	) ss.		
County of Ada	)		
On this da	v of December, 201	L6, before me,	the
		State, personally appeared Michael	
		ger of HORMAECHEA DEVELOPMEN	
		620 S. 9TH STREET LLC, an Idaho lim	
	,,	oility company's name to the forego	•
		d the same in said limited liability co	
_		Ý	
		eunto set my hand and affixed my o	fficial seal the day
and year in this certific	ate first above writ	ten.	
		Notary Public for Idaho	
		Residing at	
		Commission Expires	



#### **AGENDA BILL**

#### **Agenda Subject:**

Amendment to Financial Advisory Services Agreement with Piper Jaffray & Co.

#### Date:

December 12, 2016

#### **Staff Contact:**

Ross Borden, Finance Director

#### Attachments:

- 1. Resolution 1472
- 2. Second Amendment to Financial Services Agreement

#### **Action Requested:**

Adopt Resolution 1472 amending the financial advisory services agreement with Piper Jaffray & Co. to include services for the FY 2017 RMOB \$13.0 million financing.

#### Background:

The Agency has contracted for financial advisory services from essentially the same firm for the past ten years. That firm was originally known as Regional Financial Advisors (a division of SNW Securities), then Seattle Northwest Securities and now, Piper Jaffray & Co.

The current contract was approved by the Board on October 15, 2014, with a termination date of December 31, 2018 (Resolution 1365). That agreement was first amended in August 2015 to include financial advisory services for the Agency's issuance of Redevelopment Bond, Series 2015, \$5.0 million principal amount, for projects in the Central District (Resolution 1400).

The Agency's FY 2017 Original budget adopted by the Board in August 2016 included a \$13.0 million financing for three projects in the River Myrtle-Old Boise urban renewal district. This second amendment to the original agreement is for financial advisory services related to the evaluation and preparation for that financing.

#### **Fiscal Notes:**

The proposed fee schedule is \$2.50 per \$1,000 of bonds, subject to a \$25,000 minimum and a \$70,000 maximum fee payable upon closing of the financing. A \$13.0 million financing would incur a financial services fee of \$32,500 to be covered as an issuance cost.

**Staff Recommendation:** Adopt Resolution 1472.

#### **Suggested Motion:**

I move adoption of Resolution 1472 amending the financial advisory services agreement with Piper Jaffray & Co. to include the FY 2017 RMOB \$13.0 million financing.

#### **RESOLUTION NO. 1472**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE SECOND AMENDMENT TO FINANCIAL SERVICES AGREEMENT WITH PIPER JAFFRAY & CO.; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO FINANCIAL SERVICES AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 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 entered into a Financial Services Agreement with Piper Jaffray & Co., dated October 15, 2014, allowing for financial advisory services relative to specific projects as well as general financial analysis and advice ("Agreement"); and,

WHEREAS, the Agreement was amended in August 2015 to include financial advisory services for the Agency's issuance of Redevelopment Bond, Series 2015, \$5.0 million principal amount, for Agency projects in the Central urban renewal district; and,

WHEREAS, the Agency's FY2017 Original Budget, adopted by the Agency Board in August 2016, included a \$13.0 million financing for three projects in the River Myrtle-Old Boise urban renewal district; and,

WHEREAS, Agency staff and Piper Jaffray & Co. have drafted a Second Amendment to Financial Services Agreement, attached as Exhibit A, to allow Piper Jaffray & Co. to provide financial advisory services for the \$13.0 million financing; and,

WHEREAS, Agency staff recommends approval of the Second Amendment to Financial Services Agreement, and the Agency Board finds it in the best interest of the Agency to approve 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 the Second Amendment to Financial Services Agreement, set forth as Exhibit A hereto, be and the same is hereby approved.

Section 3: That the Board hereby authorizes the Executive Director to sign and enter into the Second Amendment to Financial Services Agreement, and, further, is hereby authorized and directed to execute all necessary documents required to implement the Second Amendment to Financial Services Agreement, subject to representations by Agency legal counsel that all conditions have occurred; the Executive Director is further authorized to approve and accept any necessary technical changes to the Agreement, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement presented to the Agency Board at its December 12, 2016, meeting; the Executive Director is further authorized and directed to perform any and all other duties required pursuant to the Agreement, including the expenditure of funds.

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

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

By: \_\_\_\_\_\_\_
John Hale, Chairman

ATTEST:

By: \_\_\_\_\_\_
Secretary

#### ATTACHMENT 2

#### SECOND AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This Second Amendment to Financial Services Agreement, is entered into the 7<sup>th</sup> day of November, 2016, by and between Capital City Development Corporation (the Issuer), and Piper Jaffray & Co. (the Financial Services Provider).

#### **RECITALS**

WHEREAS, the Issuer and the Financial Services Provider entered into a Financial Services Agreement dated October 15, 2014, as amended by that First Amendment to Financial Services Agreement, dated August 10, 2015, (the "Agreement") and

WHEREAS, the Issuer desires to amend the Agreement to include additional Projects; and

WHEREAS, the Issuer desires to engage the Financial Services Provider to render the services with respect to an additional Project.

NOW THEREFORE, the parties agree as follows:

1) The Agreement is hereby amended to include the following Project in the scope of services to be provided under the Agreement:

Financial Advisory services related to the evaluation, preparation and possible financing of projects within the River-Myrtle Revenue Allocation Area during calendar year 2017 (the "2017 Financing Project").

Proposed Fee schedule: \$2.50 per \$1,000 of bonds, subject to a minimum \$25,000 fee and a maximum \$70,000 fee. The proposed fee will be due and payable to the Financial Services Provider upon the completion and closing of the 2017 Financing Project.

2) The letter dated June 21, 2016, and attached as Exhibit A, that includes certain required disclosures under MSRB Rule G-42 is hereby incorporated into the Agreement.

This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Financial Services Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CAPITAL CITY DEVELOPMENT CORPORATION

By: \_\_\_\_

Title: Executive Director

Date: \_\_\_\_

PIPER JAFFRAY & CO.

Title: Managing Director
Date: November 7, 2016

## EXHIBIT A MSRB Rule G-42 and FINANCIAL SERVICES AGREEMENT

## PiperJaffray.

101 S. Capitol Blvd, Suite 603, Boise, Idaho 83702 Tel: 208-344-8577 | Fax: 208-345-9952 Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

Dated: June 21, 2016

John Brunelle, Executive Director Capital City Development Corporation 121 N. 9<sup>th</sup> St. Suite 501 Boise, Idaho 83702

Re: New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship

Dear Mr. Brunelle,

This letter is being provided to you because of the new Municipal Securities Rulemaking Board (MSRB) Rule G-42, (which we refer to herein as the Rule), effective June 23, 2016, which will apply to Piper Jaffray in its capacity as a financial advisor or municipal advisor to you. The Rule applies to all municipal advisors. The Rule applies in connection with our current engagement under FINANCIAL SERVICES AGREEMENT dated October 15, 2014 (the "Agreement") between Piper Jaffray & Co. ("us" or "Piper Jaffray") and the CAPITAL CITY DEVELOPMENT CORPORATION ("you" or the "Client"). The Rule generally requires that we make certain disclosures. It also requires that we affirm in writing certain aspects of our existing relationship. This letter will serve as written documentation required by our regulators under the Rule of certain specific terms, disclosures and other items of information relating to our relationship. We ask that you acknowledge receipt of this letter and if you have any questions, we invite you to contact your Piper Jaffray municipal advisor, Eric Heringer directly.

- 1. <u>Scope of Services</u>. (a) *Services to be provided*. We are required under the Rule to affirm the scope of the services we have agreed to provide for you and any limitations on the scope. We believe the Scope of Services with respect to our engagement is as described in the Agreement. If you disagree with this assessment, or desire to amend the Scope of Services, please contact us accordingly.
- (b) *Limitations on Scope of Services*. The Scope of Services is subject to the limitations as may be provided in the Agreement. In addition, the following further limitations apply. With respect to any preliminary or final official statement, Piper Jaffray will assist in performing a review of certain information in the preliminary or final official statement, if any, at your direction and will review the accuracy of certain information respecting the bond issue set forth therein such as mathematical tables, including with respect to bond prices, yields, debt service schedules and coverage ratios. Piper Jaffray is not responsible for the preparation of the preliminary or final official statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Unless explicitly directed by you in writing and included in the Agreement, the Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Scope of Services also does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing. Finally, the Scope of Services does not include review or advice on any feasibility study.

(c) *IRMA status*. Piper Jaffray requests that you provide to us, for review prior to posting or mailing, any written representation of you contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) (i.e. an IRMA letter) that references Piper Jaffray, its personnel and its role as IRMA.

2. Piper Jaffray's Regulatory Duties When Servicing the Client. The Rule requires that Piper Jaffray make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for any advice provided by Piper Jaffray to you. The rule also requires that Piper Jaffray undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Piper Jaffray is also required under the rule to use reasonable diligence to know the essential facts about you as the Client and the authority of each person acting on your behalf.

Accordingly, Piper Jaffray seeks your assistance and cooperation and that of your agents (for example, bond or disclosure counsel) in carrying out these regulatory duties, including providing to us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if you ask Piper Jaffray to provide advice with regard to any recommendation made by a third party such as an underwriter, because we have regulatory duties to document the suitability of that recommendation, we request that you provide to us written direction to do so as well as any information you have received from such third party relating to its recommendation.

- **3.** <u>Term.</u> The term of Piper Jaffray's engagement and the terms on which the engagement may be terminated are as provided in the Agreement.
- 4. <u>Compensation</u>. The form and basis of compensation for Piper Jaffray's services are as provided in the Agreement.
- **5.** Required Disclosures. The Rule requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.
- (a) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. As a broker-dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. We are required to provide you with disclosures of potential conflicts of interest related to the fees due to us under the Agreement. If the compensation paid by you is based on the size of an issue, while this form of compensation is customary in the municipal securities market, it may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you, or create an incentive for Piper Jaffray to advise you to increase the size of the issue. If the fees expected to be paid by you are in a fixed amount established at the outset of the agreement, the amount is usually based upon an analysis by you and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict

of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. If the fees expected to be paid by you are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, this form of compensation presents the appearance of a conflict or a potential conflict of interest if we do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, any contingent-based compensation, i.e. based upon the successful delivery of the issue, while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you. We believe that each of these potential conflicts of interest are mitigated by our duty of care and fiduciary duty to you and by the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to you, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

- (b) Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.
- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.
- (c) How to Access Form MA and Form MA-I Filings. Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.
- (d) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or

disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Piper Jaffray & Co.

Title: Managing Director

Date: June 21, 2016

**ACKNOWLEDGED:** 

CAPITAL CITY DEVEOLOPMENT CORPORATION

itle: Execut

DIRECTOR

Date:



#### **AGENDA BILL**

Date:

Resolution 1473 or 1474	12/12/2016						
Approve one Resolution, direct staff to finalize and execute the Agreement to Negotiate Exclusively with the development entity chosen as the successful respondent for the Ash Street Workforce Housing RFQ/P.							
Staff Contact:	Attachments:						
Shellan Rodriguez	1) Resolution 1473 or 1474						
	2) Summary of Ash Street RF	Q/P Priorities					
	<ol><li>RFQ/P Response from deC</li></ol>	hase Miksis					
	4) deChase Miksis Presentation	on Slide Show					
	5) RFQ/P Response from Gardner Company.						
	6) Gardner Company Present	ation Slide Show					

#### **Action Requested:**

Agenda Subject:

Adopt Resolution 1473 or 1474 to direct staff to finalize and execute the Agreement to Negotiate Exclusively with determined development entity.

#### **Background:**

#### Timeline

**June 13, 2016**: CCDC Board discussed and provided direction regarding the process, requirements and timing of the Ash Street Workforce Housing RFQ/P

September 12, 2016: Board approved the RFQ/P

**September 28 - October 23, 2016**: The approved RFQ/P was email blasted to over 250 individuals and businesses as well as advertised a total of nine (9) times in the following publications: Idaho Statesman, Idaho Business Insider, Idaho Business Review.

**November 15, 2016**: RFQ/P deadline. Two proposals were received by deChase Miksis as the Developer and by Gardner Company as the developer.

**November 18, 2016**: Staff submitted both responses to the CCDC Board, acting as the RFQ/P review panel, as complete responses.

**November 29, 2016**: CCDC held a special Board Meeting to discuss the proposals, hear respondents' presentations and have a brief Question and Answer session with each development team. The Board determined a formal decision would be made at the December 12, 2016 regularly scheduled board meeting.

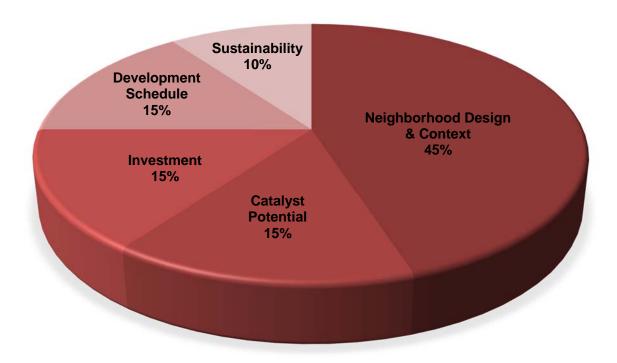
#### I. Ash Street RFQ/P Summary

#### a. Minimum Thresholds:

i.	Cover Sheet	Acknowledge	ement & Release
iii.	Development Team Information	Portfolio / Re	sume
٧.	Project Summary	Development	t Budget
vii.	Timeline	. Green Build	ing Certification
ix.	Project Drawings		

#### b. RFQ/P Stated 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.



#### • 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 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 Myrtle-Old Boise Urban Renewal Plan.

The surrounding context is comprised of mostly 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 building 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 preferred. Proposals adding needed amenities or services to the area, either on-site or in another location will also be preferred. 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 together with specific actions in the proposal which lead to accomplishment of the vision.

Proposals that include the permanent displacement of existing residents will not be preferred.

#### • 15%: INVESTMENT

Projects which invest more in the redevelopment of the Project 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- Old Boise Urban Renewal District. The investment 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 as well as whether the improvements will be subject to property tax. 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 be deemed incomplete and will not advance

The Agreement to Negotiate Exclusively ("Agreement") was is included within the RFQ/P as Appendix 10, and therefore each of the Developers have received it. Minor updates to the Agreement have been made by staff and legal counsel and are shown underlined in the Agreement, an Attachment to the Resolution.

#### **Fiscal Notes:**

This step involves staff time and minimal legal review of the Agreement. Additionally this step includes the procurement of a ReUse Appraisal for an estimated \$5,000 - \$7,500.

#### Staff Recommendation:

Adopt one of the resolutions attached, either 1473 (Developer: deChase Miksis) or 1474 (Developer: Gardner Company) the review panel determine which proposal and development should continue to work with staff to execute the Agreement. Clearly give Provide additional direction and approve the Ash Street RFQ/P and the proposed process and schedule.

#### **Suggested Motion:**

Move to adopt **Resolution 1473**, direct staff to negotiate, finalize and execute the Agreement to Negotiate Exclusively with the deChase Miksis, the successful respondent of the Ash Street Workforce Housing RFQ/P.

#### OR

Move to adopt **Resolution 1474**, direct staff to negotiate, finalize and execute Agreement to Negotiate Exclusively with Gardner Company, the successful respondent of the Ash Street Workforce Housing RFQ/P.

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, AUTHORIZING AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AN AGREEMENT TO NEGOTIATE EXCLUSIVELY BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND DECHASE MIKSIS; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT 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 of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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

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

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

WHEREAS, Agency owns certain real property 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) (collectively the "Site");

WHEREAS, the Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the River Myrtle-Old Boise Plan through the redevelopment of the Site in which could also serve as a catalyst for redevelopment of other properties in the vicinity;

WHEREAS, Agency staff and Developer included a sample Agreement to Negotiate Exclusively ("Agreement") in the RFQ/P, a slightly revised copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full, which contemplated the negotiation of an agreement concerning the disposition of the Site to Developer by Agency and the development of the Site by Developer;

WHEREAS, following the publication of an RFQ/P in the Idaho Statesman newspaper on September 30, 2016, October 8, 2016, October 14, 2016 and October 19, 2016, Agency received two proposals for development of the Site;

WHEREAS, the Agency Board considered the proposals at an open meeting on November 29, 2016, and interviewed the proposers at that time;

WHEREAS, the Agency Board selects the proposal from DeChase Miksis as the highest ranked proposal;

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

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

<u>Section 1</u>: That the above statements are true and correct.

Section 2: That the Chair, Vice-Chair, or Executive Director and Secretary of the Board of Directors of the Agency are hereby authorized to negotiate the final terms of and make any necessary technical changes to the Agreement or other documents, sign and enter into the Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to actions and 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 comments and discussions received at the December 11, 2016, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on December 11, 2016. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 11, 2016.

ADDDOV/ED:

	ALLINOVED.	
	By:	
	Chairman	
ATTEST:		
By:		
Secretary		
4841-9345-8749, v. 1		

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, AUTHORIZING AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AN AGREEMENT TO NEGOTIATE EXCLUSIVELY BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AND GARDNER COMPANY; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT 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 of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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

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

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

WHEREAS, Agency owns certain real property 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) (collectively the "Site");

WHEREAS, the Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the River Myrtle-Old Boise Plan through the redevelopment of the Site in which could also serve as a catalyst for redevelopment of other properties in the vicinity;

WHEREAS, Agency staff and Developer included a sample Agreement to Negotiate Exclusively ("Agreement") in the RFQ/P, a slightly revised copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full, which contemplated the negotiation of an agreement concerning the disposition of the Site to Developer by Agency and the development of the Site by Developer;

WHEREAS, following the publication of an RFQ/P in the Idaho Statesman newspaper on September 30, 2016, October 8, 2016, October 14, 2016 and October 19, 2016, Agency received two proposals for development of the Site;

WHEREAS, the Agency Board considered the proposals at an open meeting on November 29, 2016, and interviewed the proposers at that time;

WHEREAS, the Agency Board selects the proposal from Gardner Company as the highest ranked proposal;

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

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

<u>Section 1</u>: That the above statements are true and correct.

Section 2: That the Chair, Vice-Chair, or Executive Director and Secretary of the Board of Directors of the Agency are hereby authorized to negotiate the final terms of and make any necessary technical changes to the Agreement or other documents, sign and enter into the Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to actions and 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 comments and discussions received at the December 11, 2016, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on December 11, 2016. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 11, 2016.

ADDDOV/ED:

	ALLINOVED.	
	By:	
	Chairman	
ATTEST:		
By:		
Secretary		
4817-9490-6685, v. 1		



#### 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 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"); with the jurisdictional area of the River Myrtle – Old Boise Plan referred to herein as the "Project Area"; and

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

In order to achieve the objectives of the River Myrtle – Old Boise 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 addresses of 503, 509, 511, 623, & 647 South Ash Street, Boise, Idaho 83702 (the "Site") as described on Exhibit A; and

Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the River Myrtle – Old Boise 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 September 30, 2016, October 8, 2016, October 14, 2016 and October 19, 2016, Agency received 2 proposals for development of the Site; and

At a public meeting on December 12, 2016, 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 <u>Ten</u> Thousand Dollars (\$10,000) 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 November 15, 2016 (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
- 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 or to request CCDC Board action in approving the Development Plan in the event it is substantially different than Exhibit B as determined by Agency Staff. 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 <u>Six Hundred Thousand and Forty Five Dollars (\$645,000)</u>.

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 \$\frac{\$645,000}{}\$ 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

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 River Myrtle – Old Boise 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.

#### Section 1003 Right to Negotiate with Other Parties After Termination

Should the Parties fail to negotiate and execute the DDA, Agency will contact the other proposers that submitted responses to the Agency's RFQ/P and commence negotiations with the next highest ranked proposer, and so forth until the Agency negotiates and executes a DDA or, in its discretion, terminates the negotiations.

		Itc

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>

STATE OF	
County of	ss: )
said state, personally ap Development Corporation	ay of, 2016, before me, a notary public in and for peared John Brunelle, Executive Director of the Capital City on, the person whose name is subscribed to the foregoing edged to me that he executed the same on behalf of the at Corporation.
IN WITNESS WH year in this certificate firs	EREOF, I have hereunto set my hand and seal, the day and st above written.
	NOTARY PUBLIC for Idaho Residing at: Commission Expires:
STATE OF	) ss:
County of	_)
identified to me to be the Liability Company known executed the within instacknowledged to me that	v appeared, known or he of an Idaho Limited
IN WITNESS WH year in this certificate firs	EREOF, I have hereunto set my hand and seal, the day and st above written.
	NOTARY PUBLIC for Idaho Residing at: Commission Expires:

Exhibit A Legal Description of the Site





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

Ash Street Properties RFQ/P Priorit	ies	dectiage willists	aidnet
All points are awarded relative to other proposals received and at the discretion of reviewer.	+/-	86, 6	- Gy
Neighborhood Design & Context	45%		
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.			
Catalyst Potential	15%		
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.			
Investment	15%		
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.			
Development Schedule	15%		
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.			
Sustainability	10%		
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 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.			
TOTAL	100%		



November 15, 2016

Capital City Development Corp. Attn: Shellan Rodriguez Project Manager 121 9th St, Suite 501 Boise, ID 83702

VIA: HAND DELIVERY

RE: Ash Street - Workforce Housing Development Proposal

Dear Ms. Rodriguez.

Please find attached proposal in response to the RFQ/P for the above referenced project. Our development team is honored to provide Capital City Development Corp (CCDC) a proposal to redevelop this property. Our goal is to create a vibrant, pedestrian friendly, mix of uses to re-create the oldest in-town neighborhood in Boise.

Although the RFQ/P outlined the four parcels along Ash Street north of the historic Hayman House, our vision extended beyond these property lines. This was to ensure our proposed project works within the current context of the neighborhood but also as a catalyst for the future new development. Our proposal meets the requirements of the RFQ/P and could be developed as a stand-alone project.

Working closely with Preservation Idaho we reviewed the current historical properties in the neighborhood, most notably the Hayman House. You will notice that our design creates a seamless transition from the single-level Hayman House at the south end of the property to a multi-story building at the north end of the property. Creating a natural park-like buffer around the Hayman House, that would connect to Kristin's Park to the west of the property.

We met with the Boise Parks Department about the connection to this park and possible inclusion of the park-line area as a public park. They like the design and supported the option to include it as a public park.

We also met with the City of Boise to discuss long-term plans for their property at Ash Street and Grand Street. They currently have no plans for the property but would support a redevelopment for the betterment of the community. Such redevelopment would need to consider the current tenants and their long term goals.

Giraffe Laugh, one of the City's tenants at Ash street and Grand Street, expressed support for our proposed plan in a meeting we had with them last week. They feel more opportunities for work-force families in the neighborhood is a good addition along with neighborhood retail. They have found at locations where pre-schools are within other retail center or close to retail have been a positive impact on their operations.

We feel the addition of twenty-three family focused townhomes, eight flats, and a small neighborhood retail with a focus on the neighborhood's greater needs is a perfect response to CCDC's RFQ/P.

Please review the attached and contact me if you have any questions at 208.830.7071.

Sincerely,

J. Dean Papé

Enclosed: Ash Street - Workforce Housing Development Proposal via portable drive



# **Cover Sheet**

Ash Street Properties RFQ/P Submittal	
Please print or type all required information	
Respondent Contact Information	
Development Entity Yet to be formed	
Contact Person Dean Pape'	
Title Manager/Developer	
Role in Development Entity Developer	
Address PO Box 733, Boise, Idaho 83701	
Phone 208-830-7071	
Email Address dean@dechase.com	
By signing this required Cover Sheet, the Respondent indicates the information in the any clarifying information, as contained in the Appendices, has been taken into consid preparation of this proposal.	_
Signature Date _15-Nov-16	-
Print or Type Name _J. Dean Pape'	-
Print or Type Title <u>Managing Member for TBD Development Entit</u>	ty

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: Member/Owner - deChase Miksis

Date: 15-Nov-16

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.
  - 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.

Dy.\_

Date:

Team Identification

### **Development Entity**

The lead development entity is a yet to be formed or registered LLC. Members of the entity include Dean Papé and Mark Edlen, with possible additional members to be finalized and fully disclosed to CCDC and the selection committee at such time our proposal is chosen for the next stage of the process.

Dean Pape was a member of Gerding Edlen Development and worked with Mark Edlen on a handful of projects, most notably the first projects in Portland's South Waterfront: The Meriwether condominiums and OHSU Center for Health and Healing.

Members of the development team (Dean Pape, Tom Sheldon, Mark Sindell, and John King) all are working on the development of the 5th and Idaho project in Boise. 5th and Idaho will be the newest mixed-use multifamily, retail, and public park in the Old Boise District. The project takes into account an adjacent historic building, and pays homage to the building's story and architecture, as well as its place within the neighborhood. The project is in collaboration with CCDC and Boise Parks & Recreation.

### Developer



deChase Miksis specialize in the execution of complex mixed use, multi-family, office and

commercial development projects. The team at deChase Miksis has been involved with the visioning, design, and construction of over 2,000,000 sq. ft. of commercial and multifamily real estate projects. Our values based company that ensures that our client's interests are represented through every stage of development, helping navigate complexity, save time, minimize risk, and maximize return.

Depending upon client needs, we can manage every aspect of the development process from identifying properties for potential acquisition to asset management. deChase Miksis knows development. We combine process driven project management systems with a focus on design and efficiency, to help our clients create buildings that inspire.

**Address:** P.O. BOX 11942

Eugene, OR 97440

**Phone:** Dean Papé - 208.830.7071

Email: dean@dechase.com

### Developer

### GERDINGEDLEN

Gerding Edlen is a commercial real estate development and investment management firm, known for its pioneering efforts in sustainable, urban, mixed use, transit-oriented development. Gerding Edlen has 80+ projects completed and in the pipeline, including some of the most complex mixed-use projects in the United States.

Gerding Edlen is broadly recognized as one of the foremost sustainable developers in the United States. The firm's stated objective is to develop buildings that achieve net zero, producing more energy than they consume and consuming more waste than they produce. The firm also has a significant public private practices that focuses on community oriented projects. These projects have also involved numerous not-for-profit entities. Gerding Edlen has now developed numerous affordable housing projects consisting of hundreds of homes for those that need it most.

Address: 1477 NW Everett St.

Portland, OR 97209

**Phone:** Mark Edlen - 503.299.6000

Email: mark.edlen@gerdingedlen.com

### **Lead Designer**



Founded in 1986, GGLO has grown from four founding partners with architectural backgrounds to a near

100-person integrated design firm providing architecture, landscape architecture, research, planning, urban design, and interior design with an established reputation as a leader in the Northwest.

Our mission remains the same as it did 30 years ago, to design distinct places where communities of people connect and thrive. We seek to bring the essence of community alive in each of our projects - believing that the fundamental desire to interact and feel a part of something can be evoked through design.

Our work has served a broad spectrum of end users including innovative workforce housing, beautiful open spaces and parks, successful and prosperous planned neighborhoods, premiere hospitality destinations, and senior living communities.

Address: 1301 First Ave. Suite 301

Seattle, WA 98101

**Phone:** Tom Sheldon - 206.902.5464

Email: tsheldon@gglo.com

Team Identification

### **Project Architect**

### PIVOT NORTH

Founded in the summer of 2016, Pivot North Architecture is led

by three principals with 47 years of combined experience leading projects primarily in the State of Idaho and the Treasure Valley. Based in Boise, Pivot North Architecture focuses on providing design services which include architecture, planning, programming and sustainable design.

Our experience is diverse in both project size and building types and we are committed to further establishing our business and relationships in the local community. As the local architectural firm we will use our extensive experience in collaboratively working with nationally recognized design firms to deliver a successful project with meaningful resident representation.

Past successful teaming projects lead by Pivot North Principals include, BSU Football Complex, BSU Stadium Masterplan, Dona Larsen Park, 5th and Idaho Mixed-Use, JUMP and St. Luke's Downtown Masterplan.

Address: 1101 West Grove Street

Boise, Idaho 83702

Phone: John King - 208.720.9947

Email: john@pivotnorthdesign.com

### **Workforce Housing Consultant**

NeighborWorks® Boise is a private non-profit organization, 501(c)(3), whose mission centers around innovative homeownership options

for Idaho's underserved populations. For over 34 years we continue to help families gain healthy homeownership. We offer a full continuum of services including: 278 affordable rental units with supportive resident services, homebuyer education classes, financial fitness coaching, pre-purchase counseling, mortgage lending, acquisition-rehabilitation, homebuilding of affordable 'urban cottages' developed in 'pocket neighborhoods'. Our long-standing events, Paint The Town™ and Rake Up Boise™ continue to have a significate impact in surrounding communities. Each of these efforts lead to safe, happy, and healthy homes that families can afford long-term. We believe the home is where stability and success starts.

Address: 3380 W Americana Terrace Suite 120,

Boise, Idaho 83706

Phone: Bud Compher, Jr. - 208.285.6216

Email: bcompher@nwboise.org

### Historic & Cultural Neighborhood Consultant

**PLANMAKERS** John Bertram believes in energizing and re-using Boise's historic resources. Throughout his 39year career at Planmakers, he has worked to understand the unique character of a site and create places with strong local identity.

Address: 417 S 13th St

Boise, Idaho 83702

Phone: John Bertram - 208.336.1438

Email: jbertramstudio@gmail.com

#### Contractor

VISSER BUILDING CO.

Visser Building Company is a registered

General Contractor in the State of Idaho. VBC was formed in 1998, and have built and maintained a reputation as being a top high-end custom home, light commercial, and multifamily builder in the Boise.

Address: 8312 W Northview St # 120

Boise, Idaho 83704

Phone: Brian Visser - 208.322.5390 brian@visserbuilding.com Email:

### **Engineers**

#### Structural Engineer - Axiom PLLC

Address: 121 N. 9th Street, Suite 401

Boise ID 83702

Lee Harrison - 208.639.4520 Phone:

Email: Iharrison@axiompllc.com

#### **Civil Engineer - KM Engineering**

Address: 9233 West State Street

Boise, Idaho 83713

Phone: Kevin McCarthy - 208.639.6939

Email: kevin@kmengllp.com

#### **MEP Engineer - Musgrove Engineering**

Address: 234 S Whisperwood Way

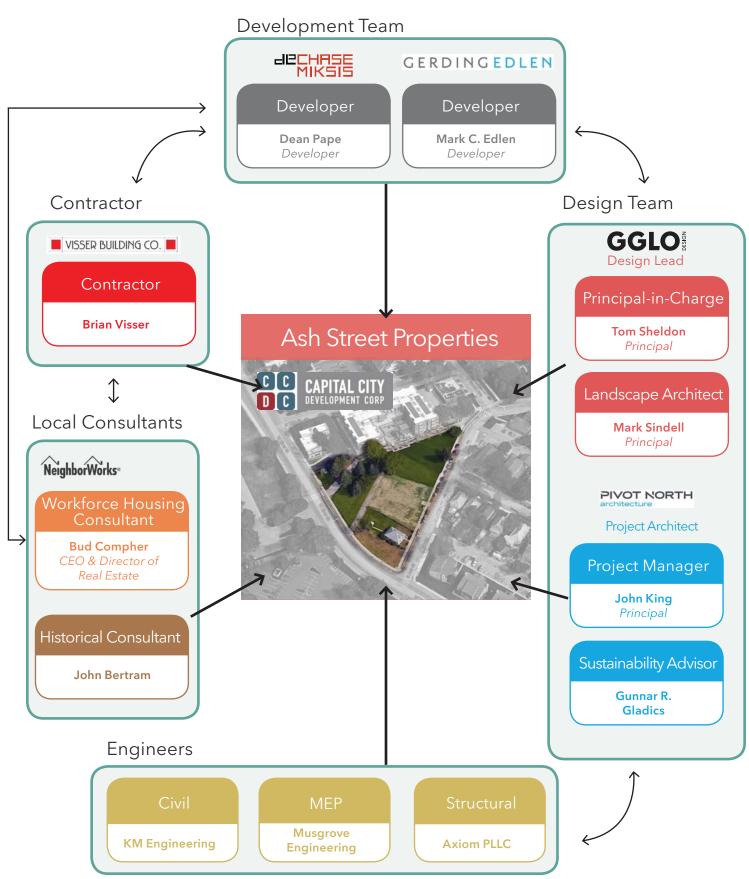
Boise, Idaho 83709

Phone: Charles Paulin - 208.384.2585

Email: CharlesP@musgrovepa.com

# 03 Development Team Information Organizational Chart





#### dechase MIKSIS



Dean Pape

#### Developer

Dean is a partner of the company he established in 2007 as deChase Development Services, now deChase Miksis, and oversees all aspects of

project development. Dean has 12 years of experience in real estate development, construction, financing, and management in Oregon, Idaho, Montana, and Alaska. He is a member of numerous development teams that have won awards and recognition including the OHSU Center for Health and Healing (the first large medical facility to receive LEED Platinum certification) and the Kendall Toyota of Eugene (the first auto dealership to received LEED Platinum).

Dean relocated to Boise in 2013 to continue the management of Kendall Development Group's real estate portfolio, while working with land owners, business owners, and others on other development opportunities. He is currently working with downtown Boise property owners to create a new vibrant, pedestrian friendly, mixed-use district. He is also the managing partner and developer for the 5th and Idaho mixed-use project that will commence construction in the coming months.

#### **Education**

Oregon State University, Bachelor of Science Construction Engineering Mgmt/Business Administration

#### **Professional Affiliations**

Urban Land Institute Leadership Boise Class 2017 CCIM Member

#### **Experience**

Kendall Development Group: 2012-Present

deChase Miksis: 2007 - Present

Gerding Edlen Development: 2003 - 2007

#### **Relevant Project Experience**

Northwest Community Credit Union | Eugene, Oregon

The Janey | Portland, Or

Kendall Toyota of Eugene | Eugene, Oregon

Skybox | Eugene, Oregon\*

Courtside | Eugene, Oregon\*

The Meriwether | Portland, Oregon\*

OHSU Center for Health and Healing | Portland, Oregon\*

\*Project(s) completed while at previous firm(s)

#### GERDINGEDLEN



Mark C. Edlen

#### Developer

Mark Edlen is internationally recognized for his expertise and success in creating sustainable communities in mixed-use commercial, residential,

educational, and retail developments. As Managing Partner of Gerding Edlen, Mark leads a company that is grounded in a socially responsible approach to real estate investment, with the belief that the path to preserving natural resources leads directly to a new urban reality; where transformative buildings and vibrant communities deliver investment quality assets to foster prosperity. In his words, cities are the solution for a growing population.

#### Education

University of Oregon Bachelor of Science Degree, 1975 Master of Business Administration, 1976

#### **Professional Affiliations**

The Clinton Foundation, Climate and Advisory Council Oregon Historical Society, Advisor

Oregon University System, Sustainability & Task Force on Historic Property

Oregon Energy and Planning Council Portland Mayor's Economic Cabinet Sustainability Initiatives Committee

The Portland Parks Foundation, Leadership Council Urban Land Institute

#### Civic Involvement

Bullitt Foundation, Trustee
EcoTrust Board of Directors
Portland State University President's Circle
Portland Ambassadors
Portland Development Commission
SOLV Founders Circle Member

#### **Experience**

Gerding Edlen: 1996 - Present Cushman Wakefield: 1981 - 1996

Xerox: 1976 - 1981

#### **Relevant Project Experience**

**South Waterfront |** Portland, Oregon **The Meriwether |** Portland, Oregon

OHSU Center for Health & Healing | Portland, Oregon

## **GGLO**



Tom Sheldon AIA, NCARB, DBIA Principal-in-Charge

Tom is a senior Principal leading teams on large mixed-use urban infill projects that encompass housing, retail, entertainment

facilities, grocery and other urban uses. He has over 30 years of experience in design and construction of urban mixed-use projects in the major municipalities within Washington, Idaho, Oregon, and Northern California. Tom is an active board member of the WSU School of Design and Construction and holds a Design Building Institute certification. He was the Principal in charge of numerous Urban Mixed Use project in the bay area of San Francisco and the award winning Via6 project in Seattle. Currently Tom is part of a design and construction team developing some of the first market rate urban housing in Boise since the 1940's. Tom's knowledge of design and construction has given him the background to assist clients in the lengthy and ever-changing process of design and permitting, working with the client and local municipalities to achieve winning results.

#### **Education**

Washington State University Bachelor of Architecture, 1984 Bachelor of Science in Architectural Studies, 1983

University of Copenhagen, Denmark Emphasis on mixed-use and high-density housing, 1983

#### Registration

Idaho, Montana, Washington, California, **NCARB** 

#### **Professional Affiliations**

International Conference of Building Officials American Institutes of Architects Design Build Institute of America

#### **Experience**

GGLO: 1995 - Present

#### **Relevant Project Experience**

The Afton Mid-Rise Apartments | Boise, Idaho 5th & Idaho Mid-Rise Apartments | Boise, Idaho Old Boise Master Plan | Boise, Idaho Boise Code Consultation | Boise, Idaho Allez Mid-Rise Apartments | Redmond, Washington

## **GGLO**



Mark Sindell ASLA, LEED® AP BD + C, LFA Landscape Architect Principal

Mark is committed to the creation of vibrant, sustainable places for people. He has over 18 years of experience working corroboratively

with multi-disciplinary design teams providing leadership, design inspiration and technical expertise on complex projects. He is involved on the outset of the design process, ensuring that opportunities for value creation are holistically into each project. Mark's professional experience includes urban infill mixed-use, hospitality and open space projects for both private and institutional clients. Mark's practice has included implementation of green roofs, urban agriculture and rain gardens on the first Living Building in the state of Washington and wide ranging LEED certified projects. He takes pride in getting the most out of each project for his clients.

#### **Education**

Washington State University Bachelor of Landscape Architecture, 1996

University of Macerata, Macerata, Italy Study Abroad Program for Landscape Architecture, 1995

#### Registration

Idaho, Montana, Washington, Oregon **CLARB** LEED® Accredited Professional BD + C Living Future Accredited, LFA

#### **Professional Affiliations**

American Society of Landscape Architects, ASLA Cascadia Green Building Council

#### **Experience**

GGLO: 2001 - Present The Berger Partnership: 1997 - 2001

#### **Relevant Project Experience**

5th & Idaho Mid-Rise Apartments | Boise, Idaho The Afton Mid-Rise Apartments | Boise, Idaho Ann Morison Park Master Plan | Boise, Idaho Boise City Hall Plaza Renovation | Boise, Idaho Old Boise Master Plan | Boise, Idaho Spaulding Ranch Master Plan | Boise, Idaho Rhodes Park | Boise, Idaho Bridges@11th | Seattle, Washington

Resumes

### PIVOT NORTH

architecture



John King NCARB Project Manager

A native of Boise, John returned in 2011 and brought with him experience in a broad range of building types from large scale civic and performing

arts venues, condominiums, custom residential, higher education and mixed-use housing projects. That range of diverse project experience has continued as Boise continues to expand rapidly in many markets.

John has a strong design sensibility and believes that it takes a collaborative effort and contribution from everyone involved for a project to achieve its utmost potential and success. His experience in teaming and working collaboratively with nationally recognized architectural firms on local projects provides an added value to this proposed teaming relationship with GGLO.

#### **Education**

University of Idaho Master of Architecture, 1999 Bachelor of Architecture, 1999

Washington State University, 1994

#### Registration

NCARB Idaho

#### **Experience**

Pivot North Architecture: 2016-present Hummel Architects: 2011-2016 Susan Desko Architects: 2009-2011 Williams-Partners (owner): 2001-2009

FFKR Architecture: 1999-2001

#### **Relevant Project Experience**

5th & Idaho Mid-Rise Apartments | Boise, Idaho 600 Second Street Condominiums | Ketchum, Idaho

River Ranch Cabins | McCall, Idaho

J.U.M.P (Jack' Urban Meeting Place) | Boise, Idaho

Georges Cycles | Boise, Idaho

Boise State Athletic Football Complex | Boise, Idaho

Washington Place Affordable Apartments | Ketchum, Idaho

Bronco Stadium Masterplan | Boise, Idaho

YMCA / Hillsdale Elementary / Library | Meridian, Idaho

Dona Larsen Park | Boise, Idaho

#### PIVOT NORTH

architecture



# Gunnar R. Gladics AIA, cSBA

Sustainability Advisor

Gunnar brings a wealth of experience in project management, building performance, and sustainable design. He has a strong back-

ground in building science, working at the University of Idaho's Integrated Design Lab as an architectural research scientist for five years prior to joining Hummel. He will lead our team in creating high-quality environments that foster more comfortable, more productive, and healthier occupants while using less energy and resources. Including his time working as a research scientist Gunnar has had the opportunity to lead and or consult on a great number of LEED or other sustainably certified projects across the state and region.

#### **Education**

University of Idaho Bachelor of Architecture, 2005

University of Idaho Master of Architecture, 2007

#### Registration

Idaho NCARB

#### **Professional Affiliations**

The American Institute of Architects
Past Associate Director
Past Design Awards Chair
Past AIA+2030 Chair

#### **Experience**

Pivot North: 2016 - Current Hummel Architects: 2013 - 2016

University of Idaho - Integrated Design Lab: 2009 - 2013 Ruscitto/Latham/Blanton Architectura: 2005 - 2009

#### **Relevant Project Experience**

Energy Star Northwest, N.W. Net Zero Homes, An Investigation of Five Homes that Targeted Net Zero Energy

Analysis of Cost Effectiveness for Multifamily Energy Efficiency Measures with Idaho Power

Scott USA Headquarters Mixed-Use Residential |

Ketchum, Idaho





**Brian Visser** 

#### Contractor

Brian Visser is a 3rd generation builder with over 30 years of experience. Brian is a principal partner in Visser Building Company

(VBC). Visser Building Company is a registered General Contractor in the State of Idaho and Arizona and his firm is proposing to act as the Builder/Construction Manager for The Ash Street housing project. VBC was formed in 1998, and have built and maintained a reputation as being a top high-end custom home, light commercial, and multifamily builder in the Boise.

Brian and his team at VBC have a unique skill set. The high-end residential experience brings an understanding of quality design, complicated construction assemblies, and attention to details with a focus on the end-user. VBC's in-depth knowledge of both high-end residential and commercial construction with the use of critical path scheduling, historical cost analysis, and project cost controls continue to build some of the best projects in Idaho.

#### Education

Biola University - 1977 Bachelor of Science

#### Registration

Idaho General Contractor's License (RCE-2080) Arizona General Contractor's License (#209802)

#### **Experience**

Visser Construction Company: 1981 - Present Visser Building Company: 1998 - Present

#### **Relevant Project Experience**

Linder Springs Townhomes | Boise, Idaho
Riverstone International Housing | Boise, Idaho
Northview Office Park | Boise, Idaho
Alpine Village Townhomes | McCall, Idaho\*
Strimple Townhomes | Ketchum, Idaho

# NeighborWorks®



Bud Compher, Jr.

#### Workforce Housing Consultant

Bud is the Chief Executive Officer for NeighborWorks® Boise. He is also the Director of Real Estate, which encompasses land development,

new construction, acquisition-rehabilitation and 5 multi-family apartment communities. He has 23 years of construction experience, including 16 years of direct project management and 13 years in the nonprofit sector.

His knowledge and experience in construction include: developing raw land into subdivision lots in coordination with city, county and state officials; management supervision for the completion of over 100 construction projects of new homes in Idaho with funding exceeding \$13 million; supervising construction of 59 remodeled homes utilizing HUD Neighborhood Stabilization Program with funding of over \$5.7 million and HOME Program funding of over \$3.5 million. Bud is proficient in Green Building methods including the construction of 28 Energy Star and 7 LEED certified homes.

#### **Education**

College of Southern Idaho Associate of Applied Science, 2003

#### **Professional Affiliations**

Urban Land Institute
Idaho Smart Growth
Idaho Contractors Association
Treasure Valley Housing Coordination Committee for the
Boise City/Ada County Continuum of Care
LIV BOISE Committee for the Vista neighborhood

#### **Experience**

NeighborWorks® Boise: 2015 - present

Mercy Housing Northwest - Idaho: 2003 - 2015

#### **Relevant Project Experience**

Bluestar Subdivision | Garden City, Idaho
36 Oak | Garden City, Idaho
Kerr Street Townhomes | Boise, Idaho
43rd Street Cottages | Garden City, Idaho
40th Street Cottages | Boise, Idaho
Ormond Street Cottages | Boise, Idaho

<sup>\*</sup>Project in Entitlement Review

Resumes & References

#### **PLANMAKERS**



### John Bertram

#### Historical Consultant

John Bertram believes in energizing and re-using Boise's historic resources. Throughout his 39year career at Planmakers, he has

worked to understand the unique character of a site and create places with strong local identity. Mr. Bertram has extensive knowledge of the River Street area and its history having prepared the River Street Neighborhood Plan in 1973, living on S.14th St. for 15 years and working at Planmakers office on S. 13th St. since 1983. Planmakers was part of a design team that won the Capitol City Development Corporation competition to stimulate mixed-use development along the Pioneer Corridor, connecting downtown Boise to the river. Most recently Mr. Bertram headed up the fund raising and restoration of the 1864 Surgeon's Quarters at the VA Medical Center.

#### Education

University of Washington, Urban Planning Volunteers In Service to America

#### **Professional Affiliations**

Preservation Idaho American Planning Association National Trust for Historic Preservation

#### **Experience**

Planmakers: 1977 - Present

#### **Relevant Project Experience**

VA Surgeon's Quarters Restoration | Boise, Idaho
Pioneer Corridor Design Team | Boise, Idaho
River Street Neighborhood Plan | Boise, Idaho
Eight Street Marketplace Revitalization | Boise, Idaho
North Bank Project | Boise, Idaho
Log Cabin Literary Center Restoration | Boise, Idaho
Boise Depot Restoration | Boise, Idaho

#### Reference 1



#### Derick O'Neill

**Contact** Planning & Development Services Director

(208) 608-7055

DONeill@cityofboise.org

#### Reference 2



#### Dr. Abe Farkas

**Contact** ECONorthwest Senior Project Director

(503) 200-5084 farkas@econw.com

#### Reference 3



#### John Iglesias

Contact - Northwest Community Credit Union President & CEO

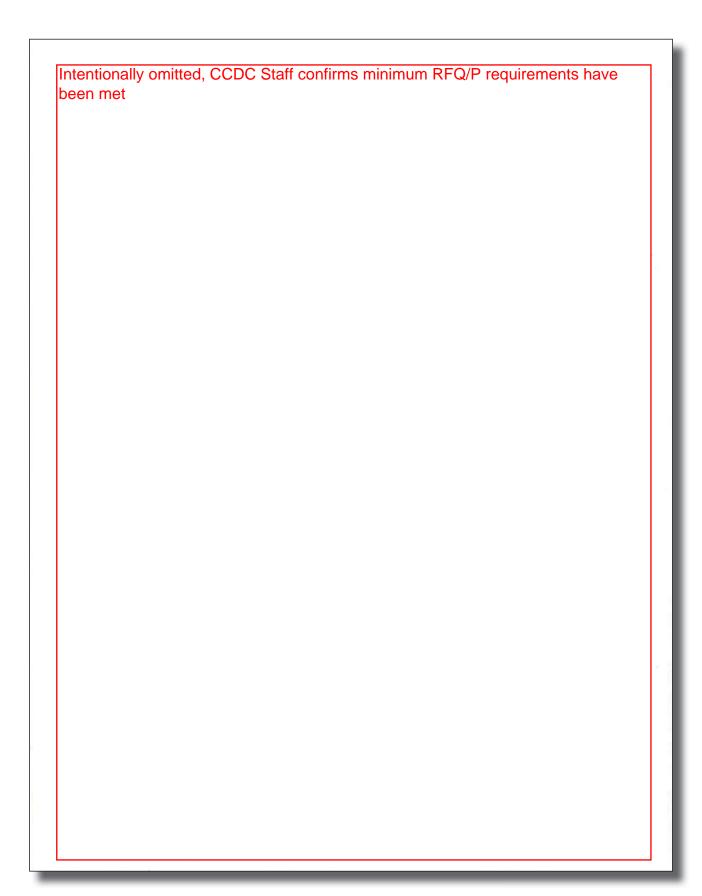
(541) 744-9406 jiglesias@nwcu.com

Financial Statements

The development entity will be created upon selection of the development team by CCDC for this project. Said entity will include Mark Edlen and Dean Pape'. Please find supporting financial information on both Mr. Edlen and Mr. Pape from financial institutions noting their financial capacity or creditworthiness to deliver the proposed project.

peen met	omitted, CCDC Sta	III COIIIIIIIIS IIIIIIII	num Kru/P ie	quirements have	

# 03 Development Team Information Financial Statements



GGLO and its staff are experts in the field of design and over its 30 year history the company's has established itself in key areas, including Residential, Multi-Family Housing, Mixed-Use Commercial, and Urban Design. However, in all its work, integrating the theme of userfocused urban livability as a primary design objective has been a critical success with its project's users, and has provided for commercial success for its clients.

The residential market is multi-faceted, from marketrate to workforce housing; each with its own set of requirements. GGLO is an expert in residential design and continues to expand its expertise in the development of innovative low, mid and high-rise projects around the world. GGLO has produced more than 50,000 residential units and more than 30,000 units in our home city of Seattle; perhaps more than any other Seattle Architecture firm. In 2015 the U.S. Green Building Council named GGLO the nation's Best Residential Design Firm.

GGLO is a leader in wood frame construction throughout our thirty year history. Type V and Type III wood frame construction are the primary building types we have helped our clients develop. GGLO has worked on thousands of homes, in hundreds of buildings of this type of construction. GGLO has assisted municipalities large (Cities of Seattle and Bellevue) and small (Lakewood, WA) create, modify, and implement their building codes to meet the challenges of these types of structures. We are knowledgeable in the nuances, details, and requirements of construction implicit in these buildings.

Whether requirements of building height, structural implications, ratings of walls, or detailing of intersections between walls and floors, GGLO understands wood frame detailing and will bring this expertise to the Ash Street Housing project.

### **GGLO STATS AT A GLANCE**

designed residential units built 24,000+ designed residential units but in Type V construction over I

30 Years experience with designing at building Type V construction experience with designing and

3.5 Million gross square feet of LEED certified spaces

**3 Percent** of all LEED certified residential units in the U.S. is designed by GGLO



AVA U District



Discovery West



Bridges@11th



AMLI SLU 2

Gerding Edlen has over 20 years of experience in creating vibrant, sustainable and inspiring places where people can live, work and learn. Guided by the firm's Principles of Place, Gerding Edlen is committed to developing properties that build community, minimize impact on the environment and add profound value.

Considered one of the nation's leading full service real estate investment, development asset/property management firms, Gerding Edlen has an extensive resume of successful multi-family and mixed-use projects across the nation with vast experience in developing complex properties across all classes including private, public-private, government and education.

Gerding Edlen provides development, project management and construction oversight and works collaboratively with the best and brightest partners in architecture, engineering, construction, design and marketing to ensure projects create compelling spaces that successfully optimize financial objectives.

Gerding is dedicated to ensuring all aspects of the design and execution are aligned, on time and consistent with the project vision, and are experts in securing traditional and innovative sources of funding.

Uniquely grounded in the goals of creating transformational buildings, vibrant communities and investment quality assets, Gerding Edlen is committed to building high quality and deeply sustainable properties that ensure enduring value.

Gerding Edlen is a recognized national leader in sustainability, developing, or redevelopment more than 75 LEED projects.

# GERDING EDLEN SUSTAINABILITY STATS

**LEED Platinum** 

projects designed as of November 2016

50 LEED Gold

projects designed as of November 2016



The Louisa



The Beverly



20 on Hawthorne



Ellleven Condos









## 5th & Idaho Boise, ID

**CLIENT:** 5th & Idaho LLC

GGLO, Dean Pape and John King collaborated together to develop and design the 5th & Idaho project. This multifamily development fits respectfully within the context of the historically-rich and distinct Old Boise commercial district. Surrounded by blocks with a diversity of architectural styles, the design of 5th & Idaho seamlessly integrates with complimentary architecture and pedestrian-scale massing consistent with the district.

The building pays homage to the adjacent historic building by stepping back and inserting a neighborhood gathering space that will become a public park. The design of 5th & Idaho celebrates Paulsen's work through simple, modest materials and forms that are consistent with other projects in the district.

In alignment with Boise's planning goals, 5th & Idaho's parking is all underground or within the alley. This allows the project to make use of its key corners where retail can encourage visitors and residents to gather and create community.







Project designcompleted by team member while at previous firm





# The Afton Boise, ID

**CLIENT:** Capitol City Development Corporation

**STATISTICS:** 1.2 acres

176,583 gross sf 110,583 sf residential

67 units 8,000 sf retail

**SERVICES:** Architecture, Interior Design,

Landscape Architecture

The Afton mixed-use development occupies a prominent position in Boise's warehouse district, an industrial-era holdover from the late nineteenth and early twentieth centuries. As the first major residential development in the district, The Afton is poised to set the stage for future development of the community. The Afton's materials and scale build on the existing identity and character of the district. The first two to three stories will be clad in brick patterns and colors similar to those of the historical buildings surrounding the site, highlighting Boise's historical roots.

The Afton's scale aligns with the district's typical quarter-block lots by splitting the project into two similarly sized buildings, which will allow residents to access an existing alleyway on the site as a pedestrian thoroughfare. The alley is one of the best opportunities to elevate pedestrian mobility in the warehouse district, making The Afton a focal point for the changing neighborhood.







### Old Boise Master Plan Boise, ID

**CLIENT:** Old Boise LLC

GGLO worked with the City of Boise to develop a unified planning study for the Old Boise/Eastside Urban Renewal District to develop a holistic vision and identify future strategies for catalytic development.

The project's vision was to create distinct, vibrant, urban neighborhoods that promotes placemaking through the conversion of surface parking lots into place-based, urban, mixed-use developments. Connecting the downtown core through the development of a safe, balanced mobility system that emphasizes transit, bicycle, pedestrian, and vehicular circulation.

#### Other goals of the project are to:

- Provide a mix and diversity of multi-family housing to support walkable, in-town residential neighborhoods.
- Promote economic development by connecting employment, housing, transportation, and recreation.
- Acknowledge existing Historic Fabric to strengthen an authentic sense of place.
- Build upon existing Neighborhood Performance by creating a model for sustainable innovation on a neighborhood scale.







# The Homes at Fort Lawton Seattle, WA

CLIENT: Rise Properties

STATISTICS: Montana Circle (13 Homes)

> Avg. Home SF: 1,624 sf Completed in October 2015

Officer's Row (13 Homes) Avg. Home SF: 4,777 sf Completed in August 2016

**SERVICES:** Architecture, Interior Design,

Landscape Architecture

The Homes of Fort Lawton describes a landmark community of historic and authentic military housing that has been renovated to modern living standards while preserving each home's original character. The project is surrounded by the natural beauty of Seattle's Discovery Park, and conveniently located 15 minutes from downtown Seattle. These historic homes were originally built between 1899 and 1935 to process military personnel defending the coastline from a naval attack.

Divided into two parcels of thirteen - Montana Circle and Officer's Row, the colonial-revival homes embrace the classic style while merging historical preservation requirements with modernized living needs. Rise Properties held a steadfast commitment to marrying these two goals while creating a place where a community of neighbors that share a passion for their legacy homes could exist in the midst of this tranquil park. These are not just homes for individuals, but a continuation of the site's enduring



story. Re-imagining these historic homes to be a place where a new community of homeowners could invest in the park and its future, together, was paramount.

Working closely with the City of Seattle's Landmark Preservation Board, these compartmentalized homes were re-worked to meet modern day comforts while still allowing residents to appreciate the home's inherent charm. Kitchens were opened up into living spaces with inclusive, casual dining, perfect for hosting parties. Large master suites with gracious bathrooms where possible and powder rooms made convenient to living spaces were arranged for homes. Modern amenities include high-end plumbing and electrical systems, as well as luxury appliances. A careful balancing between restorations and retrofitting ensured the Colonial Revival style was kept, offering equal parts modern and historic - a perfect blend of past and future.



# Allez Redmond, WA

**CLIENT:** Pine Forest Properties, LLC

**STATISTICS:** 1.46 acres

252,168 gross sf 142,178 sf residential

147 units

32,300 sf open space 5,382 sf commercial Completed in 2014

**SERVICES:** Architecture, Interior Design,

Landscape Architecture

Located along the scenic Sammamish River Trail, Allez is a mixed-use development that showcases the spirit and vitality of downtown Redmond. The goal was to create a community that was well positioned for the target market, responds to the site context and enhanced the active lifestyle opportunities of its surroundings.

Allez appeals to both the nature lover and the city-dweller. Lush vegetation on circulation paths and a focus on people-powered transportation further enhance the community and natural aspects of the development along facades facing the river trail, while the North and East facing facades were designed reflect the urban fabric of the adjacent streetscapes.







# Bridges@11th Seattle, WA

CLIENT: Security Properties

STATISTICS: 0.92 acres

> 234,393 gross sf 188,114 sf residential

184 units

17,500 sf outdoor open space

1,394 sf retail Completed in 2015

**SERVICES:** Architecture, Landscape Architecture

Bridges@11th is a transit-oriented residential development in the heart of Seattle's University District that fosters community by focusing on the health and well-being of its residents and the surrounding neighborhood. Driven by the needs of the University of Washington and Seattle Children's Hospital, this innovative model of workforce housing offers employees of these organizations a new housing option within walking and biking distance of work. Bridges is the culmination of a decade old goal of the UW and Seattle Children's to provide housing in the University District, a goal repeatedly articulated in the University District neighborhood plan. With its completion, the new Bridges community fulfills Seattle Children's obligation to replace housing impacted by its campus expansion and achieves goals that both institutions share - to provide quality housing for employees, support recruitment and retention, and contribute to a vital urban neighborhood.



The site planning gestures are complimented by pedestrian and bicycle access from the sidewalk, integrated bicycle parking, seating for varying users, planters, and close proximity to a nearby transit stop. These through-block spaces break up the building massing to increase street connectivity and permeability for residents and visitors. Publicly accessible art installations and active retail uses also contribute to an attractive and engaging streetscape.



# AMLI South Lake Union Seattle, WA

CLIENT: **AMI I Residential** 

PHASE 1 0.7 acre site area

**STATISTICS:** 159, 835 sf residential (175 units)

> 4,002 sf commercial Completed in Spring 2014

PHASE 2 0.47 acre site area

**STATISTICS:** 111,000 sf residential (118 units)

> 6,398 sf amenity space Completion 2015

**SERVICES:** Architecture, Landscape Architecture

Located in Seattle's growing South Lake Union is this twophase multifamily project that interprets timeless forms. The two phases act as counterparts to each other, "Life in Motion" embraces movement and the high energy that is outward focused while "Internal Hearth" is inwardly focused and incorporates a stillness, expressive concept. Both, while different in concept design and materials, they share amenities between the two buildings and overall complement one another.

Phase 1, "Life in Motion" has ground floor retail, a common lobby and lounge mixing with the large public plaza with lush landscaping and a signature specimen tree. An upper level clubroom, theater style courtyard, and rooftop garden provide additional amenities to the resident community.



The residential units feature open floor plans. Phase 2, "Internal Hearth" has multiple amenities surround the space and providing opportunities for creative expression and exploration by the tenants.

An upper level solarium is a beacon to the neighborhood and acts as a refuge, providing views of the city and Lake Union. Both phases are LEED® Silver certified.



# **AVA Queen Anne** Seattle, WA

CLIENT: AvalonBay Communities

STATISTICS: 1 acre

> 295,738 gross sf 196,011 sf residential

204 units

14,585 sf commercial 244 parking stalls Completed in 2012

**SERVICES:** Architecture, Landscape Architecture

Avalon Queen Anne is an innovative multifamily project in a dense, urban neighborhood in Seattle with flats and live/work units and neighborhood commercial spaces at the ground floor. The building also features extensive landscaped courtyards and roof decks, adhering to Seattle's Green Factor codes, and is pursuing LEED Certification. Sustainable site features include green roof, porous paving, and rainwater harvesting for landscape irrigation. The project concept of "erosion" responds to the dynamic site context and environment.







# Discovery West Issaquah, WA

CLIENT: DevCo

STATISTICS: 4.65 acres

386,571 gross sf

209 units

8,487 sf indoor amenity space

346 parking stalls Completed in 2016

**SERVICES:** Architecture, Interior Design,

Landscape Architecture

Discovery West is the latest project developed by DevCo in the Issaquah Highlands. The 3-acre site houses six buildings with a mix of one, two and three bedroom apartments, located in two mid-rise buildings and four smaller sized buildings with townhome units. Residents of Discovery West can enjoy amenities including the resident lounge, play spaces, indoor pool with spa and a robust fitness space for working out at any time of the day.

Site amenities offered include a bike barn for residents to park their bikes safely, a large open lawn where residents and guests can play bocce ball or spend the afternoon bbqing, outdoor terrace with fireplaces, a pea-patch and a dog park. The site is also connected to previous phases through a pedestrian sky bridge, and regional multipurpose trails.









# The Beverly Apartments Portland, OR

**DEVELOPER:** Gerding Edlen

STATISTICS: 188,000 sf

53 units

Whole Foods, Chase Bank retailers

**LEED Silver** 

Completed in 2008

**SERVICES:** Development

A mixed-use project, The Beverly incorporates retail and multi-family residential units in a recognized neighborhood center in Portland. The Hollywood District has a rich history as a commercial hub, making the surrounding neighborhood popular and vibrant. It is well served by mass transit and the ground level boasts the debut of a Whole Foods Market in Northeast Portland.







# The 20 on Hawthorne Portland, OR

**DEVELOPER:** Gerding Edlen

STATISTICS: 62,000 sf

> 51 units **LEED Gold**

Completed in 2009

**SERVICES:** Development

The 20 on Hawthorne is a mixed-use apartment building located on the vibrant Hawthorn Boulevard in Southeast Portland. The building provides one- and two-bedroom apartments with high-efficiency appliances, as well as a unique automated car garage, eco-roof and nearly 5,000 sf of ground floor retail.





# The Morrison Portland, OR

**DEVELOPER:** Gerding Edlen

**STATISTICS:** 140,000 sf

140 units LEED Gold

Completed in 2009

**SERVICES:** Development

In the heart of downtown Portland, The Morrison brings deeply affordable for-rent housing alongside market rate condominiums. Its central location provides alternative transportation options while enlivening the neighborhood with 44,000 square feet of ground-level and mezzanine retail space.









# 36 Oak Development Garden City, ID

CLIENT: NeighborWorks® Boise

STATISTICS: 2.0 acres

12 urban floorplans

Elevations of 670sf -1,100 sf

24 units

**SERVICES:** Development, Construction

The 36 Oak development is a 24-lot infill parcel located on 36th Street in a family neighborhood in Garden City, Idaho. It is a unique pocket neighborhood design featuring energy-efficient urban-style designs surrounding central green spaces. This development offers a range of sizes and prices to encourage a diverse community.

The property is situated within the emerging Live/Work/ Create District in the eastern end of Garden City. This district has new brew pubs, wineries, art galleries, artisans and restaurants springing up to support the active watersports and Art District influences that are shaping the area. The pedestrian footbridge across the Boise River is popular with those who commute by walking or riding a bicycle to work. This linkage also allow for direct access to three public parks located immediately across the river in the West End - Bernadette Quinn Park, Esther Simplot Park, and Veterans Memorial Park.







# 43rd Street Cottages Garden City, ID

**CLIENT:** NeighborWorks® Boise

**STATISTICS:** 0.67 acre

12 urban floorplans

Elevations of 670 sf -1,100 sf

9 units

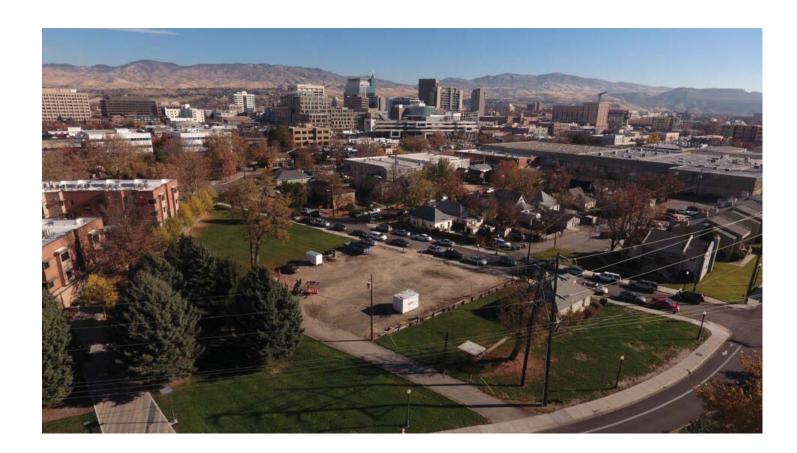
**SERVICES:** Development, Construction

The 43rd Street Cottages development is 9-lot infill parcel located on Adams Street and 43rd in a single-family neighborhood in Garden City, Idaho. Every home is built to Energy Star, indoor airPLUS and WaterSense standards. The 43rd Street Cottages development is located less than 2.5 miles from the Capitol Building in downtown Boise, and is within two blocks of the Boise Greenbelt that runs alongside the beautiful Boise River. This community also includes the Boys & Girls Club, a city park, and schools.

Pocket neighborhoods are small infill lots with advantages such as close-in locations, reduced vehicle reliance, enhanced sociability, and an emphasis on healthy living. They are clustered groups of neighboring houses or apartments gathered around a shared open green space that has a clear sense of territory and shared stewardship. They offer a welcome option for people who want a stronger sense of community.







### **Project Summary**

The proposed Ash Street Properties project unifies the development site, the adjacent park, the Hayman House and site, the Pioneer Pathway, and the adjacent street frontage into a singular Commons. The Commons acts as a catalyst for the neighborhood and an important green link from Ann Morrison Park, the Boise River and Downtown. The mix of uses includes townhomes, flats, boutique retail, open space, and pedestrian-supported amenities as follows:

### Thirty- one residential units are proposed:

- Twenty-three townhomes, three bedroom, with garage parking for one automobile.
- Eight apartment flats, one bedroom each. Parking is surface, one space per flat.

All residential units have living and dining rooms, as well as a kitchen and full bath. The townhomes also have a powder room and bone room/home office space on the ground floor.

# **Proposed Rents or Sales Prices**

- 3 bedroom townhouse \$1,750/mo (within workforce rent between 80 to 120 AMI or \$1,248/mo to 1,872/mo)
- 1 bedroom flats \$1,100/mo (within workforce rent between 80 to 120 AMI or \$998/mo to \$1,497/mo)

### **Off Site Improvements**

Our plan is to extend the Boise City Geothermal line located along River Avenue to the project to develop a more environmentally friendly project. We also feel the extension of the line will allow other properties in the neighborhood to connect to the geothermal system for the betterment of other future development projects. It will also lower the utility cost within the proposed development for the tenants.

### **CCDC Financial Assistance**

We respectfully request CCDC's assistance with each of the above mentioned off-site improvements as a public improvement.

### On Site Improvements

### 1. Ash Street

- a. Entry stoops
- b. Landscape/privacy buffer at each townhome
- c. Streetscape improvements along frontage per CCDC guidelines
- d. Retail space and plaza with commercial grade, gas fire pit

### 2. West River Street

a. Streetscape improvements along frontage per CCDC guidelines

### 3. Pioneer Pathway

- a. Pedestrian and bicycle connection from the Townhomes
- b. Retail space and plaza with commercial grade, gas fire pit
- c. Bicycle racks

### 4. Project Site

- a. Through bicycle and pedestrian access to Ash Street and Pioneer Pathway
- b. Seating walls, benches, park-like amphitheater providing scale transition and view opportunities between new residential and Hayman House.
- c. Shared guest parking with Hayman House
- d. Improved native and adaptive planting edges adjacent to existing park
- e. Parking court with permeable pavers, trees, and lighting
- f. Green roofs on flats
- g. Solar panels on flats to power on-site utilities

### Description of any additional uses

Additional off-site improvement include updating the streetscape to meet CCDC's Type 4 - "Neighborhood" streetscape design.

We also propose the development of a public park at the south end of the project site and round the Hayman House as an extension of the adjacent park. The added public amenity also provides a transition from the single level historic home to the denser housing Mercy housing building to the north end of the project site.

### Workforce Housing Goals Through 2025

We will ensure to hold rents within the workforce housing rental range of 80 to 120 AMI through the DDA with CCDC and would guarantee these rents through 2025.





### Source of Funds (Construction and Permanent Financing)

Ash + River **PROJECT NAME:** 

### Please complete gray cells only.

**Construction Financing** 

List Individual Sources of Construction Financing

	Lender Name or Source of Funds	Amount of Funds	Estimated Name and Telephone Number of Contract Rate Person			
1	Investor Equity	\$1,594,414.43		Dean Pape	208-830-7071	
2	Bank of the Cascades	\$5,750,000.00	4.50%	Doug Ward	208-319-2409	
3	OR					
4	CBRE (HUD backed program)		4.25%	John Tayler	206-830-6495	
5						
6						
7						
	TOTAL SOURCE OF FUNDS	\$7,344,414.43	(Amount must equal all development costs)			

### **Permanent Financing**

For Rental Project - List Permanent Financing for the Development

(For rental projects only) (Do not include construction financing.)

	Lender Name or Source of Funds	Amount of Funds	Estimated Interest Rate	Amortization Period	Loan Term
1	Bank of the Cascades	\$5,000,000.00	4.50%	360 Months	120 Months
2	OR				
3	CBRE (HUD backed program)		4.25%	480 months	480 Months
4					
5					
6					
7	Developer Equity	\$1,250,000.00			
	TOTAL SOURCE OF FUNDS	\$6,250,000.00			

# 06 Development Sources & Uses Budget Development Budget



### **Development Budget**

PROJECT NAME: Pioneer

DEVELOPER: TBD - deChase Miksis & Gerding Edlen

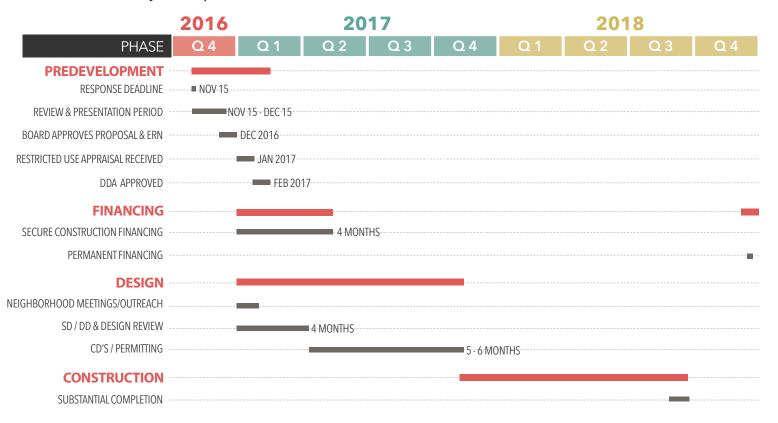
NUMBER OF UNITS: 31

COST PER UNIT 236,870.37

	Please complete	gray cells
TEM	COST	% TOTAL
ACQUISITION	•	
Land Acquisition	674,800	9.19%
SITE IMPROVEMENTS		
Demolition	24,000	0.33%
On-Site Imp.	278,000	3.79%
Streetscapes	75,000	1.02%
Other off-sites	150,000	2.04%
CONSTRUCTION		
New Construction	4,061,166	55.31%
Contingency	200,000	2.72%
City Fees	46,374	0.63%
ACHD Impact Fees	46,810	0.64%
Building Permits	71,485	0.97%
Furnishings	66,500	0.91%
Other - Retail TI	33,950	0.46%
Other - Misc	46,500	0.63%
PROFESSIONAL FEES	10,000	0.0070
Survey	10,000	0.14%
Architect & Engineer	440,118	5.99%
Entitlement Fees	56,000	0.76%
Real Estate Attorney	32,500	0.70%
Consultant	36,300	0.44 %
Developer Fee	302,240	4.12%
Environmental Other DM	3,500	0.05%
Other - PM	49,300	0.67%
Other -		0.00%
CONSTRUCTION FINANCE	400,000	4 770/
Constr. Loan Interest	130,000	1.77%
Constr. Loan Fee	50,000	0.68%
Appraisal	6,500	0.09%
Title and Recording	6,250	0.09%
Other - Legal	15,000	0.20%
Other - 3rd Pty Reports	12,200	0.17%
PERMANENT FINANCE		
Perm. Loan Fee	25,000	0.34%
Perm. Origination	0	0.00%
Title and Recording	7,500	
Other	0	0.00%
Other	0	0.00%
SOFT COSTS		
Funding Application Fee	12,500	0.17%
Marketing Expense	20,000	
Organizational Exp.	20,000	0.27%
Constr. Insurance	9,279	0.13%
Property Taxes	10,559	0.14%
Other - GL	1,436	0.02%
Other - 3rd pty Consult	10,000	0.14%
Other		
Reserves - Lease Up	52,000	0.71%
Other - Contingency	235,214	3.20%
Other - Utilities	15,000	0.20%
DEVELOPMENT COST	7,342,981	100.00%

# **07** Development Timeline

**Preliminary Development Timeline** 



### **Development Timeline**

Design Development - Upon entering into an Exclusive Right to Negotiate with CCDC the schematic and design development process will move forward rapidly. Community outreach, neighborhood meetings and awareness of the proposed project will commence. At the conclusion of schematic design the project will be submitted for Design Review. Paralleling this will be refinement of the design and confirming the financial feasibility and appraisals. This stage is anticipated to take 3-4 months.

Construction Documents, Entitlements, Permitting,
Disposition and Development Agreement - Following
an accepted ERN the team will move forward with the
process of completing the construction documents.
The permitting and entitlement process will then follow
as will confirmation of all requirements identified for
the execution of the DDA with CCDC. This stage is
anticipated to take 5-6 months.

Loan Closing, Construction Start, Land Transfer, Project Marketing - Closing on the loan and transfer of the land will occur just prior to putting a shovel in the ground and starting construction. Project Marketing will be released approximately 3 months prior to completion of the project. Once construction is complete it is anticipated that full lease up will take around 3 months. Construction of the project and issuance of a certificate of occupancy is expected to take expected to take 10-11 months.

Total project time from ERN execution to the completion of the project is anticipated to take 19-21 months. Ideally this project would be completed and hit the market the during the late summer or early fall of 2018.

### PROJECT SCHEDULE AT A GLANCE

### **Predevelopment Schedule:**

- Proposal Deadline: 11.15.2016

- CCDC Review and Presentation Period: December 15, 2016

- CCDC Board Approval and ERN: December, 2016

- Restricted Use Appraisal: January 2017

- DDA Approval: February 2017

### Design Schedule:

Schematic Design: Q1, 2017
Design Review: March, 2017
Design Development: Q2, 2017
Construction Documents: Q3, 2017

### Financing Schedule:

- Permitting: Q4, 2017

- Loan Commitment: Q3,2017

### **Construction Schedule:**

Construction Start: Q4, 2017Substantial Completion: Q3, 2018

- Lease-up: Q4, 2018

- Stabilization/Project Complete: December, 2018

# **08** Green Building Certification Form

### **Green Building Certification**

To: Capital City Development Corporation (CCDC)

Re: RFQ/P for a Workforce Housing Development,

503, 506, 511, 623, 647 Ash Street, Boise, Idaho

My signature below legally binds this development known as <u>Ash</u> and <u>River</u> to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (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. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.

Signature:

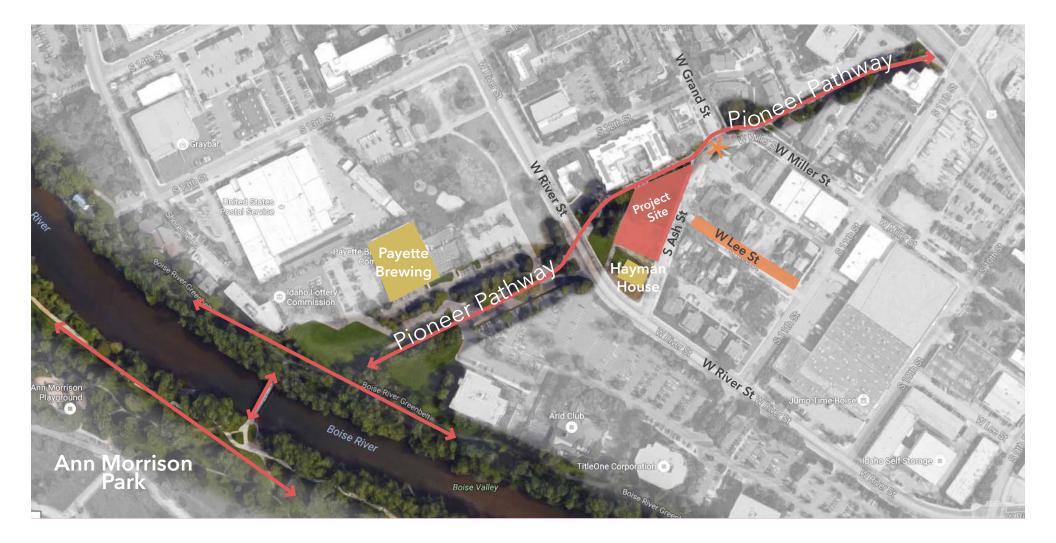
Print Name: J. Dean Pape'

Title: Member/Owner

Developer / Company: deChase Miksis

Date: \_15-Nov-16

# 09 Project Drawings Neighborhood Context





# 09 Project Drawings Massing Diagram



# 09 Project Drawings Illustrative Site Plan



# **09** Project Drawings



# **09** Project Drawings



Ash Street Workforce Housing Development Proposal





### **Neighborhood Context**

The proposed townhomes and apartment flats along Boise's Pioneer Pathway provide workforce housing that will act as a graceful transition between the historic Hayman House, an adjacent senior apartment building (12th and River), nearby single-family residences, and the adjacent park. The new townhomes are designed to relate to the context of the site in a compact, efficient layout with resident and visitor parking that is both convenient and hidden from public view. The parking for the flats portion of the project is covered by a green roof, including seating, lawn and native planting, connecting the existing park and Hayman House site while providing a venue for neighborhood events and historic interpretation.

The site plan is inspired by the linear nature of the site and the trajectory of the Pioneer Pathway, while the massing strategy acknowledges and pays homage to the historic Hayman House. The residences step down from 3-story homes to 2-story flats. A sloped, planted greenroof and landform brings the 2-story massing of the flats down to scale of the Hayman House while providing: (1) covered parking for the 2-story units as well as guest parking for the flats and the Hayman House; (2) a landscape amphitheater to the north of Hayman House; (3) an innovative and integrated landscape/residence form when viewed form the Hayman House.

The Pioneer Pathway is provided with interpretive signage facing the gateway intersection at West Grand Ave and South Ash Street. In addition, a proposed large-scale historic map allows visitors to make connections between the neighborhood's past and its emerging future. The townhomes face South Ash Street and the Pioneer Pathway and are made with high quality materials including brick, composite wood panel and metal. Passersby will see distinctive residences that are carefully composed and proportioned, conveying durability and permanence. Each townhome has a stoop and landscaped front yard. Generous windows look toward the street and enhance safety.



# **Catalyst Potential**

At the West Grand Avenue and South Ash Street gateway the project will have a small retail space with outdoor terrace that activates this portion of the site and welcomes bikers and pedestrians on the Pioneer Pathway. This is envisioned as a neighborhood gathering place, a coffee shop, a neighborhood corner store, an art gallery or a combination of programs. We envision a finely scaled neighborhood outdoor space of small tables and chairs under a canopy for shade and festival lighting for warm nights under the stars. It will be one of those hidden gems in the neighborhood where everyone can say, "Let's meet at the cafe on Pioneer Pathway".

The typology of compact workforce housing with a connected neighborhood retail space and covered parking could be repeated throughout other development sites in Boise and contribute to a socially vibrant community character. The typology is flexible yet specific enough to allow material and detail variation so that versions elsewhere in Boise can reflect surrounding neighborhood context and cues.

### Investment

The development plan includes a total investment of over \$7.3 million with the inclusion of public improvements for the betterment of the neighborhood and future development. The privately owned workforce housing and retail is valued at just over \$6.1 million and increase over the current value by approximately \$5.5 million. This increase in value and move from CCDC to a privet entity will create a sizable property tax increase. Additionally, the privet and public investment will create a wave of demand in the neighborhood. This will create natural incentives for redevelopment/remodel of single-family homes on Lee Street and redevelopment of City of Boise owned property at the corners of Ash Street, Grand Avenue, and Miller Street. In turn, create higher property values for the neighborhood.

### **Development Schedule**

We anticipate that the construction of the proposal will last approximately 1.3 years, from building permits to substantial completion.



### **Sustainable Strategies**

The design concept connects physically and perceptually with the riparian corridor along Pioneer Pathway. This occurs at two scales: (1) the amphitheater is a green space for public interaction and events; (2) front yards allow homeowners to connect with their neighborhood. The amphitheater and landform weaves together the surrounding park and Hayman House site with surface parking in an approach that unifies the site rather than dividing it. Sustainability is further enhanced by introducing solar photovoltaics and green roofs that can power site lighting and the Hayman House. Green roofs, native and adaptive landscaping will reduce cooling loads and manage storm run-off. Downspouts drain into rain barrels so that owners may water gardens sustainably as weather permits. This proposal will be designed to exceed the Boise City Green Construction Code. Please refer to the submitted form, "Green Building Certification Form, Appendix 4" for details.

The project team intends to demonstrate commitment to sustainability through the LEED for Homes V4 rating system. Based on an analysis of the project specifics LEED Gold certified will be targeted. Please see the LEED for Homes check list provided in the appendix for more information. The location of this project naturally promotes good urban density and growth within the city center. The units are

within walking distance of most of the downtown amenities and businesses as well as the new downtown transit hub. One of the most unique opportunities for the immediate area would be to identify storm water infiltration designs that mitigate run off throughout the whole block and not just project site.

To reduce energy use, the team intends to address the issues specific to multifamily construction in this climate zone. Although heating energy use is reduced via the reduction in exposed wall surface area the heating load is still likely the most prominent piece of the energy pie. The team intends to focus on mitigating heat loss though strategies such as developing true R-30 walls, R-50 roof, and using high performance windows, and most importantly controlling outside air infiltration. Our team feels that informed residents are energy efficient residents and as such will work towards creating a feedback loop to help occupants understand and control their energy costs and generate awareness about environmental issues.

Finally, the project intends to achieve all four regional priority credits, focusing on the issues that matter to Idaho and Boise.

# LEED v4 for Building Design and Construction: Homes and Multifamily Lowrise Project Checklist Project Name: Ash S

Project Name: Ash Street Townhome Date: 11/15/16

? N Credit	Integrative Process	7					
					EA PRESCRIPTIVE PATH (continued)		
16 Locat	Location and Transportation	15		3 Credit	Heating & Cooling Distribution Systems	က	
Prered	Floodplain Avoidance	Required		3 Credit	Efficient Domestic Hot Water Equipment	ဇ	
	PERFORMANCE PATH			2 Credit	Lighting	2	
15 Credit	LEED for Neighborhood Development Location	15		2 Credit	High Efficiency Appliances	2	
	PRESCRIPTIVE PATH			_	Renewable Energy	4	
Credit	Site Selection	80			3		
Credit	Compact Development		6	0 Mate	Materials and Resources	10	
Credit	Community Resources		₩		Certified Tropical Wood	Required	_
Credit	Access to Transit	. 2	<b></b>	Prered	Durability Management	Required	
_			-	Credit	Durability Management Verification	-	
Susta	Sustainable Sites	7	2 2	Credit	Environmentally Preferable Products	4	
Prereq	Construction Activity Pollution Prevention	Required	2 1	Credit	Construction Waste Management	က	
Prereq	No Invasive Plants	Required	-	Credit	Material Efficient Framing	2	
Credit	Heat Island Reduction	. 2					
Credit	Rainwater Management		11 4	1 Indoc	Indoor Environmental Quality	16	
Credit	Non-Toxic Pest Control	2	>	Prered	Ventilation	Required	
			>	Prereq	Combustion Venting	Required	
4 Water	14 Water Efficiency	12	>	Prered	Garage Pollutant Protection	Required	
Prereq	Water Metering	Required	>	Prereq	Radon-Resistant Construction	Required	
	PERFORMANCE PATH		>	Prered	Air FIltering	Required	
4 Credit	Total Water Use	12	>	Prered	Environmental Tobacco Smoke	Required	
	PRESCRIPTIVE PATH		>	Prered	Compartmentalization	Required	
6 Credit	Indoor Water Use	9	-	1 Credit	Enhanced Ventilation	က	
Credit	Outdoor Water Use	4	1.5 0.5	Credit	Contaminant Control	7	
			2 1	Credit	Balancing of Heating and Cooling Distribution Systems	က	
Energ	28 Energy and Atmosphere	38	-	Credit	Enhanced Compartmentalization	_	
Prereq	Minimum Energy Performance	Required	2	Credit	Enhanced Combustion Venting	7	
Prereq	Energy Metering	Required	_	Credit	Enhanced Garage Pollutant Protection	7	
Prered	Education of the Homeowner, Tenant or Building Manager	Required	2 1	Credit	Low Emitting Products	ဇ	
	PERFORMANCE PATH	L	ŀ				
Credit	Annual Energy Use	59	3	0 Inno	Innovation	9	
	BOTH PATHS		>	Prered	Preliminary Rating	Required	
Credit	Efficient Hot Water Distribution System		2 3	Credit	Innovation	2	
Credit	Advanced Utility Tracking	7	_	Credit	LEED AP Homes	_	
Credit	Active Solar Ready Design	<b>←</b>					
Credit	HVAC Start-Up Credentialing	-	4	0 Regid	Regional Priority	4	
	PRESCRIPTIVE PATH		_	Credit	Regional Priority: Specific Credit	-	Annual Energy
Prereq	Home Size	Required	_	Credit	Regional Priority: Specific Credit	_	Site Selection
3 Credit	Building Orientation for Passive Solar	8	_	Credit	Regional Priority: Specific Credit	-	Active Solar Ready
2 Credit	Air Infiltration	2	1	Credit	Regional Priority: Specific Credit	-	Total Water Use
2 Credit	Envelope Insulation	L					
3 Credit	Windows	3	39 26	69 26 60 TOTALS	ALS Possible Points:	s: <b>110</b>	
4 Credit	Space Heating & Cooling Equipment	4		ertified: 40	Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110	:80 to 110	



November 10, 2016

John Brunelle Executive Director Capital City Development Corporation 121 N 9<sup>th</sup> Street, #501 Boise, ID 83702

Dear John,

Preservation Idaho is writing in support of the RFP submitted by deChase Miksis and Gerding Edlen Development for a development project at Ash & River. They have asked us to review their proposal several times over the past year and they have graciously made some adjustments based on our feedback regarding maintenance of the historical integrity of the Hayman House and the surrounding lot. We appreciate their attention to detail in creating a work force housing development that will meet its own objectives while enhancing, and not harming, the Hayman House and the important story that it tells about Boise's history. The positioning, massing, and style of their project and the sloping lawn with parking underneath complements the Hayman House and keeps the beauty and integrity of the site intact.

Preservation Idaho still hopes to have the opportunity to restore the Hayman House and create an education center that will engage the public, benefit the community, and perpetuate a wonderful public space alongside the Ash Street Townhomes project. We support their exciting design and appreciate their willingness to consider all aspects of the existing neighborhood as they look towards enhancing its future.

Regards

Paula Benoon

Paula Benson Board President

Preserving Idaho's historic places through collaboration, education, and advocacy.

Preservation Idaho P.O. Box 1495, Boise, Idaho 83701-1495 tel: (208) 424-5111 www.preservationidaho.org

# OO Appendix Financing Support & Option

been met			



# **Development Budget**

PROJECT NAME:

DEVELOPER: TBD - de

NUMBER OF UNITS:

COST PER UNIT

	Please o	complete g
ITEM	COST	% TOTAL
ACQUISITION		
Land Acquisition	674,800	9.15%
SITE IMPROVEMENTS		
Demolition	24,000	0.33%
On-Site Imp.	278,000	3.77%
Streetscapes	75,000	1.02%
Other off-sites	150,000	2.03%
CONSTRUCTION		
New Construction	4,085,166	55.41%
Contingency	200,000	2.71%
City Fees	46,374	0.63%
ACHD Impact Fees	46,810	0.63%
Building Permits	71,609	0.97%
Furnishings	66,500	0.90%
Other - Retail TI	33,950	0.46%
Other - Misc	46,500	0.63%
PROFESSIONAL FEES		
Survey	10,000	0.14%
Architect & Engineer	442,386	6.00%
Entitlement Fees	56,000	0.76%
Real Estate Attorney	32,500	0.44%
Consultant	36,300	0.49%
Developer Fee	303,626	4.12%
Environmental	3,500	0.05%
Other - PM	49,300	0.67%
Other -		0.00%
CONSTRUCTION FINANCE		
Constr. Loan Interest	130,000	1.76%
Constr. Loan Fee	50,000	0.68%
Appraisal	6,500	0.09%

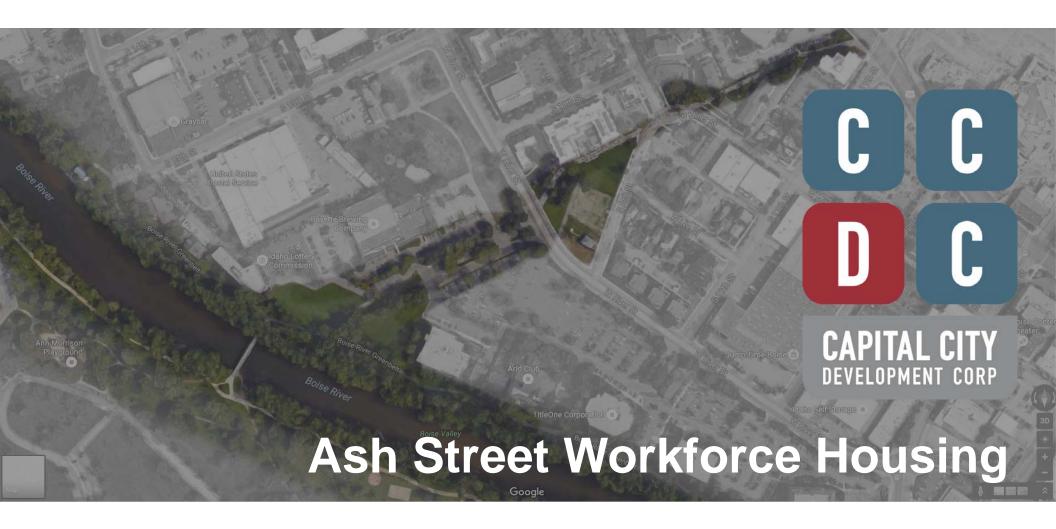
6,250	0.08%
15,000	0.20%
12,200	0.17%
25,000	0.34%
0	0.00%
7,500	0.10%
0	0.00%
0	0.00%
12,500	0.17%
20,000	0.27%
20,000	0.27%
9,279	0.13%
10,559	0.14%
1,444	0.02%
10,000	0.14%
52,000	0.71%
236,534	3.21%
15,000	0.20%
7,372,087	100.00%
	15,000 12,200 25,000 0 7,500 0 12,500 20,000 20,000 9,279 10,559 1,444 10,000 52,000 236,534 15,000



### **Pioneer**

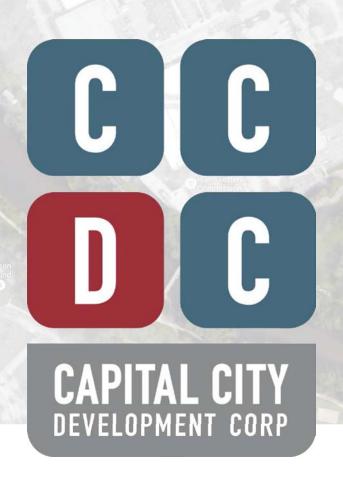
Chase Miksis & Gerding Edlen	
31	
237,809.25	

ray cells only.



deChase Miksis | Gerding Edlen | GGLO Design | Pivot North Architecture NeighborhoodWorks Boise | Visser Building | Planmakers





"... Building vitality in downtown Boise."

### **Improve**

CCDC improves downtown infrastructure

# **Develop**

The agency promotes development

### **Grow Economy**

CCDC works to grow the downtown economy by improving public spaces and assisting development needed for business growth





- 1. Provide quality workforce housing for the betterment of Boise, its People and its environment
- 2. Connect Boise Residents to their River and Downtown

- 1. Provide quality workforce housing for the betterment of Boise, its People and its environment
- 2. Connect Boise Residents to their River and Downtown
- 3. Pay homage to the Hayman House and history of the neighborhood

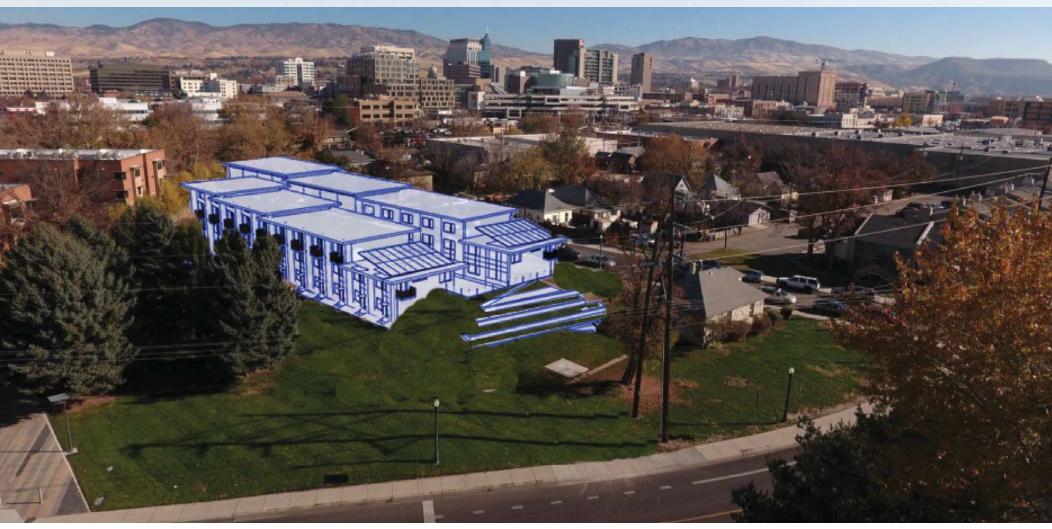
- 1. Provide quality workforce housing for the betterment of Boise, its People and its environment
- 2. Connect Boise Residents to their River and Downtown
- 3. Pay homage to the Hayman House and history of the neighborhood
- 4. Respond to the overall scale and use of the block, and unify the block

- 1. Provide quality workforce housing for the betterment of Boise, its People and its environment
- 2. Connect Boise Residents to their River and Downtown
- 3. Pay homage to the Hayman House and history of the neighborhood
- 4. Respond to the overall scale and use of the block, and unify the block
- 5. Get results create something achievable now









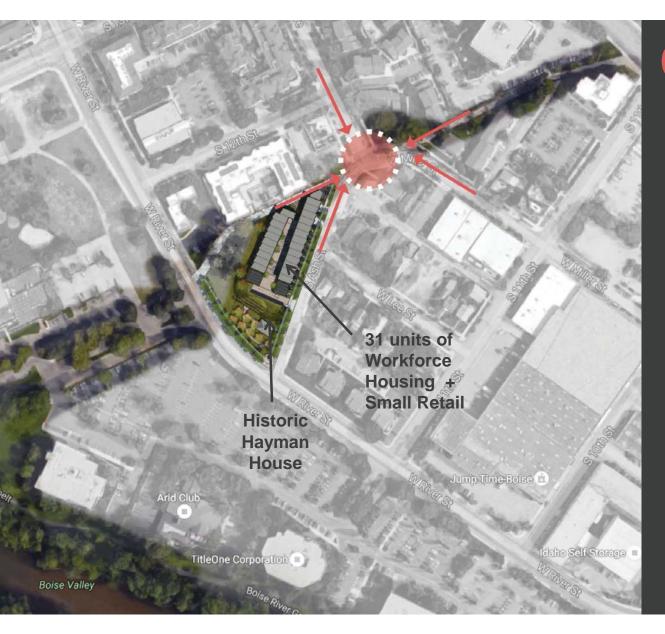




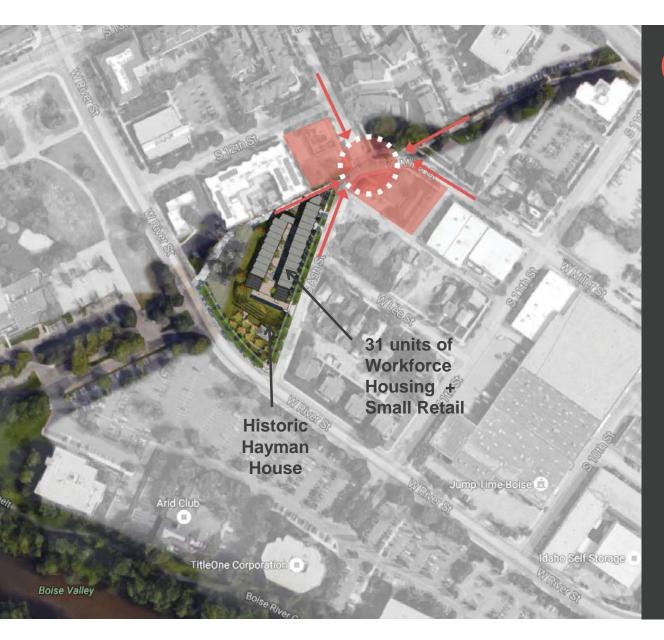




A hidden gem, that creates a neighborhood gathering place



Enhance the neighborhood's natural connectivity to create a sense of place.



Create a new historic vibrant neighborhood



More neighborhood diversity will create demand for other developments



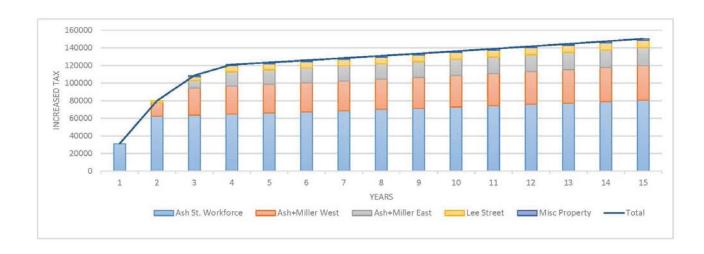
Hyde Park | Boise, Idaho





Bown Crossing | Boise, Idaho

## Investment



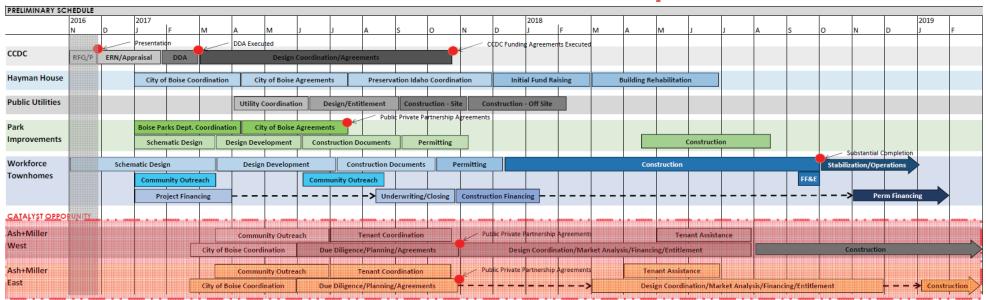
\$150,000 **Additional Yearly** Property Tax Created Funds Created

\$475,000 New Urban Renewal

Ash Street Workforce Housing Mixed-Use	
Workforce Housing Investment	
Total Est. Cost (at Stabilization)	6,281,929
Total Est. Assessed Value	4,850,000
New Est. Property Tax	72,750
Current Tax (Est. if privet ownership)	10,559
Increased Property Tax	62,191
Total Est. Urban Renewal Funds Created*	298,518
*assumed 6 years of payments	
Park and Streetscape Investment	
Estimated Public Investment	231,816
Estimated Added Value	395,166
Utility Infrustructure Investment	
Estimated Public Investment	150,000
Estimated New User Pay per year	10,000
Estimated Added Value	125,000

Catalyst Projects and Increased Property Values	
Ash + Miller West	
Total Est. Cost	5,000,000
Total Est. Value	4,250,000
New Est. Property Tax	40,800
Current Tax (Est. if privet ownership)	9,736
Increased Property Tax	31,064
Total Est. Urban Renewal Funds Created**	124,257
**assumed 5 years of payments	
Ash + Miller East	
Total Est. Cost	3,260,000
Total Est. Value	2,771,000
New Est. Property Tax	26,602
Current Tax (Est. if privet ownership)	10,297
Increased Property Tax	16,305
Total Est. Urban Renewal Funds Created*	52,176
**assumed 4 years of payments	

# Development Schedule



### Workforce Housing/Park Improvements/ Public Improvements:

- Design/Entitlement/Financing Q1, 2017 to Q3, 2017
- Permitting Q4, 2017
- Construction Q4, 2017 to Q4, 2018\*
- Stabilization/Project Complete December 2018\*

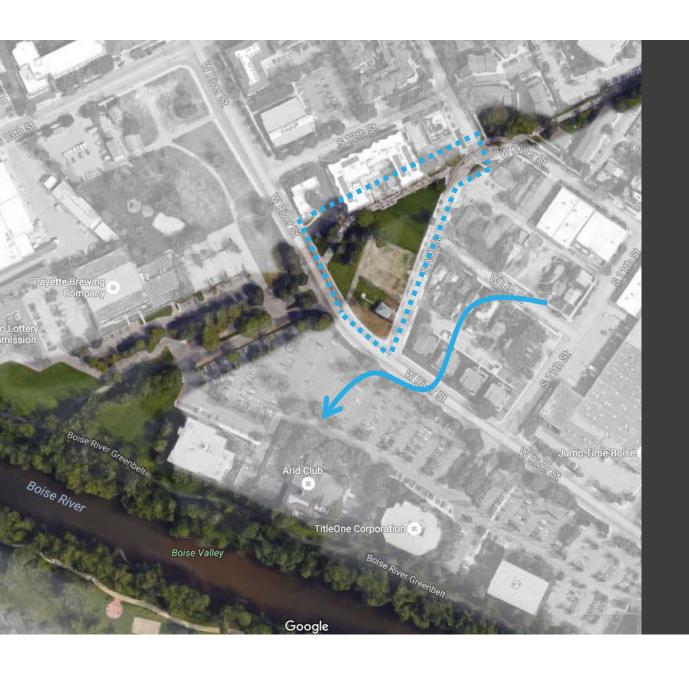
\*4 to 6 months can be reduced with the use of modular construction per Guerdon Industries & Prefab Logic\*

### Catalyst - Ash+Miller West

- Community Outreach/Due Diligence 7/8 months
- Design/Entitlements/Financing 7/8 months
- Construction 10/12 months
- Est. Substantial completion Q3, 2019

### Catalyst - Ash+Miller East

- Community Outreach/Due Diligence 7/8 months
- Design/Entitlements/Financing 7/8 months
- Construction 10/12 months
- Est. Substantial completion Q1, 2020



# Sustainability

- Scale jumping opportunities
- Catalyst for other district level systems
- Identify other district opportunities

# Sustainability

### LEED v4 for Building Design and Construction: Homes and Multifamily Lowrise

Project Checklist

Space Heating & Cooling Equipment

Project Name: Ash Street Townhome

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Date: 11/15/16

2 Credit	Integrative Process	2		
			EA PRESCRIPTIVE PATH (continued)	
14 0 16 Loca	tion and Transportation	15	Credit Heating & Cooling Distribution Systems	3
Y Prereq	Floodplain Avoidance	Required	Credit Efficient Domestic Hot Water Equipment	3
	PERFORMANCE PATH		2 Credit Lighting	2
15 Credit	LEED for Neighborhood Development Location	15	2 Credit High Efficiency Appliances	2
	PRESCRIPTIVE PATH		Credit Renewable Energy	4
B Credit	Site Selection	8		
1 Credit	Compact Development	3		10
Credit	Community Resources	2	Y Prereq Certified Tropical Wood Rei	quired
Credit	Access to Transit	2	Y Prereq Durability Management Rei	quired
	The second section of the second section is a second section of the second section section is a second section of the second section s		Credit Durability Management Verification	1
6 0 1 Sust	ainable Sites	7	2 2 Credit Environmentally Preferable Products	4
Prereq	Construction Activity Pollution Prevention	Required	2 1 Credit Construction Waste Management	3
Prereq	No Invasive Plants	Required	1 1 Credit Material Efficient Framing	2
1 Credit	Heat Island Reduction	2		
3 Credit	Rainwater Management	3	11 4 1 Indoor Environmental Quality	16
Credit	Non-Toxic Pest Control	2	Y Prereg Ventilation Res	quired
			Y Prereq Combustion Venting Rei	quired
2 14 Wate	r Efficiency	12	Y Prereq Garage Pollutant Protection Rei	quired
Prereq	Water Metering	Required	Y Prereq Radon-Resistant Construction Rel	quired
-	PERFORMANCE PATH		Y Prereq Air Filtering Rei	quired
2 4 Credit	Total Water Use	12	Y Prereq Environmental Tobacco Smoke Rei	quired
	PRESCRIPTIVE PATH		Y Prereq Compartmentalization Rei	quired
6 Credit	Indoor Water Use	6	1 1 1 Credit Enhanced Ventilation	3
4 Credit	Outdoor Water Use	4	1.5 0.5 Credit Contaminant Control	2
			2 1 credit Balancing of Heating and Cooling Distribution Systems	3
9 13 28 Ener	gy and Atmosphere	38	Credit Enhanced Compartmentalization	1
Prereq	Minimum Energy Performance	Required	2 Credit Enhanced Combustion Venting	2
Prereq	Energy Metering	Required	Credit Enhanced Garage Pollutant Protection	2
Prereq	Education of the Homeowner, Tenant or Building Manager	Required	2 1 Credit Low Emitting Products	3
	PERFORMANCE PATH			
4 10 Credit	Annual Energy Use	29	3 3 0 Innovation	6
	BOTH PATHS		Y Prereq Preliminary Rating Rei	quired
1 Credit	Efficient Hot Water Distribution System	5	2 3 Credit Innovation	5
2 Credit	Advanced Utility Tracking	2	1 Credit LEED AP Homes	1
Credit	Active Solar Ready Design	1	markey State of the Control of the C	
1 Credit	HVAC Start-Up Credentialing	1	4 0 0 Regional Priority	4
	PRESCRIPTIVE PATH		1 Credit Regional Priority: Specific Credit	1 Annual Energy
Prereq	Home Size	Required	1 Credit Regional Priority: Specific Credit	1 Site Selection
3 Credit	Building Orientation for Passive Solar	3	Credit Regional Priority: Specific Credit	1 Active Solar Re
2 Credit	Air Infiltration	2	1 Credit Regional Priority: Specific Credit	1 Total Water Use
2 Credit	Envelope Insulation	2	annual desirante desirante desirante desirante desirante desirante de la companya del companya de la companya de la companya del companya de la companya del la companya de	





- 1. Provide quality workforce housing for the betterment of Boise, its People and its environment
- 2. Connect Boise Residents to their River & Downtown
- 3. Pay homage to the Hayman House and history of the neighborhood
- 4. Respond to the overall scale and use of the block, and unify the block
- 5. Get results create something achievable <u>now</u>







## **Cover Sheet**

### Ash Street Properties RFQ/P Submittal

Asir street Properties in Q/P Submittal	
Please print or type all required information	
Respondent Contact Information	
Development Entity Gardner Company	
Contact Person  David Wali	
Title Executive V.P.	
Role in Development Entity Project Manager	
Address 101 S. Capitol Blvd #1700	
Phone 208 - 246 -8909	
Email Address david@gardnercompany.net	
By signing this required Cover Sheet, the Respondent indicates the information in the any clarifying information, as contained in the Appendices, has been taken into consider preparation of this proposal.  Signature Date	_
Print or Type Title Executive V.P.	

### **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.

Its: Executive V.P.

Date: 11-15-2016



Building community.

November 15, 2016

101 South Capitol Boulevard Suite 1700 Boise, ID 83702 208.246.8909 gardnercompany.net

Shellan Rodriguez, Project Manager Capital City Development Corp. 121 N. 9th Street, Suite 501 Boise, ID 83702

Re: Request for Proposals Workforce Housing Development 503, 509, 511, 623, and 647 Ash Street

It is with great enthusiasm we present our proposal to Capitol City Development Corporation (CCDC) regarding the Ash Street properties mentioned above. Having a vested interest in the future of Downtown Boise, Gardner Company is ready and well suited to provide a unique workforce housing development we propose calling Ash Street Place.

Building communities is our passion. The philosophy of Gardner Company is to build great relationships. We achieve this by partnering with people and companies with the highest of standards to benefit our clients, our communities, and the environment. Through collaboration and connection, we propose a unique design and construction for **Ash Street Place** that will prove to be efficient and effective in creating affordable housing.

Community involvement is a trademark of Gardner Company as we provide opportunities for our employees to give back and serve our neighborhoods. Our philosophy is to respond to the needs in the community and to look for ways to serve so that we can make positive contributions that in turn promote positive growth. We recognize the potential this project could have as a catalyst to development in the River Street Neighborhood. We are excited at the opportunity to connect the Pioneer Pathway, Hayman House, and Boise River with our thriving Downtown. One of our objectives is to design and construct buildings that minimize the impact on the environment, improve the surroundings, and enhance the experience for our tenants. Our goal is to provide solutions in construction and materials so that the buildings we build are cost effective, efficient, reduce our carbon footprint, are environmentally friendly, and aesthetically pleasing.

With an appreciation of the history of the site, current nearby connections, and the future potential growth, we are confident our collaboration will lead to a successful and desirable place for our community to live, work, and play in. Thank you for your time and consideration.

Sincerely,

J. Thomas Ahlquist

Gardner Company, Chief Operating Officer

208.246.8909

tommy@gardnercompany.net www.gardnercompany.net

## Development Team Information

 Development Team Identification: Include architect, engineer, contractor, developer, proposed development legal entity, etc. Include address, phone numbers and email contacts.

### GARDNER COMPANY

**KC Gardner Company, L.C. ("Gardner Company")**, is a Utah limited liability company with offices in both Boise, Idaho and Salt Lake City, Utah. Our Chief Operating Officer, Tommy Ahlquist, leads our team in Boise, while Christian Gardner, our Chief Executive Officer, leads our company in Salt Lake City.

Gardner Company is the managing member of various affiliated entities, such as:

- KC Gardner Riverwoods, L.C., the Utah limited liability company that owns the US Bank Plaza, where the City Center is;
- Eighth & Main, LLC, the Idaho limited liability company, which developed 8th & Main in Downtown Boise; and
- Pivot Block, LLC, the Idaho limited liability company the development of Library Square in Nampa, Idaho in conjunction with the Nampa Development Corporation and the City of Nampa.

Gardner Company, a full service real estate company, will be responsible for managing the activities of its team members in developing **Ash Street Place**. Over the years, we've had the opportunity to specialize in multiple developments including mixed-use facilities, office, retail, industrial, parking facilities, and all the associated design and project management. Our current multi-use experience includes developing 8th & Main in downtown Boise, which today exceeds 80% leasing, and Nampa Library Square, a block containing a new public library, retail and office space plus a 300-stall parking garage.

We understand the opportunities and challenges that this workforce housing development project represents to you and our community. The Gardner Company will guide you and our team through the design and construction of a place that will connect and create community.





If selected in this process, Gardner Company will engage the necessary consultants, engineers, architects and contractors identified herein to make **Ash Street Place** a successful thriving project for all project stakeholders.

Gardner Company's philosophy is to build great relationships with people and companies that maintain the highest standards to benefit our projects, our tenants, our clients, our communities, and the environment. Our objective is to respond to the needs in the community and to look for ways to serve them better.

As discussed above, Gardner Company will be the developer of **Ash Street Place**, overseeing the general development of the project in all its phases and scopes. Based upon our prior experience in developing in this market, we intend to engage the following consultants and contractors on the project:

- CTA Architects and Engineers will be the design architect.
- Horrocks will serve as the civil engineer on the project working with the other engineering consultants to prepare and submit the project for submittal.
- Nashua Builders will provide construction, specifically their industry leading modular living design.

We are confident that we have pulled together a team that can successfully develop the property at **Ash Street Place** in such a way that will enhance and create a unique sense of place in the community.

Where Gardner Company sets itself apart is in the level of service we demand from ourselves and deliver to the client and the relationship. We are well known for our leadership and management as well as our exceptional client relationships. When you work with our team, you can expect:

- **Planning** from the moment you engage our services to the completion of the project.
- **Communication** that keeps you informed and involved in the decision making process.
- **Teamwork** encouraging an open exchange of ideas and resulting in the best solutions for overcoming challenges, saving time, and reducing costs.

Perhaps the best measure of our success today is our relationships, specifically: our communities, our clients, our people, and our partners. Gardner Company has significant previous experience on complex development projects with CTA and Horrocks. A brief description of each of their expertise follows.

### **Contact:**

Gardner Company 101 S. Capitol Blvd #1700 Boise, ID 83702 208.246.8909 David Wali Executive V.P. david@gardnercompany.net





CTA is a full-service design firm providing in-house expertise in all allied disciplines. Their ability to provide comprehensive and integrated design and construction services significantly reduces reliance on consultants. This gives clients the highest level of control of their project.

CTA has a strong understanding of the lasting effects that successful redevelopment projects can have on their surroundings. The Eighth & Main Building and 10 Barrel Brewing Company in downtown Boise, Scentsy's Corporate Campus in Meridian, and Alpine Village in downtown McCall are all project examples which have had a profound positive impact on their environment -- impact that is measurable, that leaves an impression, and that provides award winning smart growth design to downtown communities.

These projects also demonstrate CTA's ability to partner with the development team, construction partner, and jurisdictional authorities to yield successful results. Destination projects that serve as a catalyst for business that helps grow the physical and economic footprint of urban environments are a passion of CTA.

CTA has designed numerous mixed use and workforce housing projects across the intermountain west. Its team of design professionals has the vision to explore multiple possibilities and opportunities that exist with affordable living, walkable neighborhoods, bicycle path connectivity and public art/history – all important components to creating a great place to live and work. In addition, CTA has the practical knowledge and experience to understand what it takes to make creative affordable living projects a reality.



### **Contact:**

CTA Architects Engineers 800 West Main Street Suite 800 Boise, ID 83702 208.336.4900 Jason Butler Associate Principal jasonb@ctagroup.com





Horrocks Engineers is a medium-sized, regional civil engineering firm with 230 employees in nine offices, including Boise. It has the ability to provide a staff large enough to provide specialty expertise and perform large engineering projects - yet it's small enough to be intimately familiar with each client's needs. This combination of attributes enables Horrocks to be responsive and diligent to the needs of each project, regardless of size and complexity.

### **Contact:**

Horrocks Engineers 5700 East Franklin Road Suite 160 Nampa, ID 83687 208.463.4197



Nashua Builders, a leading Modular Home and Commercial builder, is a State of Idaho Corporation. Nashua established itself as a leading producer of manufactured homes beginning in 1956 having produced over 50,000 units. In 2006, it shifted from homes to Commercial Temporary Workforce Housing units for the Canadian market; partnering with a Canadian company, Alta-Fab Structures to build 5000+ units. Beginning in 2014, with the downturn in oil prices, emphasis was shifted again to commercial buildings for the US market.

### **Contact:**

Nashua Builders 5200 S. Federal Way Boise, ID 83716 208.345.0222

Shain Zenor General Manager szenor@nashuabuilders.com



### b. Provide an organizational chart for the developmental entity





## c. Confirm whether the development entity has been formed and is registered with the State of Idaho. If it has not yet been legally formed please confirm when it will be formed.

The entity form will be a single asset, limited liability Company owned and managed by KC Gardner Company L.C.

## d. Identify whether development team has worked together on prior projects and identify and describe those projects briefly.

This high performing team has worked together on several community focused, complex, and successful projects.

### • St. Luke's Ambulatory Surgery Center; Meridian, Idaho

Gardner Company employed CTA for a two-story, 33,000 sq. ft. outpatient surgery center located on St. Luke's Meridian campus. The entire project was documented, financed, designed, and constructed in just over 14 months. Capable of supporting five operating rooms, its interiors provide a comforting atmosphere for staff and patients alike. The unique, modern facility captures the St. Luke's aesthetic with an open and inviting layout, ample daylighting, and efficient flows. Construction of the Surgery Center was completed in 2013.

### • Eighth & Main Building; Boise, Idaho

Located at Eighth and Main streets in the heart of downtown, this structure is the tallest building in the state of Idaho. The building, created in partnership with CTA, contains 17 floors with a penthouse crowning the structure. The tower's program includes a bank, retail and restaurant on the first two floors, tenant parking on the third through fifth floors, and office space on the sixth through sixteenth floors.

Construction of the Office Building was completed in 2014.

### • St. Luke's Ambulatory Surgery Center; Twin Falls, Idaho

Gardner Company partnered with CTA for a 22,470 sq. ft. outpatient surgery center located on St. Luke's Magic Valley Medical Center campus. This center features 5 operating rooms and 19 pre and post operation spaces.

Construction of the Surgery Center was completed in 2016.

### • St. Luke's Medical Office Building; Twin Falls, Idaho

Gardner Company is developing a two-story, 58,000 sq. ft. medical office building located on St. Luke's Magic Valley Medical Center campus. CTA is the architect of record and provided structural and interior design services. The building features an imaging clinic, occupational health clinic, an ear nose and throat practice, among others.

Construction of the Medical Office Building will be compete in 2017.



#### Include three professional references - including name, title, email and phone number. e. References cannot be a member of the development team.

Chris Roth CEO St. Luke's Health System rothc@slhs.org 208.493.0520

Kevin Satterlee COOBoise State University ksatterl@boisestate.edu 208.426.1233

Frederick J. Mack Managing Partner Holland and Hart fmack@hollandhart.com 208.383.3910







# Include financial statements of the development entity. Intentionally omitted, CCDC Staff confirms minimum RFQ/P requirements have been met



Intentionally omitted, CCDC Staff confirms minimum RFQ/P requirements have been met	



# Portfolio / Resume



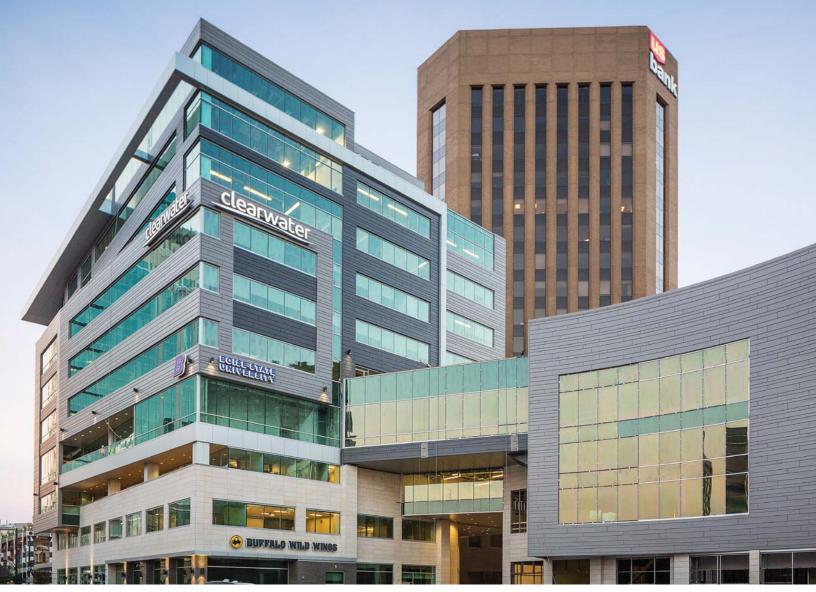
# Pioneer Crossing

Boise, ID

Pioneer Crossing is a 4.5 Acre development in the River Myrtle district which consist of a 644 stall garage with 12,000 sq. ft. of ground floor office/retail space. It will also include a 150 room Hilton Garden Inn along with 130,000 sq. ft. of a five-story office building and 5000 feet of retail/restaurant space. Located near the Pioneer Pathway, it will become an integral part of the corridor development.







# City Center Plaza

Boise, ID

City Center Plaza is the epitome of a public/private partnership to transform Downtown Boise. The class 'A' retail space in a nine-story office building is on Boise's most visible and vibrant downtown corner/plaza. The two buildings total over 350,000 sq. ft. of expanded convention space, co-located synergy with Boise State University's Computer Science Department with Clearwater Analytics, a new multimodal transportation center called Main Street Station, and approximately 25,000 sq. ft. of restaurant on the ground floor surrounding The Grove Plaza which will activate and enhance this public space.







## Ten Mile

Meridian, ID

The 75-acre complex on the northeast corner of Ten Mile Road and Interstate 84 will provide office and retail space, and potentially multi-family housing. AmeriBen will occupy a twostory, 75,950-square-foot building, and the new headquarters for Brighton, currently based in Boise, will have room for other tenants.







## Veranda

Meridian, ID

Gardner and Brighton Corporation collaborated on this assisted living complex in Meridian, Idaho. Veranda Senior Living at Paramount at the corner of Chinden Boulevard and Fox Run Drive will be a 55,000 sq. ft., 84-unit assisted living facility.







# Lone Mountain Land Company

Big Sky, MT

## Big Sky Workforce Housing

CTA has been working on designing an affordable workforce housing concept for Lone Mountain Land Company in Big Sky Montana. This project begins to address the shortage of affordable housing by finding creative solutions for acquiring parcels of land large enough for meaningful unit quantities to reduce the cost of construction, which translates into less cost to purchase. The design entails modular manufacturing of the living floors, combined with on-site installation of ground level foundations which reduces the cost of construction, in which the labor cost is a premium. The design features a target construction cost of \$150/sq. ft. and includes 32 affordable units in (eight) four-unit multiplexes.









# The Uptown Flats

Missoula, MT

The Uptown Flats was created from the renovation of an existing 1960s-era, 80-room hotel into a 42-unit, privately-owned residential condominiums. The project included the addition of private covered parking for tenants, private balconies for each unit, a community deck for shared use, a fitness room, and a community room.









# College of Southern Idaho Student Apartment Housing

Twin Falls, ID

This two-story apartment housing project is the first of its kind to be built on the campus. This efficient mix of 20 single and 20 double bedroom units is a prototype for a planned buildout of three buildings totaling 120 living units. The significant use of brick on the building's exterior complements the palate of the campus's academic core, while providing a welcoming residential scale. The interior finishes are durable, bright, and appropriately day-lighted with operable exterior windows.









## Jackson Hole Mountain Resort

Jackson, WY

This project is Phase I of a privately funded, employee housing project in Jackson WY. It contains 24 dwelling units of dorm style housing that are spread out over 3 buildings and 31,399 sq. ft. Buildings step down from three-story structures to two-story facing the street and are arranged to create and face an interior common green space.





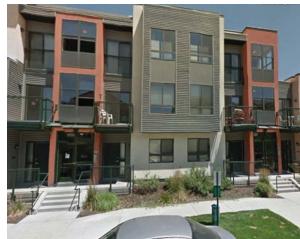




# Hazel Court Apartment Complex

Denver, CO

This project is a 17-unit, affordable apartment complex in Denver, Colorado. The living units consisted of 24 prefabricated modules, each of which needed to be set upon completed foundations. Once the buildings were set, the structural, electrical, mechanical, and plumbing systems had to be married to each other, as well as to the awaiting site. Modular construction was chosen for this project to help keep construction costs down and to speed up the construction process.













## Nashua Builders Projects

#### **Battle Mountain Housing Development**;

Battle Mountain, NV

This project was 4-plex and 3-plex configurations, a combination of studio, one, two and three bedroom builds of both single-story and two-story buildings.

**Children's Learning Center**; Jackson, WY This is a three-story School (18 Modules 15,000 sq. ft.)

**Single Family Homes**; Across the US Over 45,000 homes in various states

**Moose Haven Lodge**; Alberta, Canada Two three-story dorm buildings (30 modules each) 42,000 sq. ft.

Kitchen Dinner complex (15 modules) 10,000 sq. ft.

**Tulita Community Center**; North West Territories This was single-story building of 9,000 sq. ft. that had to be trucked in over ice and installed in weather that was 40–60 degrees below zero. **Dormitory Buildings**; Alberta & BC, Canada Built for Gas and Oil companies that are (8 modules 5,000 sq. ft. each) these were for several companies in both Alberta and British Columbia. Over 250 of these building have been manufactured in our plant.

#### **Kitchen & Dinning Complexes**

Over 20 complexes ranging in size from 5 to 43 modules each. Some of the dinners have the capacity to serve 500 plus meals 3 to 5 times a day.

#### Rig Manager Well Site (Exploration or RMWS) Units

These units are specifically engineered to accommodate a Drill Rig operator as well as a Soils Engineer.

#### San Carlos Apartments; CA

This is a three-story building c/w 9 apartments (12 modules 11,000 sq. ft.)

Silver Creek Inn; Bellevue, ID

Three-story boutique hotel (36 modules 58 rooms 28,000 sq. ft.)





# **Project Summary**

#### **Building Blocks**

Our team's vision for **Ash Street Place** is to create a safe, inviting, and interesting aesthetic through design which becomes a cornerstone of community living in Downtown Boise. Our mission is to develop this active and historic block into an affordable place that connects our diverse community with a desirable place to live, work, and play.

In appreciation of the history of the site and the ideal connective location along the Pioneer Corridor, **Ash Street Place** will create an inviting community which will be an efficient and affordable living option for our workforce community. Using local prefabricated modular units, this "building block" approach will provide efficient and cost effective construction that is easily repeatable. Thoughtful selection of building materials, exterior finishes and detailing will create a strong architectural identity that includes positive indoor and outdoor living. Connecting the Hayman House, Pioneer Pathway, Pioneer Neighborhood Community Center, and existing open park space will create a node along the corridor that is will be an exciting place to call home. Our vision is to see the development of this block solidify the Pioneer Neighborhood for years to come.

## Number of proposed residential units

36 Units

#### Size and configuration of units

Assumptions

- (12) 2-Bed Units Approximately 800 sq. ft.
- (24) Studio Efficiency Units Approximately 400 sq. ft.

Apartments will be laid out in a clean and simple configuration reflective of the modular building block system. The goal is to have strong connectivity to Ash Street and the urban setting all while providing adequate daylight and views from each unit.

Ash Street Downtown Apartment Pro-forma					
	Sq. Ft.	Rent	# Units	Gross Rent Potential	
Studio Efficiency	400	\$ 950.00	24	\$273,600	
2-Bed Units	800	\$1,100.00	12	\$158,400	
Totals	24,000		36	\$432,000	

oumptions						
	\$ 600.00					
Other Income						
Operating Expense						
·						
Total	Per door					
\$ 432,000	\$ 12,000.00					
\$ (21,600)	\$ (600.00)					
\$ 410,400	\$ 11,400.00					
\$ 7,200	\$ 200.00					
\$ 21,600	\$ 600.00					
\$ 439,200	\$ 12,200.00					
\$ (135,000)	\$ (3,750.00)					
\$ 304,200	\$ 8,450.00					
\$5,000,000.00						
\$5,070,000.00						
	\$ 432,000 \$ (21,600) \$ 410,400 \$ 7,200 \$ 21,600 \$ 439,200 \$ (135,000) \$ 304,200					



Per door

#### **Description of any on and off site improvements**

On and off site improvements will focus on connecting the unique surroundings of the site to promote community while also providing livability. Ash Street Place will become an integral feature along Pioneer Pathway linking downtown Boise with the river. An area for food truck vendors, open park space, ample parking, and outdoor space for tenants will complement the functionality of the building.

Building materials for the project will be simple, elegant, clean and natural in origin. This includes weathered steel (Corten accents), cement plastering (3 coat stucco), and accents of integrally colored fiber cement paneling (Cembrit). Adequate storage and necessary facilities to serve tenants will be provided assuring a functional site.

#### Description of any additional uses proposed and/or amenities included

**Ash Street Place's** amenities include semi-private outdoor community gathering space, food truck utility hook ups, fire pits, enclosed bike storage, and connection to the open park space that could incorporate a playground for tenant's children.

#### Description of any proposed CCDC financial assistance or participation, if any

If Gardner Company is selected; CCDC and Gardner Company will work together to determine the most appropriate participation program to meet the stated goal of creating work force housing. These negotiations will also include the mechanisms need to ensure the property remains workforce housing for the desired length of time.

#### Explain how the project meets the workforce housing goals of this Request and will continue to do so until 2025.

**Ash Street Place** will meet the longer term goals of urban workforce housing for Boise by its location, quality of life, and inherent durability.

The location of this property is perfectly positioned as our downtown develops westward within the coming decade. The site's adjacency for easy in access to the greenbelt, pathway, and bus systems is unparalleled. **Ash Street Place** will offer a quality of life few current housing options can match.

The durability and quality of the modular construction will allow for efficient maintenance and care of the building. The manufactured building blocks are built offsite in a weather protected, controlled setting, all while site work and utility improvements on the property can be conducted. Utilizing this modular system enables efficient use of material resources, and once brought on site, minimal construction impact to the existing neighborhood.

This allows efficient construction and ultimately a final product that will not only be affordable, but have a strong identity, aesthetic, and community vibe that caters to the downtown workforce. **Ash Street Place** will appeal to various generations, an evolving workforce, and a diverse demographic.



# Development Sources and Uses Budget



## **Development Budget**

PROJECT NAME:	ASH ST PLACE
DEVELOPER:	KC GARDNER
NUMBER OF UNITS:	36
COST PER UNIT	\$136,310.70

Please com	plete gray cells	only.			
ITEM	COST	% TOTAL			
ACQUISITION	•				
Land Acquisition	150,000	3.06%			
SITE IMPROVEMENTS		L.			
Demolition	7,000	0.14%			
On-Site Imp.	354,578	7.23%			
Streetscapes	50,000	1.02%			
Other off-sites	10,000	0.20%			
CONSTRUCTION	,,,,,,				
New Construction	3,063,319	62.43%			
Contingency	180,000	3.67%			
City Fees	112,000	2.28%			
ACHD Impact Fees	40,788	0.83%			
Building Permits	200,000	4.08%			
Furnishings	30,000	0.61%			
Other	0	0.00%			
Other	0	0.00%			
PROFESSIONAL FEES	U	0.007			
Survey	1,500	0.03%			
Architect & Engineer	200,000	4.08%			
Entitlement Fees	200,000	0.00%			
Real Estate Attorney	25,000	0.51%			
Consultant	25,000	0.00%			
	250,000	5.09%			
Developer Fee	,				
Environmental	3,000	0.06%			
Other	0	0.00%			
Other	0	0.00%			
CONSTRUCTION FINANCE	100 000	0.000			
Constr. Loan Interest	160,000	3.26%			
Constr. Loan Fee	0	0.00%			
Appraisal	3,500	0.07%			
Title and Recording	10,000	0.20%			
Other	0	0.00%			
Other	0	0.00%			
PERMANENT FINANCE	ı				
Perm. Loan Fee	40,000	0.82%			
Perm. Origination	0	0.00%			
Title and Recording	0	0.00%			
Other	0	0.00%			
Other	0	0.00%			
SOFT COSTS	1				
Funding Application Fee	1,000	0.02%			
Marketing Expense	3,500	0.07%			
Organizational Exp.	0	0.00%			
Constr. Insurance	2,000	0.04%			
Property Taxes	10,000	0.20%			
Other	0	0.00%			
Other	0	0.00%			
Other					
Reserves	0	0.00%			
Other	0	0.00%			
Other	0	0.00%			
DEVELOPMENT COST	4,907,185	100.00%			





## **Source of Funds (Construction and Permanent Financing)**

PROJECT NAME:	ASH ST. PLACE
PROJECT NAME:	ASIT SI. PLACE

#### Please complete gray cells only.

**Construction Financing** 

List Individual Sources of Construction Financing

	Lender Name or Source of Funds	Amount of Funds	Estimated Name and Telephone Number of Con- Interest Rate Person		
1	Bank of the Cascades	\$4,000,000.00	4%	Jeff Huhn	208-319-2424
2	Gardner Company	\$1,000,000.00	5%	Ryan Cleverly	208-246-8934
3					
4					
5					
6					
7					
	TOTAL SOURCE OF FUNDS	\$5,000,000.00	O (Amount must equal all development costs)		

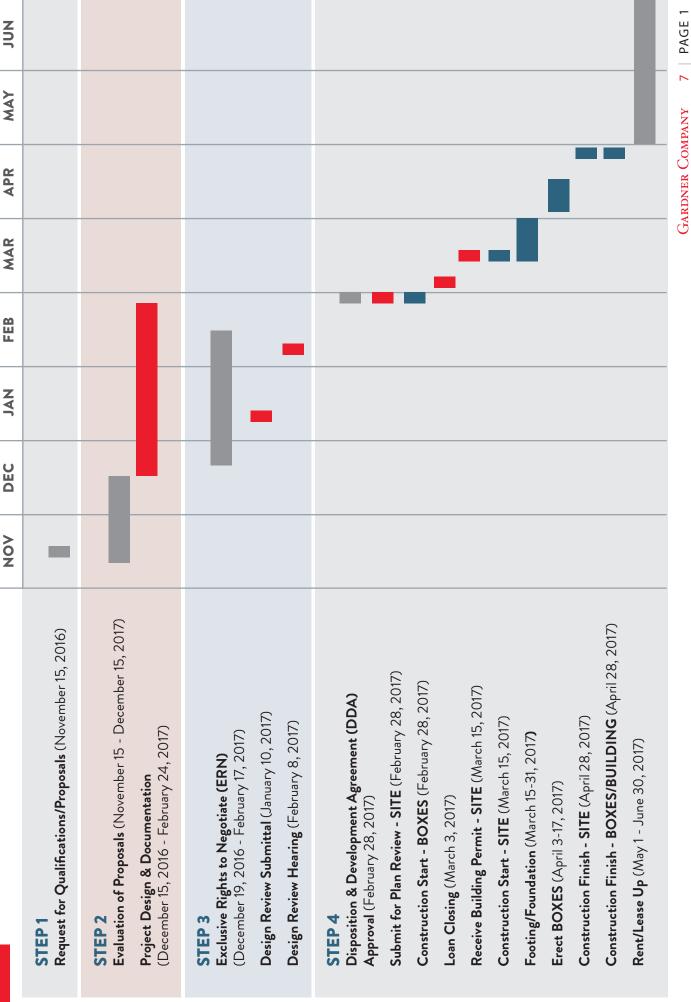
Permanent Financing

For Rental Project - List Permanent Financing for the Development

(For rental projects only) (Do not include construction financing.)

	Lender Name or Source of Funds	Amount of Funds	Estimated Interest Rate	Amortization Period	Loan Term
1	To Be Determined				
2					
3					
4					
5					
6					
7	Developer Equity				
	TOTAL SOURCE OF FUNDS	\$0.00			





Nashua/Site GC Dates

Gardner/CTA Dates

CCDC Dates

7 Development Timeline

# Completed Green Building Certification Form

### **Green Building Certification**

To: Capital City Development Corporation (CCDC)

Re: RFQ/P for a Workforce Housing Development, 503, 506, 511, 623, 647 Ash Street, Boise, Idaho

My signature below legally binds this development known as Ash Street Place to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (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. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.

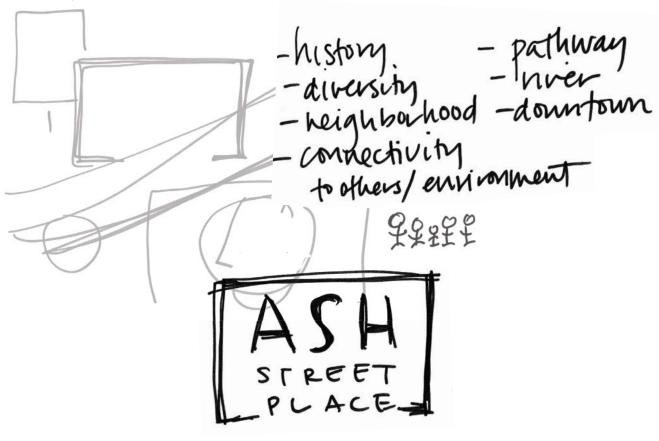


# Project Drawings

# **Logo Development**

To compliment the design of the building, our team felt it necessary to capture a strong brand identity for the proposed project. We welcome you to **Ash Street Place**.

**Ash Street Place** emerged from acknowledging the history, diversity, and fabric of the neighborhood. The development of this brand is one which embodies shelter, connectivity, and openness. This mark communicates the modular nature of the architecture which reinforces the notion of place.







# **Site Photos**













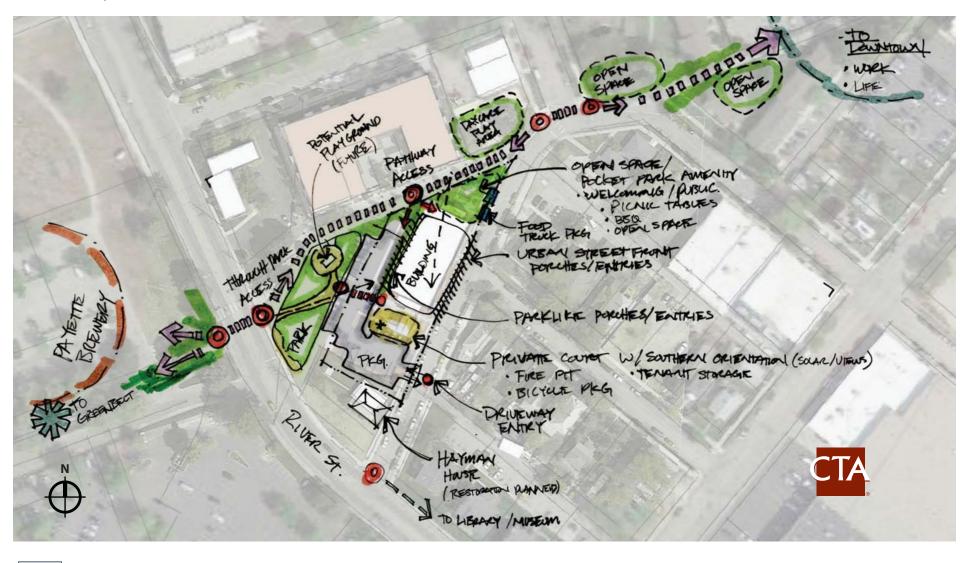


## **Ash Street Place - View from Northeast**





## **Site Study**



## **Site Layout**



#### **Ash Street Place**

Total Unit Count:

36

12 - 2 Bedroom Units

24 - Studio Efficiency Units

**37** - Parking Stalls (2 ADA Stalls)

Corner Park / Food Truck Court (Open / Public)

Tenant Courtyard (Open)

- Picnic Tables
- Outdoor Fireplace
- BBQ

Urban Streetfront Patios

Future Park Improvements (TBD)

- Playground
- Pioneer Path Connections

Tenant Courtyard (Private)

- Picnic Tables
- Bike Parking
- Fire Pit
- Tenant Storage



## **Corner Park / Food Truck Court / Tenant Courtyard**





## **South Tenant Courtyard - Sunset Views to Southwest Sky**





## **Floor Plan**





# **Urban Streetscape Along Ash Street**







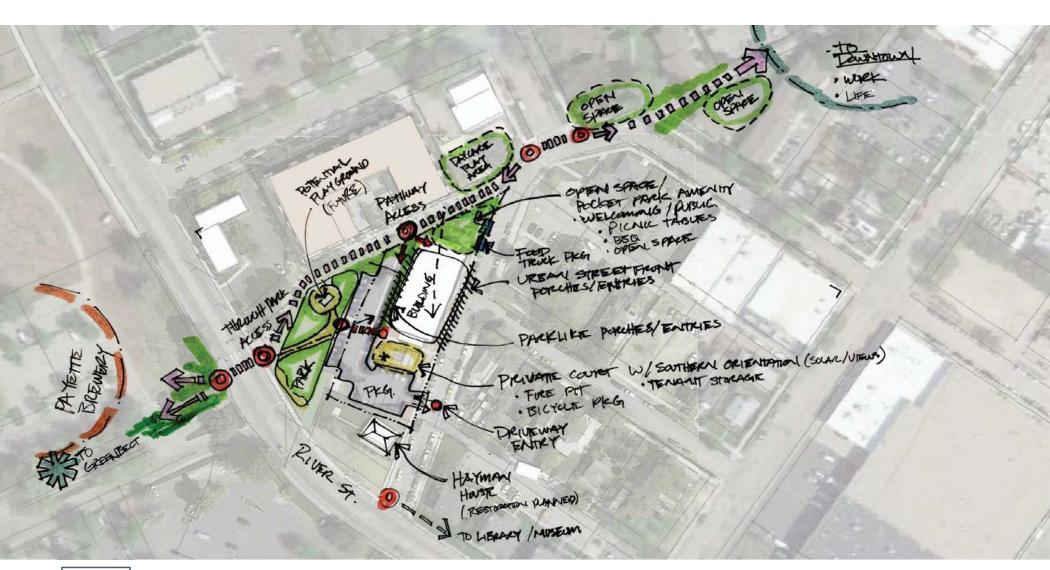






ASH STREET PLACE

GARDNER COMPANY















Corten Steel





3 – Coat Cement Plaster Stucco





Thermally Modified Wood Accent





High Density - Integral colored, Fibercement Siding









Outdoor Dining



Community Courts - Gabion Walls



Community Fireplace

ASH STREET PLACE

GARDNER COMPANY



ASH STREET PLACE

GARDNER COMPANY



ASH STREET PLACE

GARDNER COMPANY





#### **AGENDA BILL**

Agenda Subject:		Date:		
Approve Cost Share for	December 12, 2016			
to Two-Way				
Staff Contact:	Attachments:	i		
Matt Edmond	None	None		
Action Requested:				
Approve a cost share co	entribution of up to \$75,000 for concept design	to convert 5 <sup>th</sup> and 6 <sup>th</sup>		
Streets to two-way opera	ation.			

#### **Fiscal Notes:**

If approved, the \$75,000 would come from available funds in the Project Assessments line item that is included in the approved budget for River Myrtle in FY2017.

#### **Background**

In response to requests from CCDC and the City of Boise, ACHD is moving forward with plans to convert 5<sup>th</sup> and 6<sup>th</sup> Streets to two-way operation. ACHD completed a study earlier this year that determined the conversions to be feasible. These conversions were recommended in the Downtown Walkability Analysis commissioned by CCDC and performed by Jeff Speck in 2013. They would also expand on the successful two-way conversions of seven other downtown streets already completed by ACHD.

As requested ACHD has agreed to move forward with conversion of 5<sup>th</sup> and 6<sup>th</sup> Streets on an accelerated basis, with concept design efforts beginning December 2016 and construction occurring as soon as 2019. In order to meet an accelerated timeline, ACHD has requested some financial participation from CCDC for the concept design phase. CCDC believes a contribution of up to \$75,000 is reasonable for a few reasons. First, the rationale for the project is economic development in addition to traffic operation, and staff has reason to believe these specific conversions will facilitate and assist development in this area. Second, conversion of 5th and 6th will require some design and modification on the state system (Front and Myrtle intersections) and ITD is unlikely to contribute any funding for this. Finally, as this project was not in ACHD's Integrated Five-Year Work Plan, its own budget resources are limited.

#### **Staff Recommendation:**

Staff recommends that the board approve a cost share in the amount of \$75,000 from the Project Assessments line of the FY2017 budget for River Myrtle.

### **Suggested Motion:**

I move to approve a cost share contribution of up to \$75,000 for concept design to convert 5<sup>th</sup> and 6<sup>th</sup> Streets to two-way operation.



#### INFORMATION/DISCUSSION ITEM

Agenda Subject:	Date:	
Draft Fairview & Main Local Stree	December 12, 2016	
Staff Contact:  Matt Edmond  1. Draft Fairview & Main Local Streets Improvement		ts Improvement Plan

#### Background

The Ada County Highway District (ACHD) has developed the Draft Fairview and Main Local Streets Improvement Plan to evaluate and recommend infrastructure improvements to the area along the one-way couplet of Fairview Avenue and Main Street within the 30<sup>th</sup> Street Urban Renewal District. This effort was undertaken at the request of the City of Boise as a follow-up from the 30th Street Area Master Plan, and included agency representatives from CCDC, City of Boise, and Valley Regional Transit.

The purpose of the Plan is to establish consensus on how the street network should change as the area develops to meet the vision of the 30<sup>th</sup> Street Area Master Plan. This includes determining the feasibility of reducing the number of travel lanes on Fairview and Main from four to three to allow for street parking and enhance the existing bike lanes, and considering new local street connections in the area. Together, these changes would help to promote a walkable, people oriented, mixed-use neighborhood and enhance mobility for all modes.

Key recommendations of the plan include:

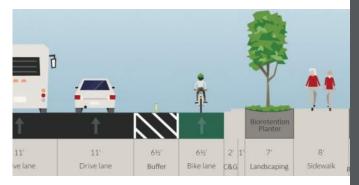
- Reconfigure Fairview Avenue between 16th Street and Whitewater Park Boulevard to provide three vehicle travel lanes, on-street parking on <u>both sides</u> of the street, and a protected bicycle lane on the right side of the street.
- Reconfiguring Main Street between 16th Street and Whitewater Park Boulevard to provide three
  vehicle travel lanes, on-street parking on the <u>left side</u> of the street, and a protected bike lane on
  the right side of the street.
- Add a two-way cycle track to the north side of Main Street across the Main Street Bridge.
- Add a two-way cycle track to the south side of Fairview Avenue across the Fairview Avenue Bridge.
- Add new local street connections through development:
  - o Extend Fletcher Street between 27th and Fairview at Whitewater Park Boulevard
  - Construct other new street connections as determined to be appropriate through the development process. These new streets may include:
    - Extension of 26<sup>th</sup> Street south of Idaho Street (61' right-of-way recommended)
    - Extension of Fletcher Street east of 27<sup>th</sup> to 23<sup>rd</sup> St (61' right-of-way recommended)
    - Expansion of the alley running between Main and Fairview as a minor street (20' right-of-way recommended)

#### **Next Steps**

ACHD staff will present the Draft Fairview & Main Local Streets Improvement Plan to the ACHD Commission at a work session on Wednesday, December 14. The Plan is scheduled to be considered for adoption at the January 25, 2017 ACHD Commission meeting. If adopted, there is currently no proposed timeline for when the recommended reconfiguration of Fairview and Main would take place.









# **DRAFT**

Fairview Ave. and Main St. Local Streets Improvement Plan

Prepared for:

**Ada County Highway District** 

Prepared by:

HDR Engineering, Inc.

Boise, Idaho October 10, 2016





### **Contents**

Acknowledgements	vii
Introduction	1
Planning Area	1
How Citizens Can Use This Plan	2
How ACHD and the City Use this Plan	2
Plan Technical Team & Process	3
Data Collection	4
Existing Plan and Policy Review	4
Agency Supplied Data	
Field Review	7
Existing Conditions	7
Streets	
Intersections	
Transit Services	
Pedestrian and Bicycle Facilities	
Pedestrian Crossings	
Travel Times	
Operational & Capacity Analysis	
Intersections	
Streets 14	4
Pedestrians Bicycles	
Safety Analysis	
Concept Development	
Future Development	
One-Way Couplet Lane Reconfiguration	
Option A - On-street parking on both sides/bike lane	
Option B - On-street parking on one side of the street/protected bike lane	18
Option C - On-street parking both sides/parking protected bike lane	
Green Stormwater Infrastructure (GSI)	
Bike Lane Options west of Whitewater Park Blvd	22
Potential Local Streets	
Proposed Locations	
Travel Demand Forecasting	
Lane Reconfiguration Alternatives	
Land Use Projections	
Future Development	
Forecast Data	
Concepts Analysis	
Lane Reconfiguration Alternatives	
Comparison of Lane Reconfiguration Alternative Forecast Volumes	30

Travel Pattern Changes	35
Operational Analysis	35
Streets 36	
Intersections	
AM Peak Hour	
PM Peak Hour  Recommended Improvements for Alternative 3	
Travel Times	
One-Way Couplet Lane Reconfiguration Options	
Option A - On-street parking on both sides/bike lane	
Option B - On-street parking on one side of the street/protected bike lane	
Option C - On-street parking both sides/parking protected bike lane	
Public and Stakeholder Involvement	45
Approach	45
Stakeholder Meetings	46
Public Information Meetings	
PIM # 1 Summary	
PIM # 2 Summary	
Concept Refinement	50
Concept Refinement Following PIM # 1	50
On-Street Parking Analysis	50
Cycle Track Concept	
Local Street Cross Sections	
Concept Refinement Following PIM # 2	
Protected Bike Lanes	
Fletcher St. Connection	
Improvement Plan	56
Lane Reconfiguration Plan	56
Bike Lane Improvement Plan	57
Local Street Connections	58
Fletcher St. Connection	58
Other Local Streets	58
Transit Coordination	59
Plan Implementation	59
Estimated Costs, Funding, and Timing	59
References	62

### **Tables**

Table 1. Existing Plans and Policies	4
Table 2. Agency Supplied Data	7
Table 3. Observed Peak Hour Travel Times	12
Table 4. LOS Thresholds for Motor Vehicles at Signalized Intersections	13
Table 5. Summary of Volume Comparisons between Lane Reconfiguration Alternatives	31
Table 6. Lane Reconfiguration Alternatives Travel Time Comparison	44
Table 7. Lane Reconfiguration Conceptual Costs	60
Table 8. Cycle Track Conceptual Costs	60
Figures	
Figure 1. Planning Area	2
Figure 2. Plan Process	
Figure 3. Preferred Fairview Ave. and Main St. Sections from 30 <sup>th</sup> Street Area Master Plan	
Figure 4. Existing Fairview Ave. and Main St. Cross Sections	
Figure 5. Existing Street and Intersection Control and Volumes	
Figure 6. Safety and Pedestrian Improvements, Main St. and 17 <sup>th</sup> St	
Figure 7. Existing Delay, LOS, and Maximum Approach Queue Length	
Figure 8. Fairview Ave. and Main St. Crash History	
Figure 9. Plan Area Future Development	
Figure 10. Fairview Ave. Lane Reconfiguration Options	
Figure 11. Main St. Lane Reconfiguration Options	
Figure 12. Green Streetscape	21
Figure 13. Main St. West of Whitewater Park Blvd. Proposed Bike Lane Options	23
Figure 14. Proposed Cycle Tracks over the Boise River	24
Figure 15. Potential Local Streets	25
Figure 16. Mixed-Use Neighborhood Local Street Cross Section - Fletcher St. and 26 <sup>th</sup> St	26
Figure 17. Mixed-Use Neighborhood Local Street Cross Section - East-West Streets and Alleyways	28
Figure 18. Mixed-Use Neighborhood Local Street – East-West Streets and Alleyways	
Figure 19. Lane Reconfiguration Alternative 1 Forecast Travel Demand Volumes	
Figure 20. Lane Reconfiguration Alternative 2 Forecast Travel Demand Volumes	
Figure 21. Lane Reconfiguration Alternative 3 Forecast Travel Demand Volumes	
Figure 22. Delay, LOS, and Maximum Approach Queue Length for Alternative 1 – 2040 No Build AM	
Figure 23. Delay, LOS, and Maximum Approach Queue Length for Alternative 2 – 2040 Build PM	
Figure 24. Delay, LOS, and Maximum Approach Queue Length for Alternative 2 – 2040 Build with	00
Local Streets AM	39
Figure 25. Delay, LOS, and Maximum Approach Queue Length for Alternative 1 – 2040 No Build PM	40
Figure 26. Delay, LOS, and Maximum Approach Queue Length for Alternative 2 – 2040 Build PM	41

	1	-
ь.	- 1	
		1

Figure 27. Delay, LOS, and Maximum Approach Queue Length for Alternative 3 – 2040 Build with Local Streets PM	42
Figure 28. Fairview Ave. Potential On-Street Parking Spaces & Example	51
Figure 29. Main St. Potential On-Street Parking Spaces & Example	52
Appendices	

Appendix A – Data Collection and Existing Conditions Technical Memo

Appendix B - Existing Travel Time Data

Appendix C – Final Methods and Assumptions for Forecasting Traffic Volumes

Appendix D – Forecast Conditions Technical Memo

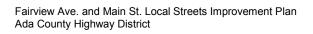
Appendix E – Stakeholder Meetings and PIM #1 and PIM #2 Summaries

Appendix F - On-street Parking Analysis Memo

Appendix G - Cycle Track Site Visit Notes

Appendix H – Fletcher St. Functional Classification Memo

Appendix I – Conceptual Cost Estimate



This page is intentionally left blank.

# Acknowledgements

### Ada County Highway District

Brooke Green, MBA, PCED -ACHD Project Manager

Christy Foltz-Ahlrichs

Ryan Head, AICP

Tim Curns, PE

Mitch Skiles

Christy Little

Pierson Dewit, PE

Joan Meitl, PE

### **City of Boise**

Karen Gallagher

Zach Piepmeyer, PE

#### CCDC

Matt Edmond, AICP

### **Valley Regional Transit**

Jake Hassard, PE

### HDR Engineering, Inc.

Cameron Waite, PE, PTOE - Consultant Project Manager

Stephanie Borders

Christopher DeLorto, PE

Tracy Ellwein, PE



# Introduction

The Ada County Highway District (ACHD), in cooperation with the City of Boise, has developed the Fairview Ave. and Main St. Local Streets Improvement Plan (the Plan) to evaluate and recommend infrastructure improvements to the area around the one-way couplet of Fairview Ave. and Main St. The Plan is a result of the findings from the 30<sup>th</sup> Street Area Master Plan officially adopted with City of Boise Resolution 19725 (R-294-07). Specific objectives of the Plan include:

- Determining if it is feasible to reduce the number of travel lanes on both Fairview Ave. and Main St. from four to three to allow the reconfiguration of these arterials
- Adding on-street parking to Fairview Ave. and Main St.
- Improving existing bicycle lanes on Fairview Ave. and Main St.

The Plan proposes an expansion of the local streets network between Idaho St. and the area south of Fairview Ave. to decrease out of direction travel and increase connectivity for motorists, pedestrians, and bicyclists. These local streets will be designed and constructed by developers through the redevelopment process.

The Plan's objectives were developed to meet the vision for the Main-Fairview Sub district from the *30<sup>th</sup> Street Area Master Plan*, including:

- Promoting walkable, people oriented, mixed-use neighborhoods through development
- Enhancing mobility for motorists, pedestrians, and bicyclists
- Enhancing the local street network as the area develops

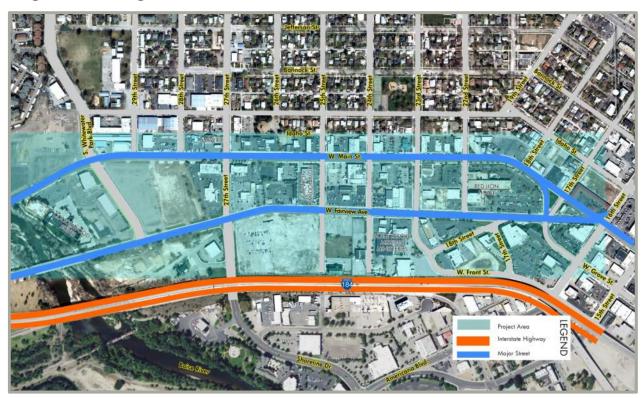


Source: 30<sup>th</sup> Street Area Master Plan

# Planning Area

The Plan area shown in **Figure 1** and is bounded by Idaho St. to the north, Interstate 184 (I-184, the Connector) to the south, 16<sup>th</sup> St. to the east, and Whitewater Park Blvd. to the west, covering approximately 132 acres (0.21 square miles). The segments of Fairview Ave. and Main St. between Whitewater Park Blvd. and Garden St. were included specifically to investigate bicycle facility improvements. Whittier Elementary School is located just north of the study area at Idaho St. and 29<sup>th</sup> St. along with residential developments. The Fairview Ave. and Main St. area is envisioned in the 30<sup>th</sup> Street Area Master Plan as "a high density, mixed use, urban-style activity center including offices, housing, hotels, cultural and educational uses, restaurants, retail and service businesses which would have a city-wide or regional draw."

Figure 1. Planning Area



### How Citizens Can Use This Plan

Citizens living and commuting in the planning area can refer to this Plan to follow how ACHD and the City of Boise will improve transportation facilities for all users and promote redevelopment in the area. If citizens have comments or questions about this Plan, please contact ACHD to learn more or to discuss how the Plan might be updated to reflect changing conditions.

# How ACHD and the City Use this Plan

This Plan serves as a blueprint for how ACHD and the City will work together to support redevelopment of the Main-Fairview Sub district as outlined in the 30<sup>th</sup> Street Area Master Plan to provide accessible, vibrant, walkable, people-oriented, mixed-use neighborhoods. ACHD will incorporate the recommended improvements to Fairview Ave. and Main St. as funding allows. The City of Boise and ACHD will work with the development community to provide needed local street connections through the redeveloped areas.



Recently improved pedestrian ramps installed on Main St. with redevelopment

### Plan Technical Team & Process

Coordination between the transportation and land use planning agencies was critical to the development of the Plan. Several agencies served on the technical and public involvement team, providing direction, input, and making collaborative decisions. Participating agencies included:





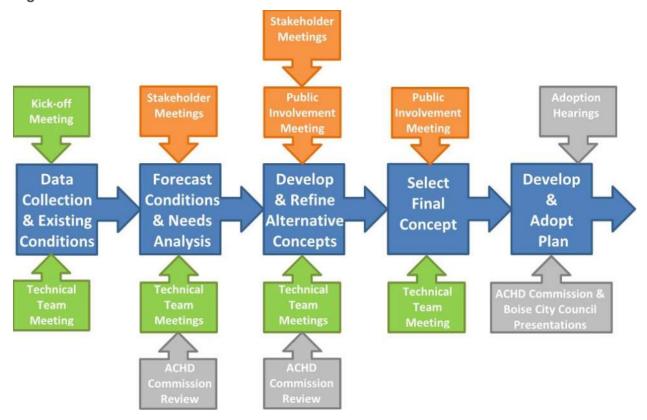




This team coordinated the plan's technical items with ACHD's Communications staff to share alternatives, options, and evaluation results with the public and stakeholders well as gather their input. Technical team recommendations were adjusted, as feasible, based on public and stakeholder input as well as agency and elected officials reviews.

Key Plan activities, including public meetings, agency review, stakeholder involvement, and elected officials meetings are outlined in the Plan Process shown in Figure 2.

Figure 2. Plan Process



# **Data Collection**

# Existing Plan and Policy Review

Several other existing plans and policies have been completed or are in the planning/design process that have impact on the Plan. These were researched and pertinent information was gathered from each to guide the technical team in developing the Plan goals and recommendations. The existing plans and policies reviewed are summarized in **Table 1**.

Table 1. Existing Plans and Policies

Table 1. Existing 1 lans and 1 oncies				
Plan/Policy	Relevancy to Fairview Ave. & Main St. Local Streets Improvement. Plan			
30 <sup>th</sup> Street Area Master Plan (2012)	This plan identified the desire to reconfigure the couplet to reduce the number of travel lanes in each direction from four to three and allow bicycle and parking lanes, street trees, and street furnishing to be added. It provided the objectives for the Plan.			
Blueprint Boise (2011)	Boise's comprehensive plan defines specific policies for the Fairview Ave. /Main St. area related to land-use and connectivity which influenced local street connections.			
Urban Renewal Plan: 30 <sup>th</sup> Street Area Urban Renewal Project	This renewal plan outlines the redevelopment activities that will revitalize the area and improve the infrastructure. It supported the Fairview Ave. and Main St. lane reconfigurations and local street connections.			
Boise Transportation Action Plan (2016) – Draft	This plan outlines the City's vision for transportation, including new connections and prioritization criteria, including for the Plan area. This plan is not yet adopted.			
Main and Idaho Bicycle Lane Alternatives Study (2016) - Deferred	ACHD is evaluating a proposal to include bicycle lanes on Main and Idaho streets. Alternatives from that study were included in this Plan as to provide continuity along the connecting streets.			
Valleyconnect (2011)	VRT's long range vision of comprehensive alternative transportation system, including expanded service in the Plan area.			
ACHD Complete Streets Policy (2009)	Provides a guiding principle for this Plan; the transportation system should allow people of all ages and abilities to travel safely and independently.			
CCDC Downtown Boise Streetscape Standards & Specifications Manual (2016)	The Downtown Boise Streetscape Standards & Specifications Manual outlines streetscape standards for new development and CCDC streetscape projects downtown. Specific streetscapes and Green Stormwater Infrastructures (GSI) integration are proposed for the Fairview Ave. /Main St. Area.			

Table 1. Existing Plans and Policies

Plan/Policy	Relevancy to Fairview Ave. & Main St. Local Streets Improvement. Plan
Fairview Ave./Grove St./Main St./17 <sup>th</sup> St. Pedestrian Project (2016) Built	ACHD ADA Committee requested project: Pedestrian facilities where these intersections converge were improved with Accessible Pedestrian Signals (APS), Rectangular Rapid Flashing Beacon (RRFB) Signals, pedestrian ramp installation/improvements, and concrete sidewalk rehabilitation. These improvements addressed a safety need identified in the Plan.

The *30<sup>th</sup> Street Area Master Plan* identified and developed preferred street sections for Fairview Ave. and Main St., shown in **Figure 3**. These recommendations were the starting point for this Plan alternative concept discussions and investigation.

Fairview Ave. රේව 11.5 11" Transit Parking Sidewalk / Lane Parking Sidewalk / 3.5' Landscape Landscape 3.5 80' Right-of-Way Easement Easement Main St. 6.5 6.5 Sidewalk / Planting Area Transit Sidewalk / Parking Parking Planting Area 56' Roadway 15.5 15.5 6.5' Remaining 87' Improved Remaining Right-of-Way Right-of-Way Right-of-Way

Figure 3. Preferred Fairview Ave. and Main St. Sections from 30<sup>th</sup> Street Area Master Plan

Source: 30th Street Area Master Plan

# **Agency Supplied Data**

Several agencies provided the supporting data summarized in **Table 2**. Details are found in the Data Collection and Existing Conditions Technical Memo in **Appendix A**.

**Table 2. Agency Supplied Data** 

Agency	Data
ACHD	<ul> <li>Current average daily traffic (ADT) volumes for study streets</li> <li>Current AM and PM peak hour volumes for the Fairview Ave. and Main St. signalized intersections</li> <li>Available pedestrian counts</li> <li>Existing storm drain facilities and outfalls within the plan area</li> <li>VISSIM traffic simulation software base model</li> <li>Existing signal timings</li> <li>Existing right-of-way information</li> <li>Existing travel time runs on Front St. and Main St.</li> <li>2015 and 2040 AM peak regional travel demand model runs</li> </ul>
City of Boise/CCDC	<ul> <li>Committed and planned infrastructure improvements in the area, including private development</li> <li>Current and planned land use and zoning</li> </ul>
VRT	<ul> <li>Confirmation of existing bus routes and headways in the study area</li> <li>Estimate of bus routes and headways for forecast analyses</li> </ul>
COMPASS	<ul> <li>2015 and 2040 PM peak and daily regional travel demand model runs for the area</li> </ul>
ITD Office of Highway Safety	<ul> <li>2010-2014 crash data for the Fairview Ave. and Main St. streets and intersections in the area</li> </ul>

### Field Review

A field review of the streets and intersections throughout the Fairview Ave. and Main St. couplet area was conducted to determine the existing street and intersection configuration, traffic control, bus stop locations, street curb-to-curb width (measured to the face of curb), sidewalk locations and widths, and driveway density/spacing. Travel times during the AM and PM peak hours along Fairview Ave. and Main St. were also collected by HDR. Measurement results and values are found in **Appendix A**.

# **Existing Conditions**

The following sections discuss the existing and planned transportation infrastructure and service improvements, as well reporting on the level of service (LOS) of the streets and intersections within the study area. Detailed existing conditions information is found in **Appendix A**.

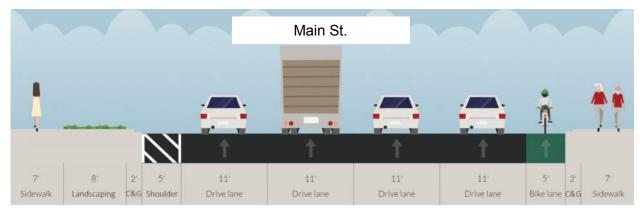
### Streets

The Plan street information, including Transportation-Land Use Integration Plan (TLIP) designations, is summarized below. Existing cross sections for Fairview Ave. and Main St. are shown in Figure 4.

- Fairview Ave. is functionally classified as a principal arterial and as a Town Center Arterial on the Ada County Master Street Map (MSM). It has four one-way travel lanes for eastbound traffic, a dedicated bicycle lane, and curb, gutter, and sidewalk on both sides. Fairview Ave. typically has 80-feet of existing right-of-way.
- Main St. is functionally classified as a principal arterial and as a Town Center Arterial on the MSM. It has four one-way travel lanes for westbound traffic, a dedicated bicycle lane, and curb, gutter, and sidewalk on both sides. Main St. typically has 80-feet of existing right-of-way.

Figure 4. Existing Fairview Ave. and Main St. Cross Sections





- Whitewater Park Blvd. is functionally classified as a minor arterial and as a Town Center Arterial on the MSM. It has two travel lanes and a bicycle lane in each direction with curb, gutter, and sidewalk on both sides.
- 27<sup>th</sup> St. is functionally classified as a minor arterial and as a Neighborhood Arterial north of Main St. and a Town Center Arterial south of Main St. on the MSM. South of Fairview Ave. 27<sup>th</sup> St. has two lanes in each direction, between Fairview Ave. and Main St. It has



one travel lane in each direction with one dedicated left turn lane in each direction. North of Main St. it has one lane in each direction with a painted two-way left turn lane median. There is a bicycle lane in each direction along 27<sup>th</sup> St. in the area and curb, gutter, and sidewalk on both sides.

- 16<sup>th</sup> St. is functionally classified as a minor arterial and as a Town Center Arterial on the Ada County Master Street Map. It has four one-way travel lanes for southbound traffic north of Main St. South of Main St. it has three one-way travel lanes. There is a bicycle lane on the east side of the road north of Main St. and a bicycle lane on each side of the road south of Main St. It has curb, gutter, and sidewalk on both sides.
- 23<sup>rd</sup> St. is functionally classified as a local street. North of Main St. it is a two-lane, twoway street with on-street parking. Between Fairview Ave. and Main St. it has one travel lane in each direction with one dedicated left turn lane in each direction, and south of Fairview Ave. it has one lane in each direction.
- The remaining streets are all classified as local streets.
  - o 29<sup>th</sup> St., 28<sup>th</sup> St., 25<sup>th</sup> St., 22<sup>nd</sup> St., 18<sup>th</sup> St., and 17<sup>th</sup> St. north of Main St. are twoway, two-lane roadways with on-street parking.
  - o 17th St. between Fairview Ave. and Main St. has two one-way lanes for northbound traffic. North of Main St. it is a two-way, two-lane roadway with onstreet parking.
  - Grove St. is a two-way, two-lane roadway with a bicycle lane and curb, gutter, and sidewalk on both sides.

### Intersections

The study intersections, including existing control, turning movement volumes at signalized intersections, and daily volumes, are shown in Figure 5. The existing lane configurations and details are described in Appendix A.

### Transit Services

Currently ValleyRide bus routes 6, 7A, 7B, 8x, and 11 serve riders in the area with stops on Fairview Ave. in the southwest corner of the intersections at 27<sup>th</sup> St., 23<sup>rd</sup> St., 18<sup>th</sup> St., and Grove St. Main St. stops are in the northeast corner of the intersections at Whitewater Park Blvd., 27<sup>th</sup> St., 23<sup>rd</sup> St., and 18<sup>th</sup> St. There is a bench at the stop at

Bus stop shelter and pullout on Fairview Ave. between 18th St. and Grove St.

Fairview Ave. and 27<sup>th</sup> St., a shelter at the bus stop at Main St. and 23<sup>rd</sup> St., and a bus pullout with a shelter at the bus stop on Fairview Ave. and 18<sup>th</sup> St.

Inter-county bus routes 40, 42, and 43 use Fairview Ave. and Main St. to travel from Nampa and Caldwell to downtown Boise. Currently there are 11 buses traveling along Fairview Ave. and Main St. in the AM peak hour, 5 of which are inter-county. In the PM peak hour there are 10 buses traveling the arterials, 5 of which are inter-county.

9 \$ 1 / 01 \$1 / 92 \$2 / 92 str 122 P 282 \* 70 \ 30 \* 70 \ 30 £ 122 / E. uğ. 414 1,024 | 576 41 | 22 F 211 / 99 2 62 / 43 1788 1788 1989 HER ₹ 755 1 70 566 1 755 ₹ 128 \ 240 215 \ 240 36 / 103 <del>-</del> 報 / 報 / 報 510 282 333 991 / 100**2 ⊅** £ 100 / 201 ₹ \$39 \ 387 7 \$39 \ 387 ٩t 146 / 362

Figure 5. Existing Street and Intersection Control and Volumes

# **FDS**

# Pedestrian and Bicycle Facilities



Sidewalk gap & poor condition sidewalk along Fairview Ave. with existing bike lane

A mix of attached and detached sidewalks exists along most of the Plan streets. Sidewalk widths along Fairview Ave. and Main St. vary from 5-feet to 10-feet. There is a gap on the south side of Fairview Ave. between Whitewater Park Bld. and 27<sup>th</sup> St. The sidewalk on the south side of Fairview Ave. from 27<sup>th</sup> St. to 25<sup>th</sup> St. is in poor quality.

Paved Greenbelt pathways currently run along both sides of the Boise River under the Fairview Ave. and Main St. Bridges. There are pathway connections to the Greenbelt on both sides of the Boise River from the sidewalk on the north side of Main St. The only connection from Fairview Ave. to the Greenbelt is on the west side of the bridge from the north sidewalk.



There are existing bicycle lanes on Fairview Ave., Main St., Whitewater Park Blvd., 27<sup>th</sup> St., Grove St., and 16<sup>th</sup> St. The bicycle lanes on Grove St. south of Fairview Ave. and on Main St. west of Whitewater Park Blvd. have painted buffers. The 5-foot wide painted buffer on Main St. has channelizing posts spaced every 40-feet for additional protection and visibility.

On the south side of Main St. from 17<sup>th</sup> St. to Whitewater Park Blvd., the south side shoulder attracts some cyclists, although it is

not marked for bicycles and crosses a number of manholes. Fairview Ave. also has a shoulder on the north side of the road that some cyclists may use. This is a safety concern as drivers, especially left turning drivers, may be less aware of cyclists on the left side of the road.



Existing protected bicycle lane on Main St.

# **Pedestrian Crossings**

There are signalized pedestrian crossings of Fairview Ave. and Main St. at each signalized intersection on the one-way couplet, including at Whitewater Park Blvd., 27<sup>th</sup> St., and 23<sup>rd</sup> St. The Fairview Ave./Whitewater Park Blvd. has one marked crossing on the west side of Fairview Ave. leading to a pedestrian ramp but no sidewalk. The Fairview Ave. /27<sup>th</sup> St. intersection has no marked crossing on the east side of Fairview Ave. There are no marked crossings on the north side of Fairview Ave. at 17<sup>th</sup> St. and at Grove St.

ACHD installed improvements to pedestrian facilities consistent with the Americans with Disabilities Act (ADA) Standards where Fairview Ave., Grove St., Main St. and 17<sup>th</sup> St. converge in the summer of 2016. The pedestrian improvements are shown in **Figure 6**.

Figure 6. Safety and Pedestrian Improvements, Main St. and 17th St.



### Safety and Pedestrian Improvements Main St. and 17th St.

At the end of June ACHD began construction to improve pedestrian facilities where the intersections of Fairview Ave., Grove St., Main St. and 17th St. converge. Improvements include:

- Accessible Pedestrian Signals (APS)
- ••• Rectangular Rapid Flashing Beacon (RRFB) Signals
- Pedestrian ramp installation/improvements to comply with Americans with Disabilities Act (ADA) Standards
- △ Concrete sidewalk rehabilitation

### **Travel Times**

Travel times during peak commuting hours were collected along Fairview Ave. and Main St. between Whitewater Park Blvd. and 16<sup>th</sup> St. and are summarized in **Table 3**. Six runs each were completed during the AM (7:00-8:30 a.m.) and PM (4:30-6:00 p.m.) peak hours. The measured Fairview Ave. length is 0.67 miles and the measured length for Main St. is 0.75 miles. Detailed travel time information is found in **Appendix B**.

Table 3. Observed Peak Hour Travel Times

Street	Average Travel Time (Seconds)	Average Travel Speed (mph)	Longest Run Travel Time & Time Measured (Seconds)	Longest Run Travel Speed (mph)	Shortest Run Travel Time & Time Measured (Seconds)	Shortest Run Travel Speed (mph)
AM Peak Hour						
Fairview Ave.	132	23.4	164 – 7:44 a.m.	18.6	103 – 8:17 a.m.	28.3
Main St.	102	24.1	296 – 7:50 a.m.	18.2	99 – 7:20 a.m.	27.5
PM Peak Hour						
Fairview Ave.	109	25.8	156 – 5:16 p.m.	19.8	80 – 5:04 p.m.	29.2
Main St.	139	17.6	530 – 5:20 p.m.	8.1	95 – 4:53 p.m.	28.3

Fairview Ave. and Main St. are important commuter arterials and the travel times during the peak hours reflect that. The travel times and speeds are near free-flow conditions before the peak commute times and then spike quickly right before 8:00 a.m. and after 5:00 p.m. The spikes are estimated to last about 20 minutes during the morning commute and about 40 minutes during the evening commute. Main St. in the evening commute experiences the most delay and longest travel times.

# **Operational & Capacity Analysis**

#### Intersections

The PM peak VISSIM model provided by ACHD included all of downtown Boise and produced a gridlock condition that brought simulated traffic to a standstill in the study area. Specific model refinements were made to alleviate this issue to identify specific issues and improvements for the Plan intersections. The ACHD model was calibrated to existing vehicle volumes and travel times. ACHD has set intersection measures and capacity thresholds based on the volume-to-capacity (v/c) ratio which include LOS D = v/c ratio of 0.90 and LOS E = v/c ratio of 1.00. The measurements for each intersection include a v/c ratio = 0.90 for the total intersection and a v/c ratio = 1.00 for each lane group. Details of thresholds and analysis are found in **Appendix A**.

Intersection performance was calculated from the calibrated VISSIM model averaged across 10 simulation runs. **Figure 7** show the average delay by movement, intersection LOS, and maximum approach queue length for the signalized intersections on Main St. and Fairview Ave. The arrows depict the vehicle movements at the intersection, the number next to them the average delay in seconds, and the colors correspond to the LOS for the movement according to the legend in **Table 4**. The letters and numbers in the center of the intersection represent the overall intersection delay and LOS. The estimated maximum queue numbers are in feet from the intersection stop bar.

Table 4. LOS Thresholds for Motor Vehicles at Signalized Intersections

LOS	Control Delay per vehicle (seconds per vehicle)	Color Code in Capacity Report Figures
Α	<= 10	
В	10-20	
С	20-35	
D	35-55	
Е	55-80	
F	>80	

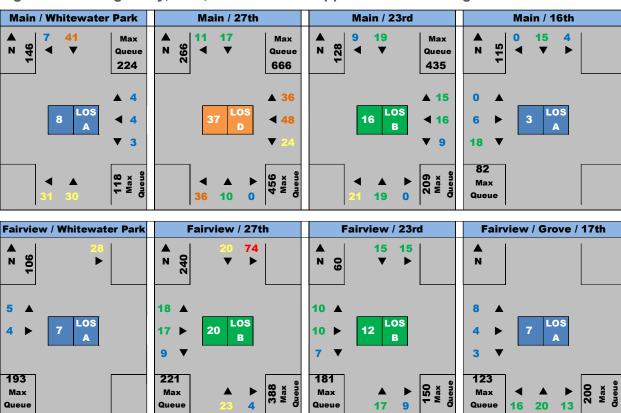


Figure 7. Existing Delay, LOS, and Maximum Approach Queue Length

All of the intersections are estimated to operate at acceptable LOS as defined above in the PM peak hour based on this analysis. Main St. and 27<sup>th</sup> St. showed the worst overall intersection performance, with 37 seconds of average delay (LOS D) and long approach queues. Given that the 27<sup>th</sup> St. segment between Main St. and Fairview Ave. is about 400 feet long, the longest queues appear to occupy that entire distance and likely contribute to longer queues on Fairview Ave. for vehicles attempting to turn north onto 27<sup>th</sup> St. The worst performing movement was the southbound left turn at Fairview Ave. and 27th St., with an average delay of 74 seconds (LOS E). Even though the delay was high on this movement, the queue length was short, suggesting it clears on each signal cycle, operating at or below capacity.

#### Streets

The existing street roadway segment volumes were compared to applicable values in the ACHD Capital Improvements Plan used to establish LOS thresholds for ACHD's arterial streets. The threshold values identify capacity deficiencies and street improvement needs based on peak hour directional volumes and the functional classification of the roadway. To identify capacity deficiencies and street improvement needs, ACHD capacity thresholds are adopted at LOS D for Minor Arterials and LOS E for Principal Arterials. Details of thresholds and analysis are found in Appendix A.

All of the Plan streets sections are estimated to operate at LOS D or better in the AM and PM peak hours except for Main St. west of Whitewater Park Blvd. in the PM peak hour, where the travel lanes are currently reduced from four to three. This segment over the Boise River is

estimated to operate at LOS E during the evening commute, which is acceptable per ACHD's Policy and normally only exists at this LOS for less than an hour each day.

#### **Pedestrians**

Pedestrian counts were only available at two study intersections; Main St. and 16<sup>th</sup> St. and Fairview Ave. and 23<sup>rd</sup> St. Main St. and 16<sup>th</sup> St. had 29 pedestrians travel through the intersection during a two-hour morning count. Of these, 17 crossed Main St. on the east approach. At Fairview Ave. and 23<sup>rd</sup> St. there were 18 pedestrians observed during an hour and 45 minutes in the afternoon. Pedestrian activity is expected to increase around bus stops, which are located along the one-way couplet at signalized intersections where there are marked and signalized pedestrian crossings. Most unsignalized intersections with Fairview Ave. and Main St. have unmarked pedestrian crossings of the cross streets, with the exception of two approaches at Main St. and 17<sup>th</sup> St. No mid block crossings exist.

The majority of pedestrian ramps appear to be ADA compliant. There are some that are not compliant based on visual inspection that can be updated with future projects. As described above, access to the Greenbelt is available at the north side of the Main St. crossing of the Greenbelt on both sides of the Boise River. Fairview Ave. has access to the Greenbelt from the north side on the west side of the Boise River.

### **Bicycles**

Bicycle counts provided by ACHD revealed a high bicycle volume on  $16^{th}$  St. at the Idaho St. intersection. 48 bicycles were observed traveling southbound during the peak two hours in the morning (7:00 – 9:00 a.m.) and 28 during the peak two hours in the afternoon (4:00 – 6:00 p.m.). At  $16^{th}$  St. and Main St. on a different day, 53 were observed southbound during the same peak two hours in the morning, and 35 during the peak two hours the afternoon. Between 25-40% of cyclists used the sidewalk.

# Safety Analysis

Crash data for the most recent available 5 years (2010-2014) from the ITD Office of Highway Safety identified 57 total crashes along Fairview Ave. and 90 along Main St. There were no

2010 - 2014 Crash History

Same Direction

Turning

70

26

Property Damage Only

43

reported crashes at the intersection of Fairview Ave. with Whitewater Park Blvd. **Figure 8** shows the type, severity, and representative location of all the reported crashes.

Figure 8. Fairview Ave. and Main St. Crash History



Only 12 of the 147 crashes were not at intersections. Forty-five of the crashes were injury crashes (31% of total). By far the most common type of crash was angle crashes at intersections, accounting for almost half of all crashes (47%), followed by same direction turning crashes (18%), sideswipe same (14%), and rear-end crashes (10%). Over three-quarters of all crashes occurred in daylight and 86% occurred under dry conditions. The most common contributing circumstances include inattention (24%), failure to obey signal (21%), improper lane changes (14%), and failure to yield (12%). These crash types and contributing circumstances are consistent with those expected with one way operations and signalized intersections.

The intersections were separated into signalized and unsignalized groupings to compare similar intersections. The average crash rate was calculated for each group and the critical crash rate for each intersection was calculated following *Highway Safety Manual* (HSM) guidelines. The actual crash rates for each intersection were compared to the critical crash rate to identify those intersections with excessive crash patterns. One intersection in each group was found to have a crash rate higher than the critical crash rate; Fairview Ave. and 27<sup>th</sup> St. for signalized intersections and Main St. and 17<sup>th</sup> St. for stop-controlled intersections. Details of the critical crash rates are found in **Appendix A**.

Fairview Ave. and 27<sup>th</sup> St. had by far the most crashes at any intersection (28) with half being angle crashes with turning vehicles, six same direction turning crashes, and three rear-end crashes. Over one-third of crashes had injuries with the most common contributing circumstances being inattention (10) and failure to obey signal (10). This intersection was identified as a high crash location by ACHD. In 2015 ACHD added lighting, repositioned signal heads, and updated signing and pavement markings at the Main St. and 27<sup>th</sup> St. intersection to make things clearer for motorists as well as adjusting signal timing time of day plan changes to be less abrupt, all in effort to improve operations at the intersection. Data is not available yet to

**FDR** 

determine how these improvements have affected the crash rate at the intersection. Similar improvements are planned for the Fairview Ave. and 27<sup>th</sup> St. intersection to address the crash patterns and frequency.

The Main St. and 17<sup>th</sup> St. intersection has significant issues with vehicles turning from the 17<sup>th</sup> St. approaches onto Main St. Thirteen of the seventeen crashes a this intersection were angle crashes with the main contributing circumstances being inattention (5), failure to obey stop sign (5), and failure to yield (4). There is a perception issue where motorists try to turn onto Main St. and misjudge the approaching vehicles speed or turn into the wrong lane. Sight distance issues exist for both 17<sup>th</sup> St. approaches looking east with utility poles, landscaping, and buildings within the sight triangles. ACHD completed a project this year to enhance the pedestrian crossings. It was originally requested by the ACHD ADA Advisory Committee and will help with some of the safety issues identified.

# **Concept Development**

# **Future Development**

The Plan's objectives were established to promote revitalization of the Fairview Ave. and Main St. area through redevelopment. While several parcels in the area are currently undeveloped, new development is anticipated in the near and distant future. Future development in the area will be pedestrian and bicycle oriented and includes the College of Western Idaho (CWI) development in the northwest quadrant of the Main St. and Whitewater Park Blvd. and the LocalConstruct parcel between Fairview Ave. and Main St. east of Whitewater Park Blvd. Future developments are shown in **Figure 9**.

Figure 9. Plan Area Future Development



# One-Way Couplet Lane Reconfiguration

Conceptual options for the one-way couplet were developed based on the preferred street sections for Fairview Ave. and Main St. identified in the 30<sup>th</sup> Street Area Master Plan, shown in **Figure 3**. Key components, including lane reconfiguration from four to three travel lanes and the addition of on-street parking, were kept in the options developed for this Plan. Alternative bicycle lane treatments were also provided. All of the options are intended to to be implemented within the existing street prism from the curb and gutter on one side of the street to the curb and gutter on the other with no proposed right-of-way acquisitions.

Conceptual lane reconfiguration options are shown in **Figures 10 and 11** for Fairview Ave. and Main St., respectively. The options are virtually identical between the two arterials other than the existing right-of-way widths.

### Option A - On-street parking on both sides/bike lane

Option A removes one through travel lane and adds on-street parking to both sides of the street with a bike lane between the travel lanes and on-street parking on the right side of the street.

### Option B - On-street parking on one side of the street/protected bike lane

Option B removes one through travel lane, adds on-street parking on the left side of the street and a protected bike lane on the right side of the street.

### Option C - On-street parking both sides/parking protected bike lane

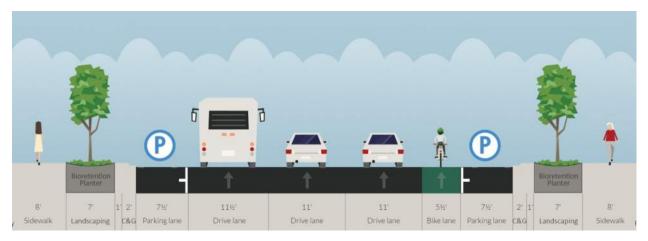
This option was added to be consistent with the *Main and Idaho Bicycle Lane Alternatives Study* being conducted concurrently by ACHD. Option C removes one through travel lane, adds onstreet parking to both sides of the street, and provides a protected bicycle lane on the right side of the street. The parking on the right side of the street is adjacent to the travel lanes and the bike lane is adjacent to the curb and gutter.

Streetscape components, including planters and detached sidewalks, are shown for information purposes only and are based on CCDC's *Downtown Boise Streetscape Standards & Specifications Manual* for new development and streetscape projects downtown. Fairview Ave. and Main St. are designated Green Streets in this manual and are shown to have a minimum 8-foot wide concrete sidewalk with a bio-retention planter between the sidewalk and the back of curb. It has a 7-foot wide planter with a 1-foot offset from the back of curb. This proposed section and plan are shown in **Figure 12** and the proposed sections in **Figures 10 and 11** show how they would fit within the street section. The Fairview Ave. options show a 6 ½-foot wide sidewalk versus the 8-foot recommended in the streetscape standards in order to fit within the existing right-of-way. These standards have not been adopted by ACHD and may be modified as redevelopment occurs.

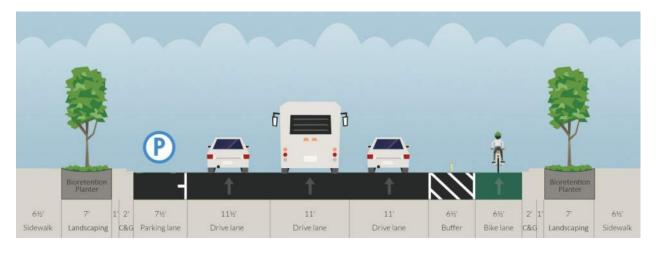


Figure 10. Fairview Ave. Lane Reconfiguration Options

### Option A - On-street parking on both sides/bike lane



Option B - On-street parking on one side of street/protected lane



Option C - On-street parking both sides/parking protected bike lane

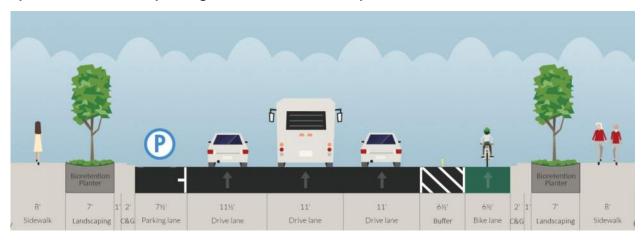


Figure 11. Main St. Lane Reconfiguration Options

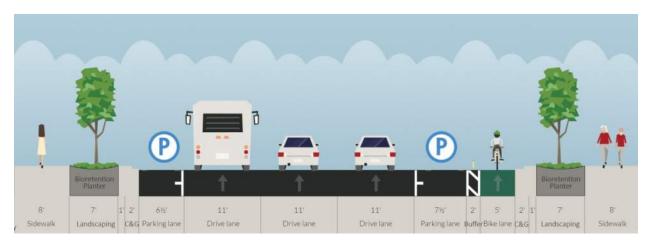
### Option A - On-street parking on both sides/bike lane



Option B - On-street parking on one side of street/protected lane



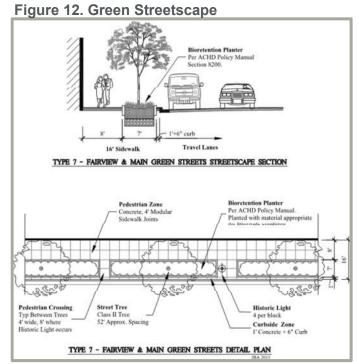
Option C - On-street parking both sides/parking protected bike lane



# FOR

# Green Stormwater Infrastructure (GSI)

All of the lane reconfiguration options for Fairview Ave. and Main St. assume green stormwater infrastructure (GSI) treatments for stormwater runoff. Currently, the ultimate receiving water for stormwater discharges from Fairview Ave., Main St., and private property in the one-way couplet area is the Lower Boise River. Stormwater runoff is managed in this area by a storm drain system which directly discharges untreated stormwater into the river. Opportunities for other methods of stormwater management and water quality improvement are under investigation because of regulatory requirements in the National Pollutant Discharge Elimination System (NPDES) stormwater permit (No. IDS-02756-1) and Total Maximum Daily Load (TMDL) pollutant management plans.



Source: Downtown Boise Streetscape Standards & Specifications Manual

The NPDES permit outlines how the ACHD and other agencies must work together to reduce pollutant loads to the Boise River as well as many other aspects of controlling stormwater within Boise and Garden City (located west of the study area after crossing the Boise River). Permit requirements include runoff reduction for development and redevelopment projects greater than 5,000 SF.

The Clean Water Act requires the development of a TMDL pollutant management plan for waters that do not meet water quality standards or support beneficial uses. TMDL allocations have been set for sediment, bacteria and phosphorus for the Lower Boise River. Temperature TMDL for select reaches of the Boise River and its tributaries are in the process of being established. Water quality targets and/or criteria for phosphorus, sediment, E. coli and temperature must be met as part of the permit.

As part of a 2014 Environmental Protection Agency (EPA) Community Partners Technical Assistance project, a green street conceptual design was developed for a one block section of underutilized street on Fairview Ave. near downtown Boise, subject to redevelopment. A case study was conducted to determine the potential for green street features to manage road runoff and/or off-site stormwater retention mitigation or credit for the redevelopment of adjacent property. The case study revealed that the green street features can offset a portion of the stormwater runoff reduction or retention requirements through direct management of runoff within the right-of-way.

An ACHD subwatershed planning project (Ecosystem Sciences, 2016) has developed strategic subwatershed-scale plans for Main St. and Americana Blvd. The plan prioritizes areas to implement (GSI) to reduce stormwater runoff and water quality impairment to the Boise River.

GSI options for water quality treatment include permeable pavers in parking lane and bike lanes, and stormwater tree cells and bioretention planters behind the curb. Private redevelopment projects and road redevelopment provide an opportunity to incorporate GSI. Green building practices are increasingly becoming a quality benchmark for the public and private sector, because they illustrate a commitment to healthier, sustainable communities and place-making, while creating measurable value added for property owners and the public alike.

# Bike Lane Options west of Whitewater Park Blvd.

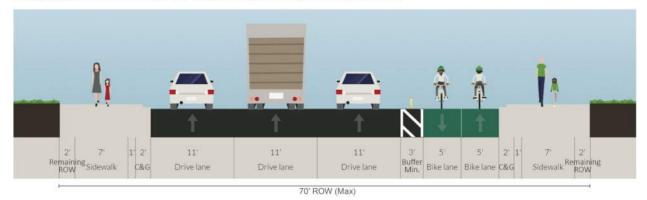
Originally the Plan investigated improvements to the bicycle lane on Main St. between Whitewater Park Blvd. and Garden St. Bicycle traffic is expected to increase as the area develops, especially with the proposed CWI campus north of Main St. between Whitewater Park Blvd. and the Boise River. The Plan was expanded to include Fairview Ave. west of Whitewater Park Blvd. and system wide treatments for bicycles were identified as critical to the Plan's success.

Bicycle demand will include travel in both the eastbound and westbound directions on Fairview Ave. and Main St. Plan assumed bicyclists west of the campus will not travel over the Fairview Ave. Bridge to cross the Boise River with eastbound traffic and then travel north to get to a destination on Main St. when they can travel over the Main St. Bridge. Specific options to allow and control bicycle movements in both directions on these arterials were developed to minimize unnecessary conflicts with motor vehicles, pedestrians, and other bicycles.

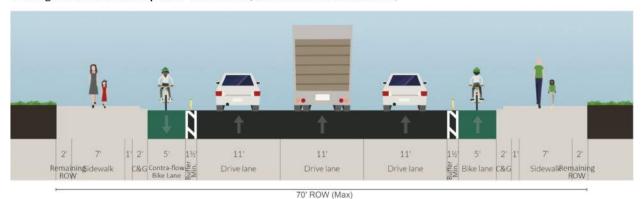
Figure 13 shows two options were developed for allowing two-way bicycle traffic along the oneway street. Option A is a cycle track on the north side of Main St. with a minimum protected buffer width of 3-feet between vehicle and bicycle lanes. Option B is a traditional bicycle lane for westbound bicycles on the north side of Main St. with a minimum protected buffer width of 1.5feet between the vehicle and bicycle lanes. A contra-flow lane for eastbound bicycles is provided on the south side of Main St. with a minimum protected buffer width of 1.5-feet between the vehicle and bicycle lanes.

FDR

Figure 13. Main St. West of Whitewater Park Blvd. Proposed Bike Lane Options
Reconfigured Street Section Option A - Main Street (West of Whitewater Boulevard)



Reconfigured Street Section Option B - Main Street (West of Whitewater Boulevard)



Option B was dismissed after discussion with the technical team due to the following concerns:

- Unfamiliarity of bicyclists with contra-flow lanes
- Safety concerns as drivers, especially left turning drivers, may be less aware of cyclists on the left side of the road.
- Difficulties in controlling bicycles at the signalized intersections

Concerns with how bicycles traveling in the direction opposite of vehicles will be controlled through the signalized intersection at Whitewater Park Blvd. led the team to propose cycle track treatments on both Fairview Ave. and Main St. that end before the intersection. The cycle tracks will begin at Garden St. and end on the east side of the Boise River at proposed connections to the Greenbelt. A single bicycle lane running the same direction as vehicle traffic will continue on each street to Whitewater Park Blvd. The existing number of through travel lanes on Fairview Ave. (four) and Main St. (three) will be maintained with the cycle track concept. The proposed cycle tracks are shown in plan view as well as cross section for each arterial in **Figure 14**.

Figure 14. Proposed Cycle Tracks over the Boise River

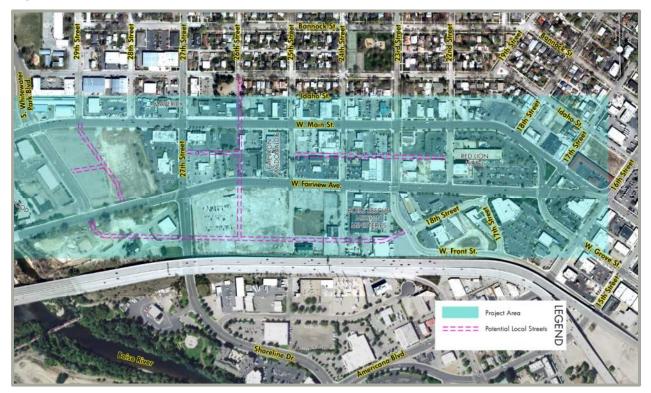


### **Potential Local Streets**

### **Proposed Locations**

The Fairview Ave. and Main St. area is primarily served by the one-way couplet. A network of local streets has been proposed by the City of Boise to decrease out of direction travel and increase connectivity for motorists, pedestrians, and bicyclists. The local streets will be designed and constructed by developers as the area redevelops. Connections and alignments of proposed local streets shown in Figure 15 are conceptual based on information from the City of Boise and actual locations will be refined through the redevelopment process.

Figure 15. Potential Local Streets



The City of Boise land swap with LocalConstruct for the parcel east of Whitewater Park Blvd. between Fairview Ave. and Main St. includes the extension of 29th St. through the parcel to a mid-block local street connection to Whitewater Park Blvd. (see Figure 9). A mid-block connection from 29<sup>th</sup> St. to 27<sup>th</sup> St. is not included in that land swap.

#### **Cross Sections**

The mixed-use nature of anticipated development will allow potential local streets to serve all users to access the businesses and residences that will be established. The proposed cross sections will allow development to plan for and provide the appropriate local street features.

The local street that extends from the Fairview Ave. /Whitewater Park Blvd. intersection and travels east, parallel to Fairview Ave. all the way to 23<sup>rd</sup> St., is tentatively named Fletcher St. after the existing street it may replace. This street, along with the extension of 26<sup>th</sup> St., is assumed to function similarly to the existing local streets in the area. These local streets should be designed to the standards found in the ACHD Policy Manual Section 7207.5, but flexibility should be allowed within the proposed right-of-way to meet the needs of proposed mixed-use development.

A conceptual cross section for these streets is the Town Center Local from the ACHD Complete Streets Policy, shown in Figure 16. There is flexibility to vary the street features within the rightof-way width, including lane widths, pedestrian and bicycle treatments, and on-street parking. These local streets should be low speed and travel lanes could be designated as shared lanes for both bicyclists and motorists. Also, the materials and textures used for the street could differentiate the local streets from the arterials they connect to and contribute to the unique identity of the mixed-use developments they serve.

Figure 16. Mixed-Use Neighborhood Local Street Cross Section - Fletcher St. and 26<sup>th</sup> St.



replacing existing alleyways behind existing developments and will only be updated when redevelopment of these parcels occur. The cross sections for these local streets should follow the standards in the ACHD Policy Manual Section 7210.3 New Alleys, which requires a minimum of 20-feet of right-of-way width for two-way traffic operation and emergency access.

Three conceptual cross sections for the east-west streets are shown in Figure 17. They are based on the ACHD Policy Manual standards and the Complete Streets Policy. Option A is a minimum width alley with 10-foot wide travel lanes in each direction. Option B adds 5-foot wide bike lanes to each side of Option A. Option C adds bike lanes and curb, gutter, and 5-foot wide sidewalks to Option A. Each option gets wider and thus will encroach more on potential development land.

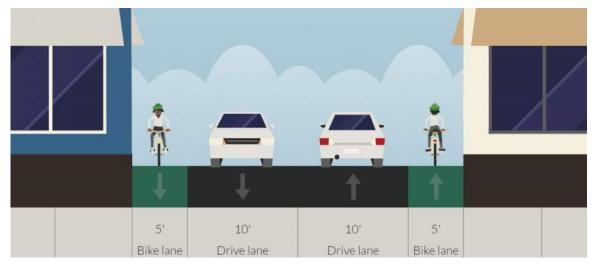
As with Fletcher St. and 26<sup>th</sup> St., these options give flexibility to vary the features within the right-of-way width, including lane widths and pedestrian and bicycle treatments. These local streets and alleyways should be low speed and travel lanes could be designated as shared lanes for both bicyclists and motorists. Also, the materials and textures used for the street/alleyway can be used to differentiate them from the local streets and arterials they will connect to and contribute to the unique identity of the mixed-use developments they serve, as shown in the example in **Figure 18**.

Figure 17. Mixed-Use Neighborhood Local Street Cross Section - East-West Streets and Alleyways

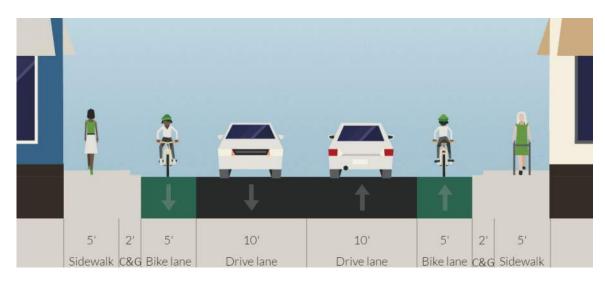
### Option A



### Option B



### **Option C**







All of the potential local streets will be identified, located, and designed through the development process. Developers will work with the City of Boise and ACHD to provide streets and alleyways that meet the concepts and requirements presented in the Plan.

# **Travel Demand Forecasting**

Travel demand forecasts for the study area were developed from the COMPASS regional travel demand model following the methods and assumptions described in Appendix C. These forecasts were used to evaluate each reconfiguration concept to determine if it would adequately serve future demand.

# Lane Reconfiguration Alternatives

Three lane reconfiguration forecasts were developed and were developed to function with any of the lane reconfiguration options described above. They include:

- Alternative 1 2040 No-Build
  - This alternative maintains the existing one-way couplet and local street configurations.
- Alternative 2 2040 Build

- This alternative reduces the travel lanes on Fairview Ave. and Main St. from 4 to 3 between Whitewater Park Blvd. and 16<sup>th</sup> St. All local street configurations remain as they are now.
- Alternative 3 2040 Build with Local Streets
  - This alternative reduces the Fairview Ave. and Main St. travel lanes like
     Alternative 2 and adds the potential local street connections as shown in Figure 15.

# Land Use Projections

### **Future Development**

The technical team met with planners from the City of Boise, ACHD, and COMPASS to discuss future development plans and assumptions for input into the COMPASS regional travel demand model. Information from the *Blueprint Boise*, the city's comprehensive plan, was provided to



COMPASS for the latest demographic update to the model. After this discussion, the technical team and agencies agreed to move forward with the 2040 Communities in Motion funded network developed by COMPASS for the Plan analysis. Meeting notes for these meetings are found in **Appendix C**.

### **Forecast Data**

Forecast AM and PM peak hour turning movement volumes at the signalized intersections and daily traffic volumes on streets for each lane reconfiguration alternative are presented in **Figures 19 through 21**. The forecast volumes are based on output from specific runs created for each lane reconfiguration alternative from the COMPASS (Daily and PM volumes) and ACHD (AM volumes) regional travel demand models.

# **Concepts Analysis**

# Lane Reconfiguration Alternatives

Details of the following analyses are found in **Appendix D**.

## Comparison of Lane Reconfiguration Alternative Forecast Volumes

Comparing Alternative 1 (2040 No-Build) to Alternative 2 (2040 Build) and Alternative 3 (2040 Build with Local Streets), the major differences are found on Fairview Ave., Main St., Whitewater Park Blvd., and 27<sup>th</sup> St. **Table 5** expresses the volume change (as a percentage) c from Alternative 1.

**FDS** 

Table 5. Summary of Volume Comparisons between Lane Reconfiguration Alternatives

Street	2040 AM Peak Hour Change in Forecast Volumes		2040 PM Peak Hour Change in Forecast Volumes	
	Alternative 2 / Alternative 1	Alternative 3 / Alternative 1	Alternative 2 / Alternative 1	Alternative 3 / Alternative 1
Fairview Ave.	-11%	-10%	-5%	-5%
Main St.	-2%	-3%	-14%	-13%
Whitewater Park Blvd.	-13%	+8%	+2%	+14% overall, 39% between Fairview & Main
27 <sup>th</sup> St.	+11%	-32%	-5%	-37% north of Local Street, +6% south of Local Street

In comparing Alternative 2 to Alternative 1, the travel demand reduction in the AM peak hour is most likely because the lane reduction on Fairview Ave. reduces capacity in the eastbound direction, which is needed as the commuting traffic travels to Boise. Some of the vehicles that travel south on Whitewater Park Blvd. to access Fairview Ave. in Alternative 1 use 27<sup>th</sup> St. and 23<sup>rd</sup> St. given Alternative 2 conditions to travel to Downtown Boise. Main St. still has excess capacity in the AM peak hour so there is not nearly as much rerouting.

In comparing Alternative 2 to Alternative 1, the reduction in the PM peak hour traffic is because the lane reduction on Main St. reduces capacity in the westbound direction which is needed as commuters leave Boise. However, the volumes traveling south on Whitewater Park Blvd. to access westbound Main St. remain the same in both Alternatives. Fairview Ave. still has excess capacity in the PM peak hour given Alternative 2 so there is not nearly as much rerouting.

Comparing Alternative 3 to Alternative 1 in the AM peak hour, the reduction in traffic on Fairview Ave. is because the lane reduction reduces overall capacity in the eastbound direction. Main St. still has excess capacity in the AM peak hour given Alternative 3 so there is not nearly as much rerouting. The potential Fletcher St. connection provides an attractive route for vehicles to bypass the 27<sup>th</sup> St. intersection with Fairview Ave. and access 27<sup>th</sup> St. traveling southbound, reducing the overall volumes on 27<sup>th</sup> St.

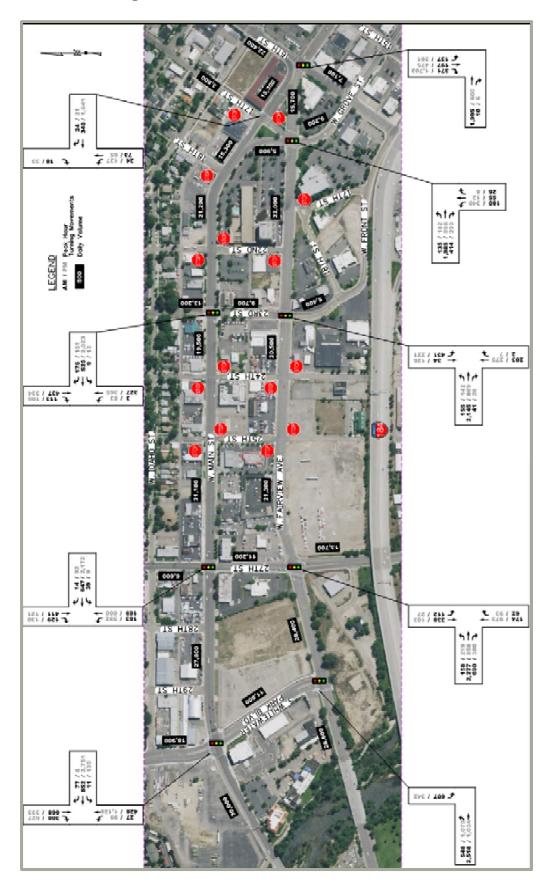
Comparing Alternative 3 to Alternative 1 in the PM peak hour, the volumes on Main St. decrease because the lane reduction reduces overall capacity in the westbound direction. The volumes on Main St. west of Whitewater Park Blvd. only decrease by 1% because the potential Fletcher St. connects 27<sup>th</sup> St. south of Fairview Ave. to Whitewater Park Blvd. Whitewater Park Blvd. volumes and 27<sup>th</sup> St. volumes south of the Fletcher St. connection increase because vehicles traveling northbound on 27<sup>th</sup> St. to access Main St. in Alternative 1 are rerouting to the potential Fletcher St. connection in Alternative 3, bypassing the intersections of 27<sup>th</sup> St. with Fairview Ave. and Main St. Overall the potential Fletcher St. connection provides relief for the lane reduction on Main St. in the PM peak hour.

357 nt# ₹ 199 \ 543 24 \ 60 315 1 Sed 2 522 F 00-E / 42C ₹ 143 \ 283 108 900'51 182 F 100 / POZ SC / 78 3 1 94 / 19 2010'1 / 101 214 / 115 <del>7</del> 2,000 1 500 5 2,000 1 500 5 388 1 500 5 424 966 / 668 J 145 / **588** 7 ₹ 85 / 85 + 1,00,7 / 606 2,786 / 1,163-

Figure 19. Lane Reconfiguration Alternative 1 Forecast Travel Demand Volumes

**FDR** 

Figure 20. Lane Reconfiguration Alternative 2 Forecast Travel Demand Volumes



355 ÷ 12/89 60 JEL 3 4te 8 5 £ ₹ 540 \ 522 € 2 \ 101 ₹ 102 / 291 ¥2. 510 C SEC / SEC 902 / 207 -255 90 / 601 <del>J</del> 12 / Sig 2 410 267 187 # 142 / Sth 991 / 991 <del>\*</del> FEF 955 / **599** 100 / 28 -900 / 826 <del>\*</del> 133 / 436 \$ F 2 2

Figure 21. Lane Reconfiguration Alternative 3 Forecast Travel Demand Volumes

**FDS** 

This connection will help improve the capacity constrained intersections on 27<sup>th</sup> St. The other local streets proposed as part of Alternative 3 (depicted in **Figure 15**) are not forecast to carry more than 1,000 vehicles per day and no more than 400 vehicles in either peak hour. They will primarily serve as local access to future development and will not provide connectivity for regional traffic.

### **Travel Pattern Changes**

Approximately 10% of all jobs in the regional model are located in Downtown Boise and the trips to and from these jobs are seeking the most efficient routes to the west. Main St. is one of the most efficient routes out of Downtown Boise in the PM peak hour as the Connector and State St. are essentially at capacity in 2040.

The reduction in trips in the project area was analyzed to determine where trips that use Main St. in No-Build conditions travel given Build conditions. The local streets to the north that parallel Main St. are not assumed to be attractive to commuters as they are narrow with low speeds, onstreet parking, and several stops at cross streets. Only the PM peak hour was analyzed as the diversion is larger during the evening commute and Main St. experiences more capacity issues.

Trips rerouting between Alternative 1 and Alternative 2 disperse from Main St. to parallel routes (State St., Pleasanton Ave.) to access Whitewater Park Blvd. and then Main St. westbound. There are fewer trips traveling westbound on Main St. through the entire project area but more turning from Whitewater Park Blvd. Several trips use alternate routes (State St., the Connector, and Americana Blvd.) to commute to the west.

The trip distribution in Alternatives 1 and 3 is very similar in the PM peak hour. Trips rerouting between Alternative 1 and Alternative 3 show much less dispersion than in Alternative 2. Only 49 use other routes (State St., the Connector, and Americana Blvd.) to travel west. The potential Fletcher St. connection reroutes traffic from 27<sup>th</sup> St. and Main St. to Whitewater Park Blvd. The through volumes on Main St. decrease in Alternative 3 but the turning volumes from Whitewater Park Blvd. to Main St. increase, keeping trips westbound on Main St. from the project area essentially the same between Alternatives 1 and 3.

Overall, the lane reduction proposed for Fairview Ave. and Main St. will cause some trips to divert to other routes. However, Main St. is still the preferred route for commuting trips from Downtown Boise destined west and the volumes west of Whitewater Park Blvd. do not change significantly between alternatives. Providing the potential Fletcher St. connection to 27<sup>th</sup> reduces the trip diversion to other streets by providing a more direct route to Main St.

## **Operational Analysis**

The forecast traffic volumes for each lane reconfiguration alternative were analyzed to determine how the one-way couplet is estimated to operate under each condition. Operational capacity and travel time estimates were compared to accepted thresholds to determine the feasibility of Lane Reconfiguration Alternatives 2 and 3 versus Alternative 1 (No-Build). Analyses were conducted following *Highway Capacity Manual 2010* (HSM 2010) methods.

#### Streets

Forecasted volumes for each lane reconfiguration alternative were compared to applicable LOS thresholds for ACHD's arterial streets. To identify capacity deficiencies and street improvement needs, ACHD capacity thresholds are adopted at LOS D for Minor Arterials and LOS E for Principal Arterials. Details of thresholds and analysis are found in **Appendix D**.

There is a definite pattern between the two lane reconfiguration alternatives which follows the commute patterns of the one-way couplet and project area. In the AM peak hour, Fairview Ave. between Whitewater Park Blvd. and 27th St. exceeds ACHD's Principal Arterial LOS E threshold. The large volumes on this segment are due to vehicles coming south on Whitewater Park Blvd., turning left on Fairview Ave., and then turning right onto 27<sup>th</sup> St. The lowest forecast volume on this segment is found in Alternative 3 as the potential Fletcher St. connection takes a portion of the volumes that are destined to the south.

In the PM peak hour, Main St. west of 27th St. exceed ACHD's Principal Arterial LOS E threshold. The volumes are reduced from No-Build forecasts given Alternative 2 and Alternative 3 conditions but still exceed the threshold. Main St. west of 16<sup>th</sup> St. is also shown to exceed the LOS E threshold. However, this two-lane segment is a free flow movement from 16<sup>th</sup> St. that merges with two other lanes less than two blocks later. The first signal on this segment is at 23<sup>rd</sup> St., four blocks to the west. Therefore this segment is expected to operate adequately with two lanes despite the large forecasted volume.

Although not a precise measure of capacity, this method of analysis does offer a general indication of lane reconfiguration/reduction feasibility. Based on this "first cut" analysis, it is estimated that the Fairview Ave. and Main St. one-way couplet will operate acceptably under design year conditions. However this analysis does not take into account intersection delay nor how signal control along the couplet will coordinate and organize the movement of vehicles.

#### Intersections

The closely spaced signalized intersections along both Fairview Ave. and Main St. will have a large impact on capacity due to long queues effecting adjacent signalized intersections. This impact may be mitigated by improving signal timing and coordination between adjacent intersections. A micro simulation analysis of intersection capacity under each forecast lane reconfiguration alternative was conducted with the ACHD VISSIM model. ACHD has set intersection measures and capacity thresholds based on the volume-to-capacity (v/c) ratio which include LOS D = v/c ratio of 0.90 and LOS E = v/c ratio of 1.00. The measurements for each intersection include a v/c ratio = 0.90 for the total intersection and a v/c ratio = 1.00 for each lane group.

VISSIM simulations for Alternatives 2 and 3 assumed the following improvements based on increased volumes:

- Southbound Whitewater Park Blvd. at Main St. is updated to include one right turn lane, one shared through/right turn lane, and one through lane.
- Eastbound Fairview Ave. at Whitewater Park Blvd. is updated to include one left turn lane, one shared through/left turn lane, and two through lanes (the rightmost through lane is updated to a shared through/right turn lane in Alternative 3).

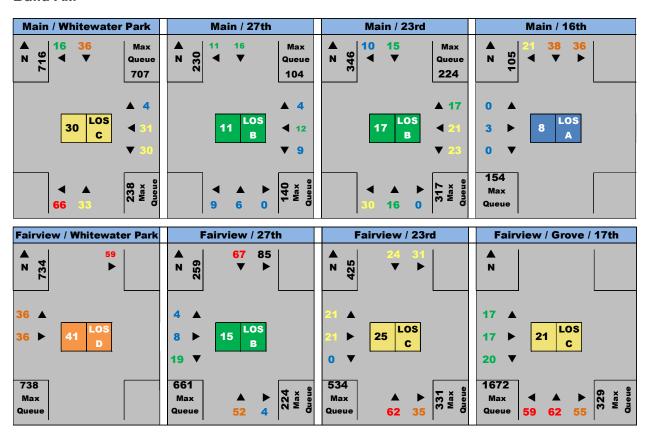
- 27<sup>th</sup> St. is updated to include one southbound left turn lane and one southbound through lane at Fairview Ave. Northbound at Main St., 27<sup>th</sup> has two left turn lanes and one through lane.
- The 27<sup>th</sup> St. / Fletcher St. intersection converts the inside through lane in the northbound and southbound directions on 27<sup>th</sup> St. to shared left turn/through lanes. The outside through lanes are converted to shared through/right turn lanes.

Intersection performance was calculated from the calibrated VISSIM model node results averaged across 10 simulation runs. The results are provided in **Figures 22 through 27**. These figures show the average delay by movement, intersection LOS, and maximum approach queue length for each project intersection under each lane reconfiguration alternative

#### AM Peak Hour

Intersection performance in the AM peak was relatively consistent across the alternatives. All intersections performed at LOS D or better with the recommended improvements above and signal timing updates. Alternative 1 AM peak hour results are shown in **Figure 22**.

Figure 22. Delay, LOS, and Maximum Approach Queue Length for Alternative 1 – 2040 No Build AM

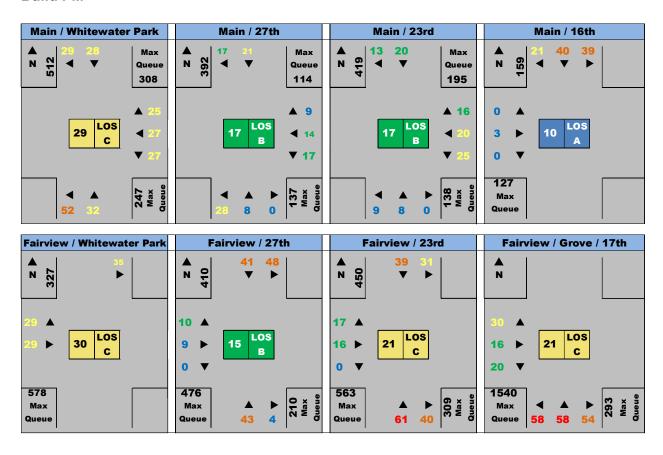


Approaches on Main St. where queue lengths are estimated to extend beyond a single block include Main St. on the westbound approach to Whitewater Park Blvd. Whitewater Park Blvd. on the southbound approach to Main St. The other intersections on Main St. appear to operate adequately with reasonable maximum queue length estimates. On Fairview Ave., queues may

extend beyond a single block on the approaches to 27<sup>th</sup> St., 23<sup>rd</sup> St., and 17<sup>th</sup> St. /Grove St. The queue estimated for the northbound 23<sup>rd</sup> St. approach to Fairview Ave. may extend the full block length between Fairview Ave. and Main St. Several cross street movements at the signalized intersections on Fairview Ave. operate at LOS E.

Alternative 2 AM peak hour results are shown in Figure 23.

Figure 23. Delay, LOS, and Maximum Approach Queue Length for Alternative 2 – 2040 Build PM



Main St. has no estimated maximum queues extending beyond a single block and no movements estimated to operate at LOS E. On Fairview Ave., queues may extend beyond a single block on the approaches to 27<sup>th</sup> St., 23<sup>rd</sup> St., and 17<sup>th</sup> St. /Grove St. The queue estimated for the northbound 27<sup>th</sup> St. and 23<sup>rd</sup> St. approaches to Fairview Ave. may extend the full block length between Fairview Ave. and Main St. The Fairview Ave. movements all operate at LOS C or better with good progressions to move the large through volumes along the corridor. Several cross street movements at the signalized intersections on Fairview Ave. operate at LOS E.

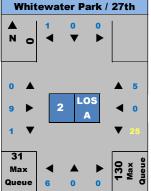


Alternative 3 AM peak hour results are shown in Figure 24.

Figure 24. Delay, LOS, and Maximum Approach Queue Length for Alternative 3 – 2040 Build with Local Streets AM

Main / Whitewater Park Main / 27th		Main / 23rd Main / 16th		
N 80 4 ▼   G	Max Queue 483	Max N N N N N N N N N N N N N N N N N N N	Max N ♥ ▼	A 72 40 37 N 72 4 ▼ ▶
44 LOS	<b>▲ 26 ◀ 30</b>	A 11  16 LOS B ◀ 18	15 LOS d 21	0 A 3 ▶ 9 LOS A
	₹ 65	▼ 24	▼ 21	0 ▼
105 36	S/4 Max Queue	Max Max Max	4 A > 99 V S S S S S S S S S S S S S S S S S	145 Max Queue

Fairview / Whitewater Park	Fairview / 27th	Fairview / 23rd	Fairview / Grove / 17th
M € 9 41 V P	N 14	↑ 01 × → 17 20 × →	N L
39 ▲ 46 ► 45 LOS D	8 ▲ 9 ▶ 18 LOS B	30 ▲ 28 ▶ 30 C 0 ▼	45 ▲ 19 ► 24 LOS C
1228 Max Queue 60 56 S S S S S S S S S S S S S S S S S S	524 Max Queue 39 4	851 Max Queue 58 47	1750 Max Queue 59 64 58



In Alternative 3, the additional traffic on Whitewater Park Blvd. increases delay and creates particularly long queues on Whitewater Park Blvd. approaching Main St. and on Fairview Ave. approaching Whitewater Park Blvd. Approaches on Main St. where queue lengths are estimated to extend beyond a single block include Main St. on the westbound approach to Whitewater Park Blvd., Whitewater Park Blvd. on the southbound approach to Main St. The other intersections on Main St. appear to operate adequately with reasonable maximum queue length estimates.

The queues on Fairview Ave. approaching Whitewater Park Blvd. are estimated to be excessive. Because this is the first coordinated signal on Fairview Ave., a longer queue is expected in order to build a platoon that will carry through the rest of the system. However, queues greater than 1,000 feet should be avoided. On Fairview Ave., queues may extend beyond a single block on the approaches to 27<sup>th</sup> St., 23<sup>rd</sup> St., and 17<sup>th</sup> St. /Grove St. The queue estimated for the 27<sup>th</sup> St. approach to Fairview Ave. may extend the full block length between Fairview Ave. and Main St. Long queues are also estimated to occur on Fairview Ave. at the intersection with 17<sup>th</sup> St / Grove St. because signal coordination at this intersection is linked to the downtown central business district timings and not coordinated with intersections to the west. The Fairview Ave. movements all operate at LOS D or better with good progressions

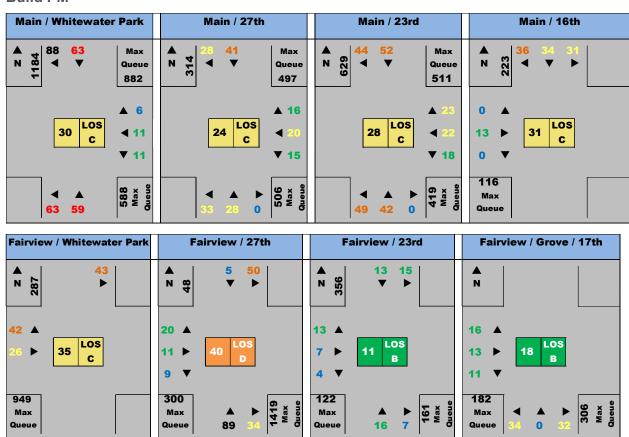
to move the large through volumes along the corridor. Several cross street movements at the signalized intersections on Fairview Ave. operate at LOS E.

### PM Peak Hour

Intersection performance in the PM peak was also relatively consistent across the Alternatives with a reduction in LOS estimated for the Whitewater Park Blvd. intersections in Alternative 3. All intersections performed at LOS D or better.

Alternative 1 PM peak hour results are shown in Figure 25.

Figure 25. Delay, LOS, and Maximum Approach Queue Length for Alternative 1 – 2040 No Build PM



Alternative 1 is estimated to have queues that extend beyond a single block on Main St. from the Whitewater Park Blvd. intersection. Large queues may form on Whitewater Park Blvd. on both approaches to Main St. The northbound left turn and through movements are estimated to operate at LOS E while the southbound right turn lane is estimated to fail at LOS F. The other intersections on Main St. appear to operate adequately with reasonable maximum queue length estimates that may extend beyond a single block on the approaches to Whitewater Park Blvd. and 23<sup>rd</sup> St. The queue lengths estimated for 27<sup>th</sup> St. and 23<sup>rd</sup> St. approaching Main St. may extend the full block length between Fairview Ave. and Main St. The Fairview Ave. intersections and individual movements all operate at LOS C or better with good progression.



Alternative 2 PM peak hour results are shown in Figure 26.

Figure 26. Delay, LOS, and Maximum Approach Queue Length for Alternative 2 – 2040 Build PM

Main / Whitewater Park Main / 27th		Main / 23rd	Main / 16th	
Max N 107	76 95 Max Queue 248	<b>A</b> N 7	N 87	
37 LOS d 16 ▼ 38	22 LOS d 12 V 11	28 C	0 ▲ 12 ▶ 24 LOS C	
<b>4</b> ▲ SM	4 A ► 215 Nax Max Max Max Max Max Max Max Max Max M	4	113 Max Queue	
Fairview / Whitewater Park	Fairview / 27th	Fairview / 23rd	Fairview / Grove / 17th	
Fairview / Whitewater Park	Fairview / 27th  A 1 38 N 00 V >	Fairview / 23rd  A	Fairview / Grove / 17th	
<b>▲</b>   35	▲   1 38	<b>▲</b>   13 14	<b>A</b>	

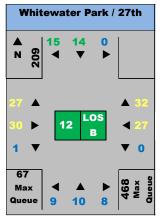
The Whitewater Park Blvd. intersection with Main St. is estimated to operate at LOS D given Alternative 2 PM peak conditions. Queue lengths on all approaches are estimated to extend beyond a single block with all Whitewater Park Blvd. movements estimated to operate at LOS E. The southbound right turn movements at the 27<sup>th</sup> St. / Main St. intersection are also estimated to operate at LOS E. Queue lengths at 27<sup>th</sup> St. and 23<sup>rd</sup> St. are estimated to extend the full block length between Fairview Ave. and Main St. The Fairview Ave. movements all operate at LOS D or better with good progressions to move the large through volumes along the corridor.

Alternative 3 PM peak hour results are shown in **Figure 27**.

Figure 27. Delay, LOS, and Maximum Approach Queue Length for Alternative 3 – 2040 Build with Local Streets PM

Main / Whitewater Park	Main / 27th	Main / 23rd	Main / 16th
A	Max N 66 ♥	Max N 00 41 49 Max Queue 717	A 24 37 36 N 19 N 1
43 LOS	26 LOS C ◀ 15 ▼ 24	26 LOS	0 A 11 > 24 C 0 ▼
<b>48</b> 30 <b>968 98</b>	84 32 0 413 Max Max 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	36 24 0 E 43 O O O O O O O O O O O O O O O O O O	100 Max Queue
Fairview / Whitewater Park	Fairview / 27th	Fairview / 23rd	Fairview / Grove / 17th
▲ 6 30 ▼ ►	N 4 × × ×	N 44 A P 8	N
44 ▲ 36 ► 35 Los D	11 A 5 > 12 LOS B	15 ▲ 8 ▶ 22 LOS C	25 A 11 > 18 LOS B
691 Max	271 Max	211 Max	412 Max

Queue



In Alternative 3, the additional traffic on Whitewater Park Blvd. increases delay and creates particularly long queues on Whitewater Park Blvd. approaching Main St. and on Main St. However, queue lengths are shorter than Alternative 2. Queues are estimated to extend beyond a single block on Main St. from the Whitewater Park Blvd. intersection. A large queue may form on Whitewater Park Blvd. on the southbound approach to Main St with improved movement LOS from Alternative 2. The other intersections on Main St. appear to operate adequately with reasonable maximum queue length estimates. Queue lengths at 27<sup>th</sup> St. and 23<sup>rd</sup> St. are estimated to extend the full block length between Fairview Ave. and Main St. This is due to reduced

volumes on Main St. in this alternative as well as improvements at the Whitewater Park Blvd. and 27<sup>th</sup> St. intersections. The Fairview Ave. movements all operate at LOS D or better with good progressions to move the large through volumes along the corridor. Individual cross street movements at the 27<sup>th</sup> St. and 23<sup>rd</sup> St. intersections are estimated to operate at LOS E.

### Recommended Improvements for Alternative 3

Excessive queue lengths estimated for Alternatives 3 conditions were found due to the potential Fletcher St. connection between Whitewater Park Blvd. and 27<sup>th</sup> St. These may be mitigated with the following improvements:

#### Fairview Ave.

- Add a right turn bay on Fairview Ave. at Whitewater Park Blvd. This would reduce the disruption right turns have on through traffic, but it would require a fifth lane.
- Add a right turn bay on Fairview Ave at 17<sup>th</sup> St / Grove St. This would need to be designed to interact well with the bus pull out just west of the intersection.
- Refine signal timings, particularly on Fairview Ave. at Chinden Blvd. and at 17<sup>th</sup> St / Grove St. and coordinate project signalized intersections with the signal at Fairview Ave. / Chinden Blvd. This will allow some of the traffic to arrive in a platoon. Since the volume is split between Fairview Ave. and Chinden Blvd., queue lengths will likely be shorter than when they are concentrated at Fairview Ave. / Whitewater Park Blvd.
- Consider setting the Fairview Ave. and Main St. cycle lengths at twice the current cycle length in the downtown central business district in order to improve the transition at Fairview Ave. / 17<sup>th</sup> St. / Grove St.

#### Main St.

- Refine signal timings, particularly on Main St. at Whitewater Park Blvd. and 27<sup>th</sup> St. The northbound Whitewater Park Blvd. movement may be improved by coordinating with the eastbound left turn at Fairview Ave. / Whitewater Park Blvd. The Main St. / 27<sup>th</sup> St. intersection could also benefit from improved coordination in the northbound direction.
- Add a dedicated westbound left turn bay at Main St. / Whitewater Park Blvd.
   when future development produces enough left turning demand

Provisions for bicycle lane continuity must be addressed if dedicated turn lanes are added to the basic number of through lanes for Alternatives 2 and 3. Also, on-street parking cannot be permitted in the turn bay areas.

### **Travel Times**

Travel times in the lane reconfiguration alternatives produced mixed results when compared with existing travel times, as Table 6 indicates. Travel times were estimated from the VISSIM micro-simulation models for each alternative and these estimates are tied directly to the weekday commute. Fairview Ave. is busier in the morning as people commute into downtown. Main St. is busier in the afternoon as people commute home.

**Table 6. Lane Reconfiguration Alternatives Travel Time Comparison** 

Street	2015 Observed Travel Times (Seconds)	Alternative 1 Travel Times (Seconds)	Alternative 2 Travel Times (Seconds)	Alternative 3 Travel Times (Seconds)
Fairview Ave. (AM)	132	108	109	119
Main St. (AM)	102	140	142	138
Fairview Ave. (PM)	109	112	115	105
Main St. (PM)	139	124	118	149

On Main St., 2040 travel times were consistently higher across alternatives in the AM peak hour, with the heavier volumes on Fairview Ave. The highest potential for improvement in the AM peak hour is apparent on Fairview Ave., with every 2040 alternative producing lower travel times than existing.

The PM peak hour travel times on Fairview Ave. were consistent between existing and the 2040 alternatives. On Main St., Alternative 1 and Alternative 2 travel times in the PM peak hour were lower than existing while Alternative 3 travel time is estimated to be about 10 seconds longer than existing.

These estimated travel times are consistent with the intersection results shown above. The reduced travel time for Alternative 2 can be attributed to lower traffic volume on Main St. (about about 800 fewer vehicles) as vehicles divert to other routes. The Alternative 3 volumes on Whitewater Park Blvd. turning onto Main St. increase significantly and require more green time at the Main St. / Whitewater Park Blvd. intersection, reducing green time for through movements on Main St. This doubled travel time on the segment between 27<sup>th</sup> St. and Whitewater Park Blvd. and has the longest travel time of all the alternatives in the PM peak hour.

The signal timing adjustments made in the simulation models to move vehicles more efficiently along Fairview Ave. and Main St. impact cross street traffic by increasing their wait time and delay. Specific signal timing adjustments should be made regularly (every 2 to 5 years) along these corridors as traffic volumes and patterns changes.

# One-Way Couplet Lane Reconfiguration Options

Lane reconfiguration options are applicable to Alternatives 2 and 3 to update bicycle lane and on-street parking. A qualitative analysis of each describes benefits and issues for each one.



### Option A - On-street parking on both sides/bike lane

The benefits of this option include providing on-street parking on both sides of the street, promoting better access to businesses and alleviates parking congestion on local neighborhood streets. The proposed bicycle lane is wider than existing and pedestrians have shorter distance to cross with the removed travel lane. A potential issue is that the reduction in travel lanes may divert traffic to other streets. Also, the proposed bicycle lane is not protected from vehicle traffic and there may be more conflicts between drivers, parking, and bicycles.

### Option B - On-street parking on one side of the street/protected bike lane

This option only provides on-street parking on the left side of the street, providing less parking relief for adjacent neighborhood streets. It promotes better access to businesses while enhancing the bike lane and providing more protection for bicyclists from traffic. Pedestrians have shorter distance to cross the arterials. As with Option A, the reduction in travel lanes may divert traffic to other streets.

### Option C - On-street parking both sides/parking protected bike lane

The benefits of this option include providing on-street parking on both sides of street, promoting better access to businesses and alleviates parking congestion on local neighborhood streets. The proposed bicycle lane is the same 5-foot width as existing and is enhanced by providing more protection for bicyclists from traffic. Conflicts between drivers and passengers leaving parked cars and bicyclists will increase as the drivers cross bike lane to access businesses. Pedestrians have shorter distance to cross with the removed travel lane. The same potential for traffic to divert to other streets exists with this option.

# Public and Stakeholder Involvement

Public and stakeholder involvement was critical to the development of the Plan as stakeholder, business, and public feedback and support were received. This feedback helped to refine lane reconfiguration options, potential local street connections and cross sections, and guide the technical team to select the recommended Plan improvements.

# Approach

The public involvement approach included:

- Stakeholder meetings
- Door-to-door flier delivery to all property owners in the area to make them aware of the Plan.
- Two public information meetings (PIM)
  - o June 2, 2016
  - o August 11, 2016
- Multi-agency coordination meetings and presentations

Web comment forms and posting of materials

Summaries of stakeholder and public involvement activities are found in **Appendix E**. Public information materials are found on ACHD's website at: http://www.achdidaho.org/Projects/PublicProject.aspx?ProjectID=378

# Stakeholder Meetings

ACHD initiated a number of one-on-one meetings with property owners and businesses within and adjacent to the Plan area as an initial outreach step. The goal of the meetings was to inform stakeholders about the project firsthand and convey the most accurate information to date. Working in conjunction with City of Boise planning staff, ACHD identified twelve key businesses requiring one-on-one meetings at met with them the week of April 11, 2016.

The project team developed a flipbook to illustrate the various elements of the Plan to stakeholders. At the onset of each meeting, time was taken to carefully explain how the project evolved from a recommendation in the 30<sup>th</sup> Street Area Master Plan. The team also discussed the city's desire for the development of accessible, vibrant, walkable, people-oriented, mixed-use neighborhoods in the area.

Key elements of the project were covered and current and future development in the area was highlighted. The potential connections to the local street network were discussed and the City expressed its desire to improve connectivity to proposed development and increase mobility for motorists, pedestrians, and bicyclists. The team explained that the streets would not be located, designed or built by the City of Boise or ACHD but would be provided by developers through the redevelopment process. Stakeholders were assured that current businesses and properties will not be affected by proposed local streets unless an owner chooses to redevelop or sell the property in the future. It was emphasized that any changes to roadways and the surrounding local streets are intended to have a positive effect on mobility and economic development.

Response to the proposal was overwhelmingly positive. All of the stakeholders expressed support for the reconfiguration of the lanes to add on-street parking. Some business owners,

particularly those on the north side of Main St., shared concerns about on-street parking blocking business driveways and becoming a sight distance issue for drivers exiting business driveways. Most of the businesses were also in favor of improving bicycle and pedestrian connectivity and several noted instances of bicyclists traveling against vehicle traffic on the one-way couplet, pointing to the need for more positive guidance. All of the stakeholders were invited to the PIMs.

Additional follow-up meetings with stakeholders with specific questions were held by ACHD and the City of Boise following each PIM.





# **Public Information Meetings**

### PIM # 1 Summary

The PIM # 1 was held on June 2, 2016, at the First Congressional United Church of Christ, located just north of the Plan area. It was an open house that introduced the Plan to the public, including the proposed lane reconfiguration options on Fairview Ave. and Main St and potential local street connections and examples.

ACHD used a variety of methods to inform the public and adjacent property owners about the public meeting, including postcards via mail, email, display ads in the Idaho Statesman, sandwich signs placed in the Plan area, social media, and a project flyer was distributed door-to-door to businesses in the project area.

Three members of the local media attended and covered the meeting

including reporters from:

KTVB Channel 7

- KBOI Channel 2
- Boise Weekly

Coverage was very positive and the citizens interviewed were enthusiastic about what is being considered.



A total of 59 people signed in at the meeting. Comment forms were provided at the meeting, on the Plan webpage, and as part of an online survey. ACHD received a total of sixty comments; thirty comments were submitted at the meeting and seven were submitted via mail and email. In addition, twenty-three people responded to an online survey about the project. Comments were accepted from June 2 to June 16, 2016.

The following is a summary of comments received from PIM # 1 regarding preferred options for lane reconfiguration and bicycle treatments. Additional questions and comments were included and this summary is only intended to be representative of main themes expressed by the public.

Reading comments in their entirety will give a fuller picture of public input and they are available in the PIM # 1 Summary in **Appendix E**.

# Which option do you prefer for Main Street?

Attendees viewed display boards showing four options:

- Existing Configuration
- Option A On-street parking on both sides with a bike lane



- Option B On-street parking on one side of the street with a buffered bike lane
- Option C On-street parking both sides of the street with a parking protected bike lane

# Which option do you prefer for Main Street, west of Whitewater Park Boulevard?

Attendees viewed display boards showing two options:

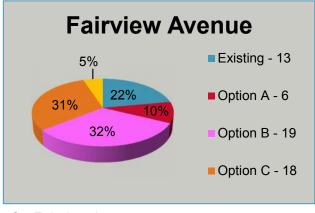
- Existing
- Option A Two-way cycle track

# Which option do you prefer for Fairview Avenue?

Attendees viewed display boards showing four options:

- Existing Configuration
- Option A On-street parking on both sides with a bike lane
- Option B On-street parking on one side of the street with a buffered bike lane
- Option C On-street parking both sides of the street with a parking protected bike lane

For Main St., the public preferred Option B between 16<sup>th</sup> St. and Whitewater Park Blvd. They also preferred the two-way cycle track west of Whitewater Park Blvd. Option B and



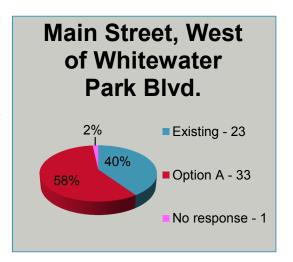
Option C lane reconfigurations were a virtual tie for Fairview Ave.

These results, along with the comments received, led the technical team to refine the options and investigate the on-street parking availability more closely in preparation for PIM # 2, as described under Concept Refinement.

### PIM # 2 Summary

The PIM # 2 was held on August 11, 2016, at the Red Lion Boise Downtowner Hotel located in the Plan area. The focus of PIM # 2 was to present feedback from PIM # 1 on the options preferred by the public, gather specific feedback on the configuration of local streets and alleyways, and present refined options for bike lanes and the location of on-street parking, including the number of potential parking spaces available on Fairview Ave. and Main St. with the proposed reconfigurations.

ACHD used the same methods to inform the public and adjacent property owners about PIM # 2 as they used for PIM # 1.





Two members of the local media attended and covered the meeting including reporters from:

- **KBOI Channel 2**
- Boise Weekly

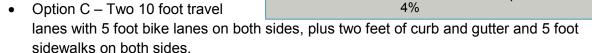
A total of 27 people signed in at the meeting, the majority of who were business owners and developers in the Plan area. Comment forms were provided at the meeting, on the Plan webpage, and as part of an online survey. ACHD received a total of forty-four comments; thirteen comments were submitted at the meeting and thirty-one people responded to an online survey about the project. Comments were accepted from August 11 to August 25, 2016.

The following is a summary of comments received from PIM # 2 regarding preferred options for lane reconfiguration and bicycle treatments. Additional questions and comments were included and this summary is only intended to be representative of main themes expressed by the public. Reading comments in their entirety will give a fuller picture of public input and they are available in the PIM # 1 Summary in Appendix E.

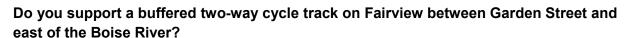
#### Which option do you prefer for East/West local streets and alleyways?

Attendees viewed display boards showing four options:

- Option A Two 10 foot travel
- Option B Two 10 foot travel lanes with 5 foot bike lanes on both sides

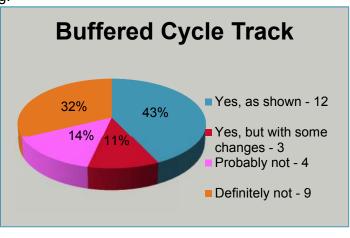


55%



Attendees viewed display board illustrating:

- A two-way cycle track for Main Street between the connections to the Greenbelt west of Whitewater Park Blvd. in anticipation of increased bike traffic with the future development of CWI.
- A buffered two-way cycle track on Fairview Ave. over the Boise River between potential connections to the Greenbelt.

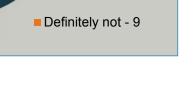


East/West Local

Street/Alleyway

**Options** 

41%



Option A - 11

Option B - 1

Option C - 15

Most of the respondents preferred the full street section for the east-west streets and alleyways which included travel lanes, bike lanes, and curb, gutter and sidewalk. They also preferred the cycle tracks for Fairview Ave. and Main St. as shown in **Figure 14**.

These results, along with the comments received, led the technical team to refine the options for the final Plan adoption, as described under Concept Refinement.

# Concept Refinement

# Concept Refinement Following PIM # 1

The technical team met following the comment period closure for PIM # 1 to discuss the comments received and select the options for additional analysis and presentation at PIM # 2

For Main St., the public preferred the Option B lane reconfiguration between 16<sup>th</sup> St. and Whitewater Park Blvd. They did not like the parking protected bike lane and comments cited safety and visibility concerns. The businesses along Main St. expressed concerns with parking on the right, or north, side of Main St. because of several existing driveways and sight distance concerns with drivers exiting those driveways. If parking is limited it will be expensive and difficult to enforce. Also, the reconfigured through lanes need to be shifted to match up with the lanes over the Main St. Boise River bridge, which will be more difficult with Option C. The technical team selected Option B to be implemented on Main St. pending additional on-street parking analysis.

Option B and Option C lane reconfigurations for Fairview Ave. were a virtual tie with the public. Fairview Ave. has more opportunity to provide parking on both sides of the street. The development of on-street parking can be phased and a protected bike lane in the short term and adjustments to pavement markings and signing to develop a parking protected bike lane in the future. The City of Boise explained its vision for the area to be dynamic and open for all modes of travel. The developments they envision will encourage more bicycling opportunities and will naturally slow down through traffic. The parking on the right side of Fairview Ave. can be phased as development occurs. The technical team selected Option B for Fairview Ave. in the short term and Option C to be implemented the long term.

Additional analysis of the potential on-street parking availability along Fairview Ave. and Main St. was completed to help determine which options to select moving forward.

### **On-Street Parking Analysis**

Additional analysis identified where on-street parking is feasible on each side of Fairview Ave. and Main St. with sight distance requirements at existing and proposed local street intersections, driveways, and with left and right turn bay development at major intersections. A detailed memo of the analysis is found **in Appendix F** with a summary provided here.

ACHD and City of Boise intersection sight distance and on-street parking standards were applied to Fairview Ave. and Main St. in the Plan area to identify areas available for on-street parking. All existing and proposed local street intersections with Fairview Ave. and Main St. were assumed to be in place in the future. Existing driveways were assumed to remain in place

**FDS** 

unless they currently serve vacant lots. In those cases it was assumed future access would be from local streets rather than Fairview Ave. and Main St. No on-street parking was assumed to be allowed west of Whitewater Park Blvd.

Fairview Ave. has several long stretches that can provide several on-street parking stalls in a line on both sides of the street, as shown in **Figure 28**. Overall it is estimated 68 stalls can be provided on the north side of Fairview Ave. and 70 stalls can be provided on the south side under the current assumptions. An example of how the on-street parking may be installed on both sides of Fairview Ave. with public intersections and private driveway is shown in **Figure 28**. The proposed number of parking spaces is the same whether Option B or Option C is implemented.

Figure 28. Fairview Ave. Potential On-Street Parking Spaces & Example



Main St. has fewer long stretches than Fairview Ave. that can provide on-street parking stalls due to public intersections and driveways, as shown in Figure 29. Most of the available length only allows a few stalls at a time, especially on the right side of the street which is much more constrained by closely spaced driveways. Overall it is estimated 61 stalls can be provided on the south side of Main St. and only 30 stalls can be provided on the north side under the current assumptions. An example of how the on-street parking may be installed on the left side of Main St. with public intersections and private driveway is also shown in Figure 29.

Figure 29. Main St. Potential On-Street Parking Spaces & Example



The results of the on-street parking analysis confirmed the preferred concepts from the public comment. The technical team selected Option B for implementation on Fairview Ave. for the short term and Option C for the long term when more development occurs along the south and west end of Fairview Ave.

## Cycle Track Concept

The two-way cycle track option for Main St. west of Whitewater Park Blvd. was preferred by the public. The technical team discussed that the CWI development will most likely be a big draw for bicyclists in the future. While CWI will have access from the Greenbelt on the east side of the Boise River, there are concerns with how bicycles traveling in the opposite direction will be controlled through the signalized intersections at Garden St. and Whitewater Park Blvd. Also,



connections from the Fairview Ave. and Main St. bike lanes to the Greenbelt are important and need to be addressed to provide a complete bicycle system in the Plan area.

The technical team conducted a site visit to determine what connections to and from Fairview Ave. and Main St. to the Greenbelt exist and if any additional connections need to be added. The potential benefits and drawbacks to providing two-way cycle tracks on both streets were also reviewed and details of the site visit are found in **Appendix G**.

The team recommended providing the two-way cycle track on Main St. from Garden St. to the eastern Greenbelt connection. Bicyclists using that lane will be directed to turn left onto the ramp to access the Greenbelt and adjacent uses, including CWI. This will require a curb cut approach for bicyclists at the east Greenbelt connection to access Main St. This will avoid the control issues at the Main St. /Whitewater Park Blvd. intersection. The eastbound bicycle lane could be extended to the proposed VRT bus stop on Main St. in the future.

Currently there are no connections from the Greenbelt paths on both sides of the Boise River the south side of Fairview Ave. where the existing bicycle lane is located. There are "short cut" trails cut where people are walking and biking from the Greenbelt up to Fairview Ave. The



15" St. cycle track , Washington, D.C.

Source: Beyond DC

sidewalk adjacent to the bike lane has a high curb (8-12") on the Fairview Ave. Bridge but no sidewalk extending east and west from the bridge. A connection was constructed from the Greenbelt path on the west side of the Boise River to the existing sidewalk on the north side of Fairview Ave. A two-way cycle track could also be provided on Fairview Ave. from Garden St. to the Greenbelt path on the east side of the Boise River. Potential connections to the Greenbelt should be provided to the proposed cycle track for full connectivity in the future.

As a result of the field visit and investigations, the technical team expanded the bicycle concepts to

include cycle tracks on both Fairview Ave. and Main St. from Garden St. to the Greenbelt path on the east side of the Boise River as shown in **Figure 14. Proposed Cycle Tracks over the Boise River**.

#### **Local Street Cross Sections**

The technical team reviewed comments on the proposed local street cross sections and decided to show specific dimensions for right-of-way for each type (Fletcher St. and 26<sup>th</sup> St. and eh east-west alleyways and streets) with flexibility inside the right-of-way limits to allow features to be modified as needed for proposed development. This will allow developers to plan for and provide the appropriate local street features. An example is the approved LocalConstruct development that is providing local streets with angled parking because it best meets their development needs while fitting the vision for the area.

The technical team agreed to propose the the Town Center Local from the ACHD *Complete Streets Policy* for Fletcher St. and 26<sup>th</sup> St. as shown in **Figure 16.** The alleyways should meet local requirements to have 20-feet of paved surface for emergency access and two-way traffic.

The technical team decided to present options at PIM # 2 for the alleyways as shown in **Figure 18**.

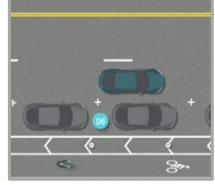
# Concept Refinement Following PIM # 2

The technical team met following the comment period closure for PIM # 2 to discuss the comments received and select the final concepts for adoption in the Plan.

The preferred Option B lane reconfiguration for Main St. between 16<sup>th</sup> St. and Whitewater Park Blvd. was confirmed for implementation by the public and business owners. For Fairview Ave., the consensus among the business owners and developers was there is no need for a short-term Option B on Fairview Ave. and Option C should be implemented by ACHD as soon as practical.

#### Protected Bike Lanes

The technical team discussed the buffered or protected bike lanes and whether a painted buffer with channelizing posts as the only protection for the cycle track was sufficient. ACHD explained that calling it a protected bike lane versus a buffered bike lane allows more flexibility to install a more robust protection system in the future, such as a barrier or other positive separation for bikes, if needed. The descriptions of the bike lanes were updated to protected for all of the options, including both cycle tracks.



Example of parking protected bike lane

Source: FHWA Separated Bike Lane Planning and Design Guide

#### Fletcher St. Connection

The potential Fletcher St. connection between Whitewater Park Blvd. and 27<sup>th</sup> St. has proven to be a critical piece of the network in the operational analyses. There are many benefits for the Fairview Ave. and Main St. one-way couplet and other arterials as this connection diverts a significant amount of traffic from 27<sup>th</sup> St. and Main St. However, the forecast travel demand is estimated to be so great (approximately 9,000 trips per day) that a local street section, such as the Town Center Local shown in **Figure 17** may not be appropriate.

ACHD investigated the appropriate functional classification for the Fletcher St. connection based on the significant volume of traffic it is estimated to carry and the regional significance it may have. It essentially becomes an extension of Whitewater Park Blvd., a Town Center /Minor Arterial, to 27<sup>th</sup> St., another Town Center /Minor Arterial. Classifying Fletcher St. as an arterial may be most appropriate but does not fit the intended use of the street and planned adjacent land uses. The arterial classification will require greater offsets and landscape requirements, which may make redevelopment of the area around Fletcher St. infeasible. ACHD's memo on Fletcher St. is found in **Appendix H.** 

The City's goals for Fletcher St. are to provide connectivity between the one-way couplet, consolidate parcels and access, and promote other transportation modes. The City would like to keep the options open to be flexible with future development. The operational analysis

completed for the Plan showed that the Fairview Ave. and Main St. intersections and surrounding streets can operate acceptably with or without the Fletcher St. connection.

The technical team agreed to have the City of Boise and ACHD investigate the potential Fletcher St. connection in more depth, including meeting with adjacent property and business owners.

#### **Local Streets**

#### Location

ACHD staff members of the technical team had discussions with potential developers in the Plan area that expressed that they did not agree with the potential local streets shown running through their properties at the PIMs. The ACHD Commission had removed any and all local streets from being shown in the Master Street Map (MSM) in February 2016 when the same developers raised similar concerns. The developers have expressed desires to provide connectivity for pedestrians and bicyclists through their properties and a willingness to work with the City of Boise and ACHD to achieve that goal.

The technical team agreed that City of Boise staff will take this information back to Boise City Council. After discussion of the issues, City of Boise staff will coordinate with ACHD staff to meet with the developers and develop a unified strategy to provide the desired connectivity.

#### Cross Section

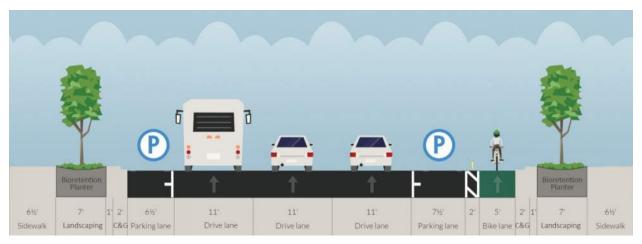
The public preferred Option C for the east-west local streets/alleyways, which included two-10-foot lanes with bike lanes, curb and gutter, and sidewalk, followed by Option A, which has two-10-foot lanes, the minimum needed to meet ACHD's alleyway policy. Option C has the largest footprint and will allow more flexibility for street features in the future. However, any implementation of these streets/alleyways will be fragmented as they will only be provided with redevelopment of exiting businesses. The wider section may prohibit some redevelopment and the technical team selected Option A for adoption in the Plan. The materials used for the street/alleyway can be used to differentiate them from the local streets and arterials they will connect to and contribute to the unique identity of the mixed-use developments they serve, as shown in the example in **Figure 18**.

# Improvement Plan

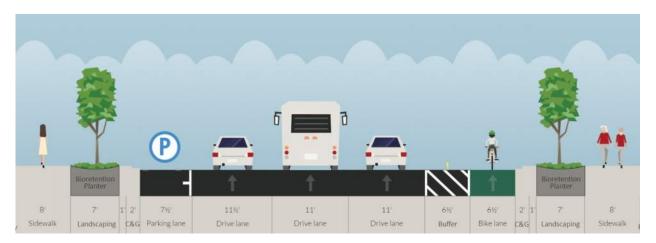
The Fairview Ave. and Main St. Local Streets Improvements Plan has been developed through conceptual and operational analyses, stakeholder and public involvement, interaction, and feedback, and the technical team's direction and decisions. The recommended improvements do not include updates to existing curb, gutter, and sidewalk and assume no right-of-way will be necessary to implement. Specific improvement to intersections based on the operational analysis are also not included in the Plan but should be investigated and incorporated into appropriate investigation, design, and construction as determined through ACHD's project development process.

# Lane Reconfiguration Plan

Fairview Ave. should be reconfigured between 16<sup>th</sup> St. and Whitewater Park Blvd. to provide three vehicle travel lanes, on-street parking on both sides of the street, and a protected bicycle lane on the right side of the street following (Option C).



Main St. should be reconfigured between 16<sup>th</sup> St. and Whitewater Park Blvd. to provide three vehicle travel lanes, on-street parking on the left side of the street, and a protected bike lane on the right side of the street (Option B).





Adjustments to the conceptual sections shown will be necessary at the tie-in points at each end of the one-way couplet in the Plan area and at the signalized intersections. Detailed capacity and operational analyses should be completed to support the intersection improvements identified in this Plan, turn lane development and storage length, and signal timing adjustments along each arterial corridor. Design of the reconfiguration, including transitions, on-street parking layout, and turn lane development should be completed before installation. Design will include proposed pavement markings, signing, and traffic signal head adjustments and/or replacements.

# Bike Lane Improvement Plan

Bike lanes along Fairview Ave. and Main St. between 16th St. and Whitewater Park Blvd. should be designed and installed following the selected lane reconfiguration options for each arterial. The bike lanes and cycle tracks for both arterials between Whitewater Park Blvd. and Garden St. should be designed and installed following the cycle track concept shown below.



An immediate connectivity improvement is to provide an ADA compliant bicycle ramp from the existing bike lane on Main St. to access the Greenbelt path on the east side of the Boise River. Design for the cycle tracks will include determining the length of the two-way cycle tracks, proposed pavement markings, signing, and a determination of appropriate protection in the buffer area (channelizer posts, concrete barrier, etc.). Fairview Ave. cycle track design should be coordinated with the City of Boise to provide new potential connections from the Greenbelt on each side of the Boise River.

### **Local Street Connections**

#### Fletcher St. Connection

The potential Fletcher St. connection between Whitewater Park Blvd. and 27<sup>th</sup> St. should be investigated further, including meeting with adjacent property and business owners. Potential options for modifying or restricting the street to reduce the estimated traffic volume diversion in the travel demand forecasts should also be investigated in order to meet the objectives of this Plan. Additional travel demand modeling and forecasting and operational analysis should be completed to support the final proposed Fletcher St. configuration and functional classification.

Depending on the final classification, ACHD may prepare to design and construct the Fletcher St. connection or partner with a property owner and/or developer interested in updating the land uses in the Fletcher St. area to provide the necessary street alignment and cross section.

### Other Local Streets

#### Location

Any potential local street to be designed and constructed within the Plan Area will not be located, designed or built by the City of Boise or ACHD. It will be the responsibility of the developer to identify the proposed locations, materials and textures through the redevelopment process in partnership with the City of Boise and ACHD. Any changes to existing streets and addition of new local streets shall have a positive effect on mobility and economic development, meeting the objectives of this Plan.

#### Cross Section

Individuals and businesses interested in developing or redeveloping land within the Plan area should work with the City of Boise and ACHD to provide streets and alleyways that meet the concepts and requirements presented in the Plan and each agency's standards. Specifically, any extension of 26<sup>th</sup> St. or Fletcher St. (depending on the results of specific analysis and classification determination) should provide the right-of-way width and general street features shown in the Town Center Local street section shown in Figure 16. Adjustments to this section and the associated features may be made in cooperation with ACHD and the City of Boise as agreed upon through their development processes. This includes specifying and using unique materials and textures as appropriate and agreed upon through the development process.

Any proposed redevelopment that will impact and/or adjust the existing east-west alleyways as shown in Figure 15 should provide the right-of-way width and features shown in the Option A

**FDS** 

street section in **Figure 17**. The materials and textures used for the street/alleyway can be used to differentiate them from the local streets and arterials they will connect to and contribute to the unique identity of the mixed-use developments they serve.

### **Transit Coordination**

All of the proposed improvements in the Plan should be designed and implemented to accommodate existing and future transit service. The existing bus stops should be maintained with no on-street parking in front of them. VRT's long range plan includes decreasing headways between buses on existing routes and adding new service that will use the Fairview Ave. and Main St. one-way couplet. The proposed cycle tracks and bike lanes should be designed to function properly with existing and proposed transit stops.

# Plan Implementation

This Plan serves as a blueprint for ACHD and the City of Boise to work together to support redevelopment of the Fairview Ave. and Main St. area and provide accessible, vibrant, and walkable, people-oriented, mixed-use neighborhoods. ACHD will incorporate the recommended improvements to Fairview Ave., Main St., and the adjacent street, pedestrian, and bicycle facilities into specific projects as funding allows. The City of Boise and ACHD will work with the development community to provide needed local street connections through redevelopment, working together through their development processes.

# Estimated Costs, Funding, and Timing

A conceptual cost estimate for the Fairview Ave. and Main St. lane reconfigurations between 16<sup>th</sup> St. and Whitewater Park Blvd. is presented in **Table 7.** A separate conceptual cost estimate to install the proposed cycle tracks on both arterials between Whitewater Park Blvd. and Garden St. is presented in **Table 8.** Details of the cost estimates are presented in **Appendix I**.

The assumption that may have the largest impact to the cost estimates is the protected bike lanes have channelizing posts placed in the buffer area rather than concrete barriers. If barriers are used, the cost estimates will increase. ACHD should plan to design the Fairview Ave. and Main St. lane reconfiguration as described as soon as practical. The cycle track improvements can be installed at any time but will be best served when the recommended connections and improvements to existing connections to the Greenbelt are implemented.

These estimates assume the improvements will be incorporated into specific maintenance projects that can receive funding for implementation. There are no impediments to moving forward with implementation immediately, following ACHD's normal project development processes. Improvements to substandard pedestrian ramps may also be incorporated into the planned improvements. Streetscape improvements will not be included in these proposed projects but can be provided through redevelopment and other project activities.

**Table 7. Lane Reconfiguration Conceptual Costs** 

ltem	Cost
Construction Traffic Control	\$5,000
Pavement Markings (Paint)	\$19,000
Pavement Markings (Thermoplastic)	\$45,000
Channelizers (White)	\$10,000
Roadside Traffic Sign Installation	\$6,000
Furnish Roadside Sign Face	\$3,000
Adjust Signal Heads & Signs	\$7,000
Design	\$14,000
SUBTOTAL	\$109,000
Contingency	\$17,000
TOTAL	\$126,000

**Table 8. Cycle Track Conceptual Costs** 

Item	Cost
Construction Traffic Control	\$1,000
Pavement Markings (Paint)	\$3,000
Pavement Markings (Thermoplastic)	\$1,000
Channelizers (White)	\$4,000
Roadside Traffic Sign Installation	\$1,000
Furnish Roadside Sign Face	\$1,000
Design	\$4,000
SUBTOTAL	\$15,000
Contingency	\$2,000
TOTAL	\$17,000

Every year ACHD performs a detailed review of potential projects known as scoping. During the process the scoping team makes recommendations for the type of facility that best fits the situation. The team also develops a cost estimate to be used for programming the project into ACHD's Five Year Work Plan.

Projects such as new pavement markings, signage, and some ADA improvements do not require the scoping process described above and therefore may be completed sooner. It is ACHD's intent to integrate these relatively simple projects into normal business practices for completion. For example, if Fairview Ave. or Main St. is scheduled for chip-sealing or resurfacing, the proposed improvements could be implemented with the maintenance project. If no maintenance projects are scheduled in the short term, then the improvements should be

When implemented, the Fairview Ave. and Main St. Local Streets Improvement Plan will promote walkable, people oriented, mixed-use neighborhoods through development, enhance mobility for motorists, pedestrians, and bicyclists, and enhance the local street network.

implemented with ACHD's Five Year Work Plan and budget updates.

# References

Ada County Highway District. <u>ACHD 2012 Capital Improvements Plan</u>. Garden City, ID: ACHD, 2012.

http://www.achdidaho.org/Departments/ROWDS/CIP.aspx

Ada County Highway District (ACHD). <u>Complete Streets Policy</u>. Garden City, Idaho: ACHD, 2009.

http://www.achdidaho.org/departments/PP/TLIP.aspx

Ada County Highway District. <u>Fairview Ave./Grove St./Main St./17th St. Pedestrian Project</u>. Garden City, ID: ACHD, 2016.

http://www.achdidaho.org/Projects/PublicProject.aspx?ProjectID=358

Ada County Highway District. Main and Idaho Bicycle Lane Alternatives Study (2016) – Deferred. Garden City, ID: ACHD, 2016.

http://www.achdidaho.org/Projects/PublicProject.aspx?ProjectID=379

Ada County Highway District (ACHD). <u>Policy Manual</u>. Garden City, Idaho: ACHD, 2015.

http://www.achd.ada.id.us/AboutACHD/PolicyManual.aspx

Ada County Highway District (ACHD). Roadways to Bikeways: ACHDs Bicycle Master

Plan for Ada County. Garden City, Idaho: ACHD, 2009.

http://www.achd.ada.id.us/Departments/PP/RoadwaysBikeways.aspx

American Association of State Highway and Transportation Officials (AASHTO). <u>Guide</u> for the Development of Bicycle Facilities. Washington, D.C.: AASHTO, 1999.

City of Boise. 30th Street Area Master Plan. Boise, Idaho: City of Boise, 2012.

City of Boise. <u>Urban Renewal Plan:</u> 30<sup>th</sup> Street Urban Renewal Proejct. Boise, Idaho: Urban Renewal Agency of Boise, 2012.

http://pds.cityofboise.org/planning/comp/30thstreet/

- City of Boise. <u>Blueprint Boise</u>. Boise, Idaho: City of Boise, 2011. http://pds.cityofboise.org/planning/comp/blueprint-boise/
- City of Boise. <u>Boise Transportation Action Plan</u>. City of Boise, Idaho: City of Boise, 2016 <u>http://pds.cityofboise.org/planning/comp/</u>
- CCDC. <u>Downtown Streetscapes Standard Manual</u>. Boise, Idaho: CCDC, 2015. http://www.ccdcboise.com/ccdc-projects/streetscape-manual/
- Community Planning Association of Southwest Idaho. <u>Communities in Motion 2040.</u> Meridian, ID: COMPASS, Adopted July 21, 2014. http://www.compassidaho.org/prodserv/cim2040.htm
- Community Planning Association of Southwest Idaho. <u>2040 Functional Classification Map for Ada & Canyon County</u>. Meridian, ID: COMPASS, January 28, 2013. <u>http://www.compassidaho.org/prodserv/func-maps.htm</u>
- Federal Highway Administration. <u>Highway Capacity Manual</u> 2010. Washington, D.C.: FHWA, 2010.
- Federal Highway Administration. <u>Separated Bike Lane Planning and Design Guide</u>. Washington, D.C.: FHWA, 2015.

https://www.fhwa.dot.gov/environment/bicycle\_pedestrian/publications/separated\_bikelane\_pdg/

- Valley Regional Transit. <u>Valleyconnect</u>. Meridian, ID: VRT, Approved August 17, 2011.

  <a href="http://www.valleyregionaltransit.com/PROJECTSSTUDIES/REGIONALOPERATIONS/VLLEYCONNECT.aspx">http://www.valleyregionaltransit.com/PROJECTSSTUDIES/REGIONALOPERATIONS/VLLEYCONNECT.aspx</a>
- ValleyRide. <u>Route Information</u>. Meridian, ID: ValleyRide, 2016. <u>http://www.valleyride.org/</u>



TO: John Hale, Chairman, CCDC Board Executive Committee

FM: John Brunelle, Executive Director

RE: CCDC Operations Report – November 2016

### **CCDC Rakes Up Boise**



For the third year running the Agency participated in NeighborWorks Boise "Rake Up Boise". The entire team, bolstered by kids and loved ones, showed up Saturday morning, November 19, to make Boise a little less leafy and little more tidy. Contracts Manager | Attorneyat-Law, Mary Watson, once again coordinated the logistics and led the Rake Brigade. Our assignment was the same (very leafy) 36th Street home that we raked last year. After stuffing thirty-five bags full, the team enjoyed coffee, doughnuts and hot chocolate with the homeowner.

### Using our Unique Financial Power

In mid-November, Chair Hale and I signed the closing documents for the purchase of the GBAD expansion facilities, Boise Centre East (on The Grove Plaza). The transaction closed on Tuesday, Nov 22. It is a momentous occasion for this agency as well as our convention center tenant.

# New Nighttime Monthly Parking Pass

The agency's Management Team has created a new product to offer users of the CCDC parking system. This innovation, a pilot test of the first new parking product created by the agency in many years, is the result of internal collaboration as well as input from downtown users of our parking structures. The rollout of this new product is underway with a pilot program. I will keep you apprised of the results of this initial market test as we create new ways to accommodate the automobile storage demand in downtown Boise.

# More Proactive Success by CCDC?

Based on the two outstanding responses to our most recent real estate RFQ/P, the agency may have yet another housing success story to cap off 2016. A tip of the cap from the agency to the two development teams, deChase Miksis led by Dean Pape, and Gardner Company, led by Dave Wali, on their terrific proposals. And thanks to the CCDC Board for serving in the role as selection panel for this important River Street neighborhood project.



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

### 826 W Main Street - The Grove Plaza - Brick Program

### **Project Description**

The Grove Plaza Brick by Brick program is a community engagement and fundraising project where personalized bricks are available to the public for purchase and placement on the newly renovated Grove Plaza. The program replaces the original Founders Bricks on the plaza.

### **Update**

The Brick Finder, a digital search and mapping tool, is up and running on TheGrovePlaza.com. A promotional video highlighting both the renovation project and brick program is complete and currently being promoted through various media outlets. Brick sales are open through December 31, 2016. All bricks purchased now will be installed this spring during the final phase of renovation.

#### **Next Steps**

Execute the final marketing media flight which includes radio, mailer inserts, post cards, and social media promotions.



**Brad & Brianna Griff found their brick on The Grove Plaza!** 

# 826 W Main Street - The Grove Plaza Renovation - CIP Project

### **Project Description**

The Grove Plaza renovation replaces the plaza's aging infrastructure and upgrades its key features to provide an improved public space for civic events. The construction budget is 4.85 million dollars.

### **Update**

The renovation phase 1 punch list items will wrap up December 19. Planning efforts to restart construction March 15, 2017 are underway. Initial fountain water display programming has begun and staff is developing a process to determine the desired water displayed.

#### **Next Steps**

Next Steps include finalizing procurement of furnishings, developing the fountain programming, and preparing for contractor remobilization in March 2017 to complete the remaining area.



# 119 S. 10th - 119 Condos - PP Type 1



119 Condos Rendering

### **Project Description**

This is a 26 unit luxury residential condominium development whose total development cost is estimated at approximately \$7.5 million. There is an existing Type 1 Streetscape Grant Participation Agreement for up to \$150,000 for public improvements around the site.

### Update

Staff received the request for reimbursement on December 4th and will begin the process of verifying costs. Once approved by the Executive Director the reimbursement will be sent to the developers.

### **Next Steps**

Staff expects to reimburse for the full contract amount of \$150,000 by the end of the month.

### **Bannock Street Improvements**

### **Project Description**

Streetscape improvements on the north side of Bannock from 9th to Capitol Blvd.

#### Update

CCDC is pausing on the project to align the design and construction with ACHD's DBIP work in the area in 2019.

# <u>Broad Street – Central Addition Improvements - CIP Project</u>

### **Project Description**

Improvements in the Central Addition including streetscape Improvements on Broad Street from Capitol Blvd. to 2nd Street, geothermal expansion, fiber optic expansion, and road rebuild and entry into Julia Davis Park.

#### Update

Phase 1 (5th Street to 2nd Street) is under construction. Scheduled to seek Board approval in January for Phase 2 Streetscape Improvements (5th Street to Capitol Blvd.)

### **Next Steps**

Scheduled to seek Board approval in January for Phase 2 Streetscape Improvements (5th Street to Capitol Blvd.)

# Broad Street - Fiber Optic Expansion - CIP Project

#### **Project Description**

Expand fiber optic infrastructure into the Central Addition.



Fiber optic expansion is under construction. Completion anticipated spring of 2017.

### Broad Street - Central Addition Geothermal Expansion - PP Type 4

### **Project Description**

Expansion of geothermal system on Broad from 5th to Capitol and down 5th into Julia Davis Park.

### **Update**

Geothermal expansion is under construction. Completion anticipated spring of 2017.

### Fulton Street Concept Plan – CIP Project

### **Project Description**

Evaluate the 8th Street Corridor to identify interventions to help encourage activity and cataylze development in the area.

### **Update**

CTY has been hired to further the LOCI plan to identify interventions to be implemented in the immediate future. CTY is finalizing their plan.

### <u>Upcoming Streetscape Design – CIP Project</u>



**Broad Street Geothermal Expansion** 

### **Project Description**

Streetscape improvements on Main Street adjacent 14th Street as well as between Capitol Blvd. and 5th Street, south side. Improvements on Capitol Blvd. and 5th Street, south of Main.

### **Update**

RFP draft has been completed. RFP has been issued, with (3) responses received. Jensen Belts Associates (JBA) was ranked highest by staff. JBA has submitted a proposal for design services.

#### **Next Steps**

Request Board approval 11/14/16 to approval selection of JBA as the Landscape Architect of Record for the 2017 Streetscape Improvement Project.

# **CWI Ada County Campus**

### **Project Description**

CWI is working to develop an Ada County campus within the West End and purchased the old Bob Rice Ford property earlier this year. CCDC has met on several occasions with CWI reps regarding campus plans and has been exploring partnership opportunities.



The bond ballot measure did not pass. CWI's plans for the campus remain TBD

### **Next Steps**

To date CCDC has not been asked for any participation other than support and coordination.

### Traffic Box Artwork - Public Art

### **Project Description**

Wrap traffic boxes with local art.

#### **Update**

2016 Traffic Boxes have been completed. Call to artists will be released in Fall for 2017.



"Elements of Idaho" by Mary Butler

### **Next Steps**

Call to artists has been released with a deadline of February 2017 for the traffic box wraps.

### 5th and Myrtle - Julia Davis Park Entry - CIP Project



### **Project Description**

CCDC, in partnership with the City of Boise, is developing a pathway connection from the south end of 5th Street into Julia Davis Park. This connection is in accordance with the City of Boise's Central Addition initiative and the Boise Parks Department's plans for Julia Davis Park, and is intended to increase the visibility and access to Julia Davis Park from Downtown Boise, as well as increase connections across Front and Myrtle streets between Julia Davis Park, the Central Addition, and Downtown Boise.

#### **Update**

Tentative schedule by Guho estimates construction to be substantially complete April 2017.

# 32nd & Moore - Housing Authority Development - Potential PP

### **Project Description**

The Boise City/ Ada County Housing Authority is working on a proposed 50 unit multifamily project for income qualified families. The project site is currently owned by the Authority and is not on the tax rolls, the proposed development will bring it onto the property tax rolls, though to a lesser degree than perhaps a market rate project.



Staff has requested an update from the developer regarding the project and the adjacent ACHD surplus properties. CCDC staff has met with this developer and their design team few times to review the participation policy. Staff expects to receive a request in the future.

### 5th Street - 5th and Idaho Apartments - PP Type 2



### **Project Description**

This is a \$13 million mixed use project that includes approximately 81 apartments and 82 subterranean and ground level parking spaces, a small retail space and a 3600 s.f. urban public park.

### **Update**

CCDCs has an existing Type 4 and Type 2 Participation

Agreement, which includes the cost of the public park (land and improvements), streetscapes, alley improvements and underground utilities. The Participation Agreement were approved in May 2016 and require construction commencement by December 31, 2016. Construction drawings have been submitted for review and staff is working closely with the developer (Old Boise, LLC and deChase Miksis) to determine if an extension to project commencement will be needed. Staff has received confirmation that the financing is moving forward but is not intending to close until January 2017.

#### **Next Steps**

Staff is awaiting a request from the developer to extend the commencement date in the existing contract.

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

### **Project Description**

This is series of parcels that are currently vacant and total approximately 0.75 acres. The site is adjacent to the Pioneer Pathway, the Hayman House, and a small city park and within the River Street Neighborhood. An RFQ/P for a workforce housing development was published in September 2016 with proposals due on November 15th.

#### Update

Two proposals were received by the deadline of Nov. 15. One from deChase Miksis and one from KC Gardner Company. The CCDC Board / Review Panel met November 29th to hear presentations by the developers and ask questions. The Board is planning to select the development entity at the December 12 Board Meeting.

### **Next Steps**

Once the board has chosen the development entity, CCDC will enter the Exclusive Right to Negotiate (ERN) period with the Development Entity. The Disposition and Development Agreement will follow.



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

### **Project Description**

This is a CCDC owned parcel that was purchased in 2011 with the intent of preserving it as an historical asset to the River Street Neighborhood. It is one of the only remaining original single family homes in the neighborhood and its stone construction coupled with its unique history as the residence of Erma Hayman, an African American widow for many years makes it an interesting property from a historical perspective.

#### **Update**

City Arts and History, Parks and Idaho Smart Growth have submitted a place making grant sponsored by Southwest Airlines and Project for Public spaces on city owned land adjacent to the Hayman house. Staff assisted in the grant writing effort and provided a strong letter of support for the grant to better utilize the area around the Pioneer Path and River Street as a neighborhood amenity.

### **Next Steps**

Staff expects a Memorandum of Understanding to be brought to the Board for approval in coming months but does not intend on conveying the property until the future of the Ash Street Properties is understood. Staff will likely play a role in the outreach process if the PPS grant is awarded to ISGs project.

### 1101 Front - Pioneer Crossing - PP Type 3

### **Project Description**

Previously known as Parcel B, Pioneer Crossing, is a \$50 + million dollar mixed use development including a proposed hotel, office building, parking garage with a partial office wrap (future home of the Chamber of Commerce) and restaurant. CCDC intends on purchasing 250 spaces of the 650



space parking garage as public parking. Upon completion for \$5.4 million. Additionally CCDC is reimbursing the development for approximately \$4 million in public improvement costs as part of a Type 3 Transformative Participation Agreement.

### **Update**

As per the Purchase and Sale Agreement staff and consultants completed their review of the Construction Drawings in order to ensure as much compliance with CCDCs design guidelines as possible. Staff continues to discuss and respond to questions regarding specifications desired.



### **Next Steps**

Staff continues to discuss and respond to questions regarding specifications desired.

# 410 S. Capitol - Marriott Residence Inn - PP Type 2

#### **Project Description**

An Eagle based developer, Pennbridge Capital, is constructing a 186-room, 10-story extended stay hotel at the corner of Broad Street and Capitol Boulevard in downtown Boise. The hotel is planned to be a Residence Inn by Marriott. This type of hotel caters to a longer-term visitor with amenities such as a kitchenette in each room, fitness area, pool, and a third floor patio and bar.



### **Update**

Environmental remediation is complete, utilities have been buried, and alleyway dedicated to ACHD and progress on obtaining foundation permits has been made. Contractor is mobilizing and project is on schedule.

### 5th & 6th Street 2-Way Conversions

### **Project Description**

ACHD is considering conversion of 5th and 6th to 2-way as an expansion of the 2-way conversions included in the original DBIP at the request of City of Boise and CCDC. This conversion will also help facilitate development in the Old Boise and Central Addition neighborhoods.

### **Update**

ACHD determined conversion of 5th and 6th to 2-way to be feasible, and will be kicking off the concept design effort December 8, with a goal of accomplishing the first phase of conversion in 2019. ACHD has requested some funding from CCDC for concept design to accelerate the effort and to pay for portions of the conversion on the state system (Front and Myrtle).

#### **Next Steps**

Staff will request board approval to contribute \$75,000 to the concept design effort in December or January.

# Front & Myrtle Alternatives Analysis

### **Project Description**

This project will analyze alternatives on how Front and Myrtle might be modified to function better as downtown streets and less as barriers, while still serving as essential transportation corridors.



Project kickoff meetings were held in October. Participants included staff from ACHD, CCDC, City of Boise, COMPASS, ITD, city council members, CCDC board members, ACHD commissioners, as well as downtown businesses, employers, developers, and property owners and managers. Partner agency staff have established a list of proposed "quick win" changes that could be done with the upcoming roadwork planned by ITD.

### **Next Steps**

The consultants (Sam Schwartz, Kittelson, Leland) are compiling data and developing performance measures and an existing conditions report. The existing conditions report will be done January 2017.

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



### **Project Description**

This is a two-phased, \$25 million, mixed-use project being developed by Mike Hormaechea. The parcel was awarded to the development entity, RMH, Inc., by CCDC in 2014 as part of a competitive RFQ/P process. Phase I of The Afton includes 28 residential condos and 5,200 s.f. of commercial space and is estimated to be completed in spring of 2017. According to the developer great interest in Phase I will enable him to more quickly move forward with Phase II, which will bring additional 39 condo units to the site along 9th Street. Upon completion of each

phase the developer will receive a site write down on the land cost that has been paid to date. Phase I: \$765,000 and Phase II: \$935,000.

#### **Update**

Staff has worked with Mike Hormaechea to draft a five month extension to the Phase I construction completion which is on the consent agenda for December 12, 2016.

#### **Next Steps**

The developer is working on phase 2 of his project and will likely close on it before contractually obligated, spring or summer of 2017.

### Main/Fairview Corridor Lane Reduction

#### **Project Description**

ACHD is leading an effort to develop a local streets improvement plan for the Fairview Ave and Main St area from Whitewater Park Blvd to 16th St, per the 30th Street Area Master Plan. Goals include: 1) Determine feasibility of reducing a vehicle lane on both Fairview Ave and Main St to add on-street parking, 2) plan for bicycle and pedestrian enhancements along Fairview Ave and Main St, and 3)developing a local street network between Idaho Street and the area south of Fairview Ave to be built through the development process.

### **Update**

ACHD consultant finalized the Fairview Avenue & Main Street Local Streets Improvement Plan in October. It recommends reconfiguring Fairview and Main to 3 vehicle lanes, parking on both



sides, and a parking protected bike lane on the right side of each street. The plan also proposes new local streets to be considered during development.

### **Next Steps**

Staff will present information/discussion item at December 12 board meeting. ACHD Commission will have a work session December 12 and a hearing to consider plan for adoption on January 25.

### 8th Street to Capitol - CCDC Alley Program - CIP Project

### **Project Description**

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

### Update

Boise has hired GGLO to lead a, urban design and charrette process. Property owners on the Union Block Alley have preliminary visioning and made informal commitments to consolidate, relocate, and reduce trash and grease disposal nuisances. The principal property owner for Freak Alley has agreed to participate in the urban design process.



### **Next Steps**

Boise/GGLO will lead will lead a design charrette with stakeholders on December 19. The urban/concept design phase will be complete March 15, with CCDC hiring a consultant to conduct final design immediately thereafter.

# 6th to 3rd - CCDC Alley Program - CIP Project

#### **Project Description**

This project will underground to overhead utility lines (power/phone/fiber) in the alleyway and facilitate surface and other improvements as part of the effort to improve the alleyway as a linear park between City Hall and the Old Assay Office, per the Draft Downtown Parks & Public Spaces Plan

#### **Update**

The 5th & Idaho development is planning to improve the alley between 5th and 6th. CCDC hired Idaho Power and Musgrove Engineers to design the undergrounding between 5th and 3rd. ACHD is planning on installing a "green alley" between 5th and 4th in 2018.

### **Next Steps**

Staff will ask the board to approve a T4 modification with 5th & Idaho to conduct all alley improvements between 5th and 6th with its project in 2017. Staff will also propose to accomplish undergrounding east of 5th concurrently with the ACHD alley project in 2018 in order to minimize disruption to adjacent properties.



### Bike Rack Infill

### **Project Description**

CCDC is working with ACHD, City of Boise, and downtown businesses to provide additional bike parking down where needed.

### **Update**

Staff is finalizing a license agreement with ACHD to install a bike corral in the pullout on the north side of Main next to Taphouse (BPD does not want it used for deliveries anymore due to encroachment in the travel lane).

### **Next Steps**

License agreement application should be finalized the week of December 5, with ACHD approval expected in early January and installation in early February.

### 502 W. Front Street - Remnant RFP -PP Type 5

### **Project Description**

This is a 0.3 acre vacant remnant parcel CCDC owns and has requested development proposals on as per the CCDC Participation Program. One development proposal was received by CCDC from Capitol Partners, LLC, for a parking garage and hotel development. The Proposal was awarded to Capitol Partners at the November Board meeting.



#### **Update**

The development group is submitting plans to Design Review next week for January commission hearing. CCDC

has signed an Affidavit of Legal Interest acknowledging that Capitol Partners is submitting a package to DR that includes the CCDC-Owned Remnant parcel.

### **Next Steps**

Staff has ordered a re-use appraisal to use in negotiating a Disposition and Development Agreement with the developer. The DDA will be brought to the board for approval in January or February.

# 850 W Front Street - Boise Centre Concourse Project

### **Project Description**

Boise Centre is constructing an elevated concourse to connect the main building to the recently opened Boise Centre East Building. The concourse occupies air space above The Grove Plaza. Construction completion anticipated April 1, 2017.



CCDC has granted necessary easements and use agreements. Construction is underway by ESI, Inc. In October, GBAD Directors approved a construction contract amendment that expands the project to include demolition of the Summit Room and construction of the steel superstructure of a new junior ballroom with office space above. Acceleration of this phase 3 demolition and framing activity allows GBAD to utilize The Grove Plaza's south spoke for construction access.

#### **Next Steps**

On December 12, 13, and 14 night closure (9pm to 6am) of the South Spoke will occur to hang the steel structure of the skybridge over the south spoke.

### 101 S. Capitol - Main Street Station - FTA Matching Funds

### **Project Description**

CCDC partnered with Valley Regional Transit to provide the 2.4 million dollar local match funds required of the 10 million dollar federal grant used to fund construction of Main Street Station.

### **Update**

Main Street Station is completed and it opened to public use on October 24. Staff is processing final payment request from VRT for payment in full of local match funds.

### **Next Steps**

Review agreement for compliance and issue certification that we have completed our agreement obligations.

# 800 W. Main - 8th & Main LLC - PP Type 3

#### **Project Description**

8th and Main Project is a 17 level mixed-use building. A Type 3 participation agreement with CCDC allows for reimbursement up to 4 million dollars in public improvement costs associated with the project. Construction was completed in 2014.

### **Update**

In September, staff completed certification of \$3,764,345 of eligible public improvement costs and made the second \$1,000,000 reimbursement payment.

#### **Next Steps**

Upon receipt of invoice in August 2017 and review of compliance with agreement, staff will disburse the third reimbursement payment.

# City of Boise Downtown Parks and Public Spaces Master Plan

#### **Project Description**

The Downtown Parks and Public Spaces master plan is a planning effort conducted by City of Boise PDS to identify opportunities to improve public spaces in downtown Boise. CCDC has aligned our Five Year CIP plan with the master plan.



CCDC staff reviewed the final draft of the plan and offered comments to PDS for completing the plan.

### **Next Steps**

N/A

### South 8th Street - 8th Street Marketplace - PP Type 4

### **Project Description**

CCDC partnered with City of Many Trees, LLC on a Type 4 reimbursement agreement to complete streetscape improvements along with renovation of retail development project.

### **Update**

The initial scope of work was completed \$175,000 under budget. Additional streetscape improvements adjacent to the completed work was identified and an agreement amendment was executed to complete the brick paving at the corner of 8th street and Broad.

### **Next Steps**

Developer will obtain ACHD approvals and construct improvements, beginning in February 2017.

### 150 N. Capitol - City Hall Plaza - PP Type 4



### **Project Description** City Hall Renovation Type 4 agreement is a CCDC partnership with City of Boise Public works to contribute \$1.2 million to the \$3.7 million plaza

#### **Update**

Agency staff and city staff are developing the agreement for review and approval by the city council.

#### **Next Steps**

Obtain city council approval, and bring back to CCDC board for final approval.





### Protect the River Sculpture Blvd. & Front St.

### **Project Description**

The River Sculpture renovation was completed in 2016 and soon after damaged in a traffic accident. Arts and History along with CCDC are implementing protective measures to prevent vehicle damage from occuring again

#### Update

Coordination with ITD and ACHD resulted in a determineation that bollards are not acceptable at this location and that flower pot planters is the preferred protective device.

### **Next Steps**

CCDC and DBA have arranged to have flower planter pots placed in the month of December.

### Parking & Facilities Team: Max Clark & Ben Houpt

### Capitol & Main Parking Expansion

### **Project Description**

Investigating expanding this particular parking garage, vertically.

### **Update**

As of December 6, potential Capitol Terrace Retail sale still pending. We are effectively on hold until sale closes or dies.

### **Next Steps**

Staff is waiting for additional information from the prospective buyer to determine next steps.



**Capitol & Min Parking Garage** 

# Exterior Signage for All Garages

### **Project Description**

The electronic directional signage on the exterior of the parking garages, replacing the existing with newly branded ParkBOI signage.

### **Update**

Staff has surveyed five of the six garages with a local architect to confirm which signs are planned to go where. We met with City Staff to confirm code requirements, etc. Specs are being developed by a local engineering firm.



### **Next Steps**

Finalize specs and put project to bid. Anticipate February or March Board approval of winning bid, with installation commencing shortly thereafter. At that time we will promote the new ParkBOI brand and the new garage names.

### Parking Rate Examination

### **Project Description**

The Downtown Parking Strategic plan suggested an evaluation of our rate structure.

### **Update**

We have money budgeted in this fiscal year for a rate study in the Spring of 2017. In the meantime, we have floated a new nighttime parking program to our convention and hospitality partners to assess stakeholder interest in the product.

### **Next Steps**

We will prepare for the Spring Study. Implementation of the rate recommendations will be determined then.

### Rebranding Parking System

### **Project Description**

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

### **Update**

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

### **Next Steps**

Contracted application of the new brand will occur around the installation of the new garage signs in the Spring of '17

# **COB** - Downtown Transportation Plan

### **Project Description**

The City adopted the TAP in mid-2016.

### Update

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

### **Next Steps**

Some of the 22 mobility initiatives Agency & City staff are collaborating on are contained in the TAP. All are consistent with the Parking Strategic Plan.



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

### Audit of FY 2016 Financial Statements

Auditors from Eide Bailly LLP, were on-site for two weeks in early November to review the Agency's Fiscal Year 2016 financial statements. After compiling a substantial amount information in preparation of the audit, Controller Joey Chen and Accountant Kevin Martin were kept busy responding to the requests for additional information and answering questions while the auditors were here. The audit is currently undergoing internal review at Eide Bailly. We may receive a draft this week. The final report could reach the Executive Committee sitting as the Audit Committee in January 2017 after which it will go to the full Board.

### Electric Vehicle (EV) Charging Stations in CCDC Parking Garages

The Agency has begun equipping its public parking garages with EV charging stations. Quality Electric will install the first six units, three each, on the second floors of the 9<sup>th</sup> & Front (formerly City Center) and Capitol & Main (formerly Capitol Terrace) parking garages. The Agency purchased the charging stations for \$18,221 (\$3,307 apiece). Installation will be another \$22,525. They will be operational by January 13, 2017.

### Central District Sunset Working Group Meeting 4

The Working Group will meet again on December 21 to continue planning for the close-out of the Central District. The end of next fiscal year, FY 2018 on September 30, 2018, marks the point after which the Agency can no longer spend Central District-generated tax increment revenue. Tax year / calendar year property tax revenue is distributed in January and July of the following year. TY/CY 2017 property tax revenue above the Base Year amount generated by properties in the Central District will be the last to come to CCDC as increment revenue in the Agency's FY 2018. Beginning with TY/CY 2018 all property tax revenue will once again be distributed to the seven taxing districts that overlay the Central District: Ada County, Ada County Highway District, Boise School District, Boise city, EMS District and the Mosquito Abatement District.

Decision-makers CCDC Board and Working Group Chairman John Hale, CCDC Commissioner / Boise City Councilor / Idaho State Senator Maryanne Jordan, Mayor's office representative Jade Riley, and Executive Director John Brunelle will continue to identify relevant issues and options. The Board of Commissioners will receive a report of the Working Group's deliberations and decisions, if any, at the January Board meeting.

Although other urban renewal districts have been terminated across the state, this is a first for the Agency and Boise. It will be another seven years before this process is repeated for the River-Myrtle / Old Boise District. The Westside District sunsets the following year, at the end of FY 2026. The Agency's newest district, 30<sup>th</sup> Street, is good-to-go until FY 2033.

### COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS



### **Broad Street – Central Addition Public Infrastructure Improvement Project**

Project: Agency investments in Broad Street, the core of the city's first Eco District, include streetscapes, expansion of the city's geothermal system, installation of green storm water management and fiber optic infrastructure and historic preservation activities. Guho Corp was competitively selected for Construction Manager / General Contractor (CM/GC) services.

- The Board of Commissioners approved Amendment 2 to the Sept 12: CM/GC contract, authorizing the amended Guaranteed Maximum Price (GMP) start of construction services and award of subcontracts.
- Jan 9, 2017: Anticipated Board consideration of final GMP amendment
- March 24, 2017: Anticipated Substantial Completion.
- April 24, 2017: Anticipated Final completion.

Status: Construction is well underway. Subcontractors are being secured for the final construction component, Capitol Boulevard to 6th Street.

### 10<sup>th</sup> & Front Garage Concrete Repairs – Informal Invitation to Bid

Project: Repair concrete spalling on levels 2, 3 and 4 in the 10th & Front Street public parking garage. Total cost estimated to be less than \$100,000.

- Oct 31: Informal Invitation to Bid sent to three licensed public works contractors.
- Nov 9: Pre-bid meeting.
- Nov 21: Three bids received by the 3 pm deadline.

Status: The lowest responsive bid was submitted by Watson Associates. All bidders were notified of the Agency's intent to proceed with a public works construction contract with Watson Associates for the scope of work. Steps are now underway to finalize the contract.

### 2017 Streetscapes – Competitive Selection of On-Call Design Professional

Proposals were solicited from three firms with current On-Call contracts with the Agency. A Task Order was executed with Jensen Belts Associates for the 2017 Streetscape Project design. This year's streetscapes will be constructed on Main Street between 5th & 6th streets and at Main and 14th streets.

# OTHER CONTRACTS ACTIVITY

### The Grove Plaza -

- 1. Change Orders for the McAlvain CM/GC contract for additional construction details such as geotextile fabric and a slurry wall on north spoke, steel tree anchor covers with the "Grove Icon" emblem, and an epoxy flooring system for the restrooms. Change Orders have increased the cost of this project by 1%.
- 2. License Agreements for limited vehicular access for the Idaho Foodbank's Empty Bowls event the day after Thanksgiving and the Downtown Boise Association's holiday tree lighting.
- 3. Services Contract with CenturyLink to provide fiber and internet including public Wi-Fi on the Plaza.



**ParkBOI Website** – Task Order Amendment 2 with Synoptek LLC for additional services relative to the transaction module of the PARIS website integration project.

**Downtown Streetscapes** – Task Order with Capitol Landscape for miscellaneous paver maintenance and repairs.

**Front Street Remnant** – Task Order with Mountain States Appraisal to prepare a "fair re-use value" of a parking garage and hotel proposed for the assembled site consisting of the CCDC remnant parcel and an adjacent parcel.

**Parcel B / Pioneer Crossing –** Task Order Amendment with Kimley-Horn & Associates for a detailed review of the Parcel B 100% Construction Drawings to include design negotiation with developer's team and assistance with specifications.

**620 S 9<sup>th</sup> Street / The Afton** – Amendment 2 to DDA to extend the construction completion date due to circumstances related to environmental findings and ensuing remediation and additional time required to address minor design changes.

**Carew Co.** – Updated and executed a new two-year On-Call agreement through September 2018 for brand and website development.

**Mountain States Appraisal** – Updated and executed a new three-year On-Call agreement through November 2019 for as-needed appraisal services.

**Agency Records Destruction** – Per Resolution 1467 approved at the November Board meeting, with the required 30 day records destruction notification sent to the Boise City Clerk, destruction can occur on or after December 14, 2016.

**Public Records Request** – One PRR that included three elements:

- 1. All email from the Agency to city staff from April 1, 2016 to November 14, 2016 regarding the streetcar/circulator project, and meeting materials on the same topic from January 1, 2016 to November 14, 2016.
- 2. All email from the Agency to city staff from June 1, 2015 to November 14, 2016 regarding Central District sunsetting.
- 3. Central District tax increment collection amounts from 1986 to November 14, 2016.

