

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
November 13, 2017 12:00 p.m.
A G E N D A

I. **CALL TO ORDER** Chair Hale

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

III. **CONSENT AGENDA**

- A. Expenses
 - 1. Approval of Paid Invoice Report – October 2017
- B. Minutes and Reports
 - 1. Approval of October 9, 2017 Meeting Minutes
- C. Other
 - 1. Approve Resolution #1512 - Approval of 2200 W Fairview – New Path Community Housing – Type One Participation Agreement with Boise Pacific NIHC Associates LP [Designation 10/9/17, NTE \$150,000]
 - 2. Approve Resolution #1513 - Approval of 750 E Main – Capitol Terrace – Type One Participation Agreement with Hawkins Companies [Designation 10/9/17, NTE \$150,000]
 - 3. Approve Resolution #1514 - 2403 Fairview Ave - Adare Manor - Type Two Participation Agreement Designation [Designation 10/9/17]

IV. **ACTION ITEM**

- A. PUBLIC COMMENT: Proposed Parking Rate Increases (20 min) Max Clark
- B. CONSIDER: Resolution #1516 – Approval of Parking Rate Increases (10 min) Max Clark
- C. CONSIDER: Resolution #1515 – Approving the Second Amendment to the Purchase and Sale Agreement Between CCDC & BVGC Parcel B, LLC (5 min) Shellan Rodriguez

V. **INFORMATION/DISCUSSION ITEMS**

- A. Operations Report (5 minutes) John Brunelle

VI. **EXECUTIVE SESSION**

Deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c), (d) and (f)].

VII. **ADJOURN**

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



Paid Invoice Report

For the Period 10/01/2017 through 10/31/2017

Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	10/11/2017	12,725.70 ✓
Idaho State Tax Commission	State Payroll Taxes	10/11/2017	2,391.00 ✓
CCDC Employees	Direct Deposits Net Pay	10/11/2017	31,219.80 ✓
PERSI	Retirement Payment	10/11/2017	10,989.81 ✓
SUTA	Unemployment Taxes - 3rdQuarter	10/1/2017	507.98 ✓
EFTPS - IRS	Federal Payroll Taxes	10/25/2017	12,484.50 ✓
Idaho State Tax Commission	State Payroll Taxes	10/25/2017	2,268.00 ✓
CCDC Employees	Direct Deposits Net Pay	10/25/2017	32,255.03 ✓
PERSI	Retirement Payment	10/25/2017	11,110.31 ✓
		Total Payroll Payments:	115,952.13
Checks and ACH			
Various Vendors	Check and ACH Payments Issued (See Attached)	October 2017	2,659,514.84
	Total Paid Invoice, Reported Payments:		2,659,514.84
Total Cash Disbursements:			\$ 2,775,466.97

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

 Finance Director 11/6/17 Date	 Executive Director 11/6/17 Date	 Board Member Nov 7, 2017 Date
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Report Criteria:

Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3871	ABC Stamp Signs & Award	0508611	Notary blue stamp	09/25/2017	36.95	Multiple	Multiple
		0508922	Employee Name Tags	10/04/2017	50.95	Multiple	Multiple
Total 3871:					87.90		
3659	Ada County	MGL & SGL	October 2017 Master Grou	10/01/2017	36,926.50	62655	11/07/2017
Total 3659:					36,926.50		
1139	American Cleaning Service	61559	Trailhead Cleaning - 12 Mo	10/01/2017	892.10	62645	11/06/2017
Total 1139:					892.10		
1316	Blue Cross of Idaho	1724800037	Health Insurance - October	10/01/2017	20,503.72	62601	10/01/2017
Total 1316:					20,503.72		
1331	Boise Centre	8263-IN	Grove maintenance fee - O	10/01/2017	6,922.00	62656	11/07/2017
Total 1331:					6,922.00		
1385	Boise City Utility Billing	44767 OCT1	CD 107 S 9th-Trash servic	10/01/2017	462.64	10580	10/31/2017
		91177 OCT1	848 Main St # 0447416001	10/01/2017	7.15	10580	10/31/2017
		92127 OCT1	617 S. Ash Street -2127	10/01/2017	79.45	10580	10/31/2017
Total 1385:					549.24		
4022	Boxcast Inc	INV19252	Adio/Visual Equipment	10/01/2017	1,259.99	10547	10/11/2017
		INV-19252	Audio/Visual Support, 12 M	10/01/2017	1,559.76	10547	10/11/2017
Total 4022:					2,819.75		
3816	Capitol Landscape Inc.	9.28.2017 SI	Sidewalk Paver Maint. - 8th	09/30/2017	7,174.00	62657	11/07/2017
Total 3816:					7,174.00		
3712	Car Park	AUGUST 20	Capitol & Myrtle - Myrtle	08/31/2017	149,972.96	10529	09/29/2017
Total 3712:					149,972.96		
3857	Carew Co	2254	Quarterly Web Maint.	09/30/2017	875.00	62626	10/13/2017
		2255	Grove - Boise Brewing Sta	09/30/2017	2,350.00	62626	10/13/2017
Total 3857:					3,225.00		
3898	Carver Thornton Young (C	17 -0914	8th Street Corridor Const.	09/30/2017	3,058.40	10584	11/09/2017
Total 3898:					3,058.40		
1556	Caselle Inc.	82744	Contract support - October	10/01/2017	787.33	62602	10/01/2017
Total 1556:					787.33		
2810	CenturyLink	1420157477	Grove - Data Service	09/11/2017	1,185.05	10542	09/25/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		OCTOBER 2	Grove - Data Service	10/23/2017	1,195.38	10596	10/23/2017
	Total 2810:				2,380.43		
1595	CITY OF BOISE	IK4	Park & Ride - Elder Street	09/29/2017	28,700.00	62621	10/10/2017
		IX7	Recycling Containers	09/13/2017	3,549.56	62619	10/10/2017
		JN15	Traffic Box Art installation	09/29/2017	18,181.00	62620	10/10/2017
	Total 1595:				50,430.56		
3972	CMYK Grafix	N3512	BB Stage Banners	09/25/2017	1,376.48	10548	10/11/2017
	Total 3972:				1,376.48		
3702	CNA Surety	63366364N -	Kathy W. Notary Bond 633	09/27/2017	60.00	62605	10/09/2017
	Total 3702:				60.00		
4013	Color Craft Inc.	17-125-1	Exterior Painting - 9th&Fro	09/30/2017	37,658.00	10549	10/11/2017
	Total 4013:				37,658.00		
1643	Community Planning Asso	218020	FY18 1st qtr Membership	10/01/2017	2,050.00	10567	10/20/2017
	Total 1643:				2,050.00		
3947	Crane Alarm Service	OCTOBER 2	Fire Alarm System - Monito	10/01/2017	25.00	62606	10/09/2017
	Total 3947:				25.00		
1703	CSHQA	30167	2018 CD Public Improvem	09/30/2017	17,759.00	10585	11/09/2017
		30322	Alley Improvements	09/30/2017	20,135.00	10550	10/11/2017
		30323	2018 CD Public Improvem	09/30/2017	16,411.00	10550	10/11/2017
		30327	Alley Improvements	09/30/2017	3,310.00	10585	11/09/2017
		30328		09/30/2017	9,494.00	10585	11/09/2017
	Total 1703:				67,109.00		
4002	Don Reading	#1	Central District Sunset Eco	09/30/2017	5,250.00	62633	10/16/2017
	Total 4002:				5,250.00		
4003	Donald Holley	SEPTEMBE	Central District Sunset Eco	09/30/2017	5,250.00	62634	10/16/2017
	Total 4003:				5,250.00		
1787	Downtown Boise Associati	8102	State Storage & Stage Sup	08/31/2017	2,200.00	62596	09/27/2017
		8103	Grove Flower Pots	08/31/2017	9,048.00	62596	09/27/2017
		8107	Stage Support	10/01/2017	350.00	62607	10/09/2017
		8108	CD Clean Team	10/01/2017	4,387.26	62658	11/07/2017
		8109	8th St Clean Team	10/01/2017	546.00	62658	11/07/2017
		8111	Bronco Shuttle Sponsorshi	09/01/2017	5,000.00	62658	11/07/2017
	Total 1787:				21,531.26		
1832	Eide Bailly LLP	EI00567985	Risk Based Cycling Review	09/30/2017	10,000.00	62635	10/16/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1832:					10,000.00		
1838	Elam & Burke P.A.	170148	Ash Street Properties	09/30/2017	4,822.40	10568	10/20/2017
		170150	CD Closeout	09/30/2017	305.00	10568	10/20/2017
		170151	Public Info Requests	09/30/2017	160.00	10568	10/20/2017
		170152	Civic Partners Developmen	09/30/2017	20.00	10568	10/20/2017
		170153	Parcel B Hotel Project	09/30/2017	2,873.00	10568	10/20/2017
		170154	Parking Matters	09/30/2017	391.00	10568	10/20/2017
		170155	Boise Library	09/30/2017	270.00	10568	10/20/2017
		170156	Multi-Purpose Facility & Sh	09/30/2017	6,474.60	10568	10/20/2017
		170157	101-0 General	09/30/2017	391.60	10568	10/20/2017
		170159	RM Implement	09/30/2017	345.00	10568	10/20/2017
Total 1838:					16,052.60		
1898	Fiberpipe	2201	E-mail & Audio hosting	10/01/2017	64.90	10551	10/11/2017
Total 1898:					64.90		
4000	Flying Falcon Productions	CCDC VIDE	CCDC Video	09/30/2017	4,000.00	10552	10/11/2017
Total 4000:					4,000.00		
3807	FreedomVoice Systems	2017-100105	Monthly Service	10/01/2017	552.43	62608	10/09/2017
Total 3807:					552.43		
3778	Gingerich Site & Undergro	17-4216	9th Street, Myrtle to Lee St.	09/19/2017	751.25	62617	10/09/2017
		17-4217	Grove Bi-weekly Maint & Cl	10/01/2017	2,240.00	62647	11/06/2017
		17-6512	Broken Ball Valve - 235 N	09/26/2017	500.00	62617	10/09/2017
Total 3778:					3,491.25		
2003	Government Finance Offic	0107295	Membership fee Joe Chen	10/01/2017	150.00	62627	10/13/2017
Total 2003:					150.00		
3695	Guho Corp.	160101049-1	CMGC Contract - LIV Distri	09/30/2017	751,009.63	10569	10/20/2017
		170101062-0	2017 Streetscapes RMOB	09/27/2017	551,952.68	10553	10/11/2017
		170101062-0	2017 Streetscapes RMOB	09/30/2017	104,932.34	10553	10/11/2017
Total 3695:					1,407,894.65		
3872	Guy Hand Productions	1726	Public Information: Downto	10/29/2017	8,300.00	62659	11/07/2017
Total 3872:					8,300.00		
3853	Hawkins Companies LLC	8012017	Cap T. Condo: July 2017	07/31/2017	5,923.63	62598	09/27/2017
Total 3853:					5,923.63		
2165	Idaho Power	06607 SEPT	9th St outlets #220040660	09/30/2017	3.96	10579	10/18/2017
		10368 SEPT	617 S Ash #2200910368	09/30/2017	5.37	10579	10/18/2017
		27995 SEPT	9th & State # 2201627995	09/30/2017	3.54	10579	10/18/2017
		34903 SEPT	8th St lights #2202934903	09/30/2017	46.79	10579	10/18/2017
		83212 SEPT	Grove Vault #2205983212	09/30/2017	553.35	10579	10/18/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2165:					613.01		
3900	Idaho Records Manageme	0123281A	Records Delivery	09/30/2017	58.84	10554	10/11/2017
		0123281B	Records Storage	10/01/2017	100.92	10554	10/11/2017
Total 3900:					159.76		
2186	Idaho Statesman	263244 SEP	Legal Notices	09/30/2017	1,080.89	62649	11/06/2017
Total 2186:					1,080.89		
4027	Inn at 500 Capitol LLC	INN AT 500	Inn @ 500 Type 4 Participa	09/30/2017	176,920.00	62622	10/10/2017
Total 4027:					176,920.00		
2240	Intermountain Gas Compa	30007 OCT1	617 Ash St #69482130007	10/01/2017	11.57	10578	10/11/2017
		6948213000	617 Ash St #69482130007	09/21/2017	11.57	62618	10/09/2017
Total 2240:					23.14		
3966	Involta	27833	Website Hosting Services	10/01/2017	1,347.90	62628	10/13/2017
Total 3966:					1,347.90		
3808	Jed Split Creative	1963	CIP Plan Design Services	09/12/2017	5,000.00	62629	10/13/2017
		1964	Business Cards - Sandra	10/09/2017	91.45	62650	11/06/2017
Total 3808:					5,091.45		
2288	Jensen Belts	1603-20	2016 LIV District Public Infr	09/30/2017	4,818.36	10570	10/20/2017
		1603-21	2016 LIV District Public Infr	09/30/2017	7,388.48	10570	10/20/2017
		1642-10	2017 RMOB SS	09/30/2017	6,601.50	10570	10/20/2017
		1642-11	2017 RMOB SS	09/30/2017	5,967.49	10570	10/20/2017
		1735-3	8th Street Bollards	09/30/2017	1,315.56	10555	10/11/2017
Total 2288:					26,091.39		
4026	Jim Kissler	PO#170132	Alley Imprv (6th to 3rd Mai	09/25/2017	5,000.00	62623	10/10/2017
Total 4026:					5,000.00		
3940	John Brunelle	OCTOBER 2	ULI Fall Meeting, LA, CA	10/17/2017	1,097.24	10576	10/24/2017
Total 3940:					1,097.24		
3913	Kimley-Horn and Associate	10069848	Parking Rates Assessment	09/30/2017	1,890.00	62609	10/09/2017
Total 3913:					1,890.00		
2360	Kittelsohn & Associates Inc.	91115	8th/River Crossing Study	09/30/2017	4,220.00	62651	11/06/2017
Total 2360:					4,220.00		
3439	KPFF Consulting Engineer	146659	Concrete Spalling Investiga	09/05/2017	135.00	62610	10/09/2017
		156242	Garage Suicide Prevention	09/30/2017	1,325.00	10586	11/09/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3439:					1,460.00		
3819	Level 3 Communications L	6070315	Internet & Data	09/17/2017	669.61	62611	10/09/2017
Total 3819:					669.61		
4030	Liberty Mutual Insurance	902128100	Cap. T. Non-Owned Auto	10/01/2017	212.00	62630	10/13/2017
Total 4030:					212.00		
2465	Materials Testing & Inspect	147242	10th & Front Garage Evalu	09/21/2017	800.00	10556	10/11/2017
		147663	10th & Front Garage Evalu	09/30/2017	2,300.00	10556	10/11/2017
Total 2465:					3,100.00		
3918	Matt Edmond	OCTOBER 20	APA Idaho 10th Annual Co	10/17/2017	243.08	10577	10/24/2017
Total 3918:					243.08		
3950	McAlvain Construction Inc.	115013-23	Grove Construction	08/31/2017	9,831.91	10535	09/29/2017
		115013-24	Grove Construction	09/30/2017	20,181.83	10557	10/11/2017
		115013-25	Grove Construction - Retai	09/30/2017	236,137.87	10557	10/11/2017
Total 3950:					266,151.61		
4018	Merit Professional Coating	001	Lobbies & Stairwells Painti	09/30/2017	31,321.93	62624	10/10/2017
Total 4018:					31,321.93		
2567	Mountain States Appraisal	ID2-170060B	Ash Street ReUse Apprais	09/11/2017	500.00	62612	10/09/2017
Total 2567:					500.00		
3833	Musgrove Engineering P.A.	16-198H	Power Line Relocation - T	09/30/2017	1,270.00	10587	11/09/2017
Total 3833:					1,270.00		
3991	North by Northwest	SS088	Downtown History Video (09/30/2017	5,000.00	10571	10/20/2017
Total 3991:					5,000.00		
4031	Office Team	SANDRA L.	Recruitmnet Expense	09/29/2017	9,620.00	62661	11/07/2017
Total 4031:					9,620.00		
2774	Pro Care Landscape Mana	16913	617 Ash Street	09/30/2017	281.00	62653	11/06/2017
		16914	10th & Front Garage	09/30/2017	407.00	62653	11/06/2017
		16915	Tree Grates - CD	09/30/2017	626.85	62653	11/06/2017
		16916	Pioneer Street Green	09/30/2017	376.00	62653	11/06/2017
Total 2774:					1,690.85		
2798	Quadrant Consulting Inc.	9359	429 S 10th Survey	08/31/2017	2,500.00	62600	09/27/2017
		9360	Alley Imprv (6th to 3rd Mai	08/31/2017	1,314.50	62600	09/27/2017
		9404	Alley Imprv (6th to 3rd Mai	09/30/2017	435.00	62654	11/06/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2798:					4,249.50		
3653	Redevelopment Associatio	M16006-201	Membership Dues	10/01/2017	5,850.00	62636	10/16/2017
Total 3653:					5,850.00		
3896	Rim View LLC	OCTOBER 2	Monthly Rent and NNN - Tr	10/01/2017	12,878.91	62603	10/01/2017
Total 3896:					12,878.91		
3979	Sam Schwartz Engineering	69197	Front & Myrtle Couplet Alte	09/30/2017	1,475.00	10590	11/09/2017
Total 3979:					1,475.00		
3929	SB Friedman Development	3	New URD study Amendme	09/30/2017	7,496.92	10558	10/11/2017
		SHORELINE	New URD study Amendme	09/13/2017	6,296.42	10558	10/11/2017
Total 3929:					13,793.34		
3796	Scheidt & Bachmann USA	29811	September 2017 Merchant	09/30/2017	903.08	62631	10/13/2017
Total 3796:					903.08		
2948	Secretary of State	S. LAWREN	Sandra notary application	10/10/2017	30.00	62632	10/13/2017
Total 2948:					30.00		
3542	Security LLC - Plaza 121	OCTOBER 2	Office rent - October 2017,	10/01/2017	5,850.88	62604	10/01/2017
Total 3542:					5,850.88		
3974	Stability Networks Inc.	25147	Misc. Computer Parts	09/30/2017	10.62	10560	10/11/2017
		25349	Complete Care Network Su	09/30/2017	2,555.01	10572	10/20/2017
		25428	New Computer Equipment	10/09/2017	3,557.18	10572	10/20/2017
Total 3974:					6,122.81		
3029	State Insurance Fund	16745409	Workers Comp	09/26/2017	963.00	62613	10/09/2017
Total 3029:					963.00		
3242	Suez Water Idaho	0600033719	Eastman office #06000337	09/19/2017	108.41	10565	10/06/2017
		0600357562	Grove & 10th #060035756	09/21/2017	263.32	10565	10/06/2017
		0600557272	503 509 Ash/Pioneer Grn 0	09/14/2017	516.74	10565	10/06/2017
		0600634762	617 Ash St water #060063	09/15/2017	221.10	10565	10/06/2017
		0600639143	516 S 9th St irri #06006391	09/15/2017	145.07	10565	10/06/2017
		0600668823	437 S 9th St irri #06006688	09/19/2017	89.51	10565	10/06/2017
		0600721753	8th & GROVE #060072175	09/14/2017	367.78	10565	10/06/2017
		0600911085	280 N 8th Sprinklers #0600	09/14/2017	190.82	10565	10/06/2017
		EN 93 2017	610 Jullia Davis Drive - Ida	10/04/2017	17,294.23	62637	10/16/2017
Total 3242:					19,196.98		
3815	Synoptek LLC	1127630	All: Website Upgrades park	09/30/2017	2,507.50	62614	10/09/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3815:					2,507.50		
3831	The Land Group Inc.	0138428	Pioneer Pathway 11th & M	08/30/2017	2,700.00-	10528	09/26/2017
		0138649	8th Street	09/30/2017	186.00	10573	10/20/2017
		0138713	Pioneer Pathway 11th & M	08/31/2017	2,700.00	10528	09/26/2017
		0138777	Pioneer Pathway 11th & M	09/30/2017	766.88	10591	11/09/2017
		138817	8th Street	09/30/2017	1,463.00	10573	10/20/2017
Total 3831:					2,415.88		
3907	Total System Services	W15810	HVAC System repair	09/22/2017	248.14	62615	10/09/2017
Total 3907:					248.14		
3923	Trailhead	39507	Boise Start-Up Week OCT	10/01/2017	3,000.00	10564	10/01/2017
		39524	Boise City - 80%	09/30/2017	397.65	10592	11/09/2017
		39549	Idaho Power - 80%	08/31/2017	527.78	10537	09/29/2017
Total 3923:					3,925.43		
3170	Treasure Valley Coffee Inc.	05212081	Water & Cooler Rental	09/19/2017	75.00	10561	10/11/2017
		05241950	Tea	09/12/2017	17.25	10538	09/29/2017
		05260040	Coffee	09/22/2017	133.05	10561	10/11/2017
		05284592	Coffee	10/10/2017	170.85	10574	10/20/2017
Total 3170:					396.15		
3233	United Heritage	02014-001 O	ST & LT Dissability & Life I	10/01/2017	1,265.64	62616	10/09/2017
Total 3233:					1,265.64		
3835	US Bank - Credit Cards	09.25.2017	Prepaid Expenses	09/25/2017	5,228.01	10544	10/04/2017
Total 3835:					5,228.01		
3864	USI Idaho Kibble & Prentic	2243237	FY18 Commercial Package	10/01/2017	15,182.00	62638	10/16/2017
		2243244	FY18 Cap. T. Umbrella	10/01/2017	1,895.00	62638	10/16/2017
		2249386	CCDC - Difference in Cond	10/01/2017	26,367.00	62638	10/16/2017
		2250362	Cyber Liability FY18	10/01/2017	3,927.00	62638	10/16/2017
Total 3864:					47,371.00		
3266	Valley Regional Transit	22125	Bus Passes	09/08/2017	540.00	10539	09/29/2017
		22204	FY2018 Local Capital Fund	10/01/2017	26,357.00	10593	11/09/2017
Total 3266:					26,897.00		
3841	VoiceText Communications	9.30.17-9562	Conference calls	09/30/2017	21.98	10575	10/20/2017
Total 3841:					21.98		
3997	Wash Worx	220	Bike Rack Install - BODO	09/16/2017	1,675.00	10540	09/29/2017
Total 3997:					1,675.00		
3365	Westerberg & Associates	202	Legislative Advisement Ser	09/29/2017	2,000.00	10562	10/11/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3365:					2,000.00		
3998	Western Records Destructi	0367110	Records Destroyed	08/31/2017	40.00	62592	09/26/2017
Total 3998:					40.00		
3990	Xerox Corporation	090782453	Copier Lease	09/30/2017	464.66	10563	10/11/2017
Total 3990:					464.66		
3868	YESCO	#1	2017 ParkBOI Garage Sign	09/18/2017	66,502.00	62625	10/10/2017
Total 3868:					66,502.00		
Grand Totals:					2,659,514.84		

Report Criteria:

Summary report type printed

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

I. CALL TO ORDER

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

Present: Commissioner John Hale, Commissioner Maryanne Jordan, Commissioner Pat Shalz, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner Dave Bieter arrived at 1:32 p.m.

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

Agency staff members present: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Max Clark, Parking & Facilities Director; Mary Watson, Attorney & Contracts Manager, Matt Edmond, Project Manager; Doug Woodruff, Project Manager; Karl Woods, Project Manager; Laura Williams, Executive Assistant/Development Specialist, Sandy Lawrence, Administrative Assistant. Also present were Agency legal counsel, 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 2017

B. Minutes and Reports

1. Approval of Meeting Minutes from September 11, 2017

C. Other

1. Approve Resolution #1509 Records Disposition

Commissioner Zuckerman made a motion to approve the Consent Agenda.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried 5-0.

IV. ACTION ITEMS

A. CONSIDER: Downtown Garage Customer Survey and Parking Rate Modification

Matt Edmond, CCDC Project Manager, and Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner Zuckerman moved to accept the survey findings and to schedule a public comment date for the Board meeting of November 13, 2017 to consider adjusting parking rates in early 2018.

Commissioner Shalz seconded the motion.

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

B. CONSIDER: Resolution #1511 – Accepting Shoreline Urban Renewal Area Eligibility Study and Forward to Boise City Council for Consideration

The number was changed to #1511 due to a duplication of the use of Resolution #1508.

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to approve Resolution #1511, which accepts the Shoreline Urban Renewal Area Eligibility Study and directs CCDC staff to forward to the Boise City Council for future consideration.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried, 6-0.

C. CONSIDER: 2403 Fairview Ave – Adare Manor – Type Two Participation Agreement Designation

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to designate the proposed Adare Manor development as a Type 2 Participation Project and negotiate a Final Type 2 Participation Agreement with Adare Manor, LLC or their successors for future board approval.

Commissioner Shalz seconded the motion

All said Aye. The motion carried, 6-0.

D. CONSIDER: 2200 Fairview Ave – New Path Community Housing – Type One Participation Agreement Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to direct staff to negotiate a final Type 1 Participation Agreement with Boise Pacific NIHC Associates LP for future board approval.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried, 6-0.

E. CONSIDER: 750 Main Street – Capitol Terrace Renovation – Type One Participation Agreement Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to direct staff to negotiate a final Type 1 Participation Agreement with Hawkins Companies for future board approval.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried, 6-0.

F. CONSIDER: Resolution #1510 – Approving Selection of CM/GC for 2018 Central District Public Improvements Project

The resolution number was changed to #1510 due to a duplication of the use of Resolution #1507.

Mary Watson, CCDC Contracts Manager & Attorney, and Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1510 approving the selection of Guho Corp. as the CM/GC firm for the 2018 Central District Public Improvements Project, and to authorize the Executive Director to negotiate and execute a CM/GC agreement with Guho Corp.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried, 6-0.

V. INFORMATION/DISCUSSION ITEMS

A. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Zuckerman to go into executive session at 1:06p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1)(c),(d) and (f)].

A roll call vote was taken:

Commissioner Hale: Aye

Commissioner Zuckerman: Aye

Commissioner Shalz: Aye
Commissioner Ludwig: Absent
Commissioner Jones: Absent
Commissioner Woodings: Aye
Commissioner Jordan: Aye
Commissioner Quintana: Absent
Commissioner Bieter: Aye

The motion carried, 6-0
Pending litigation was discussed.

VII. EXECUTIVE SESSION ADJOURN

A motion was made by Commissioner Zuckerman to adjourn executive session at 1:36p.m. and return to the public meeting. Commissioner Shalz seconded the motion.

A roll call vote was taken:

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

The motion carried, 6-0

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. The motion carried, 6-0

The meeting was adjourned at 1:37 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION
ON THE 13th DAY OF November, 2017.

John Hale, Chair

Ryan Woodings, Secretary/Treasurer



AGENDA BILL

Agenda Subject: Approve Resolution 1512: Approval of the Type One Participation Agreement with Boise Pacific NIHC Associates LP (New Path Community Housing Project)		Date: 11/13/2017
Staff Contact: Laura Williams	Attachments: A) Resolution 1512 B) Rendering	
Action Requested: Adopt Resolution 1512, authorizing the execution of the Type 1 Participation Agreement with Boise Pacific NIHC Associates LP.		

Background:

New Path is a 4-story development of permanent supportive rental housing for the City of Boise and Ada County's chronically homeless population. The project is being developed by Northwest Integrity Housing Co (NIHC), in partnership with Thomas Development Co., Pacific West Communities, the City of Boise, Idaho Housing and Finance Association, Boise City / Ada County Housing Authority, Saint Alphonsus, St. Luke's, Ada County, Terry Reilly Health Services, and Charitable Assistance to Community's Homeless (CATCH).

The site for New Path was carefully selected to be close to the necessary services, amenities, and transportation needed for this resident population. There will be 40 one-bedroom units for residents and one two-bedroom unit for an on-site manager. In addition to the residential units, there will be a manager's office, several meeting rooms (including private offices) for the supportive services providers, recreational space, business center, community room for resident gatherings, laundry rooms on every floor, and a secure courtyard area for the resident's enjoyment.

New Path Community Housing is Idaho's first permanent supportive housing development using the Housing First approach to help the chronically homeless. Research conducted by Boise State University shows that Housing First saves a community over \$1.5 million in emergency and shelter expenses for every 40 people. Support services will include medical and mental health care, life skills education, case management, and financial and job training.

As part of the development, the streetscape improvements will be made on 22nd Street and Fairview Avenue. The Fairview streetscapes will be constructed as a "Green Street" and 22nd Street will be done as "Urban Concrete" per the Boise Streetscape Standards and Specifications Manual. Eligible expenses for public improvements will include sidewalks, street

trees, street lights, planters, landscaping, and street furnishings and associated construction and installation costs.

In 2014, the Board of Commissioners approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, “assist smaller projects on their own schedule, often triggered by a tenant improvement.” The grant will reimburse for up to \$150,000 of eligible expenses, hard costs for streetscapes and public improvements. This project meets the requirements of the Type One Program.

Project Summary and Timeline:

- 41 Unit permanent supportive housing (for-rent)
- Located on 22nd Street and Fairview Avenue (30th Street URA)
- \$7.3 Million Total Development Costs
- May 11, 2017 – DR Approval
- September 19, 2017 – Groundbreaking
- October 2017 - Type 1 Agreement Designation
- November 2017 – CCDC Board Approval of Type 1 Agreement
- October 2018 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

Preliminary information shows that the project has eligible costs will reach \$150,000, and the project will request \$150,000 as determined in the Type 1 Participation Program. The project meets all program requirements, and FY 2018 budget resources have been approved for this use. This will account for the one Type 1 Streetscape Grant contemplated in the 5 Year CIP for FY '18 in the 30th Street URD.

Tax value estimates indicate the project will generate approximately \$26,000 annually in increment revenue after completion, estimated to begin FY 2021, for a total of about \$312,000 through the end of the district in 2033.

Staff Recommendation:

Adopt Resolution 1512, authorizing the execution of the Type 1 Participation Agreement with Boise Pacific NIHC Associates LP.

Suggested Motion:

I move to adopt Resolution 1512 authorizing the execution of the Type 1 Participation Agreement with Boise Pacific NIHC Associates LP.

RESOLUTION NO. 1512

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BOISE PACIFIC NIHC ASSOCIATES, LP.; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Boise Pacific NIHC Associates, LP. ("NIHC") owns or controls certain real property at 2200 W Fairview Avenue, Boise (the "Site"), located in the 30th Street Area Urban Renewal District ("30th Street District"), as created by the 30th Street Plan; and,

WHEREAS, NIHC intends on building a 41 unit, permanent supportive housing project and desires to make certain public improvements (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements; and,

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

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

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the November 13, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2017.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on November 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Ryan Woodings, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Boise Pacific NIHC Associates, LP ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 2200 Fairview Avenue, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing development including building a 41 unit, permanent supportive housing project and associated public improvements (the "Participant's Project").

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

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards & Specifications Manual ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the 30th Street Area Urban Renewal District ("30th Street District"). The Boise City Council have adopted its Ordinance No. 6868, approving the 30th Street Plan and making certain findings which includes streetscape standards for the 30th Street District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards and have been approved by the City of Boise Design Review. The Streetscape Project will contribute to enhancing and revitalizing the Central District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.

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

- a. The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.

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

- a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").

- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$150,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

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

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the River Myrtle Plan Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days] in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days] in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

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

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

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

If to Participant: Caleb Roope
Boise Pacific NIHC Associates, LP
430 E State St. Suite 100
Eagle, ID 83616
208-461-0022
calebr@tpchousing.com

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcb Boise.com

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Costs

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

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Streetscape Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

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

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

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

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

John Brunelle, Executive Director

Date _____

PARTICIPANT: Boise Pacific NIHC Associates, an Idaho Limited Partnership

NPCH – NIHC Associates LLC,
an Idaho limited liability company,
its Managing General Partner

By: Northwest Integrity Housing Co.,
an Idaho nonprofit corporation,
its Managing Member

By: _____
Name: Connie Hogland
Title: Executive Director
Date: _____

By: TPC Holdings V, LLC,
an Idaho limited liability company,
its Administrative General Partner

By: _____
Name: Caleb Roope
Title: Manager
Date: _____

APPROVED AS TO FORM

Exhibits

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

Exhibit A: Project Site Map



Exhibit B: Streetscape Project Plan

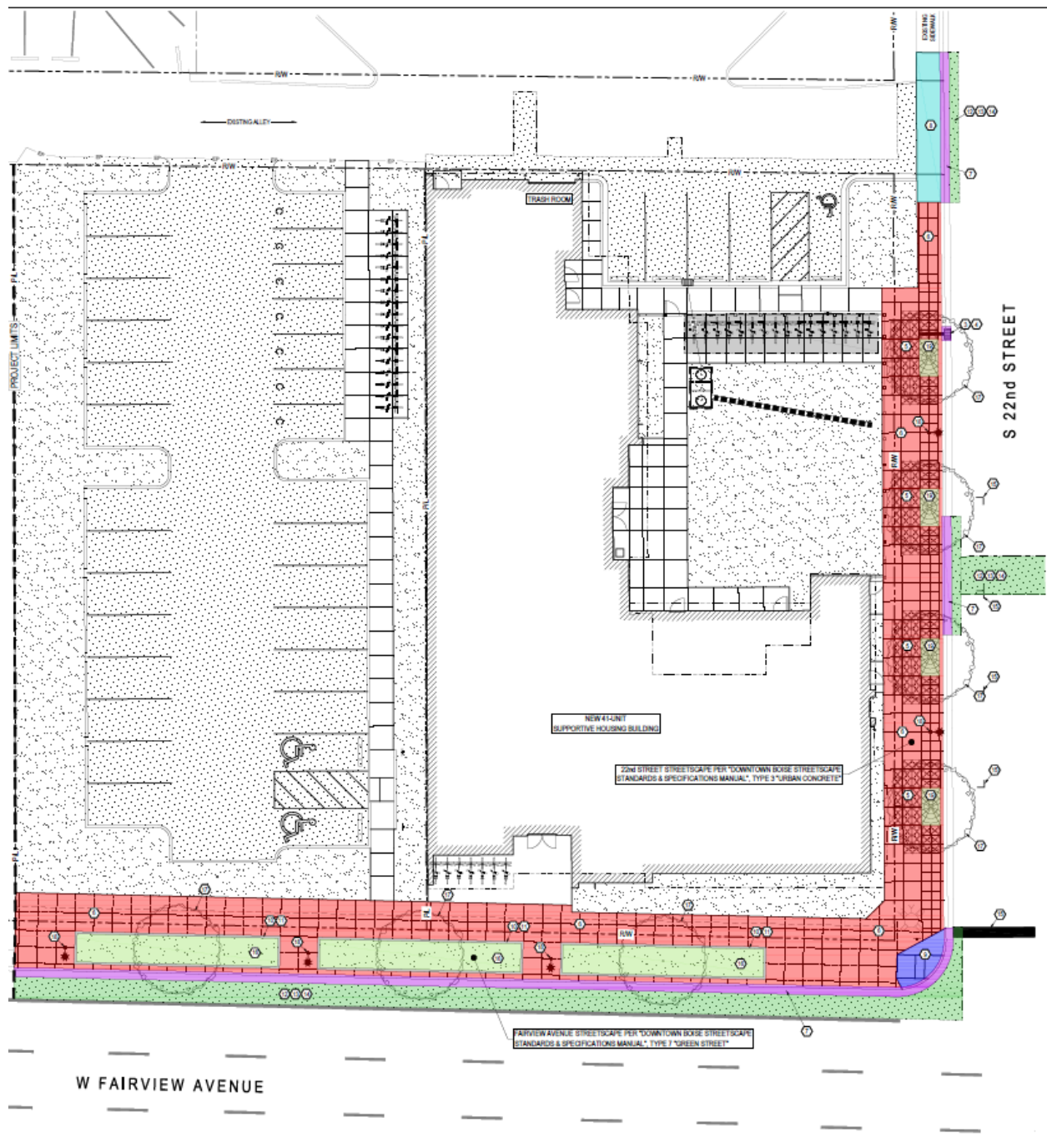


Exhibit C: Schedule of Eligible Costs

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name: New Path Community Housing		Plan Date: 9/15/17		Prepared By: A. Schank	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	SF	\$ 0.70	3,168	\$ 2,218
2	Asphalt demolition	SF	\$ 0.70	1,590	\$ 1,113
3	Curb and gutter demolition	0	\$ -	0	\$ -
4	Saw cut	0	\$ -	0	\$ -
5	Replace subbase	0	\$ -	0	\$ -
6	Stand alone tree removal	0	\$ -	0	\$ -
SIDEWALK WORK:					
	Slava Cells	CF	\$ 18.00	1,536	\$ 27,648
7	Scored concrete sidewalk	LF	\$ 4.00	3,733	\$ 14,932
8	Dry laid brick	0	\$ -	0	\$ -
9	Pedestrian ramp	EA	\$ 750.00	1	\$ 750
10	Truncated dome	0	\$ -	0	\$ -
11	Lawn parkway	SF	\$ 3.75	874	\$ 3,278
12	Irrigation	0	\$ -	0	\$ -
SITUATIONAL FURNISHINGS:					
13	Street trees With Irrigation	EA	\$ 450.00	7	\$ 3,150
14	Tree grates & frames	EA	\$ 2,600.00	4	\$ 10,400
15	Trench drain cover (Storm Drain)	EA	\$ 30.00	6	\$ 180
16	Historic street light	EA	\$ 5,000.00	5	\$ 25,000
17	Bench	0	\$ -	0	\$ 3,000
18	Bike rack	0	\$ -	0	INCL
19	Litter receptacle	0	\$ -	0	INCL
20	Pre-cast planter (Planter Walls)	0	\$ -	0	\$ 13,885
OTHER:					
21	Asphalt repair	0	\$ -	0	\$ 4,163
22	Concrete curb cut	SF	\$ 8.00	162	\$ 1,296
23	Vertical curb and gutter (6")	LF	\$ 20.00	268	\$ 5,360
24	Pavement Striping and Signage	EA	\$ 1.00	1,000	\$ 1,000
25	Water meter	0	\$ -	0	\$ -
26	Utility Poles/Utility Undergrounding	0	\$ -	0	\$ 5,000
27	Catch Basin	EA	\$ 1,250.00	1	\$ 1,250
SUBTOTAL ELIGIBLE COSTS:				\$	123,622
CONTINGENCY (15%)				\$	18,543
TOTAL ELIGIBLE COSTS				\$	142,165
AGREEMENT NOT-TO-EXCEED AMOUNT				\$	150,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

Attachment B – Rendering





AGENDA BILL

Agenda Subject: Approve Resolution 1513: Approval of the Type One Participation Agreement with GRHH Capitol Terrace, LLC and HC Capitol Terrace, LLC		Date: 11/13/2017
Staff Contact: Laura Williams	Attachments: 1) Resolution 1513 2) Images and Rendering	
Action Requested: Adopt Resolution 1513, authorizing the execution of the Type One Participation Agreement with GRHH Capitol Terrace LLC and HC Capitol Terrace, LLC		

Background:

Hawkins Companies is a commercial real estate and development company with an emphasis on retail and shopping centers. Hawkins purchased Capitol Terrace in downtown Boise in April, 2017. The company is planning a major renovation of the exterior of the building. The improvements will bring the building up to date with new paint, awnings, lighting and cost approximately \$1,000,000 in owner investment. Because the sidewalks have already been improved consistent with CCDC's streetscape standards the eligible costs only include the proposed awnings. CCDC encourages owner/tenant improvements which refresh downtown buildings, encourage occupancy, and enhance the public realm and pedestrian experience.

The exterior updates will include 22 new, wood and steel awnings to replace existing fabric canopies that are ready for replacement. The new awnings will extend 5 feet into the right-of-way and cover over 75% of the ground-floor frontage, which meets our participation program specifications. They will also feature lighting to illuminate the sidewalk. CCDC provides assistance to awning projects that meet our criteria. In addition to material and size requirements, awnings must enhance the pedestrian environment and provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes and must be either in the right-of-way and/or include a public easement.

In 2014, the Board of Commissioners approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, "assist smaller projects on their own schedule, often triggered by a tenant improvement." The grant will reimburse for up to \$150,000 of eligible expenses which are awnings on 8th and Main Street. This project meets the requirements of the Type One Participation Program and also promotes a CCDC and City objective to improve pedestrian connectivity downtown.

The eligible expenses for this renovation project include costs for the new canopies on the first level of the building – which extend into the right-of-way. The expenses will be included in the request for reimbursement after the project is complete. Hawkins plans to begin improvements in January 2018, and to be complete in June 2018 (well before the Central District Sunset).

Project Summary and Timeline:

- Located on 8th and Main Streets (Central URA)
- \$1 million Estimated Costs of Renovation improvements
- April 2017 - Hawkins Purchased Building
- August 25, 2017 – Staff Level DR Approval
- October 2017 - Type 1 Agreement Designation
- November 2017 – CCDC Board Approval of Type 1 Agreement
- January 2018 - Construction Start
- June 2018 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

Preliminary information shows that the project has eligible costs which exceed \$150,000, but project will only request \$150,000 as determined by the not-to-exceed amount in the Type 1 Participation Program. The project meets all program requirements, and resources have been approved for this use in the FY 18 budget. This will be the first of two Type 1 Streetscape Grants contemplated in the 5 Year CIP for FY '18 in the Central URD.

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

Staff Recommendation:

Adopt Resolution 1513, authorizing the execution of the Type One Participation Agreement with GRHH Capitol Terrace LLC and HC Capitol Terrace, LLC.

Suggested Motion:

I move to Adopt Resolution 1513, authorizing the execution of the Type One Participation Agreement with GRHH Capitol Terrace LLC and HC Capitol Terrace, LLC.

RESOLUTION NO. 1513

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY GRHH CAPITOL TERRACE, LLC AND HC CAPITOL TERRACE, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, GRHH Capitol Terrace, LLC and HC Capitol Terrace, LLC ("Hawkins"), owns or controls certain real property at 746 W Main Street to 780 W Main Street, 100 N 8th Street to 190 N 8th Street, and 783 W Idaho Street to 735 W Idaho Street, Boise, Idaho (the "Site") located in the Boise Central Urban Renewal District ("Central District"), as created by the Boise Central District Plan; and,

WHEREAS, Hawkins intends on renovating the exterior of the building and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements including awnings which meet Agency's requirements; and,

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

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

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the November 13, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on November 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Ryan Woodings, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho (“CCDC”) and GRHH Capitol Terrace LLC and HC Capitol Terrace, LLC (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 746 W Main Street to 780 W Main Street, 100 N 8th Street to 190 N 8th Street, and 783 W Idaho Street to 735 W Idaho Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing exterior renovations to bring the building up to date with new paint, lighting, and awnings.

B. As part of the improvements to the Project Site, Participant intends to install 22 awnings in the public right-of way adjacent to the Project Site to replace existing canopies (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type One Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

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

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

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.

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

- a. The Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

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

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").

- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$150,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

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

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Central District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days] in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days] in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

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

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

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

If to Participant:

GRHH Capitol Terrace LLC
HC Capitol Terrace LLC
c/o Bryan Vaughn
855 West Broad St. Suite 300
Boise, Idaho 83702
208-908-5544
bvaughn@hollc.com

If to CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcb Boise.com

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Project Plan
Exhibit C	Schedule of Eligible Costs

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

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

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

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

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

CCDC:

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

John Brunelle, Executive Director

Date _____

PARTICIPANT:

GRHH Capitol Terrace LLC
By: GRH Management LLC
Its: Manager

Print Name: _____

Its: _____

Date _____

HC Capitol Terrace LLC
By: GRH Management LLC
Its: Manager

Print Name: _____

Its: _____

Date _____

APPROVED AS TO FORM

Exhibits

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

Exhibit A: Project Site Map



Exhibit B: Project Depiction

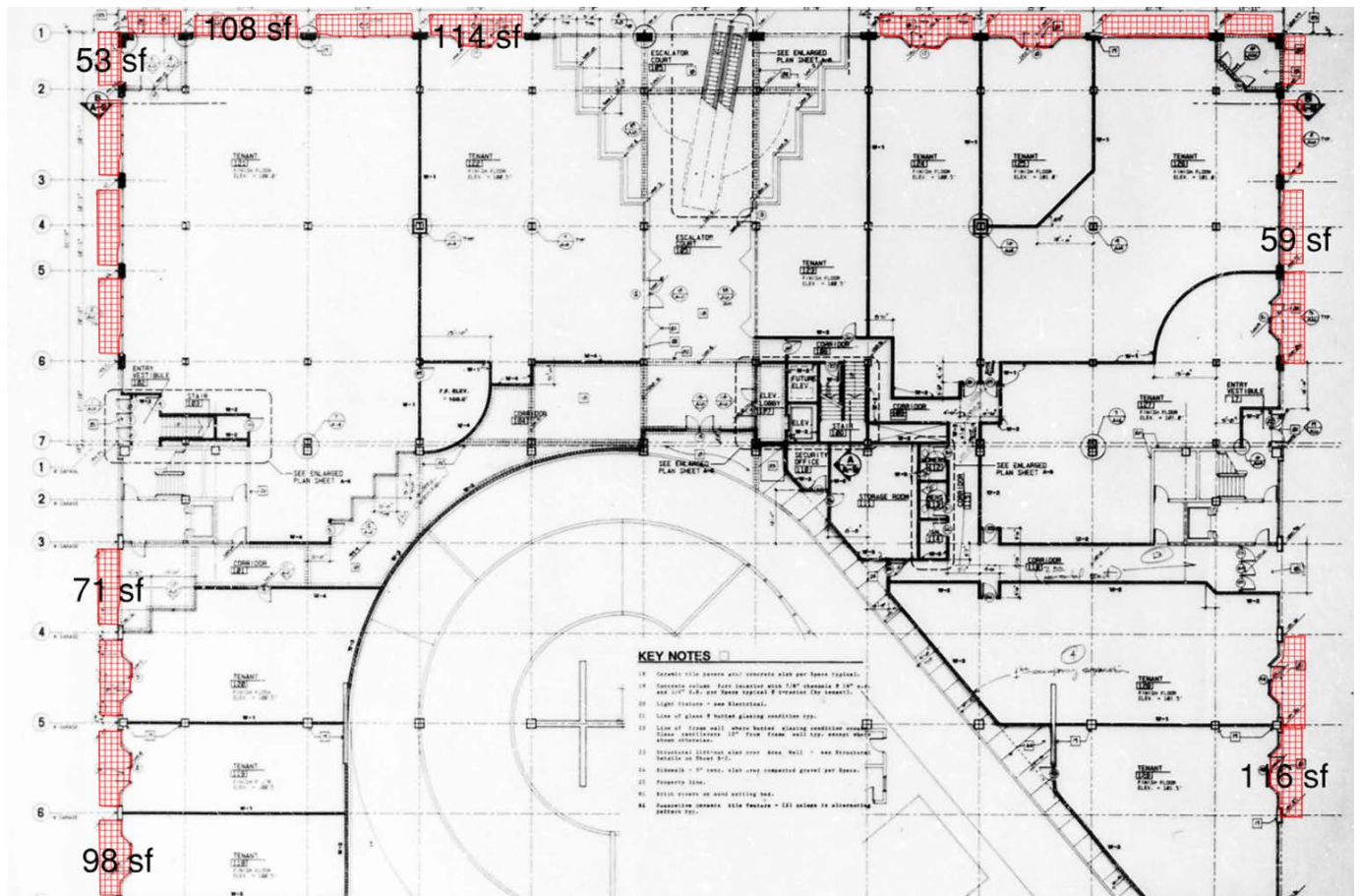


Exhibit C: Schedule of Eligible Costs

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
<i>Project Name: Capitol Terrace</i>		<i>Plan Date: September, 2017</i>		<i>Prepared By: Hawkins</i>	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
Demolition					
1	Demolition - Existing Awnings 1st Level	Awning	423	22	\$ 9,300
Div 5 Framing					
2	Awning Framing 1st level	Awning	1,500	22	\$ 33,000
Div 7 Moisture and Weatherproofing					
3	Longboard Siding under Awnings - 1st Level	Awning	2,455	22	\$ 54,000
4	Sheet Metal Trim 1st level	Awning	824	22	\$ 18,125
Lighting					
5	Awning Lighting - 1st Level	Awning	1,164	22	\$ 25,600
Subtotal					\$ 140,025
Contingency (10%)					\$ 14,003
TOTAL ELIGIBLE COSTS:					\$ 154,028
TYPE 1 NOT-TO-EXCEED AMOUNT					\$ 150,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

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

Attachment B: Images and Renderings





AGENDA BILL

Agenda Subject: Resolution 1514 Approval of a Type 2 General Assistance Participation Agreement for reimbursement of ROW improvements including streets, streetscapes and utilities for Adare Manor, 2403 W. Fairview Avenue within the 30 th Street URD.		Date: 11/13/2017
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1514 2) Type 2 General Assistance Participation Agreement	
Action Requested: Adopt Resolution No. 1514 approving and authorizing the execution of the Type 2 General Assistance Participation Agreement.		

Background:

The Adare Manor development team is comprised of Thomas Development Company, Pacific West Communities, Inc. and Northwest Integrity Housing Co. The team submitted a proposal to the City of Boise in the fall of 2015 to develop this parcel, which is currently owned by the City and the joint ownership entity will lease the ground for a 40 year term.

The site is located in the 30th Street Urban Renewal Area on Fairview Avenue between 24th and 25th Streets and the connector to the south. The mixed-use project includes retail and restaurant space along Fairview and 25th Street and 130 units for-rent housing, renting to individuals and families earning incomes between 30% AMI and those that can afford market rate rents. Unit mix includes one, two, and three bedroom apartments with private balconies. The development was initially proposed as a smaller overall project but after working with the City of Boise additional density was achieved, in part by taking over the existing leases on the property.

Construction is scheduled to begin later this year and is planned to be complete in early 2019. Design Review approvals were originally submitted to the City in November of 2016. Since then the development received approval of 60% construction drawings as well as various administrative level modifications including decreasing the sidewalk width alongside residential units and revisions to resident outdoor common area space in July and August 2017.

The site programming includes onsite parking, a public pathway connecting 24th and 25th streets, a fitness room, library area, community lounges, and quiet meeting or study spaces as well as common outdoor spaces with playgrounds, barbeque area, and a dog run. The public improvements eligible for CCDC participation include streetscapes, street improvements, utility line undergrounding, and sewer line relocation.

A perpetual public easement would be placed on the property, likely to the benefit of the City for the sidewalks and streetscapes that are proposed within the parcel boundary.

The developer submitted an initial Type 2 Participation Application in mid-September. The project scores 142 points, thus it is currently anticipated to be a Tier 1 project, which is eligible to receive up to 80% of the actual tax increment received over a 4 year period as a reimbursement for eligible public expenses.

Project Summary and Timeline:

- 3.14 acres
- 130 residential apartments, 1,2,3 – bedroom
- Community Space:
- Retail Space: 3,850 SF
- Restaurant Space: 2,415 SF
- Parking Spaces: 145 (off street/ surface)
- Bike Parking: 173
- Total Development Costs - \$28.5 million
- Nov. 2016 – Design Review Approval
- October 2017 – Construction Begins
- February 2019 – Construction Completion
- June 2019 – Lease up complete, fully occupied

Fiscal Notes:

The total project development cost is approximately \$28,500,000. Because the development will be assessed by the County as an income restricted property the actual assessment is more difficult to estimate at this point. After working with the County Assessor's office, CCDC staff estimates that the project should generate approximately \$1.9 million over the 15 years remaining in the 30th Street District (2020-2033).

Based on the Participation Policy and the Type 2 Scorecard Adare Manor would be eligible for up to 80% of taxes received by CCDC, approximately \$120,000 annually starting the first year taxes on the completed project are received (estimated FY 2021) for a four year period, totaling approximately \$480,000.

Current estimates anticipate that all \$480,000 will be utilized to reimburse estimated eligible public improvement costs as follows:

- Streetscapes: \$192,386

- Street improvements: \$319,734
- Overhead Power Line Undergrounding with Idaho Power on 24th: \$278,402
- Sewer Line Relocation in public ROW: \$94,318
- Contingency: \$58,475

Total: \$943,315

Staff Recommendation:

Approve and authorize staff to execute the Type 2 General Assistance Participation Agreement for the Adare Manor development.

Suggested Motion:

I move to adopt Resolution No. 1514 authorizing the execution of the Type 2 Participation Agreement.

RESOLUTION NO. 1514

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO, APPROVING THE TYPE 2 PARTICIPATION
AGREEMENT BETWEEN THE AGENCY AND ADARE
MANOR, LLC; AUTHORIZING THE CHAIRMAN, VICE-
CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE
THE AGREEMENT AND ANY NECESSARY DOCUMENTS,
SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING
ANY TECHNICAL CORRECTIONS TO THE AGREEMENT;
AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Boise City, Idaho ("City"), after notice duly published,
conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th
Street Plan");

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

WHEREAS, Adare Manor LLC, an Idaho Limited Liability Company ("Adare
Manor LLC"), controls the development rights via lease on certain real property (the
"Site") located in the 30th Street Urban Renewal District ("30th Street District"), as
created by the 30th Street Plan;

WHEREAS, the Agency has in place a Participation Program which includes
Type-2 Assistance Program under which the Agency reimburses developers for
construction of public improvements;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type-2 Participation Program Agreement ("Agreement") with Adare Manor LLC whereby Adare Manor LLC will construct the Project and the Agency will reimburse Adare Manor LLC for constructing public improvements as specified in the Agreement;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Agreement with Adare Manor;

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

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

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the November 13, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on November 13, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

4840-6711-9663, v. 1

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

Adare Manor LLC, an Idaho Limited Liability Company,

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the CAPITAL CITY DEVELOPMENT CORPORATION ("Agency") and Adare Manor LLC, an Idaho Limited Liability Company qualified to do business in Idaho, and/or assigns ("Participant"), collectively referred to as the "Parties" and each individually as "Party."

RECITALS

Agency is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").

Participant leases certain real property located in downtown Boise, Idaho, which is more accurately described and depicted on attached **Exhibit A** (the "Site") from the City of Boise.

Participant plans to develop and construct on the Site a mixed use and mixed income residential building consisting of approximately 134 rental apartments, indoor and outdoor community amenities (playgrounds, barbeque area, dog run) and 3,000 s.f. of restaurant/ retail (collectively, the "Project"). Preliminary concept plans for the Project are attached as **Exhibit B** ("Concept Plans"). CCDC understands the Concept Plans are conceptual only and are subject to final planning and design. The Project also includes certain Public Improvements, described and depicted on attached **Exhibit C** and **Exhibit D**.

The Project is located in the 30th Street Area Urban Renewal District ("30th District"), as defined by the 30th Street Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the 30th District and will generate revenue allocation proceeds to Agency.

Agency has been asked to assist with the Project consistent with Agency's Participation Program (the "Participation Program") adopted by Agency and as subsequently amended or updated. Under the provisions of the Plan and the Participation Program, Agency may participate in the funding of certain improvements.

Agency and Participant have negotiated the terms and conditions of Agency's participation in the Project.

As a result of the proposed participation by Agency, the Project will be enhanced and economically viable.

Agency, as set forth in this Agreement, agrees to reimburse Participant for the construction of certain street and streetscape improvements in the public right of way adjacent to the Site and construction of certain other utility service improvements described and depicted on **Exhibit C** and **Exhibit D** attached hereto (collectively referred to hereafter as the “Public Improvements”).

AGREEMENTS

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

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). The term of the Agreement shall continue until all obligations of each Party are complete. Provided, if Participant has not completed construction of the Project and the Public Improvements by July 1, 2019, Agency may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. An additional one hundred eighty (180) day extension may be granted upon written approval by CCDC.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. Agency’s commitment herein is designed to comply with Agency’s authority under the Act and the Plan and is intended to constitute an expenditure of Agency funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Act. The office of Agency is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. “Agency,” as used herein, includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is Adare Manor LLC, an Idaho limited liability company. The principal address of Participant is 413 W. Idaho Street, Suite 200, Boise, ID 83702, "Participant," as used herein, includes any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site.

The current total assessed value of the Site, as determined by the Ada County Assessor's Office, is Zero Dollars (\$0.00) for tax year 2016 as it is currently owned by the City of Boise.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Twenty Million and Five Hundred Thousand Dollars (\$20,500,000) (the "Estimated Value").

The Project and any construction of additional structures upon any portion of the Site shall comply with all the provisions of the Plan and all applicable building and zoning ordinances.

D. Participation Program

Agency has determined that the Project is a Type 2 Tier ____ Project, as defined by Agency's Participation Program. If Participant materially changes the Project contemplated by the application submitted to Agency by Participant, dated September 15, 2017 (the "Application"), and such changes result in a change to the Project's Scorecard (as defined in the Participation Program and attached as **Exhibit E**), Agency reserves the right to re-evaluate the Project and determine which tier the Project meets. Depending on the changes made by Participant to the Project, Agency may find the Project is no longer eligible for assistance under the Participation Program.

E. City Agreements and Approvals

"City Agreements and Approvals" shall mean those agreements between Participant and the City of Boise, Idaho ("City") concerning any required building permits and other approvals for development of the Site.

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

reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Cost of Construction

The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

B. Agency, City, and Other Governmental Agency Permits

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

C. Public Improvements

"Public Improvements" shall mean those improvements eligible and agreed to for funding by Agency. The Public Improvements are set forth in **Exhibit C**.

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best public interest; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

D. Construction of Public Improvements

Upon Agency's request, Agency shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide Agency copies of any bids received.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry in Boise, Idaho.

E. Estimated Costs for Public Improvements

Participant has estimated the cost of the Public Improvements to be Nine Hundred Forty Three Thousand Three Hundred and Fifteen Dollars and No Cents (\$943,315.00) (the "Estimated Costs"). Attached hereto as **Exhibit D** is a schedule of Estimated Costs.

F. Agency Reimbursement

Upon completion of the construction of the Public Improvements on the Site and City's acceptance of such improvements (as applicable), Participant will dedicate all public infrastructure and utility infrastructure constructed to City.

Upon City's acceptance of the improvements and the dedication of any utility infrastructure improvements and other public improvements to City, Participant shall submit an invoice ("Invoice") to Agency for the Public Improvements together with an accounting of the actual costs to construct the Public Improvements and evidence of payment of such costs by Participant ("Certification of Costs").

Agency shall have thirty (30) days to review the Invoice and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, Agency shall review the Certification of Costs in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors and material suppliers that constructed or provided materials for the Public Improvements.

If Agency disputes any portion of the Invoice, Agency shall reimburse Participant for the undisputed amount in the manner set forth below and the Parties shall amicably and in good faith work together to resolve any dispute over the Invoice. Disputes shall be resolved pursuant to the procedures set forth in Section V.

Following Agency's verification of the Invoice and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), Agency shall notify Participant of the amount Agency shall reimburse Participant for the Public Improvements (the "Agency Reimbursement"). **This amount shall be the lesser of the Actual Costs or the Estimated Costs. Participant acknowledges Agency will not reimburse Participant for an amount greater than the Estimated Costs, even if the Actual Costs are greater than the Estimated Costs.**

G. Reimbursement

Upon determining the Agency Reimbursement, Agency shall finalize and execute the “Confirmation of Final Reimbursement Amount and Payment Schedule”.

A copy of the Confirmation of Final Reimbursement Amount and Payment Schedule is attached hereto as **Exhibit F**.

The Agency Reimbursement shall be reimbursed over a period not to exceed four (4) years.

In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year and assessments on this value will be collected during the following fiscal year for Ada County.¹ For example, a construction project completed in November of 2017 will add value to the property tax rolls for tax year 2018. Taxes for tax year 2018 will then be collected in fiscal year 2019 (October 1, 2018 – September 30, 2019). In general, if a project is not completed and a certificate of occupancy by December 31st of any given year, the new *full* value (a partial value but not a full value may be identified) will not be added to the property tax rolls for the following tax year but will instead be deferred another year.

The maximum four-year period of collection years (the “Reimbursement Period”) shall begin on September 1 of the year in which Agency receives tax increment for the first *full* tax year *after* the completion of the Project, as evidenced by a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project is complete. For example, if the Project is completed in November, the first full tax year will begin the following January. Agency will receive its first tax increment payment in the January *after* the first full tax year. The first payment shall be made in the first September ***following*** the first full tax year.

On or before October 1 of each year during the Reimbursement Period, Agency shall pay Participant eighty percent (80 %) ² of the tax increment generated from the Site as a result of the Project that is actually received by Agency as of October 1 of that year (the “Annual Payment”). Agency shall make a total of no more than four (4) Annual Payments. Provided once Agency has reimbursed Participant for the Agency Reimbursement Amount, Agency shall have no further payment obligations.

The formula is illustrated as such:

¹ Agency and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

² Agency has determined the Project is a Tier 1 Project, as defined in the Participation Program. If Participant modifies the contemplated Project, Agency reserves the right to re-examine the determination. If the Project is determined to be another Tier, the percentage of the tax increment to be paid to Participant may be amended.

Subtract the Tax Year 2017 total Assessed Value from the Assessed Value as determined by the Ada County Tax Assessor upon completion of the Project. Multiply that amount by the levy rate and then multiply that amount by 0.8, which is the factor based on the project's scoring in Exhibit E. This equals the first annual payment.

For illustration purposes *only* the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Payments

1) September 15, 2020	\$120,000
2) September 15, 2021	\$120,000
3) September 15, 2022	\$120,000
4) September 15, 2023	<u>\$120,000</u>
Total	\$480,000

Participant represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow Agency to reimburse Participant during the Reimbursement Period. **If the Agency Reimbursement is not fully reimbursed by the four Annual Payments as further limited by the Termination Date of the Plan, Agency will not be obligated to make any additional payments.**

Participant acknowledges that the sum of the Annual Payments may be less than the Agency Reimbursement if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the Agency Reimbursement.

It is the specific intent of the Parties that the Agency Reimbursement shall be paid from the tax increment monies, if any, that are paid to Agency as a direct result of the Project and any future development constructed on the Site. Agency's payment obligations hereunder shall not constitute a general obligation or debt of Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the eighty percent of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, Agency reserves the right, in its sole discretion, to pay off the Agency Reimbursement at any time.

H. Agency Reimbursement Assignable

Agency shall reimburse Participant by paying the Agency Reimbursement to Participant or to Participant's assignee. Participant shall have the absolute right to assign its right to reimbursement to its lender, its successor, or other entity

designated by Participant. Agency and Participant agree that Agency's obligations run only to Participant or its assignee.

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the 30th Street District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from Agency's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from Agency's parking garages, and may be subject to consent and approval by Agency lenders.

J. Indemnification

Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees by reason of any of the following occurrences:

1. Any work done in, on, or about the Site, including the Public Improvements, or work related to the Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part; or
6. Funding, by Agency, of the Public Improvements.

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

Participant shall have no obligation to indemnify, defend, or hold Agency or City, respectively, and their respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or City, respectively, or their respective officers, agents, or employees.

K. Insurance

Participant shall, or shall through its contractor, agents, representatives, employees, or subcontractors, at no cost to Agency, obtain and maintain in force for the duration of the construction of the Public Improvements and the Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall **not** utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

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

L. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, sex, gender, marital status, ancestry, or national origin.

M. Approvals of Project and Public Improvements

Participant shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities").

Participant shall keep Agency advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement.

The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.

N. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with Agency or City to accept any maintenance obligations for the Public Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA,
COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2033.

B. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

C. Taxes

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Agency Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the Agency's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors.

2. Tax Appeals/ Exemptions

Participant may appeal the assessed value or seek any property tax exemption for any of the parcels within the site for any assessment in excess of the Estimated Value, as described in Section 2.c. upon written notification to CCDC. Any appeal of an assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value shall require CCDC written authorization; such authorization shall not be unreasonably withheld and be provided in a timely manner. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2033. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the Agency Reimbursement is linked to the tax increment revenue actually generated from the Site, and in the event insufficient taxes are received by Agency for any reason, including a reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency o by any owner of parcels within the Site or by any tenant related to personal property, the actual tax increment received by Agency will be reduced, which in turn will result in lower Annual Payments by Agency to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between Agency and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

B. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

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

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

Agency reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-Liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either Party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by Agency shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to Agency by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of Agency, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to Agency, and then Agency shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

Participant agrees Agency may promote the Public Improvements and Agency's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of Agency's involvement with the Public Improvements.

VII. AMENDMENTS TO THIS AGREEMENT

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

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including **Exhibits A through F**, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

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

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

Exhibit A – Legal Description
Exhibit B – Project Concept Plan
Exhibit C – Public Improvements Plan
Exhibit D – Public Improvements Cost Estimate
Exhibit E – Participation Program Scorecard
Exhibit F – Confirmation of Reimbursement (Draft)

(Signatures to follow)

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

(Date) **Capital City Development Corporation** (“Agency”)

By: _____
John Brunelle, Executive Director

Adare Manor LLC, an Idaho Limited Liability Company (“Participant”)

By: **Adare Manor-TDC Associates LLC**,
an Idaho limited liability company,

By: Thomas Development Co.,
An Idaho corporation,

Its: Managing Member

(Date) By: _____
Thomas C. Mannschreck, President

By: **Adare Manor – NIHC Associates LLC**,
An Idaho limited liability company

By; Northwest Integrity Housing Co.,
an Idaho non-profit corporation,

Its: Managing Member

(Date) By: _____
Connie Hogland, Executive Director

Approved as to form:

(Date)

By: _____
Thomas C. Mannschreck, Board Member

By: TPC Holdings V, LLC
an Idaho limited liability company

Its: Co- Managing Member

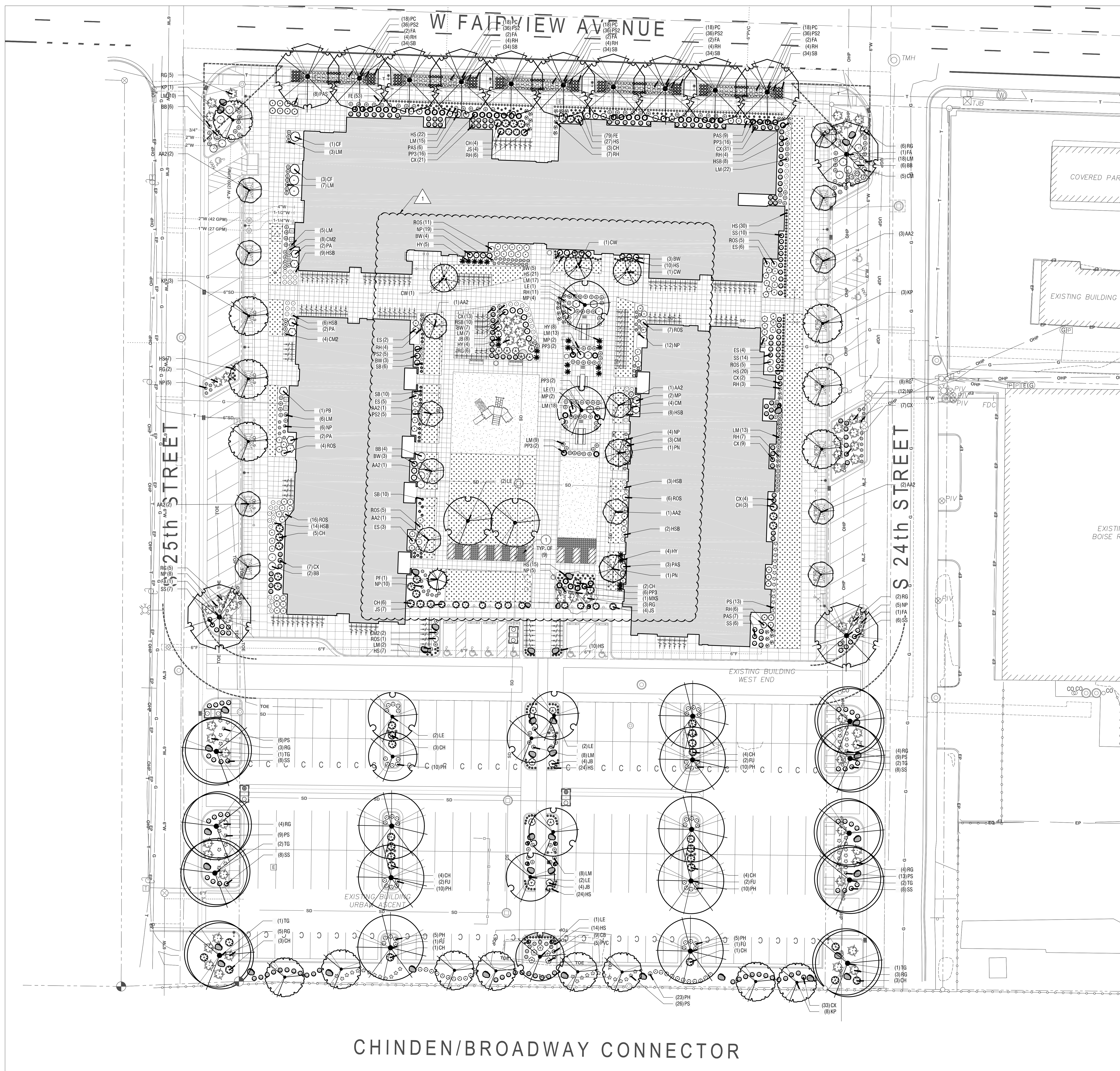
(Date)

By: _____
Caleb Roope, Manager

Exhibit A
Legal Description

INSERT LEGAL DESCRIPTION WHEN AVAILABLE

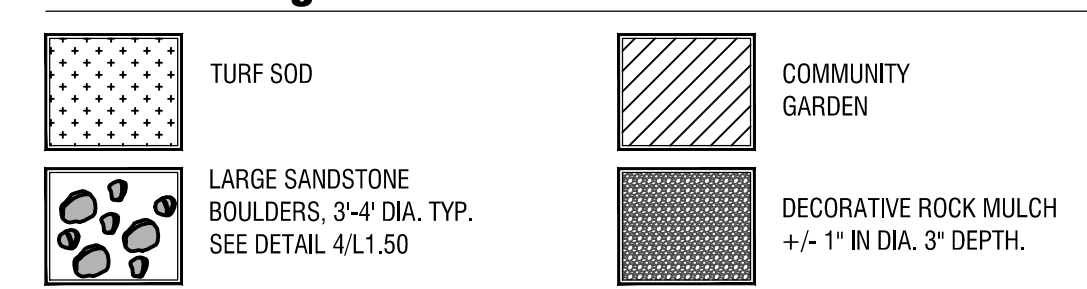
Exhibit B
Concept Plan



Landscape Notes:

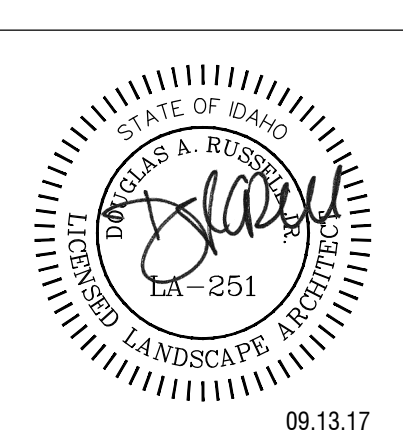
- A. SEE L1.50 FOR PLANT SYMBOL IDENTIFICATION AND PLANTING SCHEDULE.
- B. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- C. NEW TREE PLANTING, SEE DETAILS 1&2/L1.50. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E., FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
- D. NEW SHRUB PLANTING, SEE DETAIL 3/L1.50.
- E. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- F. ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" OF LANDSCAPE BARK MULCH.
- G. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- H. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN.
- I. IN ALL PLANTER BED AND LAWN AREAS, THE TOP 8 INCHES OF TOPSOIL WILL BE AMENDED AT A RATIO OF 3 CUBIC YARDS OF COMPOST/ORGANIC MATTER PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL. ALL TREE PITS SHALL BE A MIX OF SEVEN PARTS TOPSOIL (AS SPECIFIED IN THESE NOTES) AND THREE PARTS COMPOST/ORGANIC MATTER, BY VOLUME.
- J. FERTILIZE ALL TREES AND SHRUBS WITH "AGRIFORM" PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
- K. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 18" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW SURFACE OF WALKS AND CURBS IN PLANTING BED AREAS, AND 12" IN LAWN AREAS.
- L. RE-USE EXISTING SURFACE TOPSOIL WHERE POSSIBLE. VERIFY SUITABILITY OF SURFACE SOIL TO PRODUCE TOPSOIL MEETING REQUIREMENTS AND AMEND WHEN NECESSARY. TOPSOIL SHALL BE A LOOSE, FRAGILE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL, AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: A) PROVIDE APPROVED IMPORTED TOPSOIL, OR B) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY LANDSCAPE ARCHITECT. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
- M. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRAGILE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- N. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
- O. REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE ARCHITECTS REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH: 5.5 TO 7.6.
- P. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.

Material Legend:



Keynotes:

- 1. RAISED PLANTER BED, SEE DETAIL 5/L1.50



erstad ARCHITECTS, PA
310 N. 5th Street, Boise, Idaho 83702
phone: (208) 333-9401



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adare manor
2419 west fairview avenue

revision:
1 o:ner comments 09.13.17

project: 160503
date: 09.13.17

PERMIT SET

LANDSCAPE PLAN

L1.00

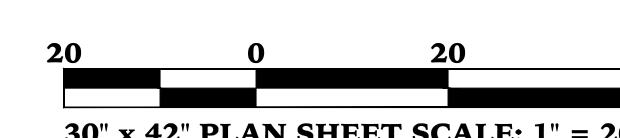
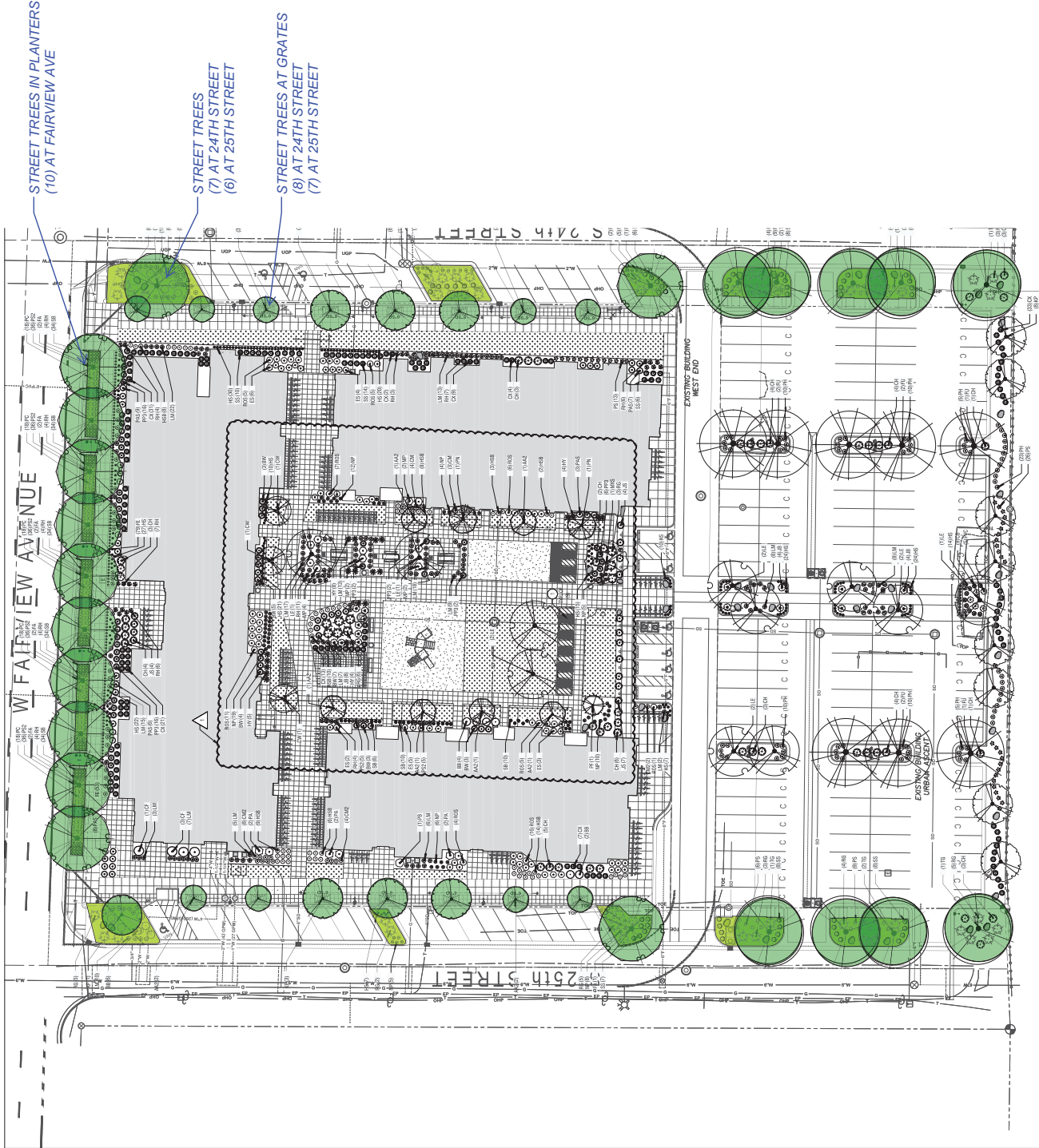




Exhibit C

Public Improvements Plan



CHINDEN/BROADWAY CONNECTOR



FOOTING & SCALE: 1" = 20'

Northwest Integrity

Thomas Co.

West Pacific

Architects

Fairview Ave

24th Street

25th Street

Chinden/Broadway Connector

Landscape Plan

L1.00

Landscape Notes:

- 1. SEE LIST OF PLANT MATERIALS AND PLANTING SCHEDULE.
- 2. ALL PLANTING SHALL BE DONE BY THE END OF THE YEAR.
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Material Legend:

TYPE 500

CHAMBERLAIN

DECORATIVE WOOD MULCH

GRASS

GRAVEL

CONCRETE

ASPHALT

BRICK

STONE

SAND

DIRT

WATER

AIR

FIRE

EARTH

SKY

SUN

MOON

STARS

CLOUDS

RAIN

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FIRE

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THUNDER

LIGHTNING

Keynotes:

1. PLANTING SCHEDULE SEE DETAIL S-1.25



RENNISON ENGINEERING
10000 180th Street, Suite 200
P.O. Box 10000, Everett, WA 98203-1000
TEL: 425.336.8888 FAX: 425.336.8889

**PRELIMINARY
CONSTRUCTION**



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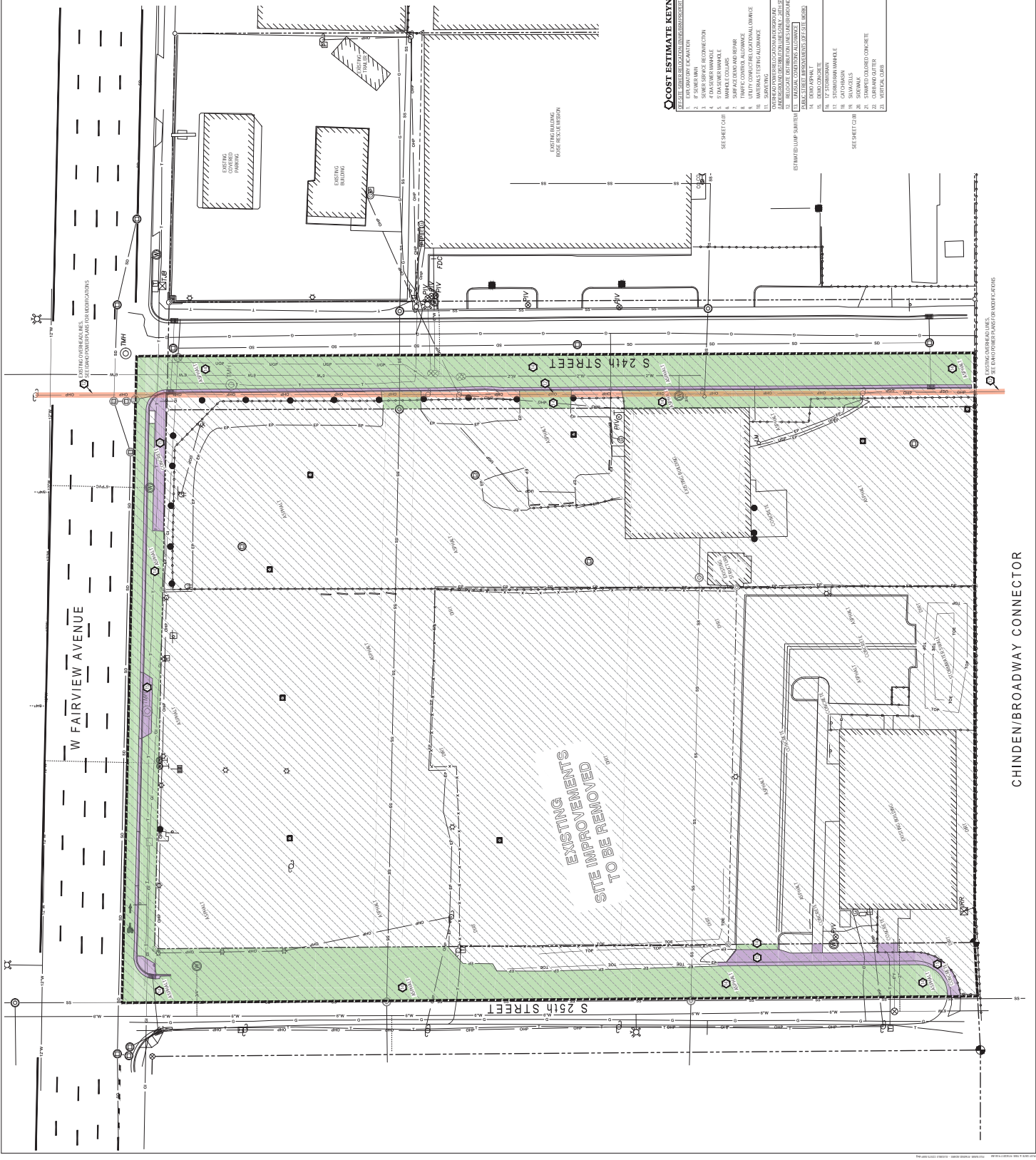
**WEST PACIFIC
ARCHITECTURE**
1010 1st Avenue, Suite 100
Seattle, WA 98101
TEL: 206.461.1000 FAX: 206.461.1001

adare manor
2419 west fairview avenue

REVISIONS:

**PERMIT
SET**

**EXISTING
CONDITIONS
DEMO PLAN**
C1.00



- ESTIMATE KEYNOTES**
- 1. EXISTING CONCRETE DEMOLITION
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CHINDEN/BROADWAY CONNECTOR

OFFSITE SEWER PLAN



RENNISONENGINEERING
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Portland, OR 97208-2970
503.288.2970

R

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ARCHITECTURE
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503.288.2970

2419 West Fairview Avenue
adare manor

REVISION:

PROJECT
DATE
2018.05.17

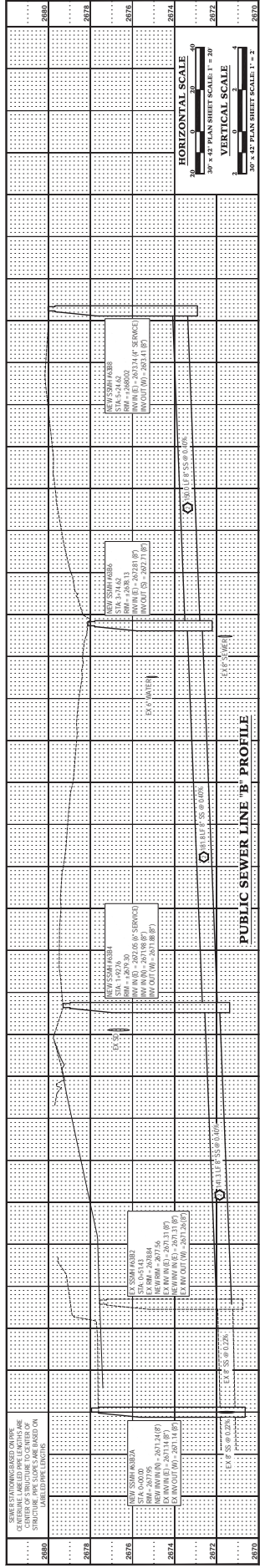
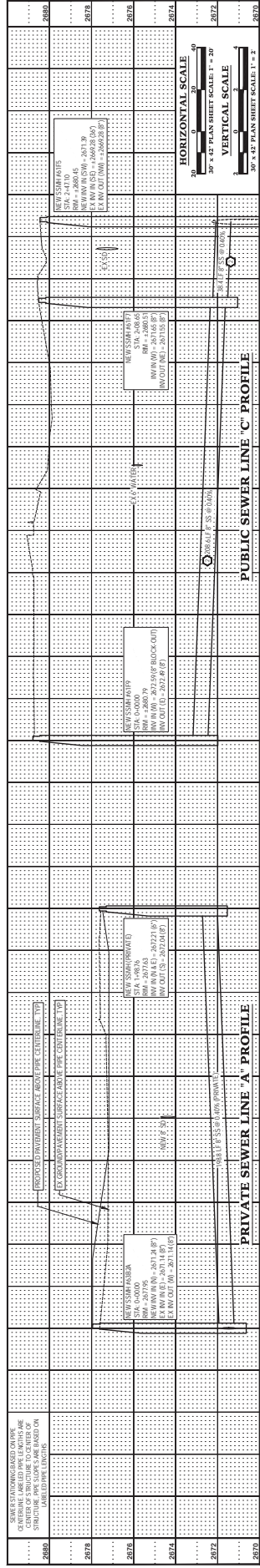
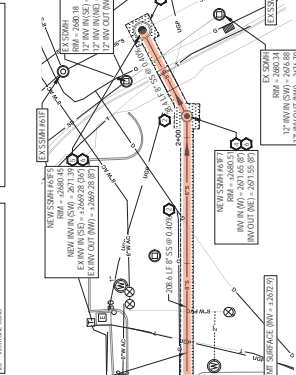
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COST ESTIMATE KEYNOTES

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W FAIRVIEW AVENUE

ET

S 25th STREET

CHINDEN/BROADWAY CONNECTOR

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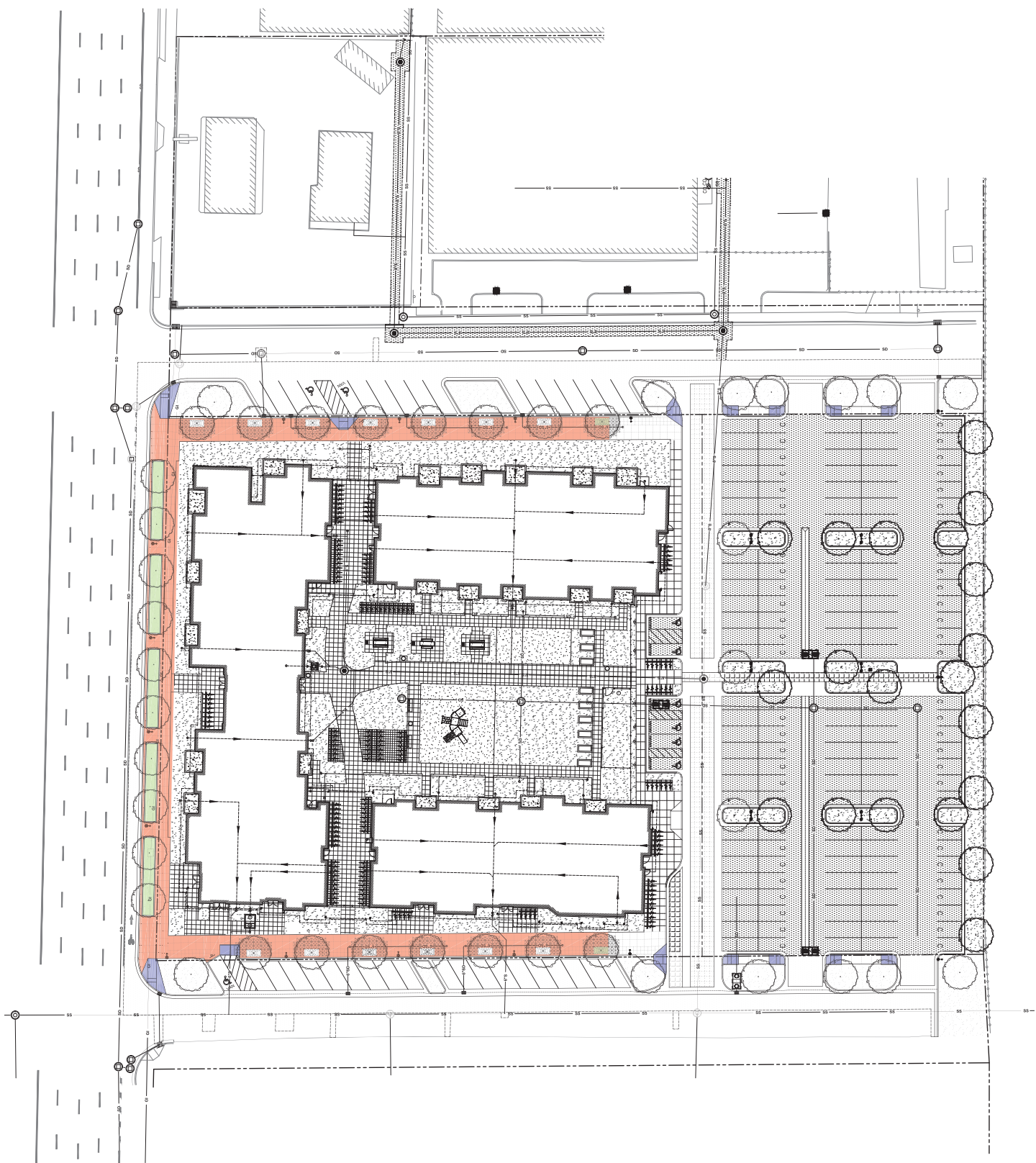


Exhibit D

Public Improvements Cost Estimate

Exh D Eligible Public Improvements Costs

Adare Manor Apartment Project - Boise, Idaho

Estimate of Public Improvement Costs

Date: July 2, 2017

ESTIMATE

Item	Description	Qty	Unit	Unit Price	Amount
Off-Site Sewer Relocation (Relocation thru Ennis/Boise Rescue Mission Properties)					
1	Exploratory Excavation	1	LS	\$4,000.00	\$4,000
2	8" Sewer Main	803	LF	\$36.00	\$28,908
3	Sewer Service Reconnection	6	EA	\$750.00	\$4,500
4	4' Dia Sewer Manhole	6	EA	\$3,000.00	\$18,000
5	5' Dia Sewer Manhole on Exist Trunk	1	EA	\$7,000.00	\$7,000
6	Manhole Collars	7	EA	\$350.00	\$2,450
7	Surface Demo & Repair	4865	SF	\$4.00	\$19,460
8	Traffic Control Allowance	1	LS	\$5,000.00	
9	Utility Conflict/Relocation Allowance	1	LS	\$10,000.00	\$10,000
10	Materials Testing Allowance	1	LS		
11	Surveying	1	LS		
Subtotal					\$94,318
Overhead Power Relocation Underground (Underground Distribution Lines Only - 24th St.)					
12	Relocate Distribution Lines Underground	1	LS	\$239,507.00	\$239,507
13	Unusual Conditions Allowance	1	LS	\$38,895.00	\$38,895
Subtotal					\$278,402
Public Street Improvements (Off-Site Work)					
14	Demo Asphalt	22434	SF	\$0.20	\$4,487
15	Demo Concrete	3013	SF	\$0.35	\$1,055
16	12" Storm Drain	83	LF	\$35.00	\$2,905
17	Storm Drain Manhole	1	EA	\$2,850.00	\$2,850
18	Catch Basin	5	EA	\$1,250.00	\$6,250
19	Silva Cells	0	LS	-	-
20	Sidewalk	2063	LF	\$4.00	\$8,252
21	Stamped Colored Concrete	867	SF	\$15.00	\$13,005
22	Curb and Gutter	1500	LF	\$20.00	\$30,000
23	Vertical Curb	20	LF	\$20.00	\$400
24	4' Valley Gutter	1800	SF	\$22.00	\$39,600
25	Pedestrian Ramps	4	EA	\$750.00	\$3,000
26	Traffic Rated Concrete	420	SF	\$8.00	\$3,360
27	3'-0"x8" Planter Walls	42	CY	\$450.00	\$18,900
28	Planter Walls Sack Finish	97	VSF	\$35.00	\$3,395
29	10" Pit Run	716	CY	\$16.00	\$11,459
30	4" Road Mix	286	CY	\$24.00	\$6,876
31	3" AC Paving	17850	CY	\$1.40	\$24,990
32	Pavement Striping and Signage	1	SF	\$3,000.00	\$3,000
33	Landscaping - Landscape Planters	8000	LS	\$3.75	\$30,000
34	Landscaping - Boulders	16	SF	\$300.00	\$4,800
35	Landscaping - Street Trees	26	EA	\$275.00	\$7,150
36	Street Lights	13	EA	\$5,000.00	\$65,000
37	Other Dry Utility Allowance	1	EA	\$25,000.00	\$25,000
38	Traffic Control Allowance	1	LS		
39	Materials Testing Allowance	1	LS	\$4,000.00	\$4,000
40	Surveying	1	LS		
Subtotal					\$319,734
Public Sidewalk/Street Trees, Access Driveway (On-Site Work For Public Use)					
41	Sidewalk	8239	SF	\$4.00	\$32,956
42	Suspended Sidewalk/Silva Cell Allowance	5760	CF	\$18.00	\$103,680
43	Street Trees w/ Irrigation	15	EA	\$450.00	\$6,750
44	Tree Grates Allowance	15	EA	\$2,600.00	\$39,000
45	Furnishings (bench/trash) Allowance	1	LS	\$10,000.00	\$10,000
46	Public Access Driveway (stamped colored conc. & base)	5769	SF		
47	Public Access Driveway (vertical/ribbon curbing)	548	LF		
Subtotal					\$192,386
Contingency (excluding Idaho Power work)				8%	\$58,475
Total					\$943,315

Exhibit E

Participation Program Scorecard

CCDC PARTICIPATION PROGRAM SCORECARD

PROJECT NAME: Adare Manor

BASED ON PLANS DATED: 07.7.2017

Improve Conditions - Promote Development - Grow Economy

- 1 Activate Dormant/Disinvested Sites (1 Only)
- 2 Reuse of Targeted Sites (1 Only)
- 3 Environmental Remediation (1 Only)
- 4 Utility Infrastructure
- 5 Connectivity
- 6 Compact Development (1 Only)
- 7 Parking Placement & Design (1 Only)
- 8 Targeted Uses (1 Only)
- 9 Walkability
- 10 Sustainable Building (1 Only)

SCORING

Tier 1:140+ points

Tier 2:120-139 points

Tier 3:100-119 points

CCDC
Approved
Score**1 Activate Dormant/Disinvested Sites (1 Only)**

- a reuse of existing building
- b conversion of surface parking
- c replace dormant building
- d reuse of vacant land

20

18

16

10

18**2 Reuse of Targeted Sites (1 Only)**

- a reuse of historic register building
- b reuse of automotive site
- c reuse of dry cleaner site

20

15

15

3 Environmental Remediation (1 Only)

- a >\$100,001 costs
- b \$50,001-\$100,000 costs
- c \$10,000-\$50,000 costs

20

16

12

4 Utility Infrastructure (all that apply)

- a replace or expand geothermal
- b stormwater mitigation
- c replace or expand fiber
- d replace or expand power
- e replace or expand sewer
- f replace or expand water

15

15

15

15

15

15

15**15****15****5 Connectivity (all that apply)**

- a add a street
- b add a ground level plaza
- c add an alley
- d add a pathway
- e add or substantially improve a sidewalk

20

19

17

15

10

17**15****10****6 Compact Development (1 Only)**

a	4.0 to 5.0+ FAR	10	
b	3.0 to 3.9 FAR	9	
c	2.0 to 2.9 FAR	8	
d	1.0 to 1.9 FAR	7	7
e	0.5 to 0.9 FAR	6	
7	Parking Placement & Design (1 Only)		
a	structured parking below grade	20	
b	structured parking above grade	18	
c	no surface parking	15	
d	parking location is to rear or interior of building	10	
e	parking is screened by wall, fence, sunken	8	
8	Targeted Uses (1 Only)		
a	workforce housing	10	
b	technology	10	
c	corporate HQ	10	
d	education	10	
e	artisan	10	
f	light manufacturing/assembly	10	
9	Walkability (all that apply)		
a	=/> 70% of sidewalk/setback is abutted by ground floor building face	20	
b	=/> 60% ground floor glazing on street frontages (30% res)	18	
c	=/> 12' ground floor height	15	15
d	main entry is prominent, ground floor, and faces street/not parking	15	15
e	=/> 75% ground floor frontage has functional awnings (30% res)	10	
f	public art element	5	
10	Sustainable Building (1 Only)		
a	living building cert	10	
b	LEED platinum	8	
c	LEED gold	7	
d	LEED silver	6	
e	connect to/use geothermal system	5	
f	green globes cert	4	
g	energy star cert	4	
TOTAL: 142			



AGENDA BILL

Agenda Subject: Public Meeting to consider raising parking rates effective February 1, 2018.		Date: November 13, 2017
Staff Contact: Max Clark, Parking & Mobility Director	Attachments: -Resolution 1516 authorizing parking rate changes -Public Notice Rate Sheet for Letter & Garage Posting -Parking Stakeholder Letter -Published Public Notice -Written Comments Received by 11/9/17	
Action Requested: Approve Resolution 1516 adjusting parking rates effective February 1, 2018.		

Background:

Hourly and Hotel parking rates have not been adjusted in nearly a decade with the last adjustment made in 2008. Because of the recession following 2008, no rate changes have been made. Monthly rates were changed in January 2016, which resulted in no overall customer loss or change in garage parking preferences. In fact demand for CCDC's parking is higher than ever before. The Hourly and Hotel rate changes currently proposed are primarily catch-up and are approximately the same as the inflation rate. Additionally, rate adjustments are geared toward encouraging customers to re-evaluate their commute mode and/or parking location, and to help encourage mobility alternatives to the single occupied vehicle.

One of the byproducts of the many CCDC Participation Program projects in the last four years, resulting in more downtown residents, visitors, and office users, has been a strong increase in demand for our Monthly Parking passes. This situation was confirmed in the Agency's supply/demand forecasts developed as part of the Downtown Parking Strategic Plan development and adoption in 2016.

Our Strategic Plan notes these six access/mobility priorities. The contemplated rate changes primarily address items 2-4:

1. Review program organization, management and technology.
2. Maximize utilization of existing parking resources.
3. Increase utilization of alternative forms of transportation.
4. Implement demand based parking pricing strategies.
5. Review parking development and regulations.
6. Create additional parking.

At its October meeting, the Board of Commissioners were provided an overview of the 2017 ParkBOI Garage Customer Survey that was conducted in August 2017. The full report is available online at www.ccdcboise.com. The four recommendations (page 3) are:

1. Keep the 1st hour free and increase rate for subsequent hours.
2. Increase long-term rates by 30% to 50% but work to improve customer satisfaction.
3. Improve communication with our customers. Establish ongoing contact with Monthly, Waitlist, and Full-day parkers to improve operations and explore new products to fit demand.
4. Work with employers to improve service, rate options, and product options.

Staff recommends that the rate increases coincide with the opening of new 839 space **11th & Front Garage**, which CCDC will operate as part of the ParkBOI system and in which the agency will own 250 of the spaces. The opening is currently planned for Feb. 1, 2018. Those new public parking spaces will provide a more economical Monthly pass option than any currently offered in our ParkBOI system. It should also be noted that with the opening of 11th & Front we will contact all those names on the wait lists, thereby depleting the lists for all garages and start over after February 1st.

The Agency's thorough public outreach process regarding the proposed rate adjustment consisted of:

- Emailing a letter and rate change notice to permit holders and downtown stakeholders (developers, businesses, etc.)
- Posting rate change notices in all elevators and stairwells in our six parking garages.
- Posting a notice on Agency websites
- Placing a legal notice in the Statesman on October 13, 2017

Fiscal Notes:

Hourly rates have not been adjusted in 9 years. The proposed adjustment to \$3.00 per hour is equivalent to a 1.6% per year change in the hourly rate. In a similar fashion, in 2016 the Board adjusted the Monthly rates and directed staff to move forward with this two-step adjustment to the Monthly rates. This is the second adjustment to Monthly rates which will bring Monthly rates current with the market and respond to supply/demand for this type of parking.

Though the increase in costs related to building new parking structures and maintaining and operating the existing garages have been substantial, this rate adjustment and the introduction of a new \$100 Monthly pass in the 11th & Front garage are compatible. Even with additional expenses, the sustainability of the parking operation will be improved, and additional mobility options could be partially funded from this enhanced revenue. There is elasticity in parking such that pricing changes affects consumer demand and parking volume. CCDC will assess this throughout the remainder of FY18 and include updated revenue numbers based on actual results as budget preparations commence for the FY2019. The forecasted \$1.5m to \$2m in gross revenue will help support CCDC's 2018 budget includes \$2.3 million for parking and mobility improvements including Park & Ride/Shuttle services; the implementation of a carpool preference program; and the addition of two new downtown parking garage facilities for additional parking. Additionally, CCDC has committed \$1.1 million from parking to preliminary engineering for the circulator in FY2018/19. The Downtown Parking Mobility Study identified over \$100 million of improvements and most recently the City of Boise adopted a Transportation Action Plan which emphasizes modern, well-balanced transportation choices. Some of these improvements could be funded in part from revenues raised from this rate adjustment. There will be additional costs of operations of new facilities and customized rate structures as well as to for public education of new mobility services.

Staff Recommendation:

Approve the rate adjustments as proposed.

Suggested Motion:

I move the adoption of Resolution No. 1516 authorizing the parking rate increases as proposed in the eight public parking garages managed by the CCDC commencing on February 1, 2018

RESOLUTION NO. 1516

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AUTHORIZING THE MODIFICATION OF THE BOISE CENTRAL DISTRICT PARKING MANAGEMENT PLAN BY APPROVING A PROPOSED RATE ADJUSTMENT FOR THE BOISE CENTRAL DISTRICT PARKING SYSTEM AND RIVER-MYRTLE DISTRICT PARKING SYSTEM; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE PROPOSED RATE ADJUSTMENT AND MODIFICATION TO THE PLANS; AND PROVIDING FOR ANY NECESSARY TECHNICAL CHANGES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”) and following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

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

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

WHEREAS, the Central District Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30th Street Plan are collectively referred to as the “Downtown Urban Renewal Plans”; and,

WHEREAS, the Boise Central District Project Area Parking Management Plan governs the parking policies and procedures for parking facilities that are in or serve the “Project Area” defined in the Central District Plan, and references throughout the Boise Central District Project Area Parking Management Plan to the “Project Area” shall be deemed to include the project area as defined in the Central District Plan with the inclusion of the 10th & Front Garage, which is now part of the Westside Urban Renewal Project Area, and the 9th & Front Garage, a portion of which is within the River Myrtle-Old Boise Plan; and,

WHEREAS, pursuant to Resolution No. 965 adopted by the Agency Board on February 9, 2004, the Agency adopted the Amended and Restated Public Parking Management Plan for the Boise Central District Urban Renewal Project Area (the “Parking Management Plan”) and pursuant to Resolution No. 1003 adopted by the Agency Board on September 13, 2004, approved an amendment addressing cinema validation; and,

WHEREAS, the Parking Management Plan provides for modifications of the parking rates set forth therein; and,

WHEREAS, the Parking Management Plan provides for the Agency to establish rates for parking within the facilities owned, operated, and managed by the Agency; and,

WHEREAS, Agency staff and Agency’s parking consultants have studied the modification of certain monthly parking rates; and,

WHEREAS, the rates under review include those for monthly parking; and,

WHEREAS, the rate restructuring plan proposes to raise monthly parking rates, to be effective as of February 1, 2018; and,

WHEREAS, at its meeting of October 9, 2017, the Agency Board received a report concerning the proposed rate changes and instructed Agency staff to prepare the necessary information and publications in order to receive public comment at its November 13, 2017, meeting; and,

WHEREAS, the Parking Management Plan provides for certain notice, comment, and public input concerning any proposed parking rate changes; and,

WHEREAS, under several development agreements pursuant to the Central District Plan and the River Myrtle-Old Boise Plan, certain developers or owners of certain real property have the right to receive notice of any rate changes; and,

WHEREAS, on October 13, 2017, Agency staff cause to be published in the *Idaho Statesman* newspaper a public notice of Proposed Parking Rate Adjustments advising the public of the meeting scheduled for November 13, 2017, to consider the rate adjustments; and,

WHEREAS, Agency staff has provided specific written notice of the Proposed Parking Rate Adjustments to those persons or entities entitled to such notice; and,

WHEREAS, the Agency Board considered the information and comments received at its November 13, 2017, meeting; and,

WHEREAS, the Agency Board finds it necessary to modify the parking rates applicable to the parking system owned by the Agency and operated for the benefit of the Agency; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to adopt the modifications to the Parking Management Plan occasioned by the proposed parking rate adjustment and adopt the parking rate adjustments.

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 modifications to the Parking Management Plan as set forth in the public notice of Proposed Parking Rate Adjustments, attached hereto as Exhibit A and incorporated herein by reference, along with any modifications to Exhibit A as a result of the public comment received at the November 13, 2017, Agency Board meeting are hereby approved and adopted.

Section 3: That the Executive Director is hereby authorized, permitted, and directed to distribute the modified parking rate schedule (the "Rate Schedule") and to provide sufficient copies to any interested party; and further, that the Executive Director is authorized, permitted, and directed to make any technical changes to the Rate Schedule so long as such changes are in keeping with the information considered and the public comment received at the November 13, 2017, Agency Board meeting.

Section 4: That the Rate Schedule shall be effective as of February 1, 2018, unless any existing parking agreement with the Agency or its parking operator mandates a later effective date.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on November 13, 2017.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board
of Commissioners on November 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST

By: _____
Ryan Woodings, Secretary

PUBLIC NOTICE

Proposed Parking Rate Adjustments

The Capital City Development Corporation (CCDC) Board of Directors will consider rate adjustments for the ParkBOI Public Parking Garage System at its public meeting on November 13, 2017. The meeting will be held at 12:00 p.m. in CCDC Board Room located at 121 N. 9th St., 5th Floor, Boise, Idaho. The rates under review include those for short-term (hourly) parking, monthly parking, parking validation, and rates related to these. Unless otherwise noted by special agreement, these rates are intended to be in effect for one year absent extenuating circumstances.

If you would like to comment on the proposed changes, you may attend the November 13, 2017 meeting or you may write, fax, or email your comments to the addresses below. Please submit your written comments by 10:00 a.m. that day so that they may be included in the Director's meeting packet.

Capital City Development Corporation
Attn: John Brunelle, Executive Director
121 N. 9th St., Suite 501
Boise, Idaho 83702

Fax: (208) 384-4267
Email: info@ccdcboise.com

Web: <http://www.ccdcboise.com/parking/proposed-parking-rates/>

Proposed Rate Adjustments

Category	Current Rate	Proposed Rate
First Hour	FREE	FREE
Hourly Rate (daily max.)	\$2.50/hr. (\$12)	\$3/hr. (\$15)
Capitol & Main Monthly	\$135	\$175
Capitol & Main Reserved	\$170	\$220
9 th & Main Monthly	\$135	\$175
9 th & Front Monthly	\$120	\$140
9 th & Front Reserved	\$155	\$190
10 th & Front Monthly	\$120	\$140
10 th & Front Reserved	\$120	\$155
Capitol & Myrtle Monthly	\$120	\$140
Capitol & Myrtle Reserved	\$120	\$155
Capitol & Front Monthly	\$120	\$140
Capitol & Front Reserved	\$155	\$190
Capitol & Front Tandem	\$80	\$100
5 th & Broad Monthly	NA	\$175
5 th & Broad Weekday/Day	NA	\$160
5 th & Broad Night/Weekend	NA	\$125
11 th & Front Monthly	NA	\$100
Office Validation	\$250 (100/book)	\$300 (100/book)
All Day Validation	\$12 each	\$15 each
BUS/Val Combo Monthly	\$37.97 each	\$48 each
Night Plan Monthly	\$43	\$50
Hotel Self Park Daily	\$5.70	\$10
Hotel Valet	\$2.85 (per card use)	\$10 (per card use)

This public meeting will be 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.



October 13, 2017

Subject: Proposed Parking Rate Increases

Dear Downtown Public Parking Stakeholder,

The demand for parking in downtown Boise has grown and will continue to grow as more people come downtown to work and visit. Hourly rates were last updated in 2008. The demand for monthly passes is best demonstrated by a Wait List with over 500 names.

On Monday, November 13, 2017, the Capital City Development Corporation (CCDC) Board of Commissioners will consider increasing hourly, monthly and other parking rates in its eight downtown public parking garages:

- | | |
|-----------------------------|--|
| 1. Capitol & Main | formerly Capitol Terrace Garage |
| 2. Capitol & Front | under the Grove Hotel |
| 3. Capitol & Myrtle | adjacent to the Hampton Inn & Suites in BoDo |
| 4. 9 th & Main | formerly the Eastman Garage |
| 5. 9 th & Front | adjacent to the Aspen condominiums |
| 6. 10 th & Front | adjacent to Hotel 43 |
| 7. 5 th & Broad | adjacent to The Fowler Apartments |
| 8. 11 th & Front | adjacent to the Hilton Garden Inn |

If approved, the new rates will take effect February 1, 2018.

More details on parking options and rates can be found at
<http://www.ccdcboise.com/parking/proposed-parking-rates/>.

The new revenue generated in 2018 rates will help fund improvements to existing CCDC parking facilities, Park & Ride/Shuttle services, a carpool preference program and additional downtown public parking spaces.

On a larger scale and over a longer time a CCDC-commissioned Downtown Parking Mobility Study identified \$100 million of potential improvements. The City of Boise recently adopted a Transportation Action Plan emphasizing modern, well-balanced transportation choices. Many of these improvements to the parking and mobility system are dependent on revenues raised from this rate increase.

The CCDC Board of Commissioners will consider the increased rates at its regular monthly meeting, noon, Monday, November 13, 2017. CCDC is located at 121 N. 9th St., Suite 501. Public comment is welcome at the meeting or in writing if received by 10:00 AM that morning. Send email correspondence to info@ccdcboise.com.

Sincerely,

Max Clark
Parking & Facilities Director

PUBLIC NOTICE

Proposed Parking Rate Adjustments ParkBOI Public Garage Parking System

As the urban renewal agency for the city of Boise, Idaho, Capital City Development Corporation ("CCDC") promotes revitalization and economic growth in Boise's urban renewal districts. As the owner of the ParkBOI Public Garage Parking System, CCDC provides valuable infrastructure essential to the development of both commercial and residential projects.

To continue to provide this critical component of Boise's downtown core, CCDC is proposing to increase the parking rates. These proposed rate adjustments will be used to provide needed structural maintenance, system-wide improvements, and to fund future parking and parking alternatives.

The CCDC Board of Commissioners will consider these rate increases at its monthly meeting on November 13, 2017. The meeting will begin at 12:00 p.m. in the CCDC Board Room located at 121 N. 9th St., 5th Floor, Boise, Idaho. Public comment is welcomed at this meeting, or in writing if received by 10:00 a.m. before the meeting. Please address any email correspondence to info@ccdcb Boise.com.

Information on a recent Parking Customer Survey, the proposed rate adjustments, and information on parking options are available at <http://www.ccdcb Boise.com/parking/proposed-parking-rates/>.

PUBLISHED: October 13, 2017

AGENDA BILL



Agenda Subject: 11 th and Front Garage 2 nd Amendment to the Purchase and Sale Agreement		Date: 11/13/2017
Adopt Resolution No. 1515, Approval of 2 nd Amendment to the Purchase and Sale Agreement with BVGC Parcel B, LLC.		
Staff Contact: Shellan Rodriguez	Attachments: Resolution No. 1515	
Action Requested: Adopt Resolution No. 1515 approving and authorizing the execution of the Second Amendment to the Purchase and Sale Agreement for the garage condo unit at 11 th and Front.		

Background:

Pioneer Crossing is a 5-acre site located between 11th and 13th Streets and Front Street and Myrtle Streets, and was previously known as Parcel B. In early 2016 Gardner Co., purchased the site from the Greater Boise Auditorium District with the intent to develop a mixed use project. The development includes four quadrants and, including the parking garage, is estimated to be about a \$55 million investment. The Northeast quadrant near the corner of Front & 11th Street includes a parking garage and 12,000 safe office space, the Southeast quadrant near the corner of Myrtle and 11th Street is being developed for a Panera Bread Café, the Southwest quadrant, near Myrtle & 13th Street a 100,000 safe stand-alone office building is proposed, and the Northwest quadrant, near the corner of Front & 13th Street will be a 132 room Hilton Garden Inn with 8,000 s.f. of meeting and dining space.

The development was designated by the CCDC Board in June 2016 as a Type 3 Transformative project. The project participation is configured with two primary components:

- 1) Reimbursement of approximately \$4.2 million in public street improvements, streetscapes, and public infrastructure/utility improvements which will be paid for using tax increment the project generates over time.
- 2) A Purchase and Sale Agreement (PSA) for a total of \$5,400,000 for 250 parking spaces in the new parking structure. Within the sales price \$400,000 was allocated at the direction of CCDC Board for the purpose of purchasing two levels of air rights above the planned four story parking structure in the hope that additional parking would occur. The amendment to the PSA decreases the \$400,000 amount by 50% to account for the Developer adding an additional level of parking, thus decreasing CCDC's air rights from two levels to one level.

In the summer of 2017, after construction of the 11th and Front Garage was well underway the developer discussed building additional levels of parking with CCDC. CCDC was not interested in purchasing another level of parking. The Developer determined they wanted to build an additional level of the garage, essentially increasing the total parking from approximately 650 spaces to 829 spaces. Gardner Company determined the investment would better address the parking need of their future tenants at Pioneer Crossing as well as for public parking. Additionally, the cost of adding additional levels while their team was already mobilized was less costly than renovating at a later or undetermined date. The additional level of parking was approved by the City of Boise Design Review on August 9, 2017.

The adjustments in price due to equipment and sealant were negotiated changes made after the execution of the PSA and are further described below.

Fiscal Notes:

New Public Parking Garage Purchase Price: \$5,246,630

\$ 5,400,000	Initial Sales Price
\$ (200,000)	Reduction to CCDC for air 50% rights
\$ 5,200,000	New Purchase Price
\$ 5,529	CCDC Requested Equipment Revision
\$ 41,102	CCDCs portion of additional concrete sealant
\$ 5,246,631	Final Purchase Price

The garage purchase amount is \$153,369 less than what is was planned in the FY 2018 Budget and included in the recent bond sale.

Staff Recommendation:

Adopt Resolution #1515.

Suggested Motion:

I move to Adopt Resolution #1515 authorizing the execution of the Second Amendment to the Purchase and Sale Agreement for the garage condo unit at 11th and Front.

RESOLUTION NO. 1515

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND BVGC PARCEL B, LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR THE ACQUISITION OF A CONDOMINIUM UNIT IN A TO BE CONSTRUCTED CONDOMINIUM PROJECT, SUCH UNIT TO BE A PUBLIC PARKING GARAGE; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City 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, pursuant to Resolution No. 1455 passed by the Agency on July 18, 2016, the Agency authorized the execution of the Purchase and Sale Agreement whereby the Agency shall purchase a condominium unit containing two hundred and fifty parking spaces in a condominium project, which includes a six hundred and fifty space parking garage, being constructed by BVGC, Parcel B LLC, which was subsequently amended by resolution approved by the Agency on May 8, 2017;

WHEREAS, the Agency deems it appropriate to amend the Purchase and Sale Agreement to reflect a change in the size of the parking garage to include approximately 828 parking spaces;

WHEREAS, Agency and BVGC, Parcel B LLC have prepared and negotiated the Second Amendment to the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein as if set forth in full (the "Amendment");

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

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to finalize the exhibits to the Amendment, sign and enter into the Amendment, and to execute all necessary documents required to implement the actions contemplated by the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Amendment or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Amendment and the comments and discussions received at the November 13, 2017, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Amendment and to perform any and all other duties required pursuant to said Amendment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2017.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the
Board of Commissioners, on November 13, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

4815-6409-8356, v. 1

SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT
Parcel B Project – CCDC Garage Unit
1101 W. Front Street, Boise, Idaho 83702

This Second Amendment to the Purchase and Sale Agreement (this “**Agreement**”) is made effective as of the last execution date set forth below (the “**Effective Date**”) by and between CAPITAL CITY DEVELOPMENT CORPORATION (the “**Buyer**”) and BVGC PARCEL B, LLC, an Idaho limited liability company or its assignee (collectively, the “**Seller**”), collectively the “**Parties**”.

RECITALS

A. Seller and Buyer have entered into a Purchase and Sale Agreement with an effective date of August 19, 2016 (the “**Agreement**”);

B. Seller and Buyer amended the Agreement by the First Amendment to the Purchase and Sale Agreement, effective May 31, 2017 (the “**First Amendment**”), which amendment was undertaken to address and incorporate certain provisions regarding the Parties’ Parking Management Agreement, as defined therein.

C. Seller and Buyer hereby desire to further amend the Agreement, as modified by the First Amendment to reflect Seller’s decision to construct an additional floor of the Garage, which Seller will own; to reflect changes in the parking equipment; to reflect certain design and construction changes; to modify the Purchase Price; and to modify the Agreement to further reflect the Parties’ agreed upon modification.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Conceptual Refinement.** The Parties have cooperated in Seller’s determination to build a fifth floor on the Garage at its expense. As such, the Parties acknowledge that the CCDC Air Rights as defined in the Agreement now reflect the right to construct one additional floor in the future. The Parties further acknowledge that Buyer is purchasing 250 parking stalls in the Garage and that Seller is retaining approximately 578 parking stalls in the Garage, for a total of approximately 828 parking stalls in the Garage. For purposes of the Condominium Documents and the Parking Management Agreement, the Parties agree that as between them, their allocated responsibility for the parking elements of the Garage will be 69.90% for the Seller’s units and 30.10% for the Buyer’s units. This reflects an adjustment between the allocation of the Parties respective interest to reflect the fact that presently all of the accessible stalls, which are slightly larger, are located within units that will be retained by Seller and the Parties’ desire that the calculations in all agreements between them regarding the Garage, including but not limited to the condominium declaration and their parking management agreement be consistent.

2. **Amendment to Section 2 of the Agreement.** Section 2 of the Agreement is modified by hereafter deleting the section and replacing it as follows:

2. Purchase Price. The purchase price for the CCDC Garage Unit shall be the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000.00) reflecting an adjustment for the Seller's construction of an additional floor and a reduction in Buyer's cost for future proofing the garage, plus Five Thousand Five Hundred Twenty Nine Dollars (\$5,529.00) for the additional marginal cost of the Amano equipment, plus Forty One Thousand One Hundred Two Dollars (\$41,102.00) for Buyer's proportionate share of the cost of sealing the concrete, for a total purchase price of Five Million Two Hundred Forty Six Thousand Six Hundred Thirty One Dollars (the "**Purchase Price**") subject to additional adjustment as set forth below. Buyer agrees to pay the Purchase Price in cash at Closing (as defined below).

3. **Amendment to Section 3.1 of the Agreement.** Section 3.1 of the Agreement is modified hereafter deleting the section regarding parking access control system equipment and replacing it as follows:

- All parking access control system equipment shall be manufactured by Amano which has been approved by Buyer, and which has been ordered by Seller. Buyer acknowledges that this equipment is different from the equipment Buyer has previously installed in the existing ParkBOI garages owned and operated by Buyer and approves and acknowledges such change.

4. **Amendment to Section 3.2 of the Agreement.** Section 3.2 of the Agreement is modified hereafter deleting the section and replacing it as follows:

3.2 Requirements for the Future Expansion of the Garage. The Garage shall be constructed to permit the future construction by Buyer of one additional floor of parking above the finished fifth level. Such additional floor shall be substantially the same size and dimensions as the parking floors within the Garage as constructed.

5. **Amendment to Section 3.2.2 of the Agreement.** Section 3.2.2 of the Agreement is modified hereafter deleting the section and replacing it as follows:

3.2.2 The Garage is intended to be built as a five level structure. However, the structure has been designed for one additional future

level of identical construction type and layout (“**Future Design Elements.**”). The Future Design Elements to accommodate one additional future level being added to the Garage includes the following:

- Increased column sizes for future increased gravity loads for one future level
- Increased footing sizes for future increased gravity loads for one future level
- Increased shear wall thickness along grids 3 and 9 for one future level
- Added (level 1-2) shear wall section along grid B and C between grids 5 and 6. **Note** – future shear walls shall stack directly on top of existing shear walls. No provisions have been made for vertical offsets in the lateral system.
- Increase boundary element sizes due to increase seismic overturning forces for one future level.
- Column and wall reinforcing terminations have been detailed for future bar extensions
- All pertinent structural design information is included in the (24) sheet drawing set dated 7/21/2016, sheets S000 – S510. Drawings A and B/S301, C/S302, 1/S401, 4/S501, 1 and 2/S503 identify the Future Design Elements

6. **Amendment to Section 3.2.3 of the Agreement.** Section 3.2.3 of the Agreement is modified hereafter deleting the section and replacing it as follows:

3.2.3 The Future Design Elements do not include:

- Future column extensions above level 5
- Future shear wall extensions above level 5
- Future boundary element sizes above level 5
- Concrete column or shear wall strengths above level 5
- Any emergency stair exit tower above level 5
- Any additional elevator stops in excess of the 5 constructed
- Any additional life safety upgrades that may be required in the future if expansion of the Garage occurs
- Any utility services above level 5 including any expansion or modification to the existing utility service for the Garage required to extend services above level 5
- Any improvements other than those depicted on the drawing set dated July 21, 2016 and July 10, 2017
- Any other element necessary for the future expansion of the Garage not specifically set forth in Section 3.2.2.

7. **Amendment to Section 3.2.4 of the Agreement.** A new Section 3.2.4 of the Agreement is hereby incorporated as follows:

3.2.4 Additional Design Elements Cost Allocation. The following additional design elements have been added to the Garage and the Parties agree that they shall be incorporated as follows:

- The decks of the Garage shall be sealed using Iso-Flex 618-100 Corrosion Reducing Sealer. The Parties agree that the cost of such sealant shall be the responsibility of the Parties in proportion to their agreed upon their allocated responsibility for the parking elements of the Garage which will be 69.90% for the Seller's units and 30.10% for the Buyer's units. The total cost of the sealant and its application is \$136,550. Buyer shall be responsible for \$41,102 and Seller shall be responsible for \$ 95,447.
- The parking access control system equipment manufactured by Amano is more expensive than the originally specified equipment. Buyer shall be responsible for the additional cost above and beyond the cost of the equipment originally specified which is \$5,529.00. The Purchase Price has been modified to reflect this change.

8. **Amendment to Section 3.3 of the Agreement.** Section 3.3 of the Agreement is modified hereafter deleting the section and replacing it as follows:

3.3 Conceptual Plans and Specifications. The Concept Plans are attached hereto as Exhibit B and generally depict the Garage, including the CCDC Garage Units, as approved by the Boise City Design Review Committee in Matter DRH16-00079 and as modified and approved by the Boise City Design Review Committee in Matter DRH17-00310.

9. **Amendment to Section 3.9 of the Agreement.** Section 3.3 of the Agreement is modified hereafter deleting the section and replacing it as follows:

3.9 Construction. Seller plans to commence construction of the Garage on or before October 31, 2016 (the "**Start Date**"), and have the Garage substantially completed on or before December 31, 2017 (the "**Completion Date**"). Buyer and Seller understand and agree that the foregoing dates are tentative and may be extended for up to one hundred eighty (180) days by Seller by written notice to Buyer. Such dates shall also be extended for delays due to Acts of God and other matters outside the control of Seller.

10. **Amendment to Exhibit B.** Exhibit B is hereby amended to augment it with the documents attached hereto as Exhibit B to reflect the approval of the expansion of the Garage as set forth Matter DRH17-00310.

DATED effective as of the last date set forth below.

CCDC:

Capital City Development Corporation,
an Idaho corporation

John Brunelle, its Executive Director
Date: _____

BVGC PARCEL B:

BVGC Parcel B, LLC
an Idaho limited liability company,
by its Operations Manager

KC Gardner company, L.C., a Utah
limited liability company

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

Exhibit B
CONCEPT PLANS
INCORPORATING MODIFICATION UNDER DRH17-00310
July 10, 2017 Plan Set





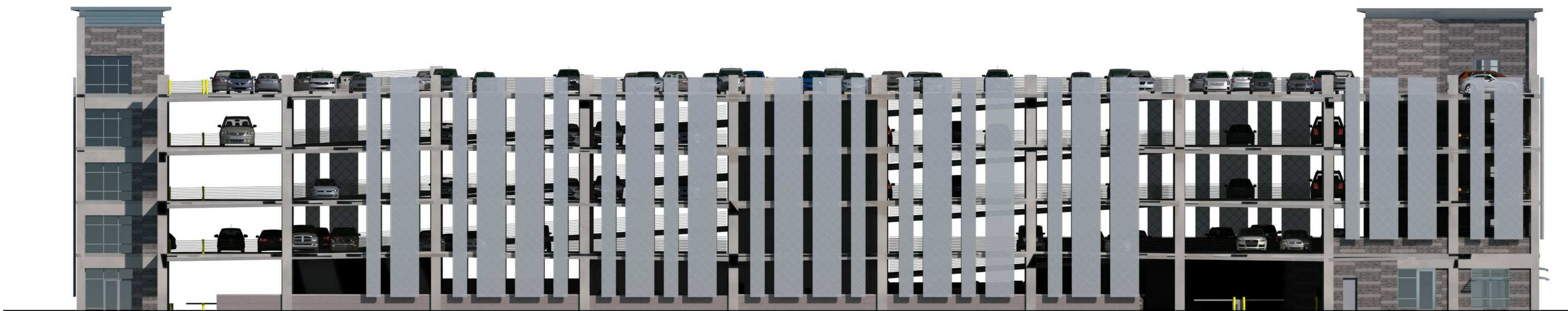
EAST ELEVATION



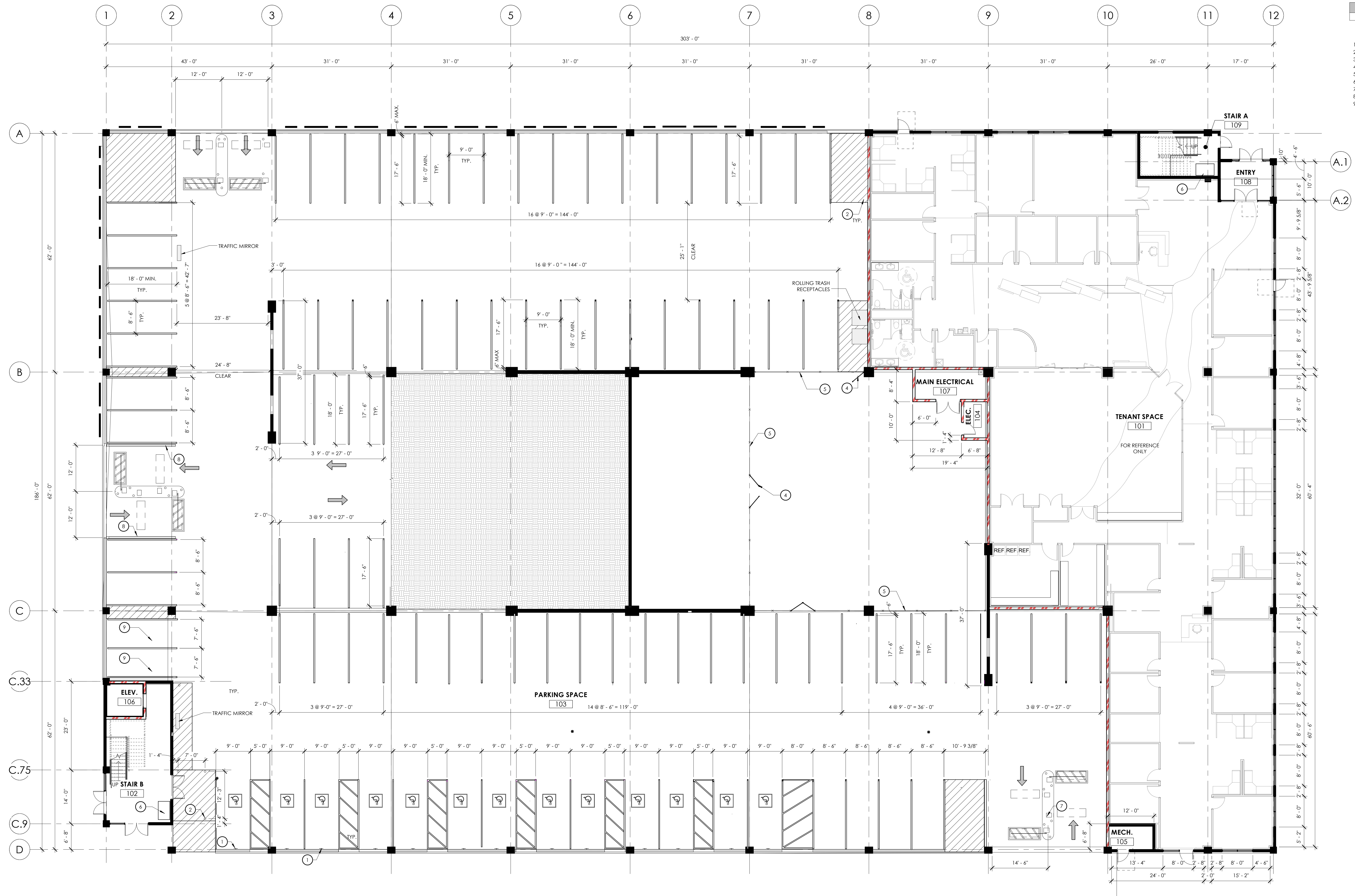
NORTH ELEVATION



WEST ELEVATION



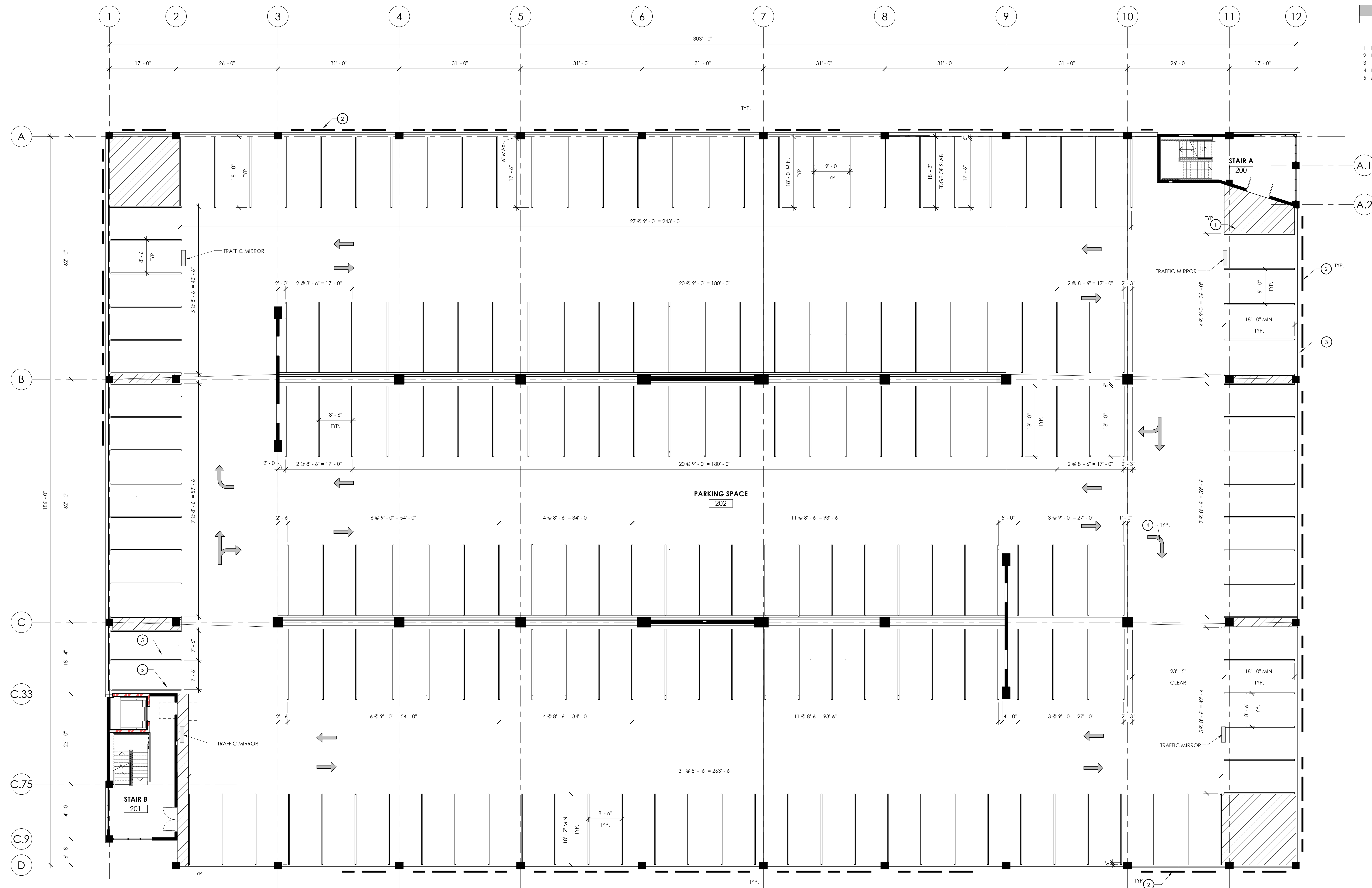
SOUTH ELEVATION



- SHEET NOTES**
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
- 1 ADA PARKING SIGN
 - 2 BOLLARDS - SEE DETAIL 2/ASA501
 - 3 PERFORATED ALUMINUM PANEL
 - 4 CHAINLINK FENCE GATE
 - 5 CHAINLINK FENCE
 - 6 PAY KIOSK
 - 7 CONC. CURB
 - 8 6" CMU CURB
 - 9 MOTORCYCLE PARKING

TOTAL PARKING SPACES = 86

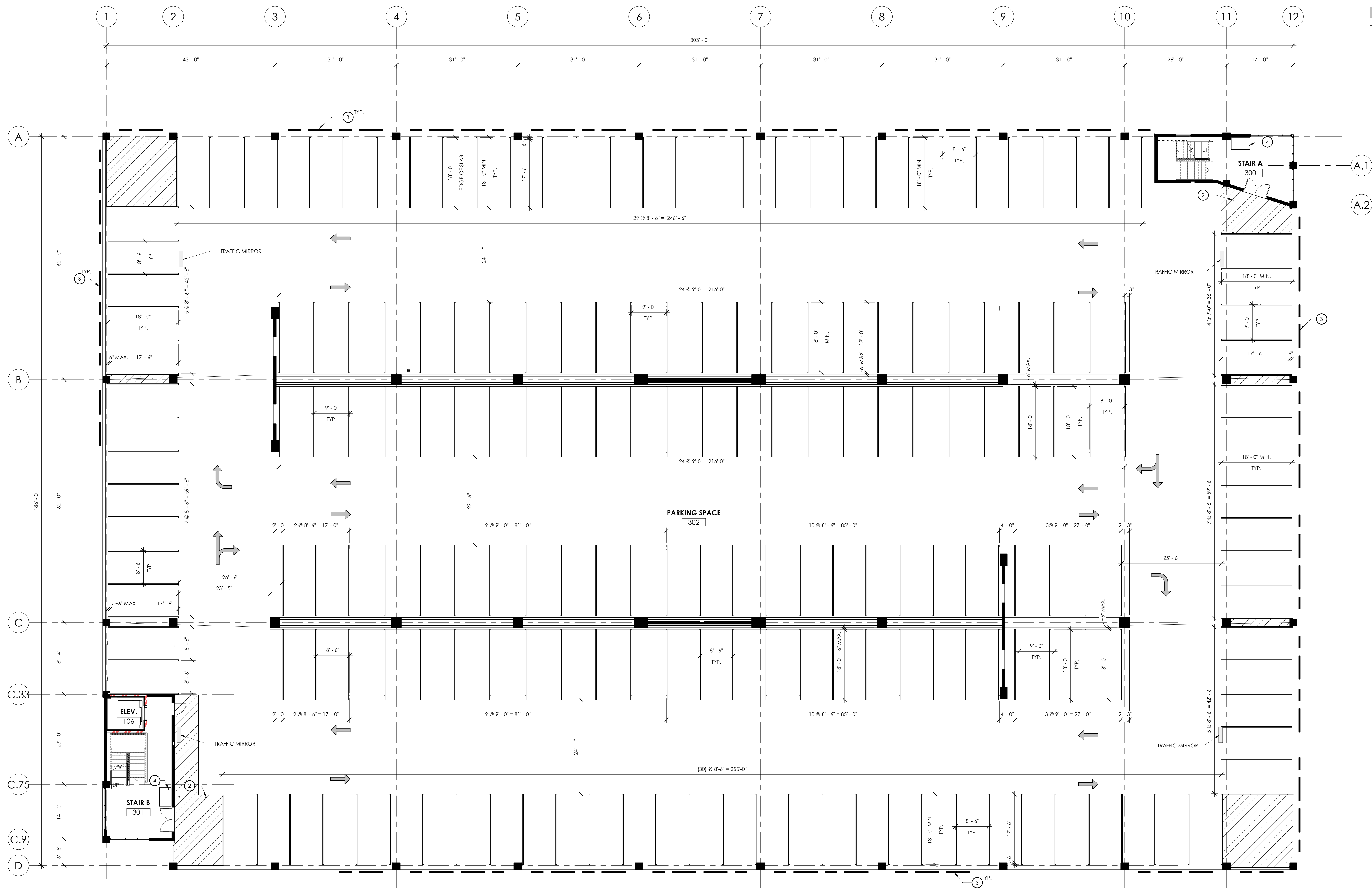
1 FLOOR PLAN LEVEL 1
3/32" = 1'-0"



- SHEET NOTES**
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
- 1 BOLLARDS - SEE DETAIL 2/ASAS01
 - 2 PERFORATED ALUMINUM PANEL
 - 3 10" CMU BLOCK
 - 4 PAINTED DIRECTIONAL SYMBOLS
 - 5 MOTORCYCLE PARKING

1 FLOOR PLAN LEVEL 2
3/32" = 1'-0"

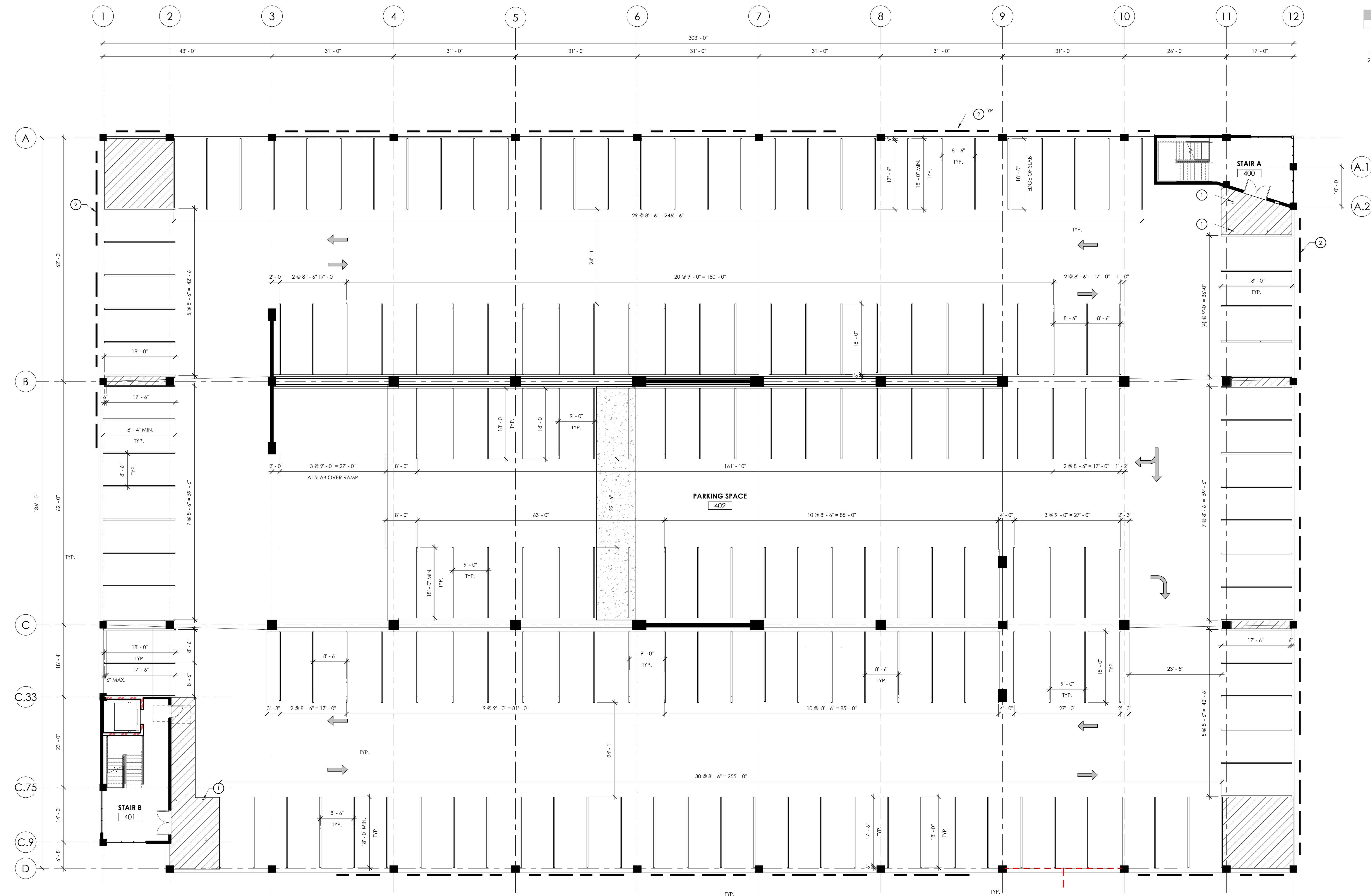
TOTAL PARKING SPACES = 182



- SHEET NOTES**
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
1. PAINTED DIRECTIONAL SYMBOLS
 2. BOLLARDS - SEE DETAIL 2/ASAS01
 3. PERFORATED ALUMINUM PANEL
 4. PAY KIOSK

TOTAL PARKING SPACES = 185

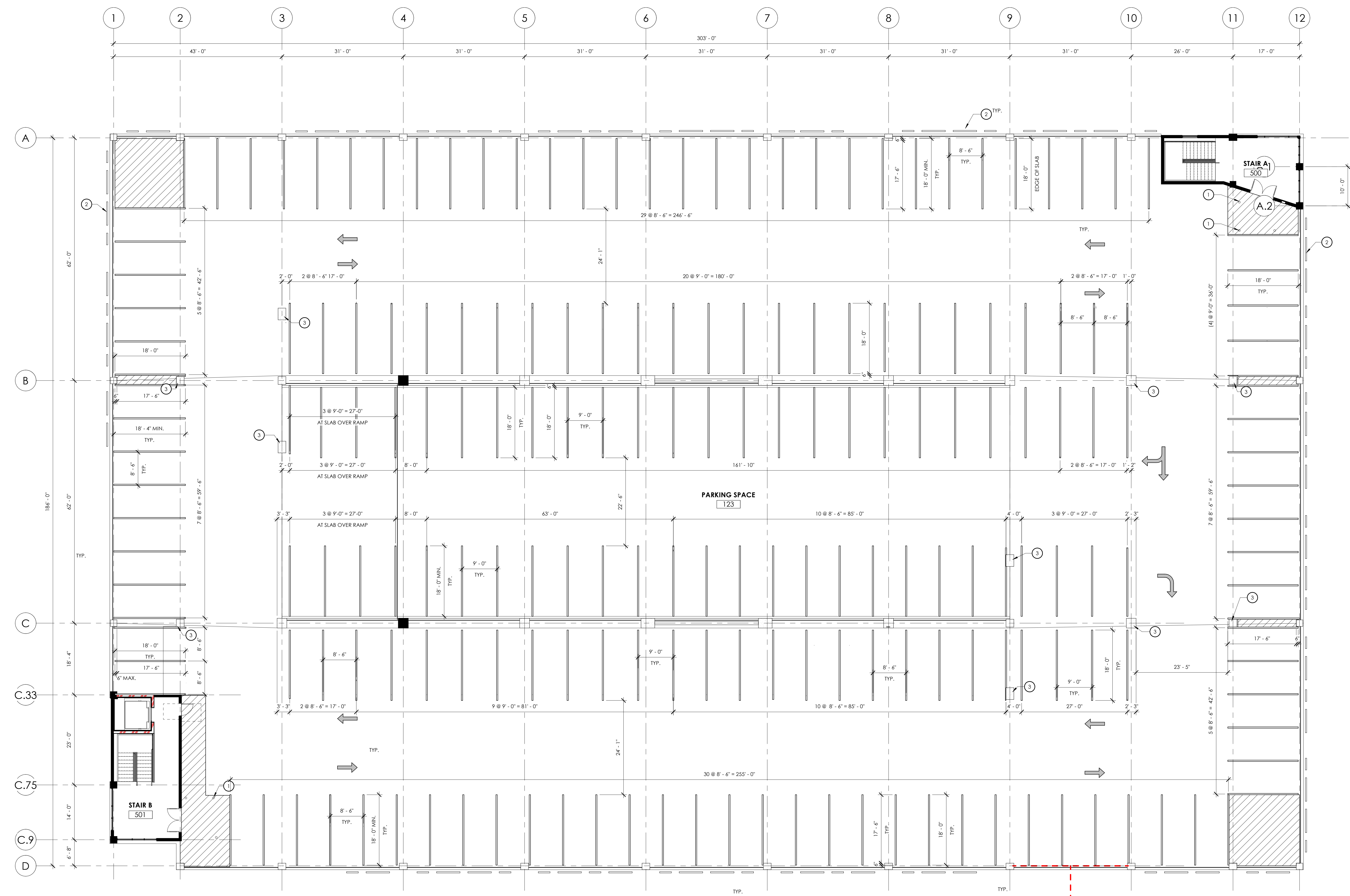
1 FLOOR PLAN LEVEL 3
3/22/17



- SHEET NOTES**
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
- 1 BOLLARDS - SEE DETAIL 2/ASAS01
 - 2 PERFORATED ALUMINUM PANEL

TOTAL PARKING SPACES = 185

1 FLOOR PLAN LEVEL 4
3/32" = 1'-0"



- SHEET NOTES**
NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.
- 1 BOLLARDS - SEE DETAIL 2/ASAS01
 - 2 PERFORATED ALUMINUM PANEL
 - 3 PAINT TOP 12" OF COLUMN TRAFFIC YELLOW.

TOTAL PARKING SPACES = 191

1 FLOOR PLAN LEVEL 5
3/32" = 1'-0"



C

C

D

C

FRIDAY UPDATE

November 10, 2017

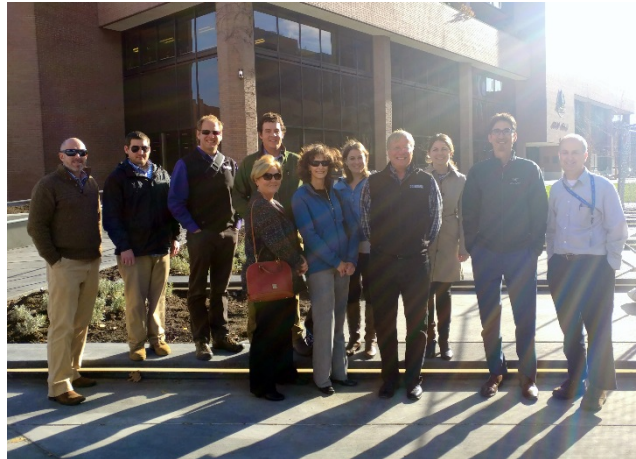
TO: John Hale, Chairman, CCDC Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – November 2017

Boots On the Ground

One of the best aspects of working at the Agency is the opportunity collaborate with our partner agencies and private developers. Although much of the process is handled in an office setting, we also get the chance to join others, including CCDC project managers, in the field to review the actual work in progress. Tours of our completed or nearly completed Participation Program projects help staff gain a more detailed understanding of the ongoing work, meet contractors and others involved, and expand our overall view of our districts by exploring details up close and personal. One recent example was this October 31 tour of the City Hall Plaza project, of which CCDC is a main financial supporter, to preview downtown's next placemaking effort.



City Hall Plaza construction



CCDC Tour of City Hall Plaza project

ccdc@walk

EVERY
EMPLOYEE

EVERY
BLOCKFACE

EVERY
DISTRICT

EVERY
SO OFTEN

When we're not touring a project, Agency staff participates in an internal program called "Walk Every Block." The goal is for every employee to walk every blockface of every CCDC district. So far we have completed the Central and Westside districts and a portion of the 540 acre River-Myrtle/Old Boise district. These self-led explorations have enabled the Agency to identify problems and opportunities -- many related to streetscapes and ped/bike deficiencies -- via photographs that we take along the way. We've also discovered opportunities for Agency-driven investment for improvements. As the days grow shorter we plan to stay close to our actual work, walk faster, see more, and keep moving ahead with boots on the ground.

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

Audit of FY 2017 Financial Statements

Immediately after closing FY 2017 and coincident with opening FY 2018, Controller Joey Chen and Accountant Kevin Martin spent a good part of October and into November preparing for the Agency's independent annual audit. The intensity continues unabated as contracted audit firm Eide Bailly LLP comes on-site from November 6 – 17 to review Fiscal Year 2017 financial statements and support documents. The Executive Committee sitting as the Audit Committee will review Eide Bailly's final report in early 2018 (usually in January but it occasionally slips into February) after which it will be presented to the full Board. Again this year, on their first day on-site, Eide Bailly auditors expressed their appreciation and admiration for how organized and complete the materials on which the audit will be based were prepared for them by Joey and Kevin.

Risk-Based Cycling Review / Agreed Upon Procedures, Year 3 of 4:

The original 3-Year Risk-Based Cycling Review – also commonly referred to as Agreed Upon Procedures – plan approved by the Board in 2015 anticipated a review of accounting and contract management policies, internal controls and conformity to best practices for Year 3. Due to mid-FY 2017 equipment-caused revenue issues, that topic is being delayed one year and the Year 3 review was redirected to understanding and documenting the Agency's parking operator's (The Car Park) parking payment transaction and reconciliation processes and resulting revenue reports. Eide Bailly has completed their work. The Car Park is currently preparing a Management Response. The final report will be presented to the Executive Committee and Board of Commissioners.

As you may recall, the Year 1 / FY 2015 RBCR examined PARCs (Parking Access and Revenue Control) system deployed in the Agency's (then) six public parking garages. The Year 2 / FY 2016 review analyzed the Agency's information technology environment: computer system policies and procedures including conformity of security protocols, internal control practices, network and remote access security, communications policy & security including email, public records retention and recovery, and disaster planning and recovery. The contract to perform the 3-Year RBCR Plan was competitively bid in 2015. Eide Bailly was ultimately selected.

Controller Joey Chen has been the Agency's point person for these reviews and has done her typical excellent work in managing the project plan and relationships with Eide Bailly and The Car Park.

Executive Committee-Directed Agreed Upon Procedure: Fraud Review

A governing board best practice, based on its fiduciary duty of care, is a periodic assessment of fraud vulnerabilities within an organization. At the direction of – and working directly with – the Executive Committee, primarily the Board Chair, independent audit firm Eide Bailly LLP was engaged to conduct forensic interviews with key Agency personnel, validate a sample of invoices, validate the employment of a sample of both permanent and temporary employees, and examine credit card expenditures and supporting receipts. The procedures have been completed. The

final report is expected to provide the Board with evidence of sound Agency internal controls and guidance for staff for continuous improvement.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

2017 Streetscape Improvements Project – RFQ and Invitation to Bid

Construction of 2017 streetscape improvements.

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

ParkBOI Garage Signage – Invitation to Bid

New parking garage signage to implement the ParkBOI brand identity.

- April 10: Board awards public works construction contract to YESCO.
- May 16: Contract executed.
- Summer: Permitting and fabrication underway.
- Sept 13: Substantial completion (120th day).

9th & Front Garage Exterior Painting Project

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

- July 17: Invitation to Bid.
- July 25: Pre-Bid Meeting at CCDC.
- August 3: Bids received. Low Bid: Color Craft Painting, \$72,040.
- August 14: Contract executed, construction scheduled.
- Sept 5: Notice to Proceed issued.
- Dec 4: Substantial Completion (90 days from NTP).
- Dec 25: Final Completion (21st day after Substantial Completion).

ParkBOI Garage Painting – Invitation to Bid

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

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

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

- August 1: Invitation to Bid issued.

- August 8: Pre-Bid meeting
- August 23: Bids due for both Project One and Project Two.
 - Merit Professional Coatings lowest responsive bid for both projects: \$70,303 for Project One, \$55,800 for Project Two.
- Sept 5: Contracts executed.
- Sept 11: Project 2 Notice to Proceed issued.
- Nov 10: Project 2 Substantial Completion (60 days from NTP).
- Dec 1: Project 2 Final Completion (within 21 days of Substantial Completion).
- Oct 17: Project 1 Notice to Proceed.
- Dec 16: Project 1 Substantial Completion (60 days from NTP).
- Jan 6: Project 1 Final Completion (within 21 days of Substantial Completion).

CM/GC Central District Improvements Project

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

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

2018 Streetscape Improvements Project – Selection of Design Professional

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

- October 24: RFP issued to three on-call design professional firms.
- November 8: Proposals due from the design professionals.
- Mid-November: Selection of design professional.
- January – April: Pre-qualification and construction bidding (estimated)
- Summer 2018: Contract awarded / Construction to proceed (estimated)

OTHER CONTRACTS ACTIVITY

Intergovernmental:

- **Valley Regional Transit:** Annual Dues to support Boise Green Bike capital enhancements within the Agency's urban renewal districts.
- **CCDC – DBA – VRT – city:** New comprehensive Downtown Maintenance MOU.
- **State of Idaho:** Changes to the Type 4 Participation Agreement for the Idaho Historical Museum project to move a fire hydrant from the center of the sidewalk near Capitol & Fulton.

River-Myrtle / Old Boise District:

- **Guho Corp:** Design-Build Construction Contract for loading ramp modifications on 8th Street adjacent to P.F. Chang's restaurant in BoDo.

Shoreline District

- **VIA Landscape:** Professional Services Agreement to facilitate a three day urban design workshop regarding the Shoreline District to explore improvements and environmental enhancements.

The Grove Plaza:

- **GBAD:** Grove Plaza O&M renewal, effective through March 2018.
- **ProCare:** Work Request to assist CCDC dismantling and moving the tulip umbrellas from the Plaza and store for the winter.
- **Parks & Recreation:** MOU for the storage of I-bricks salvaged as part of The Grove Plaza renovation project.

Parking:

- **Glancey Rockwell:** Task Order Amendment for additional services on the ParkBOI garage painting project.
- **KPFF:** Task Order Amendment for additional design services time required for the Suicide Prevention railings on 9th & Front Garage.
- **YESCO:** Amendment 1 to the CCDC Downtown Garage (ParkBOI) Signage Project to extend the completion date due to city permitting process delays.

Wayfinding:

- **Guho Corp:** Public Works Construction Contract to install the wayfinding prototype signage on Capital Boulevard at the entrance to Julia Davis Park.

Agency:

- **Guy Hand:** Professional Services Agreement and Amendment to photograph 32 agency projects.
- **Stability Networks:** Contract Amendment to extend IT Support Services agreement for one year. This is the 1st of four optional one-year renewals.
- **OpenGov:** Software as a Service (SaaS) contract for cloud-based budgeting and reporting software service.
- **Wash Worx LLC:**
 1. Services contract to provide as-needed repair and maintenance services for street furnishings.
 2. Work Request to repaint and touch up the bike lanes on 8th Street.
 3. Work Request to install two bike racks in front of 310 N 5th Street.

Professional Development:

- Mary Watson and Kevin Martin attended the annual Idaho Employment Law Seminar sponsored by Parsons Behle & Latimer.

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

ECONOMIC DEVELOPMENT

410 S. Capitol - Marriott Residence Inn - PP Type 2

Project Description

An Eagle based developer, Pennbridge Capital, is constructing a 186-room, 10-story Residence Inn by Marriott at the corner of Broad Street and Capitol Boulevard in downtown Boise. 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

The Marriott Residence Inn opened in late October to guests and is hosting a Grand Opening Celebration on November 14. Staff has gotten in touch with the developer to begin the reimbursement process for their Type 2 Agreement.



Next Steps

Staff will work with developer to gather necessary cost documentation of work included in the Type 2 agreement in the coming months. Per the Type 2 policy, the reimbursement will be paid starting in 2020, using tax increment the project generates. The total reimbursement will not exceed \$875,000.

Other Active Economic Development Projects

500 S. Capitol - Inn at 500 - PP Type 2, 4

Staff has received all necessary cost documentation and has reimbursed for the Type 4 Agreement (\$176,000) in October. The Type 2 agreement reimbursement payments will be based on the tax increment generated by the project annually, with the first payment due by September 30, 2019. The total T2 reimbursement will be \$255,987. The T2 will likely be paid with one year of TIF, though the Agreement allows for up to four years if needed.

918 W. Idaho - Athlos - PP Type 3

Staff has been working through eligible expenses and cost documentation submitted by the developer. The Façade Easement was approved by City Council at the end of October. Once staff has received the recorded Façade Easement and final cost documentation from developer, the reimbursement will be processed. Cost documentation shows the project's eligible expenses are well over the \$750,000 not-to-exceed amount in the Type 3 Agreement. Staff anticipates a reimbursement of \$750,000 to be paid in late November or early December.

25th & Fairview - Adare Manor Development - Designated PP

This development has been approved at Design Review and seems to be moving forward with a below market rate ground lease from the City of Boise and funding from the City Department of Housing and Community Development. The Developer met with staff and has submitted a Type 2 Participation Program Application, the project was designated as at Type 2 project by the Board in October. The development has over \$900,000 in eligible public improvement costs (street improvements, streetscapes, undergrounding utilities) and scores 142 points on the Type 2 scorecard, Tier 1. Best estimates suggest the project will be eligible to receive approximately \$480,000 in reimbursement over the four year period as per the Type 2 policy.

Multi-Purpose Sports Park

Most of the activity this past month related to the exploration of this concept was spent dealing with public records requests and responding to media inquiries. Ongoing work will continue with partner agencies to determine a critical path, development budget and schedule, and other details.

INFRASTRUCTURE PROJECTS

750 Main Street - Capitol Terrace - PP Type 1

Project Description

Hawkins purchased Capitol Terrace in downtown Boise in April 2017. The company is planning a \$1 million renovation of the exterior of the building. The improvements will bring the building up to date with new paint, awnings, and lighting. Hawkins has submitted application for a Type 1 Participation Program agreement to reimburse for 22 new awnings in the public right-of-way. The awnings meet CCDC specifications of material and size, and protect the public sidewalks and pedestrian environment.



Project Update

At the October Board Meeting, CCDC Commissioners voted to "designate" this project as eligible to utilize a Type 1 agreement. Since then, staff has worked with Agency counsel and the developer to formalize a Type 1 agreement with a not-to-exceed amount of \$150,000.

Next Steps

The Capitol Terrace Type 1 Agreement is on the Consent Agenda for the Board's November meeting. Once approved, staff will execute the agreement.

Other Active Infrastructure Projects

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

The original Whittier Elementary School building was built in 1948 and is only large enough to accommodate half of the current enrollment, with the other half housed in temporary classroom buildings. The Boise School District plans to build a new 68,000 SF building, new off-street parking lots, a new playground, and new site landscaping. The project will also include new sidewalks and streetscapes along 29th, Jefferson, and Idaho streets, including a large plaza area at Whitewater Park and Jefferson. Staff had a recent conversation with the architect/representative for the project. Construction contracts were recently put out to bid and staff is awaiting cost estimates for the public improvements. Once staff receives cost estimates, we can consider which type of CCDC Participation will best fit the project needs and maximize reimbursement.

2200 Fairview - New Path Community Housing - PP Type 1

At the October Board Meeting, CCDC Commissioners voted to "designate" this project as eligible to utilize a Type 1 agreement. Staff worked with Agency counsel and the developer to formalize a Type 1 agreement with a not-to-exceed amount of \$150,000. The New Path Type 1 Agreement is on the Consent Agenda for the November meeting. Once approved by the Board, staff will execute the agreement.

1402 W. Front Street - Verraso - PP Type 1

Construction continues - framing is underway. Construction is scheduled to be complete in early 2018.

176 Capitol - Business Interiors of Idaho - PP Type 1

Business Interiors of Idaho is renovating the exterior of their building. As part of this renovation they will be installing new canopies over the right of way. CCDC can reimburse for these new awnings through the Type 1 Participation Program as long as they meet our Participation Program Policy requirements. Staff has met with Business Interiors of Idaho CEO and architects. They plan to submit a Type 1 application in November, in which case staff will bring the project to the Board at the December meeting. Staff will assess the application and work with the applicant to gather necessary information for the December Board Meeting.

10th & Main Office - PP Type 1

Sawtooth Development is working with a potential new tenant for their office building at 10th and Main (behind their recent new condo project - The 119). If the tenancy is secured Sawtooth will make various interior and exterior improvements to the building including new awnings. CCDC can reimburse for these new awnings through the Type 1 Participation Program as long as they meet our Participation Program Policy requirements. Staff has met with the developer and they

plan to submit a Type 1 application in November, in which case staff will bring the project to the Board at the December meeting. Staff will assess the application and work with applicant to gather necessary information for the December Board Meeting.

T4 Participation: Idaho Historical Museum Streetscapes at Julia Davis Park

DPW's contractor completed the streetscape work, except for a fire hydrant relocation to be done by Suez in October. This included installation of a new bus stop apron and modifications at the northwest corner in coordination with CCDC and VRT staff. Suez will be replacing the fire hydrant at the corner of Capitol/Fulton the weekend of November 11-12. The Museum is scheduled to open May 2018.

Grove Street, 16th to 10th and 6th to 3rd - Pedestrian Improvement Plan - CIP Project

Streetscape improvements on both sides of Grove Street from 16th to 10th and 6th to 3rd. CCDC is preparing an RFP for schematic design services in FY18.

8th Street, State - Bannock, Both Sides (Split w RM)

CCDC is pausing on the project to align the design and construction with ACHD's DBIP work in the area in 2019. CCDC is currently working to hire a design team for the project. CCDC is currently working to hire a design team for the project.

2017 Streetscape Improvements - CIP Project

Streetscape Improvements have been approved by Design Review, bid and awarded. Construction started. Guho is approximately 80% complete. Project work in RMOB is substantially complete. Work in Westside is underway.

MOBILITY PROJECTS

1101 Front - Pioneer Crossing / 11th and Front Garage- PP Type 3

Project Description

Previously known as Parcel B, Pioneer Crossing, is a \$54 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 garage. Originally it was a 650 space 4 story garage and recently Gardner Company has added a level and increased the total number of spaces to approximately 829 spaces. CCDC's purchase price decreased to a total of \$5.25 Million.

Additionally CCDC is reimbursing the development for approximately \$4 million in public improvement costs as part of a Type 3 Transformative Participation Agreement.



Pioneer Crossing Full Project

Project Update

The 11th and Front garage is under construction along with the other proposed projects within the Pioneer Crossing Development. Gardner has revised their design to incorporate another level of parking on the garage which requires various changes throughout the drafted condo declarations and the Purchase and Sale Agreement. Staff is requesting approval of the purchase agreement from the Board on November 13 and continues to work on the Parking Management Agreement, the Parking Operator Agreement and the Condo Declaration for both the Garage and the entire development.

Next Steps

Staff has been attending construction meetings as well as working meetings with legal counsel and the development team to work through some management procedures and operations.

Other Active Mobility Projects**Capitol & Main Parking Expansion**

Hawkins Company bought the retail portion of the complex and discussions of parking expansion have been put on hold for now. Recent discussions have focused on potential renovations to the retail portion of the building and possible modifications to the common areas. The agency is interested in activating some of the common space either by retail opportunities or possibly by a secure bike station that would be available to downtown workers via a subscription service

Exterior Signage for All Garages

Permits have been issued for the ParkBOI Sign project. The signs are in production, expected to be installed the end of November.

Parking Rate Examination

A customer rate survey was conducted in August and results presented at the October Board meeting. At that meeting the Board set a public comment date of November 13 to consider possible rate adjustments to be effective February 1, 2018. Appropriate public notice was made and written comments have been received, both for and against the proposal. The Board will hear oral comments at noon on Monday, November 13.

COB - Downtown Transportation Plan

Staff is currently updating the collaborative work plan to include items of mutual interest from the TAP and Parking Strategic Plan.

Park & Ride Shuttle

The service is being adjusted to accommodate gaps between shuttle vans and VRT busses. The existing MOU expired at the end of September, so staff is working on solidifying the level of service desired, then memorializing those service commitments in a new MOU for at least six months. Funds are budgeted for a Park & Ride Shuttle from the West End of the downtown, but that project is moving slowly.

Main/Fairview Corridor Urban Street Reconfiguration

ACHD is planning to re-stripe Main and Fairview to predominantly 3 lanes as part of a microseal (resurfacing) project in the summer of 2019.

Bike Rack Infill

City of Boise, Boise State, and Gardner Company all agreed to a proposal by CCDC to install 19 racks next to the Main Street Station bus ramp to address issues of bikes locked to railing and trees. BSU had provided racks on an intermittent basis, but demand appears to be more consistent and is not exclusive to BSU students and staff. CCDC staff will contract to install racks as proposed this fall/winter.

Front & Myrtle Alternatives Analysis

Sam Schwartz submitted the final alternatives analysis report to CCDC on November 3. CCDC and COB staff are reviewing the report and determining next steps. ITD has suspended paving work on Front and Myrtle until spring 2018.

T4 Participation: Pioneer Corner

Okland and its subcontractor began work on Pioneer Corner in late October and has completed demolition and site prep. Paver installation will begin shortly, and the project is scheduled to be substantially complete this month (November).

Wayfinding Project Installation

Seareach has completed its contract and delivered the prototype wayfinding sign to Boise. ACHD, CCDC, and COB have approved and executed the master license agreement for sign installation and maintenance in ACHD right-of-way. Staff has contracted with Guho to install the prototype and is finalizing bid documents. Guho will install the prototype in December. Staff plans to bid the project out in December.

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

CCDC has worked with Andersen Construction and Local Construct to finalize parking equipment and signage packages. The project experienced delays resulting from winter weather. The next step is to finalize purchase of garage and take occupancy. The garage scheduled to be ready for public use in December 2017.

Park BOI Garage- painting

CCDC is working with Merit Professional Coatings to repaint the interior of five garages, including stairwells and elevator lobbies as a part of the ParkBOI rebranding effort. At this time, the interior of the parking garages at 9th & Front, Capitol and Myrtle and 10th & Front Streets have been completed. The exterior of the 9th & Front garage was also painted by Color Craft Painting, Inc. The garages at 9th & Main and Capitol & Main are currently in progress. Painting to be completed later this month.

PLACE MAKING PROJECTS

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 \$1.305 million dollars to the \$3.8 million dollar plaza renovation and streetscape improvements on Capitol Boulevard.

Update

On October 31 CCDC staff were invited into City Hall Plaza for a behind-the-fence construction tour. Staff got a first-hand look at the 12' by 20' scrim fountain nestled within the Cottonwood Copse art feature, the integrated stair lighting, as well as the exceptionally detailed concrete staircase. Construction is slated to be complete in December of 2017.

Next Steps

Staff will track construction progress and await request for inspection and payment from City, expected in January 2018.



City Hall Plaza public art

Other Active Placemaking Projects

Central District Improvements (Inc. 8th Street) - CIP Project

Design plans were submitted for Design Review by Planning and Development Services at the City of Boise on October 27. The design team is awaiting conditions of approval from the reviewing agencies. The CCDC Board approved the selection of Guho Corp to provide CMGC services at the October 9 meeting. Since then Guho has prepared a project schedule that slates the start of construction upon a February 12, 2018 Board Approval of the Guaranteed Maximum Price (GMP). Initial cost estimates are due back from Guho on November 10. This first look at the cost of the program and design will aid in adjusting the scope of the project to match the budget.

8th Street Event Bollards

CCDC has received plan approval from ACHD. Agency and City legal staff are reviewing the license agreement for placement of bollards in ACHD right-of-way. Bollards are due to arrive in November. The CMGC for the Central District closeout will be installing the bollards likely in February 2018.

Freak Alley & Union Block Alley - CCDC Alley Program

Design review plans for alleys are being reviewed at City of Boise and ACHD.

- ACHD Commission approval December 6
- Final approvals January 2018
- Sewer line work March 2018

- Construction spring 2018

5th Street - 5th and Idaho Apartments - PP Type 2/ Type 4

Initial public improvement permits have been received by the developer and the developer intends to proceed with utility work in March. Although firm financing was expected in early mid-January in hopes of a loan closing in March 2017, the developer does not currently have a closing date set. Construction should take 18 months. CCDC approved an amendment to the Type 4 Agreement in order to incorporate additional alley improvements adjacent to the original project site in accordance with CCDCs CIP. The project is currently under construction.

South 8th Street District Plan - CIP Project

Artists have been selected through COB, as well as design professionals for design projects contracted by CCDC. Project schedules being reevaluated based on comments with the exception of the Simplot Alley work which will align with ACHD's permeable alley project in 2018.

River Street Streetscape Improvements

Streetscape improvements on the north side of River Street between 12th and Ash Streets are in progress. RFP has been issued to select design professionals. Design professionals are yet to be selected and DR package not yet produced.

Broad Street - Central Addition Improvements - CIP Project

Phase 1 (5th - 2nd Streets) is complete and Phase 2 (Capitol - 5th) is substantially complete. Punch list items are being addressed and the project is being closed out.

SPECIAL PROJECTS

Boise City Art Project (South 8th Street Area)

The City of Boise is still seeking funding for bridge lighting. An artist has been selected for the mural at 8th and Fulton and COB has received an RFP response for the 8th Street pedestrian bridge lighting. The bridge lighting scheme is being reevaluated based on Board feedback on September 11. The mural is scheduled to be installed in the spring of 2018.

Shoreline District

Staff is working with a team of consultants including SB Friedman, VIA Architects and our legal counsel to research and plan for a new Urban Renewal Area. The Eligibility Study has been completed and was approved by the City Council and the CCDC Board of Commissioners. Staff is working on a series of additional documents that will, when complete, create an Urban Renewal Plan and, if adopted, create an Urban Renewal District. The Plan will include a framework plan for the area, development and feasibility analysis, legal description, and a zoning and property description. The Eligibility Study has been finalized with a presentation to CCDC Board on September 11, City Council review and approval on September 26 and final acceptance by CCDC on October 9, 2017. CCDC staff and consultants are embarking on the planning process and regular updates will be available throughout the process. Staff is aiming to produce a draft Urban Renewal Plan by summer of 2018.

PROPERTY MANAGEMENT UPDATES

2017 Winterization Completed

All CCDC owned and maintained properties underwent irrigation winterization at the end of October. This includes 617 Ash Street, The Grove Plaza fountain shutdown, and tree irrigation on 8th Street.

Condo Associations

Staff is meeting with the new Condo owner for BECA (Building Eight Condo Association) and FSCA (Front Street Condo Association) in the second week of November.

2017 Holiday Tree

The Downtown Boise Association will place the annual holiday tree on The Grove Plaza on Monday, November 13.