



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
February 11, 2019 12:00 p.m.
A G E N D A

I. CALL TO ORDER Chair Zuckerman

II. AGENDA CHANGES/ADDITIONS Chair Zuckerman

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report – January 2019
- B. Minutes and Reports
 - 1. Approval of January 14, 2019 Meeting Minutes
 - 2. Approval of January 18, 2019 Special Meeting Minutes
- C. Other
 - 1. Resolution #1585 - Valley Regional Transit Board – Designate Agency Representatives

IV. ACTION ITEM

- A. CONSIDER: 390 S. Capitol - Mod Pizza for Type 1 Participation Program Designation (5 minutes) Laura Williams
- B. CONSIDER: 323 Broad Street – Cartee Apartments for Type 2 Participation Agreement (5 minutes) Laura Williams
- C. CONSIDER: Resolution #1588 - 429 S.10th Street Approving the Option Agreement to Convey Property to City of Boise (5 minutes) Laura Williams
- D. CONSIDER: Resolution #1584 - Authorizing Cost Share Agreement with ACHD for Gowen Road Project, Gateway East URD (10 minutes) Matt Edmond
- E. CONSIDER: Resolution #1590 - Approval of Type 4 Participation Agreement for 2019 Traffic Signal Box Art Wraps (5 minutes) Karl Woods/Karl LeClair, Arts & History, City of Boise
- F. CONSIDER: Resolution #1591 - Approval of Type 4 Participation Agreement for RM Public Art – City of Boise Broad Street Sculpture (5 minutes) Karl Woods/Karl LeClair, Arts & History, City of Boise

V. INFORMATION/DISCUSSION ITEMS

- A. Westside URD – Boundary Adjustment - Eligibility Study (5 minutes) Shellan Rodriguez
- B. 2019 Utility Undergrounding and Conduit Projects (10 minutes) Matt Edmond
- C. CCDC Monthly 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).



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 1/1/2019 through 1/31/2019

Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
PERSI	Retirement Payment	1/2/2019	16,168.35
Idaho State Tax Commission	State Payroll Taxes	1/2/2019	1,982.00
EFTPS - IRS	Federal Payroll Taxes	1/2/2019	13,353.58
CCDC Employees	Direct Deposits Net Pay	1/2/2019	36,378.70
SUTA	Q4 2018 SUTA payment	1/10/2019	197.27
PERSI	Retirement Payment	1/16/2019	21,502.00
EFTPS - IRS	Federal Payroll Taxes	1/16/2019	14,141.58
Idaho State Tax Commission	State Payroll Taxes	1/16/2019	2,076.00
CCDC Employees	Direct Deposits Net Pay	1/16/2019	36,311.56
PERSI	Retirement Payment	1/30/2019	16,146.53
EFTPS - IRS	Federal Payroll Taxes	1/30/2019	13,317.42
Idaho State Tax Commission	State Payroll Taxes	1/30/2019	2,082.00
CCDC Employees	Direct Deposits Net Pay	1/30/2019	36,375.63
		Total Payroll Payments:	210,032.62
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	January 2019	536,097.88
	Total Paid Invoice, Reported Payments:		536,097.88
Total Cash Disbursements:			\$ 746,130.50

I have reviewed and approved all cash disbursements in the month listed above.

Finance Director

2/5/2019

Date

Executive Director

2/6/19

Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3659	Ada County	JAN 2019	January 2019 Master Grou	01/01/2019	26,881.00	63184	01/23/2019
		JAN 2019	January 2019 Surplus Gro	01/01/2019	11,274.25	63184	01/23/2019
		JAN 2019 #2	January 2019 Master Grou	01/01/2019	10,829.50	63184	01/23/2019
		JAN 2019 #2	January 2019 Surplus Gro	01/01/2019	12,237.25	63184	01/23/2019
Total 3659:					61,222.00		
1139	American Cleaning Service	5946	Trailhead Cleaning	01/01/2019	936.71	11092	01/25/2019
Total 1139:					936.71		
3838	American Fire Protection L	12652	Fire Alarm System Repairs	12/27/2018	1,375.00	63169	01/22/2019
Total 3838:					1,375.00		
4055	Anderson & Wood Constr	PO 180078 #	Alley Imprv (6th to 3rd Mai	12/31/2018	16,438.40	11106	01/24/2019
Total 4055:					16,438.40		
1316	Blue Cross of Idaho	1834500000	Health Insurance - January	01/01/2019	24,289.74	63158	01/01/2019
Total 1316:					24,289.74		
1385	Boise City Utility Billing	1177 JAN19	848 Main St # 0447416001	01/01/2019	7.79	11111	01/28/2019
Total 1385:					7.79		
1418	Boise Metro Chamber of C	5787749	Mayor's State of the City sp	01/07/2019	650.00	11093	01/25/2019
		5787751	Regional Leadership Conf	01/07/2019	1,500.00	11093	01/25/2019
		5787786	Leadership Boise 2019 me	01/08/2019	500.00	11093	01/25/2019
Total 1418:					2,650.00		
1448	Boise Valley Economic Prt	5787750	BVEP 2019 Econ Summit	01/07/2019	1,000.00	11094	01/25/2019
Total 1448:					1,000.00		
3461	Business Interiors of Idaho	PR4841-1	8 conference room chairs	01/10/2019	3,549.40	63170	01/22/2019
Total 3461:					3,549.40		
4049	Caldwell Transportation Co	28637	Potato Bowl Shuttle	12/27/2018	3,000.00	63171	01/22/2019
Total 4049:					3,000.00		
3712	Car Park	NOV 18	10th & Front - Grove	11/30/2018	24,187.53	11083	01/09/2019
		NOV 18	9th & Front - City Centre	11/30/2018	36,138.60	11083	01/09/2019
		NOV 18	9th & Main - Eastman	11/30/2018	25,550.06	11083	01/09/2019
		NOV 18	Cap & Front - BLVD	11/30/2018	12,578.05	11083	01/09/2019
		NOV 18	Cap & Main (Cap T)	11/30/2018	29,609.05	11083	01/09/2019
		NOV 18	Cap & Myrtle - Myrtle	11/30/2018	19,434.04	11083	01/09/2019
		NOV 18	Cap & Front - BLVD refund	11/30/2018	25.00	11083	01/09/2019
		NOV 18	Cap & Myrtle - Myrtle refun	11/30/2018	857.54	11083	01/09/2019
		NOV 18	Cap & Main (Cap T) reund	11/30/2018	897.99	11083	01/09/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		NOV 18	9th & Front - City Centre re	11/30/2018	626.98	11083	01/09/2019
		NOV 18	Cap & Front - BLVD refund	11/30/2018	339.78	11083	01/09/2019
		NOV 18	9th & Main - Eastman refun	11/30/2018	780.68	11083	01/09/2019
		NOV 18	10th & Front - Grove refun	11/30/2018	542.03	11083	01/09/2019
	Total 3712:				151,567.33		
3898	Carver Thornton Young (C	18-1202	CCDC Office Improvement	12/10/2018	947.20	11085	01/10/2019
	Total 3898:				947.20		
1556	Caselle Inc.	91747	Contract support - January	01/01/2019	840.00	63159	01/01/2019
		92783	W-2 year-end services 201	01/11/2019	900.00	63172	01/22/2019
	Total 1556:				1,740.00		
1643	Community Planning Asso	219047	FY19 2nd qtr Membership	01/02/2019	2,125.00	11095	01/25/2019
	Total 1643:				2,125.00		
4070	Copperhead Electric	1589	grove plaza GFCI's	12/31/2018	421.22	63173	01/22/2019
	Total 4070:				421.22		
3947	Crane Alarm Service	50643	Fire Alarm System - Monito	12/01/2018	25.00	63162	01/07/2019
		51484	Fire Alarm System - Mainte	12/13/2018	170.00	63162	01/07/2019
		51517	Fire Alarm System - Mainte	12/19/2018	1,013.75	63174	01/22/2019
		51522	Semi annual Inspection	12/19/2018	2,200.00	63174	01/22/2019
		51737	Fire Alarm System - Monito	01/01/2019	25.00	63174	01/22/2019
	Total 3947:				3,433.75		
1703	CSHQA	31747	ParkBOI LED Retrofit	12/31/2018	4,767.19	11096	01/25/2019
	Total 1703:				4,767.19		
1838	Elam & Burke P.A.	177152	Carley Project - 5th & Front	12/31/2018	220.00	11107	01/24/2019
		177153	New Bench URD	12/31/2018	90.00	11107	01/24/2019
		177154	CD Closeout	12/31/2018	67.50	11107	01/24/2019
		177155	Parking Matters	12/31/2018	776.95	11107	01/24/2019
		177156	New Shoreline URD	12/31/2018	7,515.00	11107	01/24/2019
		177157	New URD - State STreet	12/31/2018	112.50	11107	01/24/2019
		177158	101-0 General	12/31/2018	464.00	11107	01/24/2019
		177159	New URD - GWD	12/31/2018	4,970.35	11107	01/24/2019
	Total 1838:				14,216.30		
3807	FreedomVoice Systems	227096 JAN1	Monthly Service	01/01/2019	516.07	63175	01/22/2019
	Total 3807:				516.07		
4086	Ground Control Systems	11251	9th & Main Parking Garage	11/30/2018	345.00	63163	01/07/2019
	Total 4086:				345.00		
3695	Guho Corp.	180101073-0	RD, River Street SS, Ash t	12/31/2018	118,179.47	11108	01/24/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3695:					118,179.47		
4103	Heart of Timber	PO 190037 #	conference room table	01/09/2019	1,500.00	63168	01/10/2019
Total 4103:					1,500.00		
3810	Hummel Architects PLLC	8969	Cap & Main Elevators Refu	11/30/2018	390.00	11086	01/10/2019
		9005	10th & Front Garage concr	11/30/2018	102.70	11086	01/10/2019
		9029	Cap & Main Elevators Refu	12/31/2018	80.18	11097	01/25/2019
		9029	Cap & Main Elevators Refu	12/31/2018	114.82	11097	01/25/2019
Total 3810:					687.70		
3826	Idaho Airships Inc.	6945	Map Updates	12/19/2018	306.00	11098	01/25/2019
Total 3826:					306.00		
2165	Idaho Power	6607 DEC18	9th St outlets #220040660	12/31/2018	7.02	11091	01/18/2019
		7995 DEC18	9th & State # 2201627995	12/31/2018	5.08	11090	01/17/2019
Total 2165:					12.10		
3900	Idaho Records Manageme	0131098	Records Storage & Destruc	01/01/2019	256.61	11099	01/25/2019
Total 3900:					256.61		
2186	Idaho Statesman	263244 DEC	Legal Notice	12/30/2018	106.93	63176	01/22/2019
Total 2186:					106.93		
3966	Involta	0036477	Website Hosting Services	12/31/2018	1,347.90	63177	01/22/2019
Total 3966:					1,347.90		
2288	Jensen Belts	1765-9	WD, Downtown Urban Par	12/31/2018	893.25	11100	01/25/2019
Total 2288:					893.25		
4102	Jim's Appliance & Furniture	358160	breakroom fridge	12/17/2018	699.00	63178	01/22/2019
Total 4102:					699.00		
3913	Kimley-Horn and Associate	12587064	Park Plus Parking modelin	11/30/2018	9,532.50	63167	01/08/2019
Total 3913:					9,532.50		
3439	KPFF Consulting Engineer	243946	10th & Front Garage Refur	11/30/2018	315.00	11087	01/10/2019
Total 3439:					315.00		
3819	Level 3 Communications L	76198289	Internet & Data	12/17/2018	611.01	63164	01/07/2019
Total 3819:					611.01		
2798	Quadrant Consulting Inc.	10160	Undergrounding Power - 1	12/31/2018	978.61	63179	01/22/2019
		10160	Undergrounding Power - 1	12/31/2018	230.59	63179	01/22/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2798:					1,209.20		
3896	Rim View LLC	JAN 2019	Monthly Rent and NNN - Tr	01/01/2019	13,279.29	63160	01/01/2019
Total 3896:					13,279.29		
3929	SB Friedman Development	PO 180039	Shoreline URA District, Urb	12/13/2018	10,164.80	11084	01/09/2019
		PO 180132 #	Gateway URD - Feasibility	12/13/2018	991.50	11084	01/09/2019
		PO 180132 #	Gateway URD - Feasibility	12/13/2018	7,488.63	11084	01/09/2019
Total 3929:					18,644.93		
3796	Scheidt & Bachmann USA	34871	November 2018 Merchant	11/30/2018	1,049.22	11088	01/10/2019
		35382	December 2018 Merchant	12/31/2018	877.22	11101	01/25/2019
Total 3796:					1,926.44		
3542	Security LLC - Plaza 121	JAN 2019	Office rent	01/01/2019	13,271.50	63161	01/01/2019
Total 3542:					13,271.50		
3974	Stability Networks Inc.	28387	IT Services 2019	12/31/2018	2,015.00	11109	01/24/2019
		28387	Azure Cloud Backup	12/31/2018	420.00	11109	01/24/2019
		28462	office phone system	01/04/2019	17,708.46	11109	01/24/2019
		28463	office phone system - head	01/04/2019	129.36	11109	01/24/2019
Total 3974:					20,272.82		
3242	Suez Water Idaho	0025 JAN 20	437 S 9th St irri #06006688	01/14/2019	28.30	11112	01/31/2019
		2853 JAN 20	Eastman office #06000337	01/14/2019	58.63	11114	01/31/2019
		4259 JAN 20	516 S 9th St irri #06006391	01/14/2019	28.30	11113	01/31/2019
		8504 JAN 20	Grove & 10th #060035756	01/14/2019	48.06	11115	01/31/2019
Total 3242:					163.29		
3831	The Land Group Inc.	0141001	8th Street	12/31/2018	867.66	11110	01/24/2019
		0141001	8th Street	12/31/2018	94.34	11110	01/24/2019
		0141017	RD, River Street SS, Ash t	12/31/2018	672.52	11110	01/24/2019
		0141017	RD, River Street SS, Ash t	12/31/2018	1,607.48	11110	01/24/2019
		0141024	RD, Alley Program - Grove	12/31/2018	1,660.00	11110	01/24/2019
		0141064	6th Street Streetscapes, M	12/31/2018	5,093.75	11110	01/24/2019
Total 3831:					9,995.75		
4074	The Potting Shed	16219	Interior Plant Maint.	11/30/2018	65.00	63165	01/07/2019
		16324	Interior Plant Maint.	12/31/2018	65.00	63180	01/22/2019
Total 4074:					130.00		
3907	Total System Services	5715	HVAC Maint	12/26/2018	99.56	63181	01/22/2019
Total 3907:					99.56		
3923	Trailhead	55759	Idaho Power - 70%	12/31/2018	189.20	11102	01/25/2019
		55759	Intermountain Gas - 70%	12/31/2018	253.23	11102	01/25/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 3923:					442.43		
3170	Treasure Valley Coffee Inc.	05824380	Water & Cooler Rental	12/31/2018	76.00	63182	01/22/2019
		05867006	Water & Cooler Rental	12/11/2018	76.00	63166	01/07/2019
		05903582	Coffee & tea	01/07/2019	141.08	63182	01/22/2019
		05909242	Water & Cooler Rental	12/31/2018	76.00	63182	01/22/2019
		5866898	Coffee & tea	12/10/2018	147.22	63166	01/07/2019
Total 3170:					516.30		
3233	United Heritage	02014-001 J	Disability insurance - Janu	01/01/2019	1,392.62	63183	01/22/2019
Total 3233:					1,392.62		
3835	US Bank - Credit Cards	12.26.2018	Voice, data & webhosting s	12/26/2018	99.00	11089	01/14/2019
		12.26.2018	Office Supplies	12/26/2018	3,570.78	11089	01/14/2019
		12.26.2018	Postage	12/26/2018	444.14	11089	01/14/2019
		12.26.2018	Dues & Subscriptions	12/26/2018	1,155.00	11089	01/14/2019
		12.26.2018	Personnel Training (Local)	12/26/2018	583.00	11089	01/14/2019
		12.26.2018	Local Meetings & Transpor	12/26/2018	196.83	11089	01/14/2019
		12.26.2018	Professional Services Gen	12/26/2018	37.00	11089	01/14/2019
		12.26.2018	Office Furniture & Equipme	12/26/2018	2,855.69	11089	01/14/2019
		12.26.2018	Banking & Merchant Fees	12/26/2018	75.40	11089	01/14/2019
Total 3835:					9,016.84		
3266	Valley Regional Transit	23930	Bus Passes	12/31/2018	540.00	11103	01/25/2019
		24459	Bus Passes	01/07/2019	810.00	11103	01/25/2019
Total 3266:					1,350.00		
3365	Westerberg & Associates	217	Legislative Advisement Ser	12/31/2018	2,000.00	11104	01/25/2019
Total 3365:					2,000.00		
3374	Western States Equipment	IN000852883	Bldg 8 generator maintena	12/20/2018	969.76	63185	01/23/2019
		IN000855860	Bldg 8 generator maintena	12/26/2018	235.15	63185	01/23/2019
		IN000855863	Bldg 8 generator maintena	12/26/2018	261.60	63185	01/23/2019
		IN000862524	Bldg 8 generator Parts and	01/04/2019	4,253.77	63185	01/23/2019
		IN000865087	Bldg 8 generator maintena	01/08/2019	263.75	63185	01/23/2019
Total 3374:					5,984.03		
3990	Xerox Corporation	095625157	Copier Lease	12/31/2018	504.31	11105	01/25/2019
Total 3990:					504.31		
3868	YESCO	INY-0130352	10th & Front Kiosk	12/31/2018	6,167.00	63186	01/23/2019
		INY-0132685	Cap & Main sign removal	01/17/2019	736.00	63186	01/23/2019
Total 3868:					6,903.00		
Grand Totals:					536,097.88		

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
January 14, 2019 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:01 p.m.

Present: Commissioner David Bieter Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Ben Quintana, Commissioner Scot Ludwig, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Laura Williams, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Joey Chen, Controller; Holli Klitsch, Accountant; Kathy Wanner, Contracts Specialist; Kevin Martin, Project Manager; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes or additions to the agenda.

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report – December 2018
- B. Minutes and Reports
 - 1. Approval of December 10, 2018
- C. Other
 - 1. Approve Resolution #1582 – Bid Award Capitol & Main Garage – Elevator Modernization Project

Commissioner Woodings motioned to approve the Consent Agenda
Commissioner Jordan seconded.

Commissioner Quintana recused himself from voting on the December 10, 2018 Minutes due to his absence from that meeting.

All said Aye. The motion carried 6-0

IV. ACTION ITEM

- A. **CONSIDER: Annual Independent Audit of FY 2018 Financial Statements**
Brad Berls, Eide Bailly Representative, gave a report.

Commissioner Woodings made a motion to accept independent auditor Eide Bailly's report of Agency Fiscal Year 2018 financial statements and authorize staff to deliver the audit report to all required entities.

Commissioner Jordan seconded the motion.
All said Aye. The motion carried, 7-0.

B. CONSIDER: Resolution #1583 Approval of Participation Program Update

Laura Williams, CCDC Project Manager, and Shellan Rodriguez, CCDC Real Estate Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1583 approving the Participation Program Updates.

Commissioner Jordan seconded the motion.
All said Aye. The motion carried, 7-0.

C. CONSIDER: Resolution #1584 Approval of Cost Share Agreement with ACHD for Gowen Road Bridge Project

Matt Edmond, CCDC Project Manager, gave a report

Commissioner Jordan moved to table the decision on Resolution #1584 for a maximum of one month to in order to receive the complete budget information as discussed.

Commissioner Bieter seconded the motion.
All said Aye. The motion carried, 7-0.

Commissioner Jordan left the meeting at 12:56 p.m.

V. INFORMATION/DISCUSSION ITEMS

A. Alley Program, Block 7 (Capitol/Main/6th/Grove)

Matt Edmond, CCDC Project Manager, gave a report.

B. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

V. EXECUTIVE SESSION

A motion was made by Commissioner Woodings to go into executive session at 1:08 p.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)*].

Commissioner Quintana seconded the motion.

A roll call vote was taken:

Commissioner Bieter: Aye

Commissioner Ludwig: Aye

Commissioner Jordan: Absent

Commissioner Jones: Aye

Commissioner Quintana: Aye

Commissioner Woodings: Aye

Commissioner Zuckerman: Aye

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

EXECUTIVE MEETING ADJOURNMENT

A motion was made by Commissioner Woodings to adjourn executive session at 1:50 p.m. and return to the public meeting. Commissioner Bieter seconded the motion. A roll call vote was taken:

Commissioner Bieter: Aye

Commissioner Ludwig: Aye

Commissioner Jordan: Absent

Commissioner Jones: Aye

Commissioner Quintana: Aye

Commissioner Woodings: Aye

Commissioner Zuckerman: Aye

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

VII. REGULAR MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Bieter seconded the motion. All said Aye, 6-0. The meeting adjourned at 1:51 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11TH DAY OF FEBRUARY 2019.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair

MINUTES OF SPECIAL MEETING
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
January 18, 2019 at 10:30 a.m.
Call-In Meeting

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 10:31 a.m.

Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman joined the meeting via conference call.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes or additions to the agenda.

III. ACTION ITEM

A. CONSIDER: Resolution #1586 Approval of the Intergovernmental Cooperation and Development Agreement

John Brunelle, CCDC Executive Director, and Ryan Armbruster, Elam & Burke Agency Legal Counsel, gave a report.

Commissioner Woodings made a motion to adopt Resolution #1586, approving the Intergovernmental Cooperation and Development Agreement between the Capital City Development Corporation, the City of Boise, and the Independent School District of the City of Boise, and authorize the Executive Director to execute all necessary documents required to implement the Agreement and to make any necessary technical changes to the Agreement subject to certain conditions.

Commissioner Quintana seconded.
All said Aye. The motion carried, 4-0.

IV. ADJOURN

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Quintana seconded the motion. All said Aye, 4-0. The meeting adjourned at 10:47 a.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11TH DAY OF FEBRUARY 2019.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair



AGENDA BILL

Agenda Subject: Appointing Agency Representatives to VRT Board of Directors		Date: February 11, 2019
Staff Contact: John Brunelle, Executive Director	Attachments: 1. Resolution 1585	
Action Requested: CONSENT AGENDA. Adopt Resolution 1585 appointing John Brunelle, Executive Director, as the Agency’s Primary Representative to the Valley Regional Transit Board of Directors and Matt Edmond, Capital Improvements Project Manager, as Alternate Representative.		

Background:

Valley Regional Transit (VRT) is this region's Regional Public Transportation Authority authorized under the Regional Public Transportation Authority Act in Idaho Code. Its mission is to develop and manage transportation resources and to coordinate the effective and efficient delivery of safe regional public transportation services in both Ada and Canyon counties.

The VRT Board of Directors consists of 28 appointed representatives from incorporated cities, counties, and highway districts in Ada and Canyon counties plus one representative each from CCDC, Boise State University, the Idaho Transportation Department, and the Meridian Development Corporation.

Each member organization appoints by resolution a Primary and an Alternate representative to the VRT Board of Directors.

Fiscal Notes:

No fiscal impact.

Staff Recommendation:

Adopt Resolution 1585.

Suggested Motion:

CONSENT AGENDA. Adopt Resolution 1585 appointing John Brunelle, Executive Director, as the Agency's Primary Representative to the Valley Regional Transit Board of Directors and Matt Edmond, Capital Improvements Project Manager, as Alternate Representative.

RESOLUTION NO. 1585

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

A RESOLUTION OF THE BOARD OF COMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPOINTING JOHN BRUNELLE, THE AGENCY'S EXECUTIVE DIRECTOR, AS THE PRIMARY REPRESENTATIVE AND APPOINTING MATT EDMOND, AGENCY CAPITAL IMPROVEMENTS PROJECT MANAGER, AS THE ALTERNATE REPRESENTATIVE ON THE VALLEY REGIONAL TRANSIT (VRT) BOARD OF DIRECTORS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY ACTIONS REQUIRED TO AFFECT THE APPOINTMENT AND IMPLEMENT THE RESOLUTION; 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").

WHEREAS, Valley Regional Transit (VRT) is a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code, and referred to as the Regional Public Transportation Authority Act; and

WHEREAS, VRT's mission is to develop and manage transportation resources and to coordinate the effective and efficient delivery of safe regional public transportation services in both Ada and Canyon counties; and

WHEREAS, the VRT Board of Directors consists of 28 appointed representatives from incorporated cities, counties, and highway districts in Ada and Canyon counties plus one representative each from the Agency, Boise State University, the Idaho Transportation Department, and the Meridian Development Corporation; and

WHEREAS, Idaho Code Section 40-2106(3) states that VRT board members shall be appointed by resolution of the appointing agency, and

WHEREAS, pursuant to CCDC Resolution No. 1366, passed by the Agency Board on November 20, 2014, Pat Shalz, Commissioner, was appointed to serve on the VRT Board of Directors as the primary representative for the Agency and John Brunelle, Agency Executive Director, was appointed to serve as the alternate representative for the Agency; and

WHEREAS, Pat Shalz has ended his long and distinguished service as an Agency Commissioner; and

WHEREAS, the Agency Board has determined that the Agency's primary representative on the VRT Board of Directors shall now be John Brunelle, Agency Executive Director and that the Agency's alternate representative on the VRT Board of Directors shall now be Matt Edmond, Agency Capital Improvements Project Manager.

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 in this resolution are true and correct.

Section 2: That the primary representative to serve on the Valley Regional Transit Board of Directors shall be John Brunelle, Executive Director of the Agency.

Section 3: That the alternate representative to serve on the Valley Regional Transit Board of Directors shall be Matt Edmond, Agency Capital Improvements Project Manager.

Section 4: That the Executive Director is hereby authorized to take all necessary action to affect this appointment and implement this Resolution.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice-Chair to the Agency Board of Commissioners on February 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Ryan Woodings, Vice-Chair



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: 390 S Capitol Blvd. – Mod Pizza - Type One Participation Agreement Designation with Hawkins Companies		Date: 2/11/2019
Staff Contact: Laura Williams	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review Mod Pizza as a project eligible to utilize the Type 1 One-Time Assistance Participation Program and direct staff to continue negotiating a final agreement with Hawkins Companies for future board approval.		

Background:

Hawkins Companies is a commercial real estate and development company with an emphasis on retail and shopping centers. Hawkins originally developed this block in 2014 constructing Trader Joes, Chipotle, Panda Express, and a surface parking lot. This pad was not developed and now Hawkins plans to develop a fast casual restaurant, Mod Pizza. This site was originally permitted for a drive-thru, but the developer decided against this, opting for a building that aligns with the street corner, and will include outdoor dining. Construction is scheduled to begin in March of this year with completion planned for late 2019.

Public improvements for the project include awnings and some streetscape to accommodate an area of Capitol Boulevard that will require a regrade to match Broad Street elevations that were changed during the Broad Street improvements. The awnings are located in the right-of-way along Capitol Boulevard and Broad Street. Awnings are included as Eligible Expenses in CCDC's Participation Program. Awnings serve a public purpose and help promote a walkable and livable downtown by providing protection from the elements to anyone using the sidewalk.

In order to receive assistance for awnings, the project must meet the below criteria. In addition to material and size requirements, staff has begun to track awning costs on a per square foot basis. The awnings for Mod Pizza are anticipated to cost \$32/PSF, which is reasonable per CCDC's standard. The look and feel of the awnings will be very similar to what exists at Trader Joes.

Awning Requirements:

1. **Awnings must be located in the right-of-way or included in a public easement:**
Only awnings along Capitol and Broad will be included as Eligible Expenses. The awnings on private property will not be included.

2. **Awnings must be made of durable material and must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes:** The building's awnings will be fabricated out of steel with a metal soffit and thermoplastic roofing material.
3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings extend 5 feet from the building face into the right-of-way (see attachment 3).
4. **Awnings must cover over 75% of the ground-floor frontage:** The project's street frontage is approximately 115 linear feet, and the awnings cover 108 linear feet = 92%.
5. **Awnings must not be more than 15 feet of the ground:** The awnings are 11 feet from the sidewalk to the soffit.

Project Summary and Timeline:

- 3,000 SF Retail Space
- Located on Capitol Blvd. and Broad Street (River Myrtle-Old Boise URD)
- \$1.7 million Estimated Costs of Renovation improvements
- October 2018 – Staff Level DR Approval
- March 2019 – CCDC Board Approval of Type 1 Agreement
- March 2019 - Construction Start
- December 2019 – Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

In January, the CCDC Board has approved the Updated Participation Program which includes a Type 1 One-Time Reimbursement. The grant can reimburse for up to \$200,000 of Eligible Expenses. Preliminary information shows that the project has eligible costs of approximately \$100,000, which will be the not-to-exceed amount in the Type 1 Participation Agreement. The majority of these expenses are for the awnings, with a small percentage for the sidewalk work.

This project meets the requirements of the Type One Participation Program and also promotes a CCDC and City objective to improve pedestrian connectivity downtown. Resources have been approved for this use in the FY 19 budget. This will be the first of two Type 1 Participation Program projects contemplated in the 5 Year CIP for FY '19 in the River Myrtle-Old Boise URD.

The project will generate approximately \$18,000 in tax increment starting in CCDC 2021 Fiscal Year. The project will generate approximately \$88,000 in tax increment throughout the remainder of the district life (until 2025).

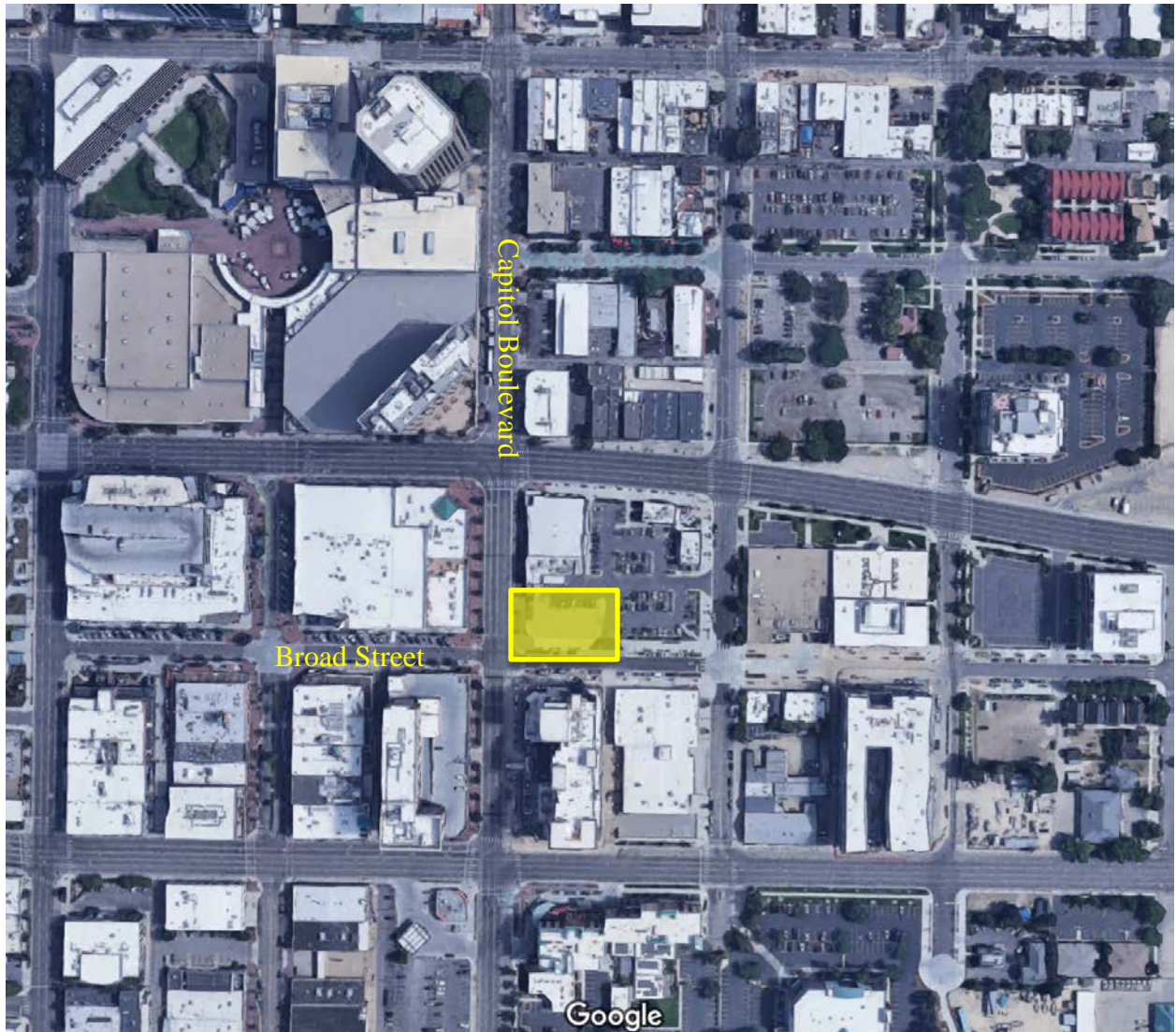
Staff Recommendation:

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

Suggested Motion:

I move to direct staff to negotiate a final Type 1 Participation Agreement with Hawkins Companies for future board approval.

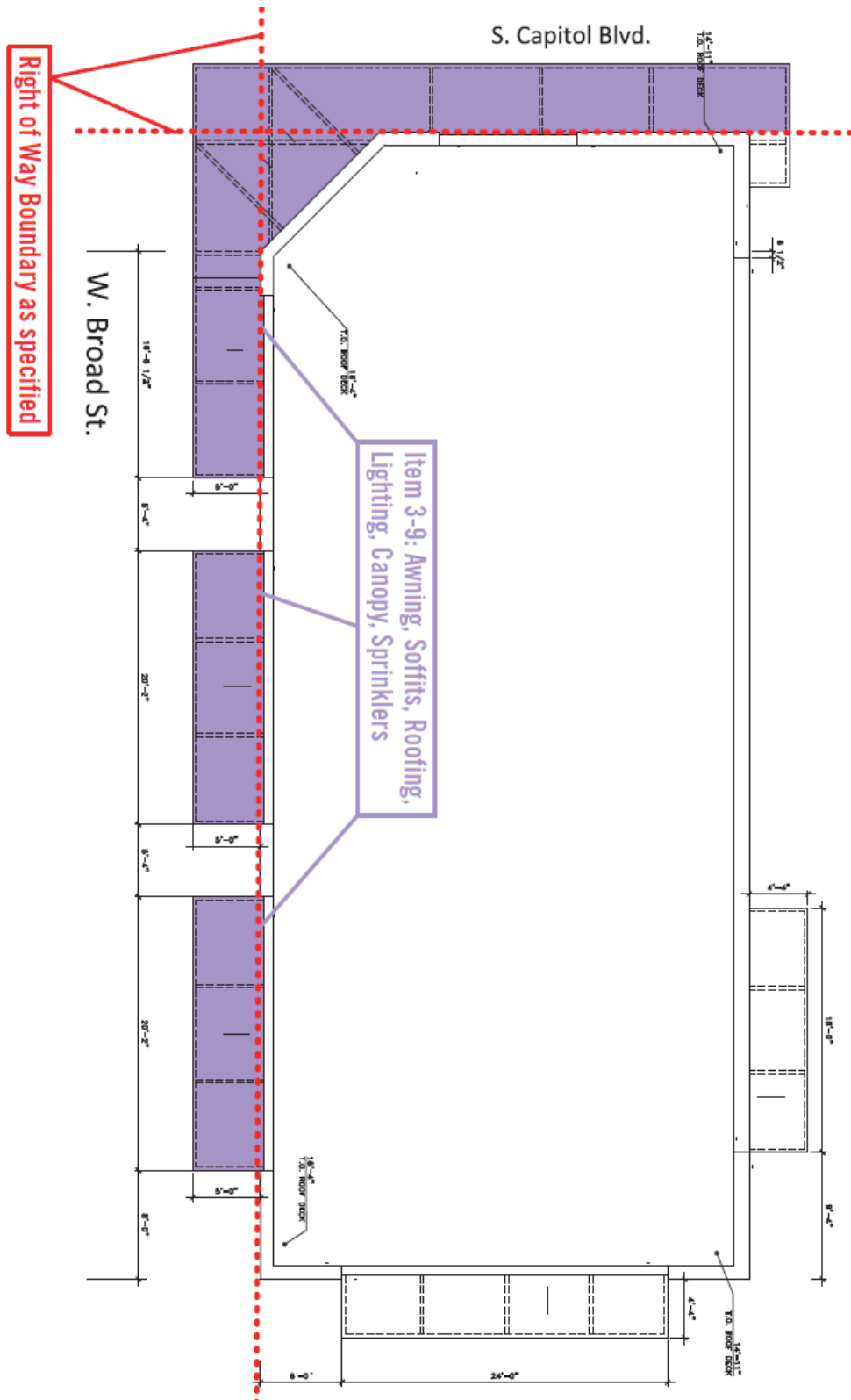
Attachment 1 – Site Map

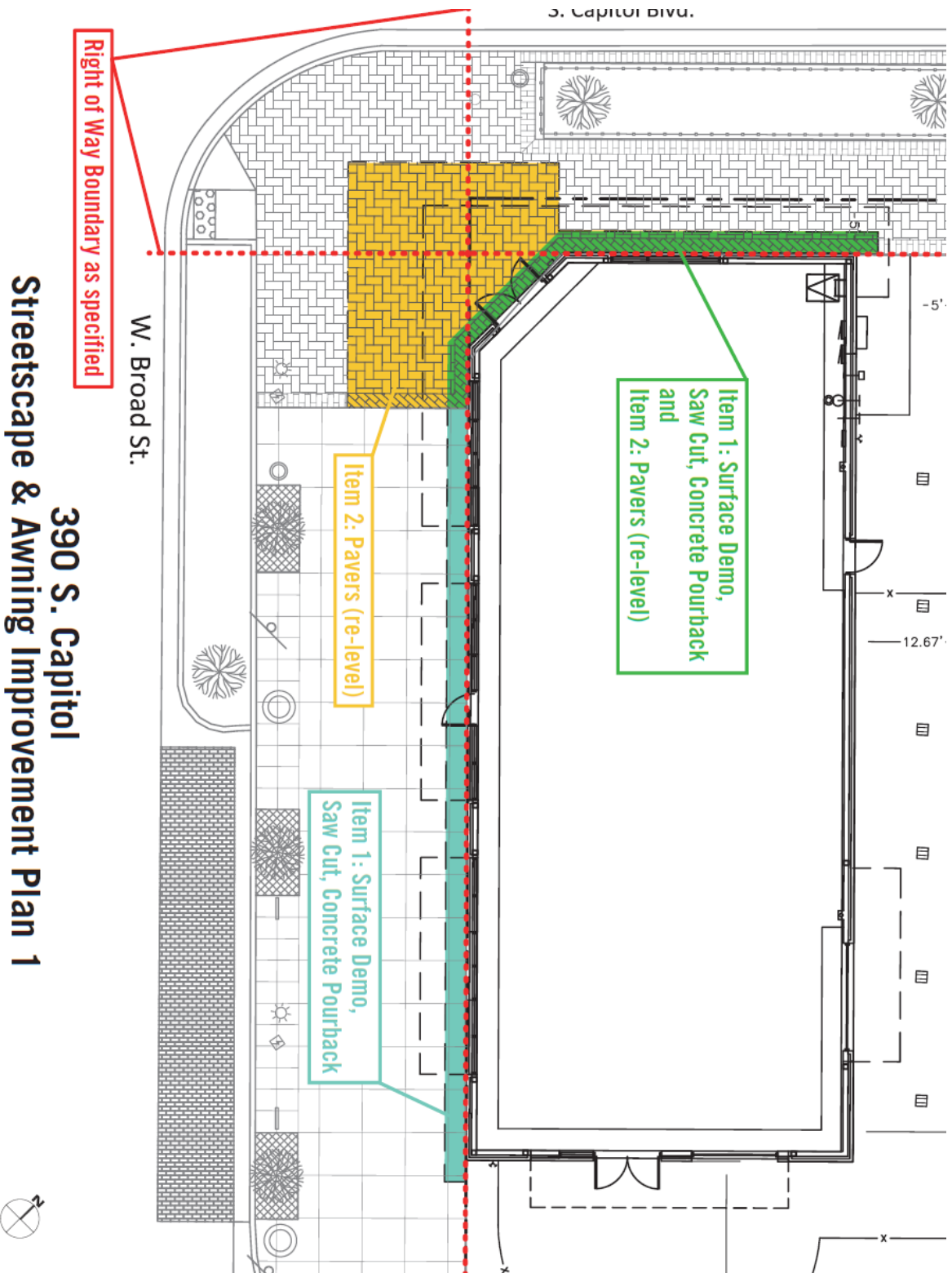


Attachment 2 – Rendering



Attachment 3 – Awning and Streetscape Plans





390 S. Capitol **Streetscape & Awning Improvement Plan 1**



AGENDA BILL

Agenda Subject: 323 Broad Street – The Cartee - Type Two Participation Agreement Designation with LocalConstruct (The Cartee Project, LLC)		Date: 2/11/2019
Staff Contact: Laura Williams	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review The Cartee as a project eligible to utilize the Type 2 General Assistance Participation Agreement and direct staff to continue negotiating a final agreement with The Cartee Project, LLC for future board approval.		

Background:

The Cartee is a 161-unit residential project being developed by LocalConstruct in downtown Boise. LocalConstruct currently owns and manages 900 apartment units in the Boise area including the Owyhee, The Fowler, and Watercooler. The Cartee will also include ground floor retail, live-work units, a 176-space parking garage, and amenities for the tenants (community center, gym, bike storage). The Cartee was approved by Design Review on January 10, 2019. The developer plans to begin construction this summer with an estimated completion of late 2021.

The parcel is currently vacant land in the River Myrtle-Old Boise URD and in Boise's Central Addition District. The project will be 8 floors with 7 live work units, 39 studios, 62 1-bedrooms, and 55 2-bed/2-bath units. Rents are planned to range from \$1,190 - \$2,400 (current value) depending on the unit type. The project will utilize Silva Cells, sustainable landscape features, and will connect to Boise's Geothermal heat for sidewalk snow melting capabilities.

The Cartee has requested designation for CCDC's Type 2 Participation Program, which is scored based on 10 categories. The project scores 146 points which is in the highest category - Level A. Level A scoring allows the project to receive 80% of its tax increment generated for up to 4 years. Although this project will meet CCDC's new definition of providing Mixed-Income/Workforce Housing, the project will not receive additional increment years, because the three year timeline of the reimbursement period will coincide with the final year of the District term in FY2025. However, initial estimates indicate that a substantial amount of the project's public improvements will be reimbursed within this timeframe.

The public improvements being constructed will include sidewalks/streetscapes on Myrtle and 4th, under-grounding utility lines in the alley, tapping into the geothermal line, paving the alley, and some asphalt patch back work on Broad and 4th streets. Broad Street will only require small updates, having been completely renovated in 2017 by CCDC.

In January, the CCDC Board approved the Updated Participation Program which includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

Project Summary and Timeline:

- Located on 4th and Broad
- 161 for-rent units
- 176 structured parking spaces
- \$48 million Total Development Costs
- January 11, 2019 – DR Approval
- February 2018 - Type 2 Agreement Finalize/Execute
- July 2019 - Construction Start
- November 2021 - Construction Complete
- Early 2022 - Developer submits costs for reimbursement
- 2023 - 2025 - T2 reimbursement

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of approximately \$1.2 million. Based on CCDC's Tax Increment generation equation, staff projects that the project will generate \$385,000 annually beginning in FY 2023. 80% of this will go towards Eligible Expenses. Assuming the project is complete in late 2021 and on the full tax roll in 2022, CCDC will reimburse the project for its Eligible Expenses from 2023-2025. The increment will pay back most if not all of the project's public improvements costs.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP amendment for FY '19-'23 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with The Cartee Project, LLC for future board approval.

Attachment 1 – Site Map



Attachment 2 – Images and Rendering

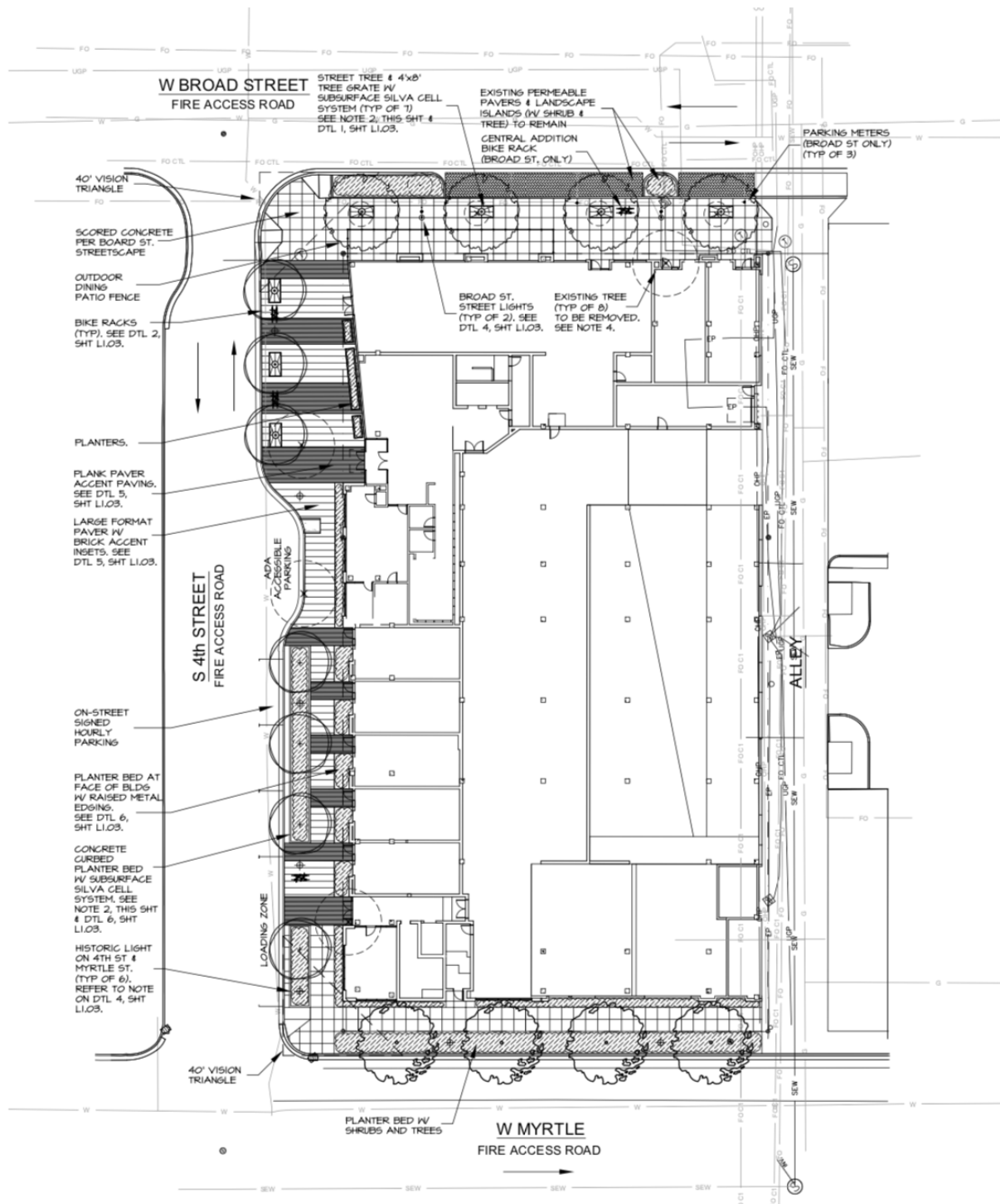


4th and Broad Street Corner



4th and Myrtle Street Corner

Attachment 3 – Landscape Plan (shows public improvements)





AGENDA BILL

Agenda Subject: Resolution 1588 approving an Option Agreement to Convey Property to City of Boise – 429 S 10 th Street	Date: 2/11/2019
Staff Contacts: John Brunelle, Executive Director Laura Williams, Project Manager Ryan Armbruster, Agency Legal Counsel	Attachments: 1. Resolution No. 1588 2. Draft Option Agreement
Action Requested: Adopt Resolution 1588 approving an Option Agreement to Convey 429 S 10 th Street to the City of Boise	

Background:

On October 5, 2001, CCDC acquired 429 S 10th Street. The parcel is .08 acres and was part of a land acquisition plan that contemplated several other parcels. Subsequently, the City of Boise acquired a .32 acre parcel to the southwest located on 11th and Miller which is currently undeveloped. Today CCDC's parcel is being used for temporary staging of materials, primarily bricks, for CCDC's capital projects.

In the past 5 years the agency has been focused on working through its property inventory through request for proposals for developable parcels and conveyance to public entities (i.e. remnants to the City of Boise) when appropriate.

Because this is a very narrow lot, developing 429 S. 10th Street independently seems likely to result in an underdeveloped and/or poorly designed block. Though a small project could be possible, the parcel may be better utilized in a collaborative effort with the City to advance general redevelopment goals of the Agency. Providing the City with an Option to Convey will enable the City to begin a focused effort to utilize the parcels with the goal to address Boise's housing affordability.

Details of the Option to Convey:

- 120 days for City's due diligence
- City will pay for any necessary studies/surveys/appraisals
- If Option is 'exercised' will convert to a Disposition and Development Agreement (DDA)
 - Ultimate Conveyance will require a plan that advances the Agency's redevelopment goals
 - DDA would be presented to Board for approval
- \$1 Consideration – applied to future purchase price
- If the option period ends before the City has determined a course of action, then CCDC would continue to retain ownership

Fiscal Notes:

The Agency would not require financial consideration for 429 10th Street from the City. In order to achieve the objectives of the Urban Renewal goals, and in accordance with Idaho Code §50-2015, the Agency is authorized to convey real property to the city without appraisal, public notice, bidding, or monetary compensation.

The City of Boise would fund any necessary due diligence on the property (appraisal, environmental, etc.), and the Agency would provide necessary permissions for access to the property.

Staff Recommendation:

That the Board find it in the best interest of the public and of the Agency to approve an Option Agreement to Convey 429 S. 10th Street to the City of Boise for the purposes described.

Suggested Motion:

I move to adopt Resolution No. 1588 approving the Option Agreement to Convey 429 S 10th Street to the City of Boise.

RESOLUTION NO. 1588

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, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING THE REAL ESTATE OPTION AGREEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO AND THE CITY OF BOISE CITY; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID REAL ESTATE OPTION AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR AND CHAIRMAN TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE REAL ESTATE OPTION AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REAL ESTATE OPTION AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

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

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street, Urban Renewal Project and Renamed River Myrtle – Old Boise Urban Renewal Project (the “First Amendment to the River Myrtle-Old Boise Plan”);

WHEREAS, following the public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area;

WHEREAS, CCDC owns that certain real property located in Ada County, Idaho, together with all improvements thereon and all rights and appurtenances pertaining thereto, which is legally described as Lot 30, Block 2 of A.O. Millers Addition to Boise City, located at 429 South 10th Street, Boise, Idaho (collectively, the “Property”);

WHEREAS, the City owns an adjacent parcel at 11th and Miller, Boise, Idaho;

WHEREAS, as allowed by Idaho Code § 50-2015(f), the City may acquire land from CCDC in accordance with the First Amendment to the River Myrtle-Old Boise Plan with or without consideration, provided the City commits to use the property for the purpose designated in the First Amendment to the River Myrtle-Old Boise Plan, commence the redevelopment of the property within a period of time which CCDC determines as reasonable and comply with other conditions CCDC may deem necessary to carry out the purposes under the Act;

WHEREAS, CCDC desires to grant to the City and the City desires to accept from CCDC, an option to purchase the Property upon the terms and conditions hereinafter set forth.

WHEREAS, CCDC legal counsel with cooperation from CCDC staff has prepared a Real Estate Option Agreement (the “Agreement”), between CCDC and the City, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full;

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

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

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

Section 2. That the Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted as to form recognizing technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Chair, Vice-Chair, or Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel and that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 11, 2019, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on February 11, 2019.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on February 11, 2019.

APPROVED:

By _____
Dana Zuckerman, Chair

ATTEST:

By _____
Ryan Woodings, Vice-Chair

4848-8664-1287, v. 1

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT (this “Agreement”) is entered by and between Capital City Development Corporation, an urban renewal agency and a public body, corporate and politic, of the State of Idaho (“CCDC”), as authorized under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, collectively referred to as the Law, and the City of Boise, a municipality organized under Title 50, Idaho Code (“the City”). CCDC and the City may each individually be referred to hereinafter as a “Party” or collectively as the “Parties,” as appropriate under the circumstances.

RECITALS

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

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

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street, Urban Renewal Project and Renamed River Myrtle – Old Boise Urban Renewal Project (the “First Amendment to the River Myrtle-Old Boise Plan”);

WHEREAS, following the public hearing, the City Council adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area;

WHEREAS, CCDC owns that certain real property located in Ada County, Idaho, together with all improvements thereon and all rights and appurtenances pertaining thereto, which is legally described as Lot 30, Block 2 of A.O. Millers Addition to Boise City, located at 429 South 10th Street, Boise, Idaho (collectively, the “Property”) and described on Exhibit A attached hereto;

WHEREAS, the City owns an adjacent parcel at 11th and Miller, Boise, Idaho;

WHEREAS, as allowed by Idaho Code § 50-2015(f), the City may acquire land from CCDC in accordance with the First Amendment to the River Myrtle-Old Boise Plan with or without consideration, provided the City commits to use the property for the purpose designated in the First Amendment to the River Myrtle-Old Boise Plan, commence the redevelopment of the property within a period of time which CCDC determines as reasonable and comply with other conditions CCDC may deem necessary to carry out the purposes under the Act;

WHEREAS, CCDC desires to grant to the City and the City desires to accept from CCDC, an option to purchase the Property upon the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of \$1.00 paid to CCDC by the City, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CCDC hereby grants and conveys to the City an option to purchase the Property on the following terms and conditions.

1. Option to Purchase.

1.1 Exercise of Option. So long as the City is not in breach of this Agreement, the City may elect to exercise the Option by giving thirty (30) days advance written notice to CCDC (the "City's Notice of Exercise"); provided, however, that the City's Notice of Exercise must be delivered to CCDC no later than one hundred twenty (120) days from the effective date of this Agreement ("Option Deadline"), and in such event Closing (defined below) shall occur within sixty (60) days after the City's Notice of Exercise.

1.2 Conversion to Disposition and Development Agreement. Upon proper and timely delivery of the City's Notice of Exercise to CCDC, this Agreement shall convert to a disposition and development agreement ("DDA") as to the Property and the Parties shall consummate such purchase and sale upon the terms and conditions set forth below.

1.3 Exclusivity. CCDC shall not sell any other option to purchase the Property to any person or entity, other than the City, prior to the Option Deadline.

2. Term. Unless the Option is timely and properly exercised on or before the Option Deadline, the Term of the Option shall expire and CCDC shall have no further obligation to the City.

3. Purchase Price. Upon proper exercise of the Option, the City shall purchase the Property from CCDC on the terms and conditions set forth herein and the purchase price (the "Purchase Price") for the Property shall be ***One and 00/100 Dollars (\$1.00)***.

4. Payment of Purchase Price. The Purchase Price shall be paid to CCDC at Closing.

5. Application of Option Consideration. If the City purchases the Property at Closing, the Option Consideration paid by the City shall be applied to the amount of the Purchase

Price due from the City. If the City does not purchase the Property, or if the Term of the Option expires without the City timely and properly exercising the Option, CCDC shall retain the Option Consideration.

6. Due Diligence. During the Option Period, the City shall complete its due diligence to determine how the Property may be redeveloped or integrated with other future development which will meet the objectives of the First Amendment to the River Myrtle-Old Boise Plan and the Law. Should the City provide notice to exercise the option, CCDC and the City shall immediately proceed to prepare a DDA which will provide details concerning the conveyance of the Property to the City including, but not limited to:

- Conditions of Title
- Environmental Issues
- Form of Deed for conveyance of the Property
- Any conditions or covenants related to the Property upon any additional conveyance or transfer
- Closing date
- Appropriate Representations and Warranties by both the City and CCDC

The City shall be responsible for expenses related to any required appraisal, survey, and environmental studies, etc. CCDC shall allow the City reasonable access to the Property to permit the City to inspect the Property and conduct any appropriate studies on the Property.

7. Broker Commissions. Neither the City nor CCDC has engaged a broker with respect to this transaction. To the extent any person or entity asserts a claim for any commission, fee or other consideration by reason of the transaction contemplated herein, which such claim is based upon statements or conduct of a Party to this transaction, then that Party shall indemnify and hold harmless the other Party to this Agreement from any and all costs (including attorney fees) or award resulting from such claim.

8. Assignment. Neither Party may assign its rights and duties hereunder without the prior written consent of the other Party.

9. Remedies. In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing Party will be that Party which was awarded judgment as a result of trial or which receives a payment of money from the other Party in settlement of claims asserted by that Party.

10. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall become effective when personally served upon the Party to be given such notice, or within five (5) days of posting by certified or registered mail, return receipt requested. Until notified otherwise in writing, the addresses and other contact information for any such notices shall be:

CCDC: Capital City Development Corporation
c/o John Brunelle, Executive Director
121 N. 9th Street, Suite 501
Boise, Idaho 83702

With a copy to: Elam & Burke, P.A.
Attn: Ryan P. Armbruster
P.O. Box 1539
Boise, Idaho 83701-1539

City: City of Boise
c/o Nic Miller
150 N. Capitol Blvd
Boise, ID 83702

11. Binding Effect. All covenants, conditions and terms of this Agreement shall be of benefit to and run with the Property and shall bind and inure to the benefit of the Parties hereto, and their respective heirs, devisees, legatees, executors, administrators, personal representatives, trustees, successors and permitted assigns. Nothing herein shall be construed to create, expressly or by implication, a partnership, joint enterprise, principal and agent, or the like, between the Parties.

12. Headings. The section headings herein have been inserted for convenience of reference only and shall not modify or restrict any of the terms or provisions of this Agreement. Unless otherwise expressly provided, or unless the context shall otherwise require, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender, and vice versa.

13. Integration and Modification. This Agreement integrates the complete and final agreement of the Parties, superseding all negotiations, prior discussions, and prior agreements and understandings related to such subject matter. Any waiver of the covenants, conditions, warranties or obligations contained herein or amendment of this Agreement must be in writing, dated subsequent to the Effective Date, and signed by each of the Parties. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by all Parties.

14. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and each of the Parties hereto irrevocably consents and submits to the jurisdiction of the state and federal courts of Idaho for adjudication of rights, obligations and interests arising pursuant to this Agreement.

16. Further Assurances. the City and CCDC hereby covenant to do and perform all such acts as are necessary, desirable or requested by another party to give full effect to the provisions of this Agreement.

17. Costs and Fees. In any suit, action or appeal therefrom to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

18. Time of the Essence. Time is of the essence of this Agreement and performance hereunder.

19. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original of this Agreement and which together shall constitute but one and the same instrument. Facsimile or e-mail transmission of any signed original document and retransmission of any signed facsimile or e-mail transmission shall be the same as the delivery of an original. At the request of either Party, the Parties shall confirm facsimile or e-mail transmitted signatures by signing an original document.

20. Termination Due to Inability to Agree on the DDA Terms. Upon termination of this Agreement at the expiration of the Option Term, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, the City shall not seek reimbursement for costs and expenses from CCDC, and CCDC shall not seek reimbursement for costs and expenses from the City.

21. No Recordation. In no event shall any Party record this Agreement, or any memorandum hereof, or otherwise encumber the Property by reason of this Agreement or the negotiations contemplated hereby.

22. Effective Date. The effective date of this Agreement shall be the date signed by the City.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

(signatures on following page)

CCDC:

Date

John Brunelle, Executive Director

THE CITY:

Date

Hon. David Bieter, Mayor

EXHIBIT A

Legal Description

A parcel of real property located in Ada County, Idaho, described as follows:

Lot 30 in Block 2 of A.O. Miller's Addition to Boise City, in Ada County, State of Idaho, according to the official plat thereof, filed in Book 1 of Plats at page 15.

A.O. MILLER'S ADDITION

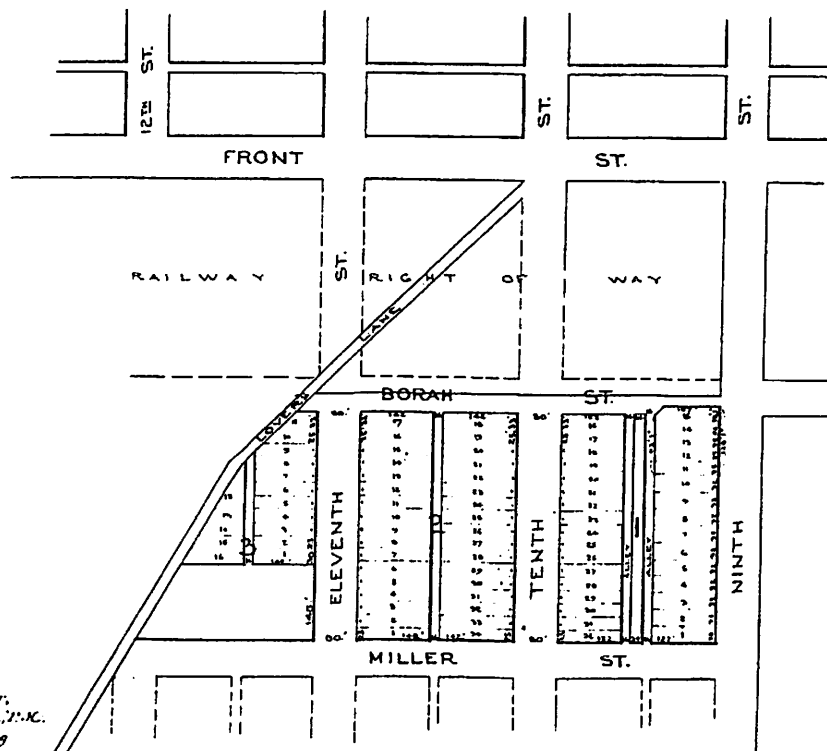
TO

BOISE CITY, IDAHO.

NOVEMBER, 1890.

SCALE 200 FT. TO 1 INCH.

Sec. 10, T. 3 N., R. 2 E.



Filed at request of A. O. Miller,
January 23, 1891, at 2.15 O'clock, P. M.
Sherman C. King
Co. of Surveyors and
for Ada Co.

Surveyed and drawn by E. B. Hesse, C. E.
County Surveyor, Ada Co.



AGENDA BILL

Agenda Subject: Resolution 1584 authorizing the Executive Director to execute a Cost Share/Type 4 Participation Agreement with ACHD for replacement of Gowen Road Bridge #2110 over the Boise Valley Railroad to install longer bridge span and fiber optic conduit		Date: February 11, 2019
Staff Contact: Matt Edmond	Attachments: 1) Resolution #1584 2) Project Diagram	
Action Requested: Adopt Resolution #1584 authorizing Executive Director to submit a cost share application and execute a Cost Share/Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110 over the Boise Valley Railroad to install longer bridge span allowing for a future public pathway and installation of fiber optic conduit.		

Background:

Staff first brought this item to the CCDC board at the January 14, 2019 board meeting. At that meeting, the CCDC board remanded the item to staff to gather more information on fiscal implications and opportunity costs of committing to this project at this time early stage of the new district.

The City of Boise approved the Urban Renewal Plan for the Gateway East Economic Development District Project Area by ordinance on December 18, 2018. The Gateway East Plan contemplates some \$100 million in public infrastructure improvements over 20 years, including a shared use pathway on the east side and adjacent to the Boise Valley Railroad and a telecommunications conduit bank along Gowen Road. The pathway is planned to run in close proximity to the Blue Valley community and could eventually connect from the existing path along Federal Way, under Interstate 84, under Gowen Road, and on to the future Lake Hazel extension while minimizing at-grade crossings with high volume, high speed arterial roadways. The conduit bank in Gowen Road is part of a larger effort to build out a network to provide ready access to high quality, low cost telecommunications service for users throughout the Gateway East District. This conduit network will be maintained and administered by the City of Boise.

Ada County Highway District will begin design work in early 2019 to replace the existing bridge on Gowen Road across the Boise Valley Railroad. This project, currently scheduled for construction in 2022, will replace the existing 2-lane bridge span with a 4-lane bridge span including bike lanes and sidewalks on both sides, as well as widening Gowen Road from 2 lanes to 5 lanes between Eisenman Road and Exchange Street.

The section of rail line under Gowen Road lies in a 100-foot wide right-of-way that is owned by Union Pacific Railroad (UPRR). By current policy, UPRR does not allow either bridge abutments

or recreational pathways to be built within its right-of-way. As such, ACHD plans to build a bridge minimally sufficient to span between abutments immediately on either side of the UPRR right-of-way. In order to accommodate a future shared use pathway adjacent to the UPRR right-of-way on the east side, ACHD has agreed to design and construct a longer bridge span (by approximately 14 feet) if CCDC enters into a cost share agreement to pay the additional construction costs associated with the longer bridge span. No additional design costs are anticipated for the longer bridge span however the actual construction costs will be higher.

This project also presents the opportunity to accomplish installation of fiber optic conduit along Gowen Road, in accordance with the Gateway East Plan. City of Boise Information Technology staff have requested installation of four (4) each 2-inch inside diameter conduits and vaults along Gowen Road, through the bridge deck between Eisenman Road and Exchange Street.

While the benefits of the conduit and longer bridge span may not be realized immediately upon completion of the bridge project, it is likely that undertaking such work after completion of the bridge project would cost substantially more than it would through a participation agreement with ACHD. Moreover, due to the 50-75 year design life of bridges, this will be the only opportunity to ensure a future pathway under Gowen Road is accommodated during the term of the Gateway East District.

Fiscal Notes

Staff estimates the cost of the longer bridge deck to be \$380,000; assuming \$260/square foot and some contingency; and the cost of installing conduit between Eisenman Road and Exchange Street to be \$65,000. The total additional costs, currently estimated at \$445,000, would be reimbursed based on actual costs as determined by bid results and subsequent construction of the project. Payment would be reimbursed to ACHD upon the completion of all construction in 2022.

The Economic Feasibility Study conducted as part of the Gateway East Plan estimated tax increment revenue available and projects that could be funded with that revenue during the first five years of the District. Adjustments to projects, scope, cost, and timing are permissible. As shown in **Table 1** below, the study anticipated frontage and utility upgrades around the Boise Gateway site in the first quarter (years 1-5), and the shared use pathway (Rail Trail) and Gowen conduit bank (part of Gowen Utility Upgrades) in the second quarter (years 6-10). Discussions with Boyer, the developer of Boise Gateway, suggest that while Freight St East (currently listed in the second quarter at \$748,000) will likely be needed in the first quarter, Holcomb Court & Utilities (currently listed in the first quarter at \$1,920,000) will not be necessary until a later phase of development, if ever. As such, deferring Holcomb Ct to a later quarter should make available tax increment revenue to pay for this cost share project as well as more urgent projects like Freight St East. See highlighted lines in table below.

Table 1: First Quarter (Years 1-5) Anticipated Projects and Proposed Revisions

Fiscal Year	Projects in Appendix V (Years 1-5 Original)	Project Costs	Years 1-5 Revised	Project Costs
2020	S. Eisenman Utilities, Phase 1	\$ 290,000	S. Eisenman Utilities, Phase 1	\$ 290,000
2021	S. Eisenman Utilities, Phase 2	\$ 969,000	S. Eisenman Utilities, Phase 2	\$ 969,000
2022	Eisenman Boise Gateway Frontage, Phase 1	\$ 1,656,000	Eisenman Boise Gateway Frontage, Phase 1	\$ 1,211,000
			Gowen Bridge Work*	\$ 445,000
2023	Eisenman Boise Gateway Frontage, Phase 2	\$ 1,311,000	Eisenman Boise Gateway Frontage, Phase 2	\$ 1,311,000
2024	Holcomb Court & Utilities	\$ 1,920,000	Eisenman Boise Gateway Frontage, Phase 3	\$ 445,000
			Freight St East*	\$ 748,000
			Open Space*	\$ 610,000
	Years 1-5 Original Total	\$ 6,146,000	Years 1-5 Original Total	\$ 6,029,000

* These costs are elements of projects anticipated to occur in the second quarter (years 6-10) in the Economic Feasibility Study.

Additionally, this agreement for Gowen Road would not impact CCDC's ability to enter into Type 2 participation agreements for public improvements that are funded through tax increment revenue after construction.

Next Steps:

- February 2019: CCDC submits cost share application, ACHD begins design work
- Spring 2019: CCDC and ACHD execute Cost Share/Type 4 Participation Agreement for CCDC-requested elements of project
- August 2019: CCDC adopts 2020-2024 CIP, including Gateway East District
- Early 2020: Design complete, Engineer's Estimate available
- August 2021: CCDC adopts FY2022 budget, including Gateway East District
- Winter 2021/2022: Project bidding and contract award
- Late 2022: Substantial completion, ACHD invoices CCDC for actual costs

Staff Recommendation:

Adopt Resolution #1584.

Suggested Motion:

I move to adopt Resolution #1584 authorizing Executive Director to submit a cost share application and execute a Cost Share/Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110 over the Boise Valley Railroad to install longer bridge span and fiber optic conduit.

RESOLUTION NO. 1584

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT A COST SHARE APPLICATION TO THE ADA COUNTY HIGHWAY DISTRICT AND THEREAFTER NEGOTIATE AND EXECUTE A COST SHARE PARTICIPATION AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR SHARED CONSTRUCTION COSTS OF GOWEN ROAD BRIDGE #2110 AND ANY NECESSARY DOCUMENTS OR AGREEMENTS SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE COST SHARE PARTICIPATION AGREEMENT OR 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").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing to consider the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, the Gateway East District Plan contemplates \$100 million in public infrastructure improvements, including a shared use pathway adjacent to the Boise Valley Railroad, in order to promote active transportation in the Gateway East Urban Renewal District (the "District"); and,

WHEREAS, the Gateway East District Plan also contemplates a conduit bank along several major roadways in the District, including Gowen Road, for the extension of multiple fiber optic networks to current and future land uses within the District; and,

WHEREAS, the Ada County Highway District will begin design work in February 2019 to replace the 2-lane Gowen Road Bridge #2110 across the Boise Valley Railroad with a 4-lane bridge with bike lanes and sidewalks (the "Project"), in addition to widening Gowen Road between Eisenman Road and Exchange Street, all within the District; and,

WHEREAS, in order to accommodate a future shared use pathway adjacent to the Union Pacific Railroad right-of-way, the Ada County Highway District has agreed to design and construct a longer bridge span for Gowen Road Bridge #2110 if the Agency enters into a cost share agreement to pay the additional construction costs associated with that longer span; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the Cost Share Application and to execute the Cost Share Participation Agreement for construction of the Project once negotiations are finalized by the parties.

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 Cost Share Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and the Cost Share Participation Agreement, a draft copy of which is attached hereto as Exhibit B and incorporated herein by reference, be and the same are hereby approved.

Section 3: That the Agency Executive Director is authorized and directed to submit a Cost Share Application, attached to this Resolution as Exhibit A, to the Ada County Highway District for the construction project at Gowen Road Bridge #2110.

Section 4: That the Agency Executive Director is authorized and directed to negotiate and execute a Cost Share Participation Agreement, attached to this Resolution as Exhibit B, for the construction project at Gowen Road Bridge #2110, once finalized with the Ada County Highway District, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to those actions have been met; and further, any necessary technical changes to the Cost Share Participation Agreement or other documents are acceptable upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 11, 2019, Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Cost Share Participation Agreement and to perform any and all other duties required pursuant to said Agreements.

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 February 11, 2019. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Ryan Woodings, Vice Chair

EXHIBIT A to RESOLUTION NO. 1584 - COST SHARE APPLICATION



**ADA COUNTY HIGHWAY DISTRICT
PARTNERING AGENCY
COST SHARE APPLICATION**

Important Notes:

- Please refer to the Ada County Highway District Cost Share Ordinance No. 215, a copy of which is attached to this Cost Share Application. Capitalized terms that are not defined in this Cost Share Application have the meanings given to them in the Cost Share Ordinance.
- Applicants may submit attachments with this application with answers to questions requiring more space than is provided below.
- No application shall be deemed to have been approved unless and until ACHD issues a Cost Share Permit.
- Pursuant to the terms of the Cost Share Ordinance, ACHD will not approve any Cost Share Application that does not comply with the Cost Share Ordinance. Additional reasons for denial include, but are in no way limited to, considerations of economics, the impact on project costs, availability of ACHD staff and resources, anticipated project schedules, availability of land acquisitions, noncompliance with any issued Cost Share Permits or other permits or applicable law and the authority of ACHD and/or the Partnering Agency, or other feasibility issues. Applications that are not submitted timely in relation to ACHD's project schedule may be rejected.

1. Applicant Name. Name of Partnering Agency

Capital City Development Corporation

2. Partnering Agency Contact. Name of individual at the Partnering Agency to whom all correspondence and notifications with regard to this Cost Share Application should be directed

Matt Edmond, Project Manager, 208-384-4264, medmond@ccdcboise.com

3. Date. Date of Application

14 January 2019

4. Prior Applications. If this Cost Share Application relates to the same ACHD Road Project that is the subject of a prior Cost Share Application(s), please indicate the date(s) of the prior applications and attach them with this Application.

NA

5. Notice of Interest. If the Partnering Agency has previously provided ACHD with notice of its interest to include Non-Transportation Components in the ACHD Road Project, please summarize the contents of that notice (including date(s)) and any relevant discussions and correspondence with ACHD.

On December 12, 2018, ACHD PM Brian McCarthy met with Matt Edmond (CCDC), Zach Piepmeyer (Boise PDS), Sean Keithly (Boise PW) and Adam Reno (Boise IT) to discuss the prospect of running conduit in the bridge deck and along Gowen Road, and extending the bridge span to accommodate a future multi-use path along the rail line adjacent to the UPRR right-of-way and/or accommodating a second track.

6. ACHD Road Project. Identify the ACHD Road Project to which this Cost Share Application applies.

Gowen Road Bridge #2110 (Project No. 218049)

7. Proposed Non-Transportation Components. Describe the Non-Transportation Component(s) the Partnering Agency proposes by this Application to include in the ACHD Road Project. Include as much detail as is currently available regarding the design, location, and other information about the Non-Transportation Component(s). If any design or concept plans or drawings are available, attach them to this Application.

1. Extend of the existing bridge span by approximately 14' to accommodate a future shared use pathway on the east side of the UPRR right-of-way under Gowen Road.
2. Place of four (4) 2" inside diameter PVC conduits through the bridge deck and along Gowen Road between Exchange Street and Eisenman Road for future placement of fiber-optic and telecommunications facilities. Terminate the conduit in junction boxes on the east side of Exchange and the west side of Eisenman and label all conduit openings within junction boxes with "PROPERTY OF CITY OF BOISE"

8. Authority. Summarize the authority and jurisdiction of the Partnering Agency, under applicable state, federal, and/or local law, over the Non-Transportation Components.

IC 50-2007(b)
IC 50-328

9. Design. Identify the party (ACHD or the Partnering Agency, or both) that will be responsible for the design of the proposed Non-Transportation Components. If both parties are responsible for part of the designs, please indicate, in detail, their respective responsibilities.

ACHD Design Consultant to include proposed improvements in the construction bid documents.

- a. If ACHD is responsible for the design of all or a part of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 10 below.)

Design costs of longer bridge span and installation of conduit are incidental to the overall project design.

- b. If the Partnering Agency is responsible for all or a part of the design of the proposed Non-Transportation Components, provide a deadline by which the Partnering Agency will submit the design to ACHD for approval: NA, 20 . Also, by submitting this Application, the Partnering Agency certifies the following:

i. All designs submitted by the Partnering Agency will comply with (i) established engineering standards, including the American Association of State Highway and Transportation Officials ("AASHTO") guidelines, (ii) the Cost-Share Ordinance, (iii) all adopted ACHD rules, regulations, and policies, and (iv) all state and federal laws.

ii. No designs shall be considered final until they are approved, in writing, by ACHD.

10. Design Costs. Pursuant to the Cost-Share Ordinance and applicable law, all Road Project design costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any redesign costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project shall be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable design costs and (if applicable) any redesign costs for which the Partnering Agency will be responsible. Include any credits applicable to the calculation. Also, if any federal funds are available for any Non-Transportation Components, please specify those funds and how they are to be allocated:

Design costs of longer bridge span and installation of conduit are incidental to the overall project design.

No re-design costs anticipated.

11. Construction. Identify the party (ACHD or the Partnering Agency, or both) will be responsible for the construction of the proposed Non-Transportation Components. If both parties are responsible for part of the construction, please indicate, in detail, their respective responsibilities.

ACHD to procure contractor during normal bidding of Cloverdale project. ACHD Contractor to install all conduit and junction boxes

- a. If ACHD is responsible for all or a part of the construction of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 12 below.)

Following construction, ACHD to submit a single invoice for the full construction cost of improvements.

- b. By submitting this Application, the Partnering Agency certifies that the Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

By submitting this Application, the Partnering Agency certifies the following:

- i. The Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction of the Non-Transportation Components.
- ii. The Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

12. Construction Costs. Pursuant to the Cost-Share Ordinance and applicable law, all Road Project construction costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any reconstruction costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project must be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable construction costs and (if applicable) any reconstruction costs for which the Partnering Agency will be responsible, documenting any credits applicable to the calculation:

Additional bridge span length (approximately 14') necessary to accommodate future shared use path underneath.

Conduit + Junction Box procurement and installation costs

13. Maintenance. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this application, the Partnering Agency hereby certifies that it will be solely responsible for perpetually replacing, maintaining, and caring for the Non-Transportation Components pursuant to the terms of the Cost Share Permit. The Partnering Agency also certifies that if the Partnering Agency

fails to replace, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives the Partnering Agency thirty (30) days notice and the Partnering Agency fails to remedy such failure: (i) ACHD may revoke the Partnering Agency's Cost Share Permit for the Non-Transportation Components; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components and the Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or in the case of landscaping, Hardscape over the Non-Transportation Components, and the Partnering Agency shall reimburse ACHD fully for all associated costs, and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until the Partnering Agency complies with the conditions of the Cost Share Permit. In addition, in the event of an emergency caused by the Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and the Partnering Agency shall reimburse ACHD fully for all associated costs.

14. Acquisition of Real Property. Specify any real property that must be acquired to accommodate the inclusion of the Non-Transportation Components into the Road Project, and indicate how and when the Partnering Agency will acquire, pay for, or dedicate such real property. If the Partnering Agency is responsible for obtaining the real property, also indicate whether the real property will be deeded and/or dedicated to ACHD in connection with the Road Project. Please attach all relevant legal descriptions to this application, if available, or, if not available, a complete description and/or depiction of the real property.

No additional right-of-way is required.

15. Relocation of Utilities. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that it will be solely responsible for the relocation, or the cost of the relocation, of any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components. Describe the utilities that will or may need to be relocated in connection with the Road Project. Also, identify which party (ACHD or the Partnering Agency) will be responsible to relocate the utilities: (Please note that ACHD may require, as a condition of issuing any Cost-Share Permit, that the Partnering Agency shall be responsible for the relocation of any utilities.)

No utility relocations anticipated.

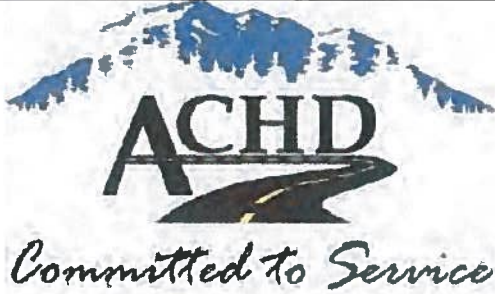
16. Effect on Stormwater Quality. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that upon a determination by ACHD that the incorporation into the Road Project of the Partnering Agency's Non-Transportation Component(s) will have an adverse affect on stormwater quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effected in a means determined by or acceptable to ACHD.
17. Additional Certifications by Partnering Agency. By submitting this Cost Share Application, and upon its approval by ACHD, the Partnering Agency hereby certifies and agrees as follows:
- a. Indemnification. The Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of the Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components, the representations and certifications set forth in this Cost Share Application, the terms of any issued and accepted Cost Share Permit, and the exercise of any privileges or performance of any obligations by the Partnering Agency upon the grant of approval of this application by ACHD.
 - b. Costs/Expenses. In the event of a Partnering Agency's failure to comply with the terms and certifications made in this Cost Share Application or any issued and accepted Cost Share Permit, the Partnering Agency shall be solely responsible for all costs, damages, expenses, including, without limitation, all attorney fees, incurred by ACHD.
 - c. Compliance with Law. In the event that any part of the obligations of the Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of the Partnering Agency set forth in this Cost Share Application shall still be applicable.
 - d. Adherence to Project Schedule. ACHD will, pursuant to the terms of any issued Cost Share Permit, provide a schedule for completion of the Non-Transportation Components. To the extent that the Partnering Agency is responsible for all or any part of the construction of the Non-Transportation Components, the Partnering Agency agrees to comply with the schedule set forth in the Cost Share Permit.
 - e. Revocation of Rights by ACHD. ACHD shall at all times have the right to (i) maintain, relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs; (ii) revoke any Cost Share Permit granted to the Partnering Agency to access any Highway or Public Right-of-Way; and (iii) immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case, the Partnering Agency shall reimburse ACHD fully for all associated costs. ACHD shall use best efforts to provide the Partnering Agency with advance notice before taking any of these steps.

Signature/Certification of Applicant

The person signing below represents that he or she has the authority on behalf of the Partnering Agency to submit this Application and bind the Partnering Agency to the representations and certifications set forth herein.

Name: Matt Edmond
Position: Project Manager
Date: 14 January 2019

**ADA COUNTY HIGHWAY DISTRICT
COST SHARE PERMIT**

	3775 Adams Street Garden City Idaho 83714 Phone (208) 387-6280 Facsimile (208) 387-6289	ACHD Contact Person: Name: David Rader 3775 Adams Street Garden City Idaho 83714 Phone: (208) 387-6249
Date of Permit: _____, 2018	ACHD Project No.:	Permit No.:

**Capitalized terms that are not defined in this Permit shall have the meanings given to them in the
ACHD Cost Share Ordinance No. 215.**

I. PARTNERING AGENCY INFORMATION

This permit is granted to: _____ 	Partnering Agency Contact Person: _____
	Phone: _____ Email: _____

II. ROAD PROJECT AND APPROVED NON-TRANSPORTATION COMPONENTS

Name/Location of ACHD Road Project:
Approved Non-Transportation Components: Pursuant to this Permit, ACHD authorizes, and, as a condition of issuing this Permit, requires, the following Non-Transportation Components:

III. ACQUISITION OF RIGHT-OF-WAY

Conditions of acquisition/contribution of real property by Partnering Agency and/or reimbursement to ACHD by Partnering Agency for acquisition of real property:

IV. DESIGN OF NON-TRANSPORTATION COMPONENTS

Party responsible for obtaining plans/design for Non-Transportation Components:

If Partnering Agency is responsible for providing plans/designs, deadline for submitting plans/designs to ACHD for approval:

Allocation of design costs for Non-Transportation Components (including, if applicable, any credits provided to Partnering Agency and application of any federal funding) and time for reimbursement, if applicable:

V. CONSTRUCTION OF NON-TRANSPORTATION COMPONENTS

Description of construction work approved by ACHD to be completed by Partnering Agency (if applicable): (In addition to description, refer to designs and plans attached to this Permit as Exhibits, if applicable. If designs and plans are not complete at the time of

issuance of this Permit, they must be approved in writing by ACHD and shall thereafter be incorporated into this Permit.)

If Partnering Agency is responsible for all or a part of the construction of the Non-Transportation Components:

a. Date for submitting Partnering Agency's contractors and engineers to ACHD for approval:

b. Date for submitting Partnering Agency's contractors' and engineers' estimates to ACHD for approval:

c. Date for submitting Partnering Agency's contractors' and engineers' contracts to ACHD for approval:

Any modifications to the deadlines set forth above must be approved in writing by ACHD.

Allocation of construction costs for Non-Transportation Components, reconstruction costs of Transportation Components necessitated by the incorporation of Non-Transportation Components into the Road Project, ACHD construction, maintenance, administration, and overrun costs (including, if applicable, any credits provided to Partnering Agency and application of any federal funding), and time for reimbursement, if applicable:

Partnering Agency shall be solely responsible for all construction costs for the Non-Transportation Components. Partnering Agency shall reimburse ACHD for the actual cost of all materials used and any other actual costs associated with the construction and installation of the Non-Transportation Components. Payment by Partnering Agency shall be made to ACHD within 30 days following submission of an invoice by ACHD to Partnering Agency identifying the work performed and charges incurred.

Relocation of utilities to be completed by Partnering Agency (if any):

It is anticipated that the placement, incorporation, and construction of the Non-Transportation Components will not necessitate the relocation of any utilities, and ACHD's contractor(s) shall make every effort to avoid utility relocation due to the Non-Transportation Components. However, in the event that utility relocation is unavoidable due to the Non-Transportation Components, Partnering Agency shall be solely responsible for the cost of such relocation.

Storm water provisions (if applicable):

Schedule for completion of Road Project:

VI. MAINTENANCE OF NON-TRANSPORTATION COMPONENTS

Maintenance requirements of Non-Transportation Components by Partnering Agency:

Additional conditions:

- 1. This Permit does not extend to Partnering Agency the right to use any part of the ACHD Road Project area to the exclusion of ACHD for any use within its jurisdiction, authority, and discretion or of others to the extent authorized by law.*
- 2. In accessing any part of the Road Project that has been accepted as an open public highway (as the term "highway" is defined in Idaho Code Section 40-109(5)), Partnering Agency's authorized use is subject to the rights of the public to use the highway.*
- 3. The rights granted hereunder are subject to and subordinate to the rights of holders of easements of records and the statutory rights of utilities to use the right-of-way.*
- 4. This Permit does not preclude or impede the ability of ACHD to enter into or grant easements or license agreements allowing third parties to access the Road Project area, or the ability of ACHD to redesign, reconstruct, relocate, maintain, and improve the Road Project and right-of-way as it determines necessary, in its sole discretion.*
- 5. In consideration of the license granted by this Permit, Partnering Agency expressly covenants and agrees that the license granted herein is temporary and merely a permissive use of the ACHD right-of-way pursuant to the terms of this Permit. Partnering Agency assumes the risk that the license granted herein may be terminated before Partnering Agency has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Non-Transportation Components, and by signing and accepting this Permit, Partnering Agency hereby waives and estops itself from asserting any claim, including damages or reimbursement, that the license is in any way irrevocable because Partnering Agency has expended funds on the Non-Transportation Components and the Permit has not been in effect for a period sufficient for Partnering Agency to realize the economic benefit from such expenditures.*

6. In the event Partnering Agency fails to replace, repair, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives Partnering Agency 30 days' notice and Partnering Agency fails to remedy such failure: (i) ACHD may revoke this Permit; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components, and Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or reconstruct the Non-Transportation Components or any part of the ACHD Road Project (including without limitation the right-of-way), and Partnering Agency shall reimburse ACHD fully for all associated costs; and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until Partnering Agency complies with the conditions of the Permit. In addition, in the event of an emergency caused by Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and Partnering Agency shall reimburse ACHD fully for all associated costs.

VII. TERM

Term of Permit:

VIII. ADDITIONAL PROVISIONS APPLICABLE TO PROJECT

Additional provisions:

This Permit provides the terms upon which the incorporation of the Non-Transportation Components into the Road Project are approved and supersedes any conflicting terms in Partnering Agency's Cost Share Application.

IX. GENERAL CONDITIONS OF PERMIT

1. This Permit is issued conditioned upon Partnering Agency's compliance with ACHD's Cost Share Ordinance No. 215 and all certifications made by Partnering Agency pursuant to this Permit.

2. This Permit is subject to the provisions of state and federal law and ACHD's Cost Share Ordinance No. 215, in effect as of the date of issuance of this Permit (the "Applicable Law"). In the event of any conflict between this Permit and Applicable Law, Applicable Law shall govern. In the event that any part of the obligations of Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of Partnering Agency set forth in this Permit shall still be applicable. Future amendments and restatements of the Cost Share Ordinance shall not be applicable to this Permit.
3. If any portion of the ACHD Road Project (including without limitation any portion of the right-of-way) is damaged as a result of Partnering Agency's action or inaction with regard to the construction, operation, and/or maintenance of the Non-Transportation Components or the failure or neglect to construct, operate, and/or maintain the Non-Transportation Components, then Partnering Agency shall, at its sole cost and expense, correct such deficiency and restore the area to the same condition it was in prior thereto, and if Partnering Agency or its successors or assigns shall fail or neglect to commence such correction and restoration within 24 hours of notification thereof, ACHD may proceed to do so, in which event Partnering Agency shall reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.
4. Partnering Agency shall be liable to ACHD for any and all damages, fines, fees, obligations to third parties, costs, expenses, attorney fees, or any other liabilities whatsoever resulting from Partnering Agency's failure to comply with any provision of this Permit and/or Cost Share Ordinance No. 215. Without limiting the foregoing in any manner, in the event Partnering Agency fails to comply with any provision of this Permit, then following any applicable notice and opportunity to cure set forth herein, ACHD shall have the right, in addition to all other rights and remedies elsewhere in this Permit, to redesign, replace, and/or reconstruct the Non-Transportation Components and/or the right-of-way underlying the Non-Transportation Components, and in such event, Partnering Agency shall reimburse ACHD for all associated costs. The obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.
5. Partnering Agency may delegate any of its responsibilities hereunder to any third party so long as it gives prior written notice to ACHD that specifies in detail what responsibilities are being delegated and identifies the third party. Notwithstanding any delegation to a third party, Partnering Agency shall remain and shall be ultimately responsible for the third party's compliance with the terms of this Permit, and no delegation shall absolve Partnering Agency of any duties or obligations of this Permit in any way. In addition, Partnering Agency fully assumes all legal risks of determining whether any such delegation is proper under applicable law and/or regulations, and shall not be absolved of any responsibilities under this Permit if it is unable to complete or maintain any such delegation for any reason.
6. Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components and the exercise of any privileges or performance of any obligations by Partnering Agency pursuant to the terms of this Permit. Partnering Agency's obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.
7. In the event the Non-Transportation Components will or may necessitate future maintenance,

repair, relocation, or replacement that is not the subject of this Permit, ACHD shall in its discretion issue Partnering Agency an amended or an additional Cost Share Permit to perform such work.

8. ACHD shall at all times have the right to relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project. ACHD will use its best efforts to advise Partnering Agency of any anticipated actions within the Road Project that would be likely to cause a relocation, modification, or other adaptation of any of the Non-Transportation Components, and the parties, to the extent reasonably possible, shall agree to a priority schedule regarding the same and shall attempt to cooperate with respect to planning and coordination as related to any such relocation, modification, or other adaptation of any of the Non-Transportation Components. If ACHD ultimately determines that any part of the Road Project must be relocated, reconstructed, removed, or redesigned, then Partnering Agency, at its sole cost and expense, shall be responsible for relocating, reconstructing, removing, or redesigning the Non-Transportation Components, as required by ACHD, which shall be accomplished by Partnering Agency according to designs, plans, and specifications approved by ACHD in writing prior to any such work. Partnering Agency may also elect to remove all or a part of the Non-Transportation Components in lieu of any relocation, modification, or adaptation or to terminate this Permit as set forth in Section IX.10 below. Partnering Agency assumes any and all costs incurred by itself and ACHD relating to any future relocation of the Non-Transportation Components.
9. ACHD shall at all times have the right to revoke this and any other Cost Share Permit granted to Partnering Agency to access any Highway or Public Right-of-Way. In addition, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case Partnering Agency shall reimburse ACHD fully for all associated costs.
10. This Permit shall immediately be revocable and/or cancelable by ACHD by providing written notice to Partnering Agency upon the occurrence of any of the following: (i) a determination by ACHD that any of the information submitted by Partnering Agency in the Cost Share Application is false or inaccurate in any manner; (ii) a determination by ACHD that Partnering Agency has failed to comply with any term or provision of this Permit or any other permit granted by ACHD to Partnering Agency; or (iii) a determination by ACHD that Partnering Agency has failed to replace, maintain, and/or care for the Non-Transportation Components as required by the terms of this Permit. Except in an emergency situation, ACHD shall provide Partnering Agency with 30 days' prior written notice of the issue and an opportunity to comply prior to exercising such rights. Upon 60 days' prior written notice to ACHD, Partnering Agency may terminate this Permit, in which case the end-of-term conditions in Section VII shall apply.
11. The issuance of this Permit shall in no way obligate ACHD to provide Partnering Agency with additional permits or rights, nor shall ACHD be obligated to utilize provisions or rights set forth in this Permit in connection with additional permits or rights that it may elect to provide to Partnering Agency in the future.
12. All exhibits and any addenda to this Permit are incorporated herein.
13. This Permit is conditioned upon the signature of ACHD and Partnering Agency below.

SIGNATURES

This Cost Share Permit is issued by the Ada County Highway District on the date set forth above:

Ada County Highway District:

The person signing below represents that he or she has the authority on behalf of ACHD to issue this Permit and bind ACHD to the terms set forth herein.

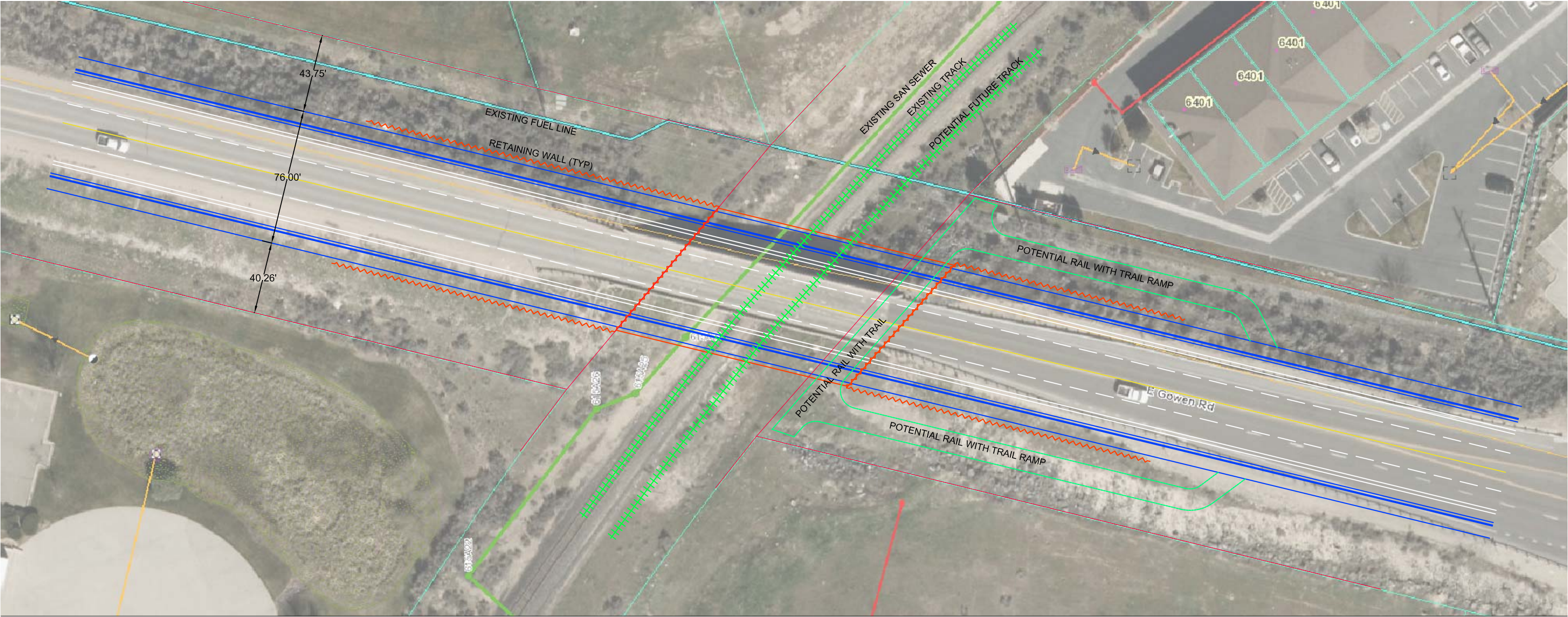
By: Bruce S. Wong
Its: Director

Acceptance/certification by Partnering Agency: The person signing below represents that he or she has the authority on behalf of Partnering Agency to accept and agree to the terms of this Permit and bind Partnering Agency to the terms set forth herein.

By:
Its:

Exhibits

Exhibit A Project Plans





AGENDA BILL

Agenda Subject: Resolution #1590 Approval of an Interagency Agreement with City of Boise Department of Arts & History for a Type 4 Participation Agreement for the 2019 Traffic Signal Box Art Wraps.		Date: February 11, 2019
Staff Contact: Karl Woods Mary Watson	Attachments: 1. Resolution #1590 2. Type 4 Participation Agreement	
Action Requested: Adopt Resolution #1590 approving and authorizing the execution of a Type 4 Participation Agreement for the 2019 Traffic Signal Box Art Wraps with City of Boise, Department of Arts & History.		

Fiscal Notes:

RMOB - \$14,600 / 7 boxes
Westside - \$19,200 / 9 boxes
30th Street - \$17,000 / 8 boxes
Total - \$50,800

Background:

The City of Boise Department of Arts & History works in partnership with the Ada County Highway District on a program to cover traffic utility boxes within the City of Boise with artwork that is printed on vinyl and applied to the boxes.

In partnership with the Capitol City Development Corporation (CCDC), the City of Boise's Department of Arts & History has identified twenty-four traffic utility boxes located within CCDC's urban renewal districts and requests funding for the artist design, \$1,000 per box, and the fabrication and installation of the vinyl wrap, \$1,000.00 - \$1,200.00 per box).

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve execution of the Type 4 Participation Agreement with City of Boise Department of Arts & History for the 2019 Traffic Signal Box Art Wraps.

Suggested Motion:

I move to adopt Resolution #1590, approving and authorizing the execution of a Type 4 Participation Agreement for the 2019 Traffic Signal Box Art Wraps with City of Boise, Department of Arts & History.

RESOLUTION NO. 1590

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR ART WRAPS ON TRAFFIC BOXES IN THE RIVER MYRTLE-OLD BOISE, WESTSIDE, AND 30TH STREET URBAN RENEWAL DISTRICTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND ATTEST SAID TYPE 4 AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE TYPE 4 AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES SUBJECT TO CERTAIN CONDITIONS; 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").

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan de-annexing certain parcels from the existing revenue allocation area 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 City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan (“First Amendment to the 30th Street Plan”), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

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

WHEREAS, the Agency funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and,

WHEREAS, having partnered for public art in prior years, the Agency and the City now wish to memorialize their collaboration for public art in downtown Boise for Fiscal Year 2019; and,

WHEREAS, the City manages public art projects for itself and on behalf of the Agency; and,

WHEREAS, the City has identified twenty-four (24) traffic signal boxes to receive art wraps and will select and contract with artists to create and install the wraps in Fiscal Year 2019; and,

WHEREAS, the Agency has budgeted \$50,800 of Agency funds in Fiscal Year 2019 for twenty-four (24) individual traffic signal box art wraps located in the River Myrtle-Old Boise, Westside, and 30th Street urban renewal districts; and,

WHEREAS, staff from the Agency and the City negotiated a Type 4 Capital Improvement Contribution Agreement for the twenty-four (24) traffic signal box art wraps, attached hereto as Exhibit A, whereby the Parties agree they will collaborate in order to achieve the desired objectives, all in accordance with CCDC’s Participation Program; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the Type 4 Capital Improvement Contribution Agreement.

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 Type 4 Capital Improvement Contribution Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted.

Section 3: That the Executive Director is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that there is no default under the Agreement and that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 11, 2019 Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice-Chair to the Agency Board of Commissioners on February 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Ryan Woodings, Vice-Chair

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT

2019 TRAFFIC SIGNAL BOX ART WRAPS

THIS TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the city of Boise City, also known as the Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and the city of Boise City, Idaho, an Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

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

WHEREAS, having partnered in prior years, CCDC and the City now wish to memorialize their collaboration for public art in downtown Boise for Fiscal Year 2019; and

WHEREAS, CCDC funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and

WHEREAS, the City manages public art projects on behalf of CCDC; and

WHEREAS, the City has identified twenty-four (24) traffic boxes to receive art wraps and will select and contract with artists to create and install the wraps in FY19; and

WHEREAS, CCDC has budgeted \$50,800 of Agency funds in Fiscal Year 2019 for twenty-four (24) individual traffic signal box art wraps; and

WHEREAS, CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

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 is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction and installation of public improvements on specific traffic signal boxes.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) September 30, 2019, whichever comes first.

4. **Art Selection.** The Parties will collaborate to choose the art to be fabricated as an "art wrap" and installed on each of the twenty-four (24) identified traffic signal boxes: seven (7) art wraps in River Myrtle-Old Boise District, nine (9) art wraps in Westside District, and eight (8) art wraps in the 30th Street District. At its discretion, CCDC may provide initial input to City regarding the desired art content per identified traffic signal box location. City will include a CCDC representative in the art selection process.

5. **Traffic signal boxes.** The Parties have identified twenty-four (24) specific traffic signal boxes to receive art wraps in 2019, described and depicted on the attached Exhibit A.

6. **Payment Obligation.** The total amount paid by CCDC to City for the art wraps installed under this Agreement (the "Payment Obligation") shall not exceed FIFTY THOUSAND EIGHT HUNDRED DOLLARS (\$50,800.00).

7. **Reimbursement.** CCDC shall reimburse City, as project-related expenses are incurred and documented and upon sufficiently detailed invoicing having been received by CCDC from City, an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00) for artist design and \$1,000.00 - \$1,200.00 (depending on size) per traffic signal box art wrap for fabrication and installation. After installation, billing, and reimbursement of the twenty-four (24) art wraps, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all project-related costs in fiscal year 2019, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at the end of fiscal year 2019.

8. **Project Management; Project Updates.** City shall be responsible for managing all aspects of selection, fabrication, installation, and post-installation maintenance of the art wraps under this Agreement. City shall be responsible for receipt and review of invoices from, as well as disbursement of payments to, artists, consultants, and installers for each art wrap. City will provide periodic reports to CCDC staff on the progress of the art wrap fabrication and installation.

9. **Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC FY19 funds.

10. **Maintenance After Construction.** City shall maintain or arrange to maintain the traffic signal box art wraps funded by this Agreement at its own expense. City's obligations, as set forth in this Section shall survive the termination of this Agreement. City acknowledges and

agrees CCDC has no obligations to maintain the art wraps fabricated as part of this Agreement or any other maintenance obligations under this Agreement.

11. Promotion of Project. City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the art wraps. Either Party may promote the traffic signal box art wraps and involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

12. Warranty. City warrants that the materials and workmanship employed in the fabrication of the art wraps is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to destroy itself. Such warranty shall extend for a period of one (1) year after art wrap installation. In the event the City hires a Fabricator, the City shall require that the contract entered into between itself and the Fabricator will include these same warranty provisions.

13. Ownership. CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the art portrayed in the art wraps installed under this Agreement.

14. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, 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. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

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

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

17. 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.

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

If to CCDC: Karl Woods, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
kwoods@ccdcb Boise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbunelle@ccdcb Boise.com

If to Boise City: Karl LeClair, Public Art Program Manager
Boise City Department of Arts & History
P.O. Box 500
Boise, Idaho 83701-0500
kleclair@cityofboise.org
artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Rob Lockward, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
rlackward@cityofboise.org

19. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its

employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of City's sovereign immunity or any other protection afforded to City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.

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

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

21. Antidiscrimination. City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

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

23. 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.

24. Amendments to this Agreement. CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | *Signatures appear on the following page.*

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

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel | Contracts Manager

Date: _____

CCDC Budget Info / For Office Use	
Accounts:	
RMOB	302-6800
WESTSIDE	303-6800
30 th STREET	304-6800
Activity Codes:	
RMOB	19019
WESTSIDE	19027
30 th STREET	19031
PO#	190029
Contract Term	September 30, 2019

FOR BOISE CITY:

By: 
David H. Bieter, Mayor

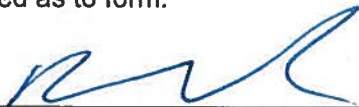
Date: 2/5/19

ATTEST:

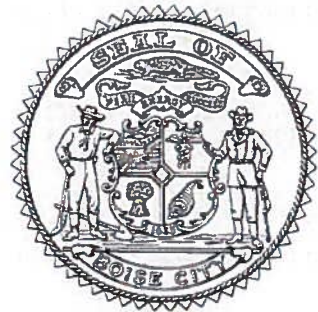

Lynda Lowry, Ex-Officio City Clerk

Date: 2/5/19

Approved as to form:


Rob Lockward, Deputy City Attorney

Date: 2-6-19



EXHIBITS

- A: City of Boise Memo, dated December 5, 2018, describing and depicting the FY2019 Traffic Signal Box Art Wraps location and costs.



MEMO

TO: Karl Woods, Capitol City Development Corporation
FROM: Catina Crum, Boise City Department of Arts & History
Karl LeClair, Boise City Department of Arts & History
DATE: 12/5/2018
RE: 2019 Traffic Box MOU Request

2019 TRAFFIC BOX MOU REQUEST

The City of Boise Department of Arts & History works in partnership with the Ada County Highway District on a program to cover traffic utility boxes within the City of Boise with artwork that is printed on vinyl and applied to the boxes.

In partnership with the Capitol City Development Corporation (CCDC), the City of Boise's Department of Arts & History has identified twenty-four traffic utility boxes located within CCDC's urban renewal districts and requests funding for the artist design, \$1,000 per box, and the fabrication and installation of the vinyl wrap, \$1,000.00 - \$1,200.00 per box).

The boxes were identified based on the FY19 funding allocation to each renewal district as follows:

- \$17,000 for 30th St. District – 8 boxes
- \$20,000 for Westside District – 9 boxes
- \$15,000 for River/Myrtle/Old Boise – 7 boxes

The below boxes have been identified along with cost per box, resulting in a total request for \$50,800.00.

Boise City Department of Arts & History will manage the artists on contract, production of artwork, and the fabrication and installation of the artwork.

30th Street District:



23rd & Fairview NW Corner, large box - \$2,200



27th & Stewart NE Corner, small box - \$2,000



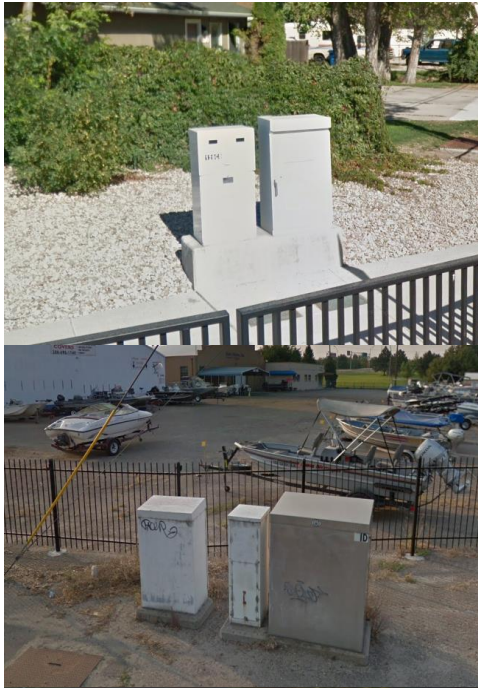
27th & Pleasanton NE Corner, small box - \$2,000



27th & Bannock NE Corner, large box - \$2,200



27th & Main St. SW Corner, large box - \$2,200



Whitewater & Stewart NE Corner, large box - \$2,200



Garden & Main St. NE Corner, large box - \$2,200



Garden & Fairview, Open Space, small box - \$2,000

30th Street District Total: \$17,000

Westside District:



9th & Jefferson SW Corner, large box - \$2,200



8th & Jefferson SW Corner, large box - \$2,200



17th & Idaho SE Corner, small box - \$2,000



16th & Idaho NE Corner, large box - \$2,200



16th & Washington SE Corner, large box - \$2,200



15th Between Bannock & Jefferson W Side, small box
- \$2,000



15th & Main SW Corner, large box - \$2,200



14th Between Bannock & Idaho W Side, large box - \$2,200



13th Between Bannock & Jefferson W Side, small box - \$2,000

Westside District Total: \$19,200

River/Myrtle/Old Boise:



14th Between Grove & Front, W Side, small box - \$2,000



13th & Front, SE Corner, large box - \$2,200



River Between 13th & 12th S Side, small box - \$2,000



Broad Between 6th & Capitol, S Side, small box - \$2,000



Broad Between 4th & 5th, S Side, small box - \$2,000



2nd & Front, SE Corner, large box - \$2,200



Capitol Blvd. at the Cabin, W Side, large box - \$2,200

River/Myrtle Total: \$14,600

CCDC FUNDED TRAFFIC BOXES FOR 2019:

TOTAL COST = \$50,800

10 Small Traffic Boxes @ \$2,000 = \$20,000.00

14 Large Traffic Boxes @ \$2,200 = \$30,800.00

24 Traffic Boxes = Total \$50,800.00



AGENDA BILL

Agenda Subject: Resolution #1591 Approval of an Interagency Agreement with City of Boise Department of Arts & History for a Type 4 Participation Agreement for the City of Boise Broad Street Sculpture.		Date: February 11, 2019
Staff Contact: Karl Woods Mary Watson	Attachments: 1. Resolution #1591 2. Type 4 Participation Agreement	
Action Requested: Adopt Resolution #1591 approving and authorizing the execution of a Type 4 Participation Agreement for the City of Boise Broad Street Sculpture with the City of Boise, Department of Arts & History.		

Fiscal Notes:

RMOB - \$75,000 (\$60,000 for artist contract, \$15,000 for engineering, footing construction and installation).

Background:

In FY19, CCDC has identified \$75,000 in the CIP in the River-Myrtle/Old Boise District for a City of Boise Broad Street Sculpture located in the Central Addition, specifically on the festival block of Broad Street between 5th & 6th Streets.

During FY18, CCDC and the Department of Arts & History collaborated with a City led stakeholder group, composed of interested members of the Central Addition, who assisted in the identification of themes, project types, locations and in vetting the development of a call-to-artists.

The result of the collaboration is a Type 4 Participation Agreement for a public art project to be sited in the public right-of-way on the Broad Street Festival block which serves to celebrate the unique aspects of the Central Addition, which include the core mission of the City's LIV district and the historic character of the neighborhood.

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve the execution of a Type 4 Participation Agreement for the City of Boise Broad Street Sculpture with the City of Boise, Department of Arts & History.

Suggested Motion:

I move to adopt Resolution #1591, approving and authorizing the execution of a Type 4 Participation Agreement for the City of Boise Broad Street Sculpture with the City of Boise, Department of Arts & History.

RESOLUTION NO. 1591

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR PUBLIC ART: BROAD STREET SCULPTURE (BROAD STREET LIV DISTRICT GATEWAY PROJECT); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND ATTEST SAID TYPE 4 AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE TYPE 4 AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES SUBJECT TO CERTAIN CONDITIONS; 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").

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan de-annexing certain parcels from the existing revenue allocation area 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 City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan (“First Amendment to the 30th Street Plan”), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

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

WHEREAS, the Agency funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and,

WHEREAS, having partnered for public art in prior years, the Agency and the City now wish to memorialize their collaboration for public art in downtown Boise for Fiscal Year 2019; and,

WHEREAS, the City manages public art projects for itself and on behalf of the Agency; and,

WHEREAS, the Agency and the City have identified Broad Street in the River Myrtle-Old Boise Urban Renewal District as suitable to receive a gateway or entryway-type public art project celebrating the unique aspects of the Central Addition as the City’s first LIV district; and

WHEREAS, the Agency has budgeted funds in Fiscal Year 2019 for project; and

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the Type 4 Capital Improvement Contribution Agreement for public art project on Broad Street.

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 Type 4 Capital Improvement Contribution Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted.

Section 3: That the Executive Director is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that there is no default under the Agreement and that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 11, 2019 Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 11, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice-Chair to the Agency Board of Commissioners on February 11, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Ryan Woodings, Vice-Chair

CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE CITY, IDAHO
TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT
2019 BROAD STREET LIV DISTRICT GATEWAY PROJECT

THIS TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION 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, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code (“CCDC”), and the City of Boise City, Idaho, an Idaho municipal corporation (“City”). CCDC and City may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

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

WHEREAS, CCDC funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and

WHEREAS, the City has managed public art projects on behalf of CCDC; and

WHEREAS, CCDC and the City have identified Broad Street in the River Myrtle-Old Boise Urban Renewal District as suitable to receive a gateway or entryway-type public art project celebrating the unique aspects of the Central Addition as the City’s first LIV district; and

WHEREAS, CCDC has budgeted Agency funds in Fiscal Year 2019 for project; and

WHEREAS, CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC’s Participation Program.

AGREEMENT

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 is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction and installation of a gateway or entryway-type public artwork that is integrated into the streetscape of Broad Street in downtown Boise.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) September 30, 2019, whichever comes first.

4. **Art Selection.** City will release a Request for Qualifications (Call to Artists) for local and national artists to design, fabricate, and transport the artwork for installation in the River Myrtle-Old Boise Urban Renewal District. At its discretion, CCDC may provide initial input to City regarding the desired art content. City will include a CCDC representative in the art selection process.

5. **Artwork.** The Parties have identified Broad Street to receive the artwork in 2019, described and depicted on the attached Exhibit A. It is understood by the Parties that the artwork will serve to celebrate the unique aspects of the LIV district and Central Addition neighborhood, including the architecture, history, and existing aesthetic improvements, and will serve to develop an iconic feature of the festival block as well as the identity of the district.

6. **Payment Obligation.** The total amount paid by CCDC to City for the artwork installed under this Agreement (the "Payment Obligation") shall not exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

7. **Reimbursement.** CCDC shall reimburse City as project-related expenses are incurred and documented and upon sufficiently detailed invoicing having been received by CCDC from City. After installation, billing, and reimbursement for artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all project-related costs in fiscal year 2019, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at the end of fiscal year 2019.

8. **Project Management; Project Updates.** City shall be responsible for managing all aspects of selection, fabrication, installation, and post-installation maintenance of the artwork under this Agreement. City shall be responsible for receipt and review of invoices from and disbursement of payments to artists, consultants, and installers. City will provide periodic reports to CCDC staff on the progress of the project.

9. **Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC FY19 funds.

10. **Maintenance After Construction.** City shall maintain or arrange to maintain the artwork funded by this Agreement at its own expense. City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. City acknowledges and agrees CCDC has no obligation to maintain the artwork installed as part of this Agreement or any other maintenance obligations under this Agreement.

11. Promotion of Project. City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the artwork. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

12. Warranty. City warrants that the materials and workmanship employed in the fabrication and installation of the artwork is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to destroy itself. Such warranty shall extend for a period of two (2) years after artwork installation.

13. Ownership. CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the artwork installed under this Agreement.

14. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, 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. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

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

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

17. 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.

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

If to CCDC: Karl Woods, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
kwoods@ccdcboise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbrunelle@ccdcboise.com

If to Boise City: Karl LeClair, Public Art Program Manager
Boise City Department of Arts & History
P.O. Box 500
Boise, Idaho 83701-0500
kleclair@cityofboise.org
artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Rob Lockward, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
rlockward@cityofboise.org

19. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

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

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

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

21. Antidiscrimination. City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

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

23. 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.

24. Amendments to this Agreement. CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | *Signatures appear on the following page.*

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

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____


CCDC Budget Info / For Office Use	
Account: RMOB	302-6250
Activity Code	19020
PO#	190030
Contract Term	September 30, 2019

Approved as to form:

Mary Watson, General Counsel | Contracts Manager

Date: _____

FOR BOISE CITY:

By: 
David H. Bieter, Mayor

Date: 2/5/19

ATTEST:


Lynda Lowry, Ex-Officio City Clerk

Date: 2/5/19

Approved as to form:


Rob Lockward, Deputy City Attorney

Date: 2-6-19

EXHIBITS

A: City of Boise Memo, dated November 16, 2018.



MEMO

TO: Karl Woods

FROM: Karl LeClair

DATE: 11/16/2018

CENTRAL ADDITION PUBLIC ART

In FY 19, CCDC identified in the CIP for the River/Myrtle/Old Boise District that \$75,000 be made available for gateway/entryway public art in the Central Addition, specifically for the new festival block located on Broad Street between 5th & 6th streets.

Over the course of FY 18, CCDC and the Department of Arts & History collaborated with a City led stakeholder group, composed of interested members of the Central Addition, who assisted in the identification of themes, project types, locations and in vetting the development of a call-to-artists.

The result of the collaboration is the request for funding for a public art project to be sited in the public right-of-way on the Broad Street Festival block which serves to celebrate the unique aspects of the Central Addition which include the core mission of the City's LIV district and the historic character of the neighborhood.

The Department of Arts & History makes the following request for use of CCDC funds:

Public art for the Central Addition's Broad Street Festival Block - \$75,000

- Artist contract - \$60,000
- Engineering, footing construction, and installation - \$15,000



DEPARTMENT OF ARTS AND HISTORY

MAYOR: David H. Bieter | DIRECTOR: Terri Schorzman

RFQ 19-094 ARTIST CALL FOR APPLICATIONS

Boise City Seeks Artist to Design Public Art for Downtown Festival Block

Deadline: December 5th, 2018 at 1pm. Mountain Standard Time

Opportunity:

Boise City invites public artists to apply for an opportunity to design and fabricate public artwork(s) to be integrated into the streetscape on a new downtown festival block. Up to three artists may be selected from this Request for Qualifications as finalists who will be invited to participate in an interview process. Finalist artists will be invited to visit Boise, the site, and the project team, receive more information about the project opportunity and be interviewed by members of the project team and selection panel. Finalist artists will be compensated for travel to Boise for the interview and site visit. The artist(s) selected through the interview process will be placed on a design contract and be asked to collaborate with the project team to develop design options to present to the selection panel. The selected artist(s) will be provided a combined project total of \$60,000 to develop and formalize the design, fabricate, and transport the work to the site. Installation of the work will be coordinated with a contractor who has an Idaho State Public Works License and will be paid for separately by the City of Boise.

The City intends to award the contract to one artist; however, the City reserves the right to award to more than one applicant.

BACKGROUND

LIV DISTRICT

Built on the City of Boise's focus on livability through Lasting Environments, Innovative Enterprises and Vibrant Communities, a LIV District is a geographic area of focused investment that builds on the existing neighborhood fabric, addresses sustainability and takes a balanced approach to life, work and play.

For Boise's first LIV District, it's hard to imagine a better spot than the Central Addition. A neighborhood with a rich history in its connection to Boise's downtown amenities, economy and culture, it is being revitalized by collaborative public and private investment.

Marked by thriving businesses, boutique shops, residential housing, parks, unique public art, hotels, universities and grocery stores, the Central Addition is at the epicenter of Boise's best amenities. Connectivity to each is made easier with transportation options for all. Whether you want to hop on a Boise Green Bike for a ride across town, or walk to Julia Davis Park for a picnic using the new pedestrian pathway at 5th Street and Myrtle, or catch a bus from Main Street Station a few blocks away, you can do any or all effortlessly.

The Central Addition's development has been deliberate with the goal of sustainability at the forefront, showcased by plenty of new LEED-certified construction. The neighborhood is powered in part by geothermal energy, a renewable resource with zero emissions and a near-zero carbon footprint, for which Boise has the largest direct-use system in the entire country. Additional features include smart design in sidewalks, roads and tree planting that naturally helps filter pollutants from rainwater runoff, sending cleaner water to the Boise River.

CENTRAL ADDITION HISTORY

One hundred and twenty-five years ago the Central Addition was platted on Lafayette Cartee's land to fit the growing needs of a community. Joseph C. Straughan, Samuel Hays, and Walter S. Bruce developed fifteen acres of Cartee's land in 1890, naming it the Central Addition after much deliberation. They wanted to emphasize the closeness of the area to the city, as well as the mature landscaping. The addition proved popular, and by the end of the year eighteen homes had been built, valued at over \$12,000. By 1912 most of the lots in the Central Addition were sold and developed, which resulted in over 100 homes. From the beginning, the neighborhood featured both elegant mansions and modest homes. Residents of the mansions included Boise's early developers and shop owners. More modest homes housed employees of the local newspaper, shop clerks, and seamstresses. The idyllic nature of the neighborhood changed quickly when the Oregon Short Line Railroad extended their tracks along Front Street in 1893, putting the Central Addition on the "wrong" side of the tracks--similar to what happened in the River Street neighborhood. Many high-income residents moved, while others fought to protect the area's accessibility and sense of place. By the 1970s many homes were divided into apartments and others were removed for newer buildings and parking lots.



SELECTION PANEL

The selection panel will be composed of members representing the following groups; Boise City Department of Arts & History Commission, Arts & History Advisory Team, Department of Public Works, Members from the LIV District Placemaking Committee, an arts professional and a local artist.

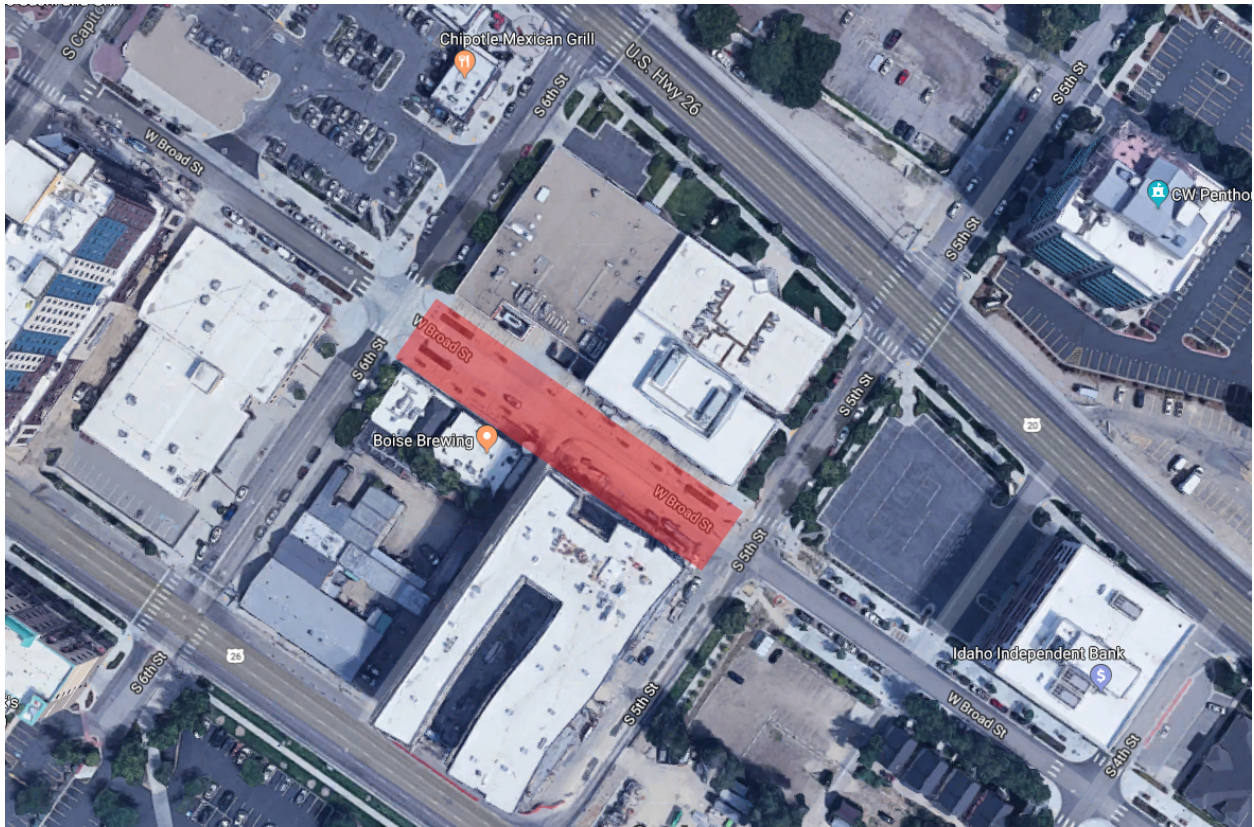
DESIRED OUTCOME

The Central Addition has been the focus, for the past year, of a City led effort to convene a group of district stakeholders to identify areas of needed investment and collaborate on finding solutions. Topics included transportation, placemaking, sustainability, and economic development. The Placemaking committee was convened to develop strategies and identify locations and projects for cultural investment. The block located between 5th & 6th on Broad Street was transformed into a festival block which allows for closure of the entire block for events. In the development of the block, the Capital City Development Corporation allocated funding for public art to be included in the festival block streetscaping which will serve as an identifier for the entire district.

The selected artist is expected to have the ability to communicate and collaborate with a variety of stakeholders, with the support of public art staff, and develop a design for a unique and engaging work of art. The artist will be tasked with developing a work or works that will be incorporated into the existing streetscape and reference both the City-led efforts to improve the LIV district as well as the rich history of the neighborhood. The artwork should serve to celebrate the unique aspects of the district/neighborhood including the architecture, history, existing aesthetic improvements, reference the history, engage in the dialogue of developing an identity for the district, and develop iconic feature of the festival block.



SITE



ANTICIPATED PROJECT TIMELINE:

Description	Date
Call to Artist Released	October 2018
Application Workshop – <i>Optional</i>	November 15, 2018 @ 1:00 PM MST
Questions/ Clarifications due via email by	November 30, 2018 @ Noon MST
Applications due in writing by mail/ hand deliver	December 5, 2018 @ 1:00 PM MST
Artist Meeting/ Site Visit/Interviews	February/March 2019
Final Artist(s) Selected	March/April 2019
Artist(s) Join Design Team, Design Development, Fabrication	April/May 2019
Installation	TBD

APPLICATION PROCESS:

Optional Application Workshop will be held November 15th, 2018 at 1:00 PM local time in the Boise City (Maryanne Jordan) Council Chambers located at 150 N Capitol Blvd, 3rd floor, Boise, Idaho 83702. At the Workshop staff will review the application process, discuss the process for design, fabrication and installation, and answer any questions applicants may have. This is your ***only opportunity*** to speak directly with Arts & History and Purchasing staff. Inquiries at any other time must be submitted in writing to Tammi Leatham at tleatham@cityofboise.org.

In determining the best qualified applications, City of Boise will consider all acceptable applications on a basis consistent with this Request for Qualification (RFQ). The Evaluation Panel will rank applications directly from the evaluation process and basis of qualifications identified in this document. Once the final ranking is complete, the City of Boise will contact the highest ranked Artists to offer them a finalist stipend to do a design concept. Should any of the selected Artists not be available at that time, the City would select the next ranked qualified Applicant(s) to offer a finalist stipend. Finalists will create design concepts; they will be put up for public comment, and a panel will select the final design(s) for commission. The City of Boise reserves the right to reject any and all applications, to waive any irregularities in the applications received and to accept the applications that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.



INSTRUCTIONS AND INFORMATION:

- All applications must be mailed or hand-delivered to:
Purchasing Department
Boise City Hall
150 N. Capitol Blvd.
Boise, ID 83702
- It is the sole responsibility of the submitting Applicant to timely submit their proposal in a properly marked envelope by the scheduled deadline date and time:

December 5th, 2018 at 1pm. Mountain Standard Time

- Submitted packages must include one physical copy of your application (application form, image list, references, resume, letter of interest) and, if applicant is able to, one identical electronic copy as a single PDF file; the digital PDF file name shall be named RFQ 19-094 and Artist name (example: RFQ 19-094 Smith). The submitted application form must be **signed** (in both digital and hard copy forms). Images are submitted on the cd or thumb drive as separate jpeg files (applicants need not print hard copies of the images).
- The submission package or envelope must be **SEALED** and **plainly marked** with the following:

Solicitation Number: RFQ 19-094

Project Name: Broad Street Festival Block Public Art

Deadline Date: December 5th, 2018 at 1pm. Mountain Standard Time

- The Applicant's return address shall appear on the outside of the envelope or package.
- A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above.
- Applications must be submitted in **writing**. No oral, telephone, facsimile, email, or late submissions will be considered. All applications must be received at the City Purchasing Office and time and date stamped prior to the closing date and time. It is the submitting Applicant's responsibility to timely submit their Application in a properly marked envelope, prior to the scheduled closing, for receipt in time to allow the submission to be time/date stamped.
- **ALL APPLICATIONS MUST BE SIGNED (digital and hard copies)**. Applications not signed will be disqualified and considered non-responsive.
- The applicant is responsible for all costs incurred in preparing/responding to this RFQ. All materials/documents submitted become the property of the City and won't be returned.

QUESTIONS & CLARIFICATIONS: Submit any questions or requests for clarifications by



or before November 30th at noon to: Tammi Leatham, tleatham@cityofboise.org.

EVALUATION PROCESS:

Applications are to be submitted in a format that allows uniform review and easy access to information by the Evaluation Panel, which is made up of funding stakeholders, an Arts & History Commissioner, and artists. The Applications are to be clear and to the point. The Application package shall contain the following information:

1 – 5 items must be included in the package in hard copy, printed form. If applicant has the necessary technology, we request that they are also prepared as one PDF, on the CD or thumb drive:

1. **Application Form/Signature Page** (Pass/ Fail – *if submitted it, you pass, if you don't, you fail*)

Fill out / sign the Application Form/Signature Page and submit as your first document.

2. **Letter of Interest/Ability to Provide** (50 points)

Include a one-page letter addressing why you're interested in this opportunity and your related experience or qualifications. Describe how the applicant is able to provide responsive services for unique public artwork, meeting the needs of the City of Boise for this project.

3. **Resume/Prior Experience** (Pass/Fail)

Include a resume and/or brief summary of the Artist's qualifications and/or past experience

4. **2 References** (Pass/Fail)

Applicants must provide at least two (2) current references who are familiar with the quality of the artwork created by the applicant. References of potential finalists will be contacted.

5. **Image List:** (Pass/Fail)

Please use the provided form to list the information for the submitted images: title, type of work (painting, sculpture, installation), material(s), date and any comments.

Images noted in section 6 are saved as separate JPEG files on the same CD or thumb drive as the above PDF. You do not need to print out images of your art for the Application package.

6. **Images of Past Work** (200 pts. – *most important part of the application*)

Provide up to ten images of your current or past completed artwork as separate files in JPEG format on a CD or thumb drive; these works should demonstrate your ability to meet the defined scope of services. Images are to be in JPEG Format, 300 dpi, not larger than 10" on the longest side.



To score the applications, the Selection Panel will mark your application with Pass/Fail of noted items, referencing the information provided as needed, and use noted point formulas to rank the letter of interest, quality of your submitted images and the appropriateness of your type of work for this project. The Selection Panel will review and discuss these evaluations, combining scores for each Artist. Those Artists with low scores will be eliminated from consideration. Those remaining will be reviewed and Artists with the three highest scores will be considered for finalist interviews. We anticipate that a contract may be awarded to one artist after finalist interviews are considered.

The City will conduct reference checks by contacting references submitted by the Applicants. In addition, the City may contact references not listed by the Artist. References checks will not be scored separately, but will be used to validate information included in the Application submitted by Artist. The information obtained for the reference checks may impact the scores assigned by the Selection Panel.



Call for Artists: Broad Street Festival Block Public Art APPLICATION FORM / SIGNATURE PAGE

Name: _____

Artistic Medium(s): _____

Address: _____

City/ State/ Postal

Code: _____

Phone: _____

Email _____ Website: _____

Social Media: _____

Signature: _____ Date: _____

You must sign and date this form or you will be disqualified!

1. INCLUDE/ATTACH LETTER OF INTEREST

2. INCLUDE/ATTACH RESUME

Please let us know how you found out about this
opportunity _____

Would you like to receive direct email about other Call for Entries from the Boise
City Department of Arts & History? _____

The above signed applicant proposes to provide services in accordance with the specifications for RFQ 19-094, Broad Street Festival Block, Boise Idaho and to bind themselves, on the acceptance of this application, to enter into and execute a contract, of which this application, terms and conditions, and specifications will be part. The undersigned further agrees, if awarded a contract, to execute and deliver the signed contract to the City within five (5) working days after receipt of an executed contract.



REFERENCES

Applicants must provide at least two (2) current references who are familiar with the quality of the artwork created by the Applicant. References must be able to verify Applicant's ability to comply with the requirements of this application. Failure to provide references may be grounds for disqualification. Before a contract is awarded, the City will conduct reference check as is necessary to evaluate and determine the performance record and ability of the top ranked Applicant(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting an application, you authorize the City to conduct reference interviews as needed.

Reference One

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Reference Two

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____



3. IMAGE LIST FOR UP TO TEN IMAGES:

Image #1	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #2	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #3	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	



Image #4	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #5	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #6	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	



Image #7	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #8	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	

Image #9	Title:
Type of work:	
Materials Used:	
Date Finished:	
Additional Information or Comments	



Image #10	Title:	
Type of work:		
Materials Used:		
Date Finished:		
Additional Information or Comments		



APPLICATION CHECKLIST *(return with application package)*

Please provide following items: (Items 1 – 5 as a single printed document and, if possible, as a digital PDF)

1. **Application Form/Signature Page** (Pass/ Fail) Yes__No__

Please fill out the Application Form/Signature Page and submit it as your first document.

2. **Letter of Interest/Ability to Provide** (50 points) Yes__No__

Include a one-page letter addressing why you are interested in this opportunity and your related experience or qualifications. Describe how the applicant is able to provide responsive services for the needs of the City of Boise for this project.

3. **Resume/Prior Experience** (Pass/ Fail) Yes__No__

Include a resume and/or brief summary of the Artist's qualifications and/or past experience

4. **Two References** (Pass/ Fail) Yes__No__

Applicants must provide at least two (2) current references who are familiar with the quality of the artwork created by the applicant.

5. **Image List** (Pass/ Fail) Yes__No__

Please use the provided form to list the information for the submitted images

6. **Up to 10 Images of Past Work** (200 pts.) Yes__No__

Provide up to ten images of your current or past, completed artwork which apply to this project context, in separate files in JPEG format on a CD or thumb drive. Images should be in JPEG Format, 300 dpi, not larger than 10" on the longest side.



GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Artist Agreement.

1.1 Intent of Application

It is the intent of this application to describe the services being sought in sufficient detail to secure qualified applicants, based on past work. Applications will be evaluated using a weighted scoring method. Applications not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Applicant's Costs

The applicant will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this solicitation. All materials and documents submitted in response to the solicitation become the property of the City and will not be returned.

1.3 Reserved Rights

The City of Boise reserves the right to accept or reject applications. The City may select an artist on the basis of the written application and may request oral presentations.

1.4 Public Records

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your application will be a public record subject to disclosure under the Public Records Law and will be available for inspection and copying by any person. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Application to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. Indicate by marking **each page** of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your application are not a trade secret.



The following is not acceptable or in accordance with the Public Records Law and **will not be honored:**

- a. Marking your entire Application as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Applicant will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel – **Prior to submission.**

1.5 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by an Artist are subject to Use Tax. All other taxes are the responsibility of the Artist.

1.6 Request for Clarification or Questions, Protest of Application Requirements or Process

Any Artist who wishes to request clarifications, or protest the requirements, or processes outlined in this solicitation may submit a written notification to the Department of Finance & Administration, to be received no later than noon, November 30th, 2018. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Application document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may deny the protest, require that the Application document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Applicant.

Written requests are to be directed to:

Tammi Leatham

City of Boise Purchasing

150 N. Capitol Blvd.

Boise ID 83702

Fax 208-384-3995

tleatham@cityofboise.org



1.7 Addenda to the RFQ

If this specification is modified by the Purchasing Office, the modifications will be sent to each applicant in writing through a website attachment or by email. Verbal modifications are not binding on the City or the Artist. No oral changes will be considered or acknowledged. Artists are requested to acknowledge each addendum received in their Application.

1.8 Modification and Withdrawal of Proposal

An application may be modified or withdrawn by the Artist prior to the set date and time for the opening of proposals.

1.9 Application Questions

Questions and responses of any one Applicant, which the City of Boise deems may affect or cause an ambiguity in application responses, will be supplied to all prospective applicants by addendum.

The City of Boise may, by written notice to all applicants, cancel, postpone or amend the Request for Qualifications (RFQ) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all applicants. If revisions and amendments are not furnished to applicants prior to the due date, applications shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.10 Award Criteria

Criteria necessary to evaluate the applications in relation to the service being sought are included in the RFQ documents and will be established and weighted. At a minimum, criteria will include general qualifications, specific project experience, compliance to the specifications and requirements for the service.

1.11 Idaho's Reciprocal Preference Law

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid/proposal, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code §67-2349.

Reciprocal Preference Information:

http://www.oregon.gov/DAS/EGS/PS/pages/reciprocal_detail.aspx



1.12 Significant Local Economic Presence

To qualify as an applicant with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.13 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit an application. Women owned and minority owned firms are encouraged to submit an application. The City actively encourages any applications by D.B.E. firms for goods and services for the City.

1.14 Rejection of Applications

The City of Boise may, at its sole option, reject any and all applications, for any reason, and reserves the right to re-solicit applications in the event no response to the call is acceptable to the City of Boise. City of Boise is in no way obligated to any applicant for the work as set forth in the call.

1.14.1 The City of Boise reserves the right to accept or reject applications on each item separately or the RFQ as a whole, without further discussion.

1.14.2 Applications, which are incomplete, will be considered non-responsive to this opportunity and may be rejected without further consideration.

1.14.3 If, in the opinion of the City of Boise, the opportunity does not result in reasonable qualifications and experience required by the City of Boise, then all applications shall be rejected. All participating applicants shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

1.15 Protest of Artist Selection or Contract Award

A participating Applicant may object to the contract award by responding in writing to the City's notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in specific terms the alleged reason the Applicant selection or contract award is erroneous. The judgment used in the scoring by individual evaluators is not grounds for a protest. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.



- Only persons who submitted a proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response proposer has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the Consultant for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFQ's. There is no protest period for the semiformal or informal Bid/RFQ process.

Written protests are to be directed to:

Collin Millar
Fax 208.384.3995
purchasing@cityofboise.org



**AGREEMENT FOR DESIGN, FABRICATION AND
COORDINATION OF INSTALLATION OF PUBLIC ART
BETWEEN THE CITY OF BOISE CITY AND ARTIST
SAMPLE DRAFT CONTRACT – DO NOT FILL OUT**

THIS AGREEMENT is made and entered into effective upon its mutual acceptance ("Effective Date") by and between the City of Boise City, an Idaho municipal corporation ("the City"), by and through its Department of Arts & History ("Arts and History"), and ARTIST NAME HERE ("Artist"), collectively referred to as "the Parties," for the purpose of defining the rights and responsibilities of the Parties regarding the design, fabrication, and coordination of the installation of public art (the "Work") for the Broad Street Festival Block (the "Site").

BACKGROUND

- 1) Central Addition/Project Background
- 2) Arts and History is responsible for the administration of public art for the City.
- 3) An evaluation team selects the Artist through a competitive bid and proposal process.
- 4) Arts and History desires to enter into a contract with the Artist to design, fabricate and coordinate the installation of the Work, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **The Site.** For purposes of this Agreement, the Site shall be the Broad Street Festival Block, as described in the proposal as Schematic Site Plan, attached hereto as Exhibit A.
2. **Scope of Services:** Design, Fabrication, Delivery of Art. The Artist shall design the Work, working with the City's project team and Arts & History representatives upon signing this Agreement. The Artist will refine approved conceptual design, which will be provided to Arts and History for final approval. The fabrication of the Work shall not commence until final approval of the refined conceptual design is received from Arts and History. The Artist shall work with the project team and Arts and History to complete any design decisions. Artist shall be responsible for hiring any necessary sub-contractors to plan, implement and coordinate the fabrication and delivery of the Work. Artist shall communicate clearly with installers regarding foundation needs, equipment for installing, and technical issues regarding handling the artwork.



3. **Artist's Responsibilities.**

a) In addition to other responsibilities set forth in this Agreement, Artist shall attend meetings in person or by phone with representatives of the project team, the City and/or Arts and History to provide periodic progress reports.

b) Artist shall not assign any of his or her obligations under this Agreement without the written consent of the City. This provision shall not prevent the Artist from subcontracting for obligations that do not require his or her artistic talents, including, but not limited to, such obligations as engineering, structural engineering, drawing architectural renderings or plans for the preparation and submittal of operations and maintenance manual for all works, or fabrication.

4. **Compensation.** The Artist's fee for the scope of work and services contained in this Agreement is not to exceed \$60,000. This amount shall constitute full payment for all services the Artist shall perform, including necessary materials and fees, related travel, permits for the artwork, and necessary costs as set forth in the Scope of Services and this Agreement. Payments shall be in multiple installments as follows:

a) **\$10,000** (Ten thousand dollars) no later than forty-five (45) days from the Effective Date to provide for the design process and related travel necessary to finalize the design.

b) **\$40,000** (Forty thousand dollars) in incremental amounts based on cash flow needs as verified with City's project manager, no later than forty-five (45) days from the time the City receives the Artist's invoices for fabrication milestones completed, materials ordered, other sub-contractor fees, project management fees, and delivery of the Work.

c) The balance of **\$10,000** (Ten thousand dollars) no later than forty-five (45) days from final review of installed Work and approval by the City, delivery of conservation report by the artist, and confirming that Artist has met all terms and conditions of the Scope of Services and this Agreement.

5. **City's Responsibilities.** The City agrees to timely furnish Artist all information, reports, data, statistics, drawings and information in its possession concerning matters covered by this Agreement, together with timely access to all facilities, personnel and data necessary to perform the Work unless such disclosure is prohibited by law.



6. **Time of Performance.** The Artist shall coordinate commencement of design upon signing this Agreement and/or by a date agreed upon between the Parties. The Artist shall complete the Scope of Services on or before September 30th, 2019 or on such other later date as may be agreed upon between the Parties in writing.

7. **Approvals.** Artist shall allow the architectural design team and the City to review the Work's progress as follows:

a) Initial review and approval of the designs and/or working drawings to determine that the Work is appropriate for the location. Reviews must be timely in their turn around or additional time must be provided to the Artist to complete.

b) Review and approval by the City representatives of design, fabrication, and/or installation methods prior to the commencement of fabrication/installation, as appropriate.

c) At the City's request, additional periodic reviews, via photographs, and approvals as the Work's design, fabrication and/or installation progresses.

d) The City shall approve or disapprove the Work within seven (7) days of final completion. If, during the approval reviews, the City concludes that the Work does not conform to the designs as previously approved, or as mutually agreed by the Parties in writing, the City shall provide the Artist with a notice in writing of specific non-conformity and request the Artist to address and cure the specific non-conformity within two weeks of the reviews. The Artist shall have thirty (30) days within which to address, cure, and correct any non-conformity. If, after resubmission, the Work still does not conform, this Agreement shall be subject to immediate termination for cause. Failure by the architectural design team or the City to disapprove in writing in a timely fashion shall be presumed to be approval of the Work.

8. **Public Education.** The Artist agrees to participate, at no additional cost to the City, in public events, a "Meet the Artist" event and/or a public dedication of the Work, as planned and negotiated by the Artist and Arts and History. Such events shall be timed to the extent possible to occur when the Artist is available in Boise.

9. **Project Close-Out.**

a) Upon installation of the Work and prior to final approval or disapproval, the Artist shall furnish the City a full release and lien waiver, together with such releases and waivers from



any subcontractor who furnished goods for or performed services for the Work in any way. The Artist shall comply with all applicable federal, state and local laws, statutes, rules, regulations and/or ordinances.

b) The Artist shall also submit a conservation/maintenance plan to the City including specific recommendations for on-going maintenance and repairs, as well as slides and/or photographs and written documentation of fabrication and installation of the Work, such as to assist in future maintenance, repair, and public education.

10. Repairs, Maintenance, or Alterations.

a) The Artist is responsible for all parts and workmanship of the Work for a period of one (1) year after acceptance of the Work, and shall replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the City except as provided in Section 10(b) and 10(c) of this Agreement.

b) The Artist shall not be responsible for and shall not be held liable for any damage beyond the control of Artist to the Work, its surfaces, or environment caused by personnel of the City or its employees, visitors, or others.

c) The Artist shall not be responsible for and shall not be held liable for any damage to the Work by extremely adverse weather conditions, acts of nature, or vandalism.

d) The City may provide basic maintenance, restoration and repairs as it deems necessary. The City shall be responsible for and pay for repairs following expiration for the one-year warranty period.

e) In the City's sole discretion, the Artist may be given an opportunity to perform and/or act as consultant for the repair or restoration. If design work is necessary, the Artist shall receive compensation to be agreed upon by the Parties. In the event that the Work is damaged or destroyed, the City may, in its sole discretion, relocate, repair, or restore the Work subject to receipt of any insurance proceeds and availability of sufficient funds.

11. City's Insurance. The City shall obtain all necessary property and commercial general liability insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Upon final completion of the Work, and



acceptance of the Work, the City shall obtain property insurance for the Work which may be included in the City's self-insurance program.

12. Artist's Insurance.

a) The Artist shall procure and maintain at her expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service:

i) Commercial General Liability Insurance: Limit will not be less than \$500,000.00 or the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code, whichever is higher. Coverage shall include, but not be limited to, bodily injury and property damage to third parties, contractual liability, products-completed operations, personal injury and advertising injury liability (\$500,000.00 limit).

ii) Workers Compensation and Employers Liability: Unless the Artist applies for and receives a waiver from the City, the Artist shall have and maintain during the life of this contract, statutory workers compensation, regardless of the number of employees (including him/herself) to be engaged in work on the project under this agreement in the statutory limits as required by law and employers liability with a limit of no less than \$500,000.00 for bodily injury by accident or disease. In case any such work is sublet, the Artist shall require the subcontractor to provide workers compensation insurance for her and any/all the subcontractor's employees engaged in such work. The Artist shall provide proof of insurance to the City prior to the start of work, unless a waiver is granted.

b) The Artist hereby grants to the City a waiver of any right to subrogation which any insurer of Artist may acquire against the City by virtue of the payment of any loss under such insurance. The Artist agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. All of the Artist's policies shall be primary and the Artist agrees that any insurance maintained by the City shall be non-contributing with respect to the Artist's insurance. The Artist shall advise the City of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.



c) By requiring the Artist to maintain insurance with the City named as an additional insured herein, the City does not agree that such coverage and limits will necessarily be adequate to protect the Artist or such coverage and limits are a limitation on the Artist's liability under the indemnities granted to the City in this Agreement. The Artist may use commercial umbrella/excess liability insurance so that the Artist has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement. If the Artist maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained. Any deductibles or self-insured retentions must be declared to and approved by the City.

d) The failure of the City at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Artist to maintain such insurance or to defend and hold City harmless with respect to any items of injury or damage covered by this Agreement.

e) The Artist shall provide Arts and History and the City's Purchasing Division with a valid certificate of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage, in advance of the performance of any work and as soon as possible after renewal, exhibiting coverage as required by the City's contract terms and conditions. Failure to obtain the required documents prior to the work beginning shall not waive the Artist's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Artist shall be responsible for ensuring that all subcontractors independently carry insurance appropriate to cover each subcontractors' exposures or that all such liabilities are covered under the Artist's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25) or other form acceptable to the City. Certificates of insurance shall be issued to:

City of Boise
Department of Arts & History and
Division of Purchasing
Post Office Box 500
Boise, Idaho 83701



13. **Indemnification.** The Artist shall indemnify, save and hold harmless the City, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of the Artist or his/her servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by the Artist, his/her servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify, save and hold harmless the City, its elected officials, officers, employees, agents, and volunteers. If the City becomes liable for an amount in excess of the Artist's insurance limits, Artist covenants and agrees to indemnify and save and hold harmless the City, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

The Artist represents and warrants that any and all materials or deliverables, including, but not limited to: the design, and the Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. Artist agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents, contractors, licensees, successors or assigns from and against any injury, loss, liability, expense claim, law suits, and damages arising from the Artist's Artwork, including but not limited to copyright, trademark, patent or other intellectual property infringement or violations. If deliverables, materials or Work provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Artist to produce, at the Artist's own expense, a new non-infringing materials, deliverables, or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity.

14. **Warranty.** Upon final acceptance of the completed Work by the City, the Artist warrants that the Work shall be free from defects in materials and workmanship, including



inherent vice. The Artist, for a period of one (1) year after acceptance by Arts and History, shall correct any such defects at Artist's expense. "Inherent vice" refers to a quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to destroy itself. Upon written notification of a defect in materials or workmanship, the Artist shall have sixty (60) days to commence repairs and shall conclude the repairs within a reasonable time thereafter.

15. **Ownership.** Each Work shall be a limited edition of one. The Artist warrants that, unless otherwise stipulated, the Work is original, in that the Work owes its creation or origin to Artist, and is not the product of copying another's work in any manner. Furthermore, the Artist warrants and represents she has not previously published the Work which is transferred by, and the subject of, this Agreement and that the Artist is the sole owner of all rights therein. Upon final approval and acceptance of the Work, subject to delivery, installation and final payment, the City shall own the Work. Except as set forth in Paragraphs 16 and 17, herein, the Artist hereby expressly waives any ownership right, title or interest in the Work. The Artist understands that said waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, performance and display.

16. **Ownership of Copyright.** The Artist shall retain all right, title and ownership of the copyright of the Work. The Artist hereby grants the City a royalty-free, irrevocable, perpetual, non-exclusive license to reproduce images of the Work for educational or promotional uses. Models or drawings shall not be identified or represented to be the finished artwork. The Artist shall be identified, whenever possible, on all printed material, signage, websites or other promotional material as the original creator of the design and the Work. The Artist shall retain the right to claim authorship of the design of the Work and may utilize such authorship in any of his/her printed material or other promotional material.

17. **Waivers and Relinquishments of Rights.** Except for copyright, as set forth in paragraph 16, above, the Artist agrees to relinquish all ownership rights, title, and interest to the Work created for the Project and hereby expressly waives the right of integrity, but not attribution, with respect to the Work as conferred by the federal Visual Rights Act of 1990, Title 17 U.S.C. Sections 101, et seq. If at any time following final approval, the City chooses to move or modify the Work, the City will make reasonable attempts to contact and to notify the Artist regarding the City's plans, provided that the Artist shall have no right to override



or veto the City's plans. The Artist hereby waives his/her right to file a claim or demand of any type against the City based upon any future decision regarding the placement or modification of the Work, including those granted pursuant to the Copyright Act of 1976 and the Visual Rights Act of 1990. To the extent that the provisions of this Agreement differ from the Copyright Act of 1976 and Visual Rights Act of 1990, the provisions of this Agreement shall govern and the Artist expressly waives any such differences.

18. Artwork Changes.

a) Material Changes After Acceptance/Completion:

i) If any material change occurs to the Work after final acceptance by the City (whether such change is an intentional act of a third party, an accident, or an act of nature), including but not limited to a change to the exterior surface of the Work or the interrelationship or relative locations of the parts of the Work, the City reserves the right to determine, after consultation with an independent, professional art conservator, if, when and how any repair and restoration to the Work can be made, and the nature, scope and anticipated cost of any such repair or restoration. The City reserves the right to contract with a conservator, rather than the Artist, to implement any such repairs or restoration.

ii) The City reserves the right to manage its buildings, facilities and public sites for public purposes, and in doing so, may determine that it is necessary to relocate or remove the Work and/or modify the site in/on which it is located. The City shall not relocate or remove the Work and/or substantially modify the site in/on which it is located without attempting to notify Artist of the proposed change; provided, however, that Artist shall have no right to object to any such relocation, removal or modification.

iii) In the event the City decides to de-accession the Work or any of its components, the Artist shall have the first right of refusal to purchase his Work, providing it is not integrated into a larger piece or a structure, and/or can be removed without destruction of the Work.

iv) If a modification of the Work occurs, the Artist may give written notice to the City requesting that her name and the Work be disassociated and the Work shall no longer be designated as the Artist's Work.

v) For purposes of this Agreement, no modification of the Work resulting from the passage of time or the inherent nature of the materials used in the Work shall constitute a modification. In addition, no modification of the Work resulting from conservation or public presentation (including but not limited to lighting and placement) shall constitute a



modification that is prejudicial to the Artist's honor or reputation or for which the Artist may claim relief or any remedy from the City.

vi) The action of the City in the exercise of its governmental powers (including but not limited to the issuing of any permit for the redevelopment of land or any structure thereon other than action by the City on the specific site of the Work) shall not constitute a modification of the Work for which the Artist may claim any form of relief from the City.

vii) By executing this Agreement, the Artist consents to the installation of the Work in or around the site specified in this Agreement. The Artist acknowledges that such installation may subject the Work to destruction, distortion, mutilation or other modification by reason of its removal from that location.

19. **Publicity-Rights of Reproduction.** In retaining the Artist's right of attribution as set forth in Section 17 above, the Artist also consents to the use of the Artist's full name and the Artist's own identifying photograph in any publicity or promotional materials produced for the Work, whether printed or electronic, in the discretion of the City. Such consent includes placement of these items on any Web site the City maintains.

20. **Nondiscrimination.**

a) In the performance of this Agreement, the Artist and any subcontractors agree not to discriminate in their employment practices against any employee, contractor, subcontractor or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability or sexual orientation and/or gender identity/expression.

b) The Artist also agrees to comply with all provisions of Idaho law relative to labor, and all other applicable federal, state, and/or local statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

21. **Independent Artist.** The Parties intend that this Agreement create only an independent contractor relationship and that the Artist is not an employee, agent, joint venturer or partner of Arts and History or the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Artist and the City or between the Artist and any official, agent or employee of the City. The Artist shall retain the right to perform services for others during the term of this Agreement.

22. **Attorney's Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, in addition



to any other relief awarded, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction.

23. **Agreement Made in Idaho.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. In the event of a dispute, venue shall be in the courts in Ada County, Idaho.

24. **Cumulative Rights and Remedies.** All rights and remedies here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

25. **Agreement Made in Writing.** This Agreement contains all of the agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest.

26. **Termination for Cause.** If either party willfully or negligently fails to fulfill its obligations under this Agreement, the other party shall have the right to terminate the agreement by giving written notice to the defaulting party of its intent to terminate and specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the defaulting party does not cure the default, this Agreement shall terminate. In the event of termination for non-performance by the City, it shall compensate the Artist for all phases of the Scope of Services the Artist has successfully completed and any additional services and materials performed or supplied prior to termination; provided however, that such payment shall be limited to the amount of compensation set forth herein. In the event of default by the Artist, except that caused by the death or incapacity of the Artist, all finished and unfinished drawings, photographs, and other Work products prepared and submitted or prepared for submission under this agreement shall, at the City's option, become its property. This shall not relieve the Artist of any liability for damages sustained by virtue of the Artist's breach or default of this Agreement and the City may reasonably withhold payments due until the exact amount of damages due Arts and History from the Artist is determined.

27. **Termination for Convenience of City.** The City may terminate this Agreement for any reason at any time by giving at least fifteen (15) days notice in writing to the Artist. If the Agreement is terminated by the City as provided herein, the City shall compensate the Artist



for all phases of the Scope of Services the Artist has completed up to the date of written notice of termination and any additional services and materials performed or supplied prior to termination, less payments of compensation the City has previously made, not to exceed the amount set forth in Section 4. If payments the City has previously made exceed the amount of compensation due hereunder, the Artist shall immediately refund the unearned balance to the City. If the City terminates this Agreement due to the fault of Artist, Section 26 hereof relative to termination shall apply.

28. **Force Majeure.** Neither the Artist nor the City shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations are delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure shall include, without limitation, acts of God, strikes, lockouts, fires, riots, civil commotion or civil unrest, incendiarism, interference by civil or military authorities, compliance with the regulations or orders of any governmental authorities which were not in effect at the time of the execution of this Agreement, and acts of war (declared or undeclared).

29. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

30. **Party Representatives.** For purposes of this Agreement the following persons or their designees shall act as party representatives:

Arts and History: Karl LeClair or his designee

Artist:

31. **Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon each party and their successors, assigns, legal representatives, heirs, executors and administrators.

32. **Method of Payment.** Arts and History shall be responsible for receipt and approval of invoices, and for disbursement of funds to the Artist.

33. **Effective Date.** The effective date of this Agreement shall be upon the Parties mutual acceptance of this Agreement.



34. **Notices.** Written notices to the Parties shall be given by registered or certified mail, postage prepaid, and addressed to said parties at the addresses below, unless otherwise designated by written notice to the other parties:

Boise City Department of Arts and History Artist

P.O. Box 500

Boise, Idaho 83701-0500

All such notices, except as otherwise provided, may either be delivered personally deposited in the United States mail, properly addressed with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

[End of text; signatures on following page.]



IN WITNESS HEREOF, the undersigned have duly executed this Agreement effective the ____ day April, 2019.

City of Boise City Karl LeClair, Arts & History

Artist Name Here

APPROVED AS TO FORM AND TO CONTENT:

Purchasing Manager

Legal Department



EXHIBIT A

Artist Approved Concept Proposal To Go Here





V. INFORMATION ITEMS



DATE: February 11, 2019

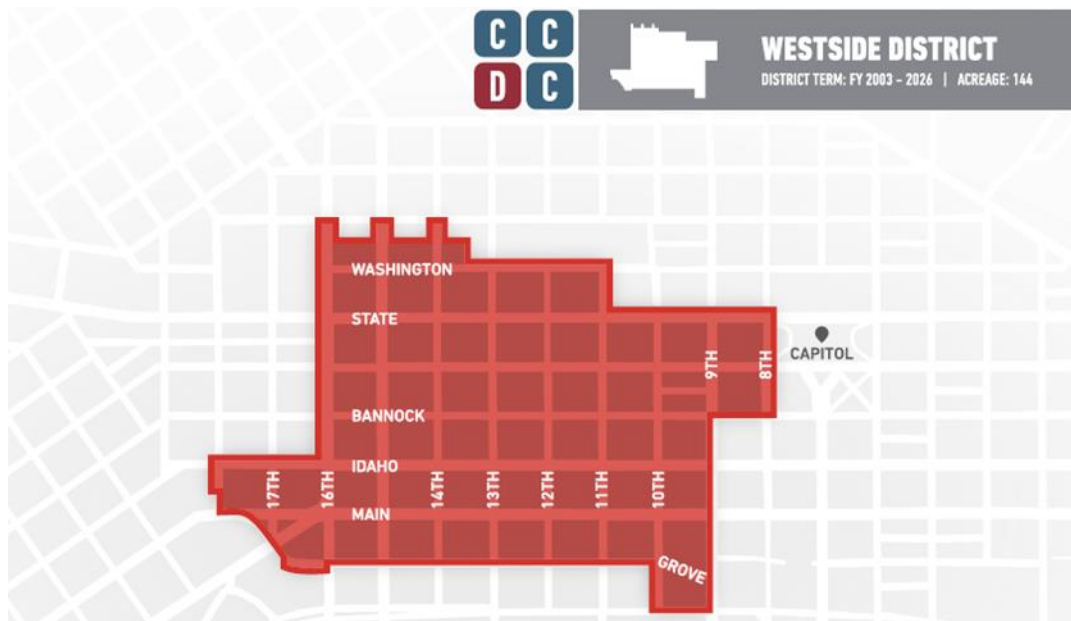
TO: Dana Zuckerman, Chair, and Board of Commissioners

FM: John Brunelle, Executive Director

RE: CCDC Monthly Report

The CCDC team kicked off 2019 with a strong month, steadily advancing the agency's clearly defined strategic objectives. Projects and initiatives progressed in each of CCDC's five districts, much of it recapped in the following pages. This monthly recap is organized by district, with entries grouped within identified strategic categories. The expanded detail in the areas of property ownership, condominium association leadership, and mobility initiatives provide a more accurate picture of the comprehensive role CCDC plays in the community. The agency also held two CCDC Board Meetings in January, resulting in an exciting new agreement with Boise School District that will serve all parties well into the future. The team is off to a great start – now on to the next play!

WESTSIDE DISTRICT



Economic Development

N. 15th Street Utilities - Undergrounding & Conduit: This project will underground overhead power lines and install underground conduit to facilitate future redevelopment (including a new Fire Station #5) and mature street trees on the west side of 15th Street as well as an expanded telecommunications network. Quadrant submitted plans to ACHD for review and approval. ACHD approval is expected in February.

May 2018	Quadrant Consulting selected to draw plans and specifications
December 21, 2018	Plans and specifications submitted to ACHD for review
March 2019	Formal bid for construction anticipated

1010 W. Jefferson – 10Ten Building – Agency-Owned Property: Review of parking management underway, a draft proposal and contract was received from The Car Park is being reviewed. Agency is facilitating the replacement of thermostats in second floor suite to replace the obsolete thermostats currently there.

Tenant List	Parking Stalls
Your Health Idaho	24
BRS	8
Idaho Charter Network	10
Idaho Water Users	2
Alan Gummersall Insurance	2

421 N. 10th – ISG/BSN Building - Agency Owned Property: The Trophy House lease expired at the end of December 2018; by mutual agreement of the parties, the lease is continuing on a month-to-month basis. No significant maintenance performed in January.

Tenant List	Parking Stalls
BSN Sports	0
Trophy House	0
ISG Screen Print	All Available

1001 W. Main - KOUNT Building - PP Type 1: Developer has provided the necessary documentation for a request for reimbursement and staff performed a site inspection on January 23. The awnings require one more coat of paint, which is underway. Reimbursement for \$150,000 will be paid to the developer once the construction is complete and the construction fences are removed from the right-of-way.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street (W): These streetscape improvements are slated for construction in FY23 by CCDC. To maximize public investment, the agency is working closely with ACHD on a current project, the 11th Street bikeway facilities. To ensure that cooperative and coordinated solutions are developed by ACHD and CCDC in their respective planning processes, CCDC is conducting planning and design on a similar schedule to ACHD.

Westside - Consolidated Newspaper Boxes: Agency and COB coordinating purchase and installation of new consolidated boxes. CCDC awaiting the City Code changes to the Downtown Streetscape Standards that will allow this project to move forward, possibly in April 2019.

Bannock Streetscape – 8th to 9th streets: Jensen Belts Associates has completed the Design Review package. The project is on temporary hold pending outcome of COB/ACHD traffic and street configuration decision.

N. 8th Streetscapes - Bannock to State: Jensen Belts Associates has completed the Design Review package. The project is on temporary hold pending outcome of COB/ACHD traffic and street configuration decision.

10th & State - Brady Block Concepts: CCDC is working with nearby landowners around the CCDC sites to determine the best way to create transformative development in this area. Pivot North Architecture is assisting agency with the process, which could include upcoming RFPs or RFQs to move development forward.

1010 Main - Avery Building - PP Type TBD: This is a privately-owned vacant building currently undergoing renovation. CCDC has remained engaged and taken a proactive approach to encourage owner and various development teams to utilize Participation Program. Agency is hoping to receive an application for participation when they have more substantial cost information.

1111 Idaho - 11th & Idaho Building - PP Type TBD: This is a potential new building adjacent the future Westside Urban Park. CCDC is engaged with the owner/investor and anticipates a Participation Program partnership soon.

1715 W. Idaho - Odyssey Flats - PP Type TBD: A Treasure Valley based development team has held a neighborhood meeting and has submitted plans to PDS for the development of approximately 18 residential units on this currently vacant parcel. Although the final design and eligible public expenses are not yet known the developer suggested they would apply for CCDC participation later in 2019 upon PDS approval.

Westside URD - Boundary Adjustment - Eligibility Study: CCDC is working with SB Friedman Development Advisors in order to analyze a series of parcels adjacent the existing Westside URD

boundaries. This analysis will determine eligibility for possible annexation into the plan area. In the event the project moves forward a draft Eligibility Study will be provided to the agency board of commissioners in the coming months.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: Guho Corp made substantial progress on repair and maintenance project in January, with an expected completion date of February 4. Agency staff is working with a Structural Engineering firm to design the next phase of repairs.

March 1, 2018	Request for Qualifications Issued
March 15, 2018	Statements of Qualifications due from licensed contractors
April 9, 2018	Board approved the list of prequalified contractors
May 8, 2018	Invitation to Bid given to three prequalified contractors
June 11, 2018	Board awards contract to lowest responsive bidder Guho Corp
July 27, 2018	Notice to Proceed
August 6, 2018	Construction commences
November 2018	Construction underway
December 2018	Change Order for additional work and more time
January 22, 2019	Substantial Completion
February 4, 2019	Final Completion anticipated

11th Street Bikeway - ACHD Collaboration - River Street to Washington Street: 11th Street has been identified in plans by COB and ACHD as an important corridor for the west side of downtown Boise. It prioritizes cyclists, pedestrians, retail, business, and residents while accommodating existing vehicular use. ACHD is conducting a bikeway planning process for improvements to be made in FY 2023 to prioritize 11th Street as a cycling corridor. CCDC staff is collaborating with ACHD by conducting a preliminary streetscape improvement programming effort for 11th Street to identify synergies between these two upcoming projects.

Westside Circulator - Preliminary Engineering: CCDC is partnering with COB Public Works to split the costs of preliminary engineering for the Downtown Circulator project. Agency stands ready to assist and anticipates direction in the near future.

N. 8th Street – COB/ACHD Traffic Configuration: The Kittleson & Associates traffic and bike lane analysis and Jensen Belts design package were presented by COB PDS to City Council on January 29. The council has requested public outreach on the project, and COB and ACHD staffs are working on public outreach plan. Agency stands ready to assist, and move forward with streetscape projects, following COB/ACHD decisions.

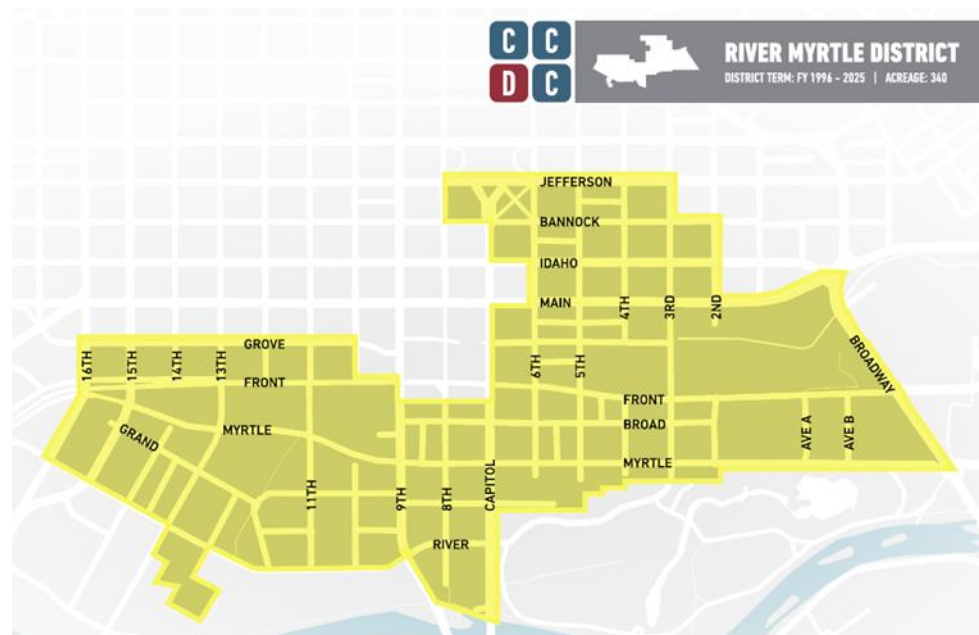
Place Making

11th and Bannock – Westside Urban Park: The Master Development Agreement approved by the CCDC Board in August 2018 is awaiting City Council consideration once the land agreement is finalized. COB has been attempting to finalize land agreement with the property owner. COB Arts and History Department is preparing a call for artists, to be used in selecting an artist to produce and incorporate artwork into the park. The design team is currently developing ideas for site features to be included in the park.

Special Projects

Westside Public Art - COB Traffic Boxes - PP Type 4: COB Arts and History issued the Call-To-Artists to select artists for the project. A selection panel is scheduled for March 4, to review content to be developed. The T4 Agreement between CCDC and the City of Boise is on the February 11, Board Meeting agenda for approval.

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

6th and Front - Hotel and Parking Garage - PP Type 3, 5: On January 11, Front Street Investors provided its contractor with notice to proceed on this long planned new construction project. Contractors have mobilized and begun excavation. The developers have provided the agency with sufficient evidence of construction commencement and project financing, and CCDC

in turn has provided a waiver to release the Right-of-Reversion clause in the Disposition and Development agreement. Excavation is underway at the construction site.

505 W. Idaho Street - The Gibson - PP Type 2, 4: The Gibson apartment building is complete and approximately 75 percent leased. Staff inspected improvements subject to reimbursement under participation agreements, and is awaiting some final documentation from the developer.

503-647 S. Ash Street – Ash Street Townhomes– Agency Disposition PP Type 5: In 2018, through a competitive RFQ/P process this property was sold to deChase/Miksis for the purpose of transforming these underutilized parcels into workforce housing. The Ash Street Townhomes will add 34 workforce rental housing units as well as a small retail space along the Pioneer Pathway. The development should be completed summer 2019. Upon successful completion, CCDC's Disposition and Development Agreement commits to a land write down and the reimbursement of public utilities in and around the site.

611 S. 8th Street – Afton Phase I – Agency Disposition PP Type 5: In 2001, CCDC Acquired the site for redevelopment and sold in two phases to RMH Company following a 2013 competitive RFQ/P process. Units are completed, sold, and occupied. A unique restaurant, Kiwi Shake & Bake, opened in December 2018 at corner of 8th and River Streets.

620 S. 9th Street – Afton Phase II – Agency Sold PP Type 5: CCDC acquired the site in 2001 for redevelopment and sold in two phase steps in 2015 to RMH Company following a competitive RFQ/P process in 2013. Construction is well underway and the final transaction with the developer is planned for late 2019.

500 S. 8th Street – Trailhead – Agency Lease Property: This 60 month (5 year) lease entered year number five on February 1, 2019, which decreases the agency's expenses related to utilities to 60%. Facility operations and maintenance continue at a normalized level, while event and user programming by Actuate Boise remains active in the new year. Trailhead's new Executive Director is scheduled to provide the yearly report to the Board at the March meeting.

410 S. Capitol - Marriott Residence Inn - PP Type 2: The project's first reimbursement will be paid in September of 2019.

3rd & Myrtle - Caddis Mixed Use - PP Type 2: Agency has been working with the developers on their potential eligible expenses. The developer plans to submit a Type 2 application later this month, and staff will bring the project to the board for a Designation at the March 11, CCDC board meeting.

323 Broad Street - Cartee Apartments - PP Type 2: Developer, Local Construct, has submitted a Type 2 application for public improvement expenses. Staff will bring this project to the CCDC Board for Designation at the February 11, meeting.

429 10th Street - Agency Owned - PP Type 5 (RFP): Staff will bring an Option to Convey Agreement to the Board at the February meeting. The option will be granted to the City so that they can work on a development plan that includes CCDC's parcel with the City-owned parcel across the alley on 11th street.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: Construction continues with completion expected in June. Sales activities are underway for the condominium loft-style units.

N. 5th and Grove Utilities - Underground & Conduit: This project consists of the design and construction to underground the utilities and install a conduit bank on 5th Street from Front Street to Main Street. Idaho Power and Quadrant Consulting are working on preliminary plans and easement agreements. Plans are expected in March. This project will be included under the 2019 Streetscape contract.

11th Street Streetscape - Grove Street to River: These streetscape improvements are slated for construction in FY23 by CCDC. To maximize public investment, the agency is working closely with ACHD on a current project, the 11th Street bikeway facilities. To ensure that cooperative and coordinated solutions are developed by ACHD and CCDC in their respective planning processes, CCDC is conducting planning and design on a similar schedule to ACHD.

River Street Streetscape – 11th to Ash: Design and construction of 2018 streetscape improvements on River Street between Ash Street and 12th Street. Construction complete. Substantial completion punch list items complete. Closeout documents have been received. Project is complete.

October 24, 2017	RFP issued to three on-call design professional firms
November 28, 2017	The Land Group selected as the design professional of record
January 2018	Task Order with The Land Group for design documents. Note: Project costs are estimated at less than \$200k – informal bidding planned
March 31, 2018	90% CD Drawings and specifications completed
June 2018	City of Boise review for grading permits
July 25, 2018	Informal Bidding. Bid sets sent to three qualified contractors
August 7, 2018	Bids received. Contract award to Guho Corp, lowest responsive bidder
September 7, 2018	Notice to Proceed issued.

October 2018	Construction commenced Oct 1; 45 days to Substantial Completion
November 2018	Substantial Completion
December 2018	Final Completion; closeout paperwork in process
January 2019	Final Closeout Completed.

N. 6th Street Streetscape - Front to Main: Design and construction of streetscapes on 6th Street between Main and Front streets. The Land Group has been hired as the design professional for the project. Surveying has been done and schematic design meeting is scheduled with City of Boise on February 6.

October 9, 2018	RFP issued to three on-call design professional firms
November 5, 2018	The Land Group selected as design professional of record
December 2018	Task Order with final scope of work for project executed
January 2019	Bundled in 2019 Streetscape Improvements package

RMOB - Consolidated Newspaper Boxes: Agency and COB are coordinating purchase and installation of new consolidated boxes. CCDC is awaiting the City Code changes to the Downtown Streetscape Standards that will allow this project to move forward, possibly in April 2019.

122 N. 5th Street - Shops at 5th - PP Type 1: The developer is no longer proceeding with this project and the property has been sold. The Type 1 agreement expires in March. Staff is in contact with new owner should any new project progress.

204 N. Capitol - Adelman Building - PP Type 1: Construction that was planned to start in November 2018 is yet to begin. Agency is following up with owner. The Type 1 agreement lasts through August 29, 2019.

390 S. Capitol - Mod Pizza - PP Type 1: Building owner / developer, Hawkins Company, has submitted a Type 1 application for streetscape and awning expenses. Staff will bring this project to the Board for Designation at the February 11, CCDC board meeting.

Mobility

S. 5th and Myrtle – Signalized Crossing: Kittelson & Associates is working on a preliminary warrant analysis for a new signalized crossing at S. 5th and Myrtle.

RM Circulator – Preliminary Engineering: CCDC is partnering with COB Public Works to split the costs of preliminary engineering for the Downtown Circulator project. Agency stands ready to assist and anticipates direction in the near future.

Building Eight Condominiums Association:

Members	Percent Interest
Raymond Management	62.5%
CCDC	35%
Hendricks (represented by Colliers International)	2.5%
Annual Report Due: December 31, 2019	Next Annual Meeting: TBD
Issues/Comments:	No major freezing issues during the winter. There's an ongoing insurance claim related to damage that occurred to a Hampton Inn Unit. Agency Staff is working with Condo partners and insurance providers.

Front Street Condominium Association:

Members	Percent Interest
GBAD	2.00
CCDC	25.76
Aspen Condominiums	52.17
Hendricks (represented by Colliers International)	20.07%
Annual Report Due: November 30, 2019	Next Annual Meeting: TBD
Issues/Comments:	Annual Meeting was held November 26, 2018.

ParkBOI - Capitol & Myrtle Garage – Agency Owned Property: The backup generator that services the parking garage, hotel, and retail space, required a replacement battery charger in January. No significant disruption in service to garage customers was reported. The expense will be shared by members of the Building 8 Condominium Association.

ParkBOI - 9th & Front Garage – Agency Owned Property: Staff is scoping a project to hire a materials testing consultant to evaluate the stair towers for chloride intrusion. The deliverable will be a report, the results of which will be used to update the agency's Parking Reinvestment Plan.

ParkBOI - 11th & Front Garage – Agency Owned Property: A warranty walkthrough was conducted on January 7. Representatives were present from the CCDC and all partners in the 11th & Front Garage. A number of “punch list” items were identified, and following the inspection these actions occurred: The threshold was caulked in mid-January by the contractor and the leaking has ceased. The contractor also adjusted the Fire Riser Room Door and has corrected the issue. On February 1, the contractor ground down a portion of the drain at the bottom of the level 4 ramp in an effort to improve drainage. Staff will investigate the drainage issue the week of February 4.

N. 5th and 6th Streets – COB/ACHD Traffic Configuration: ACHD has this project on indefinite hold until there is programmed construction funding. Agency stands ready to assist and anticipates direction in the near future.

Place Making

Grove Street – Multi-Block Improvement Project: Work is in process to collaborate with the City and design professionals to develop a vision statement and design ideas. CCDC has solicited proposals from design professionals for review. Design Professional proposals have been received. Selection and contracting forthcoming.

Block 5, 33, 34, 35 – CCDC Alley Program: CenturyLink removed its overhead lines on January 2. Idaho Power will remove the two remaining poles in the vicinity of 3rd Street. Completion date for this action is undetermined at this time.

Block 7 – CCDC Alley Program: CCDC and The Land Group are negotiating trash placement and screening, lighting options, and necessary easements with property owners. Staff will present the schematic concept to the Board at the March meeting. This project will be included under the 2019 Streetscape contract.

Special Projects

RM Public Art – COB Traffic Boxes – PP Type 4: COB Arts and History issued the Call-To-Artists to select artists for the project. A selection panel is scheduled for March 4, to review content to be developed. The T4 Agreement between CCDC and the City of Boise is on the February 11, Board Meeting agenda for approval.

S. 8th St. Public Art - COB Murals - PP Type 4: CCDC is working with the COB Arts and History on a T4 Agreement for murals in Simplot Alley and on 9th Street. COB is in the process of deciding how to handle easements. Agency stands ready to assist and anticipates direction in the near future.

RM Public Art – COB Broad Street Sculpture – PP Type 4: Call-to-Artists to be issued by the City of Boise and an artist selected for the project. The T4 Agreement between is on the February 11, Board Meeting agenda for approval.

617 S. Ash Street – Hayman House – Agency Conveyed: CCDC acquired this site in 2011 for the development of the Pioneer Pathway and preservation of the historic home. In to the City Arts and History Department along with \$270,000 for public improvements to create a unique public artist and gathering space in the River Street Neighborhood that honors the historical significance of the home.

30TH STREET DISTRICT



Economic Development

2403 Fairview - Adare Manor - P Type 2, 4: The development is well under construction and plans to be complete by the end of 2019. The combined participation is about \$730,000 for public improvements adjacent to the development.

Infrastructure

2200 Fairview - New Path Community Housing - PP Type 1: New Path Community Housing opened to residents in November 2018. CCDC has provided the project developer with information on the reimbursement process and is waiting to hear back from the developer. The Type 1 Agreement not-to-exceed amount is \$120,000 for streetscape improvements. New Path Community Housing is Idaho's first permanent supportive housing development using the Housing First approach to help the chronically homeless. The project is complete and is full. CCDC has committed up to \$150,000 for the reimbursement of public improvements associated with the development.

301 29th St. - Whittier Elementary - PP Type 4: Students toured the new school for the first time on Jan. 22. A video of the tour can be viewed here: https://youtu.be/sPdxwk_DwuU. Students had their first day in the new school on January 28. Staff will reach out to find out when the School District will be ready to work on the reimbursement documentation for the public improvements.

Mobility

Main Street and Fairview Avenue - Street Configuration: ACHD will be re-striping both streets generally from four lanes to three lanes with parking-protected bike lanes this summer. CCDC currently has no partnership role in this effort.

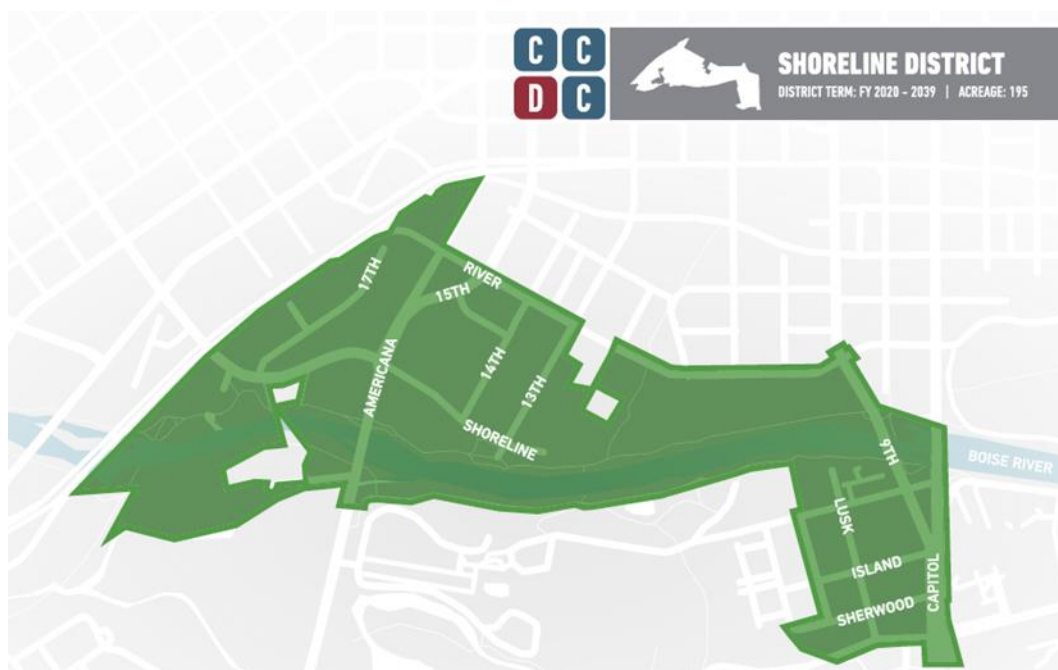
Place Making

30th Street URD - Urban Renewal Plan Amendment: Since 2017 CCDC has been involved in discussions regarding the development of a sports park. In the event the development is to use CCDC financing and is in the 30th Street URD, it is likely that an amendment to the urban renewal plan will be necessary. Agency stands ready to assist and anticipates direction in the near future.

Special Projects

30th Public Art - COB Traffic Boxes - PP Type 4: Arts and History has issued the Call-To-Artists to select artists for the project, with the selection panel scheduled for March 4. The T4 Agreement between CCDC and the City of Boise is on the February 11 Board Meeting agenda for approval.

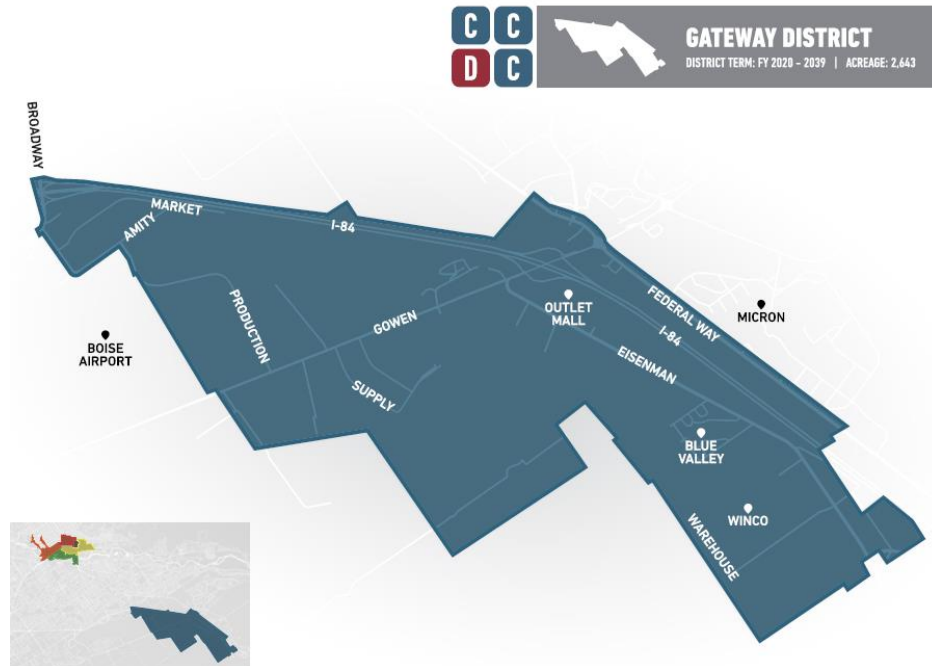
SHORELINE



Economic Development

New District – Shoreline: The Shoreline District was approved by City Council December 4, with final reading December 18, and transmittal to State Tax Commission, Ada County, and taxing districts December 21. District establishment is complete and staff continues to work with stakeholders in the District.

GATEWAY EAST



Economic Development

New District – Gateway East: The Gateway East Plan to develop east Boise industrial property was approved by City Council December 11, with final reading December 18, and transmittal to State Tax Commission, Ada County, and taxing districts December 21. District establishment is complete.

Mobility

Gowen Road – ACHD Cost Share - PP Type 4: ACHD has a project to replace the Gowen Road Bridge over the Boise Valley Railroad, including widening with bike lanes and sidewalks. Staff is working on a cost share/participation agreement to install fiber optic conduit and accommodate a future pathway under the bridge, in accordance with the Gateway East Plan. The cost share would be for approximately \$445,000 to be due upon completion of construction in 2022. The board will consider a resolution authorizing the agreement at the February 11, board meeting.

AGENCY WIDE – ALL DISTRICTS

Economic Development

CCDC Participation Program - Review & Update: Staff presented the Participation Program Updates at the December Board meeting as an Informational Item and they were adopted in January. The updates primarily revise the Type 2 reimbursement to increase the incentive for income-qualified housing developments by increasing the term of reimbursement. The updates also clarified awning requirements as eligible expenses; increased Type 1 participation maximum from \$150,000 to \$200,000; determined a project was eligible for only one Participation Program

Type; and clarified some definitions. Staff has updated the Type 2 application to align with the Updated Program and plans to review Agreement language in the coming months.

Block 22 Condominiums Association:

Members	Percent Interest
Block 22	86.7%
CCDC	13.30%
Annual Report Due: July 31, 2019	Next Annual Meeting: TBD
Issues/Comments:	None

Capitol Terrace Condominium Association: Staff is working with Hawkins Companies (owner of the Main + Marketplace commercial units) to create a modern set of condominium declarations and possibly reallocate certain areas of common area in order to better address commercial needs. Ultimately, reallocation of common area and updated declarations will need official Board approval. Therefore, this item will be brought to the Board in March for review and to affirm direction.

Members	Percent Interest
Hawkins Companies	50%
CCDC	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: March or April, 2019
Issues/Comments:	Staff working with Management Body on a solution to secure the trash room, as a result of cleanliness issues.

ParkBOI - Garage Parking Design Guidelines: CCDC has solicited a proposal from consultant Kimley-Horn. Kimley-Horn is under contract and is beginning work on guideline updates. CCDC has received final comments from stakeholders and has passed them on to Kimley-Horn. Kimley-Horn to incorporate updated comments and provide CCDC with an updated guideline draft for review.

ParkBOI – Parking Rates - Annual Review: Demand remains strong for spaces throughout the system, especially in the 9th & Main Garage, and the hope is to divert some of that demand to other facilities. The wait lists have been reduced from nearly 1,300 to 66 currently. The FY19 budget was adopted without any rate parking adjustments. An annual review of parking rates and possible adjustments will be considered in the coming months.

COB Park & Ride Shuttle: A park and ride shuttle, based on Elder Street near the Interstate, remains at 101 “signed up patrons” and ridership of 8-12 persons per day. CCDC and COB staff met with mobility representatives from Ada County and St. Luke’s to discuss their mobility needs and solutions. While both entities supported and promoted the shuttle service, it is likely that neither employee group will shift towards using the service anytime soon. COB has planned an outreach/marketing campaign for the service, which is expected to be complete by the end of March.

ParkBOI - New Product - Nighttime Monthly: Staff will continue to explore alternatives to 24/7 monthly parking passes which will be of value to visitors, employees and resident’s downtown.

Downtown Mobility Collaborative: The Mobility Collaborative is a newly formed public-private partnership headed by Program Director, Katie Justice. The DMC will focus on improving transportation options in downtown Boise by building partnerships and bringing key groups together to develop actionable plans that meet the needs of a growing city. This collaboration consists of City of Boise, Capital City Development Corporation, Valley Regional Transit, Boise State University and Ada County Highway District.

ParkBOI-- Usage Analytics: Parking staff continue to pursue a set of statistics that can be relatively easily extracted from our PARCS (Parking Access & Revenue Control System) equipment and compiled in such a manner that the data is understandable to all users and easily compared with previous data. A detailed report to CCDC Board is planned for April.

ParkBOI - 9th & Main Garage - BikeBOI Bicycle Parking: Design and construction of a secure bike storage facility in the 9th and Main Parking Garage. CCDC issued a formal invitation to bid on December 19, with a pre-bid meeting on January 9. Bid opening on January 29. Nine bids were received. Hellmann Construction was the lowest bid at \$184,909. A contract between CCDC and Hellmann Construction is in process, and construction is expected to begin mid-February.

April 2018	CTY Studio selected for design services
October 2018	Plans submitted to Boise City for building permits
December 19, 2018	Formal bid issued
January 9, 2019	Pre-Bid Meeting
January 29, 2019	Nine Bids Received
Mid-February	Anticipated Notice to Proceed

ParkBOI - 9th & Main/Capitol & Main Garages – LED Lighting Project: Agency and operator are working to design and install new LED lighting in the Capitol & Main and 9th and Main Parking Garages. Final drawings received from CSHQA on February 1. Staff finalizing bid documents the

week of February 4. Staff is considering a public bid process due to the excellent response to the Secure Bike Storage bid.

October 2018	CSHQA selected for design services
February 2019	Project estimate is less than \$200,000 – informal bidding planned

ParkBOI - Capitol & Front Garage: No significant repairs or maintenance occurred in January. Agency continues to receive inquiries regarding the potential disposition of the facility. Ongoing conversations with interested buyers took place in January. Timeline for potential sale remains undetermined.

ParkBOI - Capitol & Main Garage – Elevators: Agency is working to design and refurbish the two elevators in the Capitol and Main Parking Garage. Bonding documents and finalized contract with Schindler are anticipated soon, and project schedule will be determined. Agency anticipates up to 10 weeks lead time between the ordering of the new elevator equipment and the beginning of the installation.

June 2018	Task Order with Hummel Architects for design services
October 2, 2018	Bid issued. Project estimate exceeds \$200k. Formal bidding
October 19, 2018	Addendum No. 1 issued extending the Bid deadline to October 30
October 30, 2018	Two sealed bids received
December 10, 2018	Agency Board considered contract award to lowest responsive bidder Schindler Elevator Corporation – deferred to January 14
January 14, 2019	Contract Award
February 2019	Notice to Proceed will be issued

Downtown Parking Condominiums Association: 9th & Main Parking Garage

Members	Percent Interest
Les Bois Holdings, LLC	2.03%
Eastman Building ,LLC	4.46%
CCDC	93.51%

Annual Report Due: September 30, 2019	Next Annual Meeting: Spring 2019
Issues/Comments:	None

US Bank Plaza Condominium Association: The next condominium board meeting will be in April 2019.

ACME Fast Freight Condominium Association: (11th & Front Garage - CCDC owns parking condominium)

Members	Percent Interest
BVA	69.90%
CCDC	30.10%
Issues/Comments:	Agency Staff working with new Managing Member to schedule an Annual Meeting.

Special Projects

Public Outreach – Websites & Social Media: Updated URD map to be added to ccdcoise.com. New maps of all districts, including Shoreline and Gateway and additional functional upgrades and features to website are underway. Project updates are being moved from current site to new site. Regular content updates to agency and individual district URLs completed. The Task Order issued to Synoptek to add “monthly parker” navigation at parkboi.com has been completed. ParkBOI website continues to be updated to improve the customer experience. Boiseparking.com is being reviewed and will be updated as needed in the near future. Multiple entries posted to agency accounts as needed during the month of January.

Public Outreach – Reporting and Presentations: Presentations by CCDC at city council and planning/zoning meetings occurred in December. CCDC staff presented at the BOMA meeting in January.

Public Outreach - 2018 Annual Report: A Professional Services task order was issued to JedSplit Creative for the design and production of the 2018 Annual Report. Early drafts and format changes are ahead of schedule. Draft will be presented at the March 8 Board Meeting.

Public Outreach - BOMA Materials: Full length video and one-page ad for the 2019 BOMA Idaho Annual meeting are nearly finalized. Event is in February. Staff created slides for the PowerPoint presentation that will run in the background as well.

New URD - Central Bench: CCDC has hired PGAV Planners, a Missouri-based planning and development consulting firm, to conduct an Urban Renewal Eligibility Study. The results of this study will inform whether or not is eligible for urban renewal assistance. The eligibility report findings are expected to be presented at the CCDC Board meeting in April.

New URD - State Street Corridor: CCDC and COB are collaborating on the establishment of an urban renewal district to support redevelopment of mixed use activity centers in support of future bus rapid transit (BRT) along the State Street corridor between 27th Street and Horseshoe Bend Road. Leland Consulting has completed a draft eligibility study to be considered at the April 11, board meeting for review and consideration.