

BOARD OF COMMISSIONERS MEETING

121 N 9TH ST, SUITE 501

B0ISE, ID 83702

CAPITAL CITY DEVELOPMENT CORP 208.384.4264

WWW.CCDCBOISE.COM

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

| I. | СА | LL TO ORDERChair Zuckerman |
|------|-----|---|
| II. | AG | ENDA CHANGES/ADDITIONSChair Zuckerman |
| III. | со | NSENT AGENDA |
| | A. | Expenses 1. Approve Paid Invoice Report November 2019 |
| | B. | Minutes and Reports 1. Approve November 12, 2019 Meeting Minutes |
| | C. | Other Approve Resolution #1628 - 270 E Myrtle Street – Mixed Use Residential – Type 2 Participation Agreement Approve Resolution #1629 - 600 Front Street – Vanguard Apartments – Type 2 Participation Agreement Approve Resolution #1636 - Change Order No. 1 for 10th & Front Garage 2019 Concrete Deck Repair Project |
| IV. | AC | |
| | A. | PUBLIC COMMENT: Purchase and Sale Agreement with Block 22, LLC for Capitol & Front Garage (10 minutes)Chair Zuckerman |
| | B. | CONSIDER: Resolution #1630 - Approving the Purchase and Sale Agreement with Block 22, LLC for Capitol & Front Garage (10 minutes)Laura Williams |
| | C. | CONSIDER: Resolution #1631 - 6th & Front Garage and Hotel – Amending the Type 3 Agreement to include Public Art (10 minutes)Laura Williams |
| | D. | CONSIDER: Resolution #1632 - Approving MDA Amendment 1 with Eleven Eleven West Jefferson LLC and City of Boise (10 minutes)Doug Woodruff |
| | E. | CONSIDER: Resolution #1637 - Approving Westside Urban Park Concept Master Plan (10 minutes) |
| | F. | CONSIDER: Resolution #1635 - Approving the Memorandum of Understanding between Agency and the City of Boise for Terms, Conditions, and Expenses Related to Trailhead (5 minutes) |
| V. | INF | FORMATION/DISCUSSION ITEMS |
| | A. | State Street Interagency Transit Oriented Development (TOD) Plan (30 minutes) Matt Edmond/Daren Fluke, City of Boise/Stephen Hunt, VRT |

B. CCDC Monthly Report (5 minutes).....John Brunelle

VI. ADJOURN

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



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 11/1/2019 through 11/30/2019

| Payee | Description | Payment Date | Amount |
|----------------------------|---------------------------------------|------------------------|--------------|
| Debt Service: | | | |
| Payroll: | | | |
| PERSI | Retirement Payment | 11/6/2019 | 19,977.62 |
| EFTPS - IRS | Federal Payroll Taxes | 11/6/2019 | 16,506.40 |
| Idaho State Tax Commission | State Payroll Taxes | 11/6/2019 | 2,780.00 |
| CCDC Employees | Direct Deposits Net Pay | 11/6/2019 | 41,090.95 |
| PERSI | Retirement Payment | 11/6/2019 | 665.74 |
| EFTPS - IRS | Federal Payroll Taxes | 11/6/2019 | 310.62 |
| Idaho State Tax Commission | State Payroll Taxes | 11/6/2019 | 28.00 |
| CCDC Employees | Direct Deposits Net Pay | 11/6/2019 | 892.93 |
| PERSI | Retirement Payment | 11/20/2019 | 17,207.98 |
| EFTPS - IRS | Federal Payroll Taxes | 11/20/2019 | 12,795.62 |
| Idaho State Tax Commission | State Payroll Taxes | 11/20/2019 | 2,104.00 |
| CCDC Employees | Direct Deposits Net Pay | 11/20/2019 | 34,973.61 |
| | Тс | otal Payroll Payments: | 149,333.47 |
| Checks and ACH | | | |
| Various Vendors | Check and ACH Payments (See Attached) | November 2019 | 1,892,325.48 |
| | Total Paid Invoice | , Reported Payments: | 1,892,325.48 |

Total Cash Disbursements: \$

\$ 2,041,658.95

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

Finance Director

Date

Fruille

Executive Director

12/06/2019

Date

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Report Criteria:

Detail report type printed

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|------------------|-----------------------------|-------------------------|--|--|----------------------------------|-------------------------|--|
| 3976 | 620 S. 9th Street LLC | 200021 | contractual payment - 620 | 11/19/2019 | 934,999.00 | 11420 | 11/27/2019 |
| Tot | al 3976: | | | | 934,999.00 | | |
| 3871 | ABC Stamp Signs & Award | 0537046 | Employee Name Tags | 11/13/2019 | 14.60 | 11407 | 11/26/2019 |
| Tota | al 3871: | | | | 14.60 | | |
| 3659 | Ada County | OCT19 #2 OCT19 #2 | October 2019 Master Grou October 2019 Surplus Gro | 10/25/2019 10/25/2019 | 11,925.75 13,852.00 | 63490 63490 | 11/13/2019 11/13/2019 |
| Tota | al 3659: | | | | 25,777.75 | | |
| 4126 | Agnew Beck Consulting Inc | 8275 | Public Engagement Strateg | 10/31/2019 | 1,250.00 | 63494 | 11/22/2019 |
| Tota | al 4126: | | | | 1,250.00 | | |
| 1139 | American Cleaning Service | 13166 | Trailhead Cleaning | 11/01/2019 | 974.18 | 11408 | 11/26/2019 |
| Tota | al 1139: | | | | 974.18 | | |
| 3838 | American Fire Protection L | 13776 13833 13920 | parking garage sprinkler re Monthly pump inspection & drum drip inspection | 10/22/2019 10/29/2019 11/13/2019 | 937.00 185.00 75.00 | 63483 63495 63495 | 11/12/2019 11/22/2019 11/22/2019 |
| Tota | al 3838: | | | 5 | 1,197.00 | | |
| 3885 | Berkley North Pacific | 60000406 FY | Bldg 8 commercial packag | 10/16/2019 | 45,467.00 | 63491 | 11/13/2019 |
| Tota | al 3885: | | | | 45,467.00 | | |
| 1316 | Blue Cross of Idaho | 1927500004 | Health Insurance - Novemb | 11/01/2019 | 23,414.20 | 63479 | 11/01/2019 |
| Tota | al 1316: | | | | 23,414.20 | | |
| 1385 | Boise City Utility Billing | 1177 NOV19 | 848 Main St # 0447416001 | 11/01/2019 | 8.17 | 11423 | 11/26/2019 |
| Tota | al 1385: | | | | 8.17 | | |
| 3461 | Business Interiors of Idaho | 7661-33451- | CCDC office walls project | 10/28/2019 | 18,627.33 | 63492 | 11/13/2019 |
| Tota | al 3461: | | | | 18,627.33 | | |
| 3816 | Capitol Landscape Inc. | PO #200009 | 9th Street Knitting Factory | 10/18/2019 | 1,900.00 | 63484 | 11/12/2019 |
| Tota | al 3816: | | | | 1,900.00 | | |
| 1556 | Caselle Inc. | 97736 | Contract support - Novemb | 11/01/2019 | 840.00 | 63480 | 11/01/2019 |
| Tota | al 1556: | | | | 840.00 | | |
| 1595 | City of Boise | IL1455 | Downtown Core Maint - R Downtown Core Maint - W Downtown Core Maint - R | 10/31/2019 10/31/2019 11/01/2019 | 1,955.95 1,416.38 1,955.95 | 63509 63509 63509 | 11/25/2019 11/25/2019 11/25/2019 |

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2019 - 11/30/2019 Page: 2 Dec 03, 2019 10:08AM

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|------------------|---|--|---|--|--|---|--|
| | | IL1475 | Downtown Core Maint - W | 11/01/2019 | 1,416.38 | 63509 | 11/25/2019 |
| Tot | al 1595: | | | | 6,744.66 | | |
| 4116 | Civil Survey Consultants In | 19020-03 | Capitol & Main Exit Lane R | 10/31/2019 | 264.00 | 11409 | 11/26/2019 |
| Tot | al 4116: | | | | 264.00 | | |
| 3947 | Crane Alarm Service | 62167 | Fire Alarm System - Monito | 11/01/2019 | 25.00 | 63496 | 11/22/2019 |
| Tot | al 3947: | | | | 25.00 | | |
| 4143 | Diamond Parking Services | 112019CCD | leased parking stalls - bloc | 11/08/2019 | 1,159.70 | 63497 | 11/22/2019 |
| Tot | al 4143: | | | | 1,159.70 | | |
| | Elam & Burke P.A. al 1838: Guho Corp. | 182542 182543 182544 182545 182546 182549 182550 182551 182551 182553 182553 | Ash Street Properties New Bench URD Associated Warehouse Auditorium District Expansi Parking Matters Hoffman v. City of Boise 30th Street Projects 101-0 General River Myrtle Implement Act Legislation WS District | 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 | 45.00 270.00 45.00 22.50 2,288.60 350.00 720.00 127.50 923.85 67.50 67.50 4,927.45 24,419.06 | 11410 11410 11410 11410 11410 11410 11410 11410 11410 11410 11410 | 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 11/26/2019 |
| | al 3695: | 190101063-0 | 2019 Streetscapes | 10/31/2019 | 144,084.46 | 11421 | 11/27/2019 |
| | HDR Engineering Inc | 1200229675 | Gateway East Transportati | 10/26/2019 | 2,349.62 | 11411 | 11/26/2019 |
| | Henriksen Butler Design Gr al 3892: | 86924 | Board room chairs | 10/31/2019 | 3,127.32 | 63498 | 11/22/2019 |
| 2165 | Idaho Power | 6607 OCT19 7995 OCT19 | 9th St outlets #220040660 9th & State # 2201627995 | 10/31/2019 10/31/2019 | 3.50 3.50 | 11406 11405 | 11/19/2019 11/18/2019 |
| Tota | al 2165: | | | | 7.00 | | |
| 3900 | Idaho Records Manageme | 0136273 | Records Storage | 11/01/2019 | 89.78 | 11400 | 11/14/2019 |
| Tota | al 3900: | | | į | 89.78 | | |
| 4144 | Independent School Distric | T4 2019 | T4 - Whittier Elementary Pr | 09/30/2019 | 540,000.00 | 63510 | 11/25/2019 |
| Tota | al 4144: | | | 3 | 540,000.00 | | |
| 3966 | Involta | 0042712 | Website Hosting Services | 10/31/2019 | 1,347.90 | 63499 | 11/22/2019 |

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2019 - 11/30/2019

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| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|------------------|--------------------------|-------------------|--|--|------------------------------|-------------------------|--|
| To | tal 3966: | | | | 1,347.90 | | |
| 2288 | | 1705 40 | WD Developer University | 10/04/0040 | | | 4107/0010 |
| | Jensen Belts Associates | 1/65-16 | WD, Downtown Urban Par | 10/31/2019 | 5,245.05 | 11422 | 11/27/2019 |
| Tot | tal 2288: | | | | 5,245.05 | | |
| 3881 | Mary E. Watson | OCT19 EXP | ABA Forum - expense reim | 10/31/2019 | 335.34 | 11399 | 11/06/2019 |
| Tot | al 3881: | | | | 335.34 | | |
| 4136 | Mintify LLC | 119 PO #200 | Management Training | 10/31/2019 | 2,000.00 | 11412 | 11/26/2019 |
| Tot | al 4136: | | | | 2,000.00 | | |
| 4129 | Nations Roof LLC | 287633-MT | ParkBOI Roof Preventive | 10/18/2019 | 1,925.00 | 63485 | 11/12/2019 |
| Tot | al 4129: | | | | 1,925.00 | | |
| 2774 | Pro Care Landscape Mana | 29585 | Landscape Maintenance - | 10/31/2019 | 152.00 | 63500 | 11/22/2019 |
| | | 29586 | Landscape Maintenance - | 10/31/2019 | 55.00 | 63500 | 11/22/2019 |
| | | 29587 29588 | Landscape Maintenance - Landscape Maintenance - | 10/31/2019 10/31/2019 | 68.00 89.00 | 63500 63500 | 11/22/2019 11/22/2019 |
| Tot | al 2774: | | | | 364.00 | | |
| 2798 | Quadrant Consulting Inc. | 10702 | 5th St Utility Undergroundi | 10/25/2019 | 1,849.60 | 11413 | 11/26/2019 |
| Tot | al 2798: | | | 8 | 1,849.60 | | |
| 4125 | Red Sky Inc | 41387 | Communication Services | 10/31/2019 | 1,325.00 | 63501 | 11/22/2019 |
| Tot | al 4125: | | | | 1,325.00 | | |
| 3896 | Rim View LLC | NOV19 | Monthly Rent and NNN - Tr | 11/01/2019 | 13,713.94 | 63481 | 11/01/2019 |
| Tot | al 3896: | | | | 13,713.94 | | |
| 3891 | Ross Borden | NOV19 | CDFA Summit - Tampa, Ho | 11/12/2019 | 640.52 | 11404 | 11/14/2019 |
| Tota | al 3891: | | | | 640.52 | | |
| 3796 | Scheidt & Bachmann USA I | 39144 | October 2019 Merchant Fe | 10/31/2019 | 973.08 | 11414 | 11/26/2019 |
| Tota | al 3796: | | | | 973.08 | | |
| 3542 | Security LLC - Plaza 121 | NOV19 | Office rent | 11/01/2019 | 13,620.75 | 63482 | 11/01/2019 |
| Tota | al 3542: | | | | 13,620.75 | | |
| 4140 | SMR Development LLC | 1010 | Trailhead lease negotiation | 10/31/2019 | 1,125.00 | 63502 | 11/22/2019 |
| Tota | al 4140: | | | | 1,125.00 | | |
| 3974 | Stability Networks Inc. | 30631 | Dell server warranty renew Software license - Microsof server & warranty | 10/25/2019 10/25/2019 10/25/2019 | 1,470.86 718.71 956.47 | 11415 11401 11401 | 11/26/2019 11/14/2019 11/14/2019 |

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2019 - 11/30/2019

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| /endor umber | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|-----------------|-----------------------------|--------------------------|--|--------------------------|-------------------|-----------------|---------------------|
| | 1 | 30692 | IT Services - FY2020 | 10/31/2019 | 1,980.00 | 11415 | 11/26/2019 |
| | | 30692 | Phone System Support | 10/31/2019 | 85.00 | 11415 | 11/26/2019 |
| | | 30692 | AppRiver SecureTide | 10/31/2019 | 35.00 | 11415 | 11/26/2019 |
| | | 30692 | Azure Cloud Backup | 10/31/2019 | 420.00 | 11415 | 11/26/2019 |
| Tot | tal 3974: | | | | 5,666.04 | | |
| 4109 | Syringa Networks | 20339 NOV1 | internet & data | 11/01/2019 | 646.28 | 63503 | 11/22/2019 |
| Tot | tal 4109: | | | | 646.28 | | |
| 3831 | The Land Group Inc. | 0142828 | RD, Alley Program - Grove | 10/31/2019 | 1,717.27 | 11416 | 11/26/2019 |
| | | 0142828 | RD, Alley Program - Grove | 10/31/2019 | 1,840.00 | 11416 | 11/26/2019 |
| Tot | tal 3831: | | | | 3,557.27 | | |
| 4074 | The Potting Shed | 17312 | Interior Plant Maint. | 10/31/2019 | 65.00 | 63504 | 11/22/2019 |
| Tot | tal 4074: | | | | 65.00 | | |
| 3907 | Total System Services | 12539 | HVAC service call & maint - | 09/30/2019 | 241.28 | 63505 | 11/22/2019 |
| | | 12839 | HVAC Maint - Trailhead | 09/30/2019 | 99.56 | 63505 | 11/22/2019 |
| Tot | al 3907: | | | | 340.84 | | |
| 3923 | Trailhead | OCT19 | Idaho Power - 60% | 10/31/2019 | 147.68 | 11417 | 11/26/2019 |
| | | OCT19 | Intermountain Gas - 60% | 10/31/2019 | 61.05 | 11417 | 11/26/2019 |
| Tot | tal 3923: | | | | 208.73 | | |
| 3170 | Treasure Valley Coffee Inc. | 06282357 | Water & Cooler Rental | 09/30/2019 | 106.00 | 63486 | 11/12/2019 |
| | | 06370796 | Water & Cooler Rental | 11/12/2019 | 106.00 | 63506 | 11/22/2019 |
| | | 06413104 | Coffee & tea | 11/18/2019 | 148.12 | 63506 | 11/22/2019 |
| Tot | al 3170: | | | | 360.12 | | |
| 3233 | United Heritage | 02014-001 N | Disability insurance - Nove | 11/01/2019 | 1,312.89 | 63487 | 11/12/2019 |
| Tot | al 3233: | | | | 1,312.89 | | |
| 3835 | US Bank - Credit Cards | 10.25.2019 | Recruitment Expenses | 10/25/2019 | 2,053.66 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Voice, data & webhosting s | 10/25/2019 | 31.94 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Office Supplies | 10/25/2019 | 1,194.20 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Postage | 10/25/2019 | 110.00 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Dues & Subscriptions | 10/25/2019 | 2,354.80 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Travel & Meeting(non-local | 10/25/2019 | 562.50 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Personnel Training (Local) | 10/25/2019 | 1,524.00 | 11403 | 11/21/2019 |
| | | 10.25.2019 | • | 10/25/2019 | 208.50 | 11403 | 11/21/2019 |
| | | 10.25.2019 | Professional Services Gen | 10/25/2019 | 4.95 | 11403 | 11/21/2019 |
| | | 10.25.2019 10.25.2019 | Office Furniture & Equipme Computer Equipment | 10/25/2019 10/25/2019 | 4,780.62 40.28 | 11403 11403 | 11/21/2019 |
| | | 10.25.2019 | Banking & Merchant Fees | 10/25/2019 | 40.28 90.70 | 11403 | 11/21/2019 |
| | | | R & M - Buildings & Groun | 10/25/2019 | 395.00 | 11403 | 11/21/2019 |
| Tot | al 3835: | | | 1 | 13,351.15 | | |
| 3864 | USI Insurance Services N | 3012741 | Cap. T D&O - FY20 | - 10/16/2019 | 1,090.72 | 63488 | 11/12/2019 |
| 0004 | Con matiance Ocivices N | 5012741 | oup. 1 Dao - 1120 | 10/10/2019 | 1,080.72 | 00400 | 1112/2018 |
| | | | | | | | |

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2019 - 11/30/2019 Page: 5 Dec 03, 2019 10:08AM

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|------------------|-----------------------------|---------------------------------|--|--------------------------|-----------------------|----------------------|----------------------|
| | | 3012741 | Cap. T D&O - FY20 | 10/16/2019 | 513.28 | 63488 | 11/12/2019 |
| Tot | al 3864: | | | | 1,604.00 | | |
| 4068 | Veritas Material Consulting | 1320 | 10th & Front Garage 2019 | 10/31/2019 | 7,650.00 | 63511 | 11/25/2019 |
| Tot | al 4068: | | | | 7,650.00 | | |
| 3841 | VoiceText Communications | CCDEVC-111 | Conference calls | 11/11/2019 | 5.69 | 11418 | 11/26/2019 |
| Tot | al 3841: | | | | 5.69 | | |
| 3365 | Westerberg & Associates | 227 | Legislative Advisement Ser | 10/31/2019 | 2,000.00 | 11402 | 11/14/2019 |
| Tota | al 3365: | | | | 2,000.00 | | |
| 4041 | Western Exterminator Com | 2226534 | Pest Control @ Trailhead | 10/29/2019 | 240.00 | 63507 | 11/22/2019 |
| Tota | al 4041: | | | | 240.00 | | |
| 3374 | Western States Equipment | IN001132054 | Bldg 8 generator maintena | 10/31/2019 | 276.25 | 63508 | 11/22/2019 |
| Tota | al 3374: | | | | 276.25 | | |
| 3839 | Winters Electric LLC | 6025 | repair & replace garage lig | 10/21/2019 | 1,080.49 | 63489 | 11/12/2019 |
| Tota | al 3839: | | | | 1,080.49 | | |
| 3398 | Wright Brothers | 18149-001 181 49-0 01 | WD, Downtown Urban Par WD, Downtown Urban Par | 09/30/2019 09/30/2019 | 23,678.00 3,721.43 | Multiple Multiple | Multiple Multiple |
| Tota | al 3398: | | | | 27,399.43 | | |
| 3990 | Xerox Corporation | 098568045 | Copier Lease | 10/31/2019 | 428.84 | 11419 | 11/26/2019 |
| Tota | al 3990: | | | | 428.84 | | |
| Gra | nd Totals: | | | Ć | 1,892,325.48 |)/ | |

Report Criteria:

Detail report type printed

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

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:03 p.m.

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

Absent: Commissioner David Bieter

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; Karl Woods, Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

No changes or additions were made to the agenda.

III. CONSENT AGENDA:

A. Expenses

- 1. Approval of Paid Invoice Report September 2019
- 2. Approval of Paid Invoice Report October 2019

B. Minutes and Reports

1. Approval of September 9, 2019 Meeting Minutes

C. Other

 Approval of Resolution #1626 – 620 S 9th Street – Amendment to the Afton Development Agreement.

Commissioner Woodings made a motion to accept the Consent Agenda Commissioner Jordan seconded. All said Aye, the motion carried 6-0.

IV. ACTION ITEM

A. CONSIDER: 270 E Myrtle Street – Mixed Use Residential – Participation Program Type 2 Agreement Designation with CDG Acquisitions, LLC.

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with CDG Acquisitions, LLC for future Board approval.

Commissioner Jordan seconded. All said Aye, the motion carried 6-0.

B. CONSIDER: 600 Front Street – Vanguard Apartments – Participation Program Type 2 Agreement Designation with Visium Development Group

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with 600 Vanguard, LLC for future Board approval.

Commissioner Jordan seconded. All said Aye, the motion carried 6-0.

C. PUBLIC COMMENT: 429 S 10th Street Bid Award

Chair Zuckerman opened the meeting to public comment at 12:22pm. Ray Kauffman, Chair of the Grove Hotel, CenturyLink Arena, Idaho Steelheads, Hotel 43and the Courtyard Marriott on Broadway, made a public comment.

Vic Conrad, J.R. Simplot Company, made a public comment.

Bill Clark, 420 Main Street, Boise ID, a made public comment.

The public comment was closed at 12:35 p.m.

D. CONSIDER: Resolution #1627 – 429 S 10th Street – Award Highest Bidder

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1627 accepting the sealed auction bid of Clark Development and authorizing the agency to enter into a Purchase and Sale Agreement.

Commissioner Jordan seconded. Discussion followed.

Roll Call Vote:

Commissioner Ludwig – NAY Commissioner Zuckerman – AYE Commissioner Woodings – NAY Commissioner Jones – AYE Commissioner Jordan – AYE Commissioner Quintana – NAY

3-3, the motion failed.

E. CONSIDER: 9025 S Federal Way – Mixed Use Office/Industrial – Participation Program Type 2 Agreement Designation with 9025 Federal LLC

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with 9025 Federal LLC for future Board approval.

Commissioner Jordan seconded. All said Aye, the motion carried 6-0.

F. CONSIDER: 9605 S Eisenman – Industrial Development – Participation Program Type 2 Agreement Designation with Boise Gateway 1, L.C.

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with Boise Gateway 1, L.C. for future Board approval.

Commissioner Jordan seconded. All said Aye, the motion carried 6-0.

V. INFORMATION/DISCUSSION ITEMS:

A. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.

VI. ADJOURN

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Jordan seconded the motion. All said Aye, the motion carried 6-0. The meeting was adjourned at 1:21 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9th DAY OF DECEMBER 2019.

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair



CCDC Board of Commissioners PUBLIC COMMENT SIGN IN

121 N. 9th Street, Suite 501 Boise, ID 83702 November 12, 2018 – 12:00pm

Please sign in if you would like to give Public Comment on 429 S 10th Street Bid Award

| | | 1 " | KAU | |
|--|--|-----|-------------|---------|
| | | | KAUFMAN | NAME |
| | | | GROVE Hotel | ADDRESS |



AGENDA BILL

| Agenda Subject: Resolution #1628 – Approving 2 Residential – Participation Progr CDG Acquisitions, LLC | Date: 12/9/2019 | | | | | |
|--|---------------------------|--|--|--|--|--|
| Staff Contact: Laura Williams | | | | | | |
| Action Requested: Adopt Resolution #1628 approving the Type 2 General Assistance Participation Agreement with CDG Acquisitions, LLC and authorizing the Executive Director to execute the agreement. | | | | | | |

Background:

Collegiate Development Group (CDG), is a development company based in St. Louis, Missouri. CDG are long term developers that have worked in multiple states in the southeast and midwest. The company focuses on multifamily and student housing. This will be their first project in Boise.

CDG Boise is located on the south half of the block between Avenue and Avenue B on Myrtle Street in the River Myrtle-Old Boise URD. The 7-story building will have 249 apartment units, 353 parking spaces, and 7,800 SF of ground floor retail. The developers are providing 50 spaces of parking to WinCo employees. There will be 13,000 SF of amenities including a ground-level lobby and gym, second-floor clubroom with outdoor courtyard and pool, and top-floor indoor and outdoor common spaces. The ground floor commercial space will likely accommodate a restaurant or retail use.

The project will have approximately (96) studios, (73) 1-bedrooms, (68) 2-bed units, and (12) 4bed units. Rents are planned to range from \$1,000-2,900 (current value) depending on the unit type. It was approved by Design Review in July of this year. The developer plans to begin construction in May 2020 with an estimated completion of February 2022. The parcel is currently a surface parking lot.

The public improvements being constructed, which are eligible for CCDC funding, include sidewalks/streetscapes on Myrtle Street and Avenue A including street trees, historic street lights, suspended paving systems, and landscaping. The project will also include a sidewalk path connecting Avenue A and Avenue B, which currently does not have any pedestrian connectivity. This sidewalk, along with portions of the streetscape, will need to be dedicated in a

public easement to the City of Boise to be considered eligible expenses. The developers are working with the City on the easement language.

CDG has requested designation for CCDC's Type 2 Participation Program, which is scored based on 10 urban design categories. Preliminary review of the project scorecard shows that it will score approximately 151 points putting it in the - Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years.

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 options to downtown Boise.

Project Summary and Timeline:

- Located on Myrtle and Avenue A
- 249 for-rent units
- 353 structured parking spaces
- \$52 million Total Development Costs
- 220 Construction jobs
- 50 Permanent Jobs
- July 10, 2019 DR Approval
- December 2019 Type 2 Agreement Finalize/Execute
- Spring 2020 Construction Start
- Spring 2022 Construction Complete
- Spring 2022 Developer submits costs for reimbursement
- 2022: Project is on tax rolls and pays property taxes
- 2023 2025 T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

CCDC can reimburse CDG for public improvements. The project has estimated its Eligible Expenses to be approximately \$988,276, which will serve as the not-to-exceed amount in the Type 2 Agreement. The reimbursement will be based on actual expenses incurred, but will not exceed this amount. The reimbursement payment will be based on actual tax increment revenue generated by the project and is estimated to 100% of the eligible expenses.

Because this project is complete in 2022, that leaves just 3 years of the River Myrtle District life for reimbursement (FY 23, 24, 25). In May, the CCDC Board approved a small adjustment to the Participation Program Type 2 reimbursement that allows projects being built toward the end of a district's life to receive reimbursement using the partial assessment value derived from the completion year. This increment revenue is typically not included for project reimbursement as it is often significantly less than a full-value tax year. However, for project's that would not otherwise receive reimbursement for the entirety of their eligible expenses, it adds 1 more year of tax increment for reimbursement.

Assuming the project is complete per it's schedule in February of 2022, CDG Boise will receive reimbursements from CCDC in FY 2023, FY 2024, and FY 2025. The increment generated is anticipated to repay all of the public improvement expenses.

Estimated Reimbursement Payments

| 1) September 2023 | \$228,500** |
|-------------------|-------------|
| 2) September 2024 | \$432,500 |
| 3) September 2025 | \$327,276 |
| Total | \$988,276 |

** 2023 Reimbursement Estimate is based off of a partial value for the occupancy year in 2022, and is 2/3rds of the estimated full value.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP amendment for FY '23-'25 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Adopt Resolution #1628.

Suggested Motion:

I move to adopt Resolution #1628 approving the Type 2 General Assistance Participation Agreement with CDG Acquisitions, LLC and authorizing the Executive Director to execute the agreement.

Attachment 1 – Resolution #1628

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND CDG ACQUISITIONS, LLC, A LIMITED LIABILITY COMPANY REGISTERED IN THE STATE OF MISSOURI, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE CDG BOISE MIXED-USE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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 deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, CDG Acquisitions, LLC, owns or controls certain real property that it plans to develop into multi-family apartments, structured parking, and retail space (the "Project"), including certain right-of-way public improvements and public improvements made in a planned easement

area, all of which is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 – General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

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

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 Participation Agreement with CDG Acquisitions, LLC; and,

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

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

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

<u>Section 2</u>: That the Type 2 Participation Program Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

(continued on next page)

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____ Dana Zuckerman, Chair

ATTEST:

BY: _____ Ryan Woodings, Vice Chair

Attachment 2 – Type 2 Agreement with Attachments



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

CDG ACQUISITIONS, LLC

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("CCDC"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and CDG Acquisitions, LLC ("Participant"), a Missouri limited liability company, collectively referred to as the "Parties" and each individually as a "Party."

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 204 and 270 E Myrtle Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached <u>Exhibit A</u>.
- C. Participant plans to construct on the Project Site a mixed use building consisting of approximately 249 rental apartments, indoor and outdoor community amenities, 7,800 SF of ground floor retail, and a 353 space structured parking garage (collectively, the "Project"). The Project is visually depicted on attached <u>Exhibit B</u>.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").
- E. As part of the Project, Participant intends to: construct streetscapes on Avenue A, Avenue B, and Myrtle Street; underground utility lines along Myrtle; add a sidewalk pathway connecting Avenue A and Avenue, and perform necessary patch work on the Streets (the "Eligible Expenses"). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached <u>Exhibit C</u>.

- F. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("RM District") as defined by River-Myrtle Old Boise Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the RM District.
- G. After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.
- H. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Eligible Expenses, the cost estimates for which are attached on <u>Exhibit D</u>.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete or until the termination of the RM District on September 30, 2025, whichever comes first. Participant must reach Completion of the Project and the Public Improvements by January 1, 2023. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one hundred eighty (180) day extension to the January 1, 2023, construction completion deadline may be granted upon written approval by CCDC.

"Completion" shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

II. SUBJECT OF AGREEMENT

A. <u>Recitals, Purpose of This Agreement</u>

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

B. <u>Parties to This Agreement</u>

1. <u>CCDC</u>

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

2. Participant

Participant is CDG Acquisitions, LLC, a limited liability company registered in the state of Missouri. The principal address of Participant is 7711 Bonhomme Avenue, Suite 625, St. Louis, Missouri, 63105. "Participant," as used herein, includes CDG Acquisitions, LLC, and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. <u>The Project</u>

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B.

The current total assessed value of the Site, as determined by the Ada County Assessor, is Two Million Five Hundred Forty-Eight Thousand Two Hundred Dollars (\$2,548,200.00) for tax year 2019.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Fifty Two Million Dollars (\$52,000,000) (the "Estimated Value").

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

D. Participation Program

Based on the Participation Program Type 2 Scorecard, CCDC has determined that the Project is a Level A Project. As a Level A Project, Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to four (4) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

No payments will be made after the RM district has terminated (last payment in September 2025). The final payment will continue to be based off of the annual tax increment received for that reimbursement year

If Participant materially changes the Project contemplated in the application submitted to CCDC on October 25, 2019 (the "Application"), and those changes produce a change to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which Level the Project meets, which could impact the

reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. <u>CCDC, City, and Other Governmental Entity Permits</u>

Participant shall, at Participant's own expense, secure any and all permits and approvals for the Project (including the Public Improvements) which may be required by CCDC, City, or any other governmental entity ("Approving Entities") relative to Project construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

Participant shall keep CCDC advised of the approval process for all permits and approvals and advise CCDC immediately if any action or inaction by the Approving Entities will affect the scope and purpose of this Agreement.

Any failure by Participant to secure required permits and approvals, including but not limited to compliance with any and all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

C. <u>Public Improvements</u>

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

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

D. <u>Construction of Public Improvements</u>

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

E. <u>Estimated Eligible Expenses</u>

Participant has estimated the cost of the Public Improvements to be Nine Hundred Eighty-Eight Thousand Two Hundred Seventy Six Dollars (\$988,276) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

- 1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
- Recorded easements with appropriate governing body for public improvements constructed outside of the right of way. Areas requiring easements are set forth in <u>Exhibit G</u>. A draft easement is attached as <u>Exhibit H</u>.
- 3. Schedule of values using the format of the Eligible Expenses template to list actual expenses and the contractors who performed that work ("Schedule of Values").
- 4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
- 5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.

- 6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- 7. Additional documentation or clarifications may be required and requested by CCDC.
- 8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.

G. <u>Reimbursement Schedule</u>

Upon determining the CCDC Reimbursement, CCDC shall finalize and execute the "Confirmation of Final Reimbursement Amount and Payment Schedule." A draft of Payment Schedule is attached hereto as **Exhibit F**.

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project. **The reimbursement term will be impacted by Project's completion date.**

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

The year in which a project is completed is called the "Occupancy Year" and reflects a prorated value on the Subsequent Roll. This value will be assessed at the end of November, and will be prorated for months of occupancy in that year. Property tax payments are due in January and June for the Subsequent Roll.

This project qualifies to receive reimbursement based upon the Occupancy Year assessment because its Eligible Expenses would not otherwise be reimbursed during the remaining life of the RM district.

The reimbursement shall be issued no later than September 30 of the year in which CCDC receives tax increment for the Occupancy year.

| Reimbursement | Project Completion | Assessment Type | Assessment | Taxes Due | Reimbursement Paid |
|---------------|-----------------------|---|------------------|--------------------------|-----------------------|
| #1 | April 2022 | Occupancy Year - Subsequent Roll | November 2022 | Jan. 2023 & June 2023 | September 2023 |
| #2 | NA | Primary Roll | January 2023 | Dec. 2023 & June 2024 | September 2024 |
| #3 | NA | Primary Roll | January 2024 | Dec. 2024 & June 2025 | September 2025 |

The anticipated timeline for this project is as follows:

The annual reimbursement payment will be determined by the actual tax increment the Project generates. For illustration purposes *only*, the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

| \$41,600,000 |
|--------------|
| -\$2,548,200 |
| \$39,051,800 |
| \$540,800 |
| \$432,640 |
| |

* The Estimated Assessed Value is slightly lower than the "Estimate Value" in Section II. C. to account for potential differences in the assessment.

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

Estimated Reimbursement Payments

| 3) September 2025 | \$327,276 \$988,276 |
|-------------------|-------------------------------|
| 2) September 2024 | \$432,500 |
| 1) September 2023 | \$228,500** |

** 2023 Reimbursement Estimate is based off of a partial value for the occupancy year in 2022, and is 2/3rds of the estimated full value.

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. If the CCDC Reimbursement is not fully reimbursed by the three annual payments as further limited by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the 80% of the tax increment generated by the Project during the Reimbursement Period.

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

H. <u>CCDC Reimbursement Assignable</u>

CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee or designee. Participant shall have the right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. CCDC and Participant agree that CCDC's obligations run only to Participant or its assignee or designee.

I. <u>Subordination of Reimbursement Obligations</u>

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

from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

K. Insurance

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

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.

2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall <u>not</u> utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

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

L. <u>Antidiscrimination During Construction</u>

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. <u>Maintenance</u>

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Participant is required to assume maintenance and operations responsibility for the public improvements in the easement areas shown in **Exhibit G**. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

IV. USE OF THE SITE, COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2025.

B. Local, State and Federal Laws

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

C. <u>Taxes</u>

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

1. <u>Taxes Generally</u>

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

2. <u>Tax Appeals/ Exemptions</u>

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2025. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. <u>Defaults in General</u>

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

B. Legal Actions

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

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

C. <u>Rights and Remedies Are Cumulative</u>

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

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

VI. GENERAL PROVISIONS

A. <u>Notices, Demands, and Communications Between the Parties</u>

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

B. <u>Conflicts of Interest</u>

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. <u>Successors and Assigns</u>

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

E. <u>Attorney Fees and Costs</u>

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

F. <u>Severability</u>

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

G. <u>Headings</u>

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

H. <u>Counterparts</u>

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

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party

claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

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

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

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

K. <u>Promotion of Project</u>

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Legal Description

- Exhibit B Project Depiction and Renderings
- Exhibit C Public Improvement Plans
- Exhibit D Schedule of Eligible Expenses Estimate
- Exhibit E Participation Program Scorecard
- Exhibit F Confirmation of Reimbursement (Draft)
- Exhibit G Required Easement Areas
- Exhibit H Draft Easement

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.

End of Agreement | Signatures appear on the following page.

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

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

CDG Acquisitions, LLC ("Participant")

Date

Brandt Stiles, Manager

Exhibit A Legal Description

Current Description of the Two Parcels:

- a. West Parcel: Lots 7-18 in Block 5 of Park View Addition to Boise, according to the official plat filed in Book 7 of Plats at Page 322, records of Ada County, Idaho. Together with the westerly 150-feet of the alley in said Block 5 as Vacated in Ordinance No. 1812 recorded July 26, 1949, as Instrument No. 289087, in Book 21 of Miscellaneous Records at Page 510, records of Ada County, Idaho, and reiterated in Ordinance recorded April 23, 1996, as Instrument No. 96033140, records of Ada County, Idaho.
- b. East Parcel: Lots 1-6 and 19-24 in Block 5 Park View Addition to Boise, according to the official plat filed in Book 7 of Plats at Page 322, records of Ada County, Idaho. Together with the easterly 150-feet of the alley in said Block 5 as Vacated in Ordinance No. 1812 recorded July 26, 1949, as Instrument No. 289087, in Book 21 of Miscellaneous Records at Page 510, records of Ada County, Idaho, and reiterated in Ordinance recorded April 23, 1996, as Instrument No. 96033140, records of Ada County, Idaho.

Future Description of the One Parcel, once Lot Line Adjustment is Complete:

PARCEL "A" BOISE STUDENT HOUSING CDG ACQUISITIONS

A parcel of land being all of Block 5 of Park View Addition to Boise, located in a portion of the Southeast one quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Lots 1-24 and vacated alley in Block 5 of Park View Addition to Boise, as recorded in the official plat filed in Book 7 of Plats at Page 322, records of Ada County, Idaho.

AND

All of the alley located in Block 5 as vacated in Ordinance No. 1812 recorded July 26, 1949 as Inst.No.289087, recorded of Ada County, Idaho <u>and</u> reiterated in Ordinance recorded April 23, 1996 as Inst.No.96033140, recorded of Ada County, Idaho.

The above described parcel contains (78,026 sq.ft.) 1.791 acres, more or less.

PREPARED BY: The Land Group, Inc. Michael Femenia, PLS



Exhibit A (continued)

Depiction of Project Site



Exhibit B

Project Depiction and Renderings



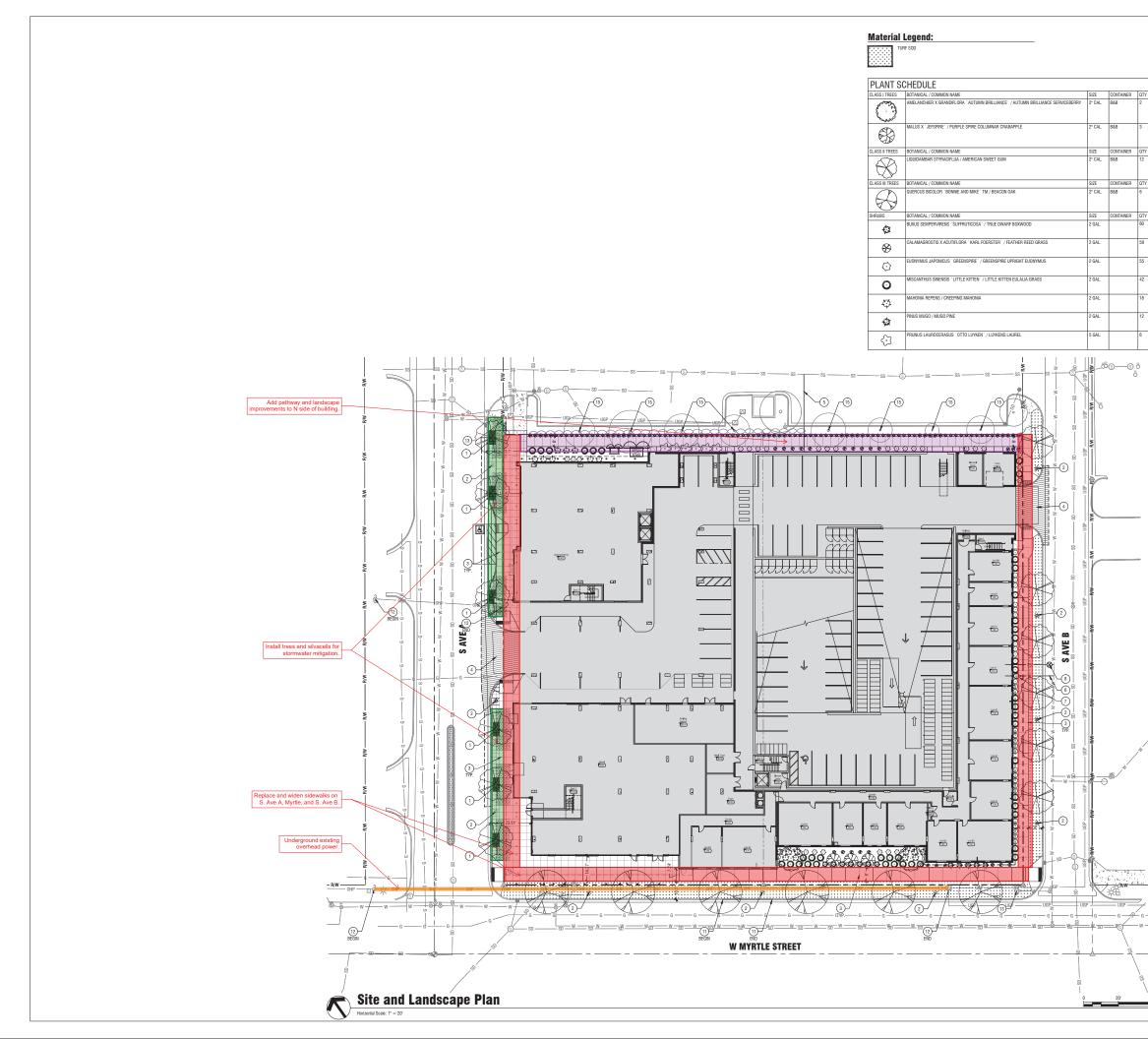
Corner of Myrtle and Avenue A looking northeast

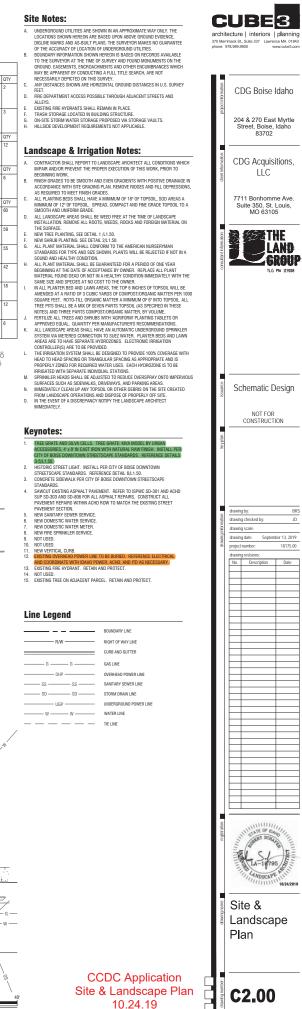


Corner of Myrtle and Avenue B looking northwest

Exhibit C

Public Improvement Plans





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Schedule of Eligible Expenses Estimate Page 1 of 3

| | Type 2 Eligi | ble Costs Ar | oplicatio | on Form | | | |
|------|--|-----------------------|-----------|--|---------------------------------|------|-----------------|
| | Actual Eligible Co | | | | oc | | |
| ojec | t Name: 204 E. Myrtle | and the second second | | 24/2019 | The second second second second | The | e Land Group |
| RE | ETSCAPE: (In right-of-way) | | | | | | |
| | ITEM DESCRIPTION | UNIT | UNIT | PRICE | QUANTITY | тот | AL COST |
| | SITE PREPARATION: | | | | | | |
| 1 | Surface demolition | SF | S | 2.43 | 4,920 | s | 11,956 |
| | Asphalt demolition | 0. | | 2.10 | 4,020 | | v/ Surface Demo |
| | Curb and gutter demolition | | | | | s | 1.320 |
| | Saw Cut | LF | s | 5.13 | 437 | - | 2.24 |
| 5 | Replace subbase | SUM | S | 52,910 | 1 | S | 52,910 |
| 6 | Stand alone tree removal | EACH | S | 250 | 8 | \$ | 2,000 |
| | SIDEWALK WORK: | | | | | s | 2 |
| 7 | Scored concrete sidewalk | SF | S | 5.00 | 11.055 | - | 55.275 |
| | Concrete plank pavers | 0. | | 0.00 | 11,000 | | N/A |
| | Pedestrian ramps w/ Truncated Domes | EACH | S | 715 | 7 | S | 5.00 |
| | Concrete driveways and catchbasins | SUM | s | 19,085 | | s | 19.08 |
| | Lawn parkway | S. C. G. C. C. C. | 0.70 | 1. | | s | - |
| | Irrigation / Silva Cells | SUM | \$ | 115,500 | 1 | \$ | 115,500 |
| | OTHER: | | | | | s | |
| 13 | Asphalt repair | SUM | s | 6,600 | 4 | s | 6.60 |
| | Concrete curb cut | Sec. 2003 | | 0,000 | | | w/ Site Pre |
| | Vertical curb and gutter (6") | LF | S | 24 | 385 | s | 9.24 |
| | Meyers Cabinet | 1985-10 | 1.00 | 20.00 | 38.50 | 1.50 | N// |
| | Water meter | EACH | \$ | 4,675 | 1 | \$ | 4,67 |
| | SITUATIONAL FURNISHINGS: | SUM | S | 155.000 | 1 | s | 155,000 |
| 18 | Street trees | | | 100,000 | | | INC |
| 19 | Additional landscape planting | | | | | | INC |
| | Trench drain cover | | | | | | N/A |
| 21 | Historic street light | SUM | S | 74,500 | 1 | S | 74.50 |
| | Pedestrian light fixtures | | 12 | 5.0 | | 22 | INC |
| | Bike rack | | | | | | INC |
| 24 | Litter receptable | | | | | | INC |
| 25 | Pre-cast planter | | | | | | INC |
| | OTHER: | | | | | | N/A |
| 26 | Precast seating elements | | | | | | N// |
| 27 | Site furnishing - moveable tables and chairs | | | | | | N// |
| 28 | Benches as per City of Boise | | | | | | N// |
| 29 | Sculptural Art | | | | | | N/# |
| | Total Streetscape Costs: | | | | | s | 515.30 |

Exhibit D Schedule of Eligible Expenses Estimate Page 2 of 3

| | UNIT | UNIT | PRICE | QUANTITY | TO | TAL COST |
|--|-------|------|---------|----------|-----|----------------|
| STORM WATER MITIGATION: | | | | | | |
| 30 Surface demo | | | | | | 1 |
| 31 Surface prep | | | | | | Finish Materia |
| 32 Finish materials | ALLOW | S | 90,000 | 1 | \$ | 90,0 |
| UTILITIES: | | | | | \$ | |
| 33 Power line (new/relocation/extension) | ALLOW | s | 140,000 | 1 | \$ | 140,0 |
| 34 Water line (new/relocation/extension) | | | | | | 1 |
| 35 Sewer line (new/relocation/extension) | | | | | | r |
| 38 Geothermal line (new/relocation/extension) | | | | | | 1 |
| 37 Natural gas line (new/relocation/extension) | | | | | | 1 |
| 38 Phone line (new/relocation/extension) | ALLOW | s | 60,000 | 1 | s | 60,0 |
| 39 Fiber line (new/relocation/extension) | | | | | | w/ Phone Lir |
| 40 ACHD power box relocation | | | | | | w/ Power Li |
| STREET: | | | | | | 1 |
| 41 Asphalt demolition | | | | | | 1 |
| 42 Road sub-base and prep | | | | | | 1 |
| 43 Asphalt paving | | | | | | 1 |
| PATH: Included in Sidewalk | | | | | | i |
| 44 Surface demolition | | | | | | 1 |
| 45 Surface prep | | | | | | 1 |
| Paving material | | | | | | 1 |
| OTHER: | | | | | | |
| 47 Festoon lighting | | | | | \$ | 20,0 |
| 48 Plaza signage | | | | | | 1 |
| Total Infrastructure & Utilities Costs: | | | | | \$ | 310,0 |
| Eģ. | | | | | | |
| 49 Brownfield Environmental Assessment | | | | | | |
| 50 Brownfield Environmental Remediation | | | | | | 1 |
| 51 Clearance | | | | | | 1 |
| 52 Grading | SUM | \$ | 10,875 | 1 | s | 10,0 |
| OTHER: | | | | | s | |
| 53 Final Clean | SUM | S | 2,750 | 1 | \$ | 2,1 |
| 54 General Conditions/OH&P (GC Work Only) | SUM | S | 58,500 | 1 | \$ | 59,5 |
| Total Site Costs: | | | | | \$ | 73, |
| TAL ELIGIBLE COSTS: | | | | | :\$ | 898,4 |
| 10% Contingency | | | | | \$ | 89,8 |
| TAL ELIGIBLE COSTS WITH CONTINGENGY | | | | | \$ | 988, |

another public entity.

Exhibit E Participation Program Scorecard

| PRO | DJECT NAME: 5th and Grove Mixed Use | | |
|--------|--|-----------|----------|
| BAS | SED ON PLANS DATED: May 14, 2019 | | |
| - | SCORING | | |
| | Level A: 140+ points Level B:120-139 points Level C:100-119 points | | |
| | | Requested | Verified |
| 1 | Activate Dormant/Disinvested Sites (1 Only) | | |
| a b | reuse of existing building | 20 | 18 |
| c | conversion of surface parking replace dormant building | 16 | 10 |
| ٥. | reuse of vacant land | 10 | |
| | Construction of the second | 2.227 | |
| 2 | Reuse of Targeted Sites (1 Only) | | |
| 8 | reuse of historic register building | 20 | |
| b | reuse of automotive site | 15 | |
| 5 | reuse of dry cleaner site | 15 | |
| 3 | Environmental Remediation (1 Only) | | |
| 8 | >\$100,001 costs | 20 | |
| b | \$50,001-\$100,000 costs | 16 | |
| c | \$10,000-\$30,000 costs | 12 | |
| | nation and a construction of the | | |
| 4 | Utility Infrastructure (all that apply) replace or expand geothermal | 15 | |
| a b | stormwater mitigation | 15 | 15 |
| c | replace or expand fiber | 15 | |
| d | replace or expand power | 15 | 15 |
| e | replace or expand sewer | 15 | |
| r | replace or expand water | 15 | |
| | | | |
| 5 | Connectivity (all that apply) | 20 | |
| b | add a street | 19 | |
| c | add a ground level plaza add an alley | 17 | |
| d | add a pathway | 15 | 15 |
| e | add or substantially improve a sidewalk | 10 | 10 |
| | | | |
| 6 | Compact Development (1 Only) | | - |
| 8 | 4.0 to 5.0+ FAR | 10 | 10 |
| b | 3.0 to 3.9 FAR 2.0 to 2.9 FAR | 9 | |
| c d | 1.0 to 1.9 FAR | - | |
| e | 0.5 to 0.9 FAR | 6 | |
| | | | |
| 7 | Parking Placement & Design (1 Only) | | |
| 8 | structured parking below grade | 20 | |
| b | structured parking above grade | 18 | 18 |
| 5 | no surface parking | 15 | |
| d e | parking location is to rear or interior of building | 8 | |
| 1 | parking is screened by wall, fence, sunken | | |
| 8 | Targeted Uses (1 Only) | | |
| 8 | Affordable Housing | 10 | |
| b | Mixed-Income/Workforce housing | 10 | |
| c | technology | 10 | |
| đ | corporate HQ | 10 | |
| - | education | 10 | |
| | artisan light manufacturing/assembly | 10 | |
| 5 | 6 | 1 | |
| 9 | Walkebility (all that apply) | | |
| 8 | =/> 70% of sidewalk/setback is abutted by ground floor building face | 20 | 20 |
| b c | =/> 60% ground floor glazing on street frontages (30% res) | 18 | 852 |
| | =/> 12' ground floor height | 15 | 15 |
| d e | main entry is prominent, ground floor, and faces street/not parking | 15 | 15 |
| • | =/> 73% ground floor frontage has functional awnings (30% res) public art element | 3 | |
| ÷. | | 828 | |
| 10 | Sustainable Building (1 Only) | | |
| | Living Building Certification | 10 | |
| b | LEED platinum or equivalent | 8 | |
| c | LEED gold or equivalent | 7 | |
| đ | LEED silver or equivalent | 6 | |
| e f | Connect to and use of geothermal system | 3 | |
| | LEED Certified or using Boise City Green Building Code energy star cert | 4 | |
| 5 | 01 | 0.00 | |
| | TOTAL SCORE | | 151 |

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and _____, an Idaho ______ ("Participant").

WITNESSETH:

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of ______ (the "Participation Agreement"), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be ______ and __/100 dollars (\$_____) (the "CCDC Reimbursement").

2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make a total of three (3) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2018 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2018 tax year assessed value of the Site, as determined by the Ada County Assessor is

First Annual Payment – Due on or before September 30,

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, ____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, _____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of [insert year]

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the three Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the CCDC Reimbursement.

If the CCDC Reimbursement is not fully reimbursed by the thee Annual Payments or by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

3. **Limitation on Making Payments**

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

CCDC:

CAPITAL CITY DEVELOPMENT CORPORATION

Ву:_____ _____, Executive Director

Date

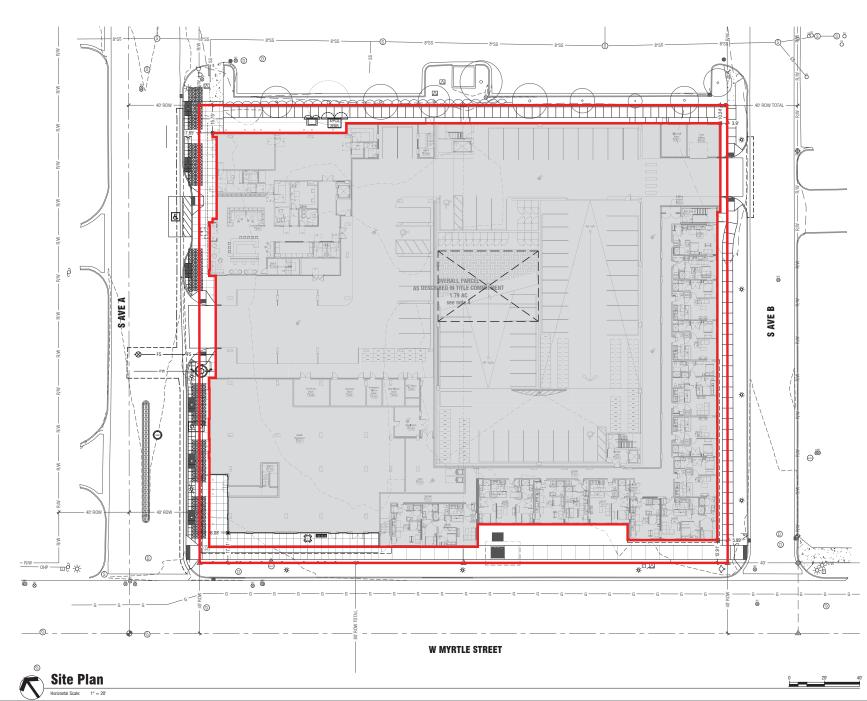
PARTICIPANT:

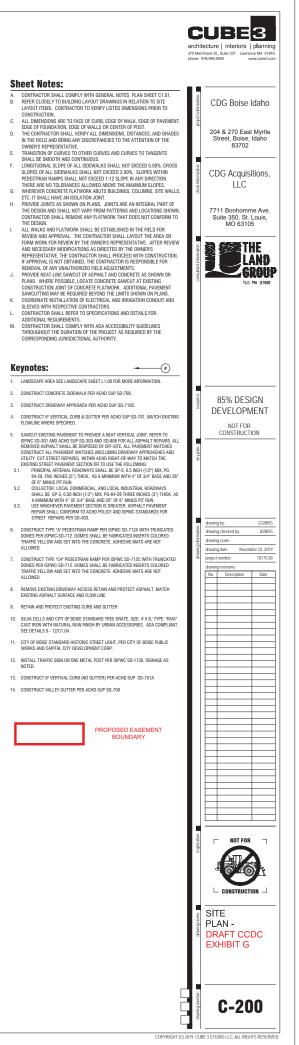
By: _____ Its: _____

Date

Exhibit G

Required Easement Area





Sheet Notes:

- OWNER'S REPRESENTATIVE. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.

- CORRESPONDING JURISDICTIONAL AUTHORITY

Keynotes:

- 1. LANDSCAPE AREA SEE LANDSCAPE SHEET L1.00 FOR MORE INFORMATION.
- 2. CONSTRUCT CONCRETE SIDEWALK PER ACHD SUP SD-709.
- 3. CONSTRUCT DRIVEWAY APPROACH PER ACHD SUP SD-710C.
- 4. CONSTRUCT 6" VERTICAL CURB & GUTTER PER ACHD SUP SD-701. MATCH EXISTIN FLOWLINE WHERE SPECIFIED.

- CONSTRUCT TYPE 'A' PEDESTRIAN RAMP PER ISPWC SD-712A WITH TRUNCATED DOMES PER ISPWC-SD-712. DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
- CONSTRUCT TYPE 'C4' PEDESTRIAN RAMP PER ISPWC SD-712C WITH TRUNCATED DOMES PER ISPWC-SD-712 DOMES SHALL BE FABRICATED INSERTS COLORED TRAFFIC YELLOW AND SET INTO THE CONCRETE. ADHESIVE MATS ARE NOT ALLOWED.
- 8. REMOVE EXISTING DRIVEWAY ACCESS RETAIN AND PROTECT ASPHALT. MATCH EXISTING ASPHALT SURFACE AND FLOW LINE
- 9. RETAIN AND PROTECT EXISTING CURB AND GUTTER
- SILVA CELLS AND CITY OF BOISE STANDARD TREE GRATE, SIZE: 4' X 8,' TYPE: 'KIVA' CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. ADA COMPLIANT. SEE DETAILS 9 12/C1.04.
- 11. CITY OF BOISE STANDARD HISTORIC STREET LIGHT, PER CITY OF BOISE PUBLIC WORKS AND CAPITAL CITY DEVELOPMENT CORP.
- 12. INSTALL TRAFFIC SIGN ON ONE METAL POST PER ISPWC SD-1130. SIGNAGE AS NOTED.
- 13. CONSTRUCT 6" VERTIVAL CURB (NO GUTTER) PER ACHD SUP SD-701A
- 14. CONSTRUCT VALLEY GUTTER PER ACHD SUP SD-708

Exhibit H

Easement Agreement (Draft – subject to final approval by City)

After recording, please return to: Office of the Boise City Attorney 150 N. Capitol Boulevard, P.O. Box 500 Boise, Idaho 83701-0500

[FOR RECORDER'S USE ONLY]

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made this _____ day of _____, 2020, by and between CDG ACQUISITIONS, LLC, a Missouri limited liability company ("**CDG**"), and the CITY OF BOISE CITY, an Idaho municipal corporation ("**City**"). CDG and City may be individually referred to in this Agreement as a "**Party**" or collectively as the "**Parties**" as warranted under the circumstances.

RECITALS

1. CDG is the owner in fee simple of that certain parcel of real property located in Boise City, Ada County, State of Idaho, that is known on the tax rolls of the Ada County Assessor as Parcel No. [____], which consists of approximately $1.8 \pm$ acres of real property and is addressed as [____] East Myrtle Street, Boise, ID 83702, which is legally described in Exhibit <u>A</u>, attached hereto and incorporated herein ("**Property**"). The Property is generally depicted in Exhibit <u>B</u>, attached hereto and incorporated herein.

2. CDG funded, designed, created, constructed, and installed: (i) sidewalks that are the continuation of adjacent public sidewalks located within the public right-of-way; (ii) planters and landscaping elements; (iii) pedestrian pathways; (iv) stormwater facilities; and (v) underground utility lines (collectively, "**Improvements**") within the defined area consisting of a portion of the Property abutting and/or adjacent to the public right-of-way comprising the Property's frontage on West Myrtle Street, South Avenue A, South Avenue B, and the north boundary of the Property, as legally described in <u>Exhibit C</u>, attached hereto and incorporated herein ("**Easement Area**"), and as generally depicted in <u>Exhibit D</u>, attached hereto and incorporated herein.

3. Pursuant to a Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation ("**CCDC**") and CDG, CCDC agreed to reimburse CDG for the costs of designing, creating, constructing, and installing the Improvements on publicly owned or publicly-controlled property that is on or adjacent to the Property.

4. The Parties desire a permanent public easement over, across, and through the Easement Area to authorize and allow the Improvements to remain in place for public use, subject to the terms and conditions of this Agreement, during the term of this Agreement.

5. To memorialize their respective rights and responsibilities, the Parties now enter into this Agreement.

NOW THEREFORE, for and in consideration of the Recitals above, which are incorporated into and made a part of this Agreement and are not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties hereby agree as follows:

AGREEMENT

1. Grant of Easement. CDG hereby grants to City and City's successors, assigns, agents, guests, invitees, and to members of the public, and City hereby accepts from CDG, a non-exclusive, limited, permanent public easement ("Easement") on, over, across, and through the Easement Area, as legally described in <u>Exhibit C</u> and depicted on <u>Exhibit D</u>, for the purposes described in this Agreement and subject to the restrictions and conditions contained in this Agreement.

2. Easement Term. The Easement granted pursuant to this Agreement shall be in full force and effect as of the date on which a fully executed version of this Agreement is recorded in the official records of Ada County, Idaho ("Effective Date"), and shall remain in full force and effect unless and until the earlier of:

a. Termination of the Easement by written agreement, signed by the Parties;

b. Destruction of the structure CDG builds on the Property, such that it cannot be used for its intended purposes; or

c. Exercise of the right of eminent domain by an authorized governmental entity that impacts the property comprising the Easement Area.

The period beginning on the Effective Date and ending as provided above is referred to in this Agreement as the "**Easement Term**".

3. Purposes of Easement. Use of the Easement shall be limited to the following:

a. Public pedestrian pathway, plaza, sidewalk, and pavers, accessible by, and primarily for the use of, the public for pedestrian purposes, at no cost to the public;

b. Access, ingress, and egress by City and those authorized partners, employees, agents, and contractors of City or of CCDC, the partner of both City and CDG in constructing the Improvements within the Easement Area, for the purposes of constructing and installing the Improvements;

- c. Trees, plants, and other landscaping elements;
- d. Tree grates;
- e. Art and artistic elements;

f. Lighting; and

g. Benches and seating.

4. Maintenance and Repair.

a. Except for damages caused by City or by any officer, employee, agent, partner, contractor, or invitee of City, CDG shall be responsible, at its sole cost and expense, to maintain and repair the Improvements and the Easement Area, in accordance with the purposes set forth in this Agreement.

b. The Improvements and the Easement Area shall be maintained in substantially the same condition as they exist following their installation and construction, subject to normal wear and tear, pursuant to the "**Maintenance Standards**" contained in <u>Exhibit E</u>, attached hereto and incorporated herein.

c. If, in City's opinion, CDG fails to maintain the Improvements and the Easement Area in conformance with this Agreement, or if CDG fails to comply with the Maintenance Standards, City shall have the right, but not the responsibility, obligation, or duty, to enter upon the Easement Area, itself or using agents, partners, or contractors, and to maintain and repair the Improvements and the Easement Area as it sees fit. Unless imminent risk of harm to persons or property exists, this right to enter and maintain first shall require compliance with the notice and cure period contained in Section 15 of this Agreement.

5. **Rights Retained by CDG.** In granting the Easement pursuant to this Agreement, CDG expressly retains all rights not expressly granted to or conferred upon City. CDG's retained rights include, but are not limited to, the express right and authority to:

a. Regulate and monitor use of the Easement Area to prevent impairment of access to and from CDG's structure on the Property;

b. Eject and remove persons or materials, at CDG's discretion, from within the Easement Area;

c. Enter upon and use the Easement Area for any purposes not materially inconsistent with the purposes of the Easement;

d. Authorize employees, agents, tenants, and contractors to enter upon the Easement Area for any purposes not materially inconsistent with the purposes of the Easement, including, but not limited to, operation of a commercial patio and temporary commercial retail operations;

e. Construct, utilize, and maintain the Improvements on, in, and under the Easement Area; and

f. Do or perform any other task or action that does not materially frustrate the purpose of this Easement or unreasonably impair or interfere with the rights granted and conveyed with this Easement.

6. **CDG's Warranties to CITY.** CDG covenants and warrants to City that:

a. CDG is the fee simple owner of the Property;

b. CDG is rightfully seized and possessed of the Property, including the Easement Area, and has the right and authority to enter into this Agreement and to grant this Easement;

c. City and its successors, assigns, agents, guests, and invitees, and the public, shall enjoy the peaceful and quiet enjoyment of the Easement Area at all times during the Easement Term, subject to the terms and conditions of this Agreement.

7. Non-exclusivity. The right of City and City's successors, assigns, agents, guests, and invitees, and members of the public, to use the Easement Area is not exclusive. CDG and its successors, assigns, agents, guests, and invitees shall have the right to use the Easement Area for all purposes that do not unreasonably interfere with the use of the Easement Area by City and City's successors, assigns, agents, guests, and invitees, and by members of the public, pursuant to, and subject to, the terms, conditions, and restrictions of this Agreement.

8. Assignment.

a. City may assign the Easement granted by this Agreement, and the rights and responsibilities conferred herein, subject to CDG's written approval, which approval shall not be unreasonably delayed, conditioned, or denied by CDG. Prior to approving an assignment, CDG may require City's assignee to execute and deliver to CDG an acknowledgment and acceptance of the rights granted and responsibilities contained in this Agreement.

b. CDG may assign the Easement granted by this Agreement, and the rights and responsibilities conferred herein; provided, however, that City shall have authority to require CDG's assignee to execute and deliver to City an acknowledgment and acceptance of the rights granted and responsibilities contained in this Agreement, and that delivery of an executed acknowledgment and acceptance, if required by City, shall be delivered to the City prior to the effective date of any assignment by CDG.

9. Easement to Run with the Land. From and after the Effective Date, and continuing for the duration of the Easement Term, all provisions of this Agreement, including all benefits and burdens, shall be binding upon and inure to the benefit, obligation, and use of the successors, assigns, agents, guests, and invitees of each of the respective Parties; and this Agreement shall bind all persons and entities claiming an interest in the Property by, through, or under CDG, regardless of actual notice or whether or not the deed of transfer specifically references that the transfer or lease of ownership of Property is subject to this Agreement.

10. Property Taxes. City shall not be responsible for any property taxes or assessments, if any, applicable to the Property, including (without limitation) those associated with the Easement Area.

11. Mutual Indemnification.

a. City covenants and agrees to save, defend, indemnify, and hold harmless CDG and its partners, officers, officials, employees, agents, successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against CDG with respect to any injuries, damages, losses, or expenses caused by or resulting from the tortious act, or failure to act, of City or City's officers, employees, contractors, agents, successors, or assigns.

b. CDG covenants and agrees to save, defend, indemnify, and hold harmless City and its officers, officials, employees, agents, successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against City with respect to any injuries, damages, losses, or expenses caused by or resulting from the tortious act, or failure to act, of CDG or CDG's partners, officers, employees, agents, contractors, successors, or assigns related to the Easement of Easement Area.

12. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict CDG or City from availing themselves of the protections offered by applicable laws affording any immunity or defense, including (but not limited to) the limitation of landowner liability afforded by so-called Recreational Immunity statutes or by the limitations contained in the Idaho Tort Claims Act.

13. Modification. To be valid and effective, all subsequent modifications to, or amendments of, this Agreement must be evidenced in writing and signed by a duly authorized representative of each Party or its successor or assign. Any and all verbal, oral, or unsigned attempted modifications to this Agreement shall not be binding on either Party. Every modification and amendment shall be recorded as set forth herein in Section 19.

14. Joint and Several. In the event either Party is comprised of more than one (1) person, all obligations of said Party shall be joint and several on all officers, officials, members, partners, associates, employees, and agents of said Party.

15. Remedies. In the event of a breach or default hereunder by either Party, the nonbreaching or non-defaulting Party shall give written notice of such breach or default to the breaching or defaulting Party, which shall have ten (10) business days to cure such breach or default. The non-breaching or non-defaulting Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

16. Waiver. No waiver of any provision of this Agreement by either Party, and no consent to any departure from the terms, conditions, rights, and responsibilities of this Agreement given by either Party, shall be effective unless the waiver or consent is in writing and signed by an authorized representative of the Party granting the waiver or consent, or by the granting Party's successor or assign. Any waiver or consent so given is effective only as to the specific instance and for the specific limited purpose provided therein.

17. Jurisdiction; Venue. This Agreement and the Easement granted hereby shall be construed and enforced in accordance with the constitution and statutes of the state of Idaho. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

19. Recordation. This Agreement, and any subsequent modifications of this Agreement, shall be recorded in the official records of Ada County, Idaho.

20. Notices. Any notice or demand required by or made pursuant to this Agreement, including notice of a change in address, shall be in writing and personally delivered or mailed by First Class U.S. Mail, postage pre-paid, to the appropriate Party's address (below), or to such other address as a Party shall have last designated by notice, in writing, to the other Party, as provided herein.

<u>CDG</u>:

CDG Acquisitions, LLC c/o Collegiate Development Group 7711 Bonhomme Ave, Suite 625 St. Louis, MO 63105 Attn: Brandt Stiles and Mitchell Korte

with copy to:

Givens Pursley LLP Attn: Franklin G. Lee 601 W. Bannock St. Boise, Idaho 83702

CITY:

Boise City P.O. Box 500, 150 S. Capitol Blvd. Boise, ID 83701-0500

with a copy to:

Boise City Attorney's Office P.O. Box 500, 150 S. Capitol Blvd. Boise, Idaho 83701-0500

Notice shall be deemed delivered on the date received or two (2) days after mailing, whichever is first.

21. Authority. Each person executing this Agreement on behalf of a Party hereby warrants and certifies, by her or his execution hereof, that she or he is duly authorized to sign this Agreement on behalf of such Party.

22. No Violation of Other Agreements. Each Party, for itself, warrants and certifies that its execution of this Agreement does not violate any other agreement to which such Party is bound.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

24. Exhibits. All exhibits referenced in this Agreement are attached hereto and incorporated herein as though set forth in full.

25. Agreement Construction. Each of the Parties to this Agreement has been represented by legal counsel or has had the opportunity to consult with legal counsel while negotiating and preparing this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

26. Force Majeure. For purposes of this Agreement, an "Event of Force Majeure" is any one (1) or more of the following events or circumstances that are beyond the control of, and without the fault or negligence of, the affected Party, and which, by the exercise of reasonable diligence, the affected Party was unable to prevent: (i) Earthquake, flood, fire, hurricane, tornado, or other physical natural disaster (excluding any weather condition not specified herein); (ii) act of riot, war (declared or undeclared), invasion, insurrection, or terrorism; or (iii) labor dispute, strike, or lockout. Except as otherwise provided herein, a Party shall not be responsible for any failure to timely perform its obligations under this Agreement, if such Party is prevented or delayed in performing any obligation by an Event of Force Majeure. If a Party asserts an Event of Force Majeure as a reason for any performance failure or delay, that Party shall: (i) notify the other Party, in writing, of the delay or non-performance; (ii) use reasonable efforts to mitigate the effect the Event of Force Majeure has on the Party's ability to fulfill its obligations hereunder; and (iii) as soon as reasonably practicable following the Event of Force Majeure, re-commence the full and timely performance of its obligations under this Agreement.

27. No Third-party Beneficiaries. No third-party beneficiaries are intended by this Agreement, and none are created hereby.

28. Paragraph Headings. The headings included in the several paragraphs of this Agreement are for reference purposes and for the ease of the reader and shall not affect the meaning or interpretation of this Agreement.

29. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.

[end of text; signature page(s) follow]

IN WITNESS WHEREOF, the Parties have as of the Effective Date.

CDG: CDG ACQUISITIONS, LLC, a Missouri limited liability company By:_____ Name:_____ Its:_____ STATE OF _____)) ss. County of _____) On this _____ day of _____, 2020, before me, a Notary Public in and for the state of Idaho, personally appeared [name], known to me to be the [title] of CDG ACQUISITIONS, LLC, a Missouri limited liability company, who executed the within instrument, and acknowledged to me that s/he executed the same as an authorized representative of CDG ACQUISITIONS, LLC, a Missouri limited liability company. IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal, the date first above written. Notary Public for Idaho Residing at _____ My Commission Expires: _____ [seal] CITY: CITY OF BOISE CITY, an Idaho municipal corporation By:_____ Name:_____ Its: STATE OF _____)) ss. County of _____) On this _____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared [name], known to me to be the Mayor of Boise City, Idaho who executed the within instrument, and acknowledged to me that [name] executed the same as representatives of Boise City, Idaho. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]

Notary Public for Idaho Residing at ______ My Commission Expires: ______

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[<mark>insert</mark>]

EXHIBIT B

GENERAL DEPICTION OF PROPERTY

[<mark>insert</mark>]

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

[<mark>insert</mark>]

EXHIBIT D

GENERAL DEPICTION OF EASEMENT AREA

[<mark>insert</mark>]

EXHIBIT E

MAINTENANCE STANDARDS

[<mark>insert</mark>]



AGENDA BILL

| Agenda Subject: Resolution #1629 – Approving 6 Participation Program Type 2 Ag LLC | Date: 12/9/2019 | | | | |
|---|--|--|--|--|--|
| Staff Contact: Laura Williams | Attachments: 1) Resolution #1629 2) Type 2 Agreement | | | | |
| Action Requested: Adopt Resolution #1629 approving the Type 2 General Assistance Participation Agreement with 600 Vanguard, LLC and authorizing the Executive Director to execute the agreement | | | | | |

Background:

Visum Development Group is an Ithaca, NY-based firm with extensive experience in multifamily development. Over the last decade, Visum has built student housing and has constructed four multifamily buildings (347 beds) and manages a total of 408 beds that serve students from both Cornell University and Ithaca College. Visum is transitioning to national projects with its first traditional market rate development in Boise.

The Vanguard is located on 6th and Front in the River Myrtle-Old Boise URD. The 8-story building will have 75 apartment units and 2,700 SF of ground floor retail. The target tenants are young professionals seeking an urban lifestyle. The amenities will include a community room, gym, bike room, a dog washing room, a rooftop deck, and lounge. The ground floor retail could accommodate a range of tenant types from a restaurant to gym. Visum is still determining the right tenant for the retail space. The project will not include parking on-site.

The project will have approximately 30 studios, 26 1-bedrooms, and 19 2-bed units. Rents are planned to range from \$1,200-2,100 (current value) depending on the unit type. It was approved by Design Review on May 9 of this year. The developer plans to begin construction this November with an estimated completion of spring 2021. The parcel currently houses Biz Print.

The public improvements being constructed, which are eligible for CCDC funding, include sidewalks/streetscapes on Front and 6th Streets including street trees, historic street lights, suspended paving systems, and landscaping.

Visium has requested designation for CCDC's Type 2 Participation Program, which is scored based on 10 urban design categories. Preliminary review of the project scorecard shows that it will score approximately 150 points putting it in the - Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years.

Timing estimates show that the life of the district will expire after three years of reimbursement, which should cover all of the eligible expenses for reimbursement.

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 options to downtown Boise.

Project Summary and Timeline:

- Located on 6th and Front
- 75 for-rent units
- No on-site parking
- \$16 million Total Development Costs
- May 9, 2019 DR Approval
- December 2019 Type 2 Agreement Finalize/Execute
- November 2019 Construction Start
- Spring 2021 Construction Complete
- Spring 2021 Developer submits costs for reimbursement
- 2022: Project is on tax rolls and pays property taxes
- 2023 2025 T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

CCDC can reimburse the project for public improvements. The project has estimated its Eligible Expenses to be approximately \$497,974, which serve as the not-to-exceed amount in the Type 2 Agreement. The reimbursement will be based on actual expenses incurred, but will not exceed this amount. The reimbursement payment will be based on actual tax increment revenue generated by the project and is estimated to 100% of the eligible expenses.

Because this project is complete in 2021, that leaves the final 4 years of the River Myrtle District life for reimbursement (FY 22, 23, 24, 25). In May, the CCDC Board approved a small adjustment to the Participation Program Type 2 reimbursement that allows projects being built toward the end of a district's life to receive reimbursement using the partial assessment value derived from the completion year. This increment revenue is typically not included for project reimbursement as it is often significantly less than a full-value tax year. However, for project's that would not otherwise receive reimbursement for the entirety of their eligible expenses, it adds 1 more year of tax increment for reimbursement.

Assuming the project is complete per it's schedule in March of 2021, the development will receive reimbursements from CCDC in FY 2022, 2023, FY 2024, and FY 2025. The increment generated is anticipated to repay approximately 90% of the public improvement expenses.

Estimated Reimbursement Payments

| September 2022 September 2023 | \$90,000** \$125,000 |
|--|-------------------------|
| 3) September 2023 | \$125,000 |
| 4) September 2025 | \$125,000 |
| Total | \$465,000 |

** 2022 Reimbursement Estimate is based off of a partial value for the occupancy year in 2021, and is 75% of the estimated full value.

Upon approval of a contract, staff will include the project in the upcoming 5 Year CIP amendment for FY '23-'25 for the River Myrtle-Old Boise URD.

Staff Recommendation:

Adopt Resolution # 1629.

Suggested Motion:

I move to adopt Resolution #1629 approving the Type 2 General Assistance Participation Agreement with 600 Vanguard, LLC and authorizing the Executive Director to execute the agreement.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 600 VANGUARD, LLC, A LIMITED LIABILITY COMPANY REGISTERED IN THE STATE OF NEW YORK, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE VANGUARD MIXED-USE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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 deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, 600 Vanguard, LLC, owns or controls certain real property that it plans to develop into multi-family apartments and retail space (the "Project"), including certain right-of-way public improvements and public improvements made in a planned easement area, all of which is

located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 – General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 Participation Program Agreement with 600 Vanguard, LLC, whereby 600 Vanguard, LLC, will construct the Project and the Agency will reimburse 600 Vanguard, LLC, for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 Participation Agreement with 600 Vanguard, LLC; and,

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

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

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

<u>Section 2</u>: That the Type 2 Participation Program Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

(continued on next page)

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____ Dana Zuckerman, Chair

ATTEST:

BY: _____ Ryan Woodings, Vice Chair



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

600 VANGUARD, LLC

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("CCDC"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and 600 VANGUARD, LLC ("Participant"), a New York limited liability company, collectively referred to as the "Parties" and each individually as a "Party."

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 600 West Front Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached <u>Exhibit A</u>.
- C. Participant plans to construct on the Project Site as a mixed use building consisting of approximately 75 rental apartments, indoor and outdoor community amenities, and 2,600 SF of ground floor retail (collectively, the "Project"). The Project is visually depicted on attached <u>Exhibit B</u>.
- D. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").
- E. As part of the Project, Participant intends to: construct streetscapes on Front and 6th Streets; install Silva Cells, contribute to utility line expansion; and perform necessary patch work on Front and 6th Streets (the "Eligible Expenses"). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached **Exhibit C**.

- F. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("RM District") as defined by River-Myrtle Old Boise Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the RM District.
- G. After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.
- H. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Eligible Expenses, the cost estimates for which are attached on <u>Exhibit D</u>.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete or until the termination of the RM District on September 30, 2025, whichever comes first. Participant must reach Completion of the Project and the Public Improvements by January 1, 2022. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one hundred eighty (180) day extension to the January 1, 2022, construction completion deadline may be granted upon written approval by CCDC.

"Completion" shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

II. SUBJECT OF AGREEMENT

A. <u>Recitals, Purpose of This Agreement</u>

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

B. <u>Parties to This Agreement</u>

1. <u>CCDC</u>

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

2. Participant

Participant is 600 Vanguard, LLC, a limited liability company registered in the state of New York. The principal address of Participant is 119 S. Cayuga Street, Suite 301, Ithaca, New York, 14850. "Participant," as used herein, includes 600 Vanguard, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. <u>The Project</u>

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B.

The current total assessed value of the Site, as determined by the Ada County Assessor, is Six Hundred Eighty-Nine Thousand Seven Hundred Dollars (\$689,700) for tax year 2019.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Sixteen Million Dollars (\$16,000,000) (the "Estimated Value").

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

D. Participation Program

Based on the Participation Program Type 2 Scorecard, CCDC has determined that the Project is a Level A Project. As a Level A Project, Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to four (4) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

No payments will be made after the RM district has terminated (last payment in September 2025). The final payment will continue to be based off of the annual tax increment received for that reimbursement year.

If Participant materially changes the Project contemplated in the application submitted to CCDC on November 11, 2019 (the "Application"), and those changes produce a change to the Project's Scorecard (attached as **Exhibit E**), CCDC reserves the right to reevaluate the Project and determine which Level the Project meets, which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. <u>CCDC, City, and Other Governmental Entity Permits</u>

Participant shall, at Participant's own expense, secure any and all permits and approvals for the Project (including the Public Improvements) which may be required by CCDC, City, or any other governmental entity ("Approving Entities") relative to Project construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

Participant shall keep CCDC advised of the approval process for all permits and approvals and advise CCDC immediately if any action or inaction by the Approving Entities will affect the scope and purpose of this Agreement.

Any failure by Participant to secure required permits and approvals, including but not limited to compliance with any and all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

C. <u>Public Improvements</u>

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

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

D. <u>Construction of Public Improvements</u>

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

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

E. <u>Estimated Eligible Expenses</u>

Participant has estimated the cost of the Public Improvements to be Four Hundred Ninety-Seven Thousand Six Hundred Seventy-Four Hundred Dollars (\$497,674) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

- 1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
- 2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way.
- 3. Schedule of values using the format of the Eligible Expenses template to list actual expenses and the contractors who performed that work ("Schedule of Values").
- 4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
- 5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.

- 6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- 7. Additional documentation or clarifications may be required and requested by CCDC.
- 8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.

G. <u>Reimbursement Schedule</u>

Upon determining the CCDC Reimbursement, CCDC shall finalize and execute the "Confirmation of Final Reimbursement Amount and Payment Schedule." A draft of Payment Schedule is attached hereto as **Exhibit F**.

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project. **The reimbursement term will be impacted by Project's completion date.**

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

The year in which a project is completed is called the "Occupancy Year" and reflects a prorated value on the Subsequent Roll. This value will be assessed at the end of November, and will be prorated for months of occupancy in that year. Property tax payments are due in January and June for the Subsequent Roll.

This project qualifies to receive reimbursement based upon the Occupancy Year assessment because its Eligible Expenses would not otherwise be reimbursed during the remaining life of the RM district.

The reimbursement shall be issued no later than September 30 of the year in which CCDC receives tax increment for the Occupancy year.

| Reimbursement | Project Completion | Assessment Type | Assessment | Taxes Due | Reimbursement Paid |
|---------------|-----------------------|---|------------------|--------------------------|-----------------------|
| #1 | March 2021 | Occupancy Year - Subsequent Roll | November 2021 | Jan. 2022 & June 2022 | September 2022 |
| #2 | NA | Primary Roll | January 2022 | Dec. 2022 & June 2023 | September 2023 |
| #3 | NA | Primary Roll | January 2023 | Dec. 2023 & June 2024 | September 2024 |
| #4 | NA | Primary Roll | January 2024 | Dec. 2024 & June 2025 | September 2025 |

The anticipated timeline for this project is as follows:

The annual reimbursement payment will be determined by the actual tax increment the Project generates. For illustration purposes *only*, the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

| Estimated Assessed Full Value* | \$12,800,000 |
|---------------------------------------|--------------|
| 2018 Assessed Value | -\$689,700 |
| Subtotal | \$12,110,300 |
| X Levy Rate (0.013) | \$160,000 |
| X 80% (Level A Reimbursement Rate) | \$125,000 |

* The Estimated Assessed Value is slightly lower than the "Estimate Value" in Section II. C. to account for potential differences in the assessment

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

Estimated Reimbursement Payments

| 1) September 2022 | \$90,000** |
|-------------------|------------|
| 2) September 2023 | \$125,000 |
| 3) September 2024 | \$125,000 |
| 4) September 2025 | \$125,000 |
| Total | \$465,000 |

** 2022 Reimbursement Estimate is based off of a partial value for the occupancy year in 2021, and is 75% of the estimated full value.

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

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the 80% of the tax increment generated by the Project during the Reimbursement Period.

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

H. <u>CCDC Reimbursement Assignable</u>

CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee or designee. Participant shall have the right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. CCDC and Participant agree that CCDC's obligations run only to Participant or its assignee or designee.

I. <u>Subordination of Reimbursement Obligations</u>

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

including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

K. Insurance

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

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.

2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall <u>not</u> utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

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

L. <u>Antidiscrimination During Construction</u>

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. <u>Maintenance</u>

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

IV. USE OF THE SITE, COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2025.

B. Local, State and Federal Laws

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

C. <u>Taxes</u>

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

1. <u>Taxes Generally</u>

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

2. <u>Tax Appeals/ Exemptions</u>

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2025. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. <u>Defaults in General</u>

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

B. Legal Actions

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

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

C. <u>Rights and Remedies Are Cumulative</u>

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

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

VI. GENERAL PROVISIONS

A. <u>Notices, Demands, and Communications Between the Parties</u>

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

B. <u>Conflicts of Interest</u>

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. <u>Successors and Assigns</u>

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

E. <u>Attorney Fees and Costs</u>

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

F. <u>Severability</u>

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

G. <u>Headings</u>

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

H. <u>Counterparts</u>

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

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party

claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

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

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

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

K. <u>Promotion of Project</u>

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

This Agreement, including the following listed **<u>Exhibits A through F</u>**, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – Legal Description

Exhibit B – Project Depiction and Renderings

Exhibit C – Public Improvement Plans

Exhibit D – Schedule of Eligible Expenses Estimate

Exhibit E – Participation Program Scorecard

Exhibit F – Confirmation of Reimbursement (Draft)

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.

End of Agreement | Signatures appear on the following page.

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

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

600 Vanguard, LLC ("Participant")

Date

Todd S. Fox, Manager

Exhibit A

Legal Description

The southerly 80 feet of Lots 5 and 6 in Block 23 of The Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 1, records of Ada County, Idaho.

Exhibit A (continued)

Depiction of Project Site



Exhibit B

Project Depiction and Renderings





Exhibit C Public Improvement Plans and Renderings

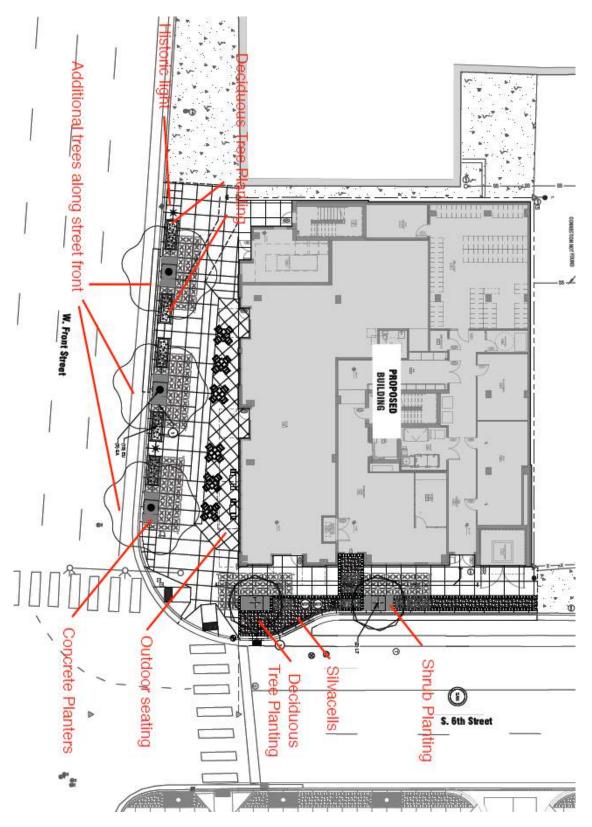


Exhibit D Schedule of Eligible Expenses Estimate Page 1 of 2

| | Type 2 Eligible E | ticipatio r Expenses / | | | orm | |
|----|-------------------------------|----------------------------------|-------|--------------|-----------|-------------|
| | Actual Eligible Co | osts To Be De | tern | nined by CCD | с | |
| | Project Name: The Vanguard | Plan | Date | e: 11/8/19 | By: Visum | Development |
| | | | | | | |
| | | CAPE: (In righ | t-of- | way) | | |
| # | ITEM DESCRIPTION | UNI | Т | UNIT PRICE | QUANTITY | TOTAL COST |
| | SITE PREPARATION: | | | | | |
| 1 | Surface demolition | SF | | 8.00 | 4,020 | 32,16 |
| 2 | Asphalt demolition | SF | | 4.00 | 130 | 52 |
| 3 | Curb and gutter demolition | LF | | 8.00 | 150 | 1,20 |
| 4 | Saw cut | LF | | 6.00 | 225 | 1,35 |
| 5 | Replace subbase | SF | | 2.50 | 4,150 | 10,37 |
| 6 | Stand alone tree removal | EACH | | 350.00 | 3 | 1,05 |
| | SIDEWALK WORK: | | 0 | | | |
| 7 | Scored concrete sidewalk | SF | | 6.25 | 3,310 | 20,68 |
| 8 | Dry laid brick | | 0 | 0.00 | Ó 0 | |
| 9 | Pedestrian ramp | | 0 | 0.00 | 0 | |
| 10 | Truncated dome | Each | | 500.00 | 2 | 1,00 |
| 11 | Lawn parkway | | 0 | 0.00 | 0 | |
| 12 | Irrigation | LS | | 1.00 | 43,467 | 43,46 |
| | OTHER: | | | | | |
| 13 | Asphalt repair | SF | | 8.00 | 130 | 1,04 |
| 14 | Concrete curb cut | | 0 | 0.00 | 0 | |
| 15 | Vertical curb and gutter (6") | LF | | 24.00 | 150 | 3,60 |
| | Meyers cabinet | | 0 | 0.00 | 0 | |
| 17 | Water meter | | 0 | 0.00 | 0 | |
| | SITUATIONAL FURNISHINGS: | | | | | |
| 18 | Street trees | Each | | 8.00 | 2,000 | 16,00 |
| 19 | Tree grates & frames | Each | | 8.00 | 791 | 6,32 |
| 20 | Trench drain cover | | 0 | 0.00 | 0 | |
| 21 | Historic street light | Each | | 3,000.00 | 5 | 15,00 |
| | Bench | | 0 | 0.00 | 0 | |
| 23 | Bike rack | Each | | 2.00 | 1,500 | 3,00 |
| | Litter receptacle | | 0 | 0.00 | 0 | |
| 25 | Pre-cast planter | Each | | 5.00 | 772 | 3,86 |
| | OTHER: | | | | | |
| 26 | TBD | | 0 | 0.00 | 0 | |
| 27 | TBD | | | 0.00 | 0 | |
| | Total Streetscape Costs: | | | | | 160,63 |

Exhibit D Schedule of Eligible Expenses Estimate Page 2 of 2

| | Actual Eligible Cost | s To Be De | termined by C | CDC | |
|----------|--|------------|---------------|----------|------------|
| | | | | | |
| | INFRASTRUCTURE & UTILITIES: (In right-of-wa | 57574 | | | |
| | STORM WATER MITIGATION: | UNIT | UNIT PRICE | QUANTITY | TOTAL COST |
| 28 | Surface demo | | 0.00 | 0 | 0 |
| | Surface prep | | 0.00 | 0 | |
| 30 | Finish materials (Silva Cells) | LS | 1.00 | 116,812 | 116,812 |
| | UTILITIES: | | 0.00 | 0 | (|
| 81 | Power line (new/relocation/extension) | LS | 1.00 | 143,478 | 143,478 |
| 12 | Water line (new/relocation/extension) | LF | 45.00 | 50 | 2,250 |
| | Sewer line (new/relocation/extension) | LF | 110.00 | 135 | 14,850 |
| | Geothermal Line (new/relocation/extension) | | 0.00 | 0 | C |
| 35 | Natural gas line (new/relocation/extension) | LF | 75.00 | 20 | 1,500 |
| 86 | Phone line (new/relocation/extension) | | 0.00 | 0 | C |
| 37 38 | Fiber line (new/relocation/extension) ACHD power box relocation | | 0.00 | 0 0 | 0 |
| | STREET: | | | | |
| 89 | Asphalt demolition | SF | 4.00 | 890 | 3,560 |
| ю | Road sub-base and prep | SF | 2.50 | 890 | 2,225 |
| 1 | Asphait paving | SF | 8.00 | 890 | 7,120 |
| | PATH: | | | | |
| | Surface demolition | | 0.00 | 0 | c |
| | Surface prep | | 0.00 | 0 | C |
| 4 | Paving material | | 0.00 | 0 | (|
| | ALLEY: | | 0.00 | 0 | (|
| 5 | Asphalt demolition | | 0.00 | 0 | C |
| 16 | Alley sub-base and prep | | 0.00 | 0 | 0 |
| 17 | Asphalt paving | | 0.00 | 0 | (|
| 8.1 | PLAZA: | | 98333 | 03673 | |
| | Surface demolition | | 0.00 | 0 | 0 |
| | Surface prep Paving material | | 0.00 | 0 0 | 0 |
| | OTHER: | | | | |
| 51 | твр | | 0 | 0 | (|
| | TBD | | 0 | 0 | C |
| | Total Infrastructure & Utilities Costs: | | | | 291,79 |
| | TOTAL ELIGIBLE COSTS: | | | | 452,431 |
| | TOTAL ELIGIBLE COSTS (with contingency: | ortant No | | | 497,674 |

Exhibit E Participation Program Scorecard

| PRO | DECT NAME: The Vanguard | | |
|--------|--|-----------|----------|
| | ED ON PLANS DATED: October 24, 2019 | | |
| 1 | SCORING | | |
| | Level A: 140+ points Level B:120-139 points Level C:100-119 points | | |
| | and the second | Requested | Verified |
| 1 | Activate Dormant/Disinvested Sites (1 Only) | 20 | |
| a b | reuse of existing building conversion of surface parking | 20 | |
| c | replace dormant building | 16 | |
| d | reuse of vacant land | 10 | |
| | | | |
| 2 | Reuse of Targeted Sites (1 Only) | | |
| 2 | reuse of historic register building | 20 | |
| b c | reuse of automotive site | 15 | |
| c | reuse of dry cleaner site | 15 | |
| 3 | Environmental Remediation (1 Only) | | |
| 2 | >\$100,001 costs | 20 | |
| ь | \$50,001-\$100,000 costs | 16 | |
| c | \$10,000-\$50,000 costs | 12 | 12 |
| 4 | The Taylor de La Carlos de La C | | |
| 4 | Utility Infrastructure (all that apply) replace or expand geothermal | 15 | |
| ь | stormwater mitigation | 15 | 15 |
| c | replace or expand fiber | 15 | |
| d | replace or expand power | 15 | 15 |
| e | replace or expand sewer | 15 | 15 |
| f | replace or expand water | 15 | 15 |
| 5 | Connectivity (all that each) | | |
| 2 | Connectivity (all that apply) add a street | 20 | |
| ь | add a ground level plaza | 19 | |
| • | add an alley | 17 | |
| d | add a pathway | 15 | |
| e | add or substantially improve a sidewalk | 10 | 10 |
| 2 | | | |
| 6 | Compact Development (1 Only) | | 40 |
| a b | 4.0 to 5.0+ FAR 3.0 to 3.9 FAR | 10 9 | 10 |
| c | 2.0 to 2.9 FAR | 8 | |
| d | 1.0 to 1.9 FAR | 7 | |
| e | 0.5 to 0.9 FAR | 6 | |
| | | | |
| 7 | Parking Placement & Design (1 Only) | 1.111 | |
| • | structured parking below grade | 20 | |
| b c | structured parking above grade | 18 | 15 |
| d | no surface parking parking location is to rear or interior of building | 10 | |
| • | parking is screened by wall, fence, sunken | 8 | |
| | | | |
| 8 | Targeted Uses (1 Only) | _ | |
| 2 | Affordable Housing | 10 | 10 |
| b | Mixed-Income/Workforce housing | 10 10 | |
| d | corporate HQ | 10 | |
| • | education | 10 | |
| f | artisan | 10 | |
| 5 | light manufacturing/assembly | 10 | |
| | | | |
| 9 | Walkability (all that apply) | - | |
| • | =/> 70% of sidewalk/setback is abutted by ground floor building face | 20 | 20 |
| b | =/> 60% ground floor glazing on street frontages (30% res) =/> 12' ground floor height | 18 15 | 0 |
| d | =/> 12 ground toor neight main entry is prominent, ground floor, and faces street/not parking | 15 | 15 |
| • | =/> 75% ground floor frontage has functional awnings (30% res) | 10 | 0 |
| f | public art element | 5 | EPS. |
| | | | |
| | Sustainable Building (1 Only) | | |
| 2 | Living Building Certification | 10 | |
| b | LEED platinum or equivalent | 8 | |
| c d | LEED gold or equivalent LEED silver or equivalent | 6 | |
| e | Connect to and use of geothermal system | 5 | |
| f | LEED Certified or using Boise City Green Building Code | 5 | |
| | | 4 | |
| Б | energy star cert | - | |

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and ______, an Idaho ______ ("Participant").

WITNESSETH:

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of ______ (the "Participation Agreement"), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be ______ and __/100 dollars (\$_____) (the "CCDC Reimbursement").

2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2019 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2018 tax year assessed value of the Site, as determined by the Ada County Assessor is

First Annual Payment – Due on or before September 30,

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, ____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, ____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the four Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the CCDC Reimbursement.

If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments or by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

CCDC:

CAPITAL CITY DEVELOPMENT CORPORATION

By:_____

____, Executive Director

Date

PARTICIPANT:

By: ______ Its: _____

Date



AGENDA BILL

Agenda Subject:
Change Order No. 1 for the 10th & Front Garage 2019 Concrete DeckDate:
December 9, 2019Staff Contact:
Karl WoodsAttachments:
1) Resolution No. 1636
2) Change Order No. 1

Action Requested:

Approve Change Order No. 1 for the 10th & Front Garage 2019 Concrete Deck Repairs Project

Fiscal Notes:

The original construction agreement amount was \$185,732. Changes during the project necessitate the increase to \$209,896.62. The Parking Facilities Improvements GL account has sufficient funds to cover the increase.

Background:

The Agency issued a formal invitation for bid for the 10th & Front Garage 2019 Concrete Deck Repairs Project ("Project") on June 26, 2019, and received three bids on the due date of July 23, 2019. The winning bid submitted by Hellmann Construction Co., Inc. was within the Executive Director's spending authority for public works construction. On August 19, 2019, the Agency and Hellmann executed the construction agreement for the amount of \$185,732.

Hellman submitted the Change Order which includes Extra Work Orders 1-5. These Extra Work Orders reflect repair quantity adjustments, enhanced water proofing, scope change requests by the owner, and expenses associated with unforeseen conditions. Staff is requesting approval of the Change Order due to the change order amount causing the contract to now exceed the Executive Director's spending authority.

Staff Recommendation:

Staff recommends approval of Change Order No. 1 for the 10th & Front Garage 2019 Concrete Deck Repairs Project.

Suggested Motion:

I move to adopt Resolution No. 1636 approving Change Order No. 1 for the 10th & Front Garage 2019 Concrete Deck Repairs Project.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING CHANGE ORDER NO. 1 TO THE PUBLIC WORKS CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND HELLMANN CONSTRUCTION COMPANY, INC., FOR THE 10TH & FRONT GARAGE 2019 CONCRETE DECK REPAIRS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. 1 AND EXPEND FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (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, Idaho Code § 67-2805(2)(a) provides for a competitive sealed-bidding process for the procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its 10th & Front Garage 2019 Concrete Deck Repairs Project (the "Project") on June 26, 2019, inviting property licensed construction firms to submit sealed bids for the construction; and,

WHEREAS, the Agency published the requisite public notice of the Invitation to Bid in the Idaho Statesman newspaper on June 26, 2019 and July 3, 2019; and,

WHEREAS, the Agency received three (3) sealed bids by the due date and time of 3:00 p.m. on July 23, 2019; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders had appropriate and valid public works contractor's licenses; and,

WHEREAS, the bid submitted by Hellmann Construction Co., Inc. was the qualified bidder which submitted the lowest responsive bid for the Project in the amount of \$185,732, which total bid amount was within the Executive Director's independent spending authority for the Project; and,

WHEREAS, on August 19, 2019, Agency and Hellmann Construction Co., Inc., executed the Construction Agreement for the Project in the amount of \$185,732; and,

WHEREAS, Agency and Hellmann Construction Co., Inc. find that additional services are needed for the Project in the amount of \$24,164.62, which, when added to the prior scope and amount authorized by the Executive Director, is an amount which exceeds the Executive Director's independent spending authority for public works construction services, granted to him by Board Resolution No. 1498; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Change Order No. 1 and to authorize the Executive Director to execute same.

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

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

<u>Section 2</u>: That Change Order No. 1 to the Construction Agreement between the Agency and Hellmann Construction Co., Inc., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

<u>Section 3</u>: That the Agency Board hereby authorizes the Executive Director to execute Change Order No. 1 to the Construction Agreement for the 10th & Front Garage 2019 Concrete Deck Repairs Project with Hellmann Construction Co., Inc., and further, authorizing the expenditure of funds for additional public works construction services for the Project in the amount of Twenty-Four Thousand One Hundred Sixty-Four and 62/100 Dollars (\$24,164.62), bringing the combined total for the Project to Two Hundred Nine Thousand Eight Hundred Ninety-Six and 62/100 Dollars (\$209,896.62).

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY:

Dana Zuckerman, Chair

ATTEST:

BY:

Ryan Woodings, Vice Chair



CHANGE ORDER

DATE: December 2, 2019

PROJECT NAME

10th & Front Garage - 2019 Concrete Deck Repairs Project

PROJECT LOCATION 10th & Front Garage, 234 South 10th Street, Boise, Idaho

CONTRACTOR

Hellmann Construction Co., Inc. Eric Hellmann **Project Manager** hellmannconst@cableone.net 1637 South Curtis Road Boise, Idaho 83705 208-65/-2293

Capital City Development Corp. Karl Woods Project Manager kwoods@ccdcboise.com 121 N. 9th Street, Ste. 501 Boise ID 83702

208-384-4264

Change Order No. 1

EXHIBIT A

Description of Change:

The following changes are hereby made to the Contract for the above referenced project:

| Extra Work Order | Amount of Increase/Decrease | Change in Contract Time |
|-----------------------|-----------------------------|-------------------------|
| EWO #1 (See attached) | \$ (7,816.01) | 0 Additional Days |
| EWO #2 (See attached) | \$ 2,853.60 | 0 Additional Days |
| EWO #3 (See attached) | \$ (44,079.62) | 14 Deleted Days |
| EWO #4 (See attached) | \$ 1,626.00 | 4 Additional Days |
| EWO #5 (See attached) | \$ 71,580.65 | 21 Additional Days |

The Contract is a Standard Agreement and General Conditions between Owner and Constructor dated August 19, 2019.

The Contract Amount will change by execution of this Change Order:

| Original Contract Amount: | \$185,732.00 |
|--|--------------|
| Previous Contract Change Order Amounts: | \$0 |
| Contract Sum Prior to this Change Order: | \$185,732.00 |
| Increased / Decreased Contract Sum by Execution of this Change Order | \$24,164.62 |
| Revised Contract Total | \$209,896.62 |

OWNER

The Contract Time will be increased by eleven (11) days The new date of Substantial Completion will be: December 8, 2019

This document shall become an amendment to the contract an all provisions of the contract will apply hereto. To be effective, this Change Order must be approved by the following, acknowledging agreement herewith including any adjustment

KPFF Consulting Engineers ARCHITECT/ENGINEER

SIGNATURE

Sidney Gold, Engineer PRINTED NAME AND TITLE

12/04/2019

DATE

Hellman Construction CONTRACTOR SIGNATURE

Eric Hellman, Operations Mgr. PRINTED NAME AND TITLE

12,5,19 DATE

Capital City Development Corp. OWNER

SIGNATURE

| John | Brur | nelle, | Execu | tive | Director | |
|------|------|--------|-------|------|----------|--|
| PRIN | TED | NAME | AND | TITL | E | |

DATE



CA Lic. No. B695568 ID Lic. No. RCE16441

Phone: (208) 685-2750

1637 S. Curtis Rd. Boise, Idaho 83705

Fax: (208) 685-2751

October 21st, 2019

KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Attn: Mr. Sidney Gold

Project: 2019 10th & Front Garage Repair

Subject: Extra Work Order No. 1R (Credit 29'-7" of Full Depth Repair @ Level 5 11.5 Line)

Dear Mr. Gold :

Please find attached breakdown **credit** pricing for our (revised) Extra Work Order No. 1R. Our original Extra Work Order No. 1 incorrectly calculated SF deductions vs. CF deductions. The total of this extra work order is a **credit** of (\$7,816.01) and includes zero (0ea.) additional schedule days.

Please review our proposed pricing and call us with any questions.

Regards. Un

Eric R. Hellmann Operations Manager

Enclosures

cc: Christina Michaels Aaliyah Rodriguez

Hellmann Construction Co. Inc.

| 10/18/2019 Project: EXTRA WORK ORDER NO. | 10th & Front Parking Garage Concrete Deck Repairs 1R |
|--|---|
| Description: | Deduct for Deleted (Level 5) 11.5 Line Full Depth Concrete Repair |

Reference:

Veritas Consulting Inspection

Requested Time Extension:

(0) Calendar Days

| | MAT | TERIALS | | EQUIPM | IENT | | LABOR | | | SUBCON | TRACT | |
|---|------------|------------|--------|------------|----------|---------|----------|--------|----------|------------|----------|-------------|
| ITEM | QUANTITY U | INIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT MH | TOTAL MH | RATE | AMOUNT | UNIT PRICE | AMOUNT | TOTAL |
| 1. Credit Shoring Deletion @ Full Depth Pour Strip (Total = 30'-6"LF) | 30'-6" | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$14.39/lf | -438.90 | -\$438.90 |
| 2. Credit Removal of Full Depth Conc. Repair @ 5" per docs (3'-1"x29'-7") | 38CF | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$45.00/cf | -1710.00 | -\$1,710.00 |
| 3. Credit Full Depth Conc. Repair @ 5" per docs (3'-1"x29'-7") | 38CF | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$23.10/cf | -877.80 | -\$877.80 |
| 4. Credit Preparation & Placement of Rebar | 29'-7" | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$3.15/lf | -93.18 | -\$93.18 |
| 5. Credit Anode Placement (91sf / 24" o.c.) | 46EA | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$43.50/ea | -2001.00 | -\$2,001.00 |
| 6. Credit Waterproofing Membrane Application | 91SF | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$16.25/sf | -1478.75 | -\$1,478.75 |
| 7. Credit Removal of Damaged Underside Conc. (5L: 20sf-1sf=19sf) | 4.75CF | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$93.50/cf | -444.13 | -\$444.13 |
| 8. Credit Underside Anode Placement (5L @ 24" o.c.: 20sf-1sf=19sf) | 10EA | | 0.00 | | 0.00 | | 0 | \$0.00 | | \$43.50/sf | -435.00 | -\$435.00 |
| 9. Credit Repair of Underside Concrete Placement (5L: 20sf-1sf=19sf) | 4.75CF | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$71.00/cf | -337.25 | -\$337.25 |
| | | | | | ******** | | | | | | | |
| | Su | ubtotals | 0.00 | | 0.00 | | 0 | | 0.00 | | -7816.01 | -7816.01 |
| 6% Sales Tax | | | 0.00 | | 0.00 | | | | 0.00 | | 0.00 | \$0.00 |
| 22% Payroll Taxes & Insurance | | | 0.00 | | 0.00 | | | | 0.00 | | 0.00 | \$0.00 |
| | | | | | ******** | | | | ******** | | ******** | |
| | Su | ubtotals | 0.00 | | 0.00 | | | | 0.00 | | -7816.01 | -\$7,816.01 |
| Overhead/Profit & Bond @ 20% | | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

TOTAL EXTRA WORK ORDER CREDIT



CA Lic. No. B695568 ID Lic. No. RCE16441

Phone: (208) 685-2750

1637 S. Curtis Rd. Boise, Idaho 83705

Fax: (208) 685-2751

September 30th, 2019

KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Attn: Mr. Sidney Gold

Project: 2019 10th & Front Garage Repair

Subject: Extra Work Order No. 2 (F&I Elevator Landing Water Channels)

Dear Mr. Gold :

Please find attached breakdown pricing for our Extra Work Order No. 2. RFI #7, dated 9.23.19, confirmed that the existing elevator landings on levels 2,3 & 4 allow the majority of landing rain/snow water to enter the parking garage. In order to alleviate this problem, we suggested installation of a short length of tapered water channel cut & ground into the existing concrete slab to divert the water to the south end of each landing. The Owner concurred with our suggestion. The total of this extra work order is \$2,853.60 and includes zero (0ea.) additional schedule days.

Please review our proposed pricing and call us with any questions.

Regards.

Eric R. Hellmann Operations Manager

Enclosures

cc: Christina Michaels Aaliyah Rodriguez

Hellmann Construction Co. Inc.

9/30/2019 Project:

10th & Front Parking Garage Concrete Deck Repairs EXTRA WORK ORDER NO. 2

| Description: | Add for Sawcutting & Grinding Elevator Landing Water Channels |
|---------------------------|---|
| Reference: | RFI #7 |
| Requested Time Extension: | (0) Calendar Days |

| | MATERIALS | | EQUIPMENT | | | LABOR | | SUBCONTRACT | | | |
|--|-----------|------------|-----------|------------|--------|---------|----------|-------------|--------------|-------------------|------------|
| ITEM | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT MH | TOTAL MH | RATE | AMOUNT | UNIT PRICE AMOUNT | TOTAL |
| 1. F&I Elevator Landing Water Channel Sawcutting & Grinding | 1LS | | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | 2134.00 | \$2,134.00 |
| Unbolt, Remove & Re-bolt Existing Handrails (for equipment access) | 3ea | | 0.00 | | 0.00 | | 8 | \$25.00 | 200.00 | 0.00 | \$200.00 |
| | | | ****** | | ***** | | | | | -******** | |
| | | Subtotals | 0.00 | | 0.00 | | 8 | | 200.00 | 2134.00 | \$2,334.00 |
| 6% Sales Tax | | | 0.00 | | 0.00 | | | | 0.00 | 0.00 | \$0.00 |
| 22% Payroll Taxes & Insurance | | | 0.00 | | 0.00 | | | | 44.00 | 0.00 | \$44.00 |
| | | | ******** | | | | | | ******* | | ENTERING . |
| | | Subtotals | 0.00 | | 0.00 | | | | 244.00 | 2134.00 | \$2,378.00 |
| Overhead/Profit & Bond @ 20% | | | | | | | | | | | \$475.60 |
| | | | | | | | | | | | |
| | | | | | | | 1 | TOTAL EXTR | RA WORK ORDE | ER | \$2,853.60 |

CONCRETE SURFACE TECHNOLOGIES

CONSURCO

CONSURCO – Corporate HQ 621 E. King St. STE 150 Meridian ID 83642 (208) 375-4952

BID PROPOSAL

Page 1 of 2

 TO:
 Hellmann Construction

 ATTN:
 Eric Hellmann
 hellmannconst@cableone.net

 FROM:
 Casey Sittniewski
 casey.sittniewski@consurco.com

 DATE:
 September 24, 2019

 PROJECT:
 Elevator Landings at 10th and Front Garage – Boise, ID 83706

 WAGE RATE:
 Project Pricing Based on Standard Labor Rates, No Nights or Weekends

Consurco will perform and install the following scope of work. This estimate includes labor, material, clean up, and quality workmanship with experienced supervision.

SCOPES OF WORK: Addendums Received and Acknowledged: None

- A. <u>Floor Slope Grinding</u> -Scope: Level 2-4 Elevator Landing Finish: Sloped Ground Process:
 - 1. Saw Cut/Scarify/Grind Elevator Landing to create sloped water channel.

Estimated Duration: 2-3 days

PRICING:

A. Labor and Material for Resinous Flooring: \$2,134.00

Concrete Restoration & Strengthening - Industrial Floor and Wall Coatings - Waterproofing - Concrete Polishing Washington | Oregon | California | Idaho | Utah | Nevada | Montana Contractor Lic #'s - WA:CONSU**866KF - OR:209933 - CA:1018708 - ID: RCE-7257 - UT:7528305-5501- NV 83587 - MT 159291

CONSURCO – Corporate HQ 621 E. King St. STE 150 Meridian ID 83642 (208) 375-4952

BID PROPOSAL

Page 2 of 2

STANDARD CONDITIONS OF INSTALLATION:

- 1. Owner/GC to provide electrical power (208/480v/3ph/50amp) & (120v/1ph/20amp), trash dumpster for construction debris including bagged concrete dust, restrooms, and finished lighting.
- 2. CONSURCO can provide a generator for (208/480v/3ph/50amp) power if required for an additional cost of \$300/day or \$1000/week.
- 3. Owner/GC to provide a minimum of 60 degrees' temperature throughout entire installation and cure.
- 4. Owner/GC to provide a means to move equipment to work area.
- 5. Owner/GC to verify and remediate any existing floor coverings for asbestos or other carcinogens.
- 6. Owner/GC to remove or wait to install all movable equipment and machinery before installation including bathroom partitions and toilets.
- 7. Owner/GC to accept and store material in a safe, dry, temperature-controlled area upon delivery.
- 8. Owner/GC to provide a dry, watertight environment throughout coating procedure.
- 9. Owner/GC to provide free and clear access during entire installation process.
- 10. Owner/GC to ensure no other personnel or trades intrude on work area during installation and cure.
- 11. Owner/GC shall not install equipment or structure that will limit the accessibility of 36" planetary grinder.
- 12. Owner/GC responsible for post coating protection.

CONSURCO

CONCRETE SURFACE TECHNOLOGIES

- 13. CONSURCO can provide and install floor protection at an additional charge of \$.50/sf. This price does not include the maintenance, removal, or disposal of the floor protection.
- 14. CONSURCO will provide vacuum assisted tools and prep procedures although the flooring installation will introduce some dust and odor.
- 15. CONSURCO will provide up to 1 man-hour per 3,000 Sq.Ft. of concrete patching, any additional floor patching can be completed @ \$65.00 / Hour plus materials with an approved, signed change order.
- 16. Grinding Concrete will follow contour of existing substrate, sloping or additional grinding will be charged as a change order.
- 17. Project Pricing is based on standard labor rates (40-hour weeks, non-union, non-prevailing wage, no nights, or weekends).
- 18. Additional Scope Prices are based on the work being completed in conjunction with the Base Bid Scope of work and are not stand-alone prices.
- 19. Project Pricing is based on completing all areas in one continuous phase (2-3 days). Areas must be clear of all other trades for the duration of the installation and scheduled as such. Additional Cost accrued by CONSURCO due to work site interruptions or cross-scheduling that requires remobilization and/or delays will be charged to the customer through an approved change order.
- 20. If crew is unable to start work at time of arrival, there will be a \$65/man hour charge for stand-by time.
- 21. Project schedule shall be established 30 days prior to start of work. Any changes in schedule less than 30 days to start of work may require a \$2,000.00 mobilization fee and \$2,000.00 De-mobilization fee to bring crew members in from one of our other regional offices.
- 22. Pricing includes a 1-year warranty from completion date for labor and materials.
- 23. Payment Terms Net 30 on all progress billing. Retainage to be paid 30 days from substantial completion.
- 24. Price quote is good for 90 days from date of proposal.
- 25. Owner Controlled Insurance Programs (OCIP) and Contractor Controlled Insurance Programs (CCIP) are already factored into our price, and as such, there is no deduction for their use on a project.
- 26. Third party collaborative project management tools or payment processing services are NOT included in pricing and will be billed as a change order at actual costs plus associated labor hours for setup and execution.

PLEASE SIGN BELOW AND RETURN AS AUTHORIZATION TO PROCEED.

The undersigned buyer accepts this proposal as a binding contract subject only to the approval of the buyer's credit by the seller which approval shall not be unreasonable withheld. The conditions set forth on this proposal are a part of the proposal and no contradictory or additional term contained in any form sent, delivered or produced by buyer shall become a part of the contract unless accepted in writing by seller. This proposal is subject to signing a mutual agreeable contract. This proposal shall be accepted by buyer's authorized signature hereon or by acceptance of any performance, shipment or delivery by seller. BUYER

NAME

TITLE

DATE

Thank You...We look forward to working with you!

Concrete Restoration & Strengthening - Industrial Floor and Wall Coatings - Waterproofing - Concrete Polishing Washington | Oregon | California | Idaho | Utah | Nevada | Montana Contractor Lic #'s - WA:CONSU**866KF - OR:209933 - CA:1018708 - ID: RCE-7257 - UT:7528305-5501- NV 83587 - MT 159291



CA Lic. No. B695568 ID Lic. No. RCE16441

Phone: (208) 685-2750

1637 S. Curtis Rd. Boise, Idaho 83705

Fax: (208) 685-2751

October 19th, 2019

KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Attn: Mr. Sidney Gold

Project: 2019 10th & Front Garage Repair

Subject: Extra Work Order No. 3 (Credit of Top of Damaged Concrete Repair @ Level 2 & Both Crane Pocket Repairs)

Dear Mr. Gold :

Please find attached breakdown <u>credit</u> pricing for our Extra Work Order No. 3. as requested by the Owner. We have deleted Top of Concrete Slab repair work *(a)* level 2 (2A,2B,2C,2D,2E,2F,2G,2J) and both crane pocket repairs. The total of this extra work order is a credit of (\$44,079.62) and includes deletion of fourteen (14ea.) schedule days.

Please review our proposed pricing and call us with any questions.

Regards

Eric R. Hellmann Operations Manager

Enclosures

cc: Christina Michaels Aaliyah Rodriguez

Hellmann Construction Co. Inc.

| 10/18/2019 Project: EXTRA WORK ORDER NO. | 10th & Front Parking Garage Concrete Deck Repairs 3 |
|--|--|
| Description: | Deduct for Deleted (Level 2) Top of Slab Concrete Repair & Crane Pocket Repair |

Owner Direction

Requested Time Extension:

Reference:

(14) Calendar Days

| ITEM | MATERIALS | | EQUIPM | ENT | | LABOR | | | SUBCONT | RACT | | |
|--|---------------------|-------------------|------------|--------|---------|----------|--------|--------|-------------|-----------|--------------|-------|
| 1. Credit Removal of Damaged Top of Conc. @ 3" per docs (2A,2B,2C,2D,2E,2F,2G,2J=1177sf) | QUANTITY UNIT PRICE | - Louisville A.A. | UNIT PRICE | AMOUNT | UNIT MH | TOTAL MH | RATE | AMOUNT | UNIT PRICE | AMOUNT | TOTAL | Notes |
| Credit Top of Concrete Repair Above Beams @ 3" per docs (2A,2B,2C,2D,2E,2F,2G,2J=1177sf) | 294CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$45.00/cf | -13230.00 | -\$13,230.00 | |
| Credit Preparation & Placement of Rebar (2A,2B,2C,2D,2E,2F,2G,2J=11778) | 294CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$23.10/cf | -6791.40 | -\$6,791.40 | |
| 4. Credit Anode Placement @ Level 2 (220EA - 6ea. used @ 2H & 2) | 1177lf | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$3,50/lf | -4119.50 | -\$4,119.50 | |
| 5. Add for Added Top of Damaged Concrete Removal @ 2H & 2I (3SF) | 214EA | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$43.50/ea | -9309.00 | -\$9,309.00 | |
| 6. Add for Top of Concrete Repair @ 2H & 2I (3SF) | .75CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$115.00/cf | 86.25 | \$86.25 | |
| 7. Credit Shoring for Full Depth Repair @ Crane Pocket | .75CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$31.50/cf | 23.63 | \$23.63 | |
| 8. Credit Underside Removal of Damaged Concrete Slab Crane Pocket @ 3A (725F @ 3") | 115 | 0.00 | | 0.00 | | O | \$0.00 | 0.00 | \$2,150.00 | -2150.00 | -\$2,150.00 | |
| Credit Removal of Full-Depth Damaged Concrete Slab Crane Pocket @ 3A (725F @ 3") Credit Removal of Full-Depth Damaged Concrete Slab Crane Pocket @ 4A (725F @ 5") | 18CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$93.50/cf | -1683.00 | -\$1,683.00 | |
| 10. Credit Repair of Underside Concrete Slab @ 3A (725F @ 3*) | 30 CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$45.00/cf | -1350.00 | -\$1,350.00 | |
| 11. Credit Repair of Full-Depth Concrete Slab @ 4A (725F @ 3") | 18CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$71.00/cf | -1278.00 | -\$1,278.00 | |
| 12. Credit Preparation & Placement of Rebar @ 3A & 4A (144If) | 30CF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$23.10/cf | -693.00 | -\$693.00 | |
| 13. Credit Anode Placement @ 3A & 4A | 144LF | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$3.15/lf | -453.60 | -\$453.60 | |
| 13. Clear Ande Palement & SA & 4A | 72EA | 0.00 | | 0.00 | | 0 | \$0.00 | 0.00 | \$43.50/ea | -3132.00 | -\$3,132.00 | |
| | | Receivers. | | | | | | | | | | |
| 6% Sales Tax | Subtotals | 0.00 | | 0.00 | | 0 | | 0.00 | | -44079.62 | -44079.62 | |
| 22% Payroll Taxes & Insurance | | 0.00 | | 0.00 | | | | 0.00 | | 0.00 | \$0.00 | |
| | | 0.00 | | 0.00 | | | | 0.00 | | 0.00 | \$0.00 | |
| | | ******* | | | | | | | | | | |
| Overhead/Profit & Bond @ 20% | Subtotals | 0.00 | | 0.00 | | | | 0.00 | | -44079.62 | -\$44,079.62 | |
| Cyclinearthrour & polici @ 20% | | | | | | | | | | | \$0.00 | |
| | | | | | | | | | | | 40.00 | |

TOTAL EXTRA WORK ORDER CREDIT

-\$44,079.62



CA Lic. No. B695568 ID Lic. No. RCE16441

Phone: (208) 685-2750

1637 S. Curtis Rd. Boise, Idaho 83705 Fax: (208) 685-2751

November 4th, 2019

KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Attn: Mr. Sidney Gold

Project: 2019 10th & Front Garage Repair

Subject: Extra Work Order No. 4 (Top of Damaged Concrete Repair @ Level 3 Elevator Landing)

Dear Mr. Gold :

Please find attached breakdown pricing for our Extra Work Order No. 4 (as requested by the Owner). During level 3 elevator landing slab preparatory work on October 8^{th,} 2019, our subcontractor discovered deteriorated concrete adjacent to the north column. After further inspection by Veritas Material Consulting, it was agreed this area required proper concrete substrate repair prior to continuing with waterproofing installation. The total of this extra work order is (\$1,626.00) and includes four additional (4ea.) schedule days.

Please review our proposed pricing and call us with any questions.

Regards

Eric R. Hellmann Operations Manager

Enclosures

cc: Christina Michaels Aaliyah Rodriguez

Hellmann Construction Co. Inc.

| 11/4/2019 Project: EXTRA WORK ORDER NO. | 10th & Front Parking Garage Concrete Deck Repairs 4 |
|---|---|
| Description: | Extra Work to Repair Level 3 Elevator Landing Deteriorated Concrete |
| Reference: | Veritas Consulting Inspection |
| Requested Time Extension: | (4) Calendar Days |
| | |

| | MATER | RIALS | EQUIPMENT | LABOR | | SUBCONTRACT | |
|--|------------------------|----------------|-------------------|--------------------|-------------|--------------------|------------|
| ITEM | QUANTITY UNIT | T PRICE AMOUNT | UNIT PRICE AMOUNT | UNIT MH TOTAL MH R | ATE AMOUNT | UNIT PRICE AMOUNT | TOTAL |
| 1. Concrete Removal @ Elevator Landing (12sf x 3.5") | 3.5CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$128.00/cf 448.00 | \$448.00 |
| 2. Preparation (Sandblasting) & Coating (Armatec 110) of Rebar | 20LF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$3.15/lf 63.00 | \$63.00 |
| 3. Anode Placement | 6EA | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$43.50/lf 261.00 | \$261.00 |
| 4. Top of Concrete Repair (12sf x 3.5") | 3.5CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$244.00/cf 854.00 | \$854.00 |
| 5. Waterproofing Membrane Application (Base Bid) | 12SF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$16.25/sf 0.00 | \$0.00 |
| | | ======= | ======= | | ======= | | |
| | Subt | totals 0.00 | 0.00 | 0 | 0.00 | 1626.00 | 1626.00 |
| 6% Sales Tax | | 0.00 | 0.00 | | 0.00 | 0.00 | \$0.00 |
| 22% Payroll Taxes & Insurance | | 0.00 | 0.00 | | 0.00 | 0.00 | \$0.00 |
| | | ======= | ======= | | ======= | ======= | |
| | Subt | totals 0.00 | 0.00 | | 0.00 | 1626.00 | \$1,626.00 |
| Overhead/Profit & Bond @ 20% | | | | | | | \$0.00 |
| | | | | | | | |
| | TOTAL EXTRA WORK ORDER | | | | | | \$1,626.00 |



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November 21st, 2019

KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Attn: Mr. Sidney Gold

Project: 2019 10th & Front Garage Repair

Subject: Extra Work Order No. 5R (Damaged Concrete Repair @ 5ea. P.T. Cable Anchors)

Dear Mr. Gold :

Please find attached our revised breakdown pricing for our Extra Work Order No. 5R as per our meeting on 11.13.19 @ CCDC's office. The total of this extra work order is (\$71,580.65) and includes twenty one (21ea.) additional schedule days.

Please review our proposed pricing and call us with any questions.

Regards

Eric R. Hellmann Operations Manager

Enclosures

cc: Christina Michaels Aaliyah Rodriguez

Hellmann Construction Co. Inc.

| 11/21/2019 Project: | 10th & Front Parking Garage Concrete Deck Repairs |
|------------------------|--|
| EXTRA WORK ORDER NO. | 5R |
| | |
| | |
| Description: | Extra Work to Repair Deteriorated Concrete @ Sea. P.T. Cable Anchors @ Level 5 (11.5 line) |

Description:

Reference:

Requested Time Extension:

(21) Calendar Days

RFI #8 & Veritas Consulting Inspection

| | MATERIALS | | EQUIPMENT | LABOR | | SUBCONTRACT |
|--|--------------------|----------|-------------------|------------------|-------------|----------------------|
| ITEM | QUANTITY UNIT PRIC | E AMOUNT | UNIT PRICE AMOUNT | UNIT MH TOTAL MH | RATE AMOUNT | UNIT PRICE AMOUNT |
| 1. F&I Shoring @ Sea. Portholes | 5EA | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$65.00/ea 325.00 |
| 2. Layout & Excavate Full-Depth Concrete @ Sea. Portholes | 7.5CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$45.00/cf 0.00 |
| 3. F&I 1/2" Thick Notched Steel Bearing Plates (@ Trouble Shooting Anchors) | 5EA | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$88.50/EA 442.50 |
| 4. Layout & Excavate Full-Depth Concrete @ P.T. Cable Anchor Bulkhead (1'-0"x12'-0"x 4") | 4CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$45.00/cf 180.00 |
| 5. Preparation (Sandblasting) & Coating (Armatec 110) of Rebar | 86LF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$3.15/lf 270.90 |
| 6. F&I Bulkhead Formwork | 13LF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$25.50/lf 331.50 |
| 7. Anode Placement | 8EA | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$43.50/lf 348.00 |
| 8. F&I P.T. Cable Repair | 5EA | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$13,400/ea 67000.00 |
| 9. Top of Concrete Repair (Full Depth Repair 1'-0"x 12'-0" x 6"- Used SikaQuik2500 not ready mix concrete) | 6CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$244.00/cf 1464.00 |
| 10. Full Depth Concrete Repair @ Sea. Portholes (ready mix concrete) | 7.5CF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$23.10/cf 0.00 |
| 11. Waterproofing Membrane Application | 75SF | 0.00 | 0.00 | 0 | \$0.00 0.00 | \$16.25/sf 1218.75 |
| | | ======== | ======= | | ======== | ======= |
| | Subtotals | 0.00 | 0.00 | 0 | 0.00 | 71580.65 |
| 6% Sales Tax | | 0.00 | 0.00 | | 0.00 | 0.00 |
| 22% Payroll Taxes & Insurance | | 0.00 | 0.00 | | 0.00 | 0.00 |
| | | ======== | ======= | | ======== | ======= |
| | Subtotals | 0.00 | 0.00 | | 0.00 | 71580.65 |
| Overhead/Profit & Bond @ 20% | | | | | | |

TOTAL EXTRA WORK ORDER

\$71,580.65 _____ \$71,580.65

TOTAL

\$325.00

\$0.00

\$442.50

\$180.00

\$270.90

\$331.50

\$348.00

\$67,000.00

\$1,464.00

\$0.00

\$1,218.75

71580.65

\$0.00

\$0.00

\$0.00



IV. ACTION ITEMS



AGENDA BILL

| Agenda Subject: | | Date: |
|--|---|---------|
| Resolution #1630 – Approving the Purchase and Sale Agreement with Block 22, | | 12/9/19 |
| LLC for Capitol & Front Garage |) | |
| Staff Contact: | Attachments: | |
| John Brunelle | 1) Resolution No. 1630 | |
| Laura Williams | 2) Purchase and Sale Agreement with Block 22, LLC | |
| Ryan Armbruster | | |
| Action Requested: | | |
| Adopt Resolution No. 1630 approving the Purchase and Sale Agreement with Block 22, LLC for | | |
| Capitol & Front Garage | | |

Background:

In March 2018, CCDC issued a Request for Proposals for the Capitol & Front Garage with a minimum bid of \$6.8 million. No responses were received and the Board requested the minimum bid be lowered to \$5.3 million and re-issued. CCDC issued a second Request for Proposals in June 2018 and no responses were received. Both RFPs were published on the CCDC website and in the Idaho Statesman.

After two unsuccessful attempts using the RFP approach, the Board of Commissioners authorized the Executive Director and Executive Committee to negotiate directly with interested parties and bring any proposed agreement to the Board for consideration. During the RFP process, CCDC received registrations from several interested parties and discussed the opportunity with those parties in the months following the Board action.

In June 2019, CCDC's outside counsel received a formal proposal from Block 22, LLC to purchase the garage for \$4 million. Block 22 owns the Grove Hotel and Century Link Arena along with other local hospitality establishments, which makes the entity uniquely positioned to own the Capitol & Front Garage. Block 22 will be able to comply with the covenants and restrictions from the existing Development agreement between CCDC and Block 22, which require the garage owner and any subsequent successors to provide parking to the Hotel, the condominium owners, and the public.

The CCDC Executive Committee reviewed an earlier draft agreement in November and CCDC published a notice of Intent to enter into a Purchase and Sale Agreement on November 8, 2019 in the Statesman soliciting comment on the proposed Agreement. CCDC also informed the other interested parties of the Agency's intent at that time to enter into the Agreement. CCDC did not receive any additional inquiries or comments about the Purchase and Sale agreement after publication of the notice.

Agreement Terms:

- Block 22, LLC will purchase the garage and all related personal property for \$4 million
- Block 22 must comply with a shared parking / public parking regimen
- CCDC will assign all applicable vendor and other agreements
- CCDC will assign existing parking agreements to Block 22, Block 22 assumes the agreements
- CCDC will provide standard Title Insurance
- CCDC and Block 22 will share all other closing costs
- Due Diligence will last 60 days
- Anticipated closing in February 2020

Fiscal Notes:

The net parking income to the parking system will be reduced by approximately \$350,000 a year and the gross parking revenue comprises about 6% of the ParkBOI system revenue. CCDC plans to utilize the proceeds from the garage sale to reinvest in a new parking facility in the River Myrtle District, most likely in the South 8th Street area. As required by CCDC's bond covenants, proceeds from this sale must be reprogrammed to public parking.

As a condition of the sale of this garage, CCDC must issue a Certificate to its Bond holder showing that the reduction of revenue from the overall pledged revenues as a result of this sale will not impact the ability of the Agency to meet its debt obligations.

Staff Recommendation:

Adopt Resolution No. 1630 approving the Purchase and Sale Agreement with Block 22, LLC for Capitol & Front Garage.

Suggested Motion:

I move to adopt Resolution No. 1630 approving the Purchase and Sale Agreement with Block 22, LLC for Capitol & Front Garage.

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 PURCHASE AND SALE AGREEMENT BETWEEN CAPITAL CITY DEVELOPMENT CORPORATION AND BLOCK 22, LLC; AUTHORIZING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT BY THE CHAIR OR EXECUTIVE DIRECTOR; AUTHORIZING ANY TECHNICAL CHANGES TO THE AGREEMENT; AUTHORIZING THE CHAIR OR EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Amended and Restated Boise Central District Urban Renewal Plan (the "1994 Central District Plan");

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

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District Project I,

Idaho R-4 and Project II, Idaho R-5 (the "2007 Central District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Central District Plan;

WHEREAS, the Boise Central District Urban Renewal Plan, as amended by the 1994 Central District Plan and the 2007 Central District Plan collectively will be referred to as the "Central District Plan;"

WHEREAS, the revenue allocation area for the Central District Plan was terminated as of December 31, 2017;

WHEREAS, in implementing the Central District Plan, and as allowed by the Law and Act, the Agency acquired and constructed several parking garages within the Central District Plan area, which garages are part of the Agency's parking system ("Parking System");

WHEREAS, as allowed by § 50-2905(8) of the Act, the Agency may retain certain property, subject to conditions, including the ability to operate and manage those assets from resources other than revenue allocation funds;

WHEREAS, the Agency financed its acquisition and construction of the Parking System through the issuance of certain bonds, which bond covenants require meeting certain standards concerning disposition of any part of the Parking System, including the Property, as defined below;

WHEREAS, the Agency owns certain real property together with other property improvements thereon and appurtenances thereto known as the Capitol & Front Garage (the "Property"), which is located in the terminated Central District Plan revenue allocation area;

WHEREAS, in March 2018, the Agency issued a Request for Proposals ("RFP") for the Property with a minimum bid of \$6.8 million. No responses were received, and the Board requested the minimum bid be lowered to \$5.3 million and be reissued. The Agency issued a second RFP in June 2018, and, again, no responses were received. Both RFPs were published on the Agency's website and in the *Idaho Statesman*;

WHEREAS, after two unsuccessful attempts using the RFP approach, the Board of Commissioners authorized the Executive Director and Executive Committee to negotiate directly with interested parties and bring any proposed agreement to the Board for consideration. During the RFP process, the Agency received registrations from several interested parties and discussed the opportunity with those parties in the months following the Board actions;

WHEREAS, in June 2019, Agency counsel received a formal proposal from Block 22, LLC to purchase the garage for \$4 million. Block 22, LLC owns the Grove Hotel and Century Link Arena along with other local hospitality establishments, which makes the entity uniquely

positioned to own the Property. Block 22, LLC will be able to comply with the covenants and restrictions from the existing development agreement between the Agency and Block 22, LLC, which requires the garage owner and any subsequent successors to provide parking to the Grove Hotel, the condominium owners, and the public;

WHEREAS, the Agency's Executive Committee reviewed a previous draft of the purchase and sale agreement in November, and the Agency published a notice of intent to enter into an agreement on November 8, 2019, in the *Idaho Statesman* soliciting comment on the proposed agreement. The Agency also informed the other interested parties of the Agency's intent at that time to enter into the agreement. The Agency did not receive any additional inquiries or comments about the agreement after publication of the notice.

WHEREAS, legal counsel for the Agency and Block 22, LLC have prepared a Purchase and Sale Agreement ("Agreement") between Agency and Block 22, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full;

WHEREAS, the Agency and Block 22, LLC desire to agree upon terms and conditions which would allow Block 22, LLC to acquire the Property through a voluntary sale by Agency;

WHEREAS, Block 22, LLC has executed the Agreement and submitted it to the Agency for consideration;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement as described and summarized at the December 9, 2019, Board meeting.

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

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

<u>Section 2</u>: 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, recognizing technical changes or corrections which may be required prior to execution of the Agreement, which Agreement incorporates the Agency's bond covenants.

<u>Section 3</u>. That the Chair, Vice-Chair, or Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2019, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on December 9, 2019.

APPROVED:

By_____ Dana Zuckerman, Chair

ATTEST:

By_____ Ryan Woodings, Vice Chair

4816-7074-7310, v. 1

PURCHASE AND SALE AGREEMENT (Real and Personal Property)

EFFECTIVE DATE. The Effective Date shall be the date upon which Seller, as defined below, has executed this Agreement.

1. AGREEMENT TO SELL. Subject to and in consideration of the mutual terms and conditions contained herein, 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 known as CAPITAL CITY DEVELOPMENT CORPORATION ("Seller"), hereby agrees to sell to BLOCK 22, LLC, an Idaho limited liability company, or assigns, or both ("<u>Buyer</u>"), and Buyer hereby agrees to purchase from Seller, the real and personal property described below.

2. PROPERTY.

(a) **Real Property.** The property that is the subject of this Agreement is located in Ada County; Idaho and is legally described as follows:

Unit 4 as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 and as defined and described in that certain Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004

together with the real property improvements thereon and appurtenances thereto known commonly as the Capitol & Front Garage (the "<u>Condominium Unit</u>"), as well as (a) all easements, and rights of ingress and egress benefiting the Condominium Unit, (b) all rights and appurtenances pertaining to the foregoing, (c) any and all oil, gas, and other mineral rights pertaining to the Condominium Unit, (d) any and all rights to the present or future use of water, wastewater, wastewater capacity, drainage, or other utility facilities, to the extent benefiting the Condominium Unit, and all other rights, benefits, privileges, tenements, hereditaments, and appurtenances thereon or in any way relating to the Condominium Unit (collectively with the Condominium Unit, the "<u>Real Property</u>").

(b) **Personal Property.** The personal property that is the subject of this Agreement is: (i) all personal property owned by Seller and used in connection with the operation of the Real Property, as listed in Exhibit A; (ii) all of Seller's right, title, and interest in all entitlements, governmental approvals, development rights and agreements, plans, specifications, drawings, maps, surveys, licenses, applications, permits, certificates, warranties, causes of action, and similar claims and rights concerning the Real Property; (iii) Seller's rights in any month-to-month or other long-term parking arrangement concerning any of the Real Property, the terms of which are acceptable to Buyer ("**Parking**

Licenses") and rights under contracts with third parties to provide management, maintenance or other services to the Real Property, the terms of which are acceptable to Buyer ("**Service Contracts**"), including any rights in security deposits and letters of credit associated with such Parking Licenses or Service Contracts; and (iv) general ledgers and accounting records for 2016, 2017, 2018, and YTD relating to the Real Property, and files in Seller's possession relating to the Real Property and the operation thereof (collectively, the "**Personal Property**"). The Real Property and the Personal Property are collectively referred to herein as the "**Property**."

(c) Parking Agreement and Shared Parking Regimen. Buyer currently has certain parking rights concerning the Real Property under the terms and conditions as set forth in that certain Agreement Relating to Operation, Maintenance and Management of the Public Parking Facility dated February 9, 1998, by and between the Seller and Buyer ("**Parking Agreement**"). Upon completion of closing, the Parking Agreement shall automatically be of no further force and effect, except for Buyer's obligation to continue the "shared parking" regimen as defined in the Parking Agreement. Upon completion of closing, any, every, and all right of possession of the Seller to any portion of the Real Property shall immediately cease and the Buyer shall obtain all total and complete right to possession of and to any and every portion of the Real Property.

3. PURCHASE PRICE. The purchase price for the Property is Four Million and No/100 Dollars (\$4,000,000.00) ("<u>Purchase Price</u>"). The Purchase Price shall be paid as follows:

(a) **Deposit.** Within two (2) business days following the Execution Date (defined in Section 25.14 of this Agreement), Buyer shall deliver to TitleOne Corporation, 1101 W. River Street, Suite 201, Boise, Idaho 83702 ("<u>Title Company</u>"), as earnest money, the sum of Forty Thousand and No/100 Dollars (\$40,000.00) in cash as earnest money (the "<u>Deposit</u>"). The Deposit shall be applied toward the Purchase Price at Closing (defined in Section 4(b) of this Agreement). The Title Company shall deposit the Deposit in an interest-bearing account acceptable to the parties pending Closing. All interest earned on the Deposit shall become part of, and be disbursed with, the Deposit. The entire Deposit shall be become nonrefundable upon expiration of the Review Period provided herein, subject to the provisions of Sections 5(b), 8.2, 8.3, and 8.4 herein.

(b) **Balance.** On or before the Closing Date (defined in Section 4(b) of this Agreement), Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price in the form of cash, wire transfer of funds, or a cashier's check, which shall be an amount equal to the Purchase Price less the amount of the Deposit, and subject to adjustments and credits as set forth in this Agreement.

4. ESCROW.

(a) **Opening of Escrow**. Buyer shall open escrow at the Title Company for consummating this transaction. Buyer shall deliver a copy of this Agreement, fully

executed, to the Title Company. Buyer and Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

(b) Closing Date. This transaction shall close at the office of the Title Company on a date mutually agreeable to Buyer and Seller that is no more than twenty (20) days following the later of (i) expiration of the Review Period provided in Section 6 below and (ii) exhaustion of any public notice and hearing and appeal period required to advise the public of Seller's intent to sell the Property pursuant to the terms of this Agreement as described in Section 7 of this Agreement. The date on which this transaction closes shall be hereinafter referred to as the "Closing Date." "Closing" shall occur when the Deed (defined in Section 9.1(a) of this Agreement) is recorded and the Purchase Price is disbursed to Seller.

5. TITLE EXCEPTIONS.

(a) **Title Report**. Within five (5) days after the Effective Date, Seller will provide to Buyer a preliminary title report or commitment for issuing title insurance related to the Property, including copies of all documents referred to therein and all documents giving rise to exceptions to title (the "<u>Title Report</u>").

(b) Objectionable Exceptions. Within seven (7) business days after the date Buyer receives the Title Report (the "Objection Period"), Buyer shall notify Seller in writing of all title exceptions to which Buyer objects (the "Objectionable Exceptions"). Those exceptions not objected to by Buyer within the Objection Period shall be deemed "Permitted Exceptions." Within seven (7) days after receiving Buyer's notice of objections, Seller shall notify Buyer whether Seller will remove, prior to Closing, the Objectionable Exceptions. (If Seller fails to provide such notice to Buyer within such seven-day period, Seller shall be deemed to have elected not to remove the Objectionable Exceptions.) If Seller is unable or unwilling to remove any Objectionable Exceptions, Buyer shall, within three (3) business days after receiving Seller's response (or within three (3) business days after the expiration of the seven-day period for Seller's response if Seller fails to provide notice to Buyer within such seven-day period), by notice to Seller, elect whether to purchase the Property subject to the Objectionable Exceptions that will not be removed by Seller, or terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be promptly refunded to Buyer, and Buyer shall have no further obligations under this Agreement. If Buyer fails to notify Seller within such three (3)-business day period that Buyer elects to terminate this Agreement, or if Buyer elects to purchase the Property subject to the Objectionable Exceptions that will not be removed by Seller, Buyer shall be deemed to have waived its objection to such Objectionable Exceptions, and they shall be deemed "**Permitted Exceptions**."

EXECUTION

6. **PROPERTY DOCUMENTS AND BUYER'S INSPECTIONS.**

(*a*) *Property Documents*. Within seven (7) business days after the Effective Date, Seller shall deliver to Buyer the documents described on **Exhibit B** attached hereto (the "**Property Documents**").

(b) Buyer's Inspections. For a period of sixty (60) days following the Execution Date (the "Review Period"), Buyer and its representatives may enter upon the Real Property for the limited purpose of assessing its condition and may make any noninvasive inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer deems necessary. The parties agree that (i) all inspections of the Property by Buyer or its representatives shall be conducted during normal business hours and after no fewer than twenty-four (24) prior oral or written notice to Seller; (ii) Seller shall be entitled to require that representatives of Seller accompany representatives of Buyer on all inspections of the Property; (iii) all inspections by Buyer or its representatives shall be conducted in such a manner so as not to physically damage the Property in any respect; and (iv) Buyer shall be required to obtain Seller's prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination. Buyer is purchasing the Property "AS-IS, WHERE-IS" on the basis of its own investigation of the Property, and Seller makes no representation or warranty as to the condition of the Property or title to the Property except as expressly set forth herein.

(c) Buyer's Indemnification. Buyer hereby indemnifies Seller against all claims arising from its presence upon or about the Property and waives all claims in respect thereof against Seller. Buyer hereby indemnifies and holds Seller, its agents, invitees and other employees harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Buyer's access to and presence upon or about the Property, and that of any contractor or subcontractor entering the Property at Buyer's request in connection with its performance of Buyer's due diligence investigation. Notwithstanding anything to the contrary stated above, Buyer shall not be liable for any claims or diminution in value in the Property arising or resulting from Buyer's discovery of any pre-existing condition in, on, under, or about the Real Property, except to the extent, if any, said exacerbation results from the intentional or negligent act or omission of Buyer, its agents, contractors, or employees.

7. SELLER'S CONTINGENCIES. In addition to the other conditions set forth in this Agreement, Seller's obligation to close this transaction shall be subject to the following conditions:

(a) Seller shall have received approval of its Board of Commissioners to the sale of the Property pursuant to the terms of this Agreement and shall have provided any public notice and hearing as may be required by law or by the terms of Seller's bylaws or organizational directives, and no proceeding shall have been commenced to challenge,

enjoin or prohibit sale of the Property pursuant to the terms of this Agreement. Seller shall timely seek approval of its Board and shall timely provide any required public notice and timely hold any required public hearing promptly following the Effective Date. Seller has commenced the notice period, scheduling the consideration of this Agreement by Seller's Board at its December 9, 2019, meeting.

(b) Buyer shall have complied in all material respects with all of Buyer's covenants and agreements to be performed under this Agreement; and the representations and warranties of Buyer under this Agreement shall, in all material respects, as of the Effective Date and Closing Date, be true and complete.

(c) Buyer's delivery to the Title Company on or before the Closing Date for disbursement as provided herein, of (i) the Purchase Price pursuant to Section 3 of this Agreement and any other amounts due to Seller pursuant to this Agreement, and (ii) the documents and materials described in Section 9.2 of this Agreement.

(*d*) Seller shall comply with any applicable certificate or finding necessary under Seller's bond covenants.

8. BUYER'S CONTINGENCIES.

8.1 Buyer's obligations to close its purchase of the Property are subject to the satisfaction of each of the following conditions:

(a) Buyer's satisfaction within the Review Period, in Buyer's sole and absolute discretion, with the Property and every aspect thereof, including without limitation the physical condition of the Property, zoning and land use restrictions applicable to the Property, location of the Property, all systems, utilities, and access rights relating to the Property to Buyer, including compliance with the shared parking regimen as referenced in Section 2(c) of this Agreement, the Property Documents, the suitability of the Property for Buyer's intended use, the environmental condition of the Property, and the parking Licenses and Service Agreements to be assigned by Buyer.

(b) Buyer shall have secured financing for the purchase of the Property on terms acceptable to Buyer which shall be determined within the Review Period.

(c) Seller shall have complied in all material respects with all of Seller's covenants to be performed by Seller under this Agreement, and the representations and warranties of Seller under this Agreement shall be true and complete in all material respects as of the Effective Date and Closing Date.

(*d*) Issuance to Buyer at Closing of the Title Policy (defined in Section 11 of this Agreement) in the amount of the Purchase Price.

(e) There shall have been no material adverse changes to the Property or to the condition of the Property between the Effective Date and the Closing Date.

8.2 Buyer's Right to Terminate on or before Expiration of the Review Period. If on or before expiration of the Review Period, the conditions described in Sections 8.1(a) and 8.1(b) of this Agreement are not satisfied or waived by Buyer, or if Buyer otherwise determines, in its sole and absolute discretion, that the Property, or any aspect thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Seller given on or before expiration of the Review Period, in which event the Deposit shall be promptly refunded to Buyer, Buyer shall have no further obligations under this Agreement, and Buyer and Seller shall evenly share any escrow cancellation fees owing to the Title Company.

If Buyer fails to provide Seller with such written notice of termination on or before expiration of the Review Period, the conditions set forth in Sections 8.1(a) and 8.1(b) of this Agreement shall be deemed to have been satisfied or waived by Buyer, and the Deposit shall become nonrefundable except in the event of (i) Seller's failure to perform or (ii) for failure of the conditions to Buyer's obligation to close having been satisfied.

8.3 Buyer's Right to Terminate this Agreement on or before the Closing. If any of the conditions described in Sections 8.1(c), (d) or (e) of this Agreement have not been satisfied or waived by Buyer on or before the Closing Date, Buyer may terminate this Agreement by written notice to Seller given at any time before the Closing, in which event the Deposit shall be promptly refunded to Buyer, and Buyer shall have no further obligations under this Agreement.

8.4 Buyer's Right to Terminate for Delay in Seller Approval. If Seller has not satisfied its condition to closing contained in Section 7(a) by February 10, 2020 ("**Deadline Date**"), Buyer may terminate this Agreement by written notice to Seller given at any time after the Deadline Date, in which event the Deposit shall be promptly refunded to Buyer, and Buyer shall have no further obligations under this Agreement.

9. DELIVERIES TO THE TITLE COMPANY.

9.1 By Seller. On or before the Closing Date, Seller shall deliver the following in escrow to the Title Company:

(*a*) A warranty deed (the "<u>**Deed**</u>") executed and acknowledged by Seller, in substantially the same form and content as that attached hereto as <u>**Exhibit**</u> C, conveying the Property to Buyer, subject only to the Permitted Exceptions;

(b) The Assignment and Assumption Agreement (the "<u>Assignment</u>"), in the same form and content as that attached hereto as <u>Exhibit D</u>, executed by Seller, assigning to Buyer all of Seller's right, title and interest in the Parking Licenses and Service Contracts;

(c) A certification of Seller, in form and content satisfactory to Buyer, representing and warranting that Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445;

(*d*) Such affidavits or other documents, executed by Seller, that may be required by the Title Company to issue to Buyer the Title Policy or any extended coverage title insurance or title endorsements that may be purchased by Buyer; and

(e) Seller's closing certificate. A seller's certificate certifying to the continuing truth and accuracy of Seller's representations and warranties and as to the full performance of Seller's covenants contained herein.

(f) Such other bills of sale, certificates of title and other instruments, documents, or certificates and any funds that may be due from Seller that are reasonably necessary or convenient to transfer the Personal Property and consummate the transactions herein contemplated.

9.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(a) The Purchase Price in accordance with Section 3 of this Agreement;

(b) The amount due to Seller, if any, after the adjustments and prorations are computed in accordance with Sections 12 and 13 of this Agreement;

(c) The Assignment, executed by Buyer;

(*d*) Buyer's certificate attesting to Buyer's authority and authorization to enter into this Agreement and consummate the transaction contemplated by this Agreement, and the power and authority of the person executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, and

(e) Such other instruments, documents, or certificates and any funds due from Buyer that are reasonably necessary or convenient to consummate the transactions herein contemplated.

10. POSSESSION. On the Closing Date and subject to the terms of the Parking Licenses, Seller shall deliver to Buyer exclusive possession of the Property.

11. TITLE INSURANCE. At Closing, Seller shall cause the Title Company to issue to Buyer, at Seller's expense, an ALTA standard owner's title insurance policy (the "<u>Title</u> <u>Policy</u>") in the amount of the Purchase Price, insuring title vested in Buyer, subject only to the Permitted Exceptions and the usual preprinted exceptions. Buyer shall have the right, if Buyer so elects, to cause the Title Policy to be issued as an extended coverage policy,

provided that Buyer pays the additional premiums and all survey costs associated therewith.

12. ADJUSTMENTS. At Closing, Seller shall pay, in the form of a credit to Buyer, for one-half of all escrow fees and costs, all real property transfer or excise taxes assessed or imposed in connection with Seller's conveyance of the Property to Buyer, and Seller's share of prorations pursuant to Section 13 below. At Closing, Buyer shall pay all charges relating to the recordation of the Deed, one-half of all escrow fees and costs, and Buyer's share of prorations pursuant to Section 13 below. Buyer and Seller shall pay their own respective legal and professional fees. Seller shall be responsible for the payment of any deferred taxes that come due as the result of the sale of the Property to Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in Ada County, Idaho.

13. **PRORATIONS.** Utilities and any real estate taxes and other assessments with respect to the Real Property for the tax or assessment year in which the Closing occurs, shall be prorated as of the Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to the Property and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Closing Date. Except as otherwise stated herein, all prorations shall be made in accordance with the customary practice in Ada County, Idaho. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at Closing. If the Closing shall occur before the taxes payable on the Property for the tax year in which Closing occurs are known, the proration of such taxes shall be upon the basis of the taxes payable for such Property during the immediately preceding tax year. Subsequent to the Closing, but no later than sixty (60) days after the actual taxes for the Property have been determined for the tax year in which Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or pay such sums as shall be necessary to effect such adjustment. Such prorations shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at Closing.

14. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as of the Effective Date and, unless Seller notifies Buyer otherwise in writing, as of the Closing, as follows:

(*a*) To the best of Seller's knowledge, all information supplied by Seller in the Property Documents is true and accurate.

(b) Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The persons executing this Agreement and the instruments referred to herein on

behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(c) The execution, delivery and performance by Seller of Seller's obligations under this Agreement do not constitute a default under or breach or violation of any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Seller is bound, or under any provision of any contract to which Seller is a party.

(d) There is no litigation, investigation, or legal proceeding pending or, to the knowledge of Seller, threatened in writing against Seller relating to or affecting the Property or otherwise adversely affecting Seller's ability to perform its obligations hereunder. Seller has not received written notice of any violations of any laws, codes, regulations, and ordinances relating or applicable to the ownership, use, and operation of the Property as it is now operated.

(e) To Seller's knowledge, there is no pending or threatened condemnation or eminent domain proceedings against the Property or any part thereof, nor any pending or intended local improvement district or any taxing authority for public improvements or work that may give rise to an assessment, lien, or imposition of any other charges against the Property or any portion thereof (except for taxes and assessments disclosed in the Title Commitment).

(f) The Real Property (including, without limitation, electrical, plumbing, heating and air conditioning systems) has been maintained in accordance with Seller's normal business practices and is in good operating condition and repair.

The foregoing representations and warranties of Seller are true and accurate and shall survive the Closing.

15. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as of the Effective Date and, unless Buyer notifies Seller otherwise in writing, as of the Closing, that:

(a) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person executing this Agreement and the instruments referred to herein on behalf of Buyer has the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement;

(b) The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound, or under Buyer's organizational documents The foregoing representations and warranties of Buyer are true and accurate and shall survive the Closing.

16. OPERATIONS PRIOR TO CLOSING. From the Effective Date until the first to occur of the termination of this Agreement or the Closing, Seller shall:

(a) Operate and maintain the Property in the ordinary course of business consistent with Seller's current management practices;

(b) Maintain the Property in its current condition, reasonable wear and tear excepted, and not remove from the Real Property any equipment or other personal property or fixtures used in the operation of the Real Property;

(c) Preserve and protect the advantageous relationships with customers and all other persons having business dealings with Seller at the Real Property;

(d) Pay or cause to be paid all premiums on, and shall maintain in full force and effect all of Seller's insurance policies on the Property unless such policy is replaced, without any lapse of coverage, by another policy or policies providing coverage at least as extensive as the policy or policies being replaced;

(e) Not place any liens or other encumbrances against the Property without the prior written consent of Buyer; and

(f) Promptly notify Buyer in writing if Seller receives notice of (i) any condemnation, environmental, zoning or other land use regulation proceedings relating to the Property, or notice of any violation of any law relating to the Property, and/or (ii) any litigation, arbitration or administrative hearing before any court or governmental agency concerning or affecting the Property that is instituted after the Effective Date.

17. RISK OF LOSS. Seller shall be responsible for any loss of or damage to the Property as of or prior to the Closing Date, and Buyer shall be responsible for any loss of or damage to the Property after the Closing Date. If the Property is substantially damaged prior to the Closing Date, then either party may terminate this Agreement by giving written notice thereof to the other within thirty (30) days of such damage, in which event the full Deposit shall promptly be refunded to Buyer, and neither party shall thereafter be liable to the other hereunder; if no such notice is timely given, then at Buyer's option either (a) Seller shall repair the Property as soon as possible, and the Closing Date shall be delayed by a like amount of time, or (b) the closing shall occur on the Closing Date and at the Purchase Price set forth above, with Buyer accepting the Property in the condition it is then in, together with an assignment of insurance proceeds. For purposes of this Section 17, "substantially damaged" shall refer to damages pursuant to which repair or replacement costs exceed twenty percent (20%) of the Purchase Price.

18. REQUIRED ACTIONS OF BUYER AND SELLER. Each party agrees to take such other actions as may reasonably be required to accomplish the Closing in accordance with the provisions herein, and to afford each other reasonable cooperation towards that end, but each party retains its right to terminate this Agreement pursuant to its express provisions.

19. REMEDIES.

19.1 Buyer's Remedies for Seller's Failure to Close. If the conditions set forth in Section 7 of this Agreement are satisfied or waived by Seller and Seller fails to convey the Property to Buyer as the result of Seller's failure to perform as required by this Agreement, through no fault of Buyer, Buyer may elect to (a) terminate this Agreement, in which event the Deposit shall be promptly refunded to Buyer, and Seller shall reimburse Buyer for all of Buyer's reasonable and verifiable out of pocket expenses (including, without limitation, attorney fees and consultants' fees and expenses) incurred by Buyer in connection with this Agreement and the transaction contemplated herein, in an amount not to exceed \$40,000; (b) seek specific performance of this Agreement; and/or (c) pursue any other remedy available to Buyer at law or in equity.

19.2 Seller's Remedies for Buyer's Failure to Close. If the conditions set forth in Section 8.1 of this Agreement are satisfied or waived by Buyer and the Closing of the sale of the Property fails to occur as the result of Buyer's failure to perform as required under this Agreement, through no fault of Seller, Seller's sole remedy hereunder shall be to terminate this Agreement and retain the Deposit. Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damage that Seller may suffer in the event of such default by Buyer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer if Buyer defaults and fails to complete the purchase of the Property is an amount equal to the Deposit. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by Buyer, and all other claims to damages or other remedies are expressly waived by Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller. Upon such a default by Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, except for the right of Seller to collect such liquidated damages from Buyer and any other rights or obligations contained in this Agreement that expressly survive termination of this Agreement. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and these sums represent reasonable compensation to Seller for such breach.

19.3 Post-Closing Covenants and Remedies.

(a) Survival of Representations, Warranties and Covenants. The representations, covenants and warranties by Buyer and Seller set forth in this Agreement, including (without limitation) any representations, covenants or

warranties set forth in any attached Schedule or other writing delivered pursuant to this Agreement, shall survive the Closing for a period following closing equal to the statute of limitations period for a claim against Seller arising from its disposition of the Property hereunder, and all representations, covenants and warranties by Buyer and Seller set forth in this Agreement shall be deemed to be material and to have been relied upon by Buyer and Seller .

(b) Claim. A "Claim" shall be broadly construed to include any damage, liability, expense, reasonable attorneys' fees, costs, or any combination thereof arising from, related to, or connected with the breach of this Agreement, including (without limitation) amounts arising from, related to or connected with any (i) breach of any representation, warranty, covenant or obligation of a party, (ii) attorneys' fees and costs (including attorneys' fees and costs on appeal), and (iii) requirements relating to Seller's Employee Benefit Plans. A Claim includes, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Claim may include, but is not limited to, Claims by third parties (including seven and former employees and former employees and former employees. A Claim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Claim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Claim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Glaim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Glaim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Glaim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees. A Glaim may include, but is not limited to, Claims by third parties (including governmental entities), employees and former employees, to the extent that such Claims result from a breach by either party of this Agreement.

(c) Claim Notice and Cure Period. In the event of a Claim, the aggrieved party shall provide reasonable written notice to the defaulting party of the breach. From the date of notice the defaulting party shall have thirty (30) days to cure the Claim. If the Claim continues after the thirty (30) day cure period, then the aggrieved party shall have all remedies provided by this Agreement and by law.

(d) Claim Resolution Procedure. If a Claim arises, the parties shall first attempt to settle the Claim by direct discussions. If the Claim cannot be settled by the parties by direct discussions, then the parties agree to endeavor to settle the Claim in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved controversy or Claim arising from or relating to a breach of this Agreement shall be resolved as provided by law.

20. NOTICES. All notices required hereunder shall be given in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on the date of their receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given three (3) business days after the date of their deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given the date of their deposit with such courier. Notices shall be sent to the following addresses:

| If to Buyer: | Block 22, LLC Attention: John Cunningham, President 233 S. Capitol Blvd. Boise, ID 83702 |
|---|---|
| With a copy (which shall not constitute notice) to: | Evans Keane LLP Attention: Christine E. Nicholas PO Box 959 1161 W. River Street, Suite 100 Boise, ID 83701 |
| If to Seller: | Capital City Development Corporation Attention: John Brunelle 121 N. 9th Street, Suite 501 Boise, ID 83702 |
| With a copy (which shall not constitute notice) to: | Elam & Burke Attention: Ryan P. Armbruster 251 East Front Street, Suite 300 PO Box 1539 Boise, ID 83701 |

Notice of change of address shall be given by written notice in the manner detailed in this Section 20. Notices may be given by a party or a party's attorney.

21. CONFIDENTIAL. Buyer and Seller agree to treat this Agreement and all information provided pursuant to this Agreement confidentially, and not to disclose the same to others except as necessary in the course of performing due diligence investigation and in consummating the closing, and in such event the disclosing party shall obtain from those to whom such information is disclosed a commitment to likewise treat this Agreement and all information provided pursuant to this Agreement confidentially, subject to the provisions of the Idaho Public Records Act.

22. RECORDING. Neither party shall record this Agreement or the terms hereof without the other's express prior written consent.

23. BROKERAGE.

23.1 Representation. Each party represents to the other that it has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

23.2 Indemnification. Seller will hold Buyer harmless from and against any claims for brokers' commissions, finders' fees or any other fees made by any person or entity based upon a claimed contract, obligation or agreement between any such person or entity and Seller. Buyer will hold Seller harmless from and against any claims for brokers' commissions or finders' fees made by any person or entity based upon a claimed contract, obligation or agreement between any such person or entity based upon a claimed contract, obligation or entity based upon a claimed contract, obligation or agreement between any such person or entity and Buyer.

MISCELLANEOUS.

24.1 Further Assurances. At any time after Closing, Seller shall execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of effecting the transactions contemplated by this Agreement.

24.2 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24.3 Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

24.4 Exhibits. The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

24.5 Survival of Representations, Warranties, and Covenants. The covenants, agreements, representations, and warranties made herein shall survive the Closing and shall not merge into the Deed and the recordation of it in the official records.

24.6 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and permitted assigns of the parties to it. Neither party may assign its interest herein without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided*,

however, that Buyer shall have the right, without Seller's consent, to assign its entire right, title, and interest in and to this Agreement, expressly including the Deposit, to any entity controlling, controlled by, or under common control with Buyer (an "<u>Affiliate</u>"). In such case, Buyer shall provide Seller with an executed assignment and assumption agreement, in form reasonably acceptable to Seller, which expressly assigns the Deposit and in which such Affiliate expressly assumes performance of this Agreement for the benefit of Seller. No such assignment shall relieve or release Buyer from any obligations under this Agreement and Buyer shall remain jointly and severally liable for all of the same together with such Affiliate.

24.7 Representation. The initial draft of this Agreement was prepared by Evans Keane, LLP, which represents Seller. Buyer acknowledges that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Seller and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

24.8 Attorney Fees. In the event that Seller or Buyer institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

24.9 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and understandings with respect to the subject matter of the Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

24.10 Counterparts; Facsimile or PDF Delivery. This Agreement may be executed in counterparts, and the executed counterparts delivered by facsimile or emailed

portable document format attachment, each of which will be considered an original and all of which together will constitute one and the same agreement.

24.11 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

24.12 Construction; Time Computation. Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, "business day" means a day other than a Saturday, Sunday or legal holiday.

24.13 Governing Law. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho.

24.14 Execution Date. The "**Execution Date**" of this Agreement is the later of the dates shown beneath the parties' signatures below.

[Signature Page Follows]

EXECUTION

SELLER

CAPITAL CITY DEVELOPMENT CORPORATION, aka URBAN RENEWAL AGENCY OF BOISE CITY

Date: _____, 2019

| By: | |
|--------|--|
| Name: | |
| Title: | |

BUYER

BLOCK 22, LLC, an Idaho limited liability company

Date: _____, 2019

| By: | |
|--------|--|
| Name: | |
| Title: | |

List of Exhibits:

- Exhibit A: List of Personal Property
- Exhibit B: Property Documents
- Exhibit C: Form of Deed
- Exhibit D: Form of Assignment and Assumption Agreement

EXHIBIT A LIST OF PERSONAL PROPERTY

- (2) QR Code printers at front desk
- (2) Assa Abloy access card readers w/pedestals
- (2) S&B Power gates w/articulating gate-arms
- (1) Entrance column
- (1) Exit column
- (2) Mounted surveillance cameras
- (1) Network video recorder for cameras
- (1) Bike rack at EN
- (1) Internet router for device connectivity to server
- (1) Booth enclosure
- (1) S&B Full service pay station kiosk
- (1) Credit/Debit only express pay station kiosk
- (1) Illuminated welcome sign at street level
- (1) Wind master sign holder w/garage closed sign insert
- (2) A-frame signs for motorcycle instructions/warnings
- (2) Trash receptacles

EXHIBIT B PROPERTY DOCUMENTS

1. The Title Report (see Section 5 herein).

2. Historical financial and operating statements for the prior three years and current year to date statements, including trailing twelve month occupancy reports.

3. Rent Roll: statement of all current contracted rents, parking rental rates, deposits, advance fees, and delinquencies.

4. Standard form of monthly parking agreement, copies of all long term parking agreements, and written descriptions of any oral long-term parking arrangements.

5. Capital expenditure and repair cost records for the past three years.

6. Copy of any warranties and/or service contracts on equipment, identification of major repairs performed in the past three years or planned, service, management or other agreements presently in effect or which may come into effect.

7. List of vendors and utility companies with account numbers.

8. Summary of insurance costs and coverage and insurance loss runs for the past three years.

9. Copies of all actions, suits, legal or administrative proceedings affecting the Property for the past three years and any such matters prior to three years but that have continuing effect.

10. Licenses, permits and certificates of occupancy.

11. An itemized list of all personal property to be included in the sale, and a list of tangible personal property owned by Seller and used in connection with the ownership, operation, use and maintenance of the Property.

12. Plans and specifications of the project "as built" including floor and site plans.

13. Most recent ALTA survey.

14. Most recent Phase I environmental assessment.

15. Most recent property condition report.

EXHIBIT C FORM OF DEED

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attention:

(Space Above For Recorder's Use)

WARRANTY DEED

all of Grantor's right, title and interest in and to the real property located in Ada County, State of Idaho, more particularly described in the attached *Exhibit A*, attached hereto and incorporated herein by reference (the "Premises");

TOGETHER WITH all rents, remainders and reversions, and all appurtenances and hereditaments, reversions, remainders, issues and profits, improvements and fixtures, easements, mineral rights, water rights and all other permits, licenses and rights in any way appertaining to the Premises.

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor has not previously transferred its interest in the Premises and that Grantor is owner in fee simple of the Premises and has a good right to convey its interest in Premises; that the Premises is free from any and all liens, claims, encumbrances or other defects of title created or suffered by the Grantor except for the current year's taxes, reservations, restrictions and easements of record, and that Grantor will warrant and defend the same against all claims whatsoever. In witness whereof, Grantor has caused this Warranty Deed to be executed and delivered this _____ day of ______, 2019.

CAPITALCITYDEVELOPMENTCORPORATION,akaURBANRENEWAL AGENCYOF BOISE CITY

| By: | | |
|--------|--|--|
| Name: | | |
| Title: | | |

[acknowledgements on following page]

EXECUTION

| STATE OF IDAHO |) | | | |
|-------------------------|-------------------------|-------------------|-----------------|----------------|
| |) ss. | | | |
| County of Ada |) | | | |
| | | | | |
| On this | day of | , bef | ore me, | , |
| a Notary Public in and | l for said State, perso | nally appeared | | , |
| known or identified to | o me (or proved on the | e oath of | |) to be |
| the | of | {CAPITAL | CITY DEVI | ELOPMENT |
| CORPORATION, a | aka URBAN RENE | WAL AGENC | Y OF BOISE | CITY or as |
| designated in title} th | at executed the within | n instrument, and | acknowledged to | o me that such |
| {CAPITAL CITY D | DEVELOPMENT C | ORPORATION | l, aka URBAN | RENEWAL |

AGENCY OF BOISE CITY or as designated in title} executed the same.

Notary Public

EXHIBIT A

Description of the Premises

Property Documents

{insert from title policy commitment}

EXHIBIT D FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this \blacklozenge day of \blacklozenge , 20 \blacklozenge , by and between **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 known as **CAPITAL CITY DEVELOPMENT CORPORATION** ("Assignor") and {**BLOCK 22, LLC**, an Idaho limited liability company}{ \diamondsuit , a \diamondsuit }("Assignee").

WITNESSETH:

Assignor is landlord under those certain Parking Licenses described on <u>Schedule A</u> attached hereto and made a part hereof ("Parking Licenses") relating to the property described on <u>Schedule B</u> attached hereto and made a part hereof.

Assignor desires to assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Parking Licenses.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES

1. Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Parking Licenses, including, without limitation, all of Assignor's right, title and interest in and to the security deposits listed on <u>Schedule C</u> attached hereto and incorporated herein.

2. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations under the Parking Licenses arising from and after the date hereof (including without limitation any that relate to the security deposits assigned and transferred to Assignee hereby).

3. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any obligations arising out of the Parking Licenses prior to the date hereof. Assignee hereby agrees to indemnity, defend and hold Assignor harmless for any obligations arising out of the Parking Licenses from and after the date hereof.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS

A. Assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to those certain service contracts relating to the Premises described on <u>Schedule D</u> attached hereto and made a part hereof ("Service Contracts").

B. Assignee hereby accepts said assignment and assumes all of the Assignor's duties and obligations arising out of the Service Contracts from and after the date hereof.

C. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any obligations arising out of the Service Contracts prior to the date hereof. Assignee hereby agrees to indemnity, defend and hold Assignor harmless for any obligations arising out of the Service Contracts from and after the date hereof.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by Idaho law, without regard to conflict of laws and constitutes the parties' entire agreement with respect to its subject matter.

REMAINING PAGE LEFT BLANK SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ASSIGNOR

CAPITAL CITY DEVELOPMENT CORPORATION, aka URBAN RENEWAL AGENCY OF BOISE CITY

Date: _____, 20♦

| By: | |
|--------|--|
| Name: | |
| Title: | |

ASSIGNEE

{BLOCK 22, LLC, an Idaho limited liability company}{♦, a **♦}**

Date: _____, 20♦

By: ______ Name: ______ Title:

Schedule A to Assignment and Assumption Agreement

List of Parking Licenses Assumed

[insert list]

Schedule B to Assignment and Assumption of Service Contracts

Description of Property

Unit 4 as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 and as defined and described in that certain Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004

Schedule C to Assignment and Assumption Agreement

List of Deposits

[insert list]

Schedule D to Assignment and Assumption Agreement

List of Service Contracts

[insert list]

4830-1123-4218, v. 10



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AGENDA BILL

| Agenda Subject: Resolution No. 1631 Agreement to includ | - 6th & Front Garage and Hotel – Amending the Type 3 e Public Art | Date: 12/9/19 |
|--|--|-------------------------|
| Staff Contact: Laura Williams | Attachments: 1) Resolution No. 1631 2) Second Amendment to the Type 3 Transformativ Participation Agreement 3) Memo from Boise City Arts & History Department | |
| Action Requested: Adopt Resolution 1631, approving the second amendment to the Type 3 Transformative Assistance Participation Agreement with Front Street Investors, LLC to include public art funding subject to certain conditions. | | |

Background:

In May 2018, the CCDC Board approved a Type 3 Transformative Assistance Agreement ("Agreement") with Front Street Investors, LLC ("Developer") to reimburse for public improvements related to the construction of the Hotel and Parking Garage at 6th and Front. The Agreement did not contemplate public art as an Eligible Expense, however the CCDC Participation Program does include public art as an Eligible Expense if the public art meets certain criteria.

To qualify as an Eligible Expense, Public Artwork must be selected through the Boise City Department of Arts and History's Public Art Program process. The public art also must be approved by Boise City as part of the process. Public art must be located in the public right-ofway or a dedicated Public Art Easement / License Agreement. Ownership and maintenance will be determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement and/or Art Façade Easement). Reimbursement for public art is capped at 1% of the total project budget.

The Developer has determined that they would like to include public art in the project and will follow the criteria and process CCDC has set forth in the Participation Program. The Developer has engaged with Arts & History on location based on budget. A budget of \$90,000 has been identified. Arts & History has prepared a staff recommendation for the art (attachment 3). The recommendation suggests using the large stairwell wall on the exterior of the building along the Front Street corridor as the priority location for the art, with two secondary locations if the budget permits.

Upon CCDC's approval to amend the Agreement to include \$90,000 for public art, Arts & History will begin the selection process. The selection panel will include members representing the Developer, CCDC, the Boise City Arts & History Commission, an artist, and an arts professional.

The artist and artwork selection will be brought back to the CCDC Board for approval. CCDC's reimbursement for the public art is contingent upon this Board approval.

The selection process will take place in early 2020, with final fabrication and installation to be complete in late 2020.

Fiscal Notes:

The public art adds \$90,000 to the estimated Eligible Expenses, bringing the total Eligible Expense estimate to \$1,568,439. This public art budget is in line with the policy, capping the art at 1% of the total project budget. The total project budget is \$31 million, so the maximum allowed for public art would be \$310,000. The art will be reimbursed based on actual cost and using tax increment generated by the project. CCDC estimates indicate that the project will generate enough increment to cover this additional public art cost.

Staff Recommendation:

Adopt Resolution 1631, approving the Second Amendment to the Type 3 Transformative Assistance Participation Agreement with Front Street Investors, LLC to include public art funding subject to certain conditions.

Suggested Motion:

I move to Adopt Resolution 1631, approving the Second Amendment to the Type 3 Transformative Assistance Participation Agreement with Front Street Investors, LLC to include public art funding subject to certain conditions. BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE SECOND AMENDMENT TO THE TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND FRONT STREET INVESTORS, LLC, TO INCLUDE PUBLIC ART FUNDING SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE AND ATTEST THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, Front Street Investors, LLC ("Developer"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan.

WHEREAS, Developer intends to construct a 500+ space parking garage and 138 room hotel within the Site (the "Project"). The Project is a seven (7) story building with the first floor serving as Hotel lobby/amenities and structured parking, and floors two through seven as guestrooms and structured parking.

RESOLUTION NO. 1544 - 1

WHEREAS, the Agency has in place a Participation Program which includes Type 3 Transformative Assistance Program under which the Agency provides assistance towards larger transformative public or private projects;

WHEREAS, the Project fits within the definition of a Type 3 Project as defined in the Agency's Participation Program;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 3 Participation Program Agreement with Developer whereby Developer will construct the Project and the Agency will reimburse Developer for constructing public improvements as specified in the Agreement;

WHEREAS, on May 28, 2018 the Agency Board approved Resolution No. XXXX approving the Type 3 Transformative Assistance Agreement;

WHEREAS, The Parties have previously entered into a First Amendment to the Transformative Assistance Agreement on January 9, 2019

WHEREAS, Agency and Front Street Investors, LLC desire to modify certain terms and conditions of the Type 3 Transformative Assistance Agreement with this Amendment No. 2, attached hereto as EXHIBIT A and incorporated herein as if set forth in full, in order to address changes that have occurred since approval and execution of the Agreement and First Amendment to the Type 3 Transformative Assistance Agreement to accommodate the selection of public art as part of the eligible expenses of the Type 3 Project; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment No. 2 to the Type 3 Transformative Assistance Agreement and to authorize the Chair, Vice-Chair, or Executive Director and Secretary to execute and attest same.

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

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

<u>Section 2</u>: That the Agreement, a copy of which is attached hereto as Attachment 1, and incorporated herein by reference, be and the same hereby is approved.

Section 3: The Agency Board reserves the right to approve the artist and public art selected.

Section 4: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2019 Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 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 December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST:

By:

³y: _____ Ryan Woodings, Vice Chair

SECOND AMENDMENT TO TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

THIS SECOND AMENDMENT TO TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("**Second Amendment**") is entered into effective as of the ______ day of December, 2019 ("**Effective Date**"), by Capital City Development Corporation ("**CCDC**") and Front Street Investors, LLC, an Idaho limited liability company ("**Participant**"). CCDC and Front Street are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Parties previously entered into that certain Transformative Assistance Participation Agreement, dated May 28, 2018 ("**Agreement**"), concerning the construction of Public Improvements (as defined in the Agreement) and reimbursement thereof, as more particularly described in the Agreement.

B. The Parties have previously entered into that certain First Amendment to the Transformative Assistance Agreement on January 9, 2019.

C. The Parties wish to amend the Agreement as set forth in this Second Amendment.

D. Participant has requested to include \$90,000 for Public Art as part of the Eligible Expenses.

E. CCDC's Participation Program allows for Public Art as an Eligible Expense if certain criteria are met, namely that the Participant works with the City of Boise Arts & History Department to select the art work, that the art work is located in a right-of-way, easement area, or license area for a specific time duration and that the artist and artwork concept have been approved by the CCDC Board.

F. The public art contemplated meets the above requirements and CCDC will verify before reimbursement for the Public Art.

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

1. Recitals and Use of Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Second Amendment have the meaning ascribed to them in the Agreement.

2. Section 12. Section 12 of the Agreement is hereby amended, in relevant part, as follows: The estimated cost of the Public Improvements is hereby deleted in its entirety and replaced with the following "One Million Five Hundred Sixty Eight Thousand Four Hundred Thirty Nine and 00/100 Dollars (\$1,568,439)."

3. Section 14. Section 14 of the Agreement is hereby amended to include the following bullet point:

f. Public Art selection must have obtained approval by CCDC Board of Commissioners.

4. Exhibit D. Exhibit D shall be deleted in its entirety and replaced with Attachment 1 - Exhibit D Eligible Expenses Updated – Public Art.

5. **Miscellaneous.** The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by the First Amendment, and this Second Amendment shall prevail in the event of a conflict with the terms of the Agreement and the First Agreement. This Second Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax, or other form of electronic delivery.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed and effective as of the Effective Date.

| CCDC: | Front Street: |
|--|--|
| Capital City Development Corporation | Front Street Investors, LLC, an Idaho limited liability company |
| By: John Brunelle, Executive Director | By: Name: Title: |

4812-9083-9982, v. 2

| 2 Asphalt demolition 0 0 0 INCL #1 3 Curb and dutter demolition 0 0 0 INCL #1 4 Saw cut 0 0 0 INCL #1 5 Replace subbase LS 56,761 1 56,76 6 Stand alone tree removal 0 0 0 INCL #1 SIDEWALK WORK: 7 1,415 24,00 7 Scored concrete sidewalk SF 17 1,415 24,00 9 Pedestrian ramp 0 0 0 INCL #7 10 Truncated dome 0 0 0 INCL #7 11 Lawn parkway LS 4,500 1 4,52 12 Irrigation LS 18,800 1 18,88 OTHER: 7 2 758 18,90 13 Asphalt repair SF 24,200 1 24,21 14 Concrete curb cut 0 0 0 INCL #15 15 Vertical curb and gutter (6") LF 25 758 18,9 16 Meyers cabinet 0 0 0 INCL #18 | CCDC Participation Program | | | | | |
|---|--|-----------------|-----------|-------------------------|------------|---------------|
| Project Name: 6th and Front Hotel and Garage Plan Date: 5/10/18 By: Dean Pape and CCD STREETSCAPE: (In right-of-way) # ITEM DESCRIPTION UNIT UNIT PRICE QUANTITY TOTAL COS SITE PREPARATION: I Surface demolition LS 55,530 1 S55,530 1 Surface demolition LS 55,530 1 S55,530 1 S55,530 2 Asphalt demolition 0 0 INIC #1 3 3 3 3 3 3 Curb and dutter demolition 0 0 0 INIC #1 5 5 5 6 8,603 51,6 3 Replace subbase LS 5 6 8,603 51,6 6 8,603 51,6 9 Pedestrian ramp 0 0 0 INIC #1 24,00 1 18,8 0 0 0 0 0 INIC #1 24,20 1 24,20 1 Lawn parkway LS 18,800 1 18,8 24,20 | Type 3 Eligible Costs Application Form | | | | | |
| STREETSCAPE: (In right-of-way) # TEM DESCRIPTION UNIT UNIT PRICE QUANTITY TOTAL COS SITE PREPARATION: 1 55,530 1 55,530 1 55,530 2 Asphalt demolition 0 0 1 NICL #1 5 3 Curb and dutter demolition 0 0 1 NICL #1 5 3 Replace subbase LS 56,761 1 56,76 5 Stand alone tree removal 0 0 1 NICL #1 SIDEWALK WORK: 7 5 Corde concrete sidewalk SF 6 8,603 51,6 8 Dry laid brick SF 1 1,415 24,0 9 9 9 1 (A15) 24,00 1 14,5 14,00 1 4,50 1 4,50 1 4,50 1 1,88 0 1 18,8 0 1 18,8 0 1 18,8 0 1 18,8 0 1 18,8 1 1,59 15,9 16 <t< td=""><td colspan="5">Actual Eligible Costs To Be Determined by CCDC</td></t<> | Actual Eligible Costs To Be Determined by CCDC | | | | | |
| ITEM DESCRIPTION UNIT UNIT PRICE QUANTITY TOTAL COS SITE PREPARATION: I Surface demolition IS S5,530 1 \$5,5 2 Asphalt demolition IS 0 0 INICL#1 3 Curb and dutter demolition 0 0 0 INICL#1 5 Replace subbase IS 56,761 1 56,7 6 Stand alone tree removal 0 0 0 INICL#1 SIDEWALK WORK: 7 5 5 6 8,603 51,6 8 Dry laid brick SF 17 1,415 24,00 1 4,50 9 Pedestrian ramp 0 0 0 10 10CL#7 11 Lawn parkway IS 4,500 1 4,51 12 Irrigation IS 18,800 1 18,8 OTHER: 1 25 758 18,9 14 Concrete curb cut 0 0 0 0 17 Water meter EA 3,500 | Project Name: 6th and Front Hotel and Garag | ge | Plan Date | e: 5/10/18 | By: Dean I | Pape and CCDC |
| ITEM DESCRIPTION UNIT UNIT PRICE QUANTITY TOTAL COS SITE PREPARATION: I Surface demolition IS S5,530 1 \$5,5 2 Asphalt demolition IS 0 0 INICL#1 3 Curb and dutter demolition 0 0 0 INICL#1 5 Replace subbase IS 56,761 1 56,7 6 Stand alone tree removal 0 0 0 INICL#1 SIDEWALK WORK: 7 5 5 6 8,603 51,6 8 Dry laid brick SF 17 1,415 24,00 1 4,50 9 Pedestrian ramp 0 0 0 10 10CL#7 11 Lawn parkway IS 4,500 1 4,51 12 Irrigation IS 18,800 1 18,8 OTHER: 1 25 758 18,9 14 Concrete curb cut 0 0 0 0 17 Water meter EA 3,500 | | | | | | |
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| OTHER: 5F 24,200 1 24,22 14 Concrete curb cut 0 0 0 INCL #15 15 Vertical curb and gutter (6") LF 25 758 18,9 16 Meyers cabinet 0 0 0 0 17 Water meter EA 3,500 1 3,55 SITUATIONAL FURNISHINGS: 5 758 14,00 15 174,00 18 Street trees EA 11,600 15 174,00 19 17 19 19 10 10 15 174,00 19 10 | 11 Lawn parkway | LS | | 4,500 | 1 | 4,500 |
| 13 Asphalt repair SF 24,200 1 24,21 14 Concrete curb cut 0 0 0 INCL #15 15 Vertical curb and gutter (6") LF 25 758 18,9 16 Meyers cabinet 0 0 0 1 3,50 17 Water meter EA 3,500 1 3,50 SITUATIONAL FURNISHINGS: Is Street trees EA 11,600 15 174,00 19 Tree grates & frames 0 0 0 INCL #18 20 Trench drain cover EA 750 6 4,50 21 Historic street light EA 4,500 8 36,00 22 Bench LS 15,000 1 15,00 23 Bike rack EA 850 10 8,55 24 Litter receptacle EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36, | 12 Irrigation | LS | | 18,800 | 1 | 18,800 |
| 14 Concrete curb cut 0 0 0 INCL #15 15 Vertical curb and gutter (6") LF 25 758 18,9 16 Meyers cabinet 0 0 0 0 17 Water meter EA 3,500 1 3,50 SITUATIONAL FURNISHINGS: I8 Street trees EA 11,600 15 174,00 19 Tree grates & frames 0 0 0 INCL #18 20 Trench drain cover EA 750 6 4,50 21 Historic street light EA 4,500 8 36,00 22 Bench LS 15,000 1 15,00 23 Bike rack EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 OTHER: 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36,60 | OTHER: | | | | | |
| 15 Vertical curb and gutter (6") LF 25 758 18,9 16 Meyers cabinet 0 0 0 17 Water meter EA 3,500 1 3,50 SITUATIONAL FURNISHINGS: EA 11,600 15 174,0 19 Tree grates & frames 0 0 0 INCL #18 20 Trench drain cover EA 750 6 4,50 21 Historic street light EA 4,500 8 36,00 22 Bench LS 15,000 1 15,00 23 Bike rack EA 850 10 8,55 24 Litter receptacle EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 OTHER: 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36,60 | 13 Asphalt repair | SF | | 24,200 | 1 | 24,200 |
| 16 Meyers cabinet 0 0 0 17 Water meter EA 3,500 1 3,500 SITUATIONAL FURNISHINGS: EA 11,600 15 174,00 18 Street trees EA 11,600 15 174,00 19 Tree grates & frames 0 0 0 INCL #18 20 Trench drain cover EA 750 6 4,50 21 Historic street light EA 4,500 8 36,00 22 Bench LS 15,000 1 15,00 23 Bike rack EA 850 10 8,51 24 Litter receptacle EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 OTHER: 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36,60 | 14 Concrete curb cut | | 0 | 0 | 0 | INCL #15 |
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| SITUATIONAL FURNISHINGS: 18 Street trees EA 11,600 15 174,0 19 Tree grates & frames 0 0 0 INCL #18 20 Trench drain cover EA 750 6 4,50 21 Historic street light EA 4,500 8 36,00 22 Bench LS 15,000 1 15,00 23 Bike rack EA 850 10 8,55 24 Litter receptacle EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 OTHER: 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36,6 | 16 Meyers cabinet | | 0 | 0 | 0 | 0 |
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| 22 Bench LS 15,000 1 15,00 23 Bike rack EA 850 10 8,50 24 Litter receptacle EA 1,800 5 9,00 25 Pre-cast planter EA 2,500 6 15,00 OTHER: 26 Site Electrical LS 25,000 1 25,00 27 Concrete Planter Beds LS 36,600 1 36,60 | 21 Historic street light | EA | | 4,500 | 8 | 36,000 |
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| 27 Concrete Planter Beds LS 36,600 1 36,6 | | | | 25 000 | A | |
| | | | | | | 25,000 |
| | 27 Concrete Planter Beds Public Art | LS EA | | 36,600 <u>90,000</u> | 1 | |
| | | | | | | |
| Total Streetscape Costs: 671,5 | Total Streetscape Costs: | | | | | 671,514 |

| INFRASTRUCTURE & UTILITIES: (In right-of-way) | | | | |
|--|------|------------|----------|------------|
| | UNIT | UNIT PRICE | QUANTITY | TOTAL COST |
| STORM WATER MITIGATION: | | | | |
| 28 Surface demo | | 0 | | INCL #1 |
| 29 Surface prep | | 0 | | INCL #1 |
| 30 Finish materials (permeable pavers, etc.) | LS | 42,000 | 1 | NA |
| UTILITIES: | | | | |
| 31 Power line (new/relocation/extension) | LS | 300,000 | 1 | 300,000 |
| 32 Water line (new/relocation/extension) | LS | 32,875 | 1 | 32,875 |
| 33 Sewer line (new/relocation/extension) | LS | 31,900 | 1 | 31,900 |
| 34 Geothermal Line (new/relocation/extension) | LS | 75,000 | 1 | 75,000 |
| 35 Natural gas line (new/relocation/extension) | LS | 45,000 | 1 | 45,000 |
| 36 Phone line (new/relocation/extension) | LS | 35,000 | 1 | 35,000 |
| 37 Fiber line (new/relocation/extension) | LS | 75,000 | 1 | 75,000 |
| 38 ACHD power box relocation | | 0 | 0 | 0 |
| | | | | |
| STREET: | SF | 2 5 | 1 500 | F 250 |
| 39 Asphalt demolition | SF | 3.5 | 1,500 | 5,250 |
| 40 Road sub-base and prep | SF | 2.5 | 1,500 | 3,750 |
| 41 Asphalt paving | SF | 3.5 | 1,500 | 5,250 |
| PATH: | | | | |
| 42 Surface demolition | | 0 | 0 | 0 |
| 43 Surface prep | | 0 | 0 | 0 |
| 44 Paving material | | 0 | 0 | 0 |
| ALLEY: | | | | |
| 45 Asphalt demolition | SF | 2.25 | 6,000 | 13,500 |
| 46 Alley sub-base and prep | SF | 1.50 | 6,000 | 9,000 |
| 47 Asphalt paving | SF | 3.75 | 6,000 | 22,500 |
| | | | | |
| PLAZA: | | | | |
| 48 Surface demolition | LS | 6,500 | 1 | 6,500 |
| 49 Surface prep | LS | 4,500 | 1 | 4,500 |
| 50 Paving material | LS | 19,400 | 1 | 19,400 |
| OTHER: | | | | |
| 51 Southeast Park Landscaping | LS | 131,000 | 1 | 131,000 |
| 52 Northwest Plaza Landscaping | LS | 46,000 | - 1 | 46,000 |
| | | , - | | , - |
| Total Infrastructure & Utilities Costs: | | | | 861,425 |

| SITE: | | | | |
|---|----|-----|--------|-----------|
| 53 Brownfield Environmental Assessment | | 0 | 0 | 0 |
| 54 Brownfield Environmental Remediation | | 0 | 0 | 0 |
| 55 Clearance | | 0 | 0 | 0 |
| 56 Grading | SF | 2.5 | 14,200 | 35,500 |
| Total Site Costs: | | | | 35,500 |
| TOTAL ELIGIBLE COSTS: | | | | 1,568,439 |
| Important Note: | | | | |

Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

ATTACHMENT 3 – Staff Recommendation from City of Boise Arts & History





DEPARTMENT OF ARTS & HISTORY

MAYOR: David H. Bieter | DIRECTOR: Terri Schorzman



- to: Dean Pape & Laura Williams
- FROM: Karl LeClair
- DATE: 11/20/2019
- RE: Public Art for 6th & Front Development

PUBLIC ART AT 6TH & FRONT – STAFF RECOMMENDATION

Available Budget

There is currently a total of \$90,000 available for the development of public art projects.

Project Options

Public Art staff scoped multiple options for locations and project types before a budget was determined. Upon notice of the available budget, the following options should be considered.

- 5th & Front East facing 6 story concrete wall
- 5th & Alley North facing 6 story concrete wall
- 6th & Alley North facing 6 story concrete wall

Each location presents the opportunity to feature surface treatment such as a mural, low-relief sculptural treatment such as a bas relief sculpture, surface mounted sculptural objects, a series of mounted substrates which could host 2 dimensional artworks or a combination of features.

Background

Public Art staff met with representatives from the architectural team to scope out the above project locations and types and then met with representatives from the development team, including a representative from Capital City Development Corporation (CCDC) to discuss the feasibility of using CCDC participation funding. It was determined the \$90,000 in funding is eligible for participation funding for public art, pending the project runs through the City of Boise's Public Art Program and the artwork is publicly accessible.

Staff Recommendation

Public art staff recommend drafting an open call-to-artists using a request for qualification format which will identify the budget, anticipated timeline, project scope, theming, and project management logistics. The artist scope of work should focus on developing a work of art for the site with a primary focus on the 5th & Front, east facing

BOISE CITY HALL: 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500 | P: 208-608-7050 | F: 208-433-5673 | TDD/TTY: 800-377-3529 BOISE CITY COUNCIL: Lauren McLean (President), Elaine Clegg (President Pro Tem), Scot Ludwig, Lisa Sánchez, TJ Thomson, Holli Woodings wall with the option to explore how the design may be integrated into the other noted locations. Given the \$90,000 budget, the artist should be able to address the 5th & Front wall and likely incorporate other design elements into the other wall spaces, likely at a smaller scale. This will bring attention to the work from the most prominent perspective, traveling west on Front St., but has the potential to carry the aesthetic improvements around to the north-facing alley façade.

The artist budget should be identified at \$70,000 with the remaining \$20,000 held for a separate installation contractor.

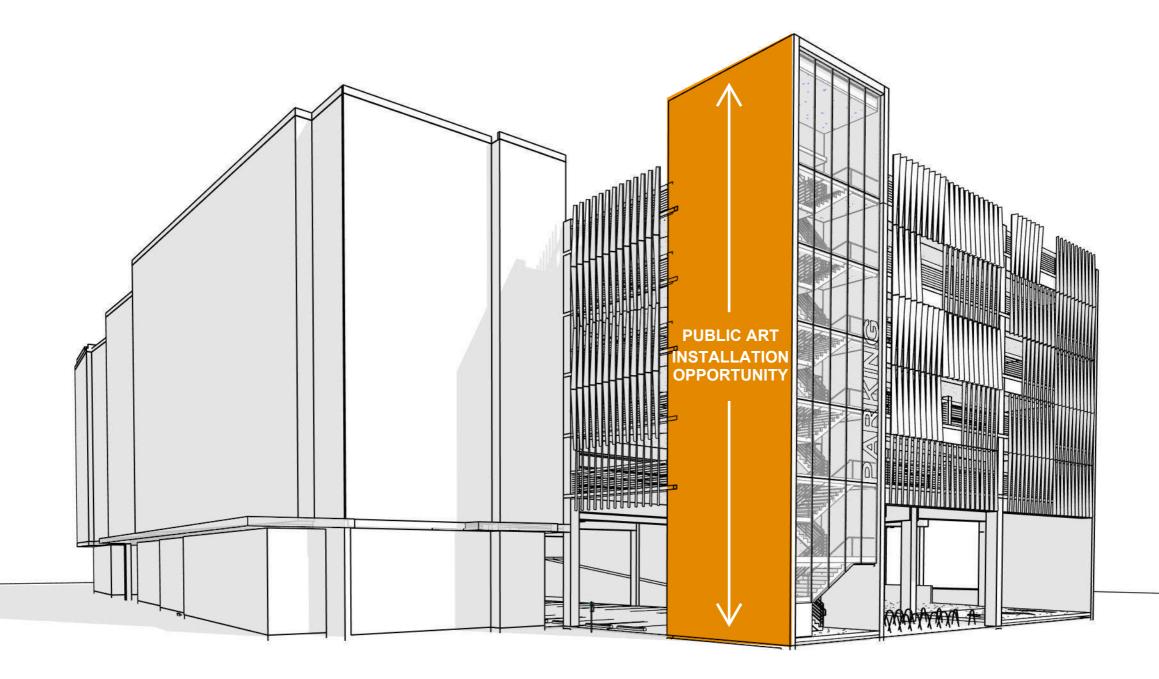
Process

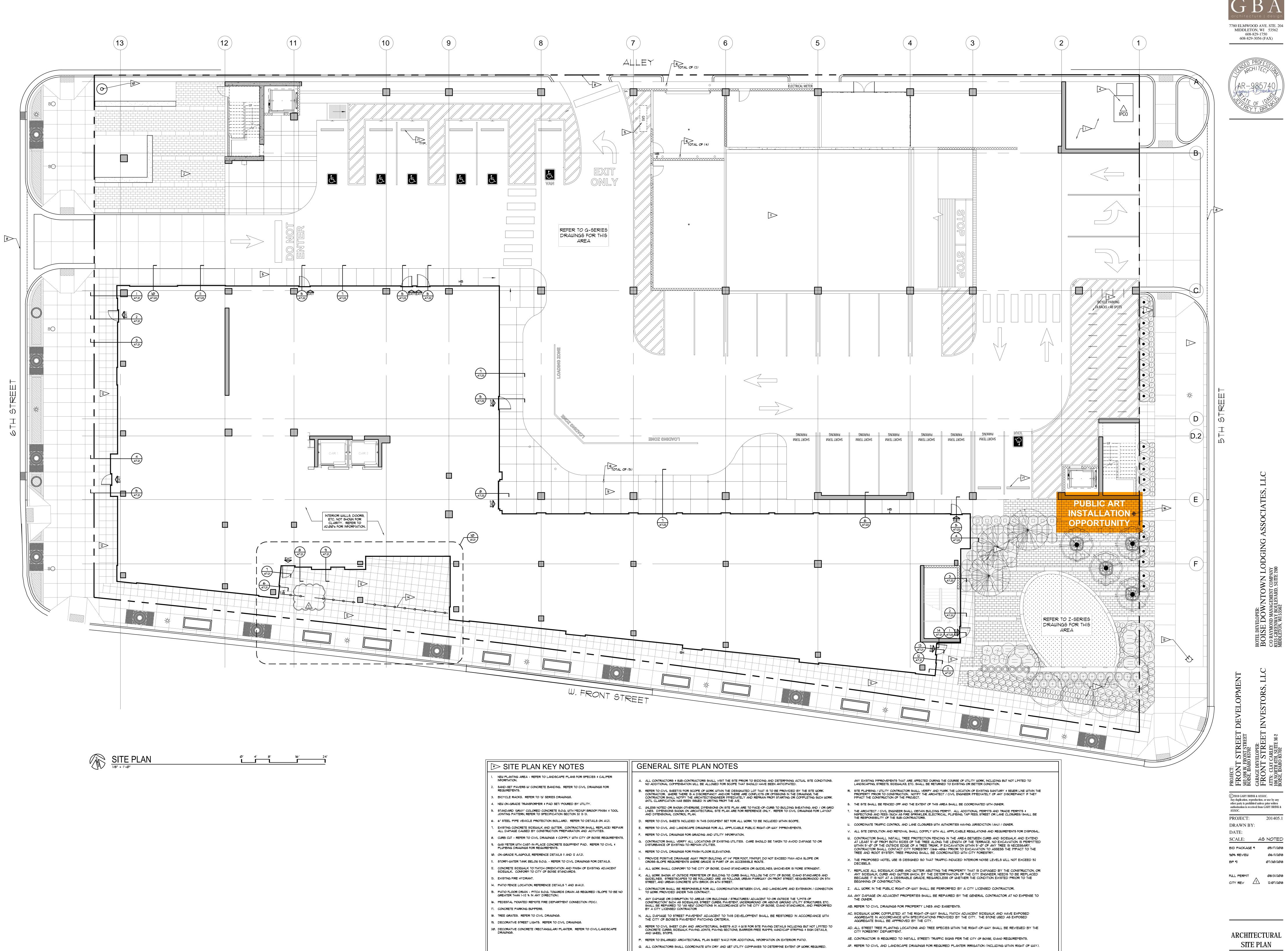
The City of Boise will enter into an agreement with the property developers/owners which will outline roles and responsibilities regarding artist selection process, project management, and lifespan and maintenance of the artwork. The property developers/owners will enter into an agreement with CCDC regarding funding and will separately enter into an agreement with the selected artist(s) regarding ownership, intellectual property rights, maintenance and lifespan of the work.

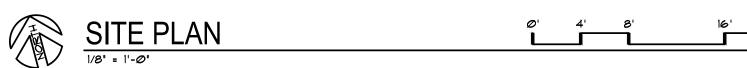
The City of Boise will be responsible for drafting and releasing an artist RFQ, accepting and organizing artist applications and will facilitate the artist selection process. A selection panel will be composed of members representing the development team, CCDC, the Boise City Arts & History Commission, an artist, and an arts professional. The selected artist will collaborate with project design team members during design development and be required to provide schematic drawings and engineering documents for approval through CCDC and City of Boise. Public Art staff will serve as project managers during design development, fabrication and installation. The installation will need to be provided through a separate contract by a vendor with a State of Idaho Public Works license.

The final artwork will be owned and maintained by the property developers/owners as stipulated in the agreements and will also be required to maintain the artwork for a period of time determined in the agreements.

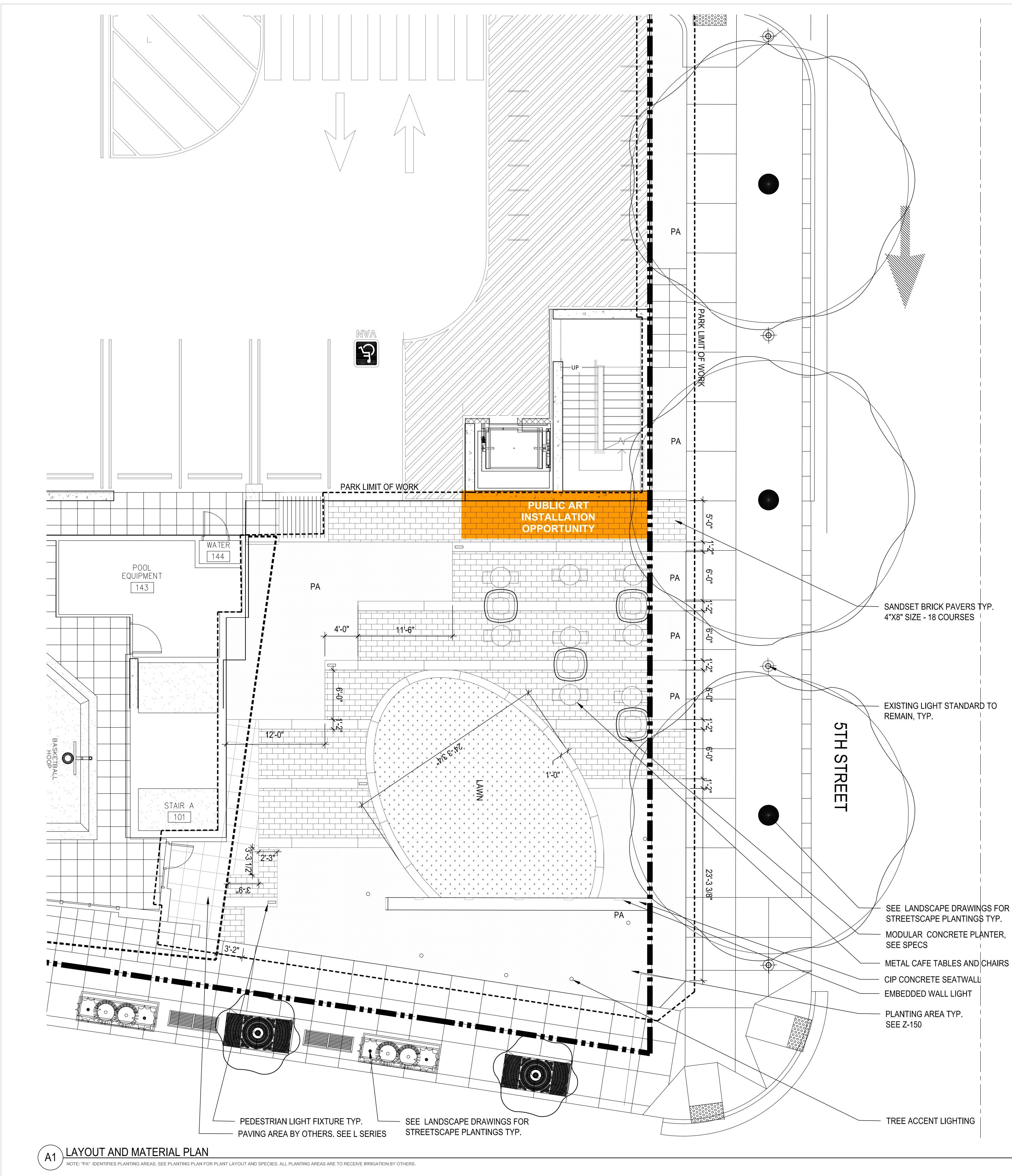


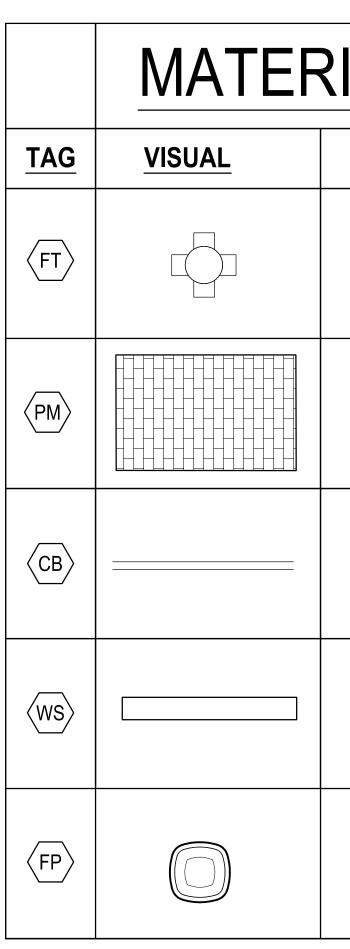






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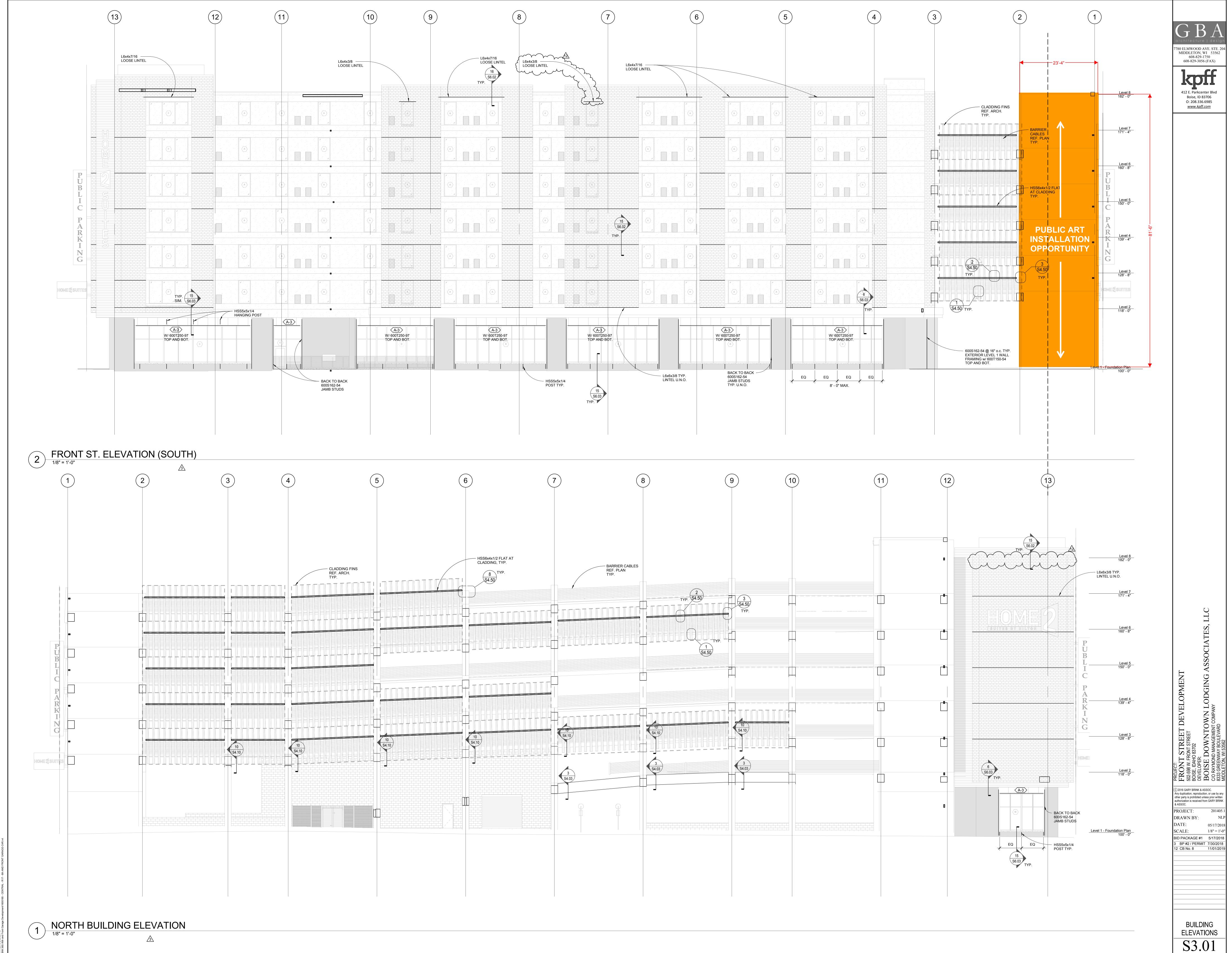
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| IALS LEGEND | | | |
|------------------------------------|-------------|--|--|
| DESCRIPTION | DETAIL | | |
| BISTRO TABLE AND CHAIRS, SEE SPECS | | | |
| MASONRY PAVER, SEE SPECS | B1 Z-501 | | |
| CIP CONCRETE BAND | A1 Z-501 | | |
| CIP CONCRETE SEATWALL | A4 Z-501 | | |
| CONCRETE PLANTER , SEE SPECS | | | |







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AGENDA BILL

| Agenda Subject: Resolution No.1632 - ME Jefferson, LLC and City or | 0A Amendment 1 with Eleven Eleven West f Boise | Date: December 9, 2019 |
|---|---|---------------------------|
| Staff Contact: Doug Woodruff | Attachments: Resolution No.1632 MDA Amendment No. 1 | |
| Action Requested: Adopt Resolution No.163 LLC and the City of Boise | 32 approving MDA Amendment 1 with Eleven E | Eleven West Jefferson, |

Background:

The Westside Downtown Urban Park ("Westside Park") is a proposed public space located at the intersection of 11th Street and Bannock Street in the Westside District. The project is a CCDC placemaking and economic development initiative that furthers the objectives of the City's Downtown Parks and Public Spaces Master Plan while promoting private investment adjacent to the park.

On June 11, 2018, the Agency Board approved Resolution No. 1554 approving a Master Development Agreement ("MDA") between Agency, City, and Eleven Eleven which memorialized the parties' duties, rights, and obligations related to the development of the Westside Park.

The purpose of Amendment No. 1 is to modify a few terms of the MDA to align with the current development schedule and budget. Amendment No. 1 amends the following:

- Section 5.b. "Costs of Construction and Payment of Obligations" to increase the total amount paid by the City to ONE MILLION THREE HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS (\$1,380,945.00). This new amount represents the original commitment of \$1,000,000, plus the addition of \$380,945 newly committed by the City and captured in the Amendment to the T4 Agreement between the Agency and the City, approved by the City on October 22, 2019, with Resolution 502-19.
- Section 14 "Termination" so that if the construction of Park Improvements by either the Agency or Agency's contractors does not commence by August 10, 2020, the MDA will automatically terminate and be of no further force or effect other than any terms that survive expiration or termination of the Sublease.
- A few miscellaneous technical corrections.

Fiscal Notes:

The total project budget for the Westside Park is \$3,410,945. This includes all planning, design, soft costs, and construction costs.

The Agency's FY2019 approved budget identified \$2,000,000 for the Westside Park project, and the City of Boise has agreed to contribute \$1,380,945 per the terms of a Type 4 Participation Agreement. Eleven West Jefferson, LLC has agreed to contribute \$30,000 to the project per the terms of the MDA.

Initial cost estimates prepared by the Agency's Construction Manager / General Contractor (CMGC) indicate that construction costs are within budget.

Staff Recommendation:

In order to support the ongoing development partnership, staff recommends adopting Resolution No. 1632 so that the MDA represents the current project timeframe and budget.

Suggested Motion:

I move to adopt Resolution No.1632 approving the Master Development Agreement Amendment No. 1 with Eleven West Jefferson, LLC and the City of Boise.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE AGENCY, ELEVEN ELEVEN WEST JEFFERSON, LLC, AND THE CITY OF BOISE; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE AND ATTEST THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, 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 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, Eleven Eleven West Jefferson, LLC ("Eleven Eleven"), leases certain real property (the "Site") located in the Westside Urban Renewal District ("Westside District"), as created by the Westside Plan, with a lease term which expires September 30, 2058; and,

WHEREAS, Eleven Eleven intends on leasing a portion of the Site to City to be used as a City urban park for the benefit of the public (the "Project"); and,

WHEREAS, on June 11, 2018, the Agency Board approved Resolution No. 1554 approving a Master Development Agreement between Agency, City, and Eleven Eleven which memorialized the parties' duties, rights, and obligations related to the development of a portion of the Site as an urban park; and,

WHEREAS, Agency, City, and Eleven Eleven desire to modify certain terms and conditions of the Master Development Agreement with this Amendment No. 1, attached hereto as EXHIBIT A and incorporated herein as if set forth in full, in order to address changes that have occurred since approval and execution of the Agreement; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment No. 1 to the Master Development Agreement and to authorize the Chair, Vice-Chair, or Executive Director and Secretary to execute and attest same.

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

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

<u>Section 2</u>: That Amendment No. 1 to the Master Development Agreement, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

<u>Section 3</u>: That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to sign and enter into Amendment No. 1 to the Master Development Agreement on behalf of the Agency and to execute all necessary documents required to implement the actions contemplated by Amendment No. 1, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2019, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by Amendment No. 1 and to perform any and all other duties required pursuant to same.

<u>Section 4</u>: 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 December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By:

Dana Zuckerman, Chair

ATTEST:

By:

Ryan Woodings, Vice Chair

MASTER DEVELOPMENT AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT NO.1 TO THE MASTER DEVELOPMENT AGREEMENT ("Amendment No.1") is entered into between Eleven Eleven West Jefferson LLC, an Idaho limited liability company ("Developer"), the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the state of Idaho ("Agency"), and the city of Boise City, an Idaho municipal corporation ("City") (collectively, the "Parties").

RECITALS

Developer, Agency, and City executed a Master Development Agreement ("Agreement") for construction of the Westside Downtown Urban Park (also known as the Westside Park) with an effective date of June 11, 2019.

The Agreement allows for the modification of its terms and conditions by written agreement of all the Parties thereto.

The Parties desire to modify certain terms and conditions of the Agreement in order to address changes that have occurred since execution of the Agreement.

AGREEMENT

IN CONSIDERATION of the mutual promises contained herein and those contained in the Agreement dated effective June 11, 2019, and for other good and valuable consideration, acknowledged by the Parties to be satisfactory and adequate, Developer, Agency, and City hereby agree as follows.

1. Section 4.a. "Stakeholder Working Group" is hereby amended to provide that the Final Design Concept shall be agreed upon and approved by the Parties no later than August 1, 2020.

2. Section 5.b. "Costs of Construction and Payment of Obligations" is hereby amended to increase the total amount paid by the City to ONE MILLION THREE HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS (\$1,380,945.00). This new amount represents the original commitment of \$1,000,000, plus the addition of \$380,945 newly committed by the City and captured in the Amendment to the T4 Agreement between the Agency and the City, approved by the City on October 22, 2019, with Resolution 502-19.

3. Section 6.b.i. is hereby amended as follows:

Construction of the Project shall commence within seven (7) days of the effective date <u>Commencement Date</u> of the Sublease.

4. Section 14 "Termination" is hereby amended as follows:

If the construction of Park Improvements by either Agency or Agency's contractors does not commence by December 31, 2019 August 10, 2020, this Agreement shall automatically terminate, and be of no further force or effect other than any terms that survive expiration or termination of the Sublease.

5. All other terms and conditions of the original Agreement, effective June 11, 2019, remain in full force and effect except as expressly modified by this Amendment No. 1.

END OF AMENDMENT NO.1 | Signatures appear on next page.

EXECUTED AND EFFECTIVE as of the date last written below.

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO also known as Capital City Development Corporation

Chairperson

_____, 2019

ATTEST:

Secretary

CITY OF BOISE CITY

David H. Bieter, Mayor

, 2019

ATTEST:

Lynda Lowry Ex-Officio City Clerk

ELEVEN ELEVEN WEST JEFFERSON LLC

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Scott Schoenherr, Manager

12-3____2019



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AGENDA BILL

| Agenda Subject: Resolution No.1637 - W | estside Urban Park Concept Master Plan | Date: December 9, 2019 |
|---|--|---------------------------|
| Staff Contact: Doug Woodruff | Attachments: Resolution No.1637 Westside Urban Park Concept Mas | ster Plan |
| Action Requested: Adopt Resolution No. 1 | 637 approving the Westside Urban Park Cond | cept Master Plan and |

Adopt Resolution No. 1637 approving the Westside Urban Park Concept Master Plan and directing staff to obtain the other necessary approvals while producing construction drawings.

Background:

The Westside Downtown Urban Park ("Westside Park") is a proposed public space located at the intersection of 11th Street and Bannock Street in the Westside District. The project is a CCDC placemaking and economic development initiative that furthers the objectives of the City's Downtown Parks and Public Spaces Master Plan while promoting private investment adjacent to the park.

The ability to develop the park was made possible in June 2019 when CCDC, the City of Boise, and Eleven Eleven West Jefferson, LLC, entered into a Master Development Agreement ("MDA") in which Eleven Eleven West Jefferson LLC is contributing the land, via long term lease, CCDC will develop the park improvements, and the City of Boise will take ownership, operation, and maintenance of the park once completed. The MDA contemplates that park construction will happen in tandem with construction of the adjacent 11th & Idaho Office Building. The office building construction began in Summer 2019 and is expected to be completed in late 2020. Construction of the park is anticipated to begin in Summer 2020.

Park Concept Master Plan

The Concept Master Plan, attached as exhibit, is the preferred design created from input gathered during a public open house, a public online survey, and four key stakeholder workshops. The Concept Master Plan meets the City master plan's objectives as follows:

- Promotes placemaking through conversion of surface parking into place-based, urban mixed-use development by coordinating the public investment with the private development.
- Promotes economic development by adding employment space and bicycle/pedestrian friendly improvements, while creating recreation opportunities and outdoor lifestyle public space.

- Establishes an urban open space destination that will extend the rich pedestrian environment of downtown Boise.
- Creates an outdoor commons, accessible to all, that will be a catalyst for community building, creativity, and information exchange.

Key Elements found in the Park Concept Master Plan that achieve the objectives include the following:

- Large grass lawn for informal activity and large programmed events.
- An interactive public art feature to be created and delivered by the City Arts and History Department in the near future.
- Public restroom.
- Mid-block alley pedestrian connection with privately owned dining/retail along its frontage.
- A variety of seat walls.
- A place for temporary stages or performance equipment.
- Ample shade trees and native plantings to create a verdant respite among the downtown grid of buildings.
- Public parking on nights and weekends.
- Hardscape plaza with tables and chairs for the public adjacent to the retail and dining.
- Intersection enhancements for improved pedestrian access.
- Bicycle facilities including storage racks.

The Concept Master Plan identifies the general size and location of the park's major program elements. Further detail of these elements will be developed during the next phase of producing construction drawings. Ongoing coordination with the City will occur to ensure that the public art is integrated and that the Parks Department approves of the technical design and long term maintenance requirements. Additional approvals are needed from CCDC's partners before permitting and construction can happen. These key project benchmarks are summarized below:

| Public Open House about Artist and Concept Master Plan | January 2020 |
|--|----------------------|
| Parks Commission consider approval of Concept Master Plan | Jan/Feb 2020 |
| City Council considers approval of Concept Master Plan | Jan/Feb 2020 |
| CCDC Board and City Council considers approval of Art Proposal | March 2020 |
| Submit for ACHD and City Permits | May 2020 |
| Park Construction | July 2020 – Jan 2021 |

Fiscal Notes:

The total project budget for the Westside Park is \$3,410,945. This includes all planning, design, soft costs, and construction costs.

The Agency's FY2018 approved budget identified \$2,000,000 for the Westside Park project, and the City of Boise has agreed to contribute \$1,380,945 per the terms of a Type 4 Participation Agreement. Eleven West Jefferson LLC has agreed to contribute \$30,000 to the project per the terms of the MDA.

Initial cost estimates prepared by the Agency's Construction Manager / General Contractor (CMGC) indicate that construction costs are within budget.

Staff Recommendation:

In order to achieve the construction timeframes contemplated in the MDA, staff recommends approval of Resolution No. 1637 so that production of construction drawings can commence while obtaining the remaining design approvals from Agency partners.

Suggested Motion:

I move to adopt Resolution No. 1637 approving the Westside Urban Park Concept Master Plan and directing staff to commence with construction drawings and design approvals from Agency partners and authorities having jurisdiction. BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE CONCEPT MASTER PLAN FOR THE PROPOSED PUBLIC SPACE KNOWN AS THE WESTSIDE URBAN PARK; DIRECTING AGENCY STAFF TO COMMENCE WITH CONSTRUCTION DRAWINGS AND DESIGN APPROVALS FROM AGENCY PARTNERS AND AUTHORITIES HAVING JURISDICTION; 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 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, Eleven Eleven West Jefferson, LLC ("Eleven Eleven"), leases certain real property (the "Site") located in the Westside Urban Renewal District ("Westside District"), as created by the Westside Plan, with a lease term which expires September 30, 2058; and,

WHEREAS, Eleven Eleven intends on leasing a portion of the Site to City to be used as a City urban park for the benefit of the public (the "Project"); and,

WHEREAS, on June 11, 2018, the Agency Board approved Resolution No. 1554 approving a Master Development Agreement between Agency, City, and Eleven Eleven which memorialized the parties' duties, rights, and obligations related to the development of a portion of the Site as an urban park; and,

WHEREAS, the Westside Park Concept Master Plan, attached hereto as EXHIBIT A, is the preferred design created from input gathered during a public open house, a public online survey, and four key stakeholder workshops; and,

WHEREAS, the Westside Park Concept Master Plan meets the City of Boise's master plan objectives including the promotion of placemaking, the promotion of economic development, and the establishment of iconic open space destinations; and,

WHEREAS, in order to achieve the construction timeframes contemplated in the Master Development Agreement, Agency staff recommends approval of the Westside Park Concept Master Plan so that production of construction drawings can commence while obtaining the remaining design approvals from Agency partners and authorities having jurisdiction; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Westside Park Concept Master Plan and to authorize Agency staff to take next steps to meet construction timeframes.

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 Westside Park Concept Master Plan, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

That Agency staff is directed to commence with Westside Park construction Section 3: drawings and design approvals from Agency partners and authorities having jurisdiction.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST:

By: _____ Ryan Woodings, Vice Chair

WESTSIDE URBAN PARK - CONCEPT MASTER PLAN

KEY ELEMENTS

1. Event Lawn

2. Future Public Art Feature (further approval req'd)

3. Future Fog/Water Feature (further approval req'd)

4. Public Restroom

5. Pedestrian Alley w/ Limited Vehicular Access

6. Seatwall

7. Temporary Stage/ Movie Screen Location

8. Native Planting

9. Parking Lot

10. Seating Steps

11. Existing Trees to be Replaced

12. Hardscape Plaza w/ Suspended Pavement System and Moveable Tables and Chairs

13. Streetscape per City Standards

14. Curb Bulb-out for Enhanced Pedestrian Crossing



December 9, 2019







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AGENDA BILL

| | . 1635 approving the Memorandum of the Agency and the City of Boise | Date: December 9, 2019 | |
|--|---|---------------------------|--|
| Staff Contact: John Brunelle Mary Watson | Attachments: - Resolution No. 1635 - Memorandum of Understa | | |
| Action Requested: Approve Resolution No. 1635 approving the Memorandum of Understanding between the Agency and the City of Boise for terms, conditions, and expenses related to Trailhead. | | | |

Fiscal Notes:

The Memorandum of Understanding ("MOU"), itself, has no fiscal impact on the Agency. However, in the event a new property lease and a new consultant agreement are signed for the business development efforts commonly known as Trailhead, this MOU obligates the Agency and the City of Boise to cooperate in the payment of rent, a security deposit, and certain other costs and fees (to be determined) associated with Trailhead.

Background:

The Agency and the City of Boise for the past five years have been working together providing a benefit to the citizens of Boise of encouraging private investment within urban areas by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown. This endeavor has been known as Trailhead and has involved the Agency leasing space for a non-profit consultant, Actuate Inc., in the building at 500 S. 8th Street. Under the terms and conditions of an MOU, the City and Agency shared the Trailhead expenses of rent and certain building repairs over the past five years.

The current MOU expires on January 30, 2020. In order to continue working together to accomplish the objectives noted above, a new MOU needs to be executed by the Agency and the City. This new MOU will renew the parties' ability to cooperate to their mutual advantage in a manner that will best accord with their individual needs. The new MOU, like the expiring MOU, addresses both the selection of the business consultant and the leasing of business space.

In the event a new consultant agreement or a new Trailhead lease is not executed, this MOU will have no effect – either party will be able to terminate this MOU without penalty. Additionally,

because of the limitations on municipal indebtedness set forth in the Idaho State Constitution, the City of Boise retains the ability to terminate this MOU if the Boise City Council fails to appropriate sufficient funds in any fiscal year when payments on Trailhead expenses are due.

Staff Recommendation:

In order to allow Agency Staff to continue to work with City staff on the Trailhead business efforts described herein, Staff recommends approval of Resolution No. 1635.

Suggested Motion:

I move to approve Resolution No. 1635 approving the Memorandum of Understanding between the Agency and the City of Boise for terms, conditions, and expenses related to Trailhead.

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 THE CITY OF BOISE, IDAHO, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BOISE AND AGENCY FOR CERTAIN TERMS AND CONDITIONS AND EXPENSES ASSOCIATED WITH THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MEMORANDUM OF UNDERSTANDING 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 deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the Agency and the City (collectively the "Parties") for many years have been working together to provide a benefit to the citizens of Boise, Idaho, by encouraging private

investment within urban areas by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise, Idaho; and,

WHEREAS, to accomplish the above, the Parties determined that leasing space for a consultant ("Consultant") in a building ("Building") located within one of the Agency's urban renewal plan areas would further the above and other public purposes; and,

WHEREAS, the Parties cooperated to locate a suitable leasable space for use by Consultant to provide services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services"); and,

WHEREAS, at its public meeting on December 15, 2014, the Agency Board passed its Resolution No. 1371 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the Building used by Consultant for the Business Assistance Services; and,

WHEREAS, with the 2014 Memorandum of Understanding expiring on January 30, 2020, the Parties desire to enter into a new Memorandum of Understanding, attached as EXHIBIT A and incorporated herein by reference, in order to continue working together to accomplish the objectives set forth hereinabove; and,

WHEREAS, the Agency Board hereby finds and determines that this Memorandum of Understanding enables the Parties to cooperate to their mutual advantage in a manner that will best accord with the individual needs and development of the Parties; and,

WHEREAS, the ability of the Parties to cooperate and jointly benefit each other is expressly allowed by Idaho Code Section 50-2015; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Memorandum of Understanding and to authorize the Executive Director to execute the Memorandum of Understanding, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

<u>Section 2</u>: That the Memorandum of Understanding, a copy of which is attached hereto as EXHIBIT A, and incorporated herein by reference, be and the same hereby is approved recognizing technical changes or corrections which may be required prior to its execution.

<u>Section 3</u>: That the Agency Executive Director is hereby authorized to execute the Memorandum of Understanding and, further, is hereby authorized to execute any necessary documents required to implement the Memorandum of Understanding and to make any necessary technical changes to the Memorandum of Understanding, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to the Memorandum of Understanding and any necessary technical changes thereto or other documents are acceptable

and consistent with the provisions of the Memorandum of Understanding and any comments and discussions received at the December 9, 2019, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 9, 2019. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2019.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____ Dana Zuckerman, Chair

ATTEST:

BY: Ryan Woodings, Vice Chair

EXHIBIT A to RESOLUTION No. 1635

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made by and between the City of Boise, an Idaho municipal corporation ("City") and the Urban Renewal Agency of Boise City, also known as the Capital City Development Corporation ("CCDC"), 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. City and CCDC 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, City and CCDC entered into that certain Memorandum of Understanding dated December 15, 2014, and amended February 3, 2015, to provide a benefit to the citizens of Boise, Idaho, by encouraging private investment within urban areas by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise, Idaho; and,

WHEREAS, that certain Memorandum of Understanding involved the City and CCDC facilitating a lease for use by a consultant ("Consultant") to provide services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services") in downtown Boise, Idaho; and,

WHEREAS, City and CCDC have determined that continuing these efforts of facilitating a lease for Consultant in a building ("Building") located within one of CCDC's urban renewal plan areas furthers the above benefits and other public purposes; and,

WHEREAS, upon location of a suitable space by mutual consent of both Parties (such consent to be exercised in the sole discretion of each Party), CCDC agrees to enter into a lease for the Building, subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, which constitute good and valuable consideration, the Parties do mutually undertake, promise, and agree as follows:

I. PAYMENT OF RENT

1.1 <u>Lease and Payment</u>. CCDC agrees that after the Parties have mutually agreed to the selection of the Building and the financial and substantive terms of a lease agreement ("Lease"), it shall enter into the Lease for the Building. City agrees that it will pay to CCDC one-half (1/2) of the rent, security deposit, and any other costs or fees incurred by CCDC under the terms of the Lease, provided the City shall not pay CCDC for any rents, costs, or fees incurred by CCDC to the extent of the following: (i) such rents, costs, or fees are reimbursed by Consultant or another third party; (ii) such costs or fees are non-routine and were not approved by the City prior to CCDC incurring such cost or fee; or (iii) any costs or fees are associated with a default of the Lease under the control of CCDC.

1.2 <u>Quarterly Invoicing</u>. CCDC shall send an itemized invoice to the City on a quarterly basis for the City's one-half payment obligation due hereunder. The City shall pay CCDC within thirty (3)) days of receipt of the invoice.

II. ADDITIONAL AGREEMENTS

2.1 <u>Effective Date</u>. The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

2.2 <u>Term</u>. This Agreement shall be in effect beginning on the Effective Date and continuing for the same Term of the Lease.

2.3 <u>Lease Terms and Conditions</u>. City and CCDC shall mutually agree to the terms of the Lease. Once the Lease has been approved by the City and executed by CCDC, CCDC shall not amend, negotiate, terminate, or modify any Lease terms or conditions without the prior written consent of the City, such consent not being unreasonably withheld.

2.4 <u>Use</u>. CCDC represents and warrants to the City that the use of the Building shall be solely for the public purposes stated above. CCDC shall permit no other use in the Building without written consent by the City, such consent not being unreasonably withheld.

2.5 <u>Transfer and/or Vacation</u>. No portion of the Building shall be utilized by an entity other than Consultant for the purpose of operating an entrepreneurship resource center, including, but not limited to, any assignment, sublease, or encumbering for financial purposes, without the prior written consent of the City, such consent not being unreasonably withheld. In the event Consultant ceases to provide Business Assistance Services in the Building, CCDC and the City shall work together to find a new consultant to provide Business Assistance Services. Any such consultant shall be approved by both CCDC and the City, provided that, in the event CCDC and City cannot locate a consultant to provide Business Assistance Services, CCDC and City shall mutually agree on an appropriate alternate use of the Building for the then-remaining term of the Lease.

2.6 <u>Default Notices</u>. CCDC agrees it will promptly provide the City with copies of any default notices received from the Building owner. If CCDC or Consultant fail to cure such default, City shall have the right, but not the obligation, to cure such default.

2.7 <u>Termination</u>. Prior to the execution of either the Lease or Consulting Agreement, either Party may terminate this Agreement without penalty for any reason. Upon execution of the Lease,

this Agreement shall automatically be null and void upon the expiration or earlier termination of the Lease. Additionally, if the Boise City Council fails to appropriate sufficient funds in any fiscal year for payments due hereunder, this Agreement shall terminate commencing the following fiscal year and City shall not be obligated to make any payments described herein beyond the last fiscal year for which appropriations were made.

2.8 <u>Coordinated Publicity and Marketing</u>. CCDC and the City shall work together and cooperate with each other to coordinate and give mutual credit in any publicity and/or marketing efforts relating to this Agreement, the Lease, and Consultant's use of the Building. This provision is not a requirement to participate in either Party's marketing efforts and/or Party's costs of publicity and/or marketing.

2.9 <u>Selection of Consultant</u>. The Parties shall mutually consent to the selection of Consultant to provide Business Assistance Services in downtown Boise, Idaho, under the terms and conditions of a Consulting Agreement. Each Party retains sole discretion to consent or reject Consultant candidates. Upon selection of a Consultant, CCDC and the City shall execute a Consulting Agreement with Consultant on a form agreed upon by CCDC, the City, and Consultant.

III. NOTICES

Any notice, demand, or payment given under the terms of this Agreement shall be deemed given and delivered on the date when personally delivered, or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed. Until changed by notice in writing, all notices, demands, and written communications shall be to the following:

City:

City of Boise Office of the City Attorney 150 N. Capitol Boulevard PO Box 500 Boise, Idaho 83701-0500

Ph. (208) 608-7950

CCDC:

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

Ph. (208) 384-4264

IV. MISCELLANEOUS

4.1 <u>Entire Agreement; Waivers</u>. This Agreement shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter set forth herein, and no Party shall be liable or bound to the other in any manner by any representations, warranties, covenants, and agreements except as specifically set forth herein. 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.

4.2 <u>Amendments to this Agreement</u>. 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 signed by both Parties.

4.3 <u>Attorneys' Fees</u>. In the event of any demand, claim and/or litigation based on this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs to be paid by the nonprevailing Party.

4.4 <u>Authority to Sign</u>. The Parties represent and warrant to each other that the person signing below has the authority to sign and bind his or her respective Party to the terms and conditions of this Agreement.

End of Agreement | Signatures appear on the following page.

EXECUTED EFFECTIVE as of the Effective Date.

CITY OF BOISE

By: David H. Bieter, Mayor

Date: _____

ATTEST: Lynda Lowry, EX-OFFICIO CITY CLERK

Date: _____

CAPITAL CITY DEVELOPMENT CORPORATION

By: John Brunelle, Executive Director

Date: _____



V. INFORMATION ITEMS



INFORMATION ITEM

| Agenda Subject: State Street Interagency Transit Oriented Development (TOD) Plan | | Date: December 9, 2019 |
|--|---------------------------------------|---------------------------|
| Staff Contact: Matt Edmond | Attachments: State Street TOD Plan | |

Background

State Street is an essential transportation corridor connecting Downtown Boise with the communities of Northwest Ada County and beyond, and the only major corridor to do so on the north side of the Boise River. Since 2004, the City of Boise has invested funds and staff resources toward developing State Street as a high-capacity, transit priority corridor. Integral to this vision is a Bus Rapid Transit (BRT) line and walkable, mixed use neighborhoods at the primary transit stations known as Transit Oriented Developments (TODs). Multiple agencies have participated in these planning efforts including Ada County, ACHD, CCDC, COMPASS, the Cities of Eagle and Garden City, ITD, and VRT. In 2016 the City of Boise invested \$125,000 in matching funds toward a Federal Transit Administration grant to develop detailed concepts and design guidelines for four TOD nodes at Whitewater Park Boulevard, Collister Road, Gary Lane/Glenwood Street, and Horseshoe Bend Road. All four of these nodes are completely or partly within Boise City limits and the State Street Study Area.

Within the Boise City Limits, the State Street corridor is characterized by aging strip commercial land uses that provide an opportunity for redevelopment as walkable, mixed use neighborhoods with easy access to transit stations providing frequent transit service up and down the corridor. A market analysis for each TOD station guided recommendations for the intensity and mix of land uses at each location, as well as Concept designs and recommended modifications to the zoning codes of the three cities.

The outcome of the project, the <u>State Street Corridor Transit-Oriented Development Plan</u> was completed in June 2019. In addition to concept designs and sketches for each transit station, the booklet provides guidance and recommendations for local jurisdictions to consider in evaluating their comprehensive plans and development codes.

Key Objectives

The Plan seeks to accomplish the following:

• Implement portions of the State Street Transit and Traffic Operation Plan (TTOP) related to mixed use development, transit station location and design;

- Refine the Tier 1 BRT station locations;
- Define a corridor brand and station architecture;
- Provide a market assessment and identify opportunities for mixed income housing;
- Identify important connections and first/last mile gaps;
- Provide land use and urban design recommendations for station area;
- Recommend modifications to the future State Street cross section.

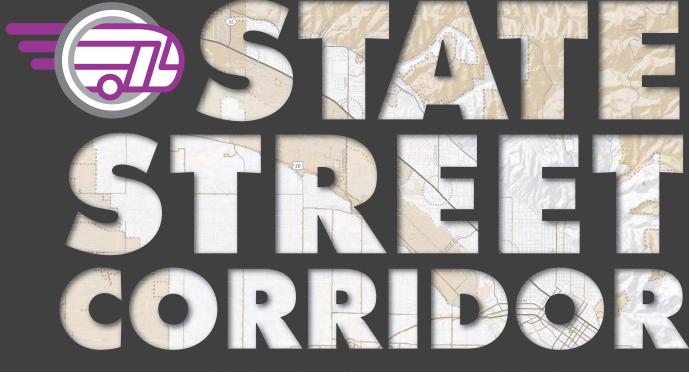
Plan Content

The plan is organized around six chapters with Chapters 1-3 (Introduction; Existing Conditions; Transportation) dedicated to characterizing the corridor as it exists today, including the opportunities and challenges involved in implementing the vision. Chapters 4 & 5 (Transit-supportive Land Use & Urban Design Principles and Tier 1 Station Areas) define the desired physical form of the corridor and station areas while Chapter 6 (Implementation) creates a "to-do list" of future tasks and on-going work to realize the vision.

Implementation strategies under consideration include the possibility of creating one or more Urban Renewal Districts. If created, this would allow for the use of tax increment financing to facilitate transit-oriented development and construction of transit infrastructure. The State Street Study Area—which spans both sides of State Street from 27th Street to Harbor Lane and the north side of State Street from Harbor Lane to Horseshoe Bend Road—has been found to be eligible for a URD in accordance with the provisions of the state statutes based on a recently completed eligibility study. CCDC staff will continue to work with City staff and stakeholders over the next 1-2 years on the required next steps including an economic feasibility analysis and redevelopment plan that incorporates all the existing planning on the corridor.

Next Steps

CCDC staff will work with the City to establish a timeline, public outreach plan, and the necessary tasks for establishing a State Street URD. Tasks will include public involvement, economic feasibility study, infrastructure assessment, and corridor framework based on the work to date and other planning efforts. The City is also planning on adopting the TOD Plan into Blueprint Boise through the public hearing process, likely in early 2020.



TRANSIT ORIENTED DEVELOPMENT

BUILDING CONNECTIONS

STATE STREET STREET STREET STREET



valley regional transit

GARDEN CITY



RESIDENTS, BUSINESS OWNERS & NEIGHBORHOOD ASSOCIATIONS

| Gerry Armstrong | Resident/Business |
|-------------------|--|
| Amanda Ashley | Boise State University |
| Mark Baltes | North End Neighborhood Association |
| Todd Berry | Idaho Concrete |
| Matt Brookshier | Resident/Business |
| Matt Blandford | Resident/Business |
| Pat Burton | Resident/Business |
| Rich Childress | Resident/Business |
| Matt Cirani | Veterans Park Neighborhood Association |
| Michelle Doane | Sunset Neighborhood Association |
| Ryan Cleverley | Gardner Company |
| Miranda Gold | Resident/Business |
| Steve Guerber | Resident/Business |
| George IIIIf | Colliers International |
| Stephen Jaeger | Argonaut Investments |
| Leslie Felton-Jue | Collister Neighborhood Association |
| Charles Kennedy | Morgan Stanley |
| Fred Kitchener | McFarland Management |
| Julie Klocke | Collister Neighborhood Association |
| Brett Labrie | Resident/Business |
| Lou Landry | Cable One, Garden City resident |
| Rob Mason | Sunset Neighborhood Association |
| Sherry McKibben | McKibben & Cooper Architects |
| Greg McVay | Resident/Business |
| Jessica Meier | Resident/Business |
| Bill Mullane | Resident/Business |



| James Page | Resident/Business |
|------------------|--|
| Rick Palmer | Collister Community Church |
| Alexis Pickering | Central District Health |
| Caleb Roupe | Resident/Business |
| Clay Sammis | Sawtooth Development |
| Kelly Schnebly | Colliers International |
| Beth Scott | University of Idaho |
| Deanna Smith | Idaho Smart Growth |
| Teresa Uberaga | North End Resident/Realtor |
| Jaap Vos | University of Idaho |
| David Wali | Gardner Company |
| Mike Wardle | Brighton Corporation |
| Deanna Watson | Boise City/ Ada County Housing Authority |
| Brandon Whalen | Hawkins Company |
| Cresenda White | Pierce Park Neighborhood Association |
| Dana Zuckerman | Capital City Development Corporation Board |

CONSULTANT TEAM



Leland Consulting Group The Nielson Group, LLC. Kittelson Associates, Inc. PIVOT Architecture



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*

Greeting visitors at Valley Regional Transit's Main Street Station, this public art was created from recycled broken transportation themed toys



INTRODUCTION

THE STATE STREET CORRIDOR

State Street/Highway 44 is one of the major transportation spines that connect Downtown Boise to the communities of Eagle, North Meridian, Star, Emmett, Middleton and Interstate 84 west of the City of Caldwell in Canyon County. As the only major east/west roadway north of the Boise River, it serves many users, from freight and commuters to local trips to the grocery store.

State Street is a critical transportation link between local communities, many of which are growing rapidly. Population growth is transforming the region from a hidden secret into the next "it" place for urban pioneers, entrepreneurs, and families looking for good schools and a place of their own.

INTRODUCTION

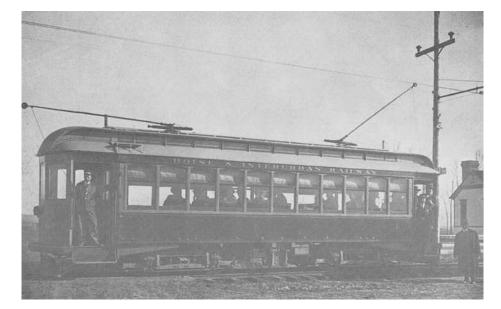
photos (top to bottom)

Boise and Interurban Railway Company streetcar, likely on State Street (Boise Public Library)

Historic downtown Boise c. 1902, Main Street looking west

photo (opposite)

Aerial view of the State Street transportation corridor looking east to downtown Boise





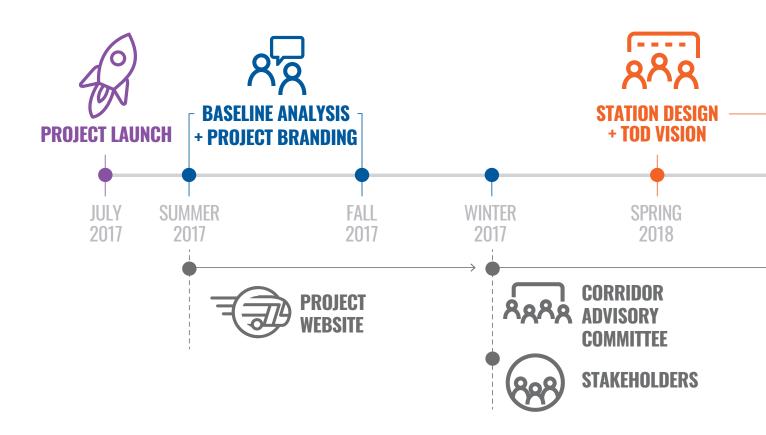
State Street is the connection that ties Treasure Valley communities together. Its role as an important artery goes back many years when farms dotted the landscape and agriculture was the dominant land use. Today, State Street serves much more than farm to market traffic. Also, changing demographics and the desire for more walkable and accessible services means that the transportation infrastructure system must be designed for a variety of users. Regional plans already call for action. The region's long-range transportation plan, Communities in Motion 2040 2.0, established State Street as a priority corridor with transit emphasized and a greater mix of land use densities. The desired elements of the corridor include providing more opportunities to live close to services and high quality transit, increasing transportation options that benefit everyone, and respecting adjacent neighborhoods.

Historically, State Street has supported many types of transportation. While single occupancy vehicles are the dominant mode of travel today, the Boise and Interurban Railway - an electric streetcar - ran on State Street and connected Downtown Boise to Caldwell in the early 1900s. Access to the Idaho State Capitol Building, businesses and homes has always been a part of the State Street story. State Street will continue to evolve as technology changes, local and regional growth increases, and the transportation modes begin reflect the diversity of land uses each community desires.



INTRODUCTION

FIGURE 1: PROJECT TIMELINE



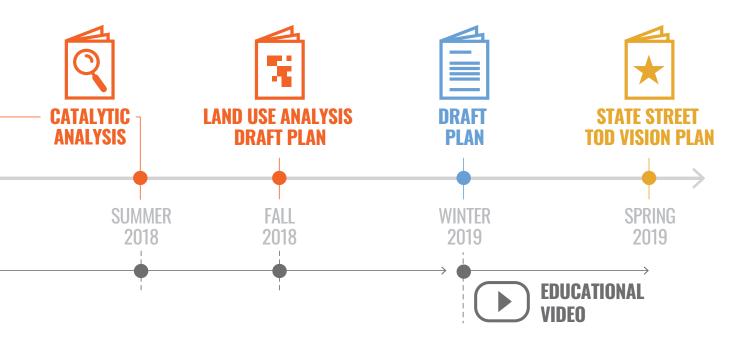
PLAN PURPOSE

The State Street Transit-Oriented Development Design and Implementation Planning Project (the Plan) seeks to guide development on and adjacent to State Street, with a cohesive vision to:

- Provide for a compact mixture of uses
- Design streets at a human scale
- Create active public spaces
- Showcase nature and neighborhoods
- Encourage sustainability and functionality

Planning along State Street has been underway for many years. The Plan incorporates the foundational elements of many of these previous and ongoing efforts, including the following studies:

- State Street Corridor Strategic Plan Study (2004)
- State Street Corridor Market Strategy (2007)
- State Street Corridor Transit Oriented Development Policy Guidelines (2008)
- Downtown Boise Multimodal Center Alternatives Analysis (2009)
- Communities in Motion 2040 2.0 (2018)
- HOV/Park-and-Ride Study Findings and Recommendations (2011)
- State Street Transit and Traffic Operational Plan (TTOP): TOD Site Selection and Prioritization (2010)



- TTOP Implementation Plan (2011)
- Downtown Eagle Plan (2011)
- Blueprint Boise (2011)
- State Street TTOP Programming and Finance Plan (2012)
- Garden City State Street Corridor Existing Conditions (2012)

This Plan accomplishes the following:

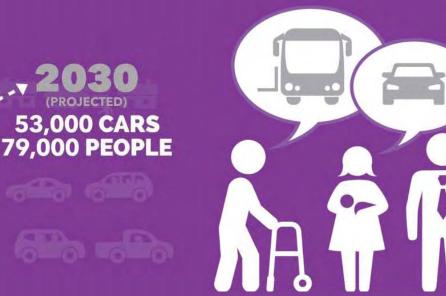
- Implements portions of the TTOP related to mixed-use development, transit station location and design;
- Refines the locations for bus rapid transit (BRT) stations at four Tier 1 station locations where future mixeduse development is most likely to

occur (BRT system components are described in detail in Chapter 3);

- Defines a corridor "brand" and station architecture for BRT in the corridor;
- Provides an assessment of market readiness for development, including future opportunities for providing affordable housing;
- Identifies important connections across State Street near the Tier 1 stations;
- Provides land use and urban design recommendations for station areas; and
- Recommends modifications, as appropriate, to the future State Street cross section described in the TTOP.

NUMBER OF TRIPS ON STATE STREET

2018 40,000 CARS 60,000 PEOPLE



PROJECT CORRIDOR AND FOCUS AREAS

The stage is set for State Street, a street where it is easier to walk, bike and take transit but how will all the pieces come together? Mixed-use development, BRT, better bicycle and pedestrian amenities, and connecting destinations are all goals for the corridor established through past community discussions and plan recommendations. The TTOP, in particular, established policies and a series of "triggers" that identify when improvements will occur along the corridor. Some of those improvements are already underway at Collister Drive and Veterans Memorial Parkway, with others planned in the future. Continuing to build upon the long-term vision established for the corridor through previous plans, this plan focuses on how to integrate and implement mixeduse development at the major stations along the corridor, improve pedestrian and bicycle connections between stations and adjacent neighborhoods, and develops recommendations for BRT station design that can be implemented at each station.

The project area is approximately six miles long, focusing on BRT stations and overall corridor issues between the State Street/ Horseshoe Bend Road intersection to the west and State Street/Whitewater Park Boulevard intersection to the east, as shown on Figure 2 on the following page. While most of the corridor is within Boise city limits, portions of the corridor are also within Eagle, and Garden City.

The TTOP identified general locations of future BRT stations based in part on future redevelopment opportunities. The TTOP evaluated 12 potential station locations along the corridor to determine which stations have a highest likelihood of redeveloping into a mixed-use development pattern that also supports the future transit investment. A number of variables were considered, including the amount of vacant and underdeveloped land, adjacent land uses, connectivity, and site size, among others.



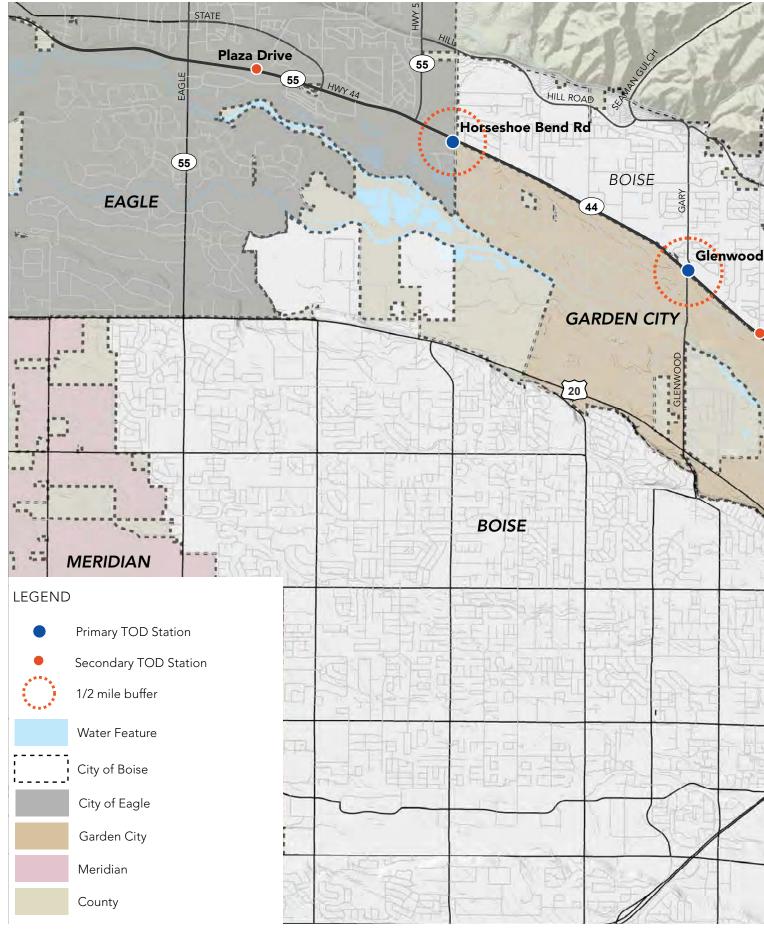
The result of the analysis was the selection of "Tier 1" station areas that were identified for future study. These include:

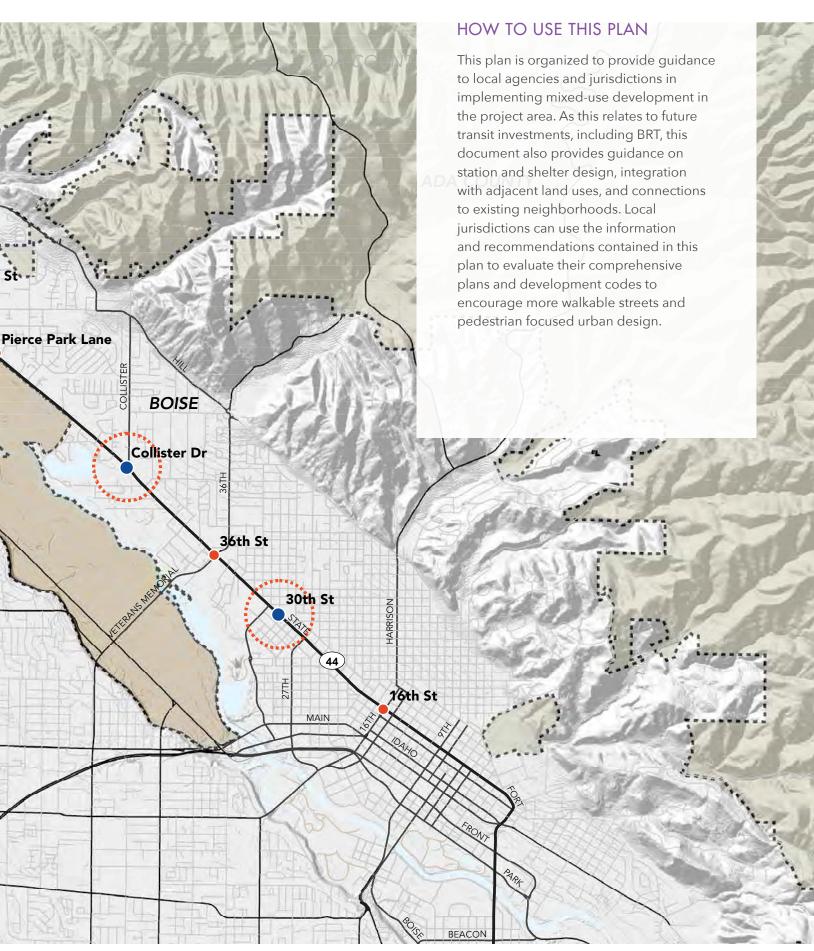
- State Street and Whitewater Park Boulevard
- State Street and Collister Drive
- State Street and Glenwood Street
- State Street and Horseshoe Bend Road

Where appropriate, some station areas support more than one station pair, but still maintain an approximately half-mile spacing between stations. Station specific recommendations are described and illustrated in Chapter 5.



FIGURE 2: STATE STREET BASELINE ANALYSIS CONTEXT MAP





State Street is characterized by its wide lanes, minimal signalized intersections, and a design which prioritizes moving vehicles

and the

5

DISCOUNT TIRE

NIN MARINE

2



EXISTING CONDITIONS

TODAY'S STATE STREET

State Street is a major east/west connection serving a number of communities in the Treasure Valley, but it is also a divider that limits north/south connectivity for pedestrians and cyclists. There are a limited number of signalized crossings, with signalized intersection spacing up to one mile apart in some locations. The lack of signalized intersections, the width of the roadway (five lane corridor plus right turning lanes in some locations) and posted speeds between 35 and 55 mph makes it challenging to cross. Additionally, sidewalks and bike lanes are intermittent along the corridor, making it difficult to navigate the corridor safely if not in a vehicle.

This chapter describes both the challenges and opportunities that define the State Street corridor.

CHALLENGES

- State Street is a major east/west transportation link across the Treasure Valley. It is one of the most heavily traveled streets in the Boise metro area and a major transportation connection north of the Boise River. Current street characteristics do not strongly reflect community assets nearby such as wellestablished residential neighborhoods, the Boise River and the foothills.
- High occupancy vehicle (HOV) lanes are currently not permitted by state statute, although the current State Street Transit and Traffic Operations plan includes an outside HOV lane that would carry both future BRT service and HOV traffic. This arrangement was a compromise intended to balance the traffic and transit needs in the corridor. Realization of the plan as designed will require legislative action that would permit this use.
- Lack of housing options and residential density. Planned BRT station areas currently lack a concentration of housing options within a half-mile radius of the station. Station areas are surrounded by mostly low density residential and commercial zoning.
- Parking standards that prevent good urban form and encourage motorists to park instead of walk. Garden City allows parking between a building and street based on certain design integration criteria, with minimal design standards to reduce impacts from drive

aisles. While Boise encourages shared use parking facilities, specific focus on transit station urban form related to parking will be needed for State Street.

- Zoning that may restrict a mixture of uses. Zoning in certain locations of Tier 1 stations prohibits denser residential uses while encouraging auto-oriented uses. There are few locations where zoning encourages a transition between low density residential and commercial or higher intensity uses. Similarly, certain design requirements in some station areas require low building heights or floor area ratios (FAR). In many locations, suburban-oriented design and development standards have resulted in sprawling single-use sites and non-contiguous development patterns along street fronts.
- Strip commercial development dominates State Street. All but one of the Tier 1 station intersections features strip commercial development as a primary use. Existing low density commercial development along the corridor paired with large parking lots discourages pedestrian movement between transit stops and adjacent development.
 Additionally, distance between buildings in low density commercial developments can encourage a shopper to get back in their car and drive to an adjacent business rather than parking once and walking to more than one store.







Extensive parking areas and disconnected streets promote a car dominated environment which becomes a barrier to walking

Much of State Street lacks housing options and residential density. Newer development near Glenwood St. is an example of a transition between commercial zoning, higher density housing, and low density residential zoning.

Strip commercial development dominates State Street







photos (top to bottom)

Pedestrian and bicycle infrastructure along State Street is incomplete

Frequent curb cuts are a safety concern as they increase potential conflicts between motorists, bicyclists and pedestrians

Design focused on moving vehicles rather than moving people creates a streetfront which is unwelcoming and unpleasant for pedestrians, cyclists, and transit riders

CHALLENGES (CONTINUED)

- There is minimal interaction or connectivity with neighborhoods off of State Street. The commercial nature of uses along State Street has resulted in building designs catering to motorists on the street, not surrounding residential uses. Streets and drive aisles stop at property lines and there are minimal pedestrian connections off of State Street.
- Pedestrian and bicycle infrastructure along State Street is incomplete. Walking and biking facilities and crossings along State Street are limited, intersections are wide and imposing for pedestrians, there are numerous curb-cuts, driveaisles, fragmented sidewalks, and narrow or non-existent shoulders.
- There are many curb cuts, which increases potential points of conflict between motorists, pedestrians, and bicyclists. In some instances, curb cuts break-up the sidewalk every 50 feet; in other instances, they exist within only a few feet of intersections.
- The street's design is focused on moving vehicles, not on moving people. It is challenging to use other modes such as walking, riding a bike or taking transit. Traffic speed and noise, inconsistent sidewalks and bicycle lanes, inconsistent or non-existent street trees, street lighting that doesn't illuminate sidewalks, limited transit shelters and numerous monument signs

and billboards all create a street front that is unwelcoming and unpleasant for pedestrians, cyclists and transit users.

- Unconventional intersection alignments make pedestrian crossings difficult.
 State Street intersects each of the Tier 1station area intersections at a non-right angle (rather than at 90 degrees), making turning movements more challenging and creating indirect routes for pedestrians.
- There are a lack of places to gather, relax and play along the corridor. Most public or civic uses and destinations (parks, schools and trails) are located away from State Street. The Library! at Collister is an exception. Other than the Library, the Tier 1station areas lack public spaces or public use destinations.
- There are few north/south connections. Block lengths exceed a half-mile in some locations and some streets dead-end, are dedicated to serving strip commercial development or meander through pockets of residential neighborhoods.
- Land uses are fragmented. Incremental residential subdividing adjacent to the corridor has led to fragmentation of land uses, residential enclaves and disconnected neighborhoods.







photos (clockwise from top left)

Wide streets and underutilized portions of right-ofway offer a blank slate to revitalize the transportation corridor

Underutilized areas and vacant lots present opportunities for potential future development

Connections to key amenities, such as Boise River Park Esther, Simplot Park and J. A. and Kathryn Albertson Family Foundation Whitewater Park, create opportunities to attract a wide range of users and development (Photo by Visit Idaho)

The Boise River Greenbelt trail system runs parallel to State Street along the entire project corridor, creating opportunities for looping pedestrian and bicyclist trails which connect to State Street



OPPORTUNITIES

- Underutilized areas have development potential. With population growth there are opportunities to focus more housing units near stations to help preserve existing single-family residential uses while still providing access to nearby services and transit.
- Planning efforts align with existing regional goals. Regional partners envision State Street as a multimodal, transit-oriented corridor that links activity centers, with dedicated transit lanes in a seven-lane cross-section between 23rd Street and Glenwood.
- The Boise River Greenbelt trail system parallels State Street to the south along the entire project corridor, from Horseshoe Bend Road to Whitewater

Park Boulevard. There is potential to leverage the adjacent trails at several station areas, making these stations transit and trail-oriented.

- Good commercial visibility and access between Eagle and Boise. An obvious but important opportunity is the presence and role of State Street within the Treasure Valley - it is already a heavily traveled east/ west linkage and the major arterial connection north of the Boise River.
- Wide streets and intersections, and portions of underused right-ofway, offer potential for rethinking the design of streets. Improved pedestrian and bicycle amenities, dedicated transit lanes, landscaping and access control are all possibilities for future State Street redesign.

2 EXISTING CONDITIONS

TABLE 1: STATE STREET TRANSIT SERVICE SUMMARY, AS OF 2018

| ROUTE | FREQUENCY AM/MIDDAY/PM | SPAN | ANNUAL RIDERSHIP |
|--|---------------------------|--------------------------------------|---------------------|
| 9 (State Street) | 30/30/30 | 5am-10pm M-F; 8am-6:30pm Sat. | 192,000 |
| 9X (State Street Express) | 30/-/30 | 6:30am-8:30am M-F; 3pm-5:30pm M-F | 18,000 |
| 10/10x (Downtown Hill Rd) | 60/60/60 | 6am-7:30pm M-F | 48,000 |
| 12 (Towne Square Mall to Maple Grove) | 60/60/60 | 5:30am-7:30pm M-F | 40,000 |
| 44 (Highway 44 Express) | 2 trips daily | 6:30am and 5pm M-F | 5,000 |
| Total | | | 303,000 |

Source: Valley Regional Transit

TRANSIT RIDERSHIP ON STATE STREET

Current ridership on Valley Regional Transit (VRT) services that serve the State Street corridor is approximately 1,100 boardings each weekday (or 303,000 boardings per year), with almost two-thirds on the 9 (State Street) route. Table 1 provides a summary of transit service as of 2018.

MARKET READINESS

The success of BRT on State Street will hinge in large part on the degree to which surrounding development can support transit ridership and, in turn, respond favorably to the added value which comes from access to that transit. Where new development and redevelopment can be oriented to transit, the benefit of that

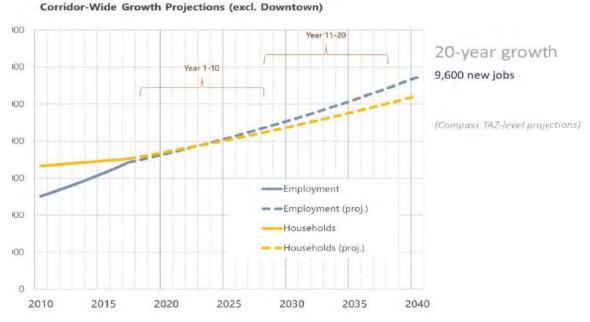


FIGURE 3: CORRIDOR WIDE GROWTH PROJECTIONS

Source: COMPASS TAZ forecasts; Leland Consulting Group.

| | Attainable Capture By Tier 1 Station Area (s.f.) | | | | |
|--|---|-----------|-----------|---|--|
| | HORSESHOE BEND ROAD | GLENWOOD | COLLISTER | WHITEWATER | Corridor Notes |
| by Year 10 | 300-700 | 300-700 | 300-700 | 300-700 | |
| by Year 20 | 600-1,400 | 600-1,400 | 600-1,400 | 600-1,400 | |
| Share of Corridor-Wide Unit Demand | 8-19% | 8-19% | 8-19% | 8-19% | Tier 1mixed-use sites unlikely to all hit aggressive capture potential – should reach 25-60% share of corridor- wide in combination |
| Station Area Notes | More developable land, but further from downtown demand driver | | | If ITD site redevelops, unit count more likely to be at high end | |

TABLE 2. RESIDENTIAL DEMAND IN STATION AREAS

Source: COMPASS; Leland Consulting Group.

amenity is more fully monetized, fostering a positive loop wherein higher land values support more residential units and workplaces (and thus higher ridership).

RESIDENTIAL AND EMPLOYMENT DEMAND FORECAST

Figure 3 shows COMPASS' long-term residential (households) and employment (employees) demand forecasted for the State Street Corridor. The "corridor" is defined as the area west of 16th Street to Eagle Road, and does not include Downtown Boise. COMPASS projects that approximately 7,195 new households and 9,664 jobs will locate in the corridor over the next 20 years. This reflects high rates of growth for both households (1.73 percent annually) and jobs (2.26 percent annually) that are consistent with the high growth rates of the entire Boise metropolitan region. These figures equate to demand for approximately 7,500 housing units and 3.4 million square feet of commercial and employment space (office, retail, general commercial, industrial, and other space). We estimate that each new job will require about 350 square feet of employment-related space.

RESIDENTIAL DEVELOPMENT

The market analysis completed for the project projected potential housing demand for each Tier 1station area. Demand estimates were prepared by reviewing development that has taken place in the past 10+ years in the corridor, reviewing available land and redevelopment opportunities, and by estimating each station area's "capture rate"–capacity to capture a percent of the growth anticipated for the entire corridor. Ranges of development are shown for

| TABLE 3. EMPLOYMENT-AREA DEMAND IN ST | TATION AREAS |
|---------------------------------------|--------------|
|---------------------------------------|--------------|

| | Attainable Capture By Tier 1 Station Area (s.f.) | | | | |
|--|--|----------------|----------------|--|---|
| | HORSESHOE BEND ROAD | GLENWOOD | COLLISTER | WHITEWATER | Corridor Notes |
| by Year 10 | 50 - 100K s.f. | 25 - 100K s.f. | 25 - 100K s.f. | 50-200K s.f. | |
| by Year 20 | 100 - 250K s.f. | 50-250K s.f. | 50-250K s.f. | 100-300K s.f. | |
| Share of Corridor-Wide Demand (20-year) | 4-10% | 2-10% | 2-10% | 4-12% | Tier 1mixed-use sites should capture approx. 20-40% of corridor-wide non-residential development |
| Station Area Notes | More developable land here, but further from downtown demand driver | | | ITD site redevelops, commercial s.f. more likely to be at high end | |

each station area, since development is by nature unpredictable, and depends on both large-scale economic and demographic trends, and individual decisions to buy, sell, or develop specific properties.

The Whitewater station area has the highest potential for residential development and could absorb up to 1,000 housing units in the next decade, and 1,800 housing over 20 years. This is partially due to the strong demand for multifamily housing in Boise's downtown and close-in neighborhoods. Large scale development at Whitewater will be dependent on whether the current ITD headquarters remains a state office site, or the site redevelops with a mix of uses.

Each of the remaining stations could capture between 8 and 19 percent of the growth in the entire corridor, or 300 to 700 housing units per decade. This is equivalent to about one or two Kensington Apartment (located at the corner of State Street and Gary Lane) projects per decade. While Horseshoe Bend has more undeveloped land than the other stations, the density

of housing is likely to be lower, since demand for higher-density housing is likely stronger closer to the center of the region.

COMMERCIAL/EMPLOYMENT DEVELOPMENT

Table 3 describes employment real estate demand within each of the four Tier 1 station areas. Demand estimates were prepared by reviewing development that has taken place in the past 10+ years in the corridor, reviewing available land and redevelopment opportunities, and by estimating each station area's "capture rate"-capacity to capture a percent of the growth anticipated for the entire corridor. Employment real estate encompasses a broad range of development types, including office, retail/general commercial, entertainment, healthcare, industrial, education, and lodging.

Employment development potential is less clear than residential development. There are reasons to expect robust amounts of employment development such as high rates of projected residential and



employment growth, low unemployment, and relatively high levels of education in parts of the corridor. However, new retail and office development in the corridor and station areas over the past decade has been slow; about 100,000 square feet of retail, and 10,000 square feet of office space have been built in all Tier 1station areas since 2010. Despite ongoing job creation, demand for new space has not been as strong as it was prior to the 2007 recession.

The market analysis projects that over the next decade, up to 100,000 square feet of employment development is possible at the three western station areas, with up to 200,000 square feet at the Whitewater station area due to the proximity to central Boise and the ITD headquarters site. Horseshoe Bend Road station area is expected to attract somewhat more employment growth due to significant available land, and St. Luke's healthcare center at that station. Healthcare, professional services, and education have been the industry sectors that have consumed the greatest amount of employment real estate over the past decade.



photos (top to bottom)

Contemporary mixed-use development offers an attractive streetscape for all modes of travel

Mixed-use building under construction

2 EXISTING CONDITIONS

STATION-SPECIFIC CONCLUSIONS

Table 4 Identifies the key findings related to market and development potential.

TABLE 4: TIER 1 STATION AREA MARKET FINDINGS

| HORSESHOE BEND ROAD | GLENWOOD | COLLISTER | WHITEWATER |
|---|---|---|---|
| | | and Features | |
| Three cities: Eagle, Garden City, Boise Master planned area: Carlton Bay St. Luke's Eagle Medical Plaza Several large, potentially redevelopable sites Home-Depot anchored retail center likely to remain Good pedestrian/ bicycle connection to the greenbelt | Major commercial developments on three corners: mixed-use opportunity and challenge All goods and services available in walking distance Kensington/ North Pointe/ projects: mixed-use. Residential phases have been constructed, some constructed, some commercial uses still to be developed Two cities (Boise, Garden City) High-value single-family subdivisions Riverfront parks, Garden City City Hall in close proximity. Garden City Hall is on the south side of the Boise River, approximately 3/4 of a mile from State Street | Several Multifamily communities, including affordable senior housing Sizable commercial sites near the station with reuse opportunities Silver Lake Potential new publicly-owned property (ACHD) Farmers Union Canal Path/trail to river (poorly marked) | Boise River, Esther Simplot Park and Whitewater Park Proximity to the West End, North End, and Downtown Boise Whitewater Park Boulevard, including bike lanes ITD Headquarters property A grid of well- connected single- family neighborhoods to the north, east, and south Lowell Elementary School Crane Creek canal |

TABLE 4 CONTINUED: TIER 1 STATION AREA MARKET FINDINGS

| HORSESHOE | | | |
|---|---|---|---|
| BEND ROAD | GLENWOOD | COLLISTER | WHITEWATER |
| | Real Estate Develop | oment and Demand | |
| Horseshoe Bend has less development and more undeveloped land than the other station areas The Carlton Bay master planned subdivision, and St Luke's medical center are opportunities that future mixed- use can build on and connect to St. Luke's could build both new healthcare and related uses (medical office, senior housing, temporary patient housing, workforce housing) on its property | Glenwood is a major commercial crossroads and has less readily redevelopable land than Horseshoe Bend or Collister. The Kensington/ North Pointe projects are a major "first phase" upon which additional mixed-use can be built Several major commercial centers could be redeveloped with a mix of uses There are a range of underutilized properties approximately ¼ mile from the station that would make good multifamily sites | The immediate opportunities at Collister are for reuse, repositioning, and reconnection, not for new development Several existing, relatively dense multifamily projects can be better connected to a new station Commercial and non-profit properties near the center of the station area can be re-tenanted and/ or redeveloped | Whitewater station area—including the areas immediately east—have the highest multifamily, retail, and office rents along the corridor The area can build off the major momentum seen in Downtown Boise, the North End, and West End The ITD headquarters property is a major opportunity to build residential and commercial mixed-use |
| | Transit O | rientation | |
| • Horseshoe Bend has lower transit orientation than the other areas. Current transit performance is much lower (less frequent) than other stations. | • Efforts should be made to improve ped/bike, physical form (street connectivity), and places (walk score) in order to increase transit orientation. | • Efforts should be made to improve ped/bike, physical form (street connectivity), and places (walk score) in order to increase transit orientation. | • Whitewater is better prepared for mixed-use than the other stations, with reasonably good physical form, ped/ bike connections, and places (walk score). |

Neighborhoods connected to Downtown Boise and other local employment hubs via transit reduce congestion for everyone

*

s Capitol Blvd

345-RIDE VALLEY RIDE ORG



TRANSPORTATION

Changes to State Street are already happening. Planned improvements identified in the TTOP are in design or under construction. Those infrastructure changes also accommodate the transit investments that are planned for the corridor, including BRT, which would bring the first premium transit system to the Boise metropolitan area.

Since the TTOP was adopted nearly a decade ago, Transportation network companies such as Lyft and Uber, along with bike share companies and electric scooters have started reshaping how we get around. On-demand vehicles, bike share and scooters have become the norm in urban areas and are increasingly found in suburban locations. As the State Street corridor develops, accessibility for a number of modes of travel will be critical in supporting how people get to transit and navigate a mixed-use activity area.

INCREASING TRANSIT SERVICE: BUS RAPID TRANSIT

Valley Regional Transit has already begun increasing transit frequencies in the State Street corridor. While BRT may not be constructed in the near term, establishing a strong foundation of ridership and identifying accessibility, land use and urban design recommendations will begin to establish the foundation for walkable station areas. This provides more opportunities to brand corridor elements such as unique station designs and buses. Over time, traditional transit in the corridor will transition to BRT. While still a bus, BRT includes features similar to light rail such as pre-boarding ticketing, electronic reader boards, level boarding, and stops spaced approximately every half-mile to increase travel speeds. Often, it is much more reliable, convenient and faster than regular bus service.

ELEMENTS OF BRT SYSTEMS

BRT is different than typical bus service in several ways. The Institute for Transportation and Development Policy (ITDP), classifies and evaluates the performance of BRT corridors.¹ Generally, these performance elements include:

• Dedicated Right-of-Way: Separate roadways or lanes are considered

vital to ensuring that buses are not impeded by vehicular congestion. Dedicated lanes can be segregated with painting or color differentiation.

- Busway Alignment: BRT is most effective when conflicts between buses and other traffic can be minimized. For the State Street corridor, the planned high occupancy vehicle (HOV) lane would provide a lane dedicated to high occupancy vehicles and limited business access, as recommended in the TTOP. For BRT to operate efficiently, turning movements should be minimized to reduce travel times for transit vehicles.
- Off-Board Fare Collection: Offboard fare collection is a major factor in maintaining speed and quality of service. While there are several approaches to fare collection, the most common approaches include:
 - Proof-of-Payment: passengers pay at a kiosk and collect paper tickets or a pass with the payment marked, which is occasionally checked by an inspector on-board the vehicle.
 - Onboard Fare Validation: passengers purchase tickets/ fares before boarding and validate them on the vehicle via electronic readers at all bus doors.
- Intersection Treatments: Stopping for traffic can slow transit on busy corridors. For State Street, options include signal priority (i.e. where the bus can activate a signal during

¹ Institute for Transportation and Development Policy. "The BRT Standard: 2016 Edition." Retrieved from http://www.itdp.org/the-brt-standard/.





photos (top to bottom)

Eugene, Oregon's EmX BRT system incorporates dedicated bus lanes to streamline service

BRT fare is collected prior to boarding, greatly speeding up the passenger boarding process

Typical BRT station which includes ticket kiosks, shade, seating, and other pedestrian amenities. The elevated platform design provides easier and faster access



approach), and locating stations on the far side of the intersection, where possible. Limiting transit pullouts (as feasible), where transit vehicles must exit the flow of traffic and then reenter after loading/unloading passengers, is also an important consideration.

• Platform-level Boarding: Aligning bus station platforms with the bus floor (i.e., eliminating the vertical gap) reduces the time passengers spend entering and exiting the bus. Similarly, reducing the bus-to-platform gap (i.e. the horizontal gap) is a key to improved safety and comfort.

Platform design is an important element of any BRT system. It is the location where all elements of the system come together. What does that look like for State Street? For this corridor, it is a defining feature of the station area, a place to park your bike, pay your fare and access the system. It is a gathering spot that connects to the larger transportation system. Figure 3 illustrates the general station platform layout for a typical State Street BRT station. Each station would be designed to address localized issues such as land availability, street locations, adjacent land uses, and bicycle and pedestrian access.

STATION DESIGN AND FUNCTION

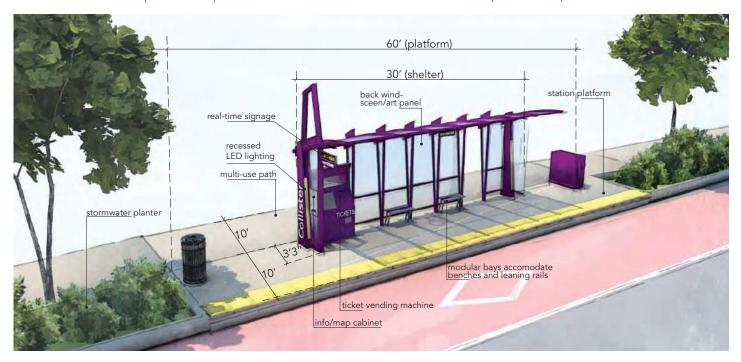
BRT is a premium type of transit service. Fewer stops, branded stations and priority traffic management are all pieces of a successful system. For State Street, locating stations at sites that provide the highest ridership potential and also support future development opportunities has been part of the discussion since the TTOP planning process.

Station platform location, while functional, can also be catalytic for future development, creating an identifiable brand and adding iconic elements to an area. Prior to developing station platform and shelter concepts, the project partners identified potential criteria to guide the station architecture, desired multimodal connections and connections to adjacent development

STATION SHELTER ARCHITECTURE CRITERIA

- Station architecture should be inspirational and identifiable as something unique for the corridor.
- Station architecture should create a portal to the rest of the neighborhood.
- Transit riders should feel comfortable at the station, and sheltered from the weather. Shelter interiors should provide transparency to minimize hiding places.
- Bright, durable materials with glass for vertical surfaces should be used.
- Lighting and solar panels should be integrated, with consideration for lighting treatments that draw attention to the station and establish character of the station.

BIGURE 3: TYPICAL STATE STREET BRT STATION

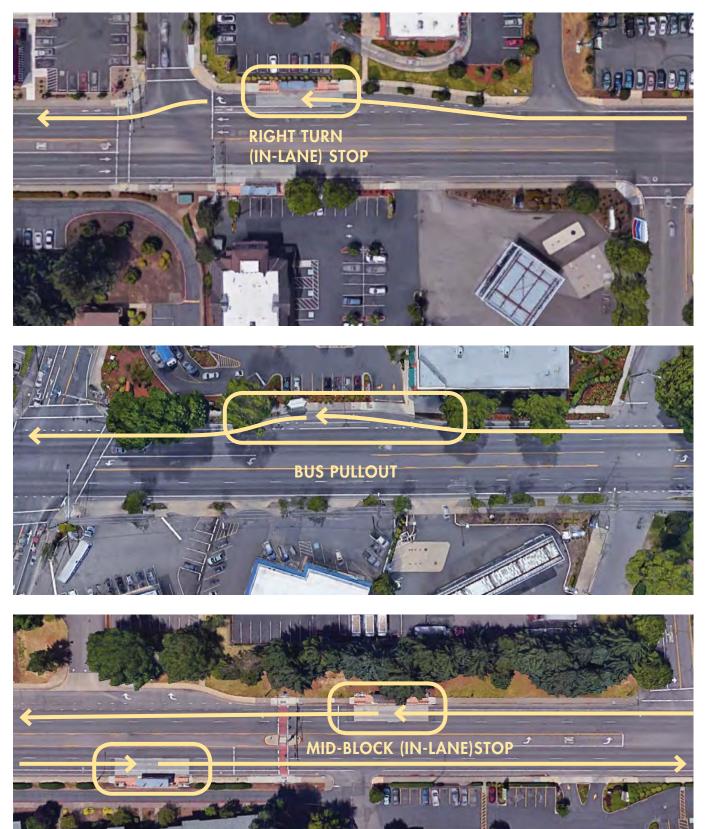




10' (station platform)

3 TRANSPORTATION

FIGURE 4: STATION PLATFORM LOCATIONS



PLATFORM DESIGN CRITERIA

- Platforms should be compatible with standard 40-foot buses and 60-foot articulated vehicles. For 60-foot buses, all three doors should be accessible with Americans with Disabilities Act compliant boarding at the front and middle doors.
- Stations should accommodate existing bus service and future BRT vehicles.
- Station and platform design should integrate both recent and planned intersection designs along State Street.
- Platform height should be 10-12 inches, dependent on the future BRT vehicle design.
- Bicycle lane should be located behind the station to the greatest degree practicable.

STATION AMENITIES CRITERIA

- Security cameras should be integrated for safety.
- Art should be integrated into the station design.
- Benches, leaning rails and trash receptacles should be provided.
- Bike storage should be provided, with consideration of vertical racks to hang bicycles.
- Fare collection options should be provided on the platform to minimize time boarding the bus.

• Wayfinding signage, including the station name, direction of travel, maps and real-time readers should be provided.

PLATFORM LOCATION

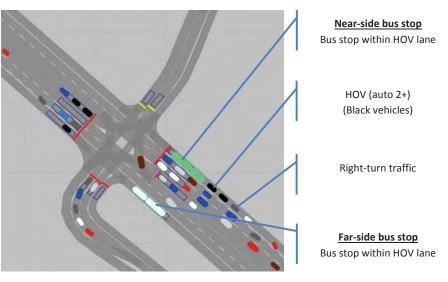
Transit operations are affected by station design and the navigation required for buses to enter and exit the station area. While there are many variations for BRT stations, there are three major types of station locations, illustrated in Figure 4:

- In-lane stops. In-lane stops allow buses to stay in the traffic lane while boarding and deboarding passengers. This improves transit service speeds because they do not have to re-enter traffic. For State Street, in-lane stops could also be combined with transit vehicle priority at the traffic signal to improve transit operations. This option minimizes additional right-of-way requirements.
- Pullouts. Bus pullouts are locations where a bus leaves the travel lane while boarding and deboarding. While pullouts benefit other vehicles because they do not need to wait for a stopped bus, they can have a significant negative impact on the travel times of those people traveling by bus. Current plans in the TTOP call for bus pullouts at all BRT stations. However, if pullouts are provided at all BRT stations, it will negatively impact transit speeds and the additional right-of-way these pullouts would require would impact

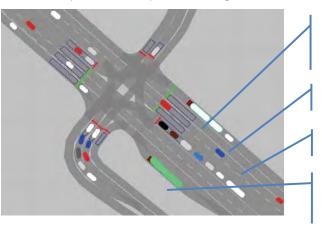
3 TRANSPORTATION

FIGURE 5: OPERATIONAL ANALYSIS BUS STOP CONFIGURATION OPTIONS

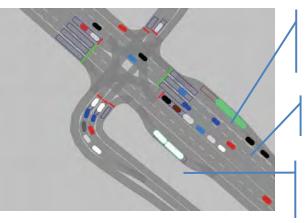
Option 1 (Bus Stop Located in HOV Lane)



Option 2 (Bus Stop Located in Right Turn Lane or Bus Pull Out)



Option 3 (Bus Stop Located in Bus Pull Out)



<u>Near-side bus stop</u> Bus stop within right-turn lane (separate from HOV lane)

Right-turn traffic

HOV Lane

Far-side bus stop Bus stop within pull out (separate from HOV lane)

<u>Near-side bus stop</u> Bus stop within pull-out (separate from HOV lane)

HOV Lane includes right-turn traffic

Far-side bus stop Bus stop within pull-out (separate from HOV lane) business access, development opportunities, station location, and in some cases, the length of crosswalks. Alternatively, placing stations at intersections using the right-turn lane as a pullout, coupled with transit signal priority, are common ways to balance the need to maintain traffic flow through a corridor without requiring additional right-of-way or affecting transit operations. As suggested in the following operational analysis, more work should be done to ensure the station locations support the ultimate vision of a multimodal corridor with BRT and mixed-use development

 Mid-block stops. Mid-block stops are located between intersections. Generally, mid-block intersections are not recommended unless there is no other option. Mid-block stops would require pedestrians to walk further distances to an intersection to cross State Street and buses would not be able to take advantage of signal priority to increase the speed of the transit trip.

The station designs reflect the desire to minimize the delay for people traveling in the corridor, maximize the potential for transit to support development, and minimize additional right-ofway requirements. Station locations and design are inherently a balance between the multiple transportation needs of this major transportation corridor.

OPERATIONAL ANALYSIS

An operational analysis of various bus stop options was completed to inform how station location (in-lane, pullout, mid-block etc.) might affect transit and traffic operations and any delay for people traveling in the corridor. Future BRT design will require additional analysis for the entire corridor to determine the overall transportation system needs.

There are several variables that need to be considered when determining the appropriate bus stop type on the corridor. These include spacing, available right-ofway, traffic volumes, speeds, transit signal priority, queue jumps, adjacent land uses, posted speed, usage by right turn vehicles, usage by HOV (auto 2+), bicycle facility type and location, corridor performance, number of buses, transit travel time, impacts to schedule, and lane change/ erratic maneuvers. This modeling effort was designed to inform the project team about the operational trade-offs between the three bus stop options and not for use in determining overall corridor performance. The bus stop configuration options that were analyzed include (see Figure 5):

- Option 1: In lane stop. The bus stop is located within the HOV travel lane as an in-lane stop.
- Option 2: Right turn and far side pullout. The bus stop is located in the right turn lanes in the westbound direction (near side stops) and in a pull outs in the eastbound direction (far side stops). This option separates the HOV (auto 2+) from the HOV (buses) and non-HOV (right turning traffic) vehicles at the stop locations.
- Option 3: Bus pullouts. The bus stop is separated from the HOV lane by providing a bus pull-out. This option separates the HOV (auto 2+) and non-HOV (right turn traffic) exclusively from the non-HOV (buses) at the stop locations.

| VEHICLE TYPES | OPTION 1 | OPTION 2 | OPTION 3 |
|--|--|--|--|
| HOV (auto 2+) | Bus stop within HOV lane. | HOV vehicles stay in HOV lane | HOV vehicles stay in HOV lane. Right-turn vehicles enter and |
| Non-HOV (Right- Turning Traffic) | Right-turn vehicles enter and turn from HOV lane | Near-side: A right-turn | turn from HOV lane |
| HOV (buses) | | Near-side: A right-turn lane is provided, bus stop within right- turn lane Far-side: A bus pull- out is provided | A bus pull-out is provided |

TABLE 5: USERS AND BUS STOP CONFIGURATION





| | TABLE 6: VEHICLE DELAY BY TYPE | | | |
|---|--|-------|--|--|
| | AVERAGE SECONDS OF DELAY PER VEHICLE | | | |
| | HOV (AUTO 2+ PASSENGERS) TRANSIT | | | |
| In Lane (Option 1) | 8-27 | 0 | | |
| Pull-Outs (Option 2 – Farside, Option 3) | 0-10 | 21-68 | | |
| Rt. Turn Lanes (Option 2 Nearside) | 0-6 | 11-48 | | |

TABLE 7: PERSON DELAY COMPARING HOV AND TRANSIT

TRANSIT

| | (AUTO 2+) | (CARS) | VEHICLES | TRANSIT |
|----------------------|---------------------------------|--------------------------|---------------------|--------------------------|
| Movement Per Hour | 200 HOV | 500 passengers | 18 buses | 450 passengers |
| Average Delay | 20 sec. per HOV ¹ | 20 sec. per passenger | 60 sec. per bus² | 60 sec. per passenger |
| Total Delay (sec) | 4,000 | 10,000 | 1,080 | 27,000 |

PASSENGERS

HOV

1 20 seconds is an estimate of delay for HOV under In-Lane (Option 1), which would have the most significant impact to HOV movement of the station options evaluated.

2 60 seconds is an estimate of delay for transit under Pull-Outs (Options 2 and 3), which would have the most significant impact to transit movement of the station options evaluated.

Table 5 (previous page) summarizes the users and bus stop configuration associated with each option.

VEHICLE DELAY

The bus stop operational analysis showed distinct differences in bus and HOV performance between the three bus stop configurations. Table 6 shows the amount of delay for the three bus stop options considered. Overall, bus travel times are slower for pullout options than in-lane options because they must return into the HOV lane. The operations analysis found that bus bay length does not have an impact on operations, but there are significant differences for transit service by stop location. Key findings of the analysis include:

 In-lane stops perform the best for transit with no transit vehicle delay. In-lane stops would have minor delays of between eight and 27 seconds for vehicles also using the HOV lane (depending on direction).

- Pullout stops have a much larger impact on transit, adding between 21 and 68 seconds of delay (depending on direction). Very little impact to vehicles in the HOV lanes is expected.
- Right turn locations function better for both modes of travel because buses are outside of the HOV lane when stopping, but can improve travel times





photos (left to right)

Longer delays have a greater impact on transit due to the number of passengers compared to standard size vehicles

Designated rideshare pick-up zones help increase efficiency and reduce traffic conflicts

Boise Greenbike public bike sharing station hub

The mobile app for Boise Greenbike helps users find and reserve available bikes

with signal priority at the intersections. Transit vehicle delay ranges between 11 and 48 seconds, with little to no delay for other vehicles using the HOV lane.

PERSON DELAY

On congested corridors it is important to measure not only the delays to vehicles, but also the total delay to people. This is especially important for HOV and transit vehicles because their entire value is that they save time, space and money by carrying more people per vehicle than the typical car (see page 7). If person delay is not measured, than these benefits remain invisible to the analysis. Table 7 illustrates the differences in person delay for HOV and transit vehicles, assuming the results of the operational analysis for the project. The results show that while there would be fewer buses than cars using the HOV lane, person delay is

much higher for transit vehicles because they carry more people.

State Street's success as a transportation corridor and a community facility depend on moving more people in a constrained space. The multimodal and transit vision of moving more people per vehicle is important for all people traveling down State Street. Based on TTOP projections and triggers, almost half of the people in the HOV lane will be on buses, yet those buses will be less than 10 percent of the vehicles in the HOV lane. For State Street to function in the future, there is a need to minimize person delay and prioritize the vehicles with the greatest number of people in them.

RIDESHARING, AUTONOMOUS VEHICLES AND STATION ACCESS

Although BRT is the focus of this plan, new innovations and reimagined current services can coexist with this effort to efficiently move more people to and along State Street, supporting a wide range of employment, retail, entertainment, dining and leisure destinations.

RIDESHARING SERVICES

Ridesharing refers to any transportation that can be shared by users or riders, sometimes individually and sometimes collectively. It is usually facilitated by phone applications to hail, find and/or reserve a ride. Although often associated with privatelyowned, owner-driven vehicles, it can also refer to other modes of transit such as bicycles, scooters and shared vehicles. In some places, ridesharing competes with public transit services, but in Ada County, existing partnerships create jointly beneficial opportunities. Building off these collaborations can help increase ridership on State Street's proposed BRT lines and facilitate targeted developments.

Boise GreenBike, for example, is a bike sharing platform centralized in downtown Boise. Bikes can



be found and reserved using a mobile app. The bikes and station hubs for this service were funded with a federal grant, with operational funding coming from a combination of other sources. The system is scalable, allowing it to grow as demand dictates. Similarly, electric scooters are growing in popularity in Boise, with three private companies operating in the city and City Council recently voting to permit increased numbers available for rental.

With both services poised for growth, opportunities on State Street are numerous. For example, bike station hubs at sites targeted for development can link residential neighborhoods to State Street's emerging destinations. This can facilitate a lively streetscape with robust foot traffic, while reducing demands for vehicle usage and parking. Electric scooters can serve a similar function. These connections between residential neighborhoods and State Street can also help meet "last mile" needs, providing access from BRT stations or transit stops to destinations off of State Street or outside the downtown Boise core. The existing downtown rideshare infrastructure, with its connections to State Street, can also connect people to other major destinations such as Boise State University.

An existing rideshare program already models the possibilities for this effort. VRT Transit Connections, a partnership with Lyft, was initiated in January 2019 to provide low-cost connections between outlying areas and ValleyRide bus stops.



This program offers six stops on State Street's #9 bus route. For commuters, a premium monthly pass provides both a 31-day ValleyRide bus pass and 31 days of connecting service from Lyft. Another Lyft partnership, VRT Late Night, offers low-cost rides for lowincome workers commuting outside of bus operating hours. Both programs illustrate the potential for innovative transit solutions that could provide social and economic benefits if extended more fully on State Street.

COMMUTER AND SHUTTLE SERVICES

A more traditional type of ridesharing includes the various commuter and shuttle services offered in Ada County. The Ada County Highway District (ACHD), for example, operates Commuteride, a vanpool service in Treasure Valley's six counties. ACHD provides vans, connections to other riders or drivers and emergency rides for members, while advocating for area residents to explore options for busing, walking, and biking. Other transit providers include Treasure Valley Transit, which serves primarily rural communities outside Ada County, and a variety of public



or non-profit shuttle services that connect people to social services and locations in adjacent communities. The existing commuter and shuttle programs could provide a variety of opportunities. For example, a service like Commuteride could be well-served by HOV lanes on State Street. Alternatively, a system with dedicated BRT lanes could facilitate a partnership where shared use with commuter shuttles is appropriate in some instances.

AUTONOMOUS VEHICLES

As the alternatives to privately-owned automobiles evolve, personal vehicles themselves are also undergoing changes. Perhaps the most anticipated innovation on the horizon is the development of autonomous vehicles, such as self-driving or robotic vehicles. Despite the current enthusiasm for this emerging technology, individually owned autonomous vehicles are likely years from widespread availability. Adoption as a mode of public transportation, however, could occur in the nearer term with the right blend of conditions.

photos (left to right)

Electric scooter charging hub

VRT Transit Connections offers low-cost rideshare trips to and from designated bus stops, closing the last-mile connection which can be a barrier to using transit for some riders

Autonomous electric shuttles are already being used in some cities to transport small groups of people through metro areas, airports and campuses

Bike station hubs create opportunities to rent public bicycles. The Cycle Hub seen here is a city run membership program for secure private bike parking and amenities to support cycling commuters



The current planning effort on State Street could position the region for early adoption of autonomous vehicle transit. For example, dedicated BRT or HOV lanes could later be repurposed as priority lanes for autonomous public transit. BRT Stations and other bus stop infrastructure clustered around key development zones on State Street could retain its function and importance within the autonomous paradigm. Bikeshare and scooter opportunities can continue to provide last-mile connections, facilitating a forward looking, multimodal system.

3 TRANSPORTATION

FIGURE 6: TTOP STATE STREET SECTION

State Street widened to seven lanes with curbside HOV lanes (23rd Street to Glenwood Street)

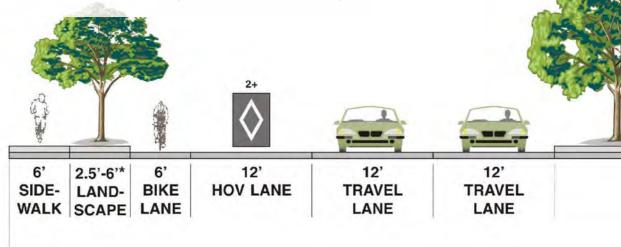


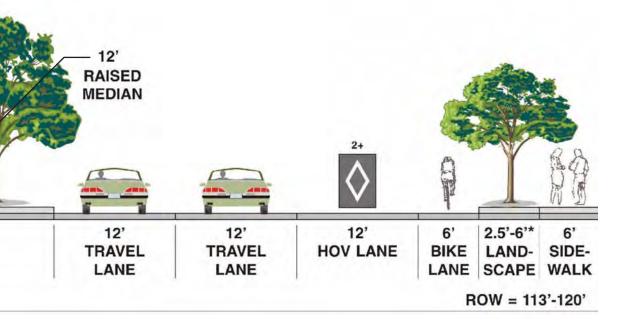
FIGURE 7: BOISE STATE STREET TOD PLAN REVISED STATE STREET SECTION State Street widened to seven lanes with curbside HOV lanes (23rd Street to Glenwood Street)

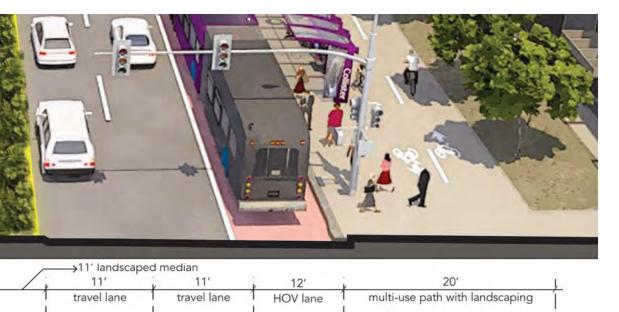
| 20' | i 12' | 11' | i 11' i |
|---------------------------------|------------|-------------|-----------------|
| multi-use path with landscaping | 1 HOV lane | travel lane | 1 travel lane 1 |
| | | | |

CORRIDOR-WIDE RECOMMENDATIONS

The TTOP laid the groundwork for many of the changes already happening in the corridor. Focused station design, evaluation of the potential for mixed-use development, and creating places where pedestrians and bicyclists feel safe outside of a car is essential for the corridor. While some improvements have already occurred along the corridor, such as at Collister and Veterans Memorial Parkway, future improvements should consider reorganizing available right-of-way to be more pedestrian and bike friendly (see Figures 6 and 7), other locations should consider the following during design and construction:

• Use 11-foot travel lanes rather than 12foot travel lanes. This reduces the crossing distance for pedestrians and vehicles at





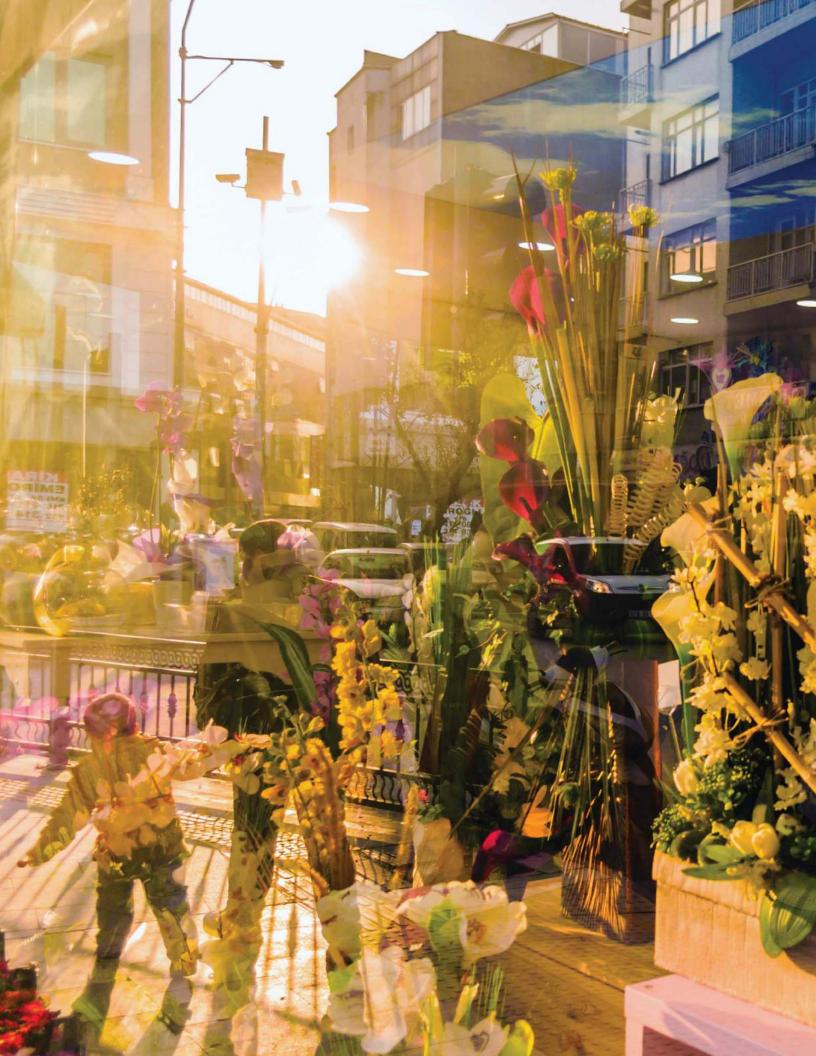
the intersections and reduces intersection footprint and potential right-of-way needs.

 Reduce vehicle speeds to 35 miles per hour. For locations near denser urban areas, consider reducing the speed to 30 miles per hour. Slower speeds enhance the environment for pedestrians and bicyclists, improves safety performance of the roadway, reduce noise pollution, and better align with the land use, street and environmental context.

 Incorporate BRT station platform design at all stations along the corridor. BRT should not be an afterthought.

→ 113'- 120' (right-of-way)

• Combine the proposed sidewalk and bicycle lane into a single multi-use pathway separated by a planting strip. No additional right-of-way is assumed to be needed.





TRANSIT-SUPPORTIVE LAND USE AND URBAN DESIGN PRINCIPLES

Land use and urban design principles provide the direction to guide all future development and design within the BRT station areas and throughout the corridor. These principles address the challenges and opportunities identified in Chapter 2, and provide comprehensive guidance to support the vision for transit-supportive neighborhoods along State Street.

Land uses adjacent to the BRT stations should provide a mixture of development types, including a variety of commercial, residential, and employment uses. Development along State Street will likely be incremental, so providing flexibility in how it occurs is critical, particularly for infill development where existing uses stay or transition over time. Development intensity should support both mixed-use development and residential uses. Commercial uses, particularly large format retail, can be part of a district-wide development strategy, but should be designed or retrofitted to increase pedestrian accessibility and reduce the distances a pedestrian must walk through a parking lot.











The following design recommendations can be implemented as a Transit Station overlay within 1/4 mile of BRT stations. While Transit Station Overlay Zones can often extend up to 1/2 mile from a station, their applicability is highly dependent on the existing development present in an area. Most development not immediately adjacent to State Street is singlefamily residential and would not likely redevelop given generally smaller lot size and the need to acquire and consolidate parcels. Implementing a Transit Station Overlay provides flexibility for each jurisdiction to apply the overlay without making large

scale modifications to existing underlying zoning. The following sections provide recommendations for a Transit Station Overlay with the goal of achieving safe, walkable, pedestrian-scale mixeduse development. Many of the elements are illustrated in the Tier 1 Station Area illustrations contained in Chapter 5.

CREATE OPPORTUNITIES TO CONNECT TO NATURE

The State Street corridor is adjacent to natural areas along the Boise River, although connecting to that amenity and designing with nature as part of the landscape is not a part of the current State Street urban design and landscape pattern. Future development along State Street should integrate trees and native landscaping along streets as well as in plaza and other gathering spaces. These areas should also be connected to the local and regional pedestrian and bicycle network to provide an interconnected network of local streets and trails into adjacent neighborhoods. Linkages, landscaping and public



spaces will help create a sense of identity, while serving as centers of activity and social interaction.

GATEWAYS AND WAYFINDING

New development projects and station design should encourage a strong sense of arrival. This can be accomplished by reinforcing primary entrances into the station areas, which can be done several ways:

- Construct entry gateways that frame views and create visual cues and sense of arrival.
- Use public art to establish gateway features that strengthen the character and identity of the State Street corridor and surrounding neighborhoods. Use landscaping, signs, structures or other features that identify the neighborhood.
- Create a corner landmark consisting of a combination of open space and architectural building design features that can also be incorporated as part of the gateway features.



There are limited north/south connections along State Street that connect the Boise River to the foothills. Wayfinding signage can help bicyclists and pedestrians connect to BRT from the foothills and the larger trail system. Within the internal street system for station areas, wayfinding can incorporate business locations.

BRANDING AND IDENTITY

Common branding and identity elements can enhance the corridor and adjacent neighborhoods. Branding will also help workers, shoppers, residents and students orient themselves, navigate and better understand the area's identity, layout, landmarks, transportation options and major destinations. A high degree of community involvement must be met for any branding and identity effort to "stick" and be adopted by a diverse community of business owners, workers, shoppers, students and residents. Character-defining aspects to investigate along the corridor include the Boise River and Greenbelt, the foothills,

photos (clockwise from bottom left)

The open spaces, canals, lakes and Boise River running along the BRT corridor create opportunities to connect with Boise's natural beauty

This BRT station design incorporates iconic native plants as a theme of public art (photo by Pivot Architecture)

A mix of low-maintenance native and ornamental landscaping creates an attractive streetscape

A public pedestrian plaza next to BRT stations invites customers in to adjacent businesses by providing attractive seating, bike parking and amenities (photo by Google)

This BRT station art enhances the station design, while maintaining transparency for safety and reinforcing the district's identity (photo by Pivot Architecture)

An example of public art as a gateway element to reflect the identify of a neighborhood and create a sense of arrival to a new district (photo by Pivot Architecture)

Pedestrian scale wayfinding which reflects the branding of the city and helps direct pedestrians and cyclist towards amenities connectivity to outdoor recreation opportunities, the canal system and the area's agricultural history. BRT, as part of a larger branding strategy, can be incorporated into station area branding.

Branding and Identity can also incorporate sustainable design elements at neighborhood and station gateways where they will contribute to the identity of State Street and celebrate



the corridor's unique sense of place in the region, including:

- Integrate solar panels into transit station amenities for station power. Depending on the design of the panel, they can also provide shade.
- Control solar heat gain and glare using shade trees.
- Consider designing green infrastructure projects as interactive or educational spaces that provide additional social functions on site, particularly when used within public spaces.
- Utilize low-maintenance and native plants to improve natural function and reduce resource usage.

BRT stations can play a particularly large role in the identity of the

corridor. As the stations are designed, incorporation of identity elements can set them apart from local transit stops located elsewhere on the VRT system.

MANAGE PARKING

There are many ways to encourage pedestrian-oriented development near station areas while still providing parking options for those accessing nearby businesses. Parking should be placed in convenient, accessible locations but screened from view by either buildings or landscaping. Pedestrians should be able to access adjacent businesses and residences without walking through parking lots.

Landscaping, plazas or structures rather than parking should be the primary visual element of a mixed-use area.







Restrict off-street parking or driveway access within 100 feet of the station.

Land uses adjacent to the stations should be pedestrianfocused, with buildings, plazas or pedestrian oriented streets with wide separated sidewalks and street trees. Off-street parking should be established as shared parking between adjacent uses, where possible, and integrated into the station area to not impede pedestrian access to transit service or nearby amenities.

- Revise parking standards to reduce the amount of parking required adjacent to stations. This could include a number of strategies such as:
 - Develop a parking management plan. This would include parking usage analyses followed by parking management strategies that optimize the amount of land used for parking.
 - Permit parking reductions or in-lieu parking fees. This allows new development to pay a fee for a certain number

of spaces to encourage catalytic projects that may be borderline financially feasible. There are a number of parking reductions possible that could be used for development within a quarter-mile of transit stops. These could include senior housing, affordable housing projects and group housing, development that provides space(s) for car sharing programs, and projects with a site-specific trip reduction plan (such as employerprovided transit passes, telecommuting, ridesharing, carpooling, car sharing, bicycling, and flexible work schedules). In some instances, a transportation management association (TMA) can also be established to help coordinate districtwide efforts in reducing parking demand.

- Unbundle Parking. Allow a portion of the off-street parking to be leased through a permit process where a resident or employee can pay for the use of off-street



photos opposite (clockwise from bottom right)

Parking should not be the primary visual element of a mixed-use area, particularly near transit stations. Here parking is set back and screened with vegetation. (Photo by Pivot Architecture)

These solar panels create shade for transit riders while taking advantage of the sunny, open character of the streetscape for energy production

The Block is a mixed-use building with a parking garage on the upper floors, businesses on the lower floors and rock climbing walls on the facade, creating a unique attraction with views of the city. (Photo by River Street Architecture)

photos above (left to right)

In this Boise development parking is a combination of on street parking and parking lots sited behind buildings to create a more attractive, accessible streetscape that accommodates all modes of transportation (City of Boise)

Electric charging stations along street parking spaces.

photo right

This parking structure incorporates commercial uses on the ground floor and architectural elements to screen the upper stories of parked cars (photo by Flickr user La Citta Vita)



spaces. This incentivizes developers and tenants to consider travel options, and encourages reducing vehicle use. For those that have one or more vehicles, this option also provides parking for them, albeit at a higher cost than for tenants with fewer vehicles. This reduces the possibility of oversupplying parking as technology, transit and commuting habits change over time. For this management option, some parking spaces would still be provided on-site with development, but additional spaces above the minimum number of spaces required by the Development Code could be located on-site or off-site. Those spaces would be leased or sold separately from the rental or purchase fees for dwelling units for the life of the dwelling units.

This provides renters or buyers the option of renting or buying a residential unit at a lower price point.

Strategically locate structured parking and park and rides. The market analysis showed that new mixed-use development will be challenging to construct profitably for the foreseeable future. Structured parking, while space saving, can cost many times more than a surface parking lot. If a parking structure were constructed for a park and ride, the investment might also catalyze other development. Public/private partnerships are one possibility where a larger redevelopment goal can be met, for example, with a parking garage wrapped with housing and/or retail. Regardless, parking structures should be designed and constructed to the same

TRANSITION OR PERIMETER DISTRICTS

building standards as adjacent buildings, with ground floor uses and architectural elements that reduce the visual impact of upper story parked vehicles. Parking structures should also be designed to transition to other uses if parking demand changes in the future. Ground floors of parking garages should be a minimum 30 feet deep with a minimum 12-foot vertical clearance to provide opportunities for commercial uses.

• Provide areas for drop-off and electric charging. Technology is rapidly changing the types of vehicles people use and how they get to transit. Electric charging stations and drop-off/loading areas should be provided adjacent to stations, either in a dedicated parking area or on street. This is particularly important for commuters who want to use transit, but must first get to a station through other means of travel.

IMPROVE STREET BUILDING AND ORIENTATION

Building location and orientation is an essential element of creating a mixed-use center. Pedestrian-scaled development can be encouraged by requiring buildings oriented towards the street with parking behind or to the side of the building. Development should engage pedestrians, provide weather coverage and encourage development that is closer to the street through reduced setbacks, or zero lot line development. The City of Bellevue, Washington adopted a Transition Area Design District that provides a buffer between residential uses in a residential land use district and a land use district that permits development of a higher intensity. The primary function of the district is to incentivize improvements that would serve to provide a transition with established uses, such as underground parking, pitched roofs, upper floor step-backs, and others. The standards also prescribe minimum landscaping and setbacks for uses that are adjacent to higher-intensity development. In Davis, California, the City has adopted multiple transition zones. The Residential Transitional District provides areas for separating intense commercial development from residential development. The Interim Residential Conversion Zone provides a transition between older, established or historic neighborhoods, while allowing for the conversion for residences as dwelling or commercial uses, or a combination of the two. The zones control for parking design, fencing, landscaping and signage to ensure that new development blends with the existing residential character of surrounding neighborhoods.







ESSENTIAL STREETSCAPE ELEMENTS

Regardless of classification, streets in pedestrian-oriented areas of the corridor should provide spaces where people feel safe and welcome. Pedestrian and bicycle-friendly streets are characterized by several elements, including:

- Shorter block lengths;
- Wide and/or detached concrete sidewalks;
- Well-marked crosswalks;
- Curb extensions;
- Frequent intersections;
- Access management to minimize the number of curb cuts;
- Landscaping; and
- Appropriately-scaled signage and lighting.

Streets that are more auto-oriented will also benefit from many of these elements, encouraging slower speeds and attention to other road users. Modern street design often includes sustainable design elements that manage stormwater and water quality, while providing opportunities for trees and landscaping, urban wildlife habitat and neighborhood beautification. Stormwater treatment should be designed to provide the following benefits:

- Handle stormwater onsite;
- Enhance the streetscape environment with attractive, functional and sustainable infrastructure that creates memorable and unique places for pedestrians;
- Provide water quality benefits and replenishment of groundwater;
- Provide new locations for pedestrian access, public art and gathering spots; and
- Reduce impact on existing stormwater management facilities.

STREET TREES

Street trees provide a range of benefits, notably the opportunity to green the street and provide beauty, shade and a more pleasant experience for street users. Given the need to provide room to a multitude of street functions – travel lanes, sharrow or dedicated bike lanes, on-street parking, and bulbout crossing - the space leftover for street trees can be compromised, resulting in narrow tree wells bound by hardscape and utilities. As a result, manufacturers of structural soil systems have responded with products that allow for compact, highly utilized street space with healthy, established street trees. These systems require maintenance that may be City or privately managed, but should be encouraged to create a more





photos opposite (top to bottom)

Curb extensions increase pedestrian safety, improve visibility and reduce the distance of a street crossing

Center median pedestrian islands improve safety at crosswalks on busy streets

Stormwater planting and pervious paving

photos above (top to bottom)

Pedestrian plazas create attractive public spaces surrounding transportation developments

This view of Boise's downtown area reflects the City's motto, "City of Trees"







walkable street. For street trees along State Street, a minimum eight-foot wide planter is recommended, if possible. Structural soil systems limit soil compaction and are installed underneath pavement to provide room for needed lateral tree root growth. As a result, trees are healthier and have better protection from a range of urban disturbances (parked cars, nearby utility boxes or lines, foot traffic).

STREETFRONT

The street front provides opportunities for human interaction and promotes safe and efficient pedestrian travel. Along the street front, elements such as sidewalks, curb ramps, parking, street crossings, landscaping elements, resting places and public art must be designed to meet minimum Americans with Disabilities Act (ADA) standards, while striving to reduce barriers and create accessible environments for everyone. In addition, sidewalks should be defined based on the following sidewalk zones:

- Amenity Zone: The Amenity Zone can contain landscaping, seating, lighting, bicycle parking and other urban furniture. The Amenity Zone design must incorporate accessibility and cannot block access to transit stops, intersections and crossings.
- **Pedestrian Zone:** The Pedestrian Zone is a clear pathway allowing pedestrian movement and full accessibility along the sidewalk.

• Activity Zone: The Activity Zone provides space for outdoor dining in front of commercial uses and a buffer zone at residential uses. The Activity Zone must be designed to incorporate accessibility requirements for main entrances and opening doors.

BICYCLES AND PEDESTRIANS

Cul-de-sacs near State Street limit connectivity for low stress bicycles routes using neighborhood and local streets. Implementing the adopted Ada County Highway District low stress bike network to connect to the BRT stations is an essential element of connecting people to services and transit. This could include narrow easements to provide multi-use trails through cul-de-sacs.

ACCESS MANAGEMENT

Street design should minimize conflicts between pedestrians and automobiles through management of curb cuts and access points along State Street. Vehicular access to each commercial or business site should be consolidated to the extent practicable, prioritizing safe and direct access for pedestrians, cyclists and transit users. Each development should consider the layout of on-site parking and loading areas, vehicular, bike and pedestrian circulation patterns with the adjacent street in mind. Effective access management guidelines will address unregulated curb cuts from commercial development along State Street by providing guidelines for traffic signal





photos opposite (top to bottom)

This streetside amenity zone offers seating, landscaping and other pedestrian amenities which buffer the street edge

A clear pedestrian zone pathway weaves around streetscape improvements

Restaurants and businesses along the street take advantage of the activity zone

photos above (top to bottom)

Low stress bike networks benefit everyone through improved safety and access for less experienced riders

Frequent curb cuts to access each business increase traffic conflicts for both cars and pedestrians

FIGURE 8: PEDESTRIAN STREET



spacing, location of driveways, median openings and multimodal options.

PEDESTRIAN, ACCESS AND THROUGH STREETS

Streets can serve different purposes near stations. While some streets provide access to parking or back-of-business services (e.g. garbage collection, deliveries, etc.), other streets can be designed as main streets, providing access to essential services, and direct access to stations. Streets like State Street must provide pedestrian amenities, but are more tailored to providing regional connections. Table 8 describes conceptual street types.

Future development should be welcoming to pedestrians and create a strong

relationship between the building and the street, with enjoyable spaces for people to occupy. Street design guidelines can vary by street type, but mostly relate to the percentage of building frontage required, speed and number of travel lanes. Chapter 5 illustrates conceptually how pedestrian streets and access streets can function. As each station area redevelops, the local jurisdiction and landowner should focus on how pedestrian flow should occur within the development and BRT station.

Pedestrian Streets should provide major linkages between adjacent neighborhoods and the station and where feasible, can use some elements of the existing internal circulation system for larger development. Pedestrian streets can also be designed as "main streets," with walkable retail

TABLE 8: URBAN DESIGN ORIENTATION AND FRONTAGE CONSIDERATIONS

| | STREET TYPE | | | | |
|--|---|---|---|--|--|
| | PEDESTRIAN ACCESS | | THROUGH | | |
| Objective | High pedestrian quality and strong building frontage. | Moderate pedestrian quality and building services. | Moderate pedestrian quality; auto/ transit emphasis. | | |
| Sidewalks | Required. Separated from curb by planting strip, tree wells, or rain gardens. But not required. | | Required. Separated from curb by planting strip, tree wells, or rain gardens. | | |
| On-street parking | Parallel or diagonal parking required. Head-in prohibited. | Parking required. Parallel, diagonal or head-in. | Prohibited. | | |
| Number of lanes | Two | Тwo | Five or more | | |
| Minimum % of building along street frontage | Minimum 50% Minimum 50%. | | Minimum 50% | | |
| % of off-street vehicle parking along street frontage | Maximum 50 % | Maximum 50%. Prohibited at corners. | ers. Maximum 50% | | |
| Block length | Maximum 250 ft. to mid-block lane crossing. Lane width up to 30 ft. | Maximum 250 ft. to mid-block lane crossing. Lane width up to 30 ft. | N/A | | |
| Typical vehicle speed | 15-25 mph | 15-25 mph | 35-45 mph | | |

and residential streets, even for one or two blocks. Pedestrian streets should have the following characteristics:

- Wide sidewalks, minimum 10 feet wide
- Landscaping, pedestrian-scale lighting, street trees and seating
- On-street parking and/or dropoff locations for transit riders
- Bicycle parking

- Narrow 10-foot travel lanes. If transit will operate on the street, then 11-foot travel lanes.
- Unique street design, such as sharrows, for low traffic streets where small-scale retail or residential is adjacent to the roadway.
- Buildings oriented to the street, with parking located behind or to the side.
 Along pedestrian streets, the building should occupy at least 50 percent (preferably more than 70 percent) of the

street frontage, with primary access at the corner/intersection. For main streets, buildings should occupy a minimum of 70 percent of the building frontage.

 Restrict drive-throughs within a transit station and on pedestrian and main streets. Building location and entrance should be located at the street, with drive through windows location to the side and rear of the building.

Access Streets (Figure 10) should have all of the same street design features, but building frontage requirements are more flexible. This provides space for parking and other services for buildings fronting pedestrian streets. Access streets are often used in combination with pedestrian/ main streets to provide parking access.

Through Streets (Figure 9), such as State Street, are categorized by the vehicle speed and width of roadway. However, the street can provide access and visibility to a parallel or perpendicular connection where more intimate public spaces are possible.

FIGURE 9: THROUGH STREET





sidewalk separated from curb by landscaping



| | HOV | | 1 | |
|--------------|--------|----------------|---|---|
| travel lanes | , lane | multi-use path | l private property | |
| | , | 1 | | _ |
| | | | <u>, </u> | |

BUILDING ORIENTATION

Building orientation and design should engage pedestrians and provide visual interest. Transparency of buildings improves safety of an area and creates opportunities to create small, main street-style development within larger developments. Building form is essential for creating those intimate spaces. Suggested design guidelines for building orientation include:

- The first-floor facade of all buildings, including structured parking facilities, should be designed to encourage and complement pedestrianscale interest and activity using elements such as windows, awnings and other similar features.
- Buildings should be placed at the corner of intersections. For larger developments, pedestrian throughaccess should be provided every 250 feet. For larger blocks, these

pedestrian paths help reduce the distance to services or transit.

- Building transparency on the ground floor of mixed-use buildings should be no less than 60-70 percent glass. Glass doors can contribute to meeting this standard. For second stories and higher, no less than 30 percent of the facade should be glass. Frosted, mirrored or tinted glass should not be permitted, particularly on the ground floor.
- Building entrances should be clearly marked, provide weather covering and incorporate architectural features on the building. Primary building entrances should face the street, not a parking lot.
- Architectural features and treatments should not be limited to a single facade. All visible sides of a building from the street, whether viewed from public or private property, should display a similar level of quality and architectural interest, with elements such as windows, awnings,





photos (left to right)

Mixed-use development featuring a corner business at the intersection

A transparent ground floor design serves a dual purpose of attracting customers and keeping eyes on the street

murals, a variety of exterior materials, reveals and other similar features.

- Local code should encourage green building techniques, which could include solar, gray water and water harvesting and/or LEED certification of buildings.
- Building floor plate maximums should be considered. While some areas can accommodate largeformat retail, a mix of building scales can provide opportunities for small business and incubator spaces.

CONSIDERATIONS FOR LARGE FORMAT RETAIL

Development opportunities along State Street are predominantly located at future BRT stations where existing large format retail development currently exists. While the transition to a more pedestrianoriented development pattern is feasible over time, large format retail will likely be a component of the station area form for some time. The intent of these guidelines is to provide possibilities for permitting a deeper street setback for very large retail stores locating along State Street, if combined with a pedestrian-friendly main street type of development. These large retail sites can still be transit-supportive and pedestrian-friendly by placing smaller buildings close to the main street and by creating an internal circulation system to separate parking areas into blocks. The intent is to encourage development that will, over time, form a pedestrian-friendly main street along the perimeter of the parking blocks and provide connectivity within the site and to adjacent streets and uses. Potential guidelines include:

- Large format retail buildings (larger than 50,000 square feet of floor area) are permitted if development is also constructed with adjacent buildings developed along a central pedestrian/main street.
- Adjacent buildings must be constructed at the street, with parking located in a centralized parking area. These buildings must be constructed before or at the same time as the large retail store.
- The development must include an internal circulation system that is similar to streets and must divide the site into parking areas that are no greater than 55,000 square feet.
- Accessways should connect to the pedestrian/main street at least every





250 feet and include parking between both sidewalks and the auto travel lanes, except within 75 feet of the intersection with State Street.

The goal of these design guidelines is to reduce the visual impact of parking, while also providing corridors for pedestrians that are designed as mixed-use activity areas. Large format retail is part of the State Street corridor, and should be developed in a manner that improves pedestrian accessibility and creates a stronger urban form than what currently exists today.

ENCOURAGE A DIVERSITY OF LAND USES

Areas near BRT stations should encourage a mix of land uses, including retail, multifamily, office and institutional uses. While there are some areas with a large amount of open space, such as the ITD site (see Chapter 5), most development will occur over time on underutilized areas that may already have older development. Rehabilitation of existing buildings, supported by infill development in parking areas, will likely be the predominant changes along the State Street corridor for the foreseeable future. Achieving the desired transformation takes time and a one size fits all approach is not likely to be successful given the current diversity of the corridor.

From a land use perspective, providing a mix of housing types is essential to support nearby businesses and increase transit usage. Housing diversity, including affordable and market rate units, combined with other uses in one building or adjacent to another, creates a true mixed-use community. However, requiring that all buildings include ground floor retail may create an oversupply of retail square footage that is difficult to lease. Vertical mixed-use (ground floor retail with housing or office above) buildings should be located in key areas. Horizontal mixed-use (single use building adjacent to mixeduse or services) should be a large part of the land use mix. Both should also meet building orientation recommendations described above. Land use recommendations within a guarter-mile of a station (unless otherwise noted) include:

- Restrict drive-throughs and gas stations within the BRT station area.
- Require vertical mixed-use on important corners, with building access fronting the primary street (see pedestrian/main street discussion).





- Apartments at a minimum of 30 units per acre (approximately three-story buildings with surface parking) should be required for residential/mixed-use development within a quarter-mile of a station.
- Restrict outside sales and exterior storage.
- Restrict self-storage, including within a building, unless combined with other more active retail or employment-focused use
- Consider restricting large format retail unless it can meet the standards described above.

Encouraging compact development will be essential in creating transitsupportive neighborhoods. Permitting higher-density projects near station areas is a primary tool to create a compact development that is transit supportive.

 Provide flexibility in lot dimension requirements to support infill development on irregularly shaped lots.



photos (clockwise from top left)

A transition of building uses and sizes into a residential zone

Contemporary townhouse development

Mixed use building with office space on the ground floor

Institutional campus with access along the main street and open spaces towards the back

Indoor plaza and central space for retail and restaurants

PROVIDE DIVERSE HOUSING OPTIONS

Transit neighborhoods will require a range of housing options, with higher density housing such as townhomes, apartments and condominiums located near transit (quarter-to-half-mile). The existing zoning generally prescribes standards for singlefamily and multifamily housing, with minimal emphasis on housing types that provide a transition between lower-density detached housing and denser multistory multifamily housing. Building massing can often fit the surrounding context of nearby lowerdensity housing (single-family detached) or even stand-alone two-story apartment buildings. Providing opportunities to develop missing middle housing, such as duplex, triplex, and apartments, allows a developer to take advantage of economies of scale and requires less initial investment or access to capital, while providing more housing diversity in the transition area between the station and existing single family neighborhoods.

INTEGRATE PUBLIC SPACES

Station area designs should integrate public areas, green spaces and landscaping within developments that connect to streets and trails, create a sense of identity, and serve as centers of activity and social interaction. Designs range from places for families to play, to smaller-scale seating areas, to landscaping and natural areas. Public spaces, including parks, plazas and greenspaces, deliver a range of community benefits and are central to welcoming and inclusive transit stations and mixed-use neighborhoods. There are several design elements that should be used to guide new public spaces near transit stations and along the State Street corridor.

- Locate plazas in high visibility areas such as intersections, commercial areas and community nodes.
- Encourage the design of adjacent buildings to orient windows, openings and entrances towards the public space.
- Minimize shade from the adjoining buildings and do not locate public spaces on the north facing edge of a building.
- Design public spaces for community gathering and play.
- Include amenities such as benches, trees and landscaping, pedestrianscale lighting and shade structures.
- Include special paving in plazas to increase visibility and identity, and to define entrances and transitions between the sidewalk and plaza.
- Work with partners to program spaces such as higher education institutions, chambers of commerce and local agencies.
- Interpret local history and culture through signage, art and architecture and use of local artists and craftspeople.



photos (top to bottom, left to right)

Public spaces can incorporate temporary uses and events such as farmers markets which provide services and entertainment for both visitors and nearby residents

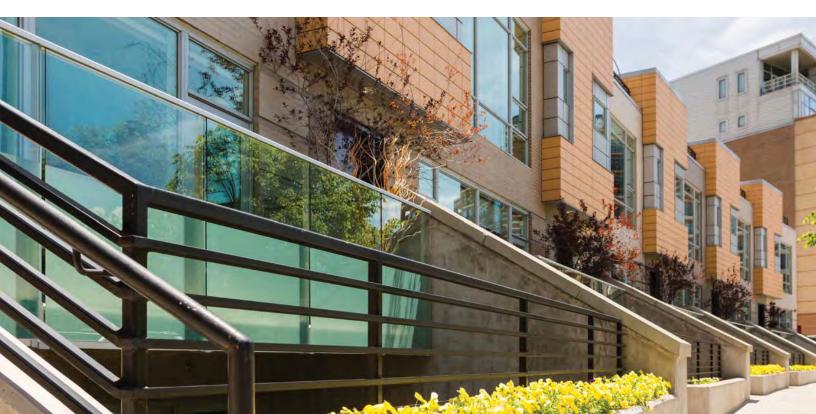
This public plaza at Union Station in Denver, Colorado incorporates an in-ground fountain

An example of a public plaza between developments

A mix of townhomes and condominiums with external access













TIER 1 STATION AREAS

This chapter provides recommendations for the four Tier 1 station areas along the State Street Corridor. The TTOP identified the following locations for Tier 1 station areas:

- Whitewater Park Boulevard (ITD site);
- Collister Drive/Collister Center;
- Gary Lane/Glenwood intersection area; and
- Horseshoe Bend Road.

Figure 2 shows the locations of the four Tier 1 station areas. The methodology that was used to select these locations is described in Chapter 1.

The analysis conducted as part of the TTOP emphasizes that Tier 1 nodes offer distinct market-based opportunities compared to other station areas along the corridor. While each node is anticipated to include a mix of uses, characteristics of the four station areas differ.



Each mixed-use station concept extends approximately ¼ to ½ miles from the transit stop, the typical walking distance most people are willing to take to access transit. Tier 1 station areas provide the highest potential to develop as mixeduse activity areas that support future BRT service. As described in Chapter 4, using a regulatory approach such as a Transit Station Overlay can increase the diversity of development (e.g. mixed-use, apartments etc.) in the vicinity of a station and minimize more auto-focused land uses (e.g. gas stations and drive-throughs) without requiring specific changes to the base zone that may be applied in other parts of a city. The overlay can also require specific pedestrian amenities between the station and adjacent development.

Development along the State Street corridor will occur over time. The following concepts illustrate the potential longterm vision of each of the four Tier 1 station areas. The concepts incorporate design features from zoning codes and guidelines of each local jurisdiction; existing and future regional multimodal planning and transit service network plans; stakeholder input, and technical analysis by the project team as part of this project.

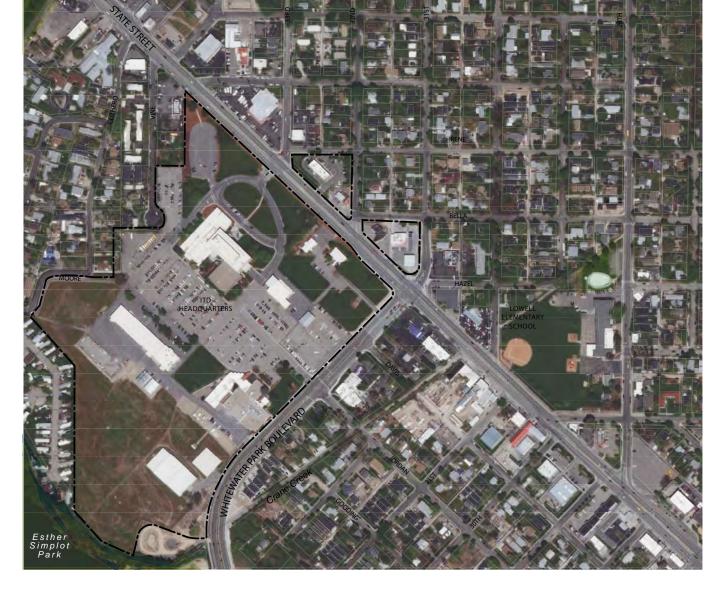
WHITEWATER STATION AREA

The Whitewater station area, the easternmost Tier 1 station, is located approximately two miles from Downtown Boise. The station is adjacent to the Idaho Transportation Department (ITD) headquarters and near Esther Simplot Park, a major recreation destination on the Boise River. Of the four Tier 1 stations. this station is the most well-connected to adjacent neighborhoods. The south side of State Street is developed in a grid pattern with short, generally consistent block lengths. North of State Street, there is also an established grid pattern but many of the streets are missing sidewalks. However, crossing State Street can be a challenge because of travel speeds and the width of the roadway.

CONTEXT

The Whitewater station area provides the greatest potential for future mixeduse development of the four Tier 1 stations. Large scale redevelopment at the Whitewater station area would require the sale of ITD property to the City of Boise or a developer and is estimated to be a long-term process. The ITD site is a state-owned parcel that is generally underdeveloped with several buildings spread out across the 45-acre campus. The site borders a portion of Boise River and nearby ponds that provide recreation amenities. A portion of the property is located within the 100-year floodplain. The ITD site has a limited internal roadway network that could provide a framework for future connectivity. Other Tier 1 stations have minimal internal or external circulation systems. Several streets within the ITD site intersect with State Street within a half mile of the Whitewater station area, notably ITD Drive, 32nd Street, 31st Street, Whitewater Park Boulevard, 30th Street, Lemp Street and 29th and 28th Streets. The street network is severed by State Street and there is limited access across Whitewater Park Boulevard, Whitewater Park Boulevard provides access to the Boise River, Boise River Park, and the Greenbelt to the south, and eventually connects to Fairview Avenue on the south side of the Boise River. These connections and nearby amenities are important to the design of future development. Lowell Elementary School and St. Mary's School and Catholic Church are also in the vicinity of the station area.

Redevelopment opportunities on adjacent properties are limited by small lot sizes and the large number of property owners. Numerous curb cuts on State Street, a lack of station identity, and fast moving traffic on Whitewater Park Boulevard and State Street are impediments to mixed-use development and pedestrian circulation at the station.



ZONING AND DESIGN

The Whitewater station area is located entirely within the Boise city limits. Zoning along State Street in the vicinity of the Whitewater station area is generally C-2 (General Commercial), which permits retail and travel-related services. Multifamily uses are permitted as a conditional use, but mixed-use is not identified specifically as a permitted use in the C-2 Zone. The mix of single and multifamily zoning in the surrounding area adjacent to the C-2 Zone provides a greater diversity of housing choices than in the other Tier 1 station areas. R-3 zoning permits multifamily uses.

For the Whitewater station area, consider implementing a Transit Station Overlay for parcels within 1⁄4 mile of this station area. A

Transit Station Overlay could incorporate the following elements (at minimum):

- Permit more diverse housing types within the overlay by permitting micro-units and townhomes within residential areas (in addition to the residential types currently permitted), provided the development meets design standards. This would only apply to areas where these types of uses are not currently permitted;
- Remove the minimum lot requirements for residential units, which is currently required within the C-2 zone;
- Permit mixed-use and/or multifamily uses as permitted uses within the C-2 zone;







- Reduce parking requirements for residential, commercial and/or mixeduse development. Requirements in the existing P-3 zone may be applicable.
- Increase building heights to 55 feet (four- to five-story buildings) with a required ground floor ceiling height minimum of 12 to 15 feet;
- Restrict gas stations and drive-throughs in the TOD station area; and
- Require stepbacks of taller buildings adjacent to existing residential areas to provide a transition to adjacent neighborhoods.

The majority of the ITD site is zoned A-1 (Open Land). Although most of this site would be located within a Transit Station Overlay, existing zoning should be modified to permit redevelopment. This site should accommodate a diversity of uses and building scales. Buildings should be oriented along a series of pedestrian and access streets (see Chapter 4). The City of Boise has already completed much of this development framework in the 30th Street Area Master Plan (2012), allowing taller buildings and a greater variety of uses.

photos (clockwise from top left)

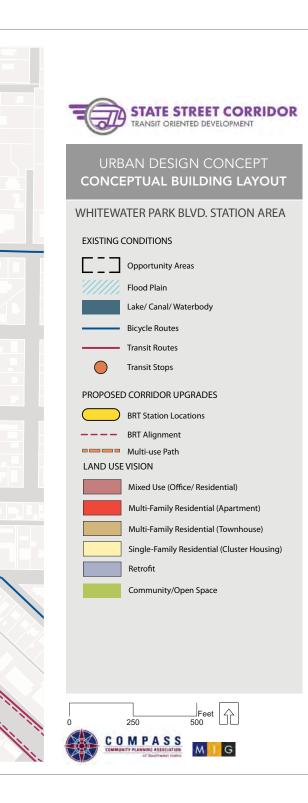
Compact housing on Latah Street in Boise

Mixed-use development in the Queen Anne neighborhood of Seattle

New multi-family housing development adjacent to The Round in Beaverton,Oregon

5 TIER 1 STATION AREAS





STATION LOCATION RECOMMENDATIONS:

- Eastbound: The station is shown in the existing right turn lane on the nearside of the Whitewater Park Boulevard/State Street intersection, which would function as a bus pullout without requiring additional right-of-way and could be designed to help buses move more quickly through the intersection.
- Westbound: The station is shown in-lane at approximately 32nd Street. The existing traffic signal at Whitewater Park Boulevard will assist in crossing State Street.

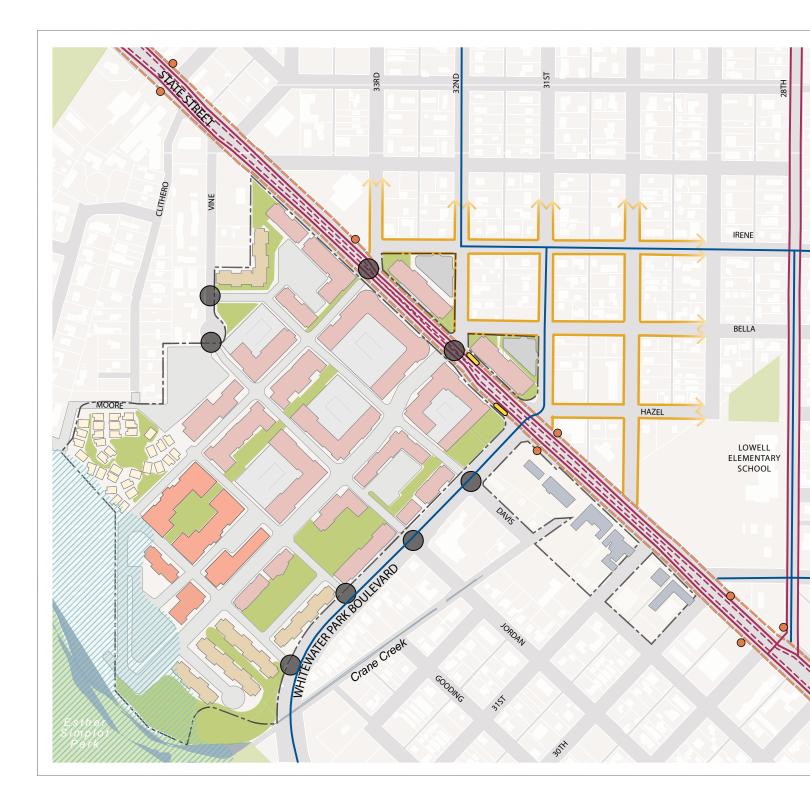
FUTURE LAND USES AND URBAN FORM

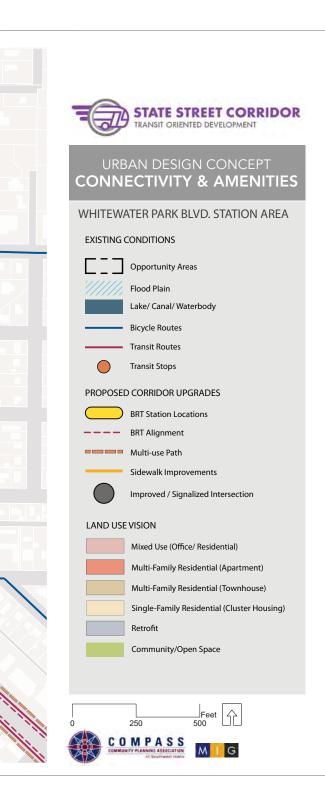
The Whitewater station area is developed as a new activity center, primarily through the development of the spacious and underdeveloped ITD site. Given the scale, the area will likely develop over time in phases. Early phases should be designed to enhance the immediate station vicinity. There is enough available land on the site to develop a road network and still accommodate the existing ITD Headquarters building.

The station concept includes a series of mixed-use buildings and multifamily housing, with structured parking behind or above ground floors, and greenspaces that double as promenades between blocks. Near the center of the site, a tree-lined main street is a focal point, connecting State Street to the parks and greenspace to the south. Along the western edge of existing residential neighborhoods, smallerscale, clustered housing will increase the number of housing choices while serving as a transition between taller and denser development within the core.

Several existing buildings along both sides of State Street, east and west of the station, could be rehabilitated and reused. New paint, awnings, new windows, and other improvements can transform these areas into a more pedestrian-oriented street frontage without major redevelopment.

5 TIER 1 STATION AREAS





MULTIMODAL CONNECTIONS

Bicycle and pedestrian access along State Street should be provided via a multi-use path, with a new signalized intersection at 32nd Street. The existing signal at Whitewater Park Boulevard will serve pedestrians and cyclists along with vehicles. These connections provide access to and from the internal circulation network within the future mixed-use activity center. New detached sidewalks on State Street and a complete sidewalk network on local streets will allow pedestrians to connect to transit from adjacent neighborhoods. The internal circulation system should also connect to the local street network intersecting Whitewater Park Boulevard to the south. Pedestrian walkways and green promenades will provide additional choices to connect to destinations within and surrounding this location. Bicycle routes will also connect to north/south routes across State Street.

5 TIER 1 STATION AREAS



STATION CONCEPT

The Whitewater station area benefits from its proximity to Downtown Boise and offers convenient urban living with a unique natural setting and quiet residential character. If the former ITD headquarters site is available through sale in the future, this station area could be transformed into a walkable and wellconnected mixed-use neighborhood. The new development would blend with surrounding homes through a gradual transition of building heights and scales and connected by internal green pathways, bicycle routes, and pedestrian streets.

Incorporate natural elements to provide habitat and shade

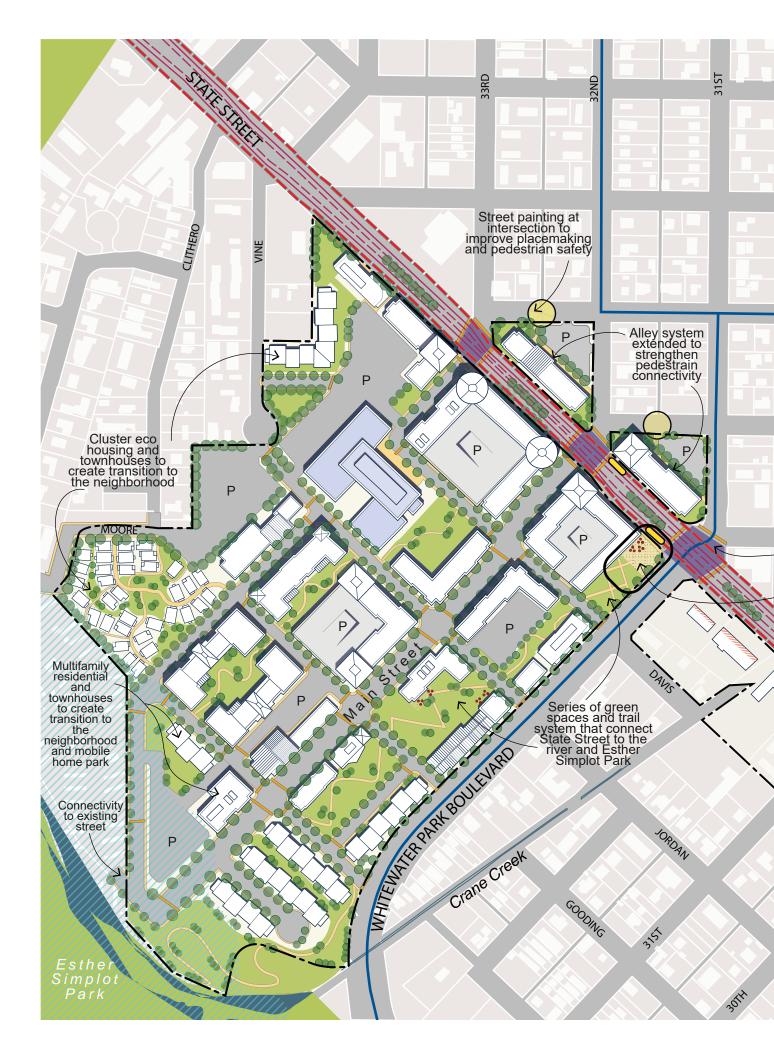
Consider creating small plazas near stations or pedestrian areas that support community gathering

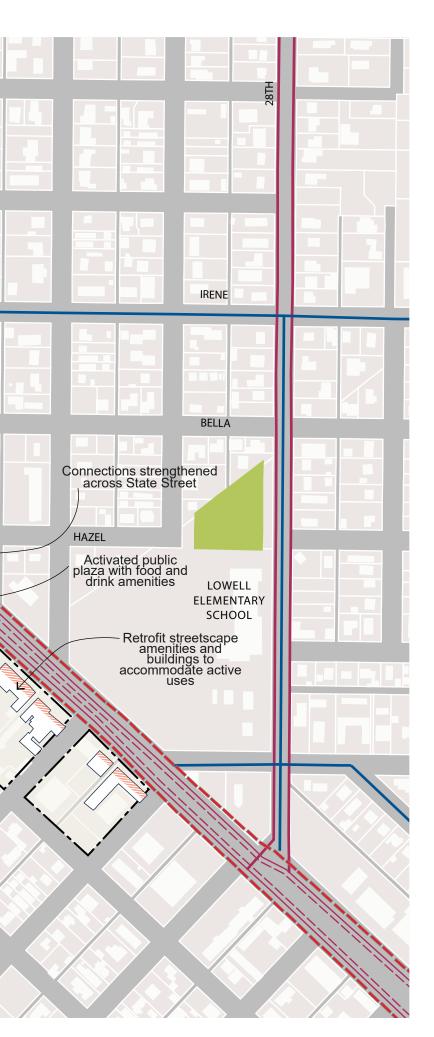
Streets and buildings should incorporate universal design standards





FIGURE 11 WHITEWATER STATION CONCEPT







URBAN DESIGN CONCEPT STATION CONCEPT (phase 1)

WHITEWATER PARK BLVD. STATION AREA

EXISTING CONDITIONS

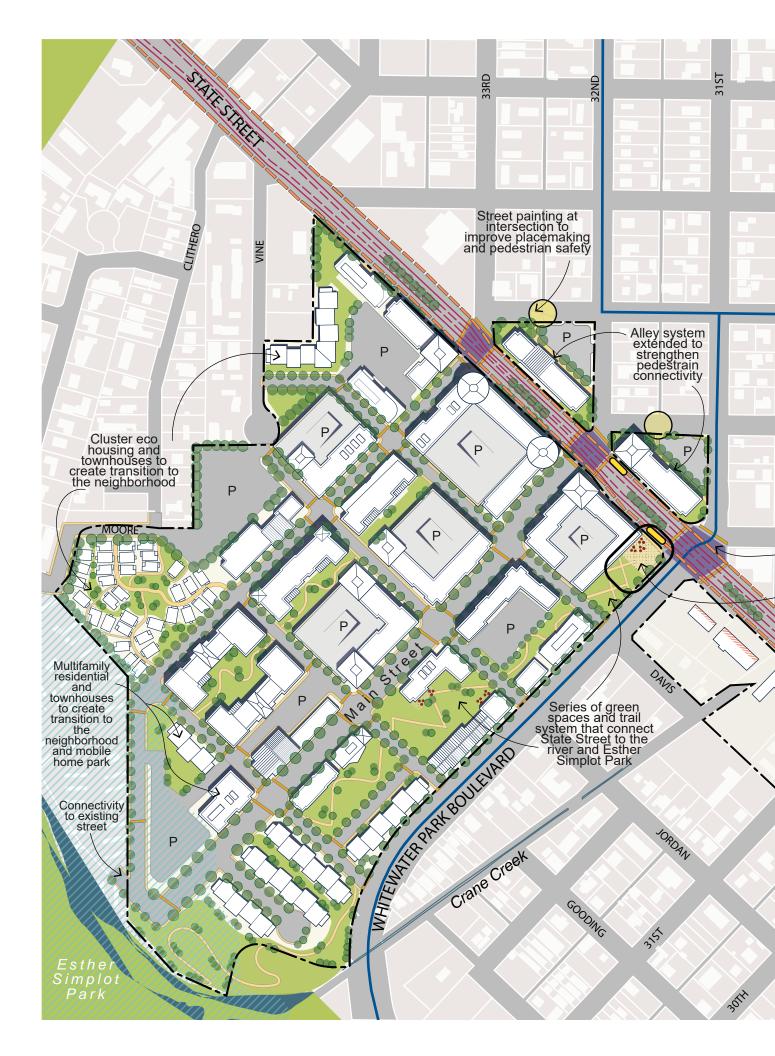


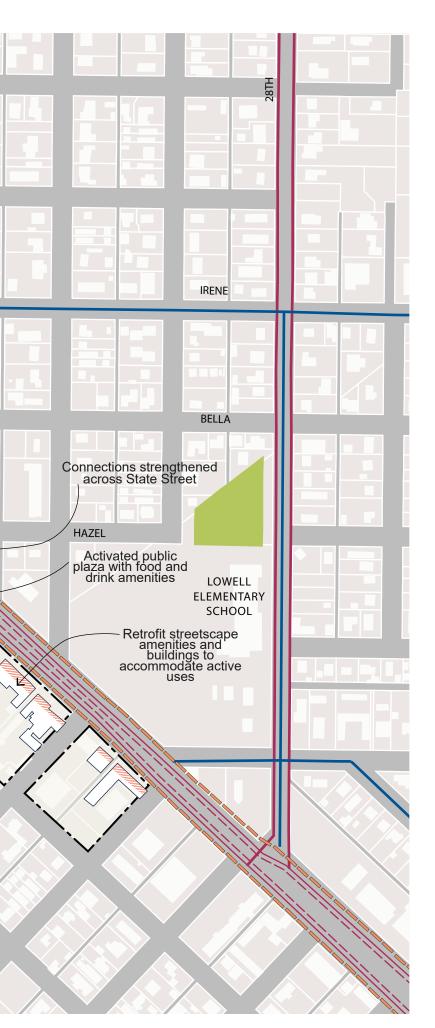
Intersection Improvements

Multi-use Path

New Development





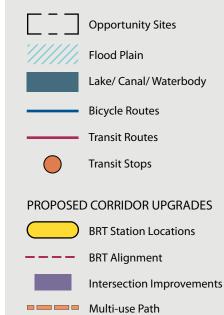




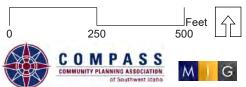
URBAN DESIGN CONCEPT STATION CONCEPT (phase 2)

WHITEWATER PARK BLVD. STATION AREA

EXISTING CONDITIONS



New Development



COLLISTER DRIVE STATION AREA

The Collister Drive station area incorporates the redesigned and recently reconstructed three-way intersection (Collister Drive and State Street) that spans an irrigation canal. Collister connects with Hill Road to the north, curving through several neighborhoods and eventually ending at the Polecat Gulch Trailhead.

CONTEXT

One of the unique qualities of the Collister station area is the irrigation canal that intersects with Collister Drive and State Street, then parallels State Street along the south side of the roadway. Multifamily homes and assisted living facilities intermingle with single family homes. The increasingly vibrant Collister Commercial Center is anchored by several neighborhood services including the City Library! at Collister, Collister Post Office, a popular coffee shop, restaurant, laundry and consignment businesses, and a Dollar Store. During stakeholder interviews, participants noted a high number of people walking to access services. A church and Thriftway Lumber on the south side of State Street are neighborhood-serving amenities.

South of State Street, re-using or rehabilitating existing buildings, integrating open space and plaza areas, and taking advantage of the canal as a placemaking amenity are important opportunities to consider as part of future development. Residents and visitors will need open space for relaxation and recreation. Additionally, there is potential to increase east/west connections between existing development and housing and services. To the south, the Willow Lane Athletic Complex is a large public park that connects with the Boise River Greenbelt, but there is no direct connection with the Collister Drive station area.

The Collister Drive station area is currently auto-oriented with numerous curbcuts and drive aisles. Several business entrances have direct access onto State Street. Even with the recent changes to Collister Drive, pedestrian connections are limited. Connectivity across State Street is challenging because of the limited number of signalized crossings. On the south side of the road, inconsistent sidewalks impede pedestrian and bicycle access to existing services and the future stations.









ZONING AND DESIGN

The Collister Drive station area (both station pairs) at Marketplace Lane/State Street and Wylie Lane/Sycamore Drive/ State Street is entirely within the City of Boise. Zoning in the vicinity of the Collister station area is similar to the Whitewater Station, except for the open space zoning on the ITD site. For this station area, implementing the Transit Station Overlay, as described for the Whitewater station area, could accommodate the potential development opportunities while still providing transition to adjacent areas. Additional design guidelines for this station could include incorporating the canal system into adjacent development to create a visual amenity. Design guidelines could encourage viewing and adjacent uses, such as seating or open space, to better integrate the canal system.

Also, permitting "maker space" amenities such as woodworking, brewery, light manufacturing that could be located within rehabilitated commercial spaces may be desirable. These uses would still need to meet site design guidelines described in Chapter 4.

Overall, the Collister station area is a very active location and one of the only Tier 1 station areas along the corridor where stakeholders said they walk between their homes and services. Improving the built environment at this location would continue to encourage services and activities that are easily accessible by pedestrians.

STATION LOCATION RECOMMENDATIONS:

The station area includes two pairs of BRT stations, one pair located near Marketplace Lane and another located at Wylie Lane/Sycamore Drive. The stations







provide access to both existing and future development at these two distinct locations.

- Eastbound: Marketplace The station is shown as an in-lane station located on the far side of the intersection. The existing free right turn pocket and pedestrian island from NB Marketplace Lane to State Street would be removed. Wylie Lane - the station is shown inlane and nearside of the intersection. This location will require covering the irrigation canal or integrating it into the overall station design.
- Westbound: Sycamore Drive The station at Sycamore Drive is shown as an in-lane station located on the far side of the reconfigured Sycamore Drive intersection. Marketplace The station is shown as an in-lane station located on the far side of the intersection.

photos (left to right, top to bottom)

Incorporate the canal system with adjacent trails and complementary development

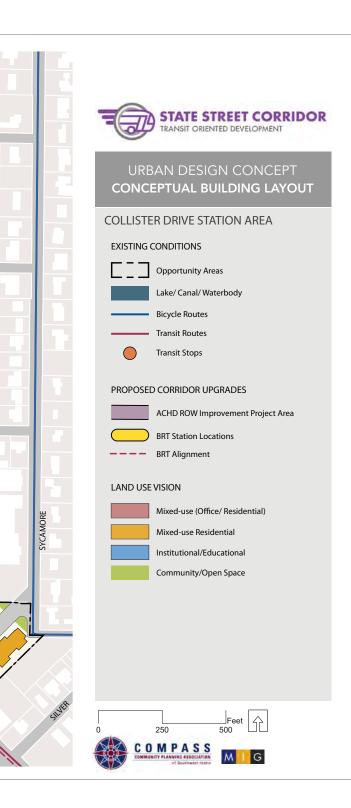
Makerspaces offer opportunities for residents to create social connections and develop new skills

Young adults using a makerspace to experiment with materials and learn skills in technology and building

Collister is well suited for walkability between homes and adjacent services

5 TIER 1 STATION AREAS





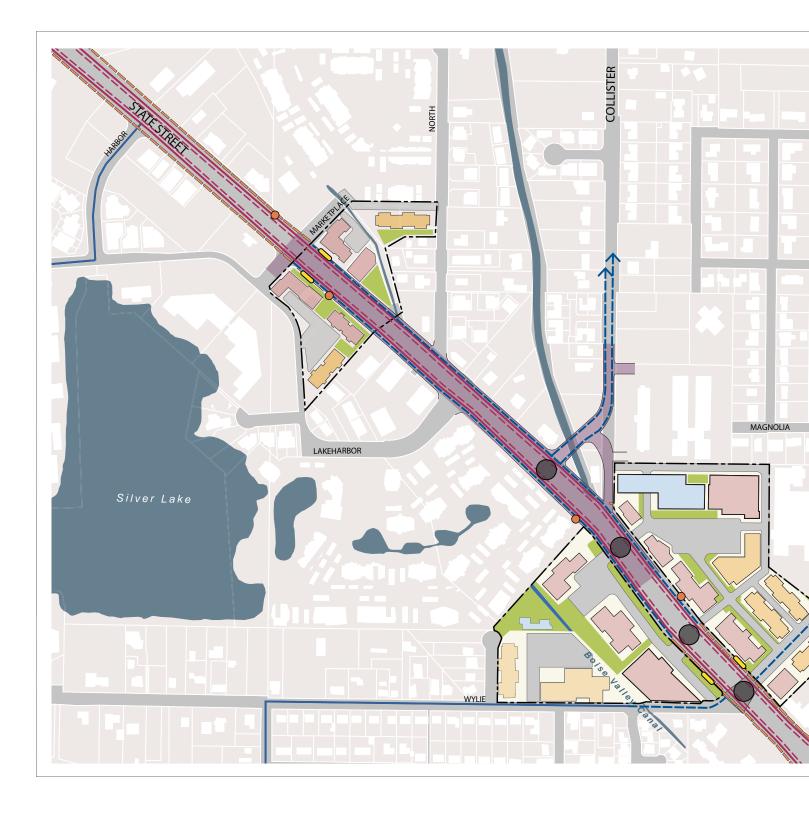
LAND USES AND URBAN FORM

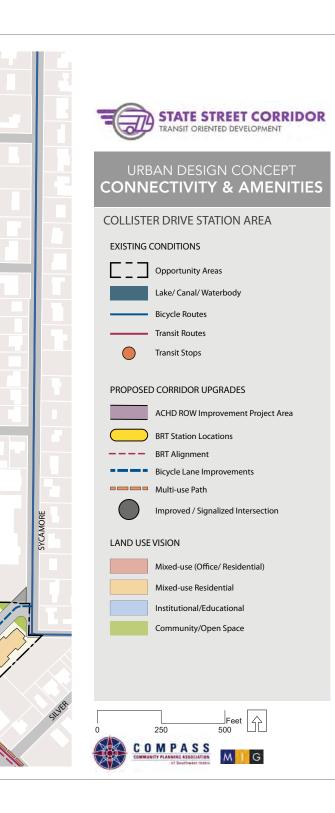
At the Marketplace Lane station area, new multistory mixed-use buildings will function as an anchor for the station areas, building upon the nearby office park, residential uses, and access to the Boise River. Focused infill with multifamily or mixed-use development will help anchor this area. Improved access to adjacent land uses and utilizing the nearby irrigation canal as a placemaking element will enhance future development.

At the Wylie Lane/Sycamore Drive station area, multifamily development, townhomes and mixed-use infill development form the gateway from the station to the existing neighborhoods north of State Street. The station includes infill development on parking lots and vacant parcels as well as redeveloping land immediately adjacent to the station. New housing will support local retail, employment and transit, and provide a transition between shopping and employmentoriented uses and surrounding residential areas. As part of this concept, Sycamore Drive will be reoriented to connect at a four-way intersection with State Street and Wylie Lane, which improves pedestrian accessibility and vehicular mobility.

South of State Street near Wylie Lane, re-purposing existing buildings to incorporate "maker spaces" will provide a flexible location for work and contribute to the local culture and identity of the existing neighborhood. Adjacent to the maker spaces, a food court and open plaza will serve as a station focal point to gather and hold events and programs. The siting and design of future development could embrace the canal system with views of water and greenspace, and new plazas and courtyards that open to the canal.

5 TIER 1 STATION AREAS





MULTIMODAL CONNECTIONS

The Collister Station concept incorporates the recent Collister Road/State Street intersection modifications, which include a sidewalk and bicycle lane. The shared use path connecting to the Glenwood stations to the west and the Whitewater station to the east would transition to sidewalks and bicycle lanes that connect to a redesigned Collister intersection. The onstreet bicycle lane would transition back to a multi-use path behind the stations to minimize bus/bicycle conflicts at the station area.

The concept suggests improved crossings on State Street to allow for safer and more convenient crossings for pedestrians, including transit users making a connection. The Wylie/ Sycamore intersection is particularly important because it is adjacent to the future stations and it would be the only signalized intersection within approximately a quarter mile of the station. The station concept includes:

- Creating a shared street between future commercial development and multifamily residential housing north of State Street and west of a realigned Sycamore Street to provide access to businesses and residential uses;
- Landscaping and street trees to provide a noise buffer and sense of enclosure along the sidewalk, while creating a green border for cyclists and motorists;
- Improved bicycle connectivity to increase options for cyclists to access or travel through this station area along multiple routes.

5 TIER 1 STATION AREAS

STATION CONCEPT

The Collister Drive station area concept integrates two station pairs with interconnected land uses and adjacent green spaces creates, live, work, and recreate. The Collister station area is a neighborhood activity center. Continuing investment, rehabilitation of key buildings, additional housing and retail, and maintaining the viability of existing community services such as the library will differentiate this station from the other three Tier 1 stations along the corridor.



Sustainable building systems, such as green roofs and solar power, reduce environmental impacts

Consolidating access to businesses reduces the number of curb cuts, which is safer for all modes of travel

Setbacks with landscaping for buildings along State Street provide separation from fast moving traffic and noise

Street trees (median and along the sidewalks) provide shade, soften the street environment, and slow traffic



Infill mixeduse buildings help frame the road and hide parking lots

Infill development can be located on existing parking lots Creating perpendicular or parallel pedestrian streets on larger lots encourages walking and active ground floor land uses like restaurants and local retail Connecting existing neighborhoods with sidewalks and low stress bicycle routes increases access to services and transit

A multi-use path provides curb separation from vehicular traffic, providing a safer environment for pedestrians and cyclists

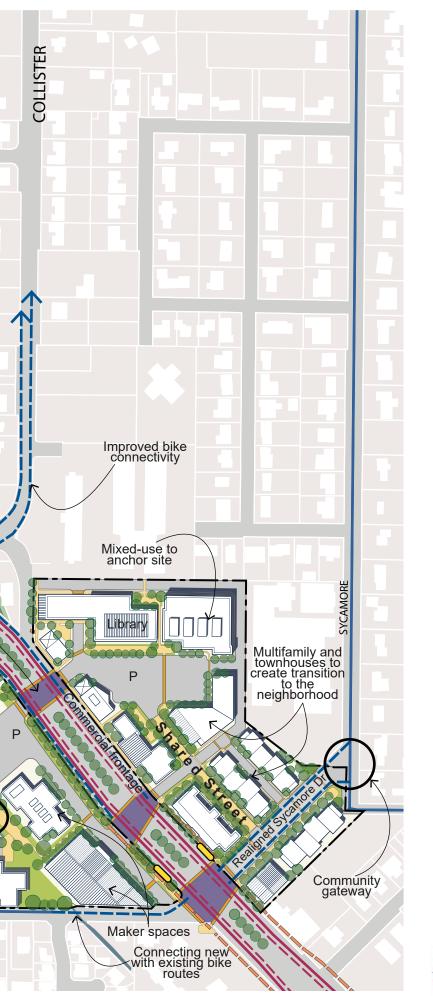
Parking is shared for all uses to maximize utilization Existing bicycle lanes and sidewalks transition to a multi-use path at the future intersection

Multifamily housing, townhomes, and other types of residential uses near the station increase housing options Stations are placed at intersections to ease pedestrian access across State Street



FIGURE 12 COLLISTER STATION CONCEPT







URBAN DESIGN CONCEPT STATION CONCEPT

COLLISTER DRIVE STATION AREA

EXISTING CONDITIONS



Opportunity Areas



Bicycle Routes

Lake/ Canal/ Waterbody

Transit Routes

PROPOSED CORRIDOR UPGRADES



BRT Station Locations



BRT Alignment

Intersection Improvements

Bicycle Lane Improvements

Multi-use Path







FIGURE 13 COLLISTER STATION CONCEPT

GLENWOOD STATION AREA

Glenwood Street/Gary Lane is a major crossroads that connects State Street with destinations across the Boise River to the south and foothills to the north. The north side of State Street is within the city of Boise, while the south side is within the city of Garden City. Currently Glenwood is the terminus of VRT Routes 9 and 12 with stops at Saxton Street and State Street.

CONTEXT

The Glenwood station area is a mix of older large format retail and newer apartments with locally serving retail, a grocery store, movie theatre, several restaurants, and a several "big-box" retail stores. This area has the largest number of existing residents who might take advantage of transit in the short term. Since 2013, significant residential growth has occurred outside of the immediate station area. Three- to four-story residential buildings were constructed between 2014 and 2017 west of Gary Lane and north of State Street. This recent development makes this station well positioned to transition into a mixed-use hub.

The Glenwood station area provides unique entertainment and services, including the grocery store and theater, both of which are draws for the community well beyond the neighborhood. The majority of the commercial buildings in the northeast quadrant have recently undergone facade renovations, improving the appearance of the older buildings. Building off of these amenities is an important consideration as part of a larger station area concept. Wellknown local and ethnic restaurants attract Boise residents from considerable distances, although several vacant store fronts are interspersed with successful businesses.

Glenwood Street provides excellent connectivity to the larger region. Glenwood Street is one of three streets that crosses the Boise River between Downtown Boise and the city of Eagle. Glenwood Street connects Garden City and Boise to the Boise River Greenbelt, River Pointe Park, Western Idaho Fairgrounds and Memorial Stadium, eventually connecting to Chinden Boulevard (US-20/26) and Capital High School. This major roadway provides opportunities to connect to the future BRT line, whether by foot, bicycle, or other transit lines.

Surface parking and impervious surfaces dominate the station area. Drive aisles with direct access to State Street and deep building set-backs create unpleasant and unsafe walking conditions. Surrounding residential development is largely cut-off from State Street and existing commercial services. Strip commercial and large format retail uses at three of the four corners result in long block lengths that require pedestrians and cyclists to navigate large parking lots or walk or ride on narrow sidewalks immediately adjacent to fast moving traffic. The number of driveways and curb cuts creates an intimidating environment for people walking and biking and is generally dangerous for non-motorized users.



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ZONING AND DESIGN

The Glenwood station area (both station pairs) are located within Boise north of State Street and Garden City south of State Street. While two jurisdictions regulate land uses in this station area, zoning is similar in both jurisdictions in this location. Implementing the Transit Station Overlay, as described for the Whitewater station area, should be considered by both cities. In addition to implementing a Transit Station Overlay, consider the following:

- Review parking requirements to right-size parking in these areas. As applicable, consider implementing parking management programs to manage parking across the diverse number of uses (see Chapter 4 for possible parking management options). Managing parking will be an essential element of future redevelopment;
- Require plaza or other public gathering locations as part of future redevelopment. The area lacks open space and without

specific plaza requirements, there will be little open space in the vicinity of new development;

- Require a street network to be developed as part of future development, including increasing connections to existing neighborhoods.
 Parcels, particularly south of State Street, are large enough to accommodate a street network that includes both pedestrian and access streets to provide better multimodal connectivity. Chapter 4 provides block length recommendations to consider for the future street network.
- Consider implementing a maximum floorplate for commercial uses to reduce the prevalence of large format retail immediately adjacent to stations.

Like the Whitewater station area, the Glenwood station area is large enough to accommodate a number of land uses. The location is also a highly visible area and could be developed into a mixed-use activity area. Zoning and site



design guidelines can encourage a more pedestrian-friendly development pattern.

STATION LOCATION RECOMMENDATIONS

The station area includes two pairs of BRT stations, one pair located near a new north/south Main Street (located at the existing Northgate Mall entrance) at a new signalized intersection east of Glenwood and part of the Median U-Turn option. Another pair of stations would be located near the State Street/Saxton Street intersection where the Median U-Turn option would reorganize access at the existing signalized T-intersection.

• Eastbound: Saxton intersection - This station would be located in a future right turn lane that could be jointly developed with the existing Walmart superstore or as part of the larger intersection project ITD and ACHD may be undertaking in the future. The new "Main Street" intersection station is shown as in-lane station far side of the intersection.



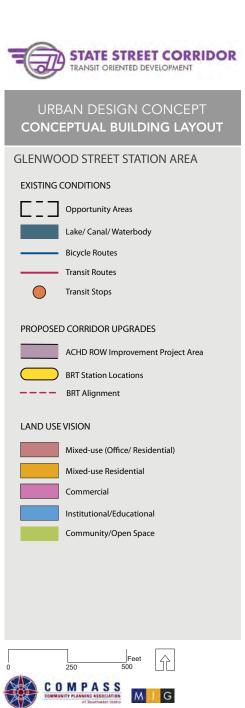
photos (left to right)

A public plaza between new developments creates an attractive pedestrian space

Considerations should be made to reduce the prevalence of large format retail with parking lots in front of buildings immediately adjacent to stations

A pedestrian street closed for a festival





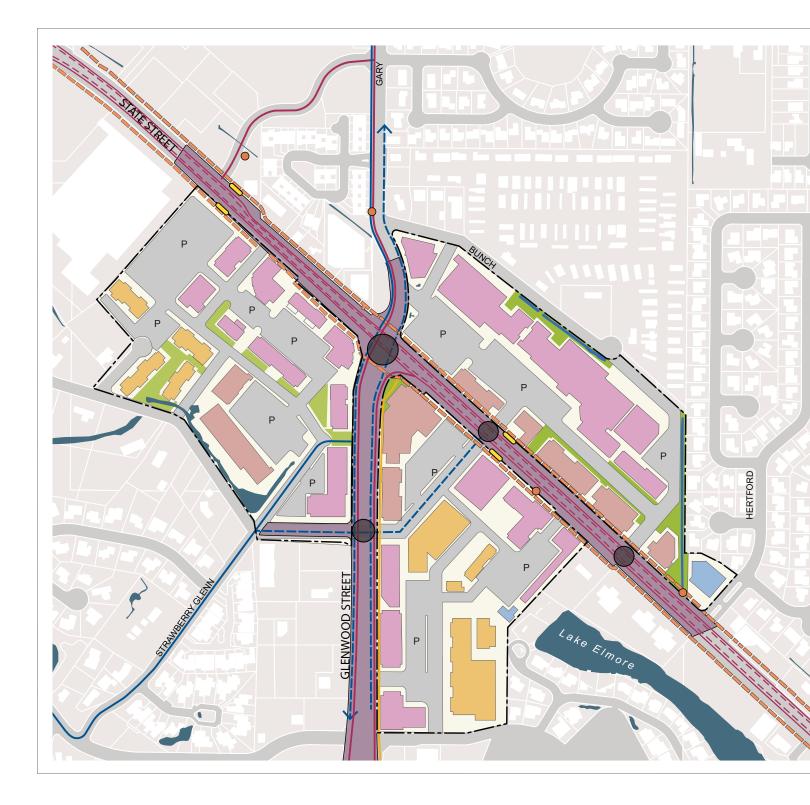
• Westbound: New "Main Street" intersection the station is shown as in-lane station nearside of the intersection. The Saxton Street station is shown nearside of the intersection in a potential future right-turn lane that could be accommodated in the existing or acquired right-of-way, which would function as a bus pullout without requiring additional right-ofway and could be designed to help buses move more quickly through the intersection.

These connections provide access to residences and businesses on both sides of State Street by taking advantage of the two signalized intersections in the immediate vicinity of the station.

land uses and urban form

The Glenwood Station concept takes advantage of existing community amenities and services, reducing the scale of large parking lots, providing a more walkable urban environment, and creating new development opportunities. North of State Street, surface parking lots are reorganized to create a street environment that encourages new retail and mixed-use development; townhomes and apartments increase housing options, foot traffic, and the demand for transit.

The amount of impervious surface in the Glenwood station area provides opportunities for infill commercial, office, and housing. Creating a semi-gridded street network integrates smaller development pads into the existing large lot development pattern. The new street grid includes landscaping along streets and provides walkways (in addition to vehicle mobility) that will create a more walkable and inviting station area.



| - | TRANSIT ORIENTED DEVELOPMENT | |
|--|------------------------------------|--|
| URBAN DESIGN CONCEPT CONNECTIVITY & AMENITIES | | |
| GLENWOOD STREET STATION AREA | | |
| EXISTING CONDITIONS | | |
| _ | Opportunity Areas | |
| | Lake/ Canal/ Waterbody | |
| | Bicycle Routes | |
| | Transit Routes | |
| | Transit Stops | |
| | | |
| PROPOSED | CORRIDOR UPGRADES | |
| | ACHD ROW Improvement Project Area | |
| \bigcirc | BRT Station Locations | |
| | BRT Alignment | |
| | Bicycle Lane Improvements | |
| | New Multi-use Path | |
| | Improved / Signalized Intersection | |
| LAND USE VISION | | |
| | Mixed-use (Office/ Residential) | |
| | Mixed-use Residential | |
| | Commercial | |
| | Institutional/Educational | |
| | Community/Open Space | |
| | | |
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| 0 | Feet | |
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MULTIMODAL CONNECTIONS

An important aspect of the Glenwood station area concept is providing safe bicycle and pedestrian connectivity to the stations from existing residential uses while maintaining access to existing businesses. ACHD's future mobility improvements to the State Street Corridor will increase the number of signalized intersections along the corridor, a critical factor in reducing barriers for cyclists and pedestrians. Key elements of the multimodal system include:

- Continue the multi-use path concept from the Horseshoe Bend station area through the Glenwood station area. This will require access management measures along State Street, much of which is already incorporated into the Median U-Turn concept;
- Reorganize parking areas to provide focused access points and internal circulation networks to reduce the need for additional curb cuts and drive isles;
- Interconnect bicycle routes to enhance connectivity for cyclists, especially with a direct linkage along Glenwood Street to the Boise River Greenbelt and destinations to the south;
- Place "branded" corner buildings at major street intersections near the stations along State Street, with dedicated greenspace and street trees to create the sense of arrival at a gateway and visual cues for the transit neighborhood.



STATION CONCEPT

The Glenwood Street Station serves as a crossroads and gateway to the Boise River and foothills, offering convenient shopping, employment, entertainment and housing, all within an interconnected, green, transit-oriented neighborhood. This station concept builds off of the recent improvements to the business facades on the north side of State Street, while reimagining what the south side of State Street might look like if a smaller block pattern and "Main Street" design replaced the existing large format retail in the area.

This concept incorporates the Median U-Turn intersection option, the preferred option identified through a joint ACHD and ITD intersection study project. Final approval of the preferred option is still required by ACHD Board of Commissioners. Utilize flat rooftops for solar energy production

Strengthen corners with buildings that frame entry points

Use street trees to provide shade and soften the street edge

Provide multi-use paths along State Street



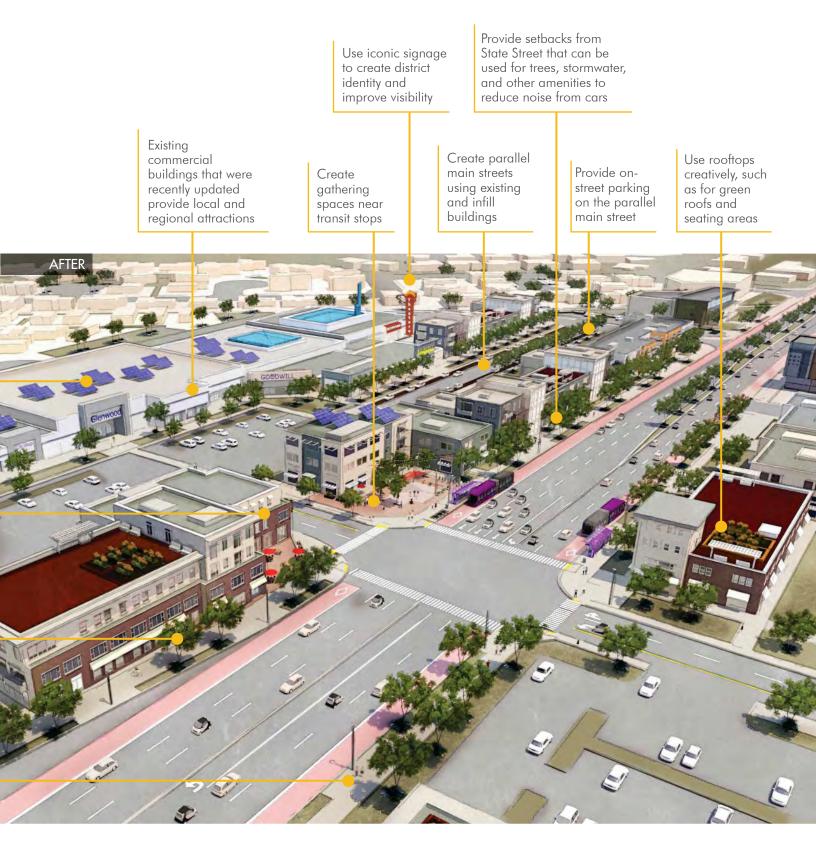
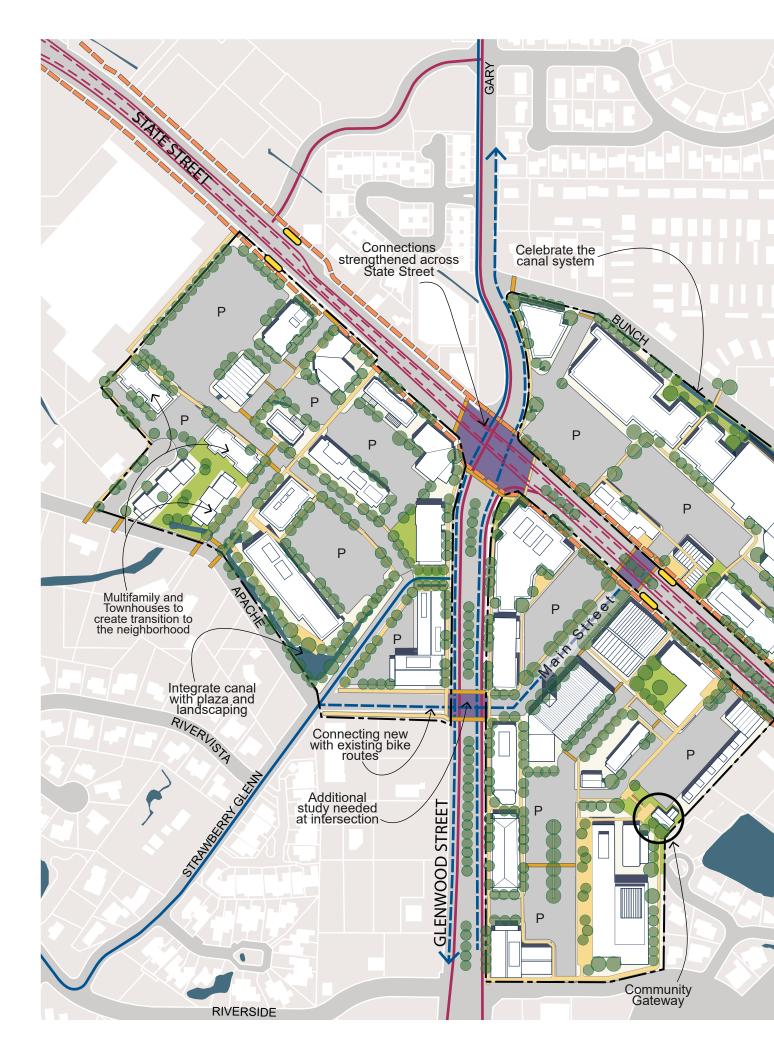
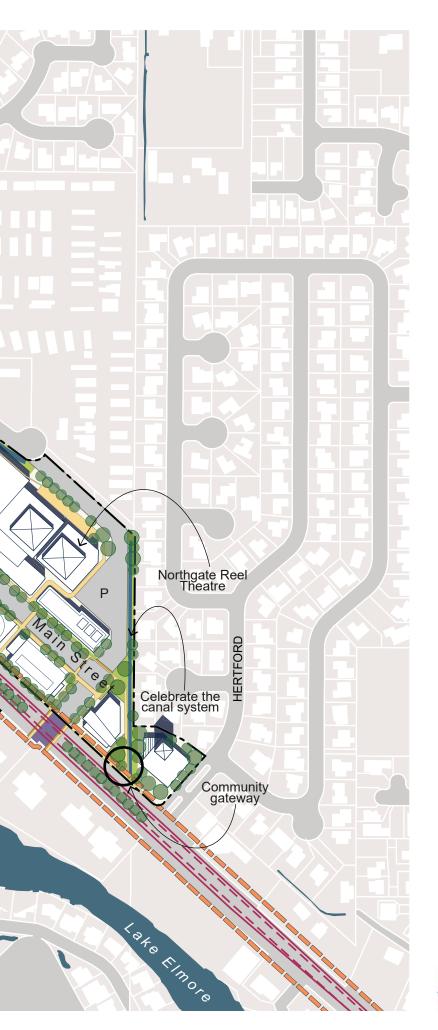


FIGURE 14 GLENWOOD STATION CONCEPT







URBAN DESIGN CONCEPT STATION CONCEPT

GLENWOOD STREET STATION AREA

EXISTING CONDITIONS



Opportunity Areas



- Lake/ Canal/ Waterbody
- Bicycle Routes
- Transit Routes

PROPOSED CORRIDOR UPGRADES

- **BRT Station Locations**
- ----
 - BRT Alignment



- Intersection Improvements
- Bicycle Lane Improvements
- Multi-use Path









FIGURE 15 GLENWOOD STATION CONCEPT

HORSESHOE BEND STATION AREA

Horseshoe Bend Station is located at the western extent of the corridor, the only Tier 1 station in the city of Eagle. North Horseshoe Bend Road is just east of the State Highway 55/State Street intersection that serves as a major linkage to outdoor recreation destinations north of the Treasure Valley, including the Payette River and McCall, Idaho. The cities of Eagle, Boise, and Garden City each have land use jurisdiction in the station area.

CONTEXT

To the south of State Street, North Horseshoe Bend Road provides access to St Luke's Eagle Medical Plaza and connects to existing and future commercial development and residential neighborhoods to the south. The roadway transitions to a much smaller



neighborhood street where homes have direct driveway access to the street. While there are sidewalks in the immediate vicinity of the intersection with State Street, there are opportunities to better connect adjacent neighborhoods to the south by adding sidewalks and wayfinding signage to connect to the Boise River Greenbelt trail system.

In addition to the medical facilities, there are major retailers such as WinCo Foods and Home Depot on the north side of State Street that create a regional draw as well as smaller commercial uses adjacent to State Street. On the hospital site, there are opportunities for additional infill development to support hospital or health-related businesses adjacent to State Street and the BRT station. Surface parking lots and underdeveloped parcels on the northern side of State Street offer opportunities to create a more defined gateway to Eagle with the addition of mixed-use development.

East/west connectivity in the area is limited, due to very large lots, cul-de-sacs, dead-end streets, and former aggregate mining pits that are now ponds. Future development will need to consider smaller block lengths and pedestrian and/or bicycle mid-block crossings to improve non-automobile access and circulation.







ZONING AND DESIGN

Three jurisdictions regulate land use within the Horseshoe Bend Road station area, making it challenging to create a cohesive station area from urban form and zoning perspectives. Ideally the municipal standards would be complimentary with one another with the goal of encouraging mixed-use development. Implementing the Transit Station Overlay by all jurisdictions would provide some consistency in permitted uses and design. The following are recommendations for each jurisdiction:

 Within the city of Eagle, implement a Transit Station Overlay to permit mixeduse and limitations on locating drivethroughs and gas stations within the station vicinity. Permitting mixed-use at the station is not assumed to compete with uses permitted in the Central Business District, but would provide some flexibility in how infill development occurs adjacent to the station. On the south side of State Street, these uses are already permitted within the Mixed-Use District (MU), which implements many of the recommendations described in Chapter 4.

- Within Garden City, implementing the Transit Station Overlay supports many of the zoning and development requirements that are already part of the City's development code. Garden City allows a mixture of uses, including multifamily, with taller maximum height allowances (up to 72 feet).
- Within the city of Boise, implement the Transit Station Overlay to permit additional development types. Much of the land with the City of Boise's jurisdiction is zoned for residential uses (R-1C), which require a minimum 5,000 square foot lots. Given the size of existing parcels, rezoning areas adjacent to State Street in the vicinity of the station to allow more diverse housing options such as townhomes and cluster housing would provide





more housing options in the vicinity of the station without significant impacts to the existing single-family residence development pattern.

STATION LOCATION RECOMMENDATIONS

The Horseshoe Bend station includes one pair of stations:

- Eastbound: Located on the western side of North Horseshoe Bend Road and adjacent to St. Luke's Medical Plaza, this station is shown in the right-turn lane on State Street, which would function as a bus pullout without requiring additional right-of-way and could be designed to help buses move more quickly through the intersection. The station will provide an easy connection to those visiting Saint Luke's and supporting offices.
- Westbound: Shown just west of Horseshoe Bend Road in a pullout. The station is predicated on the removal of the free right turn lane

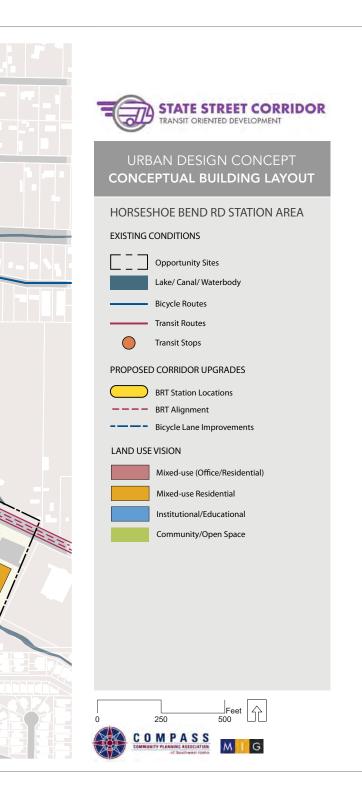
photos (left to right)

An example of a mixed-use development

Contemporary townhomes

An example of multifamily housing





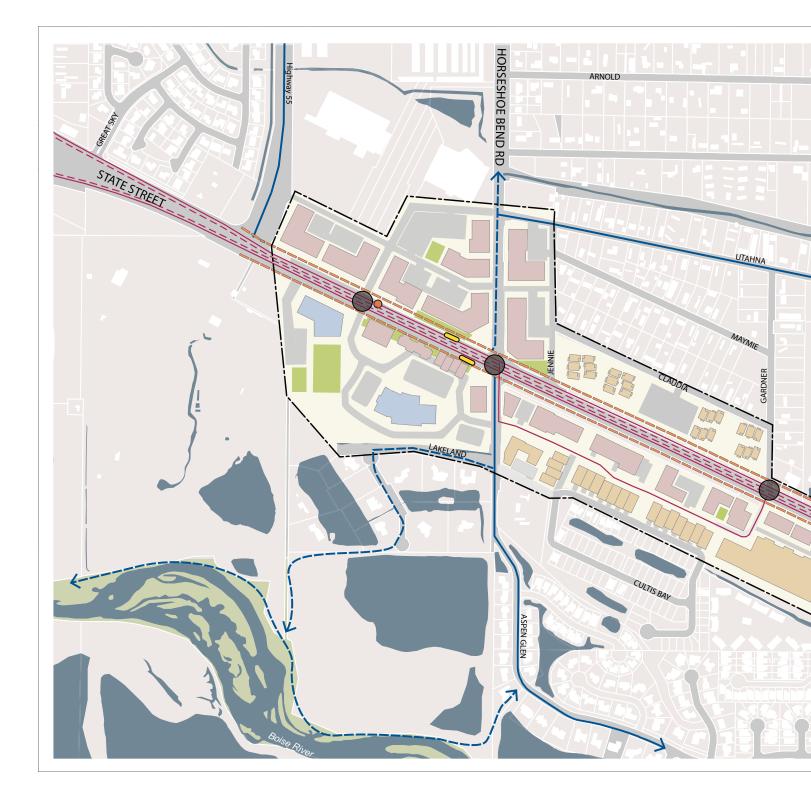
from North Horseshoe Bend Road to State Street. The roadway change would provide development opportunities at the corner of the intersection and improve the potential for gateway signage for the city of Eagle.

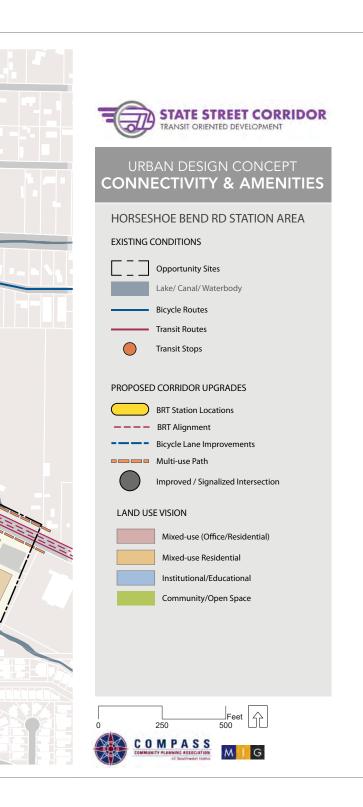
land uses and urban form

Multistory buildings in proximity to but not immediately on State Street, create a more defined station area and sense of enclosure from the street. New landscaping softens State Street and provides shade to support a more walkable, green, and inviting setting at this gateway to Eagle. Buildings are set back slightly from State Street to allow for additional vegetation to buffer noise from the vehicular traffic on the corridor. Off-street parking is located behind buildings and away from State Street to reinforce the presence of businesses and increase visibility.

In the northeast quadrant, auto dependent uses transition into mixed-use development. Existing single-family residential development along State Street incorporates cluster housing or town homes to provide more housing options. Housing and additional retail create a station area that is designed for living and working, with nearby medical services and close access to transit.

South of State Street, St Luke's Medical Plaza becomes a community hub with sports facilities to the west of the existing building, providing amenities to serve future development to the west. This area is well connected and will provide a fun and easy to reach destination for kids and families, with convenient connections for biking and walking. Increased housing options such as new townhomes and live/work spaces off of State Street will generate more foot traffic and transit demand.





MULTIMODAL CONNECTIONS

The future station area concept improves connectivity for all modes of travel, especially for pedestrians and transit users. Interconnected walkways will allow for a safe and direct connection between uses and destinations. While the existing land uses are maintained, the station concept creates a stronger block pattern in the northwest quadrant. The smaller grid consolidates routes for motorists and adds sidewalks, street trees and other amenities to make the area pedestrian friendly.

As with other Tier 1 station locations, State Street includes median plantings, provided the plantings can meet visibility (e.g. clear zone) requirements. The landscaping and vertical clues calm traffic and soften the visual impact of the corridor. Safer connections for pedestrians are essential for transit accessibility. The Horseshoe Bend station is connected to other stations and the larger network via a continuous landscaped multi-use path along State Street that continues to Glenwood Street. This path should also connect with existing proposed bicycle lanes along North Horseshoe Bend Road to link with the Boise River Greenbelt to the south and the sports complex and foothills to the north of State Street. New bicycle lane improvements will enhance connectivity to the west and south to the Greenbelt.

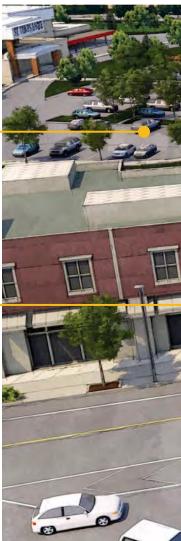


STATION CONCEPT

The Horseshoe Bend Road station area will evolve as a compact and mixed-use transit neighborhood and gateway to Eagle, with walkable tree-lined streets and convenient connections to transit, the foothills, the Boise River Greenbelt, and adjacent shopping and residential neighborhoods.

> Keep parking internal to a site rather than at the front of the street

Position buildings at corners to frame the edge of the intersection



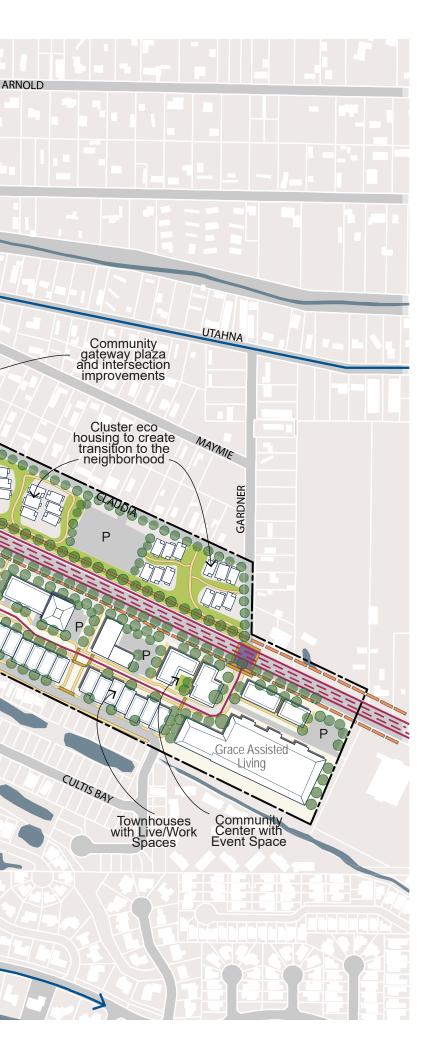
Infill existing parking lots with mixed-use offices Where possible, use right-turn lanes for stations to reduce impacts to through movements

Remove free right turn lane to improve pedestrian safety Create landmark sign to identify entry points in a community or district



FIGURE 16 HORSESHOE BEND RD STATION CONCEPT







URBAN DESIGN CONCEPT **STATION CONCEPT**

HORSESHOE BEND RD STATION AREA

EXISTING CONDITIONS



Lake/ Canal/ Waterbody

Opportunity Areas

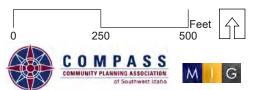


- **Bicycle Routes**
- **Transit Routes**
- **Transit Stops**

PROPOSED CORRIDOR UPGRADES

| BRT Station Locations |
|-------------------------------|
| BRT Alignment |
| Intersection Improvements |
| Bicycle Lane Improvements |

- **Bicycle Lane Improvements**
- Multi-use Path







IMPLEMENTATION

CONTEXT

State Street is a key corridor linking thriving downtown Boise with fast-growing neighborhoods and communities to the west. The corridor provides a regional and local linkage between a stretch of properties that stand to benefit from the addition of well-designed public transit investments. Transit benefits are likely to occur regardless of intensive changes to land uses along its length; however, improvements to safety, pedestrian environment, to air-quality and transit travel time as well as increased frequency will encourage new patrons to try VRT services.

TRANSIT AND DEVELOPMENT

To realize the full positive potential of transit investment, those transportation upgrades need to be integrated with a development landscape that is consciously geared towards taking advantage of transit. When new development and redevelopment can be oriented to transit, even by degree, it encourages a virtuous cycle – funneling value into existing properties while putting new potential riders (workers and residents) in better position to make use of that same transit.

SETTING EXPECTATIONS

The State Street corridor faces a number of imposing challenges for development. The roadway is a diagonal arterial laid upon a largely horizontal grid, carving a relatively narrow urbanized swath bounded by steep foothills to the north and Boise River to the south. Three municipal jurisdictions border or encompass the street, while two other jurisdictions, ACHD and ITD, own rights-ofway and control the roadway infrastructure for various stretches of the corridor. Much of the historical development along State Street has been piecemeal, with new and different approaches to the various constraints over time, resulting in oftenunrelated development patterns. Aside from the major redevelopment potential of the Idaho Transportation Department (ITD) should they relocate their 45-acre operation to another site, and several large undeveloped parcels south of State Street in Garden City, ownership patterns are diverse with redevelopment opportunities relatively scattered and at a smaller scale.

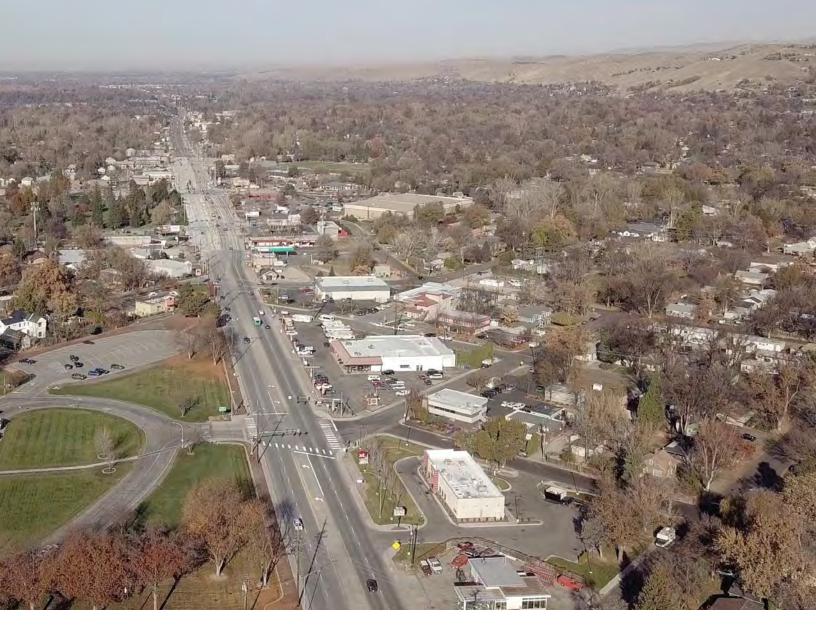
In spite of these challenges, the proposed transit investment on State Street has the potential to help refocus future development around a vital spine with a fresh approach to how corridor land uses can interrelate. An upside for the corridor would be an ambitious redevelopment of the ITD parcels as already contemplated in the **30th Street Area Master Plan**. Mixed-use activity center design and uses would set an inspirational example for how the corridor's smaller opportunity sites could leverage the placemaking potential of enhanced transit service with a well-executed web of supportive streetscape, trails, station facilities and wayfinding. The possibility of "bookending" ITD redevelopment with development in the western sections of the corridor and a new orientation to diverse, compact, walkable places would go a long way towards ensuring a gradual positive transformation of the corridor.

DESIRED OUTCOMES

A more complete description of general desired outcomes for the corridor's transportation system and supporting urban design elements can be found in the preceding chapters of this report. The discussion below recaps many of those descriptions, focusing on elements related most closely to TOD.

CORRIDOR-WIDE

- Safe, comfortable and user-friendly movement to and from the primary transit elements and across corridor destination points via improved trails, connections and crossings.
- Development and redevelopment that respects corridor-wide transportation and landscaping elements to create an attractive and approachable development pattern. This includes focusing on building and window orientation, lighting, safety measures, art and architecture.



 Improved coherence of State Street as a recognizable, distinct and desirable place through consistent facility design elements (i.e. look and feel of paths, trails, and wayfinding/signage).

AT STATION AREAS

 New development and redevelopment oriented to State Street itself and the transit facilities. This should entail not only physical orientation – alignment of entrances, windows and signage – but also transit-supportive characteristics like compactness, diversity of uses ("complete neighborhoods)," and intuitive physical transitions from private uses to public transit and supporting connections.

- Innovative and inspiring new developments that are both successful in and of themselves and are capable of catalyzing and shaping other development, in part by setting the tone for how to leverage the value of transit.
- Parking near stations should not interfere with transit operations or pedestrian or bicycle facilities. Parking should not separate the transit station from adjacent development but should be designed to make it easy for transit, pedestrian and cyclists to access the development.

HOUSING TERMS & CONCEPTS

Housing affordability refers generally to the ability of area residents (or prospective residents) to pay rent or mortgage payments on available housing in a given market – often measured as a ratio of median household incomes to median home prices (or rents).

Affordable housing is a policy term used to describe a suite of approaches to lowering rents and/or home prices through subsidies and finance mechanisms to make them more affordable to wouldbe residents. Most of these programs are intended to reach households at or below 80% of area median income as defined by HUD and housing costs should be no more than 30% of gross income. Over the past few years HUD has conducted studies that have defined housing affordability criteria to include transportation costs as well as income.

Mixed-income housing simply blends market-rate (unrestricted rent/price) units with units that are affordable (rent/price restricted) within a single project or area.

Mixed income development is an intentional strategy that includes multiple sources of financing to provide a range of price points while still delivering a quality product to the target markets (market rate and affordable).

MIXED-INCOME HOUSING OPPORTUNITIES

Expanding the range of price and rent offerings for homes and apartments is critical to TOD success, directly supporting increased ridership and helping to fuel retail demand with increased rooftop density. Housing that is affordable to workers at prevailing local wages is a desirable outcome up and down the corridor, but key station area redevelopments (like the ITD site) may be the most likely locations for making a meaningful dent in the growing demand for affordable housing.

None of the studied station areas are good candidates for a development strategy focused exclusively or even predominantly on affordable housing. Instead, the most desired outcome, strategically, is successful mixed-income development integrated into TOD environments that also feature nonresidential development components.

When the market alone is not ready to respond to development opportunities, affordable housing tools along with a combination of other public incentives are often called upon to help attract a broader market that includes diverse income levels (more below market and affordable rental or homeownership options). Because many of these tools and incentives overlap with the types of policies and general funding approaches likely to be called upon for promoting development in general, the implementation steps below do not include a separate housing-focused action item.

CORRIDOR-WIDE TOD IMPLEMENTATION ACTIONS

The "levers" available to public sector partners are generally limited to 1) allocating (limited) local public spending, 2) marshaling non-local funding sources (typically State or Federal) through grants and related programs, and 3) making changes to the local regulatory and policy environment. To best encourage desired private sector development activities, any spending-related actions should either reduce certain private-sector costs or increase potential development revenues. Regulatory changes can increase potential revenues (i.e. by allowing higher densities or greater development flexibility) or may provide guidance by prohibiting certain land uses and development forms that are incompatible with the overall plan.

To that end, the following appear to be the most potentially helpful public sector actions for furthering the aforementioned desired outcomes:

Incorporate design and density guidelines at station areas that encourage compact, human-scale development with a mix of land uses. Recommended urban design guidelines are included in Chapter 4.

Create one or more Urban Renewal Districts to allow Tax Increment Financing

(TIF). TIF generates a source of funds that can be used by a municipality's urban renewal authority within a designated district. While many of the other tools and approaches in this list are actions that can be taken by drawing on public funds, TIF is itself a funding source and is one of the most common sources of funding for local redevelopment and TOD projects in the country.

TIF funds can be used by the implementing agency to help fund infrastructure and public realm improvements; site acquisition, assembly, and disposition; targeted grant and loan programs; parking; staffing; and other efforts that spur private investment. In cases where planned projects are expected to generate reliable increases in taxable property value, that expected future incremental revenue stream may be used as a basis for issuing bonds to fund infrastructure investments.

CCDC, Boise's urban renewal agency is studying whether to form an urban renewal district along State Street; the agency has largely completed the first step of documenting the eligibility conditions for such a district in the corridor. The availability of TIF funding would have a significant impact on the ability of CCDC to take the type of actions included in this list. The actions remaining to initiate this priority item are:

- Complete current eligibility study (anticipated to be in May 2019)
- Complete an Economic Feasibility Study
 to determine anticipated revenue
- Complete an Urban Renewal Plan that will synthesize and format the completed State Street planning

work into a Redevelopment/ Capital Improvement Plan

• Formally create the urban renewal district

Note that while Boise's CCDC is currently the furthest along in exploring an urban renewal district along State Street, the potential remains for urban renewal authorities in Eagle and Garden City to create complementary districts in portions of the corridor falling in those municipalities.

Create a staff team that is focused on State Street. It will be critical to create a team that is responsible for the coordination of all development plans and funding to include public agencies (Cities, ACHD, CCDC, COMPASS, VRT, ITD) and private development activities along the State Street corridor. Action items include:

- Formally designate a coordinating body
- Assign a team lead
- Assign support staff
- Assign one or more staff to be the quarterback or point person for transit-oriented development in the State Street Corridor.

Allocate staff time and resources to assist nonprofit and for-profit developers. In development, time is money. If the time and complexity required for project approvals can be streamlined, the desired transit oriented development can become more

attractive. Streamlining can be achieved through zoning and other codes that are clear and predictable (covered above), and through assistance by public-sector officials to ensure that entitlements (design review approvals, building permits, certificates of occupancy, and other required approvals) are awarded efficiently. An action item could be:

 Prioritize (through training and/ or assignment of time) the entitlement and process assistance functions of existing City staff(s)

Prioritize and redirect existing general fund and Capital Improvement Plan

resources. Capital Improvement Plans (CIPs) defined by cities, counties, service districts (such as special parks or utility districts), transit agencies, and others, are often the first place to look for the resources to support infrastructure investments. Non-capital repair and maintenance of the full complement of infrastructure items necessary to support successful transit and TOD is often largely funded through existing general funds.

Public partners, including the cities of Boise, Garden City, and Eagle, along with Ada County, ACHD and ITD may be able to direct available resources through general funds and Capital Improvement Plans. These can help defray the costs associated with constructing and maintaining complementary facilities and spaces like street crossings, sidewalk improvements, landscaping, parks, bicycle lanes, etc.

Pursue grants and low-interest loan programs for State Street. Improvements and repairs to interior and exterior building elements and facades can significantly increase TOD and curb appeal of projects near transit. Grants and loans could be provided to incentivize the addition of new, pedestrian-oriented features such as awnings, small plazas, landscaping, signage, etc. There are significant limitations on the types of grants and loans that can be made by public sector agencies to private property owners in the State of Idaho. Some agencies have used CDBG (federal block grant) and TIF funds; CCDC has used a "facade easement" agreement when utilizing TIF funds and may focus on designated historic buildings.

Assemble sites and implement land "write downs" as warranted to spur

development. Cities, redevelopment agencies, and other public agencies may acquire and "assemble" multiple contiguous sites to bring to market a site that is larger or more logically shaped for development. Such acquisition and transfer can be a valuable tool to help bridge financial gaps for prospective developers in cases where residual land values for desired uses do not support assembly costs without subsidy.

Prepare sites for development; conduct demolitions, utility improvements, etc.

Agencies may conduct related activities such as the demolition of underutilized buildings on site; lot line adjustments or subdivisions; "site preparation" due diligence such as site-specific geotechnical or environmental reports, etc. The purpose of these actions is to prepare sites for development and eliminate as many obstacles or questions about development feasibility as possible.

Public agencies may use their dedicated funds (such as TIF or, in more limited cases, certain general funds or capital improvement plan funds), and/or seek grants or low-cost loans from higher levels of government to absorb costs, such as demolition, environmental remediation, and geotechnical/structural issues linked to site conditions such as soil bearing, engineered caps, flood protection, and wetlands.

Secure funds from grant programs and local levels, including the Community Development Block Grant Program (CDBG) and HOME at the federal level and the Neighborhood Improvement Fund (NIP). The City of Boise uses federal CDBG funds to stimulate economic development, typically through low interest business/housing loans. CDBG funding targets communities that are predominately moderate to low-income. HOME Investment Partnership (HOME) funding serves housing projects that are 80% of Area Median Income or below.

The Neighborhood Investment Program (NIP - formerly Neighborhood Reinvestment Grants) is a partnership between the City of Boise and City registered neighborhood associations. The program funds neighborhood plans and small capital construction projects

IMPROVEMENT DISTRICTS

Local improvement districts (LID) and business improvement districts (BID) are among a growing list of arrangements for structuring the financing of local spending projects. They differ in the types of projects they are allowed to fund (capital, operations, long- versus shortterm) and governance structures. The common thread, typically, is a negotiated means of self-assessment across property or business owners in a bounded district to fund projects and activities that are mutually beneficial to the payors.

While there may be future opportunities for one or more selfassessed improvement districts on State Street, the environment is not yet ripe. Successful district formation is very political and depends heavily on an existing sense of shared needs and potential shared benefits from distinct spending items. Properties currently arrayed along the corridor are not, as yet, organized into distinct logical districts. Development of transit and related placemaking efforts should help ready the ground for such tools.

to help enrich the lives of Boise citizens, enhance the identity and quality of life in neighborhoods and encourage a strong sense of community. The program also funds mini-grants to support neighborhood communication and community-building.

Connect developers with New Market Tax Credits, Low Income Housing Tax Credits and other related programs.

Established in 2000, the New Markets Tax Credit (NMTC) Program offers tax credits to attract private investment into low income communities, with the goal of spurring economic growth and job creation. Borrowers make equity investments through a specialized financial intermediary called Community Development Entities (CDEs). The NMTC Program allows borrowers to benefit from below-market interest rates. higher loan-to-value ratios, and longer loan maturities. Applying for NMTC is a competitive process where funds are allocated by the Community Development Financial Institutions Fund (the CDFI Fund) under the U.S. Department of the Treasury.

Qualifying Entities receive a tax credit against their federal income tax for a total of 39% of the original investment amount and is claimed over a seven-year period. Unless renewed by Congress, New Market Tax Credits are set to expire on December 31, 2019. As it pertains to housing, CDEs can develop or rehabilitate for-sale housing units (no income limitations), as rental residential if 20% of developed units are affordable based on 80% area median income (AMI), or as mixed-use development with 20% or more from commercial revenue (thusly not depreciable as a residential rental property).

Between 2003-2018, Idaho has received \$160.2 million in NMTC allocation and leveraged an additional \$45.8 million from other sources to support economic revitalization projects.

BROAD IMPLEMENTATION GUIDELINES

The following action items are less discrete than the previous steps, but instead apply as overarching elements:

CREATE A DEVELOPMENT OPPORTUNITY FUND

There may be an array of different potential funding sources and mechanisms available for a TOD project. If public sector team members and staff identified above can wrangle and organize those various sources, to the extent possible, into a single private sector-facing "Development Opportunity Fund," the resulting simplification would be a major cost-saver for prospective development partners.

FOCUS ON SPECIAL CATALYST SITES

Whether directing local spending, organizing outside funding or tailoring regulatory changes, public partners can help ensure efficiency and maximum effect by focusing on those sites with the best potential for TOD "early wins". These include properties owned by public agencies (ACHD and ITD), institutions (St. Luke's), property owners with both financial and non-financial goals (e.g., churches), subdivided land that is "development-ready," and underperforming commercial properties.

TAKE ACTION, INCREMENTALLY

A great TOD district doesn't happen overnight but can be built in steps over a reasonable longer-term time line. The Orenco Station in the Portland suburb of Hillsboro was featured in the project Market Analysis as an example of how incremental steps, implemented over a 20-year span, can result in a very successful station-area TOD district.

STATION SPECIFIC IMPLEMENTATION ACTIONS

Each Station area is different and faces different development challenges and opportunities. To stimulate TOD and attract appropriate mixed-use/mixed income catalyst development, each station area would benefit from the following coordinated planning process:

- Engage with the surrounding community in the development planning process, particularly for proposed multifamily housing recommendations
- Offer an opportunity for the community to re-imagine itself without unconscious displacement and gentrification

- Educate owners to evaluate the value and potential of their property
- Engage with developers to
 understand a city-led RFP process

WHITEWATER STATION

Whitewater should be the first priority for master planning and issuing development RFPs within the next year. This site has the greatest potential to initially serve the most diverse population (market rate, moderate, low income) by including a broad range of housing types (single family, townhomes, multifamily over commercial).

POTENTIAL PROCESS

Idaho Statute 58-335A describes how a potential disposal of ITD property would occur if the site is determined to be a surplus property. The statute states that " in no case shall a property be sold or exchanged for a value less than that established through the appraisal process..." Further, if property is sold or exchanged for less than the appraised value, it must be used for a public purpose." As this relates to the ITD site, the site must be sold (or exchanged for a property) at or higher than the appraised value to be available for redevelopment.

Section 67-5709A further refines the requirements for disposition of public property. If no other state agency is interested in the property, "...the department shall obtain an appraisal and commence procedures to sell the property for the highest price possible..." This does not apply to local cities, who may purchase the property at the appraised value, but would apply if a developer were to purchase the site.

POTENTIAL DEAL STRUCTURES

Due to the value of the current site, we expect that developers would be willing to either a) purchase and renovate an existing office at another location in exchange for development rights of the ITD Headquarters site; b) build ITD a new headquarters at the current location, in exchange for development rights at the remaining half or two-thirds of the current ITD site; c) build ITD a new headquarters location on another site, in exchange for the development rights of the current property; or d) retrofit and integrate the existing ITD Headquarters building into new development in exchange for development rights. Depending on the quality of building and facilities desired by ITD, the department may need to invest some funds into new facilities. ITD may trade the site value for a new capital asset (likely via a partial or complete land sale), or maintain ownership of the site and realize value through a ground lease and associated ongoing revenue stream. This revenue stream may be applied to a building lease or other.

POTENTIAL CITY ROLES

Boise has a number of potential roles in this process, including: assistance with developer RFQ/RFP/etc.; rezoning that will increase the value and TOD potential of the site; expansion and/or extension of existing 30th Street urban renewal district (URD) to fund improvements; establishment of a new URD: staff assistance on a number of issues; building community support and a shared vision for the property; capital/utility improvements; riverfront improvements; transit/BRT (via VRT and ACHD); and completion of station-area planning and improvements per State Street plans. Making urban renewal funding available (either via modifications to the existing URDs, or creation of a new URD) for various site improvements could set the stage for dramatic change and placemaking at the site.

Developer Solicitation and Selection Process. Once the goals, site concept design, financial proposition, roles and responsibilities of key public partners (ITD, City, other) are defined, ITD and the City would ideally enter into an intergovernmental agreement or other agreement outlining a mutually beneficial developer solicitation and selection process. If thoughtfully structured, such a process (potentially, RFQ > Short list of developers > RFP > Preferred developer > MOU > Development and Disposition Agreement > Development) has a track record of maximizing private sector competition and

achieving the best possible outcomes for both public sector parties.

While ITD and the City may put forth the potential deal structures described above, the agencies would also encourage private sector development teams to propose new and creative solutions that meet the agencies' goals.

COLLISTER STATION

Next priority area for targeted planning and development should be Collister for the following reasons:

- Station is located near the mid-point of the State Street Corridor and could be a catalyst for other development to the west toward Glenwood.
- The Church site on the south side of State Street is about 2+ acres and when combined with the adjacent lumber yard site would be a sizable tract of land for development.
- Community planning with the Church and lumber yard at this station area could be a prime development opportunity.
- This area will likely need more development funding support than Whitewater given that the housing appears to be more moderate to low income residents; the income mix may be predominately 100% AMI and below.

In the Collister station area property values are generally lower than other locations along the corridor. This may make property acquisitions easier; however, the market here is also somewhat weaker than at Whitewater. There are a number of sizable, lower-value commercial sites near the assumed station locations that could be adaptively reused or redeveloped. These are adjacent to higher-value multifamily, including affordable senior housing. Silver Lake, about 1,000 feet west of Collister Drive, is a unique amenity. However, this water body is privately owned and not accessible to the general public.

ACHD's realignment of Collister Drive as part of the intersection redesign created publicly owned properties that could become TOD. The Farmers Union Canal, running north to south at Collister, could be a placemaking amenity. There is a circuitous, poorly marked path/trail to the Boise River, which could be improved to make the Ridge to Rivers connection.

GLENWOOD STATION

Glenwood may encounter the most resistance to new development and planning. The 100-unit mobile home park just north of Albertson's adjacent to the Northgate Shopping Center, which is a large parcel and an attractive development option on the surface, is the affordable housing anchor in the area. Removing or redeveloping will be hugely expensive with relocation requirements if public funding is used. The other large parcels are primarily commercial and would likely be cost prohibitive unless the commercial can remain as part of a mixed-use development.

The station area is dominated by major commercial developments on three corners, which represent both a TOD opportunity and obstacle. Because they are large in size, well-located, and may experience economic challenges as more retail moves online, they are major potential sites for adaptive reuse and/or redevelopment. On the other hand, they are not particularly pedestrian- or transit-friendly today and may remain in place for some time.

POTENTIAL CITY ROLES

Representation from both Boise and Garden City will play important roles in ongoing planning and implementation for this station. Given the lack of major funding pools outside of urban renewal/ TIF, however, Garden City's ability to proactively influence the nature of infrastructure investments and property assemblage may be overshadowed by Boise's unless Garden City creates a complementary urban renewal district to cover the southern portion of this station area (falling within Garden City limits). As such, this should be a primary implementation focus for Garden City.

HORSESHOE BEND ROAD STATION

As mentioned in the market analysis summary, two potential opportunity areas for future TOD in this station area are near the Carlton Bay master planned subdivision and the St Luke's medical center. St. Luke's could build both new healthcare and related uses (medical office, senior housing, temporary patient housing, workforce housing) on its property, enhancing ridership-generation possibilities. The station area could benefit in general from the growing population in Eagle and be seen as an affordable suburb. As an emerging community, Horseshoe Bend station area would likely be amenable to planning for the future and would stand to gain from integrating transit-orientation into those plans.

This station area involves three municipal jurisdictions, Boise, Garden City and Eagle. As with the Glenwood Station area, the primary action item towards furthering transit-supporting development goals is for the cities of Garden City and Eagle to join Boise/CCDC in creating complementary urban renewal districts to cover portions of those non-Boise jurisdiction areas. Both Garden City and Eagle should play an important role in any station-area planning, but participation in the urban renewal/TIF aspects of readying potential TOD sites will ensure those cities have a fully co-equal role in the process.

CONCLUSIONS

State Street will not change overnight, and as described and illustrated throughout this plan, implementing a series of actions will take the work of many agencies, cities, landowners and the community at large. Specific steps, such as identifying station design, implementing design guidelines at those locations, and constructing public improvements that improve walkability and supports mixed-use design are all parts of the corridor's evolution. For area residents and businesses, this type of change can be dramatic, and sometimes difficult. Focusing on working locally with area stakeholders while creating an environment that attracts new ideas and development types are what makes State Street an exciting place to be in the future. State Street is the place where a truly mixed-use, neighborhood focused corridor is possible. It takes the right investments to bring the vision to reality.





DATE: December 9, 2019

- TO: Dana Zuckerman, Chair
 - Board of Commissioners
- FM: John Brunelle, Executive Director
- RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Construction continues on the 540-space 5th & Front parking garage with opening scheduled for early 2020. The hotel portion of the development is scheduled to open in summer 2020. CCDC will lease 200 parking spaces for public use. To-date, all 200 of CCDC's leased spaces have been reserved by members of the public for monthly passes (weekday – daytime). The developers are planning to add a public art

element on the stairwell wall facing Front Street. They are working with the City of Boise Arts and History Department on the selection process. The Board will review the proposal for \$90,000 of public art at the December Meeting.

505 W. Idaho Street - The Gibson - PP Type 2, 4: The Gibson apartment building is complete and fully leased. The Agency inspected the public improvements subject to reimbursement and has received final acceptance of the "parklet" from the City's Parks & Recreation Department. The Agency is processing reimbursement as per the existing Participation Agreements. The project will receive approximately \$1,000,000 in reimbursement funds for public improvements including streetscapes, utilities, and dedicated public park space.

503-647 S. Ash Street – Ash Street Townhomes– Agency Disposition PP Type 5: In 2018, this property was sold to deChase/Miksis for the purpose of transforming this area into workforce housing. The Ash Street Townhomes are now complete. CCDC toured the development Friday, June 12 with the developer. These 34 workforce rental housing units and a small retail space along the Pioneer Pathway will help transform this urban neighborhood. Rents will be affordable to families making less than 120% of the area median income, or less than \$2,200 per month for a 3-bedroom townhome.

620 S. 9th Street – Afton Phase II – Agency Disposition PP Type 5: Phase II is complete. CCDC toured the project in October and issued a Certificate of Completion per the original Design and Development Agreement. The majority of the 35 condo units have been sold or are pending sale. CCDC has reimbursed the developer \$94,000 for the land cost per the re-use appraisal.

500 S. 8th Street – Trailhead – Agency Leased Property: This 60-month lease entered Year 5 on February 1, 2019. Event and user programming by Actuate Boise remains active.

200 Myrtle Street - Boise Caddis - PP Type 2: Construction has begun on the Boise Caddis project. Site work is underway. The project is scheduled to have an 18-month construction period, opening in the summer of 2021. The Project includes 160 rental units and 400 parking stalls. Ada County will purchase the parking stalls to be used by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in public improvements for 2nd, 3rd, and Myrtle Streets and a small portion of Broad Street, which will be reimbursed by CCDC using tax increment revenue generated by the project.

204 Myrtle Street – CDG Boise – PP Type 2: The Board designated this project for Type 2 funding at the November 12 meeting. CDG is building a 249-unit apartment building with 353 parking spaces, and has requested reimbursement for approximately \$980,000 of public improvements including streetscapes and utility work. The Type 2 Agreement has been finalized and is on the consent agenda for approval at the Board's December 2019 meeting.

406 Broad Street - Cartee Apartments - PP Type 2: Construction and mobilization began in early October. The agreement between CCDC and the developer contemplates approximately \$1.3 million in Eligible Expenses to be reimbursed from the project's tax increment revenue. The project includes approximately 160 apartments units and 176 structured parking spaces.

429 10th Street - Agency Owned - PP Type 5 (RFP): At its November 2019 meeting, the Board reviewed the two bids received and accepted public comment. The motion to award the property to the highest bidder failed on a 3-3 vote. CCDC will re-evaluate plans for the parcel in the coming months.

512 W Grove Street - 5th & Grove Mixed Use Residential - PP Type 2: At the August 2019 Board Meeting, the CCDC Board designated 5th and Grove as Eligible for Type 2 Participation funding. The project includes 114 for-rent apartments and 8,000 SF of ground floor retail. Preliminary estimates show Eligible Expenses between \$900,000-\$1,200,000. Preliminary

scoring shows that the project will qualify for Level A status and would receive 80% of the tax increment revenue it generates to reimburse Eligible Expenses. CCDC estimates the project would be reimbursed approximately \$750,000 if the typical Type 2 reimbursement structure is used. The developers are considering dedicating 50 units for workforce housing, which may increase the total reimbursement amount that CCDC can provide with the aim to be closer to the total Eligible Expense amount. The developer will know more in the coming months. CCDC will make that determination once the workforce piece is confirmed in late 2019. CCDC is committed to bringing more workforce and affordable housing projects to market.

600 Front Street - The Vanguard - PP Type 2: Visium Development is building a 75-unit multifamily project on the corner of 6th and Front (formerly Biz Print). The Board designated this project for Type 2 funding at its November 2019 meeting. Visium has requested Type 2 reimbursement funds for approximately \$400,000 of public improvements including streetscapes and utility work. The Type 2 Agreement has been finalized and is on the Consent Agenda for approval at the December 2019 meeting.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: Siding is being installed on the townhomes, and the project is scheduled to be complete in late 2019. CCDC will reimburse up to \$150,000 for public improvements upon completion and inspection.

S. 5th & Grove Streets Utilities - Underground & Conduit: This project includes undergrounding overhead utilities and installing a conduit bank on 5th Street from the north side of Front Street to the north side of Main Street. Probst is doing the Idaho Power work and Guho is doing the street light, conduit and vault work. Work resumed on October 14 following a 10-week ACHD permit moratorium to deconflict road work and is expected to be complete in mid-December.

11th Street Streetscape - Grove Street to River Street: These streetscape improvements are planned for construction in FY2023. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. To ensure that cooperative and coordinated solutions are developed by ACHD and CCDC in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

N. 6th Street Streetscape - Front Street to Main Street: Design and construction of streetscape improvements on 6th Street between Main and Front Streets. The Land Group was selected as the design professional in October 2018, designed plans, including the Block 7 Alley, and the formal bid process was completed in July 2019. The contract was awarded to Guho Corp at the Board's August 2019 meeting. Construction is slated to start February 2020, due to current ACHD permit restrictions.

RMOB - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. The Agency received approval on June 3, 2019 from the City for proposed locations and box configurations. The Agency ordered newspaper boxes from vendor M.E.R. The boxes were received on September 3. CCDC is preparing a timeline for installation.

390 S. Capitol Blvd - Mod Pizza - PP Type 1: Mod Pizza has opened and CCDC is working with the developers on the reimbursement documentation for awnings and some sidewalk work. The reimbursement will not exceed \$100,000 and will be paid in late December 2019 / early January 2020.



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

RMOB Circulator – Preliminary Engineering: CCDC is partnering with the City to share the costs of initial engineering for the Downtown Circulator project. The Agency has re-budgeted initial engineering funds to FY2020. The Agency stands ready to assist.

ParkBOI - Capitol & Myrtle Parking Garage – Agency Owned Property: Agency contracted with American Fire Protection to flush the fire suppression system on the third level. The work was completed the week of November 11. Agency has contracted with Specialty Systems of Utah to repair patches of spray-on fire-proofing. The application process requires warmer temperatures, so Specialty Systems will be performing the work in spring of 2020.

ParkBOI - **11th & Front Parking Garage – Agency Owned Property:** No significant maintenance performed in November. Fewer than 100 of the 722 spaces that were originally available for general public monthly use remain available to lease.

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

Place Making

Grove Street – Multi-Block Improvement Project: CCDC solicited, received, and reviewed proposals from design professionals. CCDC and the City selected a public engagement team, who is under contract. Design professional and a contract is forthcoming. A vision statement, project timeline, and community engagement plan are being developed. Conversations with some property owners are underway.

Block 7 – CCDC Alley Program: Block 7 is bounded by Capitol Boulevard, Main Street, 6th Street, and Grove Street. The project includes pavement enhancements, lighting, and improved trash facilities. The contract was awarded to Guho Corp, along with the 6th Street Streetscape project, at the August 2019 Board meeting. Guho began work on September 30 (after Old Boise Oktoberfest) and plans to complete the alley work by the end of calendar year 2019. Construction is going well and is currently on schedule.

Special Projects

RMOB Public Art – City of Boise Traffic Boxes – PP Type 4: The City Arts & History Department issued the Call-To-Artists. The T4 Agreement with the City of Boise was approved by the Board on February 11, 2019. Artists were selected and traffic boxes were assigned in March. Art content has been approved, fabricated and installed. Project is complete.

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

RMOB Public Art – City of Boise Broad Street Sculpture – PP Type 4: The T4 Agreement was approved by the CCDC Board on February 11, 2019. In April, the City's artist selection panel

selected Krivanek + Breaux. City Arts & History is working with the artist on a contract. In May, Boise City Council approved the selection panels and the Arts & History Commission's recommendation to approve working with Krivanek + Breaux. Mr. Krivanek was in Boise August 8-9 to exchange ideas with stakeholder groups and develop initial concepts.



WESTSIDE DISTRICT

Economic Development

1010 W. Jefferson St – 10Ten Building – Agency-Owned Property: No significant maintenance was performed in November.

421 N. 10th St - ISG/BSN Building - Agency Owned Property: There were no major maintenance issues in November. The last two leases will expire in February 2020.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are planned for construction in FY2023. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. To ensure that cooperative and coordinated solutions are developed by ACHD and the Agency in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

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), mature street trees, and an expanded telecommunications network on the west side of 15th Street. Project work is on hold until Sparklight (Cable One) can get a permit from ACHD to re-feed its fiber from overhead to underground. Project completion, including removal of overhead lines and poles, is expected in mid-December.

Westside District - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. CCDC has received the boxes and executed a contract with Guho this month (December) for installation; Guho has until June 2020 to complete installation.

Bannock Streetscape – 8th to 9th Streets: Jensen Belts Associates has completed the Design Review package. The project is on a temporary hold pending the outcome of City/ACHD traffic and street configuration decision. The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. City of Boise presented the project to ACHD's Commission during the work session on November 13. The Commission was receptive and asked that an interagency agreement be put in place for paving, then for the project to be brought back for formal presentation to the Commission.

N. 8th Streetscapes - Bannock to State Streets: This City PDS project is on temporary hold pending outcome of City/ACHD traffic and street configuration decision. The City has met with ACHD and conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. City of Boise presented the project to ACHD's commission during a work session on November 13. The Commission was receptive and asked that an interagency agreement be put in place for paving then for the project to be brought back for formal presentation to the Commission.

10th & State Streets – Brady Block Concepts: CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in this area. CCDC hopes to incentivize the future redevelopment of underutilized sites adjacent to the Brady Block.

1010 Main St - Avery Building - PP Type: This is a privately-owned vacant building currently undergoing renovation. CCDC has remained engaged with the developer and owner who is working on overall project financing. The developer is interested in utilizing the Agency's Participation Program and hopes to work on an application submittal in late 2019.

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building is being developed by Rafanelli and Nahas and is using the internationally recognized architecture firm Perkins + Will. The site is adjacent to the future Westside Urban Park and is being designed to complement the existing Boise Plaza. The development was designated as a Type 2 Participation Project on July 15, 2019 and the final agreement was presented to the Board on August 12, 2019. Construction is underway.

1715 W. Idaho St - Odyssey Flats - PP Type 1: A Treasure Valley based development team held a neighborhood meeting and has submitted plans to the City 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 Agency participation later in 2019 upon City approval.

Westside URD - Boundary Adjustment - Eligibility Study: SB Friedman Development Advisors (SBF) presented their Eligibility Report for this URD Plan Amendment to the CCDC Board on May 13, 2019. After an Agency presentation, the Council accepted the report on June 4 and directed CCDC to move forward with the plan amendment in the coming months. Thereafter the Plan Amendment would need to be reviewed by CCDC and the City Council as well as Planning and Zoning for it to be completed. The Agency and its counsel are working on scoping the plan amendment as well as discussing potential projects with property owners.

<u>Mobility</u>

ParkBOI - 10th & Front Garage – Agency Owned Property: The Agency worked with the structural engineering firm KPFF to design the next phase of needed concrete repairs. Project scope includes repairing concrete spalling and heavy corrosion, post-tensioned tendon repairs,

and installation of waterproofing membrane. Upon completion of the formal bid process, the contract was awarded to Hellmann Construction. Notice to Proceed was issued August 29, 2019. Work is proceeding on schedule and the anticipated completion date is December 12, 2019.

ParkBOI - 10th & Front Garage – 2020 Structural Damage Prevention: The Agency has issued a Request for Qualifications for Structural Engineers to provide engineering services for ongoing structural maintenance on the garage. The proposals are due December 19, 2019. It is anticipated that the firm selected through the evaluation process will be approved at the January Board meeting.

11th Street Bikeway - ACHD Collaboration - River Street to Washington Street: 11th Street has been identified in plans by the City 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 FY2023 to prioritize 11th Street as a cycling corridor.

Westside Circulator - Preliminary Engineering: CCDC is partnering with the City to share the costs of initial engineering for the Downtown Circulator project. The Agency is re-budgeting initial engineering funds to FY2020. The Agency stands ready to assist and anticipates direction in the near future.

North 8th Street – City/ACHD Traffic Configuration: A traffic and bike lane analysis performed by Kittleson & Associates and design package by Jensen Belts Associates were presented to the City Council on January 29, 2019. The Council has requested public outreach on the project, and the City and ACHD are working on public outreach plan. The Agency stands ready to assist and move forward with streetscape projects following a City/ACHD decision. The City conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. City of Boise presented the project to ACHD's Commission during the work session on November 13. The Commission was receptive and asked that an interagency agreement be put in place for paving, then for the project to be brought back for formal presentation to the Commission.

Place Making

11th Street & Bannock Street – Westside Urban Park: City Council approved the Westside Urban Park Master Development Agreement and associated land agreement on June 4, 2019. The completion of these agreements formalizes a public-private partnership that will result in the creation of a new downtown neighborhood urban park. This public investment complements construction of the adjacent nine-story Class A office building with retail/restaurant space fronting the park which is known as the 11th & Idaho Office Building. Rafanelli and Nahas celebrated the start of construction with a groundbreaking ceremony on August 5, 2019. The City Arts & History Department has issued a Call-to-Artists to select an artist to produce an iconic and interactive art piece for the park. A Type 4 Agreement that contributes \$200,000 to public artwork was approved and executed by CCDC and the City. The design team is concurrently developing ideas for site features to be included in the park. Construction of the park is on track for the 2020 construction season.

Special Projects

Westside Public Art - City of Boise Traffic Boxes - PP Type 4: The T4 Agreement between CCDC and the City was approved by the Board on February 11, 2019. Artists were selected and traffic boxes were assigned in March. Art content was approved and wraps were fabricated and installed over the summer. Project is complete.

30TH STREET DISTRICT



Economic Development

2403 Fairview Ave - Adare Manor - PP Type 2, 4: Northwest Integrity Housing Company's affordable housing development is complete and actively leasing units. The combined participation agreement is for approximately \$730,000 for public improvements adjacent to the development including streetscapes and utility work. This development is on ground leased from the City of Boise for forty years and was awarded to the developer through a competitive process. It includes 134 for-rent apartments. The majority will be for families earning less than 60% of the area median income or about \$44,000 per year for a family of four with approximately 10% serving market rate rents.

Infrastructure

301 29th St - Whittier Elementary School - PP Type 4: Construction at Whittier Elementary is complete. CCDC conducted an on-site inspection and reviewed and approved all cost documentation required for reimbursement for Eligible Expenses per the Type 4 Agreement. The reimbursement of \$540,000 for streetscapes, utilities, road reconstruction, and a public plaza space will be made in early December to the Boise School District.

Place Making

30th Street District - Urban Renewal Plan Amendment: In the event Agency funding is involved in the development of a sports park or related infrastructure, and it is located in the 30th Street District, it is likely that an amendment to the 30th Street Urban Renewal Plan would become necessary.

Special Projects

30th Street District Public Art - City of Boise Traffic Boxes - PP Type 4: The T4 Agreement between CCDC and the City was approved by the Board on February 11, 2019. Artists were selected and traffic boxes were assigned in March. Art content was approved and the wraps were fabricated and installed over the summer. Project is complete.

SHORELINE



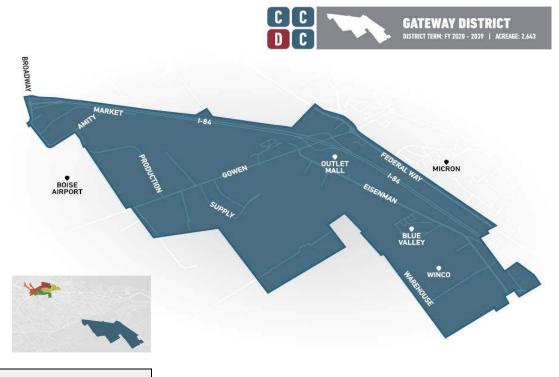
Economic Development

Shoreline District - Downtown Boise Streetscape Standards Update: CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency's Capital Improvement Plan projects about streetscape improvements in the public rights-of-way within the downtown Urban Renewal Districts.

The standards currently in effect were adopted by the City in 2015 and do not include the Shoreline District project area. This update will incorporate the Shoreline District project area as well as the innovative stormwater management strategies outlined in the City's Lusk Street Neighborhood Master Plan and River Street Neighborhood Master Plan.

The update will be reviewed by neighborhood stakeholders, the City, and ACHD before being considered for formal approval. Once approved by the CCDC Board, the updated standards will be forwarded to the City Council and recommended for final approval and adoption into Blueprint Boise. This collaborative process will begin once Agency funds are allocated to the project to pay for the necessary consultant services.

GATEWAY EAST



Economic Development

Gateway East Participation Program: The Board adopted a standalone participation program from Gateway East at its July 2019 meeting. The first two projects under this new program were designated by the CCDC Board at the November 12 Board meeting.

9025 S Federal Way – PP Type 2: 9025 S. Federal Way is an 11,000 square foot mixed-use office and industrial project consisting of three office suites and two warehouse bays on a 1.4-acre lot located on the west side of Federal Way across from the Micron campus. The project is expected to be complete in early 2020 and is anticipated to attract small subcontractors for Micron from Japan, South Korea and Taiwan to work/office space convenient to the Micron campus. Total project value is estimated to be \$2.1 million, with an estimated \$94,000 in eligible expenses. The project was designated for Type 2 assistance at the November Board meeting and the final agreement will be on the January Board meeting.

9605 S Eisenman Road – Boise Gateway 1 – PP Type 2: Boise Gateway 1 is a 168,000 square foot industrial building project with related site improvements located at the southwest corner of Eisenman Road and Freight Street. This is the first project/phase of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground leased to the Boyer Company for development. Upon completion in mid-2020, the majority of the building will be leased by Verde Fulfillment, a third party logistics and e-retailer fulfillment center with clients from around the world. Total project value is estimated to be just under \$13 million, with an estimated \$425,000 in eligible expenses. The project was designated for Type 2 assistance at the November Board meeting and the final agreement will be on the January Board meeting.

<u>Mobility</u>

Gowen Road – ACHD Cost Share - PP Type 4: ACHD will replace the Gowen Road Bridge over the railroad right-of-way including widening to accommodate bike lanes and sidewalks. The Agency is working on a cost share/participation agreement to install fiber optic conduit and accommodate a future pathway under the bridge consistent with the Gateway East Plan. ACHD and the Agency executed a cost share/participation agreement on May 13, 2019 to accommodate a future pathway under the bridge consistent with the Gateway East Plan. The cost share is estimated to be approximately \$380,000 due upon completion of construction, but no sooner than October 1, 2022. The Agency is working with City of Boise and ACHD to negotiate a separate cost share agreement for conduit installation estimated to cost approximately \$100,000.

Gateway East Transportation Study: The Agency has contracted with HDR to perform a transportation study of the Gateway East District. The project team includes representatives of the Agency, as well as City of Boise and ACHD. The study will determine the necessary number of lanes on major roads and optimal secondary access points and recommended traffic control to inform the ACHD Master Street Map and agency development services departments. The study is expected to be complete in early 2020.

AGENCY WIDE – ALL DISTRICTS

Economic Development

ParkBOI - Parking Access Equipment Failure: ParkBOI experienced a systemic failure of access equipment over the Thanksgiving weekend, and is awaiting new equipment to resolve the problem. Until then, gate arms in all garages are up, and transient use is free of charge. The operator expects to have the problem fixed by Monday, December 9. An estimate of foregone revenue will be forthcoming.

ParkBOI - Parking Garage Design Guidelines: CCDC solicited a proposal from consultant Kimley-Horn for parking garage design guidelines. Kimley-Horn has completed work on guideline updates.

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: The Agency is working on details regarding the disposition of this subterranean, 207 space parking facility located below the Grove Hotel. Discussions with interested buyers continue.

ParkBOI – Parking Rates - Annual Review: Demand remains strong for spaces throughout the Agency's downtown parking system, especially in the 9th & Main Parking Garage. The wait lists have been reduced from nearly 1,300 to 264 currently. Agency has planned a parking rate Board review in FY2020.

City of Boise Park & Ride Shuttle: The Agency is working with its mobility partners on a Park & Ride/Shuttle lot near downtown. The City's FY19 Park & Ride Executive Summary is available online at: <u>https://ccdcboise.com/wp-content/uploads/2019/11/Mobility-Executive-Summary-for-FY19.pdf</u>.

ParkBOI - New Product - Nighttime Monthly: CCDC will continue to explore alternatives to 24/7 monthly parking passes. As part of the FY2020 budgeting process the Agency will revamp some of its offerings to attract customers to programs which reduce vehicle miles traveled by single occupied vehicles and encourage shared mobility.

City Go: Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of VRT, City of Boise, ACHD Commuteride, Boise State, St. Luke's, the DBA and CCDC, is aggressively marketing its products and services to the downtown community. An excellent overview can be found on the website <u>citygoboise.com</u>. Staff will work on scheduling a presentation to the Board in the first quarter of 2020.

Park+ Parking Modeling Program: Last year CCDC invested in a parking modeling program to help predict the impact of proposed developments on the parking demand and supply. The same demand/supply data that was gathered last spring was fed into the program with parcel and land use information. As additional developments are proposed, information can be fed into the program to help predict traffic and parking impacts. The program will be used to update recent development scenarios. FY2020 will be a transition year for the program/tool, as it will be transferred fully to the City in FY2021.

CCDC Parking Management Plan Update: This document serves as the legal, financial, and operational basis of the Agency's parking system. It is referred to when rates are adjusted, when garages are funded, and when a parking operator is hired. In July 2019 a panel of experts met with CCDC to provide input and ideas for how the document's content and organization might be updated. The study will be completed by mid-2020.

ParkBOI - 9th & Main Parking Garage - BikeBOI Bicycle Parking: BikeBOI, a 24-hour secure bike parking facility located in the 9th & Main garage and available to registered users, opened for operations on June 20, 2019. As of December 4, 37 individuals have signed up to use the facility. BikeBOI has space for 42 bikes, including space for up to six oversize bikes (utility bikes, "fat" bikes, tandem, recumbent, etc.).

ParkBOI - 9th & Main Parking Garage - Elevators: The Agency is working with Hummel Architects for the design, construction documents and construction administration for the modernization of the two elevators in the 9th & Main Garage. Elevator inspections will occur on December 11 and will require shutdown of each elevator at different times for approximately 30 minutes. Construction documents are expected in early January and bidding is expected to take place in late January 2020.

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: At its December 2019 meeting the Board will review a Purchase and Sale Agreement for the garage with Block 22, LLC for the purchase price of \$4,000,000. Block 22 is capable of upholding the existing covenants and restrictions on the garage, and CCDC believes this disposition is in the best interests of the Agency and the City.

ParkBOI - Capitol & Main Parking Garage: The Agency has contracted with Civil Survey Consultants to design a repair for ground level exit lanes. The Agency has informally re-bid the repairs, with bids due on December 18, after receiving no bids from an informal bid in the year. The work is expected to begin on or about March 1, 2020, after the elevator modernization is complete.

ParkBOI - Capitol & Main Parking Garage – Elevators: The Agency is working to design and refurbish the two elevators in the Capitol & Main Parking Garage. The contract was executed on February 12, 2019 and the Notice to Proceed issued on February 28. Extenuating circumstances, including the search and engagement of a new elevator consultant, has delayed the project. Work is expected to begin January 6, 2020, with the Idaho Street elevator done in January and the Main Street elevator done in February.

ParkBOI - 9th & Front Parking Garage – Agency Owned Property: Agency contracted for small areas of waterproofing membrane repairs and additional concrete repairs. The spall repair is complete, and the contractor will resume the membrane repair in the spring of 2020. The Agency has issued an RFP to three of its on-call architects to provide a proposal to repair deteriorated concrete on the stairs. Proposals are due December 17, 2019.

ParkBOI – Door Hardware & ADA Upgrades: Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications. Project to go out to bid in early 2020.

Condominium Associations

Building Eight Condominiums Association

| Members | Percent Interest |
|--|---|
| CCDC - Capitol & Myrtle Parking Garage | 35% |
| Raymond Management (Hampton Inn & Suites) | 62.5% |
| Hendricks (retail units represented by Colliers International) | 2.5% |
| Annual Report Due: December 31, 2019 | Next Annual Meeting: December 12, 2019. |
| Issues/Comments: | Staff are currently working on agenda for next week's Annual Meeting. |

Front Street Condominium Association

| Members | Percent Interest |
|---|--|
| CCDC - 9th & Front Parking Garage | 25.76% |
| GBAD | 2.00% |
| Aspen Condominiums | 52.17% |
| Hendricks (retail and office units represented by Colliers International) | 20.07% |
| Annual Report Due: November 30, 2019 | Next Annual Meeting: November 8, 2019. |

| Issues/Comments: | 2019 Annual Meeting held on November 7, 2019. |
|------------------|---|
|------------------|---|

Block 22 Condominium Association

| Members | Percent Interest |
|--|---|
| CCDC - Capitol & Front Parking Garage | 13.30% |
| Block 22 (The Grove Hotel, CenturyLink Arena) | 86.7% |
| Annual Report Due: July 31, 2019 | Next Annual Meeting: TBD. |
| Issues/Comments: | 2019 Annual Meeting conducted August 6, 2019. |

Capitol Terrace Condominium Association. The Agency is working with Hawkins Companies, owner of the Main + Marketplace commercial condominium units, to create an updated set of condominium declarations. At its May meeting, the Board approved reallocation of certain areas of common area to better address commercial needs. The Agency and Hawkins Companies are currently working on calculating new assessment fees as a result of the reallocation of certain areas of common area. On July 8, 2019, Hawkins Companies began their second phase of the Main + Marketplace remodel, which will include some of the common and limited common areas.

| Members | Percent Interest |
|---|--|
| CCDC - Capitol & Main Parking Garage | 50% |
| Hawkins Companies (Main + Marketplace) | 50% |
| Annual Report Due: February 28, 2020 | Next Annual Meeting: Spring 2020. |
| Issues/Comments: | CCDC and Hawkins Companies calculating new assessment fees. Staff anticipates this being completed by January 2020. |

Downtown Parking Condominiums Association

| CCDC - 9th & Main Parking Garage | 93.51% |
|---|---|
| Les Bois Holdings, LLC (commercial unit) | 2.03% |
| Eastman Building, LLC (commercial units) | 4.46% |
| Annual Report Due: September 30, 2019 | Next Annual Meeting: Spring 2020. |
| Issues/Comments: | 2019 Annual Meeting conducted June 11, 2019. Annual Report filed August 2, 2019. |

ACME Fast Freight Condominium Association

| Members | Percent Interest |
|---------------------------------------|---|
| CCDC – 11th & Front Parking Garage | 30.10% |
| BVA | 69.90% |
| Issues/Comments: | 2019 Annual Meeting conducted February 14, 2019. Annual report – amended to reflect changes in ownership from Gardner Company to Ball Ventures Ahlquist (BVA) – filed by BVA March 5, 2019. |

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VI. ADJOURN



END