



# **BOARD OF COMMISSIONERS MEETING**

CAPITAL CITY DEVELOPMENT CORPORATION  
Board of Commissioners Special Meeting  
Virtual Meeting – Public Access at ccdcboise.com  
May 18, 2020, 12:00 p.m.  
A G E N D A

**I. CALL TO ORDER** ..... Chair Zuckerman

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

**III. CONSENT AGENDA**

- A. Expenses
  - 1. Approval of Paid Invoice Report - March 2020
  - 2. Approval of Paid Invoice Report - April 2020
- B. Minutes and Reports
  - 1. Approval of April 13, 2020 Meeting Minutes
- C. Other
  - 1. Approve Resolution #1656 - Adopt the Families First Coronavirus Response Act Leave Policy

**IV. ACTION ITEM**

- A. CONSIDER: Resolution #1650 - Approving the Lease of 500 S. 8th Street (Trailhead) (5 minutes)  
.....Mary Watson
- B. CONSIDER: Resolution #1651 - Approving the Entrepreneurship Consulting Agreement (Trailhead) (5 minutes) .....Mary Watson
- C. CONSIDER: Resolution #1652 - Authorizing Interagency Agreement with ACHD & City of Boise for Gowen Road Bridge Project (10 minutes) ..... Matt Edmond
- D. CONSIDER: Resolution #1654 - Amending Cost Share Agreement with ACHD for Gowen Road Bridge Project (10 minutes)..... Matt Edmond
- E. CONSIDER: Resolution #1653 - Contract for State Street Corridor Framework Plan and Public Engagement (10 minutes) ..... Matt Edmond

**V. INFORMATION/DISCUSSION ITEMS**

- A. CCDC Monthly Report (5 minutes) .....John Brunelle

**VI. EXECUTIVE SESSION**

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

**VII. ADJOURN**

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



# **III. CONSENT AGENDA**

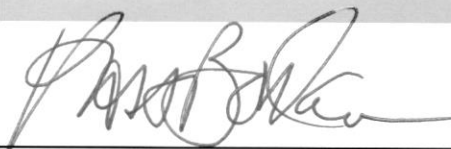


## Paid Invoice Report

For the Period: 3/1/2020 through 3/31/2020

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
<b>Payroll:</b>			
PERSI	Retirement Payment	3/11/2020	18,763.11
EFTPS - IRS	Federal Payroll Taxes	3/11/2020	14,853.88
Idaho State Tax Commission	State Payroll Taxes	3/11/2020	2,283.00
CCDC Employees	Direct Deposits Net Pay	3/11/2020	38,043.02
PERSI	Retirement Payment	3/25/2020	18,764.68
EFTPS - IRS	Federal Payroll Taxes	3/25/2020	14,856.82
Idaho State Tax Commission	State Payroll Taxes	3/25/2020	2,284.00
CCDC Employees	Direct Deposits Net Pay	3/25/2020	38,053.10
Total Payroll Payments:			218,228.79
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	March 2020	517,802.50
Total Paid Invoice, Reported Payments:			517,802.50
Total Cash Disbursements:			<b>\$ 736,031.29</b>

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

  
Finance Director

Date

4/17/2020

  
Executive Director

Date

4/17/2020

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4126	Agnew Beck Consulting Inc	8412	Public Engagement Strateg	01/31/2020	2,533.75	63632	03/31/2020
		8488	Old Boise Grove Street Pu	01/31/2020	1,551.00	63607	03/06/2020
		8488	Old Boise Grove Street Pu	01/31/2020	1,551.00	63607	03/06/2020
		8557	Old Boise Grove Street Pu	02/29/2020	1,434.79	63632	03/31/2020
		8557	Old Boise Grove Street Pu	02/29/2020	1,434.78	63632	03/31/2020
Total 4126:					8,505.32		
1139	American Cleaning Service	15994	Trailhead Cleaning - March	03/01/2020	974.18	11523	03/10/2020
Total 1139:					974.18		
3838	American Fire Protection L	14054	Monthly pump inspection &	01/31/2020	185.00	63617	03/30/2020
		14235	Monthly pump inspection &	02/28/2020	185.00	63617	03/30/2020
Total 3838:					370.00		
1229	Association of Idaho Cities	9827	Associate Membership Du	03/14/2020	500.00	63618	03/30/2020
Total 1229:					500.00		
1316	Blue Cross of Idaho	2003400012	Health Insurance - March 2	03/01/2020	25,164.11	63603	03/01/2020
Total 1316:					25,164.11		
1385	Boise City Utility Billing	1177 MAR20	848 Main St # 0447416001	03/01/2020	8.17	11538	03/26/2020
Total 1385:					8.17		
1418	Boise Metro Chamber of C	5796885	Annual Membership Dues f	03/01/2020	450.00	11524	03/10/2020
Total 1418:					450.00		
4022	Boxcast Inc	B57F3A3-00	storage fees	03/02/2020	13.16	11525	03/10/2020
Total 4022:					13.16		
4082	BVGC Parcel B LLC	1600006030	11th & Front garage CAM e	03/01/2020	2,660.28	63608	03/06/2020
Total 4082:					2,660.28		
3816	Capitol Landscape Inc.	PO #200046	Treefort Sidewalk Repairs	03/05/2020	290.00	63619	03/30/2020
		PO #200046	Treefort Sidewalk Repairs	03/05/2020	1,320.00	63619	03/30/2020
Total 3816:					1,610.00		
3712	Car Park	DEC19	10th & Front - Grove	12/31/2019	30,252.69	11532	03/11/2020
		DEC19	9th & Front - City Center	12/31/2019	32,873.94	11532	03/11/2020
		DEC19	9th & Main - Eastman	12/31/2019	29,220.62	11532	03/11/2020
		DEC19	Cap & Front - BLVD	12/31/2019	11,474.77	11532	03/11/2020
		DEC19	Cap & Main - Cap T	12/31/2019	32,999.19	11532	03/11/2020
		DEC19	Cap & Myrtle - Myrtle	12/31/2019	24,905.31	11532	03/11/2020
		DEC19	10th & Front - refunds	12/31/2019	24.00	11532	03/11/2020
		DEC19	9th & Main - refunds	12/31/2019	11.00	11532	03/11/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		JAN2020	10th & Front - Grove	01/31/2020	28,292.46	11532	03/11/2020
		JAN2020	9th & Front - City Center	01/31/2020	39,216.52	11532	03/11/2020
		JAN2020	9th & Main - Eastman	01/31/2020	28,847.67	11532	03/11/2020
		JAN2020	Cap & Front - BLVD	01/31/2020	14,122.43	11532	03/11/2020
		JAN2020	Cap & Main - Cap T	01/31/2020	40,744.47	11532	03/11/2020
		JAN2020	Cap & Myrtle - Myrtle	01/31/2020	23,953.48	11532	03/11/2020
		JAN2020	Cap & Myrtle - refunds	01/31/2020	9.00	11532	03/11/2020
		JAN2020	Cap & Main - refunds	01/31/2020	17.00	11532	03/11/2020
		JAN2020	9th & Front - refunds	01/31/2020	15.00	11532	03/11/2020
		JAN2020	Cap & Front - refunds	01/31/2020	11.00	11532	03/11/2020
		JAN2020	10th & Front - refunds	01/31/2020	15.00	11532	03/11/2020
Total 3712:					337,005.55		
1556	Caselle Inc.	100148	Contract support - March 2	03/01/2020	840.00	63604	03/01/2020
Total 1556:					840.00		
1595	City of Boise	IL1519	Utility Reimbursement (Tra	12/31/2019	1,084.26	63620	03/30/2020
		IL1519	Utility Reimbursement (Tra	12/31/2019	464.69	63620	03/30/2020
		IL1522	Downtown Core Maint - R	03/01/2020	1,955.95	63620	03/30/2020
		IL1522	Downtown Core Maint - W	03/01/2020	1,416.38	63620	03/30/2020
Total 1595:					4,921.28		
4116	Civil Survey Consultants In	19020-05 #2	Capitol & Main Exit Lane R	01/31/2020	396.00	11526	03/10/2020
Total 4116:					396.00		
3947	Crane Alarm Service	63121	Fire Alarm System - Monito	12/01/2019	25.00	63621	03/30/2020
		66187	Fire Alarm System - Monito	03/01/2020	25.00	63621	03/30/2020
Total 3947:					50.00		
1787	Downtown Boise Associati	8279	reduction of stage rental in	12/31/2019	2,064.00	63615	03/09/2020
		8289	Parking Map and Directory	02/17/2020	1,800.00	63615	03/09/2020
		8305	FY2020 Contribution	02/26/2020	19,500.00	63615	03/09/2020
		8305	FY2020 Father's Day Car	02/26/2020	5,500.00	63615	03/09/2020
Total 1787:					28,864.00		
1838	Elam & Burke P.A.	183890	Parking Matters	01/31/2020	2,184.60	11527	03/10/2020
Total 1838:					2,184.60		
3872	Guy Hand Productions	2002	Photo Project - February 2	02/28/2020	2,550.00	63622	03/30/2020
Total 3872:					2,550.00		
4104	Hellmann Construction Co	PO 200027-2	Cap & Main Ramp Base	02/29/2020	15,915.35	11533	03/11/2020
Total 4104:					15,915.35		
2165	Idaho Power	6607 FEB20	9th St outlets #220040660	02/29/2020	3.92	11537	03/19/2020
		7995 FEB20	9th & State # 2201627995	02/29/2020	3.50	11536	03/18/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2165:					7.42		
2186	Idaho Statesman	263244 FEB	Legal Notices	02/29/2020	242.03	63623	03/30/2020
Total 2186:					242.03		
3966	Involta LLC	0047095	Website Hosting Services	03/02/2020	1,347.90	63624	03/30/2020
Total 3966:					1,347.90		
4136	Mintify LLC	143	Management Training	02/29/2020	4,000.00	11528	03/10/2020
Total 4136:					4,000.00		
3901	Plaza 121 Building	030120	DBA Dues - CCDC	03/01/2020	602.86	63609	03/06/2020
Total 3901:					602.86		
2774	Pro Care Landscape Mana	31046	Landscape Maintenance -	02/29/2020	40.00	63610	03/06/2020
Total 2774:					40.00		
4125	Red Sky Inc	41467	Communication Services	02/29/2020	4,000.00	63625	03/30/2020
Total 4125:					4,000.00		
3896	Rim View LLC	MAR2020	Monthly Rent and NNN - Tr	03/01/2020	13,265.81	63605	03/01/2020
Total 3896:					13,265.81		
3542	Security LLC - Plaza 121	MAR2020	Office rent - March 2020	03/01/2020	13,620.75	63606	03/01/2020
Total 3542:					13,620.75		
4109	Syringa Networks LLC	20339 MAR2	internet & data - march 202	03/01/2020	643.20	63626	03/30/2020
Total 4109:					643.20		
4045	Terracon Consultants Inc	TD27267	Capitol & Main Exit Lane R	02/21/2020	4,085.25	63627	03/30/2020
Total 4045:					4,085.25		
4074	The Potting Shed	17739	Interior Plant Maint.	02/29/2020	65.00	63628	03/30/2020
Total 4074:					65.00		
3907	Total System Services	18481	HVAC Maint - Trailhead	02/10/2020	99.56	63611	03/06/2020
Total 3907:					99.56		
3170	Treasure Valley Coffee Inc.	2016:066127	Coffee & tea	02/24/2020	157.52	63612	03/06/2020
		2160:065374	Cooler Rental	02/04/2020	106.00	63629	03/30/2020
		2160:065895	Cooler Rental	03/03/2020	106.00	63629	03/30/2020
		Total 3170:					369.52

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3233	United Heritage	02014-001 M	Disability insurance - Marc	03/01/2020	1,330.62	63613	03/06/2020
Total 3233:					1,330.62		
3486	Urban Land Institute	3203369	ULI Idaho - Housing Policy	02/29/2020	750.00	63614	03/06/2020
Total 3486:					750.00		
3835	US Bank - Credit Cards	02.25.2020	Recruitment Expenses	02/25/2020	341.32	11535	03/13/2020
		02.25.2020	Voice, data & webhosting s	02/25/2020	14.99	11535	03/13/2020
		02.25.2020	Office Supplies	02/25/2020	1,256.83	11535	03/13/2020
		02.25.2020	Computer & Software Supp	02/25/2020	174.55	11535	03/13/2020
		02.25.2020	Dues & Subscriptions	02/25/2020	1,959.66	11535	03/13/2020
		02.25.2020	Travel & Meeting(non-local	02/25/2020	2,888.82	11535	03/13/2020
		02.25.2020	Personnel Training (Local)	02/25/2020	1,012.02	11535	03/13/2020
		02.25.2020	Local Meetings & Transport	02/25/2020	261.23	11535	03/13/2020
		02.25.2020	Professional services	02/25/2020	182.80	11535	03/13/2020
		02.25.2020	Office Furniture & Equipme	02/25/2020	422.46	11535	03/13/2020
		02.25.2020	Banking & Merchant Fees	02/25/2020	95.70	11535	03/13/2020
Total 3835:					8,610.38		
3841	VoiceText Communications	CCDEV-21	Conference calls	02/17/2020	7.04	11529	03/10/2020
Total 3841:					7.04		
3997	Wash Worx	INV-000558	Bike Rack Install	02/29/2020	150.00	11530	03/10/2020
		INV-000559	Trailhead repairs	02/29/2020	125.00	11530	03/10/2020
Total 3997:					275.00		
3365	Westerberg & Associates	231	Legislative Advisement Ser	02/28/2020	5,000.00	11531	03/10/2020
Total 3365:					5,000.00		
4150	Western Heating and Air C	59940509	New Server Room Air Con	02/13/2020	5,786.00	63616	03/09/2020
		60244329	server room thermostat & i	01/15/2020	1,573.66	63616	03/09/2020
Total 4150:					7,359.66		
3998	Western Records Destructi	0477741	Records Destroyed	02/29/2020	46.00	63630	03/30/2020
Total 3998:					46.00		
3374	Western States Equipment	IN001242537	Bldg 8 generator maintena	03/05/2020	276.25	63631	03/30/2020
		IN001242538	Bldg 8 generator maintena	03/05/2020	276.25	63631	03/30/2020
Total 3374:					552.50		
4132	Zayo Group LLC	2020020030	5th Street Utility Undergrou	02/29/2020	18,500.00	11534	03/11/2020
Total 4132:					18,500.00		
Grand Totals:					517,802.50		






## Paid Invoice Report


For the Period: 4/1/2020 through 4/30/2020

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
<b>Payroll:</b>			
PERSI	Retirement Payment	4/8/2020	19,110.58
EFTPS - IRS	Federal Payroll Taxes	4/8/2020	15,067.94
Idaho State Tax Commission	State Payroll Taxes	4/8/2020	2,273.00
CCDC Employees	Direct Deposits Net Pay	4/8/2020	38,834.84
Idaho Department of Labor	SUTA - Q1 2020	4/15/2020	2,435.63
PERSI	Retirement Payment	4/22/2020	19,418.06
EFTPS - IRS	Federal Payroll Taxes	4/22/2020	15,359.52
Idaho State Tax Commission	State Payroll Taxes	4/22/2020	2,330.00
CCDC Employees	Direct Deposits Net Pay	4/22/2020	39,581.05
Total Payroll Payments:			224,737.80
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	April 2020	1,170,265.87

Total Cash Disbursements: \$ 1,395,003.67

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

  
Finance Director  
5/3/2020  
Date

  
Executive Director  
5/11/2020  
Date

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3871	ABC Stamp Signs & Award	0540973	Board Room Name Tags	03/02/2020	51.70	11539	04/03/2020
		0541147	Employee Name Tags	03/05/2020	15.35	11539	04/03/2020
		0541171	Board Room Name Tags	03/06/2020	17.40	11539	04/03/2020
		0541754	Employee Name Tags	03/26/2020	20.30	11570	04/29/2020
Total 3871:					104.75		
4126	Agnew Beck Consulting Inc	8558	Public Engagement Strateg	03/12/2020	2,458.75	63653	04/28/2020
		8617	Old Boise Grove Street Pu	03/31/2020	1,097.50	63653	04/28/2020
		8617	Old Boise Grove Street Pu	03/31/2020	1,097.50	63653	04/28/2020
		8618	Public Engagement Strateg	03/31/2020	1,782.50	63653	04/28/2020
Total 4126:					6,436.25		
1139	American Cleaning Service	18057	Trailhead Cleaning - april 2	04/01/2020	608.86	11571	04/29/2020
Total 1139:					608.86		
3838	American Fire Protection L	10007	Service call	04/07/2020	110.00	63637	04/27/2020
		10008	Monthly pump inspection &	04/07/2020	185.00	63637	04/27/2020
Total 3838:					295.00		
4055	Anderson & Wood Constr	190064-6	15th Street Utility Undergro	01/31/2020	31,998.64	11556	04/02/2020
		190064-6	15th Street Utility Undergro	01/31/2020	1,326.51	11556	04/02/2020
		190064-6	15th Street Utility Undergro	01/31/2020	4,628.67	11556	04/02/2020
		190064-6	15th Street Utility Undergro	01/31/2020	152.40-	11556	04/02/2020
		190064-6	15th Street Utility Undergro	01/31/2020	65.17-	11556	04/02/2020
Total 4055:					37,736.25		
1316	Blue Cross of Idaho	2006200013	Health Insurance - April 20	04/01/2020	27,612.60	63633	04/01/2020
Total 1316:					27,612.60		
1385	Boise City Utility Billing	1177 APR20	848 Main St # 0447416001	04/01/2020	8.17	11596	04/27/2020
Total 1385:					8.17		
1418	Boise Metro Chamber of C	5797406	Registration for Regional L	04/01/2020	399.00	11572	04/29/2020
Total 1418:					399.00		
1448	Boise Valley Economic Prtn	5797829	Annual Dues 5/1/2020 - 4/	05/01/2020	20,000.00	11589	04/30/2020
Total 1448:					20,000.00		
4022	Boxcast Inc	B57F3A3-00	storage fees	04/01/2020	14.19	11573	04/29/2020
Total 4022:					14.19		
4082	BVGC Parcel B LLC	1600006135	11th & Front garage CAM e	04/01/2020	2,660.28	63638	04/27/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4082:					2,660.28		
3712	Car Park	FEB2020	10th & Front - Grove	02/29/2020	22,332.87	11590	04/30/2020
		FEB2020	9th & Front - City Center	02/29/2020	39,231.51	11590	04/30/2020
		FEB2020	9th & Main - Eastman	02/29/2020	20,830.95	11590	04/30/2020
		FEB2020	Cap & Front - BLVD	02/29/2020	12,799.74	11590	04/30/2020
		FEB2020	Cap & Main - Cap T	02/29/2020	29,063.87	11590	04/30/2020
		FEB2020	Cap & Myrtle - Myrtle	02/29/2020	16,526.64	11590	04/30/2020
		FEB2020	Cap & Myrtle - refunds	02/29/2020	21.00	11590	04/30/2020
		FEB2020	Cap & Main - refunds	02/29/2020	16.00	11590	04/30/2020
		FEB2020	9th & Front - refunds	02/29/2020	54.00	11590	04/30/2020
		FEB2020	9th & Main - refunds	02/29/2020	17.00	11590	04/30/2020
		FEB2020	10th & Front - refunds	02/29/2020	15.00	11590	04/30/2020
		FEB2020	Cap & Myrtle - refunds	02/29/2020	1,118.30	11590	04/30/2020
		FEB2020	Cap & Main - refunds	02/29/2020	1,171.05	11590	04/30/2020
		FEB2020	9th & Front - refunds	02/29/2020	817.63	11590	04/30/2020
		FEB2020	Cap & Front - refunds	02/29/2020	443.10	11590	04/30/2020
		FEB2020	9th & Main - refunds	02/29/2020	1,018.07	11590	04/30/2020
		FEB2020	10th & Front - refunds	02/29/2020	706.85	11590	04/30/2020
Total 3712:					146,183.58		
3857	Carew Co	3093	Quarterly Web Maint (1 yea	02/29/2020	4,209.75	63639	04/27/2020
		3093	Quarterly Web Maint (1 yea	02/29/2020	3,500.00-	63639	04/27/2020
		3093	Quarterly Web Maint.	02/29/2020	165.25	63639	04/27/2020
		3094	Quarterly Web Maint.- Q2 2	04/01/2020	437.50	63639	04/27/2020
Total 3857:					1,312.50		
1556	Caselle Inc.	100729	Contract support - April 202	04/01/2020	840.00	63634	04/01/2020
Total 1556:					840.00		
1595	City of Boise	IK72	Park and Ride Support - F	03/31/2020	11,550.00	63654	04/28/2020
		IL1530	Downtown Core Maint - R	04/01/2020	1,955.95	63654	04/28/2020
		IL1530	Downtown Core Maint - W	04/01/2020	1,416.38	63654	04/28/2020
Total 1595:					14,922.33		
4116	Civil Survey Consultants In	19020-06	Capitol & Main Exit Lane R	02/29/2020	1,188.00	11540	04/03/2020
		19020-07	Capitol & Main Exit Lane R	03/31/2020	924.00	11574	04/29/2020
Total 4116:					2,112.00		
1643	Community Planning Assoc	220086	FY20 3rd qtr Membership	04/01/2020	2,200.00	11575	04/29/2020
Total 1643:					2,200.00		
3947	Crane Alarm Service	66938	Fire Alarm System - servic	03/17/2020	2,066.25	63640	04/27/2020
		67183	Fire Alarm System - Monito	04/01/2020	25.00	63640	04/27/2020
		67960	Fire Alarm System - servic	04/10/2020	127.50	63640	04/27/2020
Total 3947:					2,218.75		
4151	Desman Inc	D20008	10th & Front Garage Struct	02/29/2020	2,310.00	11591	04/30/2020
		D20011	10th & Front Garage Struct	02/29/2020	566.30	11591	04/30/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		D20014	10th & Front Garage Struct	03/31/2020	7,875.00	11591	04/30/2020
		D20015	10th & Front Garage Struct	03/31/2020	1,549.59	11591	04/30/2020
	Total 4151:				12,300.89		
1832	Eide Bailly LLP	EI00936382	Audit 2019	03/16/2020	7,000.00	11557	04/02/2020
	Total 1832:				7,000.00		
1838	Elam & Burke P.A.	184379	Ash Street Properties	02/29/2020	45.00	11558	04/02/2020
		184380	Parking Matters	02/29/2020	1,112.10	11558	04/02/2020
		184381	101-0 General	02/29/2020	386.83	11558	04/02/2020
		184382	Legislation	02/29/2020	6,893.55	11558	04/02/2020
		184383	WS District	02/29/2020	135.00	11558	04/02/2020
		184897	Parking Matters	03/31/2020	10,490.30	11592	04/30/2020
		184899	101-0 General	03/31/2020	1,326.75	11592	04/30/2020
		184900	Legislation	03/31/2020	2,643.50	11592	04/30/2020
	Total 1838:				23,033.03		
1892	FedEx	1031-1239-7	Shipment to Envista Foren	03/26/2020	116.33	63641	04/27/2020
	Total 1892:				116.33		
4155	Front Street Investors LLC	4162020	5th & Front Parking Space	05/01/2020	30,000.00	63655	04/28/2020
	Total 4155:				30,000.00		
3695	Guho Corp.	180101093-0	Newsstands installation - R	02/28/2020	18,625.35	11559	04/02/2020
		180101093-0	Newsstands installation -	02/28/2020	15,238.93	11559	04/02/2020
		190101063-0	2019 Streetscapes	01/06/2020	111,187.80	11559	04/02/2020
		190101063-0	2019 Streetscapes	02/28/2020	345,844.82	11559	04/02/2020
	Total 3695:				490,896.90		
3853	Hawkins Companies LLC	04012020	Cap T. Condo: Apr - Jun 20	04/01/2020	15,724.55	63656	04/28/2020
	Total 3853:				15,724.55		
4115	HDR Engineering Inc	1200254817	Gateway East Transportati	02/29/2020	1,113.75	11541	04/03/2020
		1200259078	Gateway East Transportati	03/31/2020	1,373.43	11576	04/29/2020
	Total 4115:				2,487.18		
4104	Hellmann Construction Co	PO 200027-0	Cap & Main Ramp Base	02/29/2020	1,784.70	11542	04/03/2020
	Total 4104:				1,784.70		
3810	Hummel Architects PLLC	9453	Cap & Main Elevators Refu	03/31/2020	518.35	11577	04/29/2020
		9461	9th & Main Elevator Refurb	03/31/2020	566.63	11577	04/29/2020
		9479	Prototype parking structure	03/31/2020	1,335.00	11577	04/29/2020
	Total 3810:				2,419.98		
2129	Idaho Blueprint & Supply C	0000448977	WS Park	02/29/2020	493.70	11543	04/03/2020
		0000449507	URD Maps	02/29/2020	800.20	11543	04/03/2020
		0000450640	Westside map	02/29/2020	92.60	11543	04/03/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2129:					1,386.50		
2165	Idaho Power	6607 MAR20	9th St outlets #220040660	03/31/2020	3.87	11569	04/17/2020
		7995 MAR20	9th & State # 2201627995	03/31/2020	3.50	11568	04/16/2020
Total 2165:					7.37		
3900	Idaho Records Manageme	0138215	Records Storage	03/01/2020	89.78	11544	04/03/2020
		0138708	Records Storage	04/01/2020	89.78	11578	04/29/2020
Total 3900:					179.56		
2186	Idaho Statesman	263244 MAR	Legal Notice	03/29/2020	106.93	63642	04/27/2020
Total 2186:					106.93		
3966	Involta LLC	0048151	Website Hosting Services	04/01/2020	1,347.90	63643	04/27/2020
Total 3966:					1,347.90		
3808	Jed Split Creative	2355	creative services: business	03/31/2020	184.80	63644	04/27/2020
		2356	creative services - 6th stre	03/31/2020	789.45	63644	04/27/2020
Total 3808:					974.25		
2288	Jensen Belts Associates	1765-18 CLO	WD, Downtown Urban Par	01/31/2020	18,181.83	11560	04/02/2020
		1765CD-1	Westside Park DD-CD-CA	03/31/2020	20,233.35	11593	04/30/2020
		1768-11	Streetscape Design Next Y	02/29/2020	688.48	11560	04/02/2020
		1768-11	Streetscape Design Next Y	02/29/2020	721.52	11560	04/02/2020
Total 2288:					39,825.18		
3913	Kimley-Horn and Associate	16005224	On-Call Professional Servi	02/29/2020	710.00	11545	04/03/2020
Total 3913:					710.00		
2360	Kittelson & Associates Inc.	0108068	Traffic Analysis - 8th Street	01/31/2020	860.00	11546	04/03/2020
		0108935	Traffic Analysis - 8th Street	02/29/2020	188.75	11579	04/29/2020
		0108935	Traffic Analysis - 8th Street	02/29/2020	21.25	11579	04/29/2020
Total 2360:					1,070.00		
4136	Mintify LLC	149	Management Training	03/31/2020	4,000.00	11580	04/29/2020
Total 4136:					4,000.00		
2774	Pro Care Landscape Mana	31468	Landscape Maintenance -	03/31/2020	79.07	63645	04/27/2020
		31469	Landscape Maintenance -	03/31/2020	60.68	63645	04/27/2020
		31528	Landscape Maintenance -	03/31/2020	230.00	63645	04/27/2020
		31529	Landscape Maintenance -	03/31/2020	48.00	63645	04/27/2020
		31530	Landscape Maintenance -	03/31/2020	48.00	63645	04/27/2020
		31531	Landscape Maintenance -	03/31/2020	99.00	63645	04/27/2020
Total 2774:					564.75		
4125	Red Sky Inc	41491	Communication Services	03/31/2020	4,000.00	63646	04/27/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4125:					4,000.00		
3896	Rim View LLC	APRIL 2020	Monthly Rent and NNN - Tr	04/01/2020	13,265.81	63635	04/01/2020
Total 3896:					13,265.81		
3796	Scheidt & Bachmann USA I	40564	February 2020 Merchant F	02/29/2020	965.62	11547	04/03/2020
		40871	March 2020 Merchant Fee	03/31/2020	461.78	11581	04/29/2020
Total 3796:					1,427.40		
4076	Schindler Elevator Corpora	PO 190039-2	capitol & main elevator proj	02/28/2020	110,769.00	11561	04/02/2020
Total 4076:					110,769.00		
3542	Security LLC - Plaza 121	APRIL 2020	Office rent - April 2020	04/01/2020	13,620.75	63636	04/01/2020
Total 3542:					13,620.75		
3985	SemaConnect	NWS-200324	One Year Network Service	03/05/2020	1,440.00	11582	04/29/2020
Total 3985:					1,440.00		
2969	Sherman & Howard LLC	783734	SB 1303 - eminent domain	02/29/2020	17,057.50	63657	04/28/2020
Total 2969:					17,057.50		
4124	Slichter Ugrin Architecture I	1442	ParkBOI Door Hardware	03/05/2020	26,880.00	11562	04/02/2020
Total 4124:					26,880.00		
4131	Smarking Inc	4093	Data Management Service	04/01/2020	8,750.00	11594	04/30/2020
Total 4131:					8,750.00		
3974	Stability Networks Inc.	31672	Dell PE R530 server warra	02/28/2020	563.48	11548	04/03/2020
		31720	IT Services - FY2020	02/29/2020	1,980.00	11548	04/03/2020
		31720	Phone System Support	02/29/2020	85.00	11548	04/03/2020
		31720	AppRiver SecureTide	02/29/2020	40.00	11548	04/03/2020
		31720	Azure Cloud Backup	02/29/2020	420.00	11548	04/03/2020
		31834	Microsoft Surface Pro 7 Ta	03/20/2020	2,546.38	11595	04/30/2020
		31843	server room relocation equi	03/20/2020	3,874.18	11595	04/30/2020
		31939	SSL VPN license	03/27/2020	397.80	11595	04/30/2020
		31987	IT Services - FY2020	03/31/2020	1,980.00	11595	04/30/2020
		31987	Phone System Support	03/31/2020	85.00	11595	04/30/2020
		31987	AppRiver SecureTide	03/31/2020	40.00	11595	04/30/2020
		31987	Azure Cloud Backup	03/31/2020	420.00	11595	04/30/2020
Total 3974:					12,431.84		
4112	Stacey and Parks PLLC	00240	capitol terrace condo legal	03/25/2020	315.00	11549	04/03/2020
Total 4112:					315.00		
3029	State Insurance Fund	22681424	Installment Premium	03/26/2020	1,239.00	63647	04/27/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3029:					1,239.00		
3696	Strata	BO200082	6th Street Streetscape Imp	02/29/2020	2,047.33	63648	04/27/2020
Total 3696:					2,047.33		
3242	Suez Water Idaho	0025 MAR20	437 S 9th St irri #06006688	03/11/2020	28.30	11566	04/02/2020
		2853 MAR20	Eastman office #06000337	03/11/2020	57.12	11564	04/02/2020
		4259 MAR20	516 S 9th St irri #06006391	03/13/2020	28.30	11567	04/02/2020
		8504 MAR20	Grove & 10th #060035756	03/11/2020	48.06	11565	04/02/2020
Total 3242:					161.78		
4109	Syringa Networks LLC	20339 APR2	internet & data	04/01/2020	642.15	63649	04/27/2020
Total 4109:					642.15		
4045	Terracon Consultants Inc	TD38907	Capitol & Main Exit Lane R	02/29/2020	144.75	63650	04/27/2020
		TD38907	Capitol & Main Exit Lane R	02/29/2020	2,551.38	63650	04/27/2020
Total 4045:					2,696.13		
3831	The Land Group Inc.	0143411	6th Street Streetscapes, M	02/29/2020	2,770.00	11550	04/03/2020
		0143599	6th Street Streetscapes, M	03/31/2020	1,574.38	11583	04/29/2020
Total 3831:					4,344.38		
4074	The Potting Shed	17846	Interior Plant Maint.	03/31/2020	65.00	63651	04/27/2020
Total 4074:					65.00		
3146	Title One Corporation	1715 W IDA	1715 W. Idaho Street Earn	04/20/2020	25,000.00	11563	04/23/2020
Total 3146:					25,000.00		
3923	Trailhead	119	Idaho Power - 60%	01/31/2020	144.27	11551	04/03/2020
		119	Intermountain Gas - 60%	01/31/2020	203.79	11551	04/03/2020
		121	Suez - 60%	02/29/2020	63.63	11551	04/03/2020
		121	Idaho Power - 60%	02/29/2020	148.36	11551	04/03/2020
		121	Intermountain Gas - 60%	02/29/2020	159.28	11551	04/03/2020
		122	Intermountain Gas - 50%	03/31/2020	110.02	11584	04/29/2020
		122	Idaho Power - 50%	03/31/2020	120.07	11584	04/29/2020
		122	Suez - 50%	03/31/2020	65.12	11584	04/29/2020
Total 3923:					1,014.54		
3170	Treasure Valley Coffee Inc.	2160:066462	Coffee	03/06/2020	66.65	63652	04/27/2020
Total 3170:					66.65		
3835	US Bank - Credit Cards	03.25.2020	Voice, data & webhosting s	03/25/2020	244.85	11597	04/01/2020
		03.25.2020	Office Supplies	03/25/2020	571.64	11597	04/01/2020
		03.25.2020	Computer & Software Supp	03/25/2020	4,088.24	11597	04/01/2020
		03.25.2020	Postage	03/25/2020	279.84	11597	04/01/2020
		03.25.2020	Dues & Subscriptions	03/25/2020	315.17	11597	04/01/2020
		03.25.2020	Travel & Meeting(non-local	03/25/2020	171.00	11597	04/01/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		03.25.2020	Personnel Training (Local)	03/25/2020	406.00	11597	04/01/2020
		03.25.2020	Local Meetings & Transport	03/25/2020	194.11	11597	04/01/2020
		03.25.2020	Office Improvements	03/25/2020	1,961.00	11597	04/01/2020
		03.25.2020	Office Furniture & Equipme	03/25/2020	2,001.28	11597	04/01/2020
		03.25.2020	Banking & Merchant Fees	03/25/2020	93.80	11597	04/01/2020
		03.25.2020	R & M - Buildings & Groun	03/25/2020	81.83	11597	04/01/2020
Total 3835:					10,408.76		
3841	VoiceText Communications	CCDEVC-31	Conference calls	03/16/2020	13.41	11552	04/03/2020
		CCDEVC-32	Conference calls	03/23/2020	94.84	11552	04/03/2020
		CCDEVC-33	Conference calls	03/30/2020	14.45	11585	04/29/2020
		CCDEVC-41	Conference calls	04/13/2020	2.48	11585	04/29/2020
Total 3841:					125.18		
3997	Wash Worx	INV-000508	miller street fence repair	12/31/2019	500.00	11553	04/03/2020
		INV-0005500	Replace broken tree grate -	02/18/2020	195.00	11553	04/03/2020
		INV-000568	Bike Rack Install	03/09/2020	300.00	11586	04/29/2020
Total 3997:					995.00		
3365	Westerberg & Associates	232	Legislative Advisement Ser	03/31/2020	5,000.00	11587	04/29/2020
Total 3365:					5,000.00		
3990	Xerox Corporation	099669782	Copier Lease	02/29/2020	474.03	11554	04/03/2020
		099941874	Copier Lease	03/31/2020	430.13	11588	04/29/2020
Total 3990:					904.16		
4154	XXII Media LLC	PO 200043-1	Staff Professional Photos	02/29/2020	3,998.00	11555	04/03/2020
Total 4154:					3,998.00		
Grand Totals:					1,170,265.87		

Report Criteria:  
Detail report type printed



MINUTES OF REGULAR MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
Virtual Meeting  
Boise, ID 83702  
April 13, 2020 12:02 p.m.

**I. CALL TO ORDER:**

Board Members appeared remotely, as did John Brunelle, CCDC Executive Director, Brady Shinn, Project Manager – Property Development and Ryan Armbruster, CCDC Legal Counsel.

Ross Borden, Finance and Administration Director, and Sarah Jones, Administrative Assistant, were present at the CCDC physical office location.

Present: Commissioner Woodings, Commissioner David Bieter, Commissioner Latonia Haney Keith, Commissioner Maryanne Jordan, Commissioner Lauren McLean, and Commissioner Kate Nelson.

Absent: Chair Zuckerman and Commissioner Quintana

Roll call was taken, by Ryan Armbruster, Agency Legal Counsel confirming quorum.

Vice Chairman Woodings, chaired the meeting in the absence of Chair Zuckerman and convened the meeting with a quorum at 12:03 p.m.

**II. AGENDA CHANGES/ADDITIONS:**

There were no changes to the agenda.

**III. CONSENT AGENDA**

**A. Minutes and Reports**

1. Approval of March 9, 2020 Audit Meeting Minutes
2. Approval of March 9, 2020 Meeting Minutes

**B. Other**

1. Approve Resolution #1634 - 9605 S Eisenman - Type 2 Participation Agreement
2. Approve Resolution #1647 - Cost Share Agreement with ACHD to rebuild 8th Street (Bannock to State) and Bannock Street (9th to Capitol), (\$278,000 contribution from ACHD to CCDC for 8th & Bannock Streetscape Improvement Project)
3. Approve Resolution #1649 - Contract for ParkBOI Garages Door, Hardware, and ADA Upgrades Project
4. Approve Resolution #1646 - Contract for the 11th Street Bikeway Concept Design

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Mclean seconded.  
Roll Call  
Each said Aye. The motion carried. 6/0

Commissioner Gordon Jones joined at 12:05 pm.

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

##### **A. CONSIDER: Resolution #1648 – Ratifying the Parking Proposal Approved by the Agency Board Executive Committee**

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Woodings moved to adopt Resolution #1648, Ratifying the Parking Proposal Approved by the Agency Board Executive Committee.

Commissioner Jordan seconded.  
Roll Call  
Each said Aye. The motion carried 7/0

##### **B. CONSIDER: Suspend Consideration of 2020 Parking Rate Adjustments**

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Woodings opened the meeting for additional public input, there being no additional public input, Commissioner Woodings closed the public comment period. Commissioner Woodings then moved to suspend further consideration until no sooner than Fiscal Year 2021.

Commissioner Bieter seconded.  
Roll Call  
Each said Aye. The motion carried 7/0

##### **C. CONSIDER: 9100 S Eisenman Road – Mixed Use Office/Industrial – Participation Program Type 2 Agreement Designation with R&L Carriers, Inc.**

Brady Shinn, Project Manager – Property Development, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with R&L Carriers, Inc. for future board approval.

Commissioner Jordan seconded.  
Roll Call  
Each said Aye. The motion carried 7/0

## **V. INFORMATION/DISCUSSION ITEMS**

### **A. Trailhead Project Annual Report**

Tiam Rastegar, Executive Director, Trailhead, gave a report.

### **B. CCDC Monthly Report**

John Brunelle, CCDC Executive Director, gave a report

## **VI. MEETING ADJOURNMENT**

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

Each said Aye. 7-0. The meeting adjourned at 12:39 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 18<sup>th</sup> DAY OF May 2020.

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Dana Zuckerman, Chair

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Lauren McLean, Secretary



## AGENDA BILL

<b>Agenda Subject:</b> Resolution #1656 - Adopt Families First Coronavirus Response Act Leave Policy		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> John Brunelle	<b>Attachments:</b> Resolution #1656 Families First Coronavirus Response Act Leave Policy	
<b>Action Requested:</b> Approve Resolution #1656 adopting the Families First Coronavirus Response Act Leave Policy		

### Background:

On March 18, 2020, the Family First Coronavirus Response Act (FFCRA) was signed into law by the President of the United States. FFCRA requires that the Agency, as a covered employer, provide two new categories of paid leave to employees who are unable to work (including tele-work) for specified reasons related to COVID-19.

- 1) Emergency Paid Sick Leave Act (EPSLA)
- 2) Emergency Family and Medical Leave Expansion Act (EFMLEA).

FFCRA is in effect April 1, 2020 through December 31, 2020 and will be enforced by the U.S. Department of Labor Wage and Hour Division. Agency staff and counsel have reviewed the Families First Coronavirus Response Act Leave Policy and find it to meet all federal requirements.

CCDC suspended regular office hours starting on March 16<sup>th</sup>, 2020. All CCDC employees have been able to transition to tele-working from their homes since that time. Employees that have the opportunity to tele-work and are able to do so, are not eligible for these categories of leave. As of this writing, all CCDC employees are healthy and there are no known cases of COVID-19 reported. CCDC has not needed to provide these types of leave so far.

### Fiscal Note:

No new fiscal impact.

**Staff Recommendation:** Approve updates to Employee Manual.

### Suggested Motion:

I move to approve Resolution No. 1656 temporarily providing two new categories of leave for CCDC employee required by the Families First Coronavirus Response Act.

**RESOLUTION NO. 1656**

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 ADOPTION OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT LEAVE POLICY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION IN ACCORDANCE WITH THE POLICY; PROVIDING THE POLICY IS EFFECTIVE RETROACTIVE TO APRIL 1, 2020, THROUGH DECEMBER 31, 2020; 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, on March 18, 2020, the Family First Coronavirus Response Act ("FFCRA") was signed into law by the President of the United States; and,

WHEREAS, the FFCRA requires that the Agency, as a covered employer, provide two new categories of paid leave to employees who are unable to work (including tele-work) for specified reasons related to COVID-19, to wit: Emergency Paid Sick Leave Act ("EPSLA") and Emergency Family and Medical Leave Expansion Act ("EFMLEA"); and,

WHEREAS, the FFCRA is in effect April 1, 2020 through December 31, 2020, and will be enforced by the U.S. Department of Labor Wage and Hour Division; and

WHEREAS, Agency staff and counsel have reviewed the Families First Coronavirus Response Act Leave Policy and find it to be in order with federal requirements; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to adopt the Families First Coronavirus Response Act Leave Policy.

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

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

Section 2: That the Families First Coronavirus Response Act Leave Policy, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved and adopted for the Agency retroactive to April 1, 2020, and will expire automatically on December 31, 2020.

Section 3: That the Executive Director of the Agency is hereby authorized and directed to take all appropriate action to implement the Families First Coronavirus Response Act Leave Policy, including distribution to Agency employees.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 11, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 18, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_

Dana Zuckerman, Chairman

ATTEST:

BY: \_\_\_\_\_

Lauren McLean, Secretary



## **Families First Coronavirus Response Act Leave Policy**

Effective Date: April 1, 2020  
End Date: December 31, 2020

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) was signed into law. The law requires that covered employers provide new categories of paid leave to all employees during the period April 1, 2020 through December 31, 2020. This policy will automatically expire on December 31, 2020, without further action by the CCDC Board of Commissioners.

Interpretations and guidance on the FFCRA leave requirements continue to be updated. This policy is subject to change at any time based on the guidance from controlling federal agencies.

### **SUMMARY OF NEW LEAVE CATEGORIES UNDER THE FFCRA**

#### **1. Emergency Paid Sick Leave Act (EPSLA)**

##### **Benefit Basics:**

- Six qualifying COVID-19 related reasons for job-protected leave
- During leave, continuation of health insurance
- Entitlement to paid sick leave over a 2-week period
  - Full-time employees, based on their schedule, up to 80 hours
  - Part-time employees, hours based on their schedule

#### **2. Emergency Family and Medical Leave Expansion Act (EFMLEA)**

##### **Benefit Basics:**

- Employee can only use EFMLEA leave to care for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons
- Up to 12 weeks of job-protected leave, with continuation of health insurance
- First 2 weeks is unpaid; employee may choose to use EPSLA paid sick leave or accrued paid leave concurrently.
- Remaining 10 weeks paid at two-thirds the employee's regular rate of pay up to \$200 a day.

## **Emergency Paid Sick Leave Act (EPSLA)**

### **ELIGIBILITY**

An employee is entitled to take EPSLA leave if the employee is unable to work (including tele-work) because the employee:

1. Is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine related to COVID-19;
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. Is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine related to COVID-19;
5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

### **DURATION OF LEAVE**

Coverage for EPSLA leave is for a two week period.

Full-time employees may use up to 80 hours. Part-time employees may use a number of hours equal to the number of hours they work, on average, over a 2-week period.

### **COMPENSATION**

Compensation during EPSLA leave is based on the COVID-19 reason for leave, as follows:

#### **EPSLA Paid Leave, 100% Calculations.**

An employee is due 100% the required rate of pay for leave hours taken if the employee:

1. Is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine related to COVID-19; or
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis

\* Total pay is capped at \$511 per day or \$5,110 in total.

#### **EPSLA Paid Leave, Two-Thirds (2/3) Pay Calculations.**

The employee is due two-thirds the required rate of pay for leave hours taken if the employee:

4. Is caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19;
5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

\* Total pay is capped at \$200 per day or \$2,000 in total.



## **Emergency Family and Medical Leave Expansion Act (EFMLEA)**

### **ELIGIBILITY**

An employee can only use EFMLEA leave if the employee is unable to work (including tele-work) due to a bona fide need for leave to care for his or her child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

### **DURATION OF LEAVE**

Coverage for EFMLEA leave is for a twelve-week period.

### **COMPENSATION**

Compensation during EFMLEA leave is as follows:

#### **First two weeks of EFMLEA leave is unpaid.**

The employee may choose to use EPSLA paid sick leave or accrued paid time under their employer benefits package at the same time as the first two weeks of unpaid EFMLEA leave.

#### **Up to 10 weeks paid leave available thereafter.**

Hours of leave are paid at two-thirds the employee's regular rate of pay.

\* Total pay is capped at \$200 per day or \$10,000 in total.

## **ADDITIONAL DETAILS – EPSLA AND EFMLEA**

Employees that are provided an opportunity to tele-work from home and are able to do so are not eligible for EPSLA and EFMLEA leave. Employees who are terminated, laid-off (separated from employment) or furloughed (placed on unpaid leave) are not eligible for EPSLA and EFMLEA leave. Additionally, if an employee is granted leave but is laid-off or furloughed while on leave, all leave benefits will immediately stop.

### **DEFINITIONS**

For purposes of this policy, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is: a.) under 18 years of age; or b.) 18 years of age or older and incapable of self-care because of a mental or physical disability.

For purposes of this policy, "unable to work" means that CCDC has work for the employee and the employee is unable to perform that work, either at the CCDC office or by means of tele-work, because of one of the six qualifying COVID-19 related reasons for job-protected leave.

### **MAKING A REQUEST FOR LEAVE**

Employees who would like to request leave under EPSLA and EFMLEA leave categories should submit a written statement to the Executive Director with the following information:

1. The employee's name;
2. The date or dates for which leave is requested;
3. A statement of the COVID-19 related reason the employee is requesting leave and written support for such reason; and
4. A statement that the employee is unable to work, including by means of tele-work, for such reason.

In the case of a leave request based on a quarantine order or self-quarantine advice, the statement from the employee should include the name of the governmental entity ordering quarantine or the name of the health

care professional advising self-quarantine, and, if the person subject to quarantine or advised to self-quarantine is not the employee, that person's name and relation to the employee.

In the case of a leave request based on a school closing or child care provider unavailability, the statement from the employee should include the name and age of the child (or children) to be cared for, the name of the school that has closed or place of care that is unavailable, and a representation that no other person will be providing care for the child during the period for which the employee is receiving family medical leave. If the leave request is based on a need to provide care for a child older than fourteen during daylight hours, the statement from the employee should include a statement that special circumstances exist requiring the employee to provide care.

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## **IV. ACTION ITEMS**



## AGENDA BILL

<b>Agenda Subject:</b> Consider Resolution No. 1650 approving the Lease of 500 S. 8 <sup>th</sup> Street from Rim View LLC		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> John Brunelle Mary Watson	<b>Attachments:</b> <ul style="list-style-type: none"><li>- Resolution No. 1650</li><li>- Lease of 500 S. 8<sup>th</sup> Street, Boise</li></ul>	
<b>Action Requested:</b> Approve Resolution No. 1650 approving the Lease of 500 S. 8 <sup>th</sup> Street from Rim View LLC		

### Background:

Since 2015, the Agency has leased commercial office space at 500 S. 8<sup>th</sup> Street in Boise (southeast corner of 8<sup>th</sup> Street and Myrtle Street) from Rim View LLC. That space has been used by the Agency to house the economic development efforts known as Trailhead, the business incubator run by non-profit business entity Actuate Boise, Inc. The City of Boise has not been a party to this lease but has shared the Trailhead lease expenses under the terms and conditions of a Memorandum of Understanding (MOU) with the Agency. On December 17, 2019, the City approved a new MOU to continue this arrangement; the Agency Board approved the MOU at its December 2019 public meeting. In accordance with Section 2.3 of the new MOU, the City Council on May 12 approved the form of the new lease that has been negotiated with Rim View LLC.

As directed by the Agency Board Executive Committee, the new proposed lease is for an initial term of two years, commencing May 1<sup>st</sup>, with up to three (3) optional one-year renewals. Renewal terms would be reviewed for approval by the Agency Board at future public meetings.

The lease is for the entire building at 500 S. 8<sup>th</sup> Street: 7,600 sq.ft. main floor plus 7,200 sq.ft. basement storage. The basement cannot be used as office space as it is not code-compliant. The landlord has proposed a gross lease, meaning the landlord covers all of the building and operating expenses except for utilities, such as: building insurance; taxes; fire alarm monitoring; snow removal; HVAC quarterly servicing; all capital improvements and replacements (including HVAC and plumbing); cleaning the exterior and grounds; landscaping; and landlord's administration costs and overhead.

The ability of the Agency to lease real property is expressly allowed by Idaho Code § 50-2007.

**Fiscal Notes:**

The gross lease rate proposed is \$183,000 per year (\$15,250 per month) for the initial two-year term, with increases of 3% or the percent change in the Consumer Price Index for the previous 12 months, whichever is less, for each of the optional renewal terms. In accordance with the terms of the MOU, the Agency and the City will share the expense – making the Agency's share \$91,500 per year for the first two years. The Agency has budgeted sufficient resources for this expense.

**Staff Recommendation:**

In order to facilitate the business development efforts commonly known as Trailhead as described herein, Staff recommends approval of Resolution No. 1650.

**Suggested Motion:**

I move to adopt Resolution No. 1650 approving the Lease of 500 S. 8<sup>th</sup> Street from Rim View LLC.

**RESOLUTION NO. 1650**

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 LEASE OF 500 S. 8<sup>TH</sup> STREET, BOISE, IDAHO, BETWEEN THE AGENCY AND RIM VIEW LLC FOR A PERIOD OF TWO (2) YEARS WITH CERTAIN TERMS AND CONDITIONS AND EXPENSES MEANT TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LEASE; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE LEASE AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE LEASE SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency and the City of Boise for the past five years have been working together to provide a benefit to the citizens of Boise, Idaho, by encouraging private investment within the city 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 and other public purposes, the Agency leased space in a building located at 500 S. 8<sup>th</sup> Street, Boise ("Building"), from Rim View LLC, which lease was for a five (5) year term beginning February 1, 2015 and expiring on January 30, 2020, and which space was used by Actuate Boise, Inc., to provide services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services"); and,

WHEREAS, with all involved parties desiring to continue the Business Assistance Services and efforts commonly known as Trailhead, the Agency Board at its public meeting on December 9, 2019, passed Resolution No. 1635 approving a Memorandum of Understanding between the Agency and the City of Boise which set out certain terms and conditions and expenses associated with the Building used for the Business Assistance Services; and,

WHEREAS, in accordance with Section 2.3 of the Memorandum of Understanding, the City of Boise approved the form of the new Lease for 500 S. 8<sup>th</sup> Street, Boise, attached hereto as EXHIBIT A and incorporated herein by reference, at its public meeting on May 12, 2020; and,

WHEREAS, the Agency Board hereby finds and determines that the Lease enables all the involved 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 Agency to lease real property is expressly allowed by Idaho Code Section 50-2007; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the new Lease with Rim View LLC and to authorize the Executive Director to execute same, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Lease for 500 S. 8<sup>th</sup> Street, Boise, 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.

Section 3: That the Agency Executive Director is hereby authorized to execute the Lease for 500 S. 8<sup>th</sup> Street, Boise, for a Term of two (2) years with an effective date of May 1, 2020; and, further, is hereby authorized to execute any necessary documents required to implement the Lease and to make any necessary technical changes to the Lease, subject to representations by Agency staff and Agency legal counsel that all conditions precedent 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 May 18, 2020, Agency Board meeting, including any substantive changes discussed and approved at that meeting.



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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 18, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on May 18, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

BY: \_\_\_\_\_  
Lauren McLean, Secretary

**OFFICE LEASE**  
**500 S. 8<sup>th</sup> Street, Boise, Idaho**

THIS OFFICE LEASE is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between RIM VIEW LLC, an Idaho limited liability company ("**Landlord**"), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, 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 ("**Tenant**"). Landlord and Tenant may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of this Lease shall be the date signed by both parties (last date signed).

**W I T N E S S E T H:**

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

**ARTICLE I. PREMISES**

**Section 1.1 Leased Premises.** Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises ("**Premises**") situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building ("**Ground Floor**"), and 7,200 of unfinished basement space in the building ("**Basement**") for a total of 14,800 rentable square feet, located at 500 S. 8<sup>th</sup> Street, Boise, Idaho ("**Building**"). The Ground Floor and Basement are shown as the **Premises** on the Floor Plans attached hereto as Exhibit "A".

**Section 1.2 Tenant Improvements.** Landlord is providing the Premises upon a "**As-Is**" basis based upon the Floor Plans (Exhibit "A") which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant's sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

**ARTICLE II. LEASE TERM**

**Section 2.1 Lease Term.** The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

**Section 2.2 Optional Renewal Terms.** Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the "**Renewal Term**"), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.

First optional renewal term: May 1, 2022 to April 30, 2023  
Second optional renewal term: May 1, 2023 to April 30, 2024  
Third optional renewal term: May 1, 2024 to April 30, 2025

**Section 2.3 Required Notice for Renewal Terms.** Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

### **ARTICLE III. RENT**

**Section 3.1 Monthly Rent.** Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of **FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$15,250)** to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

**Section 3.2 Monthly Rent for Renewal Terms.** If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant's monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term's monthly rent amount plus three percent (3%); or b.) the previous term's monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

**Section 3.3 Gross Lease.** This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the "Operating Expenses") except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord's administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8<sup>th</sup> Street is included in this Lease.

**Section 3.4 Late Payment; Liquidated Damages.** Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of

Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord's acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant's default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

#### **ARTICLE IV. SECURITY DEPOSIT**

Concurrent with the Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$15,250.00. Said sum shall be held by Landlord as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant's failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord's general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord's interest in the Building, Landlord shall transfer the security deposit to Landlord's successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

#### **ARTICLE V. USE OF PREMISES**

**Section 5.1 Use.** Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, "general office" use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

**Section 5.2 Compliance with Laws.** Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.

Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) ("ADA") applicable to the exterior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party's failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

**Section 5.3 Effect on Insurance.** Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant's use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

**Section 5.4 Waste; Nuisance.** Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

**Section 5.5 Electrical Requirements.** If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant's own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

**Section 5.6 Disposal of Refuse.** Subject to Landlord's obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

**Section 5.7 Suitability.** Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with

respect to the Premises or with respect to the suitability of the Premises or the Building for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as provided in this Lease. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at such time, in satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord written notice specifying in reasonable detail the respects in which the Premises or the Building were not in satisfactory condition.

**Section 5.8 Prohibited Sales.** Tenant shall not use, or permit any person or persons to use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale, distress or fire sale, bankruptcy sale, or going-out-of-business sale.

**Section 5.9 Rules and Regulations.** Tenant shall comply with any reasonable Building or parking rules and regulations of Landlord as may now exist or may hereafter be established or from time to time be amended by Landlord, provided that no such reasonable rules or amendments shall materially increase Tenant's obligations under this Lease. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or for failure to enforce such rules and/or regulations.

**Section 5.10 Exclusive.** No exclusive rights are granted under this Lease.

## **ARTICLE VI. COMMON AREAS**

**Section 6.1 Definition.** As used in this Lease, the term "common areas" means the land and improvements which, at the time in question, have been designated by Landlord for common use by or for the benefit of more than one tenant, including, without limitation, any land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls (except those abutting the Premises), elevators, interior corridors, rest rooms, drinking fountains, outside areas, and other public facilities.

**Section 6.2 Access; Management.** Tenant shall have a nonexclusive right during the term of this Lease to use common areas for itself, its employees, agents, customers, invitees, and licensees, in common with other tenants and their customers. However, all common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees to whom Landlord may have delegated or assigned the right to exercise such management or control, in whole or in part, in Landlord's place and stead, and Landlord and Landlord's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such reasonable rules and regulations, to cause its concessionaires, and its and their employees and agents, so to abide and conform, and to use its best efforts to cause its customers, invites, and licensees to so abide and conform. It shall be Tenant's duty to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and in no event shall Tenant have the right to sell or solicit in any manner in any of the common areas without the prior written consent of Landlord. If any common area expenses are increased by reason of Tenant's operation of its business on a 24-hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased

expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant's expense

**Section 6.3 Closure.** Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

**Section 6.4 Changes.** Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord's opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord's sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

**Section 6.5 Deliveries.** Tenant agrees that Tenant and Tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

## **ARTICLE VII. UTILITIES**

**Section 7.1 Utility Charges; Hookup Fees.** Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord's negligence or intentional act.

**Section 7.2 Reimbursement to Landlord.** Intentionally Omitted.

**Section 7.3 Common Utility Facilities.** Intentionally Omitted.

## **ARTICLE VIII. AIR CONDITIONING AND HEATING**

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

## **ARTICLE IX. TAXES AND OTHER ASSESSMENTS**

**Section 9.1 Personal Property Taxes.** Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant's use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

## **ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES**

**Section 10.1 Tenant's Obligation.** Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant's rubbish and refuse.

**Section 10.2 Landlord's Obligation.** Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord's plate glass insurance to the extent it is not covered by Landlord's plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord's cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,



or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

**Section 10.3 Failure to Repair.** If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

## **ARTICLE XI. INSURANCE**

**Section 11.1 Tenant's Obligation.** During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant's sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

**Subsection 11.1.1 Public Liability and Property Damage.** Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than \$2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant's use of the Premises and other portions of the Building, or arising out of or relating to Tenant's maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord's lenders as designated by Landlord from time to time.

**Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property.** Tenant shall obtain and maintain insurance covering all of the items comprising Tenant's leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of "fire and extended coverage," together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.

**Section 11.2 Landlord's Obligation.** Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord's sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

**Subsection 11.2.1 Plate Glass.** Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

**Section 11.3 Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days' written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

**Section 11.4 Adjustment of Coverage.** Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

**Section 11.5 Failure of Tenant to Insure.** In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord's election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor be an election of remedies otherwise available to Landlord.

## **ARTICLE XII. DAMAGE TO PREMISES**

**Section 12.1 Fully Tenantable.** If the Premises are damaged by fire or other casualty (hereinafter "occurrence"), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

**Section 12.2 Partially Untenable.** If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

**Section 12.3 Totally Untenable.** If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

**Section 12.4 Uninsured Casualty.** If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

**Section 12.5 Destruction of Building.** In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

## **ARTICLE XIII. CONDEMNATION**

**Section 13.1 Entire or Substantial Taking.** If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.

**Section 13.2 Partial Taking.** In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord's expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

**Section 13.3 Awards.** Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation.

**Section 13.4 Sale Under Threat of Condemnation.** A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

#### **ARTICLE XIV. ALTERATIONS AND FIXTURES**

**Section 14.1 Installation; Removal.** Tenant shall not make any alterations or additions to the Premises over \$5,000 annually without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant's expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant's cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

**Section 14.2 Protection of Others.** All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause

dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

**Section 14.3 Security System.** Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

## **ARTICLE XV. SIGNS**

**Section 15.1 Tenant's Sign.** Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building's theme and be subject to Landlord's approval as set forth below.

**Section 15.2 Approval of Signs.** Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8<sup>th</sup> St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term "exterior sign" means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

**Section 15.3 Maintenance.** After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

## **ARTICLE XVI. LIENS**

**Section 16.1 Liens Prohibited.** Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen's liens ("prohibited lien"). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney's fees, and all other expenses on account of any such lien.

**Section 16.2 Release of Lien.** Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.

**Section 16.3 Failure to Pay or Release Lien.** If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

## **ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS**

**Section 17.1 Waiver of Subrogation.** Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

**Section 17.2 Non-Liability of Landlord.** Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

## **ARTICLE XVIII. INDEMNITY**

**Section 18.1 Indemnification of Landlord.** Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant's guests, invitees, customers, or any of Tenant's agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord's insurance.

**Section 18.2 Indemnification of Tenant.** Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney's fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant's agents, employees, contractors, and invitees, which arise from Landlord's breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord's agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

## **ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER**

**Section 19.1 Assignment Restricted.** Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant's sublease, license, or agreement with the entity currently known "Actuate Boise, Inc." and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant's interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant's request for consent within fifteen (15) days of Landlord's receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

**Section 19.2 Mortgage Prohibited.** Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

**Section 19.3 Request for Consent.** In the event Tenant requests Landlord's consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord's judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises' use as office and/or storage on the Ground Floor and

storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

**Section 19.4 No Implied Release or Waiver.** Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant's obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant's option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

**Section 19.5 Included Transactions.** For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

- (a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;
- (b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant's owners existing as of the date of execution hereof.

## **ARTICLE XX. SUBORDINATION AND ATTORNMENT**

**Section 20.1 Subordination.** At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord's interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

**Section 20.2 Attornment.** In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.



## **ARTICLE XXI. DEFAULT**

**Section 21.1 Events of Default.** Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;
- (b) Failure to timely observe or perform Tenant's other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);
- (c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

**Section 21.2 Effect of Notice of Default.** If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

**Section 21.3 Remedies.** In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant's obligation to pay rent or Tenant's other obligations hereunder:

**Subsection 21.3.1 Reentry.** Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.

**Subsection 21.3.2 Reletting.**

- (a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant's obligations under this Lease.
- (b) In the event any reletting occurs, Tenant's right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant's liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.
- (c) In the event of a reletting of the Premises after Tenant's default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord's election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

**Subsection 21.3.3 Acceleration.** Intentionally Omitted.

**Subsection 21.3.4 Subtenant Security Deposits.** Intentionally Omitted.

**Subsection 21.3.5 Other Remedies.** Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

**Section 21.4 Mitigation.** In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

**Section 21.5 Landlord Default.** Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

## **ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES**

**Section 22.1 Right of Entry.** Landlord and Landlord's authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

- (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
- (b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;
- (c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;
- (d) to post "for sale" signs at any time during the term of this Lease and to post "for rent" signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and
- (e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

**Section 22.2 No Liability.** Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively "damage") arising out of Landlord's entry on the Premises as allowed herein, unless any such damage arises out of Landlord's negligent or willful misconduct.

### **ARTICLE XXIII. WAIVER**

Landlord's waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

### **ARTICLE XXIV. NOTICES**

**Section 24.1 Service of Notice.** Any notice or demand given under the terms of this Lease 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.

**Section 24.2 Landlord's Address.** Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC  
1301 S. Vista Avenue, Suite 101  
Boise, Idaho 83705  
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.  
Parsons Behle & Latimer  
800 W. Main Street, Suite 1300  
Boise, Idaho 83702  
(208) 562-4900

**Section 24.3 Tenant's Address.** Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation  
121 N. 9<sup>th</sup> St., Suite 501  
Boise, Idaho 83702  
(208) 384-4264

With copy to: Ryan Armbruster, Esq.  
Elam & Burke  
251 E. Front Street, Suite 300  
Boise, Idaho 83701  
(208) 343-5454

And a copy to: City of Boise  
Attn: Boise City Attorney's Office  
150 N. Capitol Boulevard  
PO Box 500  
Boise, Idaho 83702-0500

**Section 24.4 Change of Address.** Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

#### **ARTICLE XXV. HOLD OVER**

**Section 25.1 Month-to-Month Tenancy.** If Tenant, with Landlord's written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease. If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord's written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord's right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity. Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord). The inclusion of this subsection shall not be construed as Landlord's permission for Tenant to hold over after the expiration of this Lease.

#### **ARTICLE XXVI. ATTORNEY FEES AND COSTS**

**Section 26.1 General Default.** If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney's fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

**Section 26.2 Litigation.** In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, accountant's, and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.

## **ARTICLE XXVII. SURRENDER OF PREMISES**

**Section 27.1 Condition.** Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

**Section 27.2 Abandoned Property.** Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord's intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord's sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney's fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided elsewhere in this Lease or as allowed by law.

**Section 27.3 Permanent Property.** All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinabove. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.

## **ARTICLE XXVIII. MISCELLANEOUS**

**Section 28.1 Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

**Section 28.2 Estoppel Certificate.** Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord's performance; and c.) that not more than an amount equal to one (1) month's rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

**Section 28.3 Transfer of Landlord's Interest.** In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord's interest, and Tenant agrees to attorn to Landlord's successor in interest.

**Section 28.4 Severability.** If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

**Section 28.5 Force Majeure.** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

**Section 28.6 Interest on Past Due Obligation.** Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

**Section 28.7 Covenants.** Intentionally Omitted.

**Section 28.8 Corporate Authority.** If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation's board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

**Section 28.9 No Recording.** Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's interest therein.

**Section 28.10 Article Headings.** The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

**Section 28.11 Entire Agreement.** This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

**Section 28.12 Amendments.** This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

**Section 28.13 Governing Law; Venue.** This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

**Section 28.14 Counterparts.** This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

**Section 28.15 Succession.** This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.



**Section 28.16 Broker.** Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

**Section 28.17 Guaranty.** Intentionally Omitted.

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

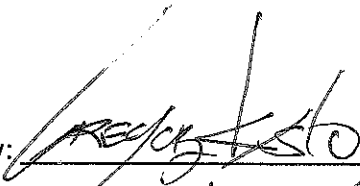

**Section 28.16 Broker.** Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

**Section 28.17 Guaranty.** Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

**IN WITNESS WHEREOF,** This Lease Agreement has been executed as of the day and year first hereinabove written.

**LANDLORD: RIM VIEW, LLC**

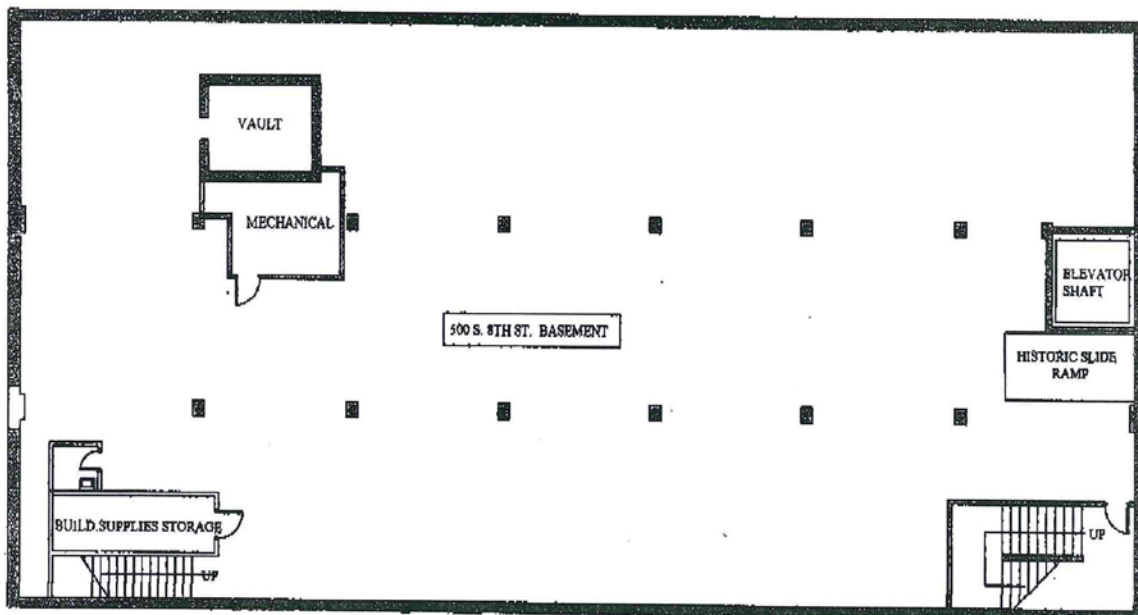
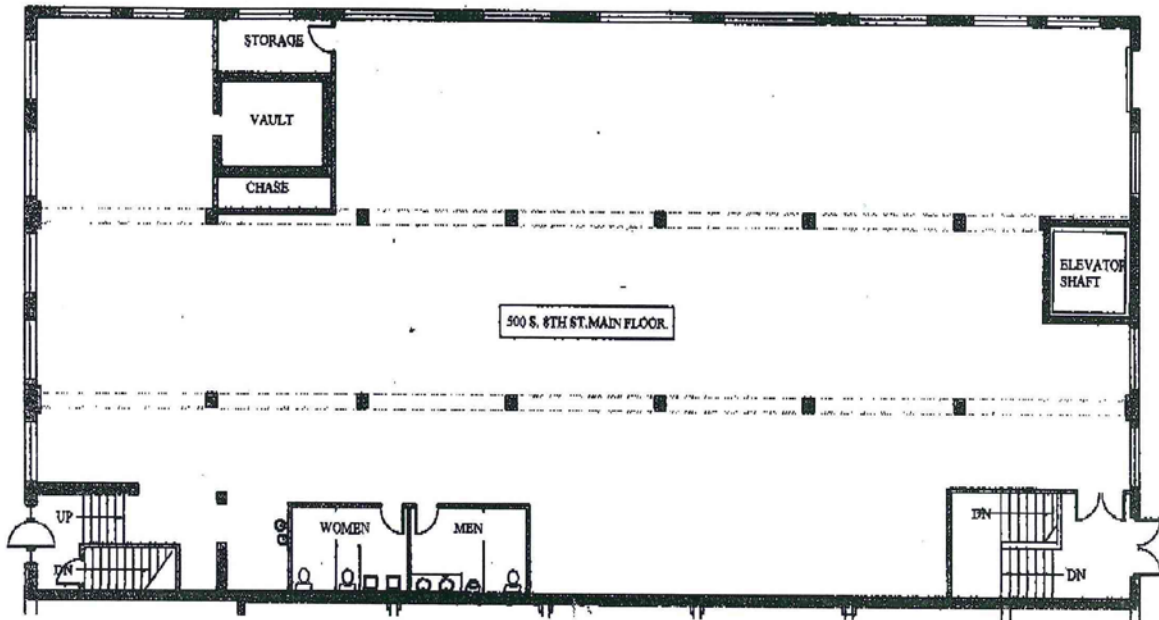
By:  3-31-2020  
 3.31.2020

**TENANT: CAPITAL CITY DEVELOPMENT CORPORATION**

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

**EXHIBIT A**

**FLOOR PLAN—BUILDING**



**EXHIBIT B**

**IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE  
AT LEASE EXPIRATION**

None.



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## AGENDA BILL

<b>Agenda Subject:</b> Consider Resolution No. 1651 approving the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc.		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> John Brunelle Mary Watson	<b>Attachments:</b> <ul style="list-style-type: none"><li>- Resolution No. 1651</li><li>- Entrepreneurship Consulting Agreement</li></ul>	
<b>Action Requested:</b> Approve Resolution No. 1651 approving the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services related to Trailhead.		

### Background:

For the past five years, the Agency, the City of Boise, and the non-profit business entity Actuate Boise Inc. ("Actuate") 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 Actuate helping companies grow by providing business mentoring assistance including business education programming and entrepreneurship resources.

The prior Entrepreneurship Consulting Agreement expired on January 30, 2020. In order to continue working together to accomplish the business objectives noted above, a new Entrepreneurship Consulting Agreement needs to be executed by the Parties. Actuate's Board of Directors approved the new Agreement on April 30, 2020. The City approved the new Agreement on May 12, 2020, with its Resolution RES-134-20.

As part of the terms and conditions of the Entrepreneurship Consulting Agreement, Actuate develops entrepreneurship programs that mentor members on financial and legal issues and that assist members in locating financing for their startups. Actuate also provides a targeted work space, administrative services, and meeting space. Actuate delivers a yearly report to the Agency and the City that seeks to capture the success or failure of its efforts, with data including: current membership; membership missions, goals, and progress in new job creation and/or investments; collaborations with public entities or non-profits; services currently provided to the members; new jobs and investments created as a whole by the members; and a financial report including revenue from use fees and program fees. The Agency Board received the most recent Trailhead yearly

report at its April 13, 2020, public meeting. In exchange for the Actuate services, the Agency and the City share in the expenses associated with leasing commercial office space that houses the Trailhead operations. The new Agreement has a two-year Term with the option to renew for three additional one-year terms.

Idaho Code § 67-2803(4) allows for the procurement of professional services to be performed by an independent contractor. Idaho Code § 50-2015 allows the Agency and the City to cooperate and jointly benefit each other in the planning and carrying out of urban renewal activities.

**Fiscal Notes:**

The Entrepreneurship Consulting Agreement obligates the Agency to lease commercial office space for Actuate for its business assistance services. A lease of 500 S. 8<sup>th</sup> Street, in Boise, has been negotiated and is pending approval by the Agency Board. Under the terms of a Memorandum of Understanding signed by the Agency and the City of Boise with an effective date of December 17, 2019, the City agrees to reimburse to the Agency one-half of the rent, security deposit, and any other costs and fees incurred by the Agency under the lease terms. The Agency has budgeted sufficient funds for these expenses.

**Staff Recommendation:**

In order to achieve the Trailhead business efforts described herein, Staff recommends approval of Resolution No. 1651.

**Suggested Motion:**

I move to Approve Resolution No. 1651 approving the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services related to Trailhead.

## RESOLUTION NO. 1651

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 ENTREPRENEURSHIP CONSULTING AGREEMENT BETWEEN THE AGENCY, THE CITY OF BOISE, AND ACTUATE BOISE, INC., TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in accordance with Idaho Code § 50-2015 which allows the Agency and the City to cooperate and jointly benefit each other in the planning and carrying out of urban renewal activities, the Agency and the City for the past five years have been working together to provide a benefit to the citizens of Boise, Idaho, by encouraging private investment within the city 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 and other public purposes, the Agency, the City, and Actuate Boise, Inc., entered into that certain "*Entrepreneurship Consulting Agreement*" on February 3, 2015, for Actuate Boise, Inc., to provide professional services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services"); and,

WHEREAS, with all involved parties desiring to continue the Business Assistance Services and efforts commonly known as Trailhead, the Agency Board at its public meeting on December 9, 2019, passed Resolution No. 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the Business Assistance Services; and,

WHEREAS, in accordance with Idaho Code § 67-2803(4) which allows for procurement of professional services to be performed by an independent contractor, the Agency, the City, and Actuate Boise, Inc., have negotiated a new Entrepreneurship Consulting Agreement, attached as Exhibit A and incorporated herein by reference, which sets forth the terms and conditions of Business Assistance Services to be provided for a Term of two (2) years with the option of renewals by the parties; and,

WHEREAS, the Board of Directors of Actuate Boise, Inc., approved the new Entrepreneurship Consulting Agreement on April 30, 2020, and the City approved the new Entrepreneurship Consulting Agreement at a public meeting on May 12, 2020, with its Resolution RES-134-20; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the new Entrepreneurship Consulting Agreement and to authorize the Executive Director to execute same, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Entrepreneurship Consulting Agreement, 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.

Section 3: That the Agency Executive Director is hereby authorized to execute the Entrepreneurship Consulting Agreement, and, further, is hereby authorized to execute any necessary documents required to implement the Agreement and to make any necessary technical changes, subject to representations by Agency staff and Agency legal counsel that all conditions precedent and any necessary technical changes thereto or other documents are acceptable and consistent with the provisions of the Agreement and any comments and discussions received at

the May 18, 2020, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 18, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on May 18, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

BY: \_\_\_\_\_  
Lauren McLean, Secretary

## ENTREPRENEURSHIP CONSULTING AGREEMENT

This Entrepreneurship Consulting Agreement ("Agreement") is entered into by and among the Urban Renewal Agency for the City of Boise, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation, doing business as Trailhead ("Manager"), collectively referred to as the "Parties."

### WITNESSETH

WHEREAS, Agency, City, and Manager share a commitment to helping grow new businesses in Boise, Idaho; and

WHEREAS, Manager has assembled staff expertise and financial resources to help companies grow and has experience in providing assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, "Entrepreneurship Programming"). The persons and/or businesses registered for the Entrepreneurship Programming are referred to herein as "Members"; and

WHEREAS, the Parties desire to enter into this Agreement, as allowed by Idaho Code 67-2803(4), for Manager to provide Entrepreneurship Programming as described herein including **EXHIBIT A** ("Program Guidelines"); and

WHEREAS, to assist and in consideration of the Entrepreneurship Programming, the Agency has agreed to enter into that certain Office Lease for a 14,800 square foot building located at 500 S. 8th Street, Boise, Idaho ("Premises"), attached hereto as **EXHIBIT B** ("Lease"), with such obligations as more particularly described in the Lease, and pay the rent and operating expenses except as otherwise stated herein for the Premises as an office for the Entrepreneurship Programming, based on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, Agency, City, and Manager hereby agree as follows:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date last signed by all Parties.
2. **PURPOSE.** The purpose of this Agreement shall be for Manager to operate the Entrepreneurship Programming and use and operate the Premises for such purpose.
3. **ENTREPRENEURSHIP PROGRAMMING.**
  - A. **Operation.** Manager shall be responsible for the daily operation and management of the Entrepreneurship Programming and meeting the Program Guidelines set forth in **Exhibit A**. Manager will screen prospective Members, select Members, and provide counseling and support for Members. Manager will assist Members with gaining access to appropriate funding resources and include Members in other entrepreneurial activities that Manager sponsors.

B. **Members.** Manager shall have written contracts with each Member participating in the Entrepreneurship Program. Such contract shall expressly provide that the Member's use of the Premises (i) will be in compliance with the terms and conditions of this Agreement and the Lease, and (ii) will not extend beyond this Agreement and the Lease's terms. Within thirty (30) days of the Effective Date, Manager shall submit to Agency and City a copy of the contract Manager intends to use with the Members for Agency and City's approval, which approval shall not be unreasonably withheld or delayed and shall be subject to the following provision. Agency's and City's respective approval shall be based on Agency's and City's respective determination the Member agreements do not violate state or federal law governing and limiting the powers of either Agency or City. Manager shall not make any material changes to the Member contracts without Agency and City's approval, such approval being subject to the previous sentence. At any time during the term of this Agreement, Manager shall provide copies of current form Member contracts within five (5) business days after request by the Agency and/or City.

C. **Quarterly Meetings.** Manager will meet with the Agency and City on a quarterly basis and provide appropriate reports for such meetings, as reasonably determined by the Agency and City. At a minimum, the reports should discuss aggregated information about: the current Members; Member fees paid to Manager; Member missions, goals, and progress in new job creation and/or investments; and the services currently being provided by Manager to the Members, including the services provided by Manager and the new jobs and investment created as a whole by the Members.

D. **Financial Reporting.** Manager shall deliver to Agency an annual financial audit or professional financial report in a form acceptable to Agency, covering the fiscal year of October 1 through September 30 and reporting on the funds received and expended by Manager for managing the Entrepreneurship Programming, including all revenues from use fees and program fees. The annual financial audit shall be conducted in accordance with generally accepted governmental auditing standards by a certified public accountant, or public accountant, and be presented to Agency as soon as practicable after September 30 of each year.

E. **Records and Audits.** Manager shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by Agency representatives for three (3) years after final payment. Copies shall be made available to Agency upon request.

F. **Staffing.** Manager shall be responsible for its own personnel activities, including hiring, paying, and disciplining its employees in the fulfillment of this Agreement. All personnel so employed shall be employees of Manager and not of Agency or City. Manager shall maintain files for each of its employees.

#### **4. PREMISES.**

A. **Operations on Premises.** Manager shall have access to the Premises upon execution of this Agreement. Manager shall continuously operate the Entrepreneurship Programming on the Premises during the term of this Agreement. Manager covenants to use the Premises solely in furtherance of the Entrepreneurship Programming purpose and in compliance with all terms and conditions of the Lease (other than with respect to payments due landlord under the Lease) and not in contravention of the Lease and will cause its Members to do the same at its cost and expense. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties acknowledge

and agree that the Lease is attached for reference only and Manager is not a party to and accordingly has no rights or obligations under the Lease.

B. Payment of Rent. Subject to the terms of this Agreement, Agency covenants to abide by all terms of the Lease, and to pay any and all amounts considered Rent when due thereunder and to provide, in a timely manner, Manager with copy of any notices given or received under the Lease. Manager has no obligation to pay Rent or operating expenses to Agency or City for use of the Premises except as specified herein. If the Parties seek a Renewal Term, the Parties shall negotiate and agree upon the amount of Rent or operating expenses, if any, to be paid by Manager during the Renewal Term.

C. Utilities. Upon execution of this Agreement, Manager shall place all utilities (water, gas, electricity, sewer, trash) in its name and pay all costs and expenses directly to providers of utilities.

D. Other Services. Upon execution of this Agreement, Manager shall contract for janitorial services, security services, tenant insurance as specified in the Lease, and any other services to the Premises as Manager requires and pay all costs and expenses directly to providers of the services.

E. Improvements and Alterations. Manager shall not install fixtures and/or make any alterations to the Premises without obtaining the Agency and City's prior written consent, which shall not be unreasonably withheld. In all cases the Manager shall keep the property lien free and, upon notice, shall immediately remove any liens caused by Manager's and/or a Member's use of the Premises as required by Agency and/or City. All improvements and/or alterations to the Premises shall be at Manager's sole cost and expense and shall not violate the terms of the Lease.

F. Personal Property. Manager shall have use of the personal property owned by Agency and located, or to be located, in the Premises as listed in **EXHIBIT C** ("Personal Property") during the term of this Agreement. Agency at all times shall own the Personal Property and it shall not be removed from the Premises. At the termination of this Agreement a representative of Agency and Manager will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture, and equipment. In the event any of the aforementioned items are lost, stolen, or damaged through the culpable negligence of Manager, said items shall be replaced or repaired at the cost and expense of Manager.

G. Damage or Loss to Manager's Property. Manager assumes all risk of damage or loss to any property brought onto the Premises for any reason whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to such merchandise, goods, or equipment if damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said Premises or from hurricanes or any act of God, or any act of negligence of any user of the Premises, or occupants of the Premises or any person whomsoever.

H. Right to Inspect. Manager shall make available for inspection by Agency and/or City all areas of the Premises under Manager's management, at any time, for any purpose Agency and/or City deems necessary or incidental to or connected with the performance of Manager's duties and obligations hereunder.

I. Condition at End of Term. Manager shall leave the Premises in the condition required by the Lease, taking into account normal wear and tear. If Manager fails to do so, Manager shall pay for any costs or expenses required to bring the Premises to the condition required in the Lease.

5. **TERM.** This Agreement shall commence as of the Effective Date and shall continue until April 30, 2022 (“Term”), unless otherwise terminated as provided herein. Upon execution by the Parties of an Amendment, this Agreement can be renewed by the Parties for up to three (3) sequential one (1) year renewal terms (“Renewal Term”) shown below.

First optional renewal term: May 1, 2022 to April 30, 2023

Second optional renewal term: May 1, 2023 to April 30, 2024

Third optional renewal term: May 1, 2024 to April 30, 2025

Manager shall deliver to City and Agency a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than sixty (60) days before the last day of the then current term. The failure of Manager to exercise the option for a Renewal Term in the manner and within the time specified shall terminate the rights of Manager with respect to the Renewal Terms.

6. **TERMINATION OF AGREEMENT.**

A. **TERMINATION FOR CAUSE.** If the City or the Agency breach any of the material covenants, agreements, or stipulations of this Agreement and fail to cure such breach within thirty (30) days of written notice from Manager, the Manager shall have the right to terminate this Agreement.

If the Manager shall breach any of the material covenants, agreements, or stipulations of this Agreement, either Agency or City individually or Agency and City together shall thereupon have the right to terminate this Agreement by giving written notice (“Termination Notice”) to the Manager specifically setting forth Agency’s or City’s contentions concerning Manager’s alleged breach of the material terms and provisions of this Agreement. The Termination Notice must be delivered to Manager at least thirty (30) days before the proposed effective date of such termination (“Termination Date”). During the time between the date Manager receives the Termination Notice and the Termination Date the following process shall be followed:

- (i) Within 10 days of Manager’s receipt of the Termination Notice, Manager will meet with representatives of Agency and City to discuss compliance issues and determine a remediation plan that is satisfactory to Agency and City and to discuss a reasonable timeframe for correction of the alleged breach prior to the Termination Date (such time period being referred to herein as the “Cure Period”); and
- 
- (ii) If Manager does not correct performance issues within the Cure Period, Agency and City may terminate agreement with Manager, such termination being effective no earlier than the Termination Date.

B. **TERMINATION FOR CONVENIENCE.** Agency, City, and Manager may mutually terminate this Agreement for any reason with sixty (60) days prior written notice. City and Agency may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the Manager. Manager may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the City and Agency.

7. **INSURANCE.** Manager shall maintain in full force and effect worker’s compensation insurance for Manager and any agents, employees, and staff that Manager may employ, and provide proof to Agency of such coverage or that such worker’s compensation insurance is not required under the circumstances. Manager shall carry the insurance with respect to the Premises and Personal Property

required by the Lease and shall ensure that City and Agency are named insureds for all such insurance. Manager shall provide proof of insurance coverage as set forth above to Agency before commencing its performance as herein provided, and shall notify Agency ten (10) days prior to changes in or cancellation of said policies.

Agency, City, and Manager hereby waive all rights to recover against each other and against each other's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Premises, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

8. **INDEMNIFICATION.** To the extent permitted by law Manager agrees to indemnify, defend, and hold harmless Agency, City, and their respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Manager's negligence or intentionally wrongful acts during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members. Manager's obligation to indemnify, defend, and hold harmless Agency and City to the extent caused by negligence during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members shall be limited to the extent covered by insurance policies Manager is required to have under the terms of this Agreement.

In case any action or proceeding is brought against Agency and/or the City, or its officers, agents, or employees by reason of or arising out of connection with Manager's negligence or intentionally wrongful acts during the performance of this Agreement, Manager, upon written notice from Agency, shall, at Manager's expense, resist or defend such action or proceeding.

To the extent permitted by law, Agency and City, respectively, agree to indemnify, defend, and hold harmless Manager, and its respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Agency and/or City's negligence or intentionally wrongful acts during the performance of this Agreement by Agency or City respectively and its agents, employees, or representatives. In case any action or proceeding is brought against Manager, or its officers, agents, or employees by reason of or arising out of connection with Agency or City's negligence or intentionally wrongful acts during the performance of this Agreement, Agency or City upon written notice from Manager, shall, at Agency or City's expense, resist or defend such action or proceeding.

Notwithstanding the cause of action, the liability of City and Agency is strictly limited and controlled by the provisions of the Idaho Tort Claims Act. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to City and Agency as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Manager is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of Agency and/or City. Manager is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Agency and/or City. Manager shall determine the means by which it accomplishes the work specified in this Agreement. Agency and City agree that, except as provided in this Agreement, it will have no right to control or direct the details, manner, or means by which Manager accomplishes the results of the services performed hereunder. Manager has no obligation to work any particular hours or days or any particular number of hours or days. Manager agrees, however, that its other contracts and services shall not interfere with its performance

under this Agreement. Manager shall supply, at Manager's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein at Manager's cost and expense.

10. **STANDARD OF CARE.** Manager represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Manager shall perform its services consistent with the professional skill and care ordinarily provided by managers of the same field practicing in the same or similar locality under the same or similar circumstances. Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any task or work performed under this Agreement.

11. **NOTICES.** Any and all notices required to be given by any of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**To Agency:**

Capital City Development Corporation  
Attn: Executive Director  
121 N. 9th Street, Suite 501  
Boise, ID 83702  
Ph. (208) 384-4264

**To City:**

Boise City Mayor's Office  
Attn: Director of Economic Development  
150 N. Capitol Boulevard  
P.O. Box 500  
Boise, Idaho 83701-0500  
Ph. (208) 384-4422

**To Manager:**

Actuate Boise, Inc.  
Attn: Executive Director  
500 S. 8th Street  
Boise, Idaho 83702  
Ph. (208) 546-8426

12. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **AMENDMENTS.** This Agreement may only be amended in writing in a document signed by Agency, City, and Manager.

14. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that Manager shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

15. **DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, Manager shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. 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 Agency, in whole or in part, and may result in ineligibility to perform additional services for Agency.



16. **WAIVER.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
17. **APPLICABLE LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.
18. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
19. **ATTORNEYS' FEES.** 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. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.
20. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.
21. **COMPLIANCE WITH LAWS.** Manager agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

END OF AGREEMENT | *Signatures appear on the following page.*

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

**CITY OF BOISE**



By: Lauren McLean, Mayor

Date: May 12th, 2020

ATTEST:

  
Lynda Lowry, EX-OFFICIO CITY CLERK

Date: May 12th, 2020




**CAPITAL CITY DEVELOPMENT CORPORATION**

By: John Brunelle, Executive Director

Date: \_\_\_\_\_

**ACTUATE BOISE, INC.**



By: Tiam Rastegar, Executive Director

Date: 05/04/2020

**EXHIBIT A**  
**PROGRAM GUIDELINES**

Manager shall be responsible for meeting the Program Guidelines set forth in this Exhibit A.

1. Develop Entrepreneurship Programs. The following are examples of Manager's services:
  - Mentor Members on financial and legal issues that confront new and emerging businesses.
  - Assist Members in locating financing for new companies or businesses.
  - Assist Members in developing and implementing a business plan.
  - Provide work space, administrative services, and meeting space.
2. Develop benchmarks for Members to gauge successful participation in the Entrepreneurship Programs.
3. Report to Agency on Members' success or failure to attain benchmarks. Such reports should provide aggregated data on an agreed upon set of benchmarks, which may include the following list, or any other benchmarks mutually agreed to:
  - Number and type of Members
  - Members that have launched new companies
  - Funding provided to Members
  - Total start-up capital raised
  - Total startup revenue
  - Jobs created
  - Local and national business and industry collaborations
  - Collaborations with educational institutions
  - Collaborations with public entities
  - Collaborations with non-profit organizations
  - Number of persons taking part in programming events organized by Manager
  - Programs directed to youths and students
  - Number and type of programs offered
  - Number of visitors to the Property and/or tours

NOTE: THIS LIST IS NOT MEANT TO BE INCLUSIVE AND IS NOT MEANT TO SERVE AS A SET OF REQUIRED TOPICS FOR ANNUAL REPORTS. AGENCY SEEKS SIGNIFICANT INPUT AND PROGRAM DESIGN FROM MANAGER AS TO WHAT KINDS OF PROGRAMS AND BENCHMARKS WILL INCREASE THE LIKELIHOOD OF MEMBERS' SUCCESS TOWARDS ACHIEVING THE END GOALS OF INCREASING THE NUMBER OF SUCCESSFUL LOCAL BUSINESSES IN BOISE'S URBAN RENEWAL PLAN AREAS AND ECONOMIC DEVELOPMENT THEREIN.

4. Within thirty (30) days of the Agreement Effective Date, Manager shall provide Agency and City an Operating Plan for the Entrepreneurship Programming. The Operating Plan will provide sufficient detail on the programming and management to enable Agency to deliver meaningful comments. Concurrently with the Financial Reporting outlined in Section 3.D. of the Agreement, or more often as determined by Manager or Agency, Manager shall provide Agency and City with an updated Operating Plan.

**EXHIBIT B**  
**LEASE**

**EXHIBIT C**  
**PERSONAL PROPERTY LIST**

Agency Furniture Available for Manager's Temporary Use

*Lobby and Conference Room Furniture*

<u>Qty</u>	<u>Item</u>	<u>Color</u>
4	36"x72" Table	Light Wood Veneer
2	36"x72" Folding Table	Light Wood Veneer
2	48" Circle Table	Light Wood Veneer
1	36" Circle Table	Light Wood Veneer
2	48" Square Table	Light Wood Veneer
1	Lobby Couch	Beige
2	Lobby Loveseat	Beige
2	Lobby Chair	Beige
1	24"x24" Square Lobby Table	Dark Wood Veneer

*Workstation Furniture*

<u>Qty</u>	<u>Item</u>	<u>Color</u>
8	72"x36" Desk	Dark Wood Veneer
1	Corner Desk (Left Extension)	Grey
1	Short Bookcase (48"x24"x29.5")	Grey
25	Cubicle Panel (60"x36")	Grey



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## AGENDA BILL

<b>Agenda Subject:</b> Interagency Agreement with ACHD and City of Boise for Gowen Road Bridge Conduit Construction		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> Matt Edmond	<b>Attachments:</b> 1) Resolution No. 1652	
<b>Action Requested:</b> Adopt Resolution No. 1652 authorizing Executive Director to execute an Interagency Agreement with ACHD and City of Boise for Gowen Road Bridge Conduit Construction.		

### Background:

In early 2019, Agency and City of Boise staff began discussions with ACHD staff about including certain non-transportation elements in its Gowen Road Bridge replacement and roadway widening project. These elements originally included a longer bridge span to accommodate a multi-use pathway along the railroad and a fiber-optic conduit bank along Gowen Road, both as contemplated by the Gateway East Plan. The planning-level cost estimate at the time for these two elements combined was \$445,000.

The conduit bank is intended to improve high-speed internet service within the Gateway East District, and it alone is the subject of this Interagency Agreement. Under the Interagency Agreement, the Agency's chief responsibilities are to pay the costs of design and construction of the conduit bank, plus 5% administrative costs. Payment would be due within 35 days of invoice periodically during construction. Construction is expected to span calendar year 2021. The City of Boise's responsibilities include construction oversight on the conduit bank, and administering use of the conduit bank upon completion.

Boise City Council approved the Interagency Agreement on April 28, 2020, with RES-168-20.

### Fiscal Notes:

The engineer's estimate for the conduit bank and vault portion of project costs, plus a 15% contingency, is approximately \$140,000. The engineer's estimate for the longer bridge span and wider sidewalk approaches—contemplated separately under Resolution No. 1654—is approximately \$220,000; for a total estimated cost to CCDC of \$360,000. ACHD anticipates

75% of the cost would be invoiced/due in FY21, and the remaining 25% would be invoiced as due in FY22. Current projections indicate CCDC will be able to make payments as scheduled.

**Next Steps:**

- August 2020: CCDC adopts FY2021 budget, including 75% of Gowen Bridge cost share
- Late 2020: Project bidding and contract award
- Early 2021: Construction begins
- August 2021: CCDC adopts FY2022 budget, including balance of Gowen Bridge cost share
- Late 2021: Project substantial completion

**Staff Recommendation:**

Adopt Resolution No. 1652.

**Suggested Motion:**

I move to adopt Resolution No. 1652 authorizing the Executive Director to execute an Interagency Agreement with ACHD and City of Boise for Gowen Road Bridge Conduit Construction.



## RESOLUTION NO. 1652

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE AGENCY, THE CITY OF BOISE, AND THE ADA COUNTY HIGHWAY DISTRICT FOR ROADWAY AND CONDUIT CONSTRUCTION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE AGREEMENT INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Gateway East District Plan contemplates \$100 million in public infrastructure improvements, including a conduit bank along several major roadways in the District, including Gowen Road, for the extension of multiple fiber optic networks to current and future land uses within the District; and,

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

WHEREAS, in order to accommodate expansion of current and future fiber-optic networks, the Ada County Highway District has agreed to design and construct a fiber-optic conduit bank as part of the Gowen Road Bridge #2110 Project if the Agency and the City of Boise enter into an interagency agreement, wherein the Agency pays the additional construction costs associated with the conduit bank; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the Interagency Agreement for construction of the Project.

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to execute the Interagency Agreement for the construction project at Gowen Road Bridge #2110; and further, is hereby authorized to take all necessary action to implement the Agreement including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 18, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 18, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Dana Zuckerman, Chairman

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary

INTERAGENCY AGREEMENT FOR:  
ROADWAY CONSTRUCTION/CONDUIT CONSTRUCTION  
**GOWEN ROAD BRIDGE #2110**  
ACHD PROJECT NO. 218049

THIS INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/CONDUIT CONSTRUCTION ("Agreement") is made and entered into this 28th day of April, 2020, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("ACHD"), CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic ("CCDC"), and the CITY OF BOISE, a municipal corporation organized under the laws of the State of Idaho ("CITY"), regarding ACHD Project No. 218049.

**RECITALS**

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

WHEREAS, CCDC is an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts; and,

WHEREAS, CITY is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented, with jurisdiction, authority and police power to regulate and control municipal activities within the City; and,

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

WHEREAS, ACHD, CCDC and CITY desire to undertake a cooperative effort to incorporate into ACHD'S road construction project known as GOWEN ROAD BRIDGE #2110 ("Project" or "Project Boundaries") certain improvements to CITY-owned utility transmission systems, including but not limited to the installation, relocation, extension, modification and/or abandonment of underground fiber-optic and communications conduit and related facilities (collectively, "Conduit Improvements") as detailed in Project

No. 218049, to be constructed pursuant to a separately-executed agreement between ACHD and the selected Contractor ("Contract"); and,

WHEREAS, ACHD and CITY entered into that certain Master License Agreement for Installation and Disposition of Utility Transmission Systems, dated May 8, 2019 (the "Master License Agreement"), under which ACHD granted a non-exclusive master license to CITY to encroach upon portions of the public right-of-way for Conduit Improvements, subject to certain terms, including but not limited to terms regarding installation, maintenance, use, damage, relocation, removal, permit coordination, sublicensing, legal compliance, indemnification, and hazardous materials; and,

WHEREAS, subject to the terms and conditions of the Master License Agreement, ACHD is willing to accommodate CCDC'S and CITY'S request by including the Conduit Improvements in the Project plans, subject to the terms, conditions and obligations set forth in this Agreement and so long as ACHD receives assurances by CCDC that it will fully reimburse ACHD for all actual costs including, without limitation, any indirect costs and expenses that ACHD incurs as a result of the additional work attributable to the inclusion of the Conduit Improvements in the Project plans.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. ACHD SHALL:**

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the Contract for the roadway reconstruction and Conduit Improvements referenced herein, which Contract shall include, *inter alia*, a provision that all work required for the Conduit Improvements shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and CITY'S most current specifications for construction.
- b. Provide CCDC and CITY with a complete set of combined bid documents for the roadway reconstruction, and for the Conduit Improvements.
- c. Furnish CCDC and CITY with an abstract of all bids received, and obtain CCDC'S and CITY'S written concurrence with ACHD'S recommendation for award of the Contract prior to making such award. CCDC'S and CITY'S concurrence shall specifically acknowledge that the Conduit Improvements are and shall be subject to the terms and conditions of this Agreement. If CCDC and CITY do not concur, ACHD shall remove the Conduit Improvements from the Project. CCDC shall be responsible for any and all costs suffered by ACHD attributable to the removal of the Conduit Improvements from the Project and shall reimburse ACHD for same.

- d. Include in the Contract a term providing that CITY will have the right to work directly with the Contractor to resolve any claims relating in any way to the Conduit Improvements and that any such claims will be reviewed, approved or denied by CITY.
- e. Coordinate with CCDC and CITY should any changes be made to ACHD'S portion of the Contract or work pursuant thereto that does or may impact the Conduit Improvements.
- f. ACHD shall obtain CCDC'S and CITY'S approval prior to commencement of any change order work involving the installation, relocation, extension, modification and/or abandonment of CITY conduit.
- g. Make monthly progress payments and the final Contract payment to the Contractor in conformance with the terms of the Contract.
- h. Submit to CCDC and CITY a copy of each design consultant billing attributable to the Conduit Improvements if applicable and Contractor progress payment estimate, and the final Contract payment estimate, as such estimates are approved by ACHD after obtaining CCDC'S and CITY'S concurrence regarding CCDC'S/CITY'S portion of the Contract, together with an invoice for CCDC'S/CITY'S share of the Contract costs earned by and to be paid to the Contractor.
- i. As applicable, provide for the reference and replacement of all pre-existing survey monuments within the Project.
- j. Provide the field survey and grade control necessary for construction of the roadway. Centerline or offsets and stationing shall be established prior to CITY staking any lines and other CITY facilities.
- k. Recognize CCDC and CITY as a funding partner in any publicity, signage, reports, or documentation related to the Project.
- l. At the conclusion of the Project, submit to CCDC and CITY written documentation of expenditures with an invoice for payment of all costs and expenses ACHD incurred, in addition to those provided under paragraph 1.h. above, as a result of the additional work attributed to the Conduit Improvements within the Project Boundaries, including but not limited to, costs or changed conditions, plan errors and omissions, and delays attributable to design and/or installation of the Conduit Improvements.

**2. CCDC SHALL:**

- a. Remit to ACHD, within thirty-five (35) calendar days after the date of any invoice for design consultant services attributable to the Conduit Improvements.
- b. Remit to ACHD, within thirty-five (35) calendar days or as soon thereafter as financially feasible upon request by CCDC to ACHD which consent shall not be unreasonably withheld, following submission of an invoice referenced in paragraph 1.k., all remaining funds for which CCDC/CITY is responsible pursuant to this Agreement.
- c. Reimburse ACHD the construction costs attributable to the quantities of items that would have been required for CCDC/CITY to patch and/or repave trenches in the roadway if the work was done outside of the ACHD Project. Costs will be calculated from the unit prices of the awarded bid. Design costs for the ACHD Project completed by CCDC/CITY will be deducted from the reimbursement to ACHD. Exact items, quantities and design costs will be agreed to by both parties.
- d. Reimburse ACHD five percent (5%) of CCDC'S/CITY'S construction costs attributable to the Conduit Improvements as payment toward the additional costs incurred by ACHD, including overhead and benefits, and project administration costs which include but are not limited to: public notice of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight and maintaining construction project files.
- e. Reimburse ACHD for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of CCDC'S/CITY'S project costs as they relate to the total project construction costs.
- f. Reimburse ACHD for any additional costs to ACHD over and above costs specifically enumerated herein, where such costs are attributable to the installations, adjustments, relocations and abandonments of the Conduit Improvements or to the removal of any or all items from the Contract that are associated with the installation of the Conduit Improvements.
- g. Indemnify, save harmless and defend, regardless of outcome, ACHD from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by CCDC or CCDC'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Conduit Improvements. Such indemnification hereunder by CCDC shall in no event cause the liability of

CCDC for any negligent act to exceed the amount of loss, damages or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of ACHD. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.

**3. CITY SHALL:**

- a. Provide the inspection, field survey and grade control required for the installation of all Conduit Improvements incorporated into the Project and installed and adjusted under the Contract and provide copies of appropriate tests and construction diaries to the Project Representative designated by ACHD.
- b. Reimburse ACHD for the costs attributable to preparing the stamped plans, bid quantities and an Engineers Estimate for the Conduit Improvements to be incorporated into the Project and included in the bid documents for the Contract (all work required for the Conduit Improvements to be performed in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), CITY'S Supplemental Specifications to the ISPWC, and CITY'S Revisions to the Standard Specifications).
- c. Provide (at CITY'S sole cost and expense) trench compaction testing for the Conduit Improvements from one-foot (1') above the conduit zone to sub-grade of the roadway section; trench compaction testing shall be provided at the minimum frequency rate of one (1) test per one thousand (1,000) lineal feet, minimum one (1) for every three (3) transverse trenches; provide all re-testing required in any area that does not meet Contract requirements; and provide copies of tests for the area along the alignment of the conduit to the designated ACHD representative.
- d. Indemnify, save harmless and defend ACHD against all actions, claims, demands, liabilities, damages, debts, bodily injury, and property damage, including all expenses, costs, and attorney fees that may in any manner be imposed or incurred by ACHD resulting from the work of the Contractor on the Conduit Improvements to the extent caused by the failure or neglect of City, its agents, contractors, employees, and sublicensees to comply with this Agreement and applicable law or properly use, maintain, and/or regulate the Conduit.
- e. Cooperate with the Contractor and ACHD to resolve any claims relating in any way to the Conduit Improvements.

**4. THE PARTIES HERETO FURTHER AGREE THAT:**

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Conduit Improvements made pursuant to this Agreement shall be subject to the terms of the Master License Agreement. In the event of any conflict between the terms of this Agreement and the Master License Agreement, the Master License Agreement shall control.
- c. The amount to be reimbursed to ACHD by CCDC for CCDC'S/CITY'S portion of the Project shall be based on the actual quantities of work acceptably performed and/or installed, as determined from field measurements made by CITY, and paid for pursuant to the unit, and or lump sum prices, established in the Contract.
- d. Prior to commencement of work by the Contractor, the parties will, together with the Contractor, inspect within the entire Project Boundaries for the purpose of reviewing the Project to locate any unstable areas and to resolve any items of concern or misunderstanding.
- e. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- f. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- g. Should any party to this Agreement be required to commence legal action against another to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- h. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- i. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- j. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- k. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.





- l. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- m. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- n. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- o. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD, CCDC and CITY.
- p. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- q. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- r. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- s. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- t. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.

- u. Time shall be of the essence for all events and obligations to be performed under this Agreement. Without limiting the foregoing, in the event that CCDC or CITY does not timely comply with any of its obligations hereunder, ACHD shall have no obligation whatsoever to incorporate, facilitate and/or complete the Conduit Improvements, regardless of whether prior approval has been given by ACHD to CCDC or CITY.

End of Agreement. Signatures appear on the following page.

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

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Bruce Wong Director	Mary May President, Board of Commissioners
Approved as to form:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Mary Watson CCDC General Counsel	John Brunelle Executive Director
ATTEST:	CITY OF BOISE
By: 	By: 
Lynda Lowry Ex-Officio City Clerk	Lauren McLean Mayor

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared MARY MAY and BRUCE WONG, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said body.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

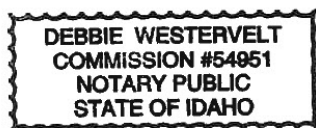
STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared JOHN BRUNELLE and MARY WATSON, Executive Director and General Counsel respectively of the CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

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



Albie Westervelt

Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 8/24/21



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## AGENDA BILL

<b>Agenda Subject:</b> Amended Cost Share Permit/Type 4 Participation Agreement with ACHD for replacement of Gowen Road Bridge #2110		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> Matt Edmond	<b>Attachments:</b> 1) Resolution No. 1654	
<b>Action Requested:</b> Adopt Resolution No. 1654 authorizing Executive Director to execute a Cost Share Permit (No. 39) Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110.		

### Background:

In early 2019, Agency and City of Boise staff began discussions with ACHD staff about including certain non-transportation elements in its Gowen Road Bridge replacement and roadway widening project. These elements originally included a longer bridge span to accommodate a multi-use pathway along the railroad and a fiber-optic conduit bank along Gowen Road, both as contemplated by the Gateway East Plan. The planning-level cost estimate at the time for these two elements combined was \$445,000.

In May 2019, the Agency and ACHD negotiated and executed a Cost Share Permit (No. 33) Type 4 Participation Agreement to construct the longer bridge span—but not including the conduit bank—as part of ACHD’s project to replace Gowen Road Bridge #2110. This permit anticipated a project construction year of 2022. Because the Gateway East District had yet to generate tax increment revenue, there was some concern over obligating CCDC for costs in a future year when district revenue was less certain. In order to address this concern, agency staff negotiated with ACHD that payment would be due, “no earlier than October 1, 2022 or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld.”

Subsequent to that agreement, ACHD has advanced construction of the Gowen Bridge project to 2021, the Gateway East District has begun generating tax increment revenue and at higher levels than previously forecast, and Boise City staff requested that wider sidewalk on the bridge approaches be added to the cost share. This new Cost Share Permit (No. 39) Type 4

Participation Agreement supersedes and replaces the original, accounting for the following changed circumstances since the original agreement:

1. Reimbursement to ACHD will be based on monthly invoicing beginning in FY21, rather than lump sum payment due no sooner than October 1, 2022.
2. Cost share permit includes wider sidewalk on bridge approaches.

This Cost Share Permit (No. 39) does NOT include the proposed fiber optic conduit bank contemplated in other discussions with the CCDC Board. That item is subject to the interagency agreement contemplated in Resolution No. 1652.

**Fiscal Notes:**

The engineer's estimate for the longer bridge span and wider sidewalk approaches, plus a 15% contingency, is approximately \$220,000. The engineer's estimate for the conduit bank and vault portion of project costs—contemplated separately under Resolution No. 1652—is approximately \$140,000; for a total estimated cost to CCDC of \$360,000. ACHD anticipates 75% of the cost would be invoiced in FY21 with the remaining 25% invoiced in FY22. Current projections indicate CCDC will be able to make payments as scheduled.

**Next Steps:**

- August 2020: CCDC adopts FY2021 budget, including 75% of Gowen Bridge cost share
- Late 2020: Project bidding and contract award
- Early 2021: Construction begins
- August 2021: CCDC adopts FY2022 budget, with balance of Gowen Bridge cost share
- Late 2021: Project substantial completion

**Staff Recommendation:**

Adopt Resolution No. 1654.

**Suggested Motion:**

I move to adopt Resolution No. 1654 authorizing the Executive Director to execute the new Cost Share/Type 4 Participation Agreement with the Ada County Highway District for shared construction costs of Gowen Road Bridge #2110.



## RESOLUTION NO. 1654

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 NEW COST SHARE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR SHARED CONSTRUCTION COSTS OF GOWEN ROAD BRIDGE #2110; DECLARING THAT THE NEW COST SHARE AGREEMENT (PERMIT NO. 39) SUPERSEDES AND REPLACES THE PREVIOUSLY APPROVED COST SHARE AGREEMENT (PERMIT NO. 33); AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE AGREEMENT INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

WHEREAS, on May 13, 2019, the Agency Board approved Resolution No. 1605 authorizing agreement with ACHD for Cost Share Permit No. 33 to pay the additional costs associated with the longer bridge span; and

WHEREAS, the City of Boise subsequently requested wider sidewalk on the bridge deck approach to which ACHD and the Agency agreed with the drafting of a new Cost Share Permit No. 39; and,

WHEREAS, ACHD Cost Share Permit No. 39, received from ACHD on April 10, 2020, supersedes and replaces Cost Share Permit No. 33 to include wider sidewalk and amended reimbursement terms; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the new Cost Share Participation Agreement (Cost Share Permit No. 39) which captures the updated construction details of the Project.

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

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

Section 2: That the new Cost Share Participation Agreement (Cost Share Permit No. 39), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same are hereby approved; and further, that this Cost Share Permit No. 39 does hereby supersede and replace Cost Share Permit No. 33 approved by the Agency Board with Resolution No. 1605 in May 2019.

Section 3: That the Agency Executive Director is hereby authorized to execute the new Cost Share Participation Agreement for the construction project at Gowen Road Bridge #2110; and further, is hereby authorized to take all necessary action to implement the Agreement including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 18, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 18, 2020.


URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Dana Zuckerman, Chairman

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary

## ADA COUNTY HIGHWAY DISTRICT COST SHARE PERMIT

	3775 Adams Street Garden City Idaho 83714 Phone (208) 387-6280 Facsimile (208) 387-6289	ACHD Contact Person: Name: Brian McCarthy 3775 Adams Street Garden City Idaho 83714 Phone: (208) 387-6271
<b>Date of Permit:</b> _____, 2020	<b>ACHD Project No.:</b> 218049	<b>Permit No.:</b> 039

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

### I. PARTNERING AGENCY INFORMATION

<b>This permit is granted to:</b> Capital City Development Corporation 121 N. 9 <sup>th</sup> St., Suite 501 Boise, Idaho 83702	<b>Partnering Agency Contact Person:</b> Matt Edmond 121 N. 9 <sup>th</sup> St., Suite 501 Boise, Idaho 83702 Phone: (208) 384-4264 Email: <a href="mailto:medmond@ccdcb Boise.com">medmond@ccdcb Boise.com</a>
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### II. ROAD PROJECT AND APPROVED NON-TRANSPORTATION COMPONENTS

<b>Name/Location of ACHD Road Project:</b>  Gowen Road Bridge #2110, ACHD Project #218049, as depicted in the plan sheet attached hereto and incorporated herein as <u>Exhibit A</u> .
<b>Approved Non-Transportation Components:</b>  Pursuant to this Permit, ACHD authorizes, and, as a condition of issuing this Permit, requires, the following Non-Transportation Components:  <u>(1) Construction of 14 Feet of Additional Span for Gowen Road Bridge #2110, as depicted on Exhibit A.</u> ACHD authorizes and requires the construction of 14 feet of additional span (the “ <b>Additional Span</b> ”) for Gowen Road Bridge #2110. As ACHD was already planning to reconstruct Gowen Road Bridge #2110, Partnering Agency shall only be responsible for the

construction costs associated with the Additional Span.

(2) Construction of 4 Feet of Additional Width for Attached Sidewalk along Each Side of Gowen Road, as depicted on Exhibit A. ACHD authorizes and requires the construction of 4 feet of additional width (the “**Additional Width**”) for attached sidewalk along each side of Gowen Road. As ACHD was already planning to construct a 7-foot wide attached sidewalk in this location, Partnering Agency shall only be responsible for the construction costs associated with the Additional Width.

In accordance with Ordinance 215, the foregoing Additional Span and Additional Width are referred to herein as the “Non-Transportation Components.”

### **III. ACQUISITION OF RIGHT-OF-WAY**

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

ACHD has already acquired or is in the process of acquiring right-of-way adequate for the Non-Transportation Components. Therefore, the acquisition of real property is not required of Partnering Agency.

### **IV. DESIGN OF NON-TRANSPORTATION COMPONENTS**

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

ACHD is in the process of designing the Non-Transportation Components. Therefore, the designing of the Non-Transportation Components is not required of Partnering Agency.

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

Not applicable due to the nature of the design.

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

Partnering Agency shall not be responsible for the design costs incurred by ACHD due to the incorporation of the Non-Transportation Components. Partnering Agency shall receive no credits in connection with the design costs for the Non-Transportation Components.

Notwithstanding the foregoing, in the event that Partnering Agency elects to remove the Non-Transportation Components from the Road Project following its execution of this Permit, Partnering Agency shall be responsible for the design costs incurred by ACHD due to such

removal, with payment of said design costs within 30 days, or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld, following submission of an invoice by ACHD to Partnering Agency identifying such charges.

## **V. CONSTRUCTION OF NON-TRANSPORTATION COMPONENTS**

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

ACHD shall construct the Non-Transportation Components.

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

**a. Date for submitting Partnering Agency's contractors and engineers to ACHD for approval:** Not applicable due to the nature of the construction.

**b. Date for submitting Partnering Agency's contractors' and engineers' estimates to ACHD for approval:** Not applicable due to the nature of the construction.

**c. Date for submitting Partnering Agency's contractors' and engineers' contracts to ACHD for approval:** Not applicable due to the nature of the construction.

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

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

Partnering Agency shall be solely responsible for all construction costs of the Non-Transportation Components. Partnering Agency shall receive no credits in connection with the construction of the Non-Transportation Components. Partnering Agency shall reimburse ACHD for the actual cost of all materials used, the cost of the relocation of any utilities necessitated by the Non-Transportation Components, and any other costs associated with the construction and installation of the Non-Transportation Components. Payment by Partnering Agency shall be made to ACHD within 30 days, or as soon thereafter as financially feasible upon request of Partnering Agency to ACHD which consent shall not be unreasonably withheld, following submission of an invoice by ACHD to Partnering Agency identifying such charges.

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

Partnering Agency shall be solely responsible for the cost of relocating any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components.

**Storm water provisions (if applicable):**

Not applicable due to the nature of the construction.

*Additional conditions: Upon a determination by ACHD that the incorporation into the Road Project of Partnering Agency's Non-Transportation Components will have an adverse effect on storm water quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effects in a means determined by or acceptable to ACHD.*

**Schedule for completion of Road Project:**

At this time, ACHD's schedule for completion of the Transportation and Non-Transportation Components of the Road Project completion is unknown, but estimated to be Summer/Fall 2021.

**VI. MAINTENANCE OF NON-TRANSPORTATION COMPONENTS**

**Maintenance requirements of Non-Transportation Components by Partnering Agency:**

ACHD shall maintain, repair, and replace the Non-Transportation Components.

**VII. TERM**

**Term of Permit:**

Perpetual, until terminated or revoked pursuant to the provisions of this Permit.

Upon termination or revocation of this Permit, upon the request of ACHD, Partnering Agency will either, as directed by ACHD, (i) promptly remove the Non-Transportation Components and restore the underlying area to at least the condition present as of the date of this Permit, repairing and restoring all portions of ACHD's right-of-way and personal property, if any, that are damaged during such removal activities; or (ii) reimburse ACHD for its cost of redesigning, replacing, and/or reconstructing the right-of-way underlying the Non-Transportation Components. Any portion of the Non-Transportation Components that remain in ACHD right-of-way 90 days after the termination or revocation of this Permit shall be deemed abandoned, and ACHD shall have the right to remove them or redesign, replace, and reconstruct the right-of-way underlying them and charge all costs to Partnering Agency.



## **VIII. ADDITIONAL PROVISIONS APPLICABLE TO PROJECT**

### **Additional provisions:**

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

This Permit supersedes Permit No. 33 previously executed by the Parties for the same Road Project, which Permit No. 33 shall be null, void, and of no further effect upon execution of this Permit.

## **IX. GENERAL CONDITIONS OF PERMIT**

1. This Permit is issued conditioned upon Partnering Agency's compliance with ACHD's Cost Share Ordinance No. 215 and all certifications made by Partnering Agency pursuant to this Permit.
2. This Permit is subject to the provisions of state and federal law and ACHD's Cost Share Ordinance No. 215, in effect as of the date of issuance of this Permit (the "Applicable Law"). In the event of any conflict between this Permit and Applicable Law, Applicable Law shall govern. In the event that any part of the obligations of Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of Partnering Agency set forth in this Permit shall still be applicable. Future amendments and restatements of the Cost Share Ordinance shall not be applicable to this Permit.
3. If any portion of the ACHD Road Project (including without limitation any portion of the right-of-way) is damaged as a result of Partnering Agency's action or inaction with regard to the construction, operation, and/or maintenance of the Non-Transportation Components or the failure or neglect to construct, operate, and/or maintain the Non-Transportation Components, then Partnering Agency shall, at its sole cost and expense, correct such deficiency and restore the area to the same condition it was in prior thereto, and if Partnering Agency or its successors or assigns shall fail or neglect to commence such correction and restoration within 24 hours of notification thereof, ACHD may proceed to do so, in which event Partnering Agency shall reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.
4. Partnering Agency shall be liable to ACHD for any and all damages, fines, fees, obligations to third parties, costs, expenses, attorney fees, or any other liabilities whatsoever resulting from Partnering Agency's failure to comply with any provision of this Permit and/or Cost Share Ordinance No. 215. Without limiting the foregoing in any manner, in the event Partnering Agency fails to comply with any provision of this Permit, then following any applicable notice and opportunity to cure set forth herein, ACHD shall have the right, in addition to all other rights and remedies elsewhere in this Permit, to redesign, replace, and/or reconstruct the Non-Transportation Components and/or the right-of-way underlying the Non-Transportation

Components, and in such event, Partnering Agency shall reimburse ACHD for all associated costs. The obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.

5. Partnering Agency may delegate any of its responsibilities hereunder to any third party so long as it gives prior written notice to ACHD that specifies in detail what responsibilities are being delegated and identifies the third party. Notwithstanding any delegation to a third party, Partnering Agency shall remain and shall be ultimately responsible for the third party's compliance with the terms of this Permit, and no delegation shall absolve Partnering Agency of any duties or obligations of this Permit in any way. In addition, Partnering Agency fully assumes all legal risks of determining whether any such delegation is proper under applicable law and/or regulations, and shall not be absolved of any responsibilities under this Permit if it is unable to complete or maintain any such delegation for any reason.
6. Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components and the exercise of any privileges or performance of any obligations by Partnering Agency pursuant to the terms of this Permit. Partnering Agency's obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason. Notwithstanding anything contained herein to the contrary, the liability of Partnering Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Partnering Agency as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.
7. In the event the Non-Transportation Components will or may necessitate future maintenance, repair, relocation, or replacement that is not the subject of this Permit, ACHD shall in its discretion issue Partnering Agency an amended or an additional Cost Share Permit to perform such work.
8. ACHD shall at all times have the right to relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project. ACHD will use its best efforts to advise Partnering Agency of any anticipated actions within the Road Project that would be likely to cause a relocation, modification, or other adaptation of any of the Non-Transportation Components, and the parties, to the extent reasonably possible, shall agree to a priority schedule regarding the same and shall attempt to cooperate with respect to planning and coordination as related to any such relocation, modification, or other adaptation of any of the Non-Transportation Components. If ACHD ultimately determines that any part of the Road Project must be relocated, reconstructed, removed, or redesigned, then Partnering Agency, at its sole cost and expense, shall be responsible for relocating, reconstructing, removing, or redesigning the Non-Transportation Components, as required by ACHD, which shall be accomplished by Partnering Agency according to designs, plans, and specifications approved by ACHD in writing prior to any such work. Partnering Agency may also elect to remove all or a part of the Non-Transportation Components in lieu of any relocation, modification, or adaptation. Partnering Agency assumes any and all costs of itself and ACHD relating to any future relocation of the Non-Transportation Components.



9. Subject to subsection 10 below, ACHD shall at all times have the right to revoke this and any other Cost Share Permit granted to Partnering Agency to access any Highway or Public Right-of-Way. In addition, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case Partnering Agency shall reimburse ACHD fully for all associated costs.
10. This Permit shall immediately be revocable and/or cancelable by ACHD by providing written notice to Partnering Agency upon the occurrence of any of the following: (i) a determination by ACHD that any of the information submitted by Partnering Agency in the Cost Share Application is false or inaccurate in any manner; (ii) a determination by ACHD that Partnering Agency has failed to comply with any term or provision of this Permit or any other permit granted by ACHD to Partnering Agency; or (iii) a determination by ACHD that Partnering Agency has failed to replace, maintain, and/or care for the Non-Transportation Components as required by the terms of this Permit. Except in an emergency situation, ACHD shall provide Partnering Agency with 30 days' notice of the issue and an opportunity to comply prior to exercising such rights.
11. The issuance of this Permit shall in no way obligate ACHD to provide Partnering Agency with additional permits or rights, nor shall ACHD be obligated to utilize provisions or rights set forth in this Permit in connection with additional permits or rights that it may elect to provide to Partnering Agency in the future.
12. All exhibits and any addenda to this Permit are incorporated herein.
13. This Permit is conditioned upon the signature of ACHD and Partnering Agency below.

**SIGNATURES**

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

**Ada County Highway District:**

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

  
By: Bruce Wong  
Its: Director

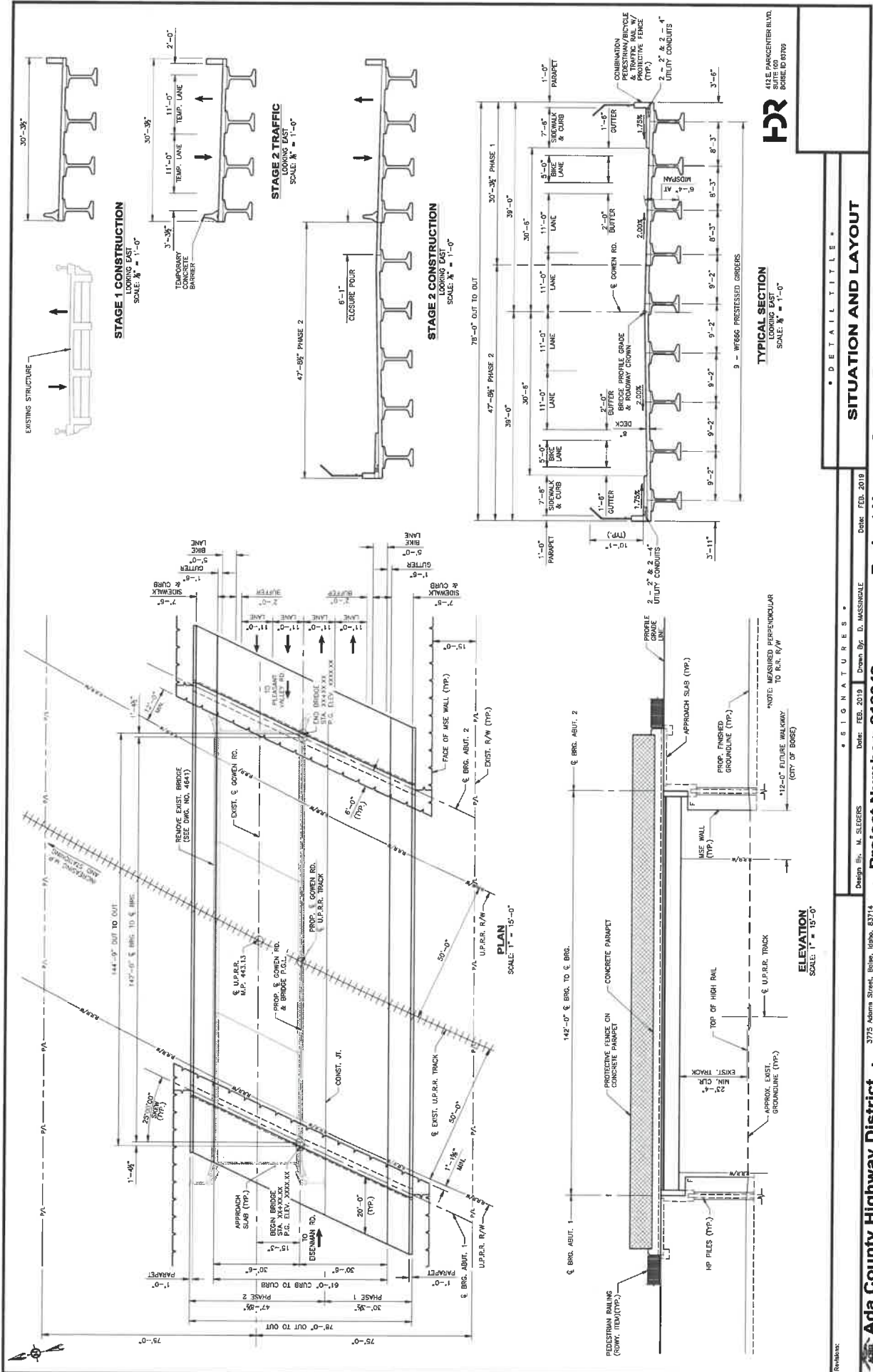
**Capital City Development Corporation:**

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

\_\_\_\_\_  
By: John Brunelle  
Its: Executive Director

**Exhibits**

Exhibit A      Project Plans



**NOTES**

- (33) Standard 8-inch Vertical Curb & Gutter, Item 705-4.1.A.3
- (34) Concrete Sidewalk, Thickness 5", Item 705-4.1.A.3
- (42) Install Traffic Signal Intersected Control (Trench), 3'-2" And 2'-4" RPC With Locust Wire, Item 1131.01.02A
- (43) Install Traffic Signal Intersected Junction Box 3'-4" With Rear, Item 1131.01.03
- (57) Fence, Type Chain Link, Item 2040.4.1.A.1
- (59) MSE Retaining Wall, Item 5501-17A
- (72) Remove Tree 6" x, Item SGP 20933
- (77) Vault, Width 2'-6", Height 3'-1-25", Length 10'-0", Item 1102.4.1.B
- (79) Curb/Gutter, Size 8'-1-25" And 2'-2", Item 1102.4.1.E.1A

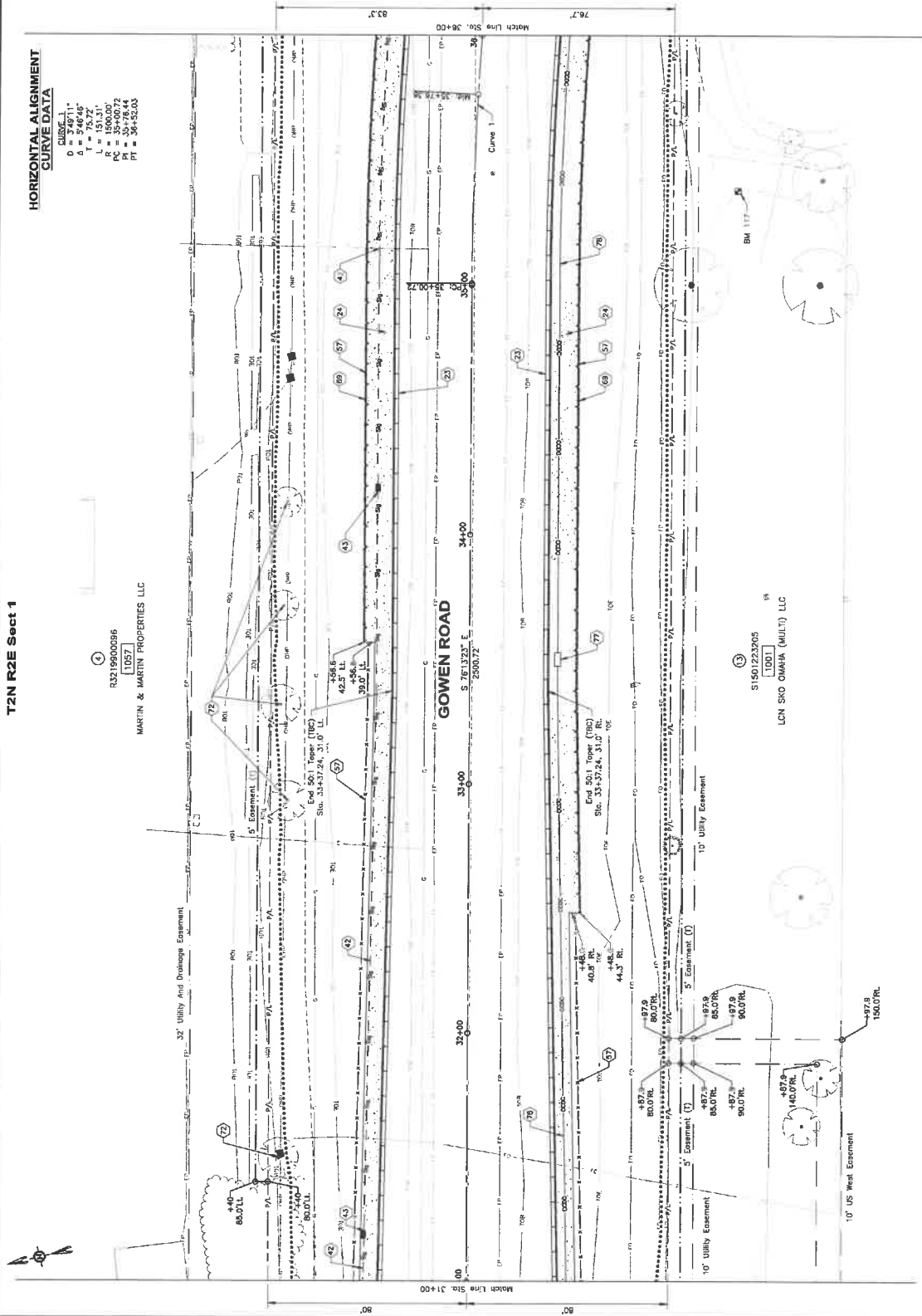
**HORIZONTAL ALIGNMENT  
CURVE DATA**

CURVE 1  
D = 34671.1'  
Δ = 546°45'  
L = 151.31'  
R = 1500.00'  
C = 546.672  
PI = 35+78.44  
PT = 36+52.03

T2N R2E Sect 1

(4)  
R3219000296  
[057]

MARTIN & MARTIN PROPERTIES LLC



T2N R2E Sect 1

**BENCH MARKS:**

BM 117, Set 8" Baker 4/100 Cap  
Elev. 2551.409g Offset 105.32 RL  
N. 684481.41  
E. 2513975.25



Revised:

Ada County Highway District · 3775 Adams Street, Boise, Idaho 83714  
www.achdinfo.org

Design: B.C. WATKINS

Date: 01/20

Drawn: B.C. WATKINS

Date: 01/20

Survey: B.C. WATKINS

Date: 01/20

Project Name: Gowen Rd. Bridge #2110

Project Number: 218049

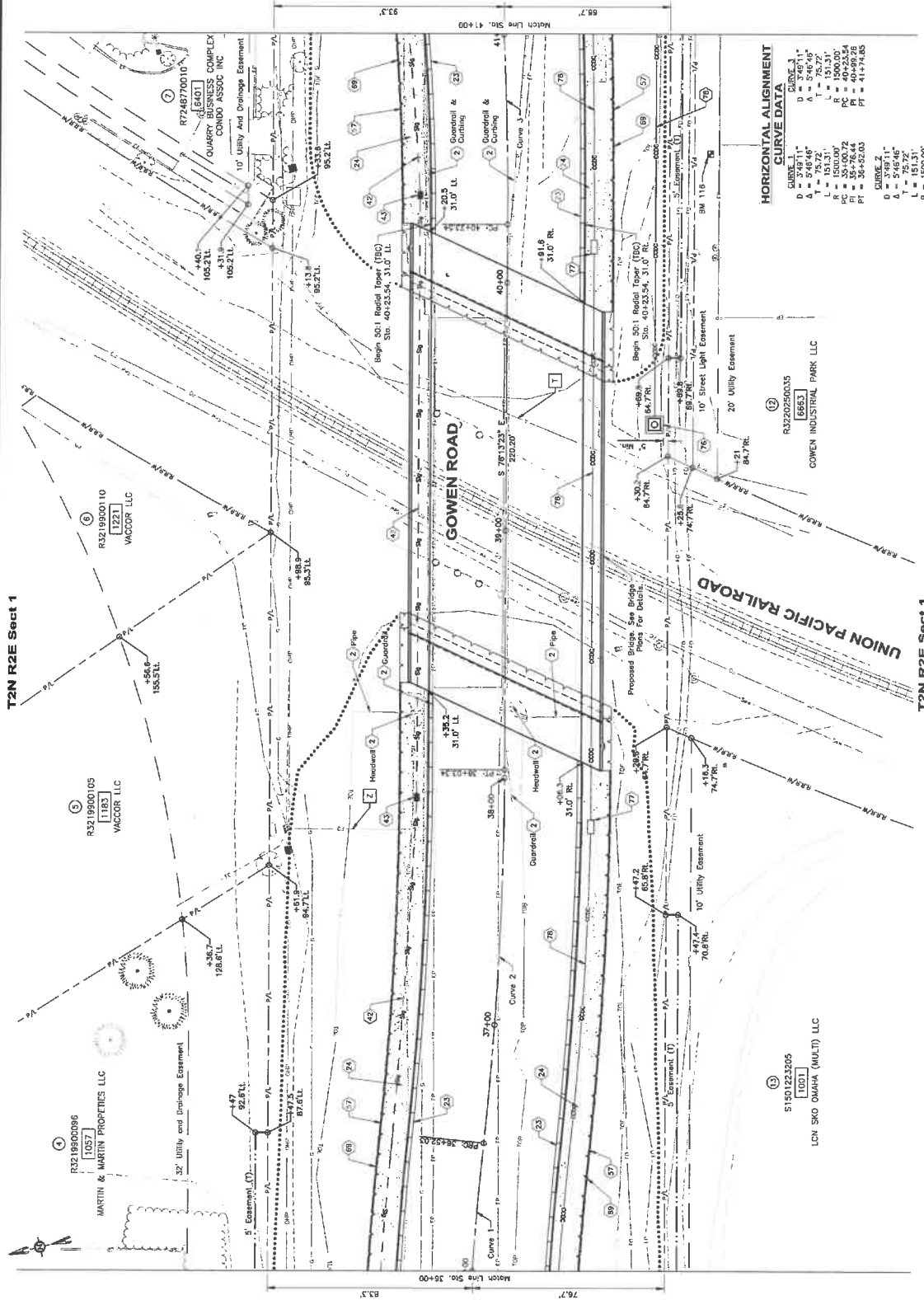
Sheet 10 Of 67

NOTES

- 2) Removal of Obstructions, Item 201.4.1.C.1
- 23) Standard 6-inch Vertical Curb & Gutter, Item 704.1.1.A.3
- 24) Standard 6-inch Curb, Thickness 5", Item 704.1.1.A.3
- 42) Install Traffic Signal Interconnect Curb (Trench), 3'-2" And 2'-4" RPC With Locate Wire, Item 113.01.02A
- 43) Install Traffic Signal Interconnect Junction Box 8'-0" With Asst, Item 113.01.03
- 57) French Type Chain Link, Item 2040.4.1.A.1
- 60) MSE Retaining Wall, Item 5501-17A
- 76) Vault, With 7'-0" Height 7'-25", Length 7'-0", Item 704.4.1.C.1.A
- 77) Vault, With 7'-0" Height 3'-25", Length 5'-0", Item 704.4.1.C.1.A
- 79) Curb, Size 8'-125" And 2'-25", Item 1102.4.1.E.1.A

BENCH MARKS:

BM 116, 54" I<sup>2</sup> Rebar w/Red Cap  
Elev. 40450.33 Offset 81.25' RL  
N. 68418.17  
E. 2514475.96



HORIZONTAL ALIGNMENT

CURVE DATA

CURVE	1	2
D	246.40'	246.40'
A	246.40'	246.40'
T	75.72'	75.72'
R	151.31'	151.31'
PC	35+00.72	40+23.54
PT	35+25.40	40+49.26
PI	35+13.06	40+36.40
Curve 2		
D	246.40'	
A	246.40'	
T	75.72'	
R	151.31'	
PC	35+00.72	
PT	35+25.40	
PI	35+13.06	

73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529
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CURVE 3	
D =	3'49.11"
Δ =	5'46.46"
T =	75.72'
L =	151.31'
R =	1500.00'
PC =	40+23.54
PI =	40+69.26
PT =	41+74.85





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## AGENDA BILL

<b>Agenda Subject:</b> Resolution #1653 Professional Services Agreement with Moore Iacofano Goltsman, Inc., for State Street District Corridor Framework Plan and Public Engagement		<b>Date:</b> May 18, 2020
<b>Staff Contact:</b> Matt Edmond	<b>Attachments:</b> Resolution #1653 which includes the Services Agreement	
<b>Action Requested:</b> Adopt Resolution #1653 and authorize the Professional Services Agreement with Moore Iacofano Goltsman, Inc., for the State Street District Corridor Framework Plan and Public Engagement		

### Background:

CCDC currently has five Urban Renewal Districts (URDs) and is exploring the potential establishment of a sixth district, tentatively known as the State Street District. There are number of circumstances that have prompted consideration of the proposed State Street District. The City of Boise and partner land use and transportation agencies have been planning to accommodate future growth and transportation demand along the State Street corridor since the early 2000's. Early on, the agencies concluded that State Street—as the only major east-west arterial north of the Boise River—could not be feasibly widened to accommodate future traffic demand under the predominantly single-occupant vehicle paradigm that dominates the Treasure Valley. Boise and its partners began working to shift future demand on State Street away from single occupancy and toward transit and other alternative modes of transportation.

These planning efforts recently culminated in the State Street TOD Plan in 2019 with the purpose of guiding 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, and encourage sustainability and functionality. The TOD Plan recommended making use of urban renewal and tax increment financing to fund public infrastructure and encourage desirable redevelopment to achieve this vision.



### State Street District Formation

In 2018-2019, Leland Consulting Group prepared an eligibility report for the Agency that set forth a State Street Study Area and determined it as eligible for urban renewal. CCDC is now establishing a team of consultants to produce a Corridor Framework Plan that will serve as a vital component of the final State Street Urban Renewal Plan. While not a requirement by statute, the urban frameworks or similar efforts have been a useful practice in Boise's redevelopment efforts.

### Corridor Framework Plan

Since plans and policies recently prepared by the City and partner agencies exist, the State Street Corridor Framework will sort, compile, organize, and prioritize the relevant information, rather than start over. It is not meant to supplant or reimagine the existing plans and policies; however, it may supplement where gaps exist—such as along interstitial segments between planned transit nodes.

The Corridor framework will function as a compendium of the City's existing master plans, policies and urban design standards. Its purpose is to provide clarity, guidance and recommendations about the physical improvements desired to be built. It will include a specific list of public improvements that the Urban Renewal Plan sets forth to accomplish during its term. This list of public improvements will be illustrated in framework diagrams as well as written word.

The Corridor Framework is not meant to function as a regulatory document. It is understood by the City and CCDC that additional steps by the City will be required to amend policy, ordinance, zoning, or design standards after the Urban Renewal Plan is in place.

### Consultant – Moore Iacofano Goltsman, Inc.

Moore Iacofano Goltsman, Inc. (MIG), was established in 1982 on the principle that the environment around us has a profound impact on our lives, and as such is committed to planning, designing and sustaining environments that support human development. Today, MIG employs over 200 professionals in 37 areas of expertise across 15 locations throughout the western United States. MIG was the lead consultant on the recently completed State Street TOD Plan sponsored by COMPASS, and so is intimately familiar with the State Street Study Area.

Agency staff, supported by City staff, prepared a scope of service and researched potential consultants. MIG was identified as the desired consultant for the reasons noted above. Staff requested a fee proposal and negotiated terms in preparation for making this recommendation to the Board.

Upon Board approval and execution of the agreement, MIG will begin services immediately and has committed to delivering the draft Corridor Framework Plan by May 2021 and the final Corridor Framework Plan by the end of June 2021.

**Fiscal Notes:**

The professional services agreement agrees to pay Moore Iacofano Goltsman, Inc., a **not-to-exceed amount of \$160,450.00**. The fee amount is within the project budget approved in the fiscal year 2020 Agency budget.

**Staff Recommendation:**

It is staff's recommendation to the Board to find it in the best interest of the public and the agency to approve Resolution #1653, authorizing the execution of a professional services agreement with Moore Iacofano Goltsman, Inc., for the State Street District Corridor Framework Plan.

**Suggested Motion:**

I move to adopt Resolution #1653 and authorize the professional services agreement with Moore Iacofano Goltsman, Inc., for the State Street District Corridor Framework Plan.

## RESOLUTION NO. 1653

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 PROFESSIONAL SERVICES AGREEMENT BETWEEN AGENCY AND MOORE IACOFANO GOLTSMAN, INC., FOR THE STATE STREET CORRIDOR FRAMEWORK PLAN; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, 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, based on inquiries and information presented by certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an area along State Street as appropriate for an urban renewal project, to be created in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code; and,

WHEREAS, the City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing to consider the need to establish an urban renewal plan along portions of State Street, and following said public hearing the City adopted its Resolution No. RES-228-19 on June 4, 2019, directing the Agency to commence the preparation of one or more urban renewal plans for a defined area referred to as the State Street Study Area within the City of Boise City; and,

WHEREAS, the Agency desires to establish a team of consultants to produce a corridor framework plan for the State Street Study Area which could set clear expectations and could include specific goals and the vision that the State Street District Urban Renewal Plan would accomplish during its term; and,

WHEREAS, the corridor framework plan would function as a collection of the City's existing master plans, policies, and urban design standards in order to provide clarity, guidance, and recommendations about the physical improvements desired to be built in the State Street District; and,

WHEREAS, in accordance with Idaho Code § 67-2803(4) for hiring certain professional consultant services, the Agency has identified Moore Iacofano Goltsman, Inc., to provide the desired professional services because of MIG Inc.'s urban renewal planning expertise, site planning and design skills, familiarity with the State Street corridor and recent planning efforts, and project management and public engagement capabilities; and,

WHEREAS, Agency staff and Moore Iacofano Goltsman, Inc., worked to prepare a complete scope of services and negotiated the terms and conditions of a Professional Services Agreement, attached to this resolution as EXHIBIT A; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve the Professional Services Agreement between Agency and Moore Iacofano Goltsman, Inc., 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:

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

Section 2: That the Professional Services Agreement between Agency and Moore Iacofano Goltsman, Inc., for the State Street Corridor Framework Plan, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Professional Services Agreement on behalf of the Agency for completion of the State Street District Corridor Framework Plan, for an amount not to exceed ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$160,450.00), and to execute all necessary documents required to implement the actions contemplated by said 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 May 18, 2020, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on May 18, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 18, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Dana Zuckerman, Chairman

ATTEST:

BY: \_\_\_\_\_  
Lauren McLean, Secretary



**MOORE IACOFANO GOLTSMAN, INC.**

**PROFESSIONAL SERVICES AGREEMENT**

**STATE STREET CORRIDOR FRAMEWORK PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and Moore Iacofano Goltsman, Inc., doing business as MIG, Inc., an Oregon Domestic Business Corporation ("CONSULTANT"). CCDC and CONSULTANT may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

**RECITALS**

- A. CCDC has an ongoing need for nonexclusive consultant services related to urban planning and public engagement.
- B. CONSULTANT is specially trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- C. CCDC desires to retain CONSULTANT to provide non-exclusive professional services. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.

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

**AGREEMENT**

**1. SCOPE OF SERVICES AND SCHEDULE.** Upon execution of this Agreement, CONSULTANT shall perform and furnish to CCDC all services of the project, as described in Exhibit A, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties. CONSULTANT shall begin work

upon receipt of a fully executed agreement and work diligently to provide deliverables in accordance with the following milestones:

Strategic Communications Plan:	July 15, 2020
Gap Analysis Completion:	October 31, 2020
Draft Corridor Framework:	March 31, 2021
Final Corridor Framework:	June 30, 2021

CONSULTANT shall complete services and deliver work product described in the Scope according to the schedule as indicated in Exhibit A unless an extension is granted in writing by CCDC.

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

**3. TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall continue until: 1.) completion of the services; or 2.) June 30, 2021, whichever comes first. At CCDC's sole discretion an extension may be granted.

**4. NOTICE TO PROCEED.** Services to be performed under this Agreement shall commence upon CCDC issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, E-Mail or Fax.

**5. PAYMENT.**

- (a) Amount and Method of Payment. CCDC agrees to pay CONSULTANT a not-to-exceed amount of **ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$160,450)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this agreement based on hours expended on the Scope.
- (b) Hourly Rates. CONSULTANT shall perform services at the hourly rates indicated in Exhibit A.
- (c) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The reimbursable expenses are included in the not-to-exceed limit set for CONSULTANT charges.
- (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (e) Invoices. Invoices shall be submitted to CCDC at the address for Notification listed herein or by email to [accounting@ccdcbosie.com](mailto:accounting@ccdcbosie.com). Each invoice shall be in a format acceptable to CCDC and shall specify charges as they relate to the tasks

of the Agreement and shall include the assigned purchase order number, **PO# 200071**. Each invoice also shall specify current billing and previous payments, with a total of costs incurred and payments made to date.

- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

**6. CONSULTANT RESPONSIBILITIES.** CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Agreement. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

**7. CONSULTANT WARRANTY.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by urban planning and public engagement professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for design professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

**8. CONSULTANT RELIANCE.** CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

**9. CORRECTING DEFICIENCIES.** If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

**10. RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or

any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of the services outlined by this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

**11. PROPRIETARY RIGHTS.** All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

**12. CONFIDENTIALITY.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

**13. RELATIONSHIP OF PARTIES.** CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

**14. FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

**15. DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. 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, and may result in ineligibility to perform additional services for CCDC.



**16. ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

**17. SUBCONSULTANTS.** CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

**18. COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

**19. INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

**20. INSURANCE.** Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided. CONSULTANT shall notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an

Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.

- (d) Professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.

## **21. DEFAULT AND TERMINATION.**

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

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

**23. ATTORNEY FEES.** Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

**24. NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**25. NOTICES.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702  
#208-384-4264  
[jbrunelle@ccdchoise.com](mailto:jbrunelle@ccdchoise.com)

To CONSULTANT:

Daniel Iacofano, CEO  
Moore Iacofano Goltsman, Inc. ("CONSULTANT")  
800 Hearst Avenue  
Berkeley, California 94710  
#503-297-1005  
[rachaelh@migcom.com](mailto:rachaelh@migcom.com)

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

**26. GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

**27. TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

**28. ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee.

**29. AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

**30. ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

**31. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

**32. GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

**33. SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**34. SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

**35. THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

END OF AGREEMENT | Signatures appear on the following page.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

**CAPITAL CITY DEVELOPMENT CORP.**

\_\_\_\_\_  
John Brunelle, Executive Director

Date: \_\_\_\_\_

**CONSULTANT:  
MOORE IACOFANO GOLTSMAN, INC.**

  
\_\_\_\_\_  
Daniel Iacofano, CEO

Date: 5.4.20

**EXHIBITS**

A. Consultant's proposal dated May 4, 2020

Budget Info / For Office Use	
Fund/District	101
Account	5502
Activity Code	18085
PO #	200071
Completion Date	June 30, 2021



## EXHIBIT A

815 SW 2nd Avenue, #200  
Portland, OR 97204-3022  
**P** (503) 297-1005  
**F** (503) 297-3195  
www.migcom.com

### CALIFORNIA

BERKELEY, FULLERTON,  
LOS ANGELES, PASADENA,  
RIVERSIDE, SACRAMENTO,  
SAN DIEGO, SAN JOSE,  
AND SONOMA

### COLORADO

DENVER

### OREGON

PORTLAND

### TEXAS

SAN ANTONIO

### WASHINGTON

SEATTLE

May 4, 2020

Matt Edmond, Assistant Director  
Capital City Development Corporation  
121 N. 9th Street, Boise, ID 83702

### *RE: Request for Fee Proposal, State Street Corridor Framework Plan*

Dear Mr. Edmond and Members of the Selection Committee:

There is energy on State Street. Better transit, recent improvements along the corridor at major intersections, and a new corridor transit-oriented development vision have created an environment for change. The next step is to align expectations and put a cost to what specific interventions might be needed to create the next great district (or series of districts) in Boise.

We look forward to continue working on State Street, taking the next step in creating walkable, engaging urban spaces that support high-capacity transit and family-friendly development. We also know that, like many cities in the Northwest, Boise is growing quickly and corridors like State Street should be recognized as a location for providing attainable housing and supporting services and amenities that are affordable for all incomes. Access to nature and multi-use trail systems, parks along the Boise River, and future high-capacity transit, bicycle and pedestrian improvements make this corridor ideal for building strong, diverse communities. It is also the right place to see change as older commercial uses can transform into more diversified uses.

We are excited about this opportunity and are committed to performing the services within the time period specified, starting and completing the project within the deadlines stated in the RFP. If you have any questions or would like additional information, please contact me at 503.297.1005 or by email at alexd@migcom.com. Thank you for the opportunity to continue working with you to transform this corridor into a true gateway and vibrant heart of the Boise community.

Sincerely,

Alex Dupey, AICP  
Project Manager / Director of Planning

# Scope of Services

## PHASE 1: PLANNING CONTEXT AND ASSESSMENT

### 1.1 DATA COLLECTION - REVIEW STATE STREET PLANS, POLICIES, ORDINANCES AND DEVELOPMENT PROPOSALS

MIG will review State Street plans, policies, ordinances and development proposals collected from the City and other sources. This task is not meant to be a re-creation of previous documents, but rather an assessment of existing information. It should highlight key development policies and project initiatives that affect or regulate development in the study area. The key outcomes of this task include: identifying initiatives/strategies relevant to the study area, identifying discrepancies found between plans, identifying physical gaps between plan areas, identifying policy gaps found in existing master plans. MIG will develop a map of the project area showing coverage for each plan and a matrix of relevant plan elements that includes an assessment whether policies/regulations are consistent or require revision.

The background information provided by CCDC and others will include:

#### Guiding Documents

- Blueprint Boise (2011)
- Transportation Action Plan (2015)
- Communities in Motion 2040 2.0 (2018)

#### State Street Plans

- State Street Corridor Transit Oriented Development Policy Guidelines (2008)
- Downtown Boise Multimodal Center Alternatives Analysis (2009)
- HOV/Park-and-Ride Study Findings and Recommendations (2011)
- State Street Transit and Traffic Operational Plan (2011)
- State Street TTOP Programming and Finance Plan (2012)
- State Street Corridor Transit Oriented Development Plan (2019)

#### Neighborhood Plans (adjacent to study area)

- Collister Neighborhood Plan (2007)
- Veteran's Park Neighborhood Policy Guide (1999)

**Deliverable(s):** Draft and final map of "regulatory coverage," as applicable. Matrix of policies and regulations.

## 1.2 BASE MAPPING

Using GIS data provide by the City or GIS data available from State Street TOD Implementation Plan, MIG will prepare a study area base map to include the entire State Street study area and immediate adjacent context area. The base map will be used in future workshops and in follow-up reporting.

**Deliverable(s):** Draft and final project area basemap.

## 1.3 STUDY AREA CONTEXT, OPPORTUNITIES AND CONSTRAINTS ASSESSMENT

MIG was use the State Street TOD Implementation Plan as the foundation for this task, updating, as necessary, to incorporate interstitial areas or those not covered by the previous analysis. MIG will examine the current physical conditions of the study area. MIG will produce annotated maps/diagrams to detail the study area context and transition areas between the study area and existing and future adjacent uses and activities around its perimeter. MIG will coordinate with CCDC to identify specific considerations, but may include activity zones, streets, paths, transit, landscape features, cultural and recreational facilities, possible expansion of existing uses, scale and character of buildings, landmarks and visual access, and views.

The consultant will highlight existing characteristics and attributes for the study area and identify opportunities and perceived constraints that may impact the redevelopment of the study area.

**Deliverable(s):** Draft and final annotated maps of opportunities and constraints

## 1.4 FACILITATION, COORDINATION, AND REVIEW

MIG will prepare for and facilitate an in-person meeting with CCDC and the City to present and discuss the assessment findings to a group of City and CCDC staff members. MIG will provide a summary of the meeting following the event. Public outreach or facilitation isn't expected during phase 1 of work.

**Deliverable(s):** Preparation and facilitation of one in person meeting; summary notes.

## 1.5 STRATEGIC MESSAGING AND COMMUNICATIONS PLAN

MIG will develop a strategic messaging and communications plan that incorporates the provided framework plan concepts. With guidance from CCDC, MIG will create a plan that supports the following parallel goals:

- Inform and educate key audiences and the public on the concepts of urban renewal, district formation, and the CCDC.
- Guide people through the entire URD formation process including the multi-step public hearing and approval process that begins after the Framework Plan is complete.
- Engage key State Street stakeholders and build community consensus for the creation of this State Street framework and a future URD.



Communications efforts should educate and inform the public on the following key concepts:

- What is Capital City Development Corporation
- How urban renewal works
- How urban renewal works in my neighborhood
- The Urban Renewal District Formation Process

MIG will work with CCDC to achieve the project goals and objectives through specific subtasks:

#### 1.5.1 Communications Work Session

MIG's communications staff will facilitate a half-day work session with CCDC (and City) staff to confirm key communications objectives, define target audiences and develop high-level message themes. This work session will ensure that we can successfully support the various goals of organizational branding, public education and stakeholder engagement.

#### 1.5.2 Audience and Messaging Matrix

MIG will incorporate findings from the work session into a comprehensive Audience/Messaging Matrix that will provide an overarching context for the larger Communications Plan—identifying specific audience segments, along with high-level message themes, communications goals and objectives, and potential channels to reach each group. This framework will provide a foundation for detailed strategies and tactics to follow in the plan itself.

#### 1.5.3 Communications Plan

MIG will recommend effective external communications to reach a diverse constituency and educate the public and key stakeholders about the State Street URD while also building positive awareness of CCDC itself. The Plan will address strategies related to external communications, media relations, and website and social media, and will cover a variety of channels and tactics, including print collateral, event outreach and paid advertising, among others. Recommended channels and tactics will include associated costs and level of effort (e.g., media buys, printing, etc.) and MIG will work with CCDC to establish key priorities for implementation.

#### 1.5.4 Project Identity Development

Following approval of the Communications Plan, MIG will develop a cohesive identity for the State Street URD project, with a project logo and visual theme (typography, color palette, etc.) that will ensure consistency across all channels. MIG will provide three (3) initial concepts and refine the chosen direction through two (2) rounds of client review. The final approved design will be implemented across a range of collateral (print and digital) during the course of the public information campaign.

### 1.6 PUBLIC INFORMATION CAMPAIGN

MIG will work directly with the CCDC Project Manager to implement effective strategies to educate and inform stakeholders and the public at large while building consensus around the development of the State Street Corridor Framework. The public information campaign will support public and stakeholder engagement efforts outlined in Tasks 2.2, 2.3 and 2.4 while also

providing broader awareness for the public at large. The following subtasks outline potential tactics and media for the campaign; MIG may refine these tactics according to the needs of the CCDC and based on findings from the Communications Work Session.

#### 1.6.1 Print Collateral

MIG will design and produce print collateral fact sheets for distribution at project open houses and other events:

- *Project Fact Sheets*: MIG will create a series of project fact sheets to convey key information about the State Street URD in language that is easy to understand, using infographics and photography to illustrate concepts in visual way. MIG will produce up to four (4) fact sheets for distribution at key stages of the project.
- *CCDC Informational Brochure*: MIG will develop an explanatory guide that offers an overview of CCDC and explains its role in the URD process.
- *Open House Invitations*: MIG will design and produce print invitations for the three public open houses identified in Task 2.4.

#### 1.6.2 Digital Collateral and Social Media

MIG will develop and implement strategies and tactics to reach target audiences through the web and across social media:

- *Project Landing Page*: MIG will provide content for a dedicated State Street URD web page to be hosted on the City's portal. We will coordinate with the City to ensure that all content (images, graphics, hyperlinks, etc.) comply with established guidelines for the website.
- *Social Media Virtual Engagement*: MIG will design and implement a social media campaign to build awareness of the project, promote the open houses (Task 2.4), and distribute the online survey. The social media campaign will utilize the existing City networks (Facebook, Instagram) and will also include paid promotions/boosted posts to broaden the reach of specific content such as the online survey. MIG will provide copy and graphics for a total of 12-14 individual posts.
- *Online Survey (Optional-not included in budget)*: MIG will create a brief online survey that members of the public can complete to provide their feedback on the State Street URD. The survey will be formatted using the Typeform tool and can be translated into Spanish if necessary. MIG will provide results from the survey to CCDC and City staff. The survey will be posted on the Project Landing Page and promoted through social media as outlined below.

#### 1.6.3 Media Relations

MIG will conduct efforts to build positive relationships with local media to increase coverage of the State Street URD and promote outreach efforts.

- *Press Releases*: MIG will draft a series of press releases to distribute to various media channels (newspaper, broadcast, blogs).

- *Media Tracking*: MIG will monitor coverage of the State Street URD process and public awareness of CCDC throughout the life of the project, providing monthly reports on any published stories or mentions on social media.
- *Media Training (Optional)*: MIG can provide training for project staff on effective interview strategies and key talking points when responding to questions about the project to ensure that all staff are able to speak effectively and stay on message.

**Engagement:** MIG will plan, prepare, and facilitate key project stakeholder meetings and general public open houses. Communications and engagement consultant will assist with recruitment of public meeting attendees by identifying additional stakeholders or underrepresented key audiences.

Consultant will work to ensure that identified stakeholders have equitable opportunities to provide feedback to the best of their abilities and identify additional methods for engagement and outreach.

## PHASE 1: Work Products

- Plans and Policies assessment report
- Study Area Base Map
- Draft and final annotated maps of opportunities and constraints Preparation and Develop and implement communication plan
- Messaging, FAQs, communications content, written statements, press releases, visual information, etc.
- Facilitation of one in person meeting; summary notes
- Stakeholder meetings

## PHASE 2: GAP ANALYSIS / DISTRICT GOALS

### 2.1 GAP ANALYSIS

Using information completed in Phase 1 MIG will conduct an internal stakeholder (CCDC and City) process to develop a gap analysis that assesses and clarifies potential competing initiatives and discrepancies found among the existing plans.

MIG will compile and attempt to reconcile the various visions and goals associated with the study area into a singular vision and set of goals for the State Street URD. MIG will facilitate two work session style meetings using Zoom, Mural, or similar video conferencing to align reconcile discrepancies. MIG will identify gaps or challenges within the following areas, using annotated maps, as applicable:

- Land Use/Zoning
- Transportation/Transit
- Mobility (bicycle, pedestrian, transit)
- Parking standards

- Design Standards – road, streetscape, public/private interface
- Open Space – type, , connections, systems
- Infrastructure/Utilities (to be completed by utilities consultant)
- Sustainability (GSI, etc.) (to be completed by utilities consultant)

**Deliverable(s):** Draft Gap Analysis in PowerPoint, with maps, as needed; preparation and facilitation of two video conference calls; revise analysis between each work session.

## 2.2 INTERNAL STAKEHOLDER PROCESS

MIG will prepare for and facilitate up to three work sessions with internal stakeholders will be required to reach consensus on the objectives of the Gap Analysis. The meetings may go as follows:

1. Meeting Window #1: Planning Assessment and Initial Findings - prioritization exercise of gap analysis discrepancies, assignments to stakeholders as needed.
2. Meeting Window #2: Draft Analysis Report Presentation – present draft recommendations, verify value judgements meet stakeholder expectations, review
3. Meeting Window #3: Final Gap Analysis Report Presentation – final confirmation with stakeholder group, as needed.

MIG will prepare meeting agendas, work session materials and presentations and stakeholder meeting notes using meeting wallgraphics. CCDC is responsible for making workshop arrangements, such as obtaining meeting space, participant invitation, and advertising. MIG will provide printed materials necessary to conduct meetings. Coordination with CCDC staff and the consultant on each of their respective tasks is expected. MIG will prepare a summary report in PowerPoint (for ease of use in future meetings) of stakeholder meetings to be circulated for review by CCDC. Report will be posted by CCDC on the project website. MIG assumes two staff for each of the Meeting Windows.

**Deliverable(s):** Preparation, attendance, facilitation and meeting summaries for three internal work sessions; draft and final summary report in PowerPoint format.

## 2.3 PUBLIC KEY STAKEHOLDER PROCESS

As part of the meeting window #2 identified in Task 2.2, MIG will present the results of the gap analysis up to three groups of key public stakeholders, such as property owners, ACHD, ITD, and neighborhood associations. This will be accomplished in a variety of settings. Individual meetings (approx. six) with property owners with large holdings or key properties will happen. Feedback on the gap analysis report final draft will be collected from these meetings and incorporated into a revised draft Gap Analysis.

The consultant will prepare meeting agendas, materials, and presentations for interactions with key stakeholders. CCDC will make meeting arrangements such as invitations, location, and accommodations. MIG assumes two staff for each of the Meeting Windows.

**Deliverable(s):** Preparation, attendance, facilitation and meeting summaries for up to three stakeholder meetings; draft and final summary report.

## 2.4 GENERAL PUBLIC, OPEN HOUSE

MIG will prepare for and attend up to three open houses for the general public including preparation of content and facilitation of the events. The open houses will be scheduled during the three meeting windows detailed in section 2.2. The anticipated content of the open houses includes:

- Meeting Window #1: Baseline analysis completed as part of Phase 1
- Meeting Window #2: Draft Gap Analysis results and prioritization
- Meeting Window #3: Revised Draft Gap Analysis/Draft Framework Plan Elements; Project Prioritization.

MIG will coordinate with CCDC for topic areas for each open house. MIG will provide materials, with assistance from CCDC (easels, flip charts etc.). CCDC will lead logistics, including meeting locations and food, if appropriate, and media. MIG will provide summaries of each meeting in a PowerPoint. MIG assumes two staff for each of the Meeting Windows.

**Deliverable(s):** Attendance, preparation and facilitation of meetings; materials, and summaries for three open houses.

## 2.5 BOARD OF COMMISSIONERS & CITY COUNCIL WORK SESSION – INFORMATIONAL UPDATE

MIG will develop materials to support agency staff in presenting findings to date to the CCDC Board of Commissioners and Boise City Council during regularly scheduled meetings of each body. The input received will be documented and incorporated into the subsequent phases of the project, as required. MIG assumes it will not attend informational meetings.

**Deliverable(s):** Preparation of one summary presentation.

## PHASE 2: Work Products

- Gap analysis written report and supporting diagrams and illustrations
- Presentation materials for stakeholder, agency partner, CCDC Board and City Council presentations
- Clear description of the district's intent and goals
- Three open houses, including materials and summaries

## PHASE 3: DISTRICT FRAMEWORKS, PUBLIC IMPROVEMENTS

### 3.1 REVIEW OTHER CONSULTANT ASSESSMENTS

MIG will review infrastructure deficiency assessment provided by CCDC's engineering consultant. MIG will review the real estate assessment and future development forecast provided by CCDC's real estate consultant. Using the final gap analysis as the foundation, MIG will develop a draft list of recommendations for public infrastructure improvements needed and/or beneficial to accomplishing the goals of the State Street URD. MIG assumes that this task will include two internal work sessions with CCDC, the City, infrastructure and utility consultants to develop and prioritize the draft list.

**Deliverable(s):** review consultant documentation and synthesize recommendations; develop draft improvement list; up to two two-hour work sessions with consultant and CCDC staff.

### 3.2 PUBLIC IMPROVEMENTS LIST, COST ESTIMATES

MIG will prepare a complete list of public improvements projects that are intended to be completed in the State Street URD. The list will be a collection of projects found in existing plans, recommended in the infrastructure deficiency assessment, and unique ideas that fill gaps in existing plans developed through community, CCDC and City input. Each public improvement should be quantified and qualified to an extent in which a rough order of magnitude probable cost can be derived. Coordinate with engineering consultants in their preparation of a probable cost estimate. MIG will provide cost estimates for specialized items, such as transit shelters or, but assumes that the majority of costs will be developed by others. This information is essential information for the Economic Feasibility Study to be created by SB Friedman. It's expected that coordination of public improvement expenses with projected revenues will have to be revised in order to reach a feasible financial plan for the district. MIG assumes up to three rounds of revisions to the project list prior to finalizing the list.

**Deliverable(s):** Draft and final project list (up to three rounds of revisions); coordination for cost estimation.

### 3.3 FRAMEWORK DIAGRAMS

MIG will create framework diagrams that illustrate the information developed in the initial phases of the project with an emphasis on those areas of the corridor lying outside of a TOD node, including all assessments, and gap analysis findings. The frameworks should illustrate the location and extent of all public improvement projects on the list. It is anticipated that diagrams for the following topics will be needed:

- Preferred Development Concept Framework (using existing planning recommendations, where applicable)
- Mobility Framework(s) (streets, paths, transit, bridges)
- Streetscape Typology Framework (attached to Streetscape Standards)

- Open Space Framework (public spaces existing and proposed in planning documents)
- Utility Framework (to be developed by the utility consultant)

### 3.4 STREETSCAPE STANDARDS

MIG will review the existing streetscape typologies found in various plans and, through CCDC and the City, coordinate with ACHD to identify a consolidated streetscape plan. MIG assumes it will not be developing specific design amenities or treatment details as part of this task. The document should be formatted in a manner that is consistent with the Downtown Boise Streetscape Standards Manual. The standards should work in unison with the Streetscape Typology Framework Diagram.

**Deliverable(s):** Draft and final streetscape element

### 3.5 3D ILLUSTRATIONS, DEVELOPMENT BUILD-OUT VISION

MIG will develop up to 5 digitally or hand rendered 3d illustrations of key aspects of the Corridor Framework with an emphasis on those areas of the corridor outside of a TOD node. Illustrations could include public plazas, key pathway connections, housing concepts, or birds-eye overview of the proposed district. The illustrations should represent the private investment forecasted in the Economic Feasibility Study as well as the public improvements envisioned for the State Street District. MIG will coordinate with CCDC on the location of the visualizations.

**Deliverable(s):** Up to five renderings. Locations and type of renderings to be determined.

## PHASE 3: Work Products

- Public improvements list and probable costs
- Framework Diagrams of the public improvements, existing master plans
- Streetscape standards identifying major elements of the streetscape
- 3d illustrations of key features of the district

## PHASE 4: FINAL DOCUMENT

### 4.1 BOARD OF COMMISSIONERS INFORMATIONAL UPDATE

MIG will develop materials to support agency staff in presenting findings to date to the CCDC Board of Commissioners during a regularly scheduled Board meeting. The input received will be documented and incorporated into the Preliminary Document as required. MIG assumes that it will not attend the meeting in person

**Deliverable(s):** Draft and final PowerPoint presentation

### 4.2 PRELIMINARY CORRIDOR FRAMEWORK DOCUMENT

MIG will prepare a preliminary Corridor Framework document. The draft document will contain information from legal, SB Friedman, engineers, and others. This task will include:

- Preparing a document outline, discuss with CCDC the format and technology of the document. MIG will develop the outline, with references to maps, tables, or other graphics that will be incorporated into the document. The document outline will be developed in Word.
- Upon approval of the document outline, MIG will develop text, or pull from information developed from other consultants, CCDC and/or City staff to create an administrative draft plan. MIG will develop the content in Word and assumes three rounds of revisions. Upon approval of the text, MIG will transfer the document into InDesign and join the text with the graphics and mapping. necessary to illustrate the intentions of the Corridor Framework.
- MIG will coordinate with consultant team members in creating a cross referenced and comprehensive document.
- Prior to developing the annotated outline (bullet 1) MIG will refine the Corridor Framework diagrams formatted to also be reproducible as in large format presentation boards.

**Deliverable(s):** Draft and final annotated outline; administrative draft corridor framework plan with up to three rounds of revisions.

#### 4.3 INTERNAL STAKEHOLDER INFORMATIONAL UPDATE

MIG will prepare for and facilitate a partner agency coordination work session to present the preliminary (Administrative Draft) document. The input received will be documented and incorporated into the Public Review document, as required.

**Deliverable(s):** Presentation, facilitation and attendance at the update. Meeting will be summarized using wallgraphics.

#### 4.4 CCDC BOARD & CITY COUNCIL APPROVAL

MIG will develop a meeting presentation in PowerPoint to support agency staff in presenting the final document to the CCDC Board of Commissioners and Boise City Council during regularly scheduled Board and City Council meetings. MIG assumes it is not attending this meeting.

**Deliverable(s):** Draft and final PowerPoint Presentation

#### 4.5 FINAL CORRIDOR FRAMEWORK DOCUMENT FOR ADOPTION

Upon completion of Task 4.4, MIG (and other consultants, as necessary) will revise the final State Street District Corridor Framework document per the directives of CCDC staff, CCDC Board of Commissioners (and possibly the City Council - TBD) and provide a final digital PDF Corridor Framework document to the CCDC. Document files will be provided in print and web quality versions, with InDesign files packaged and provided to CCDC

**Deliverable(s):** Final Corridor Framework Document **PHASE 4: Work Products**



- Presentation materials for CCDC Board and City Council presentations
- Final Corridor Framework Document
- High resolution presentation boards featuring plan views
- Deliver in PDF format
- Include working files in native format

State Street Corridor Framework Plan

estimated project cost

		MIG, Inc.																								Direct Costs	Professional Fees Totals	
		Alex Dupey Project Director/Manager		Jon Pheanis Sr. Land Use Planner		Patrick Ware Associate II/ GIS Modeling		Lauren Scott Associate I/Land Use Planner		Casey Howard Associate I/ Designer		CJ Davis Graphic Designer II/ Visualizations		Rachael Husted Project Administrator III		Tim Carroll Director III		Gary P Graphic Designer III		Madeleine Salem Graphic Designer I		Abbey Lew Project Administrator I		MIG Totals				
		Hrs@	\$175	Hrs@	\$150	Hrs@	\$95	Hrs@	\$85	Hrs@	\$85	Hrs@	\$145	Hrs@	\$105	Hrs@	\$185	Hrs@	\$165	Hrs@	\$110	Hrs@	\$75					
PHASE 1: PLANNING CONTEXT AND ASSESSMENT																												
1.1	Data Collection - Review State Street Plans, Policies, Ordinances and Development Proposals	2	\$350	6	\$900		\$0	24	\$2,040		\$0		\$0		\$0		\$0		\$0		\$0		\$0	32	\$3,290		\$3,290	
1.2	Base Mapping	2	\$350		\$0	8	\$760		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	10	\$1,110		\$1,110	
1.3	Study Area Context, Opportunities and Constraints Assessment	2	\$350	4	\$600	4	\$380	32	\$2,720	32	\$2,720		\$0		\$0		\$0		\$0		\$0		\$0	74	\$6,770		\$6,770	
1.4	Facilitation, Coordination, and Review	12	\$2,100		\$0		\$0		\$0		\$0		\$0	2	\$210		\$0		\$0		\$0		\$0	14	\$2,310	\$500	\$2,810	
1.5	Strategic Messaging and Communications Plan								\$0		\$0		\$0	2	\$210	48	\$8,880	24	\$3,960	16	\$1,200	24	\$1,800	98	\$14,850	\$1,000	\$15,850	
1.6	Public Information Campaign		\$0		\$0		\$0		\$0		\$0		\$0	2	\$210	54	\$9,990	32	\$5,280	48	\$3,600	32	\$2,400	120	\$17,880	\$6,500	\$24,380	
Subtotal		18	\$3,150	10	\$1,500	12	\$1,140	56	\$4,760	32	\$2,720	0	\$0	6	\$630	102	\$18,870	56	\$9,240	64	\$4,800	56	\$4,200	348	\$46,210	\$8,000	\$54,210	
PHASE 2: GAP ANALYSIS / DISTRICT GOALS																												
2.1	Gap Analysis	16	\$2,800	12	\$1,800		\$0	40	\$3,400	24	\$2,040		\$0		\$0		\$0		\$0		\$0		\$0	92	\$10,040		\$10,040	
2.2	Internal Stakeholder Process (three work sessions)	24	\$4,200	24	\$3,600		\$0		\$0	24	\$2,040		\$0	2	\$210		\$0		\$0		\$0		\$0	74	\$10,050	\$3,000	\$13,050	
2.3	Public Key Stakeholder Process	8	\$1,400	8	\$1,200		\$0	12	\$1,020	12	\$1,020		\$0		\$0		\$0		\$0		\$0		\$0	40	\$4,640		\$4,640	
2.4	General Public, Open house (three Open Houses)	12	\$2,100	12	\$1,800		\$0	24	\$2,040	60	\$5,100	24	\$3,480	2	\$200		\$0		\$0		\$0		\$0	134	\$14,720	\$1,000	\$15,720	
2.5	Board of Commissioners & City Council Work Session - Informational Update	8	\$1,400		\$0		\$0	4	\$340		\$0		\$0		\$0		\$0		\$0		\$0		\$0	12	\$1,740		\$1,740	
Subtotal		68	\$11,900	56	\$8,400	0	\$0	80	\$6,800	120	\$10,200	24	\$3,480	4	\$410	0	\$0	0	\$0	0	\$0	0	\$0	352	\$41,190	\$4,000	\$45,190	
PHASE 3: DISTRICT FRAMEWORKS, PUBLIC IMPROVEMENTS																												
3.1	Review other Consultant Assessments	6	\$1,050	8	\$1,200		\$0	30	\$2,550		\$0		\$0		\$0		\$0		\$0		\$0		\$0	44	\$4,800		\$4,800	
3.2	Public Improvements List, Cost Estimates	6	\$1,050	12	\$1,800		\$0	24	\$2,040		\$0		\$0		\$0		\$0		\$0		\$0		\$0	42	\$4,890		\$4,890	
3.3	Framework Diagrams	8	\$1,400	16	\$2,400	12	\$1,140		\$0	80	\$6,800		\$0		\$0		\$0		\$0		\$0		\$0	116	\$11,740		\$11,740	
3.4	Streetscape Standards	2	\$350		\$0		\$0		\$0	16	\$1,360	12	\$1,740		\$0		\$0		\$0		\$0		\$0	30	\$3,450		\$3,450	
3.5	3D Illustrations, Development Build-out Vision	6	\$1,050		\$0		\$0		\$0	16	\$1,360	60	\$8,700		\$0		\$0		\$0		\$0		\$0	82	\$11,110		\$11,110	
Subtotal		28	\$4,900	36	\$5,400	12	\$1,140	54	\$4,590	112	\$9,520	72	\$10,440	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	314	\$35,990	\$0	\$35,990	
PHASE 4: FINAL DOCUMENT																												
4.1	Board of Commissioners Informational Update	8	\$1,400		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,400		\$1,400	
4.2	Preliminary Corridor Framework Document	8	\$1,400	16	\$2,400		\$0	100	\$8,500	60	\$5,100		\$0		\$0		\$0		\$0		\$0		\$0	184	\$17,400		\$17,400	
4.3	Internal Stakeholder Informational Update	12	\$2,100		\$0		\$0		\$0		\$0		\$0	2	\$210		\$0		\$0		\$0		\$0	14	\$2,310	\$500	\$2,810	
4.4	CCDC Board & City Council Approval	8	\$1,400		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,400		\$1,400	
4.5	Final Corridor Framework document for adoption	2	\$350		\$0		\$0	12	\$1,020	8	\$680		\$0		\$0		\$0		\$0		\$0		\$0	22	\$2,050		\$2,050	
Subtotal		38	\$6,650	16	\$2,400	0	\$0	112	\$9,520	68	\$5,780	0	\$0	2	\$210	0	\$0	0	\$0	0	\$0	0	\$0	236	\$24,560	\$500	\$25,060	
SUBTOTAL		152	\$26,600	118	\$17,700	24	\$2,280	302	\$25,670	332	\$28,220	96	\$13,920	12	\$1,250	102	\$18,870	56	\$9,240	64	\$4,800	56	\$4,200	1250	\$147,950	\$12,500	\$160,450	
TOTAL PROJECT COSTS																												\$160,450



Project Role	Maximum Billing Rate/hr
Principal-in-Charge IV	\$ 300.00
Principal-in-Charge III	\$ 250.00
Principal-in-Charge II	\$ 220.00
Principal-in-Charge I	\$ 195.00
Director III	\$ 185.00
Director II	\$ 175.00
Director I	\$ 165.00
Project Manager IV	\$ 160.00
Project Manager III/ Sr. Land Use Planner	\$ 150.00
Project Manager II	\$ 125.00
Project Manager I	\$ 110.00
Project Associate IV	\$ 115.00
Project Associate III	\$ 105.00
Project Associate II	\$ 95.00
Project Associate I/Land Use Planner	\$ 85.00
Landscape Architect IV	\$ 190.00
Landscape Architect III	\$ 175.00
Landscape Architect II	\$ 155.00
Landscape Architect I	\$ 125.00
Civil Engineer V	\$ 220.00
Civil Engineer IV	\$ 205.00
Civil Engineer III	\$ 190.00
Civil Engineer II	\$ 175.00
Civil Engineer I	\$ 155.00
Graphic Designer IV	\$ 195.00
Graphic Designer III	\$ 165.00
Graphic Designer II	\$ 145.00
Graphic Designer I	\$ 110.00
Project Administrator III	\$ 105.00
Project Administrator II	\$ 75.00
Project Administrator I	\$ 50.00



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# **V. INFORMATION ITEMS**



**DATE:** May 18, 2020  
**TO:** Dana Zuckerman, Chair  
Board of Commissioners  
**FM:** John Brunelle, Executive Director  
**RE:** CCDC Monthly Report

As you'll see in this report, the agency continued to operate on a high level in April despite the unusual work-from-home situation. In addition to moving ahead on a number of high profile projects, CCDC is entering the next phase to explore a new URD along the State Street corridor. I want to emphasize that continuing this work does not mean a decision has been made to create this district. Feedback from the taxing entities and general public will be among the many factors that the CCDC board and ultimately city council and the Mayor's office will consider as part of this process.

Among our recent moves at CCDC was the decision to waive fees for our monthly ParkBOI customers. This did generate some public feedback worth sharing:

*Just a quick note to say thanks to everyone at CCDC for the parking relief you have provided to businesses and individuals for the months of April and May. I think I speak for everyone in our entire organization who's benefited when I say "thank you" to you, your board, and your staff. -- John F. Cunningham | CEO Block 22, LLC. & Idaho Sports Properties, LLC.*

*THANK YOU SO MUCH!!!!!!!!!!!!!!!!!!!!!! -- Red Guerri | Sr. Growth Partner | Quest Groups LLC*

*We thank you! So much appreciated!!! -- Lorraine Bueno*

*Thank you so much! I'm a small business owner that can't have my business open and times are tough. This helps a lot. I'm forever grateful! -- Rissa J*

*You are AMAZING! Thank you from the bottom of my heart. You are wonderful for doing this. Most appreciated! -- Launa Rightmeier, Zions Bancorporation*

*Thank you very much for waiving May's fee. It is very much appreciated and helps a lot. -- Lisa Crist*

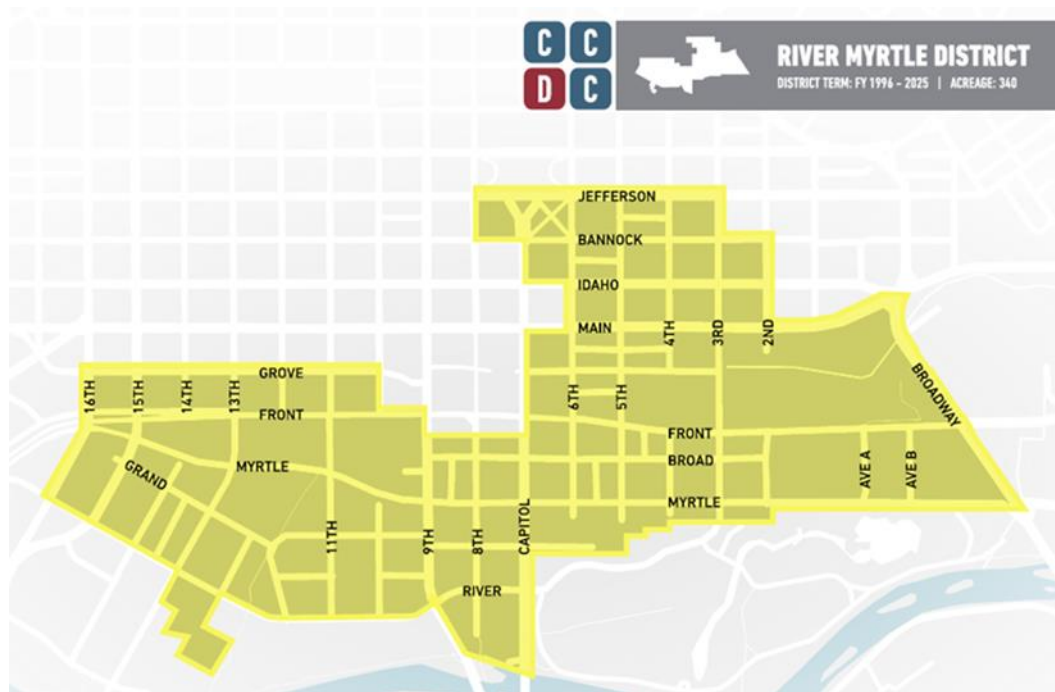
*Thank you! As a business operator in BODO, I appreciate your help and support with this! -- Alicia Grams Managing Partner, Bonefish Grill*

*I can't honestly put into words how much this helps right now. Thank you so so so much. -- Tye Lombardi*

*By the way. Thank you for the extensive cleaning and sanitizing of the 9th & Main Garage Stairways and Elevator. Bests it has looked ever. And all the bright fresh painting and striping. Finally, Thank you for another months parking at the garage—it really does provide an excellent benefit and relief. -- Roger Finch*

The majority of the CCDC Team continues to work remotely while some employees are using the office on a daily or occasional basis. The CCDC offices remain in 'closed' status until further notice. All Agency employees are available via phone and email. Call [\(208\) 384-4264](tel:2083844264) or email [info@ccdcbosie.com](mailto:info@ccdcbosie.com) for assistance.

## RIVER – MYRTLE / OLD BOISE DISTRICT



### Economic Development

**5th & Front Streets - Hotel and Parking Garage – Participation Program (PP) Type 3, 5:** The parking garage portion of this project (540 total spaces) received a temporary certificate of occupancy in mid-March allowing it to open to customers. CCDC began leasing 200 spaces for public use starting on May 1, 2020. All 200 spaces are reserved for monthly parkers. The hotel portion of the development is scheduled to open Summer 2020. The developer is planning a public art element on the stairwell wall facing Front Street, and is working with the City of Boise Arts and History Department on the selection process. The CCDC Board approved an additional \$90,000 in eligible expenses for public art at its December 2019 meeting. The selection committee will include a representative from CCDC, the development group, an Arts & History commissioner and local artists. The selection committee is planning to discuss artist applications this month.

**500 S. 8th Street - Trailhead - Agency Leased Property:** The lease for this Trailhead location expired at the end of January 2020 with the allowance to proceed month-to-month until a new lease can be executed. The landlord has signed the new lease agreement. The City is expected to approve the form of the lease in May 2020; the CCDC Board will consider the new lease at its May 18 meeting. At that time the CCDC Board also will consider the Entrepreneurship Consulting Agreement between the Agency, the City, and non-profit Actuate Boise, Inc.

**200 Myrtle Street - Boise Caddis - PP Type 2:** Construction continues on the Boise Caddis project and post-tensioned concrete work is underway. The developers are targeting mid-June 2020 to begin wood framing. Apartment facade finishes will start in early August. The project is scheduled to open in the summer of 2021. The project includes 160 rental units and 400 parking spaces. Ada County will purchase the parking spaces for use by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in eligible expenses for



public improvements on 2nd, 3rd, and Myrtle Streets and a small portion of Broad Street. Reimbursement will come from 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 its November 2019 meeting. CDG Boise 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 was approved at the December 2019 Board meeting. Construction is scheduled to begin in late spring 2020.

**406 Broad Street - Cartee Apartments - PP Type 2:** Construction and mobilization began in October 2019. Excavation, footings, and first floor columns are complete. Currently concrete work is being performed on the first floor slab and garage ramp. The agreement between CCDC and the developer contemplates approximately \$1.3 million in eligible expenses to be reimbursed from project-generated tax increment revenue. The project includes approximately 160 apartment units and 176 structured parking spaces.

**512 W Grove Street - 5th & Grove Mixed Use Residential - PP Type 2:** At its March 2020 meeting, the CCDC Board approved a Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC. The project includes 114 for-rent apartments and 8,000 square feet of ground floor retail. Fifty of the apartment units will be dedicated to workforce housing, serving 120% AMI (area median income) and below. The project qualifies for Level A status and is eligible to receive 80% of the tax increment revenue it generates to reimburse Eligible Expenses. The project includes approximately \$1 million in Eligible Expenses for public improvements along 5th Street, Grove Street and alley. CCDC estimates tax increment revenue will reimburse approximately \$700,000 of Eligible Expenses. CCDC will construct and pay for the already-planned Grove Street streetscape improvements currently in the Agency's 5-year Capital Improvement Plan, accounting for approximately \$347,000 in Eligible Expenses. If construction timelines do not align, CCDC will reimburse the developer for that work upon completion of the project and not through project-generated tax increment revenue. Those two sources will reimburse the developer for all of the project's Eligible Expenses. Construction is scheduled to begin Summer 2020.

**116 6th Street - 6th & Grove Mixed Used, Income Restricted Residential - PP Type 2:** At its March 2020 meeting, the CCDC Board approved a Type 2 General Assistance Participation Agreement with the developers of the 6th & Grove project. 6th & Grove is a mixed-use residential and retail project being developed by Capital Partners, Galena Fund, and deChase Miksis. It will be comprised of 60 apartment units (income restricted and market rate), 5,000 square feet of retail and 9,000 square feet of office space. The project includes approximately \$600,000 of Eligible Expenses for public improvements in the alley and streetscapes along Grove and 6th streets. CCDC will construct and pay for the already-planned Grove Street streetscape improvements currently in the Agency's 5-year Capital Improvement Plan, accounting for approximately \$130,000 in Eligible Expenses. Sixth Street improvements are included in CCDC's current year CIP and will be reimbursed upon completion. The remainder of the Eligible Expenses will be reimbursed using tax increment revenue generated by the project between 2022 and 2025.

## PARTICIPATION PROGRAM

**Type 1:** One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

**Type 2:** General assistance. Reimbursed by project – generated tax increment revenue. Scorecard dependent

**Type 3:** Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

**Type 4:** Capital Improvement Coordination. Most often used for public/public projects.

**Type 5:** Disposition of CCDC-owned property.

These funding sources will reimburse the developer for all of their project's Eligible Expenses. Construction is scheduled to begin in the summer of 2020.

**600 Front Street - The Vanguard - PP Type 2:** Visium Development has begun construction of the 75 multi-family apartment building on the corner of 6th and Front streets (formerly home to Biz Print). The CCDC Board designated this project for Type 2 funding at its November 2019 meeting. Visium has requested reimbursement funds for approximately \$400,000 of public improvements, including streetscapes and utility work. The Type 2 Agreement has been finalized and was approved at the December 2019 Board meeting. Construction is scheduled to be complete in summer 2021.

### Infrastructure

**535 S. 15th Street - River Street Lofts - PP Type 1:** Townhome Lofts have received its Certificate of Occupancy and the developer has submitted its cost documentation items for reimbursement. CCDC has reviewed the project's cost documentation and approved Eligible Expenses in a sum greater than \$150,000. Per the Type 1 Streetscapes program, CCDC will issue a \$150,000 reimbursement for the project.

**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 is the design professional. The construction contract was awarded to Guho Corp at the Board's August 2019 meeting. Guho Corp is currently working on streetscapes on the west side of 6th Street between Main and Front streets. The project is ahead of schedule due to the corona virus related cancellation of the annual Treefort indie music festival. Reconstruction of the 6th and Grove intersection requires a full street closure. This closure was moved up to April 2020 from June 2020 to take advantage of the pandemic-caused low traffic volumes.

**RMOB - Consolidated Newspaper Racks:** The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility, reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations, both located in the Westside District. The City Council approved the news rack ordinance on May 5 and will now work with distributors to relocate publications into the racks and remove the old boxes.

### Mobility

**S. 5th St & Myrtle St - Signalized Crossing:** This project seeks to install signal control on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition, and to extend the signal-coordinated calming of Myrtle Street. Kittelson & Associates has completed a preliminary warrant analysis and representatives of ACHD, City of Boise, CCDC, and ITD met on March 12, 2020 to discuss next steps. CCDC and the City are working on a request to ITD outlining the rationale for a signal and how it will not set a precedent.

**ParkBOI - Capitol & Myrtle Parking Garage - Agency Owned Property:** CCDC has contracted with Specialty Systems of Utah to repair patches of spray-on fire-proofing in this garage. Temperatures of at least 40 degrees are required throughout the application process. The work has a tentative start date of May 25, weather and COVID-19 restrictions permitting.

**ParkBOI - 11th & Front Parking Garage - Agency Owned Property:** No significant maintenance performed in recent months. Fewer than 100 of the 722 spaces that were originally available for general public monthly use remain available for 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 and the City selected and contracted with a public engagement team. A vision statement, project timeline, and community engagement plan are being developed. Conversations with property owners have occurred. The public engagement team is summarizing initial conversations and planning next steps.

### Special Projects

**ROMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4:** Final concepts have been submitted. The City Department of Arts & History is currently gathering feedback on the concepts.

## WESTSIDE DISTRICT



### Economic Development

**1010 W. Jefferson St - 10Ten Building - Agency-Owned Property:** No notable maintenance issues.

**421 N. 10th St - ISG/BSN Building - Agency Owned Property:** No notable maintenance issues.

**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, CCDC is conducting planning and design on a similar schedule to ACHD.

**1111 Idaho St - 11th & Idaho Building - PP Type 2:** This nine-story, Class A office building is being developed by Rafanelli and Nahas 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 on the adjacent block to the north. The development was designated as a Type 2 Participation Project in July 2019. The final agreement was presented to the Board in August 2019. Construction is underway. CCDC will reimburse the developers for

public improvements being completed along Idaho and 11th streets. The reimbursement will be based on actual expenses and will not exceed \$740,690.

### **Infrastructure**

**Westside District - Consolidated Newspaper Racks:** The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility, reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations: on Bannock Street between 12th and 13th streets due to the closure of the former Greyhound bus terminal; on 10th Street between Main and Idaho streets due to business concerns and questions over whether the unregulated boxes there are still in use. The City Council approved the news rack ordinance on May 5, 2020 and will now work with distributors to relocate publications into the racks and remove the old boxes.

**Bannock Street Streetscape - 8th to 9th Streets:** The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD during a Commission work session in November 2019 and to the ACHD Commission in January 2020 after which ACHD approved the design. The project received Design Review approval from the City in February 2020. The CCDC Board approved the contract for construction documents and construction administration services with Jensen Belts Associates and the ranking for CM/GC services in March 2020. The CM/GC contract with Guho Corp has been signed. The Agency is working to accelerate project timeline to complete construction in 2020. Construction document production is on schedule to seek permits in June.

**10th & State Streets - Agency Owned Property:** CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in the Brady Block area. CCDC hopes to incentivize the future redevelopment of underutilized sites adjacent to the Brady Block.

**1010 Main St - Avery Building - PP Type:** This privately-owned vacant building is 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 for historic preservation costs and anticipates submitting an application in 2020.

**Westside URD - Boundary Adjustment:** The Agency is working to adjust the Westside URD boundary to add an additional 14 acres that includes the Boise High School campus, the downtown YMCA property, as well as right of way on Franklin Street and 8th Street. The City Council accepted an eligibility report in June 2019 and directed CCDC to move forward with amending the plan. The Plan Amendment must be reviewed by CCDC and the City Council as well as Planning and Zoning prior to adoption. The Agency and counsel are working on scoping the plan amendment and are discussing potential projects with property owners.

### **Mobility**

**ParkBOI - 10th & Front Garage - Agency Owned Property:** The Agency hired DESMAN to perform design services for structural damage prevention in the 10<sup>th</sup> & Front parking garage per a consultant ranking approved by the Board in January 2020. DESMAN is working on construction documents and expects to have them complete by the end of May. The Agency then plans to issue an Invitation for Bid. It is anticipated that bid results will be presented to the Agency Board for consideration at its July 13 meeting.

**North 8th Street - City/ACHD Traffic Configuration:** A traffic and bike lane analysis performed by Kittleson & Associates and a design package by Jensen Belts Associates were presented to the City Council in January 2019. The City Council requested public outreach on the project. The

City conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD's Commission during a November 2019 work session. The Commission was receptive and asked for an interagency agreement for paving and for the project to be brought back for formal presentation. That presentation occurred in January 2020 after which ACHD approved the design. The project received Design Review approval from the City in February 2020. The CCDC Board approved contract for construction documents and construction administration services with Jensen Belts Associates in March 2020. CCDC is working to accelerate project timeline to complete construction in 2020. Construction Document production is on schedule to seek permits in June.

### **Place Making**

**11th Street & Bannock Street - Westside Urban Park:** The City Council approved the Westside Urban Park Master Development Agreement and associated land agreement in June 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 11th and Idaho development, a nine-story Class A office building with retail/restaurant space fronting the park. Construction on the office tower began in August 2019 and is expected to be complete in November 2020. Construction of the park is planned to begin in February 2021 with ribbon cutting estimated in September 2021. CCDC has convened a community naming committee to generate potential names for the park. Recommended name(s) will then be submitted to the Parks & Recreation Commission for review.

## **30<sup>TH</sup> STREET DISTRICT**



### **Economic Development**

**2403 Fairview Ave - Adare Manor - PP Type 2, 4:** Northwest Integrity Housing Company's affordable housing development, consisting of 134 apartments, 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. The majority of the apartments will be for families earning less than 60% AMI (area median income) – about \$44,000 per year for a family of four – with approximately 10% of the units offered at market rate. CCDC is working with developers on the cost documentation to process the reimbursement for public improvements. The developer is gathering its cost documentation for the Type 4 component of the project and will provide the Type 2 cost documentation when it has all of the information available.

### Infrastructure

**301 29th St - Whittier Elementary School - PP Type 4:** CCDC conducted an on-site inspection and reviewed and approved all cost documentation required for reimbursement for Eligible Expenses per the Type 4 Agreement. Boise School District has been reimbursed \$540,000 for expenses related to streetscapes, utilities, road reconstruction, and a public plaza space.

### 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.

## SHORELINE



### Economic Development

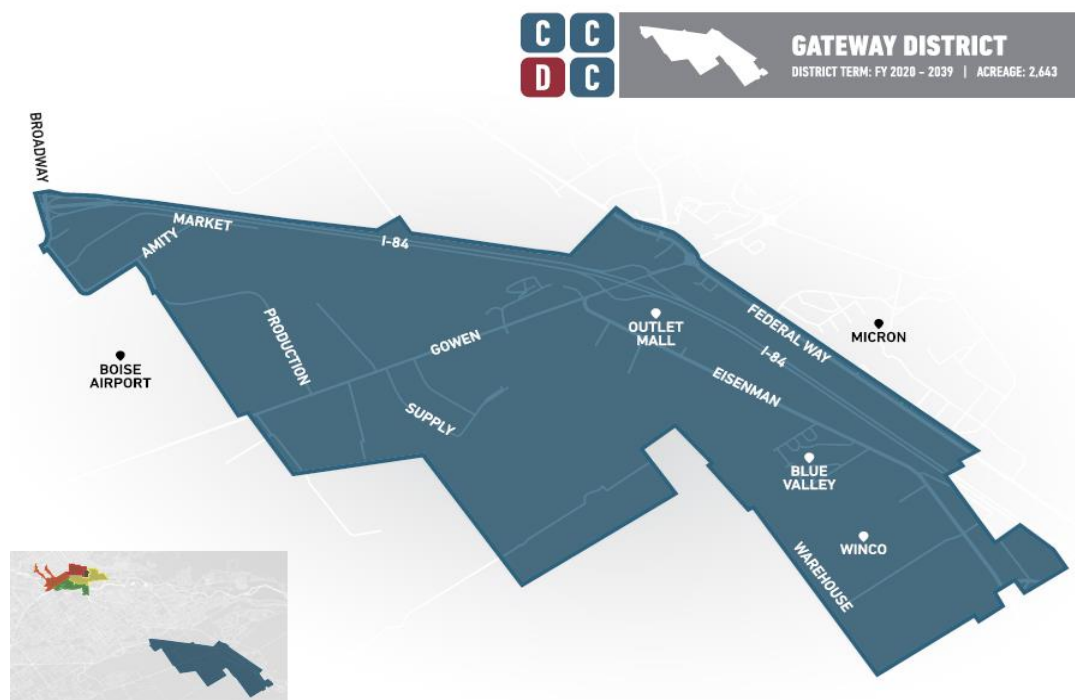
**Shoreline District - Downtown Boise Streetscape Standards Update:** CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency's Capital Improvement Plan

projects for 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 that 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*

**9100 S Eisenman Road – PP Type 2:** 9100 S. Eisenman Road project by R&L Carriers, Inc. submitted a Type 2 designation at the Board's April 13, 2020 meeting. R&L Carriers, Inc. is a national freight logistics company. This project will host a new regional industrial mixed-use facility and be a regional hub for R&L Carriers national operations. It is located near the existing Winco distribution center on a 13.47-acre lot. The project will house three structures: a 5,000 SF office joined to a 60,000 SF freight terminal, and a 9,000 SF maintenance shop. The project will also renovate the existing, dilapidated fueling canopy. Seventy parking spaces and a private green space constitute the rest of the property's development. Over 130 construction jobs will be created by this project. Estimate total cost is \$9.8 million. The project anticipates \$285,000 of Eligible Expenses to be paid over the standard Gateway District six-year term. Estimated completion is summer 2021 and then fully on the tax roll by calendar year 2022. The project will generate roughly \$75,500 in added tax increment per year. The project received Designation at

the April 2020 Board meeting. The developer is currently gathering the necessary materials and final estimated Eligible Expenses to present for Approval at the June 2020 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 Board approved a Type 2 participation agreement for approximately \$94,000 of Eligible Expenses on the \$2.1 million project at its January 2020 meeting. The project received a temporary certificate of occupancy in February 2020.

**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 around the world. Total project value is estimated to be \$13 million, with an estimated \$425,000 of Eligible Expenses. The project was designated for Type 2 assistance at the November 2019 Board meeting. The Board approved a Type 2 participation agreement for approximately \$426,000 of Eligible Expenses on the \$12.7 million project at its April 2020 meeting.

### *Mobility*

**Gowen Road - ACHD Cost Share - PP Type 4:** ACHD will replace the Gowen Road bridge over the railroad right-of-way including widening the bridge to accommodate bike lanes and sidewalks. ACHD and the Agency executed the pathway cost share/participation agreement in May 2019. Since then, ACHD has advanced construction from 2022 to 2021, and City of Boise has requested that gravel shoulders on the bridge approaches be replaced with wider sidewalk; necessitating amendment of the original agreement. The Agency, City of Boise, and ACHD have also agreed to terms for a proposed Interagency Agreement to install fiber-optic conduit along Gowen as part of the project. The total of both cost share agreements is estimated to be approximately \$360,000 per the engineer's estimate based on the 99% plans. Both the amended cost share agreement and the interagency agreement are on the May 18, 2020 Board meeting agenda.

**Gateway East Transportation Study:** The Agency has contracted with engineering firm HDR to perform a transportation study of the Gateway East District. The project team includes representatives from the Agency, City 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 other public agency planning activities. Agency and City of Boise are doing a final review of modeling assumptions. HDR will then submit the technical report to ACHD for review.

### *Infrastructure*

**Production Street and Gowen Road Utilities:** This project will install new fiber optic conduit banks and associated vaults along Production Street and Gowen Road for the City of Boise in order to enhance data connectivity within City limits. CCDC is contracting with Civil Survey Consultants to provide design services which will be completed in FY2020 with construction to follow in FY2021.

## **AGENCY WIDE – ALL DISTRICTS**



**ParkBOI - Parking Rates - Annual Review:** At its April 2020 meeting the CCDC Board suspended consideration of adjusting parking rates until FY2021 at the earliest.

**City of Boise Park & Ride Shuttle:** The City made the decision to terminate this service in April 2020. Ridership was low and VRT increased their Vista shuttle service to 15 minute headways. The search for a west end Park & Ride service has been suspended for the time being.

**ParkBOI - New Product - Nighttime Monthly:** As part of the parking rate discussion at the CCDC Board's March 2020 meeting, the Agency recommended that the 10th & Front Garage be designated to accommodate proposed nighttime - monthly parking pass-holders, making it available to these parkers as early as 3 pm – an attractive alternative to a regular monthly pass.

**CityGO:** 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 at [citygoboise.com](http://citygoboise.com). The Board will receive a City Go presentation sometime in the not too distant future.

**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 and Main Garage. The bid was advertised in the Idaho Statesman on January 30 and February 6, 2020. Two bids were received. The bid was awarded to Schindler Elevator at the Board's March 2020 meeting and a Notice to Proceed was issued later that month. Parts are to be shipped in July and work is to begin mid-August 2020.

**ParkBOI - Capitol & Front Parking Garage - Agency Owned Property:** At its December 2019 meeting the Board reviewed a Purchase and Sale Agreement for this parking garage with Block 22, LLC for the purchase price of \$4,000,000. CCDC is working with Block 22 on due diligence and a transition plan. In order to accommodate a smooth transition with Block 22, CCDC has extended the closing date to June 30, 2020. Block 22 intends to continue operating the garage with no changes for the time being.

**ParkBOI - Capitol & Main Parking Garage:** The exit lane repairs as designed by Civil Survey Consultants and performed by Hellman Construction received final completion on March 11, 2020.

**ParkBOI - Capitol & Main Parking Garage - Elevators:** This project will modernize the existing elevators in the Capitol & Main Garage to provide new finished and amenities, improve efficiency and reliability, and bring them into compliance with current codes. Schindler began work on the Idaho Street elevator in January 2020 with a planned completion date on that elevator at the end of that month. However, Schindler discovered damage to the stile on the side of the elevator car that requires the replacement of the full sling and platform assembly for safety reasons. The new sling and platform assembly is expected to ship in May 2020. In order to minimize project delays and take advantage of low garage use due to COVID-19, Agency worked with Schindler to begin work on the Main Street elevator in April. The Main Street elevator is expected to be back in service on or about May 19, 2020.

**ParkBOI - 9th & Front Parking Garage - Agency Owned Property:** The Agency contracted for small areas of waterproofing membrane repairs and additional concrete repairs in the garage. The spall repair is complete. The contractor will resume the membrane repair spring 2020. The Agency executed a contract with Slichter Ugrin Architects to provide design services for Stair Tower Structural Repairs in March 2020. Construction documents are expected to be complete in late spring 2020. Due to the construction schedule running into the winter months as projected by the current course, the Request for Qualifications issued in April was cancelled. The Agency will re-issue in late summer/early fall for a spring 2021 construction start date.

**ParkBOI - Door Hardware & ADA Upgrades:** Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications for this project. Hellman Construction Company, Inc., was the responsive low bidder and is under contract. A Notice to Proceed will be issued once material procurement timelines are solidified.

### *Mobility*

**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 advancing with the design of bikeway facility improvements for 11th St from Heron Street to Washington Street in preparation for installation in FY2023. CCDC is leading a public engagement process to produce a concept design for 11th Street from River Street to Washington Street. This downtown segment of the 11th Street Bikeway spans two URD's (RMOB and Westside) both of which have funding programmed in FY2023 to build the infrastructure associated with this bikeway. During its April Board meeting, the Board approved a contract with Kittelson & Associates to assist CCDC with the concept design and public engagement process. Public and stakeholder engagement will start in June 2020.

### *Special Projects*

**Public Outreach:** Social distancing and restrictions on large gatherings may impact the traditional in-person forms of public engagement and outreach activities related to CCDC's projects in future months. In many cases, the Agency needs community input in order to create the most meaningful and relevant results. While recent projects have not been impacted, the Agency is looking at various tools, procedures, case studies and community examples to prevent important projects from stalling and to provide inclusive and effective opportunities to engage with the Agency, learn about projects, and provide feedback.

The current, unique, pandemic-caused situation provides opportunity for innovations and to pilot new public engagement methods to reach audiences who may have previously not attended in-person events. Community outreach activities will be assessed on a project-by-project basis and be dependent on the current social distancing recommendations.

### *Condominium Associations*

#### **Building Eight Condominiums Association**

<b>Members</b>	<b>Percent Interest</b>
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, 2020	Next Annual Meeting: October 7, 2020

Issues/Comments:	No issues
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**Front Street Condominium Association:** Neon street sign 8th Street side of 9th and Front has significant rust and water damage on the metal structure and will be removed by YESCO on May 10, 2020. The sidewalk is closed effective May 5, 2020 and a permit to close a lane has been approved by ITD.

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, 2020	Next Annual Meeting: October 7, 2020
Issues/Comments:	No issues

**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, 2020	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 update condominium declarations. Hawkins Companies has completed the Main + Marketplace remodel.

Members	Percent Interest
CCDC - Capitol & Main Parking Garage	50%

Hawkins Companies (Main + Marketplace)	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: October 7, 2020.
Issues/Comments:	CCDC and Hawkins Companies are discussing Hawkins' proposal to install security cameras in the common areas.

#### **Downtown Parking Condominiums Association**

<b>Members</b>	<b>Percent Interest</b>
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, 2020	Next Annual Meeting: TBD
Issues/Comments:	No issues.

#### **ACME Fast Freight Condominium Association**

<b>Members</b>	<b>Percent Interest</b>
CCDC – 11th and Front Parking Garage	30.10%
BVA	69.90%
Issues/Comments:	Appoint Agency representatives to COA board.

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# **VI. ADJOURN**



**END**