

PUBLIC PARKING MANAGEMENT PLAN
for the Boise Central District Urban Renewal Project Area

Originally Adopted September 1988

Amended August 1990

Amended and Restated

December 1995

Amended and Restated

July 1997

Amended and Restated

February 2004

Additional Amendments

September, 2004

Additional Amendments

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CAPITAL CITY DEVELOPMENT CORPORATION
BOISE, IDAHO

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PUBLIC PARKING MANAGEMENT PLAN

I. PURPOSE

The Public Parking Management Plan is the third of three planning documents prepared on the parking component of the Capital City Development Corporation's ("Agency" or "CCDC") downtown revitalization effort and designed to provide:

- 1) the management policy for the procurement and retention of a professional parking operator,
- 2) the operational context by which parking agreements can be prepared with private developers, and
- 3) the operational policy for parking patrons who will be parking which will be utilizing the parking system.

The Downtown Redevelopment Project Parking Plan (October 1986) was prepared by Barton-Aschman Associates, Inc. to assess parking requirements by land use, appropriately locate necessary facilities, and establish the basic parking policy and management criteria for the new system. This document was significantly altered in February 1987, in response to a planning effort undertaken at that time to address continuing changes in the project area and development proposals. The parking plan was again altered by the 1990 revision to the Development Strategy. In 1995 the Parking Plan was revised to reflect recognition of Overnight/Hotel validation parking use, monthly residential parking use, and certain modifications to General Event Parking.

The Estimated Net Parking Revenues (May, 1990), also prepared by Barton-Aschman, further refines the parking management criteria and projects the net parking revenue of a six-facility system necessary to serve the land uses of the revised downtown redevelopment plan. It provides the necessary parking space inventory to replace on-street and off-street spaces lost to development activity and new demand created by that development.

This Boise Central District Project Area Parking Management Plan governs the parking policies and procedures for the Project Area defined in the Amended and Restated Urban Renewal Plan (the Amended and Restated Plan) for the Boise Central District Urban Renewal Project adopted by the Boise City Council on December 6, 1994, through the approval of Ordinance No. 5997. References throughout this Parking Management Plan to the "Project Area" shall be deemed to include the project area as defined in the Amended and Restated Plan, with the inclusion of the Bannock Parking Garage and the Grove Street Parking Garage, both of which are now part of the Westside Urban Renewal Project Area adopted by the City Council on December 4, 2001, through the approval of Ordinance No. 6108 and the City Centre Garage, a portion of which is within the River Street Myrtle Street Project Area adopted by the City Council on December 6, 1994, through the approval of Ordinance No. 5996.

Disposition and Development Agreements (DDAs), previously executed by the Agency, require the preparation of parking agreements to identify specific parking volumes and operational

requirements necessary to support individual private development projects, e.g., Wells Fargo Center and Boise Centre on The Grove. The Public Parking Management Plan will be used as the basis for preparation of these agreements or implementing agreements already executed.

Under the provisions of Agency Resolution No. 547 authorizing the sale and delivery of Parking System Revenue Bond Anticipation Note, Series 1988, the Agency agreed and covenanted to undertake several activities and operations regarding the Agency parking facilities. These covenants were restated under Resolution No. 601 authorizing the sale and issuance of Parking Revenue and Revenue Allocation Bonds, Series 1990. Resolution 601 has effectively replaced Resolution No. 547. The Agency is required to operate all of its parking facilities as a single system. On November 27, 1995, the CCDC Board approved Resolution No. 696, which authorized the issuance of \$6,500,000 for the Series A Bonds used to construct the Boulevard Garage and \$5,545,000 for the Series B Bonds, used to refund the Series 1990A and Series 1990B Bonds. On July 28, 1999, the CCDC Board approved Resolution No. 797 which authorized the issuance of \$4,105,000 of Bonds used for the current refunding of the Series 1990C Bonds. On October 19, 1998, the CCDC Board approved Resolution No. 775 providing for the issuance of subordinate lien parking system revenue bonds in the amount of \$6,000,000 which proceeds were used for the construction of the City Centre Garage. For purposes of this Parking Management Plan, the term "Resolution" shall mean collectively the several bond resolutions referenced herein, and the term "Outstanding Bonds" shall mean those bonds still outstanding and remaining to be paid under the several bond issues described herein. All of the net revenues of the system, along with revenue allocation proceeds, are pledged for the payment of the Outstanding Bonds. The Resolution further states:

The Agency shall at all times operate or cause to be operated the System properly and in an efficient and economical manner, consistent with good business practices, and shall maintain, preserve, reconstruct and keep the same or cause the same (except for ordinary wear and tear) to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part of parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

The Agency shall at all times charge and collect fees, rents and other charges for the System and shall adjust said fees and charges from time to time so that:

1. Net Revenues will be at least sufficient in each Fiscal Year, together with other pledged revenues, for the payment of the sum of:
 - a. An amount equal to the semiannual payments of Debt Service on the Outstanding Bonds for such Fiscal Year; and
 - b. All other charges or liens whatsoever payable out of revenues of the System during such Fiscal Year.

2. The Net Revenues of the System, together with other Pledged Revenue, shall be at least equal to 1.25 times the Maximum Annual Debt Service.

In addition, as a condition under the Series 1999 Refunding Bonds, CCDC must also meet certain requirements in order to issue any additional parity debt. Those requirements include that Net Parking Revenues must meet at least .70 times the amount required to pay the debt service on the Series 1995 Bonds, the Series 1999 Bonds, and the proposed additional debt.

II. MANAGEMENT ORGANIZATION

A single public entity should own or have operational control over the parking facilities to ensure that they are used at optimum capacity; that they are operated as a system rather than as individual units; and that parking rates are uniformly controlled to reflect market conditions and meet debt service requirements. Initially this entity will be the CCDC, but the system could be transferred to another public agency should circumstances warrant. The CCDC owned all facilities of the system at the commencement of operations on October 1, 1988, of the Capitol Terrace Garage, Bannock Garage, Grove Street, and Ninth Street and has added the Eastman Parking Garage and the City Centre Parking Garage upon completion of the Hotel/Event Center 1997, and the Boulevard Garage.

The Grove Street parking garage is leased by the CCDC to the City of Boise. For the purposes of this plan, reference to the CCDC shall also imply the City insofar as management of the Grove Street garage is concerned.

For purposes of this Parking Management Plan, the term "System" or "Parking System" shall include those parking garages commonly referred to as the Boulevard Garage, the Capitol Terrace Garage, the City Centre Garage, the Eastman Garage, the Grove Street Garage, and the Ninth Street Garage. To the extent any other garage is constructed within the Project Area or is deemed to be serving the Project Area, the terms of this Parking Management Plan shall apply to such facility.

The parking operation and routine maintenance of the system will be provided by a professional parking operations firm that will supply all of the personnel from system manager to individual parking facility managers, attendants and maintenance personnel. The parking facility operator has the primary advantage of retaining only those personnel that are required to operate and maintain the facilities as conditions fluctuate.

Selection of the parking operator will be undertaken on a competitive selection basis through the publication of a Request for Proposal, or RFP. Distribution of the RFP will be sufficient to elicit response from nationally or regionally known operators as well as those currently in the Boise market. Selection criteria will include both quantitative measures (e.g., costs and fees) and qualitative measures (e.g., qualifications and references). It is essential that the operation of the system achieves a high level of public confidence such that downtown employees and visitors, unaccustomed to parking structure use, will be inclined to change their parking habits and park in the garages. The new parking structures have been designed to be "user friendly." The operations should also reflect that goal. Operational emphasis should be given to:

- > Convenience
- > Marketable Rates
- > Security
- > Cleanliness
- > Customer Service

The Operations Contract will reflect the contents of this plan. The selected operator will be expected to enter into a similar but separate agreement with the City for operation of the Grove Street Garage, unless the City and the operator choose to operate the Grove Street Garage itself. CCDC also reserves the right to self-operate the parking facilities.

The term of the Operations Contract will be limited to one (1) year with an option to extend for four (4) additional years under the original terms. The CCDC is under no obligation to exercise the renewal option. The Operations Contract is also governed by applicable Internal Revenue Service regulations (“IRS Regulations”) concerning the term of the contract and the compensation provided to the parking operator.

As the Agency has financed the Eastman Garage, Capitol Terrace Garage, Boulevard Garage, and City Centre Garage with tax-exempt financing, the Operations Contract must comply with IRS Regulations and be approved by Agency Bond Counsel.

The Agency last entered into a Parking Operations Agreement with Republic Parking Northwest effective August 1, 2001. The Agency has elected to renew and extend the terms of the Agreement for successive one year increments through at least September 30, 2005. The Agency may further extend the Agreement for an additional one-year increment through September 30, 2006.

III. OPERATIONS CONTRACT

The parking operator will assume all responsibility associated with operations and routine maintenance of the system. The CCDC’s role will be limited to general property management, contract monitoring, determination of rate adjustments, determination of hours of operation, and extraordinary repair and replacement. Contractor responsibilities can be generally described as follows:

- a. Financial and Accounting System - The operator will develop and implement bookkeeping and accounting functions, as approved by the CCDC, necessary to determine operational costs and revenues, by facility. Revenues will also be accountable by type of parking use, e.g., monthly premium, monthly discount, hourly validated, and overnight validated. Deposits will be made daily to a CCDC account from which operational expenses will be reimbursed monthly. The operator will additionally be responsible for issuance and collection of fines and sale and collection of validation stickers. Provision will be made within the accounting system to track all such functions. The operator will provide written financial/cash policy and procedural guidelines.

- b. Ticket/Contract Sales - The operator will provide for issuance of hourly tickets, event passes, and monthly contracts for all facilities within the system. To ensure public convenience, special attention should be given to sales office location and hours of operation. There will be written policies and procedures for ticket contract sales with a daily reconciliation forwarded to CCDC.
- c. Business and Sales Office - The operator will furnish and maintain a business office at a convenient location within the project area from which ticket/contract sales will be available during normal business hours. The CCDC will provide the shell, core, and utility stub-outs for this purpose. The operator and the CCDC will monitor the functioning of the ticket/contract sales operation in order to determine adequate convenience to the public and will make adjustments as necessary.
- d. Insurance, Indemnity and Bonds - The operator will provide insurance and bonding as required by the CCDC. At a minimum such coverage will include the following general categories:
- > Real and personal property damage;
 - > Indemnification of the CCDC from negligence or omissions of the operator;
 - > Fidelity bonding;
 - > Performance bonding;
 - > Workers Compensation insurance;
 - > Comprehensive general liability insurance;
 - > Garagekeeper's liability insurance;
 - > Robbery and hold-up insurance.

Evidence of such coverage will be provided to the CCDC.

Under the provisions of the Resolution, the CCDC is required to retain an Insurance Consultant who shall review the insurance coverage of the CCDC. The operator will agree to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

The comprehensive or commercial general liability insurance will include broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury including death and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owners' and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.

- e. Utilities - The operator will pay all utility expenses associated with operation of the system including electricity, sewer, water, heat, air-conditioning, telephone, and trash pick-up.
- f. Routine Maintenance and Repair - The operator will be responsible for the day to day maintenance and repair of the system in a manner that insures the safe, attractive, and clean operation of all facilities. Such services shall also include cleaning, snow removal, elevator maintenance, and parking control equipment maintenance. The CCDC will use the "Parking Garage Maintenance Manual" published by the Parking Consultants Council of the National Parking Association as a guide in monitoring the operator's performance.
- g. Security - The operator is responsible for operational security of the system. Special emphasis will be made to ensure appropriate compliance with this provision and the operator and the CCDC will continually monitor security procedures in an effort to identify problem areas and improvements.

The CCDC acknowledges that specific security procedures in any of its garages relative to the nature of certain tenants or users and may require refinements to the security services from time to time as the CCDC enters into parking agreements with specific developers and/or tenants. The operator will agree to implement such changes upon written notification subject to appropriate adjustments to the operations budget and subject to existing agreements.

- h. Promotions and Advertising - Periodically, the operator and the CCDC will undertake promotional efforts to advertise the availability of the system and to increase patronage. The operator may be required to submit a written recommendation concerning such efforts.
- i. Hours of Operation - The operator will operate each facility on days and during hours determined by the CCDC. Hours may be changed from time to time in response to operational refinement of the system and special events provided that any facility whose primary use is overnight validation parking will have 24-hour access. Such hours shall be consistent with the primary use designations of each facility.
- j. Utilization - The Agency and its parking operator shall meet as needed and at least annually with the downtown businesses and other significant users of the parking system to confer in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to its destinations within the Central District Project Area.

IV. OPERATOR PAYMENTS

The contractor for parking operations will be reimbursed monthly for operating expenses plus a management fee and a bookkeeping fee.

- a. Operation Expenses - The operator will submit an annual budget to the CCDC for all operating expenses of the system. Such expenses shall include, but not be limited to:

- > Personnel Costs
- > Operational and Office Supplies
- > Utilities
- > Insurance
- > Equipment Rental and Repair
- > Facility Routine Maintenance and Repair
- > Cleaning and Snow Removal Services
- > Security Services
- > Advertising and Promotional Services
- > Legal, Accounting and Other Professional Services

The CCDC will review and approve the annual budget and will reimburse the contractor monthly from gross parking revenues upon submission of appropriately documented invoices. The operator will be required to comply with CCDC procurement procedures for all material and service needs of the operation. The operator will be expected to maintain a sufficient operating fund or line of credit to cover two months of operation.

- b. Management Fee and Bookkeeping Expenses - The operator will also be entitled to a percentage management fee, based upon net parking revenue.

The percentage will be determined as part of the competitive selection process. Certain system facilities are subject to the 1986 Tax Act provisions which restrict the method in which the management fee is computed. During the initial year of operation of any particular facility, gross revenue from these facilities will be used in the fee computation and thereafter a flat fee will be used.

Refinement of the system operation and parking use may require corresponding changes in the operating budget. The CCDC will consider operational budget adjustments upon submission of a written request of the operator with appropriately documented justification for the costs.

V. PARKING REVENUE AND FINANCING LIMITATIONS

As previously stated, gross system revenue will be deposited daily into an Agency account. Operational costs and the operator's management fee, along with Agency administrative charges associated with the system, will be paid monthly from this account. The remaining revenue will then be deposited in a Parking Revenue Fund established with the State Treasurer's Office (or other depository) from which debt service payments will be made.

Under the terms of the Resolution, a Repair and Replacement Fund has been created by the Agency, which fund is subject to the following provisions:

- a. The Repair and Replacement Fund shall be fully funded in the amount of \$500,000 from monies of the Agency by September 30, 1997;
- b. The Agency shall be under no obligation to deposit any funds in the Repair and Replacement Fund if the total amount therein is \$500,000;
- c. Any excess earnings from the Repair and Replacement Fund shall be funds of the Agency which may be used for any lawful purpose of the Agency; and
- d. Funds drawn from the Repair and Replacement Fund shall be used and expended solely for the repair and replacement of the System and its components, and any funds so withdrawn shall be replaced by the Agency within three (3) years of their withdrawal.

Parking Revenues can be used to fund the Repair and Replacement Fund only after paying the Cost of Operation and Maintenance and all requirements for deposits into the Bond Fund for Debt Service and Debt Service Reserve have been met.

Several of the Agency's Public Parking Facilities have been financed through the issuance of tax-exempt bonds. Revenue from several of the Agency's Public Parking Facilities has been pledged to retire those bonds. The Agency is obligated to operate its parking facilities in such a manner as to not jeopardize the tax-exempt nature of the financing. Subject to the express obligations contained herein, this Parking Management Plan shall not be deemed to limit the Agency's ability to operate its parking facilities in a manner consistent with its obligations relating to such financing. Nothing contained herein shall be deemed to limit the Agency's ability and flexibility to operate the Public Parking Facilities in that manner. The actual allocation, designation, and availability of the parking spaces shall be at the sole and unilateral discretion of the Agency.

VI. PARKING CONTROL EQUIPMENT

The CCDC will install the necessary card readers, ticket spitters, fee calculators, vehicle counters, gate devices and operational signage throughout the system to adequately control facility use and record transactions. At a minimum the equipment should meet the following criteria:

- a. Compatible throughout the system;
- b. Designed to accommodate a multiscard system reading feature;
- c. Automatic fee calculation and record keeping; and
- d. Integrated/networked throughout the system to the extent possible.

The Capitol Terrace, Eastman, Ninth Street, Boulevard, and City Centre garages have been provided the full complement of parking control devices. The CCDC will confer with the operator to determine the necessary and appropriate equipment needs of any new facilities in the system and will install such equipment as quickly as practicable.

Operator personnel should be trained in all aspects of operation and maintenance of the equipment.

VII. PARKING GARAGE SPACE ALLOCATION

The CCDC will allocate system spaces per facility for the following variations in parking use:

- > Monthly Discount
- > Monthly Standard
- > Monthly Premium
- > Short-Term Hourly
- > Short-Term Daily
- > General Event and Prepaid Event
- > Overnight Validation
- > Monthly Residential
- > Night (Off-Hours) Plan.

Not all of these categories may be reflected in the Rate Sheet attached hereto as Attachment B, incorporated herein. Moreover there may be certain circumstances where a rate may be adopted to accommodate unique and special situations.

Facility allocations will be based upon location and surrounding land uses. Attachment A provides a facility by facility description of use. Refinement of these allocations will occur periodically as the system adjusts and over time as land uses change and new facilities are added to the system. Those parking facilities designated as being available for Boise Centre and Bank of America Center event parking will be referred to herein as "General Event Facilities." Events of major impact will also require temporary adjustments to General Event Facilities serving the convention center and The Grove plaza provided, however, that no adjustments will be made to the facilities to be treated as General Event Facilities if to do so would create conflicts with the

primary uses for which they are designated or committed (e.g., Ninth Street Garage monthly office and other long term; and Bannock Garage, monthly discount). Those facilities designated as being available for Prepaid Event Parking will be referred to herein as “Sponsored Event Facilities.” Prepaid Event Parking will be accommodated primarily in the Grove Street, Ninth Street, and City Centre garages because of the primary uses associated with the Eastman and Capitol Terrace garages. No adjustments will be made to the facilities to be treated as Sponsored Event Facilities if to do so would create conflicts with the primary uses for which they are designated or committed.

Any Prepaid Event Parking or General Event Parking needs associated with events at the Boise Centre on the Grove will be accommodated at the City Center Garage.

Regarding stall use within each facility, several industry standards will be used to obtain optimum utilization with maximum cost efficiency:

- A. User Convenience - When possible, transient parkers will be allowed to use the first available space in a facility. This assumes that reserved spaces and designated floor levels for short- and long-term parkers will be avoided. Obviously, special circumstances will require some deviation from this policy, for example, a certain amount of reserved spaces are specified in the Ninth Street Garage by agreement with Wells Fargo Center Associates. Additionally, as garage use intensifies, some floor-level allocations will become necessary to ensure that an adequate amount of retail parking remains available in locations accessible to nearby retail uses, e.g., Capitol Terrace Garage, Eastman Garage. Individual parking facility users will be afforded the opportunity and encouraged to park their automobiles in facilities which are closest to their destinations within the urban renewal area (subject to the policies adopted relative to event parking) in order to promote the efficient and orderly maximum availability of public parking within the Project Area and the purposes of the Urban Renewal Plan. The operator will be required to submit written recommendations as specific needs emerge.
- B. Monthly Parking Use - Contract purchasers for monthly parking will be issued a card that activates gates at specific facilities. The cards are designed to discourage multi-use by one contract purchaser for more than one vehicle at a time. Industry standards suggest contract sales at one hundred twenty percent (120%) of total monthly spaces in each facility. Contract parkers should be guaranteed a space to park any time of the day, and should that facility be full, those parkers will be re-directed to the facility nearest the one for which a pass has been issued. As experience is gained on parking duration and occupancy, this space allocation may be adjusted to accommodate the maximum number of transient parkers while assuring that contract parkers have a space available.
- C. Short-Term Parking Use - Hourly and daily parkers will use ticket spitter machines which activate the access gates. Facilities such as the Capitol Terrace Garage, Eastman Garage, Boulevard Garage, and City Centre Garage designed to

accommodate large volumes of hourly parkers, will contain an attendant booth for payment at the point of egress. Facilities with relatively small volumes of hourly parking may be served with coin box or automated equipment to avoid the necessity of full-time attendants.

- D. Hourly Validation - An hourly validation capability will be provided to accommodate downtown event participants and office visitors. Validation stickers may be purchased at full value by businesses and provided to their clientele. Policies governing the distribution of the stickers to customers will be the responsibility of individual businesses. Once a sticker has been applied to a parking ticket, it will be honored by the parking attendant for an assigned number of hours of free parking. Each additional sticker will increase the number of free hours. Validation stickers will be honored at each of the Agency's Parking facilities, except when such facilities operate as a prepayment event facility.

- E. Overnight/Hotel Validation - In recognition of Hotel facilities within the Project Area, an Overnight/Hotel Rate for overnight or after hour's users, including after hours events, has been established. (The General Event Rate for events taking place during weekday business hours at either the Event Center or Boise Centre is covered under Section G(1).) Overnight/Hotel/after hours use is defined as parking use which primarily occurs after the close of the business day at 5:00 p.m. and ceases prior to the beginning of the business day 8:00 a.m. Monday through Friday. It includes each weekend day, Saturday and Sunday, and most major holidays. It also includes those event activities which are primarily scheduled after 6:00 p.m. on weekdays and anytime on weekends. The Agency anticipates some modification of this definition to accommodate hotel guest patrons who may check out sometime after 8:00 a.m. The Agency and its parking operator will meet regularly with hotel operators within the Urban Renewal Area to best implement this type of use. Scheduling will be designed to facilitate convenient use by overnight parking patrons, to avoid conflict between them and daytime parking patrons in those facilities in which Overnight/Hotel parkers are allowed, and to preclude long-term parking patrons from abusing the overnight system to avoid paying the regular long-term rate. The Agency will determine which facilities will be available for Overnight/Hotel and after hours use. A parking patron who is an overnight patron will have the ability, during each 24-hour period, to exit and enter the garage by using exit and enter passes made available for that purpose by the Agency or the parking operator. Such hotel validation will be available to all lodging establishments in the Boise Central District.

The Agency and its parking operator shall meet frequently with the operators of businesses which generate overnight/afterhours/hotel validations, within the Agency parking system in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to its destinations within the Project Area.

The Overnight/Hotel Rate will be established to generate sufficient revenues to pay for operations expenses for the Boulevard Garage and any incremental expenses in other facilities available for Overnight/Hotel parking. The rate will be reviewed periodically (as often as quarterly, if necessary) with appropriate adjustments made based on historical operational expenses and revenues.

Validation for Overnight/Hotel use will be provided to accommodate downtown Overnight/Hotel customers, users, and hotel guests. Hourly overnight validation stickers may be purchased by businesses and provided to their clientele. The Agency anticipates a slightly different color coding or designation of these validation stickers as opposed to the hourly validation stickers defined in Section D above. Overnight/Hotel Validation will be honored at those parking facilities selected by the Agency to accommodate those users.

- F. Cinema Validation. Three hours of a downtown cinema patron's stay in a DPPS facility will be free (upon presenting parking ticket at cinema box office), with the customer paying full rate for any time after three hours. Specific procedures for implementing this benefit will be established. Cinema operators will be expected to purchase the necessary equipment to implement this program.

- G. General Event Parking - General Event parking during weekday business hours creates randomly occurring large surges of demand within the Agency's parking system. Such surges are disruptive of the orderly operation of the system and can effectively reduce the availability of parking to members of the general public. The Agency, therefore, will manage its system so as to direct and limit the impact of weekday event parking among all of the parking facilities within its system. The Agency will, through the use of signs, maps, advertising and other information and management techniques, direct weekday event parking users and Event Center weekday parking users to parking facilities within its system which are convenient to the convention center and which are able to accommodate convention center event parking on a demand basis. These management techniques will be designed to avoid conflicts with primary uses as designated in other facilities. The event parking plan described below was designed primarily to serve the convention center needs, but with minor modifications could serve any event which would bring people to the downtown core, during regular business hours.
 - a. Staff parking for the Boise Centre on The Grove (Boise Centre) will be provided at the City Centre Garage at market rates and subject to all public at-large restrictions. All other visitors to Boise Centre staff and board meetings will be validated with office validations, in books of 100 stamps each, to be sold at the full validation rate.

- b. Vendor/Promoter Parking - Boise Centre will be including in booking contracts an agreement to validate four cars per day, per event, at the General Event Facilities as may be agreed subject to existing commitments. The validation stamps will be issued to the vendor and accepted two ways.
 - i. The vendor may choose to use the stamps as normal, normal being the redeeming of one stamp per hour for the length of one stay in the facility.
 - ii. An all-day pass is defined as being able to come and go as often as needed. The all-day pass will be assigned to a vehicle, based upon its license plate number. That pass will not be transferable, nor will any stamps or money be refunded if the car does not utilize all ten hours. The all-day pass must be surrendered if the car is not to return to the garage on the day for which the pass is issued.
- c. Boise Centre Attendee Parking -
 - i. The Capitol Terrace, Eastman, Grove Street Garage, and the City Centre Garage have initially been designated as the primary facilities for attendees. 20 hours/day, seven days/week.
 - ii. Although all attendees may use any facility in the parking system as a member of the public at-large (refer to list of facilities, Attachment A), the policy contained in this plan is designed to encourage uses of the General Event Facilities described above and to avoid conflicts with primary uses as designated in other facilities.
 - iii. As needed and arranged 90 days prior to the event, other Public Parking facilities may be made available for use as defined in that certain parking agreement between the Auditorium District and the Agency. These facilities will be made available when the event does not interrupt normal day-to-day operations or violate previous commitments (at the discretion of the contractor).
- d. During high volume events the CCDC and contractor, with input from Boise Centre, will employ appropriate signage as needed to direct attendees toward the General Event Facilities and to avoid conflicts with primary uses as designated in other facilities.
- e. There will be available to the Boise Centre and its clients, five types of payment for parking facility use.
 - i. At-large - Facilities will be available at-large with all established rates being applied.

- ii. Prepaid Through Event Registration - Boise Centre and its promoters, at the contractor's written agreement, may charge its attendees an all-day event charge to park in the parking system. The rate for parking will be established by the CCDC and the contractor, but not-to-exceed normal hourly or daily posted rates. The contractor will supply the passes to be distributed to the attendees, and will have control of passes to Boise Centre. The passes will be sent to attendees in registration packets or distributed at the event prior to attendee removing their vehicle from the facility. Passes will be honored and collected at the General Event Facilities previously agreed upon by the contractor and the Boise Centre. Attendees' vehicles will not be released from garages without pass or payment. All money collected for parking from attendees by Boise Centre must be forwarded to the contractor within fifteen days after the event concludes. The Boise Centre or its clients may not add on any additional handling costs or charge more than agreed upon by the contractor and the CCDC. The CCDC may require full or partial security deposit payment in advance, at its sole discretion.
 - iii. Boise Centre and its clients may negotiate an amount with the CCDC and its contractor based on the number of attendees and car estimations to make available parts of General Event Facilities for the attendees to use at no charge. The Boise Centre may be required to pay to the contractor all or part of the negotiated amount in advance, at the sole discretion of the CCDC and its contractor.
 - iv. The Boise Centre or its client may utilize the optional method of count and bill. The event will stamp or issue a stamp to each attendee to be redeemed at the General Event Facilities. The contractor will accept these stamps as payment from the attendee. The contractor will then account for all parking tickets recovered from the attendees, count, determine amount and bill the Boise Centre or client for each car, based on a pre-negotiated amount. The CCDC or its contractor may require a full or partial deposit payment in advance, at their sole discretion.
 - v. Boise Centre may purchase Hourly Validation stamps at the office rate to distribute to its attendees for business purposes, not for event purposes, subject to rules and restrictions for all purchasers of CCDC validation stamps. These stamps can be redeemed at all attended parking system facilities.
 - vi. For after hours events, Boise Centre may purchase Overnight/Hotel Validation stamps at the rate established.
- f. The operator will have assigned, at its discretion, a supervisor for all large events to monitor space availability in each facility and notify each facility as it fills where to direct attendees to the closest available General Event

Facility. Space availability will be monitored by the contractor and will be adjusted based on traffic and volume of cars.

- g. Many of the principles described herein for the Boise Centre may apply to the Bank of America Center weekday events during regular business hours, though the Boulevard Garage may provide the parking availability to the extent not in conflict with the primary users identified for that facility.

G1. Prepaid Event Parking - With the construction of the Hotel/Event Center Project, the increased use of the Boise Centre on the Grove (and its proposed and planned expansion space) for regular events, and other regularly scheduled events held within the Project Area at other meeting sites within the Project Area sponsored by specific entities, the Agency anticipates a Prepaid Event Parking Rate will be established for sponsored events. Prepaid Event use is defined as parking use which primarily occurs after the close of the business day at 5:00 p.m. and continues for a relatively short period of time through the completion of an event that is held on a regular periodic basis (e.g., hockey games, tennis matches, regular monthly meetings of civic and other organizations within the Hotel, Event Center, or the Boise Centre on the Grove). It includes each weekend day, all day Saturday and Sunday, and most major holidays. It includes those activities that are primarily scheduled on a regular periodic basis scheduled after 6:00 p.m. on weekdays and anytime on weekends. The Agency anticipates some modification of this definition to accommodate users who may desire a longer period of time for parking than the conclusion of the actual event. The Agency and the parking operator will meet regularly with those event sponsors who regularly hold events within the Project Area to best implement this type of use. Scheduling will be designed to facilitate convenient use by sponsored event patrons to avoid conflict between them and daytime parking patrons, Overnight/Hotel patrons, and event patrons who may use those facilities that have been designated for Prepaid Event Parking.

The Agency will determine which facilities will be available for Prepaid Event Parking, but initially, those facilities earmarked for this use will be the Grove Street Garage, the Ninth Street Garage and the City Centre Garage, subject to the rights and privileges of the other entities participating in the financing and use of that facility, including GBAD, retail users, and other public access users.

The Prepaid Event Parking use contemplates a formal written agreement between the event sponsor and the Agency and/or the Parking Operator. The agreement will identify the periodic nature and need for the sponsored event, the number of parking spaces requested by the event sponsor, the date, time, and place of the event. The Parking Operator (in conjunction with the sponsor) will be expected to include within the activity documentation the appropriate pass, card, or other like identification which will denote the type of event the patron is attending, the sponsor, and the length of time for the particular event or season. For example,

should the Event Center hockey franchisee take advantage of this system, the hockey club after consultation with the Parking Operator would be authorized to issue its season ticket holders an appropriate pass that would allow those holders of the pass to park in those facilities identified for such use by the Agency for those nights when hockey games are played and for the duration of the hockey season. The Parking Agreement will also delineate the rate to be paid by the event sponsor and the ability of the event sponsor to add a handling charge (not to exceed ten percent (10%) of the prepaid event rate) to the parking pass cost beyond the amount charged by the Agency. A sample agreement is attached as an exhibit to the Parking Management Plan. The Agency and its parking operator shall meet frequently with the sponsors of such events within the Agency parking system to confer in order to provide the maximum utilization of the system so as to maximize the opportunity of the general public to park in convenient proximity to destinations within the Project Area.

The Prepaid Event Rate will be established to generate sufficient revenues to pay for the operational expense of the program and any additional incremental expenses experienced by the Agency and/or the Parking Operator. The Agency anticipates that with the implementation of the Prepaid Event Parking additional personnel costs will be incurred to provide for appropriate monitoring and enforcement. The rate will be between \$2.00 and \$6.00 per event, depending upon parking location, time of event, intensity of use, etc. The event amount will be determined based upon the negotiations with the sponsor, the facility used, and the type and frequency of the event. The overall cost to the sponsor will be included within the Parking Agreement. The rate will be reviewed periodically with appropriate adjustments made based on historical operation expenses and revenues.

Prepaid Event use will be provided to accommodate downtown event sponsors who schedule periodic events within the Project Area or the River Street/Myrtle Street Redevelopment Area. Subject to the execution of the agreement between the Agency and the sponsor, such Prepaid Event Parking passes may be purchased by any sponsor and distributed to the sponsor's clientele. The Agency anticipates some type of different pass or card coding or designation as opposed to other validation coupons used for Overnight/Hotel Validation, hourly validation and Event parking. The parking patron shall be expected to display the permit at all times while parking during sponsored events. Failure to display the permit will result in enforcement action by the Parking Operator.

The Prepaid Event Parking passes will be honored at those parking facilities selected by the Agency to accommodate those users. In the event the facilities designated by the Agency are unable to accommodate the parking pass users, then the parking pass will be honored in any other parking facility of the Agency which is operational at that time. The prepaid parking event pass for evenings will be valid from 6:00 p.m. until facility closure. The prepaid parking event pass for weekend days will be valid from one hour prior to the event for a maximum of

five (5) hours. The Agency/ Parking Operator/Sponsor will use their best efforts to accommodate space within the facilities designated by the Agency/Parking Operator for said use. However, the availability of such space shall expire after a certain period of time after the event has started. After that point, the pass will be honored only to the extent space is available within other facilities then in operation. Reserved parking spaces cannot be guaranteed.

- G2. Event Parking Plan - The Agency's Parking Operator has drafted and will implement an Event Parking Plan which addresses parking needs and systems for certain events which will be held in the Centre on the Grove, the Bank of America Center, and other general meeting places. A copy of this Event Parking Plan is attached hereto and incorporated herein as Attachment C. This above-referenced Event Parking Plan is a general implementation plan for event parking in the Boise downtown area. The Agency anticipates that this implementation plan will be modified as circumstances warrant. Any change to that implementation document will require Agency approval but will not require formal amendment to this Parking Management Plan unless the implementation plan is in conflict with this Parking Management Plan. The implementation plan is illustrative and does not constitute specific portions of this Parking Management Plan. In the event of any conflict between this Parking Management Plan and the implementation plan, the provisions of this Parking Management Plan shall control.

Certain portions of the Event Parking Plan address private parking facilities or lots not under the control or jurisdiction of the Agency. While the Agency encourages compliance with the Event Parking Plan, nothing therein and nothing herein shall be deemed to require compliance by those other entities.

The overall purpose and intent of the Event Parking Plan as indicated therein is as follows:

1. INTRODUCTION/BACKGROUND

The purpose of this plan is to describe how event parking will be provided in downtown Boise from request to implementation. It is the goal of this plan to fairly and efficiently administer event parking requests and effectively plan, staff and implement event parking. This is an overall parking operations plan for events at the Boise Centre on the Grove, the Bank of America Centre and all other events taking place in the downtown area.

In July of 1996, the Greater Downtown Boise Parking Study was completed by Portland transportation planning consultant, Kittelson and Associates. The Study recommends that a special event parking plan with a guide signing system be developed to direct participants to designated public facilities. The plan would be submitted to an Event Commission if a Special Events

Ordinance is passed in Boise. Since there is no Events Ordinance in place at present, the plans (event schedule and related information) would be submitted to the operator of the downtown Public Parking System. Notifications of the event could be made available to property owners and others affected by the event.

In addition to the Public Parking System's event parking services, there are a large number of on-street and privately owned/managed parking areas that could be made available during special events downtown. Included in this plan is a description of how all facilities, public and private, could be coordinated to handle multiple-event situations.

- H. Residential Parking - Under the provisions of a Parking Agreement with the developer of the Capitol Plaza Condominiums, the Agency has agreed to designate 32 parking spaces on Level Five of the Capitol Terrace Garage for use by the owners/guests of the Capitol Plaza Residential Condominiums. These 32 spaces will be leased in one block to the Capitol Plaza Condominium Association. The Association will be responsible for the payment of the monthly rental to the parking operator. The rate for these 32 spaces will be 115 percent of the Monthly Parking Use Rate as described in Section VII B. of this Parking Management Plan.

The Agency has entered into a similar Parking Agreement with the developer of the condominium units located within the Grove Hotel. The Agency will agree to designate not more than ten percent of the parking spaces (as determined by the final as-built parking garage plans) within the Block 22 parking garage for use by the owners/guests of the Hotel Residential Condominiums. These parking spaces will be leased in one block to the Hotel Residential Condominium Association. The Association will be responsible for the payment of monthly rental to the parking operator. The rate for these spaces will be 115 percent of the Monthly Parking Use Rate as described in Section VII B of this Parking Management Plan.

- I. Parking Allocation - Through a series of development agreements with redevelopers within the Project Area, the Agency has obtained compliance with the parking requirements and objectives as outlined in the Urban Renewal Plan and this Parking Management Plan. Under those agreements developers have provided a capital contribution for long-term office parking. The payment of such parking contribution does not guarantee a space within a particular facility or relieve the user of the parking space to comply with the Agency's parking provisions and parking rates. Rather the capital contribution allocates or apportions certain parking uses within the Agency's parking facilities. Likewise, the Agency has entered into certain parking agreements on a reserved basis for residential parking and, in the case of the Ninth Street Garage, certain spaces paid for directly by the developer. Those agreements also impact the ability to revise

the facilities program for each facility without complying with the terms of those agreements.

- J. Monthly Parking Waiting List – This policy is to ensure the effective administration of waiting lists should there be no available monthly parking options in a given parking garage which a customer may choose to parking in.

The parking office will maintain a waiting list on a first come, first served basis, by garage. Contact information such as name, phone number, and email address will be collected on each customer for the waiting list.

If a customer wishes to purchase monthly parking in a garage which has no monthly parking available, they will be offered to be put onto the waiting list for that garage. They may choose to purchase monthly parking at a parking facility which has available monthly parking and still be put onto a waiting list for the garage of their choice.

As parking becomes available, customers on the waiting list will be contacted based on the first come, first served basis of the waiting list.

A customer will have three business days to responds to email or telephone notification of the available parking stall. If the customer does not respond to the notification within three (3) business days, the customer will be dropped from the waiting list. If the customer responds to the notice and wishes to remain on the waiting list for any reason, they will be moved to the bottom of the waiting list at that time.

VIII. PARKING RATES

Rate adjustments will be considered periodically by the CCDC. The operator and the CCDC shall attempt to limit consideration of rate adjustments to an identified annual date in an effort to provide users advance notification. The operator will be requested to submit a written recommendation on rate adjustments prior to CCDC consideration. Other refinements will be required from time to time as the market responds to changes in parking inventory. As of March 2004, absent exceptional circumstances, the rates adopted by CCDC in March 2004 shall remain in effect for four (4) years. Current rates for the System facilities are identified in Attachment B.

IX. PROMOTIONS

The CCDC and the selected parking operator will jointly conduct promotions to advertise the system, to induce the parking public to test the System's accessibility and encourage parking facility use. This effort will also introduce new garages to the public and begin the education process necessary to move from on-street to off-street parking in the Project Area.

X. DESCRIPTION OF FACILITIES

March 2014, the Central District System (including the Myrtle Street Garage) includes six facilities. Attachment A contains a description of each facility and identifies anticipated space allocation and special conditions of operation.

XII. AMENDMENTS

Amendments to this Parking Management Plan which constitute policy changes, such as the elimination of certain parking programs or the addition, for example, of Prepaid Event Parking, shall require formal amendment to the Parking Management Plan. Such amendments shall be accomplished by the Agency providing at least thirty (30) days' notice allowing for input and comment from any interested parties. General hours of operation and rate changes shall not be deemed a formal amendment to the Parking Management Plan. The Agency shall also comply with any contractual obligation concerning amendments which result in a facility operations change.

Rate changes shall be accomplished by advising all users of a notice of rate change and providing opportunity for input and comment, though not necessarily a formally advertised public hearing.

**ATTACHMENT A-1
FACILITIES OPERATIONS PROGRAM**

Name of Facility

Capitol Terrace Parking Garage, 770 Main Street

Physical Description

- \$ Five parking decks with ground level retail
- \$ 495 Parking Stalls
- \$ Constructed 1988
- \$ Two elevator and stairwell cores with access to Idaho and Main Streets
- \$ Second level access to adjacent Capitol Terrace retail development
- \$ Fourth and Fifth Level access to adjacent Capitol Plaza

Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Monthly	207
Residential, Monthly	33
Visitors, Hourly/Daily	255
Total	495

Hours of Operation

Twenty-four hours daily

Special Requirements

1. Validated tickets to be honored at pay station.
2. All monthly parking stalls to be leased on a month-by-month basis in compliance with any applicable rules associated with tax-exempt financing of facility.

**ATTACHMENT A-2
FACILITIES OPERATIONS PROGRAM**

Name of Facility

Eastman Parking Garage, 866 Main St.

Physical Description

- Four parking decks with ground level retail and drive-in bank
- 386 Parking Stalls
- Constructed 1990
- Two elevator and stairwell cores with access to Idaho and Main Streets
- Second level access to adjacent Alexander and Broadbent Buildings
- Second, third, fourth, and fifth level access to Eighth and Main Building

Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Monthly	275
Visitors, Hourly	111
Total	386

General Hours of Operation

Twenty-four hours daily

Special Requirements

1. Validated tickets to be honored at pay station
2. All monthly parking stalls to be leased on a month-by-month basis in compliance with any applicable rules associated with tax-exempt financing of facility.

**ATTACHMENT A-3
FACILITIES OPERATIONS PROGRAM**

Name of Facility

Grove Street Parking Garage, 234 South Tenth Street

Physical Description

- \$ Six parking decks including ground floor
- \$ 543 parking stalls
- \$ Construction 1976
- \$ One elevator and two stairwells

Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Monthly	435
Reserved Hotel	58
Visitors, Hourly	50
Total	543

Hours of Operation

Twenty-four hours daily

Special Requirements

1. Validated tickets to be honored at pay station.
2. Fifty-eight (58) long-term monthly stalls committed to Hotel 43. All remaining monthly parking stalls to be leased month-by-month or longer term.
3. 104 rooftop spaces offered at discount rate.

**ATTACHMENT A-4
FACILITIES OPERATIONS PROGRAM**

Name of Facility

City Centre Garage (formerly Foster's Lot), 312 S. Ninth Street

Physical Description

- § Eight (8) parking decks including ground floor, 584 parking stalls
- § Constructed 1999
- § Elevators (2); stair towers (2)

Parking Use Distribution and Rates

<u>Use</u>	<u>Distribution</u>
Monthly	309
Visitors, Hourly	275
Total	584

Hours of Operation

Twenty-four hours daily

Special Requirements

1. All monthly parking stalls to be leased month-by-month.
2. Special call provisions by GBAD for 275 lower level spaces, w/advance notice.
3. All monthly parking stalls to be leased on a month-by-month basis in compliance with any applicable rules associated with tax-exempt financing of facility.

ATTACHMENT A-5

FACILITIES OPERATIONS PROGRAM

Name of Facility

Boulevard Garage, 245 S. Capitol Boulevard

Physical Description

- \$ One level underground
- \$ 216 parking stalls
- \$ Constructed Fall 1997
- \$ Elevator and stairwell with shared access to the Hotel/Event Center facility

Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Hotel Reserved	99
Daily	87
Monthly	30
Total	216

Hours of Operation

Twenty-four hours daily

Special Requirements

1. Overnight/Hotel validated stickers honored at pay station.
2. All monthly parking stalls to be leased on a month-by-month basis in compliance with any applicable rules associated with tax-exempt financing of facility.

ATTACHMENT A-6

FACILITIES OPERATIONS PROGRAM

Name of Facility

Myrtle Street Garage, 789 W. Broad Street

Physical Description

- Four decks, five levels of parking including surface
- 343 total spaces
- Constructed in 2006
- One elevator on Broad Street side. Two stairwells, one on Broad Street and one on Myrtle Street.

Approximate Parking Use Distribution

<u>Use</u>	<u>Distribution</u>
Hotel Reserved	12
Monthly	181
Transient	150
Total	343

Hours of Operation

Twenty-four hours daily

Special Requirements

1. Validated tickets to be honored at pay station.
2. All monthly parking stalls to be leased on a month-by-month basis in compliance with any applicable rules associated with tax-exempt financing of facility.
3. The Hampton Inn & Suites may call/reserve up to 144 stalls to ensure capacity for hotel guests.

**ATTACHMENT B
PARKING RATES**

<u>Category</u>	<u>Current Rate</u>
First Hour	FREE
Transient (hourly)	\$2.50/hr. (\$12 max.)
Eastman Monthly	\$100
Capitol Terrace Monthly	\$100
Capitol Terrace Reserved	\$135
City Centre Monthly	\$100
City Centre Reserved	\$135
Civic Plaza Monthly	\$100
Boulevard Monthly	\$100
Boulevard Reserved	\$135
Boulevard Tandem	\$62
Grove Monthly	\$100
Grove Monthly Rooftop	\$85
Myrtle Street Monthly	\$100
Myrtle Street Reserved	\$135
Office Validation	\$250 (100/book)
All Day Scrip	\$12 each
BUS Val Combo	\$48
Park One-Day Plan	\$20
Park Three-Day Plan	\$30
Event Parking	Up to \$12/event
Night Plan	\$48
Hotel Self Parking	\$5.70
Hotel Valet	\$2.85 (per card use)