

BY THE COUNCIL:

BISTERFELDT, CLEGG, EBERLE, JORDAN,  
MAPP, AND SHEALY

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING REGARDING PARKING METERS AND ENFORCEMENT ON NORTH 8<sup>TH</sup> STREET BETWEEN THE CITY OF BOISE AND CAPITAL CITY DEVELOPMENT CORPORATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:**

Section 1. That the Memorandum of Understanding by and between the city of Boise City and Capital City Development Corporation, a copy of said Agreement is marked Exhibit "A" attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise City, Idaho, this 3rd day of February, 2004.

APPROVED by the Mayor of the City of Boise City, this 3rd day of February, 2004.

ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR

**NORTH 8th STREET  
PARKING METERS & ENFORCEMENT  
MEMORANDUM OF UNDERSTANDING  
February, 2004**

The undersigned certifies that he is the Executive Director, with full authority to act on behalf of the Capital City Development Corporation (hereinafter "CCDC"), a duly recognized public body, corporate and politic, organized pursuant to Idaho Code Chapter 20, Title 50, and fully vested with all powers granted to it therein.

CCDC owns, or has certain access rights to, that certain real property and improvements located on both sides of North Eighth Street, Downtown Boise, Idaho, extending from Bannock Street to Main Street (hereinafter referred to as "8th Street").

**AUTHORIZATION:**

CCDC specifically authorizes, as its agent, any duly recognized Boise Parking Enforcement, Police or Fire Department Officer to monitor and enforce applicable City and CCDC parking regulations along 8th Street. This includes parking meter enforcement on the east side of 8th Street and Fire Lane enforcement on the west side of 8th Street.

City shall enforce the fire lane and meter parking similar to the City's existing standards for fire lane violations and meter violations. Such enforcement shall include any delivery vehicle violations of the parking meters or the fire lane. Deliveries shall comply with the City standards for deliveries and use of City streets or alleys for such activity. City and CCDC shall cooperate and assist in the closure of 8th Street for purposes allowed by CCDC through appropriate agreement or license. CCDC, or its licensee, shall advise City of such closure and City shall

assist in any enforcement of such closure. Such enforcement may include by way of example, enforcement of the No Parking requirements during the Farmers Market. City and CCDC shall also cooperate and reach agreement on any necessary signage concerning parking along 8th Street.

**FINANCIAL:**

Boise City, at its costs, agrees to install meters, stripe parking stalls and create and install signage for the Fire Lane side of 8th Street, consisting of the west side of 8th Street. CCDC, at its cost, will have the Fire Lane curb striped and stenciled.

Boise City will retain all revenues generated from the meters for the first six months of operation. After the first six months of operation, coin revenues will be split equally between Boise City and CCDC. Boise City will provide quarterly financial reports showing the revenues generated from the 8th Street revenues. In consideration for Boise City's monitoring parking activity, Boise City is entitled to all proceeds from the issuance of violations for improper parking on either side of 8th Street.

**WAIVER:**

The Executive Director of CCDC hereby waives on behalf of its members (including corporate members, partners, and associates), and himself individually (including heirs and assigns), any and all claims against the City of Boise, its Parking Enforcement Department, or its employees for damages caused by the acts or omissions of the officers upon 8th Street under the authority granted herein.

**OWNER'S DUTY:**

By the signature of the Executive Director of CCDC below, we acknowledge that we have the duty to report to the Parking Director, via certified mail, return receipt requested, any change in ownership of 8th Street described herein or access rights of CCD thereto. Such notification shall be submitted immediately upon execution or recordation of the transfer, sale or conveyance of ownership interest.

**ADVICE OF ATTORNEY:**

The Board Members of CCDC, by the signature of the Executive Director of CCDC below, hereby acknowledge that we have been advised by Ryan Armbruster of the law firm of Elam & Burke, prior to executing this document.

**TERM:**

This Memorandum of Understanding shall be effective upon signature of the City of Boise and shall remain in effect for a period of three (3) years. City and CCDC shall review and monitor the 8th Street parking issues annually in the first quarter of each fiscal year to consider any necessary revisions or modifications to this Memorandum of Understanding or the implementation of this Memorandum of Understanding at any time after one year from the effective date of this Memorandum of Understanding. Either City or CCDC shall have the right to terminate this Memorandum of Understanding by providing the other party with six (6) months notice of its intent to terminate.

DATED This 12<sup>th</sup> day of January, 2004.

CAPITAL CITY DEVELOPMENT CORPORATION



By: Phil Kushlan  
Its: Executive Director

DATED This 3rd day of February, 2004.

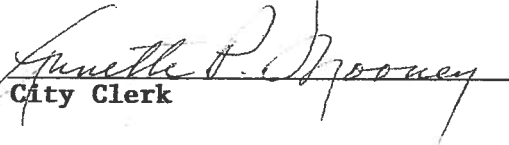
CITY OF BOISE CITY



By: David H. Bieter  
Its: Mayor



Attest:



Lynette P. Mooney  
City Clerk