



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Special Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
July 11, 2018 11:45 a.m.
Call-In Meeting

A G E N D A

- I. **CALL TO ORDER** Chair Zuckerman
- II. **AGENDA CHANGES/ADDITIONS** Chair Zuckerman
- III. **ACTION ITEM**
 - A. **CONSIDER: Resolution #1557 – Capitol & Main Parking Garage Painting – Approval of Type 4 Participation Agreement with Hawkins Companies (5 minutes)** Ben Houpt
- IV. **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).

RESOLUTION NO. 1557

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 PARTICIPATION AGREEMENT FOR PAINTING OF THE CAPITOL & MAIN PARKING GARAGE, BY AND BETWEEN THE AGENCY AND GRHH CAPITOL TERRACE LLC AND HC CAPITOL TERRACE LLC; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), 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, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, GRHH Capitol Terrace LLC and HC Capitol Terrace LLC (the "Developer") owns certain real property addressed as 100 North 8th Street, Boise, Idaho, more commonly known as Capitol Terrace. Developer is undertaking a renovation of the Capitol Terrace ("Main + Marketplace Project") and has initiated the Main + Marketplace improvement plans in FY2018, including such enhancements as painting and awnings; and,

WHEREAS, the Agency owns the Capitol & Main Parking Garage and has allocated certain FY2018 funds for improvements to the garage (the "Painting Project"); and,

WHEREAS, the Agency's Capitol & Main Parking Garage and Developer's property are adjacent and connected physically, forming the Capitol Terrace Condominiums; and,

WHEREAS, the Agency has determined it is in the best interest of the public to coordinate the Painting Project as part of the Main + Marketplace Project by utilizing its Participation Program which includes the Type 4 – Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Type 4 Agreement and to authorize the Executive Director to execute same.

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

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

Section 2: That the Type 4 Agreement, 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 enter into the Type 4 Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the July 11, 2018, Agency Special Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 11, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
David H. Bieter, Secretary

ATTACHMENT 1

RESOLUTION NO. 1557

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 PARTICIPATION AGREEMENT FOR PAINTING OF THE CAPITOL & MAIN PARKING GARAGE, BY AND BETWEEN THE AGENCY AND GRHH CAPITOL TERRACE LLC AND HC CAPITOL TERRACE LLC; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), 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, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, GRHH Capitol Terrace LLC and HC Capitol Terrace LLC (the "Developer") owns certain real property addressed as 100 North 8th Street, Boise, Idaho, more commonly known as Capitol Terrace. Developer is undertaking a renovation of the Capitol Terrace ("Main + Marketplace Project") and has initiated the Main + Marketplace improvement plans in FY2018, including such enhancements as painting and awnings; and,

WHEREAS, the Agency owns the Capitol & Main Parking Garage and has allocated certain FY2018 funds for improvements to the garage (the "Painting Project"); and,

WHEREAS, the Agency's Capitol & Main Parking Garage and Developer's property are adjacent and connected physically, forming the Capitol Terrace Condominiums; and,

WHEREAS, the Agency has determined it is in the best interest of the public to coordinate the Painting Project as part of the Main + Marketplace Project by utilizing its Participation Program which includes the Type 4 – Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Type 4 Agreement and to authorize the Executive Director to execute same.

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

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

Section 2: That the Type 4 Agreement, 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 enter into the Type 4 Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the July 9, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on July 9, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on July 11, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
David H. Bieter, Secretary

ATTACHMENT 2

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

GRHH CAPITOL TERRACE LLC AND HC CAPITOL TERRACE LLC

CAPITOL TERRACE PAINTING PROJECT

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“CCDC”) and GRHH Capitol Terrace LLC and HC Capitol Terrace LLC, both Idaho limited liability companies (“Developer”). CCDC and Developer may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. CCDC owns or controls certain real property addressed as 770 West Main Street, Boise, Idaho, and more commonly known as the Capitol & Main Parking Garage (the “Project Site”) which is depicted on attached Exhibit A. CCDC has allocated certain FY2018 funds for improvements to its Capitol & Main Garage (the “Painting Project”).

B. Developer owns certain real property addressed as 100 North 8th Street, Boise, Idaho, more commonly known as Capitol Terrace. Developer is undertaking a renovation of the Capitol Terrace (“Main + Marketplace Project”). Developer initiated the Main + Marketplace improvement plans in FY2018, including such enhancements as painting and awnings. Developer hired CTA Architects Engineers to prepare the necessary Design Review and bid packages for the project.

C. CCDC’s property and Developer’s property are adjacent and connected physically, forming the Capitol Terrace Condominiums. The Painting Project and Main + Marketplace Project are located in the Central Urban Renewal District (“Central District”) and will contribute to enhancing and revitalizing the Central District.

D. CCDC has determined it is in the best interest of the public to coordinate the Painting Project as part of the Main + Marketplace Project by utilizing its Participation Program which includes the Type 4 – Capital Improvement Program under which CCDC initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies.

F. CCDC and Developer have determined that it is in the public interest to enter into the Agreement whereby Developer will paint the Capitol & Main Parking Garage during the Main + Marketplace Project and the Agency will reimburse the Developer for the cost of the work performed by the Developer’s contractor on the Capitol & Main Parking Garage, as detailed in this Agreement, to achieve the objectives set forth in the Central District Plan and in accordance with CCDC’s Participation Program.

AGREEMENTS

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:

1. **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.

2. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until the earlier occurrence of: 1.) performance and completion by each of the two Parties of all obligations; or 2.) September 30th, 2018, provided that if Developer has completed the Painting Project before September 30, 2018, CCDC’s reimbursement obligations shall survive the Term of this Agreement.

3. **Extension.** [Deleted]

4. **Construction of the Capitol & Main Parking Garage Painting Project.**
Developer agrees to perform the Painting Project consistent with the following:

- a. The Capitol & Main Parking Garage Painting Project shall be performed in accordance with the overall Boise City infrastructure plans, policies, and design standards and with the applicable portions of the Boise City Code.
- b. Developer shall schedule regular construction inspections and a final inspection meeting with CCDC to ensure that the Capitol & Main Parking Garage Painting is performed pursuant to this Agreement.

The Parties agree that the Painting Project is depicted and described on Exhibit B, with cost details described on Exhibit C. Any other public improvements that are constructed by Developer as part of the Main + Marketplace Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 5 of this Agreement.

5. **Construction Funding.** The total amount to be paid by CCDC to Developer under this Agreement shall not exceed **TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED SIXTY-ONE and 4/100 DOLLARS (\$214,461.04)**. Developer shall pay for all of the costs of performing the Painting Project with any reimbursement payments to Developer by CCDC made pursuant to Section 8. The Parties acknowledge that the Schedule of Eligible Costs attached as Exhibit C is an estimate by Developer’s general contractor and that actual total costs, as well as each line item of cost, may be less than is shown on Exhibit C.

6. **Review of Construction Plans.** Upon CCDC’s request, CCDC shall have the right and the opportunity to review Developer’s construction plans, budgets, and bids for the “Eligible Costs”). Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Painting Project is performed consistent with the Construction Documents and are undertaken in a reasonable manner.

7. **Notification of Completion; Inspection.** Upon completion of construction, Developer shall notify CCDC in writing and request a final inspection meeting with CCDC to determine if the Painting Project meets the requirements of this Agreement. CCDC shall provide Developer with written confirmation that the Painting Project has been completed in compliance with this Agreement.

8. **Determining Actual Eligible Costs.** Developer is responsible for submitting lien waivers, invoices and receipts for work performed as part of the Painting Project (“Cost

Documentation”) within thirty (30) days of completion of the Painting Project. Cost Documentation shall include the following:

- a. Schedule of values with individual line items for the Painting Project approved by CCDC for reimbursement so those improvements are identifiable separate from other line items (“Schedule of Values”).
- b. Invoices from Developer or Developer’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item. Invoices shall specify quantities and unit costs of materials.
- c. Explanation of any significant deviation between the initial cost estimates in Exhibit C and the actual costs in the Cost Documentation.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Developer to CCDC prior to construction. In the event Developer fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Developer with written notice of such default. Developer shall have thirty (30) days from such written notice to cure the default. In the event Developer fails to cure such a default, CCDC’s payment obligations under this Agreement may be terminated in CCDC’s sole discretion.

Within thirty (30) days of CCDC’s receipt of the Cost Documentation, CCDC will notify Developer in writing of CCDC’s acceptance or rejection of the Cost Documentation and CCDC’s determination of the “Actual Eligible Costs” to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Schedule of Eligible Costs. In no event will the Actual Eligible Costs exceed the amount set forth on the Schedule of Eligible Costs.

If Developer disagrees with CCDC’s calculation of the Actual Eligible Costs, Developer must respond to CCDC in writing within three (3) days explaining why Developer believes CCDC’s calculation was in error and providing any evidence to support any such contentions Developer wants CCDC to consider. CCDC shall respond to Developer within three (3) days with a revised amount for the Actual Eligible Costs or with notification to Developer that CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

CCDC’s determination of the Actual Eligible Costs is within its reasonable discretion.

9. Conditions Precedent to CCDC’s Payment Obligation. CCDC agrees to reimburse Developer in the amount as determined in compliance with Paragraphs 7 and 8 no later than ninety (90) days after completion of all of the following:

- a. CCDC gives written confirmation to Developer that the Painting Project has been completed in compliance with this Agreement.

- b. Developer provides lien waivers or other acceptable proof of payment to all contractors, subcontractors or material suppliers that provided services or materials in the performance of the Painting Project.

Failure to comply with all Agreement provisions after notice and an opportunity to cure pursuant to Section 11 below, shall be a basis for termination of CCDC's reimbursement obligation.

10. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders, which CCDC shall obtain prior to commencement of the Painting Project.

11. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- c. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- d. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- e. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- f. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- g. In the event Developer defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished by CCDC in its discretion.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

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

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

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

If to Developer: Bryan C. Vaughn, Development Partner
Hawkins Companies
855 Broad St, Suite 300
Boise, Idaho 83702
bvaughn@hcollc.com

If to CCDC: Benjamin Houpt, Property Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702
[bhaupt@ccdcb Boise.com](mailto:bhoupt@ccdcb Boise.com)

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

14. **Applicable Law; Attorneys Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. **Indemnification.** Developer shall indemnify, defend, and hold harmless CCDC and its respective officers, agents, and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction, completion, and performance of the Painting Project. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Developer, upon written notice from CCDC, shall, at Developer's expense, resist or defend such action or proceeding. Developer's obligation under this Section 15 shall survive the termination, cancellation, and expiration of this Agreement.

16. Insurance Requirements. Developer shall, or through its contractor, agents, representatives, employees, or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction of the Painting Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Developer, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as an additional insured.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Painting Project.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in this Agreement.

17. **Antidiscrimination during Construction.** Developer, for itself and its successors and assigns, agrees that in the construction of the improvements on the Project Site provided for in this Agreement, Developer will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

18. **Promotion of Project.** Either Party may promote the Painting Project and its involvement in the project, including the placement of reasonable signage at or near the Project Site and inclusion of information on websites.

20. **Warranty.** Developer warrants that the materials and workmanship employed in the construction of the Painting Project are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after completion of the Painting Project, being the date CCDC acknowledged the completion of the Painting Project. Developer shall transfer any paint manufacturer warranties to CCDC upon completion of the Painting Project. Provided, nothing herein shall limit the time within which CCDC may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement.

21. **Dispute Resolution.** In the event that a dispute arises between CCDC and Developer regarding the 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 agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

23. **Amendments to this Agreement.** CCDC and Developer agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

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

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

FOR CCDC:


Urban Renewal Agency of Boise City
a/k/a Capital City Development Corporation

John Brunelle, Executive Director

Date: _____

DEVELOPER:

GRHH Capitol Terrace LLC
By: GRH Management LLC
Its: Manager



Gary R. Hawkins, Manager

Date 7-6-18

HC Capitol Terrace LLC
By: GRH Management LLC
Its: Manager



Gary R. Hawkins, Manager

Date 7-6-18

Exhibits:

- A: Project Site Map
- B: Painting Project – Paint Specifications
- C: Schedule of Eligible Costs

Budget Info / For Office Use	
Fund / Account	301-6250: \$35,000
Fund / Account	401-6125: \$179,461
Activity Code	18092
PO #	180112
Contract Term	September 30, 2018

Exhibit A

Project Site Map



Exhibit B

Painting Project – Paint Specifications





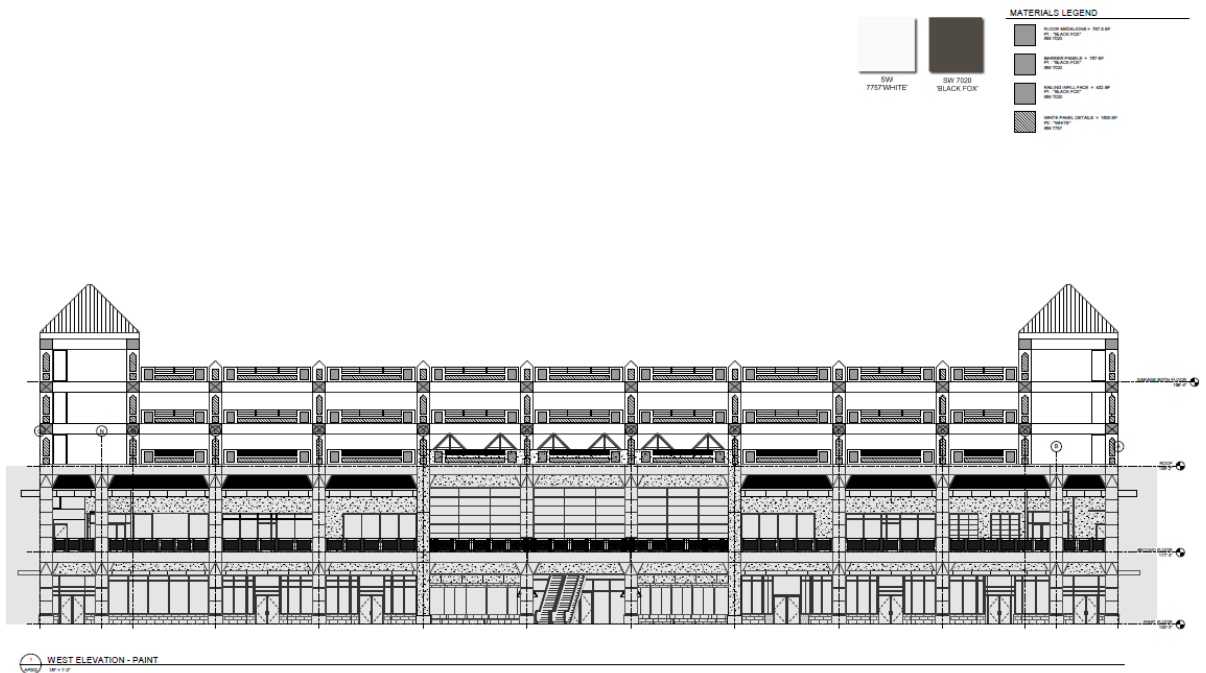
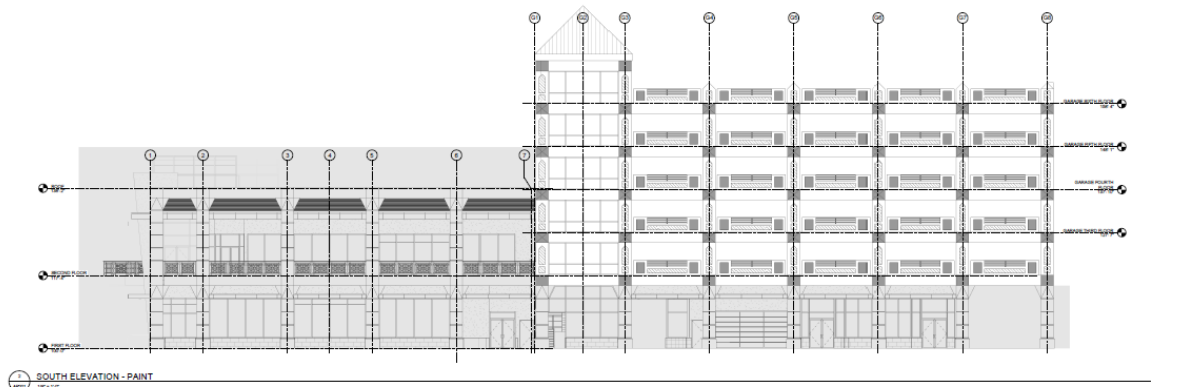
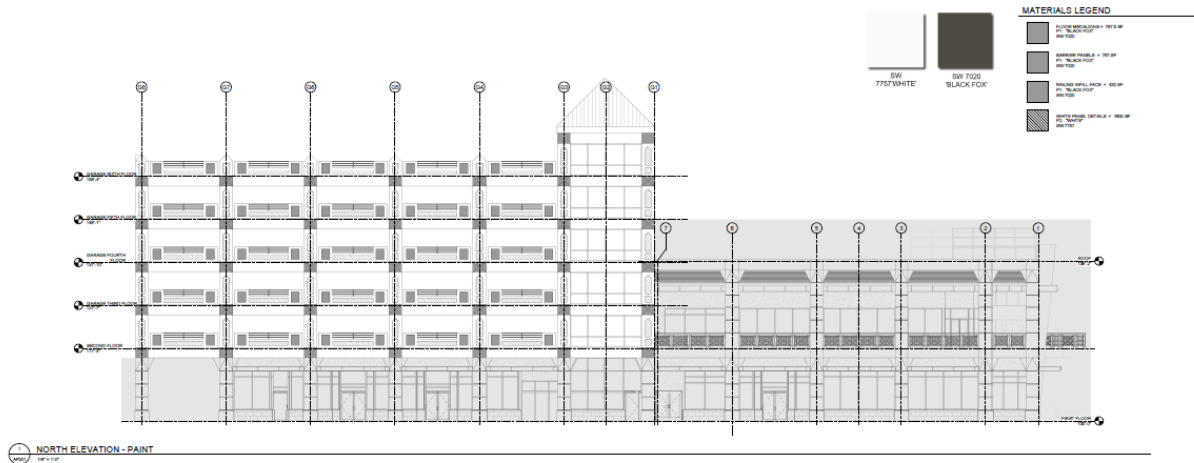


Exhibit C

Schedule of Eligible Costs

Capitol & Main Parking Garage Painting Breakdown	
Item	Cost
Design and Permitting	
Design & Construction Documents	\$8,000.00
Permitting	\$2,725.00
<i>Subtotal, Design and Permitting Costs</i>	<i>\$10,725.00</i>
Building Painting Costs	
Paint Exteriors of Parking Structure	\$146,185.00
Paint Metal Roofing of Stair Towers	\$22,376.00
Joint Sealant	\$10,000
<i>Subtotal, Building Painting Costs</i>	<i>\$178,561.00</i>
Other Costs	
Construction Administration	\$6,246.44
Contingencies	\$18,928.60
<i>Subtotal, Other Costs</i>	<i>\$25,175.04</i>
Total Project Costs	\$214,461.04

Prepared by Developer on April 18th, 2018.