



BOARD OF COMMISSIONERS MEETING

November 15, 2021

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
November 15, 2021, 12 p.m.

Watch Live at <https://ccdcboise.com/the-agency/board-of-commissioners/>

AMENDED
AGENDA

I. CALL TO ORDER Vice Chair Woodings

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS Vice Chair Woodings

- A. Amended Agenda to Add Action Item C
- B. Amended Agenda to Add Consent Agenda Item A

III. ACTION ITEM: CONSENT AGENDA

- A. Appoint Joey Chen as temporary Secretary for purpose of this meeting and related actions.
- B. Expenses
 - 1. Approval of Paid Invoice Report – October 2021
- C. Minutes and Reports
 - 1. Approval of October 11, 2021 Meeting Minutes

IV. ACTION ITEM

- A. CONSIDER: Approve Resolution 1725 - 1010 W Main Street, Avery LLC - Type 3 Participation Program (10 minutes)Alexandra Monjar
- B. CONSIDER: Authorize Offer to acquire 521 W. Grove Street, owned by Artiach Properties LP and transmit proposed Purchase and Sale Agreement (10 minutes).....John Brunelle
- C. CONSIDER: Confirm and approve required notices for redemption of the Series 2011B Bonds; authorizing signature by the Executive Director, and authorizing the redemption amount as set forth on the Bank of America payoff statement (5 minutes) Joey Chen

V. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law. Consistent with COVID-19 guidance from the Centers for Disease Control and Prevention (CDC), attendees will be required to completely cover their nose and mouth with a mask (limited exemptions may apply). Interested members of the public are welcome and are encouraged to attend virtually via the Watch Live link above. Due to limited seating in-person attendees may be required to wait outside the meeting room once the meeting room capacity is reached.

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



III. CONSENT AGENDA



Paid Invoice Report


For the Period: 10/1/2021 through 10/31/2021

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	10/1/2021	13,928.24
Idaho State Tax Commission	State Payroll Taxes	10/1/2021	2,022.00
PERSI	Retirement Payment	10/4/2021	17,147.56
CCDC Employees	Direct Deposits Net Pay	10/6/2021	36,661.45
Idaho Dept of Labor	Q3 2021 SUTA payment	10/8/2021	411.90
PERSI	Retirement Payment	10/18/2021	18,465.20
EFTPS - IRS	Federal Payroll Taxes	10/20/2021	15,786.34
Idaho State Tax Commission	State Payroll Taxes	10/20/2021	2,323.00
CCDC Employees	Direct Deposits Net Pay	10/20/2021	39,518.67
Total Payroll Payments:			146,264.36
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	October 2021	1,676,748.54
Total Cash Disbursements:			\$ 1,823,012.90

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

Joey Chen
Finance Director

11/8/2021
Date


Executive Director
November 9, 2021
Date

Report Criteria:

Summary report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
4136	Abbey Louie	230	Management Training FY2	09/28/2021	4,000.00	12183	10/27/2021
	Total 4136:				4,000.00		
4082	Acme Fast Freight	1600008872	11th & Front garage CAM e	10/01/2021	2,014.50	12184	10/27/2021
	Total 4082:				2,014.50		
3659	Ada County	OCT 2021 G	Oct 2021 Master Ground	10/18/2021	43,812.25	64049	10/26/2021
	Total 3659:				43,812.25		
4126	Agnew Beck Consulting Inc	9806	Old Boise Blocks on Grove	09/29/2021	1,993.75	12185	10/27/2021
	Total 4126:				1,993.75		
3838	American Fire Protection L	12408	Service call	09/30/2021	165.00	64050	10/26/2021
		12410 A	Monthly pump inspection &	10/01/2021	185.00	64050	10/26/2021
	Total 3838:				350.00		
3493	Arbitrage Compliance Spec	1029285	2011 B Bond Reports	10/13/2021	2,800.00	12186	10/27/2021
	Total 3493:				2,800.00		
3885	Berkley North Pacific	60000389 O	commercial package FY20	10/12/2021	64,307.00	64051	10/26/2021
		60000406 O	Bldg 8 commercial packag	10/12/2021	50,772.00	64051	10/26/2021
	Total 3885:				115,079.00		
1316	Blue Cross of Idaho	2124600000	Health Insurance - Oct 202	10/01/2021	25,985.14	64045	10/01/2021
	Total 1316:				25,985.14		
1385	Boise City Utility Billing	848 W MAIN	848 Main St # 0447416001	10/01/2021	8.42	12227	10/26/2021
	Total 1385:				8.42		
4022	Boxcast Inc	B57F3A3-00	Audio/Visual Support, 12 M	10/01/2021	1,559.76	12187	10/27/2021
		B57F3A3-00	storage fees	10/01/2021	25.26	12187	10/27/2021
	Total 4022:				1,585.02		
3712	Car Park	5TH&FR 082	5th & Front Pkg lease Aug	08/31/2021	150.00	12221	10/29/2021
	Total 3712:				150.00		
3857	Carew Co	3621 A	BoiseParking.com Website	09/30/2021	4,700.00	12204	10/28/2021
		3751	CCDC Website Maint.	10/03/2021	500.00	12204	10/28/2021
	Total 3857:				5,200.00		
1556	Caselle Inc.	111734	Contract support - Oct 202	10/01/2021	840.00	64046	10/01/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1556:					840.00		
1595	City of Boise	IL1773	Utility Reimbursement (Tra	08/31/2021	1,092.83	64052	10/26/2021
		IL1791 A	ROMOB Street tree replace	09/30/2021	8,779.25	64052	10/26/2021
Total 1595:					9,872.08		
4116	Civil Survey Consultants In	20015-10	Production Street and Gow	09/28/2021	528.00	12188	10/27/2021
Total 4116:					528.00		
1643	Community Planning Assoc	222021	FY22 1st qtr Membership	10/01/2021	2,350.00	12189	10/27/2021
Total 1643:					2,350.00		
3947	Crane Alarm Service	86857	Fire Alarm System - Monito	10/01/2021	25.00	64053	10/26/2021
Total 3947:					25.00		
4151	Desman Inc	D21060	10th & Front Garage Struct	08/31/2021	2,025.00	12205	10/28/2021
		D21061	10th & Front Garage Struct	08/31/2021	322.57	12205	10/28/2021
		D21068	10th & Front Garage Struct	09/30/2021	2,205.00	12205	10/28/2021
		D21069	10th & Front Garage Struct	09/30/2021	4.60	12205	10/28/2021
Total 4151:					4,557.17		
1832	Eide Bailly LLP	E101214685	Audit 2022	09/30/2021	1,350.00	12190	10/27/2021
Total 1832:					1,350.00		
1838	Elam & Burke P.A.	192801	Ash Street Properties	09/30/2021	585.00	12206	10/28/2021
		192802	Parking Matters	09/30/2021	2,520.00	12206	10/28/2021
		192803	State Street - New URD	09/30/2021	2,835.00	12206	10/28/2021
		192804	Early Bond Redemption	09/30/2021	720.00	12206	10/28/2021
		192805	101-0 General	09/30/2021	1,370.00	12206	10/28/2021
		192806	River Myrtle Implement Act	09/30/2021	1,796.50	12206	10/28/2021
		192807	WS District	09/30/2021	7,337.50	12206	10/28/2021
Total 1838:					17,164.00		
1982	GGLO LLC	03	ROMOB Linen Blocks on Gr	08/31/2021	32,574.49	12207	10/28/2021
		04	ROMOB Linen Blocks on Gr	09/30/2021	30,179.89	12207	10/28/2021
Total 1982:					62,754.38		
3695	Guho Corp.	210101035-0	9th & Front Garage Stair St	09/28/2021	109,437.85	12208	10/28/2021
Total 3695:					109,437.85		
3853	Hawkins Companies LLC	102021	Cap T. Condo: Oct- Dec 20	10/01/2021	15,895.92	64054	10/26/2021
Total 3853:					15,895.92		
4115	HDR Engineering Inc	1200376914	Main & Fairview Transit Sta	09/28/2021	6,958.75	12209	10/28/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 4115:					6,958.75		
3810	Hummel Architects PLLC	10011	10th & Front Pkg Garage S	09/28/2021	5,634.00	12210	10/28/2021
		10012	Parking Garage Membrane	09/28/2021	4,054.50	12210	10/28/2021
		10013	ParkBOI-Stairwell Hand Ra	09/28/2021	6,872.00	12210	10/28/2021
Total 3810:					16,560.50		
3826	Idaho Airships Inc.	7394	Arial Map Updates	09/28/2021	595.00	12191	10/27/2021
Total 3826:					595.00		
2165	Idaho Power	6607 SEPT 2	9th St outlets #220040660	09/30/2021	3.51	12226	10/20/2021
		7995 SEPT2	9th & State # 2201627995	09/30/2021	3.51	12224	10/19/2021
Total 2165:					7.02		
3900	Idaho Records Manageme	0146909	Records Storage	09/28/2021	124.22	12192	10/27/2021
Total 3900:					124.22		
4118	Idaho STEM Action Center	22STVB30	boise startup week 2021	10/06/2021	5,000.00	64055	10/26/2021
Total 4118:					5,000.00		
4170	IM IRIE TWO LLC	505WBANN	505 W Bannock-5th & Ban	09/29/2021	120,412.00	64056	10/26/2021
Total 4170:					120,412.00		
3808	Jed Split Creative	2514	FY2022-2026 CIP Design	09/30/2021	9,500.00	64057	10/26/2021
		2515	creative services - print ser	09/30/2021	766.65	64057	10/26/2021
		2516	creative services - print ser	09/30/2021	582.47	64057	10/26/2021
Total 3808:					10,849.12		
2288	Jensen Belts Associates	1765CD-14	Westside Park DD-CD-CA	09/30/2021	4,365.17	12211	10/28/2021
		1768CD-12	8th and Bannock Streetsca	09/29/2021	12,895.31	12211	10/28/2021
		2105-7	Old Boise Blocks on Grove	09/30/2021	5,792.50	12211	10/28/2021
		2114-5	11th Street Bikeway & Stre	09/30/2021	179,118.68	12211	10/28/2021
		2144-1	State St, 12th - 14th Street	09/30/2021	294.00	12211	10/28/2021
Total 2288:					202,465.66		
3910	Joey Chen	92221 JC	2021 CFO Forum Expense	09/22/2021	200.00	12225	10/19/2021
Total 3910:					200.00		
4174	John Rohrer Contracting C	19072	10th & Front Garage Struct	09/28/2021	220,922.66	12212	10/28/2021
		19080	10th & Front Garage Water	09/28/2021	79,315.50	12212	10/28/2021
Total 4174:					300,238.16		
3913	Kimley-Horn and Associate	19707463	Area 6 Parking Supply/De	09/30/2021	3,665.00	12193	10/27/2021
Total 3913:					3,665.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2360	Kittelson & Associates Inc.	0121015	8th St Improvements, State	09/30/2021	16,042.04	12213	10/28/2021
		0121025	8th St Improvements, State	09/30/2021	9,519.46	12213	10/28/2021
Total 2360:					25,561.50		
3950	McAlvain Construction Inc.	1210101.1	WS Preconstruction	08/29/2021	1,656.48	Multiple	Multiple
		1210102.1	RMOB Preconstruction	08/29/2021	473.28	Multiple	Multiple
		1210102.2	RMOB Preconstruction	09/28/2021	1,577.60	12194	10/27/2021
		1210102.3	WS Preconstruction	09/28/2021	1,735.36	12194	10/27/2021
		1210102.3 5	WS Preconstruction	09/29/2021	473.28	12194	10/27/2021
		1210102.4 6	RMOB Preconstruction	09/29/2021	552.16	12194	10/27/2021
Total 3950:					6,468.16		
2186	McClatchy Company LLC	34258	Legal Notices	06/28/2021	176.19	Multiple	Multiple
		42133	Legal Notice	07/29/2021	2,392.70	Multiple	Multiple
		51242	Legal Notices	08/30/2021	1,669.74	Multiple	Multiple
		59317	Legal Notices	09/28/2021	56.28	12195	10/27/2021
Total 2186:					4,294.91		
2615	Northwest Recreation	21-2367	Tree Grates - RMOB	10/13/2021	4,708.00	64058	10/26/2021
Total 2615:					4,708.00		
3859	Piper Sandler & Co	101121 PS	2011B Redemption	09/30/2021	779.17	64059	10/26/2021
Total 3859:					779.17		
2774	Pro Care Landscape Mana	40052	Landscape Maintenance -	09/28/2021	498.00	12196	10/27/2021
		40053	Landscape Maintenance -	09/28/2021	251.55	12196	10/27/2021
		40054	Landscape Maintenance -	09/28/2021	198.23	12196	10/27/2021
		40055	Landscape Maintenance -	09/28/2021	80.00	12196	10/27/2021
		40056	Landscape Maintenance -	09/28/2021	106.00	12196	10/27/2021
Total 2774:					1,133.78		
2798	Quadrant Consulting Inc.	11751	Old Boise - Grove Street C	09/30/2021	4,306.50	12214	10/28/2021
		11752	State Street Streetscape (09/30/2021	960.00	12214	10/28/2021
Total 2798:					5,266.50		
3653	Redevelopment Associatio	M16006A FY	Membership Dues	10/01/2021	4,600.00	64060	10/26/2021
Total 3653:					4,600.00		
3896	Rim View LLC	100121 OCT	Monthly Rent - Trailhead O	10/01/2021	15,250.00	64047	10/01/2021
Total 3896:					15,250.00		
3796	Scheidt & Bachmann USA I	45736	Sept 2021 Merchant Fees	09/30/2021	772.36	12197	10/27/2021
Total 3796:					772.36		
2948	Secretary of State	101321 MW	Mary Notary Application	10/13/2021	30.00	64061	10/26/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2948:					30.00		
3542	Security LLC - Plaza 121	100121 SP O	Office rent	10/01/2021	14,145.00	64048	10/01/2021
Total 3542:					14,145.00		
2969	Sherman & Howard LLC	826784	Early bond redemption	09/30/2021	1,785.00	64062	10/26/2021
Total 2969:					1,785.00		
4124	Slichter Ugrin Architecture I	1544	9th & Front Stair Structural	09/30/2021	9,355.00	12215	10/28/2021
Total 4124:					9,355.00		
4131	Smarking Inc	5534	Data Management Service	10/01/2021	9,647.00	12216	10/28/2021
Total 4131:					9,647.00		
3974	Stability Networks Inc.	36986	IT Services - FY2021	09/30/2021	2,350.00	12217	10/28/2021
		37060	AppRiver SecureTide	09/30/2021	723.09	12217	10/28/2021
		37192	Microsoft surface	09/30/2021	9,565.74	12217	10/28/2021
Total 3974:					12,638.83		
3029	State Insurance Fund	25464495	Installment Premium	09/30/2021	1,483.00	64063	10/26/2021
Total 3029:					1,483.00		
3242	Suez Water Idaho	2853 SEPT 2	Eastman office #06000337	09/14/2021	457.06	12223	10/01/2021
Total 3242:					457.06		
4109	Syringa Networks LLC	21OCT0386	internet & data	10/01/2021	649.86	64064	10/26/2021
Total 4109:					649.86		
3831	The Land Group Inc.	0146803	Fulton St Improvements, 9t	09/30/2021	4,531.00	12198	10/27/2021
Total 3831:					4,531.00		
4074	The Potting Shed	19813	Interior Plant Maint.	09/30/2021	65.00	64065	10/26/2021
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:078390	Water & Cooler Rental	09/28/2021	106.00	64066	10/26/2021
Total 3170:					106.00		
3233	United Heritage	02014-001 O	Disability insurance - Oct 2	10/01/2021	1,415.29	64067	10/26/2021
Total 3233:					1,415.29		
3864	USI Insurance Services N	3870572	Cap. T Business Auto - FY	10/01/2021	276.00	12172	10/02/2021
		3870576	Cap. T Commercial Packag	10/01/2021	20,491.00	12172	10/02/2021
		3870580	Cap. T Umbrella - FY2022	10/01/2021	2,447.00	12172	10/02/2021
		3870609	Cap. T D&O - FY2022	10/01/2021	1,667.00	12172	10/02/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		3874358	CCDC D&O FY2022	10/01/2021	34,400.00	12172	10/02/2021
		3874372	CCDC EPL FY2022	10/01/2021	7,612.00	12172	10/02/2021
		3874383	Bldg 8 Condo - D&O FY20	10/01/2021	1,450.00	12172	10/02/2021
		3889754	Bldg 8 Condo - Diff in Cond	10/04/2021	7,933.00	12218	10/28/2021
		3890173	CCDC Diff in Cond FY2022	10/04/2021	10,887.00	12218	10/28/2021
		3890188	CCDC Diff in Cond FY2022	10/04/2021	23,205.00	12218	10/28/2021
		3890198	CCDC Diff in Cond FY2022	10/04/2021	15,833.00	12218	10/28/2021
		3894888	CCDC Cyber Liab FY2022	10/06/2021	6,651.00	12218	10/28/2021
Total 3864:					132,852.00		
3266	Valley Regional Transit	28519	Local Capital Funding - FY	10/01/2021	35,000.00	12219	10/28/2021
		28520	Mobility Collaborative - FY	10/01/2021	60,000.00	12219	10/28/2021
Total 3266:					95,000.00		
4068	Veritas Material Consulting	1683	10th & Front Garage Struct	09/30/2021	2,300.00	12199	10/27/2021
		1691	10th & Front Garage Struct	09/30/2021	1,001.44	12199	10/27/2021
Total 4068:					3,301.44		
3841	VoiceText Communications	CCDEVC-62	Conference calls	09/30/2021	24.96	12200	10/27/2021
		CCDEVC-71	Conference calls	09/30/2021	14.02	12200	10/27/2021
		CCDEVC-81	Conference calls	09/30/2021	32.81	12200	10/27/2021
Total 3841:					71.79		
3997	Wash Worx	INV-000936	ADA Handrails-10th & Fron	09/28/2021	3,200.00	12201	10/27/2021
		INV-000943	Bench Repair-RMOB	10/05/2021	350.00	12201	10/27/2021
		INV-000944	Graffiti Removal RMOB	10/05/2021	250.00	12201	10/27/2021
Total 3997:					3,800.00		
3365	Westerberg & Associates	250	Legislative Advisement Ser	09/28/2021	2,000.00	12202	10/27/2021
Total 3365:					2,000.00		
3398	Wright Brothers	210068 - 1	Main & Fairview Transit Sta	09/30/2021	219,329.54	12220	10/28/2021
Total 3398:					219,329.54		
3990	Xerox Corporation	014499776	Copier Lease	09/30/2021	423.44	12203	10/27/2021
Total 3990:					423.44		
Grand Totals:					1,676,748.54		

Report Criteria:

Summary report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
October 11, 2021

I. CALL TO ORDER:

Board Members appeared remotely, as did John Brunelle Executive Director, Joey Chen, Director of Finance & Administration, Amy Fimbel, Project Manager - Capital Improvements, Brady Shinn, Project Manager - Property Development, Alexandra Monjar, Project Manager – Property Development, Kathy Wanner, Contracts Specialist, Doug Woodruff, Development Director, Kevin Martin, Senior Business & HR Manager, Zach Piepmeyer, Project Manager – Capital Improvements, Eric Heringer, Piper Sandler & Co., and Ryan Armbruster, CCDC Legal Counsel.

Dana Zuckerman, and Sarah Jones, Executive Assistant, were present at the CCDC physical office location.

There were members of the public present at the CCDC office during the meeting, which was open and accessible for public attendance. It was confirmed that the live streaming service (BoxCast) was working properly, enabling the public to view the live stream.

Present: Commissioner Ryan Woodings, Commissioner David Bieter, Commissioner Lauren McLean, Commissioner Danielle Hurd, Commissioner John Stevens, and Commissioner Zuckerman.

Absent: Commissioner Gordon Jones, Commissioner Latonia Haney Keith

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

Chairman Zuckerman convened the meeting with a quorum at 12:00 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. WORK SESSION

A. Fulton Street Improvements, 9th to Capitol - Project Introduction

Zach Piepmeyer, Project Manager – Capital Improvements, gave a report.

IV. ACTION ITEMS: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – September 2021

B. Minutes and Reports

1. Approval of September 20, 2021 Meeting Minutes

C. Other

1. Approve Resolution 1729 - 113 S 5th St - 5th & Grove Office - Type 1 Participation Agreement
2. Approve Resolution 1730 - First Amendment to 512 W Grove St Type 2 Participation Agreement
3. Approve Resolution 1724 - 202 S. 6th Street - Home2Suites - Amendment to Type 3 Participation Agreement
4. Approve Resolution 1728 - Appointment of Joey Chen as Acting Chief Administrative Officer

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Hurd - Aye
Commissioner Mclean - Aye
Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 6-0

IV. ACTION ITEMS

A. CONSIDER: Approve Resolution 1727 - FY2022 - FY2026 Capital Improvement Plan

Doug Woodruff, Development Director, Kevin Martin, Senior Business & HR Manager, gave a report.

Commissioner Woodings moved to approve Resolution 1727 adopting the CCDC 2022-2026 Capital Improvement Plan.

Commissioner Hurd seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Hurd - Aye
Commissioner Mclean – Aye
Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman – Aye

The motion carried 6-0

B. CONSIDER: Authorization to Proceed – Early Redemption for 2011B, 2017A and 2017B Bonds

Joey Chen, Director of Finance & Administration, gave a report.

Commissioner Woodings, based on the analysis prepared by Agency staff and the benefits of redemption, recognizing the prepayment fee imposed for early redemption, I move to authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2011 B Note effective December 1, 2021.

Commissioner Hurd Seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Hurd - Aye
Commissioner Mclean - Aye
Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman – Aye

The motion carried 6-0

Commissioner Woodings, based on the analysis prepared by Agency staff and the benefits of redemption, I move to authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2017 A/Series 2017 B Bonds effective December 1, 2021.

Commissioner Hurd seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Hurd - Aye
Commissioner Mclean - Aye
Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman – Aye

The motion carried 6-0

C. CONSIDER: Approve Resolution 1726 – Ranking for CM/GC Services for Linen Blocks on Grove Streetscape Improvements Project

Kathy Wanner, Contracts Specialist and Amy Fimbel, Project Manager – Capital Improvements, gave a report.

Commissioner Woodings moved to adopt Resolution 1726 approving the ranking for the RFQ: CM/GC for the Linen Blocks on Grove Street Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager /

General Contractor agreement for the Linen Blocks on Grove Street Streetscape Improvements Project.

Commissioner Hurd seconded.

Roll Call:

Commissioner Bieter – Abstain, due to conflict of interest

Commissioner Hurd - Aye

Commissioner Mclean - Aye

Commissioner Stevens - Aye

Commissioner Woodings - Aye

Commissioner Zuckerman – Aye

The motion carried 5-0-1

D. CONSIDER: Approve Resolution 1723 – Selection of On-Call Design Professionals – Structural, Mechanical and Electrical Engineers

Kathy Wanner, Contracts Specialist, gave a report.

Commissioner Woodings moved to adopt Resolution 1723 creating a roster of selected and pre-approved design professionals as shown in the resolution and to authorize the Executive Director to negotiate and execute three-year, on-call professional services agreements with these firms.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye

Commissioner Hurd - Aye

Commissioner Mclean - Aye

Commissioner Stevens - Aye

Commissioner Woodings - Aye

Commissioner Zuckerman - Aye

The motion carried 6-0

IV. MEETING ADJOURNMENT

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

Roll Call:

Commissioner Bieter - Aye

Commissioner Hurd - Aye

Commissioner Mclean - Aye

Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman – Aye

The motion carried 6-0. The meeting adjourned at 12:53 pm.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 15th DAY OF NOVEMBER 2021.

Ryan Woodings, Vice Chair

Lauren McLean, Secretary



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution 1725 approving 1010 W. Main Street - The Avery Hotel and Mixed-Use Project -- Type 3 Transformative Assistance Agreement with Avery LLC		Date: November 15, 2021
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution 1725 2) Type 3 Transformative Assistance Participation Agreement with Avery LLC	
Action Requested: Adopt Resolution 1725 approving the Type 3 Transformative Assistance Participation Agreement with Avery LLC and authorizing the Executive Director to execute the agreement.		

Background:

The Avery Hotel is a proposed 26,250 square foot mixed-use hospitality and restaurant restoration project located at 1010 W. Main Street. Avery LLC, led by local developer Michael Hormaechea. The project is a renovation of the historic Averyl Tiner Building and will include two restaurants on the main level and a boutique hotel in the upper three floors. The Avery Restaurant, a fine dining establishment on the building's Main Street frontage will seat 90 diners, and the Averyl Tiner gastro pub will seat 70 diners and front Tiner's alley between S. 10th and 11th Streets. Completion is expected in December 2022.

The building is listed as a contributing element on the National Historic Register. It is the lone remaining unrestored structure on the historic Gem Block and the upper three floors of the building have been vacant since the 1950's. In July 2021, the Board approved this project for Type 3 Transformative Assistance Participation to reimburse significant restoration costs for building facades and streetscape, utility, and alleyway improvements. Façade renovation work includes masonry restoration, new windows, new storefront, a new entry vestibule, and new steel balconies. Per the Participation Program, the project must secure a perpetual building façade easement by Boise City Historic Preservation Commission to receive reimbursements for facade restoration costs, and work to obtain this easement is underway.

Since the Board designated this project, the project has received Design Review approval to renovate the streetscape in front of the building to add staging for hotel shuttle and valet services. Avery LLC is requesting reimbursement for these costs which were not presented to the Board at the time of designation. These costs are approximately \$150,000, bringing the total estimated eligible expenses to \$1,214,613.

This project meets the requirements of the Type 3 Program and promotes the objectives of the Westside District. To the knowledge of Agency staff, the project owner has not applied for any incentive programs that are incompatible with Type 3 Transformative Agreement reimbursement.

Project Summary:

- Located mid-block on W. Main Street, between S. 10th and S. 11th Streets and listed as a contributing element on the National Historic Registry.
- Four story, mixed use with 39 boutique hotel rooms, and 160 restaurant dining seats.
- Estimated job creation of 100 construction jobs and 190 permanent jobs
- \$14,250,000 estimated Total Development Costs
- \$1,214,613 estimated eligible expenses to restore facades, renovate the streetscapes along Main Street and the alleyway, and add storm water mitigation and utility infrastructure.

Timeline:

- February 2020 – Boise City Design Review Approval
- July 2021 – Designated for Type 3 Agreement
- November 2021 – Design Review Approval for modification to streetscape
- November 2021 – Request approval for Type 3 Agreement
- December 2021 – Construction begins
- December 2022 – Estimated completion, developer submits Cost Documentation
- February 2023 – CCDC issues reimbursement for approved Actual Eligible Expenses

Fiscal Notes:

The project estimates Eligible Expenses of \$1,214,613. CCDC's 5 Year CIP includes Type 3 Agreement Reimbursements sufficient to fund these improvements.

Per the Type 3 Transformative Assistance Participation Agreement, total reimbursement may exceed the tax increment value generated on the site and be reimbursed upon the final terms of the Agreement, as approved by the Agency Board of Commissioners.

Staff Recommendation:

Adopt Resolution 1725

Suggested Motion:

I move to adopt Resolution 1725 approving the Type 3 Transformative Assistance Participation Agreement with Avery LLC and authorizing the Executive Director to execute the Agreement.

RESOLUTION NO. 1725

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND AVERY LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE TYPE 3 AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE APPROPRIATION OF FUNDS AND PERFORMANCE OF DUTIES CONTEMPLATED BY THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

WHEREAS, Avery LLC is an Idaho limited liability company which owns or controls certain real property addressed as 1010 W. Main Street, Boise, that it plans to renovate into two restaurants and one boutique hotel (the "Project"); and,

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

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

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 3 Agreement with Avery LLC whereby Avery LLC will construct the Project and the Agency will reimburse for the construction of public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 3 Agreement between the Agency and Avery LLC; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Type 3 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 3 Agreement, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 3 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 November 15, 2021, Agency Board meeting.

Section 4: That the appropriation of funds contemplated by the Type 3 Agreement is hereby authorized in addition to performance of any and all other duties required pursuant to said Agreement.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on November 15, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on November 15, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Ryan Woodings, Vice Chair

By: _____
Lauren McLean, Secretary

TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

AVERY LLC

AVERYL TINER BUILDING REDEVELOPMENT PROJECT

TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("CCDC"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and AVERY LLC, an Idaho limited liability company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").

The City of Boise, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan" or "Plan") and following said public hearing, adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings.

CCDC has adopted the Downtown Boise Elements of Continuity ("Elements of Continuity") as Attachment 3 to the Westside Plan, which provides design details for how public spaces, streets, and sidewalks in the Urban Renewal Districts were to be improved to ensure a cohesive identity in downtown Boise. The Elements of Continuity addresses historic streetlights, paving, landscaping, street furniture such as benches, planters, and trash containers, graphics, and other pedestrian amenities.

Participant owns or controls certain real property addressed as 1010 W. Main Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.

Participant plans to renovate the existing structure, the Averyl Tiner Building, on the Project Site into two restaurants and one hotel. The project contemplates dedication of perpetual, public façade easements. The project will contribute to enhancing and revitalizing the Westside District and would generate revenue allocation proceeds to CCDC. The Project is depicted on attached **Exhibit B**.

The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").

As part of the Project, Participant intends to remove two (2) existing art installations, improve street and sidewalk conditions on W. Main Street and the rear alleyway entrance, and renovate three (3) façade elevations (the "Public Improvements"). The Public Improvements are depicted on the Public Improvement Plans on attached **Exhibit C**.

The Project is located in the Westside Downtown Urban Renewal District (“Westside District”) as defined by the Westside Plan (the “Plan”). The Project will contribute to enhancing and revitalizing the Westside District.

After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.

Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Public Improvements (“Eligible Expenses”), the cost estimates for which are attached on Exhibit D.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by April 1, 2023. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V. below, terminate this Agreement without penalty. In CCDC’s sole discretion, a single, one hundred eighty (180) day extension to the April 1, 2023, deadline for Completion may be granted upon written approval by CCDC.

“Completion” as used herein shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

CCDC is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Act. The office of CCDC is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702.

“CCDC,” as used herein, includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is **Avery LLC**, an Idaho limited liability company formed in Idaho and registered with the Idaho Secretary of State as a limited liability company. The principal address of Participant is PO Box 1593, Boise, Idaho 83701.

The Registered Agent for Participant is Michael Hormaechea, 1101 W. River Street, Suite 300, Boise, Idaho, 83702.

“Participant,” as used herein, includes Avery LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is Six Hundred Twenty-Four Thousand Five Hundred Dollars (\$624,500) for tax year 2021.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Fifteen Million Four Hundred Thousand Dollars (\$15,400,000) (the “Estimated Value”).

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

D. Participation Program

CCDC has determined that the Project is a Type 3 Transformative Project, as defined by CCDC’s Participation Program. If Participant materially changes the Project contemplated by the application submitted to CCDC by Participant, dated June 6, 2021 (the “Application”), and such changes result in a change to the Project’s Eligible Expenses. CCDC reserves the right to re-evaluate the Project, depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. **IMPROVEMENT OF THE SITE AND CCDC’S PARTICIPATION**

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

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

D. Construction of Public Improvements

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

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

E. Estimated Eligible Expenses

Participant has estimated the Eligible Expenses to be One Million Two Hundred Fourteen Thousand Six Hundred Thirteen Dollars (\$1,214,613). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and that Public Improvements are complete.
2. Recorded easements with appropriate governing body for the three (3) façade elevations included in the Public Improvements and any public improvements constructed outside of the right of way. A draft façade easement is attached as **Exhibit E**.
3. Schedule of values that includes line items for the Eligible Expenses approved by CCDC for reimbursement, so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.

9. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have forty-five (45) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 45-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

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

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

G. Reimbursement Schedule

The payment for this Type 3 Agreement will be made as a one-time reimbursement. CCDC agrees to reimburse Actual Costs in compliance with this Agreement and no later than thirty (30) days after the completion of all of the following:

1. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in **Exhibit B**.
2. CCDC receives Cost Documentation as described in Section III. F. in a format acceptable to CCDC.
3. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

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

2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall **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.

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area.

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through September 30, 2026.

B. Local, State and Federal Laws

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between CCDC and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of CCDC and Participant as set forth in this

Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. 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 had not been contained herein.

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Legal Description and Site Map
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Estimate of Eligible Expenses
Exhibit E – Draft Easement

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

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

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

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

Avery LLC ("Participant")

An Idaho limited liability company, by its manager
Michael Hormaechea

Date

Michael Hormaechea
Its Manager

Exhibit A: Legal Description and Site Map

[Exhibit appears on the following page.]

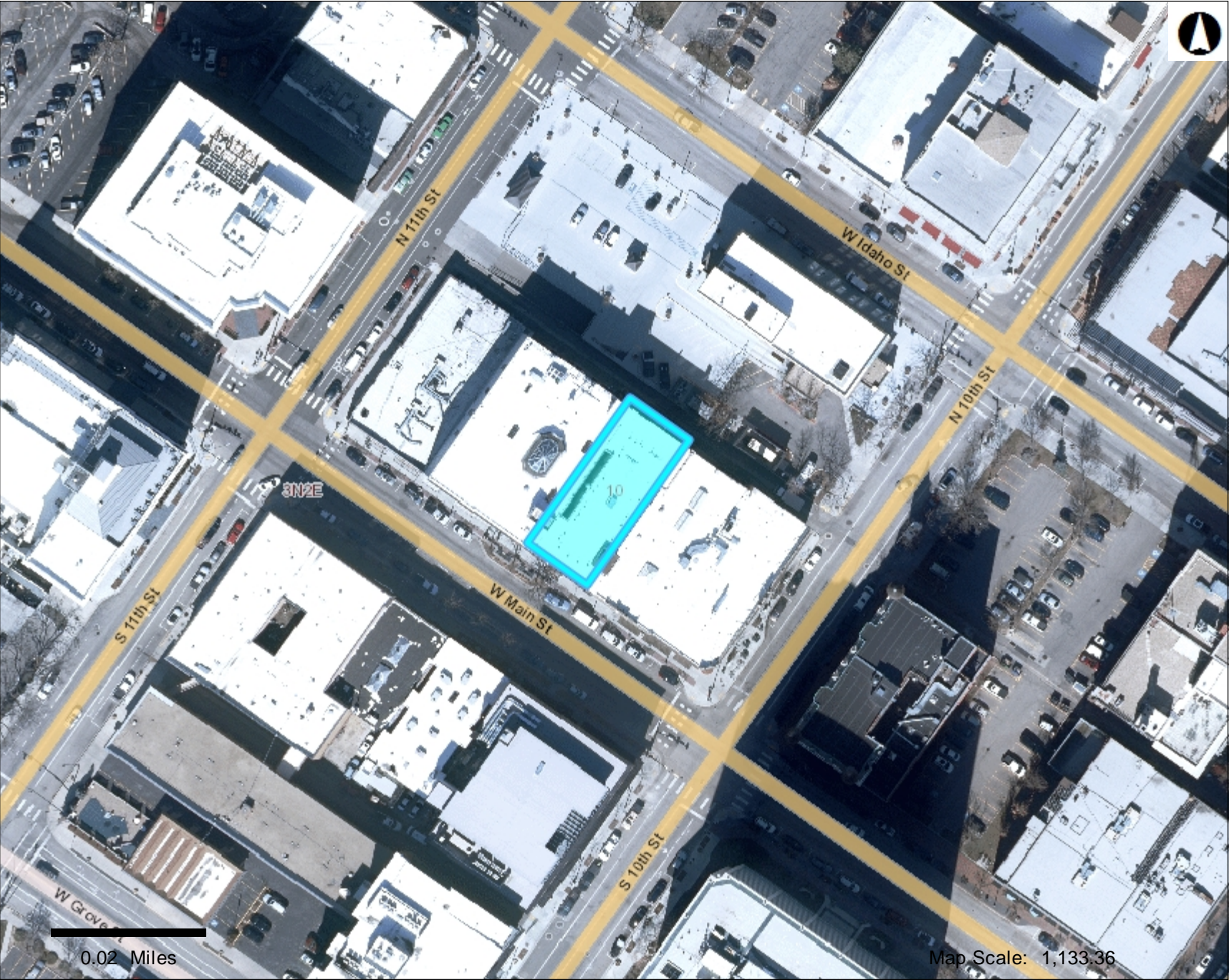
EXHIBIT A

Legal Description of Real Property

Lot 4 in Block 16 of the Original Townsite of Boise City, Ada County, Idaho, according to the plat thereof filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



Legend

→ Railroad

Roads (<2,000 scale)

<all other values>

Interstate

Ramp

Principal Arterial

Collector

Minor Arterial

Local

Parks

Alley

Driveway

Parks

Townships

Sections

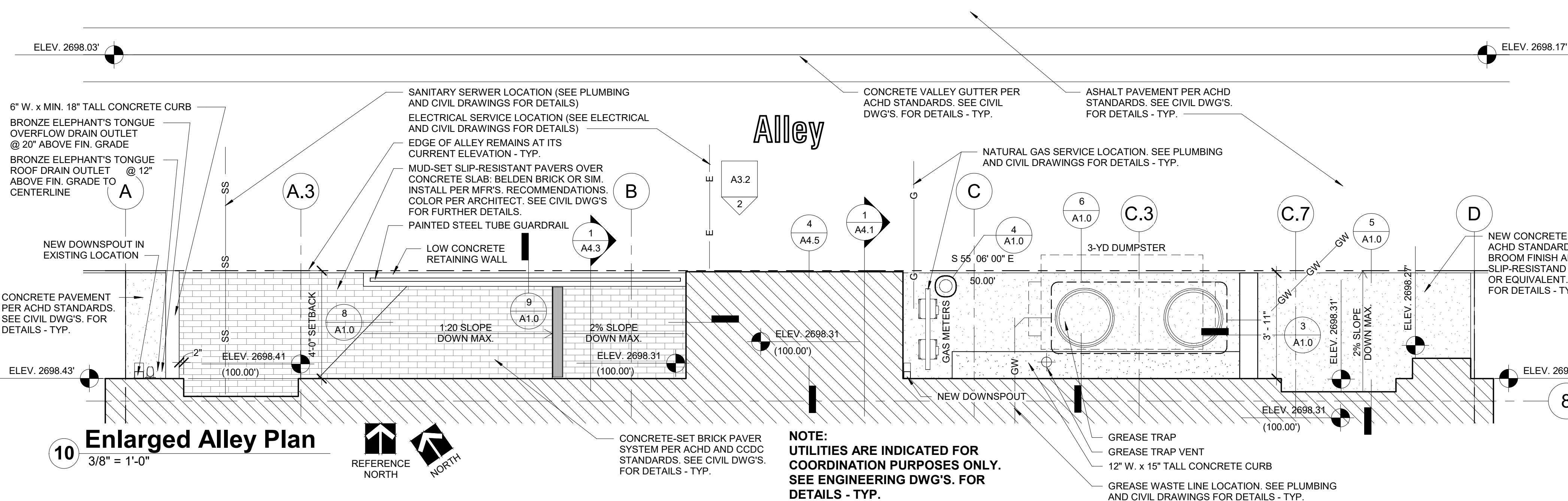
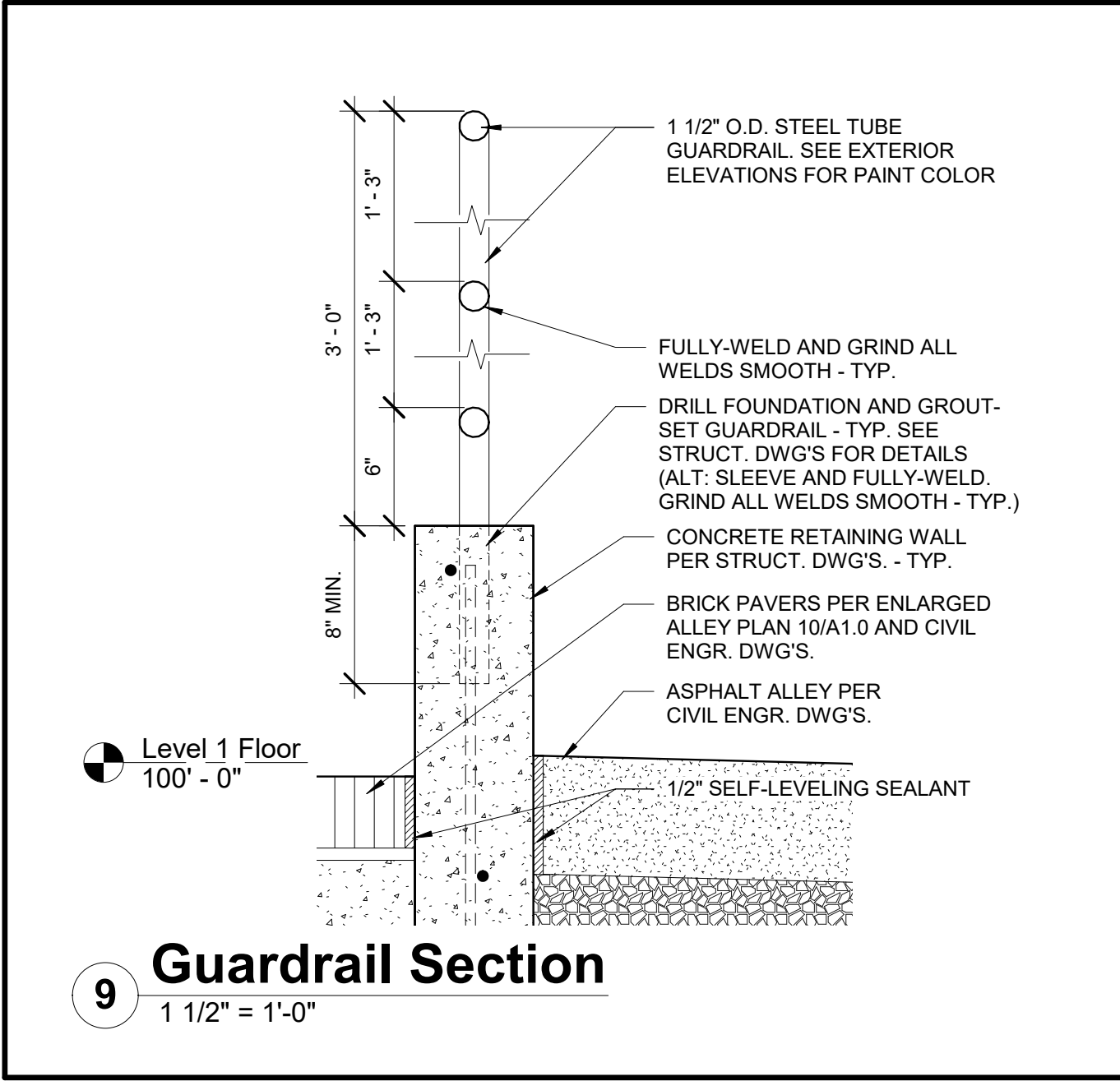
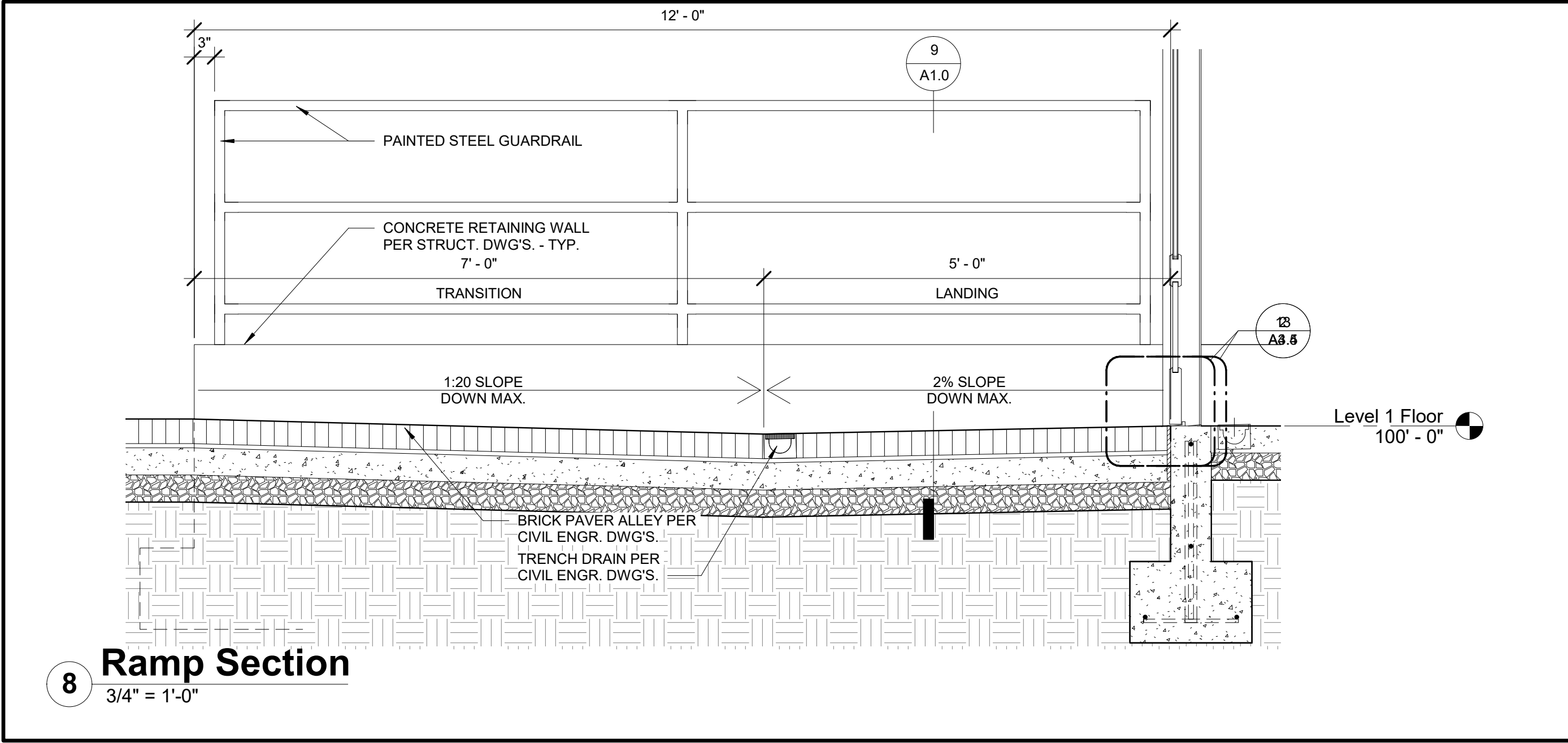
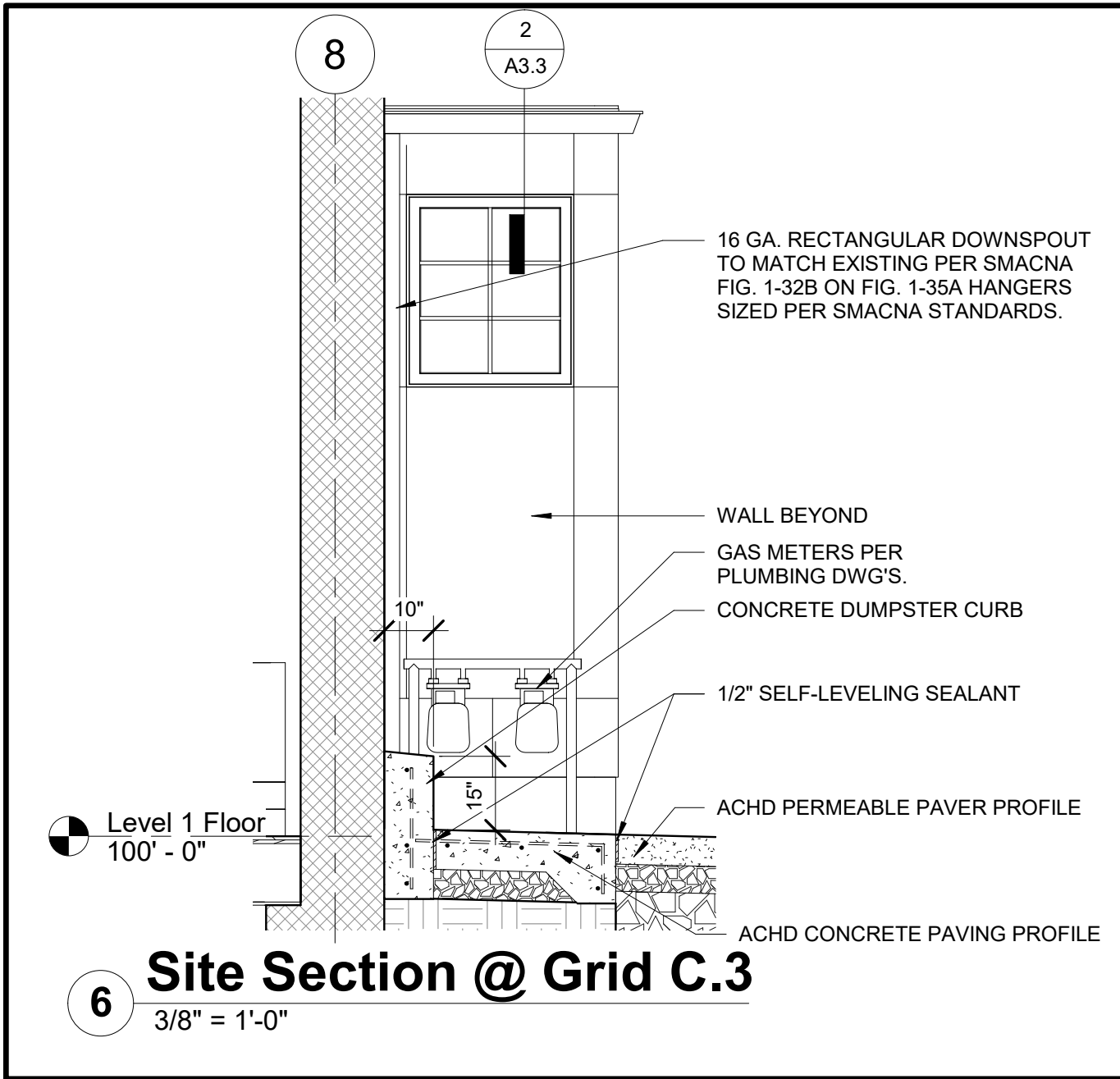
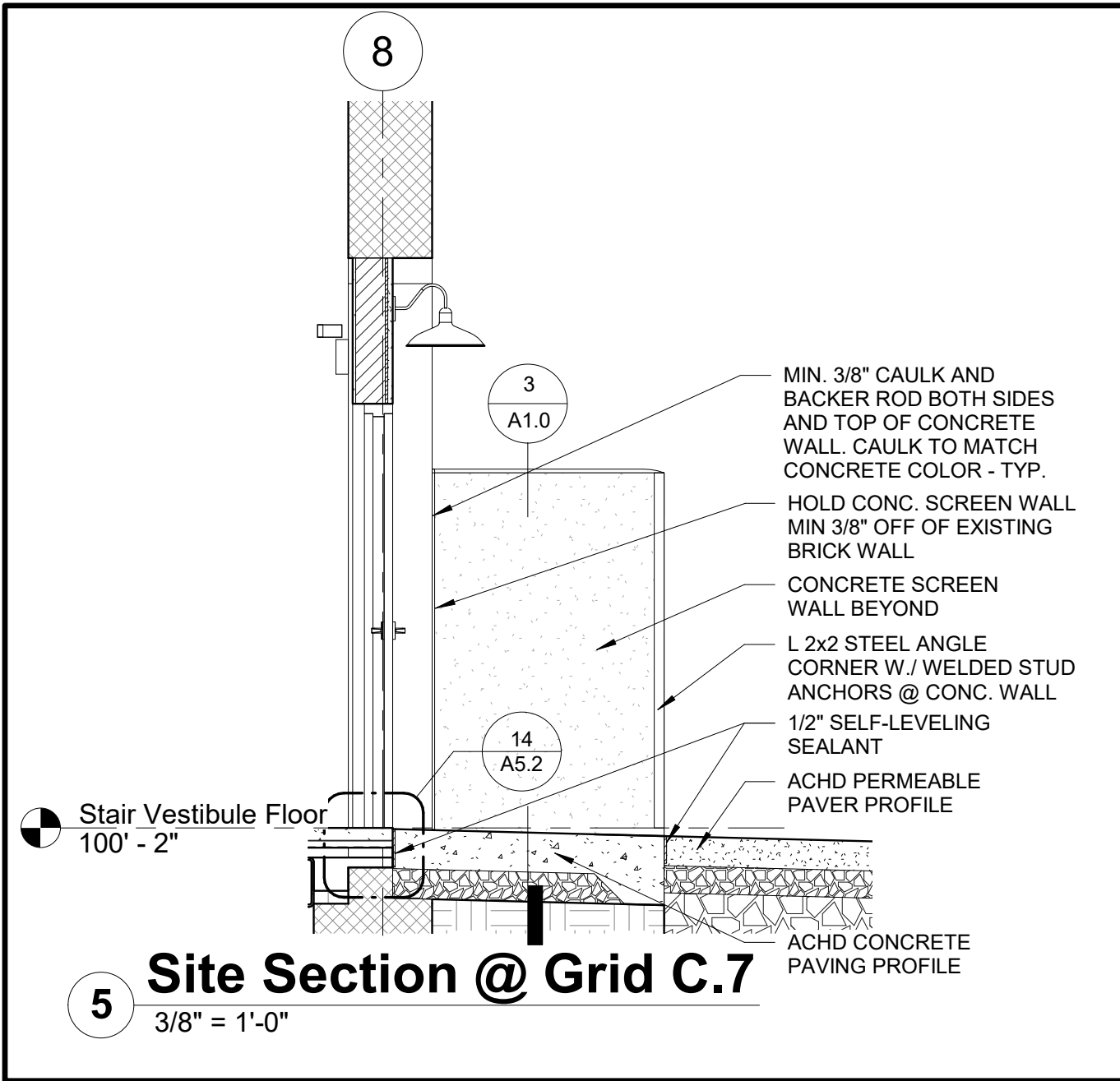
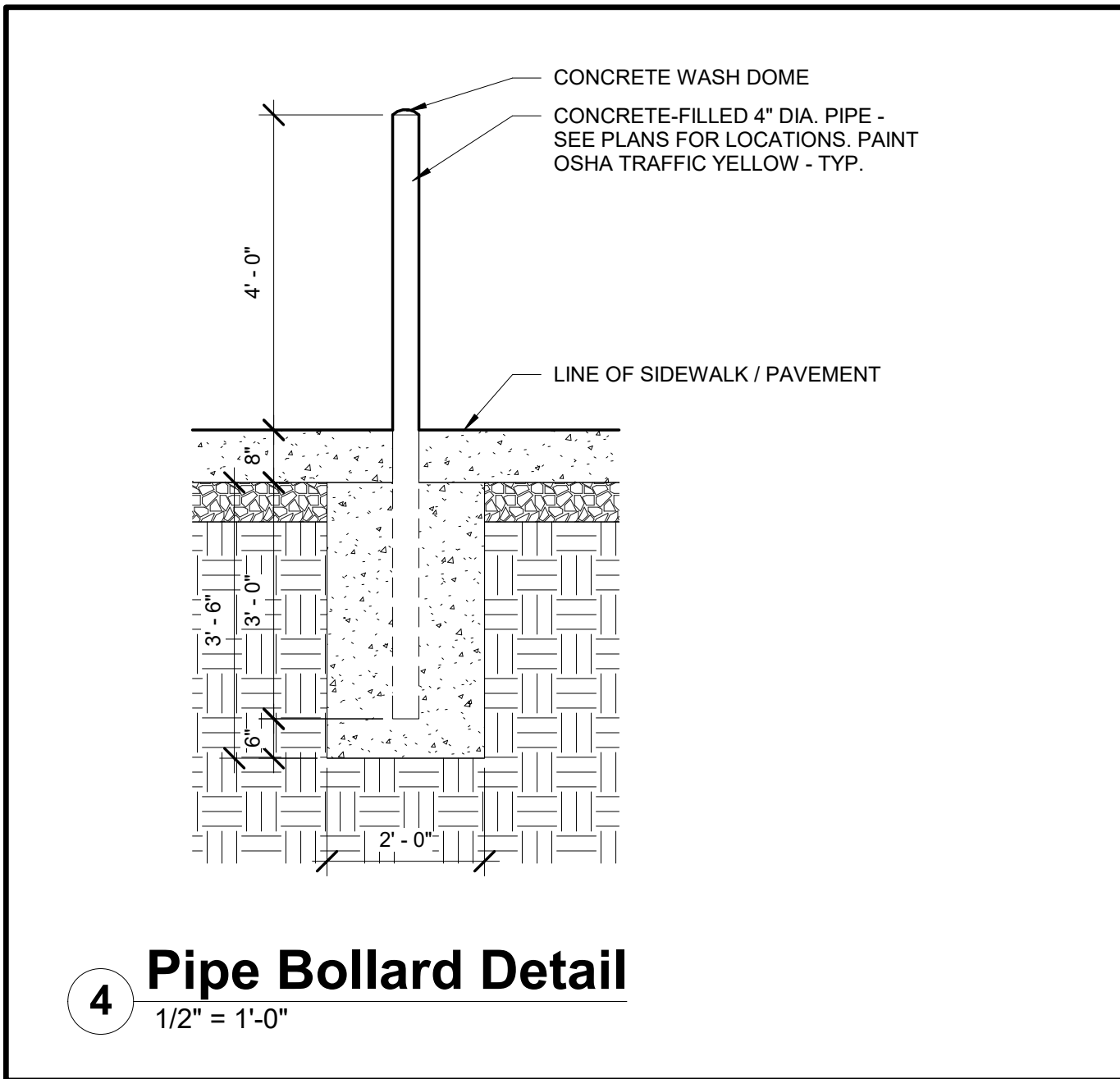
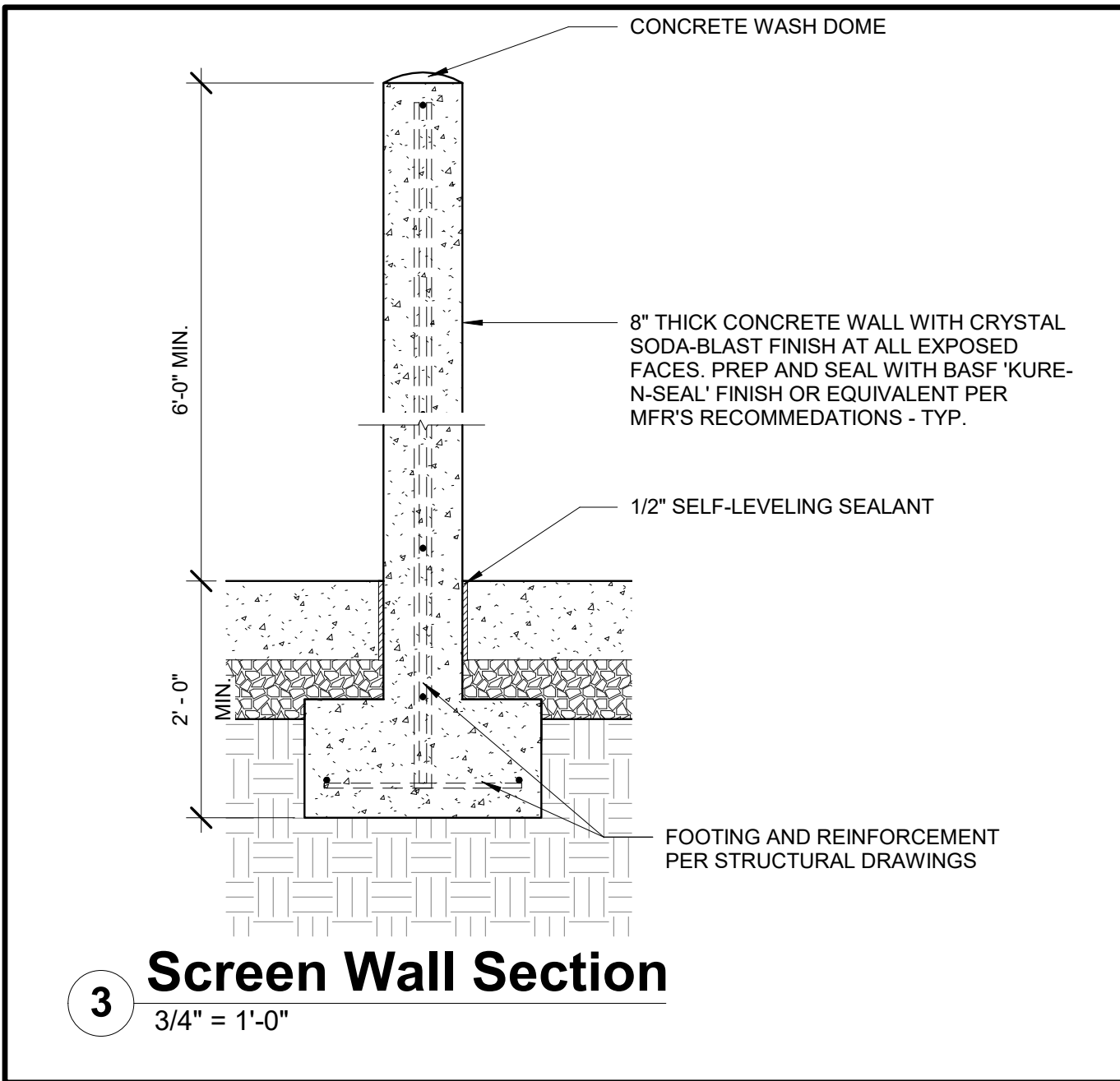
0.02 Miles

Map Scale: 1,133.36

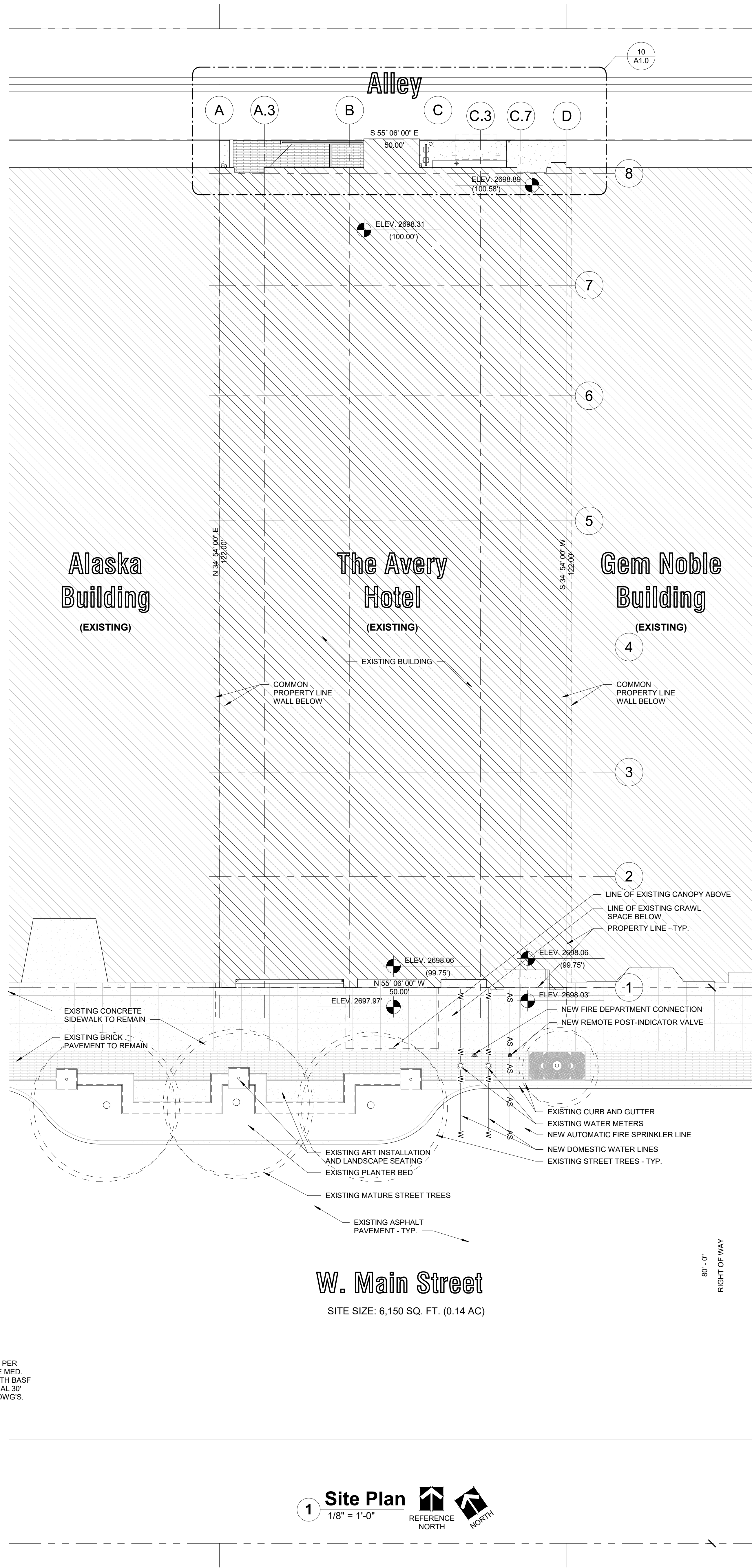
6/18/2021

Exhibit B: Project Depiction and Renderings

[Exhibit appears on the following page.]



2 Sub-Basement Demo Plan
1/4" = 1'-0"



ARCHITECT
R-1000
08/10/21
THORNTON
ROBERT LEE THORNTON
PROJECT LEE THORNTON

1010 Main Street, Boise, ID 83702

The Avery

All drawings and copies thereof are instruments of service and as such remain the property of the architect. They are to be used only with respect to this project. With the exception of one complete set for each party of the contract, all copies are to be returned or suitably accounted for to the architect upon completion of the work. Copyright 2021 All Rights Reserved.

Revision	No.	Description	Date
----------	-----	-------------	------

Project number: 2015.16
Date: 08/10/21
Drawn by: Rob Thornton
Applicant: Mike Hormachea

Certificate of Appropriateness Application

Site Plan
A1.0



The Avery Hotel - Main Street

The Avery
1010 Main Street, Boise, ID 83702

G|T|Y Studio PLLC
ARCHITECTURE PLANNING DESIGN ART

OFC 208.345.2125 220 N. 10TH ST. BOISE, ID 83702

Main Street			
Project number	2015.16	P-1	
Date	07/18/20	Author	
Drawn by		Checker	
Checked by		Scale	



The Avery Hotel - Main Street Sidewalk View

The Avery 1010 Main Street, Boise, ID 83702		Main Street Sidewalk	
G T Y Studio PLLC ARCHITECTURE PLANNING DESIGN ART		Project number	2015.16
		Date	07/18/20
		Drawn by	Author
		Checked by	Checker
		Scale	

OFC 208.345.2125 220 N. 10TH ST. BOISE, ID 83702

G|T|Y Studio PLLC

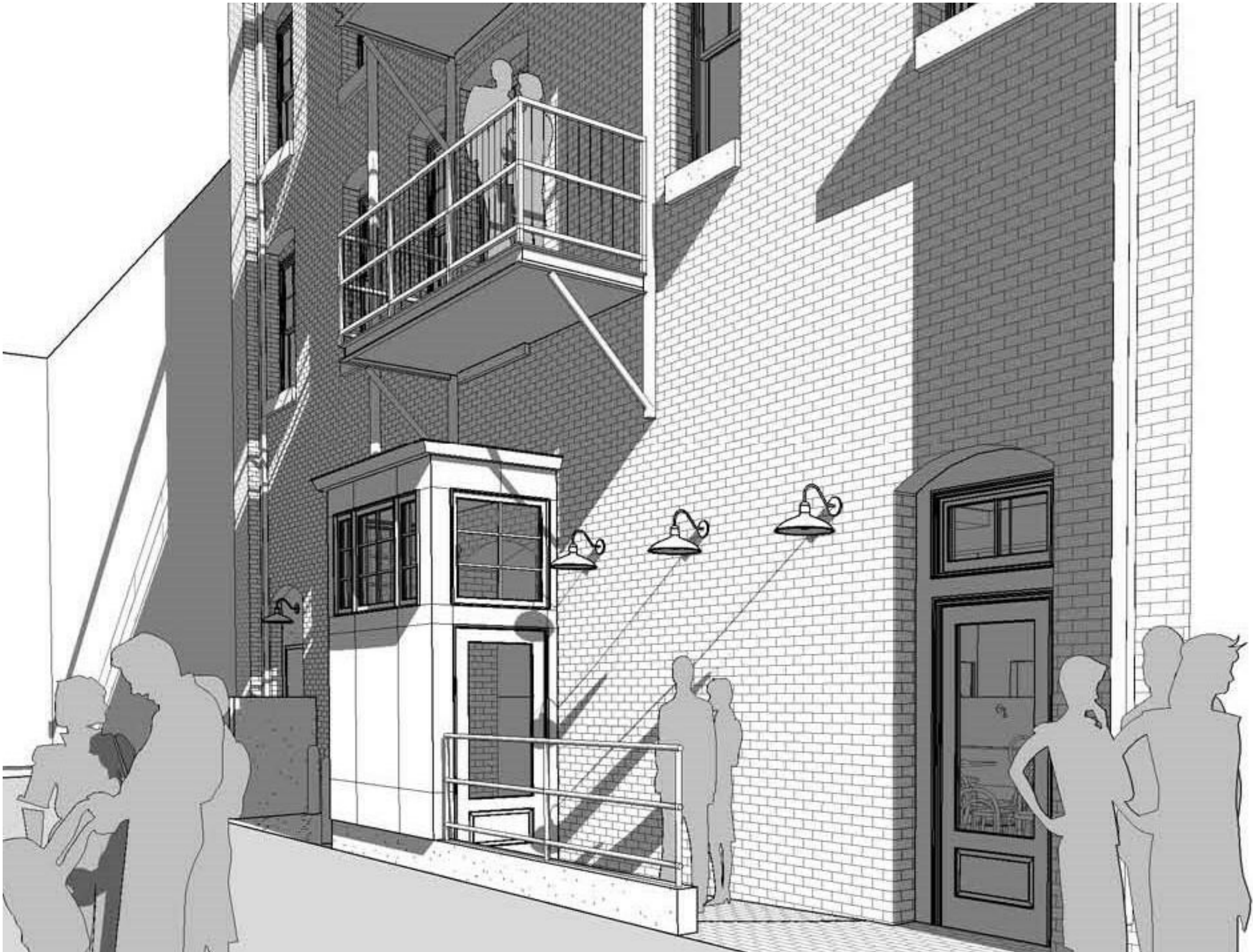
ARCHITECTURE PLANNING DESIGN ART

P-2



The Avery Hotel - Alley

<div>The Avery</div> <div>1010 Main Street, Boise, ID 83702</div>	Alley		
	Project number	2015.16	P-3
	Date	07/18/20	
	Drawn by	Author	
<div>G T Y Studio PLLC</div> <div>ARCHITECTURE PLANNING DESIGN ART</div> <div>OFC 208.345.2125 220 N. 10TH ST. BOISE, ID 83702</div>	Checked by	Checker	Scale



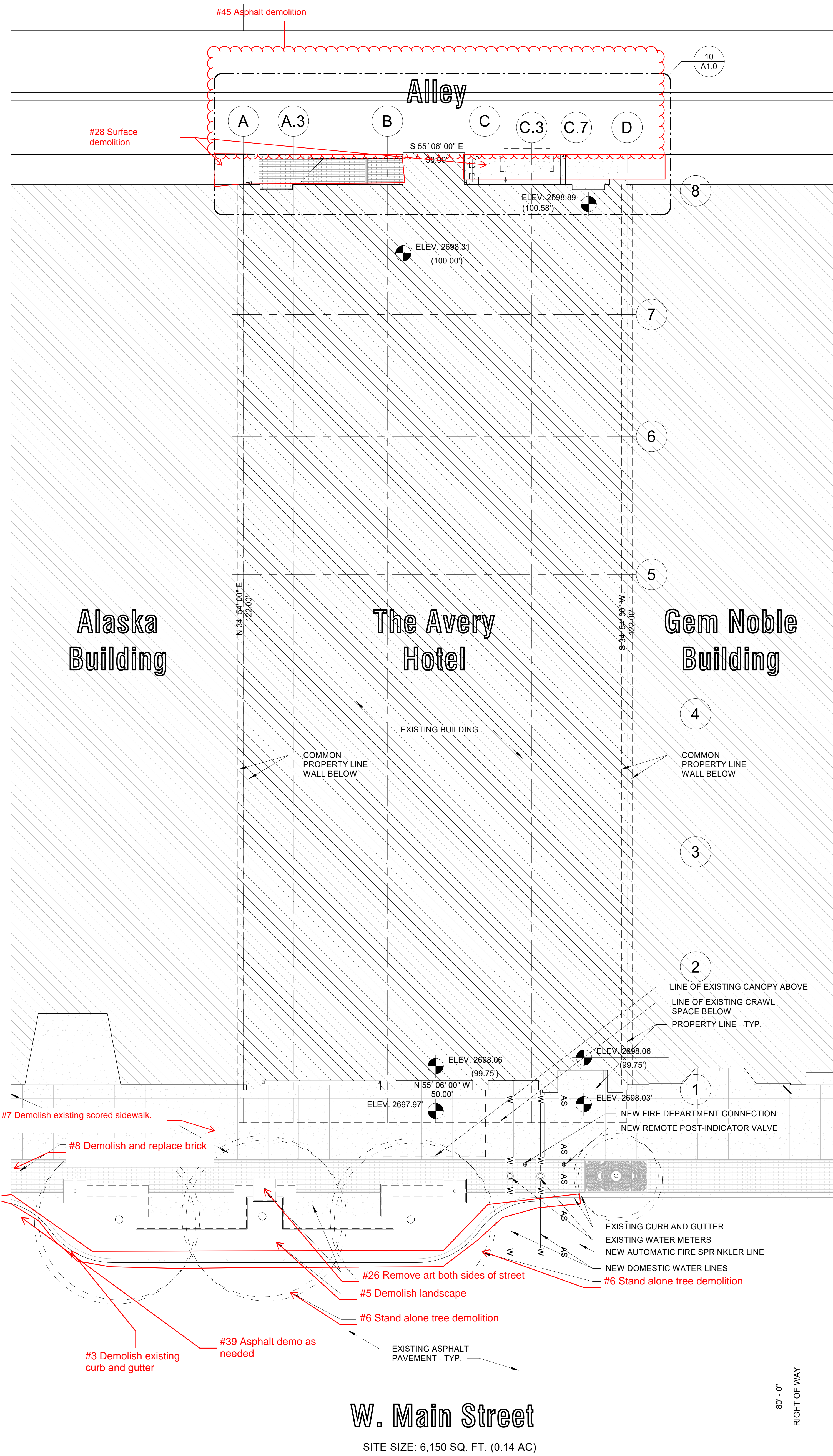
The Avery Hotel - Alley Entrance

The Avery		Alley Entrance	
1010 Main Street, Boise, ID 83702		Project number	2015.16
G T Y Studio PLLC		Date	07/18/20
ARCHITECTURE PLANNING DESIGN ART		Drawn by	Author
		Checked by	Checker
		Scale	
		P-4	

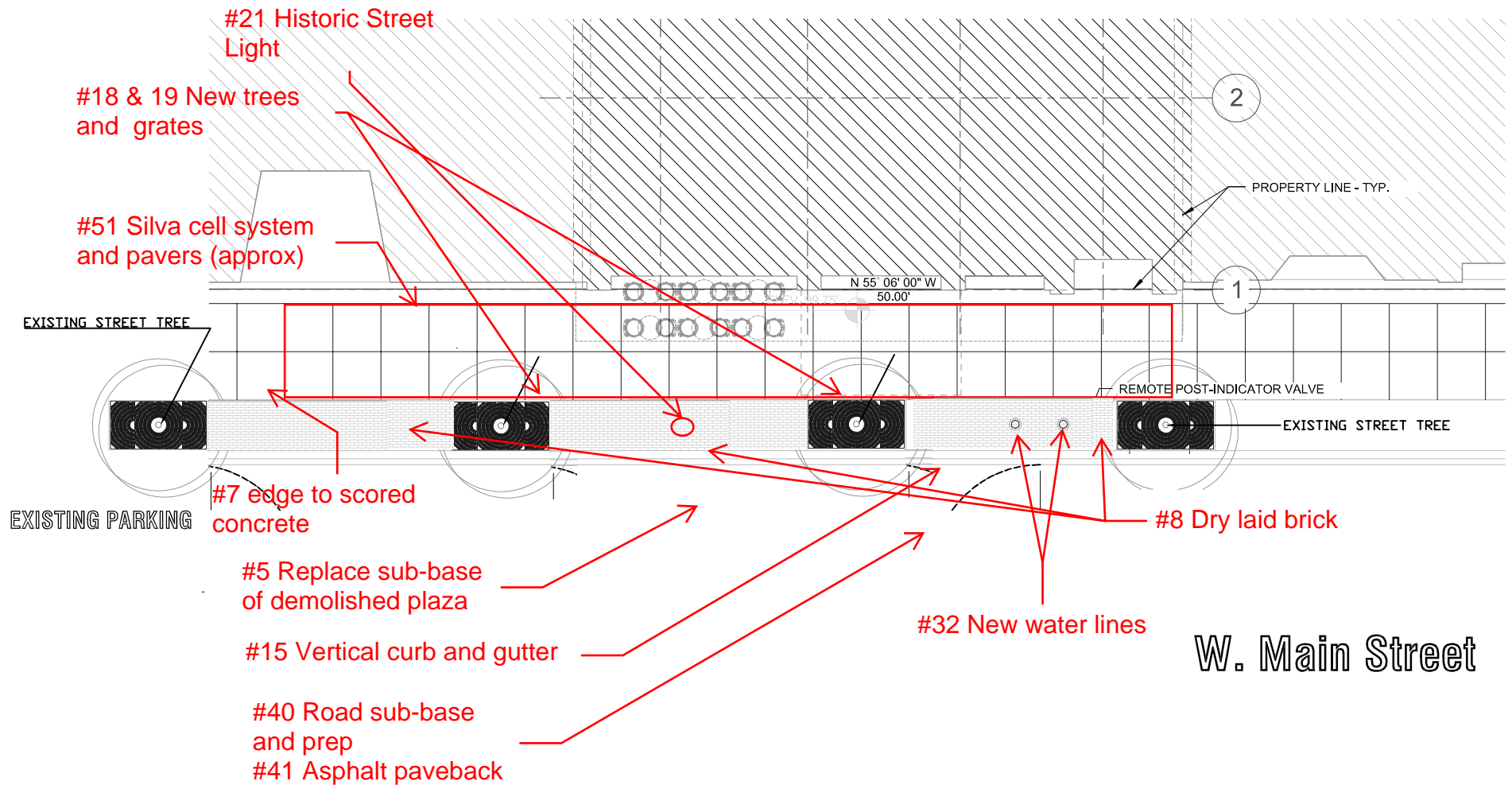
OFC 208.345.2125 220 N. 10TH ST. BOISE, ID 83702

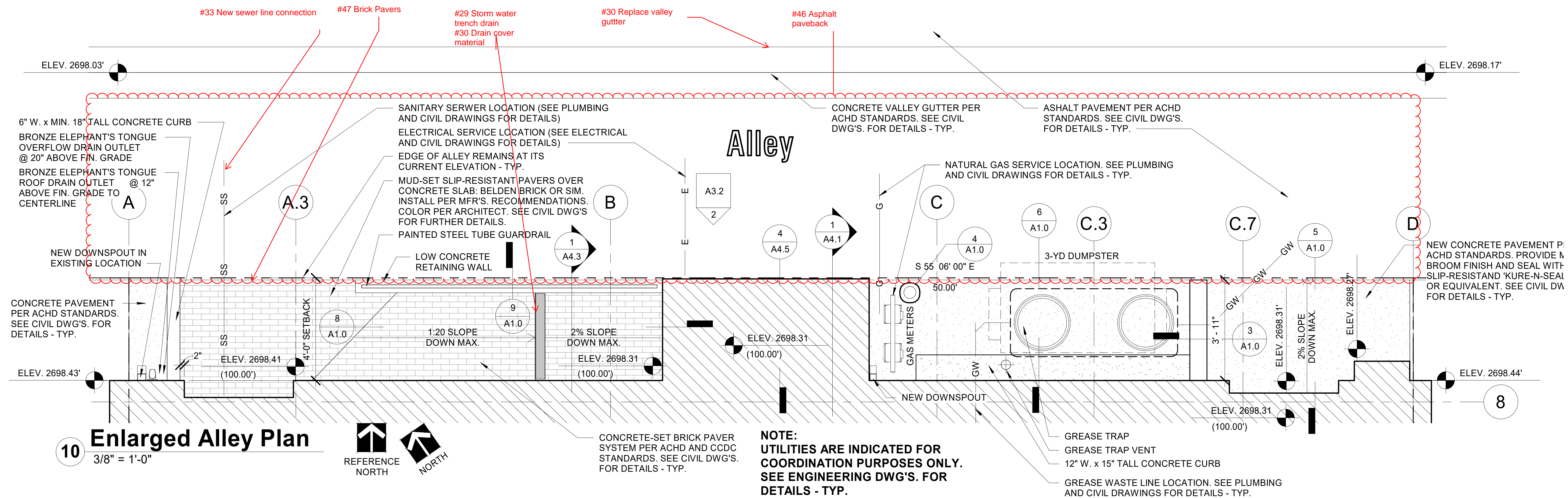
Exhibit C: Public Improvement Plans

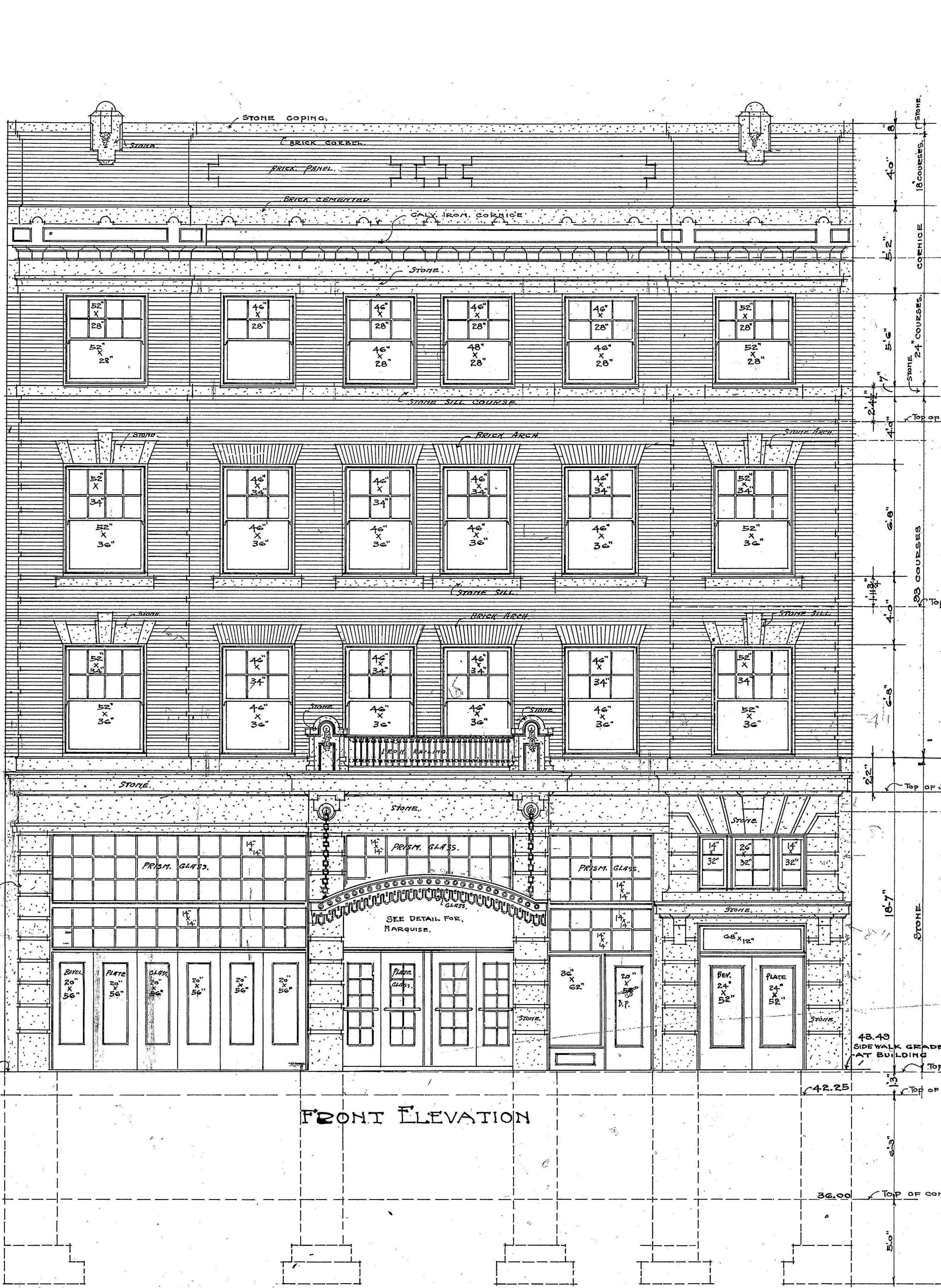
[Exhibit appears on the following page.]



PER
: MED
TH BASF
AL 30'
JWG'S.







CLEAN EXISTING WHITE PORTLAND CEMENT OVER BRICK PER GSA 451008S "OVERVIEW OF MASONRY CLEANING TECHNOLOGIES" (AND ADDITIONAL TECHNICAL DOCUMENTS) AT: <https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-policy-tools-resources/technical-documents>. STARTING WITH MOST GENTLE METHOD OF CLEANING, PERFORM TEST PATCH ON SMALL, UNOBTRUSIVE AREA OF WALL. FOR SYSTEM COMPATIBILITY (ALLOW TO WEATHER AT LEAST TWO MONTHS PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA). ALSO TEST ADJACENT DISSIMILAR SURFACES FOR POTENTIAL DELETERIOUS EFFECTS FROM BRICK CLEANING METHOD PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA.

PREP, CLEAN AND PAINT STEEL SHEET METAL CORNICES PER GSA 990008G "SURFACE PREPARATION GUIDELINES FOR BRICK, METAL, WOOD AND PLASTER" AND GSA 501013G "PRIMERS AND PAINTS FOR WROUGHT IRON, CAST IRON AND STEEL". COLOR MATCH PAINT TO ORIGINAL COLOR. RESTORE AS NECESSARY - TYP.

PATCH CRACKS IN BRICK MASONRY AS NEEDED PER GSA 421103S "PATCHING CRACKS IN BRICK MASONRY" AND REPOINT BRICK MORTAR JOINTS AS NEEDED PER GSA 410003G "PREPARE LIME MORTAR FOR REPOINTING MASONRY".

REMOVE AND REPLACE DETERIORATED BRICKS AS NEEDED PER GSA 421102S "REMOVING AND REPLACING DETERIORATED BRICK MASONRY".

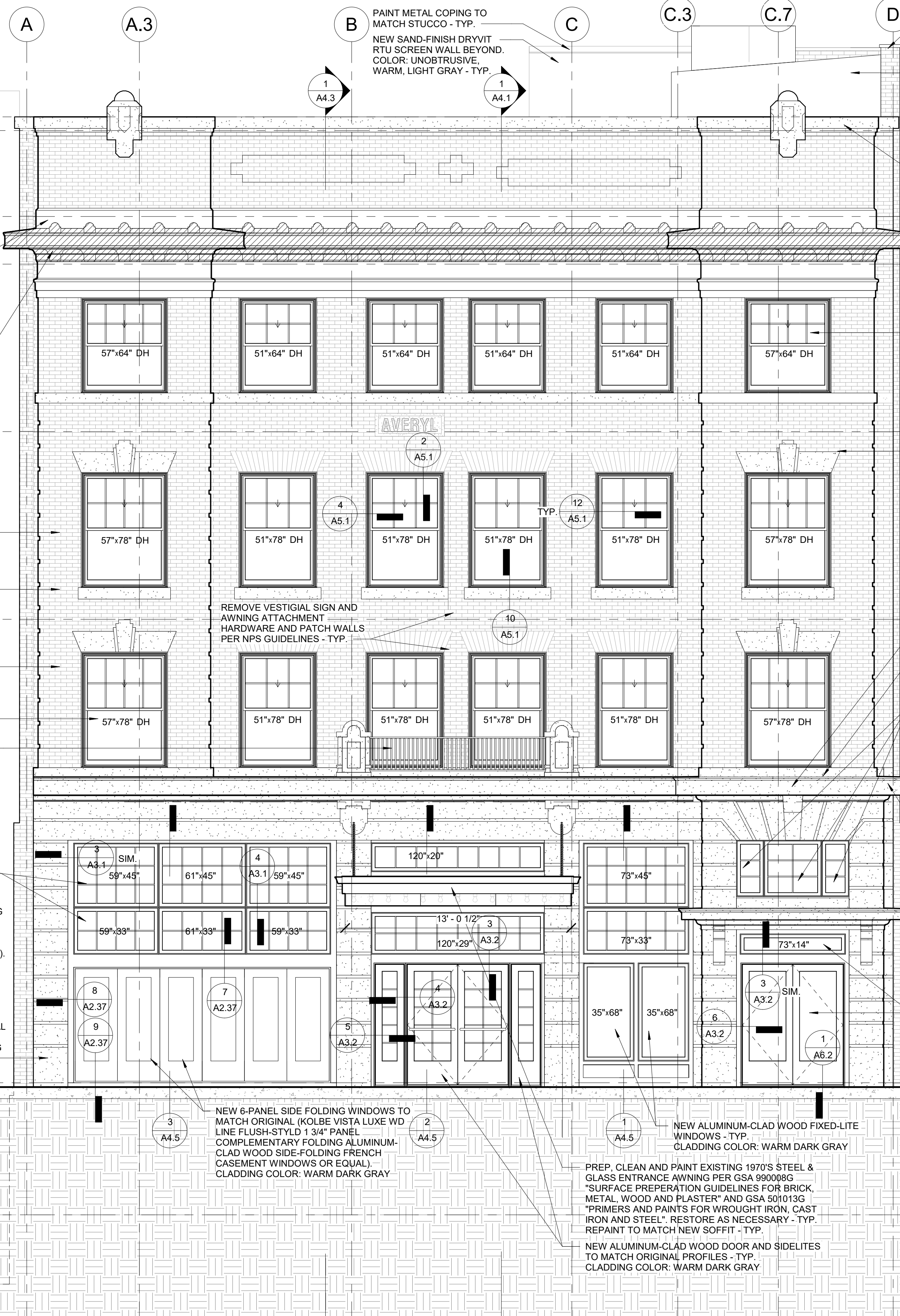
FOLLOW GSA 421109G "GUIDELINES FOR EVALUATING THE CONDITION OF BRICK MASONRY AND MORTAR" IN REPAIR AND RESTORATION OF ALL BRICK WALLS.

NEW ALUMINUM-CLAD WOOD WINDOWS AND DOORS TO MATCH ORIGINAL - TYP. SEE NOTES THIS SHEET FOR MORE DETAILS. CLADDING COLOR: WARM OFF-WHITE.

PREP, CLEAN AND PAINT EXISTING WROUGHT IRON BALCONETTE RAIL PER GSA 990008G "SURFACE PREPARATION GUIDELINES FOR BRICK, METAL, WOOD AND PLASTER" AND GSA 501013G "PRIMERS AND PAINTS FOR WROUGHT IRON, CAST IRON AND STEEL". COLOR MATCH PAINT TO ORIGINAL COLOR. RESTORE AS NECESSARY - TYP.

NEW ALUMINUM-CLAD WOOD WINDOWS TO MATCH ORIGINAL PROFILES - TYP. SEE NOTES THIS SHEET FOR MORE DETAILS. CLADDING COLOR: WARM DARK GRAY.

CLEAN EXISTING WHITE PORTLAND CEMENT "RAKED PLASTER" FINISH OVER SANDSTONE PER GSA 451008S "OVERVIEW OF MASONRY CLEANING TECHNOLOGIES" (AND ADDITIONAL TECHNICAL DOCUMENTS) AT: <https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-policy-tools-resources/technical-documents>. STARTING WITH MOST GENTLE METHOD OF CLEANING, PERFORM TEST PATCH ON SMALL, UNOBTRUSIVE AREA OF WALL. FOR SYSTEM COMPATIBILITY (ALLOW TO WEATHER AT LEAST TWO MONTHS PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA). ALSO TEST ADJACENT DISSIMILAR SURFACES FOR POTENTIAL DELETERIOUS EFFECTS FROM BRICK CLEANING METHOD PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA.



RESTORE GROUT-CAP @ BRICK TOP COURSE - TYP.
High Parapet 159' - 9"
NEW GRAY TPO ROOFING @ EXISTING ELEVATOR PENTHOUSE
Parapet 155' - 9"
High Roof 154' - 11 1/2"
REPOINT SANDSTONE MORTAR JOINTS AS NEEDED PER GSA 04211-07
Low Roof 150' - 0"
Level 4 Ceiling 147' - 3"

NEW ALUMINUM CLAD WOOD WINDOWS AT UPPER FLOORS TO MATCH ORIGINAL - PROFILES - TYP. SEE NOTES THIS SHEET FOR MORE DETAILS (U=0.5 MIN.) CLADDING COLOR: WARM OFF-WHITE

Level 4 Floor 137' - 7"
CLEAN BRICK PER GSA 451008S "OVERVIEW OF MASONRY CLEANING TECHNOLOGIES" AND 421104S "GENERAL CLEANING OF EXTERIOR BRICK MASONRY" (AND ADDITIONAL TECHNICAL DOCUMENTS) AT: <https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-policy-tools-resources/technical-documents>. STARTING WITH MOST GENTLE METHOD OF CLEANING, PERFORM TEST PATCH ON SMALL, UNOBTRUSIVE AREA OF WALL. FOR SYSTEM COMPATIBILITY (ALLOW TO WEATHER AT LEAST TWO MONTHS PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA). ALSO TEST ADJACENT DISSIMILAR SURFACES FOR POTENTIAL DELETERIOUS EFFECTS FROM BRICK CLEANING METHOD PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA.

Level 3 Floor 128' - 9"
REPOINT SANDSTONE MORTAR JOINTS AS NEEDED PER GSA 447006S "REPOINTING SANDSTONE". PROVIDE NEW LEAD STONE FLASHING AT TOP OF SANDSTONE WATER TABLE JOINTS PER GSA 765601S "INSTALLING LEAD STONE FLASHING TO PROTECT MASONRY JOINTS". EXISTING WINDOWS TO REMAIN (THIS OPENING ONLY). PREP WINDOW EXTERIOR PER GSA 630002S "SURFACE PREPARATION FOR PAINTING WOOD" AND PAINT TO MATCH NEW WINDOW CLADDING COLOR PER GSA 990007S "GENERAL GUIDELINES FOR PAINTING EXTERIOR AND INTERIOR SURFACES". SEE NOTES THIS SHEET FOR MORE DETAILS.

Level 2 Floor 116' - 2 1/2"
CLEAN ALL SANDSTONE PER GSA 451008S "OVERVIEW OF MASONRY CLEANING TECHNOLOGIES" (AND ADDITIONAL TECHNICAL DOCUMENTS) AT: <https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-policy-tools-resources/technical-documents>. STARTING WITH MOST GENTLE METHOD OF CLEANING, PERFORM TEST PATCH ON SMALL, UNOBTRUSIVE AREA OF WALL. FOR SYSTEM COMPATIBILITY (ALLOW TO WEATHER AT LEAST TWO MONTHS PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA). ALSO TEST ADJACENT DISSIMILAR SURFACES FOR POTENTIAL DELETERIOUS EFFECTS FROM BRICK CLEANING METHOD PRIOR TO PROCEEDING WITH CLEANING OF ENTIRE AREA.

Level 1 Floor 100' - 0"
NEW ALUMINUM-CLAD WOOD DOOR AND TRANSOM - TYP. CLADDING COLOR: WARM DARK GRAY
Entrance Floor 99' - 9"

Crawl Space 92' - 4 1/2"

Low Footing 86' - 4 1/2"

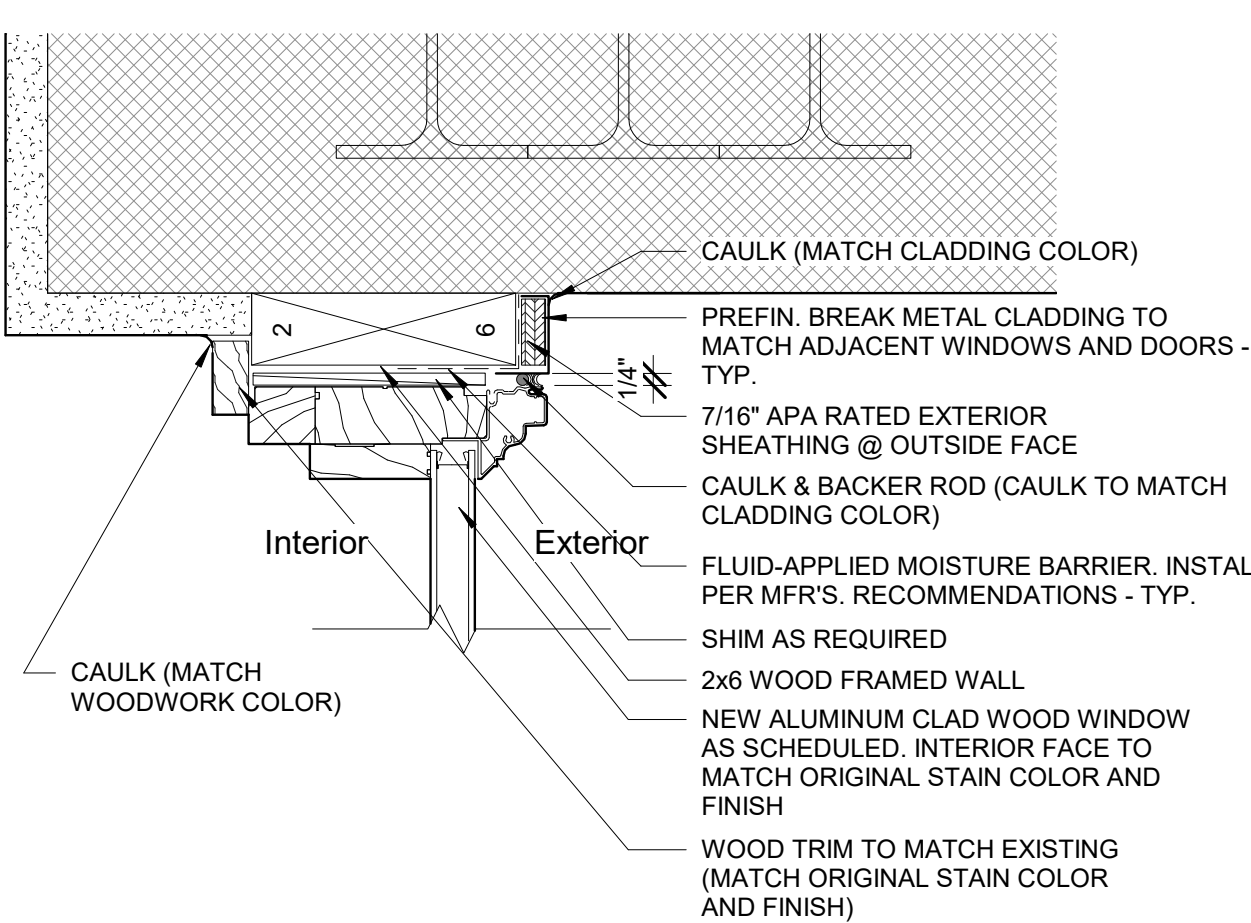
1 Historic Blueprints South Elevation
1/2" = 1'-0"
1/4" = 1'-0"

THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL NATIONAL PARKS SERVICE TECHNICAL PRESERVATION SERVICES PRESERVATION BRIEFS (AT <https://www.nps.gov/tps/how-to-preserve/briefs.htm>) AND SPECIFICALLY THE FOLLOWING BRIEFS:
NO. 1 "ASSESSING CLEANING AND WATER-REPELLENT TREATMENTS FOR HISTORIC MASONRY BUILDINGS" ON

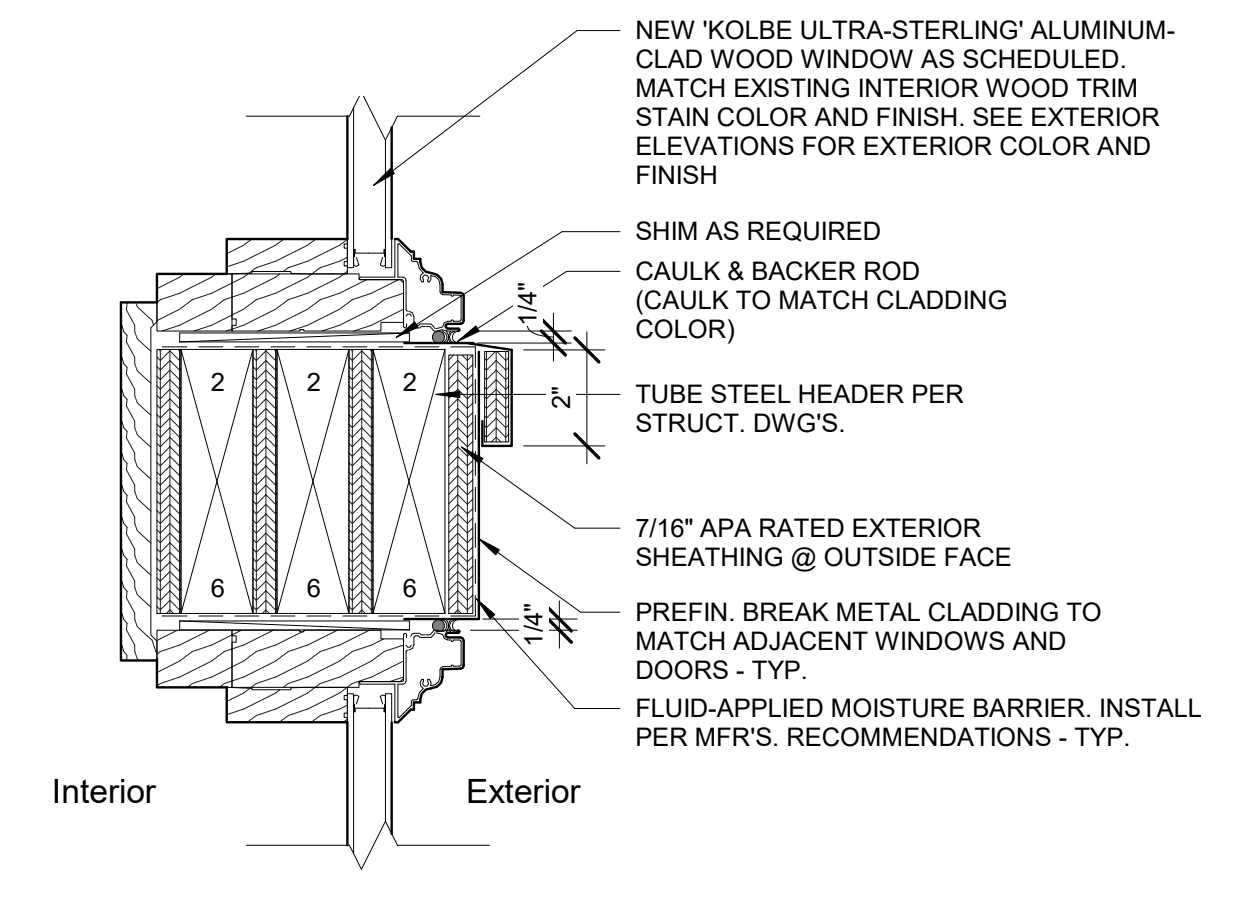
ALL MASONRY REPAIR AND CLEANING OF SOUTH, EAST AND WEST FACADES OF THE BUILDING. NO. 2 "REPOINTING MORTAR JOINTS IN HISTORIC MASONRY BUILDINGS" ON ALL MASONRY REPAIR / RESTORATION OF THIS BUILDING. NO. 9 "THE REPAIR OF HISTORIC WOODEN WINDOWS" NO. 21 "REPAIRING HISTORIC FLAT PLASTER WALLS AND CEILINGS"

NO. 23 "PRESERVING HISTORIC ORNAMENTAL PLASTER" NO. 37 "APPROPRIATE METHODS OF REDUCING LEAD-PAINT HAZARDS IN HISTORIC HOUSING" NO. 40 "PRESERVING HISTORIC CERAMIC TILE FLOORS"

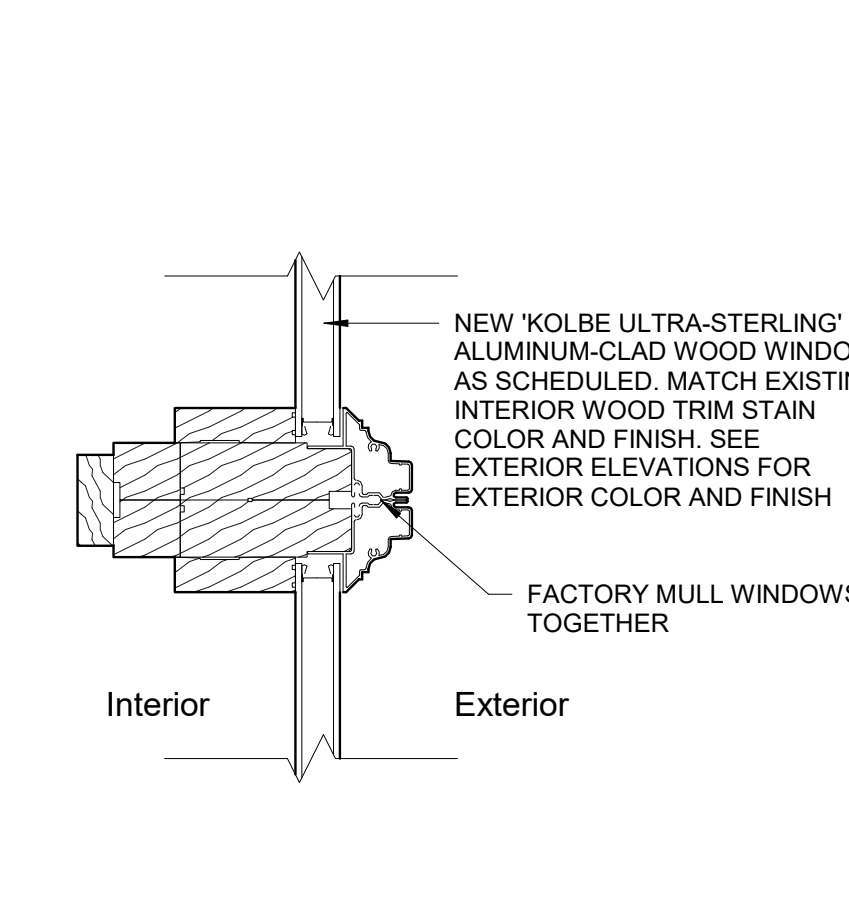
2 South Elevation
1/4" = 1'-0"



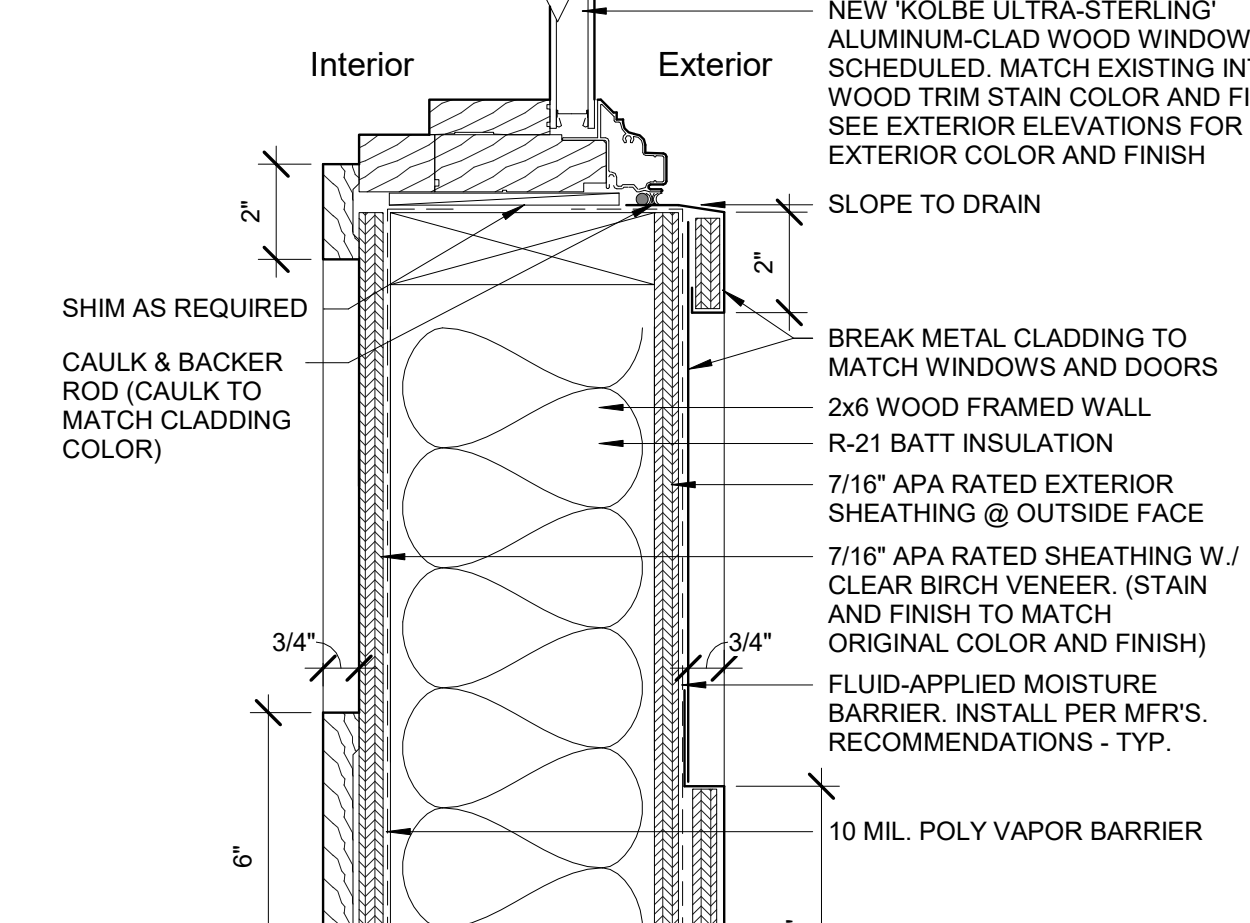
3 Storefront Window Head (jamb sim.)
3" = 1'-0"



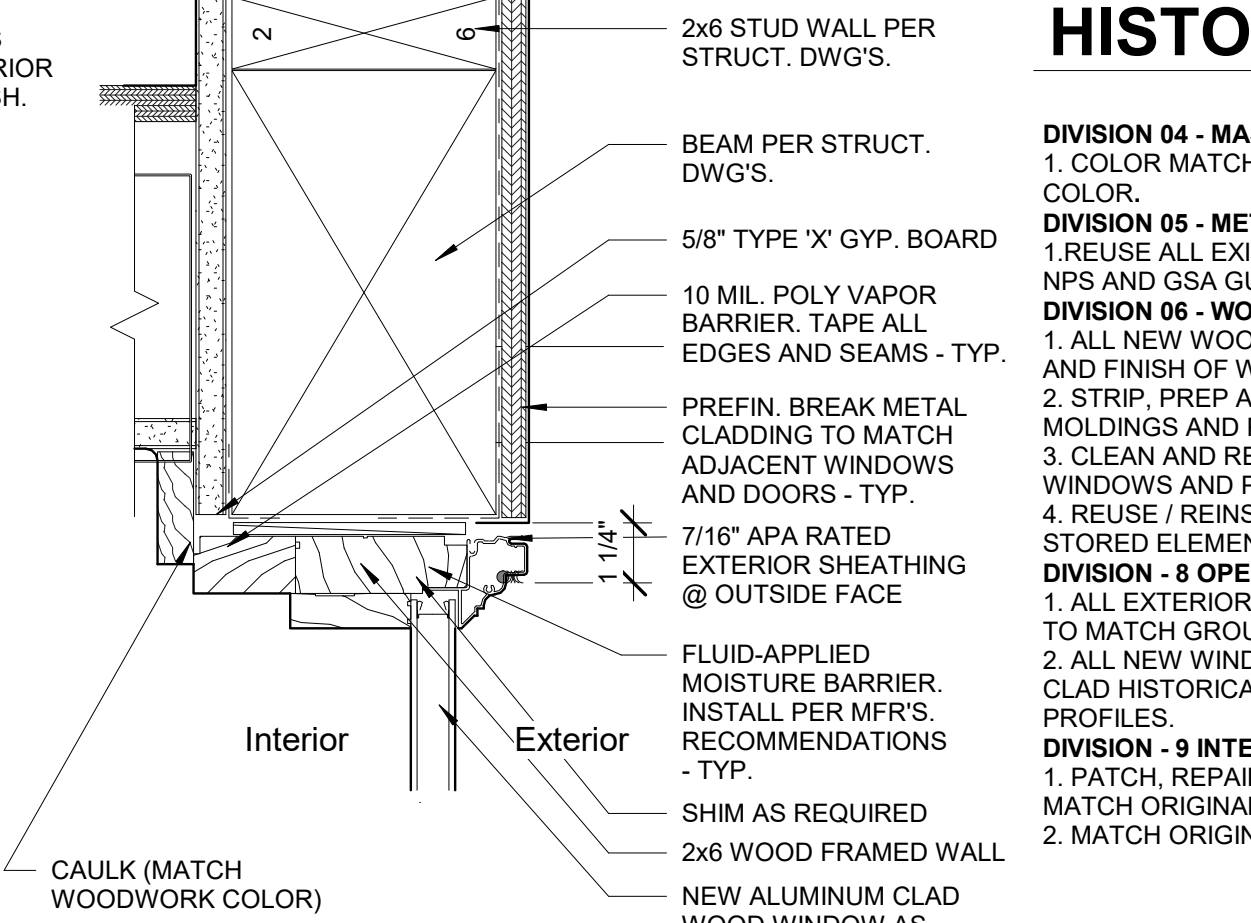
4 Storefront Window Head/Transom Sill
3" = 1'-0"



5 Storefront Window Mull
3" = 1'-0"



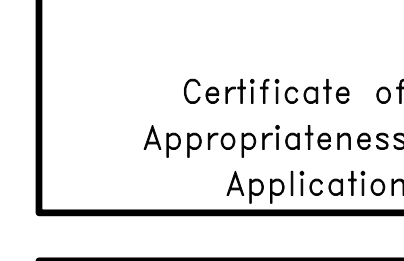
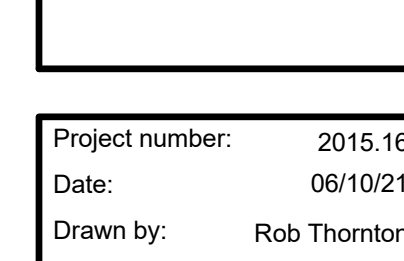
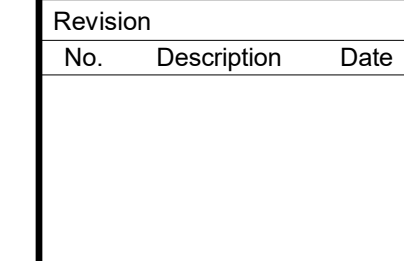
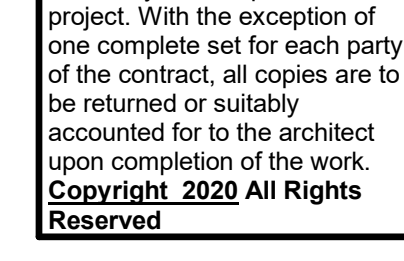
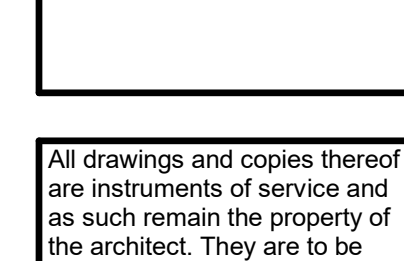
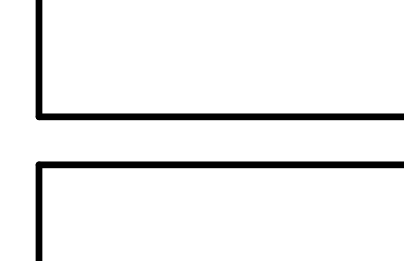
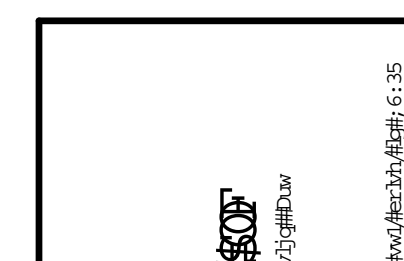
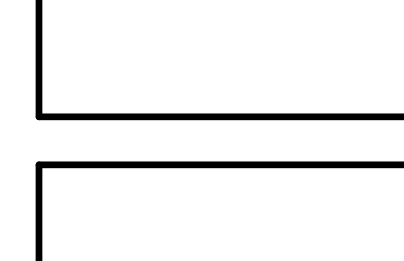
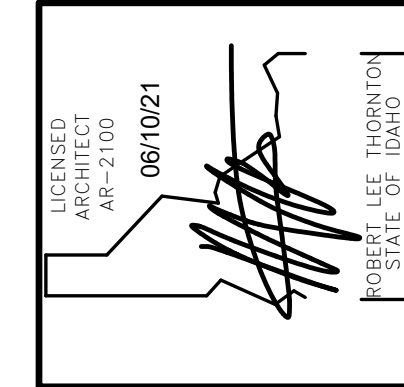
6 Storefront Window Sill
3" = 1'-0"

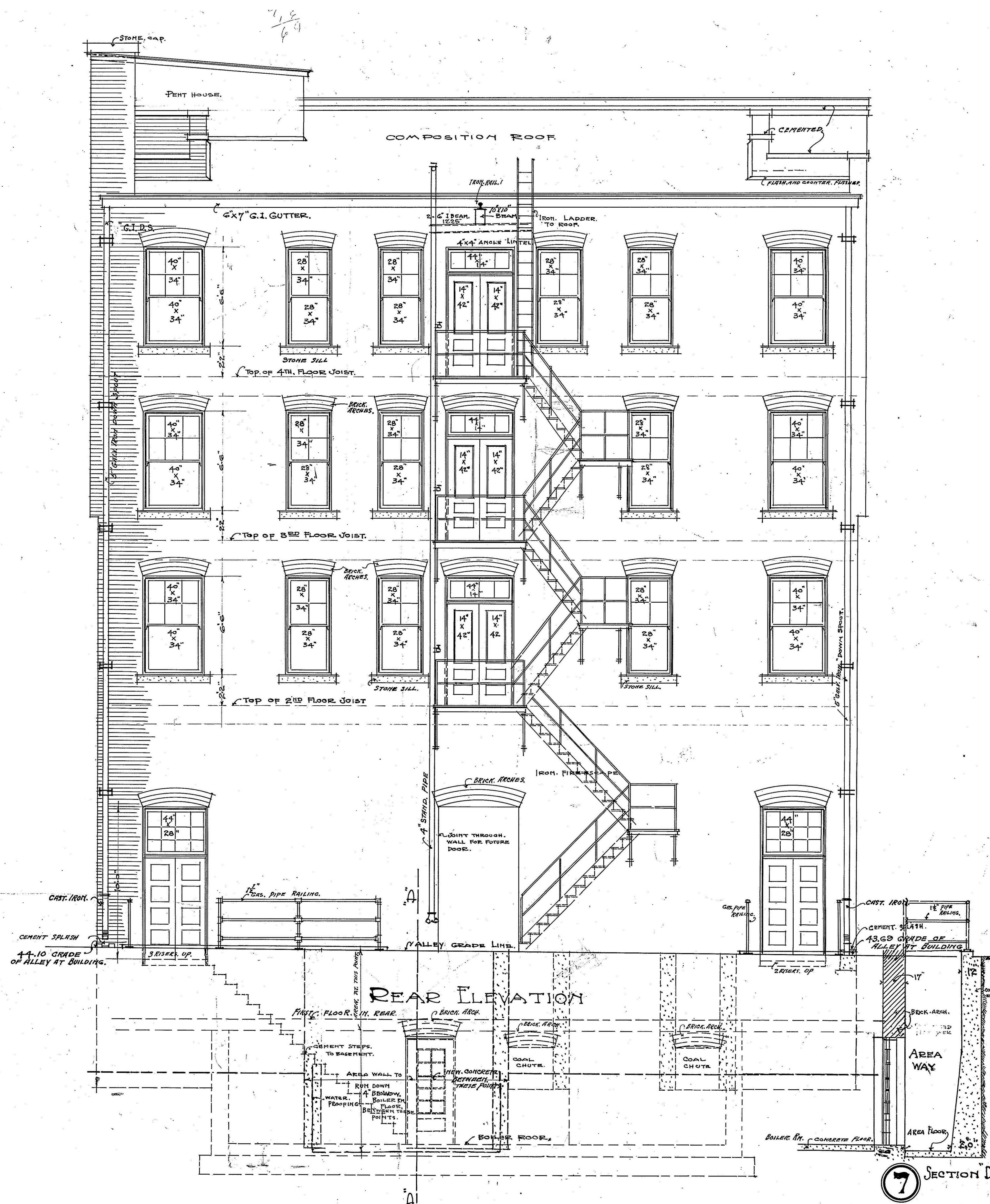


7 Storefront Head @ Entry
3" = 1'-0"

HISTORIC RESTORATION NOTES

- DIVISION 04 - MASONRY**
1. COLOR MATCH BRICK PAINT AT NORTH (ALLEY) ELEVATION TO ORIGINAL BRICK COLOR.
- DIVISION 05 - METALS**
1. REUSE ALL EXISTING FINISH HARDWARE WHERE POSSIBLE. RESTORE FINISHES PER NPS AND GSA GUIDELINES.
- DIVISION 06 - WOOD AND PLASTICS**
1. ALL NEW WOOD TRIMS AND PANELING TO MATCH EXISTING STAIN AND/OR COLOR AND FINISH OF WALL PANELING FRAGMENT @ GROUND FLOOR STAIR LANDING.
2. STRIP, PREP AND RESTORE FINISH AT ALL ORIGINAL OVER-PAINTED TRIMS, MOLDINGS AND PANELING PER NPS AND GSA GUIDELINES - TYP.
3. CLEAN AND RESTORE FINISH AT ALL EXISTING TRIMS, MOLDINGS, DOORS, WINDOWS AND PANELING PER NPS AND GSA GUIDELINES - TYP.
4. REUSE / REINSTALL EXISTING TRIMS, WOODWORK, MATERIALS AND OTHER STORED ELEMENTS WHERE POSSIBLE - TYP.
- DIVISION - 8 OPENINGS**
1. ALL EXTERIOR FACES OF EXISTING GROUND FLOOR WINDOWS SHALL BE PAINTED TO MATCH GROUND FLOOR DOOR @ WINDOW METAL FRAMES
2. ALL NEW WINDOWS AND DOORS SHALL BE KOLBE "ULTRA" SERIES ALUMINUM-CLAD HISTORICAL REPLACEMENT WINDOWS TO MATCH ORIGINAL BUILDING PROFILES.
DIVISION - 9 INTERIOR FINISHES
1. PATCH, REPAIR AND SKIM COAT EXISTING LATH & PLASTER WALLS AS REQUIRED. MATCH ORIGINAL FINISH.
2. MATCH ORIGINAL LATH & PLASTER WALL FINISH AT ALL NEW GYP. BOARD WALLS.





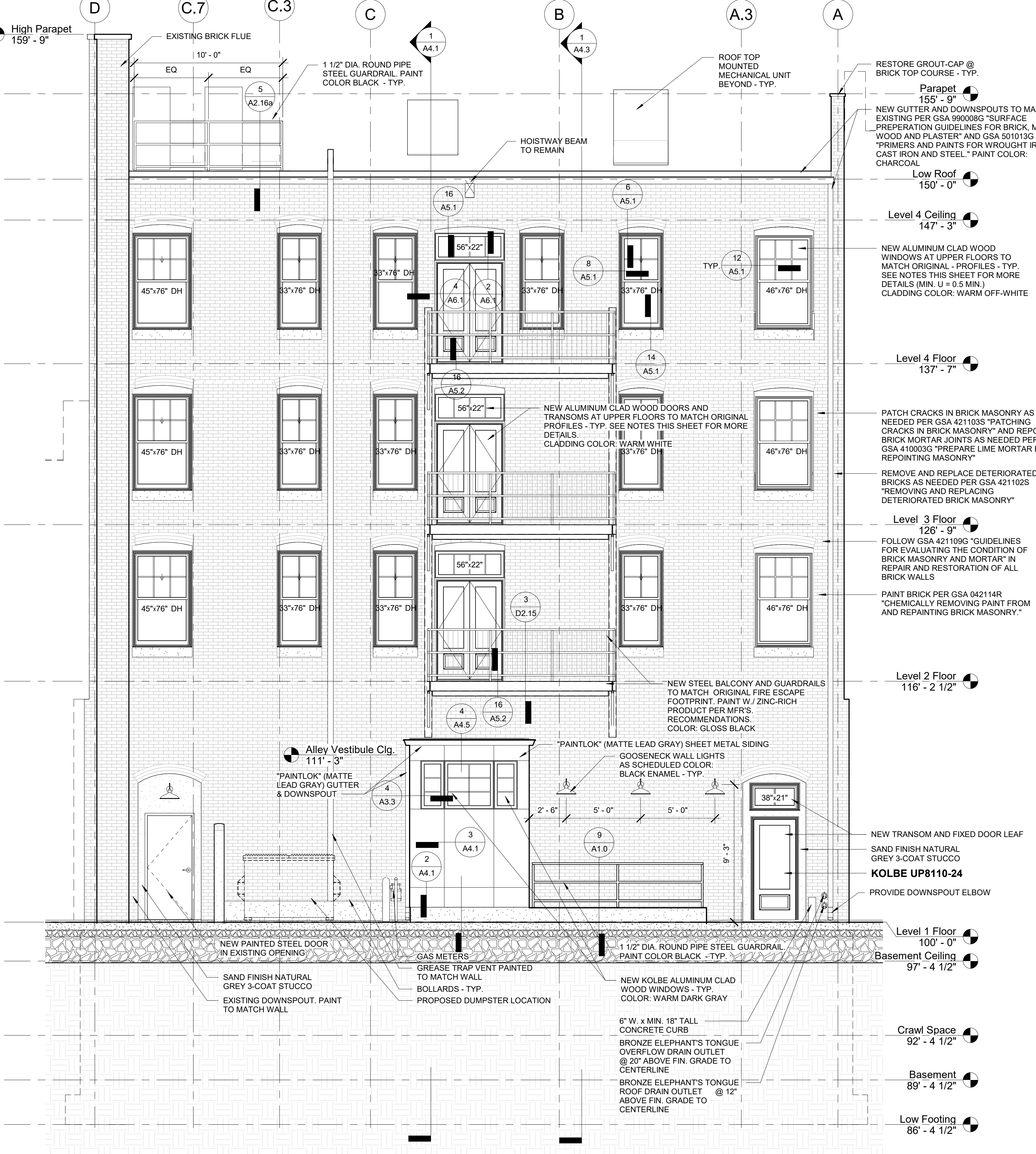
1 Historic Blueprints North Elevation
12" = 1'-0"

THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL NATIONAL PARKS SERVICE TECHNICAL PRESERVATION SERVICES PRESERVATION BRIEFS (AT <https://www.nps.gov/tps/how-to-preserve/briefs.htm>) AND SPECIFICALLY THE FOLLOWING BRIEFS:
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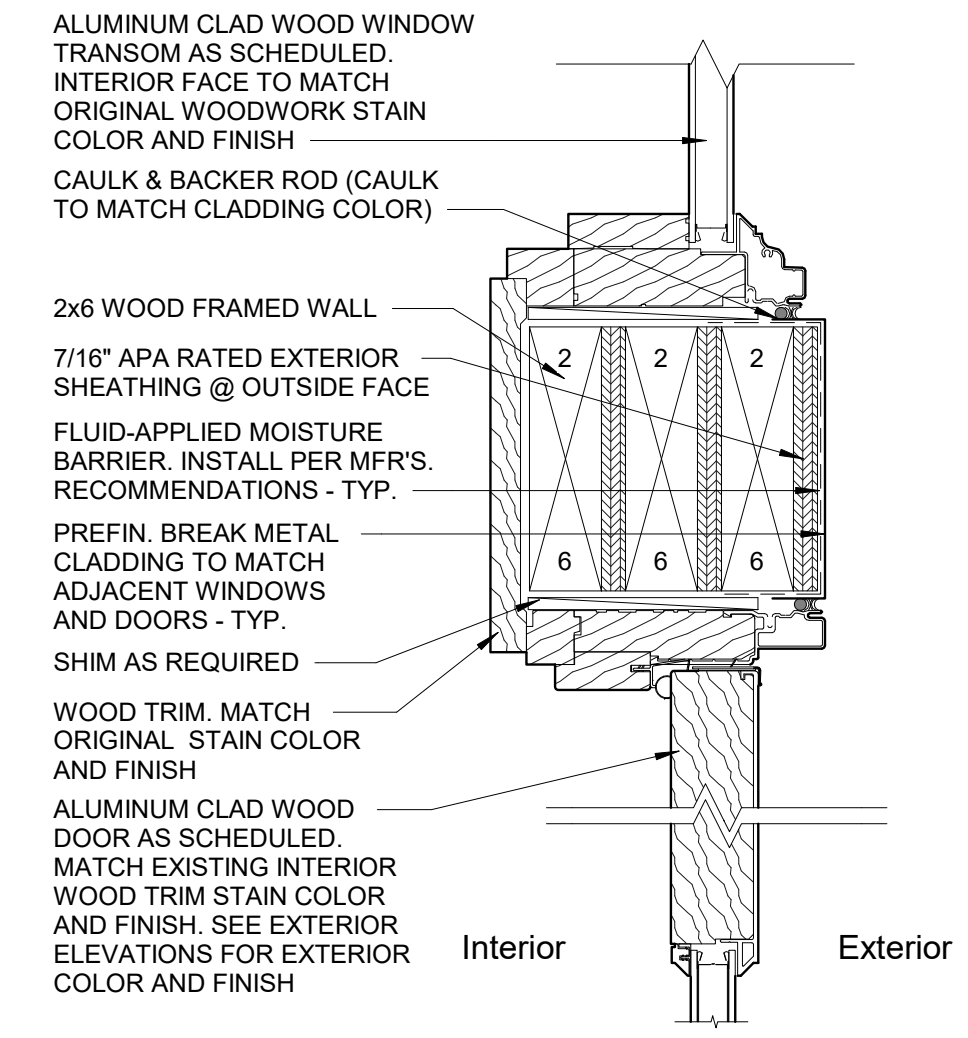
ALL MASONRY REPAIR AND CLEANING OF SOUTH, EAST AND WEST FACADES OF THE BUILDING. NO. 2 "REPOINTING MORTAR JOINTS IN HISTORIC MASONRY BUILDINGS" ON ALL MASONRY REPAIR / RESTORATION OF THIS BUILDING. NO. 9 "THE REPAIR OF HISTORIC WOODEN WINDOWS" NO. 21 "REPAIRING HISTORIC FLAT PLASTER WALLS AND CEILINGS"

NO. 23 "PRESERVING HISTORIC ORNAMENTAL PLASTER" NO. 37 "APPROPRIATE METHODS OF REDUCING LEAD-PAINT HAZARDS IN HISTORIC HOUSING" NO. 40 "PRESERVING HISTORIC CERAMIC TILE FLOORS"

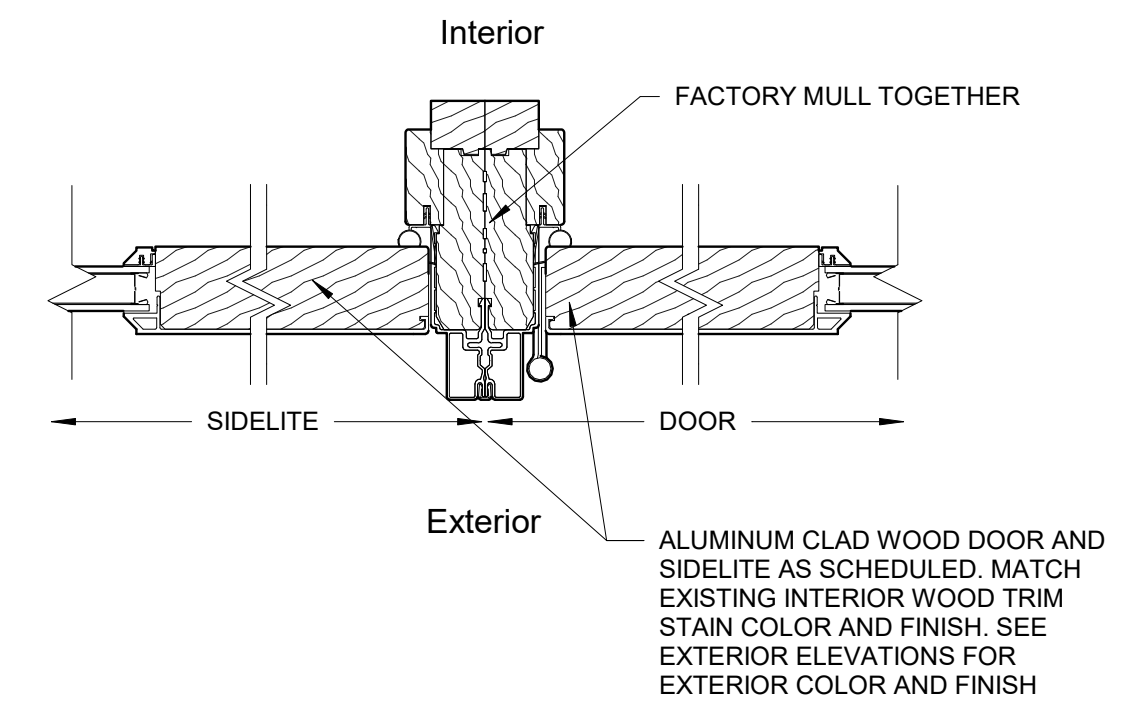
2 North Elevation
1/4" = 1'-0"



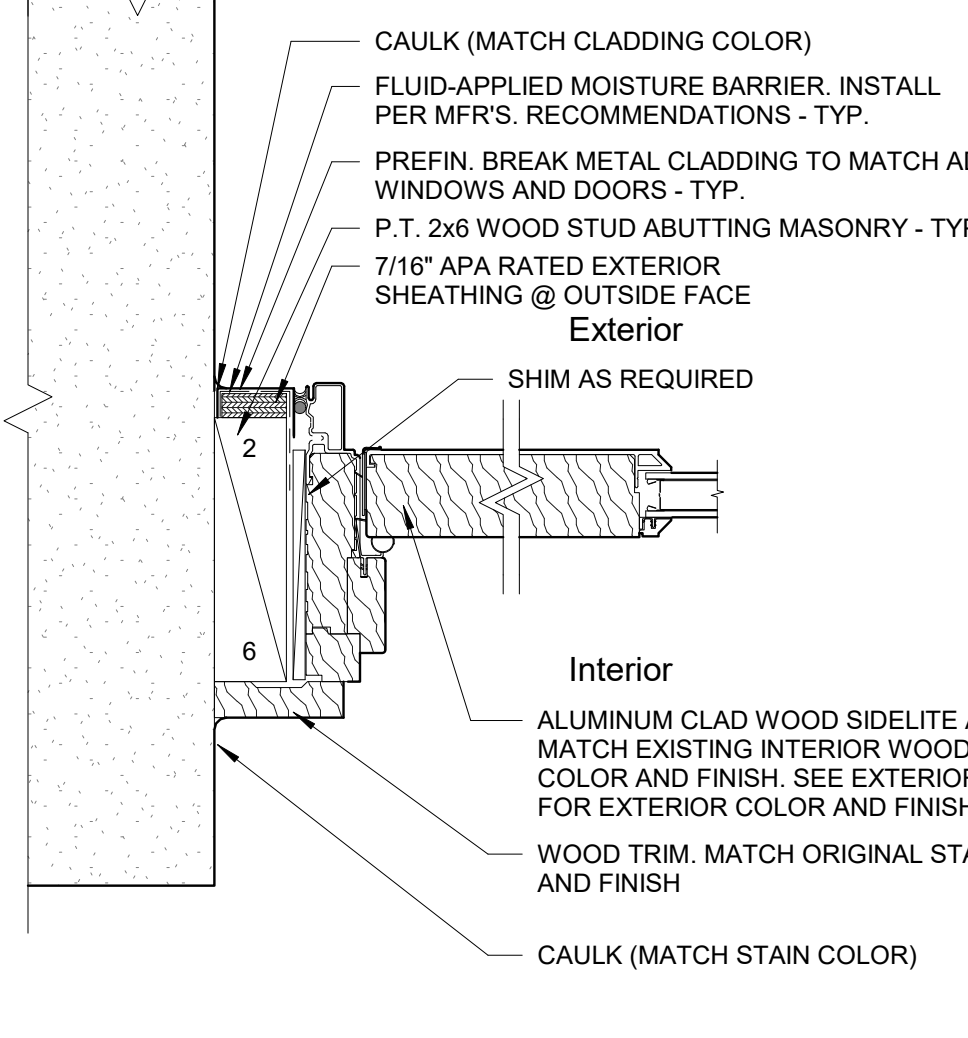
- RESTORE GROUT-CAP @ BRICK TOP COURSE - TYP.
- Parapet 155' - 9"
- NEW GUTTER AND DOWNSPOUTS TO MATCH EXISTING PER GSA 98003G "SURFACE PREPARATION GUIDELINES FOR BRICK, METAL, WOOD AND PLASTER" AND GSA 501013G "PRIMERS AND PAINTS FOR WROUGHT IRON, CAST IRON AND STEEL - PAINT COLOR: CHARCOAL"
- Low Roof 150' - 0"
- Level 4 Ceiling 147' - 3"
- NEW ALUMINUM CLAD WOOD WINDOWS AT UPPER FLOORS TO MATCH ORIGINAL - PROFILES - TYP. SEE NOTES THIS SHEET FOR MORE DETAILS (MIN. U = 0.5 MIN.) CLADDING COLOR: WARM OFF-WHITE
- Level 4 Floor 137' - 7"
- PATCH CRACKS IN BRICK MASONRY AS NEEDED PER GSA 421103S "PATCHING CRACKS IN BRICK MASONRY" AND REPOINT BRICK MORTAR JOINTS AS NEEDED PER GSA 41003G "PREPARE LIME MORTAR FOR REPOINTING MASONRY"
- REMOVE AND REPLACE DETERIORATED BRICKS AS NEEDED PER GSA 421102S "REMOVING AND REPLACING DETERIORATED BRICK MASONRY"
- Level 3 Floor 126' - 9"
- FOLLOW GSA 421109G "GUIDELINES FOR EVALUATING THE CONDITION OF BRICK MASONRY AND MORTAR" IN REPAIR AND RESTORATION OF ALL BRICK WALLS
- PAINT BRICK PER GSA 042114R "CHEMICALLY REMOVING PAINT FROM AND REPAINTING BRICK MASONRY"
- Level 2 Floor 116' - 2 1/2"
- NEW STEEL BALCONY AND GUARDRAILS TO MATCH ORIGINAL FIRE ESCAPE FOOTPRINT. PAINT W / ZINC-RICH PRODUCT PER MFR'S RECOMMENDATIONS. COLOR: GLOSS BLACK
- GOOSENECK WALL LIGHTS AS SCHEDULED COLOR: BLACK ENAMEL - TYP.
- NEW TRANSOM AND FIXED DOOR LEAF
- SAND FINISH NATURAL GREY 3-COAT STUCCO
- KOLBE UP8110-24
- PROVIDE DOWNSPOUT ELBOW
- Level 1 Floor 100' - 0"
- Basement Ceiling 97' - 4 1/2"
- Crawl Space 92' - 4 1/2"
- Basement 89' - 4 1/2"
- Low Footing 86' - 4 1/2"



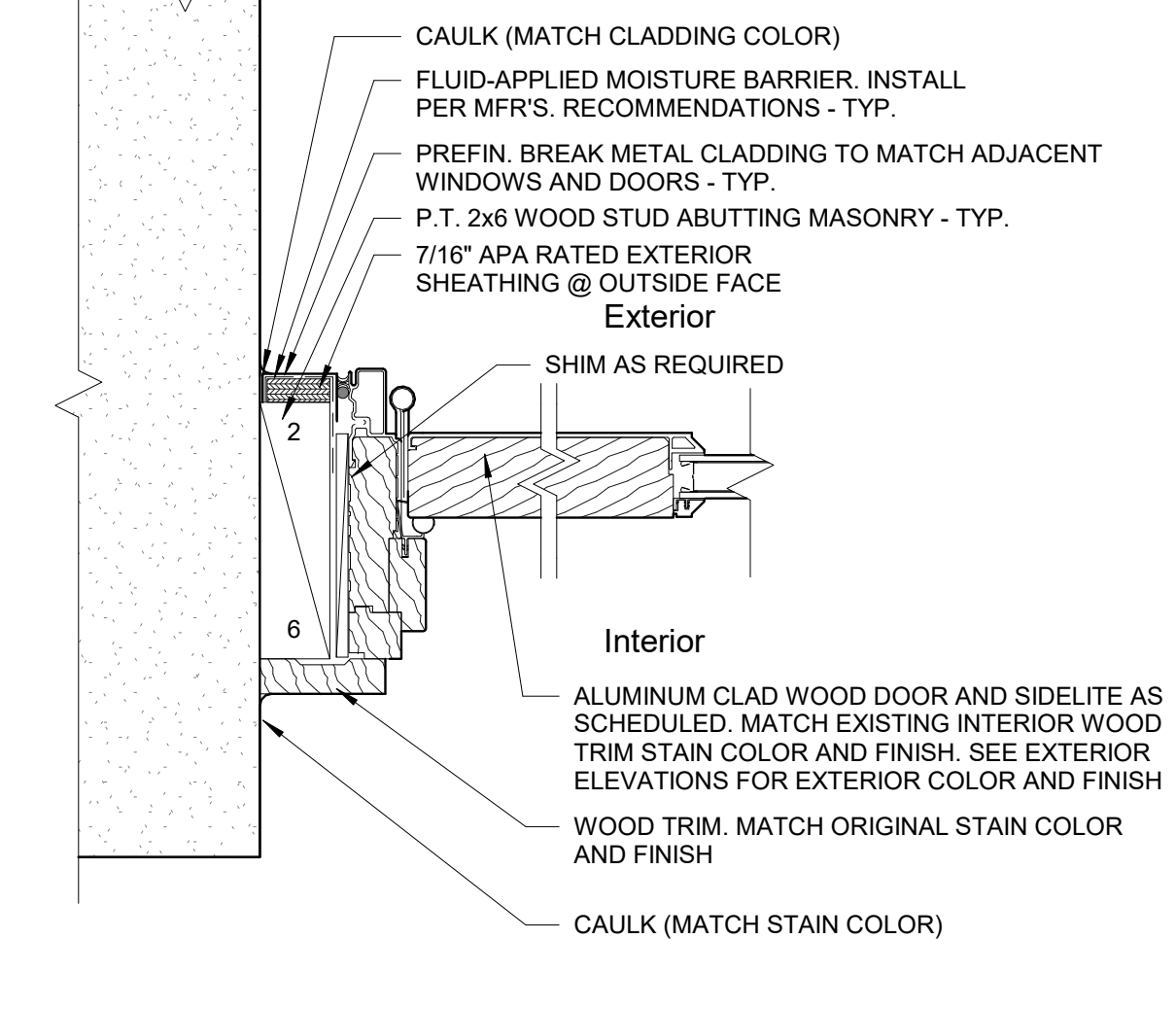
3 Entry Door Head / Transom Sill
3" = 1'-0"



4 Entry Door Jamb To Sidelite
3" = 1'-0"



5 Entry Sidelite Jamb
3" = 1'-0"



6 Entry Door Jamb
3" = 1'-0"

HISTORIC RESTORATION NOTES

- DIVISION 04 - MASONRY**
1. COLOR MATCH BRICK PAINT AT NORTH (ALLEY) ELEVATION TO ORIGINAL BRICK COLOR.
- DIVISION 05 - METALS**
1. REUSE ALL EXISTING FINISH HARDWARE WHERE POSSIBLE. RESTORE FINISHES PER NPS AND GSA GUIDELINES.
- DIVISION 06 - WOOD AND PLASTICS**
1. ALL NEW WOOD TRIMS AND PANELING TO MATCH EXISTING STAIN AND/OR COLOR AND FINISH OF WALL PANELING FRAGMENT @ GROUND FLOOR STAIR LANDING.
2. STRIP, PREP AND RESTORE FINISH AT ALL ORIGINAL OVER-PAINTED TRIMS, MOLDINGS AND PANELING PER NPS AND GSA GUIDELINES - TYP.
3. CLEAN AND RESTORE FINISH AT ALL EXISTING TRIMS, MOLDINGS, DOORS, WINDOWS AND PANELING PER NPS AND GSA GUIDELINES - TYP.
4. REUSE / REINSTALL EXISTING TRIMS, WOODWORK, MATERIALS AND OTHER STORED ELEMENTS WHERE POSSIBLE - TYP.
- DIVISION - 8 OPENINGS**
1. ALL EXTERIOR FACES OF EXISTING GROUND FLOOR WINDOWS SHALL BE PAINTED TO MATCH GROUND FLOOR DOOR @ WINDOW METAL FRAMES
2. ALL NEW WINDOWS AND DOORS SHALL BE KOLBE "ULTRA" SERIES ALUMINUM-CLAD HISTORICAL REPLACEMENT WINDOWS TO MATCH ORIGINAL BUILDING PROFILES.
- DIVISION - 9 INTERIOR FINISHES**
1. PATCH, REPAIR AND SKIM COAT EXISTING LATH & PLASTER WALLS AS REQUIRED. MATCH ORIGINAL FINISH.
2. MATCH ORIGINAL LATH & PLASTER WALL FINISH AT ALL NEW GYP. BOARD WALLS.

All drawings and copies thereof are instruments of service and as such remain the property of the architect. They are to be used only with respect to this project. With the exception of one complete set for each party of the contract, all copies are to be returned or suitably accounted for to the architect upon completion of the work.
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Revision		
No.	Description	Date

Project number: 2015.16
Date: 08/10/21
Drawn by: Rob Thornton
Applicant: Mike Hornmachea

Certificate of
Appropriateness
Application

Building
Elevations

A3.2

Hotel Manitou

PAINTED SIGN WALL GRAPHICS
TO REMAIN @ EAST FACE OF
EXTERIOR WALL

ORIGINAL SQUARE VENTS TO
REMAIN. PAINT TO MATCH
ORIGINAL COLOR. BLOCK VENTS
FROM ATTIC SIDE AND INSTALL 2"
BLUE BOARD INSULATION @
INSIDE FACE OF OPENING - TYP.

EXISTING WHITE BRICK IN
THIS LIGHT WELL - TYP.

NEW SAND-FINISH DRYVIT RTU SCREEN
WALL BEYOND. COLOR: UNOBTUSIVE.
WARM LIGHT GRAY - TYP.
RESTORE GROUT-CAP @ BRICK TOP COURSE - TYP.
NEW HVAC DUCT RISER. PAINT TO
MATCH WHITE BRICK COLOR - TYP.

PAINT METAL COPING TO
MATCH STUCCO - TYP.

ATTACHMENT PER STRUCT.
DWG'S. - TYP.

NEW ALUMINUM CLAD WOOD WINDOWS AT
UPPER FLOORS TO MATCH ORIGINAL
PROFILES - TYP. SEE NOTES THIS SHEET FOR
MORE DETAILS (U = 0.5 MIN.)
CLADDING COLOR: WARM OFF-WHITE

CLEAN FACE BRICK IF GRAFFITI PER
PRESENTATION BRIEF 38: "REMOVING
GRAFFITI FROM HISTORIC MASONRY"

High Parapet
159' - 9"

Parapet
155' - 9"

Level 4 Ceiling
147' - 3"

Level 4 Floor
137' - 7"

Level 3 Floor
126' - 9"

Level 2 Floor
116' - 2 1/2"

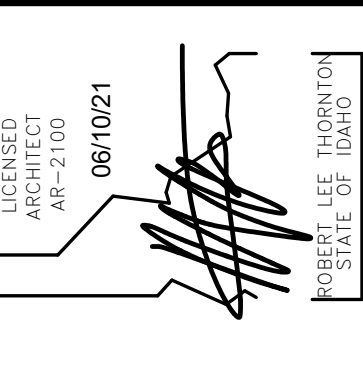
Level 1 Floor
100' - 0"

Basement Ceiling
97' - 4 1/2"

Crawl Space
92' - 4 1/2"

Basement
89' - 4 1/2"

Low Footing
86' - 4 1/2"



THE AVERY
ARCHITECTS
1010 MAIN STREET, BOISE, ID 83702
TEL: 208.333.1111 FAX: 208.333.1112
WWW.THEAVERYARCHITECTS.COM

The Avery

1010 Main Street, Boise, ID 83702

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Revision
No. Description Date

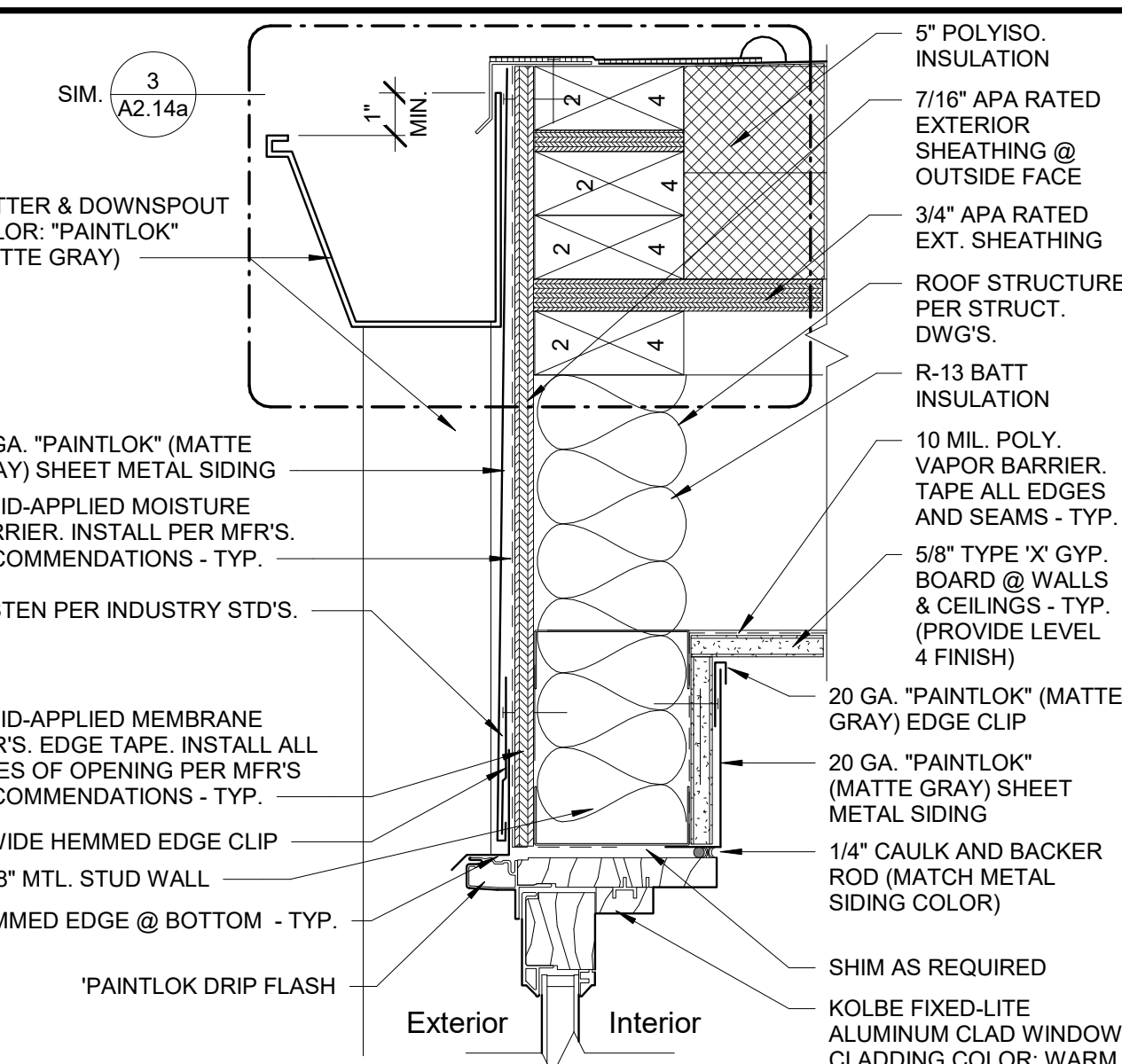
Project number: 2015.16
Date: 06/10/21
Drawn by: Rob Thornton
Applicant: Mike Hornmachea

Certificate of
Appropriateness
Application

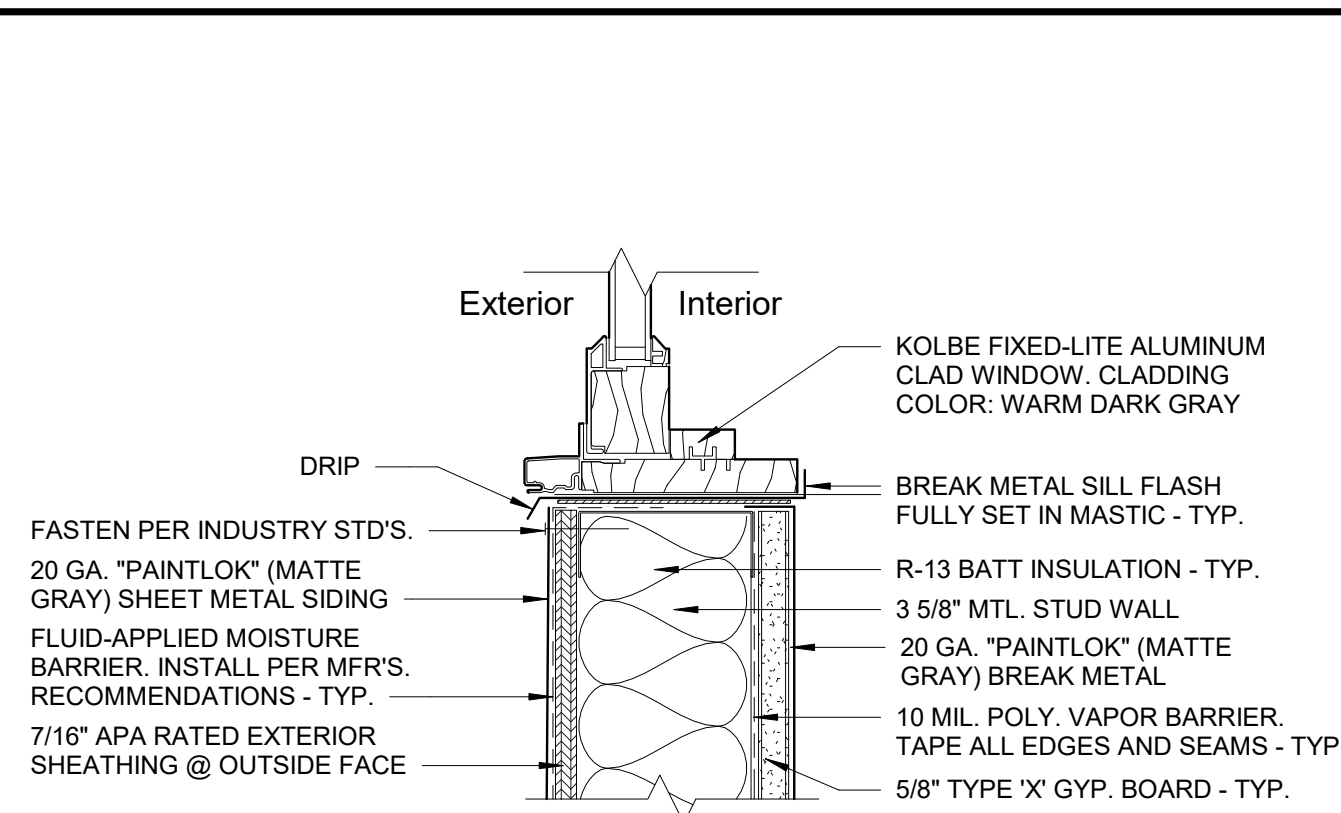
Building
Elevations

A3.3

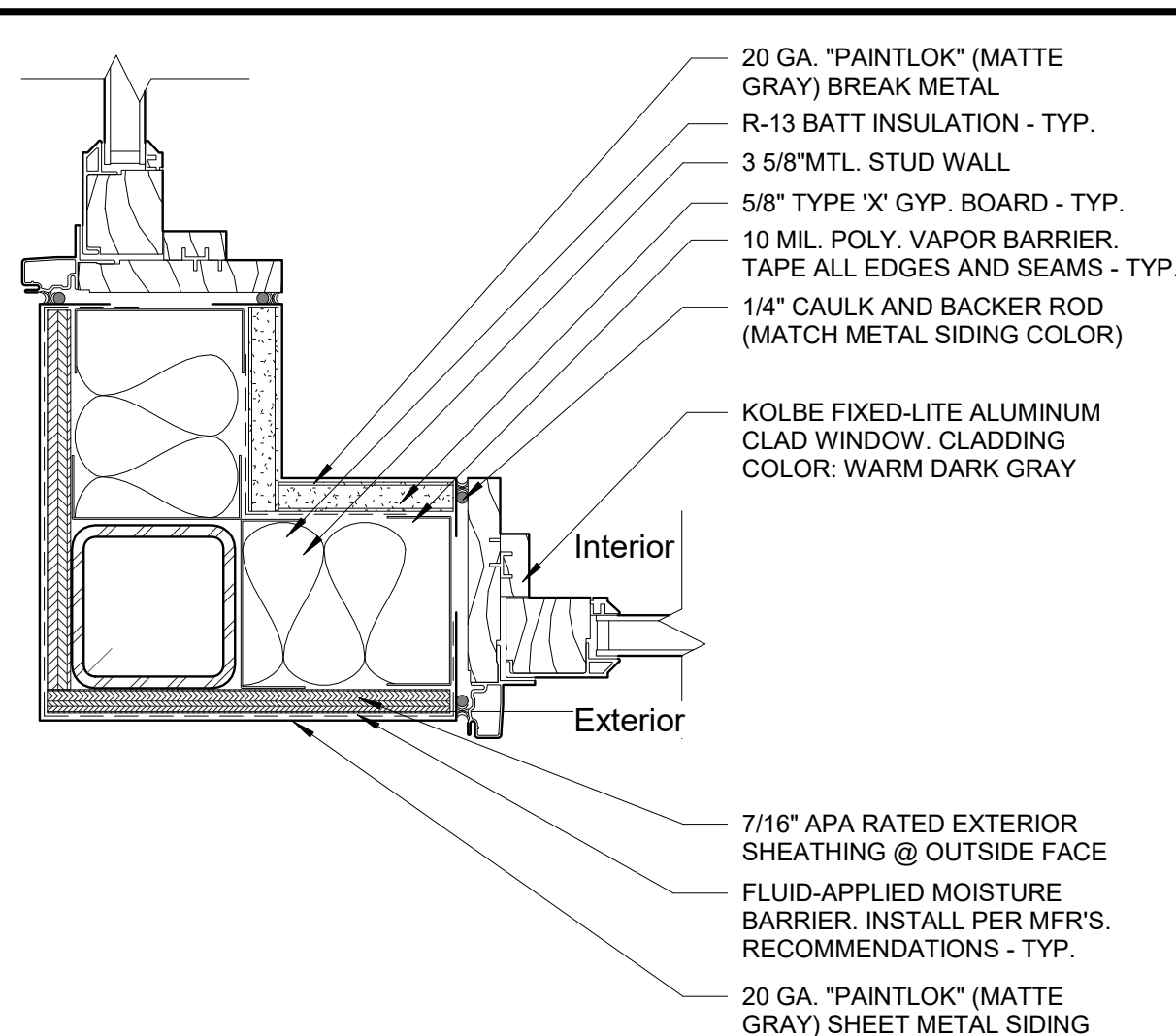
1 East Elevation 1/4" = 1'-0"



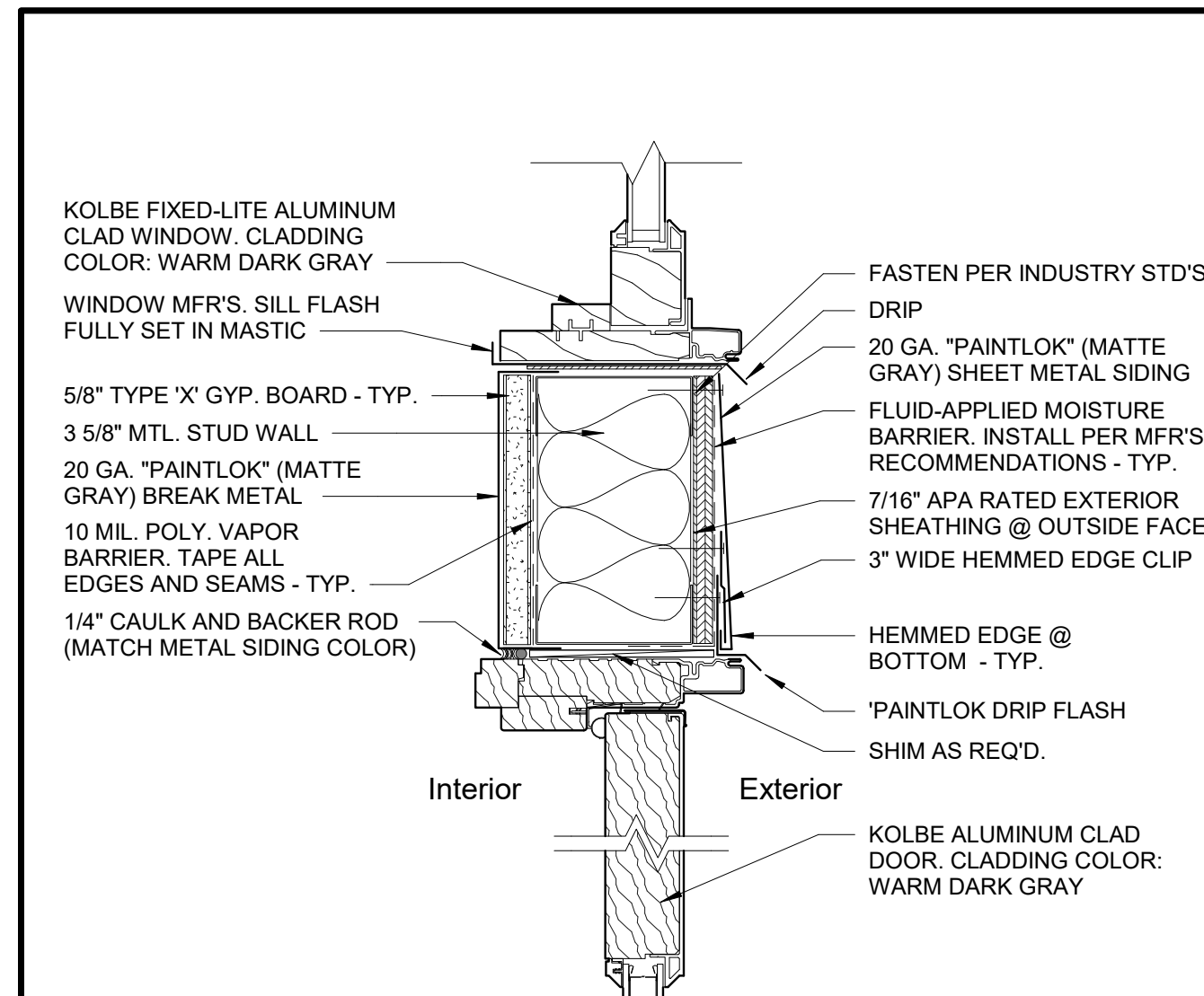
2 Alley Vest. Window Head
3" = 1'-0"



3 Alley Vest. Window Sill
3" = 1'-0"



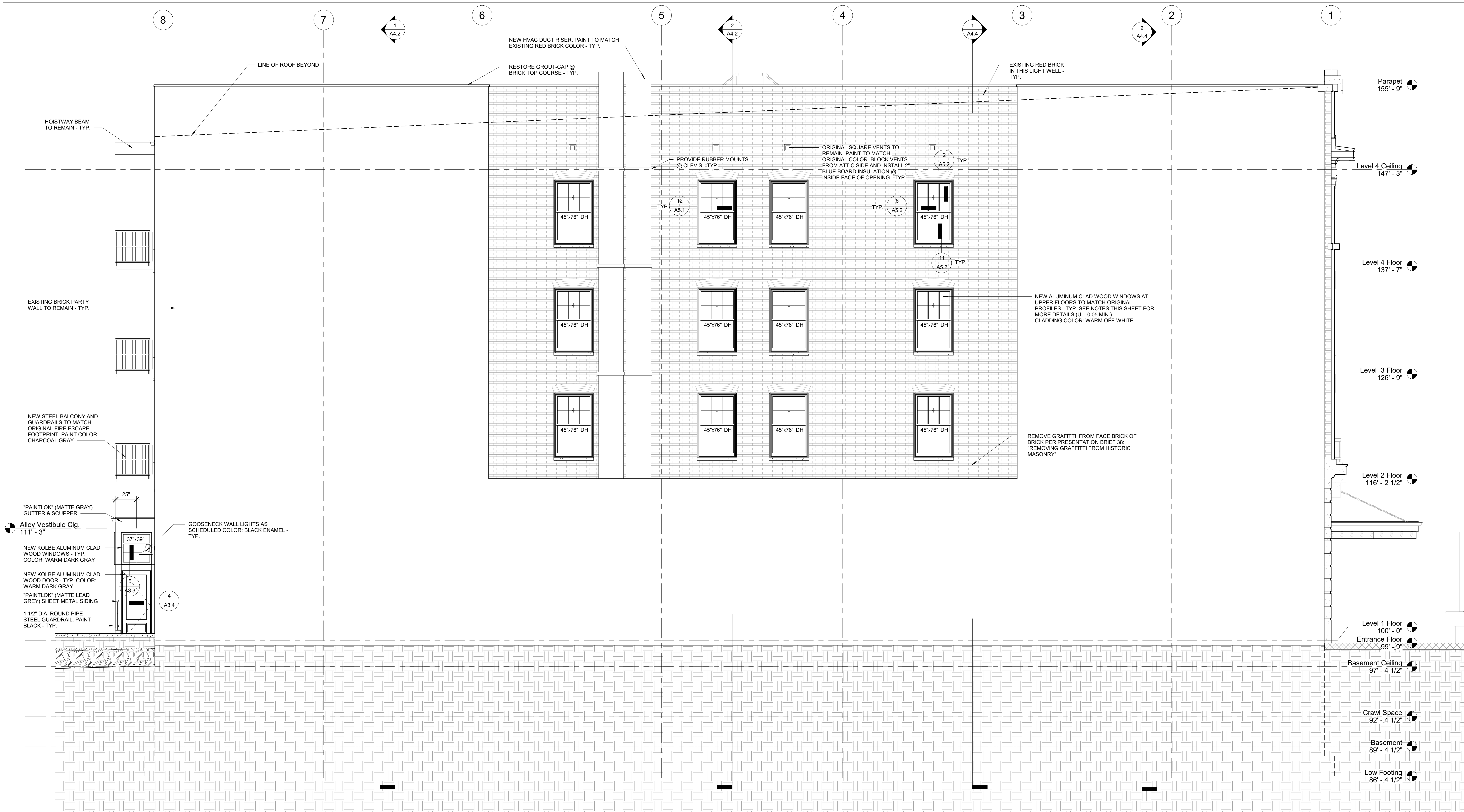
4 Alley Vest. Window Jamb
3" = 1'-0"



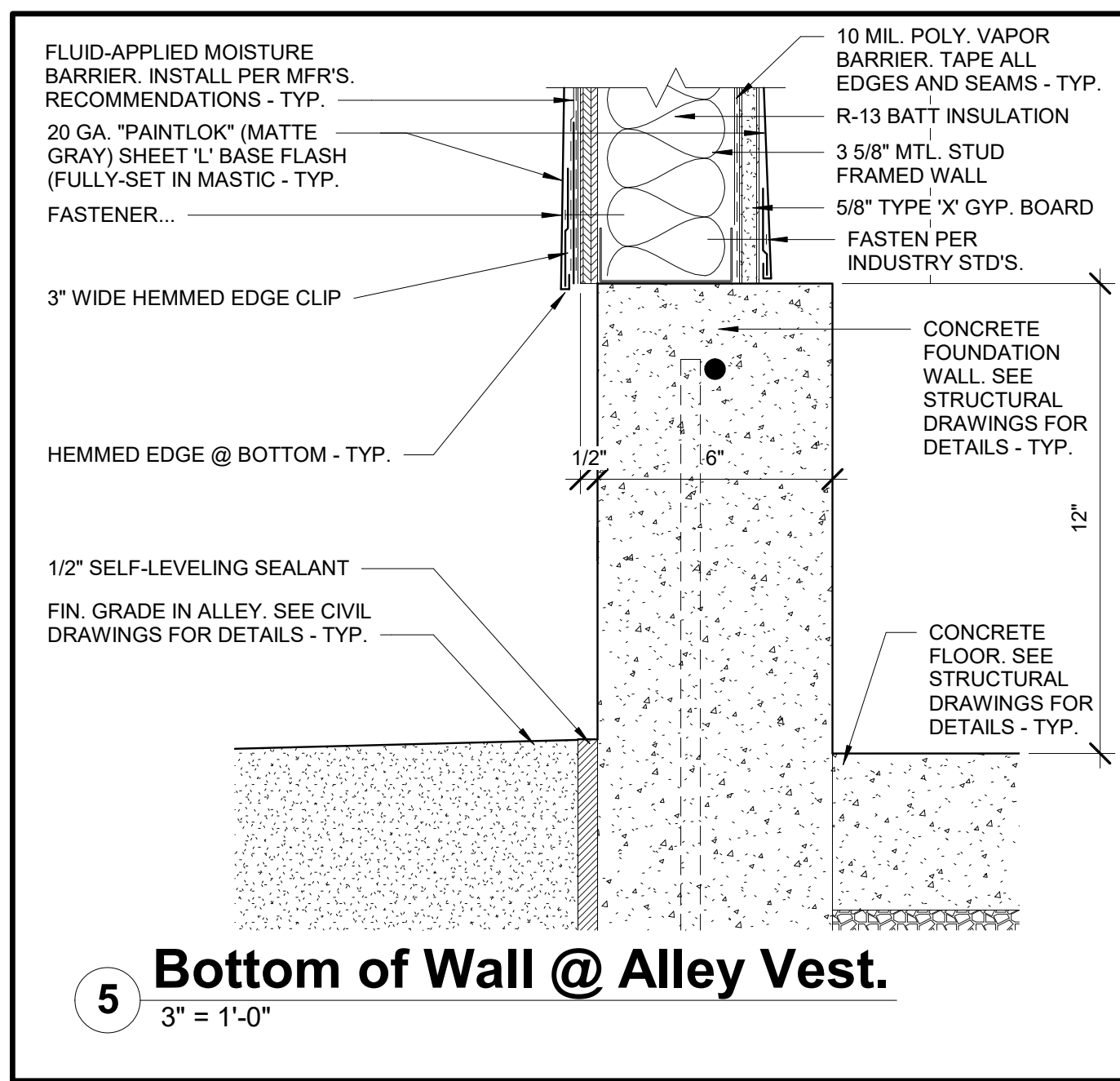
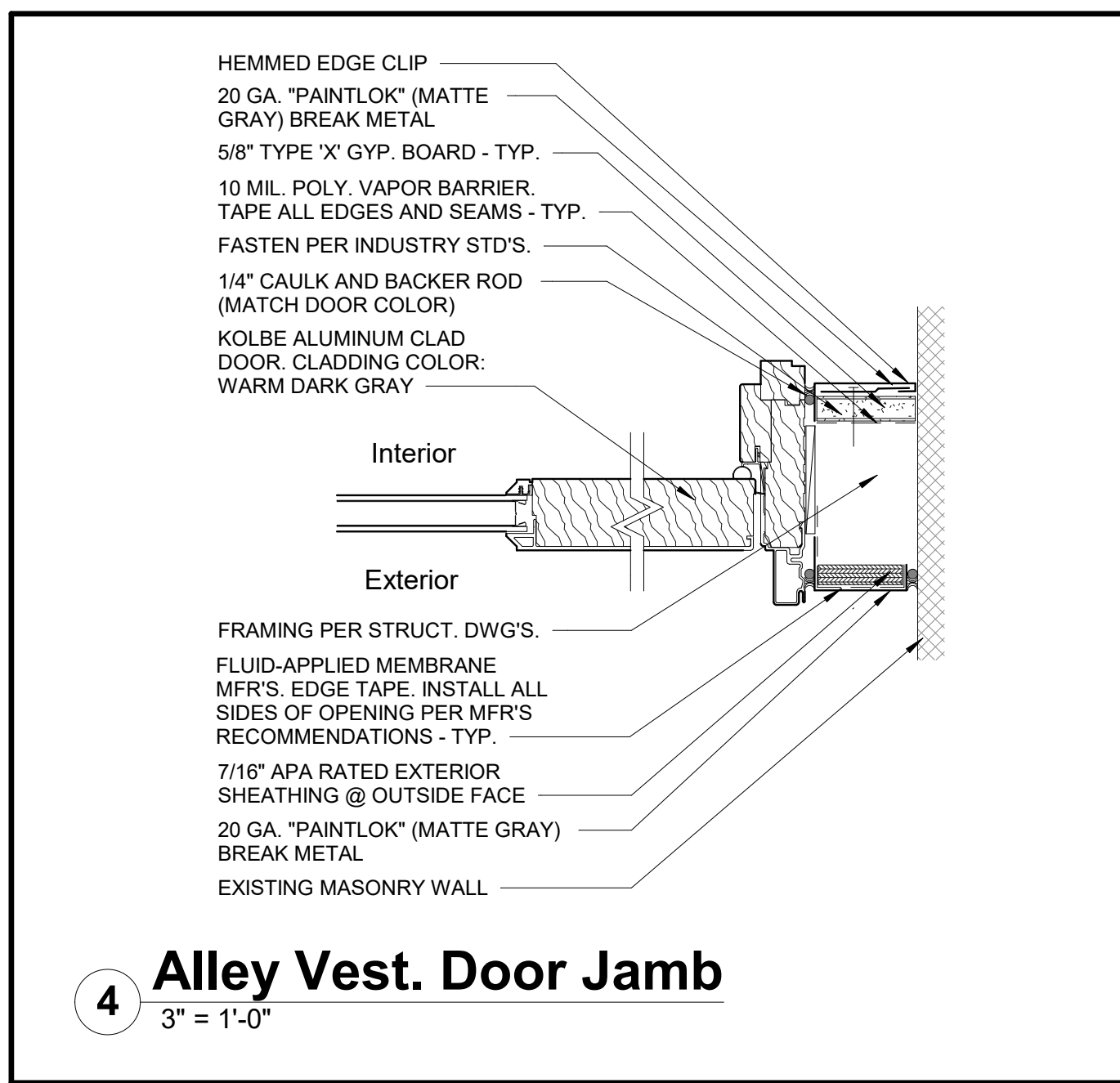
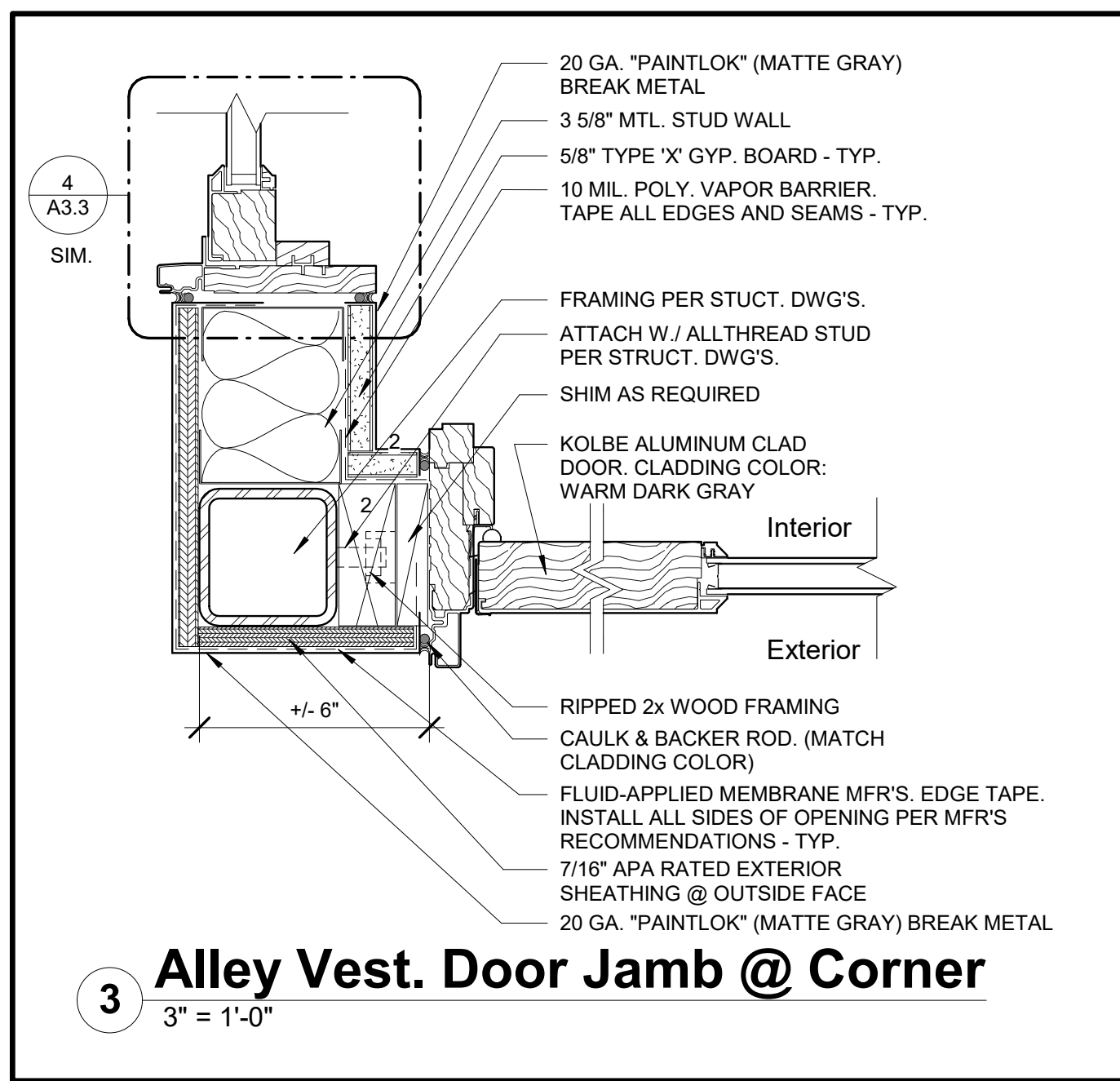
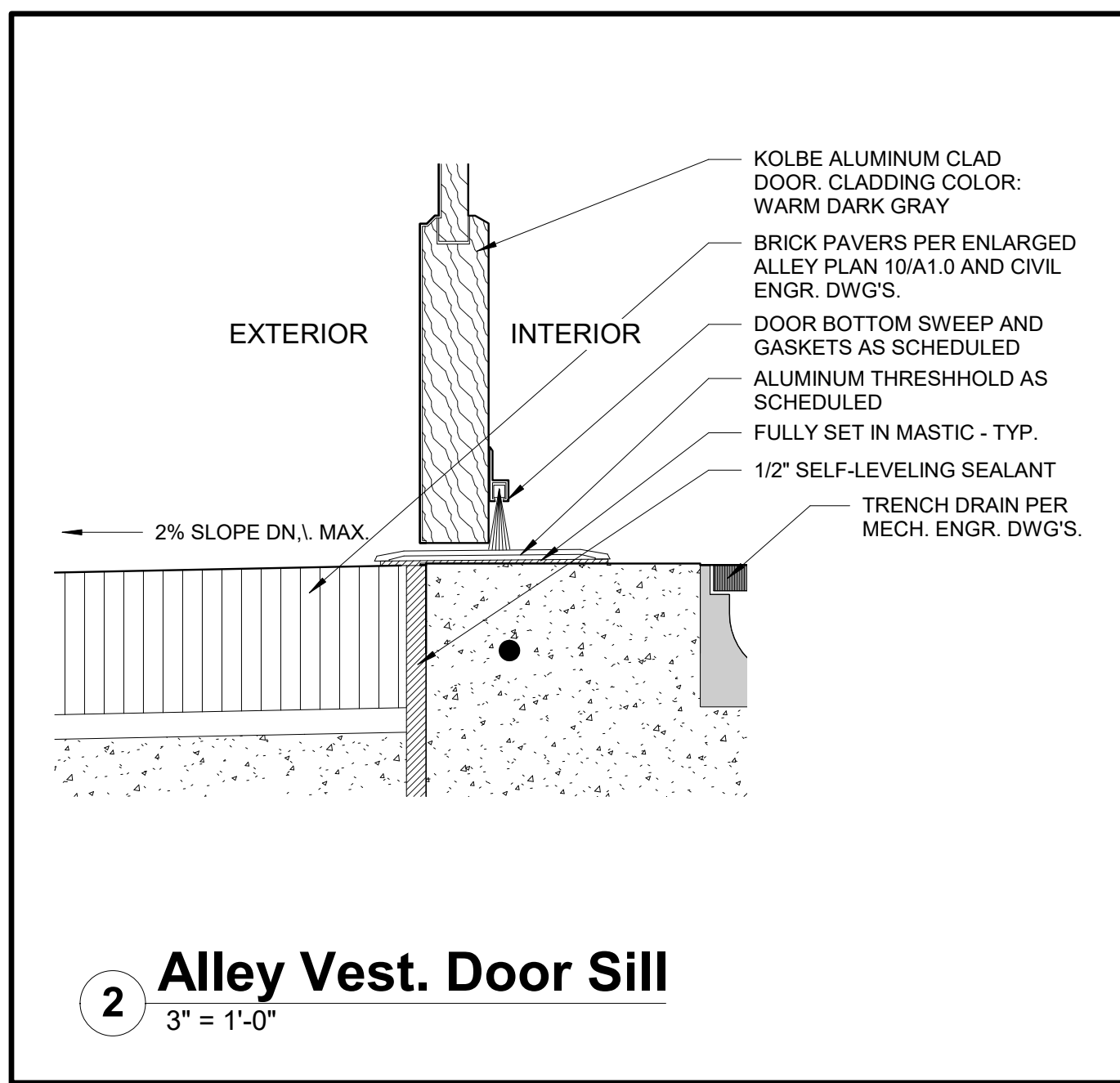
5 Alley Vest. Door Head/Transom Sill
3" = 1'-0"

HISTORIC RESTORATION NOTES

- DIVISION 04 - MASONRY**
1. COLOR MATCH BRICK PAINT AT NORTH (ALLEY) ELEVATION TO ORIGINAL BRICK COLOR.
- DIVISION 05 - METALS**
1. REUSE ALL EXISTING FINISH HARDWARE WHERE POSSIBLE. RESTORE FINISHES PER NPS AND GSA GUIDELINES.
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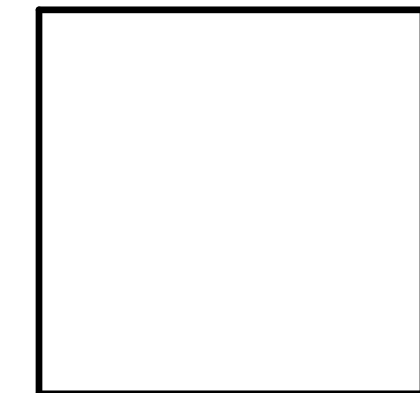
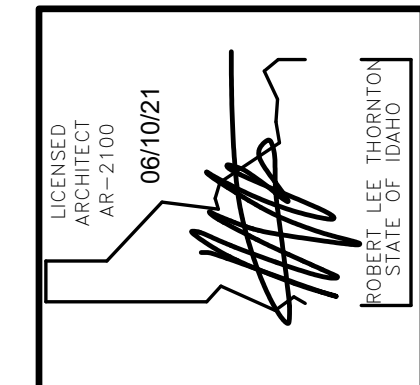


1 West Elevation
1/4" = 1'-0"



HISTORIC RESTORATION NOTES

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Revision	No.	Description	Date

Project number: 2015.16
Date: 08/10/21
Drawn by: Rob Thornton
Applicant: Mike Hornmachea

Certificate of
Appropriateness
Application

Building
Elevations
A3.4

Exhibit D: Estimate of Eligible Expenses

[Exhibit appears on the following page.]

CCDC Participation Program Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

The Avery Hotel & Restaurant

Plan Date: 11/4/2021

By: Michael Hormeachea

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	0	0	0	0
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	3,850
4	Saw cut	0	0	0	475
5	Replace subbase	0	0	0	5,200
6	Stand alone tree removal	0	0	0	3,000
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	984
8	Dry laid brick	0	0	0	4,500
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	0	0	0
OTHER:					
13	Main Street re-construction	0	0	0	0
14	Concrete curb cut	0	0	0	0
15	Vertical curb and gutter (6")	0	0	0	6,000
16	Meyers cabinet	0	0	0	0
17	Water meter	0	0	0	0
SITUATIONAL FURNISHINGS:					
18	Street trees	0	0	0	3,000
19	Tree grates & frames	0	0	0	8,400
20	Trench drain cover	0	0	0	0
21	Historic street light	0	0	0	15,000
22	Bench	0	0	0	0
23	Bike rack	0	0	0	0
24	Litter receptacle	0	0	0	0
25	Pre-cast planter	0	0	0	0
OTHER:					
26	Art Removal & Transportation		0	0	5,000
27	TBD		0	0	0
Total Streetscape Costs:					55,409

CCDC Participation Program Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

INFRASTRUCTURE & UTILITIES: (In right-of-way)

	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:				
28 Surface demo		0	0	2,000
29 Surface prep		0	0	4,000
30 Finish materials (permeable pavers, etc.)		0	0	17,000
UTILITIES:				
		0	0	0
31 Power line (new/relocation/extension)		0	0	0
32 Water line (new/relocation/extension)		0	0	7,500
33 Sewer line (new/relocation/extension)		0	0	10,000
34 Geothermal Line (new/relocation/extension)		0	0	0
35 Natural gas line (new/relocation/extension)		0	0	0
36 Phone line (new/relocation/extension)		0	0	0
37 Fiber line (new/relocation/extension)		0	0	0
38 ACHD power box relocation		0	0	0
STREET:				
39 Asphalt demolition		0	0	1,325
40 Road sub-base and prep		0	0	1,000
41 Asphalt paving		0	0	2,500
PATH:				
42 Surface demolition		0	0	1,500
43 Surface prep		0	0	0
44 Paving material		0	0	0
ALLEY:				
		0	0	0
45 Asphalt demolition		0	0	5,000
46 Asphalt paveback		0	0	7,500
47 Brick Pavers		0	0	7,600
PLAZA:				
48 Surface demolition		0	0	0
49 Surface prep		0	0	0
50 Paving material		0	0	0
OTHER:				
51 Silva Cell System and Pavers		0	0	78,000
52 TBD		0	0	0
Total Infrastructure & Utilities Costs:				144,925

CCDC Participation Program Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

Historic Register Building Façade Restoration Costs:

59	Front (Main St.) & Rear (alley) Façade	0	0	817,071
60	Rear façade work previously completed	0	0	0
61	Front and Rear roof parapet work	0	0	11,789
62	Main entrance canopy restoration & signage	0	0	75,000

Total Façade Restoration Costs:				903,860
--	--	--	--	----------------

SUBTOTAL ELIGIBLE COSTS:				1,104,194
---------------------------------	--	--	--	------------------

PLUS: General Conditions / General Requirements (5%)				55,210
---	--	--	--	---------------

PLUS: Contingency (5%)				55,210
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TOTAL ELIGIBLE COSTS:				1,214,613
------------------------------	--	--	--	------------------

Important Note:

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



Area	Scope of Work	Vendor	Description of Work	Cost
Streetscape	Demolition	Abatement Pro	Curb and gutter demolition, asphalt demolition, saw cutting.	\$ 4,625
Streetscape	Concrete & Asphalt	Andersen Construction	Scored concrete sidewalk, pavers, vertical curb and gutter.	\$ 4,934
Streetscape	Landscaping	Andersen Construction	Replace tree and add grate.	\$ 2,400
Streetscape Total				\$ 11,959
Infrastructure & Utilities	Demolition	Abatement Pro	Demolition of roadways and paving for utility placement	\$ 9,825
Infrastructure & Utilities	Concrete & Asphalt	Andersen Construction	Placement of permeable pavers and surface finishes	\$ 26,600
Infrastructure & Utilities	Utilities	Suez Approved Contractor	New water line	\$ 7,500
Infrastructure & Utilities	Utilities	Boise Sewer Approved Contractor	New sewer connection	\$ 10,000
Total Infrastructure & Utilities Total				\$ 53,925
Façade Restoration	Masonry	Alpha Masonry	Wash, prepare and repair existing exterior masonry per GSA guidelines; new masonry at parapet and where required, patch repair and replace existing sandstone as needed.	\$ 224,380
Façade Restoration	Exterior Windows, Glazing & Metal Clad Doors	Architectural Glass	Replace all exterior windows and doors with historically accurate/sympathetic metal clad wood windows and doors.	\$ 352,658
Façade Restoration	Door Hardware	D&A Glass	Provide exterior door hardware	\$ 13,950
Façade Restoration	Exterior Paint	Roe Paint	Prep and paint all exterior elements including metal work and entrance canopy.	\$ 64,835
Façade Restoration	Electrical	Rocky Mountain Electric	Electrical supply to and provision/installation of exterior lighting including signage, doors	\$ 18,000
Façade Restoration	Metals	Mountain Steel	Balconies, and exterior railings	\$ 134,000
Façade Restoration	Misc. Metals	Nations Roofing	Metal roofing at vestibule, downspouts and gutters	\$ 24,000
Façade Restoration	Demolition	Abatement Pro	Remove existing façade windows and doors	\$ 23,537
Façade Restoration	Marquee Signage and Entry Canopy	Classic Design Studios	Restore existing entrance canopy design and create new marquee signage.	\$ 48,500
Historic Register Building Façade Restoration Total				\$ 903,860
Subtotal Eligible Costs				\$ 969,744
General Conditions @ 5%				\$ 48,487
Contingency @ 5%				\$ 48,487
Total Eligible Costs				\$ 1,066,718

BUILDER OF CHOICE

12552 W EXECUTIVE DR. ■ BOISE, ID 83713 P (208) 275-8905 F (208) 275-8907
 STATE LICENSES: ID RCE-46190 ■ OR 218301 ■ WA ANDERCC822WW
 ANDERSEN-CONST.COM

Exhibit E: Draft Easement (subject to final approval by City of Boise)

[Exhibit appears on the following page.]

*Recording requested by and
when recorded return to:*

Planning and Development Services Department
City of Boise City
PO Box 500
Boise, Idaho 83701-0500

(Space Above for Recorder's Use)

DEED OF FAÇADE EASEMENT

This conveyance is made as of the 17th day of August, 2021, by and between A.S Tiner Building 1010 W. Main St., hereinafter called the Grantor, and the CITY OF BOISE CITY, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain premises, as hereinafter described, known as the A.S. Tiner Building situated in Boise, Ada County, Idaho (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Premises"), which Premises was registered in the National Register of Historic Places under the National Historic Preservation Act of 1966 (80 Stat. 915, 16 U.S.C. 470), as amended on November 21, 1974; and

WHEREAS, the Premises is architecturally and historically significant and contributes to the architectural and historic integrity of Boise, Idaho; and

WHEREAS, the grant of a façade easement, hereinafter referred to as the "Façade Easement," by Grantor to Grantee on the Premises will assist in preserving and maintaining the Premises, and its architectural ensemble and historic significance; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, the Façade Easement as hereinafter expressed for the purpose of ensuring that the value of the Premises for such purposes will not be destroyed, altered, or impaired.

NOW, THEREFORE, in consideration of the sum of One Dollar or other valuable consideration paid to the Grantor, the receipt thereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell, and convey, with covenants of warranty unto Grantee, a Façade Easement as hereinafter described with respect to the following described parcel of land, with the buildings and improvements thereon, located in the City of Boise City, Ada County, Idaho, and described more particularly as 1010 W. Main Street, Boise, Ada County, Idaho.

The Façade Easement granted herein shall be of the nature and character hereinafter described and shall be a covenant running with the land, in perpetuity, binding upon the Grantor, its successors and assigns forever. Grantor shall record this Deed of Façade Easement with the Ada County Recorder in Boise, Idaho.

1. Description. The "Property" for which this Façade Easement is granted is described as follows: All exterior surfaces (including, without limitation, the exterior walls, windows, roofs, and chimneys).
2. Maintenance. The Grantor agrees to assume the cost of continued maintenance and repair of the Property so as to preserve the architectural, historical, or archaeological integrity and significance of the Property in perpetuity in order to protect and enhance those qualities that made the Property eligible for registration in the National Register of Historic Places. All maintenance and repairs to the Property shall be done in a first-class workmanlike manner, using materials of high quality, and shall be commenced and prosecuted with a high degree of diligence and in a manner that preserves the Property as described herein.
3. Signs and Use. No signs shall be erected and no activity shall be conducted on the Property which would destroy or diminish its historic value, and all things shall be done which are reasonably necessary to ensure that the Property continues to contribute to its historic significance and that of Boise under the National Historic Preservation Act of 1966.
4. Landscaping. The grounds and landscaping portion of the Premises shall be maintained by Grantor, or its successor in interest, in a healthy condition and in a manner consistent with the period and style exemplified by the condition of the said Property as of the date of this conveyance, which does permit vehicular parking adjacent to the Property, except that the grounds and landscaping may be trimmed, mowed, and maintained using current technology and devices.
5. Alterations. No alterations to the exterior surfaces of the Property as presently existing, all interior changes which may alter or place structural stress on the Façade, the addition of any new building element onto the roof of the building, the excavation under the existing building which would alter or place structural stress on the Property, and/or the demolition of the Premises itself, shall be undertaken, commenced or performed without the prior written approval of the Grantee. Further, any proposed exterior remodel or change to the exterior of the Property, repairs or repainting of the exterior of the building (unless the repair or repainting shall duplicate the existing character, features, color and material of the said Building) shall be undertaken, commenced or performed only after prior written approval of the Grantee.
6. Utilities. Utility entrances needed from time to time shall be installed in a manner, which will not impair the aesthetics of the Property.
7. Inspection. Grantor hereby agrees that representatives of Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the Property. Inspections will normally take place from the street; however, Grantor agrees that representatives of Grantee, its successors or assigns, shall be permitted to enter and inspect the interior of the improvements on the Premises to ensure maintenance of structural soundness of the Property. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.
8. Grantor's Use. Grantor reserves the free right and privilege to the use of and all rights with respect to the Property and the Premises for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents for the inspection rights described above, the right to enter upon the Property or the Premises for the purposes set forth herein, including without limitation, the grounds and landscaping, which shall remain subject to the exclusive control of the Grantor, subject only to the aesthetic constraints of this Façade Easement.

9. Casualty Loss. If the building located on the Premises is, by reason of fire, flood, earthquake, or other disaster of any kind whatsoever:
- a. Partially Destroyed. If such partial destruction is to such an extent or of such nature that the appearance of the Property is materially altered, then Grantor shall, within a reasonable period of time, restore the Property either to a condition so that the appearance is restored to that existing at the time immediately prior to such destruction, or to any other such condition as the parties may agree to in a written instrument, provided, however, that if the partial destruction of the Property is so extensive as to make repair or reconstruction impractical, taking into account the proceeds of any insurance available for reconstruction, then the Grantor may proceed under Paragraph B hereof.
 - b. Totally Destroyed. Then this Façade Easement shall be extinguished, and Grantor may thereafter erect on the Premises a building which meets all applicable zoning and land use restrictions pertaining to the Premises.
10. Insurance. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage in an amount at least equal to its fair market value. Such insurance shall include Grantee's interest, name Grantee as an additional insured, shall provide for at least thirty (30) days' notice to additional insured's before cancellation, and shall state that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new policy or certificate at least ten (10) days prior to the expiration of such policy.
11. Release. Grantor will be responsible for and will and does hereby release and relieve Grantee and defend and hold harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury, and of damages to Property occurring in or around the Premises subject to this Deed of Façade Easement occasioned in whole or in part by the negligence of Grantor, its agents, or employees.
12. Enforcement. If Grantor fails to observe or if Grantor violates any covenant, agreement, or provision contained herein, then Grantee shall, in addition to all other remedies available at law or in equity, have the right to enforce this Deed of Façade Easement, including each of its provisions, by specific performance. If Grantor shall fail to maintain the Property, or any part thereof, in the same good condition and repair existing at the time of this grant, and if such failure shall not be completely cured and remedied within a reasonable period of time following written notice sent by Grantee to Grantor, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, and the Grantor shall, promptly upon request, reimburse Grantee for all sums so expended by Grantee.
13. Successors. The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. Grantee agrees that it will hold this Façade Easement exclusively for conservation purposes; that is, it will not transfer this Façade Easement for money, other property, or services. Grantee may, however, assign or transfer its interests hereunder to the State of Idaho, any agency thereof, the United States of America, or any charitable organization qualified to accept this donation; provided that simultaneous with such assignment or transfer, Grantee shall assign or transfer to such entity all rights then belonging to Grantee under all Deeds of Façade Easement theretofore obtained with

respect to any real property in the State of Idaho. Except as provided in the preceding sentence, Grantee may not assign or transfer its interests hereunder without the prior written consent of Grantor, which shall not be unreasonably withheld. Nothing herein shall be construed to limit Grantor's right to assign, sell, transfer, convey, mortgage, pledge, or otherwise hypothecate its interest in the Premises, or any part thereof, without Grantee's consent so long as any such transfer or pledge shall be subject to the Grantee's interest herein; provided further that upon an assignment, sale, or transfer (other than for security) of the Premises, the obligations and duties of Grantor hereunder shall automatically transfer to Grantor's successor in interest and Grantor shall be released from any liability hereunder.

14. Notice. Any notice required herein shall be in writing sent by certified mail, return receipt requested. Grantor's address is: 1010 W Main St. Boise, Idaho and Grantee's address is 150 North Capitol Boulevard, Boise, Idaho 83702. All notices shall be directed to those addresses unless one party has notified the other in writing of a change of address.
15. Acceptance. Grantee hereby accepts the rights and interests granted to it in this Deed of Façade Easement.
16. Qualified Conservation Easement. It is the intent of the parties hereto that the grant of the Façade Easement herein shall qualify as a grant to Grantee of an undivided portion of Grantor's interest in the Premises, such interest being a Façade Easement constituting restrictions in perpetuity on Grantor's use of the Premises as herein described, so as to qualify under the provision of Section 170, et seq., of the Internal Revenue Code of 1954 as amended and this Deed of Façade Easement shall be construed in accordance with the requirements thereof; provided, further, that without limiting the present intent of the effect hereof the parties or their successors may amend or modify the terms hereof by an amendment or supplement hereto in writing, signed by the parties and recorded in the real property records of Ada County, in order to carry out the intent hereof and any such amendment or supplement shall be effective as of the effective date hereof notwithstanding such subsequent recording.

TO HAVE AND TO HOLD, the afore granted and bargained Easement, with all the privileges and appurtenances thereof to the said City of Boise City, its successors and assigns, to its and their use and behoove, in perpetuity, from and after the date hereof.

IN WITNESS WHEREOF, Grantor of this Deed has caused the same to be executed.

Dated this ____ day of _____, 2021.

Grantor

STATE OF IDAHO)

County of Ada

This record was signed before me on _____ by _____.

Notary Signature



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AGENDA BILL

Agenda Subject: Authorize Offer to Acquire 521 W. Grove Street, Owned by Artiach Properties LP, and Transmit Proposed Purchase and Sale Agreement		Date: November 15, 2021
Staff Contact: John Brunelle, Executive Director Doug Woodruff, Development Director	Attachments: - Proposed Purchase and Sale Agreement	
Action Requested: Authorize Offer to Acquire 521 W. Grove Street, Owned by Artiach Properties LP, and Transmit Proposed Purchase and Sale Agreement		

Fiscal Notes:

The appraised value of the parcel at 521 W. Grove Street is \$1,420,000. Terms and conditions of an agreement to purchase the parcel may include other costs and fees to be determined, including typical fees associated with real estate closing with a title company.

Background:

Artiach Properties LP owns 521 W. Grove Street, Boise, a 0.21-acre commercial parcel located at the intersection of 6th Street and Grove Street within the Old Boise Blocks project area. The parcel is presently used as a surface parking lot. In recent months the owner has been in discussions with the Agency about redeveloping the parcel into a public space that celebrates the diverse cultures present in the neighborhood.

At its public meeting in September, the Agency Board ratified a non-binding Letter of Intent which outlined the scope of a Purchase and Sale Agreement between the Agency and Artiach Properties LP including redevelopment of the parcel into a public space. The Letter of Intent was signed, and the Agency then obtained a "Market Value: As Is" appraisal for the parcel from Valbridge Property Advisors. The appraisal notes that the current parking lot use is clearly an interim use and that the most likely buyer of the C-5DD-zoned property would be a developer.

Agency staff prepared a Purchase and Sale Agreement that captures the points outlined in the non-binding Letter of Intent. The terms from the Letter of Intent have been modified in the attached Agreement to reflect the Agency's desire to purchase the property immediately instead of waiting until the commencement of construction. To account for this, the purchase price has been increased to account for the owner's loss of parking revenue from time of closing to the date the parking lease is set to expire (June 2022). Additionally, the Agreement addresses the Seller's requirement to obtain a waiver of right of first refusal from the current parking operator.

With the Board's approval, the Agreement will be transmitted to Artiach Properties LP for consideration and negotiation. Any negotiated Purchase and Sale Agreement would be returned to the Agency Board for approval.

Staff Recommendation:

Staff recommends the Agency Board authorize the offer to acquire 521 W. Grove Street, owned by Artiach Properties LP, and transmit the proposed Purchase and Sale Agreement to Artiach Properties LP for consideration.

Suggested Motion:

I move to authorize the offer to acquire 521 W. Grove Street, owned by Artiach Properties LP, and direct staff to transmit the proposed Purchase and Sale Agreement to Artiach Properties LP for consideration.

REAL PROPERTY PURCHASE AND SALE AGREEMENT
521 W. Grove Street, Boise, Idaho

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between ARTIACH PROPERTIES L.P., an Idaho limited partnership ("**Seller**") and the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and known as CAPITAL CITY DEVELOPMENT CORPORATION ("**Buyer**"). Seller and Buyer may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of the Agreement is the last date signed by both Seller and Buyer.

RECITALS

A. Seller is the owner of approximately 0.21 acres of real property improved and used as a parking lot in City of Boise, Ada County, Idaho, as legally described and approximately depicted on Exhibit A attached hereto, including and any and all rights, easements, rights, water and mineral rights, tenements, privileges, road and access rights, and ditch rights, appurtenant to the real property (collectively "**Property**").

B. The Property is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan ("**Plan**"). Buyer has identified the Property as a potential site for public improvements, including a park, consistent with the Plan.

C. Buyer desires to purchase the Property from Seller in order to make such public improvements, and Seller desires to sell the Property for it to be developed with public improvements.

D. All or a portion of the Property is subject to a parking agreement with Diamond Parking Services dated June 18, 2021 for use of the Property for parking purposes ("**Parking Agreement**").

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, based on the terms and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. PROPERTY. Seller agrees to sell, transfer, and convey all right title and interest in the Property, and Buyer agrees to purchase the Property, for a purchase price and subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. Buyer will pay to Seller the following for the Property:

(a) ONE MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$1,420,000.00), representing the fair market value of the Property as determined by that certain Appraisal Report dated November 1, 2021 by Valbridge Property Advisors; plus

(b) As compensation to Seller for revenue Seller would have received under the Parking Agreement, an amount equal to EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00) multiplied by the number of complete months from the date of Closing through June 30, 2022. ((a) and (b) collectively as the "**Purchase Price**").

(c) Buyer will pay the Purchase Price as follows:

(i.) Buyer will deposit Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00) ("**Deposit**") as earnest money in escrow with TitleOne Corporation, 1101 W. River Street, Suite 201, Boise, Idaho 83702 ("**Title Company**") within three (3) business days after the Effective Date, along with a fully executed Agreement. The Deposit will be applied toward the Purchase Price at Closing; and

(ii.) Buyer will pay the remainder of the Purchase Price in additional cash, or other immediately available funds, subject to applicable deposits, prorations, credits, or other adjustments required by this Agreement, at Closing.

3. PROPERTY USE. The Property is intended to be used for public improvements, including a park. Buyer intends to facilitate design and construction of the public improvements on the Property in order to recognize and celebrate the history, contributions, and culture of the diverse populations from the Property's historic Boise neighborhood. Seller will have the right to name a future park located on the Property, subject to approval by Buyer and the City of Boise which approval will not be unreasonably withheld.

4. TITLE REPORT AND OBJECTIONS.

(a) Within three (3) days after the Effective Date, Seller will cause Title Company to deliver a current Preliminary Title Report and copies of all exceptions ("**Title Report**") for a standard coverage title insurance policy in the amount of the Purchase Price ("**Title Policy**") for the Property to Buyer and Seller. Seller will pay for a standard coverage Title Policy. Buyer will pay for any desired extended coverage and endorsement. If Buyer is dissatisfied with any exception in the Title Report, then Buyer may: (i.) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Review Period (defined below), and the Deposit will be returned to Buyer, or (ii.) provisionally accept the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections. Seller will notify Buyer in writing within five (5) days after receiving Buyer's written notice of disapproval of any exception whether Seller intends to remove or address such exception. Seller's lack of response will be deemed as Seller's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Buyer) prior to Closing. If written notice of dissatisfaction is not given by Buyer to Seller prior to the expiration of the Review Period, then Buyer will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

(b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, those exceptions approved or deemed approved by Buyer pursuant to this Agreement, and the Use Restriction described below ("**Permitted Exceptions**").

(c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, subject to Seller's agreement to cause the

removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to: (i.) have the Deposit returned to Buyer upon demand and all obligations will terminate, or (ii.) Buyer may waive such objections and the transaction will close as scheduled.

5. REVIEW PERIOD.

(a) Review Period. Buyer will have forty-five days after the Effective Date ("**Review Period**"), at Buyer's sole cost, within which to conduct and approve any investigations, studies, or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Review Period.

(b) Seller Materials. Seller agrees to deliver to Buyer within three (3) business days after execution of this Agreement all information in Seller's possession, including a copy of all agreements, surveys, reports, engineering reports or tests, soil tests, water tests, environmental tests, income reports, and other information related to parking operations, and like matters regarding the Property, at no cost to Buyer ("**Seller Materials**"). Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction.

(c) Right of Entry. Subject to the rights under the Parking Agreements, Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Review Period, at any time or times during regular business hours and upon reasonable advance notice, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, contractors, or employees. Upon completion of its review, Buyer will restore the Property substantially to its condition existing immediately prior to its review.

(d) Right of First Refusal. During the Review Period, Seller agrees to notify and coordinate with the existing tenant under the Parking Agreement to waive tenant's right of first refusal in writing under the Parking Agreement in a document signed by tenant and satisfactory to Buyer.

(e) Cancellation. Unless Buyer so notifies Seller in writing, on or before the end of the Review Period of Buyer's election to proceed with the purchase of the Property, this Agreement will be canceled and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(f) Deposit. If Buyer notifies Seller in writing that Buyer elects to proceed with the purchase of the Property, which notification must be prior to or on the expiration of the Review Period, the Deposit will become non-refundable to Buyer, except in the event of default by Seller or Buyer's permitted termination of this Agreement but will be applicable toward the Purchase Price.

6. CLOSING CONDITIONS.

(a) Buyer's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: (i.) approval of Buyer's Board of this Agreement and this

transaction; and (ii.) Seller's performance under this Agreement, including the delivery to Title Company of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Buyer will have the right by giving written notice to Seller and Title Company, to cancel this Agreement, and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(b) Seller's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: Buyer's performance under this Agreement, including the delivery to Title Company, of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Seller will have the right, by giving written notice to Buyer and Title Company, to cancel this Agreement, and the Deposit will be paid immediately by Title Company to Seller and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants the following to Buyer as of the Effective Date and again as of Closing:

(a) There are no unrecorded leases, licenses, easements, liens, rights of first refusal, or encumbrances which may affect title to the Property, except for the Parking Agreement;

(b) No notice of violation has been issued with regard to any applicable regulation, ordinance, requirement, covenant, condition or restriction relating to the present use or occupancy of the Property by any person, authority or agency having jurisdiction;

(c) There is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities;

(d) There are no suits or claims pending or that are threatened with respect to or in any manner affecting the Property, nor does Seller know of any circumstances which should or could reasonably form the basis for any such suits or claims which have not been disclosed in writing to Buyer by Seller;

(e) There are no pending proceedings, the object of which would be to change the present zoning or other land-use limitations;

(f) Seller has full power and authority to execute, deliver and perform under this Agreement;

(g) The execution, delivery and performance of this Agreement does not and will not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound or involving the Property;

(h) No default of Seller exists under the Parking Agreement or other contracts provided by Seller and no default of the other parties exists under the Parking Agreement or contracts;

(i) No contracts between Seller and any third parties will be in effect from and after Closing, other than the Parking Agreement; and

(j) Seller has no knowledge of any Hazardous Waste having been produced, released, stored, or deposited over, under, or upon the Property by any person. As used in this paragraph, "Hazardous Waste" will be defined as any hazardous substance, underground

storage tanks, pollutants, contaminants or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state or federal law, rule or regulation, including, without limitation, asbestos, PCB's, petroleum and petroleum products, and urea formaldehyde.

If Seller receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Seller will immediately notify Buyer in writing. All representations and warranties made in this Agreement by Seller will survive for one (1) year following the execution and delivery of this Agreement and Closing.

8. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of Closing that:

(a) Subject to its Board approval identified above, Buyer has full power and authority to execute, deliver and perform under this Agreement;

(b) There are no actions or proceedings pending or threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement; and

(c) The execution, delivery and performance of this Agreement have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

If Buyer receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Buyer will immediately notify Seller in writing. All representations and warranties made in this Agreement by Buyer will survive for one (1) year following the execution and delivery of this Agreement and Closing.

9. CONTINUING OPERATION OF PROPERTY. Seller agrees that, between the Effective Date and Closing or any earlier termination of this Agreement, Seller will continue to operate the Property as currently operated by Seller, maintain the Property in its current condition and perform required and routine maintenance as may be provided in the Parking Agreement, not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property, not restrict, rezone, file or modify any development plan or zoning plan or establish or participate in the establishment of any improvement district with respect to all or any portion of the Property, or not further cause or create any easement, encumbrance, or mechanic's or materialmen's liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

10. BROKERS' COMMISSION. The parties warrant to one another that they have not dealt with any finder, broker or realtor in connection with this Agreement and if any person will assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this Agreement the party under whom the finder or broker is claiming will indemnify, defend, protect and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. The provisions of this Section will survive cancellation of this Agreement or Closing.

11. CLOSING AND CLOSING DELIVERIES.

(a) Closing, which will be deemed the date of the recording of the Deed (defined below) will be no more than thirty (30) days following the expiration or earlier written waiver by Buyer of the Review Period ("**Closing**").

(b) Prior to Closing, Seller will deposit with the Title Company the following documents, properly executed and acknowledged: (i.) a special warranty deed in a form agreed to by Seller and Buyer ("**Deed**") subject only the Permitted Exceptions; (ii.) a use restriction which limits the Property to public use ("**Use Restriction**"); and (iii.) and assignment of the Parking Agreement in a form agreed to by Seller and Buyer ("**Assignment**"). After all of the conditions as set forth in this Agreement have been met, Buyer will, on or prior to Closing, deliver to Title Company the balance of the Purchase Price and the following documents, properly executed and acknowledged: (i.) the Use Restriction, and (ii.) an executed Assignment.

(c) Each party will execute additional documents as reasonably required by the Title Company to obtain the Title Policy and complete Closing.

(d) Seller will pay (i) the costs of releasing all liens and other encumbrances that are to be released, (ii) one-half of the fees and costs due Title Company for its services, (iii) the premium for a standard owner's Title Policy; and (v) all other costs to be paid by Seller under this Agreement. Buyer will pay (i) one-half of the fees and costs due Title Company for its services, (ii) the premium and costs for an extended coverage Title Policy and any endorsements as desired by Buyer; and (iii) all other costs to be paid by Buyer under this Agreement. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein.

(e) All real estate taxes, assessments, rents, and profits will be prorated through Closing.

(f) Closing statements will be adjusted to reflect a transfer of any deposits for the Parking Agreement by Seller and such amount will be a credit to Buyer. If Buyer receives any Parking Agreement payments to which Seller is entitled, it will forward them to the Seller. If Seller receives Parking Agreement payments to which Buyer is entitled, it will assign and forward all such payments to Buyer. It will be Buyer's responsibility to notify licensees under the Parking Agreement of the conveyance of the Property and Buyer's address for payment of rent. This Section will survive the Closing of this transaction.

(g) Any other closing costs not specifically designated as the responsibility of either party or in this Agreement will be paid by Seller and Buyer according to the usual and customary allocation by Title Company.

(h) Seller will deliver exclusive possession of the Property to Buyer at Closing, subject only to the rights of possession under the Parking Agreement.

12. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. REMEDIES. If Seller breaches this Agreement, Buyer may: (i.) by written notice to Seller and Title Company, cancel this Agreement and the Deposit will be paid immediately by Title Company to Buyer and, except as otherwise provided in this Agreement, neither of the

parties will have any further liability or obligation hereunder; or (ii.) seek specific performance against Seller; or (iii.) seek any other remedies available in law or equity. All remedies are cumulative. If Buyer breaches this Agreement, as its sole remedy Seller will be entitled to retain the Deposit as Seller's agreed and total liquidated damages. Seller agrees and acknowledges that it would be difficult or impossible to determine Seller's exact damages and the liquidated damages are a reasonable estimate of such damages, and Seller hereby waives any right to seek any equitable or legal remedies against Buyer.

14. RISK OF LOSS. If the Property is materially damaged by fire or other cause or is or will be the subject of a condemnation action, the Buyer may terminate this Agreement in writing and receive a return of the Deposit.

15. ATTORNEYS' FEES. If there is any litigation to enforce any provisions or rights arising from this Agreement, the unsuccessful party in such litigation, as determined by the court, agrees to pay the successful party, as determined by the court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the court.

16. NOTICES.

(a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder will be in writing and will be given by personal delivery, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a party may designate in writing pursuant hereto, or by tested electronic means with a confirmation of receipt by the party, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

If to Seller: Artiach Properties L.P.
Attn.: Miren E. Artiach
2418 W. Pendleton Street
Boise, Idaho 83705
Tel.:
Email:

If to Buyer: Capital City Development Corporation
Attn.: John Brunelle, Executive Director
Attn.: Mary Watson, General Counsel
121 North 9th St, Suite 501
Boise, Idaho 83702
Tel.: (208) 384-4264
Email: jbrunelle@ccdcb Boise.com
mwatson@ccdcb Boise.com

(b) Effective Date of Notices. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by telex, or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, the date of receipt by email upon confirmation of receipt, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party will also be given to Title Company by regular U.S. Mail or by any other method provided for herein.

17. GOVERNING LAW/JURISDICTION/VENUE. This Agreement will be governed by and construed or enforced in accordance with the laws of the State of Idaho. In regard to any litigation which may arise in regard to this Agreement, the parties will and do hereby submit to the jurisdiction of and the parties hereby agree that the proper venue will be in the Fourth Judicial District of Ada County, Idaho.

18. TIME OF ESSENCE. Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday, and the successive periods will be deemed extended accordingly.

19. COUNTERPARTS. This Agreement may be executed electronically and/or in any number of counterparts. Each party may rely upon any facsimile or counterpart copy as if it were one original document.

20. RECITALS AND EXHIBITS. All recitals and Exhibits to this Agreement are fully incorporated herein and made a part hereof.

21. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions will nevertheless be kept in effect.

22. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other joint or equity type agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation will have any right or cause of action hereunder.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. This Agreement may only be amended in writing signed by both parties.

24. SELLER'S ACCEPTANCE. If a fully executed Agreement has not been delivered by Seller to Buyer by 5:00 p.m. M.S.T. on November 22, 2021, this Agreement shall be deemed revoked and null and void.

[End of Text; Signatures Follow]

EXECUTED EFFECTIVE as of the Effective Date.

SELLER:

ARTIACH PROPERTIES L.P., an Idaho limited partnership

By: JMA Management L.L.C., an Idaho limited liability company, General Partner

By: _____
Miren E. Artiach, Manager

Date: _____

BUYER:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

By: _____
John Brunelle, Executive Director

Date: _____

ATTACHED: Exhibit A – Legal Description and Property Depiction

EXHIBIT A

LEGAL DESCRIPTION AND PROPERTY DEPICTION

Lot 7 and the West half of Lot 8 in Block 24, Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.



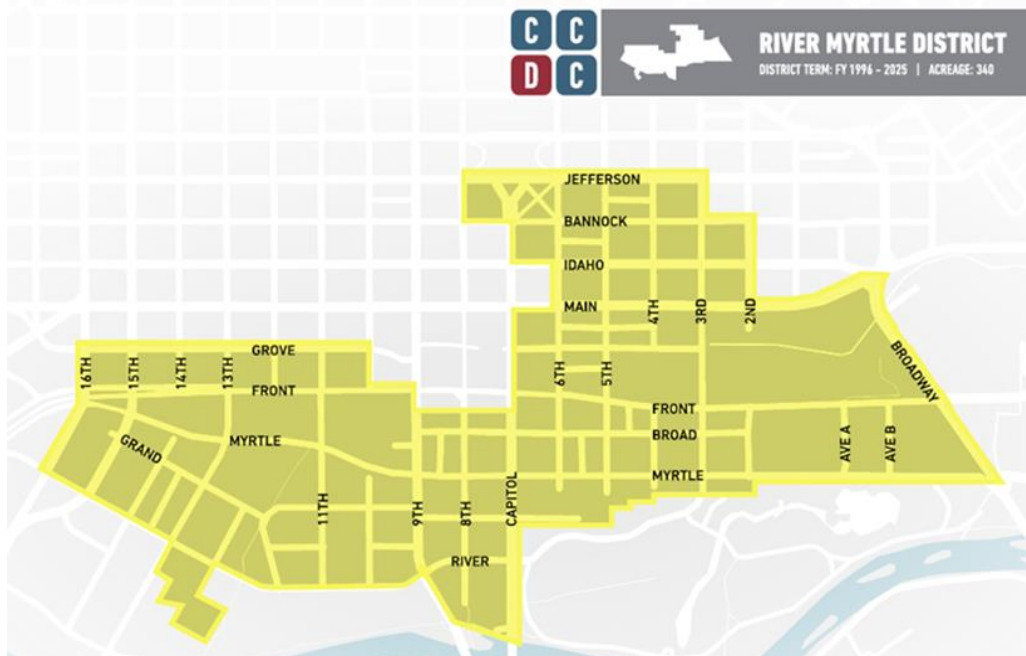


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DATE: November 15, 2021
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: CCDC leases 200 monthly, reserved spaces for public use and will reimburse for the installation of the approved public art piece, "Pale Blue Dot." On October 11, 2021, the Board approved an amendment to extend the deadline for the art installation to December 31, 2022 due to material and fabrication delays. *Project Lead: Alexandra Monjar*

200 W. Myrtle Street - Jules on 3rd (formerly Boise Caddis) - PP Type 2: This 160 unit apartment building with ground floor retail and parking garage owned by Ada County held its [opening celebration on August 5](#). The Agency is reviewing cost documentation materials for approximately \$1.2 million in eligible expenses and will begin reimbursement next year. *Project Lead: Alexandra Monjar*



204 E. Myrtle Street - CDG Boise - PP Type 2: The Board approved Type 2 assistance in December 2019. CDG Boise is building a 249-unit apartment building with 353 parking spaces. CCDC will reimburse approximately \$980,000 of public improvements including streetscapes and utility work. The developer expects to complete construction in late 2022 with core and shell construction currently underway. *Project Lead: Alexandra Monjar*

406 W. Broad Street - Hearth Apartments (formerly The Cartee) - PP Type 2: This project includes 160 apartment units and 176 structured parking spaces and approximately \$1.3 million in eligible expenses for streetscape improvements and utility upgrades. The developer anticipates completion in fall 2021 with pre-leasing starting in October. *Project Lead: Alexandra Monjar*

512 W. Grove Street - The Lucy - PP Type 2: This project includes 114 apartments and 8,000 sq. ft. of ground floor retail. 50 units will be dedicated to workforce housing. The Board approved a Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC at its March 2020 meeting to reimburse approximately \$1 million in eligible expenses for public improvements along 5th and Grove Streets and the alley. Developers are working to complete construction this year. *Project Lead: Alexandra Monjar*

116 6th Street - Thomas Logan - PP Type 2: A mixed-use residential and retail project consisting of 60 apartments, including income-restricted and market rate units, 5,000 sq. ft. of retail, and 9,000 sq. ft. of office space. The CCDC Board approved a Type 2 General Assistance Participation Agreement with development partners Capital Partners, Galena Fund, and deChase Miksis at its March 2020 meeting. The approved reimbursement agreement is for approximately \$600,000 of eligible expenses for public improvements in the alley and standard streetscape improvements along 6th and Grove Streets. Developers hope to complete construction before the end of 2021. *Project Lead: Alexandra Monjar*

113 S. 5th Street - 5th & Grove Office - PP Type 1: At its October 2021 meeting the Board approved the Type 1 Agreement for this project which includes reimbursement for up to \$200k for streetscape and alley improvements, utility upgrades, and awnings providing weather protection for pedestrians. Construction is underway, with completion anticipated in summer 2022. *Project Lead: Alexandra Monjar*

600 W. Front Street - The Vanguard - PP Type 2: Visum Development is constructing a 75-unit apartment building on the corner of 6th and Front Streets (former Biz Print location). The Board approved this project for Type 2 assistance at its December 2019 meeting. Visum has requested reimbursement for approximately \$400,000 of public improvements which includes streetscapes and utility work. Construction is ongoing and the developer plans to complete the project in late 2021. *Project Lead: Alexandra Monjar*

601 S. 8th Street - Mixed-Use with Public Parking - PP Type 3: Jordan-Wilcomb Construction is partnering with local developer Global Senior Housing on a mixed-use project that preliminarily includes office, retail, public parking, and residential units. The residential portion will be a specialty "Active Adult Community Platform" for 55+ year-old adults. Current use at the property

PARTICIPATION PROGRAM

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

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

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

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

Type 5: Disposition of CCDC-owned property.

is a vacant, one-story building that previously housed the Foothills School for Arts and Sciences. CCDC is interested in purchasing a parking condominium and providing public parking at the location to support the surrounding area. The project anticipates more than 160 residential units over 5 floors, 300 parking stalls, and over 20,000 sq. ft. of commercial and retail spaces. The project's total estimated development cost is \$53 million with construction anticipated in 2021 and open by late 2022 or early 2023. The Board approved designation of the project for Type 3 Participation Assistance at its September 2020 meeting, and authorized the Executive Director to execute a Letter of Intent at the February 2021 Board meeting. The Developer is working to complete all information required for a Type 3 Transformative Assistance project details. *Project Lead: Doug Woodruff*

Infrastructure

11th Street Bikeway & Streetscape Improvements - Grove Street to River Street: This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD-planned pavement rehabilitation, and stormwater infrastructure upgrades. A full report is located under the [Westside District](#). *Project Lead: Amy Fimbel*

RMOB Closeout Inventory and Analysis: This project will identify locations where streetscape upgrades are needed to address minor deficiencies or hazards within the right-of-way. A consultant will be selected in fall 2021 to perform a district-wide assessment of current conditions and to identify locations in need of improvements. Locations identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

Mobility

S. 5th St & Myrtle St - Signalized Crossing: This project anticipates installing a traffic signal on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition and to extend the signal-coordinated traffic calming of Myrtle Street. Kittelson & Associates completed a traffic signal warrant analysis for this project which CCDC submitted to the Idaho Transportation Department on July 15, 2021, with a formal request to allow signalization of the intersection. ITD reviewed the request and responded that it is not supportive of a signal at this intersection due to the proximity of other crossing locations along the corridor and that sufficient signal warrants are not currently met at 5th & Myrtle. *Project Lead: Zach Piepmeyer*

Place Making

Grove Street Old Boise Blocks - Multi-Block Improvement Project: CCDC conducted an inclusive, community-driven visioning process to develop a place-making strategy for this site. The process began in June 2020 with a series of stakeholder visioning meetings to create a community-supported vision for the area. The public had several opportunities to engage in the visioning process through summer and fall 2020. The Agency presented the visioning documents to the Board at its December 14, 2020 meeting. The Agency selected Jensen Belts Associates in February as the Landscape Architect of Record for the project. The Board approved the ranking of Guho Corp. as the selected CM/GC for the project at the April Board meeting. Stakeholder meetings are complete, and the project was presented to City Council in July 2021. CCDC received a draft memo from the City, which proposed tasks and a road map to gain design review approval for the project. CCDC is working on a response to the memo to ensure everyone is in agreement with the approval process. *Project Lead: Karl Woods*

Linen Blocks - W. Grove Street Improvements: This project assesses the Linen Blocks on Grove Street between 10th & 16th streets for catalytic infrastructure improvements. CCDC conducted an inclusive, community-driven visioning process for the project from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys and resulted in a final visioning document. GGLO started design in July 2021 and will have a completed design by May 2022. Construction is anticipated beginning in 2022/2023. The Agency hosted two public open houses for feedback on the concept design on September 22, 2021 and used a public survey to garner additional feedback. The Board approved Guho Corp. as the selected CM/GC for the project at the October Board Meeting. The project will be seeking agency approvals of the concept design soon. *Project Lead: Amy Fimbel*

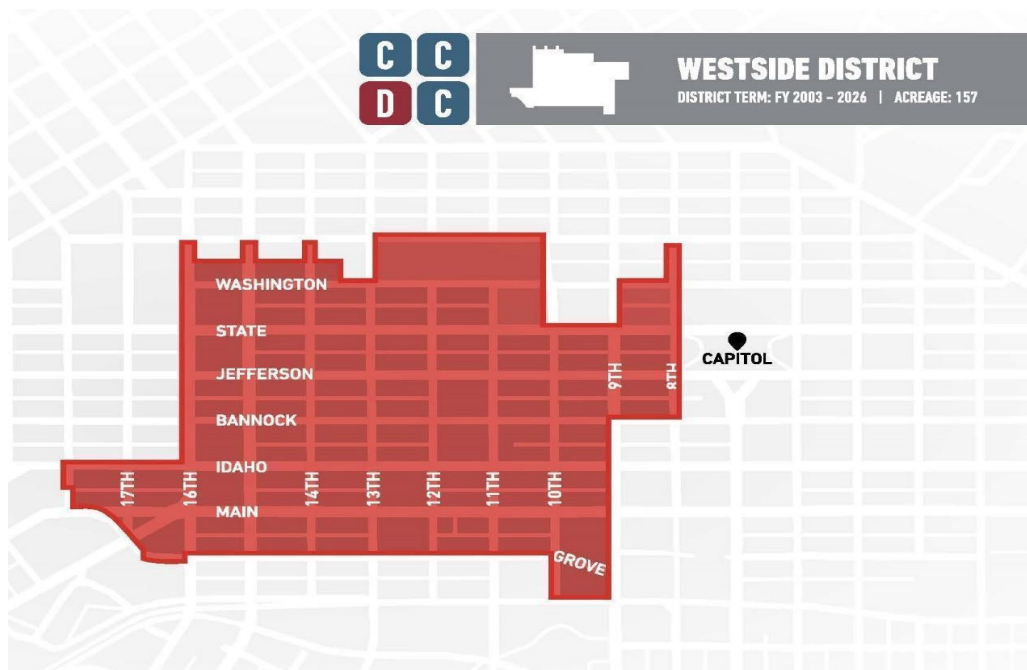
Boise City Canal Pathway - 3rd Street to Broadway: This project anticipates constructing a non-motorized multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway at the recently installed enhanced pedestrian crossing to Dona Larsen Park. As recommended in the 2020 Old Boise Blocks Visioning Report, pedestrian activation and connectivity through the Grove Street corridor (including connectivity to Broadway Ave) is important to stakeholders and the public. The project will include concept work (i.e. alternatives analysis), public outreach, final design and construction. Because no continuous public right-of-way exists within which to construct the pathway, close coordination and cooperation with adjacent property owners will be important. CCDC has initiated preliminary discussions with property owners and agency partners and is developing an RFQ for design-related services. Consultant selection and design work are anticipated to begin fall 2021. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements - 9th Street to Capitol Blvd: This project looks to improve Fulton Street between 9th Street and Capitol Boulevard. CCDC selected The Land Group to perform consultant design services for the project. Topographic Survey of the project area is completed, and the design team is engaging with property owners and public agency partners in a preliminary outreach effort. The team is developing concept alternatives and anticipates sharing these with the CCDC Board in December 2021. *Project Lead: Zach Piepmeyer*

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Installation of the sculpture is anticipated in early November 2021. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



Economic Development

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building developed by Rafanelli and Nahas and is adjacent to the Cherie Buckner-Webb Park. The Board approved the final agreement in August 2019. The Agency is working with the Participant to gather all necessary cost documentation. CCDC will reimburse the developers for streetscape improvements completed along Idaho and 11th Streets, not to exceed \$740,690. *Project Lead: Alexandra Monjar*

1715 W. Idaho St - 17th and Idaho - Agency-Owned Property: The Developer, SMR Development LLC, has negotiated a Purchase and Sale Agreement for the additional properties beyond 1715 Idaho included in its proposal. The Agency negotiated a Disposition and Development Agreement with SMR Development LLC, as previously directed by the CCDC Board at the January 28, 2021, Special Board meeting. The CCDC Board approved the negotiated Disposition and Development Agreement at its July 12, 2021 Board meeting. In accordance with the terms of the Agreement, sale of the property to Developer closed on October 15, 2021, and the project is now progressing into the construction phase. *Project Lead: Doug Woodruff*

Block 68 Catalytic Redevelopment Request for Proposals: At its May 2021 meeting, the Board approved issuance of a Request for Proposals concerning disposition of the two Agency-owned properties of 1010 W. Jefferson Street and 421 N. 10th Street. As part of Block 68 Catalytic Redevelopment RFP, the Agency seeks a public-private partnership to develop housing that fills gaps unmet by the private market, to expand attainable housing opportunities for Boise's active workforce and their families. The Agency is offering its two properties, participation with public infrastructure improvements, and a ParkBOI mobility hub. At the September 2021 Board meeting, the Agency introduced the three received proposals and formed the Board's Review Committee, which is comprised of three Board members and assisted by the Agency. *Project Lead: Doug Woodruff*

1010 W. Jefferson St. - 10Ten Building - Agency Owned Property: No significant maintenance items to report. *Project Lead: Aaron Nelson*

421 N. 10th St. - Agency Owned Property: No significant maintenance items to report. *Project Lead: Aaron Nelson.*

Infrastructure

11th Street Bikeway & Streetscape Improvements - State Street to Grove Street: This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City and ACHD for 11th Street as a corridor that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two URDs with the improvements extending into RMOB with the continuation from Grove St. to River St. ACHD is advancing with the design of bikeway facility improvements for 11th St. from Heron St. to State St. in preparation for installation in FY2022. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD planned pavement rehabilitation, stormwater upgrades, and the replacement of the Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates started design work February 2021 and submitted for Design Review in September 2021. Final design is anticipated in February 2022 with construction to follow in summer 2022. McAlvain Companies is the Construction Manager/General Contractor assisting with pre-construction efforts. An early design package for the canal replacement scope of work completed in September. McAlvain solicited bids for the work, but costs for the canal improvements exceeded ACHD available budget. Scope will re-bid as part of the overall program of work in spring 2022. *Project Lead: Amy Fimbel*

1010 W. Main St - Avery Building - PP Type 3: Avery LLC, led by local developer Michael Hormaechea in partnership with chef Cal Elliott, a Michelin Star recipient, is currently renovating the vacant, four-story building at 1010 W. Main Street to include 39 boutique hotel rooms and two restaurant spaces. In addition to restoring the building, Avery LLC plans to enhance the alley as a public space, for access to one of the restaurants. The Avery Hotel redevelopment will be the first time in 60 years that all four stories will be in use. The building is a contributing element on the National Register of Historic Places. The developer has negotiated a Historic Façade Easement with Boise City and is requesting reimbursement for eligible façade restoration work as part of a Type 3 Transformative Assistance project. In total, the project is estimating nearly \$1.1 million in reimbursement costs. At the July 12, 2021 Board meeting, the Agency designated the project for Type 3 Transformative Assistance. The project is now scheduled for Board approval of the Type 3 Agreement at the November 15, 2021 Board meeting. *Project Lead: Alexandra Monjar*

State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd & 15th Streets. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th Street and streetscape improvements between 12th Street and 14th Street. Streetscape components include wider sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and stormwater retention. In the absence of CCDC participation on this project, existing streetscapes would be eliminated by ACHD between 12th & 14th Streets due to roadway widening to five lanes. ACHD is considering additional green stormwater infrastructure features in the form of bio-retention planters at select intersections throughout the project area. CCDC negotiated an interagency agreement and cost share permit with ACHD and the City. ACHD's design consultant is currently preparing 95% design plans for the project with an expected construction start date of late spring 2022. *Project Lead: Zach Piepmeyer*

Mobility

North 8th Street - City/ACHD Traffic Configuration: This project will improve the streetscapes and bike facilities on North 8th Street as well as provide new paving and extend the downtown fiber-optic network in accordance with City plans and public and partner agency input. This \$2.6 million project is substantially complete and the final walk through occurred on July 14. Project closeout is in process. *Project Lead: Karl Woods*

8th Street Improvements, State Street to Franklin Street: With the Westside URD expansion in late 2020, CCDC intends to implement low-stress bike facilities on 8th Street between State Street and Franklin Street. This project will improve mobility and safety between the North End and Boise State University. The proposed 8th Street bike facilities will connect to a future east-west ACHD Franklin Street Bikeway, and ACHD has initiated a companion project to extend 8th Street bike facility improvements north of Franklin St. to Union St. The CCDC project will also contemplate undergrounding of power and telecommunication lines as well as streetscape improvements along the frontage of several properties. CCDC selected Kittelson & Associates to perform consultant design services in late May 2020 and negotiated the first Task Order to complete concept design between July and December 2020. Preliminary alternatives are currently under development. *Project Lead: Zach Piepmeyer*

30TH STREET DISTRICT



Economic Development

186 S Whitewater Park Blvd - Corner Gem / North 27th and West Main Mixed Use: Roundhouse has submitted a Type 3 application for a project at this 186 South Whitewater Park Boulevard that includes over 150 apartments and 15,000 sq. ft. of commercial and retail space. The developer would also build a North 28th Street extension connecting Main Street and Fairview Avenue through the property. The developer plans future phases that will potentially add

apartments, transportation connectivity, structured parking and commercial spaces. The developer anticipates beginning roadwork in fall 2022. *Project Lead: Alexandra Monjar*

901 N 27th Street - 27th Street Crossing – PP Type1: The Board approved a Type 1 agreement in May 2021 for this mixed-use project located at the northeast corner of N. 27th Street and Stewart Ave. The project will include 65 apartments and 6,000 sq. ft. of ground-floor commercial space. Eligible expenses include improvements to stormwater facilities, sidewalks with trees and landscaping, alley improvements, and public art. The City is reviewing building permits with expected completion June 2022. *Project Lead: Alexandra Monjar*

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for Type 2 assistance for its planned residential and commercial mixed-use project located at 27th Street and Fairview Avenue. The project contemplates two, seven-story, mixed-use apartment buildings with 358 total units and ground floor retail space and parking, and a four-story office building. The developer plans to extend Fletcher Street to Fairview Avenue, as proposed in the [ACHD Fairview and Main Local Streets Plan](#) and connect the greenbelt to both streets. The project received Design Review approval in May 2021 and is currently working to obtain approval for street extension plans from ACHD. *Project Lead: Alexandra Monjar*

Mobility

Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main St. and Fairview Ave between N 27th St and N 16th St. Wright Brothers started construction August 26 and anticipates being complete by spring 2022. *Project Lead: Amy Fimbel*

2525 W Fairview - St. Luke's Transit Station - PP Type 4: The construction of St. Luke's project on 27th and Fairview Ave. overlaps with CCDC's Main and Fairview Transit Stations and Platforms project. The Agency is finalizing its Type 4 Participation Agreement with St. Luke's Health System, which will subcontract for the construction of this platform, following the Board's designation in June 2021. Station construction will be complete by fall 2022. *Project Lead: Alexandra Monjar*

SHORELINE



Economic Development

17th Street Reinvestment Study: CCDC prepared a neighborhood level study for the western portion of the Shoreline URD generally bounded by the I-184 Connector, Americana Blvd and the Boise River. The objective of this project was to identify opportunities for public investment by CCDC and partner agencies, which will spur private investment in the study area. The Project Team delivered the final report at the end of August 2021. *Project Lead: Zach Piepmeyer*

GATEWAY EAST



GATEWAY DISTRICT

DISTRICT TERM: FY 2020 – 2039 | ACREAGE: 2,643



Economic Development

9100 S. Eisenman Road – PP Type 2: R.L.R. Investments, LLC is building a new regional hub with an estimated total cost of \$9.8 million that will include three structures: a 5,000 sq. ft. office, 60,000 sq. ft. freight terminal, and 9,000 sq. ft. maintenance shop. The CCDC Board approved the Type 2 agreement at its June 2020 meeting. The project included approximately \$385,000 in eligible expenses. Construction is complete, and the developers are preparing cost documentation. *Project Lead: Alexandra Monjar*

9605 S. Eisenman Road – Boise Gateway 1 – PP Type 2: Boise Gateway 1 is a 168,000 sq. ft. industrial building project with related site improvements located at the southwest corner of Eisenman Road and Freight Street. This was the first project / phase of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground-leased to the Boyer Company for development. The project was completed last summer with the primary tenant, Verde Fulfillment, which now occupies and is operating out of the building. Estimated total project value is \$13 million with an estimated \$425,000 of eligible expenses. The project was designated for Type 2 assistance at the November 2019 Board Meeting. Boyer is finalizing its submission of proof of payment to all vendors. CCDC will begin reimbursement in September 2022. *Project Lead: Alexandra Monjar*

2155 E. Freight Street - Boise Gateway 2 - PP Type 2: Boise Gateway 2 will be a 287,000 sq. ft. retail sort station for online order fulfillment. This project is the second phase of the 140-acre Boise Gateway Industrial Park. Estimated total project value is \$53.9M with approximately \$580,000 in eligible expenses. The Board designated this project in February 2021 and approved the Agreement in August 2021. Construction is expected to complete in fall 2021. *Project Lead: Alexandra Monjar*

10026 S. Eisenman Road – Mr. Gas 21 – PP Type 2: Lynch Land Development is building Mr. Gas' first Boise location off the Eisenman exit of I-84. The project will include amenities for

professional drivers including an 11,000 sq. ft. retail center offering prepared foods, essential goods, and showers. Total estimated development costs are approximately \$12.9 million with just over \$1 million spent on public improvements to extend water and sewer main lines and install a sidewalk and streetlights. CCDC estimates it will be able to reimburse \$480,000 of these costs through the Type 2 agreement approved March 2021. Construction is nearing completion and the Agency is in discussion with the developer to begin their cost documentation. *Project Lead: Alexandra Monjar*

1001 E. Gowen Road – AZEK – PP Type 2: Decking manufacturer AZEK is investing over \$123 million to retrofit the old Shopko building, including \$1.4M in eligible expenses to expand power infrastructure and four streetlights to create its flagship location in the American West. The company anticipates creating 160 new permanent jobs with a median salary of \$80,000. The Board designated this project for Type 2 participation in August 2021 and construction began later that month with full operation expected in January 2022. The Agency is finalizing the agreement, which includes coordination with Idaho Power regarding their refund program for the power substation. *Project Lead: Alexandra Monjar*

Mobility

Gowen Road - ACHD Cost Share - PP Type 4: This is a cost-share project with an ACHD bridge replacement project on Gowen Road at the railroad crossing. CCDC-funded improvements include installation of a fiber-optic conduit bank between Exchange Street and Eisenman Road, a wider sidewalk on the approaches to the bridge and a longer bridge span, which will accommodate a future Rail-with-Trail pathway under the bridge. Construction of the improvements is underway. *Project Lead: Zach Piepmeyer*

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: The southern end of Eisenman Road is currently a two-lane rural roadway with no pedestrian or bike facilities. While a future project is anticipated in the ACHD CIP between 2026 and 2030 to widen Eisenman and will likely include permanent bike/ped facilities, residents of the Blue Valley Estates Mobile Home Park desire a safe option for pedestrian travel along the Eisenman frontage of the Park now – particularly for school age children trying to access the only available school bus stop at the intersection of Eisenman Road and Blue Valley Lane. CCDC is coordinating with the South Eisenman Neighborhood Association, Boise School District, Idaho Power, and City of Boise to identify potential interim pedestrian and overhead lighting improvements on the west side of Eisenman adjacent to the Park. CCDC has contracted with Civil Survey Consultants on an initial task order to analyze three different alternative opportunities to improve conditions: two alternatives seek to provide interim pedestrian facilities and the third will provide infrastructure which would allow Boise School District to modify current school bus routing and better serve the Park. CCDC intends to select a preferred alternative in January 2022. *Project Lead: Zach Piepmeyer*

Infrastructure

Production Street and Gowen Road Utilities: This project will install new fiber optic conduit banks and associated vaults along Production Street and Gowen Road for the City to enhance data connectivity within city limits. CCDC Board approved contract award to Track Utilities LLC at the September Board meeting. Construction is anticipated to start in November and be completed by February 2022. *Project Lead: Amy Fimbel*

AGENCY WIDE – ALL DISTRICTS

Economic Development

State Street Study Area: The new State Street Urban Renewal District will promote compact, mixed-use, mixed income development along the corridor that is supportive of and supported by high quality transit, in accordance with established plans for the corridor. Following the third reading and approval of the State Street Urban Renewal Plan ordinance by Boise City Council on October 26, the Boise City Clerk published the ordinance in the Idaho Statesman on November 3, transmitted it to underlying taxing districts, and recorded it with Ada County. The new district will take effect following the 30-day protest period, and will have a sunset date of December 31, 2041. *Project Lead: Matt Edmond*

Parking & Mobility

ParkBOI Operations: The Agency executed a contract renewal with The Car Park, effective October 1, following a public Request for Qualifications process and ranking that was approved by the Board at the August 9 meeting. *Project Lead: Matt Edmond*

ParkBOI - All Garages - Cleaning: The parking operator conducts semiannual cleaning in the spring and fall to ensure clean facilities for the public and to extend the life of the garages. The fall cleaning will begin the first week of September with the 9th & Main Garage followed by Capitol & Myrtle, Capitol & Main, 9th & Front, 11th & Front, and 10th & Front with estimated completion in early November. *Project Lead: Aaron Nelson*

ParkBOI - Garage Stairwell Handrails: The Agency hired Hummel Architects to develop plans to modify or replace non-code compliant handrails and guardrails in the stair towers and non-compliant cable guard rails on the parking decks at 9th & Main, 10th & Front, Capitol & Main, Capitol & Myrtle garages. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Agency Owned Property: The Agency hired John Rohrer Contracting Company (JRCC) to perform partial depth concrete repairs and column repairs, mainly on Level 2, to prevent further deterioration of the support beams and to extend the service life of the garage by 12-15 years. The total project cost was \$985,172. The project is now complete as of October 15 and the garage has returned to normal operations. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Stairwell Enclosure: The Agency hired Hummel Architects to provide drawings and specifications to enclose the stairwells, to prevent weather damage and water infiltration. Construction anticipated starting in early 2022. *Project Lead: Aaron Nelson*

City GO: Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of Valley Regional Transit, City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a \$60,000 contribution to City Go in the proposed FY2022 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Matt Edmond*

ParkBOI - 9th & Main Garage: The Agency hired Hummel Architects to provide coordination drawings for bidding waterproofing patching at specific areas at the 9th & Main and Capitol &



Main garages. Patching the waterproofing membrane every 3-5 years will help extend the life of the garage. Construction expected in spring 2022. *Project Lead: Aaron Nelson*

ParkBOI - 9th & Front Parking Garage: The Agency hired Guho Corp. to perform repair work on the 9th & Front stair towers to remove damaged concrete and rehabilitate corroded rebar due to weather to extend the service life of the stair towers by 10-15 years. The stair towers have returned to normal use as of October 1. The installation of the rain gutters will be complete in mid-November and the project will be complete. The project cost is \$866,107. *Project Lead: Aaron Nelson*

ParkBOI - Door Hardware & ADA Upgrades: The agency initiated this project to bring door hardware and accessible routes up to current International Building Code. Project is complete. *Project Lead: Karl Woods*

Condominium Associations

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
October 2020	TBD	December 31, 2021
Issues/Comments:		

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%
Hendricks	BoDo Retail Units	20.07%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due

November 2020	TBD	November 30, 2021
Issues/Comments:		

Bank Plaza Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
LN City Center Plaza/ Clearwater Analytics	A, 1A, 1B, 1C, 1H, 1K, 1L, 2C, 3C, 5A, 6A, 7A, 8A, 9A	77.372%
CCDC	1F, 1G, 1J, 2B, 4B, 5B	6.861%
GBAD	4A	3.040%
Boise State University	1D, 1E, 2A, 3A, 3B	6.131%
Valley Regional Transit	B1, B2, B3	6.429%
Sawtooth Investment Mgmt	10A	0.167%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
July 23, 2021	TBD	August 2022
Issues/Comments:		

Capitol Terrace Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 26, 2021	October, 2022	February 2022
Issues/Comments:	Meeting held October 26. Shayna Cox informed the Agency a new trash compactor in the trash room as well as a recycler for cardboard would be installed.	



Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 15, 2021	September 2022	September 30, 2022
Issues/Comments:	Annual meeting held on September 15, 2021. Les Bois Holdings and Eastman Building notified of upcoming Garage projects that will take place in Fiscal year 2022.	

ACME Fast Freight Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 9, 2020	TBD	September 30, 2021
Issues/Comments:		

#



END



V.
ADJOURN