

BOARD OF COMMISSIONERS MEETING

December 13, 2021

121 N 9TH ST, SUITE 501

B0ISE, ID 83702

CAPITAL CITY DEVELOPMENT CORP 208.384.4264

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting Conference Room, Fifth Floor, 121 N. 9th Street December 13, 2021, 12 p.m.

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

AGENDA

- I. CALL TO ORDER Chair Zuckerman

III. WORK SESSION

A. 8th Street Improvements, State to Franklin - Concept Preview (10 minutes) Zach Piepmeyer

B. Fulton Street Improvements, 9th to Capitol - Concept Preview (10 minutes) Zach Piepmeyer

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

- 1. Approval of Paid Invoice Report November 2021
- B. Minutes and Reports
 - 1. Approval of November 15, 2021 Meeting Minutes
- C. Other
 - 1. Approve Resolution 1734 Memorandum of Understanding: State Street / Idaho 44 Transit Corridor Implementation Coordination
 - 2. Approve Resolution 1732 Appointment of Board Secretary Pro Tem
 - 3. Approve Resolution 1733 Records Destruction
 - 4. Approve Consent to Transfer Interests to the Civic Plaza Apartments

V. ACTION ITEM

- A. CONSIDER: Appointment of Executive Committee Member (5 minutes)...... Chair Zuckerman
- B. CONSIDER: Designate 1700 W Main St. 17th & Main Type 1 Participation Program (5 minutes)......Alexandra Monjar

VI. 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. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report For the Period: 11/1/2021 through 11/30/2021

Payee	Description	Payment Date	Amount
Debt Service:	·		
Payroll:			
PERSI	Retirement Payment	11/3/2021	17,446.91
EFTPS - IRS	Federal Payroll Taxes	11/3/2021	14,298.40
Idaho State Tax Commission	State Payroll Taxes	11/3/2021	2,116.00
CCDC Employees	Direct Deposits Net Pay	11/3/2021	37,105.87
PERSI	Retirement Payment	11/17/2021	17,803.78
EFTPS - IRS	Federal Payroll Taxes	11/17/2021	14,303.92
Idaho State Tax Commission	State Payroll Taxes	11/17/2021	2,117.00
CCDC Employees	Direct Deposits Net Pay	11/17/2021	36,770.05
		Total Payroll Payments:	141,961.93
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached) November 2021	450,021.28

Total Cash Disbursements: \$ 591,983.21

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

Joey Chen

Finance Director

12/6/2021

Date

John Brunelle

Executive Director

12/6/2021

Date

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2021 - 11/30/2021

Report Criteria:

Detail report type printed

endor Imber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie	239	Management Training FY2	10/31/2021	4,000.00	12228	11/24/202
Tota	al 4136:				4,000.00		
4082	Acme Fast Freight	1600009033	11th & Front garage CAM e	11/02/2021	2,014.50	12229	11/24/202
Tota	al 4082:				2,014.50		
3659	Ada County	OCT21 AC OCT21 AC	Oct 2021 Master Ground Oct 2021 Surplus Ground	10/31/2021 10/31/2021	12,309.75 14,389.00	64072 64072	11/23/202 11/23/202
Tota	al 3659:				26,698.75		
1058	Ada County Highway Distri	16816	2021 Downtown Boise Impl	09/30/2021	4,321.97	64073	11/23/202
Tota	al 1058:				4,321.97		
1316	Blue Cross of Idaho	2127700002	Health Insurance - Nov 202	11/01/2021	25,985.14	64068	11/01/202
Tota	al 1316:				25,985.14		
1385	Boise City Utility Billing	848WMAIN	848 Main St # 0447416001	11/01/2021	8.42	12254	11/26/202
Tota	al 1385:				8.42		
4022	Boxcast Inc	B57F3A3-00	storage fees	11/01/2021	25.83	12230	11/24/202
Tota	al 4022:				25.83		
3816	Capitol Landscape Inc.		Tree grate & Paver repair Reset Bike Rack & Pavers-	10/26/2021 11/10/2021	790.00 690.00	12231 12231	11/24/202 11/24/202
Tota	al 3816:				1,480.00		
3712	Car Park	SEPT2021 SEPT2021 SEPT2021 SEPT2021 SEPT2021 SEPT2021 SEPT2021 SEPT2021	Cap & Main - Cap Terrace Cap & Myrtle - Myrtle 10th & Front - refunds 9th & Front - refunds 9th & Main - Eastman-refu Cap & Main - Cap Terrace r	09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021 09/30/2021	30,000.00 29,466.50- 28,269.23 34,446.85 28,847.81 51,459.16 21,228.19 1,642.41 2,046.11 1,167.46 1,496.66 1,177.35 3,468.00	12244 12244 12244 12244 12244 12244 12244 12244 12244 12244 12244	11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202 11/26/202
Tota	al 3712:				175,782.73		
1556	Caselle Inc.	112356	Contract support - Nov 202	11/01/2021	840.00	64069	11/01/202
Tota	al 1556:				840.00		

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2021 - 11/30/2021

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'endor umber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4184	Chandlers - Boise LLC	93021 CHAN	Reimburse for construction	09/30/2021	1,340.79	64074	11/23/202
Tota	al 4184:				1,340.79		
1595	City of Boise	11	State St URD Establishme	09/30/2021	9,020.00	64075	11/23/202
		IL1782	Downtown Core Maint - R	10/01/2021	2,088.45	64075	11/23/202
		IL1782	Downtown Core Maint - W	10/01/2021	1,512.33	64075	11/23/202
		IL1800	Downtown Core Maint - R	11/01/2021	2,088.45	64075	11/23/202
		IL1800	Downtown Core Maint - W	11/01/2021	1,512.33	64075	11/23/202
Tota	al 1595:				16,221.56		
4116	Civil Survey Consultants In	21045-01	Eisenman Interim Improve	10/29/2021	4,461.00	12232	11/24/202
Tota	al 4116:				4,461.00		
1838	Elam & Burke P.A.	193188	Units 401/102 Civic Partner	10/31/2021	350.00	12245	11/26/202
		193189	Parcel B Hotel Project	10/31/2021	2,845.55	12245	11/26/202
		193190	•	10/31/2021	503.95	12245	11/26/202
			New URD - State STreet	10/31/2021	2,414.60	12245	11/26/202
		193193	, ,	10/31/2021	1,052.70	12245	11/26/202
		193194		10/31/2021	111.25	12245	11/26/202
			River Myrtle Implement Act	10/31/2021	450.00	12245	11/26/202
		193197	WS District	10/31/2021	9,711.80	12245	11/26/202
Tota	al 1838:				17,439.85		
4115	HDR Engineering Inc	1200386419	Main & Fairview Transit Sta	10/29/2021	9,576.25	12246	11/26/202
Tota	al 4115:				9,576.25		
3810	Hummel Architects PLLC	10030	Parking Garage Membrane	10/29/2021	450.50	12233	11/24/202
		10031	ParkBOI-Stairwell Hand Ra	10/29/2021	1,718.00	12233	11/24/202
		10032	10th & Front Pkg Garage S	10/29/2021	626.00	12233	11/24/202
Tota	al 3810:				2,794.50		
2165	Idaho Power	350 N 9TH O	9th St outlets #220040660	10/29/2021	3.51	12253	11/18/202
		9TH&STATE	9th & State # 2201627995	10/29/2021	3.51	12252	11/17/202
Tota	al 2165:				7.02		
3900	Idaho Records Manageme	0147337 A	Records Storage	10/31/2021	80.04	12234	11/24/202
Tota	al 3900:				80.04		
3808	Jed Split Creative		Block 68 - Promotional Ma Block 68 - Promotional Ma	09/30/2021 09/30/2021	3,990.00 1,330.00	64076 64076	11/23/202 11/23/202
Tota	al 3808:				5,320.00		
4174	John Rohrer Contracting C	10100 4	10th & Front Garage Struct	10/29/2021	30,461.10	12247	11/26/202
41/4	John Romer Contracting C		10th & Front Garage Struct	10/29/2021	30,461.10 18,593.68	12247	11/26/202
			10th & Front Garage Water	10/29/2021	4,174.50	12247	11/26/202
	al 4174:				53,229.28		

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2021 - 11/30/2021

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endor umber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
2360	Kittelson & Associates Inc.	0121311	5th & Myrtle - Signalize Cro	09/30/2021	120.00	12235	11/24/2021
Tota	al 2360:				120.00		
3950	McAlvain Construction Inc.	210083 3.1	WS Preconstruction	10/31/2021	3,628.48	12236	11/24/202 ²
		210083 3.2	RMOB Preconstruction	10/31/2021	1,104.32	12236	11/24/202
Tota	al 3950:				4,732.80		
2567	Mountain States Appraisal	ID2-210193	521 W Grove St Property A	11/02/2021	4,500.00	12237	11/24/202
Tota	al 2567:				4,500.00		
3767	neurilink IIc	138376-DEP	Boardroom Meeting Tech U	11/09/2021	21,604.37	12248	11/26/202
Tota	al 3767:				21,604.37		
2774	Pro Care Landscape Mana	40936	Landscape Maintenance -	10/29/2021	282.00	12238	11/24/202
		40937 A	Landscape Maintenance -	10/29/2021	179.00	12238	11/24/202
		40938	Landscape Maintenance -	10/29/2021	75.00	12238	11/24/202
		40939	Landscape Maintenance -	10/29/2021	94.00	12238	11/24/202
		40940	Landscape Maintenance -	10/29/2021	159.00	12238	11/24/202
Tota	al 2774:			-	789.00		
2798	Quadrant Consulting Inc.	11798	Old Boise - Grove Street C	10/31/2021	1,489.02	12239	11/24/2027
Tota	al 2798:				1,489.02		
4125	Red Sky Inc	12266	Communication Services F	09/30/2021	2,000.00	64077	11/23/202
Tota	al 4125:				2,000.00		
3896	Rim View LLC	110121 RV	Monthly Rent - Trailhead N	11/01/2021	15,250.00	64070	11/01/202
Tota	al 3896:			-	15,250.00		
3542	Security LLC - Plaza 121	110121 SP	Office rent - Nov 2021	11/01/2021	14,145.00	64071	11/01/202
Tota	al 3542:				14,145.00		
3974	Stability Networks Inc.	37327	IT Services - FY2022	10/31/2021	2,915.00	12240	11/24/202
	,	37411	Dell Desktop	10/31/2021	940.00	12240	11/24/202
		37442	AppRiver SecureTide	10/31/2021	89.00	12240	11/24/202
		37442	Cisco Subscription	10/31/2021	5.84	12240	11/24/202
			Cloud Backup	10/31/2021	480.00	12240	11/24/202
		37442	M365 Apps for Business	10/31/2021	148.25	12240	11/24/202
Tota	al 3974:				4,578.09		
3242	Suez Water Idaho	437 S 9TH N	437 S 9th St irri #06006688	11/10/2021	30.87	12255	11/29/202
		516 S 9TH N	516 S 9th St irri #06006391	11/10/2021	39.07	12256	11/29/202
		866 W MAIN	Eastman office #06000337	11/10/2021	83.10	12257	11/29/202
		GROVE & 10	Grove & 10th #060035756	11/10/2021	105.20	12258	11/29/202
Toto	al 3242:				258.24		

Paid Invoice Report - Alphabetical Check issue dates: 11/1/2021 - 11/30/2021

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endor umber	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4109	Syringa Networks LLC	21NOV0382	internet & data	11/01/2021	649.86	64078	11/23/202
Tota	al 4109:				649.86		
3831	The Land Group Inc.	0147081	Fulton St Improvements, 9t	10/31/2021	16,001.22	12249	11/26/202
Tota	al 3831:			-	16,001.22		
4074	The Potting Shed	19908	Interior Plant Maint.	- 10/29/2021	65.00	64079	11/23/202
Tota	al 4074:			-	65.00		
3170	Treasure Valley Coffee Inc	2160:078805	Water & Cooler Rental	- 10/31/2021	106.00	64080	11/23/202
Tota	al 3170:			-	106.00		
3233	United Heritage	112021UH	Disability insurance - Nov	11/01/2021	1,332.16	64081	11/23/202
Tota	al 3233:			-	1,332.16		
Tota 3997 Tota	US Bank - Credit Cards al 3835: Wash Worx al 3997: Westerberg & Associates	10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021 10.25.2021	Insurance Office Supplies Computer & Software Dues & Subscriptions Travel & Meeting (non-local Personnel Training (Local) Professional Services Street/District Improvement Banking & Merchant Fees Parking Facilities Improve Parking Facilities Improve Bench Repair-RMOB	10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021 10/25/2021	92.00 634.75 1,734.76 1,574.87 186.67 109.00 7.45 363.12 83.30 1,291.60 225.94 6,303.46 675.00 675.00 2,000.00	12222 12222 12222 12222 12222 12222 12222 12222 12222 12222 12222 12222	11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202 11/08/202
	al 3365: Western States Equipment	IN001744087	Bldg 8 generator inspection	- 10/31/2021	2,000.00	64082	11/23/202
Tota	al 3374:	IN001829410	Bldg 8 generator maintena	11/05/2021	553.28	64082	11/23/202
3990	Xerox Corporation	014745815 A	Copier Lease	- 10/29/2021	329.61	12243	11/24/202
Tota	al 3990:			-	329.61		
4158	Zoom Video Communicatio	INV11741543	video conference service 1	- 11/11/2021	911.54	64083	11/23/202
Tota	al 4158:			-	911.54		
Gra	nd Totals:			-	450,021.28		

MINUTES OF MEETING BOARD OF COMMISSIONERS CAPITAL CITY DEVELOPMENT CORPORATION Conference Room, Fifth Floor, 121 N. 9th Street Boise, ID 83702 November 15, 2021

I. CALL TO ORDER:

Board Members other than Vice Chairman Woodings appeared remotely, as did John Brunelle Executive Director, Joey Chen, Director of Finance & Administration, Alexandra Monjar, Project Manager – Property Development, and Ryan Armbruster, CCDC Legal Counsel.

Vice Chairman Ryan Woodings, and Sarah Jones, Executive Assistant, were present at the CCDC physical office location.

Michael Hormaechea, HDLLC Boise, joined the meeting remotely. Mike Stoddard, Hawley Troxell, joined the meeting remotely.

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 Danielle Hurd, Commissioner John Stevens, Commissioner Gordon Jones, and Commissioner Latonia Haney-Keith.

Absent: Commissioner Dana Zuckerman, Commissioner Lauren McLean.

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

Vice Chair Woodings convened the meeting with a quorum at 12:00 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

Commissioner Bieter moved to amend the agenda for this board meeting to include Consent Agenda Item III to add A: Appoint Joey Chen as temporary Secretary for purpose of this meeting and related actions. CCDC received guidance from counsel to take this action after the posting of the original agenda for the November 15, 2021, Board meeting.

Commissioner Haney-Keith seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 5-0

Commissioner Bieter moved to amend the agenda for this board meeting to include Action Item IV to add Item C: Confirm and approve required notices for redemption of the Series 2011B Bonds; authorizing the Executive Director sign the notices, and authorizing the redemption amount as set forth on the Bank of America payoff statement. CCDC received guidance from bond counsel for the Series 2011B Bonds to take this action after the posting of the original agenda for the November 15, 2021, Board meeting.

Commissioner Haney-Keith seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 5-0

III. ACTION ITEMS: CONSENT AGENDA

A. Appoint Joey Chen as temporary Secretary for the 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

Commissioner Bieter made a motion to approve the Consent Agenda.

Commissioner Hurd seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 5-0

IV. ACTION ITEMS

A. CONSIDER: Approve Resolution 1725 - 1010 W Main Street, Avery LLC – Type 3 Participation Program

Alexandra Monjar, Property Manager, gave a report.

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

Commissioner Haney-Keith seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 5-0

B. CONSIDER: Authorize Offer to acquire 521 W. Grove Street, owned by Artiach Properties LP and transmit proposed Purchase and Sale Agreement

John Brunelle, Executive Director, gave a report.

Commissioner Bieter, moved 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.

Commissioner Hurd Seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd – Aye Commissioner Jones - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 6-0

Commissioner Jones joined the meeting.

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

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

Commissioner Bieter, moved to confirm and approve the letter to Civic Plaza and the required notices as presented in substantially the form for redemption of the Series 2011B Bond, authorizing signature by the Executive Director and authorizing payment of the redemption amount as set forth on the Bank of America payoff statement.

Commissioner Haney-Keith Seconded.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Jones - Aye Commissioner Stevens - Aye Commissioner Woodings - 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 Bieter to adjourn the meeting. Commissioner Haney-Keith seconded the motion. A roll call vote was taken.

Roll Call: Commissioner Bieter - Aye Commissioner Haney-Keith- Aye Commissioner Hurd - Aye Commissioner Jones - Aye Commissioner Stevens - Aye Commissioner Woodings - Aye

The motion carried 6-0. The meeting adjourned at 12:31 pm.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF DECEMBER 2021.

Dana Zuckerman, Chair

Lauren McLean, Secretary



AGENDA BILL

Coordination		<u> </u>
Staff Contact: Matt Edmond	Attachments: 1. Resolution No. 1734 2. Memorandum of Understanding	

Compass, Valley Regional Transit, and other partner agencies are in the process of renewing the Memorandum of Understanding (MOU) for the coordination and implementation of the State Street Transit and Traffic Operation Plan (TTOP). The Agency is involved as a party to the MOU because the geographic scope of the TTOP includes parts of several urban renewal districts, including the recently established State Street District. The Agency is involved in State Street and other regional transit corridor planning and implementation efforts as they generally terminate in downtown Boise where the Agency plays an important role in mobility and travel demand management.

Fiscal Notes:

This Memorandum of Understanding is non-binding and carries no fiscal obligations.

Background:

Land use and transportation agencies in the Treasure Valley have been working together for a number of years to develop and improve State Street as an essential high capacity transit corridor into Downtown Boise through transit-supportive development, including transit-oriented development nodes, pedestrian-oriented streetscapes, improved pedestrian and bicycle facilities, and special purpose travel lanes for transit and complementary uses. The current effort began with the State Street Corridor Strategic Plan Study in 2004, followed by the Downtown Boise Mobility Study in 2005. Following this effort, the State Street Corridor Implementation Agency MOU was executed by Ada County Highway District (ACHD), City of Boise, City of Garden City, and Valley Regional Transit (VRT) in 2006 and was in effect through 2010. The City of Boise has since developed the Transportation Action Plan, which seeks to scale plans for State Street as a transit corridor to three best-in-class transit routes citywide.

With the completion and adoption in 2011 of the State Street Transit and Traffic Operation Plan (TTOP)—which identifies and prioritizes roadway, transit, and land use improvements on the corridor the parties to the original MOU were joined by the Agency, City of Eagle, Community Planning Association of Southwest Idaho (COMPASS), and Idaho Transportation Department (ITD) on a second five-year implementation MOU in effect from 2011 through 2016. This second MOU was intended to cover the near-term activities of the State Street TTOP. Under it, partner agencies accomplished a number of these items, including completion of the Downtown Boise Multi-Model Center, now named "Main Street Station," and in which the Agency played a major role. The most recent MOU, in effect from 2017 through 2021, was intended to cover near-term and medium term activities identified in the State Street TTOP. During the term of that MOU, the Agency participated in the establishment of the Downtown Mobility Collaborative "City Go", assisted in the development of the *State Street Transit Oriented Development Implementation Plan*, and recently established the State Street Urban Renewal District.

The updated MOU, which will run from 2022 through 2026, is intended to ensure the partner agencies continue their cooperation and collaborative efforts in support of the long-range transit vision of the Corridor. The MOU will provide a valuable interagency collaboration framework for the first five years of the new State Street Urban Renewal District.

Staff Recommendation:

Adopt Resolution No. 1734 approving the Memorandum of Understanding for State Street/Idaho 44 Transit Corridor Implementation Coordination.

Suggested Motion:

I move to adopt Resolution No. 1734 approving the Memorandum of Understanding for State Street/Idaho 44 Transit Corridor Implementation Coordination; authorizing the Executive Director to execute the agreement and any necessary documents to implement the agreement. BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE MEMORANDUM OF UNDERSTANDING: STATE STREET / IDAHO 44 TRANSIT CORRIDOR IMPLEMENTATION COORDINATION: AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES: AUTHORIZING ANY TECHNICAL CORRECTIONS THE ТО AGREEMENT. SUBJECT ΤO CERTAIN CONTINGENCIES; 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 Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

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

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

WHEREAS, 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, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street District Plan and making certain findings; and,

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan (as amended), the 30th Street Plan (as amended), the Shoreline District Plan, the Gateway East District Plan, and the State Street District Plan are collectively referred to as the "Plans"; and,

WHEREAS, the Agency has long recognized the importance and significance of the development of transportation services including alternative transportation modes within the Downtown Urban Renewal Areas as a critical component of revitalization; and,

WHEREAS, the Agency is responsible for the implementation of the Plans, which plans identify certain transportation goals and objectives and the establishment of transit, pedestrian, and bicycle facilities to encourage use of alternative means of transportation; and,

WHEREAS, under the provisions of the Plans and as authorized by Idaho Code § 50-2015, Agency may enter into cooperative agreements with public bodies to achieve the objectives of an urban renewal plan; and,

WHEREAS, the portions of the Plans are located within the boundaries of the State Street/Idaho 44 Corridor; and,

WHEREAS, the Agency has executed a "*Memorandum of Understanding: State Street / Idaho 44 Transit Corridor Implementation Coordination*" with Ada County, the Ada County Highway District, the City of Boise, the City of Eagle, the City of Garden City, the Community Planning Association of Southwest Idaho, the Idaho Transportation Department, and Valley Regional Transit, approved by the Agency Board with the adoption of Resolution No.1252 on April 25, 2011, and effective through 2016, concerning the Agency's participation in implementation and coordination of the State Street Transit Corridor; and,

WHEREAS, the Agency and the above-listed agencies continued their partnership with the renewal of the "*Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination*," effective through 2021, approved by the Agency Board with the adoption of Resolution No. 1479 on February 13, 2017; and,

WHEREAS, the Agency has worked in collaboration with representatives from the above-listed agencies to draft an updated "*Memorandum of Understanding: State Street/Idaho* 44 Transit Corridor Implementation Coordination," to be in effect through the year 2026, attached hereto as Exhibit A; and,

WHEREAS, Agency staff recommends approval of the updated MOU; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the updated *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* and 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, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* (the "Agreement"), effective January 1, 2022, through December 31, 2026, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, be and the same is hereby approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and 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 December 13, 2021, Agency Board meeting.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on December 13, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 13, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST

By: Lauren McLean, Secretary

MEMORANDUM OF UNDERSTANDING STATE STREET/IDAHO 44 TRANSIT CORRIDOR IMPLEMENTATION COORDINATION

Between

ADA COUNTY ADA COUNTY HIGHWAY DISTRICT CAPITAL CITY DEVELOPMENT CORPORATION CITY OF BOISE CITY OF EAGLE CITY OF GARDEN CITY COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO IDAHO TRANSPORTATION DEPARTMENT VALLEY REGIONAL TRANSIT

This Memorandum of Understanding ("**MOU**") is entered into this _____ day of _____, 2021, by and between Ada County, Ada County Highway District, Capital City Development Corporation, City of Boise, City of Eagle, City of Garden City, Community Planning Association of Southwest Idaho, Idaho Transportation Department, and Valley Regional Transit. Collectively, these entities are referred to herein as "Agencies" or individually as "Agency."

BACKGROUND

The State Street and State Street/Idaho 44 Corridor (the "Corridor") is identified in the regional long-range transportation plan, *Communities in Motion 2040 2.0*, as a regionally significant corridor with a strong transit emphasis, The Corridor is divided into three segments: Downtown Boise to Whitewater; Whitewater to Glenwood; and Glenwood to Highway 16.

The Agencies have worked collectively toward the vision of State Street as a designated transit corridor defined in 2004 in the State Street Corridor Strategic Plan Study. Building upon the original vision, the State Street Transit and Traffic Operations Plan (TTOP) completed in 2011 outlined near, medium and long-term planning and implementation for transit, traffic, and land use. Additional studies and projects are underway.

The original State Street Corridor Implementation Agency MOU (the "Original MOU") was executed in January 2006 and was updated every five-years by the Agencies with the current MOU expiring on December 31, 2021. The primary purpose of this document is to ensure the Agencies, which are parties to this MOU, continue their cooperation and collaborative efforts in support of the long-range transit vision of the Corridor.

1. PURPOSE; TERM; DEFINITIONS.

- A. This MOU does not require the signing Agencies to make any financial commitments or appropriations of specific funds. The parties to this MOU agree that failure of any party to appropriate or otherwise commit to fund any of the activities described herein will not be deemed a violation of this MOU, and no party shall have any legal recourse against another party's failure to make such financial commitments or expenditures.
- **B.** The purpose of this MOU is to set forth process for coordinating planning and projects for the Corridor, and to delineate roles and responsibilities of agencies to support the coordination.
- **C.** The term of this MOU shall be five (5) years, and will begin January 1, 2022 and expire December 31, 2026.
- D. Definitions used herein shall have the meaning ascribed to them in Attachment
 1.

2. AGENCY ROLES AND RESPONSIBILITIES.

Each party to this MOU agrees to assign one member each to the Executive Team and the Technical Team. Each Agency to this MOU agrees to apply its best efforts to contribute support to the activities mentioned or implied in the Procedures and Implementation of this MOU section within the limits of available funds and resources. Specific assignments will be determined when each activity is funded and a work plan is prepared.

A. The key functions of the Executive Team are:

- Collaborate and align efforts among corridor partners.
- Identify barriers and challenges and propose solutions or steps for resolutions to coordination affecting corridor development and project implementation.
- Provide leadership and guidance to support the coordination of the technical work provided by the partners' staffs.
- Review technical information relevant to policy concerns.
- Coordinate work efforts and, when possible and appropriate, funding amongst partner organizations to support reviews, updates, and the implementation of the annual work plan.
- **B.** The key functions of the Technical Team are:
 - Provide and maintain data supporting the performance measurement system
 - Complete technical tasks as assigned by Executive Team
 - Participate in project teams and provide technical support on corridor activities and projects.
 - Produce recommendations and progress reports as assigned
 - Produce an Annual Report

3. ANNUAL REPORT AND WORK PLAN.

The Agencies will establish a performance measurement system, including baseline data before the end of the first year of the MOU. The Goals and Objectives defined in

Attachment 2 establishes the foundation for the performance system.

The Technical Team will produce an annual report including: Measures and Outcomes Progress Report; Inventory of investments and completed projects from the previous year; and recommendations for corridor activities. The Agencies will consider any adjustments to metrics and outcomes on an annual basis by consensus of the Agencies.

The Executive Team is responsible to review Annual Report and establish an Annual State Street Corridor Coordinated Work Plan. The work plan will include: scope, deliverables, schedule and responsible agencies for completing each of the agreed upon activities.

4. FISCAL RESPONSIBILITIES.

Subject to Article 1(A) herein, it is anticipated that each party to this MOU will use its best efforts to take advantage of funding opportunities and pursue funding to execute the activities referenced in this MOU.

In order to facilitate multi-year projects and provide for funding priority, each Agency will support the execution of the Annual Work Plan described herein to the best of their abilities.

The Corridor is integrated into the region's long-range transportation plan ("Communities in Motion") and local Comprehensive Plans. The parties agree to apply for funds in the appropriate Capital Improvement Plan, Transportation Improvement Plan ("TIP"), and other outside funding in an effort to obtain the necessary funding to execute the projects on or before the MOU schedule. Interagency agreements will be considered, as appropriate, to support the implementation of future projects.

5. PROCEDURES AND IMPLEMENTATION OF THIS MOU.

All parties to this MOU agree that the following activities are essential to the success of the State Street Project implementation and will participate in the execution of these activities:

- A. <u>Program Coordination</u>. The Agencies acknowledge that program coordination is needed to ensure the Agencies are working closely together to achieve common project goals and objectives.
- B. <u>Periodic Meetings.</u> The Agencies will continue to participate in periodic meetings as described above.
- **C.** <u>Annual Status Report.</u> An annual MOU status report as described in Article 2(B) shall be made available to policy makers of all parties to this MOU as part of regular updates.
- D. <u>Coordination with Other Studies</u>. The Agencies will continue to coordinate to implement ongoing and future studies. It is anticipated this coordination will both make adjustments to the direction of the Corridor implementation and have an impact on the other studies to better incorporate the goals and objectives of the State Street Corridor Program.

- E. <u>Initial Steps Following Execution of this MOU</u>. The Agencies agree to immediately begin the following initial activities upon signing the MOU:
 - 1. Develop a list of agreed upon projects to support building out the corridor.
 - 2. Begin to pursue funding for the agreed upon projects and program these projects in the annual TIP and in the participating Agencies' annual budgets as feasible.
 - 3. Complete Performance Measurement System with baseline data.
 - 4. Prepare Annual Corridor Work Plan, with full participation from appropriate agencies, to support the activities described within and coordinate timing and implementation of specific activities.

6. LIMITATIONS.

Nothing in this MOU between the Agencies shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

7. EFFECTIVE DATE.

This MOU shall become effective upon the last signature date among the Agencies.

8. METHOD OF TERMINATION.

This MOU shall remain in force unless formally terminated by any Agency after thirty (30) days written notice to all of the other Agencies.

9. AMENDMENTS.

Amendments to this MOU shall become effective upon mutual agreement and written approval by all Agencies.

End of MOU – Signatures Appear on Following Page

WHEREFORE, the Parties have hereunto fixed their signatures as indicated below.

Chairman Board of Ada County Commissioners

President Ada County Highway District

John Brunelle Executive Director Capital City Development Corporation

Lauren McLean Mayor, City of Boise

Jason Pierce Mayor, City of Eagle

John Evans Mayor, City of Garden City

.....

Matthew J. Stoll Executive Director, COMPASS

Caleb Lakey District 3 Engineer Idaho Transportation Department

Kelli Badesheim Executive Director, Valley Regional Transit Date:_____

Date:_____

Date:_____

Date:_____

Date:_____

Date:_____

Date:_____

Date:_____

Date:_____

Attachment 1: DEFINITIONS.

The following words and phrases when used in this MOU shall have the meanings respectively given herein.

"State Street/Idaho 44 Corridor" (sometimes referred to herein as the ("Corridor") defines the portion of State Street from Main Street Station west to Idaho 16 – with the State Street Corridor west of Glenwood Boulevard to Idaho 16 being designated Idaho 44.

"State Street Project" for purposes of this MOU shall mean a coordinated effort by the Agencies to implement various steps to transform State Street/Idaho 44 Corridor into an integrated high capacity transit corridor. This integration requires the implementation of land use policies, roadway and multi-modal improvements, and significant enhancements to the transit system.

"State Street Corridor Strategic Plan Study" (referred to herein as the ("Study") refers to the Study sponsored by ACHD and Boise City, and prepared by Meyer, Mohaddes Associates, dated February 2004, that defines State Street's future vision as a transit corridor.

"State Street Transit and Traffic Operational Plan" ("TTOP"), describes the components to achieve an integrated corridor concept which incorporates multimodal infrastructure, a high-capacity transit system, and transit oriented development.

"Communities in Motion" ("CIM") is the regional long-range transportation plan adopted by the COMPASS Board of Directors. The most recent update, *Communities in Motion* 2040 2.0, was adopted on December 17, 2018.

"Transportation Improvement Program" ("**TIP**") is the regionally approved and fiscally constrained 5-year Program listing transportation projects programmed for the Treasure Valley region. The TIP identifies the Agency responsible for funding the approved projects, with associated funding by year. Potential future projects that are unfunded or scheduled are identified in a category called "Preliminary Development."

"State Street Right-of-Way and Alignment Study" refers to a project that has preliminarily defined the alignment of the 120 foot cross section needed to implement the Corridor, and the extent and location of the right-of-way required to achieve the complete cross section from 23rd Street west to Glenwood Street. While not formally adopted, this information will be used to preserve the needed right-of-way, assist the land use agencies in making land use and development decisions, and eventually purchase the needed land as part of individual implementation projects.

Attachment 2: State Street Corridor Collaboration Goals and Objectives

Goals:

- 1. Maximize the movement of **people** within the physical constraints of corridor
- 2. Minimize the **cost** of travel in the corridor (including person delay, reliability, household costs spent on transportation, etc.)
- 3. Support the development of vibrant, livable **communities** thus enabling the mobility of residents of all abilities, maximizing the development opportunities along the corridor, an facilitating the development of high-quality public spaces.

Objectives:

- A. Establish measurable criteria that support the vision of the goal statement
- B. Establish processes for coordination of activities scheduled to occur as the corridor is developed.
- C. Address concerns and policy questions that address concerns emerging from the implementation and review of the TTOP.
- D. Establish processes for engaging governing bodies of the organizations that lead to effective collaboration in the corridor's development.
- E. Make decisions that optimize existing investments in the corridor.



AGENDA BILL

Agenda Subject: Appointment of Board Secretary Pro Te	m	Date: December 13, 2021
Staff Contact: John Brunelle, Executive Director	Attachments: - Resolution 1732 - CCDC Bylaws	
Action Requested: Appointment of Secretary Pro Tem		

Fiscal Notes:

None.

Background:

The Agency Board operates in accordance with its *Amended and Restated Bylaws of Capital City Development Corporation* (the "Bylaws") which were adopted by Resolution No. 1243 on December 13, 2010. Over the years, the Agency Board has appointed a Secretary Pro Tem as a matter of convenience for times when the Agency Secretary is unavailable to do such duties. CCDC Finance Director Ross Borden was appointed Secretary Pro Tem in August 2016 but Mr. Borden has since retired from the Agency.

Staff Recommendation:

Recommendation is to appoint CCDC Finance Director Joey Chen to serve as Secretary Pro Tem, effective immediately.

Suggested Motion:

I move to appoint CCDC Finance Director Joey Chen to serve as Secretary Pro Tem.

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, PROVIDING FOR THE APPOINTMENT OF SECRETARY PRO TEM TO THE BOARD OF COMMISSIONERS; 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 (the "Law"), and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the Agency Board, by adoption of Resolution No. 1243 on December 13, 2010, adopted its *Amended and Restated Bylaws of Capital City Development Corporation* (the "Bylaws") which in Article III provides for the appointment of officers of the Agency; and,

WHEREAS, Article III, Section 5 of the Bylaws allows the Agency Board to appoint a temporary Secretary who may be an employee of the Agency to carry out those duties when the Secretary is absent; and,

WHEREAS, at its public meeting on August 8, 2016, the Agency Board appointed Agency Finance Director Ross Borden to serve as Secretary Pro Tem, but since that time Mr. Borden has retired from the Agency; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to appoint Agency Finance Director Joey Chen to serve as Secretary Pro Tem.

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Agency Board hereby appoints Agency Finance Director Joey Chen to serve as Secretary Pro Tem.

<u>Section 3</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on December 13, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 13, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST:

By: Lauren McLean, Secretary

AMENDED AND RESTATED BYLAWS OF CAPITAL CITY DEVELOPMENT CORPORATION December 2010

ARTICLE I

Name

The Urban Renewal Agency for the City of Boise as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code) shall be known as the "Capital City Development Corporation" (hereinafter "Corporation") but shall also be authorized to use the name "Urban Renewal Agency of Boise City" if and as required.

ARTICLE II

Board of Directors

<u>Section</u> 1. The property, business, powers, and affairs of the Corporation shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code), as the same now exists, or as may be amended hereafter.

<u>Section 2</u>. The Board of Commissioners shall consist of a number of members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists, or as may be amended hereafter, and as appointed by the Mayor of the City of Boise City with the advice and consent of the Boise City Council.

<u>Section 3</u>. Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

<u>Section</u> 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk of the City of Boise, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such Commissioner.

<u>Section</u> 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists, or may be amended hereafter.

<u>Section 6</u>. The Board of Directors shall hold regular meetings at the Agency offices, 121 North 9th Street, Suite 501, Boise, Idaho, the second Monday of each month at the hour of 12 o'clock (noon). Regular and special meetings shall be held at the above noted location unless legally noticed for a different location provided in accordance with Idaho State Statutes.

<u>Section 7</u>. The Chairman or a majority of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board as is appropriate to the circumstances or as otherwise provided by law; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Notice for a special

meeting to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage or other recognized emergency items, shall be as required by state law.

Section 8. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Corporation and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present. Actions of the Board to elect officers, to adopt or amend the annual budget, to adopt or amend an urban renewal plan, or to hire or remove the Executive Director, require a majority vote of the entire Board.

<u>Section</u> 9. The Board of Commissioners by majority vote may employ an Executive Director, who shall serve as the Chief Executive Officer of the Corporation. The Board of Commissioners or as delegated to the Executive Director serves at the pleasure of the Board and may be removed by a majority vote of the Board. The Executive Director is empowered to employ technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Corporation may require. The compensation for all said persons so employed shall be determined by the Executive Director in accordance with the adopted Compensation Plan of the Corporation or as approved by the Executive Director as may be delegated by the Board.

<u>Section 10</u>. The Board of Commissioners shall file with the City Clerk, City of Boise, Idaho, on or before March 31 of each year (or such date as may be set by state law), a report of its activities for the preceding calendar year which report shall include a complete financial statement setting forth the Corporation's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing said report the Board shall cause to be published in <u>The Idaho</u> <u>Statesman</u>, Boise, Idaho, a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Corporation

<u>Section 11</u>. For inefficiency or neglect of duty or misconduct in office, a Commissionerr may be removed only after a hearing and only after he or she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel.

ARTICLE III

Officers

<u>Section 1</u>. The officers of the Corporation shall be a Chairman, Vice Chairman, Secretary, Treasurer (or the combined office of Secretary/Treasurer) and such other officers, as the Board of Commissioners may deem necessary. Only the Chairman and Vice Chairman need be members of the Board of Commissioners.

<u>Section 2</u>. The Board of Commissioners shall elect the Chairman, Vice Chairman, Secretary, Treasurer, Secretary/Treasurer and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the first regular meeting held in January. Officers elected at that meeting shall hold office until the first regular meeting the following year.

Section 3. The Chairman shall be the chief presiding officer of the Corporation. The Chairman shall execute all deeds, bonds, contracts, and other legal documents authorized by the Board

provided, however, that the Board may delegate certain of said duties to the Executive Director of the Corporation. The Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

<u>Section</u> 4. The Vice Chairman shall be possessed of all the powers and shall perform all the duties of the Chairman in the absence or disability of the Chairman. The Vice Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

<u>Section 5</u>. The Secretary shall cause to be kept the minutes of all proceedings of the Board; shall cause the giving and serving of all notices of meetings of the Board as required; shall provide for the execution, along with the Chairman or other corporate officer, in the name of the Corporation all deeds, bonds, corporate instruments, any other documents required by state and/or federal law to be attested, and any document as requested by a third party as authorized by the Board and shall be the custodian of the Corporation seal, books, bylaws, and such other books, records, and papers of the Corporation as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chairman or Vice Chairman or such other person as may be designated by the Board. The Board may also appoint a temporary Secretary who may be an employee of the Agency to carry out these duties when the Secretary is absent.

<u>Section 6</u>. The Treasurer shall have the general custody of all the funds and securities of the Corporation and shall have general supervision of the collection and disbursement of funds of the Corporation. He or she shall provide for endorsement on behalf of the Corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chairman or such other person or persons as may be designated for said purpose by the Board of Commissioners, all negotiable instruments. He or she shall enter, or cause to be entered, regularly in the books of the Corporation; shall at all reasonable times exhibit the Corporation books and accounts to any Commissioner of the Corporation at the office of the Corporation during regular business hours; and, whenever required by the Board or the Chairman, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the Bylaws. The Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be approved by the Board.

<u>Section</u> 7. If any of the foregoing offices shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

<u>Section 8</u>. The Board of Directors may appoint an Executive Director for the Corporation. The Executive Director shall be the chief executive officer of the Corporation, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners.

ARTICLE IV

Miscellaneous

<u>Section 1.</u> The seal of the Capital City Development Corporation shall be circular in form and shall have the name of the Corporation on the circumference and shall have the words "Corporate Seal Idaho" in the center.

<u>Section 2</u>. The Board of Commissioners may appoint one or more committees to investigate and study matters of Corporation business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible each of said committees should be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. Unless specifically delegated by a majority vote of the Commission, and as allowed by law, regulation or applicable urban renewal plan provision, no such committee shall have the power to make final Corporation decisions with power being vested solely in the Commissioners. The terms of office, the persons serving, the matters to be studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

The Board of Commissioners finds it in the best interests of the Corporation to establish an Executive Committee, consisting of the Board Chairman, Vice Chairman, Secretary/Treasurer, and a non-officer Board member, to investigate and study certain matters of the Corporation without the necessity of convening a meeting of the full Board of Commissioners. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

<u>Section 3</u>. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Corporation, with the approval of the Chairman, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Corporation, each of which checks shall be signed by two of such Commissioners, officers, or bonded employees of the Corporation as shall be authorized by the Board of Commissioners.

<u>Section 4</u>. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these Bylaws or state law and any special rules of order the Board of Commissioners may adopt.

ARTICLE V

Amendments

These Bylaws may be repealed, amended, or new Bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, being all of the members of the Board of Commissioners of the Capital City Development Corporation, do hereby certify that the foregoing Bylaws-were duly and regularly adopted as the Bylaws of said Corporation on the 13th day of December, 2010, and those prior Bylaws of the Corporation adopted by the Board of Commissioners on June 8, 2009, or as amended since June 8, 2009, are hereby repealed, superseded and released by these Bylaws.

Lohr hairman Phil Reberger, Vice Chairperson

Cheryl Larabee, Secretary / Treasurer

David Eberle

John Hale

Chuck Hedemark Patrick Shalz Alan Shealy

The undersigned, secretary of Capital City Development Corporation, hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of said Corporation on the 13th day of December, 2010.

Cheryl Larabee, Secretary

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 DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; 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 (the "Law"), and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (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 Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

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

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

WHEREAS, 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, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan (as amended), the 30th Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan are collectively referred to as the "Plans"; and,

WHEREAS, on March 13, 2017, the Agency Board approved Agency Resolution No. 1487 which adopted the Agency's Public Records Retention Policy and Email Policy (the "Public Record Retention Policy"), consistent with Idaho Code Section 50-907 regarding the classification and retention of records; and,

WHEREAS, the Agency believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy; and,

WHEREAS, the Agency has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense; and,

WHEREAS, the Agency recommends approval of the destruction of those records currently eligible for destruction according the Public Record Retention Policy, unless the Boise

City Clerk should respond affirmatively within the given time frame that they wish the records to be retained; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

<u>Section 3</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on December 13, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 13, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By:

Dana Zuckerman, Chair

ATTEST:

By:

Lauren McLean, Secretary



RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semipermanent and/or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on March 13, 2017. All of the documents listed on the attached Exhibit are eligible for destruction.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.

Kathy WAnner Kathy Wanner

December 13, 2021

Date

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 12/13/2021 - Resolution No. 1733

Data	Contents	Retention	Eligible Destruction
Date	Contents	Classification	Date & Review
Jan-Mar 2016	Parking Operator- Daily Reports	SEMI-PERMANENT	FY2021
Apr-Jul 2016	Parking Operator- Daily Reports	SEMI-PERMANENT	FY2021
Jul- Sep 2016	Parking Operator- Daily Reports	SEMI-PERMANENT	FY2021
Dec - 2015	Parking Operator - Daily Reports, Deposits, Manager SR, End of Month, KPF	SEMI-PERMANENT	FY2021
	Adj.		
Jan - Jun 2016	Parking Operator - Deposits, SR, End of Month, KPF Adj.	SEMI-PERMANENT	FY2021
Oct 2015 - Jul 2016	Parking Operator - Deposits	SEMI-PERMANENT	FY2021
Jul- Aug 2016	Parking Operator - Deposits, SR, End of Month, KPF Adj. Misc	SEMI-PERMANENT	FY2021
Dec 2015-Aug 2016	Parking Operator - End of the Month Deposits	SEMI-PERMANENT	FY2021
July 2014-Jun 2015			
Mar - Aug 2016	Parking Operator - Deposits	SEMI-PERMANENT	FY2021
FY2016	Accounts Payable A - D	SEMI-PERMANENT	FY2021
FY2016	Accounts Payable E- G	SEMI-PERMANENT	FY2021
FY2016	Accounts Payable H - P	SEMI-PERMANENT	FY2021
FY2016	Accounts Payable Q - U	SEMI-PERMANENT	FY2021
FY2016	Accounts Payable U - Z	SEMI-PERMANENT	FY2021
	Fy2016 Bank Reconciliation stms		
FY2016	General ledger, accounts receivable, payroll	SEMI-PERMANENT	FY2021
2018	Digital and Paper copies of Public Records Requests		
2/12/2018	Don Day - Public Market / Food Hall	SEMI-PERMANENT	FY2021
3/6/2018	Walter Placibo - Parking Operator 2016 RFP	SEMI-PERMANENT	FY2021
6/7/2018	Don Day - Other new URDs - withdrawn	SEMI-PERMANENT	FY2021
6/7/2018	Don Day - State Street URD - withdrawn	SEMI-PERMANENT	FY2021
7/30/2018	Don Day - July 27 Friday Update	SEMI-PERMANENT	FY2021
9/11/2018	Don Day - Idaho Press Tribune Newsstands	SEMI-PERMANENT	FY2021
9/13/2018	Mario Silva - 5th & Idaho Apartments	SEMI-PERMANENT	FY2021
10/2/2018	Lindsay Atkinson - CCDC Parking Spaces	SEMI-PERMANENT	FY2021
10/30/2018	Lindsay Atkinson - Check Register Jul-Aug-Sept 2018	SEMI-PERMANENT	FY2021
11/28/2018	Lindsay Atkinson - URD Feasibility Studies	SEMI-PERMANENT	FY2021
11/30/2018	Don Day - Collaboration Nation Updates	SEMI-PERMANENT	FY2021

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 12/13/2021 - Resolution No. 1733

12/3/2018	Lindsay Atkinson - Housing Assistance	SEMI-PERMANENT	FY2021
12/3/2018	Lindsay Atkinson - URD Feasibility Studies 2	SEMI-PERMANENT	FY2021
12/7/2018	Lindsay Atkinson - Library	SEMI-PERMANENT	FY2021
2019	Digital and Paper copies of Public Records Requests		
1/15/2019	Don Day ACHD 8th St Jefferson to State	SEMI-PERMANENT	FY2021
1/18/2019	Don Day Boise School District - WITHDRAWN 1-22-2019	SEMI-PERMANENT	FY2021
1/18/2019	Don Day - Vista Plan Area	SEMI-PERMANENT	FY2021
1/23/2019	Don Day - Vista Plan Area Again	SEMI-PERMANENT	FY2021
2/1/2019	Don Day - emails to Scott Beecham re CIP	SEMI-PERMANENT	FY2021
2/7/2019	Mario Silva - Adare Manor	SEMI-PERMANENT	FY2021
3/28/2019	Hayley Harding - HB217	SEMI-PERMANENT	FY2021
3/28/2019	Hayley Harding - Library Stadium	SEMI-PERMANENT	FY2021
4/8/2019	Don Day - Quorum	SEMI-PERMANENT	FY2021
5/3/2019	Holland Hart - Bench Study Area	SEMI-PERMANENT	FY2021
5/13/2019	Don Day - Letter from Rebecca Arnold	SEMI-PERMANENT	FY2021
5/17/2019	Lindsay Atkinson - Hayman House	SEMI-PERMANENT	FY2021
6/3/2019	Dave Kangas - Tank Farm and Central Bench	SEMI-PERMANENT	FY2021
6/7/2019	Linda Cinader - 11893 W Overland	SEMI-PERMANENT	FY2021
6/12/2019	Don Day - Grove Street Plans	SEMI-PERMANENT	FY2021
6/24/2019	Hayley Harding - Parking Statistics	SEMI-PERMANENT	FY2021
6/25/2019	Don Day - CCDC Office Lease	SEMI-PERMANENT	FY2021
7/19/2019	Hayley Harding - Greenstone Communicatins	SEMI-PERMANENT	FY2021
8/19/2019	Linnae Costello - 2018 audited financial statement	SEMI-PERMANENT	FY2021
9/13/2019	Margaret Carmel -Tank Farm	SEMI-PERMANENT	FY2021
9/30/2019	Don Day - PRR Requests 6-1-19 to 9-30-19	SEMI-PERMANENT	FY2021
9/30/2019	Don Day - Tort Claims against Agency 2019	SEMI-PERMANENT	FY2021
10/8/2019	Don Day - Media 8-20 to 9-19	SEMI-PERMANENT	FY2021
12/30/2019	Don Day - Agon and or Greenstone 11-1-19 to 12-29-2019	SEMI-PERMANENT	FY2021
12/30/2019	Don Day - Circulator or Streetcar crresp with COB	SEMI-PERMANENT	FY2021
12/30/2019	Don Day - corresp with Jade, Mayor, Melanie Folwell Journee, McLean	SEMI-PERMANENT	FY2021



December 13, 2021

Jamie Heinzerling Deputy City Clerk PO Box 500 Boise, ID 83701

Re: Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution No. 1733 which will be presented to our Board for adoption on December 13, 2021. If adopted, this resolution authorizes the destruction of the attached temporary and semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on March 13, 2017, through the adoption of CCDC Resolution No. 1487), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by January 9, 2022. If CCDC does not hear from you by that date and the Board approves Resolution No. 1733, we will proceed with the destruction of these records on or after January 9, 2022.

Please contact me by phone at 208-384-4264 or email at <u>kwanner@ccdcboise.com</u> if you have any questions or require further information.

Sincerely,

Fathy Wanner

Kathy Wanner Contracts Manager



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AGENDA BILL

Agenda Subject: Consent for Transfer of Limited Partnership Interests—Civic Plaza ApartmentsDate: December 13, 2021		
Staff Contact: John Brunelle, Ryan Armbruster	Attachments: Written Notice of Consent Letter	
Action Requested: Consent for Transfer of Limited Partnership Interests—Civic Plaza Apartments		

Background:

Civic Plaza LP ("Civic Plaza") owns the Civic Plaza Apartments, consisting of 299 affordable apartments located on Parcels 2 and 3 of the Courthouse Corridor Project. The Agency leases Parcels 2 and 3 from Ada County, and Civic Plaza subleases Parcels 2 and 3 from the Agency for the apartments. The Parcel 2 Sublease and Parcel 3 Sublease are virtually identical.

Civic Plaza is comprised of three partners: Civic Plaza Management, LLC, the sole general partner ("General Partner") and AMTAX Holdings 200 1-GG, LLC and PROTECH 2002-C, LLC, as limited partners (together, "Limited Partner"). The General Partner is comprised of Steadfast Civic Plaza, LLC, the operating member (controlled by Rodney Emery) and Civic Plaza Avenue A, LLC (an entity controlled by Steve Semingson). Mr. Emery has negotiated the purchase of all interests in Civic Plaza held by the Limited Partner, such transaction scheduled to close and transfer by year-end. The Limited Partner interests will be purchased by Steadfast CP LP, LLC, a Delaware limited liability company owned by Mr. Emery.

Section 7.2 of the Sublease prohibits a Transfer of interests in Civic Plaza without the prior written approval of the Agency. The request before the Agency today is to consent to the transfer of interest.

Fiscal Notes:

No fiscal impact to CCDC.

Staff Recommendation:

Approve the requested Consent for Transfer of Limited Partnership Interests for Civic Plaza Apartments resulting in the purchase by Steadfast Civic Plaza LP, LLC.

Suggested Motion:

Based on the information provided by Agency staff and counsel, I move to approve the requested Consent for Transfer of Limited Partnership Interests for Civic Plaza Apartments resulting in the purchase by Steadfast Civic Plaza LP, LLC, a Delaware limited liability company, owned by Mr. Rodney Emery of the Limited Partnership interest of AMTX Holdings 2001-GC, LLC and PROTECH 2002-C LLC and authorize Agency Executive Director and Counsel to send the attached letter to Steadfast Companies and Ada County.

•

4882-5913-8822, v. 4



December 13, 2021

Civic Plaza LP c/o Steadfast Companies 18100 Von Carman Avenue, Suite 500 Irvine, CA 92612

RE: Consent to Transfer of Limited Partnership Interests—Civic Plaza Apartment

This letter is to provide you written notice of approval of action taken by the Capital City Development Corporation Board of Commissioners at its December 13, 2021, Board meeting of your requested consent to transfer the limited partnership interests of the Limited Partner AMTA Holdings 2001-GC, LLC and PROTECH 2002-C LLC to Steadfast CP LP, LLC a Delaware limited liability company owned by Mr. Rodney Emery.

A copy of this letter is being sent to Ada County informing Ada County of this action.

Sincerely,

John Brunelle Executive Director

cc: Ana Marie del Rio Ammon C. Taylor, Civic Division Ada County Prosecutor's Office Ryan P. Armbruster



V. ACTION ITEMS



AGENDA BILL

Agenda Subject: 1700 W Main St. – 17 th and Main - Type 1 Participation Agreement Designation		Date: December 13, 2021
Staff Contact:Attachments:Alexandra Monjar1) Site Map2) Renderings3) Public Improvement Plan		
Action: Review 1700 W Main Street as a project eligible to utilize the Type 1 One Time Assistance Participation Agreement and direct staff to continue negotiating a final agreement with 17 th and Main, LLC for future board approval.		

Background:

The 17th and Main project is an interior and exterior renovation of an existing building located in the Westside District at 1700-1722 West Main Street and currently occupied by Rock Hard Granite and various retailers and service providers. Local developer group 17th and Main, LLC plans to renovate a portion of the stone manufacturing/showroom space into a professional business office which they will occupy. Unused space will be improved when it is leased. Other current tenants will continue to occupy the building throughout construction. Following renovation, the building will offer spaces for a total of six tenants across ~9,800 SF.

The building exists in an increasingly busy and redeveloping area and is proximal to two CCDC projects currently under construction – the 17th and Main Transit Station which will be complete this month and 1715 (now 1721) W Idaho Street. In alignment with area plans to enhance walkability and a support a mix of land uses, the developer intends to improve the quality of the built environment through exterior renovations and streetscape improvements.

The project's planned public improvements include sidewalk repair and upgrades, constructing a bulb-out at the 17th Street corner, planting three street trees (no landscaping currently exists at the site), and installing benches, bike racks and a new awning. 17th and Main, LLC has requested assistance for these eligible expenses through CCDC's Type 1 Participation Program. The developer estimates the total of these costs to be ~\$174,000. Type 1 projects are eligible for reimbursement of 100% of public improvement costs up to \$200,000, and subject to Board approval.

While the Type 1 Program does not require scoring for participation, this project addresses several urban design elements encouraged by the Agency, including:

activation of a disinvested site through reuse of an existing building,

- providing space for local businesses,
- improving the pedestrian experience with improved streetscapes and weather protection,
- encouraging active transportation by receiving a parking reduction to not create new surface parking,
- facilitating engagement between public and private space with human-scaled ground floors, glazed facades abutting the sidewalk, and prominent entries fronting the street,
- and incorporating a public art element.

Total development costs for this project are estimated to be approximately \$1 Million and it will create an estimated 50 full time construction jobs. The finished project will host an estimated 25-50 permanent jobs.

The project received Design Review approval in September 2021. A Design Review modification has been submitted to the City of Boise to include the bub-out which is an addition to the original site plan. The proposed modifications is reflected in the attached Public Improvement Plan and has been approved by ACHD. A three- to four-month construction period is planned to commence in April 2022.

17th and Main meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District Plan.

Project Summary:

- 1700 W Main Street
- 9,800 SF mixed commercial space
- \$1 million Total Development Costs
- \$174,000 Estimated Eligible Expenses
- No new surface parking
- 50 construction, and 25-50 permanent jobs

<u>Timeline:</u>

- Sept 2021 Design Review Approval
- Nov 2021 PP Application to CCDC
- Dec 2021 Type 1 Designation
- Jan/Feb 2022 Type 1 Agreement Approval
- Jun/July 2022 Project complete, CCDC reimburses Eligible Expenses

Fiscal Notes:

The project has estimated Eligible Expenses of ~\$174,000. CCDC's 2022 CIP budget in the Westside District includes Type 1 Streetscape Reimbursements sufficient to fund these improvements.

Staff Recommendation:

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

Suggested Motion:

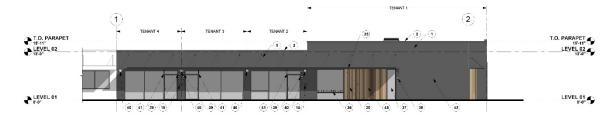
I move to direct staff to negotiate a final Type 1 Participation Agreement with 17th and Main, LLC for future board approval.

Attachment #1 – Site Map

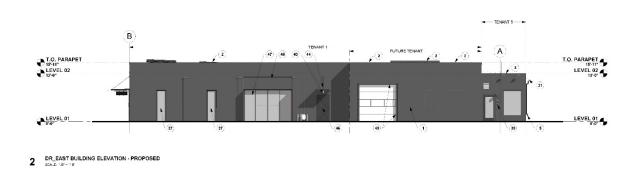


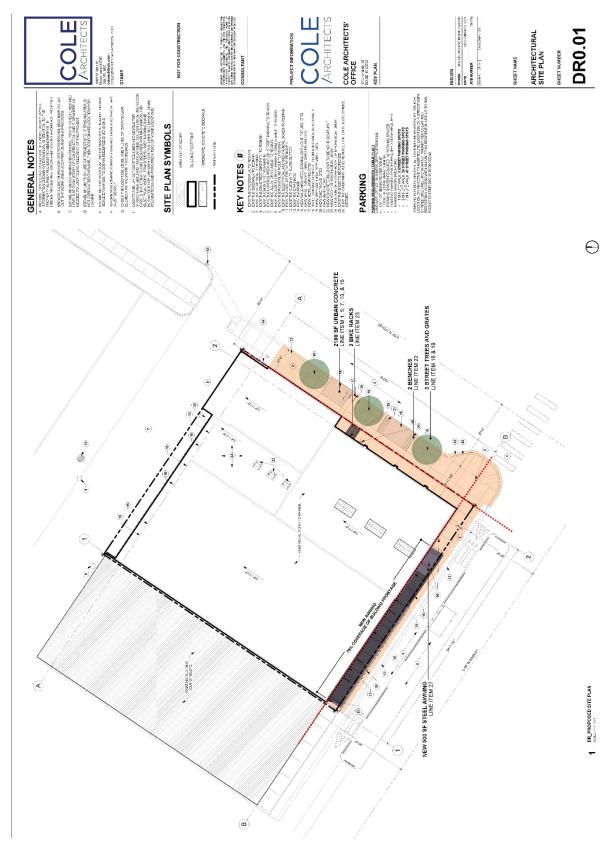
Attachment #2 – Renderings





1 DR_SOUTH BUILDING ELEVATION - PROPOSED SCALE 107 = 1107





Attachment #3 – Public Improvement Plan



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AGENDA BILL

Agenda Subject: Block 68 Catalytic Rede Right to Negotiate	velopment Project RFP – Exclusive	Date: December 13, 2021
Staff Contact: Doug Woodruff	Attachments: 1) Resolution 1736 2) Block 68 Catalytic Rede 3) Edlen & Co. Proposal 4) Green Street Proposal 5) PEG Development Pro	evelopment Project RFP posal

Action:

Adopt Resolution 1736 and direct Agency staff to finalize an Exclusive Right to Negotiate with the Edlen & Company Development Team.

The Agency received three proposals in response to its Block 68 Catalytic Redevelopment Project Request for Proposals (RFP). The following assessment of each proposal has been measured against the RFP's evaluation criteria. All three proposals advance the RFP priorities through a partnership with an expert development team. Approving the ranking of proposals must be made by the Board in a public meeting.

Of the three proposals, the development team of Edlen & Company, deChase Miksis, Elton Companies, and the Treasure Valley YMCA (herein, "Edlen & Company") ranked highest and as the most qualified with a proposal that best accomplishes the priorities of the RFP. The Agency recommends to the Board of Commissioners to direct Agency staff to negotiate and finalize an Exclusive Right to Negotiate according to the ranking that can be brought back to the Board for approval.

RFP Priorities

The Block 68 RFP seeks to develop housing that fills gaps unmet by the private market to expand the opportunity for our active workforce to achieve housing for themselves and their families. The RFP offers two agency-owned properties, participation with public infrastructure improvements, and a ParkBOI parking and mobility structure. In exchange for these offerings, the Block 68 RFP expects proposals to embrace density and reinvestment in the City's existing infrastructure and service area. It expects proposals to develop more affordable housing units, maintain the authentic neighborhood fabric, further mobility initiatives, and contribute to Boise's long-term sustainability. The RFP is seeking proposals of high architectural aspirations with visionary and creative development programs that include or catalyze further development of nearby underutilized land.

Proposal Summary and Assessment

This section summarizes the assessment and evaluation for each proposal (in alphabetical order) taking into account information provided in the proposals and the interviews. The following table summarizes the development program of the three proposals.

	Edlen & Co.	Green Street	PEG Development
Total Investment	\$180 Million Future Total \$330 Million	\$89 Million	\$125 Million
Housing	450 units	<u>239 units</u>	<u>345 units</u>
ç	130 units at 120% AMI 25 units at 80% AMI	107 units at 120% AMI 50 units at 80% AMI	130 units at 120% AMI 25 units at 80% AMI
	Future Total 626 units		
Parking	514 Total Stalls 158 ParkBOI	431 Total Stalls 240 ParkBOI	575 Total Stalls 299 ParkBOI
	Future Total 724 total stalls		
Financial Participation (est.)	Street: \$3 M Mobility: \$10 M Land Value: \$7.5 M Total \$20.5 Million	Street: \$3.4 M Mobility: \$10 M Land Value: \$7.5 M Total \$20.9 Million	Street: N/A Mobility: \$9.6 M Land Value: \$5 M Total \$14.6 Million

EDLEN & COMPANY

(Edlen & Co., deChase Miksis, Elton Companies, and the Treasure Valley YMCA)

The Edlen & Co. development team is experienced in developing neighborhood-scale and sustainable projects with a portfolio of \$5 billion in urban projects including 7,000 housing units and 78 LEED-certified buildings. Within Boise, individual members of the team have four residential projects under development and two completed projects offering housing at various pricing ranges. The Edlen & Co. team proposed three phases of development. Phase one of development includes:

- Development of Agency-owned 1010 West Jefferson Street (Block 68 south)
- A land exchange of Agency-owned 421 N 10th Street for the YMCA-owned half block addressed as 419 N 11th Street & 1111 W State Street, and 1177 W State Street (Block 69 north)
- Development of Block 69 north

If this proposal were selected, the Agency would enter into a Disposition and Development Agreement for only phase one of the proposal. For this reason, evaluation of the proposal focused on the team's development program delivered in phase one. Due to catalytic potential being an important priority of the RFP, some limited consideration of phase two and phase three was included in categories such as Economic Development and Urban Development & Architectural Design.

Edlen & Co.'s proposal delivers the most housing at 450 units in phase one, double the 225 unit minimum expectation stated in the RFP. The proposal prioritizes the pedestrian experience with specific plans for street-level activation and sympathetic massing and design of buildings. The mobility hub includes a parking structure designed to be shared between buildings and surrounding uses.

During the interview, Edlen & Co.'s development team stated that they intend to maximize garage efficiency by operating to "triple park it" with daytime customers, nighttime customers, and hourly customers. The proposed structure delivers 158 ParkBOI stalls, less than the requested 200, and with higher proposed cost per stall than contemplated in the RFP. During the interview, the team indicated 198 stalls could be delivered at about \$50,000 per stall if the flat decks were changed to ramps and the land was contributed prior construction. This would eliminate the ability to accommodate future reuse to occupiable space if in the future parking is no longer necessary.

Edlen Co. was the only team to contribute additional land for development. This was an important priority for the RFP and suggests that the catalytic impact of the RFP could in fact result in 626 new housing units, a new downtown YMCA, significant public space, and mobility infrastructure that represents \$330 million in total investment.

If selected, points for further negotiation include:

- Uphold the proposed amount and distribution of affordably priced units and add more affordably priced two bedroom units
- Lower the cost per parking stall and provide a minimum of 200 ParkBOI stalls. Explore alternative ownership structures and revenue sharing models as well.
- Explore LIHTC financing to provide some units below 60% AMI

GREEN STREET REAL ESTATE VENTURES

The Green Street team presented an integrated business model that has completed \$800 million in development and has \$1.4 billion in the company pipeline. The team brings unique qualifications and expertise developing workforce housing through public-private partnerships. The team has access to a Workforce Housing fund bringing distinctive financial strength.

During the interview, Green Street explained their submission strategy was to compete on strength of qualifications, and that after being selected the team would collaborate with CCDC in revising the submitted design to further achieve the priorities. The RFP is structured such that evaluation of both qualifications and the proposed development is necessary. For this reason, the evaluation reflects that the proposal is lacking in some minimum expectations, architectural and urban design solutions, street activation, and visionary outcomes.

Green Street's proposal provided the highest percentage of units priced at 80% AMI. But the total 239 units proposed is the lowest unit count compared to the other two proposals. The interior unit design is spacious and offers some innovative flex space features.

The stand-alone parking structure was less compelling than the other two proposals which integrate the mobility hub into mixed-use buildings. There was a missed opportunity for additional housing to be integrated into the building. During the interview the team did indicate a willingness to provide housing on top of the parking garage.

If selected, points for further negotiation include:

- Adding housing on top of the parking garage
- Better vertical integration of building uses and street level activation, restaurant uses
- Refine architectural massing and exterior façade design

PEG DEVELOPMENT

PEG Development team provided evidence that they are capable of delivering their proposal from a financial, architectural, entitlement and construction perspective. The team's success working together on past projects was evident and a notable strength of their proposal.

The 345 housing units proposed exceeds the RFP minimum expectations in unit count but did not integrate a mix of affordability throughout the project's full range of unit types. There were no one bedroom units offered at 80% AMI and no two-bedroom units offered at 80% or 120% AMI. The studio apartment interior layout offered less living space than other proposals.

The 575 stall parking garage was well integrated into the building design. The high-quality exterior façade created a seamless appearance between occupied spaces and parking decks. The respondent stated during the interview that the proposed \$32,000 per stall cost was challenging, bringing into question the economic ability to deliver the 299 ParkBOI stalls offered in the proposal.

The proposed architecture solution was inspired and thoughtful delivering a successful massing scheme that minimized the large building's presence at both street level and on the skyline. Extensive living walls were employed on exterior facades yet the team indicated that past project experience in similar climates resulted in removal of the living wall after several years of inadequate greenery and maintenance issues.

If selected, points for further negotiation include:

- Uphold the proposed sustainable building practices and features
- Establish a more accurate estimate of cost per parking stall and proposed operations model
- Living green walls and possible alternates
- Provide more affordability in one- and two-bedroom units

Proposal Evaluation Process

After the call for proposals closed on August 19, the Agency reviewed the three (3) proposals for compliance with RFP submittal requirements. All three proposals received were found to be complete and responsive to the RFP.

During the work session at its regular public meeting of September 20, 2021, the Agency Board received a report from Agency staff outlining preliminary findings of the proposals including imagery and financial details about each proposed development. At that same meeting, the Board took formal action to appoint three commissioners to a Review Committee and instructed

the committee to participate in an extensive review of the proposals and conduct interviews with representatives from each Development Team.

Thereafter, Agency employees and Review Committee members participated in internal proposal review meetings and preparation for extensive interviews. Review Committee actions were limited to helping review proposals, interviewing, and fact-based discussions to ensure that all deliberation and decision making occurs during a public meeting with a quorum of Board Commissioners present. Review Committee members did not discuss recommendations and evaluations nor did the three commissioners participate in scoring the proposals.

Following the interviews and the fact-finding phase of the process, a panel of CCDC professional staff, appointed by the Executive Director, evaluated and ranked the three proposals. Following the evaluation system described in the RFP, the employee panel assessed the extent to which each proposal delivered upon the minimum expectations and desired outcomes articulated in the RFP. Each panel member utilized the RFP Evaluation Criteria (*see* RFP page 25) to determine scoring. The panelists' evaluations were combined to create the consolidated scores and the result found in this report.

Proposal Evaluation Results

The Evaluation Criteria found on page 25 of the RFP represents the Agency's priorities and were used as a basis for evaluating the proposals. A proposal that met the Minimum Expectations could be awarded up to 370 points. An additional 130 points could be awarded based on how well a proposal accomplished the Visionary Outcomes. A total of 500 points were possible.

Criteria and Points Possible		Edlen & Co.	Green Street	PEG
Development Team Qualifications	25	24	19	20
Project Development Timeline	15	12	14	13
Grow Our Housing				
Minimum Expectations	120	111	119	106
Visionary Outcomes	50	41	16	24
Mobility Hub				
Minimum Expectations	45	39	31	31
Visionary Outcomes	35	26	24	24
Urban Development & Architectural Design				
Minimum Expectations	100	94	64	94
Economic Development				
Minimum Expectations	45	41	34	30
Visionary Outcomes	30	30	10	10
Sustainability				
Minimum Expectations	20	18	15	18
Visionary Outcomes	15	8	8	8
Total	500	445	353	377
RANKING		1	3	2

Next Steps

The next step for the Agency Board is to approve a final ranking and instruct Agency staff to negotiate an Exclusive Right to Negotiate (ERN) with the top ranked Development Team. By making a selection approving the proposed ranking, the Board is not approving any financial commitments or terms included in the proposals. Rather, the Board is authorizing negotiations with the top ranked Development Team. If successful, Agency staff will present the ERN to the Board at a future public meeting for approval.

RFP Selection Process Schedule		
Step 1: Bid Request for Proposals		
Publish RFP	5/17/2021	
Submission Deadline	8/19/2021	
Step 2: Evaluation of Proposals		
BOARD MTG: Agency Preliminary Finding Report	9/20/2021	
Review Committee and Interviews	10/22 to 11/18/2021	
BOARD MTG: Proposal Selection	12/13/2021	
Step 3: Exclusive Right to Negotiate (ERN)		
BOARD MTG: Approval of ERN	3/14/2022	
Step 4: Disposition and Development Agreement (DDA)		
Negotiation, ReUse Appraisal, Finalize DDA	9/12/2022	
BOARD MTG: Approval of DDA	11/14/2022	

*Schedule is preliminary and subject to change.

Fiscal Notes

Finalizing and executing the Exclusive Right to Negotiate (ERN) involves Agency staff time and legal counsel review.

Staff Recommendation

Staff recommends the Board of Commissioners find it in the best interest of the public and this Agency to adopt Resolution 1736 approving the proposal ranking order and directing staff to finalize an Exclusive Right to Negotiate Agreement with the Edlen & Co. development team.

Suggested Motion:

Adopt Resolution 1736 and direct Agency staff to finalize an Exclusive Right to Negotiate with the Edlen & Company Development Team.

RESOLUTION NO. 1736

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A RANKING OF THE PROPOSALS RECEIVED FOR THE BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT; DIRECTING AGENCY STAFF TO NEGOTIATE AND FINALIZE AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH EDLEN & COMPANY AND RETURN THAT AGREEMENT TO THE AGENCY BOARD FOR APPROVAL; 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, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Plan boundaries; and,

WHEREAS, the Agency owns certain real property addressed as 421 North 10th Street, Boise (Parcel R1013004583), and real property addressed as 1010 West Jefferson Street, Boise (Parcel R1013004553)(the "Site"); and,

WHEREAS, in accordance with Idaho Code § 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals ("RFP") on May 17, 2021, seeking to initiate a redevelopment project to revitalize the Westside Project Area in compliance with the Westside Plan through redevelopment of the Site which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the *Idaho Statesman* newspaper on May 17, May 24, May 31, and June 7, 2021, the Agency received three (3) proposals for development of the Site by the August 19, 2021, deadline; and,

WHEREAS, during the work session at its regular public meeting of September 20, 2021, the Agency Board received a report from Agency staff outlining preliminary findings of the proposals including imagery and financial details about each proposed development; and,

WHEREAS, on September 20, 2021, the Agency Board appointed three (3) Commissioners as a Review Committee to join Agency staff in analyzing the proposals, conducting interviews with each development team, and providing findings of fact and comments to Agency staff sufficient for Agency staff to prepare a ranking of the proposals for Agency Board consideration; and,

WHEREAS, the Review Committee along with Agency staff did interview each development team and thereafter provide findings of fact and comments to Agency staff; and,

WHEREAS, Agency staff has compiled all the information to arrive at the following preliminary ranking for Agency Board consideration:

- 1. Edlen & Company, deChase Miksis, Elton Companies, and Treasure Valley YMCA
- 2. PEG Development
- 3. Green Street Real Estate Ventures

WHEREAS, at its regular public meeting of December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed ranking shown above for development of the Site; and,

WHEREAS, in ranking the proposals and directing Agency staff to finalize an Exclusive Right to Negotiate Agreement with the Edlen & Company development team, the Agency reserves the right to return to the other development teams should Agency staff be unable to finalize an Exclusive Right to Negotiate Agreement; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the ranking of the proposals as shown herein; and further, to authorize Agency staff to negotiate and finalize an Exclusive Right to Negotiate Agreement with the Edlen & Company development team to be brought back to the Agency Board for approval.

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Agency Board approves the ranking of proposals as follows:

- 1. Edlen & Company, deChase Miksis, Elton Companies, and Treasure Valley YMCA
- 2. PEG Development
- 3. Green Street Real Estate Ventures

<u>Section 3</u>: That the Agency Board directs Agency staff to negotiate and finalize an Exclusive Right to Negotiate Agreement with the Edlen & Company development team and return that Agreement to the Agency Board for approval at a future public meeting, reserving the right to return to the other development teams should Agency staff be unable to finalize an Exclusive

Right to Negotiate Agreement.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on December 13, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 13, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST:

By: _

Lauren McLean, Secretary

C C C C CAPITAL CITY D C D EVELOPMENT CORP

RFP: Block 68 Catalytic Redevelopment Project PUBLICATION DATE: May 17, 2021 SUBMISSION DEADLINE: 12:00 P.M. August 19, 2021



Request For Proposal

BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT

PUBLICATION DATE: May 17, 2021 SUBMISSION DEADLINE: 12:00 P.M. August 19, 2021

Office & Mailing Address

Capital City Development Corporation 121 North 9th Street, Suite 501 Boise, Idaho 83702

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 Website:
 www.ccdcboise.com



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01. Invitation

01

Capital City Development Corporation ("CCDC" or "Agency") invites proposals for the Block 68 Catalytic Redevelopment Project Request for Proposal ("Block 68 RFP") for a mixedincome, housing-focused redevelopment project located on Block 68 in downtown Boise, Idaho.

In accordance with Idaho Code § 50-2011, CCDC is seeking a results-oriented Development Team ("Development Team" or "Developer") with a visionary idea for transforming Block 68 and the surrounding area that brings additional property for redevelopment to the project. The Agency desires a Development Team with expertise developing mixed-income housing in urban settings, experience designing high performance buildings, a track record of producing aspirational architecture and high quality results, as well as strong public engagement skills and the financial capacity to deliver.

The CCDC Participation Program will govern the Block 68 Catalytic Redevelopment Project as a Type 5 participation and disposition of CCDC-owned property through a competitive disposition process. Other CCDC Participation Program agreements may be incorporated for possible acquisition of public parking and mobility features and public infrastructure improvements.

SUBMISSION DEADLINE: 12:00 p.m. local time on August 19, 2021

Please review this Block 68 RFP carefully and be sure to ask any questions you may have. CCDC appreciates your interest in meeting the needs of the Agency and the citizens of Boise.

Kathy Wanner

Kathy Wanner Contracts Specialist



02. Project Summary

02

I. Purpose Statement

The Block 68 RFP seeks to develop housing that fills gaps unmet by the private market to expand the opportunity for our active workforce to achieve housing for themselves and their families. The RFP offers two agency-owned properties, participation with public infrastructure improvements and a ParkBOI parking and mobility structure. In exchange for these offerings, the Block 68 RFP expects proposals to embrace density and reinvestment in the City's existing infrastructure and service area. It expects proposals to develop more affordable housing units, maintain the authentic neighborhood fabric, further mobility initiatives, and contribute to Boise's long-term sustainability. The RFP is seeking proposals of high architectural aspirations with visionary and creative development programs that include or catalyze further development of nearby underutilized land. Included are Minimum Expectations that are practical and achievable yet will further Boise's high livability standards. Proposals that far exceed the RFP's Minimum Expectations are strongly encouraged and will receive favorable review.

II. About CCDC

CCDC is an independent public body that is 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, as the duly created and functioning urban renewal agency for Boise City, Idaho. CCDC oversees four downtown urban renewal districts totaling 767 acres and the Gateway East district totaling 2,643 acres.

Since 1965, CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that now includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural, and entertainment opportunities. CCDC invests resources in development partnerships to create a distinctive and attractive public realm for private development through its investment in streets, streetscapes, utilities, public spaces, public art, and cultural facilities.

The Block 68 project area is within the Westside Urban Renewal District ("Westside District" or "District"). The District was formed in 2003 and terminates in 2026. CCDC plans to accomplish redevelopment of the Agency owned parcels in the remaining five years of the District as well as approximately \$29 million of investment in economic development, placemaking, infrastructure, and mobility projects throughout the District.

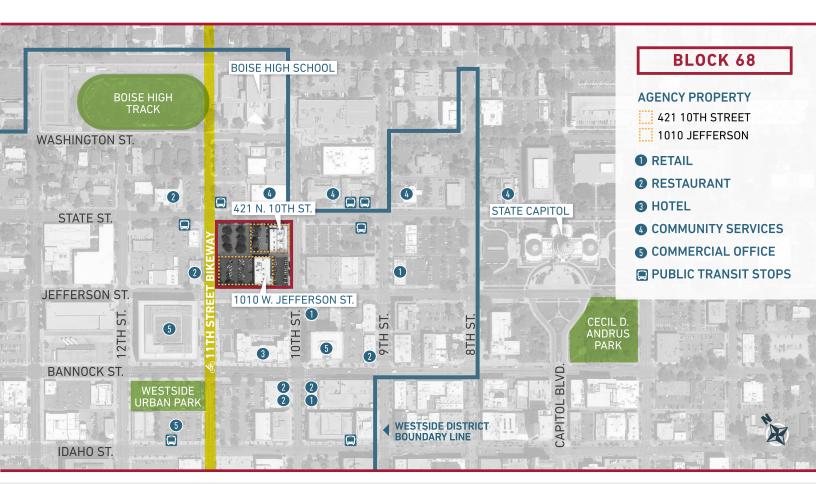
02. Project Summary

III. Project Context and Site Information

Block 68 is located three blocks from the State Capitol, in downtown Boise, Idaho. The block is bound by W. Jefferson, W. State, N. 10th and N. 11th Streets. The project area is also located within the <u>Downtown Boise Neighborhood Association</u> and the <u>Downtown Boise Business Improvement District</u>.

The uses surrounding Block 68 are predominately surface parking lots, but also include civic facilities such as Boise High School, state government, and the Downtown YMCA. Recent investment in the area include the nearby Hyatt Hotel, 11th and Idaho office building, and a half-acre public park. A variety of retail, dining, and neighborhood services are also within walking distance.

Medium and low density housing is prevalent north of State Street, but south of State Street there is limited high density housing. The project area is within the central business district, surrounded by amenities and services that support housing. Boise's critically high demand for housing positions this site well for building housing.



00 00

02. Project Summary

III. Project Context and Site Information (...continued)

CCDC owns two parcels on Block 68: 1010 W. Jefferson Street ("1010 Jefferson") and 421 N. 10th Street ("421 10th Street"). Structures exist on both 1010 Jefferson and 421 10th Street. This RFP does not specify any CCDC requirements regarding the preservation, repurposing, or demolition of these existing structures. Proposals should articulate the plan for each building in the Redevelopment Project. Both buildings are partially occupied during this RFP process; permission to access the properties must be obtained by contacting CCDC.



The Block 68 area includes a typical public alley. Overhead power lines run east-west along the alleyway before undergrounding on 11th Street and terminating at a power pole at the corner of Jefferson and 11th Streets. Utility lines that serve each building through the alley include natural gas, fiber optic, sewer, and power lines. Water and Sewer mainlines run on Jefferson and 11th Streets, with 421 N. 10th connecting on 11th Street and 1010 Jefferson connecting on Jefferson Street. Geothermal mainlines run along 10th Street's south side. The site's current fiber-optic data providers are Zayo and Sparklight. 11th Street has multiple electrical cabinets, and 10th Street has underground vaults in the right-of-way next to 1010 Jefferson. See the parcel's surveys (Appendix 8 and 9) for further information.



02. Project Summary

1010 W. Jefferson Street

Parcel ID: R1013004553	
Land Area:	0.65 Acres
Use:	Class C Office
	55 surface parking stalls
	Two story building with full basement. 27,828 GSF
Structures:	Steel frame, CMU exterior wall, flat roof.
	Tenant leases expire 2023, building scheduled to be vacant at time of
Restrictions:	disposition.
Appraised Value:	\$4,930,000 Fair Market Value. See Appendix 10.
Site Survey:	Appendix 8.
Site Due Diligence Reports:	See Appendix 15 for the Existing Facility Analysis and Appendix 16 for the
one Due Dingenee Reports.	Phase I Environmental Site Assessment.

	421 N. 10th Street
Parcel ID:	R1013004583
Land Area:	0.35 Acres
Use:	Warehouse and limited retail 22 surface parking stalls
Structures:	One story building with partial mezzanine and partial basement. 19,589 GSF.
Restrictions:	Tenant leases expire 2022; building scheduled to be vacant at time of disposition.
Appraised Value:	\$2,535,000 Fair Market Value. See Appendix 11.
Site Survey:	Appendix 9.
Site Due Diligence Reports:	See Appendix 18 the Property Condition Assessment and Appendix 19 for the Phase 1 Environmental Site Assessment and Appendix 20 for the Limited Site Investigation.



03. CCDC Participation

03

The Agency aims to advance economic development objectives and infrastructure improvements that serve a public benefit with this redevelopment project. This RFP offers several public/private partnership opportunities: development of Agency owned property, public infrastructure improvements, and a ParkBOI parking and mobility structure. The Agency is targeting no less than a 6:1 private to public investment ratio. For example, 60 million dollars of private investment and 10 million dollars of CCDC public investment — a total project investment of 70 million dollars – yields a 6:1 private to public investment ratio.

Proposals should explain its contemplated public/private partnership and summarize the key components and terms of the partnership. This will be an important consideration during the selection process. The Agency will negotiate final terms of the public private partnership(s) with the selected Developer as part of the Development and Disposition Agreement ("DDA"). For more information on the DDA process see Proposal Evaluation & Selection, below.

03. CCDC Participation

I. Agency Property (Development and Disposition)

As part of the Block 68 RFP, CCDC is offering the opportunity to redevelop two Agency owned parcels: 1010 W. Jefferson Street and 421 N. 10th Street. Disposition of property owned by CCDC for a redevelopment purpose follows Idaho Code § 50-2011 and the CCDC Participation Program policy adopted by the CCDC Board of Commissioners. The Block 68 RFP meets the statutory requirements in providing for competitive processes in property disposition. The property disposition process requires a commercial appraisal and a re-use appraisal, and the proposed project must comply with the Westside Urban Renewal Plan and law.

The commercial appraised value (see Appendices 10 and 11) of the included property is approximately \$7.5 million and is the initial purchase price of the property. The purchase price must be paid in full to CCDC at the time of the land closing and prior to the transfer of the Property from CCDC to the Developer. CCDC has the ability—but not the obligation—to provide a "site write down" also called "discounted land value" based on the findings within a reuse appraisal. Reimbursement of the "discounted land value", if any, would occur at project completion. Please consider this in your preliminary budget and clearly indicate a projected "discounted land value" the project will pay if different than the commercial appraised land value.

II. Public Infrastructure Improvements

The Agency can assist development projects with reimbursement for improvements that are dedicated to and for the benefit of the public through the Agency's Type 2 Participation Program. These improvements are called Eligible Expenses, see page 6 of the Participation Program Policy document in Appendix 7. All Eligible Expenses are paid by Developer as expenses are incurred, and CCDC reimburses for Eligible Expenses over a period of time after the project is complete. The reimbursement is paid using actual tax increment revenue generated by the project and received by CCDC. Assistance is limited by the lesser of a) the agreed upon Eligible Expenses, or b) a portion of the project's tax increment value as determined by its scorecard ranking for the qualified reimbursement term. To estimate a Proposal's potential infrastructure assistance, utilize the Type 2 General Assistance Participation Program and Scorecard to determine the portion of tax increment value.

Further information about contemplated infrastructure improvements is included below, in the **Project Priorities** section.



03. CCDC Participation

III. ParkBOI Parking and Mobility Structure

The Agency is seeking to partner in development of a ParkBOI parking and mobility structure as an integral component of the Block 68 redevelopment project. Once the project is complete, CCDC will purchase (and not lease or rent parking stalls) the mobility structure, or a portion thereof, and begin operation of the facilities as part of the ParkBOI system. The acquisition follows the CCDC Participation Program policy, specifically Type 3 participation and will include purchase price, development standards, and operations agreement. The garage will be funded by tax exempt bonds, which terms stipulate that 90% of the parking stalls must be available to the public. The property acquisition process is governed by state statute. Further details regarding the condominium structure for the ParkBOI parking and mobility structure will be determined during the DDA negotiation process.

Up to \$10 million is available to partner in a parking and mobility structure and must meet the following requirements in this section. Proposals should provide 200 to 350 public parking stalls at an estimated cost per stall range of \$28,000 to \$32,000. These requirements necessitate that a public parking facility be included via non-Agency land that is at least ½ block footprint. Additionally, the structure must meet the ParkBOI facility development guidelines (see Appendix 14) and the parking facility will be branded and operated as part of the ParkBOI system. The Agency reserves the right to dictate the operator of the structured parking garage.

The Agency will not consider public parking proposals that have excessive parking allowances in proportion to the redevelopment's residential and commercial uses. Parking should be sized right for the proposed uses by satisfying the parking needs of the redevelopment and catalyzing the surrounding neighborhood. It is important for CCDC to understand how much private investment this public investment derives, and proposals should articulate what portion of private investment was made possible by inclusion of the parking and mobility structure.

Further information about mobility objectives is included below, in the Project Priorities section.



04. Project Priorities

04

The Block 68 RFP aims to catalyze significant private investment. Therefore, the following project priorities explain the expectations and outcomes that are most important to deliver. These priorities serve as a guide to developing a winning proposal and also will be the evaluation criteria utilized in the selection process. Careful consideration and creative solutions in each priority area—Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability—is expected.

Minimum Expectations and **Visionary Outcomes** are identified in each priority area. Redevelopment of only Agency-owned parcels serves as the basis in establishing the Minimum Expectations. This recognizes that land assemblage may not be achievable and is not necessary to submit a responsive proposal. That said, CCDC is encouraging proposals to go beyond the Minimum Expectations with projects that meet or exceed the Visionary Outcomes.



04. Project Priorities I. Grow Our Housing

Develop housing that fills gaps unmet by the private market to expand the opportunity for our active workforce to achieve housing for themselves and their families.

Provide a minimum of 225 housing units with a balanced mix of studio, one-bedroom, and two-bedroom units. Unit sizes should be no less than 550 sq. ft. for studios, 650 sq. ft. for one-bedrooms, and 850 sq. ft. for two-bedrooms.

The Minimum Expectation is proposals will meet or exceed the following affordability terms: 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 70 units at market rates. See Appendix 21 for more information about AMI. Provide at this range of pricing for at least a 15 year term and identify a monitoring agent responsible to confirm project is maintaining the goals and affordability terms. CCDC is open to consideration of lien restrictions and/or guarantees and/or another tool to confirm the units remain available and affordable at the levels proposed.

CCDC seeks proposals that provide more total units overall, as well as more units offered at the lower price points. Respondents are encouraged to deliver projects with double or even triple the minimum number of housing units at various levels of affordability terms. Thoughtful design that improves resident quality of life is expected. Suggested design items include: nine foot or taller ceiling heights, natural light, in-unit washers and dryers, durable interior finishes and fixtures, and common area amenities that serve education, families, and active lifestyles.

The Agency prefers for-rent housing but for-sale housing is acceptable. Short-term rental units are not allowed.

Proposals are encouraged to seek out additional housing incentive opportunities with the City of Boise Grow Our Housing program.



Provide a minimum of 225 housing units with a balanced mix of studio, one-bedroom, and two-bedroom units.



04. Project Priorities I. Grow Our Housing



Minimum Expectations

225 housing units with balanced mix of: 550+ SF Studio, 650+ SF 1-BDs, 850+ SF 2-BDs

Affordability for a 15 year term: 25 units \leq 80% AMI and 130 units \leq 120% AMI

Thoughtful design that improves resident quality of life



Visionary Outcome

Double or triple the minimum housing units on/near Block 68 at various levels of affordability

More units offered at the lower price points and longer term pricing restrictions





04. Project Priorities II. Mobility

Make it easier to bus, bike and walk, because our residents must be able to connect to opportunities when and where they exist. Proposals should be conceptualized with mobility infrastructure and mobility initiatives at the core of the architectural design, development program, and targeted uses.



State Street is one of only four transportation corridors into Downtown. Significant investment in bus rapid transit and transit oriented development along this corridor is explained in the <u>State Street Corridor Transit Oriented Development</u> plan, the <u>Transportation Action Plan</u>, and the multi-municipality collaborative effort known as <u>Build a Better State Street</u>. Additionally, ACHD and CCDC are partnering on the Downtown Boise Implementation Plan, which anticipates new street and public improvements along the State Street frontage of the Project Area with construction beginning in 2022. Proposals should align with and further the goals and objectives of these plans.

Once completed in 2023, the 11th Street Bikeway will provide a safe and convenient bicycle connection from ridge-to-river for all ages and abilities. More information can be found in CCDC's <u>11th Street Bikeway Report</u>, at the Ada County Highway District's <u>project page</u>, and in the <u>preliminary schematic design drawings</u>. Integrate the 11th Street Bikeway into the project with careful consideration of site circulation, targeted ground floor uses, and location of bicycle facilities. A Visionary Outcome is a public secure bicycle storage facility for 30 bicycles, refer to <u>BikeBOI</u>, with direct connection to 11th Street.

Attention to enhancing the walkability of the area is important. Maintain the public alley or an equivalent midblock connection through Block 68. Meet the City's Downtown Streetscape Standards. Provide sidewalks that provide a safe, convenient, and interesting experience.



04. Project Priorities II. Mobility



Despite four acres of surface parking lots on and around Block 68, there is increasing demand for parking to support current uses and near-term future growth. The high cost of consolidating parking into structures continues to stymie redevelopment and contribute to the increasing price point of housing in downtown. The Minimum Expectation of proposals is that the project's private parking ratio will not exceed 0.8 stalls per unit. This aligns with City of Boise Parking Overlay District's P2 zone in which the project area is located. The Visionary Outcome is that proposals build a shared use public parking and mobility structure that consolidates parking and builds more housing and other uses that serve the neighborhood.

Proposals are encouraged to integrate a public parking garage that: provides a shared parking resource for the area, relieves infrastructure costs on housing resulting in lower housing prices, catalyzes infill of underutilized surface parking lots with active uses, and reduces need for private single-use garages.



Minimum Expectations

Integrate with the Building a Better State Street initiative

Integrate and enhance the upcoming 11th Street Bikeway

Maintain midblock connection through Block 68

Private parking ratio requirement for housing: maximum of 0.8 stalls per unit



Visionary Outcome

Secure bicycle storage facility for 30 bikes

Shared-use public parking and mobility infrastructure that supports: more housing, infill with active uses, reduced infrastructure costs, and shared mobility resource for neighborhood



04. Project Priorities III. Urban Development and Architectural Design

Elevate the architecture of Boise's urban fabric because an exceptional built environment enhances quality of life and strengthens our community's identity. Proposals should express sustainable development through aspirational architecture that challenges the status quo and exemplifies what is possible.



Minimum Expectations

Exceptional built environment that contributes to the authentic neighborhood fabric

Embrace density and provide for activities conducive to a compact mixed-used downtown

Activate the streets by providing active ground floor uses, furnishings and other engaging elements

Aspirational Architecture that integrates green architecture features and systems

Embrace density with building heights of predominantly six stories or more and in no circumstance less than three stories. Block 68 is zoned C5-DD, which is Central Business (C-5) with a Downtown Design overlay (DD). There are no height limits in the C-5 zone. Residential uses are allowed without a density maximum. The C-5 zone is intended to provide for activities conducive to a compact and concentrated urban downtown mixed-used center.

Activate the streets by providing active ground floor uses that engage with the pedestrian experience often. Building frontages are expected to consist mostly of active uses and entrances and no parking at all. Provide ground floor ceiling heights no less than fourteen-feet tall. A mix of uses that serve the neighborhood such as: retail, dining, entertainment, and community services are encouraged. Supplement the active uses with other elements, such as functional awnings, green walls, streetscape furnishings, and public art.

Aspirational Architecture should give special attention to façade design and materials, contribute to the authentic neighborhood fabric, integrate green architecture features and systems, and incorporate pedestrian scale ground floor fenestration.



04. Project Priorities III. Urban Development and Architectural Design



Images, I-r: Architecture Daily (2011), BiotectureUk (exterior living wall), BiotectureUk (interior living wall).



04. Project Priorities IV. Economic Development

Providing economically diverse housing opportunities to Boise's active workforce within the regional employment center will expand opportunity in Boise's local economy, reduce demands on transportation infrastructure, and further the City's long-term sustainability.

Proposals are encouraged to leverage the RFP's public-privatepartnership opportunities to maximize the amount of housing and other uses included in the project. Utilize public participation to deliver lower housing price points. Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses and to reduce the need for private, single-use garages.

Proposals are encouraged to assemble nearby underutilized land and build more housing and uses that serve the neighborhood. Proposals that include land assemblage must demonstrate site control by providing in the submission package: record of ownership, an executed purchase and sale agreement, or an executed purchase option. Inadequate forms of site control include: letters of intent, other non-binding agreements, and verbal commitments. Additional property does not necessarily have to be abutting Agency-owned parcels. Parcels within a five minute walk of Block 68 and within in Westside Urban Renewal District are acceptable to include.

Including long range master plans with multi-phase development schemes are discouraged. CCDC will evaluate proposals only on the development that will be included in the DDA. If construction phasing is proposed, the last phase should start construction no later than 2024. Subsequent phases of development that may occur after the partnership with CCDC is complete will not be recognized during the selection process.



Minimum Expectations

Leverage public private partnership to maximize the amount of housing and other uses included in the project

Utilize public participation to deliver lower housing price points



Visionary Outcome

Assemble nearby underutilized land and build more housing and uses that serve the neighborhood

Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses



04. Project Priorities V. Sustainability

CCDC is committed to ensuring that Boise is a resilient city in the face of climate change. It is critical that proposals work to mitigate climate impacts and innovate around the creation of a robust climate economy.

At a minimum, proposals are required to meet the Boise City Green Building Code and should employ measures to achieve the following. Proposals are encouraged to power buildings with alternative energy such as all-electric buildings or geothermal. Buildings should meet an Energy Use Intensity (EUI) or "KBTU/SF per year" in line with the Boise Climate Zone 5B (see Appendix 23). Provide Electric Vehicle (EV) charging stations at 1% of total parking stalls. Provide conduit sleeves for future EV charging stations at 20% of total stalls.

Utilize and expand clean energy utility system infrastructure, including: geothermal, green stormwater, fiber-optic data, electric power, and water renewal. Underground the overhead power and utilities on 11th Street and the Block 68 alley.

Proposals are required to include recycling facilities and operations and encourages proposals to include composting facilities and operations.

Accomplish water conservation with mechanical and plumbing systems that use low flow/usage appliances and fixtures which meet the EPA WaterSense standard.



Minimum Expectations

Meet the Boise City Green Building Code

All-electric buildings with use of geothermal for commercial/retail spaces

Meet an Energy Use Intensity (EUI) in line with the Boise Climate Zone

Electric Vehicle (EV) charging stations and conduit for future charging stations

Recycling facilities and operations

Water conservation by using low flow/usage appliances and fixtures which meet the EPA WaterSense standard



Visionary Outcome

Expand clean energy utility system infrastructure

Composting facilities and operations

05

I. Registration Not Required

Registration is not required to submit a proposal. If you are interested in receiving email updates from CCDC when additional information pertaining to the RFP is made available, please contact CCDC and provide the email address or email addresses that wish to receive updates.

II. Proposal Submission

Please follow these instructions for submitting a proposal.

Utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive. Send the link to your proposal by email to Kathy Wanner, CCDC Contracts Specialist: <u>kwanner@ccdcboise.</u> <u>com</u>

The required submittal documents (some of which must be signed and dated) must be organized into separate PDF or Excel files for each of the thirteen (13) sections shown below in "Required Submission Materials." Name each PDF file with a unique identifier for that section. EXAMPLE: the first file should be named "1 Cover Sheet.pdf", the next file "2 Acknowledgement & Release.pdf", and so on.

CCDC takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

III. Questions; Contact Information

Respondents may contact CCDC with written questions or requests to access the project site by sending an email to Kathy Wanner, Contracts Specialist, kwanner@ccdcboise.com. Questions submitted before the RFP Questions and Clarifications deadline, which is **August 03, 2021**, will receive a response posted online at <u>www.ccdcboise.com</u> by CCDC. Individuals who pose questions will not be identified in responses.

IV. Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn prior to the submission deadline set forth herein.



V. Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by CCDC. Proposals should conform to the requested format as much as possible.

PLEASE INCLUDE THE FOLLOWING THIRTEEN (13) ITEMS ARRANGED IN THE FOLLOWING ORDER:

1. The Cover Sheet, Appendix 1

Download the Cover Sheet, under Appendices, fill out and sign. The individual listed on the Cover Sheet will be the point of contact if additional information or clarification on the submitted proposal is required.

2. Acknowledgement & Release, Appendix 2

Download the Acknowledgement & Release Agreement under Appendices, fill out and sign.

3. Development Budget Form, Appendix 3

Appendix 3 is an Excel file and should be submitted as an Excel file. The Development Budget should include all development expenses associated with the project, including proposed Agency financial participation. The total development cost provided in the Development Budget Form should match the proposed project's Financial Sources Form.

4. Financial Sources Form, Appendix 4

Appendix 4 is an Excel file and should be submitted as an Excel file. The total development cost provided in the

Development Budget Form should match the proposed project's Financial Sources Form.

5. Completed Green Building Certificate Form, Appendix 5

CCDC intends to award a project committed to using the Boise City Green Construction Code. The Green Building Certification must be signed and completed with the application.

6. Development Program Form, Appendix 6

The Development Program Form is attached as Appendix 6 is an Excel file and should be submitted as an Excel file.

7. Project Narrative

The Project Narrative should explain the proposed project. Describe how it accomplishes the RFP's Project Priorities. Articulate the public benefits created by the public private partnership. Summarize the private investment objectives and the economic development benefits that it creates. It should be no more 1,500 words in length and can incorporate images, diagrams, and tables. Be sure to address each Minimum Expectation and, if applicable, Visionary Outcome listed in the Project Priorities: Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability. Project Narratives should also discuss the proposal's anticipated adherence to or variance from City of Boise Planning and Zoning regulations regarding: setbacks, Downtown Streetscape Standards, Fire Department access on-site, and parking stall counts

8. Development Team Information

- a. Provide the name, title, and organization of each: developer, architect, engineer, contractor, and proposed development legal entity, included on the Development Team. Include address, phone numbers and email contacts.
- b. Provide a Development Team organizational chart that also describes the development legal entity.
- c. Indicate whether the development entity has been formed and is registered with the State of Idaho. If it has not yet been legally formed, please indicate when it will be formed.
- d. Provide three professional references including name, title, email, and phone number. References cannot be a member of the Development Team.
- e. Include financial statements proving the Development Team's financial capacity to deliver the proposed project. A "letter of creditworthiness" from a financial institution(s) which describes prior credit relationships, prior lending history/amounts/ range, anticipated parameters for lending on the proposed project, and confirms the member or entity is not in default is acceptable in lieu of or, in addition to, another form of a financial statement.

9. Portfolio / Résumé

List and briefly describe relevant projects that the Development Team, together, has completed and/or has underway. Additionally, provide a portfolio or resume exemplifying relevant experience for each organization: developer, architect, and contractor.

10. Proposed Terms of CCDC Participation

Provide a description of the proposed CCDC participation included in the proposal. Include information about key terms such as:

- Anticipated discounted land value, if any.
- All proposed Agency financial participation related to potential Public Improvements (utility infrastructure, streetscapes, street work). Anticipated costs should be provided on the Development Program Form schedule and should conform generally to CCDC's Participation Program rules and requirements, as found in Appendix 7.
- (if applicable) Proposed purchase price of ParkBOI parking and mobility structure. Include cost breakdowns of cost per parking stall, BikeBOI facilities, etc. Summarize construction type and design standards of facilities
- Private to public investment ratio calculation, as described in the CCDC Participation section.

11. Development Timeline

A preliminary development timeline is required and must include major milestones including but not limited to design review approval, planning and zoning approval, any additional land use entitlements, loan closings, land transfer, construction start, construction completion and a rent/lease up or sales schedule.

12. Project Drawings

Provide concept design level drawings that illustrate building massing, site layout, exterior façade design and finishes, parking, contemplated streetscape and other public improvements. If applicable, provide public parking garage floorplans. Include a site plan that incorporates the ground level floor plan, vehicle and pedestrian egress, parcel lines, streetscape improvements, required setbacks, and fire department emergency site access. Provide a typical upper level floor plan of unit layout. Include multiple renderings from street level and aerial view perspectives to illustrate how the project interrelates with the surrounding context. Additional sketches, diagrams, images or plans that further explain the project are welcomed. A technical drawing set is not required with this submittal.

13. Proof of Site Control (if applicable)

Proposals that include additional property, not owned by CCDC, must demonstrate site control by providing: record of ownership, an executed purchase and sale agreement, or an executed purchase option. Unacceptable forms include: letters of intent, other non-binding agreements, and verbal commitments.



06. Proposal Evaluation & Selection I. Evaluation Criteria



The evaluation criteria in this section represents the Agency's priorities, and will be used as a basis for selection of the strongest proposal. A proposal that meets the Minimum Expectations may be awarded up to 370 points. Up to 130 additional points may be awarded upon how well a proposal accomplishes the Visionary Outcomes. A total of 500 points are possible.



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06. Proposal Evaluation & Selection I. Evaluation Criteria

Development Team Qualifications

Expertise developing mixed-income housing in urban settings, experience designing high performance buildings, track record of producing aspirational architecture and high quality results, as well as, strong public engagement skills.

Project Development Timeline

Achievable and expeditious plan to accomplish pre-development, entitlements, construction, and occupancy. Alignment with CCDC schedule.

Grow Our Housing

Minimum Expectations: 225 housing units; balanced mix unit types; 15 year affordability term for 25 units \leq 80% AMI and 130 units \leq 120% AMI; Thoughtful design and amenities that improve resident quality of life.

Visionary Outcomes: More units offered at the lower price points and longer term pricing restrictions. Double or triple the minimum housing units on/near Block 68 at various levels of affordability.

Mobility

Minimum Expectations: Building a Better State Street, 11th Street Bikeway, and midblock connection through Block4568. Private parking ratio requirement for housing: maximum of 0.8 stalls per unit. Make it easier to bus, bike and walk,
to connect people to opportunities when and where they exist.45

Visionary Outcomes: Secure bicycle storage facility for 30 bikes. Shared-use public parking and mobility structure that supports: more housing, infill with active uses, reduced infrastructure costs, and shared mobility resource for neighborhood.

Urban Development and Architectural Design

 Minimum Expectations: Exceptional built environment that contributes to the authentic neighborhood fabric.

 Embrace density and provide for activities conducive to a compact mixed-used downtown. Activate the streets by providing active ground floor uses, furnishings and other engaging elements. Aspirational Architecture that integrates green architecture features and systems.
 100

 Visionary Outcomes: N/A
 N/A

Economic Development

Minimum Expectations: Providing economically diverse housing opportunities to expand opportunity in Boise's local economy, reduce demands on transportation infrastructure, and further the City's long-term sustainability. Leverage public private partnership to maximize the amount of housing and other uses included in the project. Utilize public participation to deliver lower housing price points.

Visionary Outcomes: Assemble nearby underutilized land and build more housing and uses that serve the neighborhood. Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses.

Sustainability

Minimum Expectations: Meet the Boise City Green Building Code. All-electric buildings with use of geothermal for commercial/retail spaces. Meet an Energy Use Intensity (EUI) in line with the Boise Climate Zone. Electric Vehicle (EV) charging stations. Recycling facilities and operations. Water conservation by using low flow/usage appliances and fixtures which meet the EPA WaterSense standard.

Visionary Outcomes: Expand clean energy utility system infrastructure. Composting facilities and operations.

Total	Po	ints:	500

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06. Proposal Evaluation & Selection II. Selection Process

CCDC envisions a four-step process for selection of a proposal for the project site.

Step 1: Request for Proposals

The RFP will be advertised locally in the Boise Metro Area, published in the Idaho Statesman newspaper, posted on the CCDC website, and noticed to known and interested parties.

Step 2: Evaluation of Proposals

Proposals received prior to the submission deadline will be reviewed by CCDC staff to confirm they meet the RFP's submittal requirements. The respondent will be notified in writing if the proposal is deemed incomplete and no further review will occur. Agency staff will continue review all proposals that meet the submittal requirements and deliver a preliminary findings report to the CCDC Board.

At its discretion, the CCDC Board may choose to establish a Selection Committee. Respondents may be asked to present to the Selection Committee or to the full CCDC Board at a public meeting. Proposals will be judged based on the written submittals, presentations, and requested supplemental information, as applicable. The CCDC Board of Commissioners reserves the prerogative to interview or not interview respondents, and reserves the right to conduct its fact finding and deliberation period as it determines necessary to evaluate proposals.

At a public meeting, The CCDC Board will select a proposal to advance to Step 3, and if applicable, determine the final ranking of other qualified proposals.



06. Proposal Evaluation & Selection II. Selection Process

Step 3: Agreement to Negotiate Exclusively

The next step is for CCDC to enter into an Agreement to Negotiate Exclusively (ANE) with the selected development entity. The CCDC Board of Commissioners has sole authority to approve an ANE but is not obligated to consider or approve an ANE under this RFP.

Design Refinement: The ANE allows time for project design and details to be refined and specific development terms to be considered. It is the Agency's expectation during this period that, while elements of the design may change, design features will function in the way they were initially proposed. Architectural and interior finish materials, unit and income mixes, density are also design features that must remain consistent with the initial proposal.

Financial Feasibility: Once a proposal is selected, additional work will be done to determine the financial feasibility of the project together with the selected developer's banking institution. Required information may include financial statements from principals in the development entity and equity partners and related financial-credit information. Criminal background checks may be required.

Commercial Appraisal: A commercial appraisal has been completed and establishes a fair market value for purposes of determining an initial purchase price for disposition of the property a schedule of performance for a stipulated project (as described in a DDA agreement in the next step). An update to this commercial appraisal may be provided by CCDC, if needed. The appraisals for both Agency-owned properties are found in Appendices 10 and 11.

Reuse Appraisal: During the ANE stage, the Agency will obtain a reuse appraisal to determine the eligible, if any, discounting of the land value. If, during the ANE phase, a land value discount is both eligible and desired based on the project expectations, the discount (difference in commercial value versus reuse value) can be reimbursed upon successful completion of the project. This approach protects the public's investment in the land should the project fail to be completed.

Next Steps: The ANE also sets a schedule for reaching an agreement which may to lead to a Disposition and Development Agreement (DDA).



06. Proposal Evaluation & Selection II. Selection Process

Step 4: Disposition and Development Agreement (DDA)

If an ANE was entered into with a selected developer, CCDC may then prepare a DDA that describes in detail the requirements and conditions precedent to the transfer of the Project Site to the development entity. This will include a Schedule of Performance. CCDC may require certain measures such a performance bond, developer guaranty or other mechanism to increase the probability for the successful completion of the project.

An early step in the DDA would involve the selected development entity purchasing the property as advised by the commercial appraisal pricing and subject to the development agreement terms/schedule of performance. The initial purchase would convey title including payment for the property prior to commencement of construction. Successful completion of the project may involve a rebate (also known as a "site write down" or "discounted land value") as previously advised by the reuse appraisal, determined by the ANE/DDA process, and approved by the CCDC Board of Commissioners.

Upon satisfaction of all requirements, the negotiated DDA returns to the CCDC Board of Commissioners for its final approval and selection of the RFP competitive selection process winner. The CCDC Board of Commissioners has sole authority to approve a DDA but is not obligated to consider or approve a DDA under this RFP.



06. Proposal Evaluation & Selection III. Schedule

Event	Date		
Step 1: Request For Proposals			
Board Approves RFP for Publication	05/10/2021		
Publish and Promote RFP	05/17/2021		
RFP Questions and Clarifications Deadline	08/03/2021		
RFP Addendum Deadline (if necessary)	08/09/2021		
Submission Deadline	08/19/2021		
Step 2: Evaluation of Proposals			
BOARD MTG: Agency Preliminary Finding Report	09/13/2021		
Selection Committee Review and Interviews	09/22/2021 to 10/15/2021		
Supplemental Information Deadline	10/06/2021		
BOARD MTG: Winning Proposal Selection	11/08/2021		
Step 3: Agreement to Negotiate Exclusively (ANE)			
BOARD MTG: Approval of ANE	03/14/2022		
Step 4: Disposition and Development Agreement (DDA)			
Negotiation, ReUse Appraisal, Finalize DDA	09/12/2022		
BOARD MTG: Approval of DDA	11/14/2022		

*Schedule is preliminary and subject to change. It is included to provide an idea of the timeframe in which this project may move through the approval process.



07. Details

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CCDC Discretion and Authority; Disclaimers

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 50, Chapter 29 (Local Economic Development Act). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the proposals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

Public Nature of RFP Submissions

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Act shall be addressed to your own legal counsel prior to submission.



08. Appendices

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- 1. Cover Sheet REQUIRED WITH SUBMITTAL
- 2. Acknowledgment & Release REQUIRED WITH SUBMITTAL
- 3. Development Budget Form REQUIRED WITH SUBMITTAL
- 4. Financial Sources Form REQUIRED WITH SUBMITTAL
- 5. Green Building Certification Form REQUIRED WITH SUBMITTAL
- 6. Development Program Form REQUIRED WITH SUBMITTAL
- 7. Participation Program Policy Document, dated May 2019
- 8. Site Survey 1010 W. Jefferson Street, dated 2018
- 9. Site Survey 421 N. 10th Street, dated 2021
- 10. Property Appraisal -1010 W. Jefferson Street, dated 2021
- 11. Property Appraisal 421 N. 10th Street, dated 2021
- 12. Sample Agreement to Negotiate Exclusively
- 13. Summary of Disposition and Development Agreement
- 14. CCDC Boise Parking Structure Design Guidelines
- 15. 1010 W. Jefferson Existing Facility Analysis, dated 2018
- 16. Phase I Environmental Site Assessment 1010 W. Jefferson Street, dated 2018
- 17. Building Floor Plans 1010 W. Jefferson Street
- 18. Property Condition Report 421 N. 10th Street, dated 2017
- 19. Phase I Environmental Site Assessment 421 N. 10th Street, dated 2017
- 20. Limited Site Investigation Report 421 N. 10th Street, dated 2018
- 21. 2020 Average Median Income Rent and Income Levels, Novogradic, dated April 9th, 2021
- 22. City of Boise Geothermal Utility Locations, dated March 2020
- 23. Energy Use Intensity and Performance Targets, New Buildings Institute

Development Program Form REQUIRED WITH SUBMITTAL

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APPENDIX 6 DEVELOPMENT PROGRAM FORM (REQUIRED WITH SUBMITTAL)

RFP: BLOCK 68 CATALYTIC DEVELOPMENT

Note: Add columns for additional buildings as necessary Item	Proposal Total	Building 1 (Block	Building 2
		69 North)	(Block 68 South)
Address		1010 W. Jefferson St. Boise, ID 83702	419 N 11th Street & 1111 W State Street & 1177 W State Street Boise, ID 83702
Residential Units Count (total)	<u>450</u>		
Studio	178	107	71
1 Bedroom	195	89	106
2 Bedroom	77	24	53
Average Residential Units Square Feet (total)			
Average SF for Studios	550	550	550
Average SF for 1BDs	650	650	650
Average SF for 2BDs	850	850	850
Average AMI Level (total)			
AMI Average for Studios		118%	129%
AMI Average for 1BDs		119%	133%
AMI Average for 2BDs		117%	128%
Residential Unit Pricing average			
Studio	\$1,625	\$1,556	\$1,694
1 Bedroom	\$1,782	\$1,685	\$1,879
2 Bedroom	\$2,083	\$1,990	\$2,176
On-Site Parking Stall Count and Ratio	225	45	180
On-Site Parking Ratio (Residential Units to Parking Stalls)	0.50	0.20	0.78
Off-Site Parking Stall Count	inc. above	65	0
Square Footage By Use			
Residential	373,260	173,041	200,219
Office / Commercial	-	-	-
Retail / Restaurant	24,263	10,185	14,078
Parking	217,227	16,337	200,890
Other			
Targeted Uses (i.e. programming related to medical, food,		Hausian Datail	Housing, Retail/Child
community, or family services) Development Costs per Unit (Housing Only)		Housing, Retail \$268,000	Development/Parking \$367,000
Total Development Costs	\$180,592,000	\$200,000	\$118,388,000
Construction Completion	TBD	TBD	TBD
Requested CCDC Financial Participation			
Land	\$7,465,000	\$2,535,000	\$4,930,000
Streetscapes	\$3,065,000	\$1,635,000	\$1,430,000
Utilities	inc.	inc.	inc.
Public Parking Facility (if applicable)	\$10,000,000	n/a	\$10,000,000

BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT NARRATIVE

EDLEN & CO. + COMPANIES + Companies + the



PROJECT NARRATIVE

The proposed projects are a multi-block, mixed-use development that achieves all of CCDC's Minimum Expectations as well as many of CCDC's Visionary Outcomes. The project includes over two and a half city blocks of redevelopment, which, upon completion may include **over 600 new residential units for all income levels and ages**. It will also include 18,000 square feet of active ground-floor retail, 26,000 square feet of healthcare and/or education space, a 14,000 square-foot Child Development Center, and a new 98,000 squarefoot downtown YMCA.

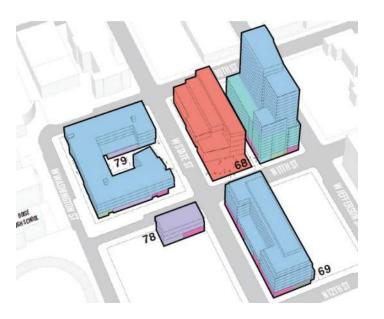
This proposal is in response to CCDC's requirements and provides for the anticipated catalytic redevelopment of neighboring properties. It is important to note that all components of our proposed development project are designed within current City of Boise zoning guidelines.

BLOCK 68 - SOUTH (MOBILITY HUB)

The CCDC-owned property on the south half of Block 68 (Block 68 South) will be developed into a 20-story Type I high-rise building that will include active ground floor space, parking and mobility structure (Mobility Hub), and market-rate housing. The ground floor space includes residential amenities and the YMCA Child Development Center. The Child Development Center has been designed to be flexible and could also accommodate office, mecical clinic/healthcare space, or retail.

The **Mobility Hub** includes ParkBOI, which will facilite 158 public parking stalls for retail, visitors, and other short-term users. Per the terms noted in the Block 68 RFP, \$10 million will purchase parking stalls for the ParkBOI facility and BikeBOI. (The estimated cost to be paid for by the ParkBOI funds will pay for the contractor's hard cost, soft costs, and financing costs, which are detailed in the Proposed Terms for CCDC Participation section.)

In addition to the ParkBOI parking in the Mobility Hub, there are 131 parking stalls for the YMCA as well as 180 stalls for residential units. The proposed parking to serve the residential units are for both Block 68 South and Block 69, described below and assume a ratio of 0.5 parking stall to 1 residential unit. A BikeBOI facility is also located in the Mobiliby Hub and provides access to the 11th Street Bikeway.



Above the Mobility Hub are 12 floors of housing that include 230 market-rate and/or active adult residential units. It is important to note we did not include the State of Idaho controlled parcel adjoining the CCDCowned property but we have been in communication with representatives of the State to include this parcel while providing the State with replacement parking. Discussions with the State indicate their support of the project and that they are willing to work with us to include this parcel as a part of the larger development. Upon agreements with the State the project would become a full one-half block and provide for a more efficient Mobility Hub.

BLOCK 68 - NORTH (YMCA) & Block 69 (Mixed-Use Housing)

The CCDC-owned property on the north half of Block 68 (Block 68 North) is proposed to be transferred through a purchase and sale agreement for the YMCAowned half-block parcels west of Block 68 across 11th Street (Block 69). Block 69 will be developed into a seven-story, Type III mid-rise building. The building program includes active ground-floor retail at the corners along State Street at both 11th and 12th streets, 45 parking spaces accessed from the alley, and a residential lobby. Above the ground floor are **220 mixed-income housing units, including 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 65 market-rate units**. Housing developed on Block 68 South and Block 69 provides for 450 residential units, which is twice the Minimum Expectation included in CCDC's RFP of 225 residential units.

BLOCK 79 (MIXED-USE HOUSING) & BLOCK 68 - NORTH (YMCA)

The proposed redevelopment of the CCDC parcels noted above will bring significant additional development on neighboring YMCA-owned parcels. Block 68 North will be redeveloped into a new downtown Boise YMCA. The block currently occupied by the YMCA (Block 79) would be redeveloped into a mixed-use housing project with creative and active ground floor spaces.

The new downtown Boise YMCA will allow the Treasure Valley YMCA to continue to provide services to ALL members of our community. The facility may include: an aquatic center, multiple gyms, indoor track, weights, and cardio area, climbing wall, teaching and conference facilities, health and wellness center, family adventure center, THRIVE Center, and support services.

Upon completion of the new Downtown YMCA and Mobility Hub, Block 79 will be developed into a fourstory, Type VA low-rise with below-grade parking. Additional residential units may be achieved through approval from the City for a height variance, but this proposal only includes what is currently allowed by code. The ground floor includes space that will be complementary to the Boise High School for education



and/or healthcare clinics as well as retail. Three floors above the ground floor include 176 mixed-income residential units. Some of the units may provide affordable housing to households at or below 60% AMI. This assumes the successful award of Low-Income Housing Tax Credits (LIHTCs). The feasibility of incorporating units at this level of affordability will depend on a successful award of LIHTC at either 9% or 4% and a source for needed gap funding.

BLOCK 78 (CREATIVE OFFICE)

The remaining YMCA-owned property on Block 78 will be developed as a creative office or a not-for-profit hub. We have had meetings with members of Grow Our Housing, City of Boise's Housing and Community Development, CATCH, College of Western Idaho, College of Idaho, and others who have expressed interest in having a location here.

The proposed development enhances pedestrian, bike, and transit accessibility and connections. Public plazas at the northwest corner of Block 68 and Southwest corner of Block 79 will welcome the community to the neighborhood as well as provide opportunities for community events and activities. These plazas will also provide connections accorss State Street providing additional protection for biking and pedestrian crossing, aligning with the **11th Street** Bikeway. Protected pedestrian and bike access continues through Block 79 to the intersection of Washington and 10th Streets, directly in front of Boise High School. Bicycle parking racks will be integrated into the hardscape design throughout the public plazas in addition to the secure BikeBOI facility in the Mobility Hub provide bike parking options throughout the neighborhood. The BikeBOI space will include changing areas and a bicycle maintenance facility. Additional secured bicycle parking facilities serving Blocks 69 and 79 also front onto the 11th Street Bikeway, further contributing to the visual prominence, atmosphere, and activity of 11th Street as a **bike-centric** corridor. The alley on Block 68 will be maintained and be prioritized for YMCA uses along with bike and pedestrian travel.

PROJECT NARRATIVE

INVESTMENT RATIO

CCDC's investment in Block 68 South allows for a new public parking facility to support surrounding developments and a mixed-income housing project on Block 69. The estimated total project investment for these two projects combined is **\$180.6 million**. With CCDC's public investment of \$20.5 million (including a \$10 million investment in public parking, public improvement reimbursement, and land value), this would yield a ratio of 8:1, private to public investment (see for more information on CCDC investment in the Proposed Terms for CCDC Participation section). In addition, these two projects are estimated to create 850 construction jobs, 50 new permanent jobs, and provide an estimated private property value of approximately \$130 million, not including the catalytic developments on Block 68 North, Block 79, and Block 78.



ECONOMIC DEVELOPMENT

The additional catalytic projects, noted above, would add an additional private investment of \$145 million and CCDC investment for public infrastructure of \$6 million. The total CCDC public investment of \$26.5 million yields an **11:1 private to public** investment for the entire development project. In addition, the construction of the catalytic projects yields an additional 475 construction jobs for a total of 1,325 total construction jobs and an unknown number of new permanent jobs. In all, an additional new estimated private property value of approximately \$210 million would be added to Boise upon completion of the entire development.

COMMUNITY ENGAGEMENT

The overall proposed project will provide a major economic impact for Boise. We believe a successful economic plan should include **community** engagement to ensure the community's wants and needs are addressed. Our proposal includes an initial stakeholder engagement plan that will help all members of the development team, including CCDC, better understand what residents want from the proposed project.

Our vision for the project is to provide diverse opportunities for new residents, retailers, and the surrounding community. A pedestrian-oriented ground level will include a mix of uses promoting indoor-outdoor activities, walkability, public safety, and a strong connection to pedestrian and bicycle transit. Our proposed project prioritizes activating street frontages with expansive storefront fenestration to enhance density, enrich the pedestrian experience, and contribute to a cohesive, livable, inclusive neighborhood for downtown Boise. The building designs will serve to augment the authentic neighborhood fabric by integrating forward-thinking sustainable materials.

SUSTAINABILITY

Sustainable design and construction practices will be maintained on all projects to meet the Minimum Expectations outlined in the Block 68 RFP. Additional sustainable opportunities will be considered, including geothermal for residential units in addition to what is currently included for commercial and retail spaces.

This proposed project is a once in a lifetime opportunity to create a new neighborhood that provides opportunities for ALL members of the Boise community.

PROJECT PRIORITIES

Below is a chart to better illustrate how this proposal meets CCDC's project priorities by project location.

Project Priorities	Block 68	Block 68	Block 69	Block 78	Block 79
Project Priorities	North	South	DIUCK 09	DIUCK 70	DIUCK 79
GROW OUR HOUSING		<u> </u>	<u> </u>	<u> </u>	
Balanced Mix of Housing		х	х		х
25 units < 80%, 130 <120% AMI			х		TBD
Washer/Dryer Included		х	х		х
Minimum Sqft per Unit		х	х		х
9ft Height in Unit		х	х		х
MOBILITY					
Building a Better State Street Initiative	x	x	x	x	x
11 th Street Bikeway (>30 bike parking)		х	х		х
Mid-block Connection	х	х			
Private parking ratio: <0.8		х	х		х
URBAN DEVELOPMENT & ARCHITECTURAL	DESIGN				
Increase Density	х	х	х	х	х
Activate Street through Ground Floor Retail	x	x	x	x	x
14ft Ground Floor Ceiling Heights	х	х	х	х	х
ECONOMIC DEVELOPMENT					
Shared-use Parking- increase infill, reduce single-use garages	x	x	x		
Phased Construction prior to 2024	х	х	х		
SUSTAINABILITY					
Meet Green Building Code	х	х	х	х	х
All Electric + Geothermal for Commercial*	x	x	x	x	x
EV Charging Stations for 1% of Stalls		x	x		x
EV Charging Stations for a future 20% of Stalls		x	x		x
Recycling Facilities + Composting	х	х	х	х	х

* Aspirational goal - geothermal is estimated to add \$7M to the proposed budget if used for all Blocks

BLOCK 68 CATALYTIC REDEVELOPMENT Development timeline

EDLEN & CO. + - - ELTON + the



DEVELOPMENT & TRANSACTION TIMELINE PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69

	2021	2022		2023		2024	2025	
PHASE	Q1 Q2 Q3	Q4 Q1	Q2 Q3 Q4	Q1 Q2	Q 3 Q 4	Q1 Q2 Q3	Q 4 Q 1	Q2 Q3 Q4
PREDEVELOPMENT								
BLOCK 68 PROPOSAL SUBMISSION	AU	G-19,-2021						
PRELIMINARY FINDINGS REPORT		EPT-13, 2021						
COMMITTEE REVIEW & INTERVIEWS								
WINNING PROPOSAL SELECTION		NOV 8, 2021						
BOARD APPROVAL								
DDA BLOCK 68 - SOUTH			APRIL 11, 2022 *					
SCHEMATIC DESIGN								
DESIGN DEVELOPMENT								
CONSTRUCTION DOCUMENTS								
DESIGN REVIEW								
PLANNING & ZONING								
PERMITTING								
FINANCING								
LAND TRANSFER / SALE								
GARAGE CONSTRUCTION						·		
HOUSING CONSTRUCTION								
MARKETING / LEASING								
BLOCK 69								
SCHEMATIC DESIGN								
DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS								
DESIGN REVIEW								
PLANNING & ZONING								
PERMITTING								
FINANCING								
LAND TRANSFER / SALE								
PODIUM CONSTRUCTION								
HOUSING CONSTRUCTION								
MARKETING / LEASING								
COMMUNITY ENGAGEMENT								
PUBLIC PLANNING								
PUBLIC EDUCATION / UPDATES								

The above proposed timeline is based on the timeline provided in the RFP and from clarifications provided through the RFP process. The overall schedule maybe accelerated but based on experience and information received, the timeline included is appropriate for the proposed project.

* Proposed Adjustment to Block 68 RFP Schedule.

	2026				2027	
Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2

DEVELOPMENT & TRANSACTION TIMELINE CATALYTIC PROJECTS - BLOCK 68 NORTH, BLOCK 78, & BLOCK 79

	2021			2022				2023				2024			2025			
PHASE	Q 1	Q2 (23 Q4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q2 Q3	3 Q 4	Q 1	Q 2	Q 3	Q
BLOCK 68 - NORTH (YMCA) Schematic design				-														
DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS																		
DESIGN REVIEW	1																	
PLANNING & ZONING PERMITTING																		
FINANCING					-													
LAND TRANSFER / SALE								· · · · · · · · · · · · · · · · · · ·										
CORE & SHELL CONSTRUCTION																		
TI / FINISH CONSTRUCTION FF&E																		
BLOCK 79																		
SCHEMATIC DESIGN																		
DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS																		
DESIGN REVIEW	1											1.						
PLANNING & ZONING PERMITTING																		
FINANCING																		
LAND TRANSFER / SALE									·····	-								
SITE PREP / DEMO																		
PODIUM CONSTRUCTION HOUSING CONSTRUCTION																		
MARKETING / LEASING																		
BLOCK 78																		
SCHEMATIC DESIGN DESIGN DEVELOPMENT																		
CONSTRUCTION DOCUMENTS																		
DESIGN REVIEW												·						
PLANNING & ZONING PERMITTING																		
FINANCING																-		
LAND TRANSFER / SALE										-								
CORE & SHELL CONSTRUCTION															-			
TI / FINISH CONSTRUCTION FF&E																		

The overall schedule maybe accelerated but based on experience and information received, the timeline included is appropriate for the proposed project.

	2026				2027	
Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2
			•••••••••••••••••••••••••••••••••••••••			
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BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT DRAWINGS



GROW OUR HOUSING

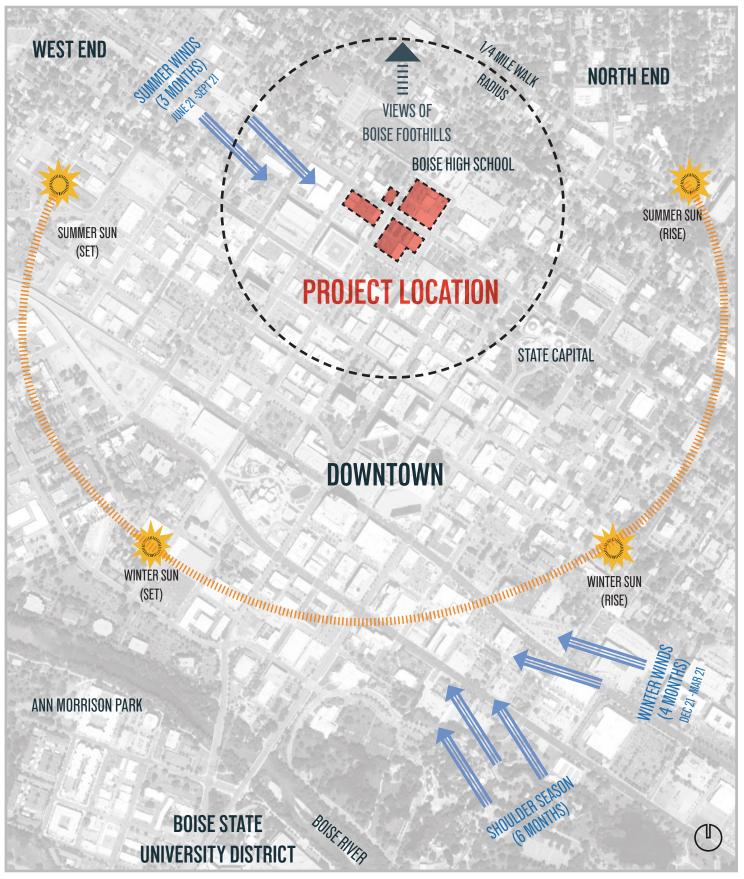
(11)



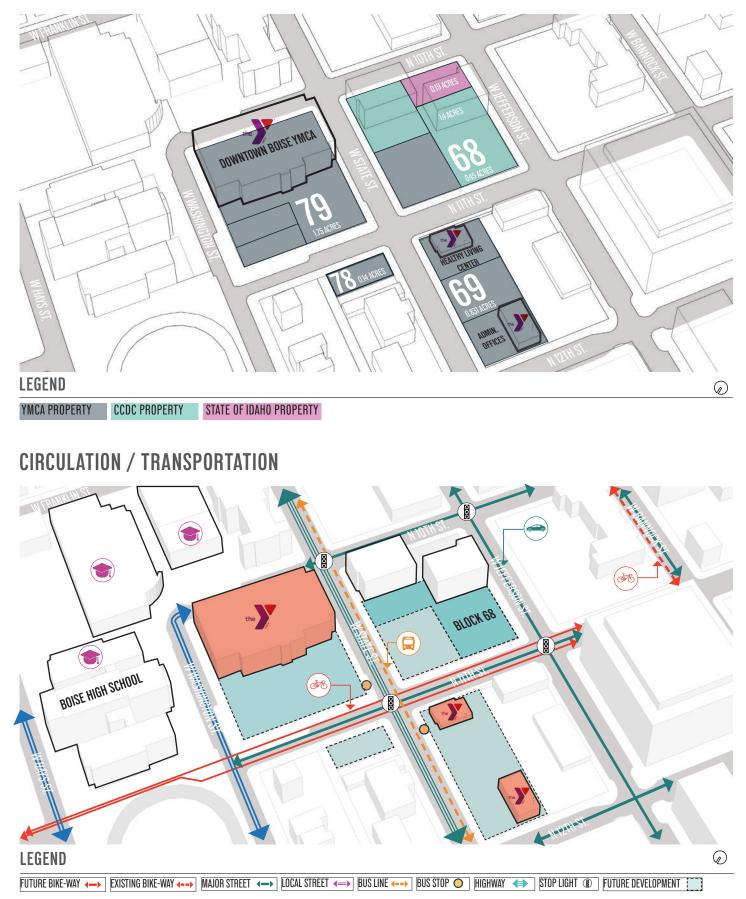
NEIGHBORHOOD FEATURES:

- 1. Boise High School
- 2. First Presbyterian Church
- 3. Hyatt Place
- 4. 10 Barrel Brewing
- 5. Yen Ching Restaurant
- 6. First Interstate Bank
- 7. Boise Cascade Company
- 8. Idaho State Insurance Fund
- 9. 1150 State St Plaza
- 10. MCU Sports
- 11. Lock Stock & Barrel
- 12. High School Track & Field

GROW OUR HOUSING SITE ANALYSIS



CURRENT PARCEL OWNERSHIP



GROW OUR HOUSING PROPOSED MASTERPLAN, MASSING, AND PROGRAM



BLOCK 68

98,196 GSF

14,078 SF

158 Stalls 180 Stalls

131 Stalls

BLOCK 69

45 Stalls

10,185 GSF Retail

155

65

MOBILITY HUB

230

VISIONARY OUTCOME

155 Units	Affordable Housing
<u>471 Units</u>	<u>Market-Rate Housing</u>
626 Units	Total Housing
724 Stalls	Parking
18,287 GSF	Retail
98,196 GSF	YMCA Family Facility
26,223 GSF	Health/Education
14,331 GSF	Creative Office Space
14,078 GSF	Child Development
296,407 GSF	Parking Square Footage
921,469 GSF	Development Square Footage

LEGEND PARKING

SERVICE

OFFICE/EDUCATION YMCA

Parking

Market-Rate Units

Child Development

Mobility Hub

YMCA Parking

Housing Parking

Affordable Units

Market Rate Units

YMCA

BLOCK 78 14,331 GSF Creative Office 2,547 GSF Retail BLOCK 79 176 Market-Rate Units 26,223 SF Health/Education 8,102 SF Retail 88 Stalls Housing Parking Commercial Parking 122 Stalls

BIKE STORAGE

RETAIL

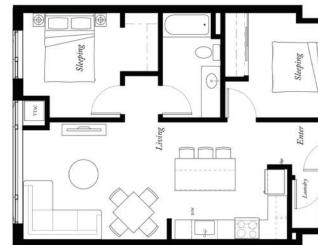
TYPICAL UNITS & FINISHES



STUDIO | 550 SF MIN 278 UNITS TOTAL



1 BEDROOM | 650 SF MIN 247 UNITS TOTAL



2 BEDROOM | 850 SF MIN 101 UNITS TOTAL

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RESIDENTIAL



KITCHEN



LIVING









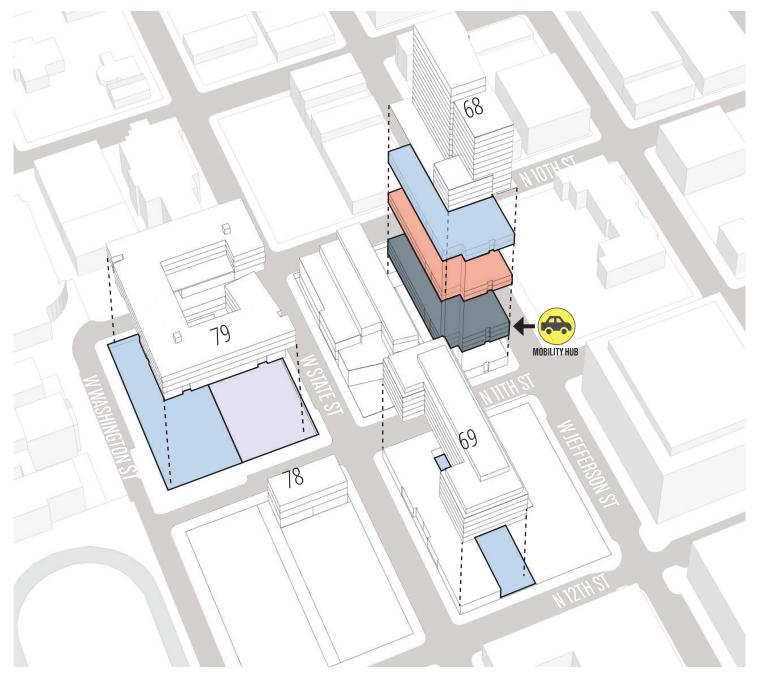


AMENITY

MOBILITY



MOBILITY PARKING DISTRIBUTION



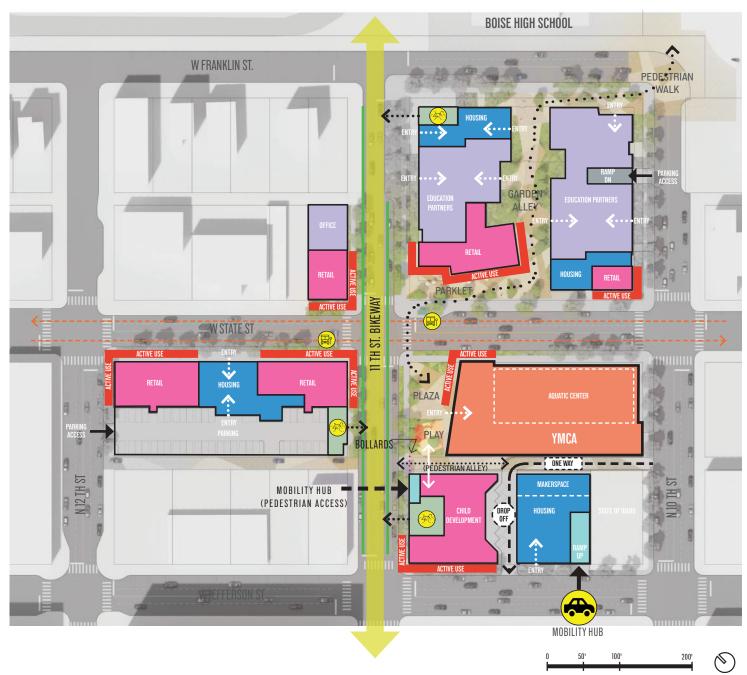
VISIONARY OUTCOME

724 Stalls Total Parking BLOCK 68 BLOCK 69 BL 180 Stalls Housing 45 Stalls Parking 0 158 Stalls ParkBOI 131 Stalls YMCA

BLOCK 78 0 Stalls Parking

BLOCK 79 88 Stalls Housing 122 Stalls Commercial

SITE FLOW & CONNECTION



NEIGHBORHOOD BIKE AMENITIES



LEGEND

MOBILITY HUB PARKING YMCA PARKING RESIDENTIAL PARKING COMMERCIAL PARKING

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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN VISION

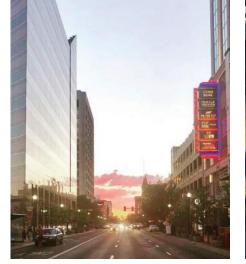








EMBRACE DENSITY AND PROVIDE FOR ACTIVITIES CONDUCIVE TO A COMPACT MIXED-USE DOWNTOWN















ACTIVATE THE STREETS BY PROVIDING ACTIVE GROUND-FLOOR USES, FURNISHINGS, AND OTHER ENGAGING ELEMENTS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN ASPIRATIONAL IMAGERY



EXCEPTIONAL BUILT **ENVIRONMENT** THAT **CONTRIBUTES TO** THE AUTHENTIC **NEIGHBORHOOD** FABRIC

















ASPIRATIONAL ARCHITECTURE THAT **INTEGRATES** GREEN **ARCHITECTURE FEATURES AND SYSTEMS**



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN PRIORITIES & BUILDING MASSING





PRIORITY 1

BLOCK 68 - SOUTH

230 Units	Market Rate Units
14,078 SF	Child Development
158 Stalls	Mobility Hub
311 Stalls	Additional Parking
30 Stalls	Bike Parking

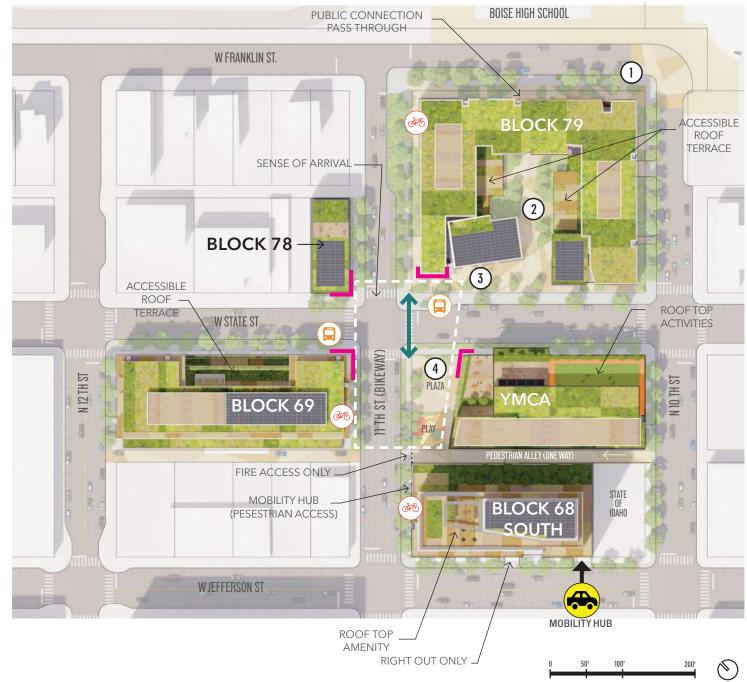
BLOCK 69

155 Units Affordable Housing 65 Units Market-Rate Housing 10,185 GSF Retail 45 Stalls Parking 31 Stalls Bike Parking

PRIORITY 2

BLOCK 68 - NORTH 98,196 GSF YMCA 21,416 SF Plaza

SITE LAYOUT



BLOCK 78 14,331 GSF Office Space 2,547 GSF Retail

BLOCK 79

PRIORITY 3

 \bigcirc

Market-Rate Units 176 Units 26,223 GSF Health/Education 8,102 GSF Retail 210 Stalls Parking 45 Stalls Bike Parking

MASTERPLAN





PEDESTRIAN WALK (1)

GARDEN ALLEY



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN FACADE DESIGN AND FINISHES







FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

MATERIAL PALETTE BLOCK 68



Mutual Materials: Face Brick Style: Pewter - Mission Size: Norman Pattern: Stack Bond



Mutual Materials: Face Brick Style: Midnight Sky - Mission Size: Norman Pattern: Stack Bond





Aluminum Window Wall

MATERIAL PALETTE BLOCK 69





Mutual Materials: Face Brick Style: Forest Blend- Mission Size: Norman Pattern: Stack Bond Mutual Materials: Face Brick Style: Midnight Sky - Mission Size: Norman Pattern: Stack Bond

MATERIAL PALETTE BLOCK 79





Mutual Materials: Face Brick Style: Medierranean - Mission Size: Norman Pattern: Running Bond Metal Panel: Morin Style: W-12 panel Color: Redwood Pattern: Vertical





Metal Panel: Skyline Style: Skycore Color: Silversmith Pattern: Composite, dry joint





Glass guard rail



Metal Panel: Metal Craft Style: Architectural perforated metal screen wall Color: Silversmith



Transparent Storefronts





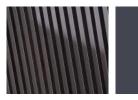
Vinyl Windows: VPI Style: Black



Fiber Cement Planks: Oko Skin Color: Oak Pattern: Exterior Fasteners



Accent: Wood Cladding Species: Accoya Pattern: Vertical, open joint

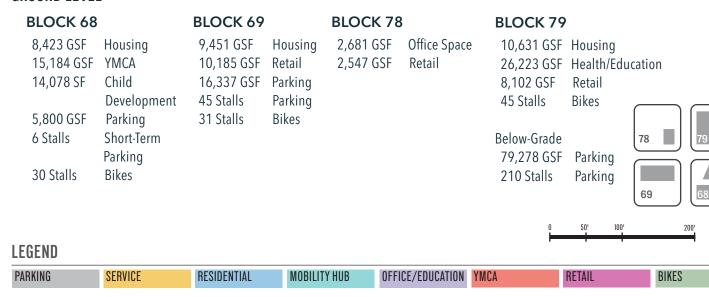


Metal Panel: Morin Style: Box Rib Color: Blue Gray Pattern: Vertical

URBAN DEVELOPMENT & ARCHITECTURAL DESIGN FLOOR PLANS | GROUND LEVEL



GROUND LEVEL



FLOOR PLANS | LEVEL 2



LEVEL 2

 $\langle \mathbf{r} \rangle$

BLOCK 68 - SOUTH

BLOCK 69

27,870 SF Parking Area 55 Stalls Parking

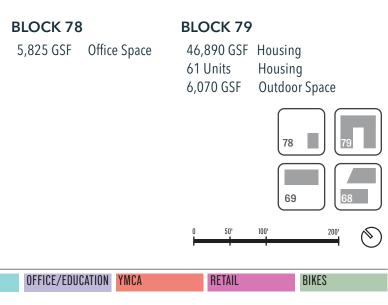
27,265 GSF Housing 35 Units Housing 8,515 GSF Outdoor Space

BLOCK 68 - NORTH 15,184 GSF YMCA



LEGEND PARKING SERVICE MOBILITY HUB RESIDENTIAL

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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN FLOOR PLANS | LEVELS 3-4



LEVELS 3-4

LEGEND

PARKING

BLOCK 68 - SOUTH 27,870 SF Parking Area 68 Stalls Parking **BLOCK 68 - NORTH** 19,887 GSF YMCA

SERVICE

BLOCK 69 27,265 GSF Housing 37 Units Housing per Floor

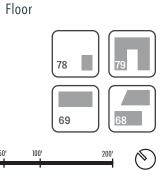
BLOCK 78 5,825 GSF Office Space

MOBILITY HUB

OFFICE/EDUCATION YMCA

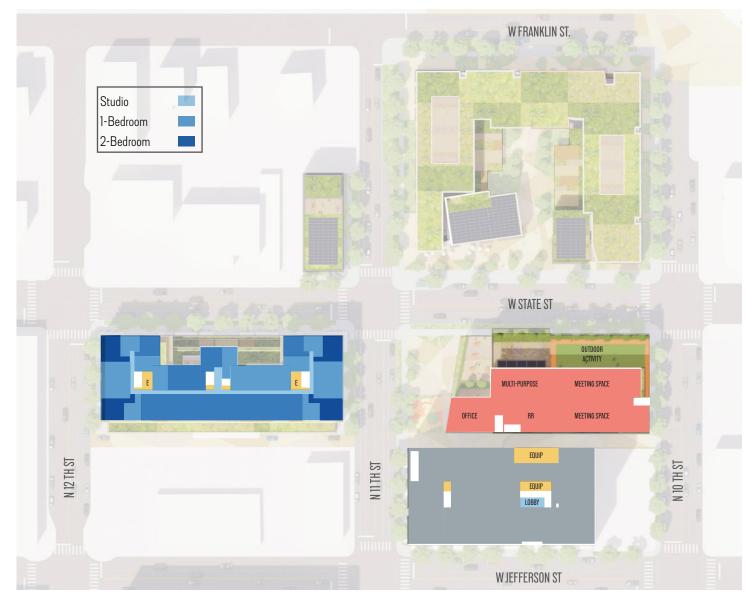
BLOCK 79 46,890 GSF Housing 61 Units Housing per

RETAIL



BIKES

FLOOR PLANS | LEVELS 5-8



LEVELS 5-8

BLOCK 68 - SOUTH 27,870 SF Parking Area 68 Stalls Parking per Floor

BLOCK 69

27,265 GSF Housing 37 Units Housing per Floor

BLOCK 68 - NORTH 17,397 GSF YMCA 11,572 GSF Outdoor Space

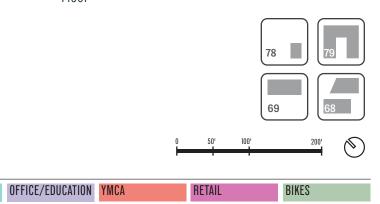
LEGEND PARKING SERVICE MOBILITY HUB RESIDENTIAL

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RESIDENTIAL

BLOCK 79

42,165 GSF	Housing
54 Units	Housing per
	Floor



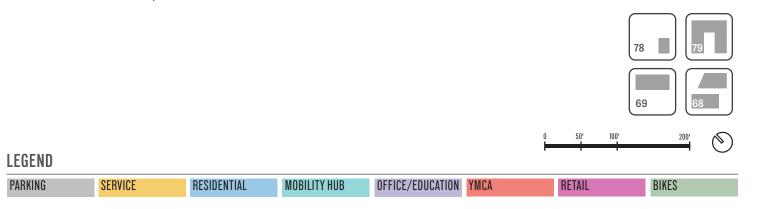
URBAN DEVELOPMENT & ARCHITECTURAL DESIGN FLOOR PLANS | LEVELS 9-12



LEVELS 9-12

BLOCK 68 - SOUTH

18,366 GSF	Housing
24 Units	Housing per Floor
9,702 GSF	Outdoor Space



FLOOR PLANS | LEVEL 13

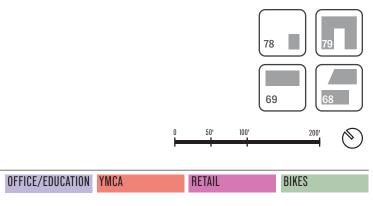


LEVEL 13

BLOCK B - SOUTH

15,602 GSFHousing18 UnitsHousing per Floor2,488 GSFOutdoor Space

L	EGEND			
P	ARKING	SERVICE	RESIDENTIAL	MOBILITY HUB



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN FLOOR PLANS | LEVELS 14-19

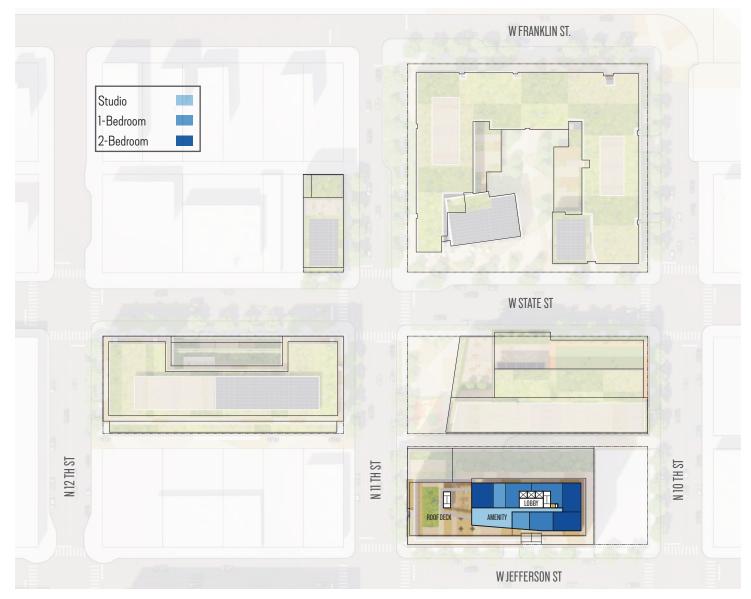


LEVELS 14-19

BLOCK 68 - SOUTH 15,602 GSF Housing 18 Units Housing per Floor



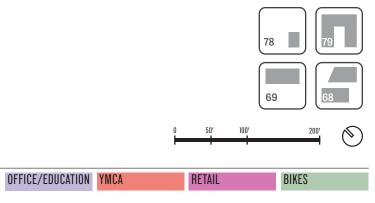
FLOOR PLANS | LEVEL 20



LEVEL 20

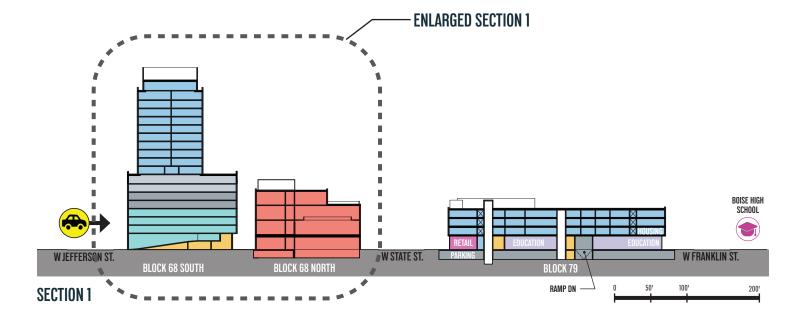
BLOCK 68 - SOUTH9,879 GSFHousing8 UnitsHousing per Floor7,269 GSFOutdoor Space

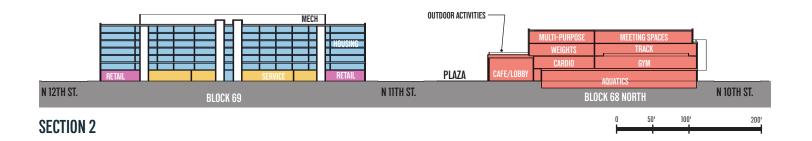
LEGEND			
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB

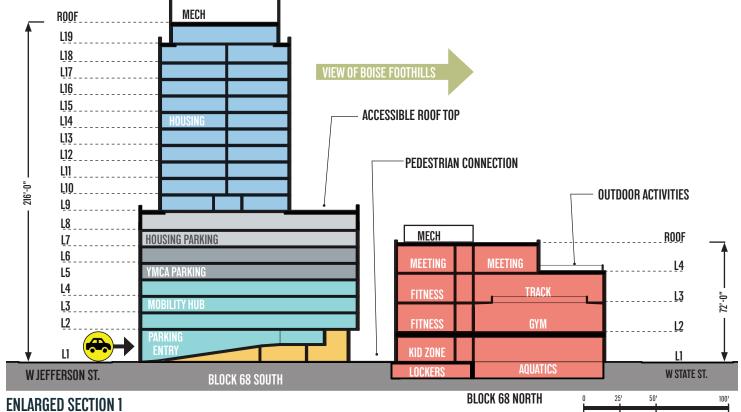


URBAN DEVELOPMENT & ARCHITECTURAL DESIGN SECTIONS

ENLARGED SECTION 1 - BLOCK 68











PARKING OFFICE/EDUCATION YMCA RETAIL BIKES SERVICE RESIDENTIAL **MOBILITY HUB**

OFFICE/EDUCATION YMCA

RETAIL

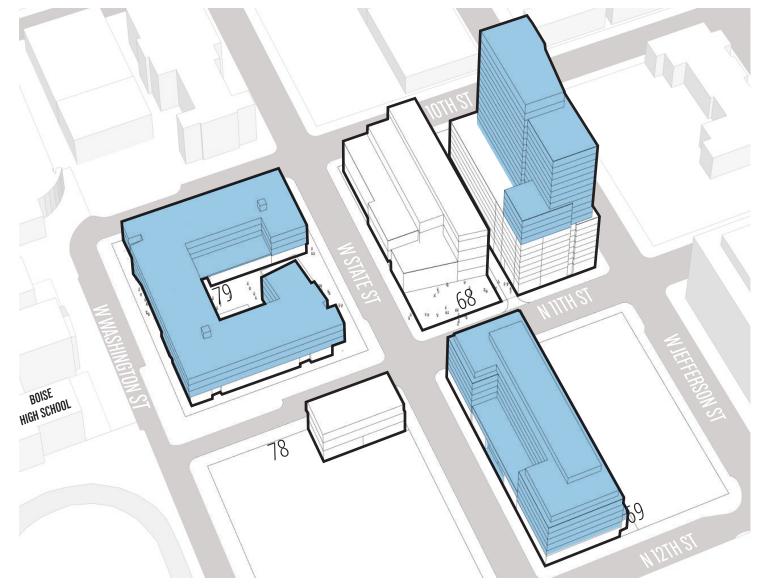
BIKES

ECONOMIC DEVELOPMENT





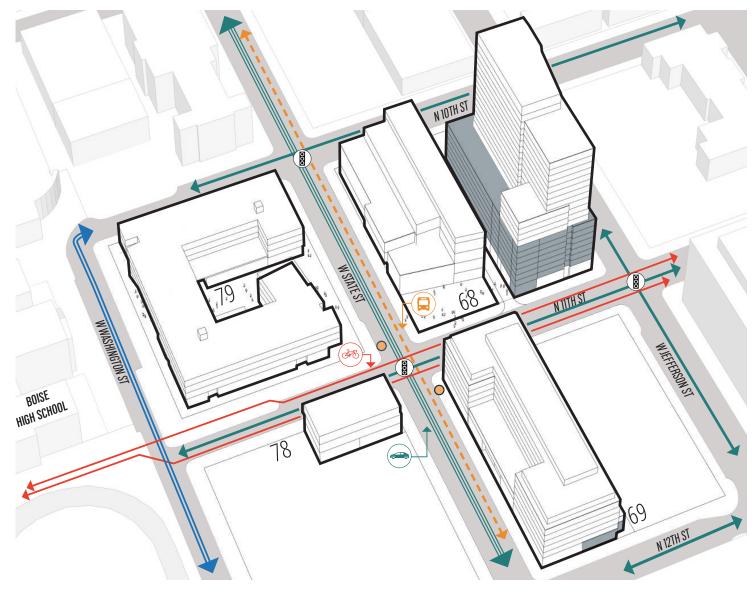
ECONOMIC DEVELOPMENT HOUSING



HOUSING

Our proposal includes over 450 residential units on Block 68 South and Block 69. This is far in excess of the Minimum Expectation of 225 residential units and includes the minimum units at or below both 80% AMI and 120% AMI. Providing units at or below 120% AMI is possible through the parking within the structured parking and discounted land and funding for public improvements on both Block 68 South and Block 69. Funds provided through the public-private partnership will allow rental prices to stay at proposed levels for a 15-year benefit to the residents. The additional units on Block 79 may be at or below 60% AMI or a mix of AMI levels if Low Income Housing Tax Credits (LIHTC) are received, further deepening the affordability of Downtown Boise.

TRANSPORTATION & PARKING



TRANSPORTATION & PARKING

Providing ease of access to and from the proposed project will help activate all areas of the project. Focusing on the efforts already planned for the 11th Street Bikeway, the development plan adds both bike and pedestrian access in and around all blocks.

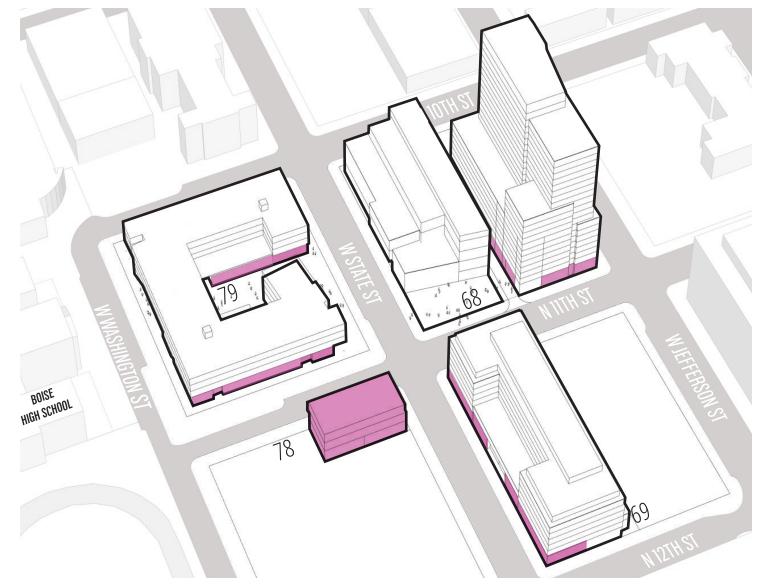
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development team understands there will be overlap in demands and recommends a district parking analysis to ensure the highest and best use of the parking facility. The \$10 million of ParkBOI funds will be mirrored with other funds to pay for parking for the YMCA and housing uses.

LEGEND							
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES



BIKES

ECONOMIC DEVELOPMENT COMMERCIAL SPACES



COMMERCIAL SPACES

Retail, healthcare/medical clinic, childcare, and support located within Block 68 South and Block 69 do not include any parking. These spaces are possible due to the proposed ParkBOI spaces included with Block 68 South. The proposed parking will also facilitate catalytic development of the new downtown Boise YMCA on Block 68 North, creative office/not-for-profit hub on Block 78, and education/healthcare/medical/retail on block 79. Successful commercial space is also supported by the surrounding uses, including residential (over 600 units) and public use/attractions (new downtown Boise YMCA).

COMPLETE PROGRAM



COMPLETE PROGRAM

Through the incentives provided by CCDC and outlined in the Block 68 RFP, the total investment in Block 68 South and Block 69 is \$180.6 million. Of the total investment, the public component is \$20.5 million, which **yields an 8:1 private to public ratio**. Including the proposed catalytic projects, the total investment is over \$320 million with a public investment of \$26.5 million or an **11:1 private to public ratio**.

LEGEND								LEGEND			
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES	PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB

BIKES

ECONOMIC DEVELOPMENT **PROPOSED PROJECTS**

	BLOCK 69	BLOCK 68 - SOUTH	TOTAL PROPOSED
	Housing, Retail	Housing, Retail/Child Development, Parking	Housing, Retail/Child Development, Parking
Gross Square Feet	199,500	415,219	614,719
Square Footage By Use			
Residential	173,000	200,219	373,219
Est No. of Units	220	230	450
Est Ave AMI	119%	131%	125%
Est Ave Rent	1,550-2,000/mo	1,695-2,175/mo	1,550-2,175/mo
Office / Commercial	0	0	0
Est No of Units	0	0	0
Retail / Restaurant	10,200	14,100	24,300
Parking	16,300	200,900	217,200
On Grade	45	4	49
Below Grade	0	0	0
Structured	0	465	465
For Residential	45	180	225
Parking: Res.Unit	0.20:1	0.78:1	0.50:1
For Other	0	285	285
Other	0	0	0
Estimated Cost			
Total Project Cost	62,204,000	118,388,000	180,592,000
Public Investment	4,172,000	16,360,000	20,532,000
Private Investment	58,032,000	102,028,000	160,060,000
Private:Public Ratio	14:1	6:1	8:1

CATALYTIC PROJECTS

	BLOCK 68 - NORTH	BLOCK 79	BLOCK 78	TOTAL CATALYTIC
	Downtown Boise YMCA	Housing, Retail, Education,	Creative Office/not-for-profit	YMCA, Housing, Retail, Education,
		Medical	hub, retail	Medical, Office
Gross Square Feet	98,000	271,000	16,800	385,800
Square Footage By Use				
Residential	0	151,300	0	151,300
Est No. of Units	n/a	183	n/a	183
Est Ave AMI	n/a	TBD	n/a	0%
Est Ave Rent	n/a	TBD	n/a	0
Office / Commercial	3,500	26,250	14,300	44,050
Est No of Units	n/a	TBD	TBD	0
Retail / Restaurant	0	8,100	2,500	10,600
Parking	0	79,300	0	79,300
On Grade	0	0	0	0
Below Grade	0	210	0	210
Structured	0	0	0	0
For Residential	0	90	0	90
Parking: Res.Unit	n/a	0.50:1	n/a	0.50:1
For Other	0	0	0	0
Other	94,500	0	0	94,500
ESTIMATED COSTS				
Total Project Cost	45,000,000	86,736,000	7,000,000	138,736,000
Public Investment	1,950,000	3,400,000	650,000	6,000,000
Private Investment	43,050,000	83,336,000	6,350,000	132,736,000
Private:Public Ratio	22:1	24:1	10:1	22:1

The total proposed project, including the Catalytic Projects, would provide over one million square feet of new development with a total estimated investment of approximately \$320 million.

This includes over 500 thousand square feet of new residential space that provides over 620 new residential units. It will also provide over 80 thousand square feet of office/medical/educational/retail space, which would bring in additional employment. With an estimated public investment of \$26.5 million the private investment of \$292.8 million, or a ratio of 11:1 private investment to public investment.

COMMUNITY ENGAGEMENT

As our community has grown and evolved the expectations of the community have changed as well. It is crucial to the long-term success of this multi-faceted project that the selected team is capable of truly hearing the community, the members, the volunteers, and the staff in order to realize their feedback and translate it into a design that can stand the test of time.

We've outlined a stakeholder engagement process that is already underway to ensure we recommend the best team for this project. We will continue to gather feedback on everything from programming, to design features, to community partnerships throughout the course of the project. This robust feedback effort will allow the CCDC to be fully integrated with the project team from the first day through the completion of construction and beyond. It will also ensure that the master plan and the final project design are precisely what the CCDC and key community stakeholders envision



Ask stakeholders value-based questions

Define diverse list of Ask stakeholders idea stakeholders with CCDC guidance

and vision-based questions

STAKEHOLDER ENGAGEMENT STRATEGY

The Stakeholder Engagement Strategy is outlined on the next page with additional details. These recommendations are our preliminary thoughts and will be edited and elaborated on with involvement from the CCDC after the developer selection decision. Engagement with stakeholders will be community-focused and organized with the help of our team in order to ensure stakeholder feedback is integrated into the project in a meaningful manner.

We have started an initial engagement process with local stakeholders to get some early feedback on the project and their interest in being involved. Please see the letters of support in EXHIBIT A and please see below for a list of some of the groups we have been talking to:

- Academic NV
- Ada County Highway District (ACHD)
- Boise School District
- Boise State University
- CATCH
- City of Boise & Our Path Home Administrators
- College of Idaho
- College of Western Idaho
- Create Common Good

Ask stakeholders for tangible wants and needs

Ask stakeholders for feedback on specific elements

Understanding Collect final tweaks prior to permitting

Promote the project and the community and partners who built it

- Idaho Food Bank
- JA and Kathryn Albertsons Foundation
- Life's Kitchen
- Micron
- Saint Alphonsus Health System
- Simplot
- St. Luke's Regional Medical Center
- United Way of Treasure Valley
- XL Charter Schools

ECONOMIC DEVELOPMENT STAKEHOLDER ENGAGEMENT STRATEGY

	PROJECT PHASE	Pre-Proposal: Concepting	Post-Award/ Pre-Design/ Programming	Schematic Design	Design Plan Development	Construction Documents + Building Permits	Implementation / Construction
	DATES	Fall 2021	Winter2021	Winter2021 Spring/ Summer 2021		2023	2024-Project Coordination
CCC CAPITAL CITY DC DEVELOPMENT CORP DESCRIPTION OF STAKEHOLDER ENGAGEMENT STRATEGY STAKEHOLDERS*		PHASE 1: "Gain Understanding" Ask stakeholders value-based questions; outreach is 100% feedback-gathering/ listening; tactics may include meeting one-on-one for visioning, informal surveying	PHASE 2: "Build a Vision" Ask stakeholders vision-based questions; outreach is 100% feedback-gathering/ listening; tactics may include one- one interviews for subcontractor selection, recruiting a long-term advisory group, formal surveying, meeting one-on-one for visioning	"React to / Elaborate on Concepts" Ask stakeholders for feedback on <i>tangible</i> <i>wants/needs</i> ; outreach is 75% feedback- gathering/25% education on preliminary concept; tactics may include open houses w/ visuals, select focus groups, formal surveying, one-one-one meetings,	PHASE 4: "Fine Tune" Ask stakeholders for feedback on <i>specific elements</i> ; outreach is 50% feedback- gathering/50% education this phase is highly collaborative; tactics may include one-one-one meetings, advisory committee meetings, individualized presentations, etc.	PHASE 5: "Ensure Project Understanding" - Final tweaks, primarily for permitting; outreach is 100% feedback gathering; tactics may include additional surveying if needed; meetings one-on-one with decision makers	PHASE 6: "Promote" Storytelling phase, promote the project and the community that built it; outreach is 100% public education; tactics may include media announcements, social media for CCDC and project, YMCA and partners, hardhat tours, groundbreaking ceremony events, etc.
	CCDC Commissioners	Х	Х	X	X	Х	
CCDC	City of Boise	X	X	X	X	X	
	YMCA Staff	Х	Х	Х		Х	Х
	YMCA Board of Directors	Х	Х	Х	Х	Х	Х
	YMCA Executive Leadership	Х	Х	Х	Х		Х
Family YMCA	YMCA Donors	X	Х	Х	Х		X
	YMCA Members	X	Х	Х	Х		Х
	Thrive Advisory Committee	_		X			Х
Transportation	Valley Regional Transit		Х	X			
Transportation Related	Idaho Transportation Department Boise Bicycle Project		Х	Х			
Related	ACHD		× ×	× ×			
	Boise Valley Economic Partnership		X	X			X
Economic	Ada County Housing Authority		X	X	Х		X
Development +	САТСН		Х	Х	Х		Х
Housing	Idaho Commerce		Х				Х
	Boise School District		Х	Х			Х
Proximal	The Presbytery of Boise		Х	Х			Х
Businesses +	Idaho Sporting Goods		Х	Х			Х
Homeowners	North End Neighborhood Association		Х	Х			Х
	Cathedral of the Rockies		Х	Х			Х
General Public	Local/ Regional Media			Х			Х
	Consortium of Idahoans with Disabilities		Х				Х
	Challenged Athletes Foundation		Х				X
	Boise Pride Foundation		Х				X
	Wassmuth Center for Human Rights		Х				X
Other Non-Profits	Charitable Assistance to Community's Homeless		Х				X
	Interfaith Sanctuary		Х				Х
	Idaho Office for Refugees		Х				X
	Women and Children's Alliance		Х				X
	Jannus		Х				Х
	Idaho Association for the Education of Young Children		Х				Х
	El-Ada Community Action Partnership		Х				Х
Quasi-	Idaho Commission on Hispanic Affairs		Х				Х
	College of Western Idaho	_	X				X
	St. Luke's Health System		X				X
Potential Partners	JA & Kathryn Albertson Foundation		X				X
	Saint Al's Health System		Х	L	L		Х

* Stakeholders listed are not exhaustive, this is simply a recommendation and would be built upon / modified with input and direction from CCDC.

SUSTAINABILITY





SUSTAINABILITY CLIMATIC EVALUATION

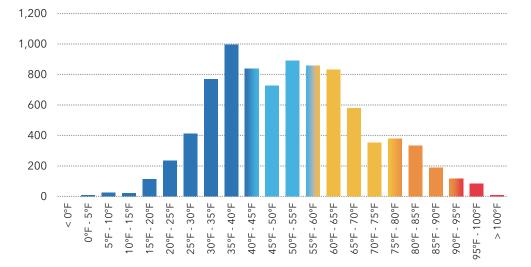
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team's extensive experience with proven sustainable design, coupled with thoughtful analysis and concept testing to make sure the development meets and exceeds all of the project's performance goals.

Some of the ways this will be accomplished is by strategically evaluating numerous concepts and measures that are intended to enhance comfort, occupant health and well-being while cost effectively reducing embodied carbon, energy and water use well beyond standard practice. For example, understanding local sun, solar and wind patterns can be leveraged in a way to capture natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



TEMPERATURE

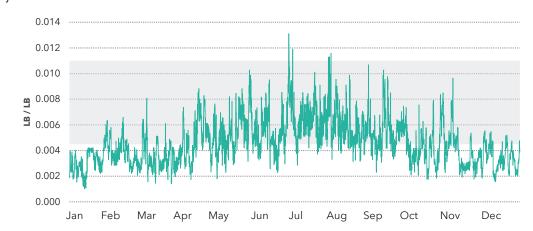
Boise's climate spans from very cold days in the winter to many hours of high temperatures in the summer. The wide range makes careful design of a building's envelope an essential design component of energy efficient design.





HUMIDITY

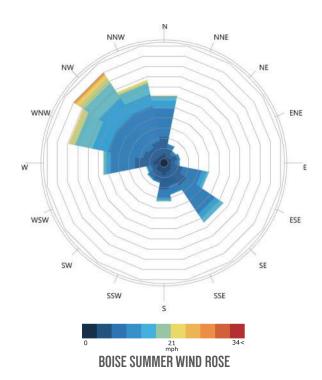
Humidity levels vary from very low in the winter months to comfortable levels in the summer. The overall low humidity points toward efficient use of air-side economizers for pool dehumidification, and high effectiveness of evaporation for heat rejections.





WIND RESOURCE

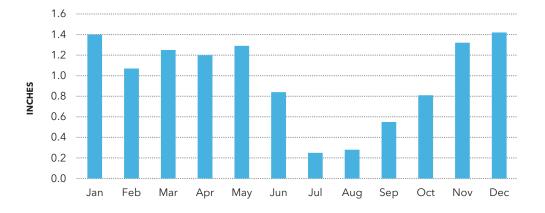
The benefits of using wind to assist with building cooling and providing a healthy indoor environment have been used for millennia especially in arid climates. Understanding historic wind patterns, frequency and temperatures is an important aspect to climatic responsive designing. Boise wind patterns are a prevailing wind summer wind from West to North-northwest. This tends to occur along with hot outside temperatures. Fall winds are from the Southeast, and coincide more with Free-Cooling hours.

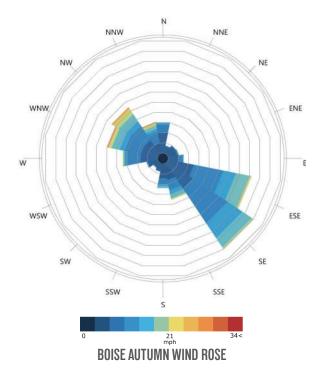




RAINFALL

Boise is a desert climate with less than 12" of rain in an average year. The summer season is especially dry. Rainfall capture will be of limited effectiveness. Greywater recycling could be utilized as a means of water use conservation instead.





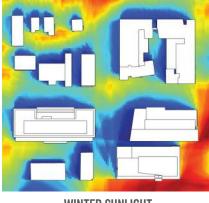
SUSTAINABILITY CLIMATIC DATA

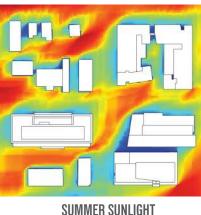


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PASSIVE COMFORT

Buildings in the development will create areas of shade and sun. We will leverage the BIM models and climate date to understand local sun and wind patterns to maximize natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



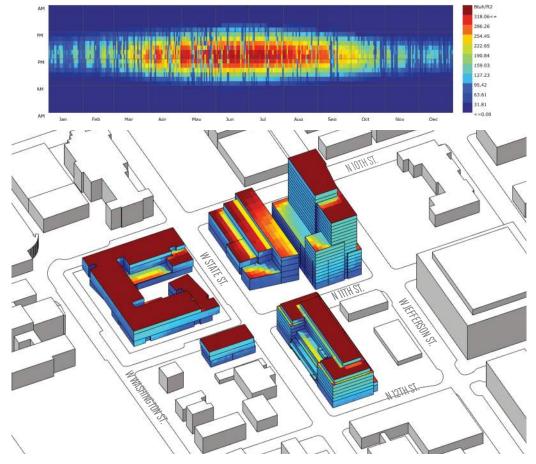


WINTER SUNLIGHT

SOLAR INCOME

The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various times of the year.

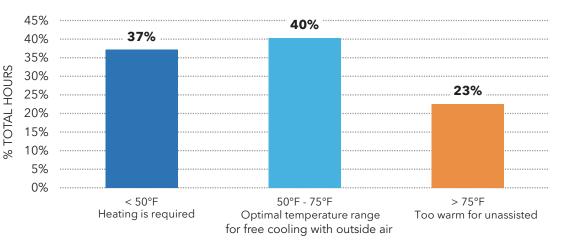
HORIZONTAL GLOBAL SOLAR RADIATION - ANNUAL HEAT MAP





NATURAL VENTILATION

While about 40% of hours are within a range optimal for free-cooling with outside air, there are also high numbers of hours above and below this range. Dedicated outside air systems and ventilation heat recovery are effective strategies.



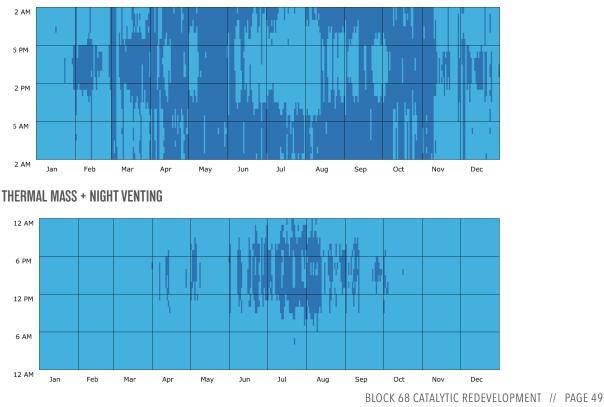


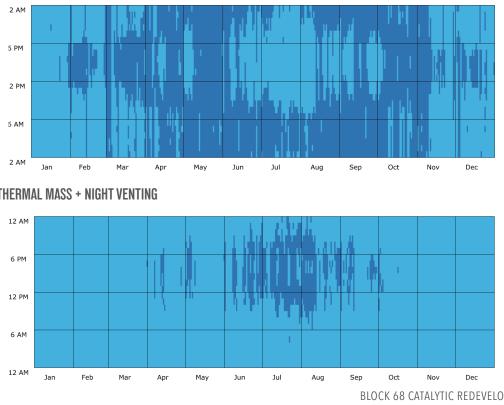
PASSIVE THERMAL STRATEGIES

environment, and hit the budget.

As an example, the charts below illustrate times of the year when the conditions are right for passive solar heating and cooling (dark blue indicates passive opportunities). Passive heating and cooling can provide an energy-use benefit, and a potential first-cost offset, because major equipment such as cooling towers, chillers, or ever geothermal heat exchangers and pumps may be smaller (and less expensive) because loads were reduced through smart passive strategies.

PASSIVE SOLAR HEATING





Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior

VISIONARY SUSTAINABILITY OUTCOMES **ENERGY STRATEGIES**



CENTRALIZED CAMPUS SYSTEMS

Centralizing the campus utilities could allow for more effcient use of the hot geothermal water available for the city of Boise. The geothermal hot water is delivered at 170 Deg F and is paid for by the gallon at a rate of \$0.3485/100 gallons. To maximize the energy pulled from the water, and minimize energy cost, it should be sent back as cold as possible.

By creating a system with multiple stages of reduced temperatures through heating water heat exchangers, domestic water heat exchangers, and fnally a pool water heat exchanger, the cost of the geothermal energy can be reduced to less than the equivalent cost of gas.

An additional concept to further drive energy cost down is to use the return collection water, which is typically about 120 Deg F. The collection water is available at about \$0.14/100 gallons. At 120 Deg F, it may be suffcient for radiant heating, and pool water heating. Domestic hot water, and ventilation heating may require the higher temperature source.

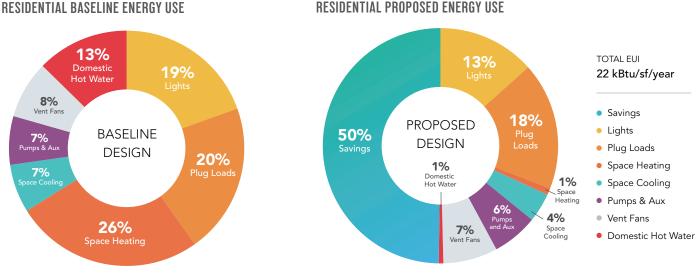
During design, we will investigate all options for connecting to the renewable geothermal energy to optimize up-front costs, operating costs, maintenance, and emissions. Phasing the system and right-of-way crossings will be addressed to develop a strategy for the full campus buildout.

END USE ENERGY EFFICIENCY TARGETS

We will implement energy effciency strategies including best-in-class and best-value lighting system design, daylight harvesting, high performance envelope design, heat recovery, geothermal, and campus connections to target an overall 80% reduction in greenhouse gas emissions and design the projects to be in-line with the current Architecture 2030 targets, and the NBI performance targets from Appendix 23.

An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

The current carbon intensity of electricity from Idaho Power is about 0.804 lbs CO2/kWh. However, the City of Boise has committed to 100% Renewable Energy within the city by 2035. Thus, by electrifying the development today, it sets up the buildings for continuing reduction in operating emissions, and zero emissions by 2035 if the Boise Renewable Energy plan is fulfiled



ENERGY BENCHMARKING

Appendix 23 of the RFP sets energy benchmarks based on an NBI analysis of performance targets by climate zone. For the projects high-rise residential buildings, the target is 29 kBTU/sf/yr, and mid-rise would be 23 kBTU/sf/yr. Space heating and Domestic Hot Water are anticipated to be a large percentage of the energy use - and addressable by harvesting the City's geothermal source. With reductions in lighting, pumps and fans, and efficient equipment selection, the team feels an EUI between 23 and 29 kBTU/sf/yr is feasible for both high- and mid-rise housing.

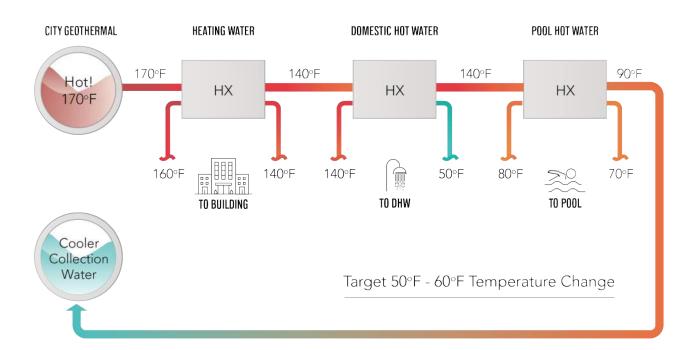
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

RESIDENTIAL PROPOSED ENERGY USE

VISIONARY SUSTAINABILITY OUTCOMES GEOTHERMAL & WATER STRATAGIES

GEOTHERMAL

The city of Boise has been using geothermal heat from the nearby foothills for over a century. This unique resource is available and has a capacity to serve the proposed development. Used efficiently the hot geothermal water can nearly eliminate the projects GHG emissions for space heating, domestic hot water, and pool heating.

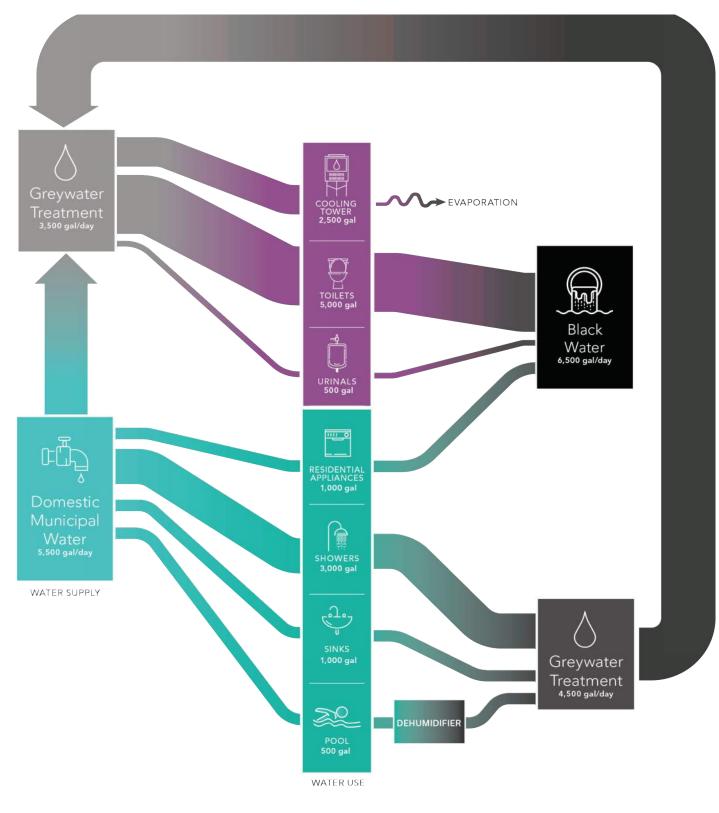


WATER USE

With only 11" of rainfall each year, water is a critical resource in Boise. Reusing greywater and condensate water in flush fixtures could reduce water use by nearly 30%. Low flow fixtures and appliances can further reduce the demand for potable water.

The diagram to the right illustrates a potential water-reuse concept to reduce water use by about 40% through greywater recycling alone. Greywater recycling is made much more efficient by creation of the central campus and taking advantage of the greywater produced in all buildings and centralizing the operations and maintenance of the system. As water continues to become a more critical resource, the value of water recycling through greywater harvesting increases.

Stormwater may still be detained as part of a green stormwater infrastructure design. If, as the project details are developed, the greywater system is found to not produce sufficient water for 100% of toilet flushing and cooling tower makeup, rainwater harvesting as part of the green stormwater strategy is an option to supplement the water-source.



6 Development Program Form REQUIRED WITH SUBMITTAL

APPENDIX 6 DEVELOPMENT PROGRAM FORM (REQUIRED WITH SUBMITTAL)

RFP: BLOCK 68 CATALYTIC DEVELOPMENT

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Note: Add columns for additional buildings as necessary		1		_
ltem	Proposal Total	Building 1 (Residential Tower)	Building 2 (Parking/Mobility)	
Address		421 N. 10th St.	1010 W. Jefferson St.	
Residential Units Count (total)	239	<u>239</u>	<u>0</u>	
Studio	93	93	0	
1 Bedroom	99	99	0	
2 Bedroom	47	47	0	
Average Residential Units Square Feet (total)	695	695	0	
Average SF for Studios	580	580	0	_
Average SF for 1BDs	650	650	0	_
Average SF for 2BDs	1,015	1,015	0	
Average AMI Level (total)	113%	113%	0%	_
AMI Average for Studios	114%	114%	0%	
AMI Average for 1BDs	107%	107%	0%	_
AMI Average for 2BDs	123%	123%	0%	
Residential Unit Pricing average	\$1,653	\$1,653	0%	
Studio	\$1,494	\$1,494	0%	_
1 Bedroom	\$1,605	\$1,605	0%	_
2 Bedroom	\$2,071	\$2,071	0%	
On-Site Parking Stall Count and Ratio	431	0	431	_
On-Site Parking Ratio (Residential Units to Parking Stalls)	0	0	N/A	
Off-Site Parking Stall Count	0	0	0	
Square Footage By Use	379,370	203,345	176,025	
Residential	217,425	217,425	0	
Office / Commercial	10,800	3,300	7,500	
Retail / Restaurant	10,000	5,500	7,500	
Parking	166,475	0	166,475	
Other	2,050	0	2,050	Bicycle Facilties
Targeted Uses (i.e. programming related to medical, food, community, or family services)	restaurant, retail, office	restaurant, retail, office	restaurant, retail, office	
Development Costs per Unit		\$303,826	\$38,962	per space, \$27,732 excluding land
Total Development Costs	\$89,718,957	\$72,614,425	\$17,104,532	_
Construction Completion	9/1/2024	9/1/2024	9/1/2023	-
Requested CCDC Financial Participation	\$20,892,164	\$10,892,164	\$10,000,000	1
Land		TBD		1
Streetscapes		TBD		1
Utilities		TBD		1
Public Parking Facility (if applicable)			\$10,000,000	1

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BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT

07:PROJECT NARRATIVE

Boise, ID - Request for Proposal



August 2021

PROJECT SUMMARY

For Block 68, Green Street Development is proposing a **17-story mixed-use Class-A residential tower with an adjacent parking facility**. The residential tower will occupy the entirety of the parcel at 421 North 10th Street. The L-shaped building will be built to the street along State Street and 10th Street, creating a dense urban presence and activating the corner with both commercial and residential activity. The post tension slab concrete residential structure and the precast garage are kept separate in order to utilize the most efficient structural system for each building, and to maintain the alley access through the block as required by CCDC.

The 220,725 SF tower consists of commercial and shared spaces on the first floor and residential units above totaling 17 floors. The height of the building is intended to a) maintain consistency with existing downtown building stock, b) accommodate at least 225 units within a small footprint, and c) maximize view corridors. The first floor consists of 3,300 SF of commercial space, plus community and office space serving the residential units. Floor 2 contains units, amenity space, and an outdoor courtyard. Floors 3-17 contain residential units, and the rooftop includes three penthouse units and an amenity deck. The 239 units will include 93 studios, 99 one-bedroom, and 47 two-bedroom units ranging in size from 580 to 1,015 square feet.

Utilizing our experience creating mixed market rate and workforce housing in Class A residential properties and our dedicated fund to support workforce housing, 21 percent of the 239 units will have rents restricted to 80% of AMI (for the Boise metro), 45 percent at 120% of AMI, with the remaining units rented at market rates. Green Street is committed to maintaining this affordability standard in place for 15 years through a development agreement with CCDC. Investors in our workforce housing equity fund require compliance with the workforce housing goals and will have oversight standards in place. Green Street is also willing to enter into an agreement with a state or local agency to monitor compliance, though no agreement is in place as of the date of this proposal. The proposed unit mix is summarized below:

	U	NIT MIX DETA	AL		
# of Units	Targeted AMI%	Unit SF	Total SF	Rent*	Rent/SF
20	80%	580	11,600	\$1,048	\$1.81
22	80%	650	14,300	\$1,198	\$1.84
8	80%	1,015	8,120	\$1,348	\$1.33
42	120%	580	24,360	\$1,572	\$2.71
44	120%	650	28,600	\$1,700	\$2.62
21	120%	1,015	21,315	\$2,022	\$1.99
31	MKT	580	17,980	\$1,675	\$2.89
33	MKT	650	21,450	\$1,750	\$2.69
18	MKT	1,015	18,270	\$2,450	\$2.41
239		695	165,995	\$1,653	\$2.38
	20 22 8 42 44 21 31 33 18 239	20 80% 22 80% 8 80% 42 120% 44 120% 21 120% 31 MKT 33 MKT 18 MKT 239 239	20 80% 580 22 80% 650 8 80% 1,015 42 120% 580 44 120% 650 21 120% 1,015 33 MKT 580 33 MKT 1,015 28 MKT 1,015	20 80% 580 11,600 22 80% 650 14,300 8 80% 1,015 8,120 42 120% 580 24,360 44 120% 650 28,600 21 120% 1,015 21,315 31 MKT 580 17,980 33 MKT 650 21,450 18 MKT 1,015 18,270	20 80% 580 11,600 \$1,048 22 80% 650 14,300 \$1,198 8 80% 1,015 8,120 \$1,348 42 120% 580 24,360 \$1,572 44 120% 650 28,600 \$1,700 21 120% 1,015 21,315 \$2,022 31 MKT 580 17,980 \$1,675 33 MKT 650 21,450 \$1,750 18 MKT 1,015 18,270 \$2,450 239 695 165,995 \$1,653

*80% and 120% AMI rents based on HUD 2020 limits and will likely increase before leasing begins.

The units will be competitive with new Class A apartments in the Boise market. Features will include:

- 9 foot ceilings
- Vinyl wood-look floors throughout
- Black refrigerator, dishwasher, oven/range/microwave kitchen package
- Solid surface counter tops
- Washer and Dryer in unit
- Vanity with natural or synthetic stone top
- LED lighting throughout
- Energy Star and Low Flow Appliances

Precedent images of unit interiors from other Green Street residential projects are included at the end.

Each unit will feature large Low-E rated windows with shades and about 20 percent of units will feature outdoor spaces of varying size.



In the new workplace environment, many residents will desire a work from home option. To address this need, we intend to equip up to 20 percent of the units with ORI Living (oriliving.com) or equivalent expandable room fixtures allowing residents to convert their living spaces to a functional workspace during their workday. This will enhance the livability and functionality of many of the building's smaller units.

The main lobby with reception desk, leasing office and commercial space will be located on the first floor. A club room, meeting rooms and a fitness area will be located on the second level, opening to an outdoor landscaped amenity courtyard. Another outdoor amenity deck with seating, shades, and grills will be located on the roof Level.

The exterior of the building will be a mix of glass, masonry, and metal panels with varying colors and textures to provide a modern look. The attached renderings provide an initial indication of the exterior design, and we have included precedent imagery consistent with the look, feel, and quality of the final design. The building will be designed and built to meet Boise Green Building Code, as well as the Enterprise Green Communities standard.

The six-story parking facility will occupy the entirety of the parcel at 1010 West Jefferson Street. It will consist of 7,500 SF of commercial space at the intersection of 11th and Jefferson, occupying the street frontage along both facades with no parking along the street. A bicycle/mobility facility will be located on the ground floor with direct access to the 11th Street Bikeway. It will include secure storage space for at least 30 bicycles, indoor and outdoor temporary bicycle parking, as well as a shower and locker facility to accommodate bicycle commuters. There is also exterior bike parking at the residential lobby entrances for guests of the building.

It will also contain 431 parking spaces shared between the apartment tenants and the public for daily use, including 18 ADA spaces and 8 electric vehicle charging spaces. The top level will include solar panel covered spaces. The parking facility has the capability to convert more spaces into electric vehicle spaces if there is a need in the future. The parking facility will be available to surrounding users including apartment residents, nearby YMCA, high school and offices. The parking facility will be connected to the residential building by a sky bridge over the mid-block alley.

We understand the need and desire for the parking facility to fit within and contribute to an active and walkable urban environment. Thus, modern cladding will be utilized for street facing facades. Attached renderings provide an initial indication of the exterior design. Precedent imagery that will be consistent with the look, feel, and quality of the final design has also been included at the end.

The project presented in our proposal represents the achievable residential and parking program that fits within the parcels available from CCDC and meets the agency's expectations. Green Street has every intention to assemble the remaining parcels on the block to create a more comprehensive and impactful development at the site. We have initiated discussions with the State regarding acquisition of the surface lot at the corner of W Jefferson St. and N 10th St., but we have yet to secure site control in time for the proposal submission. Additional details are provided in Section 13: Proof of Site Control.

ADDRESSING PROJECT PRIORITIES

I. Grow Our Housing

The project exceeds the CCDC expectation of 225 total units (239 units). All units meet or exceed the CCDC expected unit sizes. Convertible unit fixtures will improve the usability and efficiency of a portion of the smaller units. With 158 units of rent restricted apartments, the total number of workforce units exceeds the CCDC expectation. However, the mix doubles the number of units expected at 80% of AMI (50 vs. 25 units). Green Street will enter into a development agreement with CCDC restricting the 80% and 120% AMI rents for 15-years. Both market rate and workforce tenants will have access to Class A quality units and amenities and will be mixed throughout the building (not separate by floor).

II. Mobility

The parking facility will feature a bicycle mobility center facing the 11th Street Bikeway with secure storage for at least 30 bicycles, maintenance station, and a small locker room/showers for bike commuters. Additional temporary bicycle storage will be available near retail spaces and the apartment building entrance. Two Green Street communities currently under construction have a significant bike focus. The existing alley will be maintained providing a midblock connection through block 68. The parking facility will include 431 spaces available to the public including apartment residents and surrounding uses.

III. Urban Development and Architectural Design

The project creates 10,800 SF of ground floor commercial space to activate both the State and 10th Street and the Jefferson and 11th Street intersections. With 239 units, the residential component of the project will be one of the most dense residential uses in the city. Street facing windows, signage, and sidewalk furniture will significantly enhance the street-level visual appeal of the block. The mix of uses will create one of the most active and attractive blocks in the northern portion of Downtown.

IV. Economic Development

The block will be activated with a dense mix of uses and new residents, and it will inspire complementary uses on surrounding blocks. Green Street has every intention to assemble the remainder of Block 68 to create an even more comprehensive, efficient and attractive development. Our experience in St. Louis and other cities demonstrates that Green Street is a developer of neighborhoods and not just one-off sites. We intend to pursue other development opportunities within the surrounding blocks of Downtown Boise. Partnering with CCDC and the City of Boise will allow us to offer attractive Class A residential units to a large number of residents at various income levels, as well as provide commercial space and bicycle facilities to activate the surrounding streets.

V. Sustainability

The building will be designed and built to meet Boise Green Building Code, as well as the Enterprise Green Communities Standard. The parking facility will include 8 electric vehicle charging spaces with the ability to expand in the future, and solar panel covered spaces on the top level. Units will utilize Low E glass and be equipped with Energy Star and low flow appliances. The building will also accommodate resident recycling, and utilize best recycling practices in its operations.

BIRD'S EYE VIEW FROM

NORTHEAST

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BIRD'S EYE VIEW FROM

SOUTHWEST



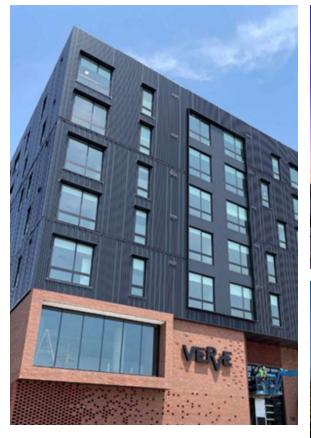
Green Street Real Estate Ventures | RFP: Block 68 Catalytic Redevelopment Project | Section 07: Project Narrative

PRECEDENT IMAGERY - METAL PANELS









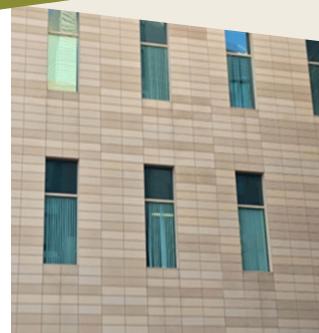


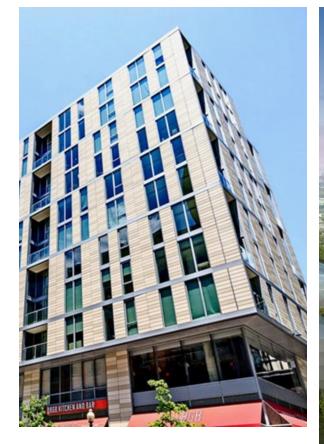


PRECEDENT IMAGERY - TERRA COTTA PANELS

FAÇADE









GARAGE SCREENING









Green Street Real Estate Ventures | RFP: Block 68 Catalytic Redevelopment Project | Section 07: Project Narrative

PRECEDENT IMAGERY INTERIORS

*Pulled from existing Green Street communities.















































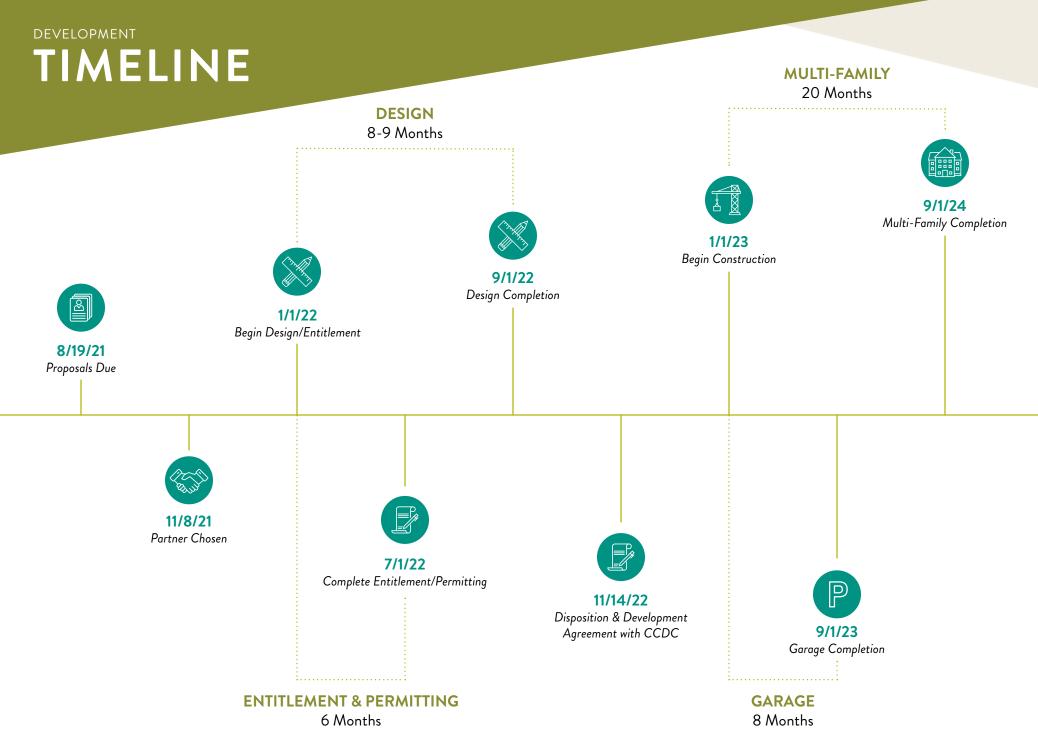
BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT

11:DEVELOPMENT TIMELINE

Boise, ID - Request for Proposal



August 2021



Green Street Real Estate Ventures | RFP: Block 68 Catalytic Redevelopment Project | Section 11: Development Timeline

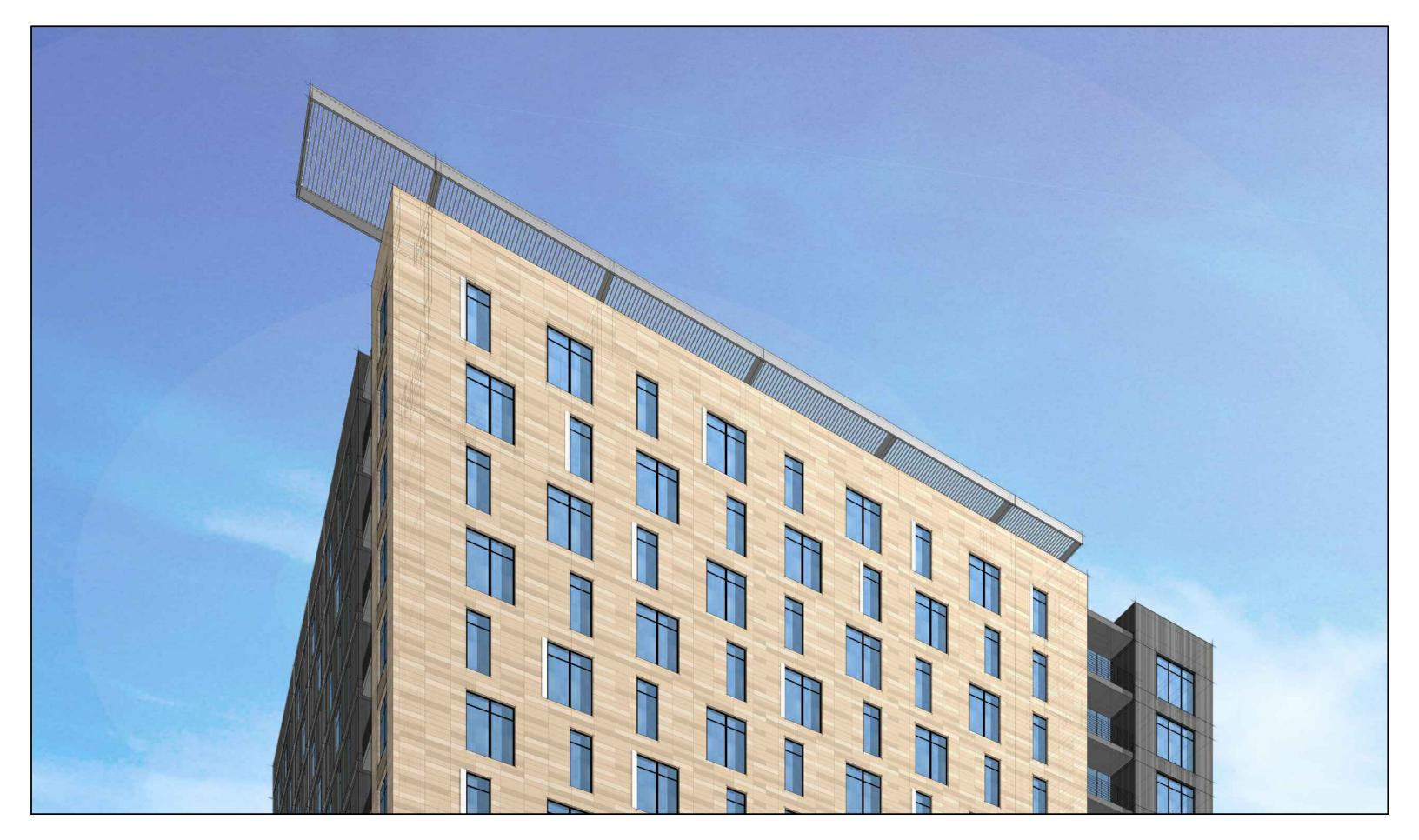
BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT

12:PROJECT DRAWINGS

Boise, ID - Request for Proposal

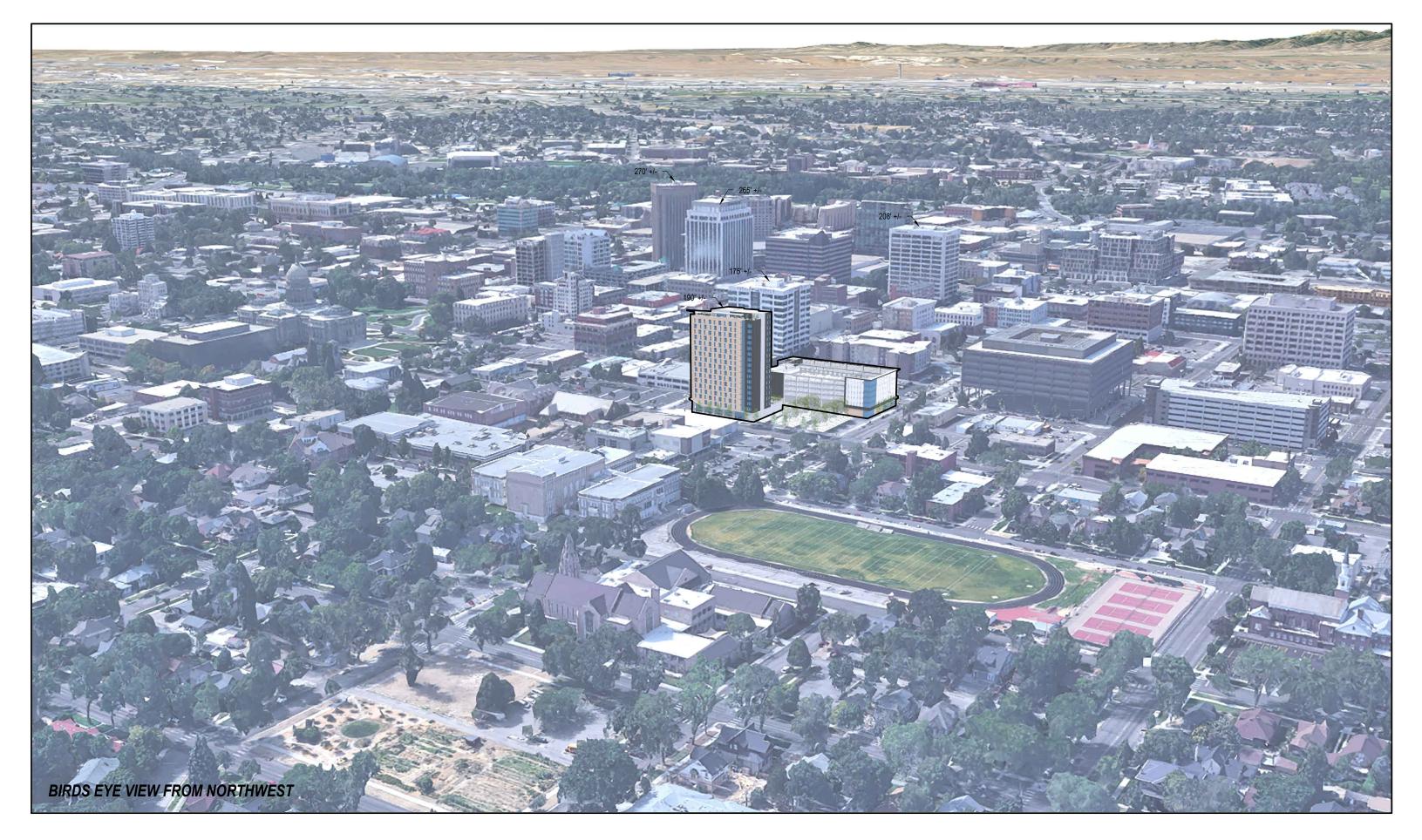


August 2021





























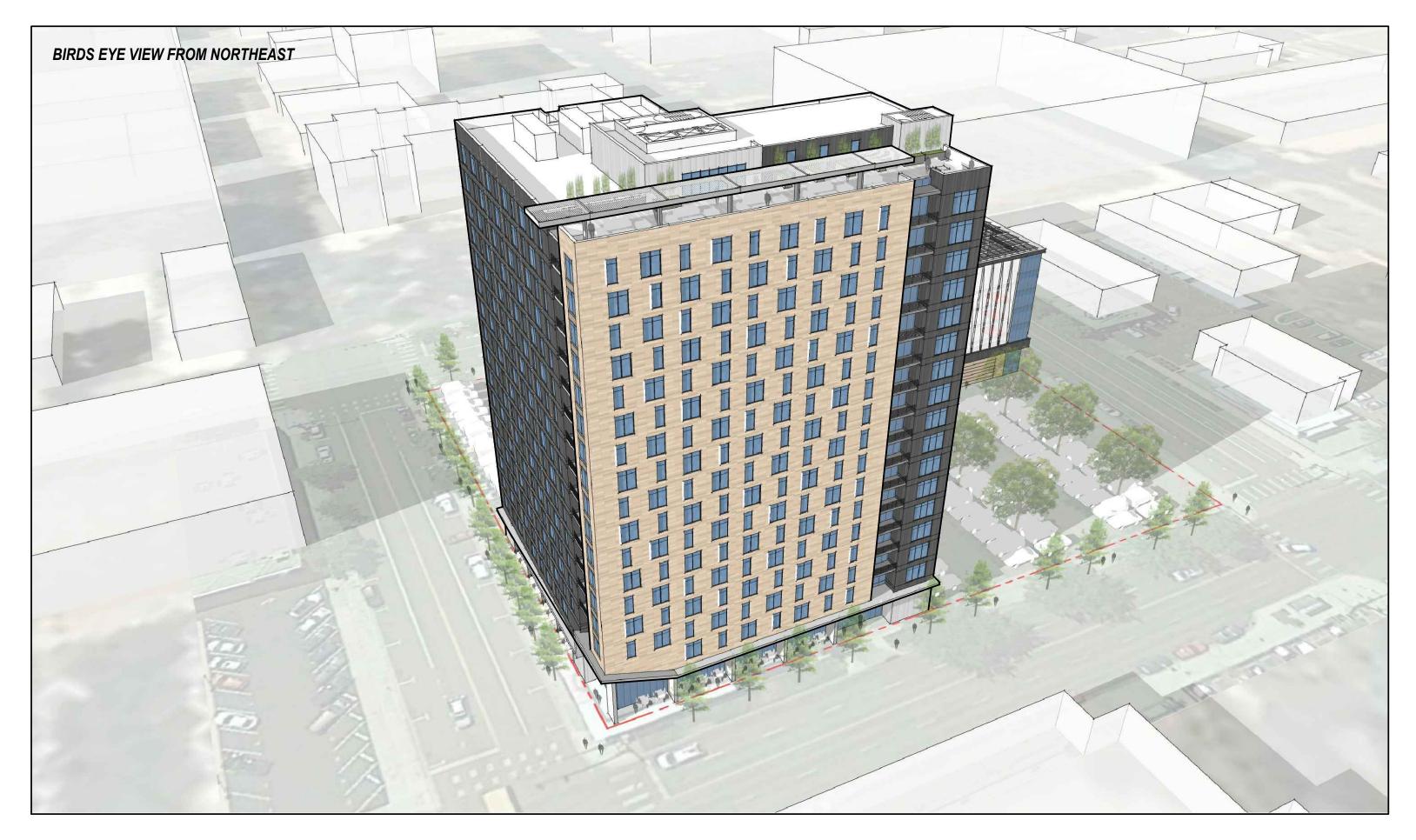
BOISE IDAHO - STATE & 10TH - ARCH CONCEPT DIAGRAM 08.19.2021























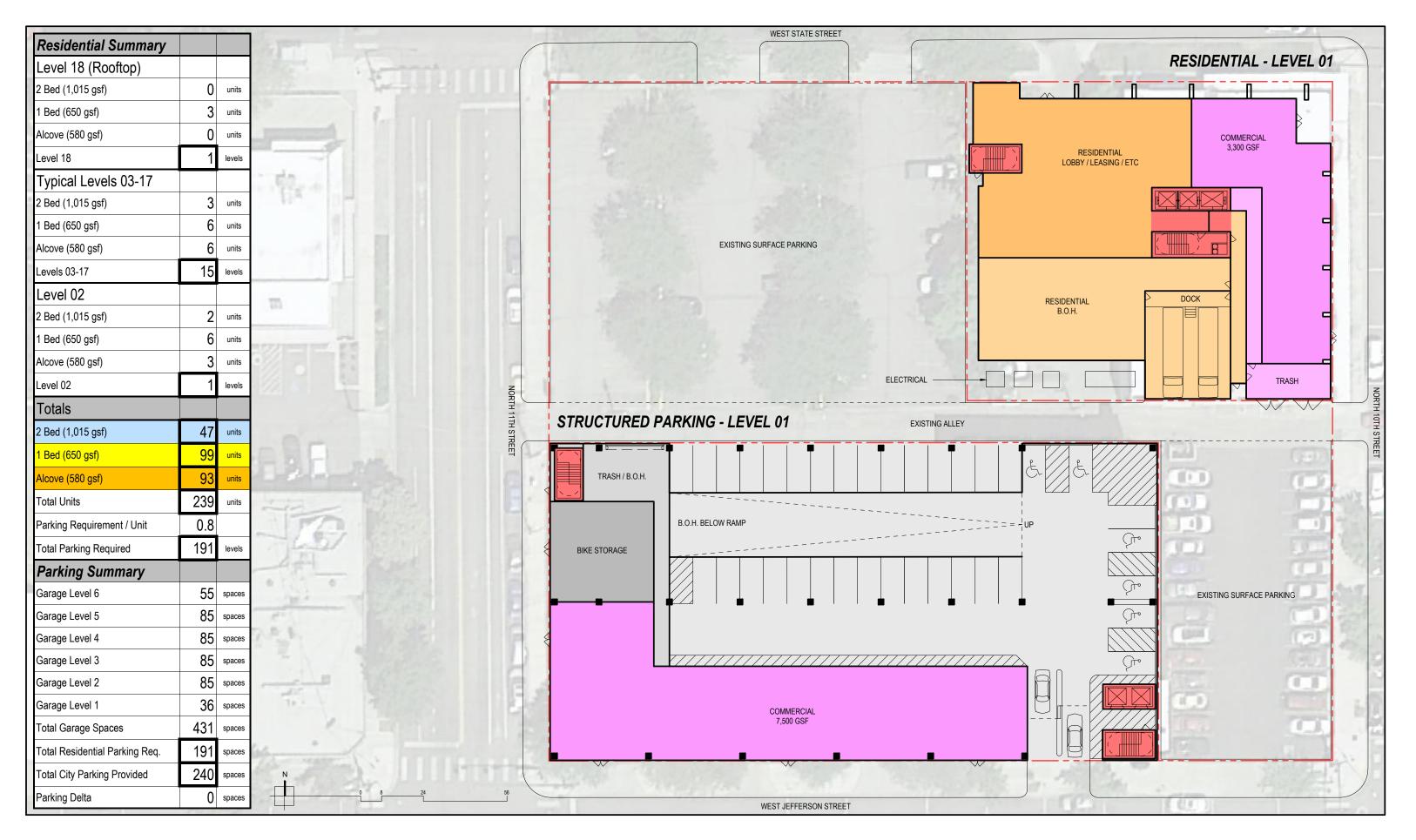






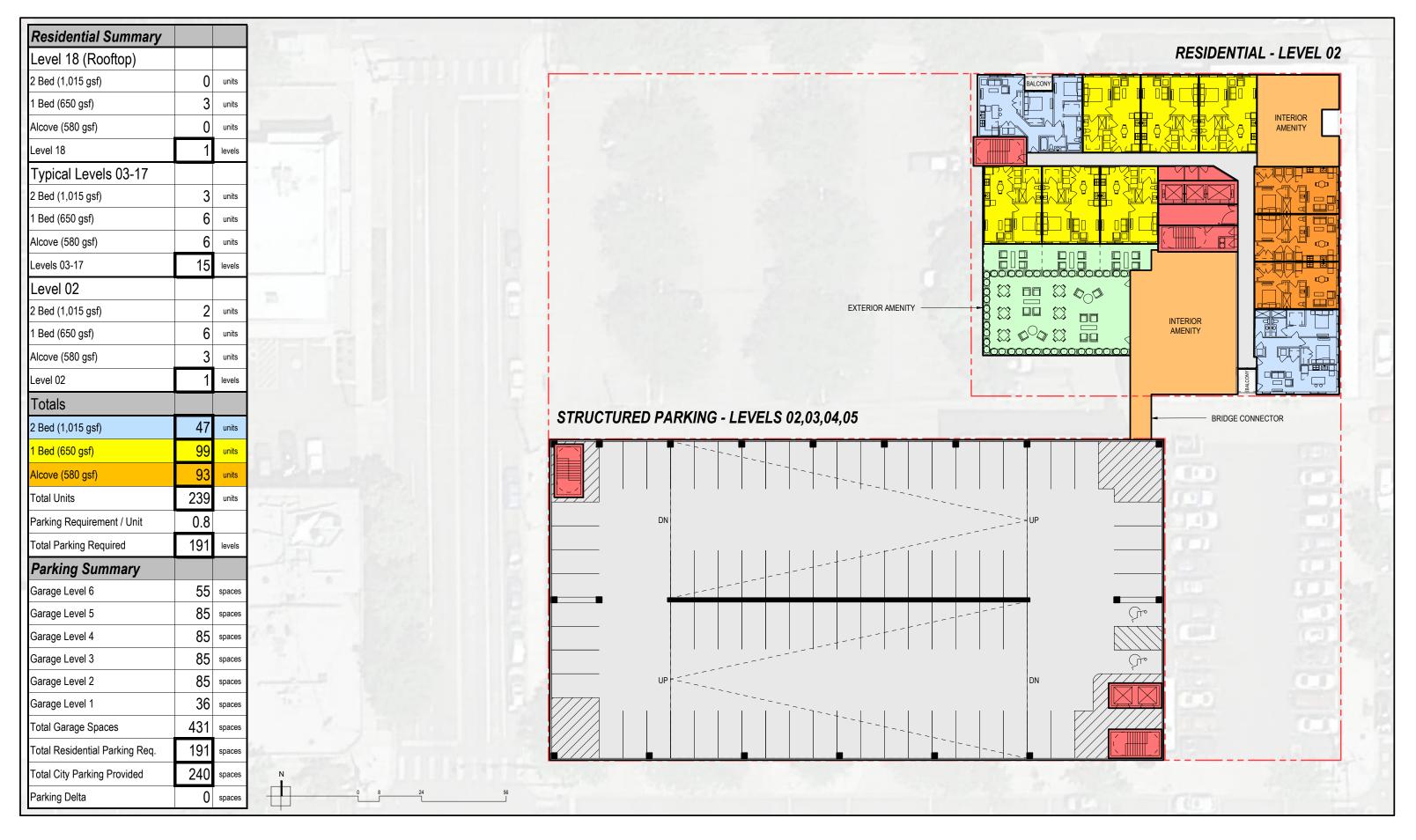






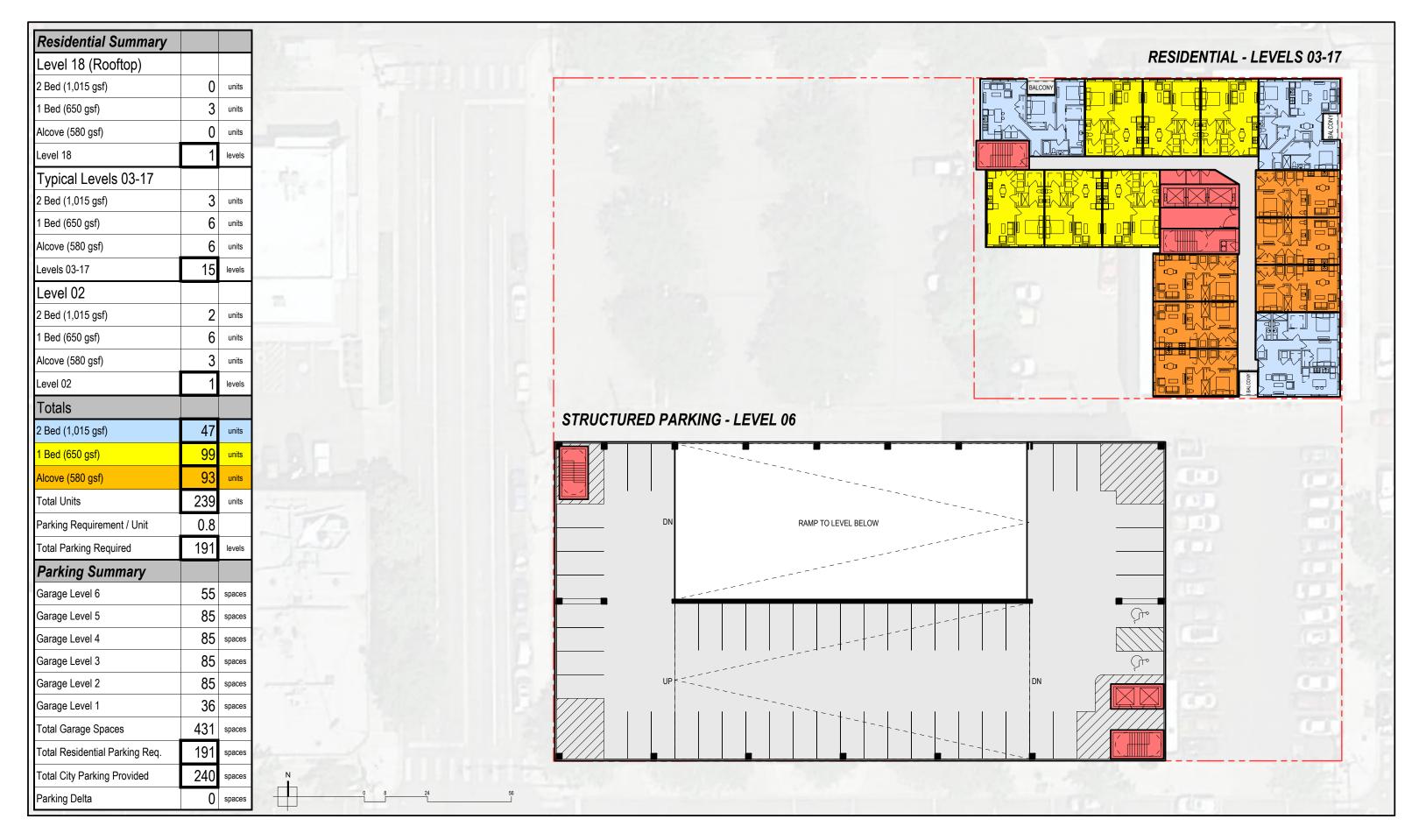






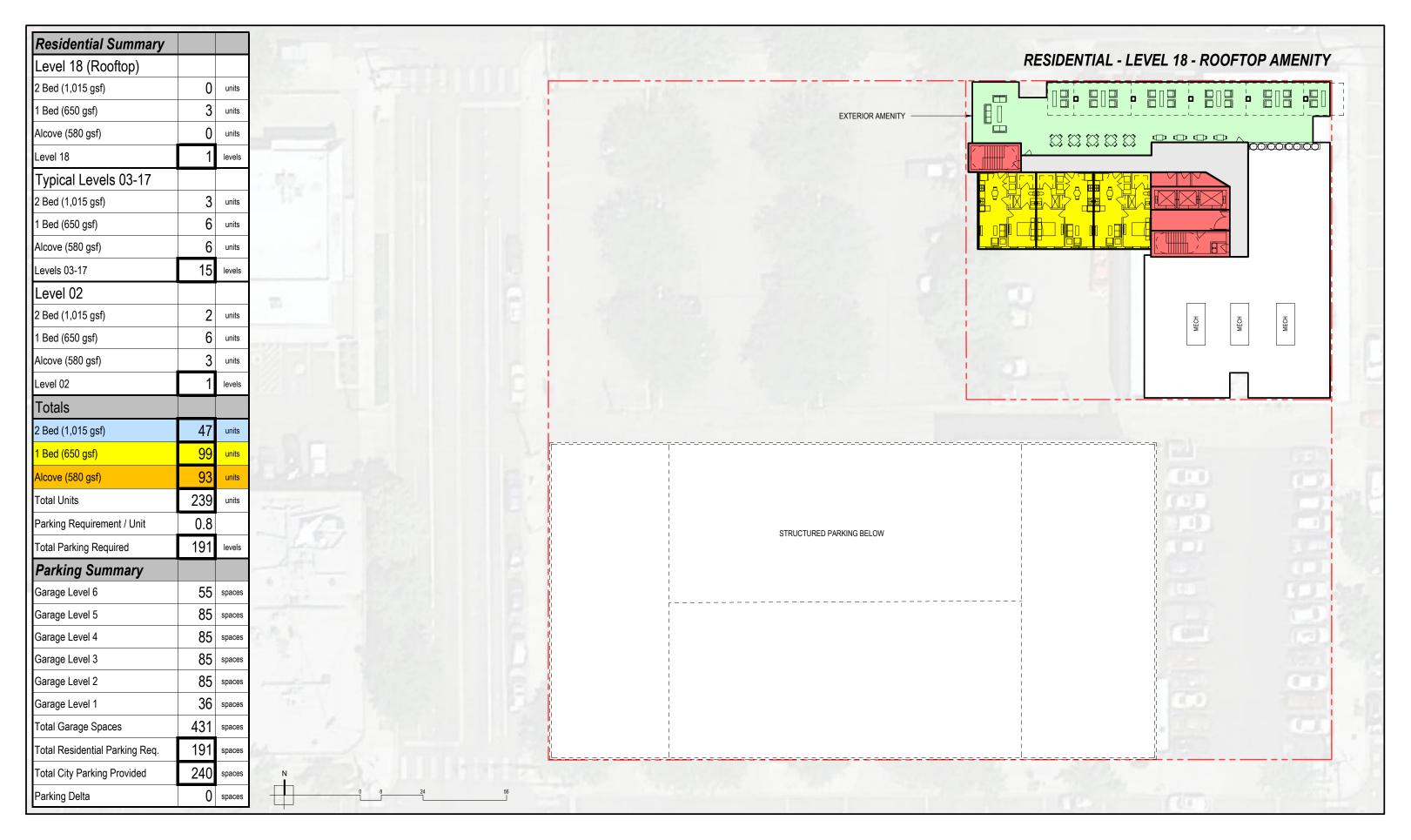






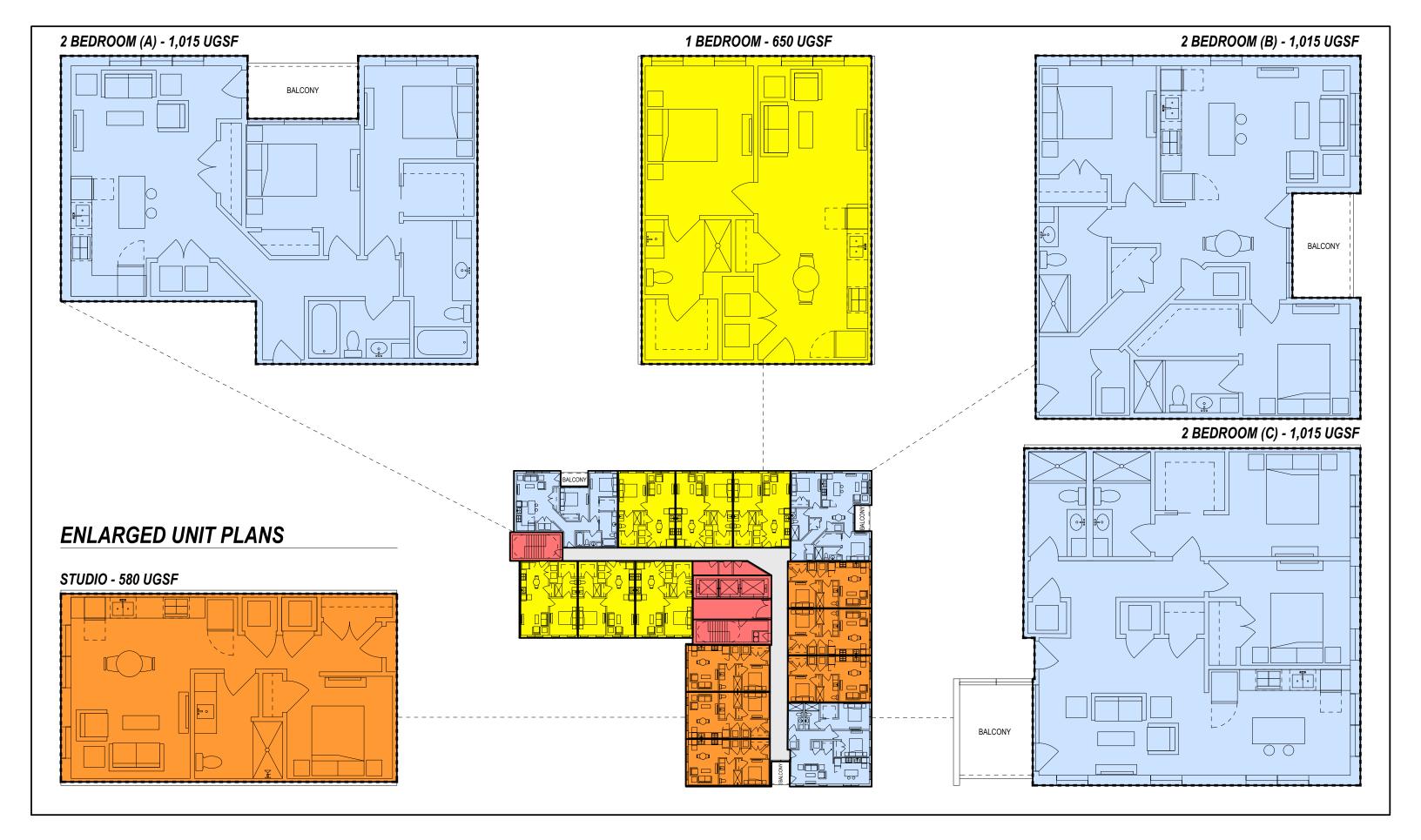
































VIEW FROM THE SOUTHWEST







VIEW FROM THE NORTHEAST















6 Development Program Form REQUIRED WITH SUBMITTAL

APPENDIX 6 DEVELOPMENT PROGRAM FORM (REQUIRED WITH SUBMITTAL)

RFP: BLOCK 68 CATALYTIC DEVELOPMENT

ltem	Proposal Total	Building 1	Building 2 (if applicable)
Address			
Residential Units Count (total)	<u>345</u>	<u>345</u>	
Studio	90	90	
1 Bedroom	160	160	
2 Bedroom	95	95	
Average Residential Units Square Feet (total)	739	739	
Average SF for Studios	560	560	
Average SF for 1BDs	707	707	
Average SF for 2BDs	965	965	
Average AMI Level (total)			
AMI Average for Studios	25 units @ 80%; 50 units @ 120%	25 units @ 80%; 50 units @ 120%	
AMI Average for 1BDs	80 units @ 120%	80 units @ 120%	
AMI Average for 2BDs	None	None	
Residential Unit Pricing average	1,986	1,986	
Studio	1,439	1,439	
1 Bedroom	1,910	1,910	
2 Bedroom	2,633	2,633	
On-Site Parking Stall Count and Ratio	276 Apartment parking stalls	276 Apartment parking stalls	
On-Site Parking Ratio (Residential Units to Parking Stalls)	1.25 Units per stall	1.25 Units per stall	
Off-Site Parking Stall Count	299 Public parking stalls	299 Public parking stalls	
Square Footage By Use			
Residential	311,128	311,128	
Office / Commercial	0	0	
Retail / Restaurant	13,210	13,210	
Parking	270,070	270,070	
Other			
Targeted Uses (i.e. programming related to medical, food, community, or family services)			
Requested CCDC Financial Participation			
Land	Reduced Land Price	Reduced Land Price	
Streetscapes			
Utilities			
Public Parking Facility (if applicable)	Public Parking to be built and sold to the CCDC	Public Parking to be built and sold to the CCDC	

PROJECT NARRATIVE



PEG Companies (PEG) is pleased to announce its interest in teaming with the Capital City Development Corporation (CCDC) in the Block 68 Catalytic Development Project in downtown Boise, Idaho. Per the recently released 2020 U.S. Census data, Idaho's population has grown 17.3% in the past decade-second-most in the nation-and its capital Boise experienced a 14.6% rise. **PEG hopes to** address the needs of the growing urban population while also establishing a landmark that enhances the city's skyline.

To align with the CCDC's objectives and interests, PEG proposes the development of 345 for-rent multifamily units to be built on the two CCDC-owned parcels on Block 68. 155 of the mentioned units will be offered at various AMI levels of affordability (25 units at 80% AMI, 130





units @ 120% AMI). Construction will consist of coldformed steel over post-tension concrete. 575 parking stalls will be housed in the concrete structures. 299 of the stalls will be sold to the CCDC and operated as part of the ParkBOI system for public use, and the remaining 276 stalls will provide a 0.8 parking ratio for the apartments. The project will benefit its new residents and act as an amenity to all in the downtown core. A secure bicycle storage facility for 30+ bicycles and improvements along 11th Street will integrate seamlessly into the upcoming 11th Street Bikeway.

The ground floor of the parking structure will be wrapped with mixed-use offerings that contribute to the authentic neighborhood fabric of downtown Boise. PEG aims to provide Boise with dense housing in inspirational architecture that acts as art in the city skyline.

Founded in 2003 by Cameron Gunter, PEG Companies is a PEG is currently developing 195 units in downtown Salt Lake City in a partnership with the Redevelopment leading full-service commercial real estate development and investment firm based in Provo, Utah. PEG's mission Agency of Salt Lake City. We're confident in our ability to remains constant: creating opportunities through grit, partner with government agencies to enhance the livability and sustainability of downtown cores. We ingenuity, and expertise – providing the premier real estate experience. At PEG, we earned our esteemed believe utilizing a public/private partnership with the industry-wide reputation over the course of many years CCDC on Block 68 will address the listed expectations by refining our unique way of doing business. We craft and allow the block and neighboring area to realize its profitable contemporary properties by preserving the potential. We propose a land basis adjustment to resourceful thinking and homegrown values that shaped purchase the land at \$5,000,000 to ensure the feasibility our humble beginnings. These values—hard work, of the proposed product. We expect to sell 299 parking integrity, creativity, and transparency-took root in PEG's stalls to the CCDC to operate in the ParkBOI system at culture during our founder's upbringing on a dairy farm in \$32,000 per stall. Southern Idaho, long before the company's inception. The CCDC's listed aims of sustainability align with PEG's. Despite the continued present-day expansion and Our plan to meet the Boise City Green Building Code national recognition, the principles of our farm-life includes: heritage continue to influence PEG's day-to-day operations, decisions around strategic growth, and how develop all-electric units we partner with the communities where we build.

Today, PEG boasts investment returns across all commercial asset classes, benchmarking nationally in the top quartile. Our unique advantages include our leadership team's significant insight into city planning/ entitlement processes, strong relationships with industry and community partners, and a strategic combination of acquisition, rehabilitation, and development capabilities

Cameron Gunter leads PEG Companies with a vision that the community is a part of the development process. His background as City Manager in multiple municipalities provides his guiding light for coordinating individual projects as well as large-scale plans that create communities. PEG has extensive background and history of working with communities in a public/private partnership to achieve community goals. As Executive Director of the Redevelopment Agency of Lehi City, Cameron structured the largest tax increment project in the West up to that point in time when he set up the Micron project. That education has led Cameron to consult with cities and communities on structuring public investment with private projects and has been a hallmark of multiple PEG projects.

- meet an energy use intensity in line with the Boise Climate Zone
- provide electric vehicle charging stations
- provide recycling facilities and operations
- conserve water by using low flow/usage appliances

We anticipate hearing back and are eager to showcase our team.

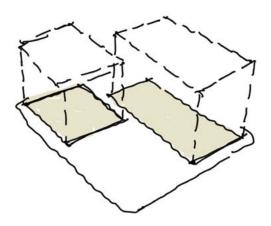


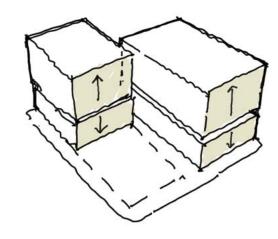
TIMELINE

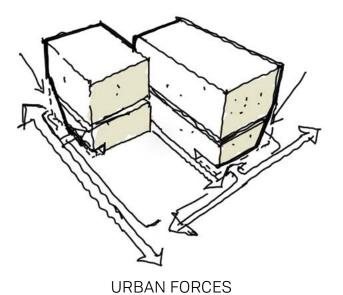


BLOCK 68 | CATALYTIC REDEVELOPMENT PROJECT

DESIGN CONCEPT



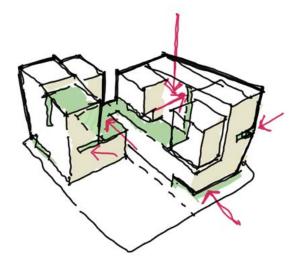




SITE

PROGRAM STACKING

URBANISM AS GEOLOGICAL FORMATION

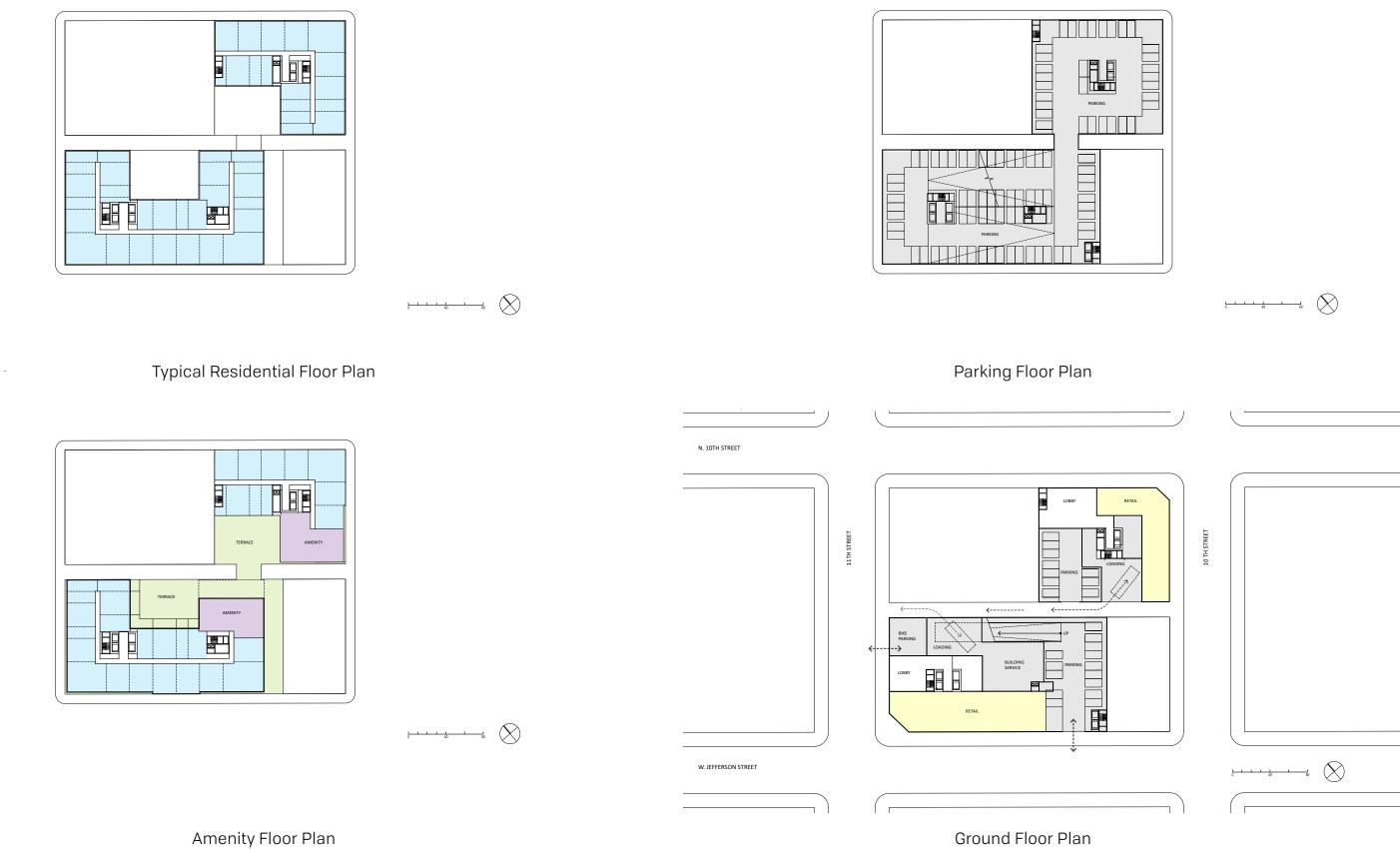


AMENITY & OPEN SPACE

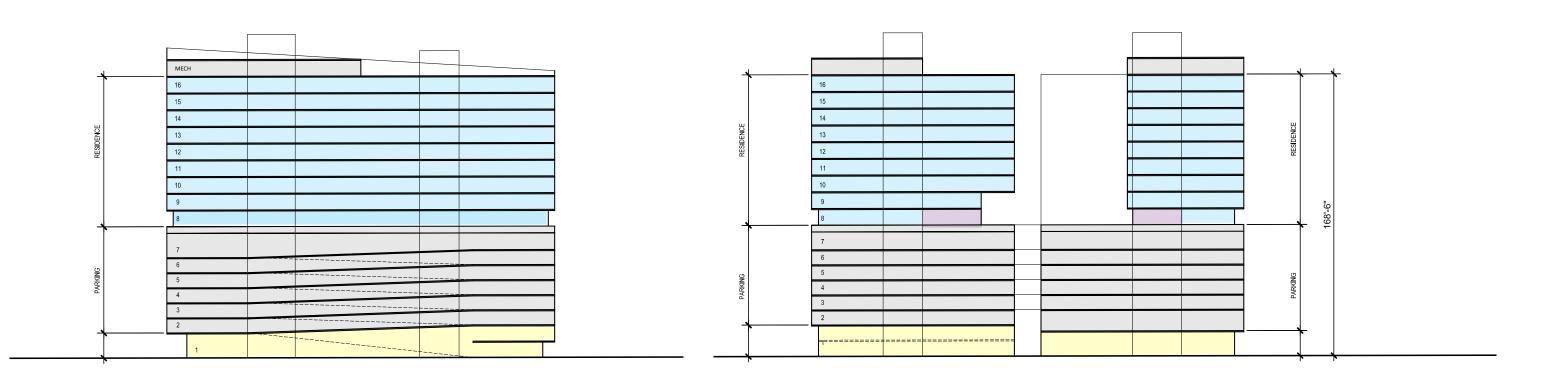


DRAWINGS

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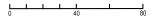




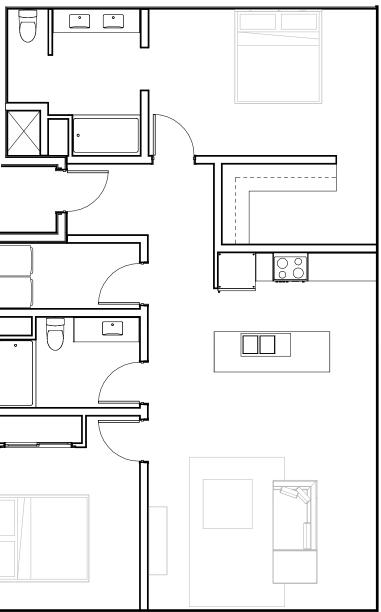


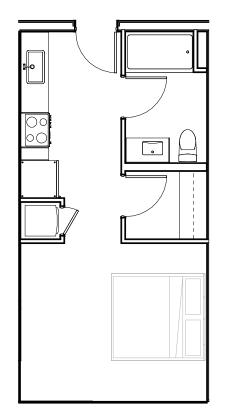
E-W Building Section

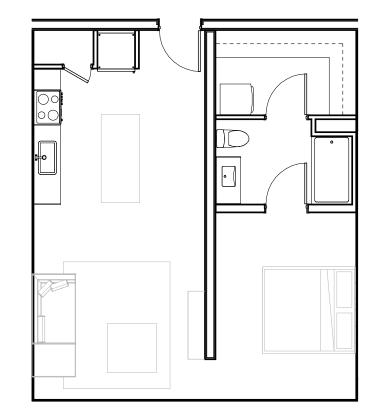
N-S Site Section

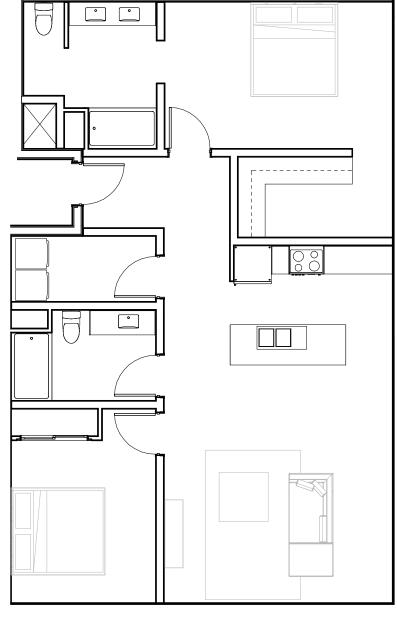


TYPICAL UNIT PLANS











1 BEDDROOM

2 BEDDROOM

LANDSCAPE PLANS



呃 2.8 di. 0104-68 Jefferson-St

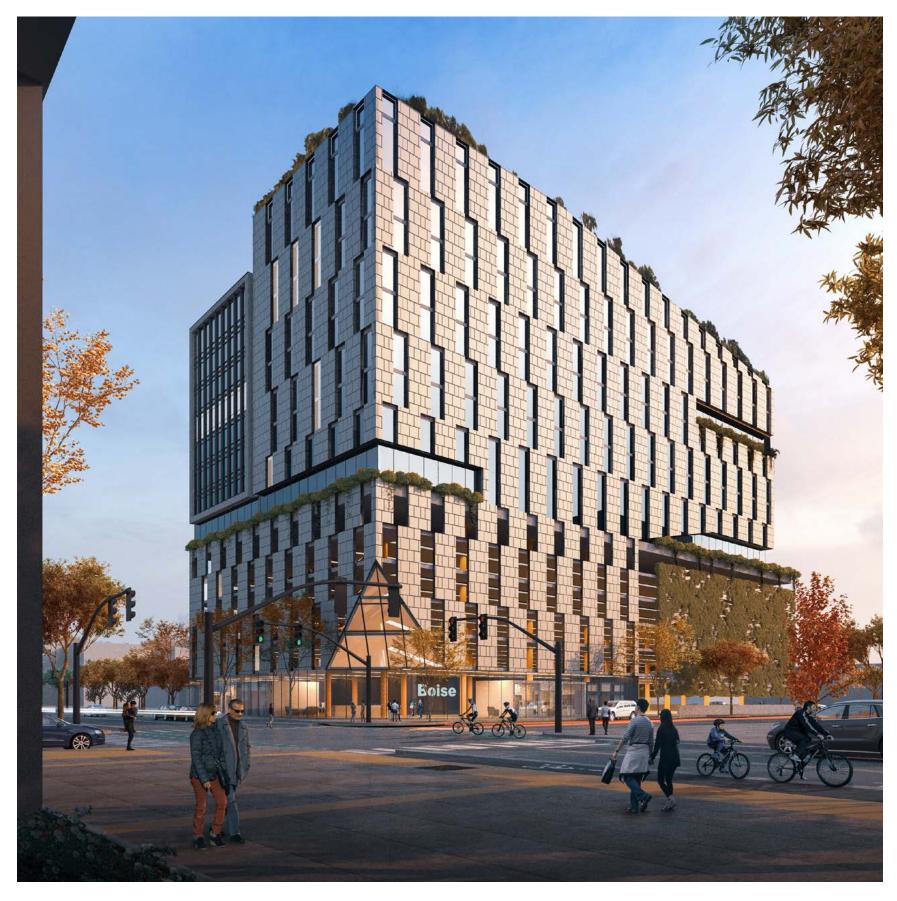
Renter.

Ground Floor Landscape Plan

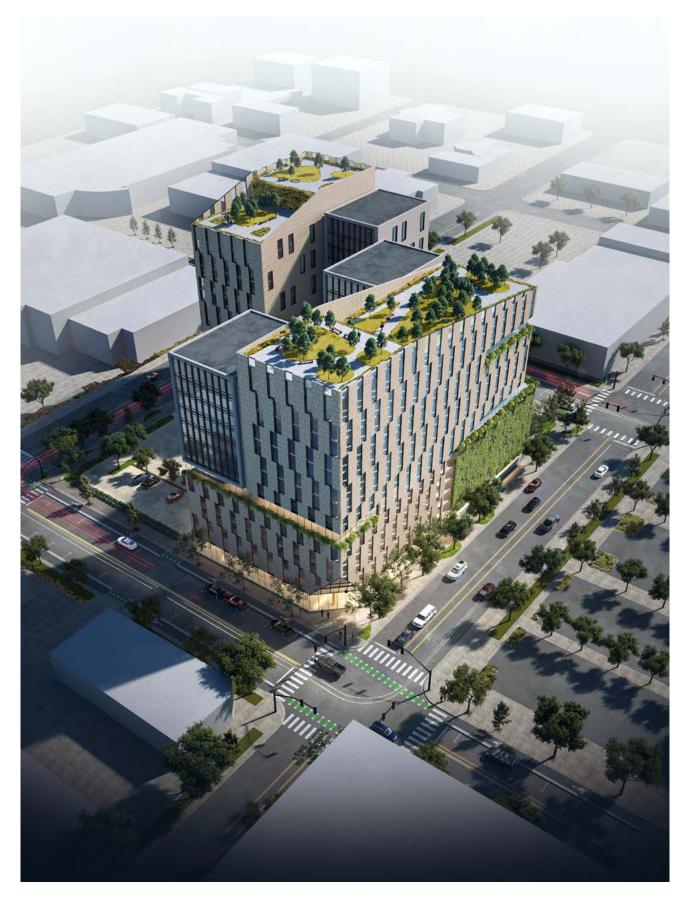
Amenity Level Landscape Plan



PERSPECTIVE VIEW

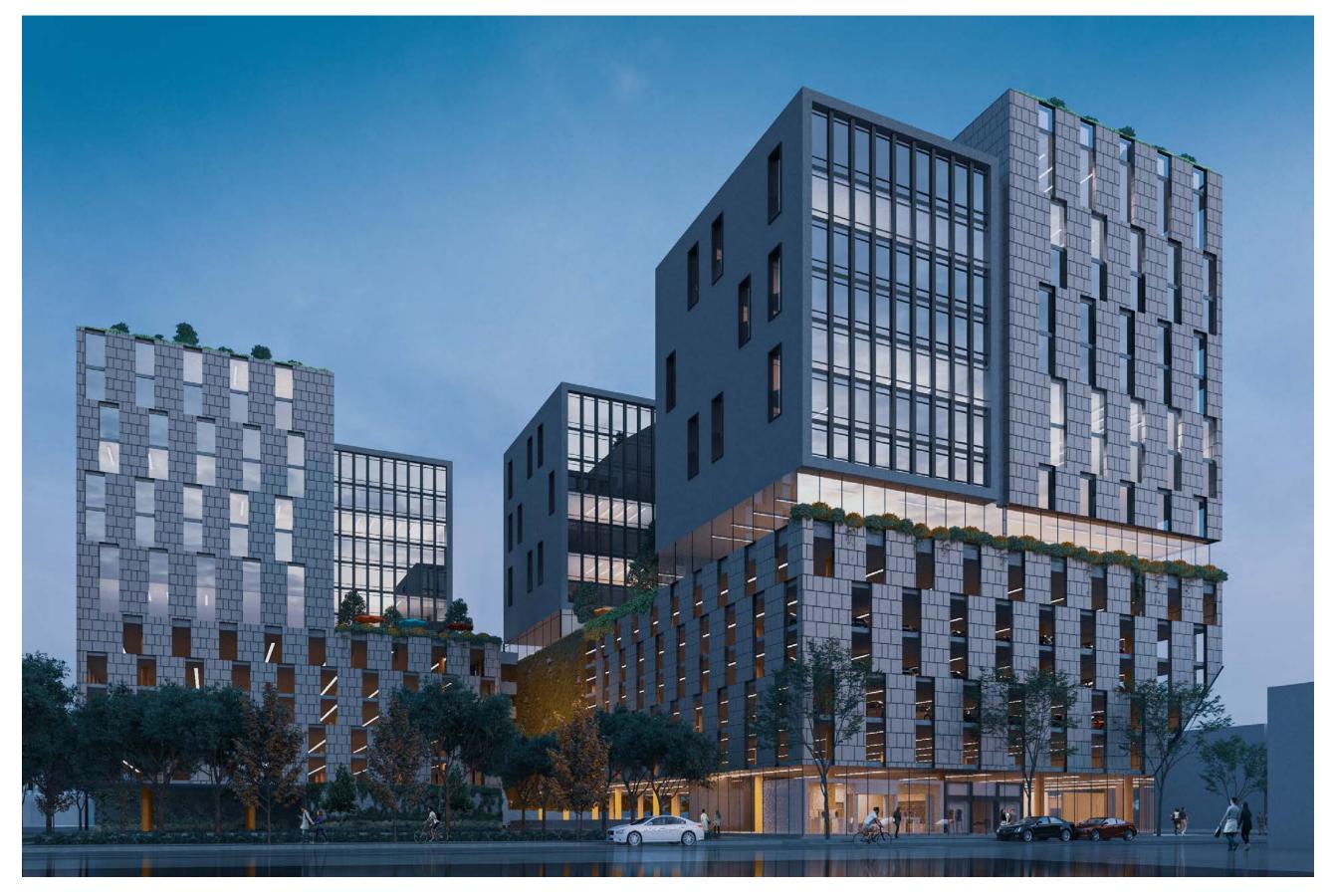


PERSPECTIVE VIEW

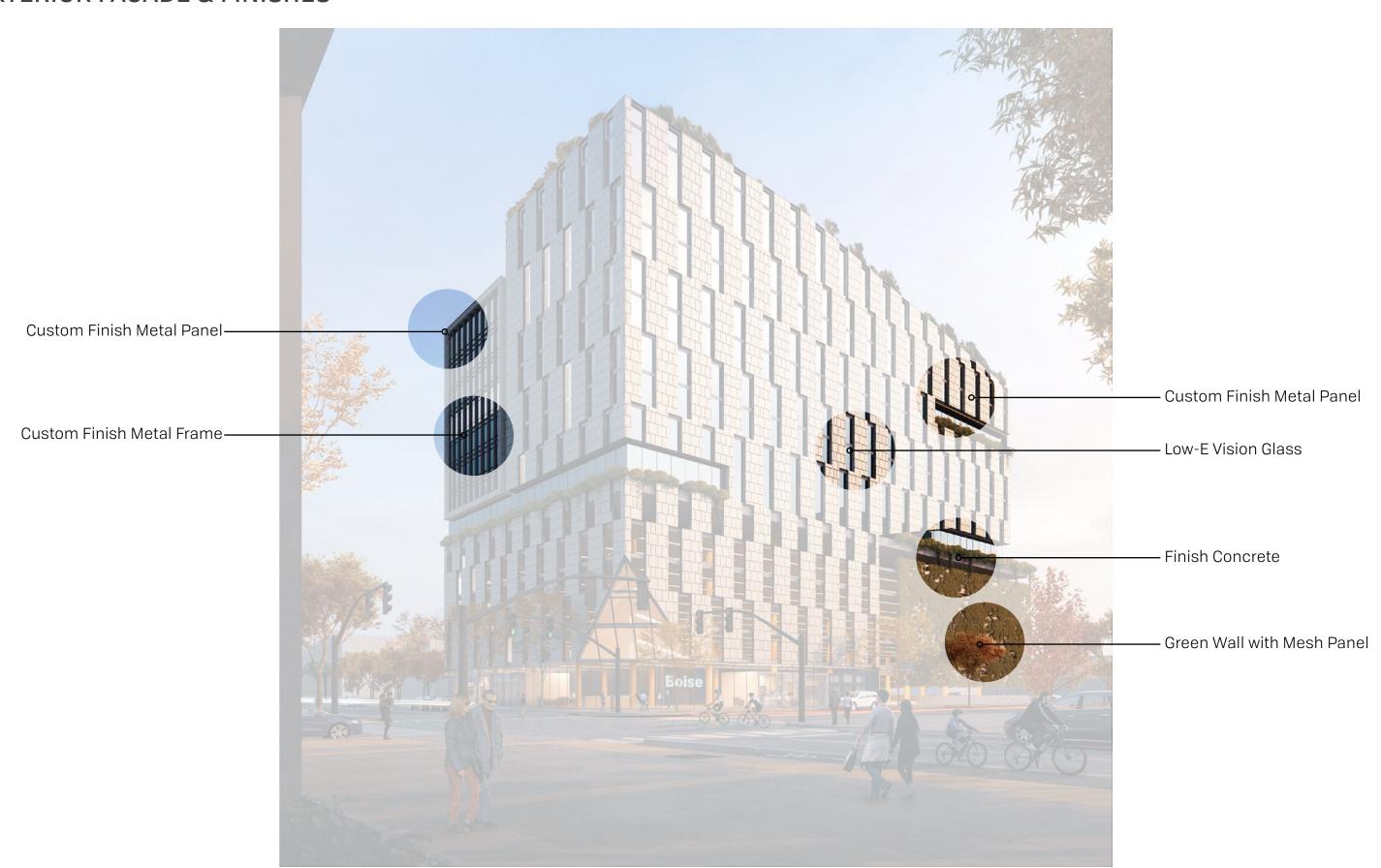




PERSPECTIVE VIEW



EXTERIOR FACADE & FINISHES



9



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AGENDA BILL

Agenda Subject: Approve Resolution 1735 - Purchase and Sale Agreement to acquire 521 W. Grove Street, owned by Artiach Properties LPDate: December 13, 2021				
Staff Contact: John Brunelle, Executive Director Doug Woodruff, Development Director	Attachments: - Resolution 1735 - Revised Purchase and Sale Agreement			
Action Requested: Approve Resolution 1735 - Purchase and Sale Agreement to acquire 521 W. Grove Street, owned by Artiach Properties LP				

Fiscal Notes:

The purchase price of 521 W. Grove Street is \$1,800,000. Terms and conditions of the Purchase and Sale Agreement include typical costs and fees associated with real estate closing with a title company. The Agency has sufficient resources to purchase the parcel.

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. At present, the parcel is 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 noted 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.

In November, the Agency Board approved a Purchase and Sale Agreement that captured the points outlined in the non-binding Letter of Intent. The terms from the Letter of Intent were modified in the Agreement to reflect the Agency's desire to purchase the property immediately instead of waiting until the commencement of construction. To account for this detail, the purchase price was increased to cover 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 addressed the Seller's requirement to obtain a waiver of right of first refusal from the current parking operator.

The Purchase and Sale Agreement was transmitted to Artiach Properties LP for consideration and further negotiation. Artiach Properties LP responded with a counter offer of \$1,800,000 which contemplates immediate purchase of the property and no additional parking revenue to be paid by the Agency. With the Board's approval today, the Agency will sign the Purchase and Sale Agreement and proceed with the steps to purchase the parcel from Artiach Properties LP.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1735 approving the Purchase and Sale Agreement to acquire 521 W. Grove Street, owned by Artiach Properties LP.

Suggested Motion:

I move to adopt Resolution 1735 approving the Purchase and Sale Agreement to acquire 521 W. Grove Street, owned by Artiach Properties LP.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE AGENCY AND ARTIACH PROPERTIES LP; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST ANY AND ALL DOCUMENTS OR AGREEMENTS NECESSARY TO ACQUIRE THE PROPERTY, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE PURCHASE AND SALE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in order to achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Plan boundaries; and,

WHEREAS, Artiach Properties LP, an Idaho Limited Partnership (the "Owner"), is the owner of certain real property addressed as 521 W. Grove Street, Boise, which is Parcel No. R1013001951 in the records of the Ada County Assessor (the "Property"), and which address is within the River Myrtle-Old Boise Plan boundaries; and,

WHEREAS, under the terms and provisions of the River Myrtle-Old Boise Plan, the Property or portions thereof have been identified by Agency staff as a potential site for certain public improvements and uses consistent with the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency and Owner have drafted a Purchase and Sale Agreement for the Property which has been signed by the Owner, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the Agency desires to purchase the Property from Artiach Properties LP for purposes of redevelopment in compliance with the River Myrtle-Old Boise Plan; and,

WHEREAS, based upon information received by the Agency, including an appraisal prepared by Valbridge Property Advisors, the Agency finds that the price required by Artiach Properties LP for the Property is based upon reasonable market information and that the purchase price constitutes a compromise; and,

WHEREAS, the Agency has sufficient funds to acquire the Property; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the purchase of the Property and to authorize the Chair, Vice-Chair, or Executive Director and Secretary, respectively, to execute all closing documents and to pay the purchase price subject to the conditions set forth below.

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

<u>Section 1</u>: That the above statements are true and correct.

Section 2: That the Agency Board hereby approves the purchase of 521 W. Grove Street, Boise, owned by Artiach Properties LP, under the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 3: That the Chair, Vice-Chair, or Executive Director and Secretary, respectively, are authorized and directed to execute the Purchase and Sale Agreement and any and all documents or agreements necessary to acquire 521 W. Grove Street, Boise, including the documents necessary to appropriate and tender the purchase price of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) along with specified closing costs from the Agency FY 2022 budget, subject to satisfaction of all contingencies set forth in the Agreement, including but not limited to any necessary escrow instructions and any necessary technical changes to the Agreement or other closing documents, upon advice from Agency legal counsel that said changes are consistent with the provisions of this Resolution.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on December 13, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 13, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____ Dana Zuckerman, Chair

ATTEST:

By: _____ Lauren McLean, Secretary

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 <u>Exhibit A</u> 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. <u>PROPERTY</u>. 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. <u>PURCHASE PRICE</u>. Buyer will pay to Seller the following for the Property: ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) (the **"Purchase Price**").

Buyer will pay the Purchase Price as follows:

REAL PROPERTY PURCHASE AND SALE AGREEMENT - Page 1 of 10

(a) Buyer will deposit Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00) ("**Deposit**") as earnest money in escrow with Pioneer Title Company, 1211 W. Myrtle Street, Suite 100, Boise, Idaho 83702 c/o Tracey Bagley ("**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

(b) 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. <u>PROPERTY USE</u>. 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 contribute design input during the concept design phase of the park improvement project and 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. <u>TITLE REPORT AND OBJECTIONS</u>.

(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. <u>REVIEW PERIOD</u>.

(a) <u>Review Period</u>. 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), Seller's written notification to the tenant of the offer under the Parking Agreement, and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Review Period.

(b) <u>Seller Materials</u>. 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) <u>Right of Entry</u>. 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) <u>Cancellation</u>. 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.

(e) <u>Deposit</u>. 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. <u>CLOSING CONDITIONS</u>.

(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. <u>SELLER'S REPRESENTATIONS AND WARRANTIES</u>. 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. <u>BUYER'S REPRESENTATIONS AND WARRANTIES</u>. 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. <u>CONTINUING OPERATION OF PROPERTY</u>. 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' liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

10. <u>BROKERS' COMMISSION</u>. Seller warrants to Buyer that it has not dealt with any finder, broker or realtor in connection with this Agreement other than Travis Aeschbacher with Mountain Realty ("**Seller's Broker**") and that Seller's Broker will be paid by Seller as per their separate agreement. Buyer warrants to Seller that it has not dealt with any finder, broker, or realtor in connection with this Agreement. 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. The parties acknowledge receipt of the RE-41 Agency Representation & Responsible Broker Disclosure dated November 22, 2021.

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. <u>ASSIGNMENT</u>. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. <u>REMEDIES</u>. 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

REAL PROPERTY PURCHASE AND SALE AGREEMENT - Page 6 of 10

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. <u>RISK OF LOSS</u>. 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. <u>ATTORNEYS' FEES</u>. 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. <u>NOTICES</u>.

(a) <u>Addresses</u>. 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 c/o Travis Aeschbacher, Mountain Realty Tel: (208)-284-2914 Email: brokerboise@gmail.com
If to Buyer:	Capital City Development Corporation Attn.: John Brunelle, Executive Director Attn.: Mary Watson, General Counsel 121 North 9 th St, Suite 501 Boise, Idaho 83702 Tel.: (208) 384-4264 Email: jbrunelle@ccdcboise.com mwatson@ccdcboise.com

(b) <u>Effective Date of Notices</u>. 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

REAL PROPERTY PURCHASE AND SALE AGREEMENT - Page 7 of 10

a party will also be given to Title Company by regular U.S. Mail or by any other method provided for herein.

17. <u>GOVERNING LAW/JURISDICTION/VENUE</u>. 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. <u>TIME OF ESSENCE</u>. 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. <u>COUNTERPARTS</u>. 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. <u>RECITALS AND EXHIBITS</u>. All recitals and Exhibits to this Agreement are fully incorporated herein and made a part hereof.

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

22. <u>NO JOINT VENTURE</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>SELLER'S ACCEPTANCE</u>. If a fully executed Agreement has not been delivered to the parties by 5:00 p.m. M.S.T. on December 15, 2021, this Agreement shall be deemed revoked and null and void.

[End of Text; Signatures Follow]

EXECUTED EFFECTIVE as of the Effective Date.

SELLER:

BUYER:

ARTIACH PROPERTIES L.P., an Idaho limited partnership

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

By: Miren Artiach

Miren E. Artiach, Manager

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO

By: _____

John Brunelle, Executive Director

Date: ______

Date: _____

ATTACHED: Exhibit A – Legal Description and Property Depiction

<u>EXHIBIT A</u>

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.





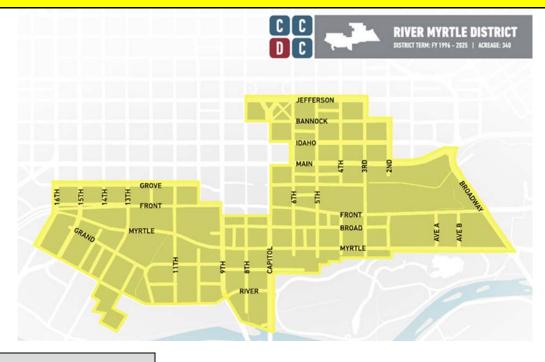
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DATE: December 13, 2021

- 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 <u>opening celebration on August 5</u>. Cost Documentation for approximately \$1.2 million in eligible expenses will be complete as soon as the easement agreement is executed with the City of Boise and reimbursement will begin 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, 176 structured parking spaces, and approximately \$1.3 million in eligible expenses for streetscape improvements and utility upgrades. The developer anticipates receiving a temporary certificate of occupancy this month with full occupancy allowed early 2022. The Agency is coordinating with the developer regarding Cost Documentation. *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. Fifty 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*

PARTICIPATION PROGRAM

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

Type 2: General assistance. Reimbursed by projectgenerated 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 CCDCowned property.

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 streetscape improvements are scheduled to be complete this month. The Agency is coordinating with the developer regarding Cost Documentation. *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 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 <u>Westside District</u>. *Project Lead: Amy Fimbel*

RMOB Closeout Inventory and Analysis: This project will identify locations where streetscape upgrades are needed to address minor deficiencies, deterioration or hazards within the right-of-way. A consultant will be selected in early 2022 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 Construction Manager/General Contractor (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 has responded to the memo and is awaiting a reply from the City. *Project Lead: Karl Woods*

Linen Blocks - W. Grove Street Improvements: This project assesses the Linen Blocks on Grove Street between 10th and 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 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 anticipated to begin winter/spring 2022. *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. The design team will preview draft concept alternatives with the CCDC Board on Dec 13 and partner agencies shortly thereafter. Public outreach on the draft alternatives anticipated in late January 2022. *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 scheduled for the week of December 6, 2021. *Project Lead: Karl Woods*



WESTSIDE DISTRICT



Economic Development

1111 Idaho St - 11th & Idaho Building - PP Type 2: This is a 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.*

1700 W. Main St - Rock Hard Granite Renovation - PP Type 1: 17th & Main LLC recently purchased the building at 1700 W Main, which was home to Rock Hard Granite. The developer is renovating the building to become office space for Cole Architects and continue to lease commercial space to existing and future tenants. The renovation will include streetscape upgrades and replacing the degraded awning. The developer has applied for Type 1 Participation, and the project will present for Designation consideration at the December Board Meeting. *Project Lead: Alexandra Monjar*

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. The 60% design submittal circulated to partner agencies for review in December. Final design anticipated in February 2022 with construction to follow in summer 2022. McAlvain Companies is the Construction Manager/General Contractor (CM/GC) assisting with pre-construction efforts. *Project Lead: Amy Fimbel*

1010 W. Main St - Avery Building - PP Type 3: The Board approved this Type 3 agreement with Avery LLC in November 2021 to reimburse this project renovating the Averyl Tiner building at 1010 W. Main Street for facade restoration, streetscape renovation, and alley and utility improvements. These public improvements are estimated to be approximately \$1.3 million. The completed project will include 39 boutique hotel rooms and 2 restaurant spaces. *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 prepared 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 is complete. *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 Neighborhood 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 St. bike facility improvements north of Franklin St. to Union St. The CCDC project will also contemplate the undergrounding of power and telecommunication lines as well as streetscape improvements along the frontage of several properties. CCDC selected Kittelson & Associations to perform consultant design services. The design team will preview three draft concept alternatives with the CCDC Board on Dec 13 and partner agencies shortly thereafter. Public outreach on the draft alternatives anticipated in late January 2022. *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 North 27th Street and Stewart Avenue. The project will include 65 apartments and 6,000 sq. ft. of ground-floor commercial space with public improvements including stormwater facilities, sidewalks with trees and landscaping, and alley improvements Completion expected late summer 2022 and foundation work is complete. *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 <u>ACHD Fairview and Main Local Streets</u> <u>Plan</u> 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 Street and Fairview Avenue between North 27th Street and North 16th Street. 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 at 27th and Fairview Avenue overlaps with CCDC's Main and Fairview Transit Stations 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

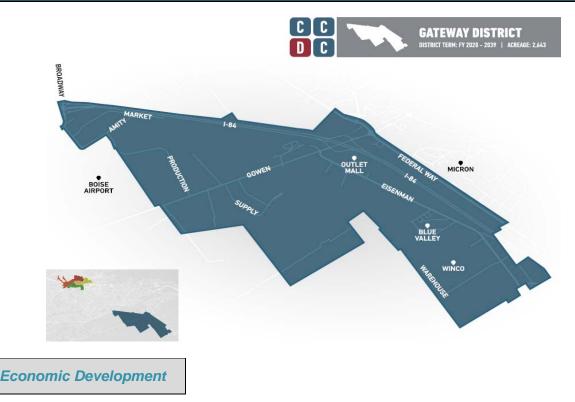


Economic Development

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 Boulevard 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



9100 S. Eisenman Road – PP Type 2: R.L.R. Investments, LLC has built a new regional hub with an estimated total cost of \$9.8 million, which includes three industrial structures totaling over 70,000 sq. ft. 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 pursuing a certificate of occupancy and 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. The project 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 nearly complete and the developer is in early stages of cost documentation. *Project Lead: Alexandra Monjar*

10026 S. Eisenman Road – Mr. Gas 21 – PP Type 2: Lynch Land Development has built Mr. Gas' first Boise location off the Eisenman exit of I-84. The project will include amenities for professional drivers and recreational users. 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. 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 and expected to be complete during winter/spring 2022. *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. Track Utilities started construction November 2 and anticipates being complete by January 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. The new district established with the publication of the ordinance on November 3, 2021, and will have a sunset date of December 31, 2041. *Project Lead: Matt Edmond*

Parking & Mobility

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 is complete for all ParkBOI Garages as of November 25, 2021. *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. Preparation of bid documents is in progress and expected to release out to bid by the end of December, or early January. Anticipated construction start date is early 2022. *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. The project closeout paperwork is in process. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Stairwell Enclosure: The Agency hired Hummel Architects to provide drawings and specifications to enclose the stairwells in order to prevent weather damage and water infiltration. The Agency is seeking bids for the 10th & Front Garage stair enclosure project. Electronic bids are due no later than 3 p.m. on December 16. 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 <u>citygoboise.com</u>. *Project Lead: Matt Edmond*

ParkBOI - 9th & Main Garage, Capitol & Main Garage Waterproofing: 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 final punch list items such as the installation of the rain gutters and caulking is complete as of November 15, and the project is now complete. The project cost was \$782,971. *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	December 20, 2021	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, 17 2021	TBD	November 30, 2022	
Issues/Comments:	New property manager for the Aspen lofts is BCPM		

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 ^h & 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:		

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VI. ADJOURN



END