



**BOARD
OF
COMMISSIONERS
MEETING
March 14, 2022**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
March 14, 2022, 12 p.m.

Virtual attendance is strongly encouraged.

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

A G E N D A

I. CALL TO ORDER Vice Chair Haney-Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS Vice Chair Haney-Keith

III. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – February 2022

B. Minutes and Reports

1. Approval of February 14, 2022 Meeting Minutes

C. Other

1. Approve Resolution 1752 - 2525 W Fairview - St. Luke's Health System LTD - T4 Participation Agreement
2. Approve Resolution 1751 - Amendment 4 to Task Order 19-004, Jensen Belts Associates Professional Design Services for the 11th Street Bikeway and Streetscape Improvements Project
3. Approve Resolution 1748 - Trailhead: Amendment 1 to the Entrepreneurship Consulting Agreement with City of Boise and Actuate Boise Inc.
4. Approve Resolution 1749 - Trailhead: Renewal of Commercial Lease Agreement for 500 S. 8th Street, Boise
5. Approve Resolution 1754 – Records Destruction
6. FY2022 Q1 Financial Report (Unaudited)

IV. ACTION ITEM

A. PUBLIC COMMENT: Proposed Parking Rate Adjustments (20 min) Matt Edmond

B. CONSIDER: Approve Resolution 1750 - Approval of Parking Rate Adjustments (5 min)..... Matt Edmond

C. CONSIDER: Approve Resolution 1755 - Block 68 Catalytic Redevelopment Project – Agreement to Negotiate Exclusively with Block 68 Development LLC (10 minutes) .. Alexandra Monjar/Doug Woodruff

D. CONSIDER: 150 S. 5th Street - CW Moore Park - T4 Participation Designation (10 minutes)
..... Karl Woods/Sara Arkle, Boise Parks and Recreation Department

E. CONSIDER: Approve Resolution 1753 - ParkBOI Handrail and Guardrail - Rebid Project (10 minutes)
..... Kathy Wanner/Aaron Nelson

F. CONSIDER: 2021 Annual Report (5 minutes)John Brunelle

G. PUBLIC COMMENT: 2021 Annual Report Vice Chair Haney-Keith

V. ADJOURN

This meeting will be conducted in compliance with Idaho Open Meetings Law and will allow both in-person and virtual attendance. This meeting is being conducted in a location accessible to those with physical disabilities. Attendees may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 2/1/2022 through 2/28/2022

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/18/2022	85,000.00
Payroll:			
Total Debt Payments:			85,000.00
PERSI	Retirement Payment	2/9/2022	20,294.90
EFTPS - IRS	Federal Payroll Taxes	2/9/2022	13,644.24
Idaho State Tax Commission	State Payroll Taxes	2/9/2022	1,924.00
CCDC Employees	Direct Deposits Net Pay	2/9/2022	35,247.40
PERSI	Retirement Payment	2/23/2022	19,049.23
EFTPS - IRS	Federal Payroll Taxes	2/23/2022	13,918.24
Idaho State Tax Commission	State Payroll Taxes	2/23/2022	2,005.00
CCDC Employees	Direct Deposits Net Pay	2/23/2022	36,138.07
Total Payroll Payments:			142,221.08
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	February 2022	682,250.43

Total Cash Disbursements: **\$ 909,471.51**

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

Joey Chen
Finance Director

3/4/2022
Date

John Brunelle
Executive Director

3/4/2022
Date

Report Criteria:

Detail report type printed

Vendor.Vendor Number = 1-4171,4173-5000

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4182	A. W. Rehn & Assoc Inc	IN000015561	COBRA Notice	12/31/2021	25.00	64130	02/28/2022
	Total 4182:				25.00		
4136	Abbey Louie LLC	257	Management Training FY2	01/31/2022	4,000.00	12329	02/24/2022
	Total 4136:				4,000.00		
4082	Acme Fast Freight	1600009478	11th & Front garage CAM e	02/03/2022	2,548.76	12330	02/24/2022
	Total 4082:				2,548.76		
3659	Ada County	JAN22 AC	Jan 2022 Master Ground	01/31/2022	12,309.75	64131	02/28/2022
		JAN22 AC	Jan 2022 Surplus Ground	01/31/2022	14,389.00	64131	02/28/2022
	Total 3659:				26,698.75		
1058	Ada County Highway Distri	17040-1	2020 Downtown Boise Impl	12/31/2021	12,864.95	64132	02/28/2022
	Total 1058:				12,864.95		
3493	Arbitrage Compliance Spec	G7491	Arbitrage Rebate Calculati	01/31/2022	700.00	12331	02/24/2022
		G7491	Arbitrage Rebate Calculati	01/31/2022	2,100.00	12331	02/24/2022
	Total 3493:				2,800.00		
1316	Blue Cross of Idaho	2200500034	Health Insurance - Feb 202	02/01/2022	24,059.18	64110	02/01/2022
	Total 1316:				24,059.18		
1385	Boise City Utility Billing	X1177 FEB 2	848 Main St # 0447416001	02/01/2022	9.24	12358	02/28/2022
	Total 1385:				9.24		
4022	Boxcast Inc	B57F3A3-00	storage fees	02/03/2022	28.35	12332	02/24/2022
	Total 4022:				28.35		
4190	BrandCraft	2950-1	Search Console Integration	01/17/2022	450.00	12333	02/24/2022
		2998	ParkBOI Website Maintena	01/17/2022	170.00	12333	02/24/2022
		3092	ParkBOI Website Promo B	01/31/2022	450.00	12333	02/24/2022
	Total 4190:				1,070.00		
3816	Capitol Landscape Inc.	020122	Excavate trees 8th & tree g	01/22/2022	450.00	12334	02/24/2022
		021422 WS	10th & Capital repair paver	02/14/2022	590.00	12334	02/24/2022
	Total 3816:				1,040.00		
3712	Car Park	DEC2021	10th & Front - Grove	12/31/2021	34,658.34	12348	02/25/2022
		DEC2021	9th & Front - City Centre	12/31/2021	42,067.90	12348	02/25/2022
		DEC2021	9th & Main - Eastman	12/31/2021	26,050.04	12348	02/25/2022
		DEC2021	Cap & Main - Cap Terrace	12/31/2021	33,811.66	12348	02/25/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		DEC2021	Cap & Myrtle - Myrtle	12/31/2021	20,141.68	12348	02/25/2022
		DEC2021	9th & Front - refunds	12/31/2021	157.98	12348	02/25/2022
		DEC2021	9th & Main - refunds	12/31/2021	104.43	12348	02/25/2022
		DEC2021	10th & Front - refunds	12/31/2021	146.92	12348	02/25/2022
		DEC2021	Cap & Main - refunds	12/31/2021	163.88	12348	02/25/2022
		DEC2021	Cap & Myrtle - refunds	12/31/2021	92.79	12348	02/25/2022
Total 3712:					157,395.62		
1556	Caselle Inc.	114262	Contract support - Feb 202	02/01/2022	840.00	64111	02/01/2022
Total 1556:					840.00		
1595	City of Boise	IL1842	Downtown Core Maint - R	02/04/2022	2,088.45	64133	02/28/2022
		IL1842	Downtown Core Maint - W	02/04/2022	1,512.33	64133	02/28/2022
		IL1850	Trash - RMOB	02/01/2022	621.64	64133	02/28/2022
		IL1850	Trash - WS	02/01/2022	306.18	64133	02/28/2022
Total 1595:					4,528.60		
4116	Civil Survey Consultants In	20015-13	Production Street and Gow	01/31/2022	924.00	12335	02/24/2022
		21045-04	Eisenman Interim Improve	01/31/2022	937.00	12335	02/24/2022
Total 4116:					1,861.00		
3947	Crane Alarm Service	91068	Fire Alarm System - servic	01/20/2022	125.00	64134	02/28/2022
		91310	Fire Alarm System - Monito	02/01/2022	25.00	64134	02/28/2022
		92137	Fire Alarm System - servic	02/01/2022	551.25	64134	02/28/2022
Total 3947:					701.25		
1838	Elam & Burke P.A.	194431	Units 401/102 Civic Partner	01/31/2022	660.85	12349	02/25/2022
		194432	Parking Matters	01/31/2022	3,875.75	12349	02/25/2022
		194433	Shoreline URD	01/31/2022	1,026.20	12349	02/25/2022
		194434	State Street Plan	01/31/2022	2,737.50	12349	02/25/2022
		194436	Block 68	01/31/2022	6,166.95	12349	02/25/2022
		194437	River Myrtle Amendment	01/31/2022	2,312.50	12349	02/25/2022
		194438	101-0 General	01/31/2022	845.95	12349	02/25/2022
		194439	River Myrtle Implement Act	01/31/2022	1,192.80	12349	02/25/2022
		194440	URD Legislation	01/31/2022	26.20	12349	02/25/2022
Total 1838:					18,844.70		
1982	GGLO LLC	06	RMOB Linen Blocks on Gr	01/31/2022	66,870.00	12350	02/25/2022
		06	WS Linen Blocks on Grove	01/31/2022	54,142.00	12350	02/25/2022
Total 1982:					121,012.00		
4115	HDR Engineering Inc	1200410133	Main & Fairview Transit Sta	01/31/2022	5,731.58	12351	02/25/2022
Total 4115:					5,731.58		
3810	Hummel Architects PLLC	10152	ParkBOI-Stairwell Hand Ra	01/31/2022	437.50	12336	02/24/2022
Total 3810:					437.50		
2165	Idaho Power	6607 JAN22	9th St outlets #220040660	01/31/2022	4.17	12328	02/18/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		7995 JAN22	9th & State # 2201627995	01/31/2022	8.77	12327	02/17/2022
		WO 2757807	8th Street, State to Franklin	02/02/2022	3,120.00	64135	02/28/2022
	Total 2165:				3,132.94		
3900	Idaho Records Manageme	0148616	Records Storage	01/31/2022	74.82	12337	02/24/2022
		0148616	Records Delivery	01/31/2022	81.90	12337	02/24/2022
	Total 3900:				156.72		
2288	Jensen Belts Associates	2114-8	11th Street Bikeway & Stre	01/31/2022	38,322.50	12352	02/25/2022
		2114-8	11th Street Bikeway & Stre	01/31/2022	4,200.00	12352	02/25/2022
	Total 2288:				42,522.50		
2360	Kittelson & Associates Inc.	0123276	8th St Improvements, State	12/31/2021	22,724.75	12353	02/25/2022
	Total 2360:				22,724.75		
3950	McAlvain Construction Inc.	1210106.1	WS Preconstruction	01/31/2022	3,801.31	12338	02/24/2022
	Total 3950:				3,801.31		
2186	McClatchy Company LLC	91388	Legal Notice	01/31/2022	395.00	12339	02/24/2022
	Total 2186:				395.00		
2774	Pro Care Landscape Mana	42156	Landscape Maintenance -	01/31/2022	270.00	12340	02/24/2022
	Total 2774:				270.00		
2798	Quadrant Consulting Inc.	11938	State Street Streetscape (01/31/2022	1,216.00	12341	02/24/2022
	Total 2798:				1,216.00		
3896	Rim View LLC	FEB2022	Monthly Rent - Trailhead F	02/01/2022	15,250.00	64112	02/01/2022
	Total 3896:				15,250.00		
3796	Scheidt & Bachmann USA I	46633	Dec 2022 Merchant Fees	12/31/2021	824.48	12342	02/24/2022
		46932	Jan 2022 Merchant Fees	01/31/2022	750.06	12342	02/24/2022
	Total 3796:				1,574.54		
3974	Stability Networks Inc.	38411	Dell Desktop	01/28/2022	930.70	12343	02/24/2022
		38469	IT Services - FY2022	01/31/2022	3,300.00	12343	02/24/2022
		38539	Cisco Subscription	01/31/2022	5.84	12343	02/24/2022
		38539	AppRiver SecureTide	01/31/2022	89.00	12343	02/24/2022
		38539	M365 Apps for Business	01/31/2022	148.25	12343	02/24/2022
		38539	Cloud Backup	01/31/2022	495.00	12343	02/24/2022
	Total 3974:				4,968.79		
4109	Syringa Networks LLC	20339 FEB2	internet & data - february 2	02/01/2022	646.69	64136	02/28/2022
	Total 4109:				646.69		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4045	Terracon Consultants Inc	TG22661	Phase 1 environmental ass	01/13/2022	2,250.00	12344	02/24/2022
Total 4045:					2,250.00		
3831	The Land Group Inc.	0147563	Fulton St Improvements, 9t	01/31/2022	6,160.00	12354	02/25/2022
Total 3831:					6,160.00		
4074	The Potting Shed	20261	Interior Plant Maint.	01/31/2022	65.00	64138	02/28/2022
Total 4074:					65.00		
4048	TMC Inc.	2201-001	10th & Front CMU Wall Re	02/17/2022	7,279.00	64139	02/28/2022
Total 4048:					7,279.00		
3170	Treasure Valley Coffee Inc	2160-080606	Water & Cooler Rental	02/01/2022	76.00	64140	02/28/2022
Total 3170:					76.00		
3233	United Heritage	02014-001 F	Disability insurance - Feb 2	02/01/2022	1,261.91	64141	02/28/2022
Total 3233:					1,261.91		
3835	US Bank - Credit Cards	01.25.2022	Recruitment Expenses	01/25/2022	15.00	12326	02/14/2022
		01.25.2022	Voice, data & webhosting s	01/25/2022	121.64	12326	02/14/2022
		01.25.2022	Office Supplies	01/25/2022	1,267.52	12326	02/14/2022
		01.25.2022	Computer & Software	01/25/2022	1,069.68	12326	02/14/2022
		01.25.2022	postage	01/25/2022	126.00	12326	02/14/2022
		01.25.2022	Dues & Subscriptions	01/25/2022	110.00	12326	02/14/2022
		01.25.2022	Personnel Training (Local)	01/25/2022	370.99	12326	02/14/2022
		01.25.2022	Local meetings & Transport	01/25/2022	15.00	12326	02/14/2022
		01.25.2022	Professional Services Gen	01/25/2022	907.45	12326	02/14/2022
		01.25.2022	Office furniture & Equipme	01/25/2022	265.00	12326	02/14/2022
					78.80	12326	02/14/2022
Total 3835:					4,347.08		
4068	Veritas Material Consulting	1738	Capitol & Main Condition A	02/01/2022	15,825.00	12355	02/25/2022
Total 4068:					15,825.00		
3997	Wash Worx	INV-001008	bench repair-WS	01/24/2022	1,000.00	12345	02/24/2022
		INV-001013	bench repair-WS	01/28/2022	1,000.00	12345	02/24/2022
		INV-001015	bench repair-WS	01/31/2022	1,000.00	12345	02/24/2022
		INV-001016	bench repair-WS	02/11/2022	1,000.00	12345	02/24/2022
Total 3997:					4,000.00		
3365	Westerberg & Associates	254	Legislative Advisement Ser	01/31/2022	5,000.00	12356	02/25/2022
Total 3365:					5,000.00		
3398	Wright Brothers	21216-04	Main & Fairview Transit Sta	01/31/2022	151,630.45	12357	02/25/2022
Total 3398:					151,630.45		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3990	Xerox Corporation	015445526	Copier Lease	01/31/2022	288.73	12346	02/24/2022
Total 3990:					288.73		
4158	Zoom Video Communicatio	INV13263116	video conference service a	02/01/2022	911.54	12347	02/24/2022
Total 4158:					911.54		
Grand Totals:					682,250.43		

Report Criteria:

Detail report type printed

Vendor.Vendor Number = 1-4171,4173-5000

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
February 14, 2022

I. CALL TO ORDER:

Board Members appeared remotely, as did John Brunelle, Executive Director, Alexandra Monjar, Project Manager - Property Development, Karl Woods, Senior Project Manager – Capital Improvements, Amy Fimbel, Project Manager – Capital Improvements, Joey Chen, Finance & Administration Director, Kathy Wanner, Contracts Manager, Aaron Nelson, Parking & Facilities Manager, and Agency legal counsel, Ryan Armbruster.

Joey Chen, Finance & Administration Director, and Sandra Lawrence, Executive Assistant, were present at the CCDC physical office location.

There were no 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.

Tiam Rastegar, Trailhead, joined the meeting remotely.
Kevin Smith, Eide Bailly, joined the meeting remotely.

Present via Zoom: Chair Dana Zuckerman, Commissioner Lauren McLean, Commissioner David Bieter, Commissioner Gordon Jones, Commissioner Latonia Haney-Keith, Commissioner Danielle Hurd, and Commissioner John Stevens.

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

Chairman Zuckerman convened the meeting with a quorum at 12:01 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. WORK SESSION

A. Trailhead Annual Report

Tiam Rastegar, Trailhead, gave a report.

B. Old Boise Blocks on Grove Street Neighborhood Investment Update

Karl Woods, Senior Project Manager – Capital Improvements, gave a report.

C. Linen Blocks on Grove Street Streetscapes Improvement Concept Design

Amy Fimbel, Project Manager – Capital Improvements, gave a report.

IV. ACTION ITEMS: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – January 2022

B. Minutes and Reports

1. Approval of January 18, 2022 Meeting Minutes

C. Other

1. Approve Resolution 1740 - 1001 E Gowen Road - AZEK - T2 Participation Agreement
2. Approve Resolution 1744 - 951 E Gowen Road - Red River Logistics and Commerce Centers - T2 Participation Agreement
3. Approve Resolution 1743 - 9th Street and Bannock Street Intersection Geothermal Repairs - T4 Participation Agreement
4. Approve Resolution 1741 - Transfer of Permanent Public Records to the City of Boise
5. Approve Resolution 1745 - Amendment 3 to Task Order 19-003, Jensen Belts Associates Professional Design Services for the Old Boise Blocks on Grove Street
6. Approve Resolution 1747 - Amendment 1 to Task Order 19-002, GGLO Professional Design Services for the Linen Blocks on Grove Street Streetscapes Project
7. Reject Bids - ParkBOI Handrails and Guardrails Project

Commissioner Haney-Keith made a motion to approve the Consent Agenda.

Commissioner McLean seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner McLean - Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

IV. ACTION ITEMS

A. CONSIDER: Annual Independent Audit of FY 2021 Financial Statements

Kevin Smith, Eide Bailly, gave a report.

Commissioner Haney-Keith moved to accept independent Eide Bailly's report of the Agency's Fiscal Year 2021 financial statements and authorize staff to deliver the audit report to all required entities.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner McLean - Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

B. CONSIDER: Approve Resolution 1746 - Interagency Agreement with ACHD for Design Services on Linen Blocks on Grove Street Streetscapes Project

Amy Fimbel, Project Manager - Capital Improvements, gave a report.

Commissioner Haney-Keith moved to adopt Resolution 1745 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the Agency's Linen Blocks on Grove Street Streetscapes Improvement Project.

Commissioner Hurd seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner McLean - Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

C. CONSIDER: 1655 W Fairview Ave - Offices at Fairview and Main - T1 Participation Designation

Alexandra Monjar, Project Manager - Property Development, gave a report.

Commissioner Haney-Keith moved to direct staff to negotiate a final Type 1 Participation Agreement with Fairview Partners LLC for future board approval.

Commissioner Hurd Seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner McLean - Aye

Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

D. CONSIDER: Approve Resolution 1742 - Parking Garage Membrane Replacement and Maintenance Project

Kathy Wanner, Contracts Manager, Aaron Nelson, Parking & Facilities Manager, gave a report.

Commissioner Haney-Keith moved to adopt Resolution No. 1742 recognizing Consurco, Inc. as the lowest responsive bidder; awarding the Parking Garage Membrane Replacement and Maintenance Project contract to Consurco, Inc. for the total Bid amount of \$394,542; and authorizing the Executive Director to execute the contract and expend funds.

Commissioner Bieter Seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner McLean - Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

IV. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Haney-Keith to adjourn the meeting. Commissioner McLean 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 McLean - Aye
Commissioner Stevens - Aye
Commissioner Zuckerman - Aye

The motion carried 7-0

The meeting adjourned at 1:14 pm.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 14th DAY OF MARCH 2022.

Latonia Haney-Keith, Vice Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: 2525 W. Fairview Avenue – 27 th & Fairview Transit Station – Type 4 Capital Improvement Project Coordination Agreement		Date: March 14, 2022
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution 1752 2) Type 4 Capital Improvement Project Coordination Agreement with St. Luke's Health System	
Action: Adopt Resolution 1752 approving the Type 4 Capital Improvement Project Coordination Agreement with St. Luke's Health System and authorizing the Executive Director to execute the agreement.		

Background:

2525 W. Fairview Avenue is a project from St. Luke's Health System in the 30th Street District. The construction of this project overlaps with CCDC's planned Capital Improvement Project to construct transit stations in the Main and Fairview rights of way. CCDC determined that it is in the public interest to enter into a Type 4 Agreement with St. Luke's Health System for the station planned for 27th Street and Fairview Avenue and the Board designated this project for Participation in June 2021.

This Type 4 Participation Agreement sub-contracts St. Luke's Health System to construct the transit station at 27th and Fairview according to drawings provided by CCDC. This agreement will allow St. Luke's to integrate the transit station with the storm water management infrastructure for their project and allows for more efficient construction of these public improvements. St. Luke's plans to construct the transit station in the summer of 2022.

Fiscal Notes:

The costs to construct this station are estimated to be \$176,155. CCDC's CIP and budget has set aside \$200,000 as part of the Main & Fairview Transit Stations project for this Agreement in FY2022.

Staff Recommendation:

Approve and authorize staff to execute the Type 4 Capital Improvement Project Coordination Agreement for 27th and Fairview Transit Improvements.

Suggested Motion:

I move to adopt Resolution 1752 approving the Type 4 Capital Improvement Project Coordination Agreement with St. Luke's Health System and authorizing the Executive Director to execute the Agreement.

RESOLUTION NO. 1752

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND ST. LUKE'S HEALTH SYSTEM, LTD., FOR TRANSIT INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 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 Agency Board has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies; and,

WHEREAS, St. Luke's Health System, LTD., owns or controls real property addressed as 2525 West Fairview Avenue, Boise, that it plans to redevelop into a medical facility (the "Project"); and,

WHEREAS, the Agency developed plans to improve public transit facilities along Fairview Avenue, including adjacent to the Project with the construction of a raised transit island and accessible pedestrian ramps, and installation of a new signalized pedestrian crossing at N. 27th Street and W. Fairview Avenue (the "Public Improvements"); and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 4 Capital Improvement Contribution Agreement and exhibits thereto ("Agreement") with St. Luke's Health System, LTD., whereby St. Luke's Health System, LTD., will construct the Public Improvements and the Agency will reimburse certain expenses for St. Luke's Health System, LTD., to construct the Public Improvements as specified in the Agreement; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Type 4 Agreement with St. Luke's Health System, LTD., a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with St. Luke's Health System, LTD., and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 14, 2022, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION AND

ST LUKE'S HEALTH SYSTEM, LTD.

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation ("**CCDC**" or "**Agency**"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and St. Luke's Health System, LTD., an Idaho non-profit corporation ("**Participant**"), collectively referred to as "**Parties**" and each individually as "**Party**."

RECITALS

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

B. Participant owns or controls certain real property addressed as 2525 West Fairview Avenue, Boise, Idaho (the "**Project Site**"), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site an orthopedic facility (collectively, the "**Project**").

C. The CCDC Board of Commissioners has adopted the Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "**Eligible Expenses**"). The Participation Program Policy includes the Type 4 – Capital Improvement Program under which CCDC initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies.

D. CCDC developed plans to improve public transit facilities adjacent to the Project with the construction of a raised transit island and accessible pedestrian ramps, and installation of a new signalized pedestrian crossing at N. 27th Street and W. Fairview Avenue (the "**Transit Infrastructure Improvements**"). The Transit Infrastructure Improvements are more accurately depicted on attached **Exhibit B**.

E. As provided further in this Agreement, Participant agrees to construct the Transit Infrastructure Improvements in accordance with the plans provided by CCDC and to receive reimbursement of Eligible Expenses, defined below.

F. The Project is located in the 30th Street Urban Renewal District ("**30th Street District**") as defined by the 30th Street District Plan (the "**Plan**").

G. CCDC has determined that it is in the public interest to enter into the Agreement with Participant, whereby Participant will construct the Transit Infrastructure Improvements and CCDC will reimburse Participant for the cost of the work performed by Participant's contractor as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

H. CCDC has prepared construction documents for the Transit Infrastructure Improvements ("**Transit Station Construction Documents**"). CCDC has agreed to provide Participant with copies of the Transit Station Construction Documents and retain their Engineer of Record who will be available to Participant for construction support until the Transit Infrastructure Improvements are complete.

I. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Transit Infrastructure Improvements, the cost estimates for which are attached on **Exhibit C** ("**Eligible Expenses**").

AGREEMENT

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

1. **Effective Date; Term.** The effective date ("**Effective Date**") of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). The Agreement Term shall commence on the Effective Date and continue until: (1) all obligations of each Party are complete; or (2) September 30, 2023, whichever comes first. If Completion of the Transit Infrastructure Improvements has not been reached by September 30, 2023, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section 9 below, terminate this Agreement without penalty. Provided Participant is diligently constructing the Transit Infrastructure Improvements, upon written request from Participant to CCDC, CCDC shall grant one (1) extension for a period not to exceed six (6) months.

"**Completion**" shall mean "**Final Completion**", when the work on the Transit Infrastructure Improvements is fully and finally complete according to the Transit Station Construction Documents, as confirmed by CCDC, Valley Regional Transit ("**VRT**"), and the Ada County Highway District ("**ACHD**").

2. **Construction of the Transit Infrastructure Improvements.** Participant agrees to construct the Transit Infrastructure Improvements consistent with the following:

- a. The Transit Infrastructure Improvements shall be constructed in accordance with the drawings, technical specifications, special provisions and design standards and with

the applicable jurisdictional permitting requirements.

- a. CCDC shall obtain all necessary approvals, permits, or agreements required by City, ACHD, Idaho Transportation Department, and other governmental entities having approval authority for the Transit Infrastructure Improvements (“**Approving Entities**”), with the exception that Participant shall obtain any road closure permits required for construction. CCDC shall reimburse Participant for any costs associated with such permit(s) in accordance with the process outlined in Section 6 of this Agreement. Participant shall keep CCDC advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement. The Transit Infrastructure Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.

The Parties agree that the Transit Infrastructure Improvements are depicted on **Exhibit B**, with estimated cost details described on **Exhibit C**. Any other public improvements that are constructed by Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount as determined per the process outlined in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Transit Infrastructure Improvements. The reimbursement payment to Participant by CCDC shall be made pursuant to Section 7. CCDC acknowledges that the Eligible Expenses attached as **Exhibit C** is an estimate by Participant’s general contractor and that actual total costs, as well as each line item of cost for the Transit Infrastructure Improvements, may be more or less than is shown on **Exhibit C**. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Eligible Expenses, even if the actual cost is greater than the Eligible Expenses.

4. **Review of Construction Bids.** Upon CCDC’s request, CCDC shall have the right and the opportunity to review Participant’s bids for the Transit Infrastructure Improvements identified in **Exhibit B**. Participant will utilize commercially reasonable contracting and bidding practices to ensure that the Transit Infrastructure Improvements are constructed consistent with the Transit Station Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 4, Participant shall be presumed to have utilized commercially reasonable contracting and bidding practices if its general contractor solicits or solicited competitive bids for the Transit Infrastructure Improvements and such work is not performed by an affiliate or subsidiary of Participant.

5. **Notification of Completion: Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC, VRT, and ACHD to determine if the Transit Infrastructure Improvements meet the requirements of the Transit Station Construction Documents and this Agreement. Following a satisfactory inspection by CCDC, VRT, and ACHD, CCDC shall provide Participant with written confirmation that the Transit Infrastructure Improvements have been completed in compliance with the Transit Station Construction Documents and this Agreement. If such inspection identifies issues or deficiencies that CCDC or the Approving Entities shall require to be addressed, then CCDC shall provide Participant with written notice of such, and Participant shall have a reasonable period of time to work with its contractor to complete and correct such issues or deficiencies.

6. **Determining Actual Eligible Costs.** Upon CCDC’s acceptance of the Transit

Infrastructure Improvements, Participant shall provide appropriate documentation (“**Cost Documentation**”) to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Transit Infrastructure Improvements is complete and shall include:

- a. An updated schedule of values that includes line items for the improvements approved by CCDC for reimbursement so they are identifiable separate from other line items (“**Schedule of Values**”).
- b. Invoices marked as paid from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g., concrete, railing, asphalt, stormwater infrastructure). Invoices shall specify quantities and unit costs of installed materials, and reflect either costs specific to the Transit Infrastructure Improvements or, at St. Luke’s option, a percentage estimate of how much installed material was used for the Transit Infrastructure Improvements in comparison to the amount used for the remainder of the Project.
- c. Explanation of any significant deviation between the Eligible Expenses in **Exhibit C**, and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.
- e. An affidavit by Participant that all requested reimbursement expenses are for Eligible Expenses within the public right-of-way, that all materials have been paid for, that all subcontractors have been paid, and that no liens exist on the work completed.

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

Within thirty (30) days of CCDC’s receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC’s acceptance or rejection of the Cost Documentation and CCDC’s determination of the “**Actual Eligible Costs**” to be reimbursed. CCDC shall determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the estimated Eligible Expenses in **Exhibit C**. PARTICIPANT ACKNOWLEDGES CCDC WILL NOT REIMBURSE PARTICIPANT FOR AN AMOUNT GREATER THAN THE TOTAL ESTIMATED ELIGIBLE EXPENSES DESCRIBED IN **EXHIBIT C**.

If Participant disagrees with CCDC’s calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) days of Participant’s receipt of CCDC’s acceptance or rejection of the Cost Documentation explaining why Participant believes CCDC’s calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) days with a revised amount for the

Actual Eligible Costs or notify Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS DISCRETION, to be exercised in a commercially reasonable manner. Provided, however, any dispute over the Actual Eligible Costs is subject to Section 23 Dispute Resolution, herein.

7. **Reimbursement Schedule; Conditions Precedent to CCDC's Reimbursement Obligation.** CCDC agrees to reimburse Participant in the amount as determined in compliance with Section 6, no later than forty-five (45) days after completion of all of the following:

- a. CCDC is reasonably satisfied that the Approving Entities recognize and agree that the Transit Infrastructure Improvements have reached Final Completion.
- b. CCDC provides written confirmation to Participant that the Transit Infrastructure Improvements have been completed in compliance with this Agreement and has approved the Cost Documentation.

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

8. **Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the 30th Street District or any other urban renewal plan area, including, but not limited to, revenue from any "**Revenue Allocation Area**" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including, but not limited to, revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders; provided, however, that CCDC (a) shall not grant any other person or entity a security interest in CCDC's tax increment revenues for the 30th Street District, except as may be related to loans, issuance of credit, or the issuance of bonds related to the maintenance, operation, or purchase of parking facilities or any other urban renewal project; (b) except as permitted in the previous clause, shall not enter into any agreement committing the tax increment generated from or relating to the Project to any other person or entity; and (c) shall not, without prior notice to Participant, modify the Plan in such a way as would (i) adversely affect the implementation of the Plan, (ii) adversely affect the ability of CCDC to obtain revenue anticipated under the Plan, or (iii) result in the resetting of the base value of the properties that are subject to the plan. Upon reasonable request from the Participant, CCDC will provide updates on the availability of funds for the reimbursement contemplated by this Agreement and the most recently adopted annual budget for the 30th Street District.

9. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement; unless such Party, prior to expiration of said 45-day period (ten-days in the event of failure to pay money), has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting Party may do the following, subject to Section 23 below:

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

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

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

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

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

If to Participant: Steve Sell, Dir. Planning Design & Construction
 St. Luke's Health System LTD.
 190 E Bannock Street
 Boise, ID 83712
 sells@slhs.org

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbrunelle@ccdcb Boise.com

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term “**Receipt**” shall mean the earlier of any of the following:

- a. date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. date of actual receipt of the notice or other document by the person or entity specified above; or
- c. in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - i. date of the attempted delivery or refusal to accept delivery,
 - ii. date of the postmark on the return receipt, or
 - iii. date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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

15. **Inspection of Books and Records.** CCDC has the right, upon not less than seventy-two (72) hours’ notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Transit Infrastructure Improvements. No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that the Participant’s documents, records, plans, and information in any form related to the Project or Transit Infrastructure Improvements shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

16. **Indemnification.** Participant shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as “**Claim**”), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the

construction or design of the Transit Infrastructure Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC, shall, at Participant's expense, resist or defend such claim, action, or proceeding. Participant shall have no obligation to indemnify, defend, or hold CCDC and/or its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC and/or its respective officers, agents, or employees. Participant's obligation under this Section 16 shall survive the termination of this Agreement for two (2) years following the completion of the Transit Infrastructure Improvements.

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

- a. Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$1,000,000 property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Transit Infrastructure Improvements.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force and that the waivers of subrogation are in force. Participant shall also provide, with its

certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in this Agreement.

18. **Antidiscrimination During Construction.** Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, Participant will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, sexual orientation, gender identity, marital status, ancestry, or national origin.

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

20. **Maintenance.** Participant acknowledges and agrees CCDC has no obligations to maintain the Transit Infrastructure Improvements or any other maintenance obligations under this Agreement.

21. **Promotion of Transit Infrastructure Improvements.** Participant agrees CCDC may promote the Transit Infrastructure Improvements and CCDC's involvement with the Transit Infrastructure Improvements. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Transit Infrastructure Improvements. CCDC agrees Participant may promote the Transit Infrastructure Improvements and Participant's involvement with the Transit Infrastructure Improvements. Neither Party shall use the other Party's trade names, service marks, or logos for advertising purposes without the prior, express written consent of the other Party.

22. **Warranty.** Participant warrants that the materials and workmanship employed in the construction of the Transit Infrastructure Improvements shall be new and of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after completion of the Transit Infrastructure Improvements.

23. **Dispute Resolution.** In the event that a dispute arises between CCDC and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

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

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

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

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

End of Agreement; signatures appear on the following page.

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

CCDC:

**The Urban Renewal Agency of Boise City, Idaho,
a public body, corporate and politic, also known as
Capital City Development Corporation**

By _____
John Brunelle, Executive Director

Date: _____

PARTICIPANT:

**St. Luke's Health System, LTD.
an Idaho non-profit corporation**

By _____
Steve Sell
Dir. Planning, Design & Construction

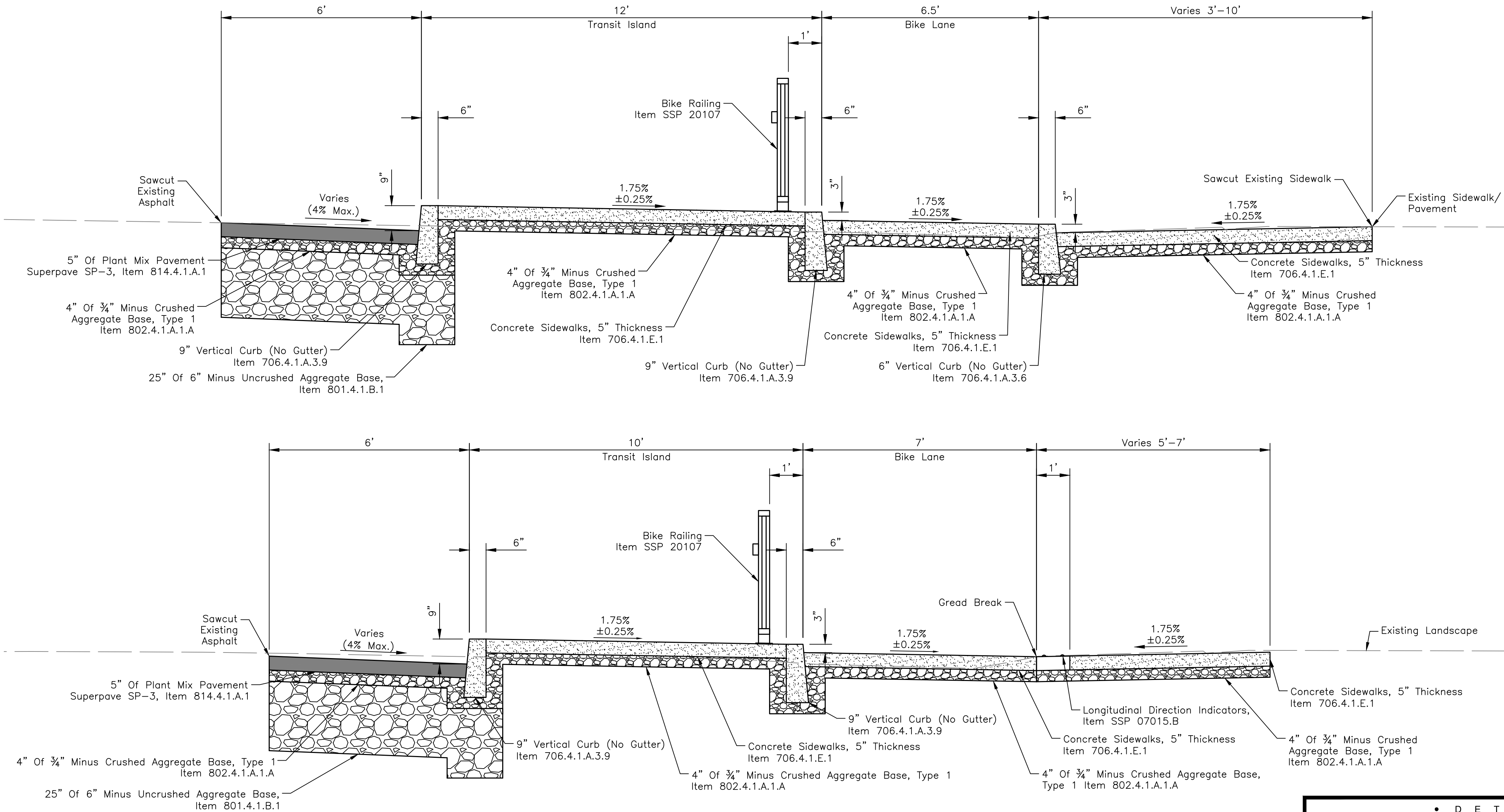
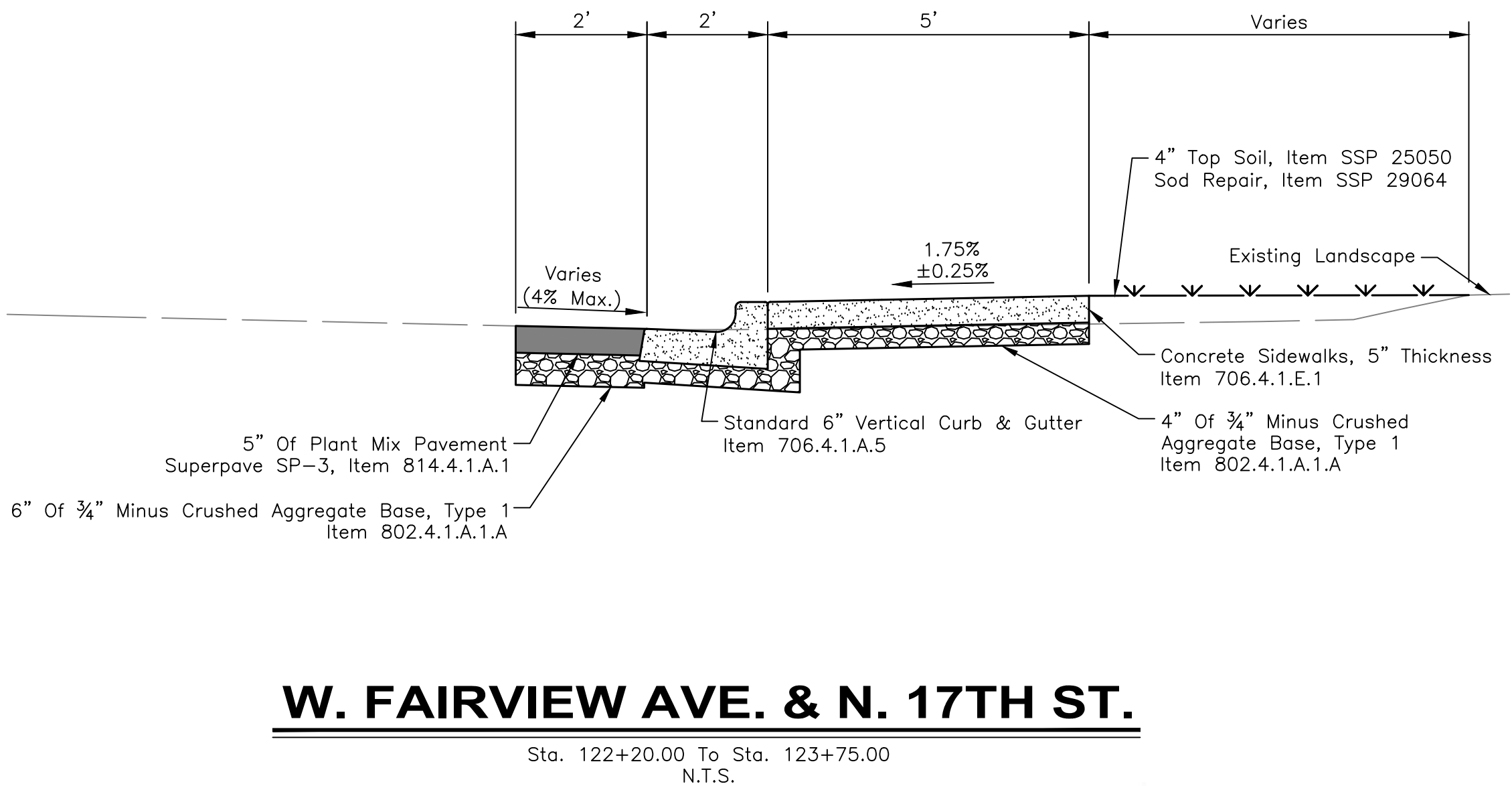
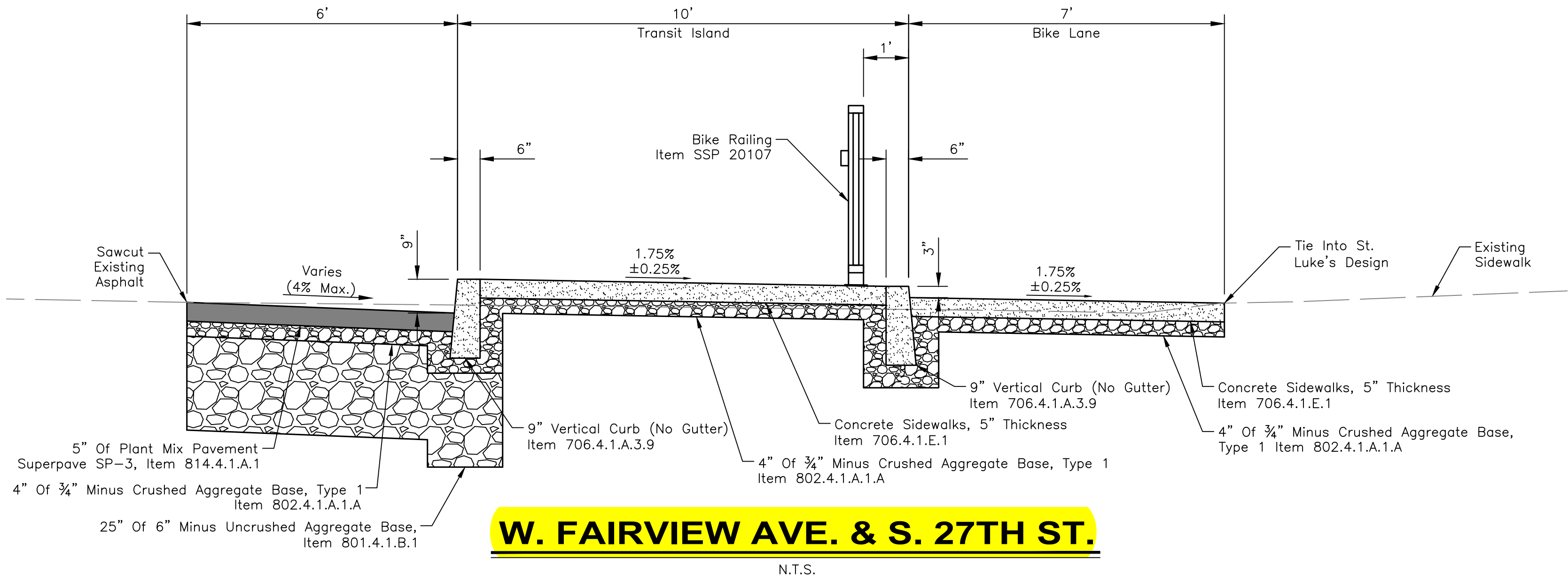
Date: 3/1/2022

Exhibit A: Project Site



Exhibit B: Transit Infrastructure Improvements

[Exhibit appears on the following six (6) pages]



W. FAIRVIEW AVE. & N. 17TH ST.
Sta. 122+20.00 To Sta. 123+75.00
N.T.S.

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY *Bill Gall* DATE 08/06/2021
ADA COUNTY HIGHWAY DISTRICT

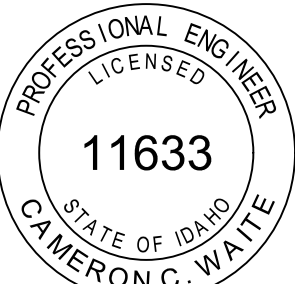
W. FAIRVIEW AVE. & S. 24TH ST.
N.T.S.

NOTES

- Actual Field Conditions During Trenching May Require Additional Pavement Repair Beyond The Limits Shown On The Plans. The Following Conditions Are Listed In Section 6000 Of The ACHD Policy Manual.
1. All Asphalt Match Lines For Pavement Repair Shall Be Parallel To The Centerline Of The Street And Include Any Area Damaged By Equipment During Trenching Operations.
 2. If The Cumulative Damaged Pavement Area Exceeds 50% Of The Total Road Surface, Contractor Shall Replace The Entire Roadway Surface.
 3. Contractor Shall Replace The Pavement Surface To Ensure Match Line Does Not Fall Within The Wheel Path Of A Lane. Match Line Shall Not Fall In The Center Or Edge Of A Travel Lane.
 4. Flowable Fill Or Imported Material May Be Required If The Native Trench Material Is Deemed Unsuitable By ACHD Inspector, Does Not Meet Compaction Standards Or Time Is A Critical Factor.
 5. Any Exceptions To These Rules Shall Be Pre-Approved In Writing By District Staff Before Construction Begins.

W. FAIRVIEW AVE. & N. 17TH ST.
Sta. 123+75.00 To Sta. 124+35.00
N.T.S.

HDR 412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706



Revisions:

• S I G N A T U R E S •

• D E T A I L T I T L E •
Typical Sections

Design By: P. Dewit Date: 06/21 Drawn By: HDR Date: 06/21

T3N R2E Sect 04

General Notes

1. TBC Profiles Do Not Account For Change In Grade Due To Pedestrian Ramps.
2. Traffic Signal Items Shown On Traffic Signal Plan.
3. Coordinate Construction And Stormwater Features With St. Luke's Proposed Features.
4. Paint Bike Lane Line Through Intersection And Align With Existing Bike Lane West Of Intersection.
5. VRT Will Supply Bus Stop Sign To Mount On Post.
6. Prior To Placement Of Any Pavement Markings Contact ACHD Inspection For Verification Of Compliance With Policy And Existing Pavement Markings.
7. Connect Bioretention Planters With 6" PVC Pipe. Coordinate Connection With St. Luke's Design.

NOTES

- 1 Removal of Obstructions, Item 201.4.1.C.1
- 8 6" Vertical Curb (No Gutter), Item 706.4.1.A.6
- 5 12" Storm Drain Pipe, Class C900 PVC, Item 601.4.1.A.5.12
- 6 Storm Drain Catch Manhole, Item 602.4.1.E.1.48
- 7 Catch Basin - Type 1, Item 602.4.1.F.1
- 9 Standard 6" Vertical Curb & Gutter, Item 706.4.1.A.5
- 10 Concrete Sidewalks, Thickness 5", Item 706.4.1.E.1
- 12 Ped. Ramp w/ Detectable Warning Domes Type A, Item 706.4.1.H.1.A
- 13 Ped. Ramp w/ Detectable Warning Domes Type C4, Item 706.4.1.H.1.C
- 19 Inlet Protection, Item 1006.4.1.C.1
- 20 Conduit, Size 2-2", Item 1102.4.1.E.1
- 21 Junction Box, Item 1102.4.1.F.1
- 27 Channelizers (White), Item 1134.01.01
- 30 Roadside Traffic Sign Installation (One Metal Post), Item 1135.01.01
- 32 Remove & Salvage Roadside Sign, Item 1135.01.06
- 33 Relocate Roadside Sign, Item 1135.01.067
- 34 Stormwater Manhole - Adjust to Grade, Item 2030.4.1.A.1.A
- 38 Curb Inlet Modification, Item SP 06034
- 39 Detectable Warning Devices - Retrofit - Longitudinal, Item SSP 07015.B
- 40 Detectable Warning Devices - Retrofit - Transit Island, Item SSP 07015.A
- 42 Obliterate Pavement Markings, Item SSP 11400
- 43 Green Paint, Item SP 11500
- 45 Bike Railing, Item SSP 20107
- 49 Pedestrian Bench And Bus Shelter To Be Installed By Others.
- 50 Trash Can To Be Installed By Others.
- 51 Sawcut Neat Line. Match Existing. See Standard Drawings ISPMC SD-806, Incidental To Project
- 52 Retain & Protect
- 56 Connect New Storm Drain Catch Manhole To Existing Storm Drain Pipe, Incidental To Item 602.4.1.E.1.48
- 57 9" Vertical Curb (No Gutter), Item 706.4.1.A.3.9
- 58 Ped Ramp w/ Detectable Warning Domes, Type B, Item 706.4.1.H.1.B
- 59 Ped Ramp w/ Detectable Warning Domes, Type G, Item 706.4.1.H.1.G
- 66 6" Storm Drain Pipe, Class C900 PVC, Item 601.4.1.A.5.6
- 1 Contractor Shall Determine If Collar For Existing Manhole At Sta. 100+58.91, 23.30' Rt. Must Be Removed To Place Curbing. All Attempts To Place A New Collar Shall Be Made, But Modifications May Be Necessary To Meet Field Conditions.

Plans Are Accepted For Public Street Construction

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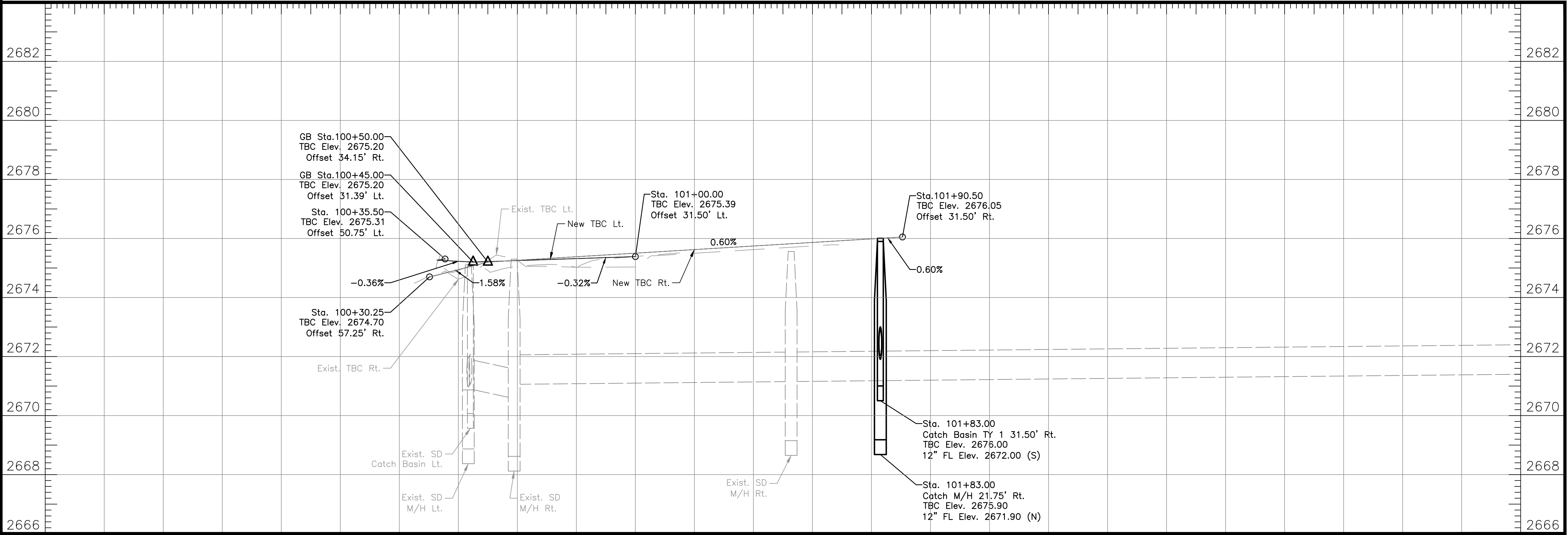
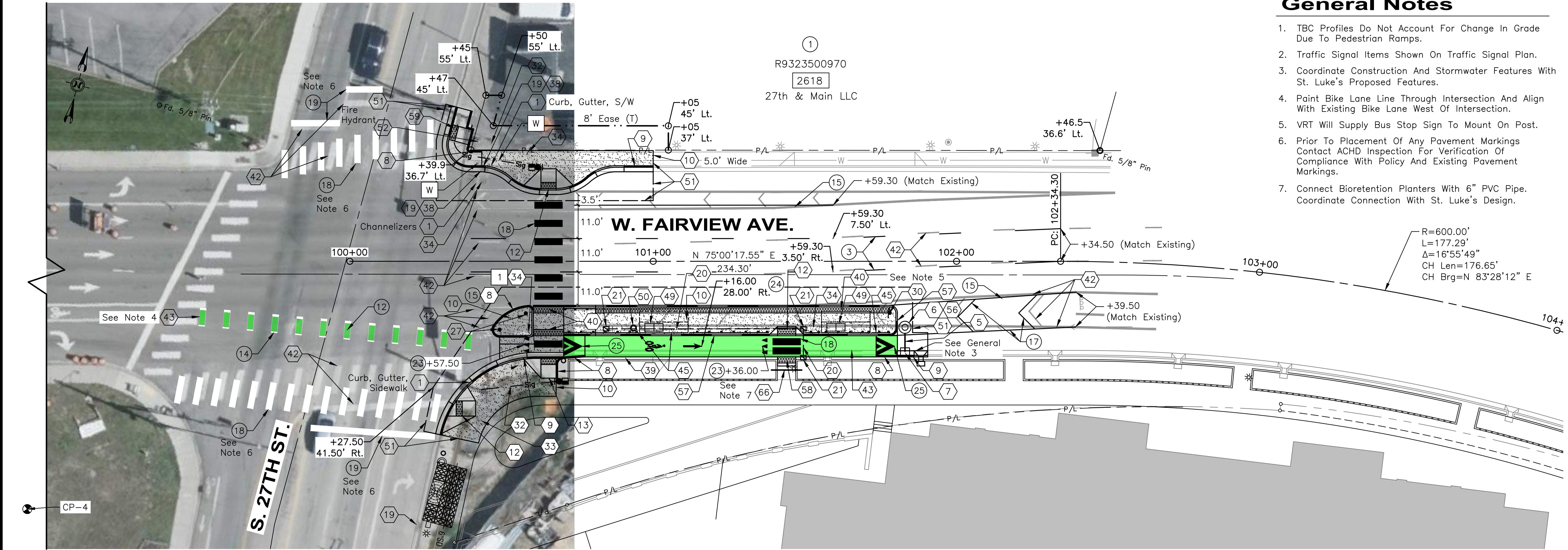
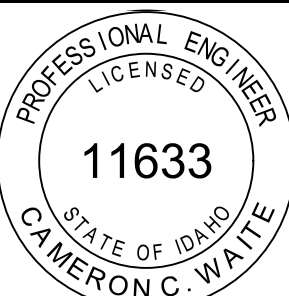
BY Bill Ball DATE 08/06/2021
ADA COUNTY HIGHWAY DISTRICT

MONUMENTS

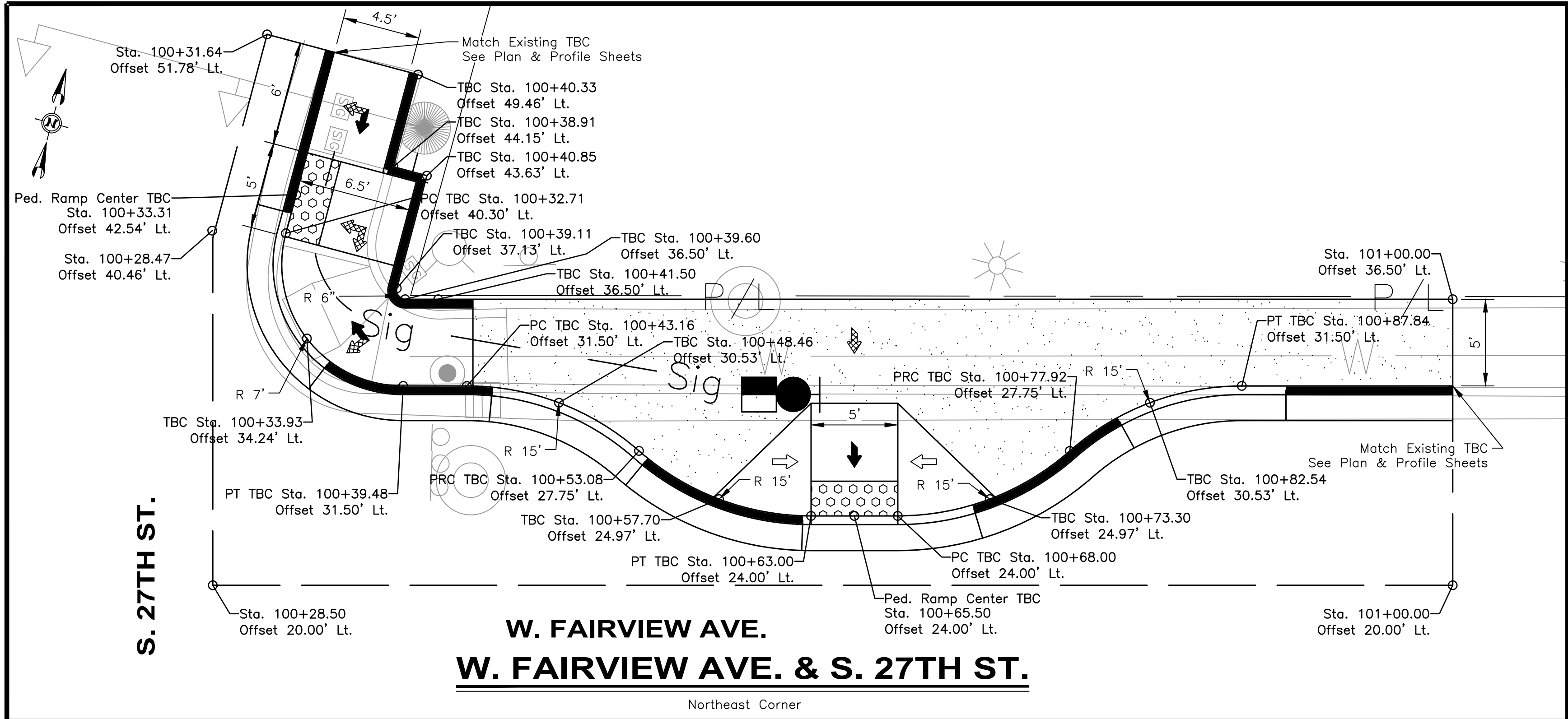
CP-4 - Brass Cap
Elev. 2674.93
N. 712409.27
E. 2499494.92



HR 412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706



Revisions: Design By: B. Focht Date: 06/21 Drawn By: D. Massingale Date: 06/21 Survey By: Land Solutions Date: 11/20



LEGEND

- 1.75% ± 0.25% (-2.00% Max.)
1.75% ± 0.25% (2.00% Max.)
- 4.75% ± 0.25% (-5.00% Min.)
4.75% ± 0.25% (5.00% Max.)
- 8.33% Or Flatter Slope
- 10% Or Flatter Slope
- Truncated Domes (Refer To ISPWC SD-712 For More Info.)

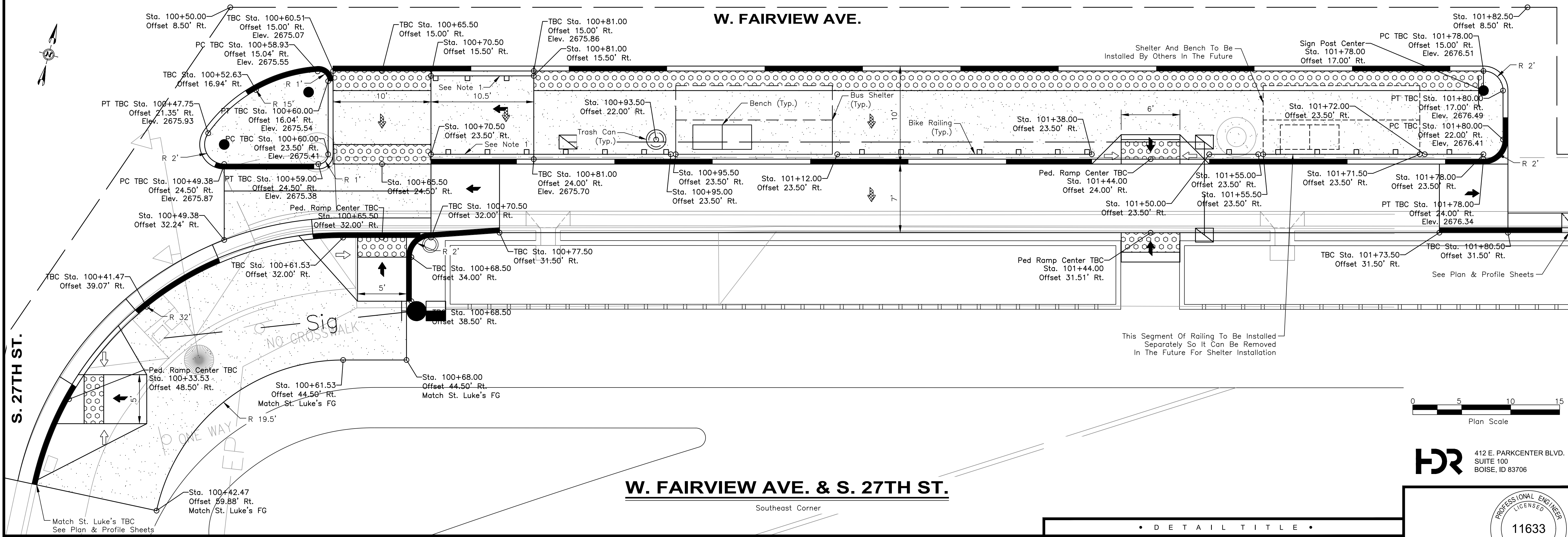
General Notes

- The Runs Of Bike Railing Along The Ramps From The Crosswalks To The Transit Stops Will Have Handrails In Compliance With The 2010 ADA Standards For Accessible Design Section 505 Handrails.

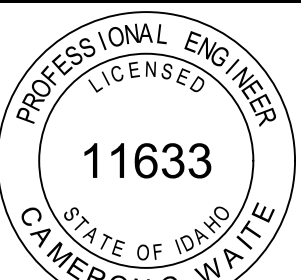
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By Bill Ball DATE 08/06/2021
ADA COUNTY HIGHWAY DISTRICT



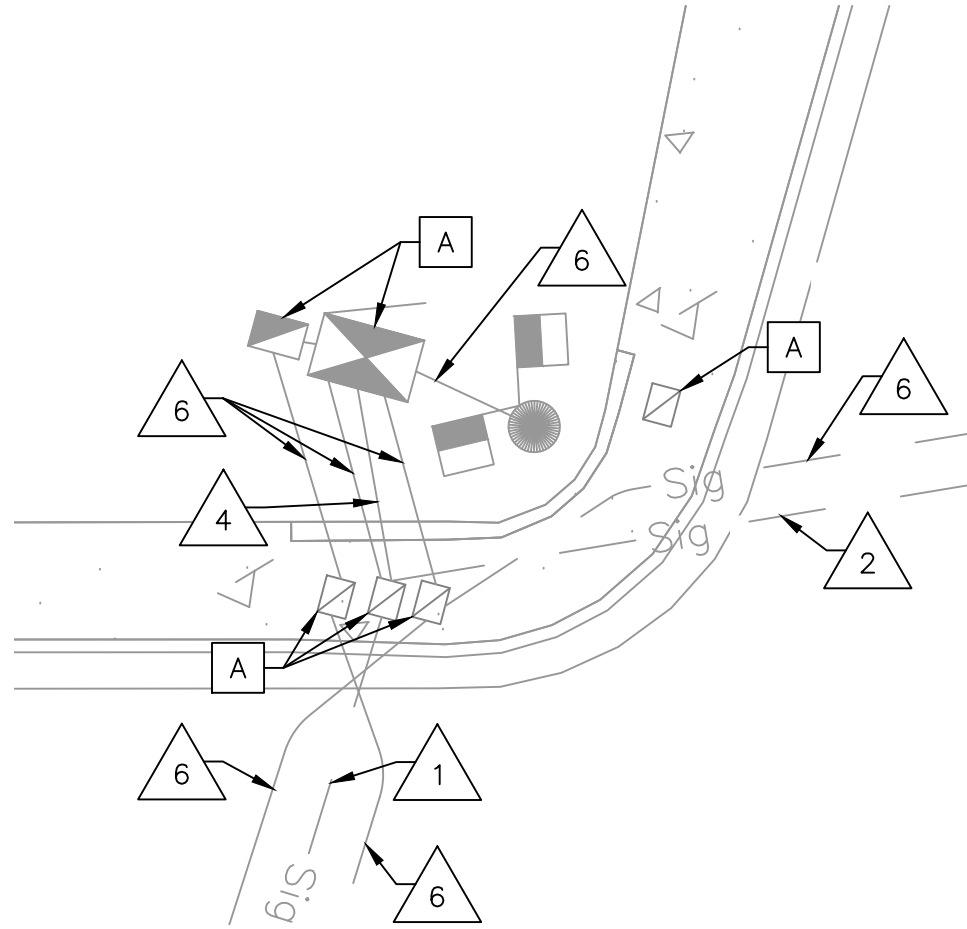
HR 412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706



Revisions:		• S I G N A T U R E S •		• D E T A I L T I T L E •	
Design By: B. Focht		Date: 06/21		Drawn By: D. Massingale	
Date: 06/21		Project Name: Main & Fairview Transit Stations		Sheet 14 Of 26	

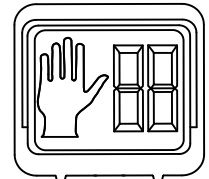
LEGEND

- Existing Controller Cabinet And Service Pedestal
- Existing Junction Box
- Existing Signal Conduit Group
- Proposed Junction Box
- Proposed Signal Conduit Group
- Existing Signal Pole
- Existing Pedestrian Signal Head
- Pedestrian Signal Pole
- Pedestrian Signal Head
- Pedestrian Pushbutton
- Signal Head Number
- Conduit Group Number

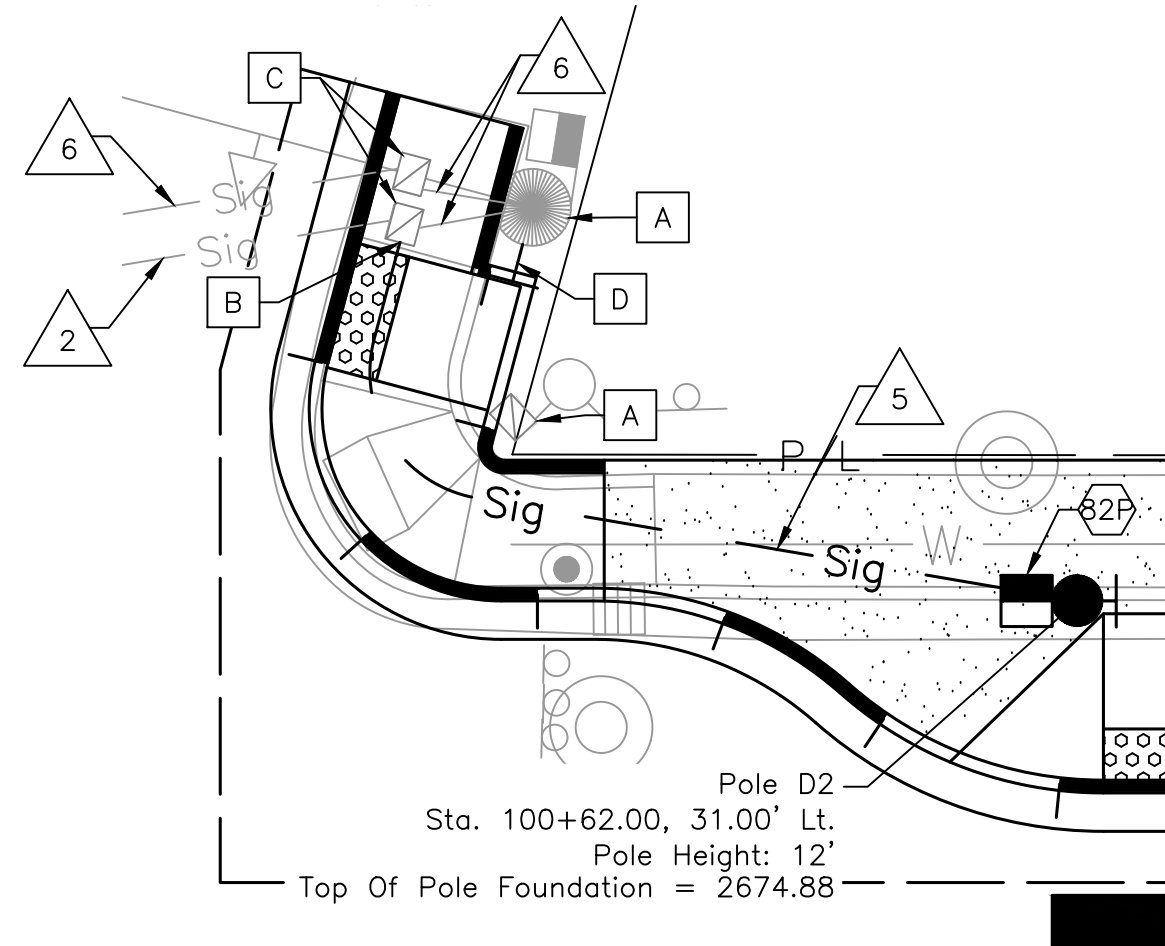


NORTHWEST CORNER

SIGNAL HEAD SCHEDULE



16" Countdown Ped Head



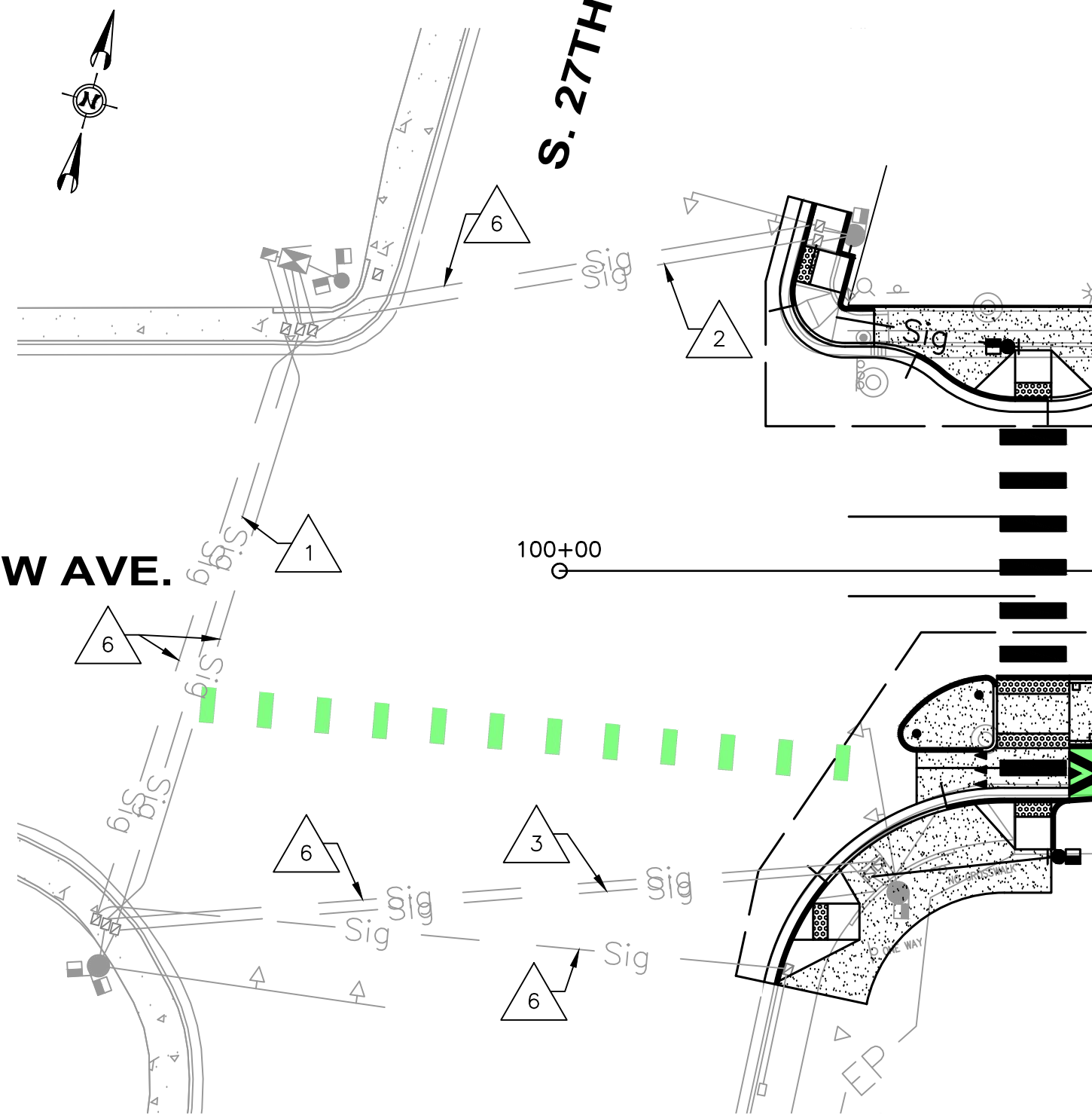
NORTHEAST CORNER

CONDUIT AND CONDUCTOR SCHEDULE

No.	Conduit	Conductors
1	Existing 4" RPC	5-5c, 1-Video, 1-CCTV (Retain) 1-5C (Ped) (Install)
2	Existing 3" RPC	3-5C, 2-3C Opticom (Retain) 1-5C (Ped) (Install)
3	Existing 3" RPC	2-5C (Retain) 1-5C (Install)
4	Existing 3" RPC	2-3C Opticom (Retain) 2-5C (Ped) (Install)
5	Proposed 2" RPC	1-5C (Ped), 1-#6 Ground (Install)
6	Various Existing	Various (Retain)

W. FAIRVIEW AVE.

S. 27TH ST.



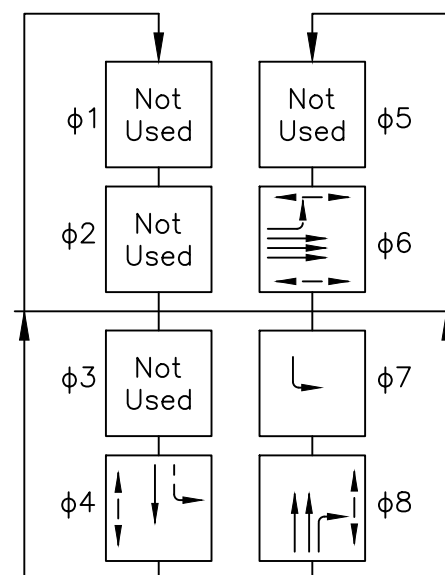
W. FAIRVIEW AVE. & N. 27TH ST.



Plans Are Accepted For Public Street Construction

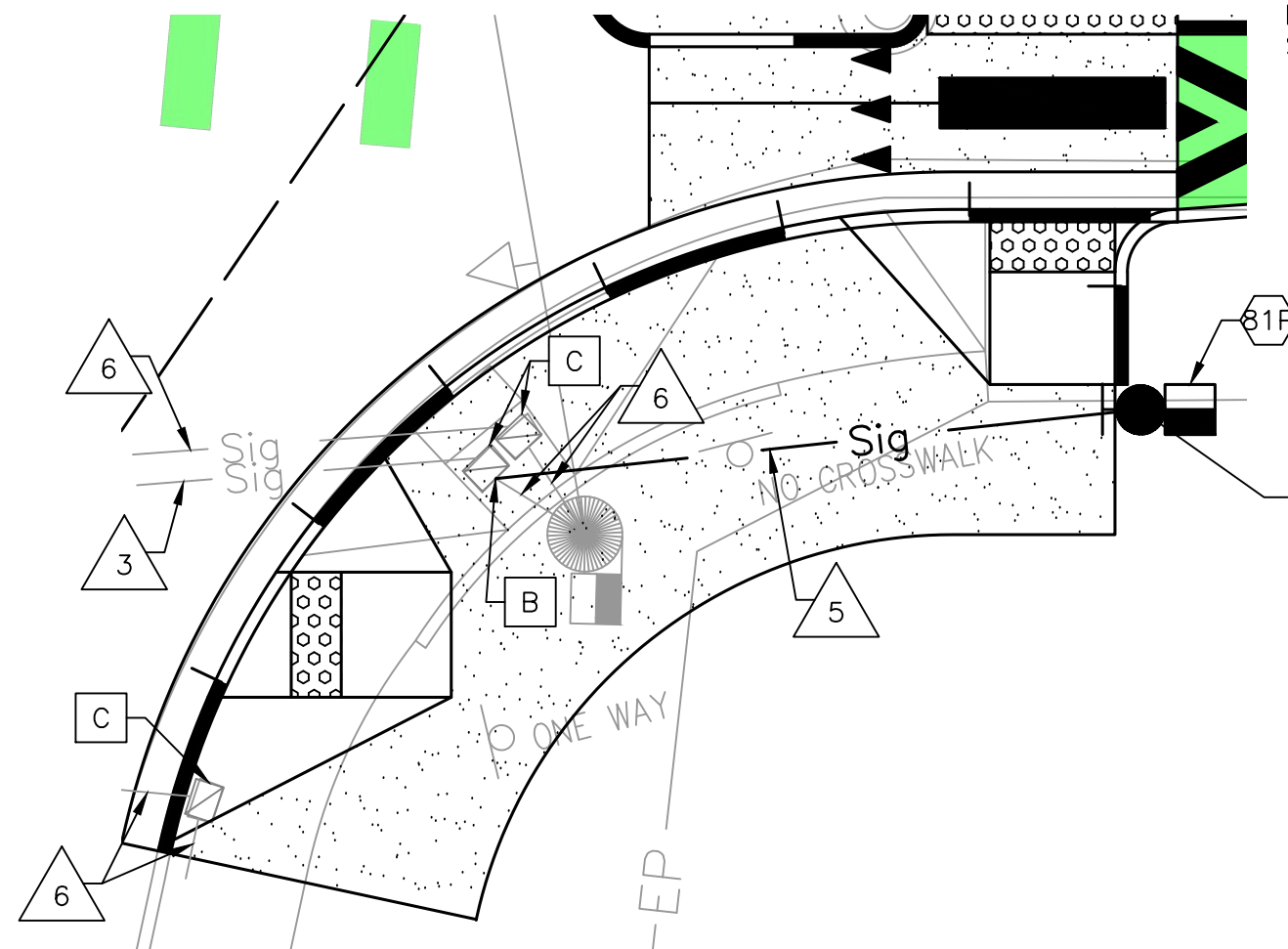
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BY *Bill Gull* DATE 08/06/2021
ADA COUNTY HIGHWAY DISTRICT



PHASING DIAGRAM

SOUTHWEST CORNER



SOUTHEAST CORNER

NOTES

- Retain And Protect Existing Signal Infrastructure Including Cabinet, Poles, Mast Arms, Detection, Preempt, Signs Signal Heads And Pedestrian Signal Heads.
- Intercept Existing Junction Box With Proposed Conduit.
- Adjust Junction Box To Grade And Replace Any Damaged Frames, Covers Or Appurtenances, Incidental To Item 1131.01.01.
- Remove And Salvage Existing Pushbutton To ACHD. Install New Pushbutton On 2' Extension. Orient Pushbutton To Be Accessible By Pedestrians From Ramp Landing Extension.
- All Traffic Control Devices Shall Conform To The Latest Revision Of The Manual On Uniform Traffic Control Devices (MUTCD).
- Refer To ACHD Standard Traffic Details (TS Series) For Construction Details And Installation Requirements.
- The Conduit Layout Shown Is Schematic. The Contractor Shall Maintain Appropriate Clearance Between Adjacent Utilities.
- The Contractor Shall Verify All Dimensions, Elevations, And Details Shown On The Drawings Prior To The Start Of Construction. Any Discrepancies Shall Be Immediately Brought To The Attention Of The ACHD Inspector For Clarification.
- Ground The Signal And Illumination System In Accordance With The Current Edition Of The NEC And The ACHD Traffic Supplemental Provisions.
- The Locations Of The New Traffic Signal Poles, Junction Boxes, And Conduits Shall Be Staked In The Field By The Contractor For Location Approval By The ACHD Inspector Prior To Construction And Installation.
- Locations Of Existing Underground Structures And Utilities Such As Pipelines, Conduits, Cables, Etc., Shown On The Plans Are Approximate Only. It Is Not The Intent Of These Plans To Show The Exact Location Of All Underground Utilities And Structures. It Is The Responsibility Of The Contractor To Verify The Locations Of All Existing Utilities With The Respective Owners. Existing Utilities Damaged By The Contractor Shall Be Repaired By The Contractor. Call Digline Three Business Days Prior To Excavation. 1-800-342-1585
- Information Shown On This Sheet Is Accurate Only For Traffic Signal Improvements.
- Accessible Pedestrian Signals Are Required At This Location. All Equipment Shall Meet Applicable ACHD, MUTCD, And PROWAG Guidelines. Incidental To Item 1131.01.01.

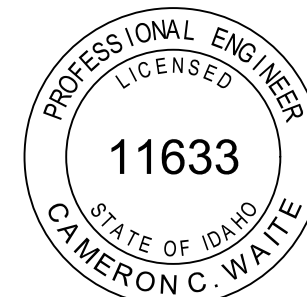
SIGNAL MATERIALS

Pole	Pole Type	Signal Mounting Location (Signal Head No.)	Signal Mounting Brackets	Foundation See TS-1110
A2	Pedestrian Pole Pole Height 12'	Pole Mounted (81P)	Astro-Brac	A
D2	Pedestrian Pole Pole Height 12'	Pole Mounted (82P)	Astro-Brac	A

Install Pedestrian Signal Poles With Frangible Cast Breakaway Bases Per ITD Standard Drawing No. 656-2.

Pole A2
Sta. 100+69.00, 39.50' Rt.
Pole Height: 12'
Top Of Pole Foundation = 2674.95

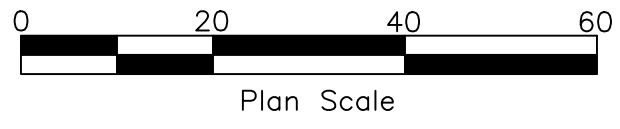
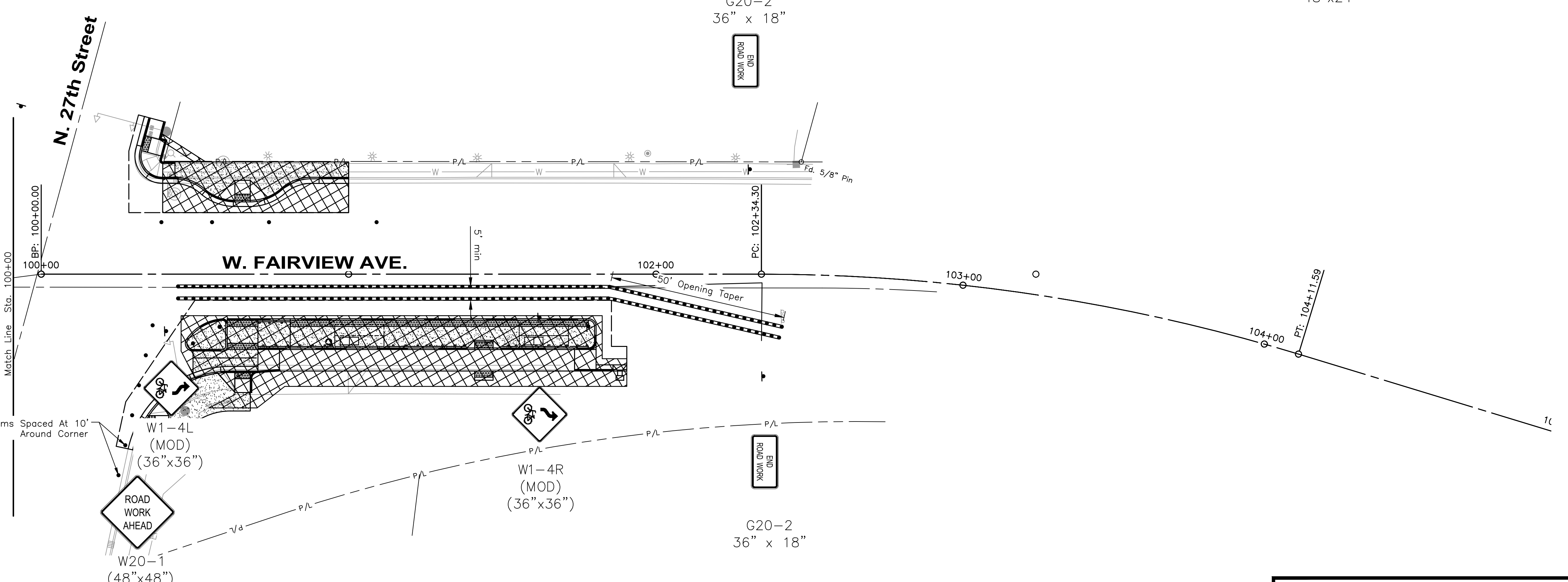
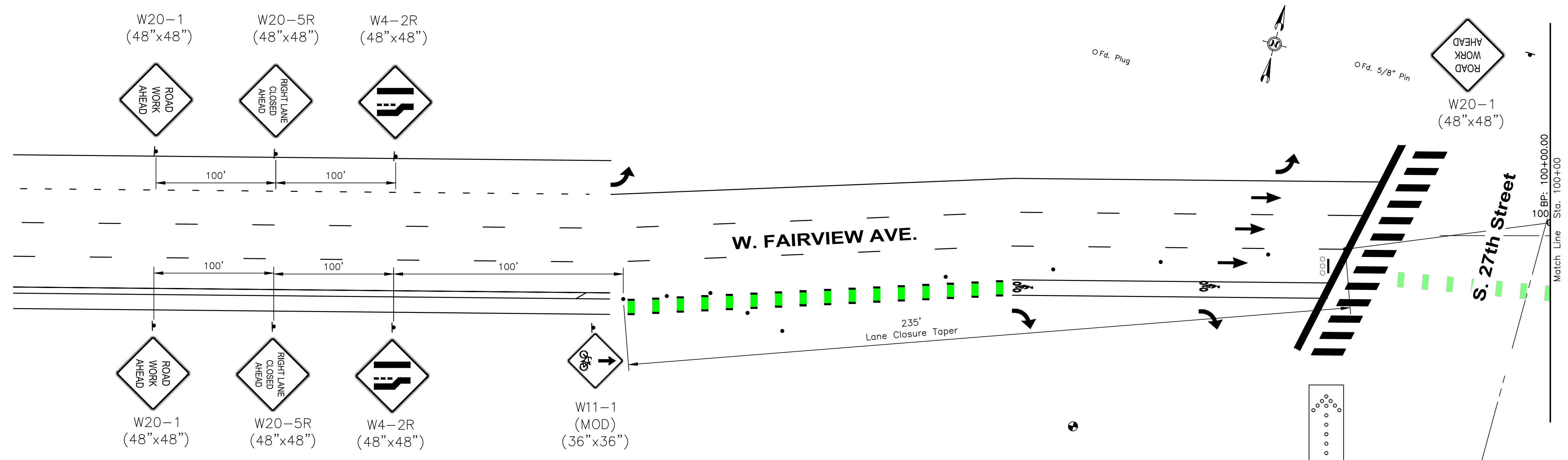
412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706



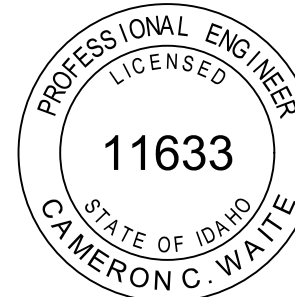
NOTES

- CONSTRUCTION:
1. Set Up Traffic Control Signing And Devices.
 2. Drums And Tubular Markings Spaced At 70' On Center On Tangents And 35' On Center For Tapers.
 3. Install Bus Features.

- MAINTENANCE OF TRAFFIC:
1. Maintain Traffic On Existing Pavement During Construction. Close Right Travel Lane Before 27th Street Intersection. Maintain Right Turn Lane To 27th Street.
 2. Maintain Access To All Public Intersections And Private Approaches Adjacent To Work Area.
 3. Provide Signs For Bicyclists To Travel Through Temporary Bike Lane As Shown.
 4. Provide Pedestrian Detours, Access And Movements As Shown In Pedestrian Detour Details.



HR 412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706

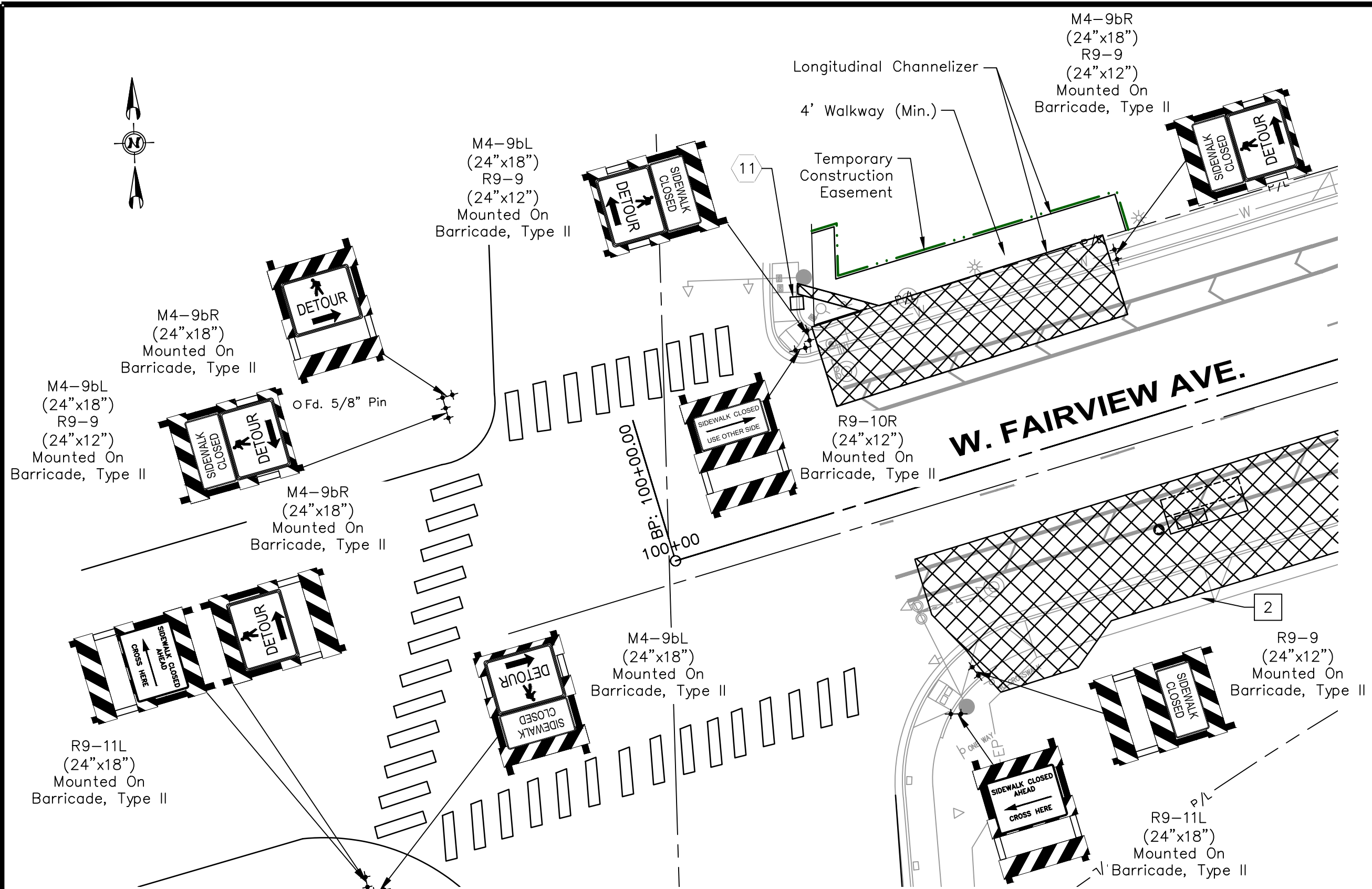


Revisions:	SIGNATURES
Design By: C. Waite	Date: 06/21
Drawn By: E. Jensen	Date: 06/21

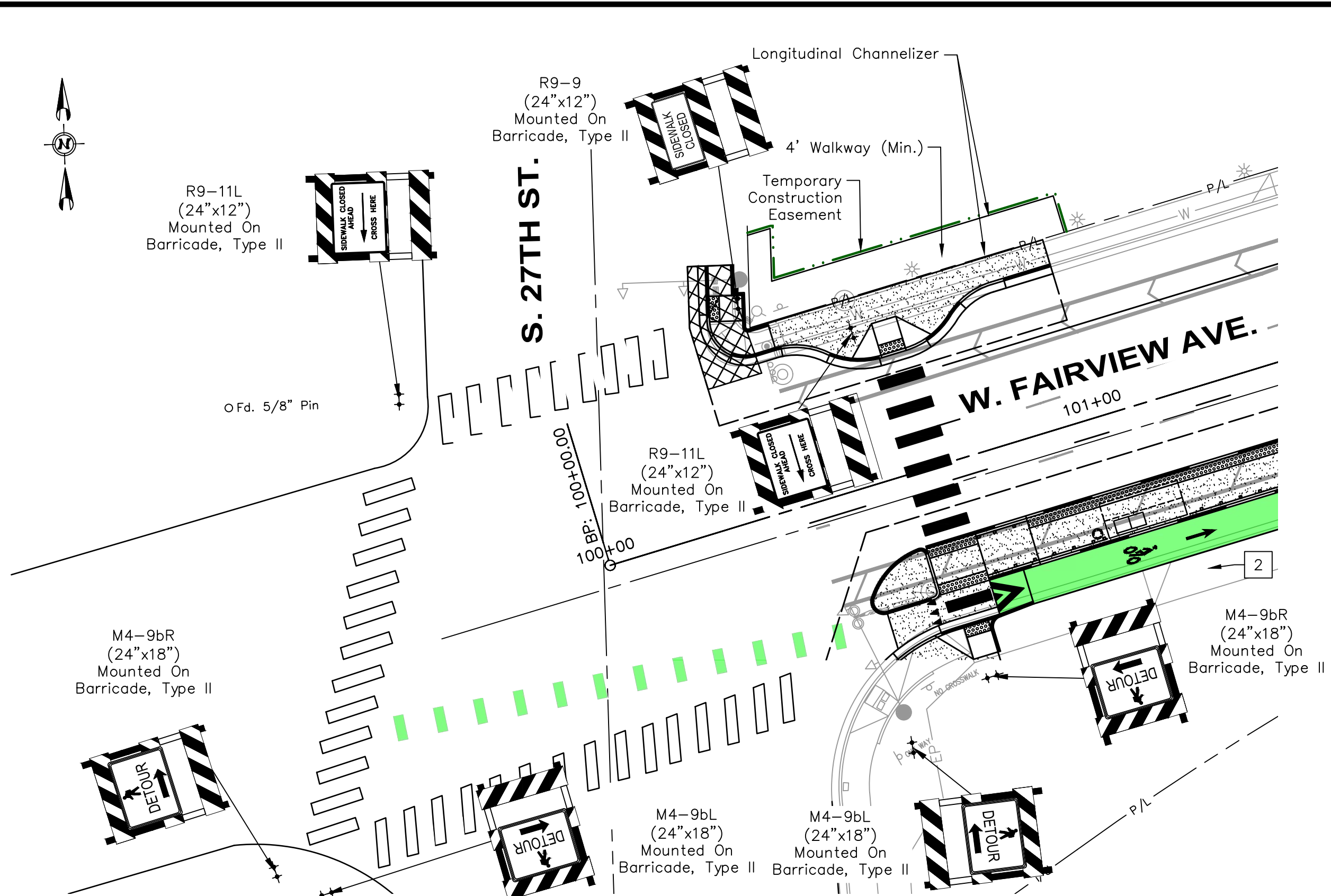
DETAIL TITLE
Temporary Traffic Control Plan

NOTES

- 11 Ped. Ramp w/ Detectable Warning Domes, Temporary, Item 706.4.1.H.1
- Traffic Control Devices For Pedestrian Flow Only Are Shown In Pedestrian Ramp Repair Details. Vehicular And Bicycle Traffic Signs And Devices Are Shown On Previous Sheets.
 - Pedestrian Traffic Signal Displays Controlling Closed Crosswalks Shall Be Covered. The Signal Timing Plan May Need To Be Adjusted To Accommodate Pedestrian Walk Times During Construction. Coordinate Signal Adjustments During Construction With ACHD.
 - Temporary Pedestrian Access Routes Shall Be 48" Wide.
 - See ACHD TC-203A For Details Regarding Temporary Curb Ramps.
 - ADA Compliant Sidewalk Barricades Shall Have Type A Flashers When The Detour Route Remains In Effect At Night. See ACHD TC-203B For Details Regarding Barricades.
- 1 Concrete Placed By St. Lukes Within The Existing ACHD ROW At The Southeast Corner Of Fairview And 27th Shall Be Used To Route The East/West Pedestrian Movement In Phase 3 With The Detour Shown.
- 2 Coordinate Pedestrian Detour With St. Lukes Sidewalk Design And Detour Plan

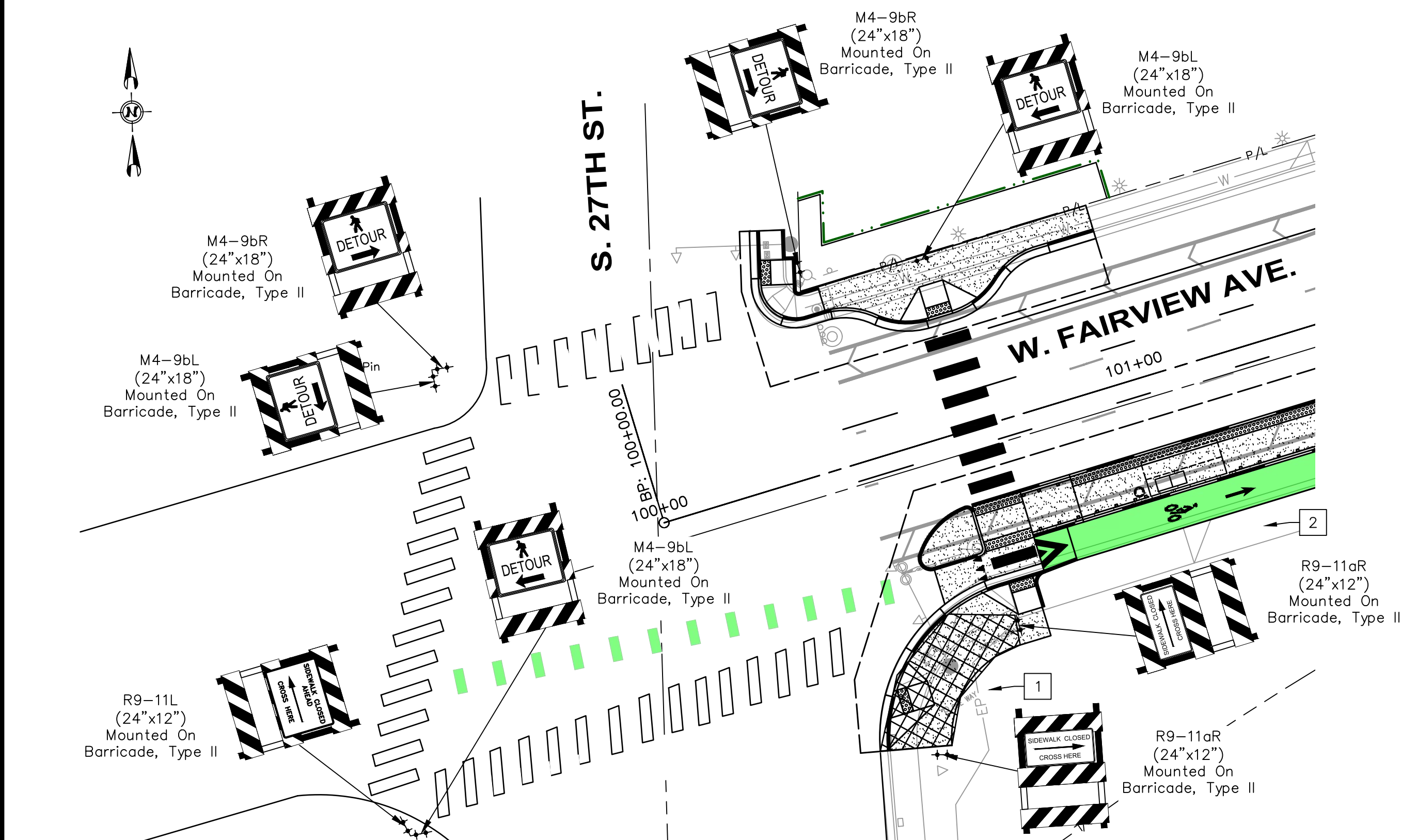


FAIRVIEW & 27TH ST PEDESTRIAN DETOUR PHASE 1



FAIRVIEW & 27TH ST PEDESTRIAN DETOUR PHASE 2

Scale: 1" = 20'

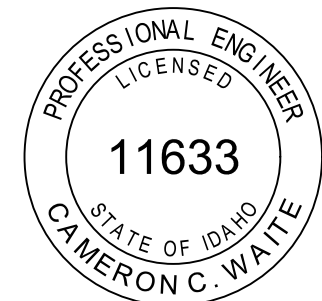


FAIRVIEW & 27TH ST PEDESTRIAN DETOUR PHASE 3

Scale: 1" = 80'



HR 412 E. PARKCENTER BLVD.
SUITE 100
BOISE, ID 83706



Revisions:	SIGNATURES			
	Design By: C. Waite	Date: 06/21	Drawn By: E. Jensen	Date: 06/21

DETAIL TITLE

Pedestrian Detour Plan

Exhibit C: Estimated Eligible Expenses

[Exhibit appears on the following four (4) pages]

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To:	Pointcore Construction	Phone:	
		Fax:	
Project:	CCDC Fairview Transit Station	Date:	2/23/2022
Location:	27th & Fairview	Addendums:	none
City/State:	Boise, Idaho	Plan Date:	6/7/21

ITEM NO:	WORK DESCRIPTION	TOTAL
1	<u>Earthwork</u> Saw cutting Remove existing asphalt, curbs & sidewalks Haul off and dispose of debris Subgrade sections Haul off spoils Import and place pit run subbase for asphalt Import and place roadmix base Prep concrete Asphalt patching	\$ 57,500.00
	<u>Asphalt</u> Asphalt patching Remove conflicting pavement markings Layout and stripe roadway pavement markings Install 18" channelizers Install new sign post	\$ 31,500.00
2	<u>Concrete</u> 6" vertical curb & gutter 6" vertical curbs Sidewalks Ped ramps w/ dome tiles	\$ 52,000.00
TOTAL BASE BID:		\$141,000.00

Notes: This is a lump sum package proposal, items may not be deducted unless mutually agreed upon.
ROW permit not included - to be pass thru at cost
Traffic control not included - to be pass thru at cost
Temporary fencing not included

EXCLUSIONS:

- * All permits, fees, traffic control, inspections, material testing, engineering, surveying, layout, staking and bonding, UNO.
- * SWPPP, weekly inspections and reporting. All installation and maintenance of BMP's unless noted in our scope of work.
- * As-Built drawings.
- * Work in permit required confined spaces.
- * Embeds, anchor bolts, hold downs, dock leveler steel, trench drain material, drain grates & frames, misc. steel materials.
- * Excavation or removal/disposal of unsuitable soils or hazardous/contaminated materials or soil, or rock excavation or removal/disposal, or over excavation and backfill unless indicated otherwise above.
- * Dewatering labor, materials or equipment
- * Handling, removal, disposal or exposure to asbestos or any other hazardous material of any kind.
- * Any herbicide and prime coats.
- * Any costs incurred for protection or re-work due to adverse weather conditions; temperatures in excess or below specifications, site moisture conditions, rain, snow and wind.
- * Electrical trenching, light pole & sign bases.
- * Dumpsters and trash removal.
- * Concrete spoils removal from wash-out area.
- * Weather protection costs- blankets, hot water, admixtures, heaters, tenting etc.
- * Overtime due to circumstances beyond the control of Lurre Construction, any such costs will be invoiced at customary industry rates.
- * Any items not specifically included in this proposal shall be considered excluded.

TERMS:

- * This Proposal binding for 15 days unless stated otherwise above.
 - * Additional work, (ASI's, AVO's, CCD's, CO's, PR's, RFP's, and RFI's) **directed** to be completed prior to written approval/authorization is considered approved to proceed. It is agreed that all such work/costs will be paid for on a T & M basis (unless previous pricing has been provided) as supported and submitted.
 - * All material & work is per bid plans and specifications. All agreements and warranties expressed or implied are only as attached in written form. Direction received to perform alterations or deviations from project specifications involving extra costs, or any additional quantities, will be considered approved and become an additional charge over and above the pricing indicated above.
 - * Bonding is available but not included. Add 3.0% for bonding if desired.
 - * Full payment is due and owing upon completion of work unless agreed otherwise. Monthly progress payment requests will be made for work requiring more than 45 days to complete. Interest will be charged at 1.5% per month or 18% per annum for delayed payments. All expenses incurred in the collection of delinquent payments will be reimbursed to Lurre, including professional fees.
 - * Retention not to exceed 5%. No retention is to be held for projects with less than 60 day duration. Full payment is due upon completion of the work.
 - * No Standby is included in price. Price is based on full production.
 - * Directing or allowing Lurre to begin work on this project will be considered acceptance of this bid/proposal in it's entirety.
 - * This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General.
 - * This proposal is based on a mutually agreed upon schedule and sequence of milestones, including the work of others
 - * Lurre Construction Inc. will not be responsible of any liquidated damages if insufficient time has been allocated by the General
 - * This proposal in its entirety shall become part of any subsequent agreement/sub-contract by reference by or adding an exact copy as an exhibit.
 - * Commercial General Liability insurance aggregate shall not exceed \$2,000,000.00.
 - * Lurre will not be responsible for work disturbed or destroyed due to force majeure conditions, earthquakes, floods, riots, vandalism, acts of God, or any other natural disasters.
 - * Owner/ General Contractor further agrees to bear all costs, including attorney fees and cost in the event this agreement is placed, by Lurre, in the hands of an attorney after default for enforcement of collection before or after a suit for damages or other legal relief.
 - * This proposal is submitted in good faith based on the agreement that it will be held confidential by it's receiver and all associated parties involved in its receipt, review and evaluation, keeping with the intention and ethics of fair bidding practices. A great deal of effort, time and expense has been made in the evaluation and preparation of this proposal so please do not shop or peddle prices even if just to meet quotas or budgets.
-

LURRE' CONSTRUCTION, INC.

**307 Badiola Street
Caldwell, ID 83605
459-8624 (f)459-9661**

BY: _____**Title:** _____**Prepared by:** _____

Timothy Dowell

Lea Electric
PO Box 190130
Boise, ID. 83712
Phone: 208-888-2523
Fax: 208-888-0390



Cost Proposal Rev 1

09/27/2021

TO: PointCore Construction
Attn: David Chisick

JOB: St Luke's 27th Street
Bus Stop Rework

Work Description: Bus Stop Rework, includes:

- 1) Two(2) Pedestrian Signal Poles and Lights
- 2) Concrete pole bases.
- 3) Intercept existing junction boxes and extend conduits to new poles.
- 4) Protect existing electrical items.
- 5) Adjust existing in grade boxes to new grade and provide new covers.
- 6) Trenching and backfill.
- 7) Grounding for new signaling equipment.
- 8) Wiring and connections including running wire in existing conduits under 27th St.
- 9) Investigation, coordination and testing.
- 10) Sheet 08- added 180' of 2" PVC with pull cords, 3- in grade junction boxes, RGS elbows and PVC fittings & 90' of trenching.

The total amount of this work is \$ 35,155

Attached are the following supporting reports:

- **Extensions** (Material Quantities, Prices and Labor Units with Extended Totals)
- **Vendor Quotes** (if applicable)

Sincerely,

Dave Lamarque

Dave Lamarque

PROJECT: St Luke's 27St - 27th & Fairview Bus Stop

	Quantity	Unit Cost	Material	Labor Unit	Labor
2" PVC(100)	2.6	385.73	\$1,002.90	3.5	9.10
2" GRC 90	12	26.99	\$323.88	0.25	3.00
2" PVC female adpter	24	2.53	\$60.72	0.15	3.60
2" PVC coupling	12	1.87	\$22.44	0.15	1.80
Poly pull Cord(1000)	0.2	8.24	\$1.65	1.75	0.35
#6(1000)Stranded	0.09	1028.16	\$92.53	8	0.72
5/c cable(1000)	0.44	1200	\$528.00	8	3.52
Trench	165	16	\$2,640.00	0.01	1.65
Sawcut	75	35	\$2,625.00	0.1	7.50
Pole Base Excavation	2	300	\$600.00	0	0.00
Pedestrain Pole Base	2	750	\$1,500.00	6	12.00
Pedestrain Pole	2	45	\$90.00	4	8.00
Pole Base ground rod/weld/wire	2	45	\$90.00	1	2.00
In grade 10x15x19 pull box	5	403	\$2,015.00	1.5	7.50
Hand dig for In grade 10x15x19 pull box	2	5	\$10.00	0.5	1.00
Intercept existing JB	2	10	\$20.00	2	4.00
Identify existing underground	2	25	\$50.00	2	4.00
Adjust existing JB to grade	5	25	\$125.00	1	5.00
New JB cover	5	125	\$625.00	1	5.00
Remove existing pushbuttons	1	0	\$0.00	0.5	0.50
Protect existing signaling	7	25	\$175.00	1	7.00
Install new pushbuttons/extensions	2	35	\$70.00	1.31	2.62
Install signal light/mast	2	25	\$50.00	4	8.00
Connections in existing jb's	4	20	\$80.00	1	4.00
Coordination	1	0	\$0.00	2	2.00
testing/checkout	1	250	\$250.00	2	2.00
Investigation	1	250	\$250.00	2	2.00
Sum			\$13,297.12		107.86
Misc Materials	10%	Material	\$1,329.71		
Lighting quote			\$6,640.00		
Bucket Truck			\$500.00		
Material Sum			\$21,266.83		
6% Tax	6%		\$1,276.01		
Total Materials			\$22,542.84		
ST Labor @	\$58.00		\$6,255.88		
Foreman @	10%	\$64	\$687.07	10.79	
Superintendant @	5%	\$70	\$377.08	5.39	
Safety/Small tools	5%	Labor	\$312.79		
Labor total			\$7,632.82		
Material + Labor			\$30,175.66		
Subtotal			\$30,175.66		
Ovehead/Profit	15%		\$4,526.35		
permit			\$452.63		
Total			\$35,154.65		



AGENDA BILL

Agenda Subject: Consider Resolution 1751 approving Amendment No. 4 to Task Order 19-004 with Jensen Belts Associates for 11th Street Bikeway and Streetscape Improvements Project Design Services		Date: March 14, 2022
Staff Contact: Amy Fimbel Project Manager Kathy Wanner Contracts Manager	Attachments: A. Resolution 1751 B. Task Order 19-004 Amendment No. 4	
Action Requested: Adopt Resolution 1751 approving Amendment No. 4 to Task Order 19-004 with Jensen Belts Associates for the 11th Street Bikeway and Streetscape Improvements Project design services, including approval of a contingency for unforeseen expenses.		

Fiscal Notes:

Resolution 1751 amends Task Order 19-004's total not-to-exceed amount of \$710,600 to the amount of \$716,860. The project's approved FY2022 budget sufficiently funds the amended task order and the additional contingency in the event that expenditure is necessary.

Background:

In January 2021, the Agency completed its selection process for a professional design team for the 11th Street Bikeway and Streetscape Improvement Project. A multi-agency evaluation panel selected Jensen Belts Associates as the Design Professional of Record. In February 2021, the Agency engaged Jensen Belts Associates under Task Order 19-004, in the amount of \$90,780, to begin the necessary surveying and preliminary design work.

On April 12, 2021, CCDC's Board of Commissioners approved Resolution 1702, which approved Amendment 1 to Task Order 19-004 in the amount of \$549,235 plus an additional 10% contingency authorization, for the design services of the 11th Street Bikeway and Streetscapes Improvements Project including schematic design, Design Review permitting, design development, completion of construction documents, project permitting, and project bidding.

Task Order 19-004 has since been amended twice by the Executive Director under the authority granted by Resolution 1702: once for additional scope for an accelerated, standalone bridge design package for the 11th Street canal crossing in the amount of \$31,160; and once for

additional design services associated with the full reconstruction of the Grove Street intersection in the amount of \$39,429.

Amendment 4 is needed for additional design services related to the redesign of the suspended pavement system (*aka* Silva Cells), including updated calculations for the sizing of the Silva Cell basins, distribution pipe sizes, and the associated infiltration windows.

The fee amount for Amendment 4 in the amount of \$6,260 exceeds the Executive Director's contingency authority, and as such, staff is requesting board approval of the proposed Amendment.

Based on the initial permit review comments received from the Ada County Highway District (ACHD), the Agency recommends identifying a contingency amount that the Executive Director could use to make quick decisions without requiring additional Board involvement. An additional contingency of \$15,000 is recommended for potential additional design services related to ACHD permit review comments over and above what was originally anticipated.

Staff Recommendation:

Staff recommends that the Agency Board find it in the best interest of the public and the Agency to approve Amendment No. 4 to Task Order 19-004, plus the additional contingency of \$15,000, for the 11th Street Bikeway and Streetscape Improvements Project design services.

Suggested Motion:

I move to adopt Resolution 1751 approving Amendment No. 4 to Task Order 19-004 with Jensen Belts Associates and authorizing additional design contingency for the 11th Street Bikeway and Streetscape Improvements Project design services.

RESOLUTION NO. 1751

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 AMENDMENT NO. 4 TO TASK ORDER 19-004 WITH JENSEN BELTS ASSOCIATES FOR SCHEMATIC DESIGN, DESIGN REVIEW, CONSTRUCTION DOCUMENTS, PERMITTING AND BIDDING SERVICES FOR THE 11TH STREET BIKEWAY AND STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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, 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 January 2021 the Agency used a Request for Qualifications (RFQ) selection process in accordance with Idaho Code § 67-2320(2) to select and contract with Jensen Belts Associates to provide the necessary professional design services for the Agency's planned 11th Street Bikeway and Streetscapes Improvement Project; and,

WHEREAS, on February 22, 2021, the Agency Executive Director and Jensen Belts Associates executed Task Order #19-004 for surveying and preliminary design services related to the 11th Street Bikeway and Streetscape Improvement Project (the "Project") in the amount of \$90,780; and,

WHEREAS, the Agency Board of Commissioners adopted Resolution 1702 on April 12, 2021 authorizing Amendment 1 to Task Order 19-004 for the design services of the 11th Street Bikeway and Streetscape Improvements Project including schematic design, Design Review permitting, design development, completion of construction documents, project permitting, and project bidding in the amount of \$549,235; and,

WHEREAS, Amendment 2 to Task Order 19-004 in the amount of \$31,160, signed by the Agency Executive Director on September 7, 2021, amended the task order to include an accelerated, standalone bridge design package for the 11th Street canal crossing; and,

WHEREAS, Amendment 3 to Task Order 19-004 in the amount of \$39,429, signed by the Agency Executive Director on December 16, 2021, amended the task order to provide additional design services associated with the full reconstruction of the Grove Street intersection; and,

WHEREAS, Amendment 4 to Task Order 19-004 in the amount of \$6,260 is needed for additional design services related to the redesign of the Silva Cell system, including updated calculations for the sizing of the Silva Cell basins, distribution pipe sizes, and the associated infiltration windows; and,

WHEREAS, Amendment 4 to Task Order 19-004 requires Agency Board approval because the cumulative amount of the task order amendments exceeds the 10% project contingency previously approved by the Agency Board with Resolution 1702; and,

WHEREAS, the Agency is requesting approval of Amendment 4 to Task Order 19-004 plus a \$15,000 contingency for potential additional design services related to Ada County Highway District permit review comments over and above what was originally anticipated; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Jensen Belts Associates Amendment 4 to Task Order 19-004 plus the additional contingency and to authorize the Agency 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:

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

Section 2: That Amendment No. 4 to Task Order 19-004 between the Agency and Jensen Belts Associates, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Board hereby authorizes the Agency Executive Director to execute Amendment 4 to Task Order 19-004 with Jensen Belts Associates for an amount not to exceed SIX THOUSAND TWO HUNDRED SIXTY DOLLARS (\$6,260), bringing the combined total for Task Order 19-004 to Seven Hundred Sixteen Thousand Eight Hundred Sixty Dollars (\$716,860), and further, authorizes a contingency up to \$15,000 to address any additional design fees if determined necessary in his best judgment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho on March 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary



JENSEN BELTS ASSOCIATES, PLLC
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER #19-004 AMENDMENT No. 4

*CONSULTANT: Use the Project Name and **PO# 210036** on all project-related invoices.*

PROJECT NAME: **11th Street Bikeway and Streetscape Improvements Project**

ORIGINAL TASK ORDER DATE:	February 20, 2021
Original Task Order Amount:	\$ 90,780
Amendment No. 1 Amount:	\$549,235
Amendment No. 2 Amount:	\$ 31,160
Amendment No. 3 Amount:	\$ 39,425
Amendment No. 4 Amount:	<u>\$ 6,260</u>

New Task Order Amount: **\$716,860**

TASK ORDER AMENDMENT NO. 4 DATE: _____

Task Order #19-004 is hereby amended as set forth in this Amendment No. 4. All other terms and conditions of Task Order #19-004 dated February 20, 2021, and Amendments 1, 2 and 3 remain in full force and effect.

1. SECTION 1: PROJECT DESCRIPTION

CCDC is requesting CONSULTANT to provide additional services to redesign the layout of the Silva Cell system based on constructability feedback received from the project's CM/GC after the 60% design submittal. The redesign required updated calculations for the sizing of the Silva Cell basins, distribution pipe sizes, and the associated infiltration windows.

2. SECTION 3: SERVICES TO BE PERFORMED ("Scope of Services")

CONSULTANT will incorporate the Silva Cell re-design and provide the revised plan sheets as further described and detailed in **Exhibit A**, attached hereto.

3. **SECTION 5: COST; INVOICES**

By this Amendment No. 4, CCDC is approving an increase of **SIX THOUSAND TWO HUNDRED SIXTY DOLLARS (\$6,260)** for a new Task Order total amount of **SEVEN HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$716,860)**. The Scope of Work, specific tasks and costs associated are further outlined in **Exhibit A**.

4. **SECTION 7: DELIVERABLES / COPIES OF PRODUCTS**

CONSULTANT shall provide CCDC with the additional work products and services as described in **Exhibit A**.

5. **CONTRACT TERMS**

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

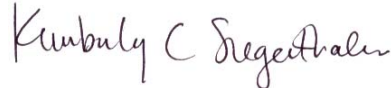
End of Amendment No. 4 to Task Order #19-004

[Signatures appear on next page.]

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 4 to Task Order #19-004 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 3/8/2022

Exhibits

A: CONSULTANT'S Proposal / Scope of Work dated February 10, 2022
(4 pages)

Budget Info / For Office Use	
Fund/District	302 303
Account	6250
Activity Code	21003
PO #	210036
TO Term	December 31, 2022

EXHIBIT A

February 10, 2022

Ms. Amy Fimbel
Capital City Development Corporation
121 W Idaho Street #501
Boise, ID 83702



Re: **11th Street Bikeway and Streetscape Project**
Amendment 4 - Request for Additional Service Fees

Dear Ms. Fimbel:

The design team is requesting additional service fees for the 11th Street Bikeway and Streetscape project. The following items have changed from the original scope of services.

- Kittelson - Redesign changes to the size of each Silva Cell system, requiring updated calculations for the sizing of the Silva Cell basins, distribution pipe sizes, and the associated infiltration windows.

Consultant Team Fee Breakdown:

<u>Kittelson (see attached proposal)</u>	<u>Proposed Additional Fee \$ 6,260.00</u>
(Westside District: \$ 2,845.00 R-M District: \$ 3,415.00)	

<u>TOTAL PROPOSED ADDITIONAL FEES</u>	<u>Proposed Fee (Hourly, Not-To-Exceed) \$ 6,260.00</u>
(Westside District: \$ 2,845.00 R-M District: \$ 3,415.00)	

The proposed additional fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Should the additional services meet with your approval, please facilitate an amendment to the current task order at your earliest convenience.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC


Kimberly C. Siegenthaler - Principal

11th Street Bikeway & Streetscape – Supplemental Request

Scope of Work

At the request of CCDC, the scope of work for the 11th Street Bikeway has been modified to include additional efforts associated with redesigning the Silva Cell layout based on the project CMGC's feedback after our 60% DD submittal. The redesign includes centering the Silva Cell system about the furnishing zone, moving it from the currently designed location of behind the street trees:

Revised Drainage Calculations

- The redesign changes the size of each Silva Cell system, requiring updated calculations for the sizing the Silva Cell basins, distribution pipe sizes, and the associated infiltration windows.

Revised Plan Layout and Design:

- Revise the design base map
- Revise the plan sheets

These additional efforts and modification to the project scope of work will affect the following Phase 2 Tasks:

- **Task 4 – Permit Set (99% CD Set)**

This document includes Kittelson (KAI) efforts associated with Tasks 2-5 of the 11th Street Bikeway & Streetscape project. A supplemental scope and fee estimate to complete Task 6 will be provided at a later date.

The work summarized below shows efforts associated with the addition redesign of the Silva Cell system as described above. Scope of Work includes:

0.0 General Provisions (KAI)

NA

1.0 Supplemental Surveying (Tasks shown are for Kittelson coordination efforts only, see attached for Parametrix scope and fee)

NA

2.0 Schematic Design / Design Review

NA

3.0 Design Development (60% CD Set)

NA

4.0 Permit Set (99% CD Set)

4.1 NA

4.2 NA

4.3 Prepare construction plans to a 99% level of detail for permit approval. All sheets shown in the 60% Design Review set will be updated and the following will be developed:

4.3.1 Increased level of Effort for Redesign of Silva Cell System

4.4 NA

4.5 NA

4.6 NA

4.7 NA

4.8 NA

4.9 NA

4.10 NA

Assumptions:

- All submittals are electronic
- 99% Plans will be prepared in 11X17 and 22X34 sheets
- Kittelson is responsible for submitting 99% Set for ACHD Development Review and City Grading and Drainage with Utilities Permit (#524)
- Contractor will be responsible for Stormwater Management Pollution Prevention Plans and permits.
- No 404 Permit will be required
- CCDC will cover any costs associated with Agency Review Fees
 - Canal improvements are NOT anticipated to trigger USACE 404 permit requirements. If deemed necessary during design development, a supplemental agreement will be required to include this work.

5.0 Final Plans, Permits and Bidding

NA

6.0 Construction Administration

NA

Project Budget Form

Project Name: 11th Street Downtown Bikeway Phase 2-5
 Project Manager: Evan Reed
 KAI Project Number: 26103
 Date: Jan 26, 2022

LABOR ESTIMATE - 11th Street Downtown Bikeway Phase 2-5

Task	Notes	Staff	PM	PE	EIT	EIT	CAD	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			JER	JER	BJB	MZJ	DNS		
0	General Provisions								
	0.1 Project Admin							0	\$0
	0.2 Progress Meetings							0	\$0
	0.3 Invoicing and Progress Reports							0	\$0
	Reimbursable Expense								\$0
	Task #0 - Subtotal		0	0	0	0	0	0	\$0
1	Supplemental Surveying								
	1.1 Supplemental Pickup Surveying							0	\$0
	1.2 Final Utility Mapping							0	\$0
	1.3 Title Reports							0	\$0
	1.4 Boundary Mapping							0	\$0
	Reimbursable Expense								\$0
	Task #1 - Subtotal		0	0	0	0	0	0	\$0
2	Schematic Design / Design Review								
	2.1 Refine Preliminary Design							0	\$0
	2.2 Prepare Schematic Design							0	\$0
	2.3 Coordination with CMGC							0	\$0
	2.4 Support JBA in DR Submittal							0	\$0
	2.5 Design Review Meeting							0	\$0
	Reimbursable Expense								\$0
	Task #2 - Subtotal		0	0	0	0	0	0	\$0
3	Design Development (60%)								
	3.1 Refine Design Based on DR Comments							0	\$0
	3.2 3-D Grading Model							0	\$0
	3.3 Prepare 60% Construction Plans							0	\$0
	3.4 Stormwater Design Report							0	\$0
	3.5 Review and Coordinate with JBA							0	\$0
	3.6 Outline Special Provisions							0	\$0
	3.7 Coordination with CMGC							0	\$0
	3.8 60% Design Review Meeting							0	\$0
	3.9 Comment Response Matrix							0	\$0
	Reimbursable Expense								\$0
	Task #3 - Subtotal		0	0	0	0	0	0	\$0
4	Phase 4 - Permit Set (99%)								
	4.1 Refine Design Based on 60% Review Meeting							0	\$0
	4.2 3D Model to Final							0	\$0
	4.3 Prepare 99% Construction Plans			4		36		40	\$6,260
	4.4 Right of Way Plans							0	\$0
	4.5 Cross Sections							0	\$0
	4.6 Complete Special Provisions							0	\$0
	4.7 Coordination with CMGC							0	\$0
	4.8 Provide 90% Design Review Package to Agencies							0	\$0
	4.9 Agency 90% Design Review Meeting							0	\$0
	4.10 Complete 90% Comment Response Matrix							0	\$0
	Reimbursable Expense								\$0
	Task #4 - Subtotal		0	4	0	36	0	40	\$6,260
5	Project Permitting & Bidding								
	5.1 Refine 99% Design base on 99% Comments							0	\$0
	5.2 Finalize CD Set & ROW Plans							0	\$0
	Reimbursable Expense								\$0
	Task #5 - Subtotal		0	0	0	0	0	0	\$0
6	Construction Administration								
	6.1 Weekly Construction Meetings							0	\$0
	6.2 Respond to RFIs, Questions, Etc.							0	\$0
	Reimbursable Expense								\$0
	Task #6 - Subtotal		0	0	0	0	0	0	\$0
TOTAL HOURS			0	4	0	36	0		
LABOR RATE			\$215.00	\$215.00	\$150.00	\$150.00	\$135.00		
LABOR COST									
			0.00%	10.00%	0.00%	90.00%	0.00%		
								TOTAL HOURS	TOTAL LABOR
								40	\$6,260

CCDC District Breakdown

River Myrtle	
6/11 of 4.3 Efforts	\$3,415
Total	\$3,415
Westside	
5/11 of 4.3 Efforts	\$2,845
Total	\$2,845

TOTAL REIMBURSABLES

\$0

TOTAL KAI FEES

\$6,260

TOTAL SUB FEES

\$0

TOTAL PROJECT BUDGET

\$6,260



AGENDA BILL

Agenda Subject: Consider Resolution No. 1748 approving Amendment No. 1 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc.		Date: March 14, 2022
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution No. 1748- Amendment No. 1 to the Entrepreneurship Consulting Agreement	
Action Requested: Adopt Resolution No. 1748 approving Amendment No. 1 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.		

Background:

For the past seven years, the Agency, the City of Boise ("City"), and the non-profit business entity Actuate Boise Inc. ("Actuate") have been working together providing a benefit to the citizens of Boise of encouraging private investment within urban areas by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown. This endeavor is known as Trailhead and has involved Actuate helping companies grow by providing business mentoring assistance including business education programming and entrepreneurship resources. These operations are governed by the terms and conditions of the tri-party Entrepreneurship Consulting Agreement ("Agreement") between the Agency, the City, and Actuate, effective May 18, 2020.

The Agreement expires on April 30, 2022. By its terms, the Agreement can be renewed for up to three (3) sequential one-year renewal terms. Running concurrently with the Agreement is a lease of commercial office space ("Lease") between the Agency and Rim View LLC. In exchange for the Actuate services under the Agreement, the Agency and the City share equally in the Lease expenses for Trailhead operations. The Lease renewal requires notice to Rim View LLC no later than the end of March. Therefore renewal of both the Agreement and the Lease must be considered by the Agency at its March Board Meeting.

Renewal of the Entrepreneurship Consulting Agreement

In order to continue working together to accomplish the business objectives noted above, Amendment No. 1 to the Entrepreneurship Consulting Agreement needs to be executed by the three Parties. Boise City Council approved Amendment No. 1 on March 8, 2022, with its

Resolution RES-161-22. Actuate's Executive Director executed Amendment No. 1 on March 8, as well.

As part of the terms and conditions of the Entrepreneurship Consulting Agreement, Actuate develops entrepreneurship programs that mentor members on financial and legal issues and that assist members in locating financing for their startups. Actuate also provides a targeted work space, administrative services, and meeting space. Actuate delivers a yearly report to the Agency and the City that seeks to capture the success or failure of its efforts, with data including: current membership; membership missions, goals, and progress in new job creation and/or investments; collaborations with public entities or non-profits; services currently provided to the members; new jobs and investments created as a whole by the members; and a financial report including revenue from use fees and program fees. The Agency Board received the most recent Trailhead yearly report at its February 14, 2022, public meeting.

Idaho Code § 67-2803(4) allows for the procurement of professional services to be performed by an independent contractor. And Idaho Code § 50-2015 allows the Agency and the City to cooperate and jointly benefit each other in the planning and carrying out of urban renewal activities.

Fiscal Notes:

The Agreement obligates the Agency to lease commercial office space for Actuate for its business assistance services. In turn, the Agency and the City share that expense equally under the terms of a Memorandum of Understanding, effective December 17, 2019.

The Agency's cost for a First Renewal Term: May 1, 2022 to April 30, 2023 will be \$92,500 plus an increase of 3% of the percent change of the C.P.I. for the previous 12 months, whichever is less. The Agency has budgeted sufficient funds for this expense.

Staff Recommendation:

In order to achieve the Trailhead business efforts described herein, Staff recommends the Agency Board adopt Resolution No. 1748.

Suggested Motion:

I move to adopt Resolution No. 1748 approving Amendment No. 1 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.

RESOLUTION NO. 1748

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 AMENDMENT NO. 1 TO THE ENTREPRENEURSHIP CONSULTING AGREEMENT BETWEEN THE AGENCY, THE CITY OF BOISE, AND ACTUATE BOISE, INC., TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT ON BEHALF OF AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AMENDMENT, SUBJECT TO CERTAIN CONDITIONS; 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 de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, in accordance with Idaho Code § 50-2015 which allows the Agency and the City to cooperate and jointly benefit each other in the planning and carrying out of urban renewal activities, the Agency and the City for the past seven years have been working together to provide

a benefit to the citizens of Boise, Idaho, by encouraging private investment within the city by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise, Idaho; and,

WHEREAS, to accomplish the above and other public purposes, the Agency, the City, and Actuate Boise, Inc., entered into that certain "*Entrepreneurship Consulting Agreement*" on February 3, 2015, for Actuate Boise, Inc., to provide professional services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services"); and,

WHEREAS, in continuation of that partnership to accomplish those mutual goals, the Agency, the City, and Actuate Boise, Inc., entered into a new "*Entrepreneurship Consulting Agreement*" (the "Agreement") effective May 18, 2020, through April 30, 2022, for Actuate Boise, Inc., to continue providing Business Assistance Services; and,

WHEREAS, in support of the Business Assistance Services provided by Actuate Boise, Inc., through operations commonly known as Trailhead, the Agency Board at its public meeting on December 9, 2019, passed Resolution No. 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the support; and,

WHEREAS, in support of the Business Assistance Services provided by Actuate Boise, Inc., through operations commonly known as Trailhead, the City at its public meeting on December 17, 2019, passed Resolution RES-624-19 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the support; and,

WHEREAS, the Memorandum of Understanding between the Agency and the City regarding Trailhead remains in effect so long as the Agency and the City continue to lease commercial office space for the Business Assistance Services; and,

WHEREAS, in accordance with Idaho Code § 67-2803(4) which allows for procurement of professional services to be performed by an independent contractor, the Agency, the City, and Actuate Boise, Inc., desire to renew the Agreement in accordance with Section 5 of that Agreement which provides for optional one-year renewal terms, with said Amendment No. 1 to the Agreement attached as Exhibit A and incorporated herein by reference; and,

WHEREAS, on March 8, 2022, the City passed Resolution RES-161-22 approving Amendment No. 1 to the Agreement for the first, one-year renewal term of May 1, 2022 to April 30, 2023; and,

WHEREAS, the Agency Board finds it in the best public interest to approve renewal of the Agreement for the first, one-year renewal term of May 1, 2022 to April 30, 2023, and to authorize the Executive Director to execute the renewal, subject to certain conditions, and to execute all necessary documents to implement the transaction, 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, IDAHO, AS FOLLOWS:

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

Section 2: That Amendment No. 1 to the Entrepreneurship Consulting Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved, recognizing technical changes or corrections which may be required prior to its execution.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 1 to the Entrepreneurship Consulting Agreement, and, further, is hereby authorized to execute any necessary documents required to implement Amendment No. 1 and to make any necessary technical changes, subject to representations by Agency staff and Agency legal counsel that all conditions precedent and any necessary technical changes thereto or other documents are acceptable and consistent with the provisions of the Agreement and any comments and discussions received at the March 14, 2022, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

EXHIBIT A TO RESOLUTION NO. 1748

ENTREPRENEURSHIP CONSULTING AGREEMENT AMENDMENT NO. 1 FOR A FIRST RENEWAL TERM MAY 1, 2022 TO APRIL 30, 2023

This Amendment No. 1 to the Entrepreneurship Consulting Agreement ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation ("Manager"). Agency, City, and Manager may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, in their shared commitment to helping grow new businesses, Agency, City, and Manager entered into a two-year Entrepreneurship Consulting Agreement on May 18, 2020 (the "Agreement") wherein: Manager would provide assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, "Entrepreneurship Programming"); Agency agreed to lease commercial office space at 500 S. 8th Street, Boise, Idaho, used by Manager for the Entrepreneurship Programming; and City, by separate agreement, agreed to reimburse Agency for 1/2 of leasing expenses.

WHEREAS, with Manager's formal notice to Agency and City on January 17, 2022 of its interest in continuing to provide Entrepreneurship Programming under the business commonly known as Trailhead, the Parties now desire to renew their partnership in these efforts by entering into this Amendment No. 1, as allowed by Idaho Code 67-2803(4).

WHEREAS, in accordance with Section 5 of the Agreement which describes the Parties' ability to renew the Agreement for up to three (3) sequential one-year renewal terms, the Parties hereby enter into this Amendment No. 1 for a first renewal term of May 1, 2022 to April 30, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained and in the Agreement executed by the Parties on May 18, 2020 and for other good and valuable consideration, acknowledged by each Party to be satisfactory and adequate, Agency, City, and Manager agree as follows:

- 1. ORIGINAL TERMS AND CONDITIONS.** All of the terms and conditions of the original May 18, 2020 Agreement between the Parties, attached hereto as Exhibit A, remain in full force and effect.
- 2. TERM.** The Term of this Amendment No. 1 shall be May 1, 2022 to April 30, 2023. In accordance with Section 5 of the Agreement, this Term is recognized by the Parties as the "First optional renewal term."

END OF AMENDMENT 1 | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 with an effective date as of the last date written below.

CITY OF BOISE

By: Lauren McLean, Mayor

Date: _____

ATTEST: _____
Lynda Lowry, EX-OFFICIO CITY CLERK

Date: _____

CAPITAL CITY DEVELOPMENT CORPORATION

By: John Brunelle, Executive Director

Date: _____

ACTUATE BOISE, INC.



By: Tiam Rastegar, Executive Director

Date: _____ March 8th, 2022

Attached:
EXHIBIT A – Entrepreneurship Consulting Agreement, effective May 18, 2020

EXHIBIT A

ENTREPRENEURSHIP CONSULTING AGREEMENT

This Entrepreneurship Consulting Agreement ("Agreement") is entered into by and among the Urban Renewal Agency for the City of Boise, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation, doing business as Trailhead ("Manager"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Agency, City, and Manager share a commitment to helping grow new businesses in Boise, Idaho; and

WHEREAS, Manager has assembled staff expertise and financial resources to help companies grow and has experience in providing assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, "Entrepreneurship Programming"). The persons and/or businesses registered for the Entrepreneurship Programming are referred to herein as "Members"; and

WHEREAS, the Parties desire to enter into this Agreement, as allowed by Idaho Code 67-2803(4), for Manager to provide Entrepreneurship Programming as described herein including **EXHIBIT A** ("Program Guidelines"); and

WHEREAS, to assist and in consideration of the Entrepreneurship Programming, the Agency has agreed to enter into that certain Office Lease for a 14,800 square foot building located at 500 S. 8th Street, Boise, Idaho ("Premises"), attached hereto as **EXHIBIT B** ("Lease"), with such obligations as more particularly described in the Lease, and pay the rent and operating expenses except as otherwise stated herein for the Premises as an office for the Entrepreneurship Programming, based on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, Agency, City, and Manager hereby agree as follows:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date last signed by all Parties.
2. **PURPOSE.** The purpose of this Agreement shall be for Manager to operate the Entrepreneurship Programming and use and operate the Premises for such purpose.
3. **ENTREPRENEURSHIP PROGRAMMING.**

A. **Operation.** Manager shall be responsible for the daily operation and management of the Entrepreneurship Programming and meeting the Program Guidelines set forth in **Exhibit A**. Manager will screen prospective Members, select Members, and provide counseling and support for Members. Manager will assist Members with gaining access to appropriate funding resources and include Members in other entrepreneurial activities that Manager sponsors.

B. Members. Manager shall have written contracts with each Member participating in the Entrepreneurship Program. Such contract shall expressly provide that the Member's use of the Premises (i) will be in compliance with the terms and conditions of this Agreement and the Lease, and (ii) will not extend beyond this Agreement and the Lease's terms. Within thirty (30) days of the Effective Date, Manager shall submit to Agency and City a copy of the contract Manager intends to use with the Members for Agency and City's approval, which approval shall not be unreasonably withheld or delayed and shall be subject to the following provision. Agency's and City's respective approval shall be based on Agency's and City's respective determination the Member agreements do not violate state or federal law governing and limiting the powers of either Agency or City. Manager shall not make any material changes to the Member contracts without Agency and City's approval, such approval being subject to the previous sentence. At any time during the term of this Agreement, Manager shall provide copies of current form Member contracts within five (5) business days after request by the Agency and/or City.

C. Quarterly Meetings. Manager will meet with the Agency and City on a quarterly basis and provide appropriate reports for such meetings, as reasonably determined by the Agency and City. At a minimum, the reports should discuss aggregated information about: the current Members; Member fees paid to Manager; Member missions, goals, and progress in new job creation and/or investments; and the services currently being provided by Manager to the Members, including the services provided by Manager and the new jobs and investment created as a whole by the Members.

D. Financial Reporting. Manager shall deliver to Agency an annual financial audit or professional financial report in a form acceptable to Agency, covering the fiscal year of October 1 through September 30 and reporting on the funds received and expended by Manager for managing the Entrepreneurship Programming, including all revenues from use fees and program fees. The annual financial audit shall be conducted in accordance with generally accepted governmental auditing standards by a certified public accountant, or public accountant, and be presented to Agency as soon as practicable after September 30 of each year.

E. Records and Audits. Manager shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by Agency representatives for three (3) years after final payment. Copies shall be made available to Agency upon request.

F. Staffing. Manager shall be responsible for its own personnel activities, including hiring, paying, and disciplining its employees in the fulfillment of this Agreement. All personnel so employed shall be employees of Manager and not of Agency or City. Manager shall maintain files for each of its employees.

4. PREMISES.

A. Operations on Premises. Manager shall have access to the Premises upon execution of this Agreement. Manager shall continuously operate the Entrepreneurship Programming on the Premises during the term of this Agreement. Manager covenants to use the Premises solely in furtherance of the Entrepreneurship Programming purpose and in compliance with all terms and conditions of the Lease (other than with respect to payments due landlord under the Lease) and not in contravention of the Lease and will cause its Members to do the same at its cost and expense. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties acknowledge

and agree that the Lease is attached for reference only and Manager is not a party to and accordingly has no rights or obligations under the Lease.

B. Payment of Rent. Subject to the terms of this Agreement, Agency covenants to abide by all terms of the Lease, and to pay any and all amounts considered Rent when due thereunder and to provide, in a timely manner, Manager with copy of any notices given or received under the Lease. Manager has no obligation to pay Rent or operating expenses to Agency or City for use of the Premises except as specified herein. If the Parties seek a Renewal Term, the Parties shall negotiate and agree upon the amount of Rent or operating expenses, if any, to be paid by Manager during the Renewal Term.

C. Utilities. Upon execution of this Agreement, Manager shall place all utilities (water, gas, electricity, sewer, trash) in its name and pay all costs and expenses directly to providers of utilities.

D. Other Services. Upon execution of this Agreement, Manager shall contract for janitorial services, security services, tenant insurance as specified in the Lease, and any other services to the Premises as Manager requires and pay all costs and expenses directly to providers of the services.

E. Improvements and Alterations. Manager shall not install fixtures and/or make any alterations to the Premises without obtaining the Agency and City's prior written consent, which shall not be unreasonably withheld. In all cases the Manager shall keep the property lien free and, upon notice, shall immediately remove any liens caused by Manager's and/or a Member's use of the Premises as required by Agency and/or City. All improvements and/or alterations to the Premises shall be at Manager's sole cost and expense and shall not violate the terms of the Lease.

F. Personal Property. Manager shall have use of the personal property owned by Agency and located, or to be located, in the Premises as listed in **EXHIBIT C** ("Personal Property") during the term of this Agreement. Agency at all times shall own the Personal Property and it shall not be removed from the Premises. At the termination of this Agreement a representative of Agency and Manager will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture, and equipment. In the event any of the aforementioned items are lost, stolen, or damaged through the culpable negligence of Manager, said items shall be replaced or repaired at the cost and expense of Manager.

G. Damage or Loss to Manager's Property. Manager assumes all risk of damage or loss to any property brought onto the Premises for any reason whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to such merchandise, goods, or equipment if damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said Premises or from hurricanes or any act of God, or any act of negligence of any user of the Premises, or occupants of the Premises or any person whomsoever.

H. Right to Inspect. Manager shall make available for inspection by Agency and/or City all areas of the Premises under Manager's management, at any time, for any purpose Agency and/or City deems necessary or incidental to or connected with the performance of Manager's duties and obligations hereunder.

I. Condition at End of Term. Manager shall leave the Premises in the condition required by the Lease, taking into account normal wear and tear. If Manager fails to do so, Manager shall pay for any costs or expenses required to bring the Premises to the condition required in the Lease.

5. **TERM.** This Agreement shall commence as of the Effective Date and shall continue until April 30, 2022 (“Term”), unless otherwise terminated as provided herein. Upon execution by the Parties of an Amendment, this Agreement can be renewed by the Parties for up to three (3) sequential one (1) year renewal terms (“Renewal Term”) shown below.

First optional renewal term: May 1, 2022 to April 30, 2023

Second optional renewal term: May 1, 2023 to April 30, 2024

Third optional renewal term: May 1, 2024 to April 30, 2025

Manager shall deliver to City and Agency a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than sixty (60) days before the last day of the then current term. The failure of Manager to exercise the option for a Renewal Term in the manner and within the time specified shall terminate the rights of Manager with respect to the Renewal Terms.

6. **TERMINATION OF AGREEMENT.**

A. **TERMINATION FOR CAUSE.** If the City or the Agency breach any of the material covenants, agreements, or stipulations of this Agreement and fail to cure such breach within thirty (30) days of written notice from Manager, the Manager shall have the right to terminate this Agreement.

If the Manager shall breach any of the material covenants, agreements, or stipulations of this Agreement, either Agency or City individually or Agency and City together shall thereupon have the right to terminate this Agreement by giving written notice (“Termination Notice”) to the Manager specifically setting forth Agency’s or City’s contentions concerning Manager’s alleged breach of the material terms and provisions of this Agreement. The Termination Notice must be delivered to Manager at least thirty (30) days before the proposed effective date of such termination (“Termination Date”). During the time between the date Manager receives the Termination Notice and the Termination Date the following process shall be followed:

- (i) Within 10 days of Manager’s receipt of the Termination Notice, Manager will meet with representatives of Agency and City to discuss compliance issues and determine a remediation plan that is satisfactory to Agency and City and to discuss a reasonable timeframe for correction of the alleged breach prior to the Termination Date (such time period being referred to herein as the “Cure Period”); and
-
- (ii) If Manager does not correct performance issues within the Cure Period, Agency and City may terminate agreement with Manager, such termination being effective no earlier than the Termination Date.

B. **TERMINATION FOR CONVENIENCE.** Agency, City, and Manager may mutually terminate this Agreement for any reason with sixty (60) days prior written notice. City and Agency may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the Manager. Manager may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the City and Agency.

7. **INSURANCE.** Manager shall maintain in full force and effect worker’s compensation insurance for Manager and any agents, employees, and staff that Manager may employ, and provide proof to Agency of such coverage or that such worker’s compensation insurance is not required under the circumstances. Manager shall carry the insurance with respect to the Premises and Personal Property

required by the Lease and shall ensure that City and Agency are named insureds for all such insurance. Manager shall provide proof of insurance coverage as set forth above to Agency before commencing its performance as herein provided, and shall notify Agency ten (10) days prior to changes in or cancellation of said policies.

Agency, City, and Manager hereby waive all rights to recover against each other and against each other's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Premises, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

8. **INDEMNIFICATION.** To the extent permitted by law Manager agrees to indemnify, defend, and hold harmless Agency, City, and their respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Manager's negligence or intentionally wrongful acts during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members. Manager's obligation to indemnify, defend, and hold harmless Agency and City to the extent caused by negligence during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members shall be limited to the extent covered by insurance policies Manager is required to have under the terms of this Agreement.

In case any action or proceeding is brought against Agency and/or the City, or its officers, agents, or employees by reason of or arising out of connection with Manager's negligence or intentionally wrongful acts during the performance of this Agreement, Manager, upon written notice from Agency, shall, at Manager's expense, resist or defend such action or proceeding.

To the extent permitted by law, Agency and City, respectively, agree to indemnify, defend, and hold harmless Manager, and its respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Agency and/or City's negligence or intentionally wrongful acts during the performance of this Agreement by Agency or City respectively and its agents, employees, or representatives. In case any action or proceeding is brought against Manager, or its officers, agents, or employees by reason of or arising out of connection with Agency or City's negligence or intentionally wrongful acts during the performance of this Agreement, Agency or City upon written notice from Manager, shall, at Agency or City's expense, resist or defend such action or proceeding.

Notwithstanding the cause of action, the liability of City and Agency is strictly limited and controlled by the provisions of the Idaho Tort Claims Act. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to City and Agency as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Manager is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of Agency and/or City. Manager is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Agency and/or City. Manager shall determine the means by which it accomplishes the work specified in this Agreement. Agency and City agree that, except as provided in this Agreement, it will have no right to control or direct the details, manner, or means by which Manager accomplishes the results of the services performed hereunder. Manager has no obligation to work any particular hours or days or any particular number of hours or days. Manager agrees, however, that its other contracts and services shall not interfere with its performance

under this Agreement. Manager shall supply, at Manager's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein at Manager's cost and expense.

10. **STANDARD OF CARE.** Manager represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Manager shall perform its services consistent with the professional skill and care ordinarily provided by managers of the same field practicing in the same or similar locality under the same or similar circumstances. Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any task or work performed under this Agreement.

11. **NOTICES.** Any and all notices required to be given by any of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Capital City Development Corporation
Attn: Executive Director
121 N. 9th Street, Suite 501
Boise, ID 83702
Ph. (208) 384-4264

To City:

Boise City Mayor's Office
Attn: Director of Economic Development
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500
Ph. (208) 384-4422

To Manager:

Actuate Boise, Inc.
Attn: Executive Director
500 S. 8th Street
Boise, Idaho 83702
Ph. (208) 546-8426

12. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **AMENDMENTS.** This Agreement may only be amended in writing in a document signed by Agency, City, and Manager.

14. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that Manager shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

15. **DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, Manager shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by Agency, in whole or in part, and may result in ineligibility to perform additional services for Agency.

16. **WAIVER.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
17. **APPLICABLE LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.
18. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
19. **ATTORNEYS' FEES.** In the event of any demand, claim, and/or litigation based on this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs to be paid by the nonprevailing Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.
20. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.
21. **COMPLIANCE WITH LAWS.** Manager agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

END OF AGREEMENT | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BOISE


By: Lauren McLean, Mayor

Date: May 12th, 2020

ATTEST:


Lynda Lowry, EX-OFFICIO CITY CLERK

Date: May 12th, 2020

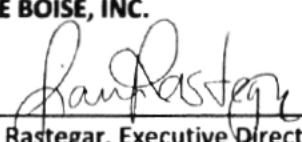


CAPITAL CITY DEVELOPMENT CORPORATION


By: John Brunelle, Executive Director

Date: May 18, 2020

ACTUATE BOISE, INC.


By: Tiam Rastegar, Executive Director

Date: 05/04/2020

EXHIBIT A
PROGRAM GUIDELINES

Manager shall be responsible for meeting the Program Guidelines set forth in this Exhibit A.

1. Develop Entrepreneurship Programs. The following are examples of Manager's services:
 - Mentor Members on financial and legal issues that confront new and emerging businesses.
 - Assist Members in locating financing for new companies or businesses.
 - Assist Members in developing and implementing a business plan.
 - Provide work space, administrative services, and meeting space.
2. Develop benchmarks for Members to gauge successful participation in the Entrepreneurship Programs.
3. Report to Agency on Members' success or failure to attain benchmarks. Such reports should provide aggregated data on an agreed upon set of benchmarks, which may include the following list, or any other benchmarks mutually agreed to:
 - Number and type of Members
 - Members that have launched new companies
 - Funding provided to Members
 - Total start-up capital raised
 - Total startup revenue
 - Jobs created
 - Local and national business and industry collaborations
 - Collaborations with educational institutions
 - Collaborations with public entities
 - Collaborations with non-profit organizations
 - Number of persons taking part in programming events organized by Manager
 - Programs directed to youths and students
 - Number and type of programs offered
 - Number of visitors to the Property and/or tours

NOTE: THIS LIST IS NOT MEANT TO BE INCLUSIVE AND IS NOT MEANT TO SERVE AS A SET OF REQUIRED TOPICS FOR ANNUAL REPORTS. AGENCY SEEKS SIGNIFICANT INPUT AND PROGRAM DESIGN FROM MANAGER AS TO WHAT KINDS OF PROGRAMS AND BENCHMARKS WILL INCREASE THE LIKELIHOOD OF MEMBERS' SUCCESS TOWARDS ACHIEVING THE END GOALS OF INCREASING THE NUMBER OF SUCCESSFUL LOCAL BUSINESSES IN BOISE'S URBAN RENEWAL PLAN AREAS AND ECONOMIC DEVELOPMENT THEREIN.

4. Within thirty (30) days of the Agreement Effective Date, Manager shall provide Agency and City an Operating Plan for the Entrepreneurship Programming. The Operating Plan will provide sufficient detail on the programming and management to enable Agency to deliver meaningful comments. Concurrently with the Financial Reporting outlined in Section 3.D. of the Agreement, or more often as determined by Manager or Agency, Manager shall provide Agency and City with an updated Operating Plan.

EXHIBIT B
LEASE

OFFICE LEASE
500 S. 8th Street, Boise, Idaho

THIS OFFICE LEASE is made and entered into as of the 18th day of May _____, 2020, by and between RIM VIEW LLC, an Idaho limited liability company ("**Landlord**"), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("**Tenant**"). Landlord and Tenant may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of this Lease shall be the date signed by both parties (last date signed).

WITNESSETH:

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I. PREMISES

Section 1.1 Leased Premises. Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises ("**Premises**") situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building ("**Ground Floor**"), and 7,200 of unfinished basement space in the building ("**Basement**") for a total of 14,800 rentable square feet, located at 500 S. 8th Street, Boise, Idaho ("**Building**"). The Ground Floor and Basement are shown as the **Premises** on the Floor Plans attached hereto as Exhibit "A".

Section 1.2 Tenant Improvements. Landlord is providing the Premises upon a "**As-Is**" basis based upon the Floor Plans (Exhibit "A") which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant's sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term. The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

Section 2.2 Optional Renewal Terms. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the "**Renewal Term**"), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.

First optional renewal term: May 1, 2022 to April 30, 2023
Second optional renewal term: May 1, 2023 to April 30, 2024
Third optional renewal term: May 1, 2024 to April 30, 2025

Section 2.3 Required Notice for Renewal Terms. Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

ARTICLE III. RENT

Section 3.1 Monthly Rent. Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of **FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$15,250)** to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Section 3.2 Monthly Rent for Renewal Terms. If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant's monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term's monthly rent amount plus three percent (3%); or b.) the previous term's monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

Section 3.3 Gross Lease. This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the "Operating Expenses") except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord's administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8th Street is included in this Lease.

Section 3.4 Late Payment; Liquidated Damages. Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of

Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord's acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant's default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

ARTICLE IV. SECURITY DEPOSIT

Concurrent with the Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$15,250.00. Said sum shall be held by Landlord as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant's failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord's general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord's interest in the Building, Landlord shall transfer the security deposit to Landlord's successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

ARTICLE V. USE OF PREMISES

Section 5.1 Use. Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, "general office" use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

Section 5.2 Compliance with Laws. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.

Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) ("ADA") applicable to the exterior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party's failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

Section 5.3 Effect on Insurance. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant's use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

Section 5.4 Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

Section 5.5 Electrical Requirements. If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant's own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

Section 5.6 Disposal of Refuse. Subject to Landlord's obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

Section 5.7 Suitability. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with

respect to the Premises or with respect to the suitability of the Premises or the Building for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as provided in this Lease. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at such time, in satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord written notice specifying in reasonable detail the respects in which the Premises or the Building were not in satisfactory condition.

Section 5.8 Prohibited Sales. Tenant shall not use, or permit any person or persons to use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale, distress or fire sale, bankruptcy sale, or going-out-of-business sale.

Section 5.9 Rules and Regulations. Tenant shall comply with any reasonable Building or parking rules and regulations of Landlord as may now exist or may hereafter be established or from time to time be amended by Landlord, provided that no such reasonable rules or amendments shall materially increase Tenant's obligations under this Lease. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or for failure to enforce such rules and/or regulations.

Section 5.10 Exclusive. No exclusive rights are granted under this Lease.

ARTICLE VI. COMMON AREAS

Section 6.1 Definition. As used in this Lease, the term "**common areas**" means the land and improvements which, at the time in question, have been designated by Landlord for common use by or for the benefit of more than one tenant, including, without limitation, any land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls (except those abutting the Premises), elevators, interior corridors, rest rooms, drinking fountains, outside areas, and other public facilities.

Section 6.2 Access; Management. Tenant shall have a nonexclusive right during the term of this Lease to use common areas for itself, its employees, agents, customers, invitees, and licensees, in common with other tenants and their customers. However, all common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees to whom Landlord may have delegated or assigned the right to exercise such management or control, in whole or in part, in Landlord's place and stead, and Landlord and Landlord's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such reasonable rules and regulations, to cause its concessionaires, and its and their employees and agents, so to abide and conform, and to use its best efforts to cause its customers, invites, and licensees to so abide and conform. It shall be Tenant's duty to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and in no event shall Tenant have the right to sell or solicit in any manner in any of the common areas without the prior written consent of Landlord. If any common area expenses are increased by reason of Tenant's operation of its business on a 24-hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased

expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant's expense

Section 6.3 Closure. Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

Section 6.4 Changes. Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord's opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord's sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

Section 6.5 Deliveries. Tenant agrees that Tenant and Tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

ARTICLE VII. UTILITIES

Section 7.1 Utility Charges; Hookup Fees. Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord's negligence or intentional act.

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

Section 9.1 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant's use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

Section 10.1 Tenant's Obligation. Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant's rubbish and refuse.

Section 10.2 Landlord's Obligation. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord's plate glass insurance to the extent it is not covered by Landlord's plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord's cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,

or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

Section 10.3 Failure to Repair. If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

ARTICLE XI. INSURANCE

Section 11.1 Tenant's Obligation. During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant's sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

Subsection 11.1.1 Public Liability and Property Damage. Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than \$2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant's use of the Premises and other portions of the Building, or arising out of or relating to Tenant's maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord's lenders as designated by Landlord from time to time.

Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property. Tenant shall obtain and maintain insurance covering all of the items comprising Tenant's leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of "fire and extended coverage," together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.

Section 11.2 Landlord's Obligation. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord's sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

Subsection 11.2.1 Plate Glass. Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

Section 11.3 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days' written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

Section 11.4 Adjustment of Coverage. Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

Section 11.5 Failure of Tenant to Insure. In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord's election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor be an election of remedies otherwise available to Landlord.

ARTICLE XII. DAMAGE TO PREMISES

Section 12.1 Fully Tenantable. If the Premises are damaged by fire or other casualty (hereinafter "occurrence"), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

Section 12.2 Partially Untenable. If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

Section 12.3 Totally Untenable. If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

Section 12.4 Uninsured Casualty. If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

Section 12.5 Destruction of Building. In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

ARTICLE XIII. CONDEMNATION

Section 13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.

Section 13.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord's expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

Section 13.3 Awards. Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation.

Section 13.4 Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

ARTICLE XIV. ALTERATIONS AND FIXTURES

Section 14.1 Installation; Removal. Tenant shall not make any alterations or additions to the Premises over \$5,000 annually without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant's expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant's cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

Section 14.2 Protection of Others. All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause

dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

Section 14.3 Security System. Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

ARTICLE XV. SIGNS

Section 15.1 Tenant's Sign. Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building's theme and be subject to Landlord's approval as set forth below.

Section 15.2 Approval of Signs. Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8th St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term "exterior sign" means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

Section 15.3 Maintenance. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

ARTICLE XVI. LIENS

Section 16.1 Liens Prohibited. Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen's liens ("prohibited lien"). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney's fees, and all other expenses on account of any such lien.

Section 16.2 Release of Lien. Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.

Section 16.3 Failure to Pay or Release Lien. If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

Section 17.1 Waiver of Subrogation. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

Section 17.2 Non-Liability of Landlord. Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

ARTICLE XVIII. INDEMNITY

Section 18.1 Indemnification of Landlord. Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant's guests, invitees, customers, or any of Tenant's agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord's insurance.

Section 18.2 Indemnification of Tenant. Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney's fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant's agents, employees, contractors, and invitees, which arise from Landlord's breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord's agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

Section 19.1 Assignment Restricted. Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant's sublease, license, or agreement with the entity currently known "Actuate Boise, Inc." and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant's interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant's request for consent within fifteen (15) days of Landlord's receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

Section 19.2 Mortgage Prohibited. Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

Section 19.3 Request for Consent. In the event Tenant requests Landlord's consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord's judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises' use as office and/or storage on the Ground Floor and

storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

Section 19.4 No Implied Release or Waiver. Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant's obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant's option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

Section 19.5 Included Transactions. For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

- (a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;
- (b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant's owners existing as of the date of execution hereof.

ARTICLE XX. SUBORDINATION AND ATTORNMENT

Section 20.1 Subordination. At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord's interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

Section 20.2 Attornment. In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.

ARTICLE XXI. DEFAULT

Section 21.1 Events of Default. Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;
- (b) Failure to timely observe or perform Tenant's other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);
- (c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

Section 21.2 Effect of Notice of Default. If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

Section 21.3 Remedies. In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant's obligation to pay rent or Tenant's other obligations hereunder:

Subsection 21.3.1 Reentry. Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.

Subsection 21.3.2 Reletting.

- (a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant's obligations under this Lease.
- (b) In the event any reletting occurs, Tenant's right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant's liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.
- (c) In the event of a reletting of the Premises after Tenant's default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord's election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

Subsection 21.3.5 Other Remedies. Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

Section 21.4 Mitigation. In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

Section 21.5 Landlord Default. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

Section 22.1 Right of Entry. Landlord and Landlord's authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

- (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
- (b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;
- (c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;
- (d) to post "for sale" signs at any time during the term of this Lease and to post "for rent" signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and
- (e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

Section 22.2 No Liability. Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively "damage") arising out of Landlord's entry on the Premises as allowed herein, unless any such damage arises out of Landlord's negligent or willful misconduct.

ARTICLE XXIII. WAIVER

Landlord's waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

ARTICLE XXIV. NOTICES

Section 24.1 Service of Notice. Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed.

Section 24.2 Landlord's Address. Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC
1301 S. Vista Avenue, Suite 101
Boise, Idaho 83705
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.
Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
(208) 562-4900

Section 24.3 Tenant's Address. Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
(208) 384-4264

With copy to: Ryan Armbruster, Esq.
Elam & Burke
251 E. Front Street, Suite 300
Boise, Idaho 83701
(208) 343-5454

And a copy to: City of Boise
Attn: Boise City Attorney's Office
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83702-0500

Section 24.4 Change of Address. Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXV. HOLD OVER

Section 25.1 Month-to-Month Tenancy. If Tenant, with Landlord's written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease. If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord's written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord's right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity. Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord). The inclusion of this subsection shall not be construed as Landlord's permission for Tenant to hold over after the expiration of this Lease.

ARTICLE XXVI. ATTORNEY FEES AND COSTS

Section 26.1 General Default. If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney's fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

Section 26.2 Litigation. In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, accountant's, and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.

ARTICLE XXVII. SURRENDER OF PREMISES

Section 27.1 Condition. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

Section 27.2 Abandoned Property. Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord's intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord's sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney's fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided elsewhere in this Lease or as allowed by law.

Section 27.3 Permanent Property. All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinabove. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.

ARTICLE XXVIII. MISCELLANEOUS

Section 28.1 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

Section 28.2 Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord's performance; and c.) that not more than an amount equal to one (1) month's rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

Section 28.3 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord's interest, and Tenant agrees to attorn to Landlord's successor in interest.

Section 28.4 Severability. If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

Section 28.5 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

Section 28.6 Interest on Past Due Obligation. Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 28.7 Covenants. Intentionally Omitted.

Section 28.8 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation's board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

Section 28.9 No Recording. Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's interest therein.

Section 28.10 Article Headings. The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

Section 28.11 Entire Agreement. This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

Section 28.12 Amendments. This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

Section 28.13 Governing Law; Venue. This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

Section 28.14 Counterparts. This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

Section 28.15 Succession. This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

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

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

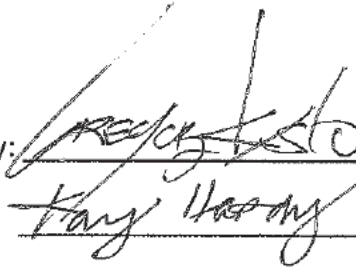
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

IN WITNESS WHEREOF, This Lease Agreement has been executed as of the day and year first hereinabove written.

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

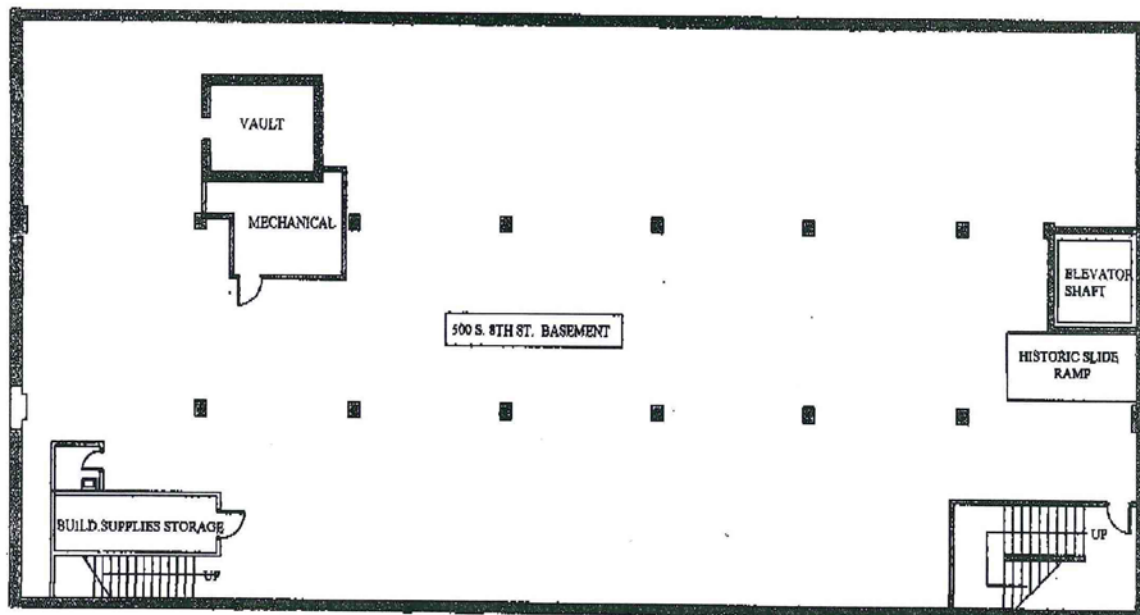
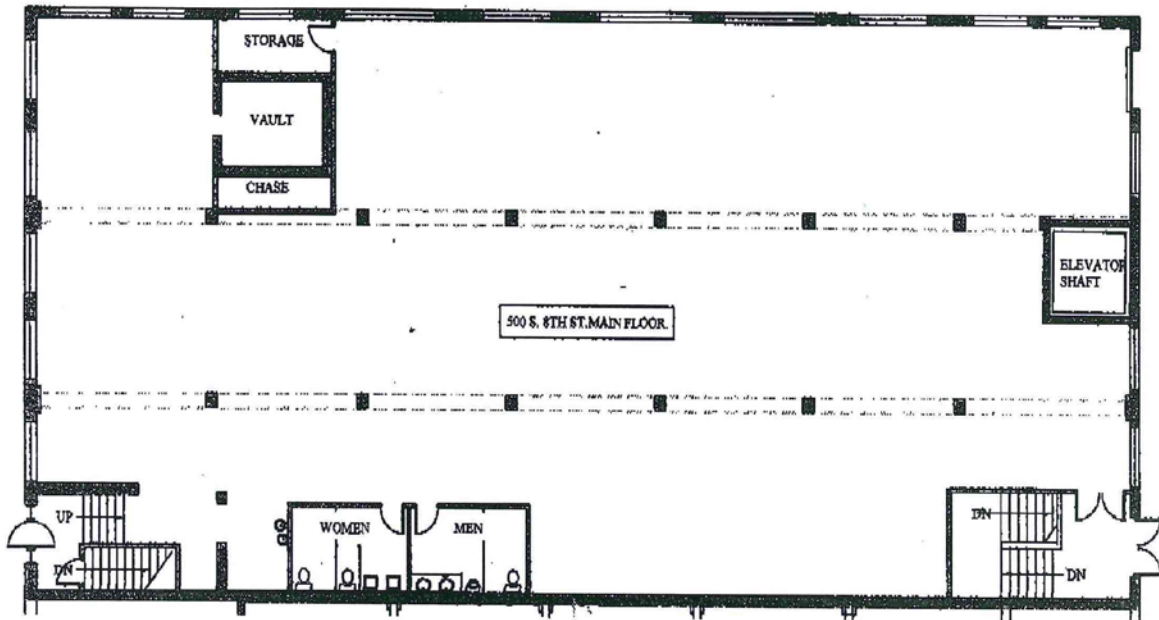


EXHIBIT B

**IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE
AT LEASE EXPIRATION**

None.

EXHIBIT C
PERSONAL PROPERTY LIST

Agency Furniture Available for Manager's Temporary Use

Lobby and Conference Room Furniture

<u>Qty</u>	<u>Item</u>	<u>Color</u>
4	36"x72" Table	Light Wood Veneer
2	36"x72" Folding Table	Light Wood Veneer
2	48" Circle Table	Light Wood Veneer
1	36" Circle Table	Light Wood Veneer
2	48" Square Table	Light Wood Veneer
1	Lobby Couch	Beige
2	Lobby Loveseat	Beige
2	Lobby Chair	Beige
1	24"x24" Square Lobby Table	Dark Wood Veneer

Workstation Furniture

<u>Qty</u>	<u>Item</u>	<u>Color</u>
8	72"x36" Desk	Dark Wood Veneer
1	Corner Desk (Left Extension)	Grey
1	Short Bookcase (48"x24"x29.5")	Grey
25	Cubicle Panel (60"x36")	Grey



AGENDA BILL

Agenda Subject: Consider Resolution No. 1749 approving Renewal of the Lease of 500 S. 8 th Street from Rim View LLC		Date: March 14, 2022
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution No. 1749- Lease of 500 S. 8th Street, Boise	
Action Requested: Adopt Resolution No. 1749 approving Renewal of the Lease of 500 S. 8 th Street from Rim View LLC for one year.		

Background:

Since 2015, the Agency has leased commercial office space at 500 S. 8th Street, Boise, from Rim View LLC ("Lease"). That space has been used by the Agency and the City of Boise ("City") to house the economic development efforts known as Trailhead, the business incubator run by non-profit business entity Actuate Boise, Inc. The City has not been a party to this Lease but shares equally the Lease expenses under the terms and conditions of a Memorandum of Understanding ("MOU") with the Agency, effective December 17, 2019.

Executed on May 18, 2020, the Lease was for an initial term of two years with up to three (3) sequential one-year renewals. The Lease requires an irrevocable notice of renewal to Rim View LLC no later than the end of March. The ability of the Agency to lease real property is expressly allowed by Idaho Code § 50-2007.

Fiscal Notes:

The Agency's cost for a First Renewal Term: May 1, 2022 to April 30, 2023 will be \$92,500 plus an increase of 3% of the percent change of the C.P.I. for the previous 12 months, whichever is less. The Agency has budgeted sufficient funds for this expense.

Staff Recommendation:

In order to achieve the Trailhead business efforts described herein, Staff recommends the Agency Board adopt Resolution No. 1749

Suggested Motion:

I move to adopt Resolution No. 1749 approving Renewal of the Lease of 500 S. 8th Street from Rim View LLC for one year.

RESOLUTION NO. 1749

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 RENEWAL OF THE LEASE OF 500 S. 8TH STREET, BOISE, IDAHO, BETWEEN THE AGENCY AND RIM VIEW LLC FOR A PERIOD OF ONE (1) YEAR WITH CERTAIN TERMS AND CONDITIONS AND EXPENSES MEANT TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE OPTION TO RENEW ON BEHALF OF THE AGENCY, INCLUDING THE EXPENDITURE OF FUNDS; 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 de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the Agency and the City for the past seven years have been working together to provide a benefit to the citizens of Boise, Idaho, by encouraging private investment within the city by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise, Idaho; and,

WHEREAS, to accomplish the above and other public purposes, the Agency has leased office space in the building addressed as 500 S. 8th Street, Boise ("Building"), from Rim View LLC since February 2015, which commercial office space has been used by Actuate Boise, Inc., to provide services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services") through operations commonly known as Trailhead; and,

WHEREAS, at its public meeting on December 9, 2019, the Agency Board passed Resolution No. 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions regarding the expenses associated with leasing the Building; and,

WHEREAS, at its public meeting on December 17, 2019, the City approved the Memorandum of Understanding between the Agency and the City; and thereafter in accordance with Section 2.3 of the Memorandum of Understanding, the City approved the form of the lease for the Building at its public meeting on May 12, 2020, and has shared in all leasing expenses since that time; and,

WHEREAS, at its public meeting on May 18, 2020, the Agency Board passed Resolution No. 1650 approving the current lease of the Building, with an effective date of May 1, 2020, for an initial Term of two (2) years with the option to renew for up to three (3) sequential one (1) year renewal terms; and,

WHEREAS, the Agency Board hereby finds and determines that renewal of the lease for one (1) year, in accordance with Section 2.2 of the lease, enables all the involved parties to continue cooperating to their mutual advantage in a manner that will best accord with the individual needs and development of the parties; and,

WHEREAS, the ability of the Agency to lease real property is expressly allowed by Idaho Code Section 50-2007; and,

WHEREAS, the Agency Board finds it in the best public interest to approve renewal of the lease with Rim View LLC to authorize the Executive Director to exercise the option to renew for said one-year term on behalf of the Agency.

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

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

Section 2: That renewal of the lease of 500 S. 8TH Street, Boise, between the Agency and Rim View LLC for the first optional renewal term of one (1) year, May 1, 2022 to April 30, 2023, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to take all necessary steps to exercise the option to renew the lease, including the expenditure of funds for said one-year renewal totaling ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED

NINETY DOLLARS (\$188,490), half of which amount is reimbursed by the City of Boise under the terms and conditions of the Memorandum of Understanding, effective December 17, 2019.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

OFFICE LEASE
500 S. 8th Street, Boise, Idaho

THIS OFFICE LEASE is made and entered into as of the 18th day of May _____, 2020, by and between RIM VIEW LLC, an Idaho limited liability company ("**Landlord**"), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("**Tenant**"). Landlord and Tenant may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of this Lease shall be the date signed by both parties (last date signed).

WITNESSETH:

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I. PREMISES

Section 1.1 Leased Premises. Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises ("**Premises**") situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building ("**Ground Floor**"), and 7,200 of unfinished basement space in the building ("**Basement**") for a total of 14,800 rentable square feet, located at 500 S. 8th Street, Boise, Idaho ("**Building**"). The Ground Floor and Basement are shown as the **Premises** on the Floor Plans attached hereto as Exhibit "A".

Section 1.2 Tenant Improvements. Landlord is providing the Premises upon a "**As-Is**" basis based upon the Floor Plans (Exhibit "A") which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant's sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term. The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

Section 2.2 Optional Renewal Terms. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the "**Renewal Term**"), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.

First optional renewal term: May 1, 2022 to April 30, 2023
Second optional renewal term: May 1, 2023 to April 30, 2024
Third optional renewal term: May 1, 2024 to April 30, 2025

Section 2.3 Required Notice for Renewal Terms. Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

ARTICLE III. RENT

Section 3.1 Monthly Rent. Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of **FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$15,250)** to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Section 3.2 Monthly Rent for Renewal Terms. If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant's monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term's monthly rent amount plus three percent (3%); or b.) the previous term's monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

Section 3.3 Gross Lease. This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the "Operating Expenses") except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord's administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8th Street is included in this Lease.

Section 3.4 Late Payment; Liquidated Damages. Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of

Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord's acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant's default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

ARTICLE IV. SECURITY DEPOSIT

Concurrent with the Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$15,250.00. Said sum shall be held by Landlord as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant's failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord's general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord's interest in the Building, Landlord shall transfer the security deposit to Landlord's successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

ARTICLE V. USE OF PREMISES

Section 5.1 Use. Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, "general office" use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

Section 5.2 Compliance with Laws. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.

Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) ("ADA") applicable to the exterior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party's failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

Section 5.3 Effect on Insurance. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant's use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

Section 5.4 Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

Section 5.5 Electrical Requirements. If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant's own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

Section 5.6 Disposal of Refuse. Subject to Landlord's obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

Section 5.7 Suitability. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with

respect to the Premises or with respect to the suitability of the Premises or the Building for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as provided in this Lease. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at such time, in satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord written notice specifying in reasonable detail the respects in which the Premises or the Building were not in satisfactory condition.

Section 5.8 Prohibited Sales. Tenant shall not use, or permit any person or persons to use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale, distress or fire sale, bankruptcy sale, or going-out-of-business sale.

Section 5.9 Rules and Regulations. Tenant shall comply with any reasonable Building or parking rules and regulations of Landlord as may now exist or may hereafter be established or from time to time be amended by Landlord, provided that no such reasonable rules or amendments shall materially increase Tenant's obligations under this Lease. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or for failure to enforce such rules and/or regulations.

Section 5.10 Exclusive. No exclusive rights are granted under this Lease.

ARTICLE VI. COMMON AREAS

Section 6.1 Definition. As used in this Lease, the term "common areas" means the land and improvements which, at the time in question, have been designated by Landlord for common use by or for the benefit of more than one tenant, including, without limitation, any land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls (except those abutting the Premises), elevators, interior corridors, rest rooms, drinking fountains, outside areas, and other public facilities.

Section 6.2 Access; Management. Tenant shall have a nonexclusive right during the term of this Lease to use common areas for itself, its employees, agents, customers, invitees, and licensees, in common with other tenants and their customers. However, all common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees to whom Landlord may have delegated or assigned the right to exercise such management or control, in whole or in part, in Landlord's place and stead, and Landlord and Landlord's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such reasonable rules and regulations, to cause its concessionaires, and its and their employees and agents, so to abide and conform, and to use its best efforts to cause its customers, invites, and licensees to so abide and conform. It shall be Tenant's duty to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and in no event shall Tenant have the right to sell or solicit in any manner in any of the common areas without the prior written consent of Landlord. If any common area expenses are increased by reason of Tenant's operation of its business on a 24-hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased

expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant's expense

Section 6.3 Closure. Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

Section 6.4 Changes. Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord's opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord's sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

Section 6.5 Deliveries. Tenant agrees that Tenant and Tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

ARTICLE VII. UTILITIES

Section 7.1 Utility Charges; Hookup Fees. Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord's negligence or intentional act.

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

Section 9.1 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant's use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

Section 10.1 Tenant's Obligation. Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant's rubbish and refuse.

Section 10.2 Landlord's Obligation. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord's plate glass insurance to the extent it is not covered by Landlord's plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord's cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,

or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

Section 10.3 Failure to Repair. If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

ARTICLE XI. INSURANCE

Section 11.1 Tenant's Obligation. During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant's sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

Subsection 11.1.1 Public Liability and Property Damage. Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than \$2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant's use of the Premises and other portions of the Building, or arising out of or relating to Tenant's maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord's lenders as designated by Landlord from time to time.

Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property. Tenant shall obtain and maintain insurance covering all of the items comprising Tenant's leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of "fire and extended coverage," together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.

Section 11.2 Landlord's Obligation. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord's sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

Subsection 11.2.1 Plate Glass. Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

Section 11.3 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days' written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

Section 11.4 Adjustment of Coverage. Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

Section 11.5 Failure of Tenant to Insure. In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord's election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor be an election of remedies otherwise available to Landlord.

ARTICLE XII. DAMAGE TO PREMISES

Section 12.1 Fully Tenantable. If the Premises are damaged by fire or other casualty (hereinafter "occurrence"), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

Section 12.2 Partially Untenable. If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

Section 12.3 Totally Untenable. If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

Section 12.4 Uninsured Casualty. If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

Section 12.5 Destruction of Building. In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

ARTICLE XIII. CONDEMNATION

Section 13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.

Section 13.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord's expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

Section 13.3 Awards. Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation.

Section 13.4 Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

ARTICLE XIV. ALTERATIONS AND FIXTURES

Section 14.1 Installation; Removal. Tenant shall not make any alterations or additions to the Premises over \$5,000 annually without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant's expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant's cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

Section 14.2 Protection of Others. All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause

dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

Section 14.3 Security System. Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

ARTICLE XV. SIGNS

Section 15.1 Tenant's Sign. Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building's theme and be subject to Landlord's approval as set forth below.

Section 15.2 Approval of Signs. Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8th St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term "exterior sign" means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

Section 15.3 Maintenance. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

ARTICLE XVI. LIENS

Section 16.1 Liens Prohibited. Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen's liens ("prohibited lien"). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney's fees, and all other expenses on account of any such lien.

Section 16.2 Release of Lien. Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.

Section 16.3 Failure to Pay or Release Lien. If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

Section 17.1 Waiver of Subrogation. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

Section 17.2 Non-Liability of Landlord. Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

ARTICLE XVIII. INDEMNITY

Section 18.1 Indemnification of Landlord. Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant's guests, invitees, customers, or any of Tenant's agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord's insurance.

Section 18.2 Indemnification of Tenant. Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney's fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant's agents, employees, contractors, and invitees, which arise from Landlord's breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord's agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

Section 19.1 Assignment Restricted. Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant's sublease, license, or agreement with the entity currently known "Actuate Boise, Inc." and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant's interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant's request for consent within fifteen (15) days of Landlord's receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

Section 19.2 Mortgage Prohibited. Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

Section 19.3 Request for Consent. In the event Tenant requests Landlord's consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord's judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises' use as office and/or storage on the Ground Floor and

storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

Section 19.4 No Implied Release or Waiver. Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant's obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant's option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

Section 19.5 Included Transactions. For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

- (a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;
- (b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant's owners existing as of the date of execution hereof.

ARTICLE XX. SUBORDINATION AND ATTORNMENT

Section 20.1 Subordination. At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord's interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

Section 20.2 Attornment. In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.

ARTICLE XXI. DEFAULT

Section 21.1 Events of Default. Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;
- (b) Failure to timely observe or perform Tenant's other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);
- (c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

Section 21.2 Effect of Notice of Default. If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

Section 21.3 Remedies. In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant's obligation to pay rent or Tenant's other obligations hereunder:

Subsection 21.3.1 Reentry. Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.

Subsection 21.3.2 Reletting.

- (a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant's obligations under this Lease.
- (b) In the event any reletting occurs, Tenant's right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant's liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.
- (c) In the event of a reletting of the Premises after Tenant's default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord's election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

Subsection 21.3.5 Other Remedies. Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

Section 21.4 Mitigation. In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

Section 21.5 Landlord Default. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

Section 22.1 Right of Entry. Landlord and Landlord's authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

- (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
- (b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;
- (c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;
- (d) to post "for sale" signs at any time during the term of this Lease and to post "for rent" signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and
- (e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

Section 22.2 No Liability. Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively "damage") arising out of Landlord's entry on the Premises as allowed herein, unless any such damage arises out of Landlord's negligent or willful misconduct.

ARTICLE XXIII. WAIVER

Landlord's waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

ARTICLE XXIV. NOTICES

Section 24.1 Service of Notice. Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed.

Section 24.2 Landlord's Address. Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC
1301 S. Vista Avenue, Suite 101
Boise, Idaho 83705
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.
Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
(208) 562-4900

Section 24.3 Tenant's Address. Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
(208) 384-4264

With copy to: Ryan Armbruster, Esq.
Elam & Burke
251 E. Front Street, Suite 300
Boise, Idaho 83701
(208) 343-5454

And a copy to: City of Boise
Attn: Boise City Attorney's Office
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83702-0500

Section 24.4 Change of Address. Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXV. HOLD OVER

Section 25.1 Month-to-Month Tenancy. If Tenant, with Landlord's written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease. If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord's written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord's right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity. Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord). The inclusion of this subsection shall not be construed as Landlord's permission for Tenant to hold over after the expiration of this Lease.

ARTICLE XXVI. ATTORNEY FEES AND COSTS

Section 26.1 General Default. If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney's fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

Section 26.2 Litigation. In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, accountant's, and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.

ARTICLE XXVII. SURRENDER OF PREMISES

Section 27.1 Condition. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

Section 27.2 Abandoned Property. Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord's intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord's sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney's fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided elsewhere in this Lease or as allowed by law.

Section 27.3 Permanent Property. All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinabove. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.

ARTICLE XXVIII. MISCELLANEOUS

Section 28.1 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

Section 28.2 Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord's performance; and c.) that not more than an amount equal to one (1) month's rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

Section 28.3 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord's interest, and Tenant agrees to attorn to Landlord's successor in interest.

Section 28.4 Severability. If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

Section 28.5 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

Section 28.6 Interest on Past Due Obligation. Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 28.7 Covenants. Intentionally Omitted.

Section 28.8 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation's board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

Section 28.9 No Recording. Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's interest therein.

Section 28.10 Article Headings. The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

Section 28.11 Entire Agreement. This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

Section 28.12 Amendments. This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

Section 28.13 Governing Law; Venue. This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

Section 28.14 Counterparts. This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

Section 28.15 Succession. This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

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

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

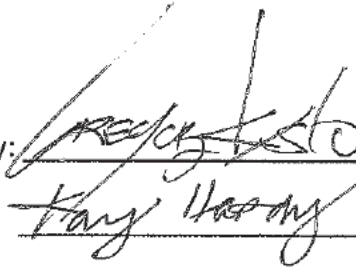
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

IN WITNESS WHEREOF, This Lease Agreement has been executed as of the day and year first hereinabove written.

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

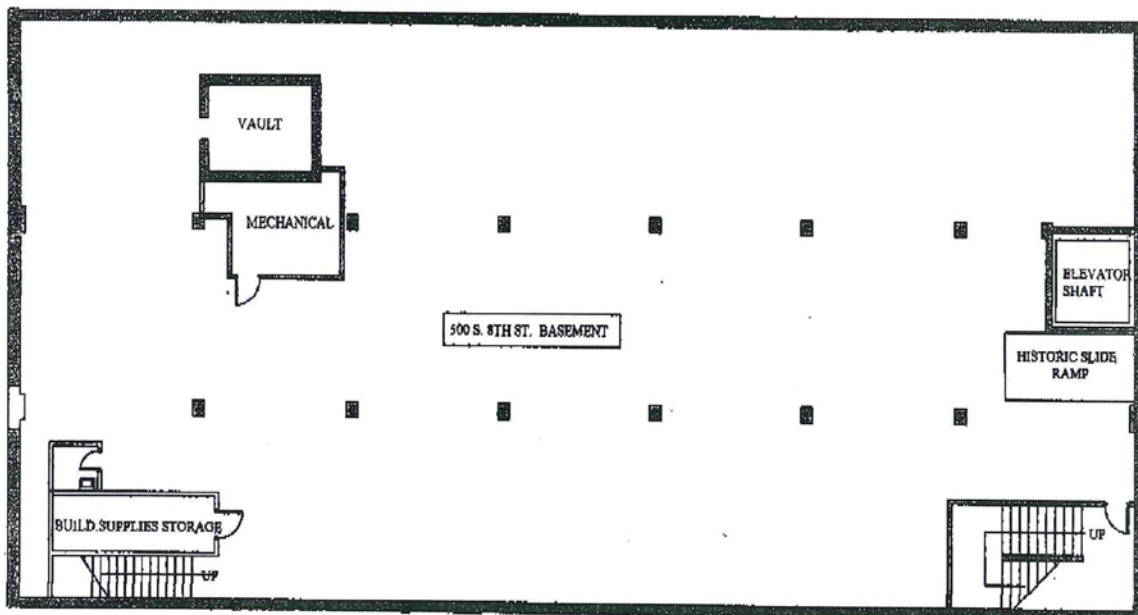
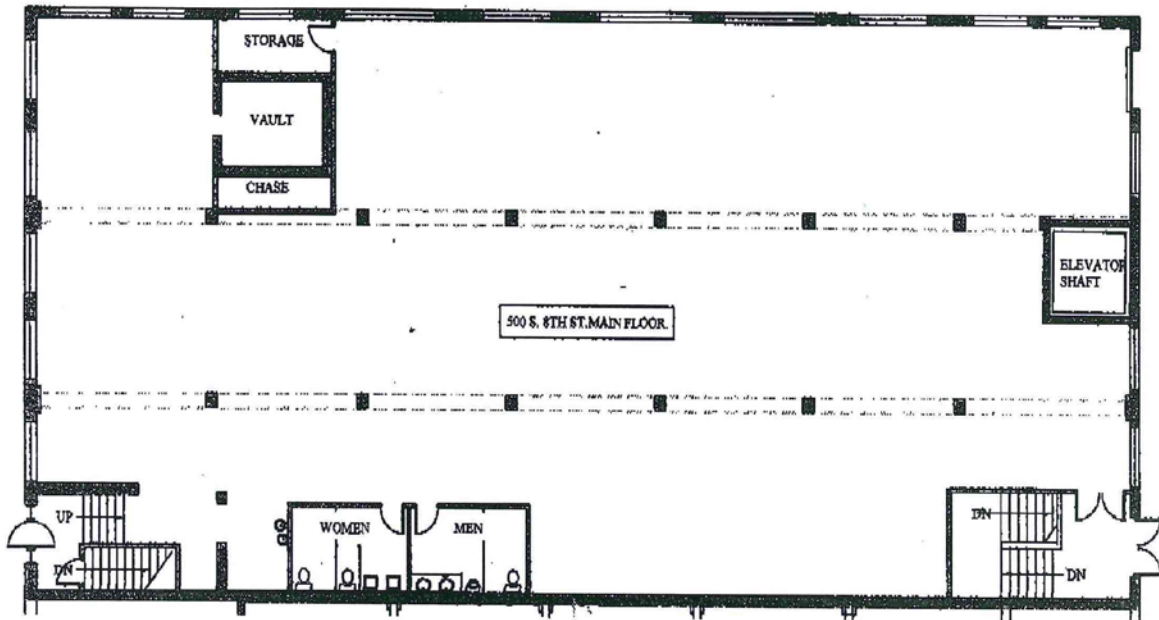


EXHIBIT B

**IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE
AT LEASE EXPIRATION**

None.

RESOLUTION NO. 1754

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, 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, 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 30th Street Area Urban Renewal Plan ("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, 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 to 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:

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

Section 2: 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.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary



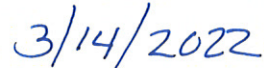
RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent 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 beyond the retention requirement and are therefore 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


Date



March 14, 2022

Jamie Heinzerling
Deputy City Clerk
cityclerk@cityofboise.org
PO Box 500
Boise, ID 83701

Re: CCDC - Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution No. 1754 which was presented and adopted by the Board on March 14, 2022. 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 April 14, 2022. If CCDC does not hear from you by that date, we will proceed with the destruction of these records on or after April 14, 2022.

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

Sincerely,

Kathy Wanner
Contracts Manager

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 03/14/2022 - Resolution No. 1754

Date	Contents	Retention Classification	Eligible Destruction Date & Review
	Competitive Selection records (bid invitations, statements of qualification, bid responses, notice of award) for the following projects, including digital files		
2/26/2015	IFB - Historical Street Lights	SEMI-PERMANENT	2/26/2020
6/2/2015	IFB - Old Boise Streetscapes	SEMI-PERMANENT	FY2020
5/11/2015	Capitol Terrace Waterproofing	SEMI-PERMANENT	5/11/2022
8/12/2015	Brand Development/Marketing Services Parking System	SEMI-PERMANENT	8/12/2020
8/13/2015	CM/GC On Call 2015 - 2020 - Abandoned	SEMI-PERMANENT	8/13/2020
1/20/2015	2015 Streetscapes - PreQualification	SEMI-PERMANENT	1/20/2020
5/8/2015	Risk Based Cycling Review	SEMI-PERMANENT	5/8/2020
6/30/2015	2015 Westside Streetscapes Bid	SEMI-PERMANENT	6/30/2020
1/5/2015	2015 Wayfinding Prequalification - Cancelled	SEMI-PERMANENT	1/5/2020
2/1/2015	2015 Parking Consultant RFQ	SEMI-PERMANENT	2/1/2020
7/26/2014	8th Street NB Conversion	SEMI-PERMANENT	7/26/2020
6/1/2012	Bicycle Racks - informal	SEMI-PERMANENT	6/1/2017
	Misc Service Agreements and Task Orders, including digital files		
9/17/2015	Ally Structural - PSA - 2016 Bannock Streetscapes - Vault Evaluation	SEMI-PERMANENT	FY2020
10/19/2015	Ally Structural - Amend 1 - 2016 Bannock Streetscapes - Vault Evaluation	SEMI-PERMANENT	FY2020
4/12/2016	American Cleaning - Window Cleaning - 500 S 8th Street	SEMI-PERMANENT	FY2021
4/1/2012 - 9/30/2016	Ampco Parking - DPPS Parking Agreement 2012-2016	SEMI-PERMANENT	FY2021
10-28-2009 - 6-30-2016	APS Healthcare - EAP Program	SEMI-PERMANENT	FY2021
5/16/2016	Brown and Caldwell - Ph 1 Environmental Site Assessment Ash Street Properties	SEMI-PERMANENT	FY2021
6-9-2014 5-31-2014	Carew - PSA - CCDC Logo, Graphics Standards & Website	SEMI-PERMANENT	FY2019
2013 & 2014	Crandall Swenson Etal - Engagement Letters	SEMI-PERMANENT	FY2019
2/9/2015	CSHQA - TO 14-002 - Capital Terrace Drain Eval	SEMI-PERMANENT	FY2020
3/16/2015	CSHQA - TO 14-003 - Cap Terr Construction Docs-Waterproofing	SEMI-PERMANENT	FY2020

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 03/14/2022 - Resolution No. 1754

9/8/2015	CSHQA - TO 14-005 - 5th Street Julia Davis Park Entrance - Design	SEMI-PERMANENT	FY2020
10/16/2016	CSHQA - TO 14-008 - CCDC Garage Signage	SEMI-PERMANENT	FY2021
8/8/2016	CTA - West End Visioning & Master Planning	SEMI-PERMANENT	FY2021
8/8/2016	CTA - Ennis Area Visioning	SEMI-PERMANENT	FY2021
1/23/2017	CTA - Park & Ride Lot Development	SEMI-PERMANENT	1/23/2022
2/2/2015	C/T/Y - TO 14-001 - 27th Street Development Study	SEMI-PERMANENT	FY2020
4/12/2016	C/T/Y - TO 14-002 - 2016 8th Street Corridor - Planning & Design	SEMI-PERMANENT	FY2021
7/18/2016	C/T/Y - TO 14-003 - Hayman House - Capital Needs Assessment	SEMI-PERMANENT	FY2021
11/4/2014	ECONorthwest - PSA Market Analysis of Downtown Boise Housing	SEMI-PERMANENT	FY2019
4/21/2015	ECONorthwest - Amend 1 Market Analysis of Downtown Boise Housing	SEMI-PERMANENT	FY2020
1/9/2017	Experis - Document Management Discovery Project	SEMI-PERMANENT	1/9/2022
2/1/2017	Experis - Amend 1 -Doc Management Discovery Project	SEMI-PERMANENT	2/1/2022
7/1/2015	Gjording Fouser -Engagement Letter Legal Consulting - CMGC	SEMI-PERMANENT	FY2020
11/9/2015	HawleyTroxell - Engagement Letter Bond Counsel Engagement	SEMI-PERMANENT	FY2020
5/1/2014	Idaho Airships - Grove Plaza Brick Documentation	SEMI-PERMANENT	FY2019
3/2/2014	Idaho Airships - 2014 Aerial Imagery & Maps	SEMI-PERMANENT	FY2019
12/6/2016	Idaho Airships - 2016 Aerial Imagery & Maps	SEMI-PERMANENT	FY2021
12/13/2014	JedSplit - On Call Agreement 2015-2017	SEMI-PERMANENT	FY2019
11/17/2015	Jensen Belts - TO 14-006 - 8th Street Corridor Master Planning	SEMI-PERMANENT	FY2020
12/4/2015	Jensen Belts - TO 14-007 - Garage Exits Truncated Domes	SEMI-PERMANENT	FY2020
2/16/2016	Jensen Belts - TO 14-008 -2016 LIV District Public Improvement Project	SEMI-PERMANENT	FY2021
11/30/2016	Jensen Belts - TO 14-009 - 2017 Streetscape Improvement Project	SEMI-PERMANENT	FY2021
6/18/2015	Kimley-Horn - TO 15-004 - Parking Garage Pedestrian Exit Safety Assessment	SEMI-PERMANENT	FY2020
7/16/2015	Kimley-Horn - TO 15-005 - Roost Parking Purchase	SEMI-PERMANENT	FY2020
8/15/2015	Kimley-Horn - TO 15-006 - Idaho Power Parking Consultation	SEMI-PERMANENT	FY2020
8/28/2015	Kimley-Horn - TO 15-007 - Parking System Rebranding	SEMI-PERMANENT	FY2020
9/8/2015	Kimley-Horn - TO 15-008 - East Core Garage Study	SEMI-PERMANENT	FY2020
10/14/2015	Kimley-Horn - TO 15-009 - On Street / Off Street Parking Program Coordination	SEMI-PERMANENT	FY2020
11/19/2015	Kimley-Horn - TO 15-010 - Oppenheimer Garage Study - Westside	SEMI-PERMANENT	FY2020
11/19/2015	Kimley-Horn - TO 15-011 - Gardner Company Garage Study - Parcel B	SEMI-PERMANENT	FY2020
7/7/2016	Kimley-Horn - Amend 1 to TO 15-011 - Gardner Company Garage Study - Parcel B	SEMI-PERMANENT	FY2021
9/7/2016	Kimley-Horn - Amend 2 to TO 15-011 - Gardner Company Garage Study - Parcel B	SEMI-PERMANENT	FY2021

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 03/14/2022 - Resolution No. 1754

11/29/2016	Kimley-Horn - Amend 1 to TO 15-011 - Gardner Company Garage Study - Parcel B	SEMI-PERMANENT	FY2021
12/3/2015	Kimley-Horn - TO 15-012 - Fowler (aka Roost) Parking Purchase	SEMI-PERMANENT	FY2020
2/16/2016	Kimley-Horn TO 15-013 - Parking Resource Allocation Analysis	SEMI-PERMANENT	FY2021
6/21/2016	Kimley-Horn TO 15-014 - Parking Operator RFQ/P	SEMI-PERMANENT	FY2021
2/11/2015	KPFF - TO 14-008 - 2015 Capitol Terrace Parking Garage Waterproofing	SEMI-PERMANENT	FY2020
8/12/2015	KPFF -Amend 1 to TO 14-008 - 2015 Capitol Terrace Parking Garage Waterproofing	SEMI-PERMANENT	FY2020
5/12/2015	KPFF - TO 14-009 - City Centre Parking Garage - Elevator Pit Evaluation	SEMI-PERMANENT	FY2020
6/6/2015	KPFF - TO 14-010 - Proposed Parking Study - 6th & Broad (Faces)	SEMI-PERMANENT	FY2020
7/7/2016	KPFF -TO 14-011 - 10th & Front Garage Concrete Spalling	SEMI-PERMANENT	FY2021
2/18/2015	Land Group -TO 14-001 - Pioneer Pathway Ph 3-Design & Cost Est.	SEMI-PERMANENT	FY2020
3/26/2015	Land Group -TO 14-002 - Central Addition - Topographic Survey	SEMI-PERMANENT	FY2020
5/4/2015	Land Group -TO 14-003 - Pioneer Pathway - Topographic Survey	SEMI-PERMANENT	FY2020
5/19/2015	Land Group -TO 14-004 - Pioneer Pathway Ph 3 - Design	SEMI-PERMANENT	FY2020
4/19/2016	Land Group -TO 14-005 - Ash Street Properties - ALTA Survey	SEMI-PERMANENT	FY2021
10/22/2015	Langston & Assoc - PSA 417 S 6th Street Appraisal	SEMI-PERMANENT	FY2020
11/18/2015	Leland Consulting - PSA - Downtown Boise Housing Study - Implementation & Strategy	SEMI-PERMANENT	FY2020
2/24/2015	Leland Consulting - Amend 1 - Downtown Boise Housing Study - Implementation & Strategy	SEMI-PERMANENT	FY2020
8/21/2015	Main Street Auction - Appraisal of Surplus Furniture	SEMI-PERMANENT	FY2020
3/1/2012	Materials Testing - TO 15-001 - Cap Terr Garage - Waterproofing Pull Tests	SEMI-PERMANENT	FY2017
11/26/2013	Mountain States Appraisal - 2013-2016 On Call Professional Services Agmt	SEMI-PERMANENT	FY2018
8/18/2016	Mountain States Appraisal - TO 13-003 Re-Use Appraisal 1401 &1403 W Idaho	SEMI-PERMANENT	FY2021
4/16/2016	Mountain States Appraisal - TO 13-004 - Appraisal of Mkt Value: As Is - vacant commerical land, N of Front, btwn 5th & 6th	SEMI-PERMANENT	FY2021
5/17/2016	Mountain States Appraisal - Amend 1 TO 13-004	SEMI-PERMANENT	FY2021
8/9/2016	Mountain States Appraisal - TO 13-005 - Appraisal of Mkt Value: 503-647 S Ash Street	SEMI-PERMANENT	FY2021
11/30/2016	Mountain States Appraisal - TO 16-001 - Re-Use Appraisal - Dev of 502 W Front St	SEMI-PERMANENT	FY2021
12/23/2016	Mountain States Appraisal - Amend 1 TO 16-001	SEMI-PERMANENT	FY2021
3/6/2017	Mountain States Appraisal - TO 16-002 - Re-Use Appraisal - Ash Street Townhomes	SEMI-PERMANENT	3/6/2022

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 03/14/2022 - Resolution No. 1754

2/24/2017	Musgrove Engineering - TO 14-002 - Underground Overhead Powerlines - Block 18 Alley	SEMI-PERMANENT	2/24/2022
11/21/2013	Oliver Russell - TO 13-001 - Parking Automation Marketing	SEMI-PERMANENT	FY2018
10/15/2015	Oliver Russell - TO 13-002 - Downtown Parking - Brand Dev & Outreach	SEMI-PERMANENT	FY2020
9/4/2015	Pamela Sheldon - PSA - Records Management Project 2015	SEMI-PERMANENT	FY2020
12/31/2015	Pamela Sheldon - Amend 1 - PSA Records Management Project 2015	SEMI-PERMANENT	FY2020
2/13/2013	Parking Consultants - 2013 - 2015 On Call Professional Services Agreement	SEMI-PERMANENT	FY2018
5/25/2016	Parking Consultants - 2016-2017 On Call Professional Services Agreement	SEMI-PERMANENT	FY2021
12/10/2013	Parking Consultants - TO 13-003 PARCS Installation & Project Closeout	SEMI-PERMANENT	FY2018
8/21/2014	Parking Consultants - Amend 1 - TO 13-003 PARCS Install & Project Closeout	SEMI-PERMANENT	FY2019
3/30/2015	Parking Consultants - Amend 2 - TO 13-003 PARCS Install & Project Closeout	SEMI-PERMANENT	FY2020
10/30/2014	Parking Consultants - TO 13-004 - Parking Feasibility Study	SEMI-PERMANENT	FY2019
12/4/2014	Parking Consultants - Amend 1 to TO 13-004 - Parking Feasibility Study	SEMI-PERMANENT	FY2019
6/29/2016	Parking Consultants - TO 16-001 - PARCS for 5th & Broad Garage	SEMI-PERMANENT	FY2021
11/8/2014	Quadrant -TO 14-004 - 1401-1413 W Idaho - ALTA Survey	SEMI-PERMANENT	FY2109
1/5/2015	Quadrant - TO 14-005 - 2015 Old Boise Streetscapes -CD,Bidding, CA	SEMI-PERMANENT	FY2020
3/24/2015	Quadrant - TO 14-006 - 2015 Westside Streetscapes - CD,Permitting, Bidding	SEMI-PERMANENT	FY2020
4/29/2015	Quadrant - TO 14-007 - 2015 RMOB Streetscapes - CA	SEMI-PERMANENT	FY2020
8/13/2015	Quadrant - TO 14-008 - 2015 Westside Streetscapes - CA	SEMI-PERMANENT	FY2020
9/8/2015	Quadrant - TO 14-009 - The Grove Plaza - Update Survey	SEMI-PERMANENT	FY2020
2/29/2016	Quadrant - TO 14-010 - The Grove Plaza Renovation - Legal Description	SEMI-PERMANENT	FY2021
8/13/2013	RCBI - 2013-2015 On Call Professional Services Agreement	SEMI-PERMANENT	FY2018
9/30/2016	Sam Schwartz - PSA - Front & Myrtle Couplet Alternatives Analysis	SEMI-PERMANENT	FY2021
7/1/2015	SB Friedman - PSA - The Roost Due Diligence	SEMI-PERMANENT	FY2020
2/17/2007	Stastnybrun - PSA - On Call Consulting	SEMI-PERMANENT	FY2017
5/7/2014	Worrell Communications - 2014-2016 On Call Professional Services Agmt	SEMI-PERMANENT	FY2019
12/23/2014	Worrell Communications - TO 14-004 - West End Strategic Comm Services	SEMI-PERMANENT	FY2019
4/20/2016	Worrell Communications - Amend 1 to TO 14-004	SEMI-PERMANENT	FY2021
7/2/2015	Worrell Communications - TO 14-005 - The Grove Plaza Brick Program	SEMI-PERMANENT	FY2020
11/16/2015	Worrell Communications - Amend 1 to TO 14-005	SEMI-PERMANENT	FY2020
4/7/2016	Worrell Communications - Amend 2 to TO 14-006	SEMI-PERMANENT	FY2021
2/24/2016	Worrell Communications - TO 14-006 - Strategic Communications Services	SEMI-PERMANENT	FY2021

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 03/14/2022 - Resolution No. 1754

	Certificates of Insurance, including digital files		
2010	Certificates of Insurance - Various Vendors 1-1-2010 and prior	SEMI-PERMANENT	FY2021
	Event Agreements, including digital files		
2012	8th Street Event - Tour de Fat Block Party - Boise Community Radio	SEMI-PERMANENT	FY2015
2012	8th Street Event - Cinco de Mayo	SEMI-PERMANENT	FY2015
2012	8th Street Event - Father's Day Car Show	SEMI-PERMANENT	FY2015
2015	8th Street Event - Idaho Green Fest	SEMI-PERMANENT	FY2017
2013	8th Street Event - Idaho Potato Drop	SEMI-PERMANENT	FY2015
2016	8th Street Event - Taste 208	SEMI-PERMANENT	FY2018
2016	8th Street Event - Oktoberfest 2016	SEMI-PERMANENT	FY2018
2017	8th Street Event - Idaho Gives	SEMI-PERMANENT	FY2019
2015	8th Street Event - Boise Prefat	SEMI-PERMANENT	FY2017
2016	8th Street Event - Boise Prefat	SEMI-PERMANENT	FY2018
2017	8th Street Event - Boise Prefat	SEMI-PERMANENT	FY2019
2014	8th Street Event - Tour de Fat Block Party - Boise Community Radio	SEMI-PERMANENT	FY2016



FY2022 Year-To-Date Financial Report (Unaudited) Through FIRST QUARTER

October 1, 2021 thru December 31, 2021



FY2022 Year-to-Date Financial Report (Unaudited) Through FIRST QUARTER

October 1, 2021 – December 31, 2021

REVENUES:

As is typical, only a small percentage of budgeted tax increment revenues were received in the first quarter (\$4,639).

- As is also typical, about 60% of the annual, budgeted tax increment revenue (\$11.3 million) was received early in the second quarter, in January 2022, and will be included in the Q2 financial report.

Total parking revenues were consistent with expectation considering the impact from the ongoing pandemic, at 26% of the total annual budget amount at the end of the first quarter. Overall, parking revenues for the first quarter are tracking very closely with what was budgeted for FY2022.

EXPENSES:

At the end of first quarter, the agency's total expenses were 23% of the annual budget amount.

- Debt Service: In December, the agency paid off all three outstanding bonds for \$11.9 million, resulting in an interest cost saving of approximately \$573,000.
- Capital Outlay: Expenditures for the first quarter were at 2% of the annual budget. Most of the expenses for capital projects hit during the construction season which corresponds with the agency's third and fourth quarters. Capital projects planning and design were underway in the first quarter.

ABOUT THIS REPORT. This report includes all budgeted agency funds.

Revenues

- Ada County distributes property tax revenue to local governments monthly as received; however, almost 99% of the total budgeted amount is distributed twice a year in January (about 60%) and in July (about 40%) after property tax due dates (December and June).
- Parking garage revenue is generated and received daily throughout the year.
- Fund Balance: Transfer-in if revenues exceed expenses, transfer-out if expenses exceed revenues.

Expenses

- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

FY2022 ORIGINAL BUDGET REVENUE SUMMARY	FY2022 Total (Original) Budget	FY2022 Q1 Actual	% Actual To Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	18,480,000	4,639	0%
Parking Revenue.....	7,636,762	1,955,921	26%
Other Revenues (Various Reimbursements).....	1,678,800	57,021	3%
Subtotal	<u>\$ 27,795,562</u>	<u>\$ 2,017,582</u>	<u>7%</u>
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	181,914	192,463	106%
Use of (Transfer to) Working Capital Fund.....	33,354,489	12,210,136	37%
Subtotal	<u>\$ 33,536,403</u>	<u>\$ 12,402,599</u>	<u>37%</u>
Subtotal - Revenue from Operations	<u>\$ 61,331,964</u>	<u>\$ 14,420,180</u>	<u>24%</u>
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	423,795	26,699	6%
Subtotal	<u>\$ 423,795</u>	<u>\$ 26,699</u>	<u>6%</u>
TOTAL REVENUE	<u>\$ 61,755,759</u>	<u>\$ 14,446,879</u>	<u>23%</u>
EXPENSE SUMMARY			
Operating Expense			
Services & Operations.....	2,821,661	722,683	26%
Personnel Costs.....	2,470,650	531,607	22%
Facilities Management.....	989,289	237,958	24%
Professional Services	1,639,000	123,986	8%
Subtotal	<u>\$ 7,920,600</u>	<u>\$ 1,616,235</u>	<u>20%</u>
Debt Service & Contractual Obligations			
Debt Service.....	12,324,042	11,900,973	97%
Contractual Obligations.....	3,428,622	90,000	3%
Subtotal	<u>\$ 15,752,664</u>	<u>\$ 11,990,973</u>	<u>76%</u>
Capital Outlay			
Office Furniture/Computer Equipment.....	46,000	29,851	65%
Capital Improvement Plan (CIP).....	36,060,700	530,821	1%
Parking Reinvestment Plan (PRP).....	1,432,000	157,301	11%
Mobility Projects.....	120,000	95,000	79%
Subtotal	<u>\$ 37,658,700</u>	<u>\$ 812,973</u>	<u>2%</u>
Subtotal - Expenses for Operations	<u>\$ 61,331,964</u>	<u>\$ 14,420,180</u>	<u>24%</u>
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	423,795	26,699	6%
Subtotal	<u>\$ 423,795</u>	<u>\$ 26,699</u>	<u>6%</u>
TOTAL EXPENSE	<u>\$ 61,755,759</u>	<u>\$ 14,446,879</u>	<u>23%</u>

FY2022 OPERATING REVENUES through 1st Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q1 (October 2021 thru December 2021)

Activity	FY 2021	FY 2022	FY 2022			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	10,731,136	10,100,000	89,683	4,262	(85,421)	-95%
Westside	4,166,300	4,100,000	18	0	(18)	-100%
30th Street	961,780	1,600,000	1,841	339	(1,502)	-82%
Shoreline	267,800	430,000	0	0	0	N/A
Gateway East	1,488,373	2,250,000	7,250	38	(7,212)	-99%
TOTAL RAD	17,615,388	18,480,000	98,792	4,639	(94,153)	-95%
PARKING BY GARAGE						
9th & Main (Eastman)	1,347,129	1,471,103	351,380	376,964	25,583	7%
Capitol & Main (Cap Terrace)	1,287,061	1,869,486	481,659	545,751	64,092	13%
9th & Front (City Centre)	1,062,783	1,584,282	404,042	370,222	(33,820)	-8%
10th & Front (Grove st.)	834,451	1,051,880	254,558	244,764	(9,794)	-4%
Capitol & Myrtle (Myrtle st.)	686,797	949,113	227,292	226,631	(661)	0%
11th & Front (CCDC's portion 30.1%)	253,805	320,698	75,336	84,649	9,313	12%
Misc. Parking	237,545	390,200	97,550	106,941	9,391	10%
TOTAL PARKING	5,709,571	7,636,762	1,891,817	1,955,921	64,104	3%
Other	475,490	1,678,800	419,700	57,021	(362,679)	-86%
TOTAL	23,800,449	27,795,562	2,410,309	2,017,582	(392,728)	-16%

RECONCILIATION TO FY2022 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$61,755,759
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(423,795)
Use of Fund Balance	(33,354,489)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(181,914)
Operating Revenues	<u>\$27,795,562</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2021 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total
ASSETS								
Cash and investments	1,300,000	20,822,679	7,076,022	1,677,999	267,332	1,428,296	10,993,716	43,566,044
Accounts receivable	9,376	91,500	28,603	-	-	-	13,688	143,167
Interest receivable	2,093	-	-	-	-	-	-	2,093
Taxes receivable	-	10,517,186	4,178,884	1,679,925	465,077	2,366,516	-	19,207,588
Prepays	404	15,250	-	-	-	-	30,000	45,654
Restricted cash	-	-	-	-	-	-	509,506	509,506
Property held for resale or development	-	54,490	7,152,327	-	-	-	-	7,206,817
Total assets	<u>1,311,873</u>	<u>31,501,105</u>	<u>18,435,836</u>	<u>3,357,924</u>	<u>732,409</u>	<u>3,794,812</u>	<u>11,546,910</u>	<u>70,680,869</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES								
LIABILITIES								
Accounts payable	44,608	73,851	82,245	172,597	226	5,739	285,080	664,346
Accrued liabilities	95,757	-	-	-	-	-	-	95,757
Advanced revenues	-	-	-	-	-	-	-	-
Refundable deposits	-	-	9,026	-	-	-	-	9,026
Total liabilities	<u>140,365</u>	<u>73,851</u>	<u>91,271</u>	<u>172,597</u>	<u>226</u>	<u>5,739</u>	<u>285,080</u>	<u>769,129</u>
DEFERRED INFLOWS OF RESOURCES								
Unavailable property tax	<u>-</u>	<u>10,517,186</u>	<u>4,178,884</u>	<u>1,679,925</u>	<u>465,077</u>	<u>2,366,516</u>		<u>19,207,588</u>
Total deferred inflows of resources	-	10,517,186	4,178,884	1,679,925	465,077	2,366,516	-	19,207,588
FUND BALANCES								
Nonspendable	404	69,740	7,152,327	-	-	-	30,000	7,252,471
Restricted	-	20,840,328	7,013,354	1,505,402	267,106	1,422,557	9,504	31,058,251
Committed	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	10,722,326	10,722,326
Unassigned	<u>1,171,104</u>	<u>-</u>	<u>-</u>				<u>-</u>	<u>1,171,104</u>
Total fund balances	<u>1,171,508</u>	<u>20,910,068</u>	<u>14,165,681</u>	<u>1,505,402</u>	<u>267,106</u>	<u>1,422,557</u>	<u>11,261,830</u>	<u>50,704,152</u>
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOUR	<u>1,311,873</u>	<u>31,501,105</u>	<u>18,435,836</u>	<u>3,357,924</u>	<u>732,409</u>	<u>3,794,812</u>	<u>11,546,910</u>	<u>70,680,869</u>

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.

Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.

Committed: can be spent for only specific purposes as determined by formal CCDC Board action.

Assigned: intended for specific purposes but not committed or restricted.

Unassigned: all other funds; typically the General Fund.



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Public Meeting to consider adjusting parking rates effective May 1, 2022.		Date: March 14, 2022
Staff Contact: Matt Edmond, Director of Parking & Mobility	Attachments: <ol style="list-style-type: none">1. Resolution 1750 Authorizing Parking Rate Changes2. Parking Garage Map3. Public Notice Rate Sheet4. Online Survey Report5. New Rate Sheet with Group Plan	
Action Requested: After considering public comments, adopt Resolution 1750 authorizing implementation of new parking rates in the public parking garages CCDC manages effective May 1, 2022.		

Background

The Agency owns and operates six public parking garages (**Attachment 2**) with 3,179 parking spaces in downtown Boise that in combination serve approximately 2,500 monthly contract customers and over 60,000 hourly and overnight visitors each month. The Agency occasionally adjusts parking rates in the garages to 1) manage demand among the garages, 2) cover increases in operations and maintenance costs, and 3) provide a revenue source for system modernization and expansion and mobility alternatives. The Agency last adjusted parking rates in February 2018. The Agency had contemplated a parking rate adjustment in response to growing downtown parking demand in early 2020, but tabled that effort as the COVID pandemic took hold and parking demand plummeted.

Demand-Based Pricing

As a parking management best practice and a strategy included in the Agency's *2016 Parking Strategic Plan*, ParkBOI employs different monthly rates at its garages to balance the varying degrees of supply and demand and to ensure some amount of parking availability throughout the day at each of those garages. Monthly customers at the two busiest garages (9th & Main and Capitol & Main) pay the highest monthly rate of \$175, while monthly customers at the garage with the most available capacity (11th & Front) pay the lowest monthly rate of \$100. The table on the next page illustrates the difference in peak demand among the garages, both pre-pandemic and in recent months.

Table 1: Peak Occupancy by Garage

Garage	Spaces	Nov 2019 – Feb 2020 Peak Occupancy	Nov – Dec 2021 Peak Occupancy
Capitol & Main Garage	495	84.4%	93.9%²
9 th & Main Garage	386	89.4%²	86.0%²
9 th & Front Garage	584	73.5%	82.7%
Capitol & Myrtle Garage	343	71.7%	59.5%
10 th & Front Garage	543	68.1%	46.2%
11 th & Front Garage	828	14.6%	44.1%

Note 2: A parking facility is generally considered to be at capacity when 85% or more of its spaces are occupied.

These occupancy rates do not account for some unmet demand for monthly permits at 9th & Main and Capitol & Main, which have a combined current waitlist of 45 people seeking monthly permits. Agency staff and the ParkBOI operator believe a higher monthly rate differential is in order to shift some monthly permit demand from these two garages to garages with available permits such as 10th & Front.

Traditionally, ParkBOI has maintained a uniform hourly (\$3/hour after First Hour Free) and daily maximum (\$15) rate for user clarity. The busiest garages in the ParkBOI system, 9th & Main and Capitol & Main, are increasingly reaching capacity during times of peak demand (typically midday on weekdays and on weekend evenings) due to not only monthly and short-term hourly customers, but also hourly customers who park “all day” (for 6 hours or more). At present, 180 to 200 hourly customers park “all day” in the 9th & Main and Capitol & Main Garages on the average weekday, occupying up to 25% of those garages’ total capacity, while excess capacity exists all day in ParkBOI’s less centrally located garages. This large “all day” use risks potentially displacing more time-sensitive hourly customers coming downtown to have lunch or do some quick shopping. Agency staff and the ParkBOI operator believe a higher daily maximum rate is in order to encourage some of these “all day” parkers to make use of less busy garages and preserve more availability for truly short-term customers.

Increasing Operations & Maintenance Costs

The Agency uses revenue generated by ParkBOI to fund the parking system’s operations, maintenance, and modernization. Many of these costs have increased in recent years. As with much of the Boise labor market, the ParkBOI operator has necessarily increased wages by over 25% for rovers and maintenance staff and over 15% for administrative staff since 2019. Additionally, several of the ParkBOI structures are reaching an age that requires more expensive maintenance such as concrete rehabilitation, elevator modernization, and general building code upgrades. The Agency spent approximately \$2 million on concrete rehabilitation in 2021, and another \$8 million for garage preservation, rehabilitation, code updates, and modernization is planned over the next five years.

Modernization and Expansion of Parking and Mobility

In recent years, the Agency has worked with stakeholders and agency partners to introduce and promote alternatives to single occupant vehicle driving and parking. Some examples of this include sponsorship of Boise GreenBike, the City-BSU Park-n-Ride shuttle, partnership in City Go, BikeBOI secure bike parking, and carpool priority parking and electric vehicle charging stations in ParkBOI garages. With some of the revenue generated from parking fees, ParkBOI will not only look to fund some system expansion, as with the public parking and mobility component of the proposed Block 68 project, but also continue to support and help fund mobility options while working to become more sustainable itself. This could include more electric vehicle charging, bike share, electric car share, rooftop solar, support for transit, or other efforts as deemed appropriate by stakeholders and the Agency Board.

Public & Stakeholder Notice

In light of the current recovery and in anticipation of parking demand exceeding pre-pandemic levels in 2022, Agency staff requested, and the Board approved at the January 18 meeting, setting the March 14, 2022 Board meeting to accept public comment and consider adjusting ParkBOI monthly rates, the daily maximum rate, and miscellaneous parking rates, for implementation May 1, 2022. In preparation for the March 14 meeting, Agency staff published notice in the *Idaho Statesman* on January 21 and February 11, 2022 (**Attachment 2**), emailed notice to customers and stakeholders, posted notices in all the garages, and conducted an online survey from January 21 to February 28, 2022.

Survey Results

The Agency conducted an online survey from January 21 through February 28, 2022 to better understand the sentiment of current ParkBOI garage users and opinion on the proposed rate changes. The survey received 509 responses during that period. Respondents indicated an overall satisfaction with ParkBOI, including satisfaction with garage cleanliness and ParkBOI staff. Most respondents did, however, express reluctance to pay increased rates. The most frequent (5 or more) open-end comments by category were:

- Concerns over rate increase (52)
- Issues with oversize trucks and SUVs in garages (31)
- Want better lighting, cameras, security (17)
- Want bigger/wider parking spaces (15)
- Want improved payment/access capabilities (tap to pay, LPR) (14)
- Want more cleaning, trash & recycling receptacles (14)
- Want more parking pass options (e.g. part time/hybrid) (13)
- Want better markings and signage (8)
- Keep First Hour Free (8)
- Problems at exit (8)
- Want more parking enforcement (6)
- Elevator issues (6)
- Preferential parking monthly users (6)
- Want more secure bike parking (5)

The online survey report is included in **Attachment 4**.

New Group Plan Parking Product

In addition to these rate adjustments, ParkBOI will also offer a new Group Plan parking product (previously referred to as soft pooling) on a trial basis for employers who pay for employee parking and have a number of employees who work (and park) downtown on an irregular basis due to remote work, part time work, or some other reason. An employer using this program will be able to pay based on the maximum number of parking spaces they expect to use at one time, rather than the number of permits, with the provision that they would have to pay the short term rate—above and beyond monthly rates—for any parking used by their employees in excess of the allowable limit each month. The base rate of the Group Plan per space will be the same as the general parking rate in the respective garages in which the Group Plan is available: \$150 per space per month beginning on May 1. Agency staff believes this may be a valuable product for some employers, either in the service industry or phasing in a return to office on a hybrid schedule. ParkBOI plans to offer this product at the 9th & Front and 10th & Front Garages, where there is currently excess capacity, for a trial period of 6-12 months. After that time, staff will present to the Board preliminary findings of the trial. This Group Plan is included in the Notice of Approved 2022 ParkBOI Parking Rates in **Attachment 5**.

Fiscal Impact:

The proposed rate adjustments would increase parking revenue by approximately \$185,000 for FY2022 if fully implemented on May 1, and by \$450,000 in FY2023. The Agency will use the additional revenue to help fund increased operating and maintenance costs, facility modernization and sustainability efforts, travel demand management programs, and construction of additional parking facilities.

Next Steps:

- May 1, 2022: New rates go into effect

Staff Recommendation:

Approve the ParkBOI parking rate adjustments as proposed.

Suggested Motion:

I move to adopt Resolution 1750 authorizing the implementation of new parking rates in the public parking garages CCDC manages effective May 1, 2022.

RESOLUTION NO. 1750

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, AUTHORIZING THE MODIFICATION OF THE PUBLIC PARKING MANAGEMENT PLAN BY APPROVING A PROPOSED RATE ADJUSTMENT FOR THE PARKING SYSTEM; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE PROPOSED RATE ADJUSTMENT AND MODIFICATION TO THE PLANS; AND PROVIDING FOR ANY NECESSARY TECHNICAL CHANGES; 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"); and,

WHEREAS, 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 Agency's Public Parking Management Plan governs the parking policies and procedures for Agency parking facilities that are in or serve the expired Central District Plan, the Westside Urban Renewal Project Area, and the River Myrtle-Old Boise Plan; and,

WHEREAS, the Public Parking Management Plan provides for modifications of the parking rates set forth therein; and,

WHEREAS, the Public Parking Management Plan provides for the Agency to establish rates for parking within the facilities owned, operated, and managed by the Agency; and,

WHEREAS, the Agency and Agency's parking operator have studied the modification of certain parking rates including those for monthly parking; and,

WHEREAS, the rate restructuring plan proposes to raise monthly parking rates to be effective as of May 1, 2022; and,

WHEREAS, at its meeting of January 18, 2022, the Agency Board received a report regarding the proposed rate changes and thereafter instructed Agency staff to prepare the necessary information and publications in order to receive public comment at its March 14, 2022, meeting; and,

WHEREAS, the Parking Management Plan provides for certain notice, comment, and public input concerning any proposed parking rate changes; and,

WHEREAS, under several development agreements pursuant to the expired Central District Plan and the River Myrtle-Old Boise Plan, certain developers or owners of certain real property have the right to receive notice of any rate changes; and,

WHEREAS, on January 21, 2022 and February 11, 2022, the Agency caused to be published in the *Idaho Statesman* newspaper a public notice of Proposed Parking Rate Adjustments advising the public of the meeting scheduled for March 14, 2022, to consider the rate adjustments; and,

WHEREAS, the Agency has provided specific written notice of the Proposed Parking Rate Adjustments to those persons or entities entitled to such notice; and,

WHEREAS, the Agency Board considered the information and comments received at its March 14, 2022, meeting; and,

WHEREAS, the Agency Board finds it necessary to modify the parking rates applicable to the parking system owned by the Agency and operated for the benefit of the Agency; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to adopt the modifications to the Parking Management Plan occasioned by the proposed parking rate adjustment and adopt the parking rate adjustments.

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

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

Section 2: That the modifications to the Public Parking Management Plan as set forth in the public notice of Proposed Parking Rate Adjustments, attached hereto as Exhibit A and incorporated herein by reference, along with any modifications to Exhibit A as a result of the public comment received at the March 14, 2022, Agency Board meeting are hereby approved and adopted.

Section 3: That the Executive Director is hereby authorized, permitted, and directed to distribute the modified parking rate schedule (the "Rate Schedule") and to provide sufficient copies to any interested party; and further, that the Executive Director is authorized, permitted, and directed to make any technical changes to the Rate Schedule so long as such changes are in keeping with the information considered and the public comment received at the March 14, 2022, Agency Board meeting.

Section 4: That the Rate Schedule shall be effective as of May 1, 2022, unless any existing parking agreement with the Agency or its parking operator mandates a later effective date.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary

PUBLIC NOTICE

Proposed Parking Rate Adjustments

January 2022

The Capital City Development Corporation (CCDC) Board of Commissioners will consider rate adjustments for the ParkBOI Public Parking Garage System at its meeting on March 14, 2022. The meeting will begin at 12:00 p.m. in CCDC Board Room located at 121 N. 9th St., 5th Floor, Boise, Idaho. Rates under review are related to daily maximum, monthly passes, hotel overnight, and monthly reserved parking. Rates are intended to be in effect for one year.

To comment on the proposed rate changes, parking garage users can attend the March 14, 2022 CCDC Board meeting, complete the [CCDC 2022 Parking Survey](https://www.surveymonkey.com/r/ParkBOI2022) (<https://www.surveymonkey.com/r/ParkBOI2022>), or submit comments by email, fax, or mail. Written comments are due by 10:00 am March 14, the day of the meeting.

ParkBOI Parking Rate Adjustments
Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702

Email: info@ccdcb Boise.com

Fax: (208) 384-4267

Web: <https://www.ccdcb Boise.com/parking/proposed-parking-rates/>

Proposed 2022 Rate Adjustments for ParkBOI Facilities

Category	Current Rate	Proposed Rate	% Change
First Hour	Free	Free	No change
Hourly Rate (all garages)	\$3/hour	\$3/hour	No change
Weekday Max (9 th & Main, Cap & Main)	\$15	\$20	33%
Weekday Max (all other garages)	\$15	\$15	No change
Weekend Max (all garages)	\$6	\$8	33%
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Employee PM Rate (10 th & Front)	\$50	\$50	No change
11 th & Front Hotel	\$7.50	\$8	7%
Hampton Inn Overnight	\$8	\$8	No Change
Hotel 43 Overnight	\$15	Discontinued	N/A
Chandler's Valet	\$2.66 per Car	Discontinued	N/A
Car/Van Pool (Cap & Myrtle, 9 th & Front, 10 th & Front, 11 th & Front)	New	\$75 + City Go*	New product
Special Event	\$10	\$10	No change
BikeBOI	\$20 activation	\$20 activation	No change

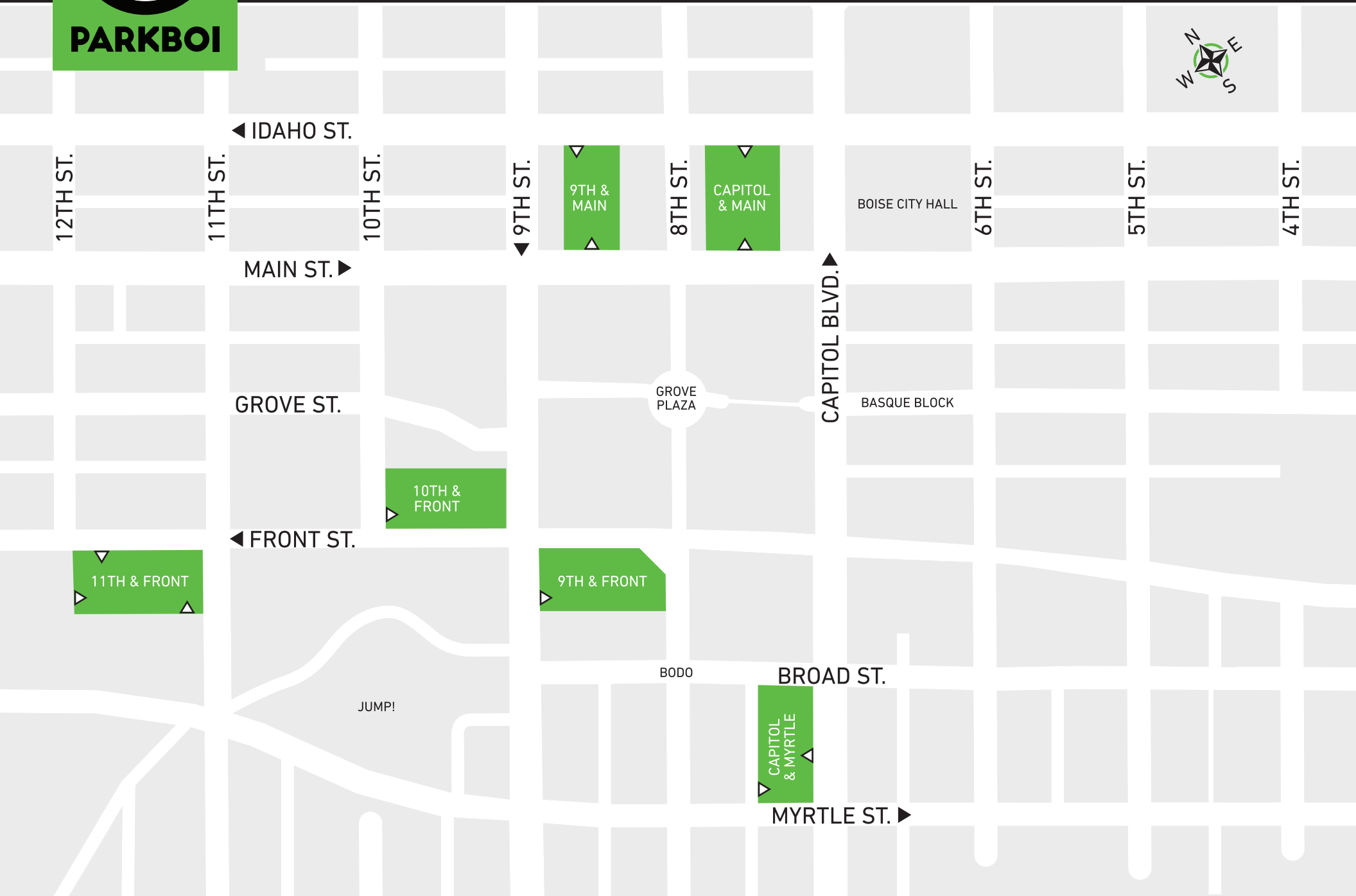
**requires additional \$50 annual fee for City Go membership*

This public meeting will be 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.



PARKBOI

PUBLIC PARKING GARAGES





Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
17705	204772	Print Legal Display - Legal Notice	2022 Parking Rates	\$790.00	3	10.18 in

Attention: Kathy Wanner
121 N 9TH ST SUITE 501
BOISE, ID 837025804

Copy of ad content
is on the next page

Bettina Jantzen, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformity with Section 60-108, Idaho Code, as amended, for:

No. of Insertions: 2

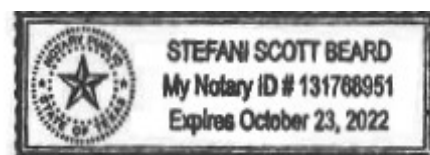
Beginning Issue of: 01/21/2022

Ending Issue of: 02/11/2022

(Legals Clerk)

On this 11th day of February in the year of 2022 before me, a Notary Public, personally appeared before me Bettina Jantzen known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

PUBLIC NOTICE
Proposed Parking Rate Adjustments
January 2022

The Capital City Development Corporation (CCDC) Board of Commissioners will consider rate adjustments for the ParkBOI Public Parking Garage System at its meeting on March 14, 2022. The meeting will begin at 12:00p.m. in CCDC Board Room located at 121 N. 9th St., 5th Floor, Boise, Idaho. Rates under review are related to daily maximum, monthly passes, hotel overnight, and monthly reserved parking. Rates are intended to be in effect for one year.

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ParkBOI Parking Rate Adjustments
Capital City Development Corporation
121 N. 9th St., Suite 501
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Email: info@ccdchoise.com
Fax: (208) 384-4267
Web: <https://www.ccdcboise.com/parking/proposed-parking-rates/>

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Special Event	\$10	\$10	No change
BikeBOI	\$20 activation	\$20 activation	No change

**requires additional \$50 annual fee for City Go membership*

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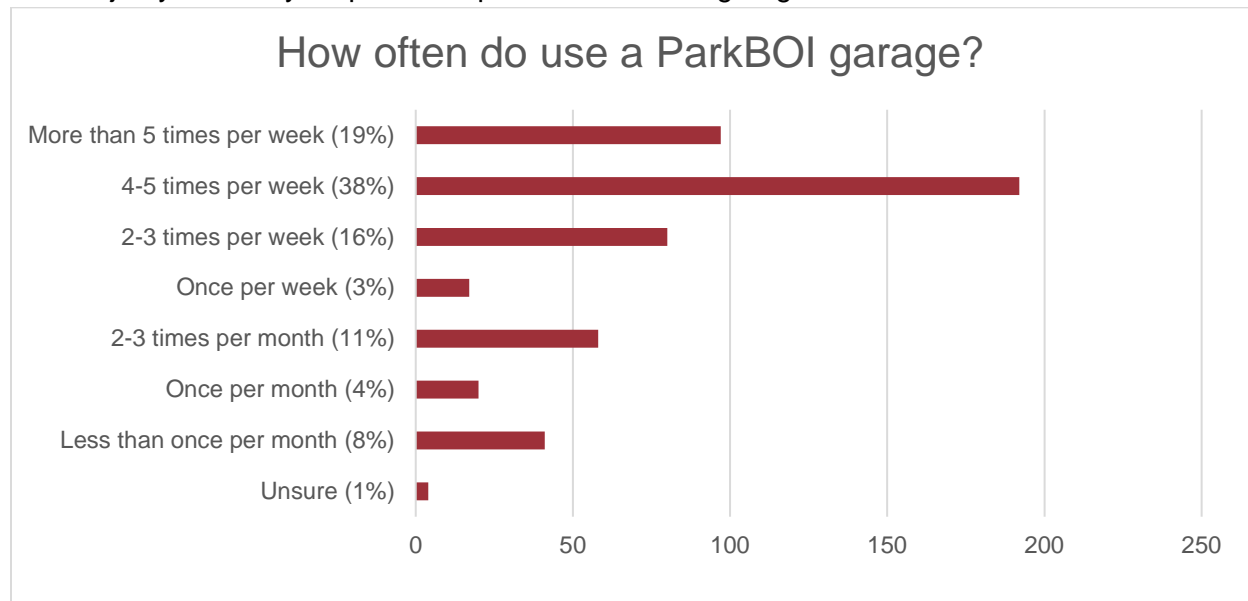
ParkBOI 2022 Parking Survey Report

In preparation of the March 14, 2022 meeting to accept public comment and consider adjustments to ParkBOI monthly rates, the daily maximum rate, and miscellaneous parking rates, the Agency conducted an online survey. The survey ran from January 21 and February 28, 2022, and was intended to assess the following:

- the current level of satisfaction among public parking garage users
- to test the potential impact of rate increases to monthly and full-day parking users
- to learn which parking garage improvements are a top priority
- to learn which alternative transportation options are supported if a rate increase is implemented.

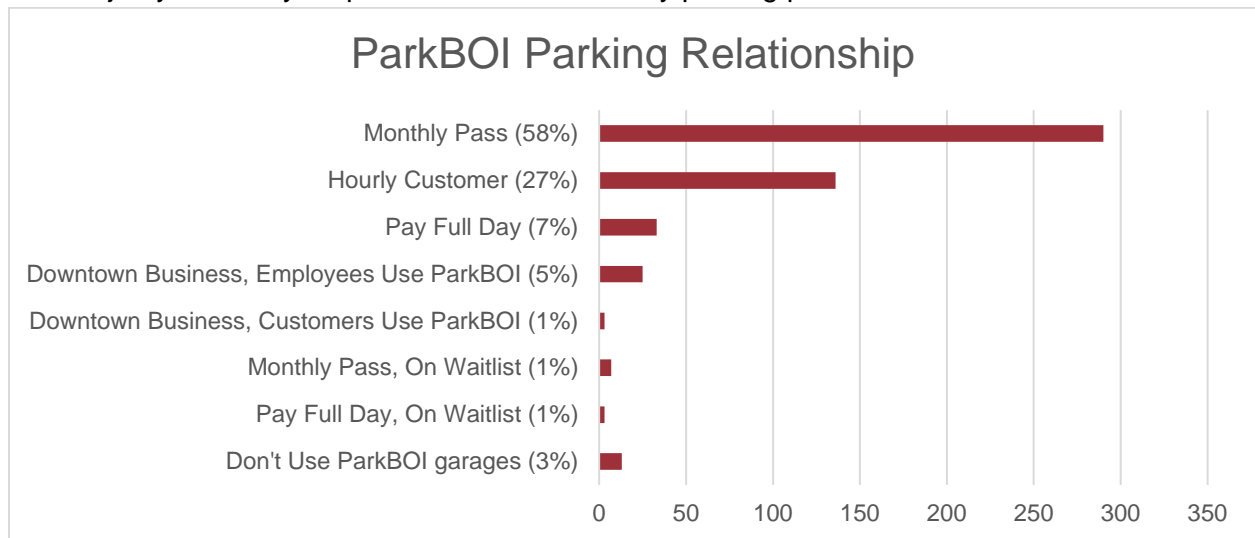
The Agency advertised the survey through multiple channels including, physical signage in each of the ParkBOI garages, multiple emails to ParkBOI customers and stakeholders, social media posts, notifications on CCDCCBoise.com and ParkBOI.com, partner email lists, and through presentations and word of mouth. Overall, the Agency received 509 responses.

The majority of survey respondents park in a ParkBOI garage at least once a week.



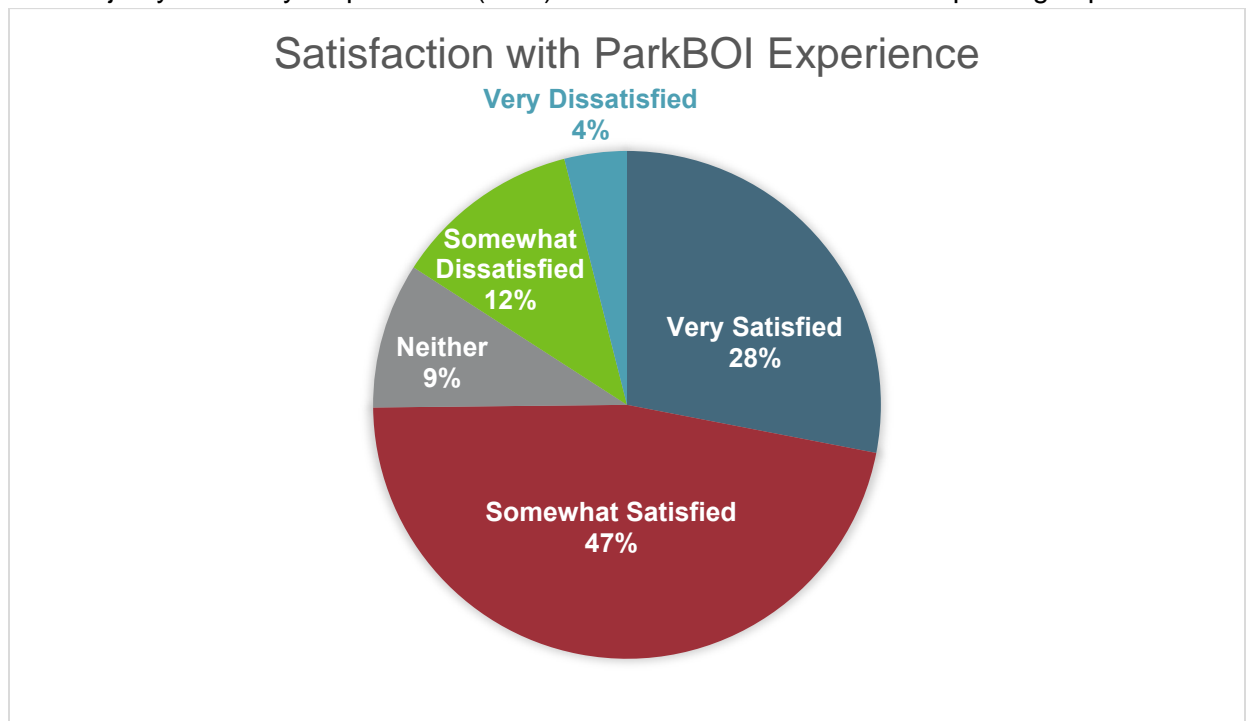
Attachment 4: 2022 ParkBOI Parking Rate Survey Report

The majority of survey respondents have a monthly parking pass.



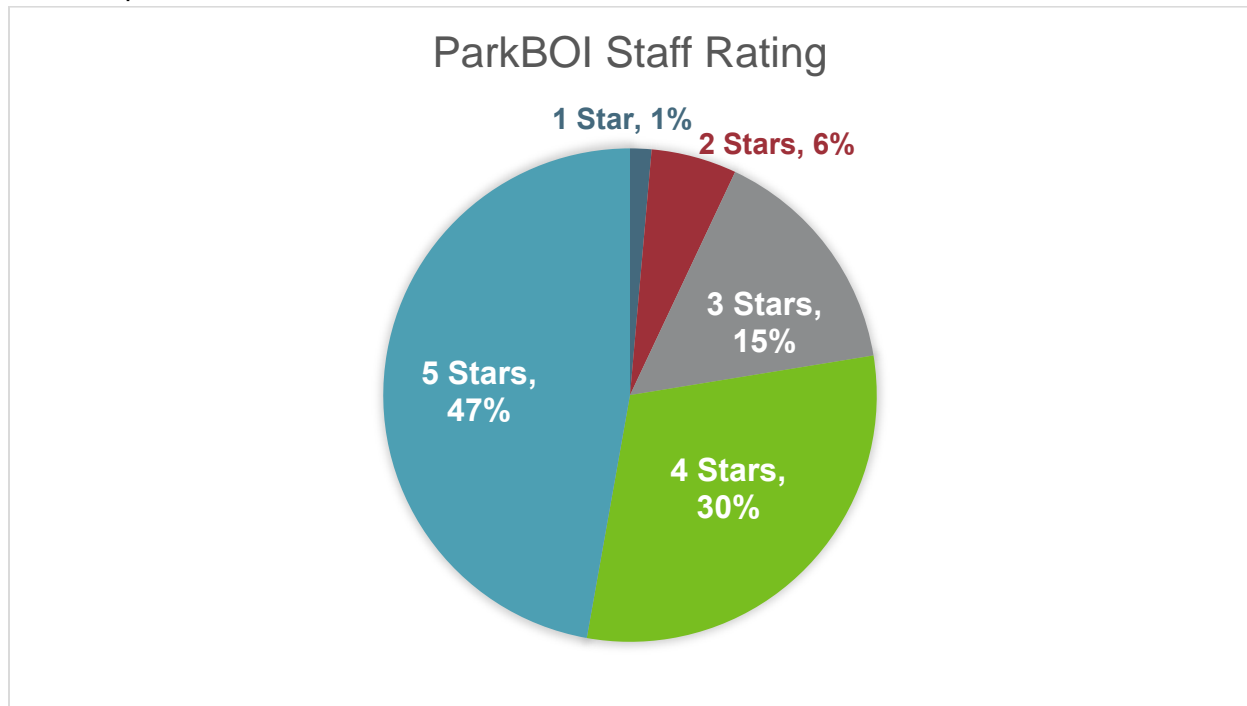
User Sentiment Towards Overall ParkBOI Experience

The majority of survey respondents (75%) are satisfied with their current parking experience.

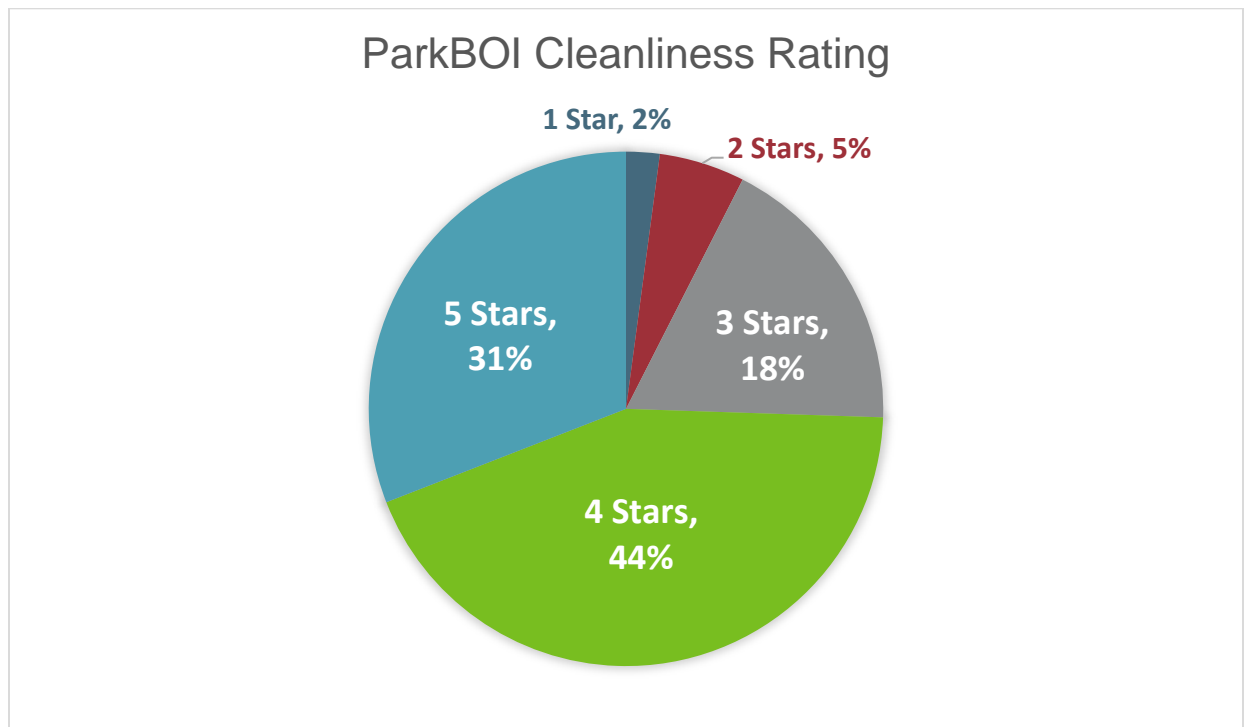


Attachment 4: 2022 ParkBOI Parking Rate Survey Report

The majority of survey respondents (75%) rate the cleanliness of the parking garages either 4 or 5 on a 5-point scale.

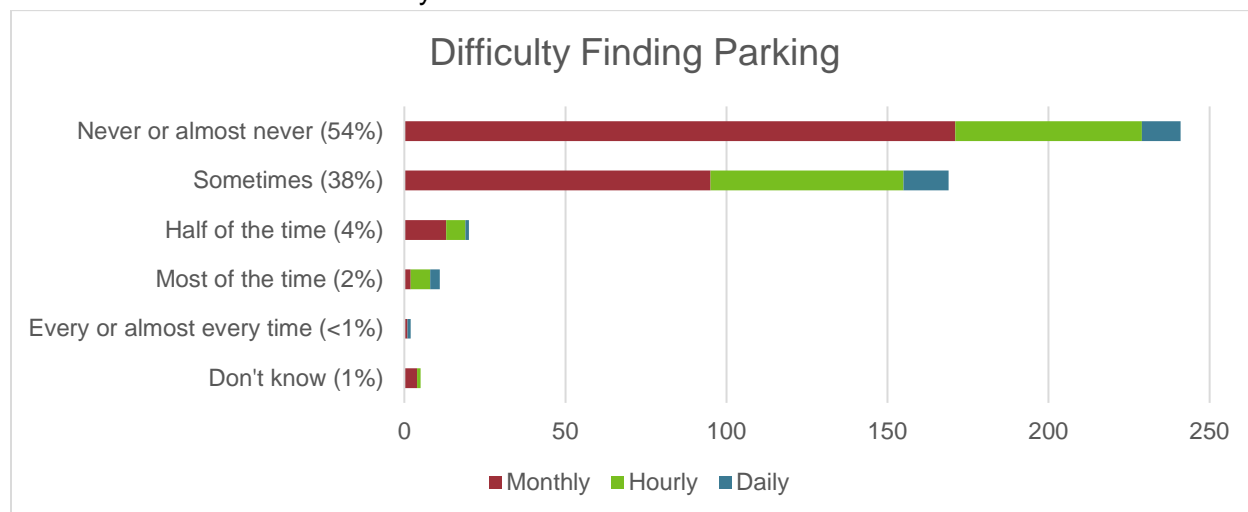


The majority of survey respondents (77%) rate ParkBOI staff either 4 or 5 points on a 5-point scale.

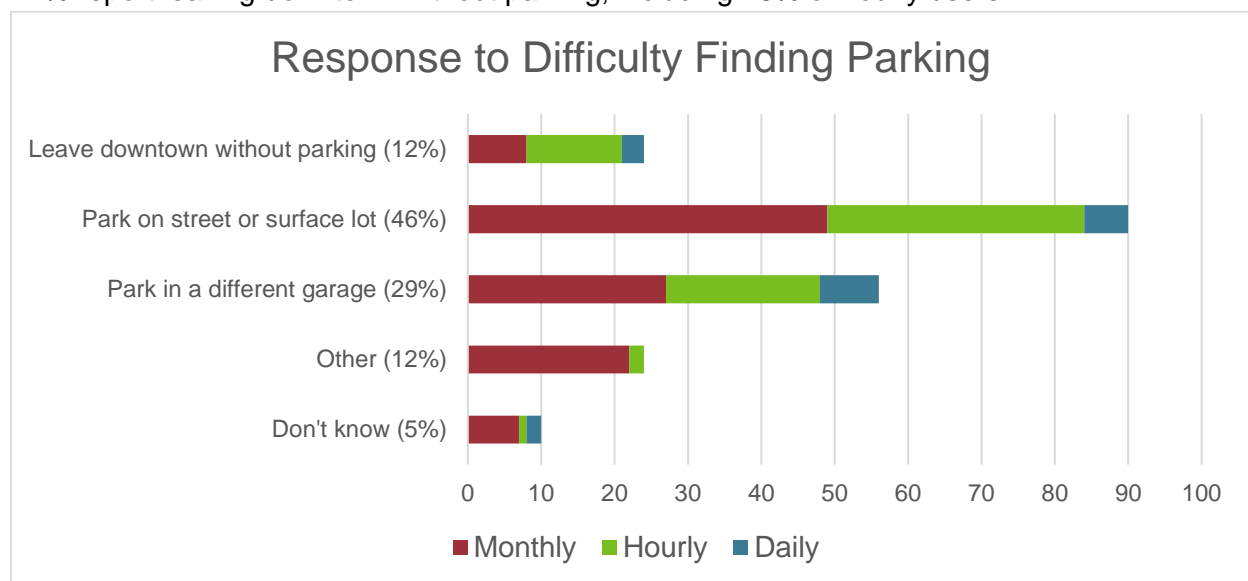


Ability to Find Parking and Response to Difficulty

Only 7% of users expressed regular issues with finding parking in the public garages, although this was closer to 10% for hourly users.



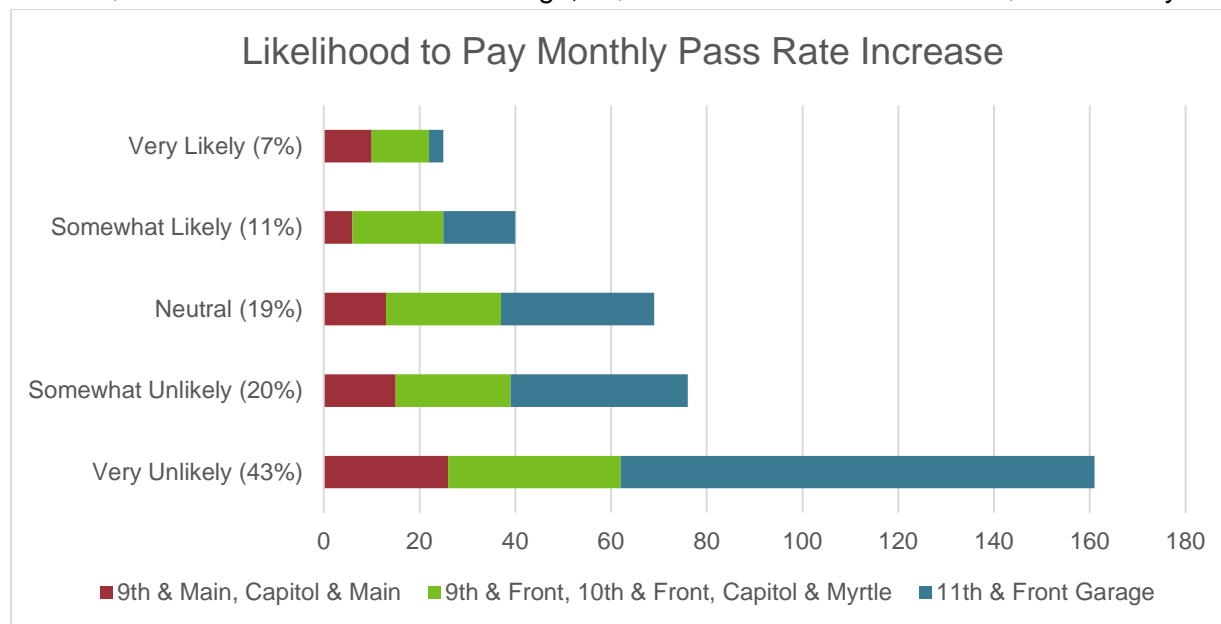
When users have difficulty parking in a garage downtown, a majority (75%) report finding alternative parking downtown, either in another garage or on street or in a surface lot. However, 12% report leaving downtown without parking, including 18% of hourly users.



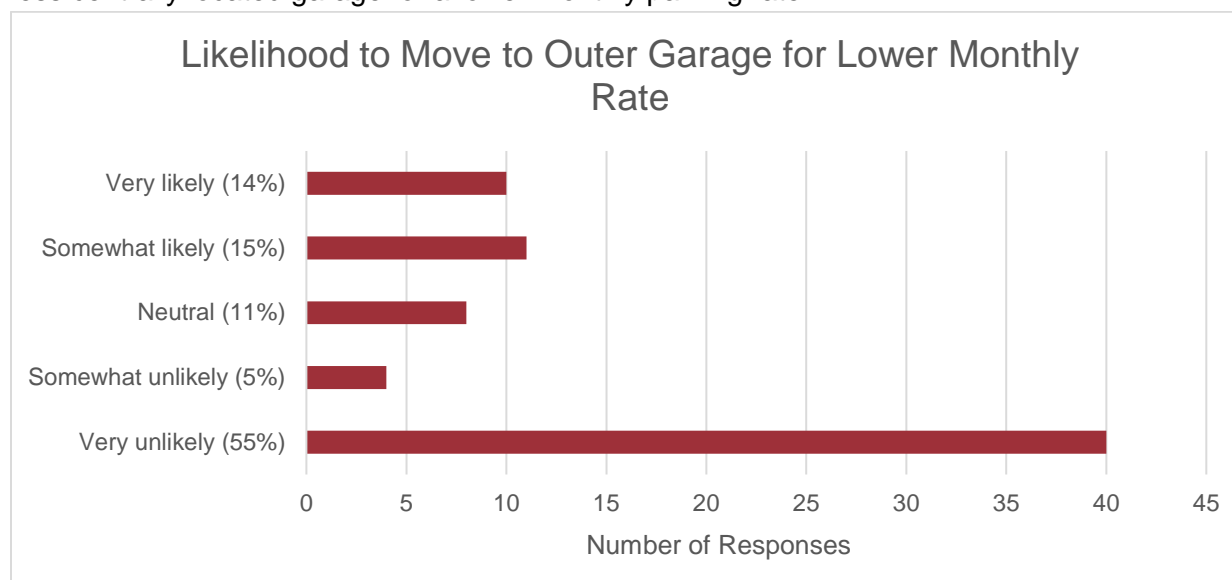
Likelihood to Pay Monthly Pass Increase or Move for Less Expensive Options

Monthly pass holders shared mixed likelihood to pay the following rate increases for their respective parking garage.

- \$190/month for central garages (9th & Main and Capitol & Main); a \$15 increase from the current \$175 monthly rate.
- \$150/month for outer garages (9th & Front, 10th & Front, and Capitol & Myrtle); a \$10 increase from the current \$175 monthly rate.
- \$125/month for 11th & Front Garage; a \$25 increase from the current \$100 monthly rate.

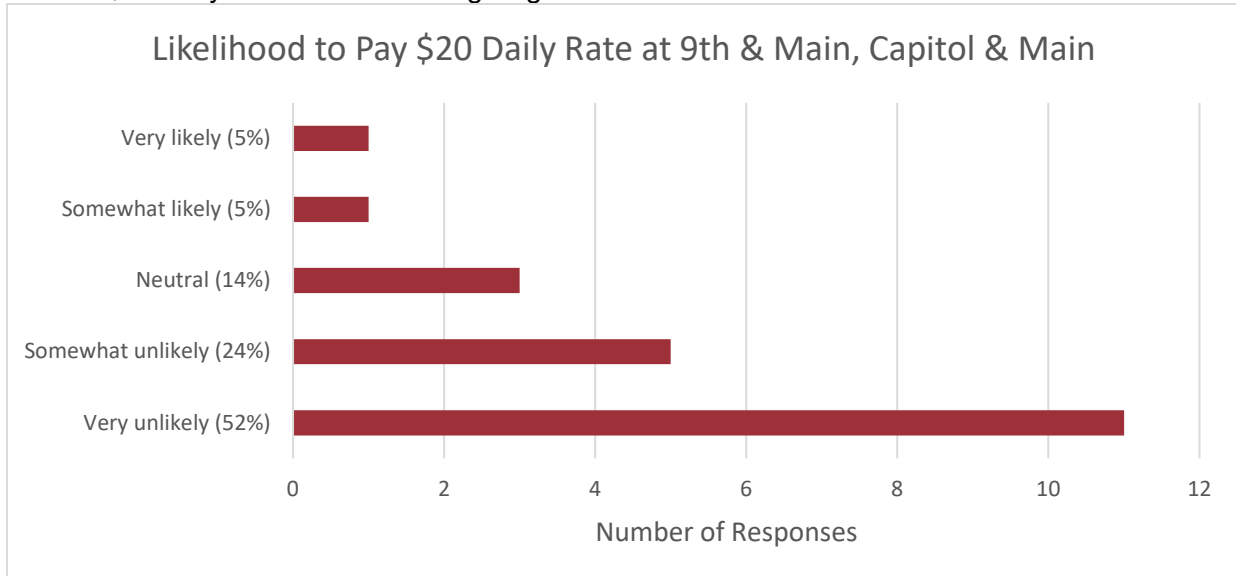


Most monthly pass holders in the central and outer garages expressed reluctance to move to a less centrally located garage for a lower monthly parking rate.

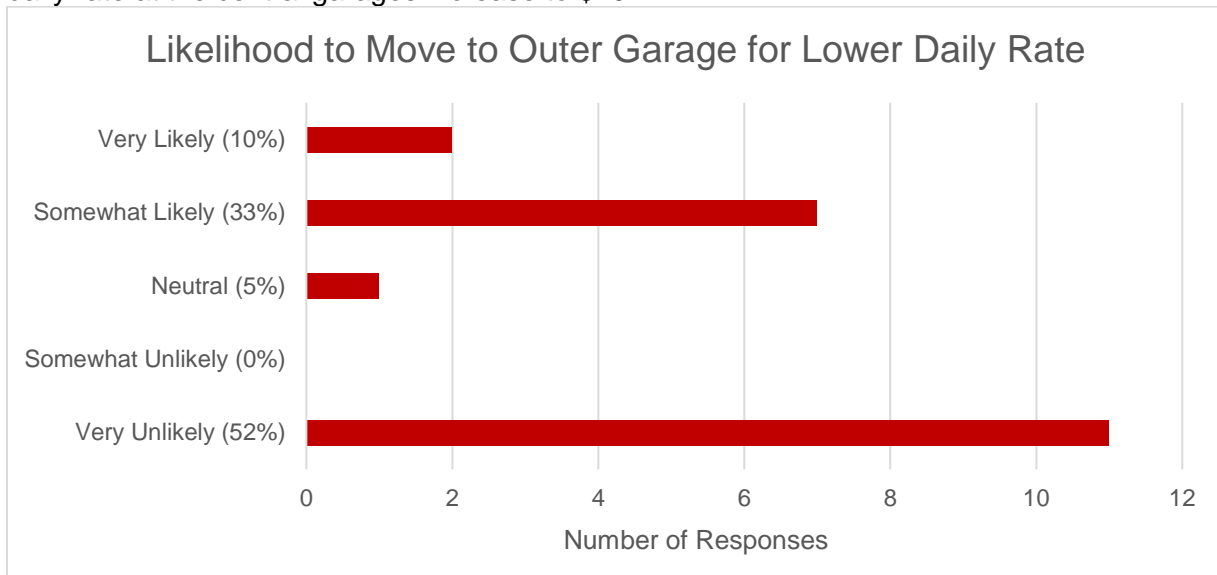


Likelihood to Pay Full-Day Parking Pass Increase or Move for Less Expensive Options

A majority of full-day parking users at the central garages (9th & Main and Capitol & Main) reported being unlikely to pay the proposed new daily maximum of \$20; a \$5 increase from the current \$15 daily max rate at those garages.

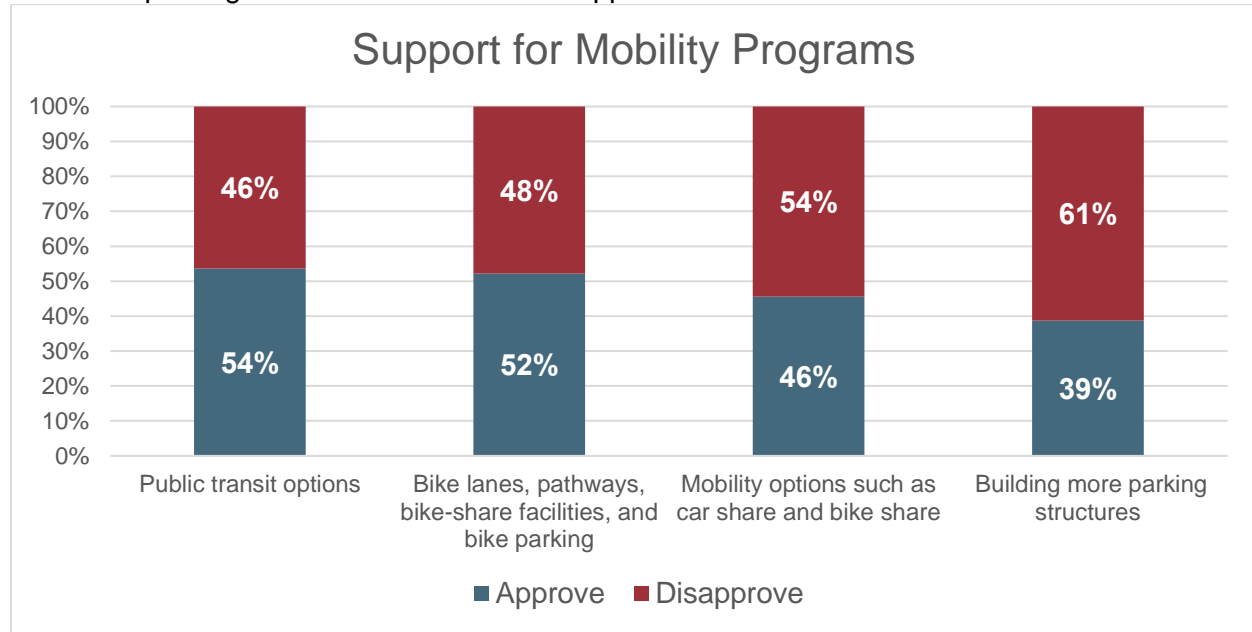


Of the full-day parking users at the central garages (9th & Main and Capitol & Main), 43% reported being likely to park at an outer garage where the daily rate will remain \$15, should the daily rate at the central garages increase to \$20.



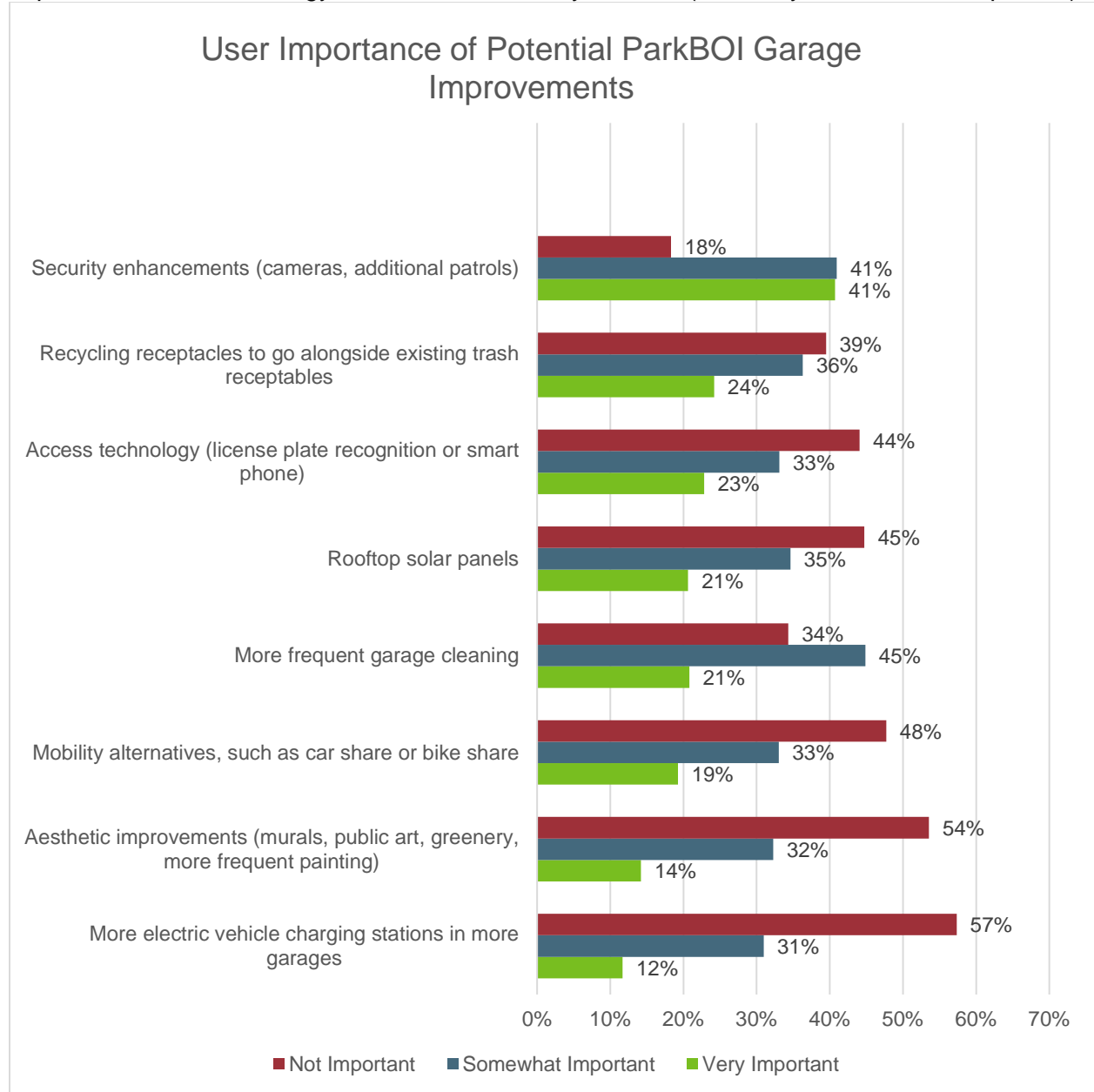
Preference for Where Parking Revenue Should be Spent

Participants were asked if they would approve or disapprove of additional parking revenue being used to fund four options intended to reduce the demand and/or increase the supply of parking downtown. While support for using parking revenue among these programs was split, public transit and active transportation infrastructure both had slim majority support, and building additional parking structures had the least support of the four.



Preferred Parking Garage Improvements

Respondents were asked to rate a list of eight categories of parking garage improvements as either very important, somewhat important, or not important. Respondents rated security enhancements such as cameras and increased security patrols as most important (82% very or somewhat important), followed by recycling facilities (60% very or somewhat important) and improved access technology to enable easier entry and exit (56% very or somewhat important).



PUBLIC NOTICE

Approved 2022 ParkBOI Parking Rates

March 2022

The Capital City Development Corporation (CCDC) Board of Commissioners approved rate adjustments for the ParkBOI Public Parking Garage System at its meeting on March 14, 2022. These new rates will go into effect on May 1, 2022 and are intended to be in effect for one year.

Approved 2022 Rates for ParkBOI Facilities

Category	Current Rate	Proposed Rate	% Change
First Hour	Free	Free	No change
Hourly Rate (all garages)	\$3/hour	\$3/hour	No change
Weekday Max (9 th & Main, Cap & Main)	\$15	\$20	33%
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Special Event	\$10	\$10	No change
BikeBOI	\$20 activation	\$20 activation	No change

**requires additional \$50 annual fee for City Go membership*



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AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1755 - Block 68 Catalytic Redevelopment Project - Agreement to Negotiate Exclusively with Block 68 Development LLC		Date: March 14, 2022
Staff Contact: Doug Woodruff, Development Director Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1755 2) Agreement to Negotiate Exclusively	
Action: Adopt Resolution 1755 to authorize the Agency Executive Director to execute the Agreement to Negotiate Exclusively with Block 68 Development LLC.		

Background:

The Block 68 Catalytic Redevelopment Project aims to develop housing for our active workforce, connect and improve downtown mobility infrastructure, and spur economic development in the Westside District. The Agency offered two properties – 421 North 10th Street and 1010 West Jefferson – to the private market through a competitive Request for Proposals (RFP), which included participation with public infrastructure improvements, and a ParkBOI parking and mobility structure. In exchange for these contributions, the Agency expects the development of workforce/affordable housing, design that maintains authentic neighborhood fabric, furtherance of mobility initiatives on State and 11th streets, and contribution to Boise's long-term sustainability. The Agency also requested proposals include visionary outcomes to catalyze further development of nearby, underutilized land.

The Agency received three (3) proposals by the August 19 submission deadline. The Board appointed three commissioners to a Review Committee to participate in review of proposals and conduct interviews with representatives from each Development Team. Agency employees participated in review of proposals and interviews conducted by the Review Committee with representatives from each Development Team who submitted a proposal. A panel of Agency employees appointed by the Executive Director prepared a ranking and recommendation for selection. On December 13, 2021, the Board of Commissioners approved Resolution 1736 selecting the proposal from the Development Team comprised of Edlen & Company, deChase Miksis, Elton Companies, and YMCA as the best qualified for development of the site and directing Agency staff to enter an Exclusive Right to Negotiate (ERN) with that development team.

Agreement to Negotiate Exclusively:

The selected Development Team has created an Idaho limited liability company, Block 68 Development LLC, registered with the Idaho Secretary of State, for the purpose of executing their proposed development. Agency staff has finalized an Agreement to Negotiate Exclusively (ANE) with Block 68 Development LLC which is attached with its exhibits to this Agenda Bill.

The Agency and Developer agreed to move expeditiously on finalizing the ANE to provide a higher degree of certainty for the Developer to continue investing in project design and entitlement. And, the Agency has determined that with the unique elements for each project proposed in Phase 1 of the total proposed development (the Mixed Use Housing & Mobility Hub Project on 1010 W Jefferson Street, and the Workforce Housing Project involving the exchange of 421 North 10th Street), it will be most effective upon execution of the ANE to negotiate two (2), separate Disposition and Development Agreements with the Developer, one for each parcel to be disposed. With this approach, the parties will negotiate Design Development Plans (DDP) for each proposed project of Phase 1 during the term of the Disposition and Development Agreements (DDA), rather than within the ANE as was contemplated in the sample ANE included in the Block 68 RFP.

The ANE outlines the process for negotiating DDAs and responsibilities of each Party during its 180-day term. The Agency expects that one project may advance more quickly through DDA negotiations, and accepts this possibility with the understanding that the Developer will deliver the entirety of Phase 1 as proposed. As established in the ANE, if negotiations fail with one DDA the Agency is at liberty to terminate the other.

Section 800 of the ANE lists Issues of Negotiation that the Parties will address within the terms of the DDAs. At its December meeting the Board selected Edlen & Companies' to enter into the Exclusive Right to Negotiate and directed Agency staff to work with them to investigate opportunities for: 1) lowering the comparatively high cost per parking stall, and 2) increasing the number of two-bedroom units affordable to households earning 100% or less of Area Median Income (AMI).

Related to these issues and during the proposal evaluation process, the Development Team indicated that they were 1) investigating acquisition of the State-owned parcel adjacent to 1010 W Jefferson for inclusion in the Mixed-Use Residential and Mobility Hub project on Block 68 S, and 2) in discussions with the City of Boise and the Idaho Housing and Finance Association concerning opportunities to deepen the affordability of units in the Workforce Housing project on Block 69 N which involves the exchange of 421 N 10th St by utilizing City incentives and/or Low Income Housing Tax Credit (LIHTC) financing.

Therefore, Section 800 states that negotiations concerning the Mixed-Use Housing & Mobility Hub Project will include:

- Design updates if the YMCA's potential acquisition of the State-owned parcel proceeds by a determined deadline. The YMCA has also selected the Developer as a partner for redevelopment of several nearby parcels they own. Their acquisition of the State-owned parcel would allow the Developer to increase efficiency of the proposed Mobility Hub, and potentially increase the number of units and/or commercial space delivered in the Mixed-Use Housing Project.
- Purchase and Sale agreement terms for the Mobility Hub including definition of costs, construction budget and allocation methodology, cost-benefit analysis of flat (potential for future adaptive re-use) versus ramped (more efficient) deck construction, and ownership, management and operations agreements.

And, negotiations concerning the Workforce Housing Project will include finalizing the unit and affordability matrix and applicable sources of funds. Additional negotiation items address

demolition and clearance, agency participation and related stipulations and limitations, community outreach, and details of the proposed land exchange and project sequencing.

The ANE provides 180 days with a 60-day extension possible to finalize and submit DDAs for Board approval. During the ERN, parties agree to also obtain appraisals of fair market value for Agency- and YMCA-owned parcels proposed for sale or exchange during Phase 1, evaluate Mobility Hub design approaches and cost estimates, and revise schematic design of the Mixed-Use Residential and Mobility Hub if Developer incorporates additional property into the project.

For both projects during the term of the DDAs, the Parties will finalize respective DDPs, conduct ReUse Appraisals, and determine Initial and Final Purchase Price, sale or exchange terms for disposition of the property, and details of Agency participation in public improvements.

Fiscal Notes:

Finalizing and executing the Agreement to Negotiate Exclusively involved Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1755.

Suggested Motion:

Adopt Resolution 1755 authorizing the Executive Director to execute the Agreement to Negotiate Exclusively with Block 68 Development LLC.

RESOLUTION NO. 1755

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 AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH BLOCK 68 DEVELOPMENT LLC, FOR THE BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT; DIRECTING AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT TO NEGOTIATE EXCLUSIVELY AND TAKE ALL NECESSARY STEPS IN ACCORDANCE WITH 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, 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 Urban Renewal Plan, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; 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 (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area"; 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 Project Area's boundaries; and,

WHEREAS, the Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 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 catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels 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* on May 17, May 24, May 31, and June 7, 2021, the Agency received three (3) proposals for development of the Agency Parcels by the August 19, 2021, RFP deadline; and

WHEREAS, a review committee including Agency staff and three (3) Commissioners analyzed the proposals, interviewed the development team and provided 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 Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Developer’s Proposal”); and,

WHEREAS, at its regular public meeting of December 13, 2021, the Agency Board approved Resolution 1736 selecting Edlen & Company, deChase Miksis, Elton Companies, and YMCA as the best qualified proposer for development of the Agency Parcels and directed Agency staff to finalize an Agreement to Negotiate Exclusively with the development teams; and

WHEREAS, the development team has properly created an Idaho limited liability company, registered as “Block 68 Development LLC” (the “Developer”) with the Idaho Secretary of State, to be the legal entity for the development team in the development of the Agency Parcels; and,

WHEREAS, Developer’s Proposal contemplates development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”) (collectively, the “YMCA Parcels”). The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N”; and,

WHEREAS, as an alternative, Developer’s Proposal contemplated an expansion of the proposed development on Block 68 S should Developer successfully acquire the State-owned parcel also addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004556) located on Block 68 S (the “State Parcel”); and,

WHEREAS, the real property contemplated for disposition and/or development on Block 68 N, Block 68 S and Block 69 N by the Agency and Developer (collectively, the “Site”) is described and shown in the Agreement; and,

WHEREAS, Agency staff and outside legal counsel have negotiated an Agreement to Negotiate Exclusively with Developer, a copy of which is attached and incorporated herein as if set forth in full; and,

WHEREAS, the Agency and Developer intend to pursue the negotiation of a Disposition and Development Agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, is contemplated to include all or a portion of Block 69 N obtained pursuant to a Land Exchange (defined in the Agreement) and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and,

WHEREAS, the Agency seeks to enter into an agreement with Developer for the purposes of analyzing and assessing development opportunities for the Agency Parcels and the Site as defined in the Agreement to Negotiate Exclusively; and,

WHEREAS, the Agency Board of Directors finds it in the best public interest to approve the Agreement to Negotiate Exclusively with Developer for development of the Agency Parcels and authorizes the Agency Executive Director to execute the same and any necessary documents to implement the transaction, 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, IDAHO, AS FOLLOWS:

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

Section 2: That the Agency Board approves the Agreement to Negotiate Exclusively with Block 68 Development LLC, attached as Exhibit A, and directs the Agency Executive Director to execute the Agreement and any documents necessary to implement the transaction, including any necessary technical changes, subject to representations by Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable and are consistent with the comments and discussions received at the March 14, 2022, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 14, 2022.

APPROVED:

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Exhibit A

Agreement to Negotiate Exclusively
(Block 68)

4869-6825-8834, v. 1



AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic ("Agency"), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the "Law"), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the "Act"), and Block 68 Development LLC, an Idaho limited liability company, or its assigns as provided for herein ("Developer"), collectively referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

The City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; and

The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area"; and,

In order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries; and

Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and

In accordance with Idaho Code Section 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 catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

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

A review committee including Agency staff and three (3) Commissioners analyzed the proposals, interviewed the development team and provided findings of fact and comments to Agency staff sufficient for Agency staff to prepare a ranking of the proposals for Agency Board consideration; and

Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA (as defined below) first; and

At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the “Developer’s Proposal (as further defined below); and

Developer’s Proposal contemplates development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”) (collectively, the “YMCA Parcels”). The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N;” and

As an alternative, Developer’s Proposal contemplated an expansion of the proposed development on Block 68 S should Developer successfully acquire the State-owned parcel also addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004556) located on Block 68 S (the “State Parcel”); and

Developer’s Proposal also proposes development of Block 79 (Parcel No. R1013005285) and a portion of Block 78 (Parcel No. R1013005221), which development is beyond the scope of this Agreement; and

The real property contemplated for disposition and/or development on Block 68 N, Block 68 S and Block 69 N by the Agency and Developer (collectively, the “Site”) is described and shown in Exhibit A; and

Agency and Developer intend to pursue the negotiations of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, is contemplated to include all or a portion of Block 69 N obtained pursuant to the Land Exchange (defined below) and, thus, comply with the required

notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into this Agreement with Developer for the purpose of analyzing and assessing development opportunities for the Site.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

“421 N. 10th Street” shall mean the Agency owned parcel (Parcel No. R1013004583) located on Block 68 N that may be exchanged with all or a portion of the YMCA Parcels located on Block 69 N.

“1010 W. Jefferson” shall mean the Agency owned parcel (Parcel No. R1013004553) located on Block 68 S.

“Agency” shall be the Capital City Development Corporation and includes Agency staff.

“Agency Board” shall be the members of the Agency’s Board of Commissioners, as duly and legally appointed.

“AMI” shall mean the then current “Area Median Income” adjusted by family size annually published by the U.S. Department of Housing & Urban Development (HUD) for the geographic area referred to as Boise City, ID HUD Metro Statistical Area Rent (**MSA**) Area (or its successor index).

“Block 68 South Disposition and Development Agreement” or **“Block 68 S DDA”** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency’s disposition of 1010 W. Jefferson to Developer for the development of the Mixed-Use Housing & Mobility Hub Project located on Block 68 S.

“Block 69 North Disposition and Development Agreement” or **“Block 69 N DDA”** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency’s acquisition of all or a portion of the YMCA Parcels pursuant to the Land Exchange, and disposition of all or a portion of the Agency owned YMCA Parcels to Developer for the development of the Workforce Housing Project located on Block 69 N.

“Block 68 N” means 421 N. 10th Street and 1023 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004561), which parcel is currently owned by the YMCA, and, collectively, the location of the proposed development of a new YMCA facility.

“Block 69 N” means the YMCA Parcels and the location of the proposed Workforce Housing Project.

“Block 68 S” means 1010 W. Jefferson and may also include the State Parcel, and is the location of the proposed Mixed Use Housing & Mobility Hub Project.

“Developer” shall be Block 68 Development LLC or its assigns.

“Effective Date” shall be the date this Agreement is signed by both Parties (last date signed).

“Land Exchange” shall mean the exchange of 421 N. 10th Street for all or a portion of the YMCA Parcels.

“Mixed Use Housing & Mobility Hub Project” shall mean the proposed development on Block 68 S for the development of a 20-story high rise building that will include active ground floor space, healthcare services clinic, residential amenities, the YMCA Child Development Center, public/private parking and mobility structure, and market rate multi-family housing, or alternatively, market rate active adult housing.

“Negotiation Period” shall begin on the Effective Date and end one hundred eighty (180) days after the Effective Date, unless extended by Agency as provided herein.

“Phase 1” means the Workforce Housing Project and the Mixed-Use Housing & Mobility Project.

“Schedule of Performance” shall mean the attached Exhibit C.

“Scope of Development” shall mean Developer’s preliminary concepts for development of the Mixed-Use Housing & Mobility Hub Project and the Workforce Housing Project included in Developer’s Proposal and attached as Exhibit B, which preliminary concepts will be subject to certain updates and changes negotiated by Developer and Agency during the course of this Agreement, the Block 68 S DDA and the Block 69 N DDA.

“Site” shall mean the proposed disposition and/or development on Block 68 N, Block 68 S and Block 69 N by the Agency and Developer as described and shown in Exhibit A

“State Parcel” shall mean the State-owned parcel (Parcel No. R1013004556) located on Block 68 S.

“Workforce Housing Project” shall mean the proposed development on Block 69 N and includes the proposed Land Exchange, and the proposed disposition of the Agency owned YMCA Parcels (after completion of the Land Exchange) for the development of a 220 unit, 7-story mid-rise building, including active ground-floor

retail, parking, and affordable and/or workforce housing units, which unit mix shall be at or more affordable than i) 25 units at or below 80% AMI, ii) 130 units at or below 120% AMI, and iii) 65 market-rate units.

“YMCA Parcels” shall mean the YMCA owned parcels located at 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), located on Block 69 N, which all or a portion of such parcels may be exchanged with 421 N. 10th Street as part of the Land Exchange.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare the Block 68 S DDA and the Block 69 N DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of Phase 1. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of a portion of the Site; provided that consistent with Developer’s Proposal it is acknowledged Agency may negotiate directly with the YMCA, along with Developer, and other parties as may be necessary to facilitate the Land Exchange, and the funding, construction, management and/or operation of the proposed parking structure.

Section 102 Negotiation Period

The Negotiation Period shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the “Termination Date”). Provided, Agency may in its discretion extend the Negotiation Period for the Block 68 S DDA and/or the Block 69 N DDA (collectively, the Block 68 S DDA and the Block 69 N DDA may be referred to as “DDA”) an additional sixty (60) days beyond the Termination Date without payment by Developer. In the event that Developer requests an extension beyond sixty (60) days and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00 for each DDA extended pursuant to this Agreement. In the event an extension fee has been paid and the Block 68 S DDA and/or the Block 69 N DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price in the respective DDA.

If upon expiration of the Negotiation Period, Developer has not executed a mutually approved Block 68 S DDA, then this Agreement shall terminate, unless extended in writing by Agency with respect to Block 68 S. Once a Block 68 S DDA is

signed by both Developer and Agency, then the terms of the Block 68 S DDA shall prevail and this Agreement shall automatically terminate as to that Block 68 S DDA.

If upon expiration of the Negotiation Period, Developer has not executed a mutually approved Block 69 N DDA, then this Agreement shall terminate, unless extended in writing by Agency with respect to Block 69 N. Once a Block 69 N DDA is signed by both Developer and Agency, then the terms of the Block 69 N DDA shall prevail and this Agreement shall automatically terminate as to that Block 69 N DDA.

The Parties acknowledge Developer's Proposal contemplates completion of Phase 1; it is not intended that either the Workforce Housing Project or the Mixed Use Housing & Mobility Hub Project be developed without the other. The DDA will include certain termination provisions should negotiations result in an executed DDA for either Block 68 S or Block 69 N, but not both.

If the negotiations do not result in an executed DDA for either Block 68 S or Block 69 N, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development for the applicable portion of the Site, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer except as provided in Section 103.

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit (in an amount of Twenty-Two Thousand, Five Hundred Dollars (\$22,500) for each of the Block 68 S DDA and Block 69 N DDA, for a total amount of \$45,000, along with any extension payment, each a "Deposit") in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. Each Deposit shall be applied to the Initial Purchase Price (defined below) for Block 68 S or Block 69 N, as applicable. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal (defined below) for Block 68 S or Block 69 N, as applicable, the applicable Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal for either Block 68 S or Block 69 N, such costs shall be deducted from the amount of the applicable Block 68 S or Block 69 N Deposit refunded to Developer (if any).

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when

received by Agency) shall become part of the applicable Deposit and applied as described hereunder.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's proposal as submitted to Agency on or before August 19, 2021, with supplemental information provided in the Panel Interview Questions on October 27, 2021, attached as Exhibit B (collectively, "Developer's Proposal"). In addition to Developer's Proposal, on December 13, 2021, the Agency Board identified several issues requiring further negotiation, which issues are identified in Section 800.

The Parties further acknowledge the design of the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project will be further refined in connection with the development of the Design Development Plan, which design refinement will occur pursuant to the terms of the Block 69 N DDA and the Block 68 S DDA.

Section 202 Revised Design – Mixed-Use Housing & Mobility Hub Project

For the Mixed-Use Housing & Mobility Hub Project, to the extent Developer successfully acquires the State Parcel and/or the height of the Mixed-Use Housing & Mobility Hub Project changes during the Negotiation Period, Developer will submit an updated design proposal in the same format as the original submission in the Developer's Proposal (the "Revised Design"). The Revised Design shall be submitted to the Agency on or before July 31, 2022, including those additional specific concepts set forth in Section 803.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with development of all or portion of the Site, this Agreement as it relates to the applicable portion of the Site shall be terminated upon ten (10) days' written notice to Agency. In the event the Agreement is terminated before Agency incurs any costs in preparing the Reuse Appraisal (defined below) for Block 68 S or Block 69 N, the applicable Deposit for the terminated DDA negotiations shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal for Block 68 S or Block 69 N, as applicable, such costs shall be deducted from the amount of the applicable Block 68 S or Block 69 N Deposit to be refunded to Developer (if any).

The Parties acknowledge Developer's Proposal contemplates completion of Phase 1. If Developer's termination under this Section results in termination of negotiations of either DDA, then Agency may, within its discretion, terminate upon ten (10) days' written notice to Developer negotiations related to the other DDA, unless otherwise mutually agreed to by the Parties. Return of any Deposit shall be as set forth above.

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement with respect to Block 68 S or Block 69 N, as applicable. Developer acknowledges and consents that in the event this Agreement is terminated as to any or all of the Agency Parcels, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Agency Parcels with any other interested developer.

Section 205 Environmental Condition

Developer acknowledges that in the development of the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project, it has previously received and reviewed certain environmental reports which have included an investigation of the Agency Parcels. The environmental reports known to Agency include:

Phase I Environmental Site Assessment for 1010 W. Jefferson Street conducted by Terracon Consultants, Inc. Dated February 8, 2018. Included in the Agency's publicly provided due diligence materials as Appendix 08 to the RFQ/P.

Phase I Environmental Site Assessment for 421 N. 10th Street conducted by Environmental Services and Consulting (E.S.C.) dated December 22, 2017. Included in the Agency's publicly provided due diligence materials as Appendix 08 to the RFQ/P.

Developer, or the YMCA through Developer, will provide to Agency Phase 1 Environmental Site Assessment for the YMCA Parcels prior to closing to be defined in the Block 69 N DDA.

Section 206 Appraisals

Developer acknowledges that in the development of Phase 1, it has previously received and reviewed certain appraisals for the Agency Parcels. The appraisals include:

Restricted Appraisal Report for 1010 W. Jefferson conducted by Langston & Associates, Inc. dated March 26, 2021. Included in the Agency's publicly provided due diligence materials as Appendix 08 in the RFQ/P.

Restricted Appraisal Report for 421 N. 10th Street conducted by Langston & Associates, Inc. dated March 26, 2021. Included in the Agency's publicly provided due diligence materials as Appendix 08 in the RFQ/P.

For purposes of the Land Exchange, and to determine the Initial Purchase Price of the Agency Parcels, Agency will seek an update to the appraisals for the Agency Parcels no later than May 31, 2022.

Developer, or the YMCA through Developer, will immediately obtain appraisals on the YMCA Parcels to be delivered to Agency no later than May 31, 2022. To facilitate the Land Exchange, Developer shall use Langston & Associates. The Parties have agreed upon the scope of the fair market appraisals.

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

The “Initial Purchase Price” shall be the agreed upon fair market value for the parcels to be disposed of by Agency pursuant to the Block 68 S DDA and the Block 69 N DDA as determined by the updated appraisals set forth in Section 206.

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for transfer of 1010 W. Jefferson with respect to financing and a schedule for the development of the Mixed Use Housing & Mobility Hub Project and disposition of 1010 W. Jefferson, which schedule and conditions will be included in the Block 68 S DDA. Provided, it will be a condition of the transfer of 1010 W. Jefferson that Developer pay the entire Initial Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

During the Negotiation Period, Agency and Developer (and YMCA related to the Land Exchange) shall negotiate the schedule and conditions for transfer of 421 N. 10th Street to YMCA pursuant to the Land Exchange and the YMCA Parcels acquired by the Agency on Block 69 N pursuant to the Land Exchange to Developer with respect to financing and a schedule for the development of the Workforce Housing Project and disposition of the YMCA Parcels acquired by the Agency pursuant to the Land Exchange, which schedule and conditions will be included in the Block 69 N DDA. Provided, it will be a condition of the transfer of 421 N. 10th Street to YMCA pursuant to the Land Exchange, and ultimately the YMCA Parcels acquired by the Agency pursuant to the Land Exchange that Developer pay the entire Initial Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

The Initial Purchase Price for each of Block 68 S DDA and Block 69 N DDA will be determined on the later of (i) before May 31, 2022, or (ii) thirty days after receipt of all the appraisals described in Section 206.

Under the Law, Agency may transfer real property for no less than the fair reuse value. The reuse appraisal (“Reuse Appraisal”) and its determination of value will be prepared and provided to Developer under the Block 69 N DDA and the Block 68 S DDA as the information necessary to complete the Reuse Appraisal will not be available at the expiration of the Negotiation Period. The Reuse Appraisal shall establish the fair reuse value of the parcels to be disposed of by the Agency as required under the Law (the “Residual Land Value”).

For either Block 68 S or Block 69 N, if the Residual Land Value is equal to the Initial Purchase Price, then the Initial Purchase Price shall be the Final Purchase Price.

For either Block 68 S or Block 69 N, if the Residual Land Value is greater than the Initial Purchase Price, the Final Purchase Price shall be the Residual Land Value.

For either Block 68 S or Block 69 N, if the Residual Land Value is determined to be less than the Initial Purchase Price by the Reuse Appraisal, the Parties shall negotiate the Final Purchase Price based on the difference between the Initial Purchase Price and the Residual Land Value.

For Block 68 S, if the Parties have reached agreement on the Final Purchase Price and whether any portion of the Initial Purchase Price should be rebated, such rebate shall be disbursed to Developer upon the issuance of a Final Certificate of Occupancy for the Mixed Use Housing & Mobility Hub Project and upon Agency's acknowledgement and acceptance thereof.

For Block 69 N, if the Parties have reached agreement on the Final Purchase Price and whether any portion of the Initial Purchase Price should be rebated, such rebate shall be disbursed to Developer upon the issuance of a Final Certificate of Occupancy for the Workforce Housing Project and upon Agency's acknowledgement and acceptance thereof.

Additional details of the setting of the Final Purchase Price and the conditions precedent to rebate shall be included in the applicable DDA. The Final Purchase Price shall be as established by the applicable DDA and not by the terms of this Agreement.

Developer shall submit to Agency the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project, which data shall include data on Phase 1 as described in the Block 69 N DDA and Block 68 S DDA. Developer shall submit the Reuse Appraisal Data pursuant to the terms of the Block 69 N DDA and Block 68 S DDA . Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Agency owned parcels,
- residential unit types,
- sizes and expected rents,
- Construction type and materials,
- Exterior and interior finish materials,

- square footages of uses other than residential,
- leasing for other uses and assets such as office space, retail space and parking spaces,
- parking stalls and usage
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to close under the terms of the Block 69 N DDA and the Block 68 S DDA without the results of the Reuse Appraisal for the applicable property.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer is Block 68 Development LLC, or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Developer's Principal Office and Development Team

Developer's Principal Office is located at:

1199 Shoreline Drive, #290
Boise, ID 83702

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 906, shall also be a member of the Development Team. Unless otherwise set forth in Section 403 below, any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

Section 403 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in the development of the Site. Any change during the period of this Agreement of the Development Team (but excluding in any specific individual for any

design professional entity) or in the controlling interest of Developer is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed. The selected architect for the Project is a joint venture between GBD Architects and Pivot North Architecture. The selected general contractor is McAlvain Companies, Inc. and Andersen Construction.

Any assignment or transfer of this Agreement is subject to Section 904.

Section 404 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any Block 69 N DDA and Block 68 S DDA agreed to by the Parties are subject to the provisions of the Westside Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees arising from the disposition and development of Phase 1. Agency represents that it has engaged no broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the applicable Block 69 N DDA and Block 68 S DDA or Design Development Plans.

Section 801 Issues of Negotiation Applicable to Phase 1

Section 801.01 Demolition and Clearance

Developer's Proposal does not include any buildings being retained on the Site. Cost estimates for demolition and clearance, any environmental remediation, and any site and soil remediation to support the proposed Phase 1, shall be included in the Reuse Appraisal as a development cost. The Parties agree to address as part of the negotiation of the applicable Block 69 N DDA and Block 68 S DDA: 1) the timing and any phasing involving the demolition and clearance costs; and 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on Phase 1 parcels.

Developer acknowledges there are currently two buildings located on the YMCA Parcels that may have historic architectural significance. Developer will identify impact of potential historic significance and necessary approvals prior to Agency acquiring all or a portion of the YMCA Parcels pursuant to the Land Exchange.

Section 801.02 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Workforce Housing Project and/or the Mixed-Use Housing & Mobility Hub Project may be limited to transfer of 1010 W. Jefferson and Agency owned portion of YMCA parcels pursuant to the Land Exchange. Agency Participation is to be negotiated as part of the Block 69 N DDA and Block 68 S DDA. The foregoing shall not preclude Agency and Developer from agreeing to an Agency purchase of an ownership interest in the parking garage, reimbursement of public infrastructure or improvements as part of the Block 69 N DDA and Block 68 S DDA or as separate agreements entered into by the Parties.

Section 801.03 Impact Fees

Agency acknowledges that Developer likely will be assessed impact fees by City and the Ada County Highway District ("ACHD"). Such impact fees assessed represent a cost to the Developer and may be included within the Reuse Appraisal analysis as described in Section 300 of this Agreement. Developer may seek an individual assessment from ACHD, if available. Agency agrees to cooperate with Developer in the preparation of the individual assessment for ACHD and to support presentation of the individual assessment by Developer to ACHD to the extent deemed appropriate by Agency. Provided, however, nothing contained herein obligates Agency to subsidize or pay for the individual assessment or any impact fees.

Section 801.04 Geothermal Resource Investigation

Developer shall investigate the feasibility of using Boise City's geothermal resource for heating all or a portion of Phase 1. Developer will contact and discuss the use of this resource with the Boise City Public Works Department. In the event

Developer determines not to avail itself of this resource, it shall provide the Agency with documentation explaining its reason for not using this resource and evidence of contact with the Boise City Public Works Department.

Section 801.05 Agency Capital Project Coordination

The Agency is currently working with stakeholders including ACHD, the City, neighborhood associations and the Boise School District on the 11th Street Bikeway Capital Improvement Project (the “11th Street Bikeway Project”). During the Negotiation Period, Agency shall provide 11th Street Bikeway Project designs to Developer and the Parties agree to coordinate construction of these public improvements. Reimbursement for eligible public improvements will be addressed in the Block 68 S DDA and the Block 69 N DDA, but may be subject to separate participation or reimbursement agreements.

Section 801.06 Community Outreach

Developer has retained Atlas Strategic Communications (“Atlas”) to establish and implement a communications strategy and plan. Agency shall provide talking points to Developer and Atlas as to Agency’s involvement with Phase 1 by April 1, 2022, which talking points will be regularly updated. Atlas, Developer representative Kati Stallings and Agency representative Jordyn Neerdaels, Communications Manager, will meet regularly to update the communications strategy and community outreach plan. Developer and Atlas will submit all press releases, advertisements, social media posts and video segments concerning Phase 1 to Agency for pre-approval at least 48 hours in advance of posting and/or publishing.

Section 801.07 Sequencing

The Parties shall address the sequencing and timing for development of several public and private components of Phase 1 and the related issues raised in the plans for financing the public portions, recognizing that the public and private portions may proceed on different schedules as a function of market conditions, available public funds, and costs, among other things.

Section 802 Issues of Negotiation Applicable to the Workforce Housing Project Only

Section 802.01 Land Exchange

Negotiations of the Land Exchange are critical to the successful development of the Workforce Housing Project; however, such negotiations rely on completion of the appraisals set forth in Section 206. On or before June 30, 2022, Developer, in coordination with the YMCA, shall submit to the Agency refined Land Exchange scenarios concerning information obtained in the appraisals. The Block 69 N DDA will include negotiated terms related to the Land Exchange.

Section 802.02 Unit Affordability Mix and Low Income Housing Tax Credits

Developer's Proposal sets forth a preferred allocation of mixed-income units in the Workforce Housing Project on Block 69 N, including 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 65 market-rate units. The Agency Board at its meeting on December 13, 2021, specifically requested additional 2 bedroom units at or below 100% AMI which request is likely to result in a re-allocation of the total unit mix. Agency has not specifically approved the unit mix.

Developer has also indicated its intent to investigate the potential of Low-Income Housing Tax Credits ("LIHTC") for use in the Workforce House Project. On or before March 30, 2022, Developer shall provide Agency with the timeline and process to obtain LIHTC, identification of the specific LIHTC program, and if LIHTCs are not received the impact on the proposed unit affordability mix and affordability monitoring.

The specific unit affordability mix and affordability monitoring will be further negotiated through approval of the Block 69 N DDA. The Parties will work together to identify a third-party monitoring agent either through The Housing Company, City or other similar agreed upon monitoring agent.

Section 802.03 Availability of City Funds

Developer seeks to coordinate with City to determine the availability of funding for affordable and/or workforce housing projects. Developer shall provide Agency with information as to City funding and/or partnership opportunities as information becomes available.

Section 803 Issues of Negotiation Applicable to the Mixed-Use Housing & Mobility Hub Project Only

Section 803.01 Control of the State Parcel

Developer will have until June 30, 2022, to negotiate and enter into a binding obligation to acquire the State Parcel. Developer shall provide copies of the executed purchase and sale agreement to Agency for review of all deadlines and material provisions. Provided, Agency may in its discretion extend the time to acquire the State Parcel by an additional thirty (30) days if Developer and the State have entered into a non-binding agreement on or before June 30, 2022. If Developer fails to provide such documentation by June 30, 2022, the development of the Mixed-Use Housing & Mobility Hub Project on Block 68 S will proceed without the State Parcel.

Section 803.02 Impact of Acquisition of the State Parcel on Design

Design of the Mixed-Use Housing & Mobility Hub Project may change upon Developer's successful acquisition of the State Parcel.

Following Developer's deadline to acquire the State Parcel, Developer on or before July 31, 2022, will submit a Revised Design for the Mixed-Use Housing & Mobility Hub Project, which Revised Design, in addition to the requirements of Section 202, shall include: updated ground floor uses, building height, update concerning healthcare provider space, identification of public improvement needs on 10th Street frontage, number of stalls, and confirmation of housing product type, e.g. active adult and/or market rate multi-family, and alternative parking garage design with a flat deck and a ramp.

803.03 Mobility Hub: Structured Parking

Developer's Proposal as part of the Mixed-Use Housing & Mobility Hub Project includes a structured parking garage on Block 68 S including approximately 469 stalls intended for multiple public/private uses (the "Mobility Hub").

Due to Agency's anticipated participation in the ownership and operations of the Mobility Hub and to assess the economic feasibility of such participation, on or before April 15, 2022, Developer will provide Agency with the following preliminary data:

- construction budget for the structured parking facility, including specific cost allocation methodologies for land costs, soft costs and hard costs, and information and/or standards that support the proposed allocation methodologies;
- information about adaptive reuse of the Mobility Hub and impact on construction costs;
- term sheet concerning ownership structure, including identification of parties with an ownership interest;
- parking management, including any proposed shared use;
- allocation of stalls between public/private uses
- parking operations;
- projected parking revenue; and
- coordination including BikeBOI facility

(collectively, the "Preliminary Parking Data"). The Preliminary Parking Data will be updated and submitted to Agency together with the Revised Design on July 31, 2022.

The Block 68 S DDA will include negotiated terms related to the Mobility Hub Project, including funding, ownership, management, and operations.

Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and

Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

Developer

J. Dean Papé
Block 68 Development LLC
1199 Shoreline Drive, #290
Boise, Idaho 83702
(208) 830-7071 (voice)
dean@dechase.com

With a copy to Jill Sherman
(which copy shall not constitute notice):
151 SW First Ave., Suite 300
Portland, OR 97204
(503) 956-7210 (mobile)
jill.sherman@edlenandco.com

With a copy to the Registered Agent for Developer:
Anne C. Kunkel
Varin Thomas Corporate Services LLC
242 North 8th Street, Suite 220
Boise, Idaho 83702
(208) 584-1266 (voice)
(877) 717-1758 (fax)
anne@varinthomas.com

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of each Deposit as provided herein. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other third party costs and damages allowed, as determined by the Court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Agency Parcels and the YMCA Parcels by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the written consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

Dean Papé and Jill Sherman shall serve as local project managers who will be available to Agency.

Section 907 Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means any holiday as defined by Idaho Code § 73-108.

Section 908 Anti-Boycott Against Israel Certification.

In accordance with Idaho Code § 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement

This Agreement may be terminated at any time by the written consent of the Parties. In the event of such termination, Deposit shall be refundable as set forth in

Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms

Upon termination of this Agreement at the expiration of the Negotiation Period, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate Block 69 N DDA and Block 68 S DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain all or a portion of the applicable Block 69 N or Block 68 S Deposit as provided in Section 103.

Exhibits

Exhibit A	Legal Description of Agency Parcels and Map of the Site
Exhibit B	Developer's Proposal
Exhibit C	Schedule of Performance

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

_____, 2022

AGENCY

THE URBAN RENEWAL AGENCY OF
BOISE CITY, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

8TH OF MARCH, 2022

DEVELOPER

Block 68 Development LLC,
an Idaho limited liability company



By: J. DEAN PAPÉ
Name: MANAGER

STATE OF IDAHO)
 ss:
County of Ada)

On this _____ day of _____, 2022, before me, a notary public in and for said state, personally appeared John Brunelle, Executive Director of the Capital City Development Corporation, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the Capital City Development Corporation.

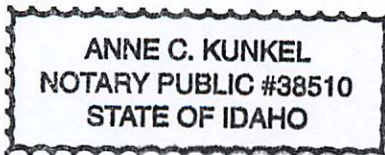
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Commission Expires: _____

STATE OF IDAHO)
 ss:
County of Ada)

On this 8th day of March, 2022, before me, a notary public in and for said state, personally appeared J. Dean Page, known or identified to me to be the manager of an Idaho Limited Liability Company known as Block 68 Development LLC, an Idaho limited liability company, who executed the within instrument on behalf of said Limited Liability Company and acknowledged to me that said Limited Liability Company executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Anne C. Kunkel

NOTARY PUBLIC for Idaho
Commission Expires: 9. 22. 2026

Exhibit A
Legal Description of the Site and Site Map

Agency Parcel: 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Agency Parcel: 421 N. 10th - Block 68 N

Tax Parcel No. R1013004583

Lots 11 and 12 and the Easterly 40 feet of Lot 10, when measured parallel with the line dividing Lots 10 and 11 in Block 68 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

YMCA Parcel: 1023 W. State – Block 68 N

Tax Parcel No. R1013004561

Lots 7, 8 and 9 and the West 10 feet of Lot 10, all in Block 68 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County Idaho.

YMCA Parcel: 1177 W. State – Block 69 N

Tax Parcel No. R1013004631

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 1, official records of Ada County, Idaho.

YMCA Parcel: 1111 W. State – Block 69 N

Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th - Block 69 N

Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South 35°12'20" West, 120.02 feet;

Thence leaving said southeasterly boundary line North 54°48'05" West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North 35°12'39" East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

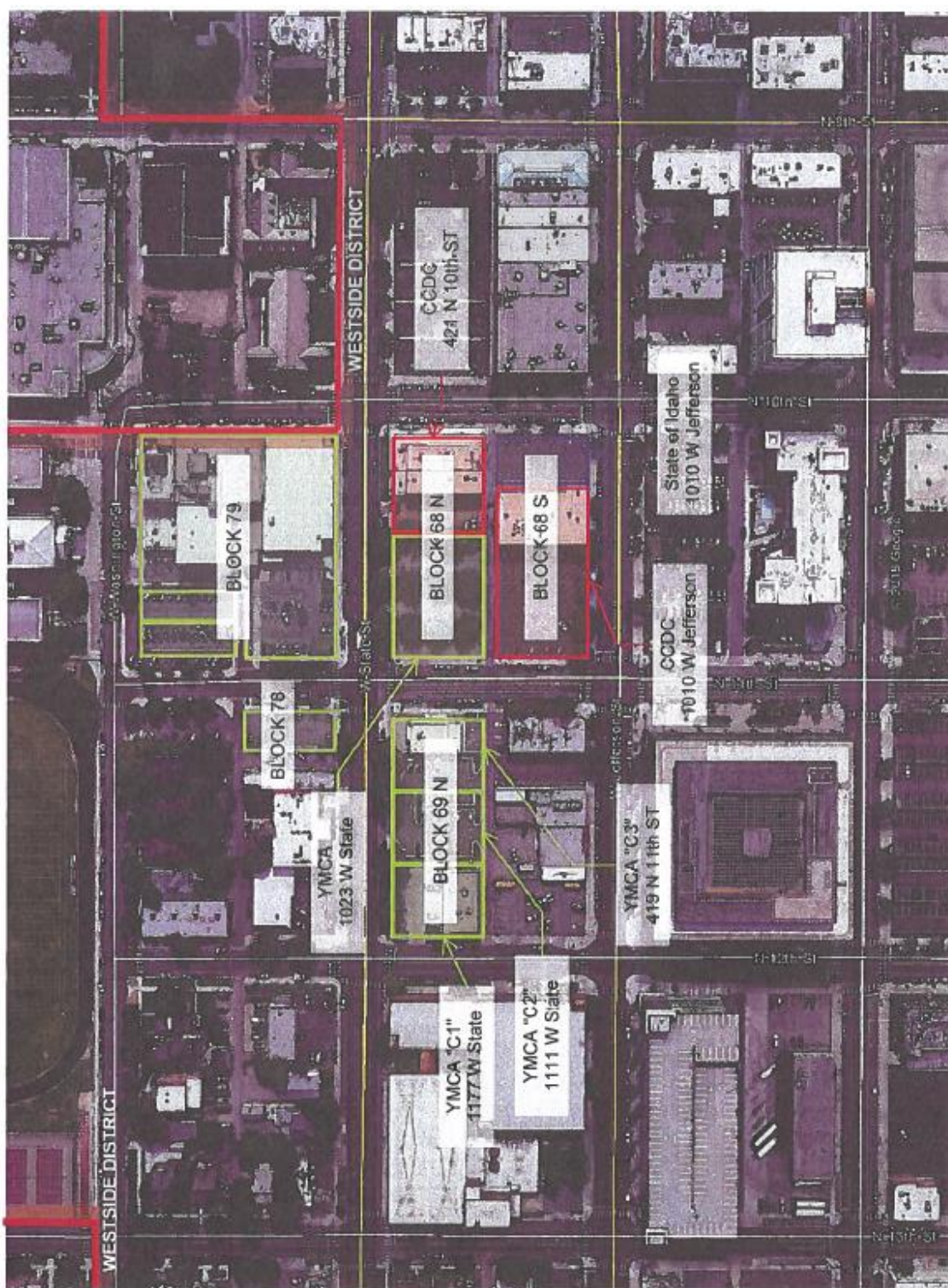


Exhibit B
Developer's Proposal

6 Development Program Form REQUIRED WITH SUBMITTAL

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 69 North)	Building 2 (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)	450		
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, community, or family services)		Housing, Retail	Housing, Retail/Child Development/Parking
Development Costs per Unit (Housing Only)		\$268,000	\$367,000
Total Development Costs	\$180,592,000	\$62,204,000	\$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. + CHASE MIKSI + ELTON Companies + the Y YMCA

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 square-foot 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, medical clinic/healthcare space, or retail.

The **Mobility Hub** includes ParkBOI, which will facilitate 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 Mobility 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 CCDC-owned 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 YMCA-owned 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 four-story, 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 across 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 North	Block 68 South	Block 69	Block 78	Block 79
GROW OUR HOUSING					
Balanced Mix of Housing		x	x		x
25 units < 80%, 130 <120% AMI			x		TBD
Washer/Dryer Included		x	x		x
Minimum Sqft per Unit		x	x		x
9ft Height in Unit		x	x		x
MOBILITY					
Building a Better State Street Initiative	x	x	x	x	x
11 th Street Bikeway (>30 bike parking)		x	x		x
Mid-block Connection	x	x			
Private parking ratio: <0.8		x	x		x
URBAN DEVELOPMENT & ARCHITECTURAL DESIGN					
Increase Density	x	x	x	x	x
Activate Street through Ground Floor Retail	x	x	x	x	x
14ft Ground Floor Ceiling Heights	x	x	x	x	x
ECONOMIC DEVELOPMENT					
Shared-use Parking- increase infill, reduce single-use garages	x	x	x		
Phased Construction prior to 2024	x	x	x		
SUSTAINABILITY					
Meet Green Building Code	x	x	x	x	x
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	x	x	x	x	x

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

BLOCK 68 CATALYTIC REDEVELOPMENT

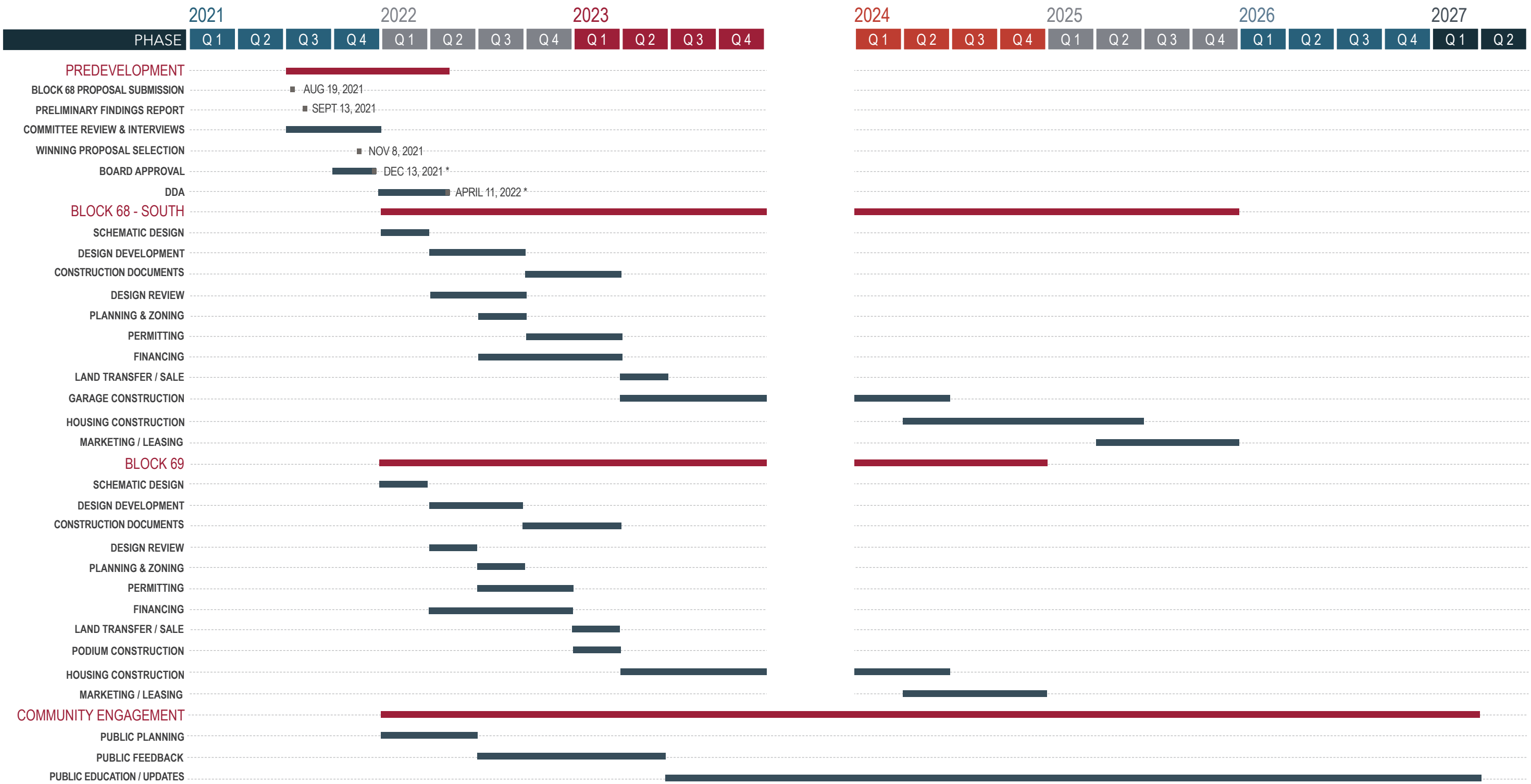
DEVELOPMENT TIMELINE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

DEVELOPMENT & TRANSACTION TIMELINE

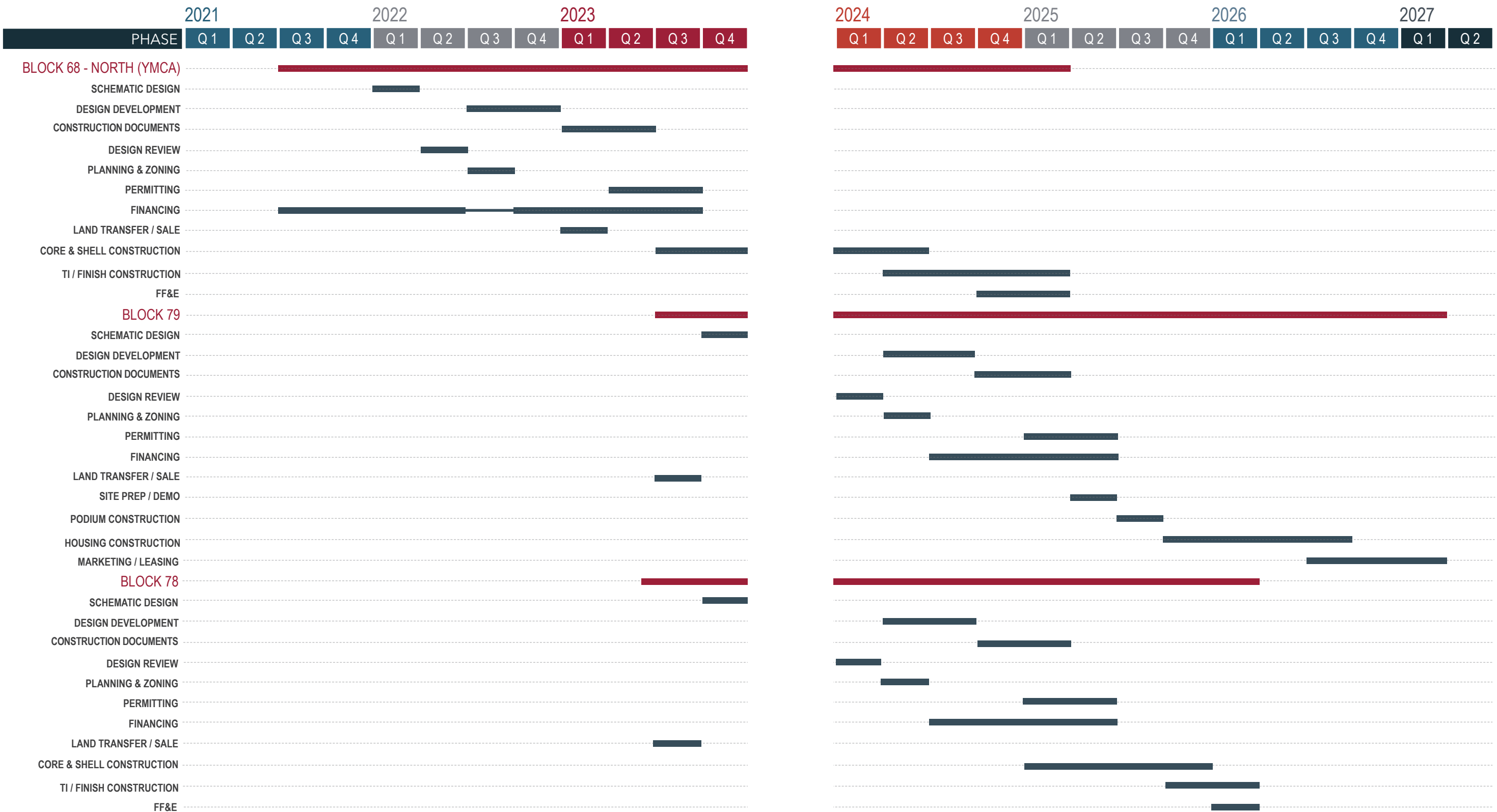
PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69



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.

DEVELOPMENT & TRANSACTION TIMELINE

CATALYTIC PROJECTS - BLOCK 68 NORTH, BLOCK 78, & BLOCK 79



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

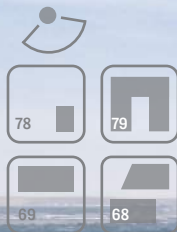
BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT DRAWINGS



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

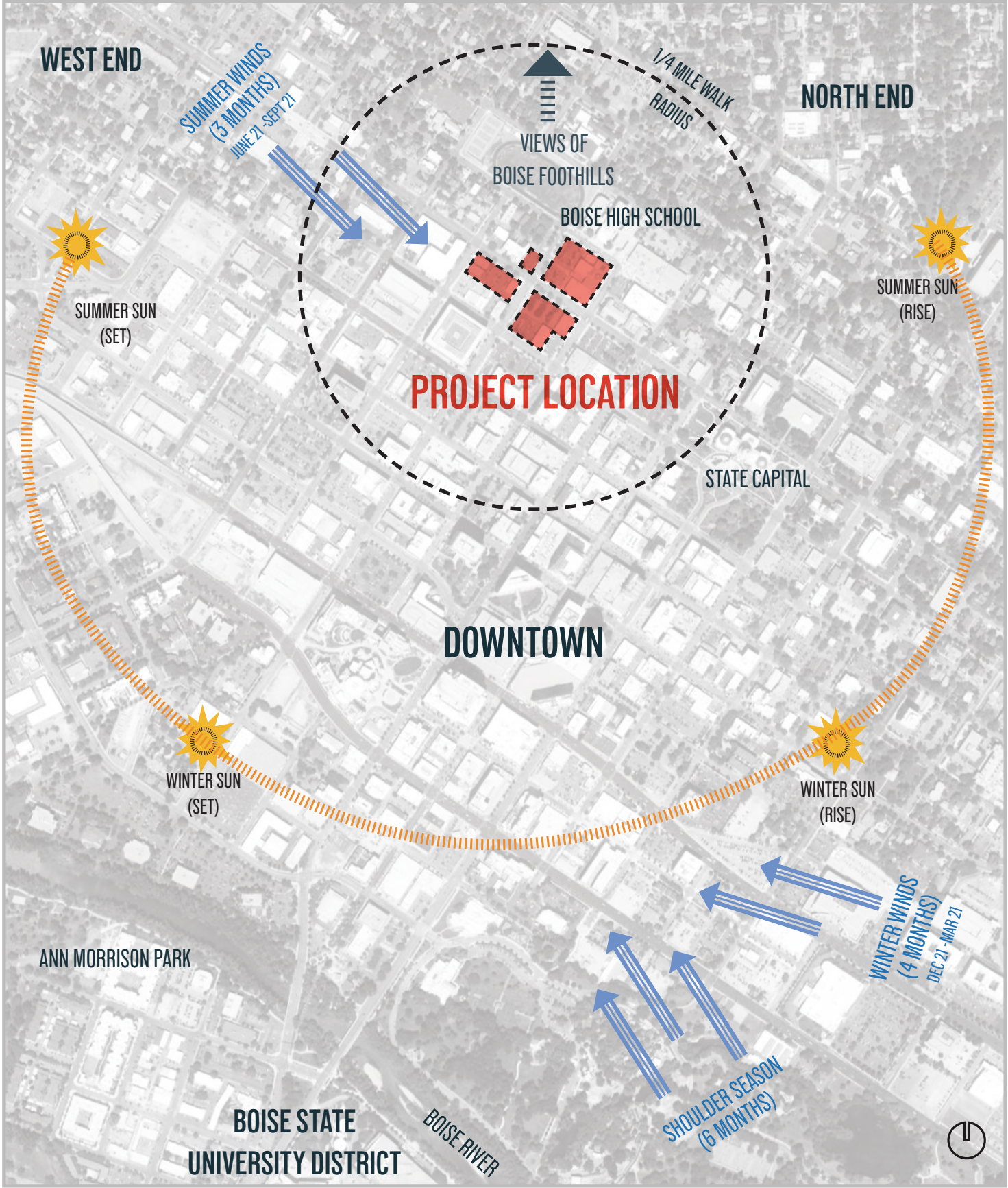
GROW OUR HOUSING



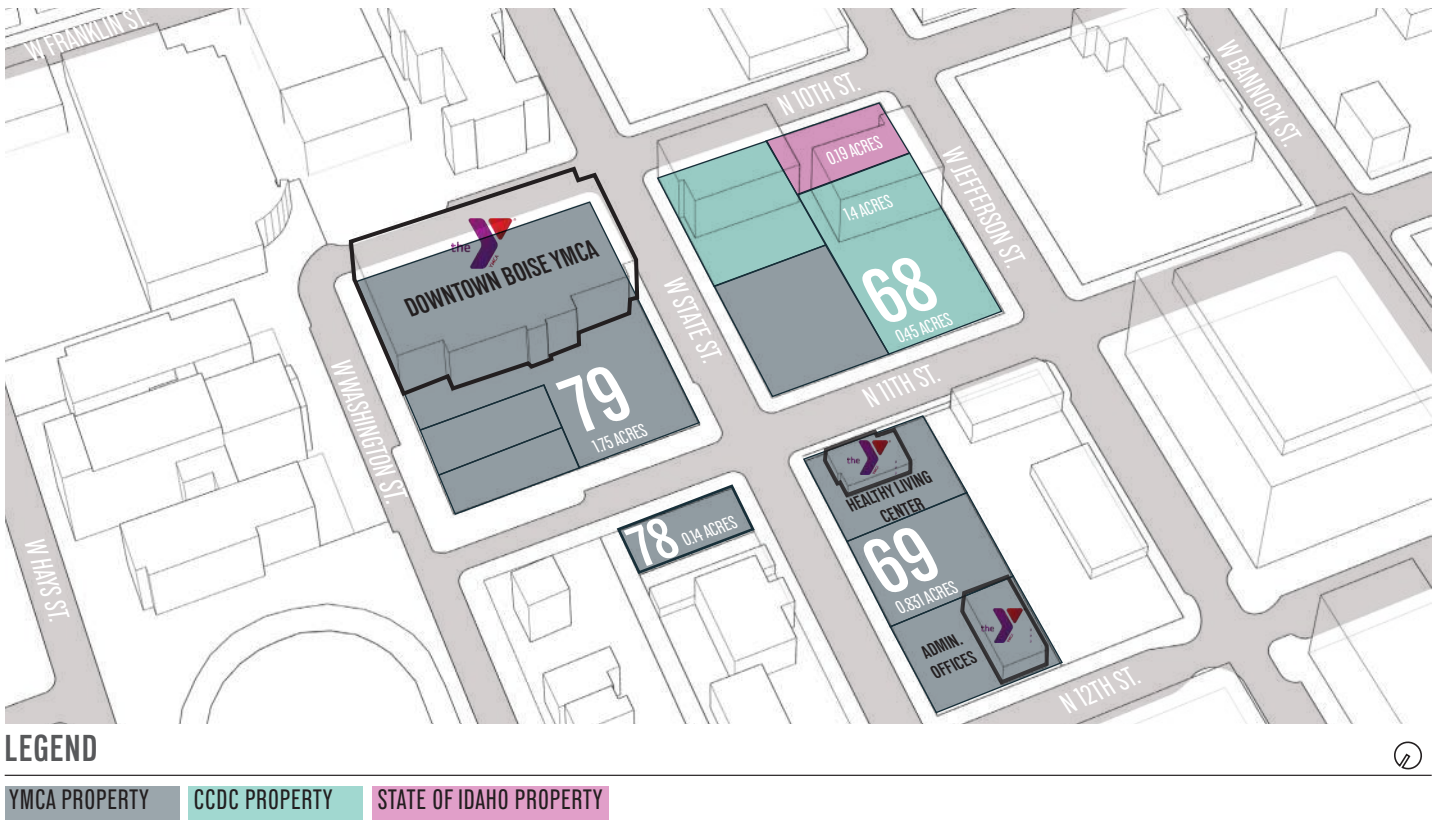
NEIGHBORHOOD FEATURES:

- 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

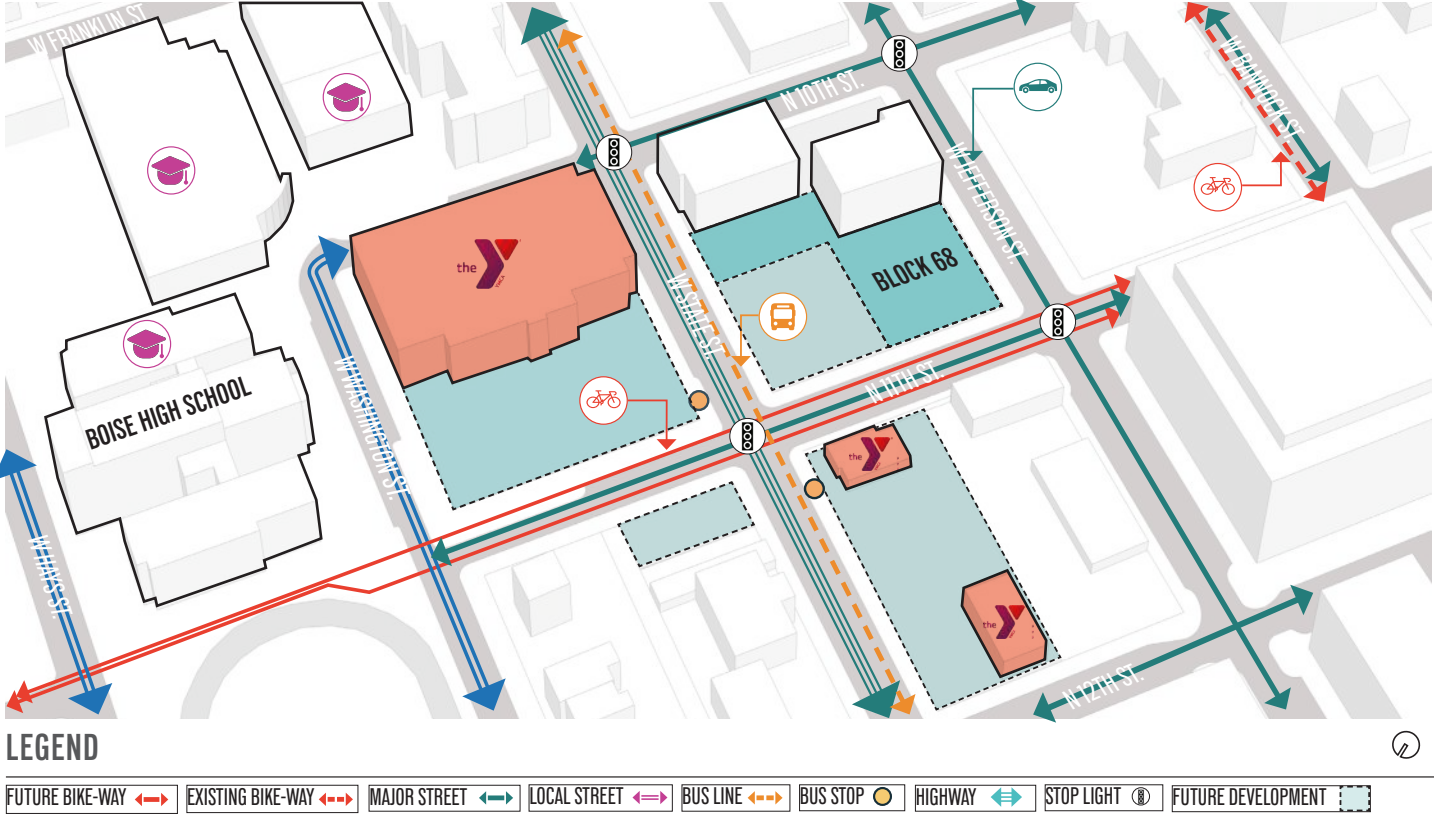
GROW OUR HOUSING
SITE ANALYSIS



CURRENT PARCEL OWNERSHIP



CIRCULATION / TRANSPORTATION



GROW OUR HOUSING

PROPOSED MASTERPLAN, MASSING, AND PROGRAM



VISIONARY OUTCOME

155 Units	Affordable Housing
471 Units	Market-Rate Housing
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

BLOCK 68		BLOCK 78	
230	Market-Rate Units	14,331 GSF	Creative Office
98,196 GSF	YMCA	2,547 GSF	Retail
14,078 SF	Child Development		
158 Stalls	Mobility Hub		
180 Stalls	Housing Parking		
131 Stalls	YMCA Parking		
BLOCK 69		BLOCK 79	
155	Affordable Units	176	Market-Rate Units
65	Market Rate Units	26,223 SF	Health/Education
10,185 GSF	Retail	8,102 SF	Retail
45 Stalls	Parking	88 Stalls	Housing Parking
		122 Stalls	Commercial Parking

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKE STORAGE
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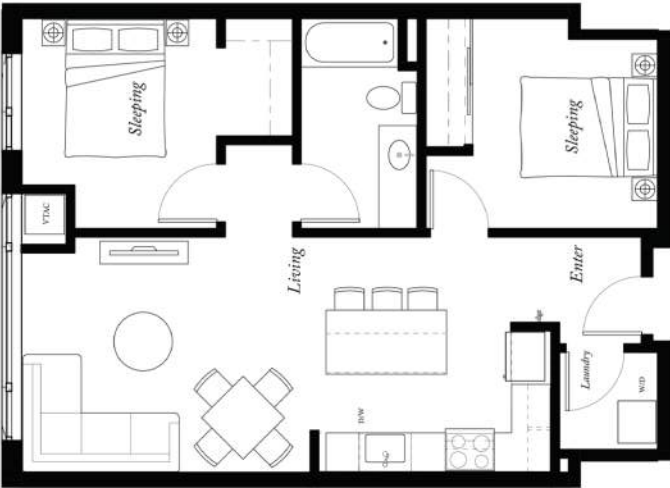
TYPICAL UNITS & FINISHES



STUDIO | 550 SF MIN
278 UNITS TOTAL



1 BEDROOM | 650 SF MIN
247 UNITS TOTAL



2 BEDROOM | 850 SF MIN
101 UNITS TOTAL



KITCHEN



LIVING

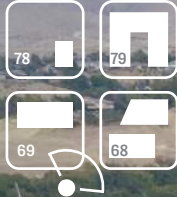


LOBBY



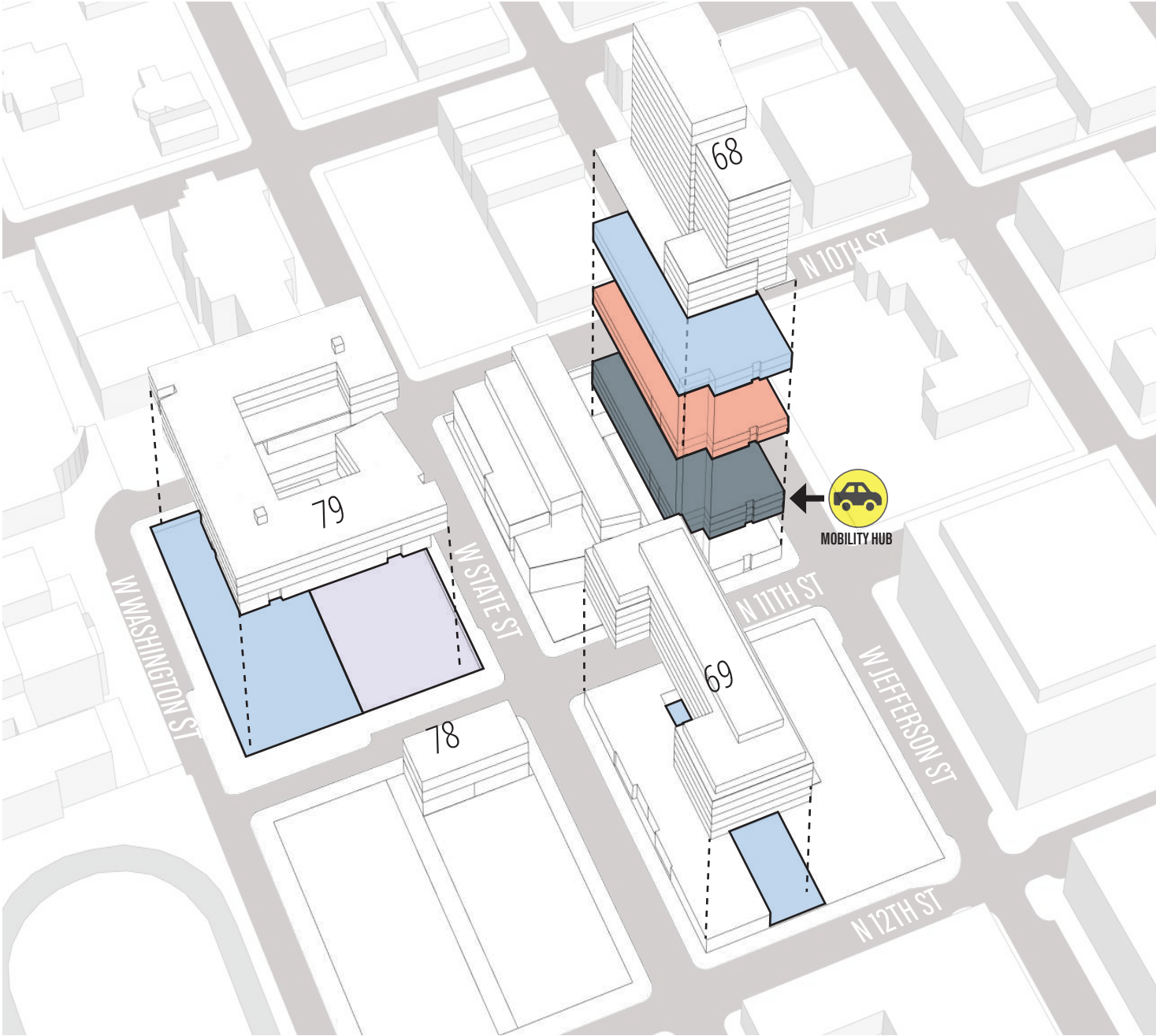
AMENITY

MOBILITY



MOBILITY

PARKING DISTRIBUTION



VISIONARY OUTCOME

724 Stalls Total Parking

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
180 Stalls	Housing	45 Stalls	Parking	0 Stalls	Parking	88 Stalls	Housing
158 Stalls	ParkBOI					122 Stalls	Commercial
131 Stalls	YMCA						

LEGEND

MOBILITY HUB PARKING YMCA PARKING RESIDENTIAL PARKING COMMERCIAL PARKING

SITE FLOW & CONNECTION



NEIGHBORHOOD BIKE AMENITIES



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN
VISION



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

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



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN
ASPIRATIONAL IMAGERY



EXCEPTIONAL
BUILT
ENVIRONMENT
THAT
CONTRIBUTES TO
THE AUTHENTIC
NEIGHBORHOOD
FABRIC

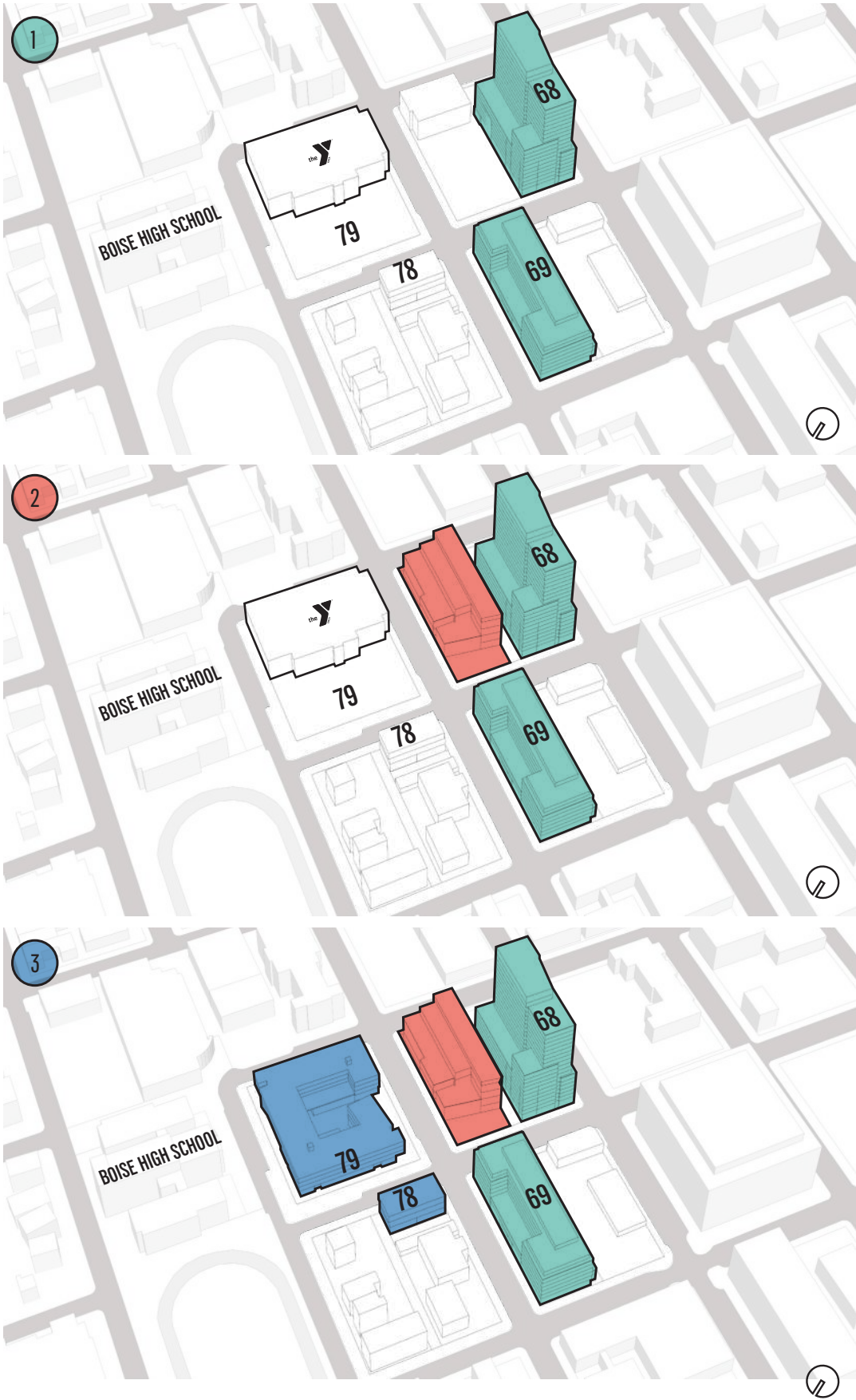


ASPIRATIONAL
ARCHITECTURE
THAT
INTEGRATES
GREEN
ARCHITECTURE
FEATURES AND
SYSTEMS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

PRIORITIES & BUILDING MASSING

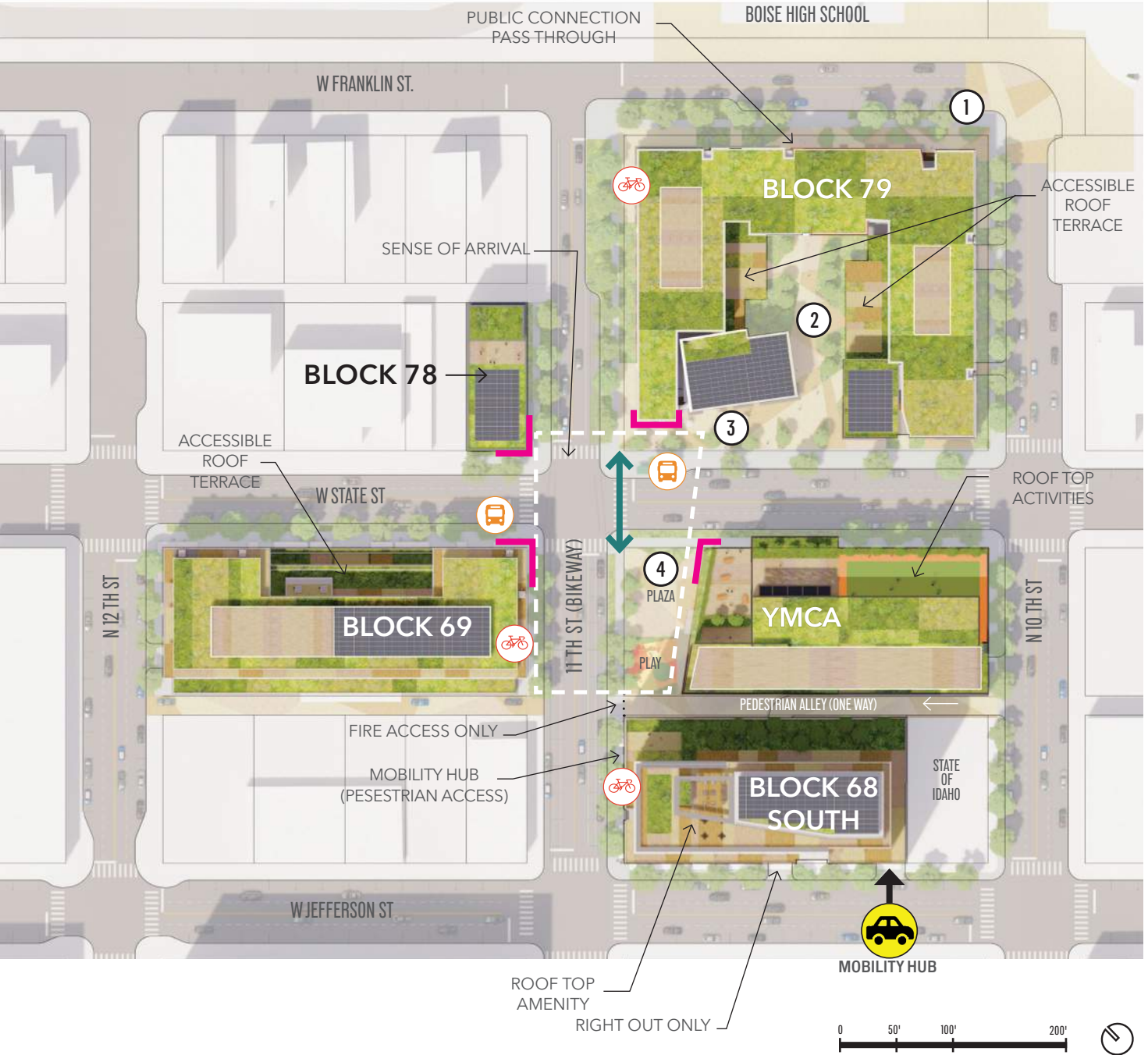


- PRIORITY 1**
- BLOCK 68 - SOUTH**
230 Units
14,078 SF
158 Stalls
311 Stalls
30 Stalls
- Market Rate Units
Child Development
Mobility Hub
Additional Parking
Bike Parking
- BLOCK 69**
155 Units
65 Units
10,185 GSF
45 Stalls
31 Stalls
- Affordable Housing
Market-Rate Housing
Retail
Parking
Bike Parking

- PRIORITY 2**
- BLOCK 68 - NORTH**
98,196 GSF
21,416 SF
- YMCA
Plaza

- PRIORITY 3**
- BLOCK 78**
14,331 GSF
2,547 GSF
- Office Space
Retail
- BLOCK 79**
176 Units
26,223 GSF
8,102 GSF
210 Stalls
45 Stalls
- Market-Rate Units
Health/Education
Retail
Parking
Bike Parking

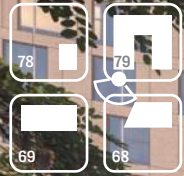
SITE LAYOUT



MASTERPLAN



FACADE DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FACADE DESIGN AND FINISHES

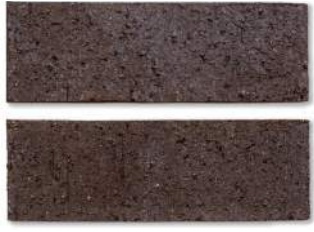


FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

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



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



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



Living Wall



Aluminum Window Wall



Glass guard rail



Transparent Storefronts

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



Vinyl Windows: VPI
Style: Black



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

MATERIAL PALETTE BLOCK 79



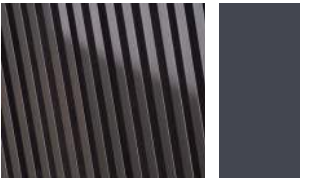
Mutual Materials: Face Brick
Style: Mediterranean - Mission
Size: Norman
Pattern: Running Bond



Metal Panel: Morin
Style: W-12 panel
Color: Redwood
Pattern: Vertical



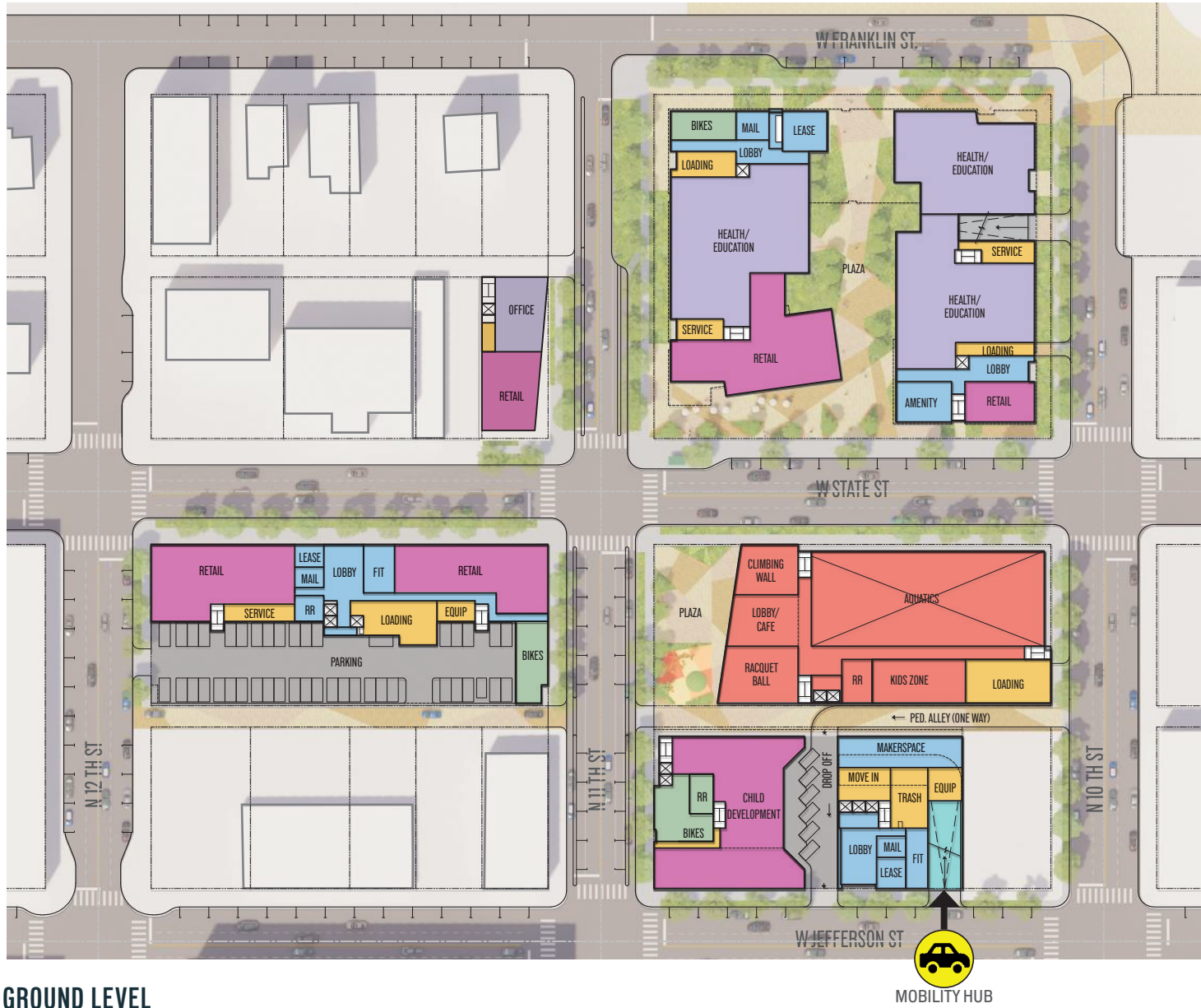
Accent: Wood Cladding
Species: Accoya
Pattern: Vertical,
open joint



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

URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | GROUND LEVEL



GROUND LEVEL

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
8,423 GSF	Housing	9,451 GSF	Housing	2,681 GSF	Office Space	10,631 GSF	Housing
15,184 GSF	YMCA	10,185 GSF	Retail	2,547 GSF	Retail	26,223 GSF	Health/Education
14,078 SF	Child Development	16,337 GSF	Parking			8,102 GSF	Retail
5,800 GSF	Parking	45 Stalls	Parking			45 Stalls	Bikes
6 Stalls	Short-Term Parking	31 Stalls	Bikes				
30 Stalls	Bikes						

Below-Grade

79,278 GSF

Parking

210 Stalls

Parking

78

79

69

68

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 2



LEVEL 2

BLOCK 68 - SOUTH		BLOCK 69		BLOCK 78		BLOCK 79	
27,870 SF	Parking Area	27,265 GSF	Housing	5,825 GSF	Office Space	46,890 GSF	Housing
55 Stalls	Parking	35 Units	Housing			61 Units	Housing
		8,515 GSF	Outdoor Space			6,070 GSF	Outdoor Space

BLOCK 68 - NORTH

15,184 GSF

YMCA

78

79

69

68

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 3-4



LEVELS 3-4

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking

BLOCK 69

27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 78

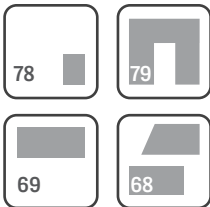
5,825 GSF
Office Space

BLOCK 79

46,890 GSF
61 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

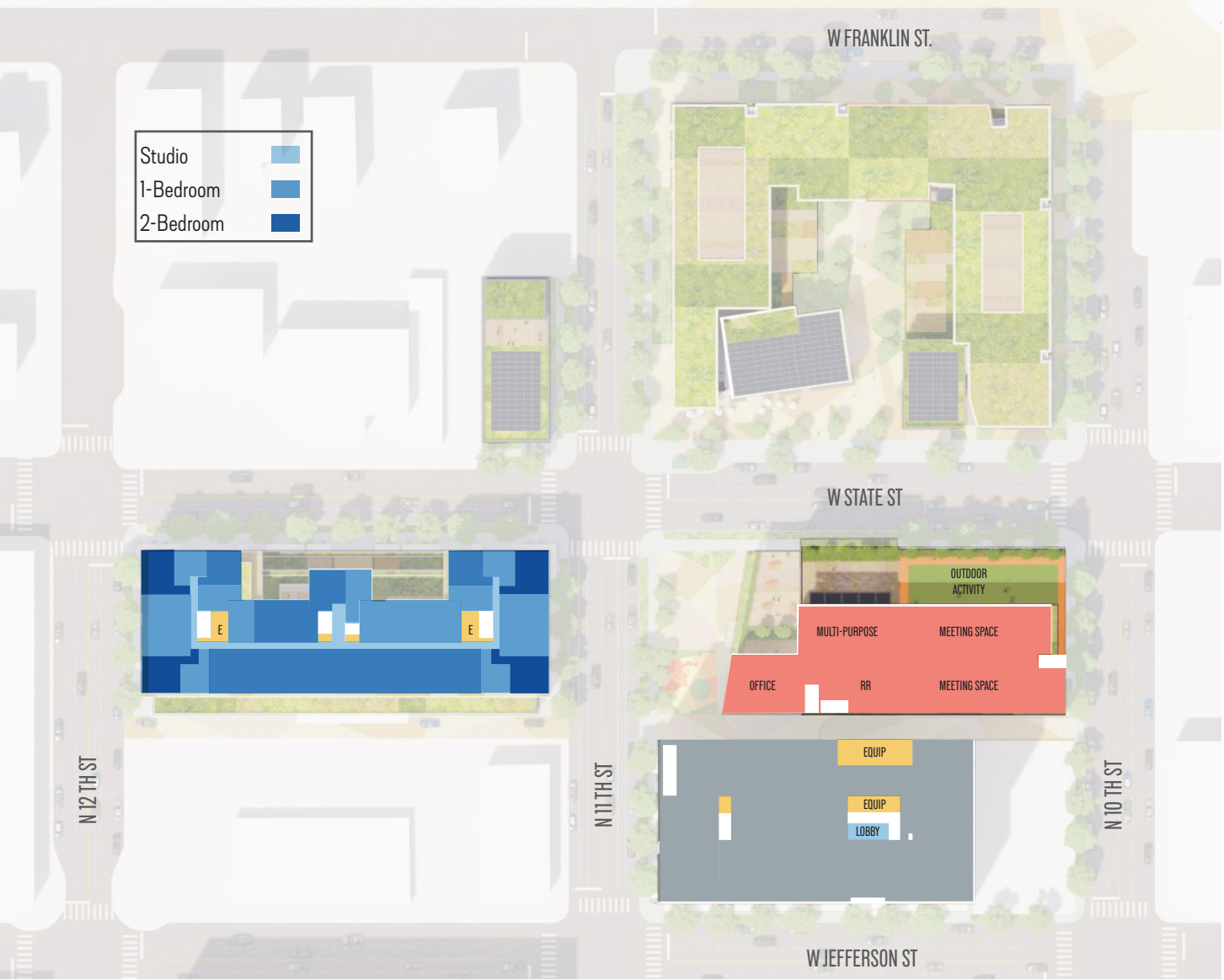
19,887 GSF
YMCA



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVELS 5-8



LEVELS 5-8

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking per Floor

BLOCK 69

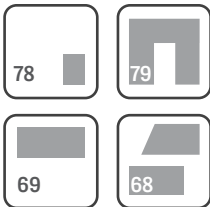
27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 79

42,165 GSF
54 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

17,397 GSF
11,572 GSF
YMCA
Outdoor Space



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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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



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 13



LEVEL 13

BLOCK B - SOUTH

15,602 GSF Housing

18 Units Housing per Floor

2,488 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 14-19



LEVELS 14-19
BLOCK 68 - SOUTH
15,602 GSF Housing
18 Units Housing per Floor



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 20



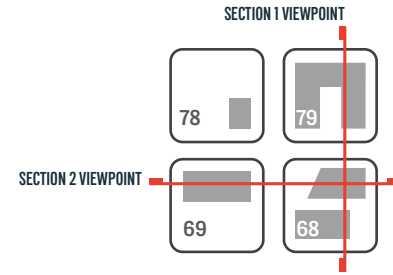
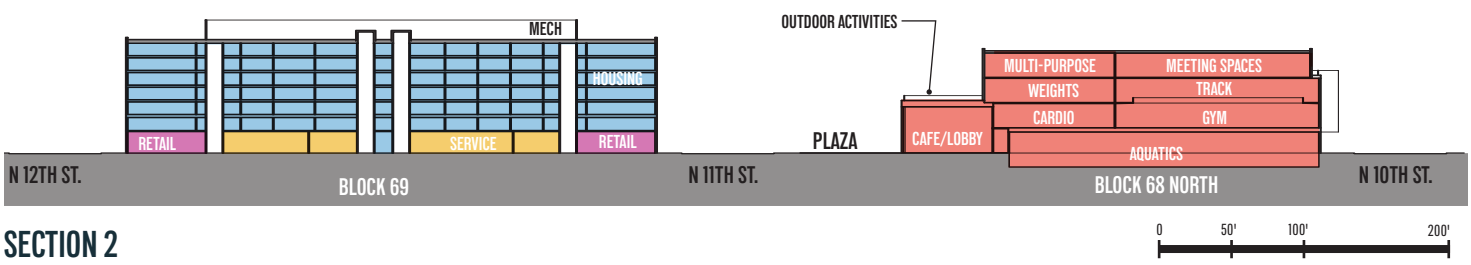
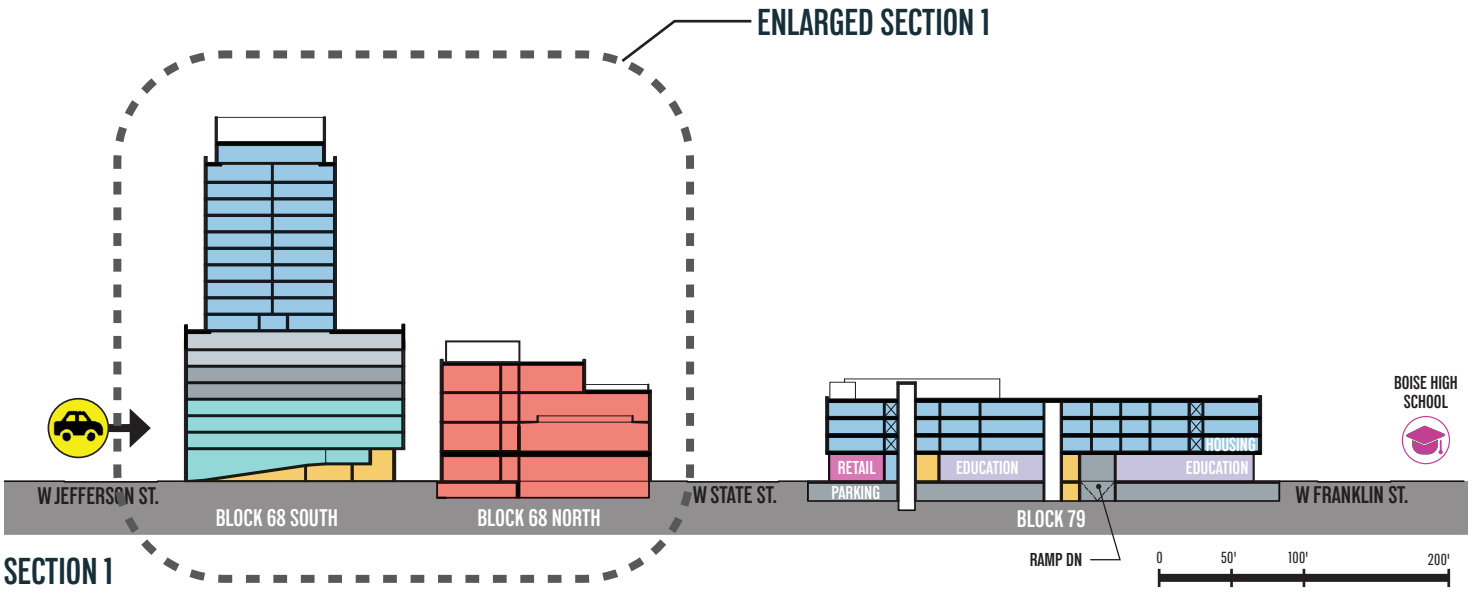
LEVEL 20
BLOCK 68 - SOUTH
9,879 GSF Housing
8 Units Housing per Floor
7,269 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

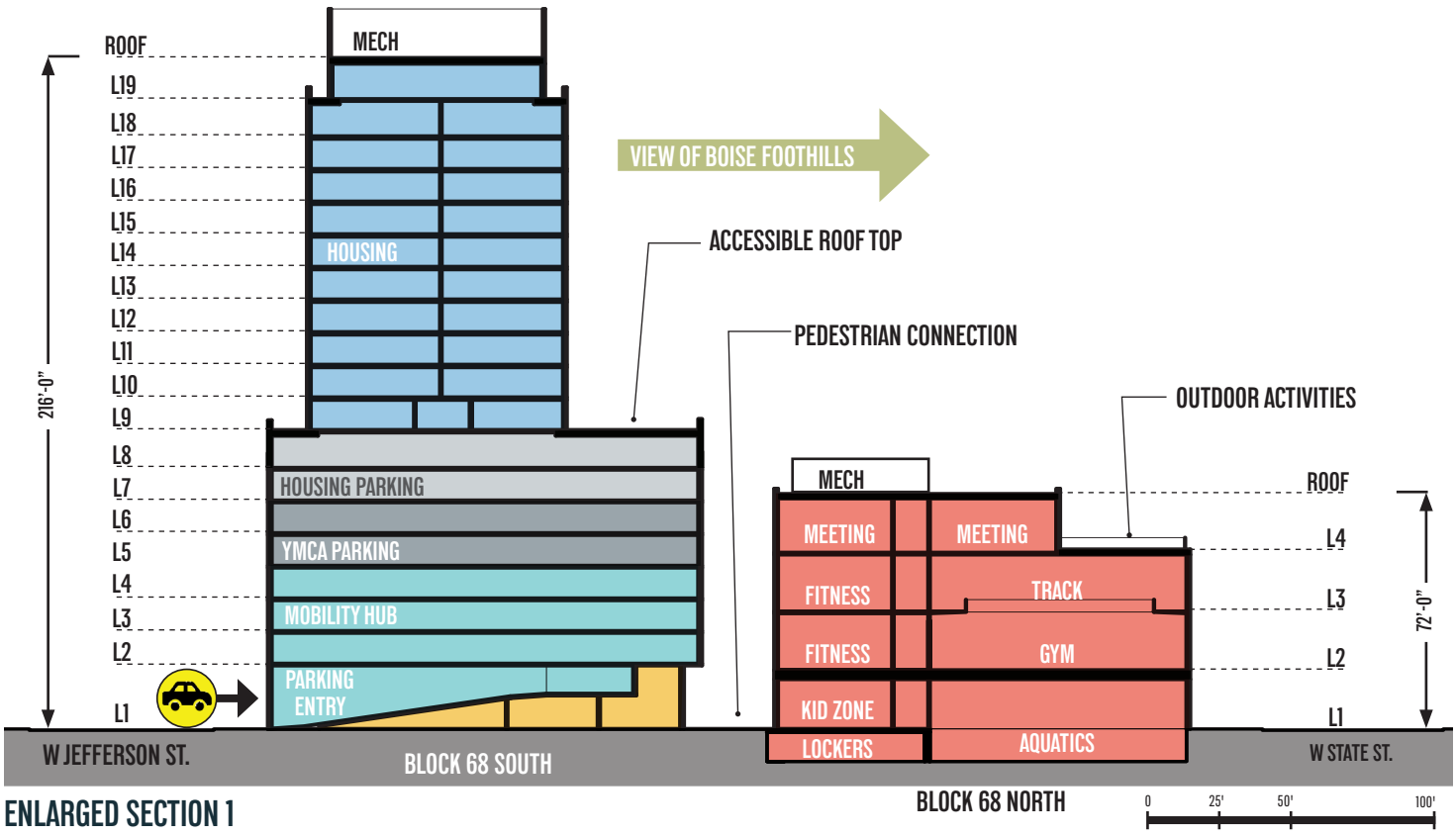
SECTIONS



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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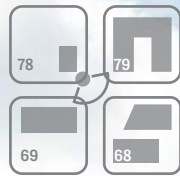
ENLARGED SECTION 1 - BLOCK 68



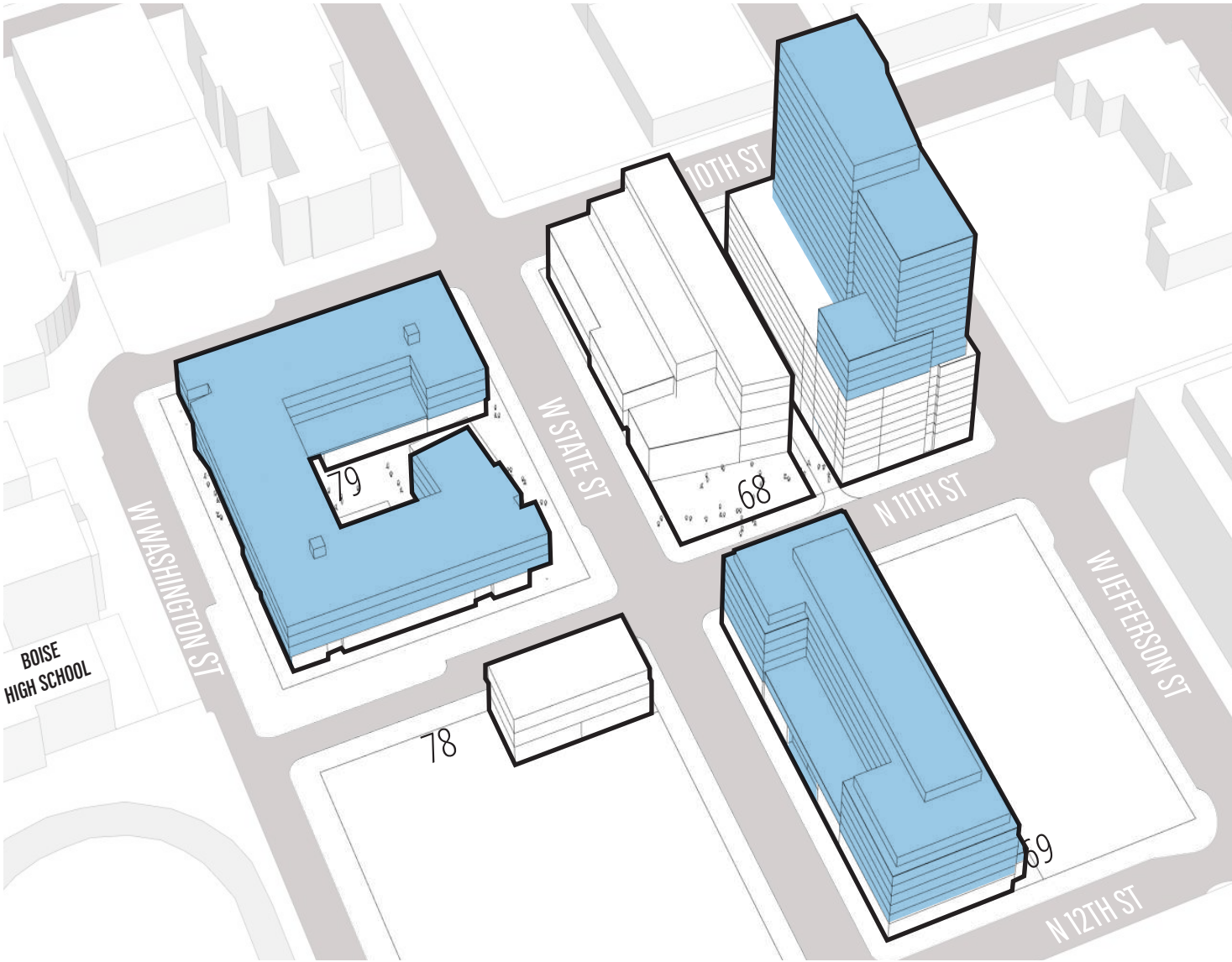
LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT
HOUSING



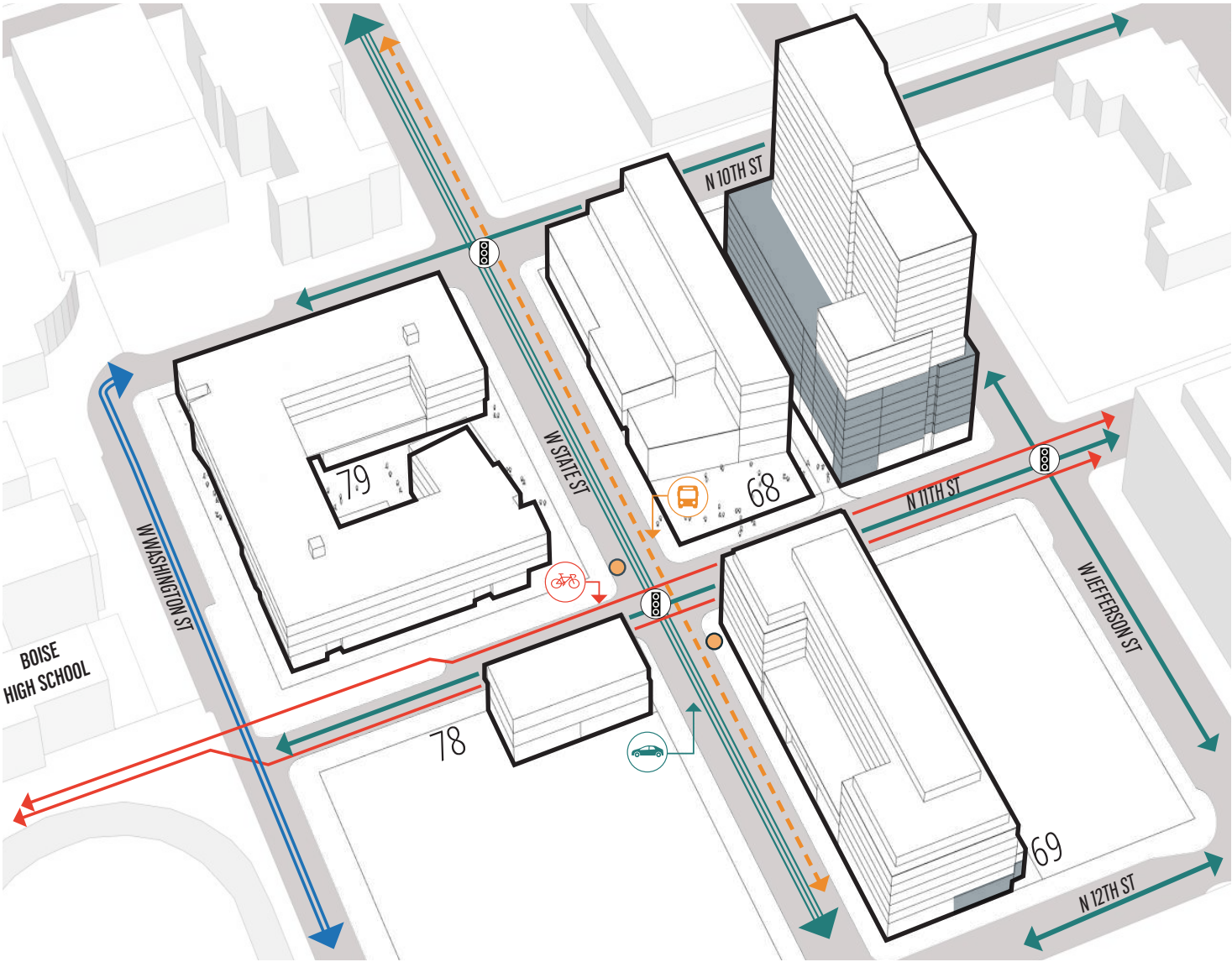
HOUSING

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.

LEGEND

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

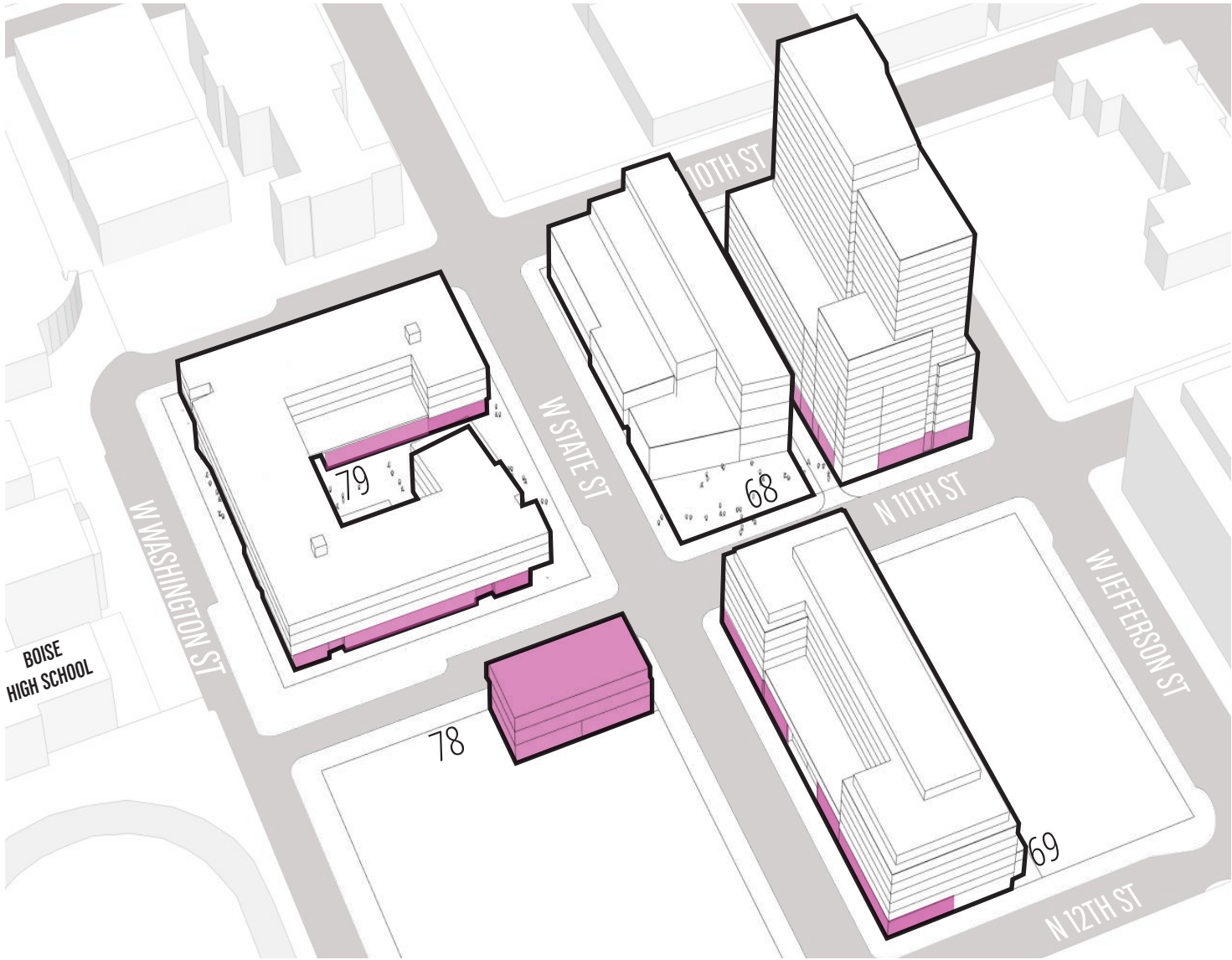
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development 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
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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).

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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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

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

PROPOSED PROJECTS

	BLOCK 69 Housing, Retail	BLOCK 68 - SOUTH Housing, Retail/Child Development, Parking	TOTAL PROPOSED 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 Downtown Boise YMCA	BLOCK 79 Housing, Retail, Education, Medical	BLOCK 78 Creative Office/not-for-profit hub, retail	TOTAL CATALYTIC YMCA, Housing, Retail, Education, 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



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:

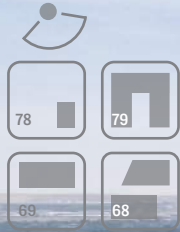
- Academic NV
 - Ada County Highway District (ACHD)
 - Boise School District
 - Boise State University
 - CATCH
 - City of Boise & Our Path Home Administrators
 - College of Idaho
 - College of Western Idaho
 - Create Common Good
- Idaho Food Bank
 - JA and Kathryn Albertsons Foundation
 - Life’s Kitchen
 - 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	Spring/ Summer 2021	2023	2023	2024-Project Coordination
<div><div><div>CCDC</div><div>CAPITAL CITY DEVELOPMENT CORP</div></div><div>DESCRIPTION OF STAKEHOLDER ENGAGEMENT STRATEGY</div></div>		PHASE 1: "Gain Understanding" -- Ask stakeholders <i>value-based</i> 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 <i>vision-based</i> 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	PHASE 3: "React to / Elaborate on Concepts" -- Ask stakeholders for feedback on <i>tangible 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, canvassing, social media, media outreach, advisory committee 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, <i>promote</i> 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.
STAKEHOLDERS*							
CCDC	CCDC Commissioners	X	X	X	X	X	
	City of Boise	X	X	X	X	X	
Treasure Valley Family YMCA	YMCA Staff	X	X	X		X	X
	YMCA Board of Directors	X	X	X	X	X	X
	YMCA Executive Leadership	X	X	X	X		X
	YMCA Donors	X	X	X	X		X
	YMCA Members	X	X	X	X		X
	Thrive Advisory Committee			X			X
Transportation Related	Valley Regional Transit		X	X			
	Idaho Transportation Department						
	Boise Bicycle Project		X	X			
	ACHD		X	X			
Economic Development + Housing	Boise Valley Economic Partnership		X	X			X
	Ada County Housing Authority		X	X	X		X
	CATCH		X	X	X		X
	Idaho Commerce		X				X
Proximal Businesses + Homeowners	Boise School District		X	X			X
	The Presbytery of Boise		X	X			X
	Idaho Sporting Goods		X	X			X
	North End Neighborhood Association		X	X			X
	Cathedral of the Rockies		X	X			X
General Public	Local/ Regional Media			X			X
Other Non-Profits	Consortium of Idahoans with Disabilities		X				X
	Challenged Athletes Foundation		X				X
	Boise Pride Foundation		X				X
	Wassmuth Center for Human Rights		X				X
	Charitable Assistance to Community's Homeless		X				X
	Interfaith Sanctuary		X				X
	Idaho Office for Refugees		X				X
	Women and Children’s Alliance		X				X
	Jannus		X				X
	Idaho Association for the Education of Young Children		X				X
Government or Quasi-	El-Ada Community Action Partnership		X				X
	Idaho Commission on Hispanic Affairs		X				X
Partners + Potential Partners	College of Western Idaho		X				X
	St. Luke’s Health System		X				X
	JA & Kathryn Albertson Foundation		X				X
	Saint Al's Health System		X				X

* 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

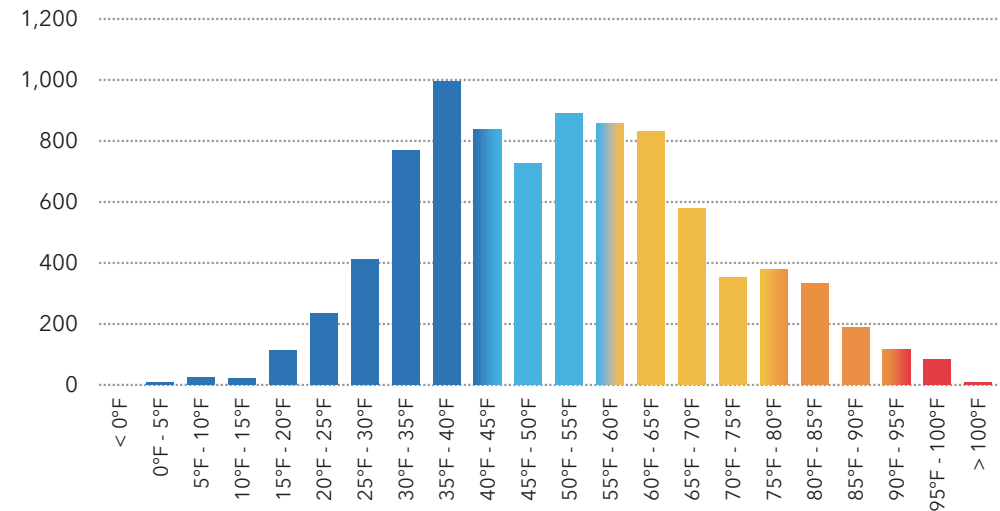
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team’s extensive experience with proven sustainable design, coupled with thoughtful 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.



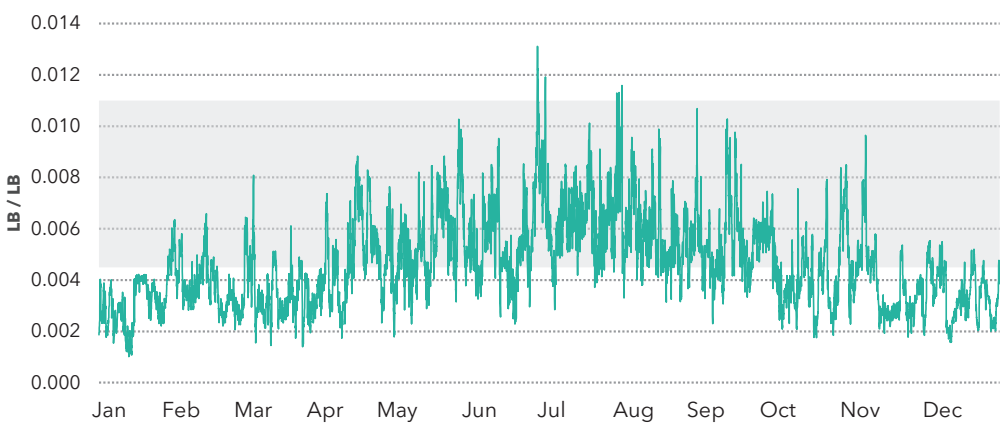
TEMPERATURE

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.



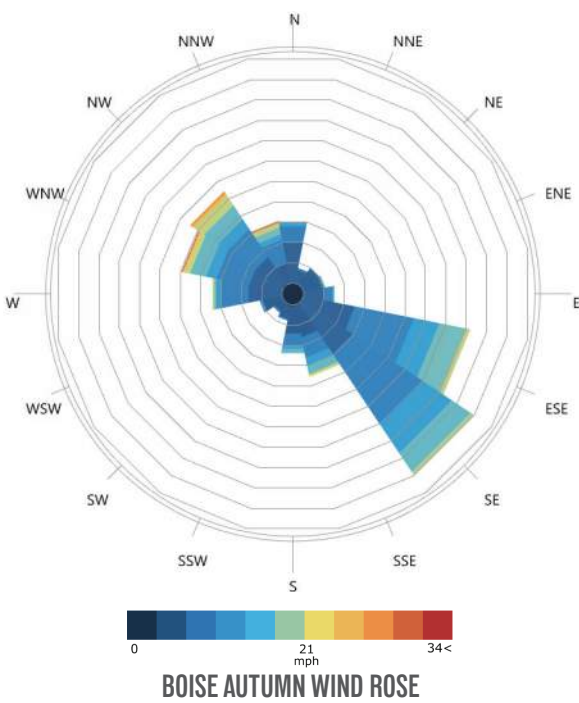
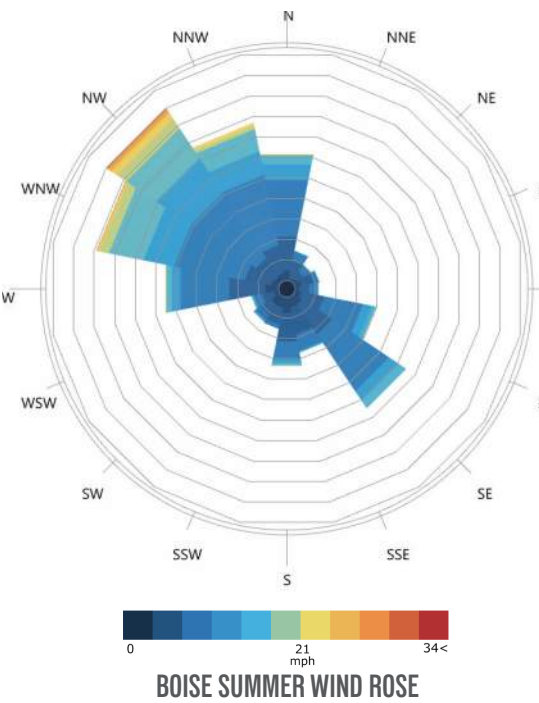
HUMIDITY

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.



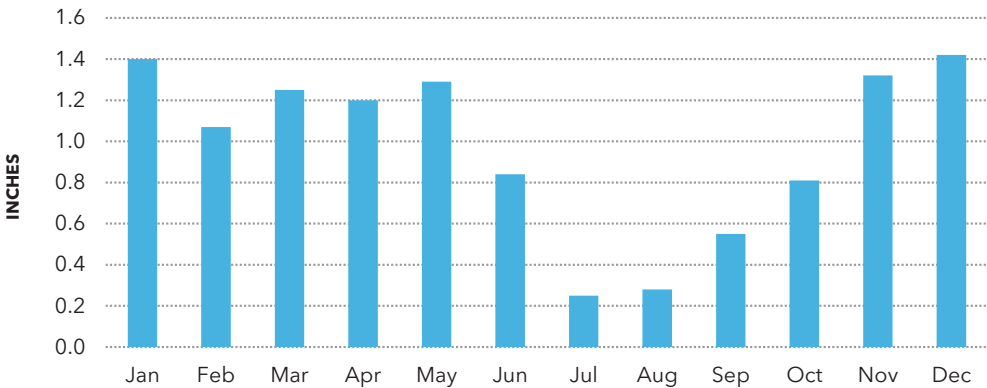
WIND RESOURCE

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-north-west. 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.

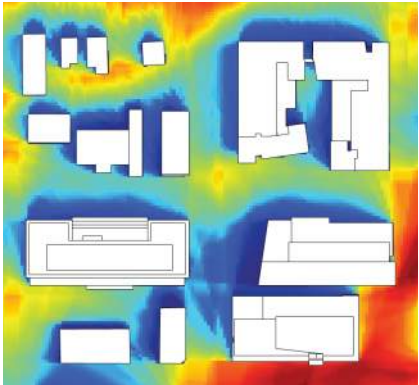


SUSTAINABILITY
CLIMATIC DATA

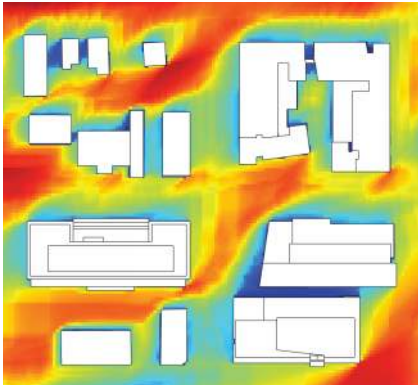


PASSIVE COMFORT

Buildings in the development will create areas of shade and sun. We will leverage the BIM models and climate data 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



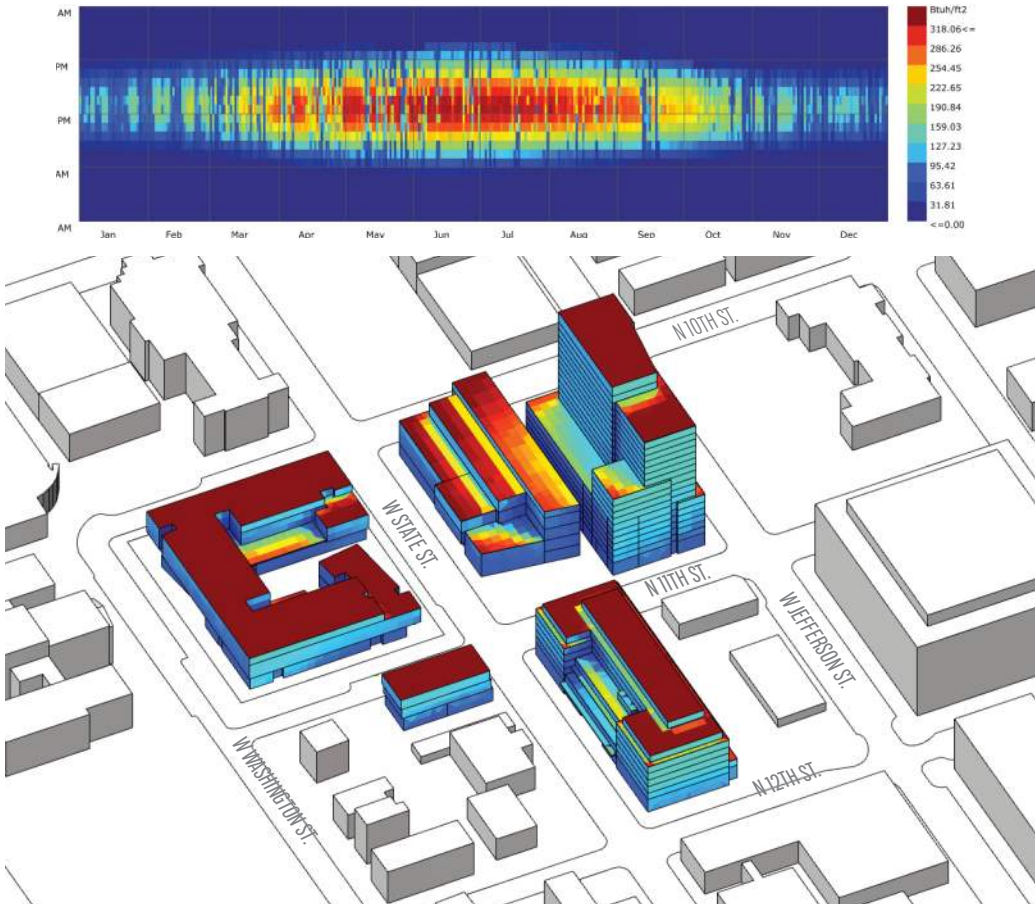
SUMMER SUNLIGHT



SOLAR INCOME

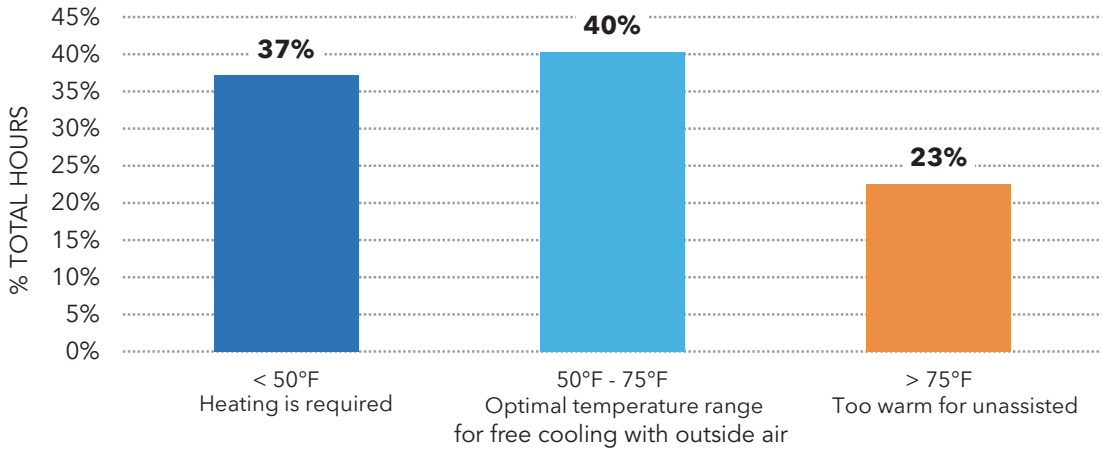
The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various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

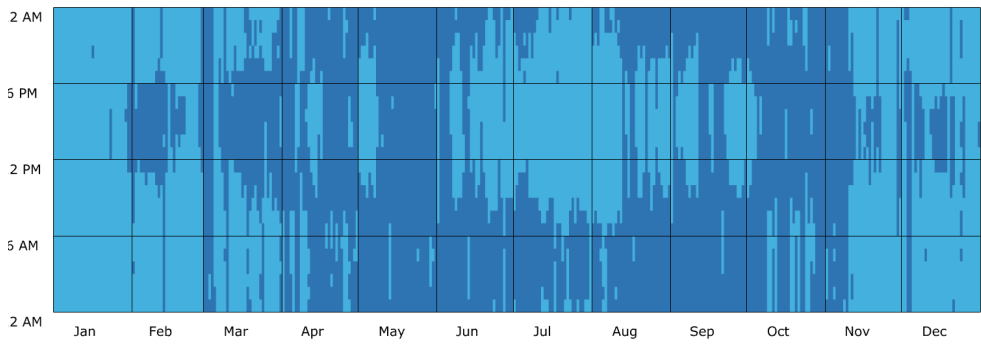


PASSIVE THERMAL STRATEGIES

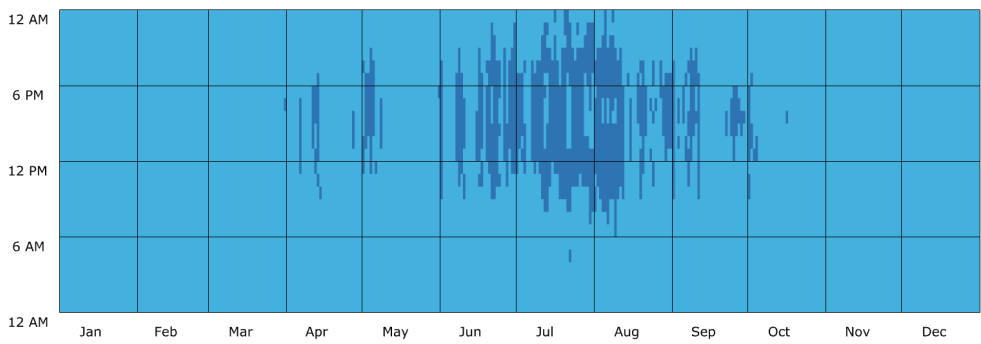
Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior environment, and hit the budget.

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 even geothermal heat exchangers and pumps may be smaller (and less expensive) because loads were reduced through smart passive strategies.

PASSIVE SOLAR HEATING

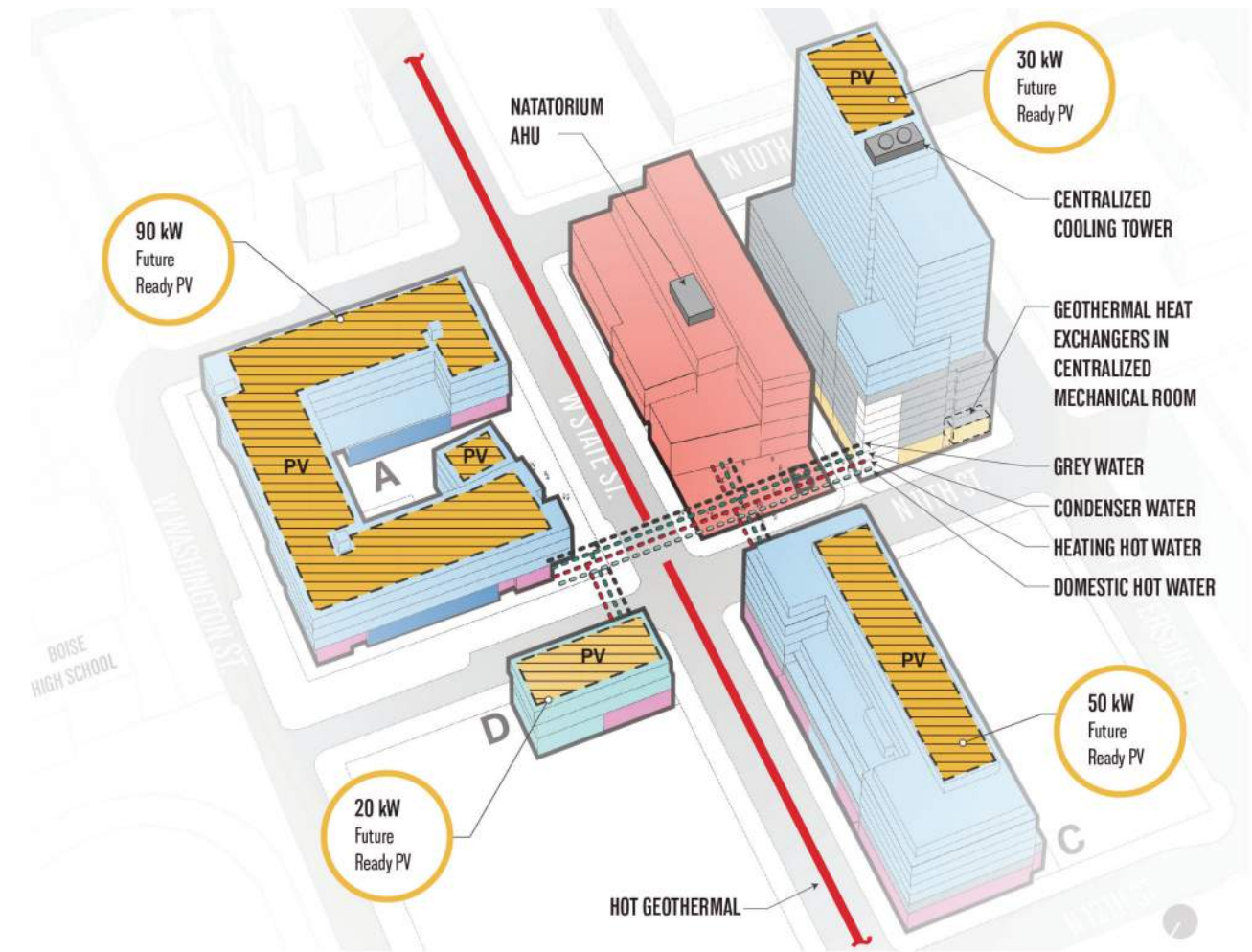


THERMAL MASS + NIGHT VENTING



VISIONARY SUSTAINABILITY OUTCOMES

ENERGY STRATEGIES



CENTRALIZED CAMPUS SYSTEMS

Centralizing the campus utilities could allow for more efficient 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 finally 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 sufficient 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 build-out.

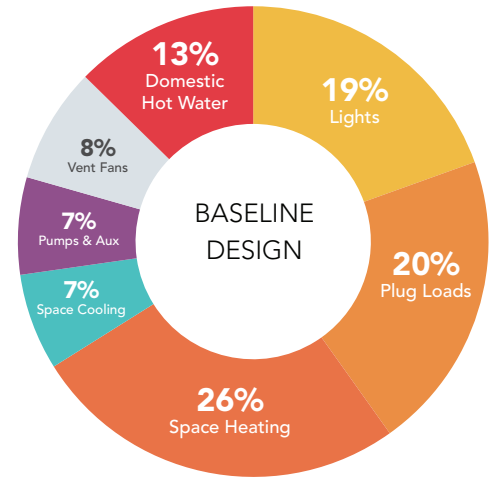
END USE ENERGY EFFICIENCY TARGETS

We will implement energy efficiency 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.

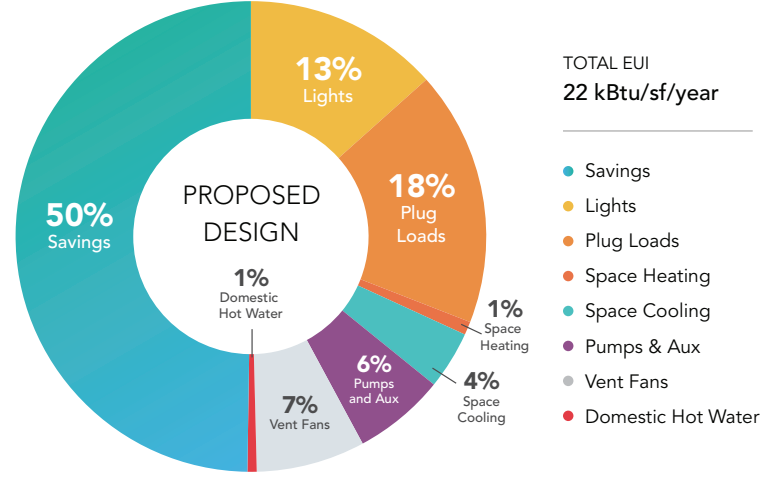
An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

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 fulfilled.

RESIDENTIAL BASELINE ENERGY USE



RESIDENTIAL PROPOSED ENERGY USE



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.

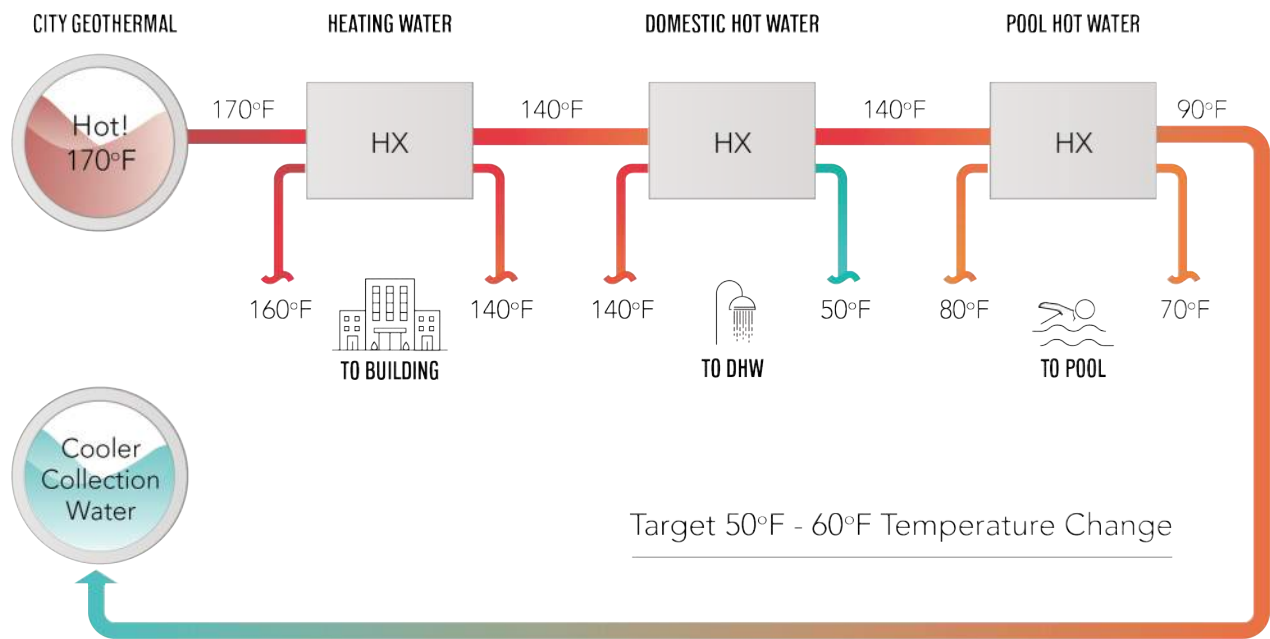
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

VISIONARY SUSTAINABILITY OUTCOMES

GEOTHERMAL & WATER STRATEGIES

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.

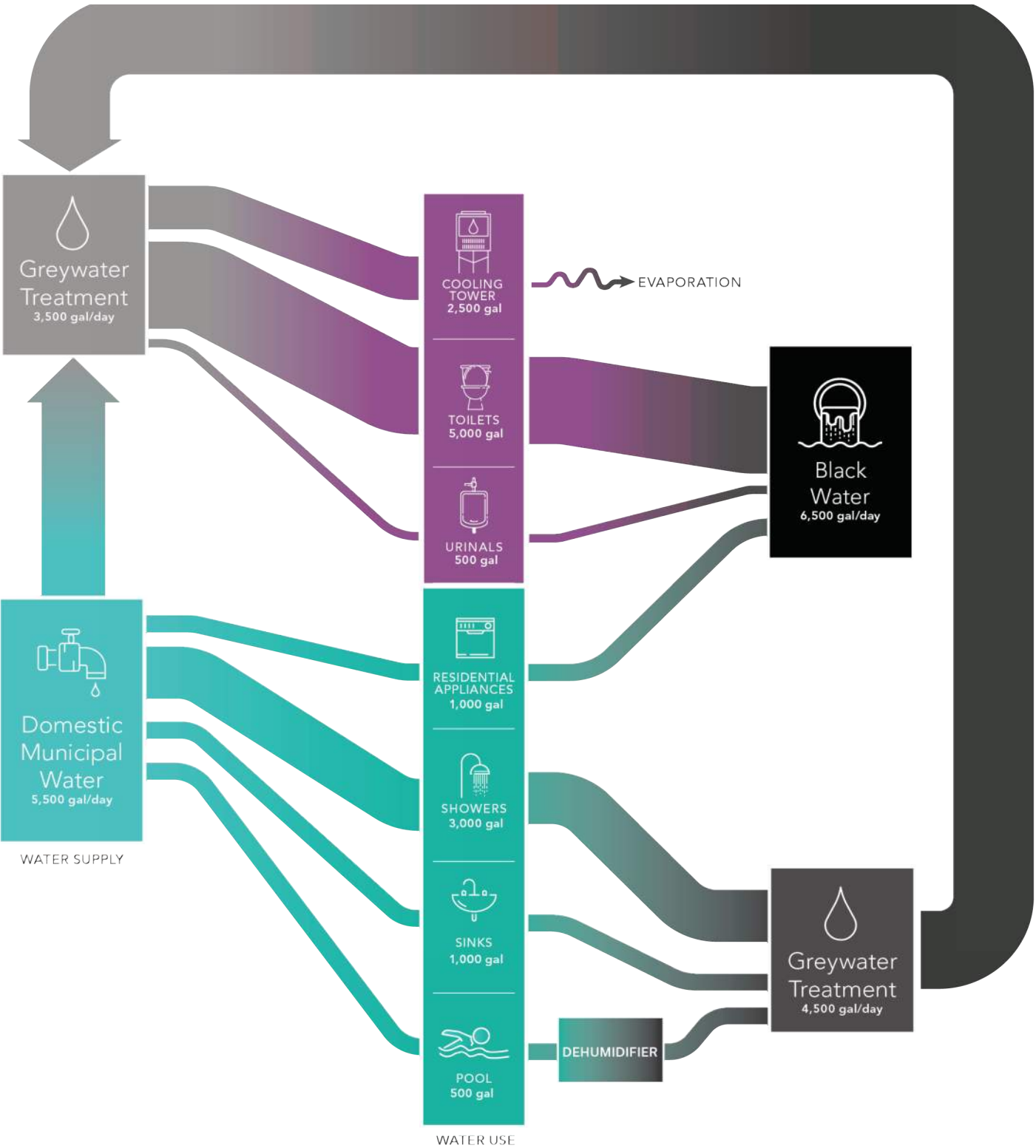


WATER USE

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.



Block 68 Catalytic Redevelopment Project

Panel Interview Questions

EDLEN & CO., DECHASE MIKSIS, ELTON COMPANIES, YMCA

Questions

1. *Please present the proposed participation with CCDC, including all available forms of financial assistance for streetscapes, parking, and land discounting, and your proposed timing of reimbursement.*

We have estimated the total CCDC participation based on recent public improvement projects completed in downtown Boise. The repayment of the costs associated with discounted land, public infrastructure, and Park BOI/Bike BOI facilities would be upon completion of each area of work.

At the close of financing, CCDC would receive 100% of the appraised land value. We anticipate a site write-down of 100% (based on the re-use appraisal) that would be paid at completion. We also anticipate CCDC will participate in the Mobility Hub for \$10 million. Finally, we anticipate that CCDC will reimburse the projects for eligible public improvements through the Type 2 Public Participation Program. We recognize that we will need to work with CCDC to address the timing issue for the Type 2 reimbursement. A breakdown of our proposed CCDC public participation for phase one by block is included below.

Block 69

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 2.535 million
o Public Infrastructure Improvements	\$ 1.635 million
Total CCDC Participation	\$ 4.170 million
• Private Participation	
Total Private Participation	\$ 58.034 million
Private to Public Investment Ratio: 13.92:1	(\$ 58.034 million : \$ 4.170 million)

Block 68 South

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 4.930 million
o Public Infrastructure Improvements	\$ 1.430 million
o Park BOI Parking and Mobility Structure	\$ 10.000 million
Total CCDC Participation	\$ 16.360 million
• Private Participation	
Total Private Participation	\$102.012 million
Private to Public Investment Ratio: 6.24:1	(\$102.012 million : \$16.360 million)

If CCDC funds were provided during construction or not required for the land transaction, the savings associated with a reduction to the project's cost of capital could provide additional parking or housing units.

2. *Elaborate on your proposal's overall parking plan. Explain how you foresee the public parking integrating into the project, which user groups will park in public parking, assumptions on parking rates for both public and private parking stalls, including whether private parking will be bundled or unbundled from residential or commercial lease agreements or YMCA membership agreements, and expectations about shared operations.*

Our proposal presents the opportunity to further leverage CCDC's desire for public parking. The number of CCDC stalls we proposed was limited by the dollar investment CCDC indicated in the RFP. However, we will be delivering approximately 724 stalls throughout the entire project, and we intend to fully embrace a mixed-use parking plan to take advantage of the synergistic parking needs of the private housing, the YMCA users, and CCDC's commercial users in order to maximize the parking utilization. Once selected by CCDC, it is our intent to bring on a parking consultant to work with CCDC, the YMCA, and neighboring property owners to conduct a parking study to best determine how to maximize the parking utilization.

However, it does not take a study to understand that each of the three user groups have different peak demand times. For instance, the YMCA's weekday peak demands are between 6 am and 8:30 am and between 4 pm and 6 pm. The typical peak demand time for commercial uses is between 9 am and 4 pm, opposite the YMCA. Peak housing demand is between 5 pm and 8 am, this is counter-cyclical to the peak commercial demand. We intend to take advantage of these counter-cyclical demand peaks to offer greater parking to all three uses by having all the built parking open to all three uses. This opportunity exists due to the mixed-uses included in the overall project, thus balancing the daily demand by user with the overall supply. In other words, not over-building a parking garage by looking at when each user needs parking.

We have successfully developed this type of shared parking in past projects such as the Brewery Blocks in Portland Oregon wherein each stall was achieving over 200% occupancy. This equates to 200% of revenue due to the counter-cyclical demands of commercial, retail, and housing peak demand times.

We would also like to explore parking income sharing opportunities among the three uses to ensure that all parties benefit from the parking revenues to the fullest. There are several ways we could structure this type of arrangement. At the Brewery Blocks, rather than segregating and carving up parking ownership and uses we created a successful model wherein parking costs and revenues are shared on a pro-rata basis so that all three interested ownerships benefit equally from the revenues generated across all approximately 1,300 stalls. Another option would be to create condominium units with separate ownership and agreements between the various owners for cross-access and use. In either scenario, the garages will be managed by a third-party parking management company. Finally, if CCDC desires to limit the use of the CCDC-funded spaces, while we do not believe this will maximize use nor revenue for the stalls, we are prepared to proceed in this fashion.

All parking will be unbundled from residential and commercial lease agreements. Our proforma assumes market rates for monthly parking for residents (\$150-\$165 per month). Public parking rates are assumed to be like other ParkBOI facilities with the first hour free.

3. Explain how you arrived at the proposed unit mix and AMI pricing structure. Elaborate on how your project will finance it and if/how CCDC assistance influences the level of proposed affordability.

The proposed unit mix and AMI mix are based on the requirements of the RFP, anticipated market demand for different unit types, and the need to achieve a rate of return sufficient to attract the equity required for the project. We developed a financial model that met the RFP requirements by unit type, size, quantity, and rent level to create a unit mix. The final unit mix is as follows:

Unit Type	AMI Level	No. Units	Unit Size	Rent/Mo	Rent/sf	% of Units
80% AMI Units						
Studio	80%	12	550 SF	\$ 1,054	\$ 1.92	5.5%
One Bedroom	80%	10	650 SF	\$ 1,130	\$ 1.74	4.5%
Two Bedroom	80%	3	850 SF	\$ 1,355	\$ 1.59	1.4%
Total and Average		25		\$ 1,180	\$ 1.75	11.4%
120% AMI Units						
Studio	120%	63	550 SF	\$ 1,581	\$ 2.88	28.6%
One Bedroom	120%	53	650 SF	\$ 1,694	\$ 2.61	24.1%
Two Bedroom	120%	14	850 SF	\$ 2,033	\$ 2.39	6.4%
Total and Average		130		\$ 1,770	\$ 2.62	59.1%
Market Rate Units						
Studio	Market	32	550 SF	\$ 1,694	\$ 3.08	14.5%
One Bedroom	Market	26	650 SF	\$ 1,879	\$ 2.89	11.8%
Two Bedroom	Market	7	850 SF	\$ 2,176	\$ 2.56	3.2%
Total and Average		65		\$ 1,916	\$ 2.84	29.5%

Block 68 South and Block 69 will both be financed by a combination of traditional debt and equity as well as the CCDC participation. The CCDC participation is critical to achieving the significant number of below-market units while still achieving the required market rate of return on invested equity.

4. What are the key elements in your proposal that contribute to the 11th Street Bikeway and Building a Better State Street initiative? How will the secure bike storage integrate into the project and what expectations do you have about its operation and availability to the public?

Our vision is to create a mixed-use/mixed-income neighborhood along State Street that includes high-quality design, materials, and place-making with an emphasis on the pedestrian and bike experience. We know from our past experience with multi-block developments that it's critical to have a cultural centerpiece for each project. That cultural component creates a vital link between residents and the surrounding community. Often, it's a grocery store, a park, or a performance venue. In this case, it's the YMCA. Synergies between the YMCA and the adjacent public plaza will provide a unique sense of arrival along State St. and create a landmark at the north end of the 11th Street bikeway. We envision a "ribbon of jewels" concept that connects the YMCA to the Boise High School through a variety of at-grade local gathering spaces. Each space is designed to encourage interaction between neighbors or simply provide a comfortable place to sit and enjoy a cup of coffee.

In addition to bike facilities located throughout the project, the BikeBOI is directly accessed from the 11th St. Bikeway. This connection will allow Boise residents and visitors to easily access downtown, the Boise River, Boise State University, as well as neighborhoods such as Hyde Park, and the foothills. They are convenient, highly visible, and amenitized to provide safety, security, and comfort for bikers.

5. *What are the largest risks/barriers that your project will have to overcome?*

The largest risk to any new construction project today is the broken supply chains that we are experiencing around the world. Resulting shortages are causing cost escalation in almost every aspect of construction. In building our team, we very purposely brought on the two largest and most sophisticated contractors in the Valley; a joint venture between Andersen Construction and McAlvain Companies. Not only are these two firms locally based and thus have the deepest relationships with the sub-trades, but together, they also represent the largest contracting team in the region, thereby commanding the greatest buying power in Boise. They both are also affiliated with larger groups of contractors in the Inter-Mountain and Pacific Northwest Regions that can provide additional labor, supplies, and robust buying power.

To enhance our team's ability to insulate the project from further price escalation, we would like to suggest shortening the time period to complete agreements with CCDC thereby enabling our team to commence architecture and engineering months sooner than originally scheduled. By accelerating the proposed ANE and DDA time periods included in the RFP, we will be able to commence procurement of materials and break ground that much sooner.

6. *The district sunsets in 2026. What assumptions in your development timeline are most critical?*

The most critical assumption we made in our development timeline is completing agreements with CCDC. We propose completing the DDA by the April 11, 2022, CCDC April Board Meeting. If we are successful at meeting this date, it will allow us to commence the design process sooner and to start construction on both Block 68 South and Block 69 North in the first half of 2023. This will provide sufficient time for both projects to be completed well in advance of the district sunset in 2026. The reimbursement for public improvements based on the standard Type 2 agreement would need to extend past 2026 or funds would need to be reimbursed prior to the sunset of the district. This can be included in the DDA if not within the Type 2 agreement.

7. *How did you arrive at your planned distribution of Affordable and Workforce units by type? Would it be possible for you to include more Affordable/Workforce two-bedroom units in the Block 69 North Building?*

In reference to how we arrived at a planned distribution of Affordable and Workforce units by type, please reference our response to question 3 above.

With respect to adding more Affordable/Workforce two-bedroom units in Block 69, we could accomplish this, but additional financial support would likely be needed, or other requirements of the RFP would need to be adjusted. Generally speaking, the rent per square foot for a two-bedroom unit is less than the rent per square foot for a one-bedroom unit; likewise, the rent per

square foot for a one-bedroom unit is less than the rent per square foot for a studio. As a result, the larger the unit the less income is provided per square foot and the more support is needed to meet the same financial requirements. That said, if selected our team is open and willing to work with CCDC on the final unit mix and affordability to best achieve CCDC's objectives.

8. *Why did you choose to place all the Affordable and Workforce units in Block 69 North and none in Block 68?*

Block 68 South is designed as a type I construction project. Due to the proposed building height which by code requires a more significant structure and sophisticated fire protection system, resulting in higher construction costs. Block 69 is designed as a type III construction project which has a more cost-effective structural and fire protection system. This is one of the multiple benefits of a multi-block mixed-use project that affords the opportunity to take advantage of efficiencies to maximize CCDC's public investment. If selected, we believe there is also an opportunity to consider Block 79 as the ultimate location for an increased number of affordable/workforce units.

Our team would also like to include units at or below 60% AMI as part of the overall affordability mix if we are able to secure an allocation of 9% low-income tax credits (LIHTCs) or the equivalent gap funding required to make a 4% LIHTC project possible. Additionally, we are actively exploring the use of tax-exempt bonds to build and 100% finance middle-income/workforce housing. This model has been developed and utilized in California through the work of the Orrick law firm who has long provided service to our firm on LIHTC and other bond-related financing projects. We expect to finalize this potential funding source before year-end and to date, it is looking very positive. We have had initial conversations with Idaho Housing and Finance Association who has indicated an interest in pursuing it. This is a tool that could potentially deliver greater middle-income housing throughout Idaho. We are happy to share this potential financing tool and discuss it in depth with CCDC as we believe it will allow us to build even more middle-income/workforce units in the contemplated project.

9. *Explain your parking costs per stall, and why you are proposing less than the minimum requested 200 public stalls. How will parking be shared or restricted between the various users?*

The project provides 514 stalls on block 68 South and Block 69 in the initial phase of the development, with an additional 210 stalls on Block 79 (the location of the current YMCA facility). It is our intent that all parking will be for a mix of uses and open to the public. This will allow maximum use of the parking throughout the day.

The total estimated cost for the parking structure on Block 68 South is approximately \$29.5 million, which equates to \$62,870 per stall. With an overall budget of \$10 million per the RFP, the total number of stalls that could be purchased is 158. If additional funds are available, it is possible to provide additional stalls, or if the design is changed to be more efficient, the cost per stall would be reduced allowing for more CCDC stalls. In addition, if the State property adjacent to the Block 68 South parcel can be included, this would also result in a more efficient design, resulting in a lower cost per stall and therefore more CCDC stalls.

The current Block 68 design allows for future modifications to allow for different uses besides parking. To do this the parking decks are designed to be level and require speed ramps between floors. This is a less efficient design but does provide for future re-design of each parking floor for a different use, including housing and/or commercial. Should CCDC not be interested in this concept we estimate that an additional 25 parking stalls could be generated for CCDC at little or no cost premium.

It is important to note the overall price for the parking includes a cost allocation for the land (please see cost breakdown below). If CCDC contributes the land toward the project prior to commencement of construction this would provide for an additional \$804,000 in savings or \$57,785 per stall. This would provide funds for an additional 15 stalls.

Mobility Hub Development Costs	Total	Per Stall	ParkBOI
Land / Acquisition	\$ 2,385,000.00	\$ 5,085.00	\$ 804,000.00
Hard Costs	\$ 21,993,000.00	\$ 46,893.00	\$ 7,409,000.00
Soft Costs	\$ 3,756,000.00	\$ 8,009.00	\$ 1,312,000.00
Contingency	\$ 1,352,000.00	\$ 2,883.00	\$ 455,000.00
Financing	\$ -	\$ -	\$ -
Total Cost	\$ 29,486,000.00	\$ 62,870.00	\$ 9,980,000.00

Together between a redesign to remove the speed ramps and providing the ground as a source of funds could provide for a total of 198 parking stalls. This does not include the efficiencies of including the State property next to Block 68 South which could provide additional parking.

It is important to note the hard cost are based on estimates provided by two regional general contractors, McAlvain Construction and Andersen Construction, which are based on recent cost information. The price is at today's cost plus a 5% escalation.

10. Your proposal includes an expansive development team. How will you all be working together? Elaborate on who will be working on the different buildings in the proposal.

Our intent is to bring to CCDC and the YMCA the best in class whether that be architects, engineers, contractors, or developers. We are big believers in empowerment and sharing of expertise with our local development community which is why we have included a select few firms such as GBD who are not local but who have a wealth of experience and knowledge with larger scale, highly sustainable, complex mixed-use projects. Over the years we have had tremendous success in bringing together a diverse, highly experienced, and perhaps most importantly collaborative team of experts. Examples include the Brewery Blocks and South Waterfront both in Portland Oregon which are nationally renowned projects for successful examples of mixed-use, transit-oriented, pedestrian and bike-friendly, highly sustainable urban projects.

Edlen & Co. and deChase Miksis already have an established joint venture and have worked together on a variety of projects over the past 15 years. The two firms, along with Elton Company, will work together as an integrated development team on the different buildings.

11. Please further explain the proposed land swap. What are your valuation assumptions? When do you foresee it occurring in the development timeline? Explain the proposed legal entity ownership structure and land transfer process.

Land valuations will be based upon third-party appraisals and transferred through a purchase and sale or other land transaction agreements between the parties. The land transaction(s) will be outlined in the DDA. CCDC's land on Block 68 North would be traded, through a purchase and sale agreement for the YMCA's half-block on Block 69. The Block 69 property would then be sold to a developer-controlled single-purpose entity for redevelopment into the proposed workforce housing. This transaction would occur just prior to the close of financing and the commencement of construction once all conditions of the DDA have been met. We propose to start construction on Block 69 in the first quarter of 2023.

The ownership of each private project will be a single-purpose limited liability company controlled by members of the development team. The ownership of Block 68 North where the new YMCA will be built will be owned by the YMCA. The developers, the YMCA, and CCDC will be parties to the DDA

Exhibit C
Schedule of Performance

Task	Block 68 S – Completion Date	Block 69 N – Completion Date	Section Reference
Effective Date	Date Agreement signed by both Parties (last date signed)	Date Agreement signed by both Parties (last date signed)	000/102
Negotiation Period	Commences on the Effective Date and shall terminate one hundred eighty (180) days thereafter Agency may extend the Negotiation Period an additional sixty (60) days without payment by Developer	Commences on the Effective Date and shall terminate one hundred eighty (180) days thereafter Agency may extend the Negotiation Period an additional sixty (60) days without payment by Developer	102
Deposit	Within fifteen (15) days of the Effective Date	Within fifteen (15) days of the Effective Date	103
LIHTC		Developer to provide Agency on or before 3/30/22, with timeline and process to obtain LIHTC, identification of specific LIHTC program, and if LIHTC's are not received the impact on the proposed unit affordability mix and monitoring	802.02
Community Outreach	Agency talking points due to Atlas/Developer on 4/1/22	Agency talking points due to Atlas/Developer on 4/1/22	801.06
Preliminary Parking Data	Due to Agency by 4/15/22 with an update due at time of Revised Design on 7/31/22		803.03
Appraisal	Agency Parcel: 1010 W. Jefferson- appraisal update – to be completed by 5/31/22	Agency Parcel: 421 N. 10 th – appraisal update – to be completed by 5/31/22 YMCA Parcels – appraisals to be completed by 5/31/22	206
Initial Purchase Price	Will be determined on the later of (i) before May 31, 2022; or (ii) thirty (30) days after receipt of all the appraisals described in Section 206.	Will be determined on the later of (i) before May 31, 2022; or (ii) thirty (30) days after receipt of all the appraisals described in Section 206.	300
Control of State Parcel	Developer will have until June 30, 2022, to negotiate and enter into a binding obligation to acquire the		803.01

	State Parcel. Agency may extend the time to acquire the State Parcel by thirty (30) days if certain conditions are met.		
Land Exchange		Developer to submit to Agency refined Land Exchange scenarios by 6/30/22	802.01
Revised Design	Developer to provide Revised Design for the Mixed-Use Housing & Mobility Hub Project on or before 7/31/22		803.02
11 th Street Bikeway Project Designs	Agency to provide to Developer during the Negotiation Period	Agency to provide to Developer during the Negotiation Period	801.05
Termination Date/Deadline for Developer to execute a mutually approved DDA	One hundred eighty (180) days after the Effective Date.	One hundred eighty (180) days after the Effective Date.	102



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AGENDA BILL

Agenda Subject: CW Moore Park Improvements – Partnership with Boise Parks – Type 4 Capital Improvement Contribution Agreement with City of Boise		Date: March 14, 2022
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Exhibit A – Site Plan Concept 2) Exhibit B – Estimate of Probable Cost	
Action Requested: Review CW Moore Park Improvements – Partnership with Boise Parks as a project eligible to utilize the Type 4 Capital Improvement Contribution Agreement and direct staff to continue negotiating a final agreement with City of Boise for future Board Approval.		

Background:

CW Moore Park is located at 5th and Grove Streets in downtown Boise. This park has served the residents of downtown and the city for approximately 90 years. The parcel was originally deeded to the City for a children's park and playground that was constructed in the 1930's. After different uses moved into and out of the park, the park was dedicated again in 1983, in its current form. It is home to several historic artifacts that resulted from the urban renewal movement in the 1970's. The Park is also home to the old Grove Street Ditch (now the Boise City Canal) that runs along the south side of the park and has an operating waterwheel providing water to a small rivulet symbolizing Boise's early canal system.

After decades of use, the park needs safety and accessibility improvements. The scope of work for the improvements includes resurfacing the hardscape to reduce tripping hazards, replacing furnishings, installing a children's play feature as originally contemplated in the donation agreement and other site improvements. Parks and Recreation anticipates a construction schedule for the improvements from April through June 2023. The improvements are in line with the existing Master Plan for CW Moore Park and will greatly enhance community recreational options.

The City of Boise Parks and Recreation Department is requesting funding assistance from the Agency for the needed improvements. CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the City for the repairs.

The Type 4 Capital Improvement Contribution Agreement (“Agreement”) sets forth the Agency’s commitment to reimburse Boise City Parks and Recreation the actual cost—not to exceed \$350,000—for park improvements.

Fiscal Notes:

Funding for the reimbursement will be included in the Agency’s original FY23 budget to be approved in August 2022, with funds anticipated to be expended in FY23. This funding will augment contributions by Parks and Recreation which will be identified as the design for the improvements is finalized.

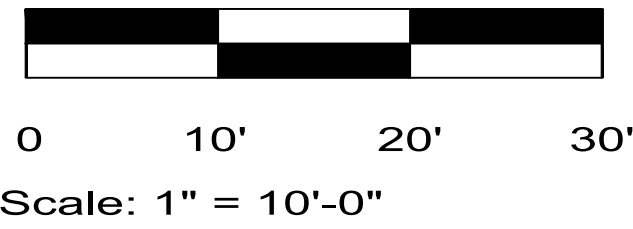
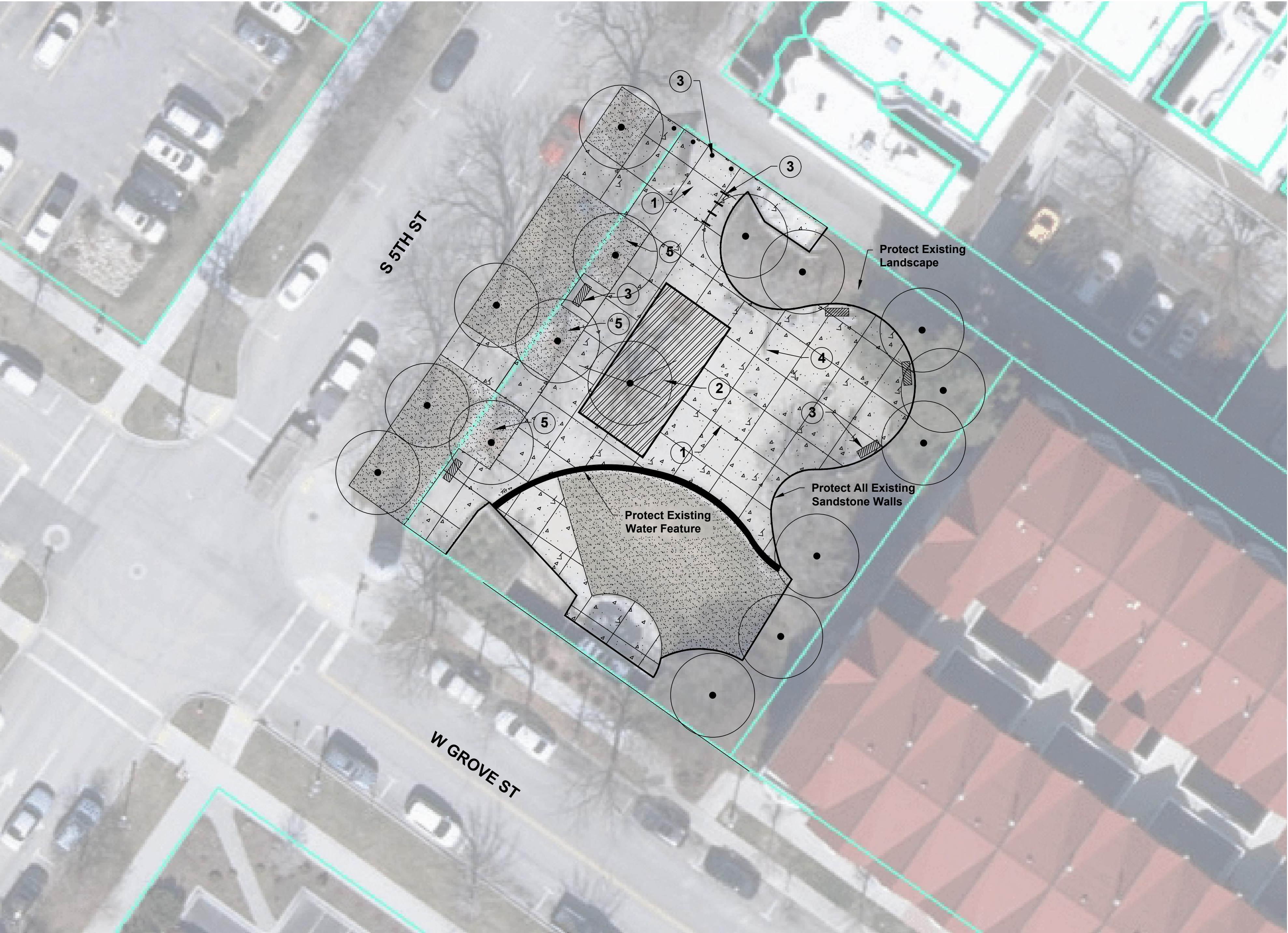
Staff Recommendation:

Approve and authorize staff to execute the Type 4 Capital Improvement Contribution Agreement for the CW Moore Park Improvements.

Suggested Motion:

I move to direct staff to negotiate a final Type 4 Capital Improvement Contribution Agreement with City of Boise for CW Moore Park Improvements – Partnership with Boise Parks

CW MOORE PARK CONCEPT

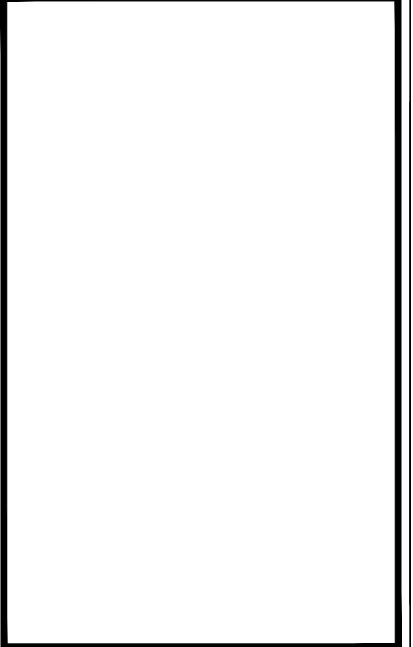


- NOTES:** #
- 1 REPLACE CONCRETE HARDSCAPE.
 - 2 "BOI" PLAYGROUND.
 - 3 NEW BENCHES, TRASH RECEPTACLES, BIKE RACKS AND BOLLARDS (TYP ALL).
 - 4 EVALUATE APPROPRIATENESS OF HISTORIC FEATURES (TYP ALL).
 - 5 ENLARGE TREE PLANTER BED.

LEGEND	
Symbol	
	Playground Location
	New Concrete Hardscape
	Existing Grass
	Existing Tree to be removed. All other trees to be protected.
	Existing Tree to be protected.

EXHIBIT A

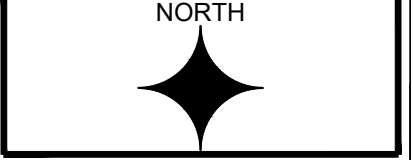
Date	Revised
-	-



CW MOORE
PARK RENOVATION
150 S 5TH ST

CONCEPT
PLAN

Surveyed By:	Checked By:
Drawn By: KTB	Date: 12/28/2021
Scale: NTS	Job No.



Sheet Number
CS

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Tax</u>	<u>W/tax U.P.</u>	<u>Price</u>
Design/Permitting						
Consultant Services/Permitting	L.S.	1	\$ 35,000.00	no	\$ 35,000.00	\$ 35,000.00
Testing Services	L.S.	1	\$ 5,000.00	no	\$ 5,000.00	\$ 5,000.00
Surveying	L.S.	1	\$ 5,000.00	no	\$ 5,000.00	\$ 5,000.00
Demo/Clearing						
Clear and Grub	S.F.	5224	1	no	\$ 1.00	\$ 5,224.00
Mobilization	L.S.	1	10000	no	\$ 10,000.00	\$ 10,000.00
Erosion/Sediment Control	L.S.	1	5000	no	\$ 5,000.00	\$ 5,000.00
Tree Removal	L.S.	1	1500	no	\$ 1,500.00	\$ 1,500.00
Construction						
BOI Tree Fort	L.S.	1	\$ 300,000.00	no	\$ 300,000.00	\$ 300,000.00
Site Amenities						
Bench (6')	Ea	6	\$ 2,500.00	no	\$ 2,500.00	\$ 15,000.00
Bike Rake	Ea	6	\$ 1,500.00	no	\$ 1,500.00	\$ 9,000.00
Bollards	Ea	4	\$ 2,000.00	no	\$ 2,000.00	\$ 8,000.00
Signs (Interpretive)	Ea	1	\$ 4,000.00	no	\$ 4,000.00	\$ 4,000.00
Trash Receptacles	Ea	4	\$ 1,500.00	no	\$ 1,500.00	\$ 6,000.00
Hardscape						
Aggregate Base (4"0	S.F.	5224	\$ 0.50	no	\$ 0.50	\$ 2,612.00
Concrete	S.F.	5224	\$ 11.00	no	\$ 11.00	\$ 57,464.00
Sub Total						\$ 468,800.00
Project Contingency	L.S.	10%				\$ 46,880.00
Total						\$ 515,680.00



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AGENDA BILL

Agenda Subject: Awarding Contract – ParkBOI Handrail and Guardrail -Rebid Project		Date: March 14, 2022
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution No. 1753 B. Bid Results C. Bid Received from Cascade Enterprises, Inc.	
Action Requested: Adopt Resolution No. 1753 awarding the contract for the ParkBOI Handrail and Guardrail - Rebid Project to Cascade Enterprises, Inc.		

Background:

Since FY2009, the Agency has been making major reinvestments to extend the longevity and enhance the appearance of the parking garages in the ParkBOI system. In June 2019, Hutchinson Smith Architects conducted a building code analysis of the ParkBOI garages to assess compliance with life safety and accessibility requirements. The analysis determined that upgrades to the handrails and cable guardrails in four ParkBOI garages (9th & Main, Capitol & Main, Capitol & Myrtle, and 10th & Front) were necessary to bring them into compliance with the respective codes.

The ParkBOI Handrail and Guardrail Project (“Project”) scope of work consists of removal of the old railings, fabrication, painting and installation of new handrails, as well as installation of mesh expanded metal to cover spacing on the cable guards. Agency on-call architectural firm Hummel Architects provided the design, bid specifications, and construction plans, and will continue with construction administration services through project completion.

Upon Board approval, Project construction is anticipated to commence in the next several months, contingent upon availability of materials. Work is contracted to be substantially complete 100 days from commencement of construction.

Disruptions to ParkBOI customers are expected to be minimal. The project manual clearly outlines the work restriction requirements and communication guidelines the contractor must follow for the duration of the project.

Procurement Process:

The Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction. Initial project costs were estimated at under \$200,000 so the Agency conducted an informal bidding process in accordance with Idaho Code § 67-2805(1). The informal bids received on February 2 all exceeded the \$200,000 statutory threshold. The Agency Board formally rejected the bids at its February 14 Board meeting.

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. In accordance with Idaho Code § 67-2805(2)(a) the Agency advertised an Invitation to Bid for the Project in the *Idaho Statesman* on February 15 and February 22, 2022. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to six (6) separate public works contractors.

Two (2) bids were received by the March 3 deadline:

Company	Total Bid Amount
Cascade Enterprises, Inc.	\$397,000
Guho Corp.	\$421,319

The electronically-received bids met all of the required statutory and administrative criteria for submission, and Agency staff confirmed that the two (2) bidders have the appropriate and valid public works contractors' licenses.

Cascade Enterprises, Inc. submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2022 budget includes sufficient funding for this project.

Staff Recommendation:

The Board adopt Resolution No. 1753 recognizing Cascade Enterprises, Inc. as the lowest responsive bidder for the Project and awarding the ParkBOI Handrail and Guardrail -Rebid Project to Cascade Enterprises, Inc. for a Total Bid amount of \$397,000.

Suggested Motion:

I move to adopt Resolution No. 1753 recognizing Cascade Enterprises, Inc. as the lowest responsive bidder; awarding the ParkBOI Handrail and Guardrail -Rebid Project contract to Cascade Enterprises, Inc. for the total Bid amount of \$397,000; authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1753

RESOLUTION NO. 1753

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, FINDING CASCADE ENTERPRISES, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKBOI HANDRAILS AND GUARDRAILS PROJECT-REBID; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH CASCADE ENTERPRISES, INC. FOR THE PARKBOI HANDRAILS AND GUARDRAILS PROJECT-REBID; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS, INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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, a 2019 building code analysis of the Agency's ParkBOI garages found that upgrades to the handrails and guardrails in four (4) ParkBOI garages were necessary to bring them into compliance with life safety and accessibility code requirements (the "Project"); and,

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction; and,

WHEREAS, initial Project costs were estimated at under \$200,000, allowing the Agency to conduct an informal bidding process in accordance with Idaho Code § 67-2805(1); and,

WHEREAS, after informal bids were received on February 2, 2022 which exceeded the \$200,000 statutory threshold, the Agency Board on February 14, 2022 formally rejected the bids; and,

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency rebid the Project in accordance with the formal bidding procedures required by Idaho Code § 67-2805(2)(a); and,

WHEREAS, the Agency issued an Invitation to Bid for its ParkBOI Handrails and Guardrails Project-Rebid on February 15, 2022, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 15 and February 22, 2022; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on March 3, 2022; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, Cascade Enterprises, Inc. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Cascade Enterprises, Inc. the lowest responsive bidder.

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

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

Section 2: That the Board hereby finds that Cascade Enterprises, Inc. was the qualified bidder submitting the lowest responsive bid for the ParkBOI Handrails and Guardrails Project - Rebid.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction contract with CASCADE ENTERPRISES, INC. for the total bid amount of THREE HUNDRED NINETY-SEVEN THOUSAND AND 00/100 DOLLARS(\$397,000), consistent with the Board's stated instructions at the March 14, 2022, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the March 14, 2022, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid amount for construction contingencies if determined necessary in his best judgment.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 14, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 14, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney-Keith, Vice Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
BID RESULTS



ParkBOI Handrail Guardrail Replacement Project - Rebid
BIDS DUE: MARCH 3, 2022 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
Cascade Enterprises, Inc.	003516-U-1-3-4	Yes	Yes	Yes	\$397,000.00
Guho Corp	PWC-C-12569-U-1-2-3-5	Yes	Yes	Yes	\$421,319.00

**ATTACHMENT C
BID SUBMITTED BY
CASCADE ENTERPRISES, INC.**

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: PARKBOI HANDRAILS AND GUARDRAILS REPLACEMENT PROJECT - REBID

THIS BID IS SUBMITTED TO:

Capital City Development Corporation

Attn: **PARKBOI HANDRAILS AND GUARDRAILS REPLACEMENT PROJECT - REBID**

Via email: bids@ccdcb Boise.com

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
N/A	

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.7 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.8 The following documents are attached to and made a condition of this Bid: 1.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.9 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
 - d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
 - e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

**Failure to name subcontractors as required by Idaho Code
shall render any bid submitted unresponsive and void.**

Plumbing	Cascade Enterprises, INC.
Address:	8067 W. Mossy Cup St., Boise ID 83709
Public Works License No.	003516-U-1-3-4
Idaho Plumbing Contractors License No.	C-12658
Heating & Air Conditioning	Cascade Enterprises, INC.
Address:	8067 W. Mossy Cup St., Boise, ID 83709
Public Works License No.	003516-U-1-3-4
Idaho HVAC Contractors License No.	C-5181
Electrical	AME Electric, Inc.
Address:	3621 Arthur St., Caldwell, ID 83605
Public Works License No.	11544-U-4
Idaho Electrical Contractors License No.	C-2854

BID - OFFER

Bidder agrees to perform all the work described in the Contract Documents, Drawings and Specifications for the total lump sum bid of:

three hundred and ninety seven thousand ⁹/₁₀
(\$ 397,000.00) Dollars, lawful money of the United States.

[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on March 3rd, 2022.

X

SIGNATURE

Joseph Hendricks President

Print Name and Title

Cascade Enterprises

Contractor / Company

8067 W. Mossy Cup St.

Address

Boise, ID 83709

City, State, Zip

003516-U-1-3-4

Idaho Public Works Contractor License No.

10/31/2022

License Expiration Date

33-1148555

Federal Tax ID #

bidding@cascade-enterprises.com

E-mail Address

208-343-4009

Phone No.

208-343-4838

Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes Form?
Contractor's Affidavit Concerning Taxes is **REQUIRED**.

**IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED
NON-RESPONSIVE.**

END OF SECTION 00 41 13

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID

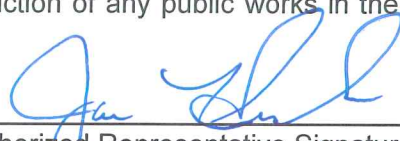
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

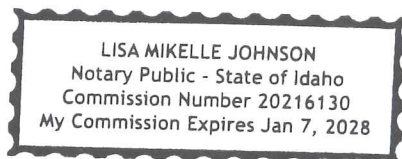
COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Cascade Enterprises
Contractor / Company
8067 W. Mossy Cup St.
Address
Boise, ID 83709
City, State, Zip

X 
Authorized Representative Signature
Joseph Hendricks President
Print Name and Title

Subscribed and sworn to before me this 3rd day of March, 2022.



Lisa M Johnson
Notary Public
Residing at: City of Boise, County of Ada, State of Idaho
Commission Expires: JAN 7th 2028

END OF SECTION 00 45 46

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

003516 - UNLIMITED - 1-3-4
License Number

08/20/2009

Original License Issued


Categories: 02240, 02310, 02500, 02810, 02820, 05090, 05100, 05700, 11001, 15100, 15400, 15510, 15600, 15700, 02220, 11200

This is to certify that

CASCADE ENTERPRISES, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 10/31/2022


Licensee Signature


Ron Whitney, Administrator



CASCADE ENTERPRISES INC AUTHORIZED SIGNATORY EVIDENCE FOR

NAME OF PARTICIPANT: CASCADE ENTERPRISES, INC

EFFECTIVE AS FROM: 12/29/2010

Name of Authorized Signatory: Joseph Hendricks

(Sign here: )

[I/We] hereby certify:

- (i) that the signatures contained on this form are authentic and are true copies of those named;
- (ii) that any of the persons listed above acting singly are duly authorized to sign any and all documentation (as required) for and on behalf of Cascade Enterprises, Inc., and that the persons listed above have full authority to bind the Participant in accordance with the Participant's internal corporate governance or board approvals;
- (iii) that [I/we] are authorized signatories on behalf of the Participant and have the relevant authority (delegated or otherwise) to complete this form for and on behalf of the Participant.

Joseph E. Hendricks

President, Cascade Enterprises, Inc.

Signature:  Date: 11/13/19

Sandi Temple

Secretary, Cascade Enterprises, Inc.

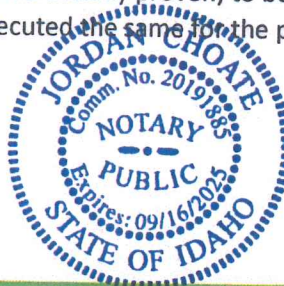
Signature:  Date: 11/13/19

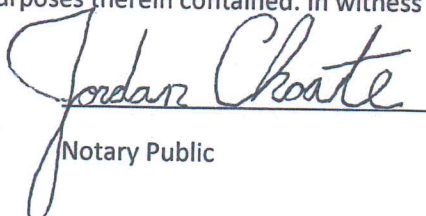
State of Idaho)

)SS:

County of Ada)

On this, the 13th day of November, 2019, before me a notary public, the undersigned officer, personally appeared Joseph Hendricks, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



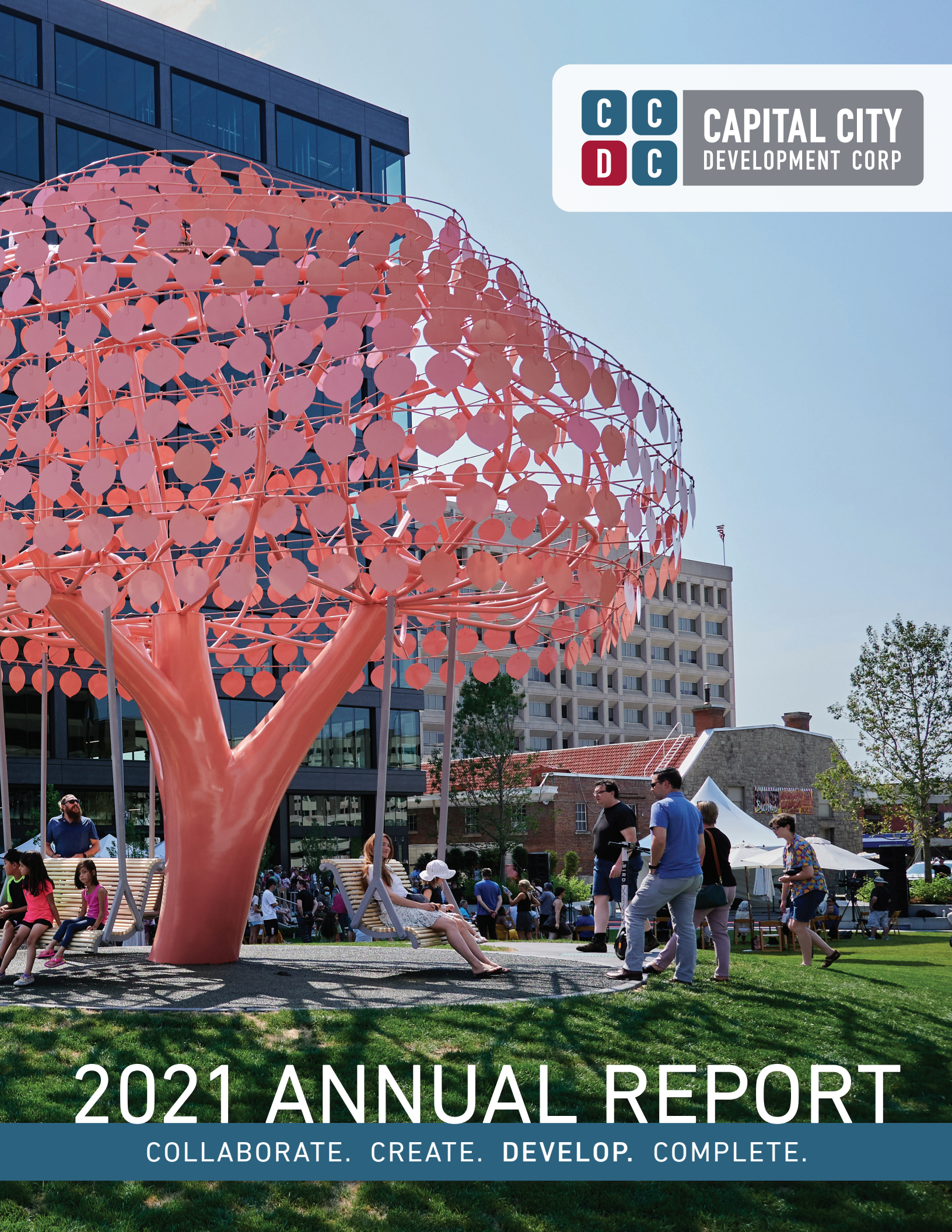

Notary Public



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CAPITAL CITY
DEVELOPMENT CORP



2021 ANNUAL REPORT

COLLABORATE. CREATE. DEVELOP. COMPLETE.

- 
- 02** BOARD OF COMMISSIONERS
03 ABOUT CCDC – WHO WE ARE
04 CCDC DISTRICT MAPS
05 AGENCY OWNED PROPERTY
07 2021 FINANCIAL STATEMENTS
09 FINANCIAL HIGHLIGHTS



BOARD OF COMMISSIONERS



Dana Zuckerman
BOARD CHAIR



Lauren McLean
SECRETARY - TREASURER



Dave Bieter
COMMISSIONER



Gordon Jones
COMMISSIONER



Latonia Haney Keith
COMMISSIONER



Danielle Hurd
COMMISSIONER

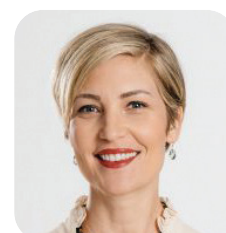


John Stevens
COMMISSIONER

..... PAST COMMISSIONERS OF 2021



Maryanne Jordan
COMMISSIONER



Kate Nelson
COMMISSIONER



Ryan Woodings
VICE CHAIR

ABOUT CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its six redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION

Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

AGENCY MANAGEMENT

JOHN BRUNELLE *Executive Director*

DOUG WOODRUFF *Development Director*

JOEY CHEN *Finance and Administration Director*

MARY WATSON *General Counsel*

MATT EDMOND *Parking and Mobility Director*

Thank you to the Directors who retired in 2021 after many years of service to the Agency:

TODD BUNDERSON *Development Director*

ROSS BORDEN *Finance and Administration Director*

MAX CLARK *Parking and Mobility Director*

WHAT CCDC CREATES

Urban renewal districts and projects are multi-layered and require a dedicated team with a consistent vision to execute the plan over multiple years or even decades. CCDC projects incorporate a mixture of five key strategies to help achieve an area's vision.

FIVE KEY STRATEGIES

ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.

INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.

MOBILITY

Expand mobility choices that include parking and multiple modes to enable universally accessible urban districts.

PLACE MAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

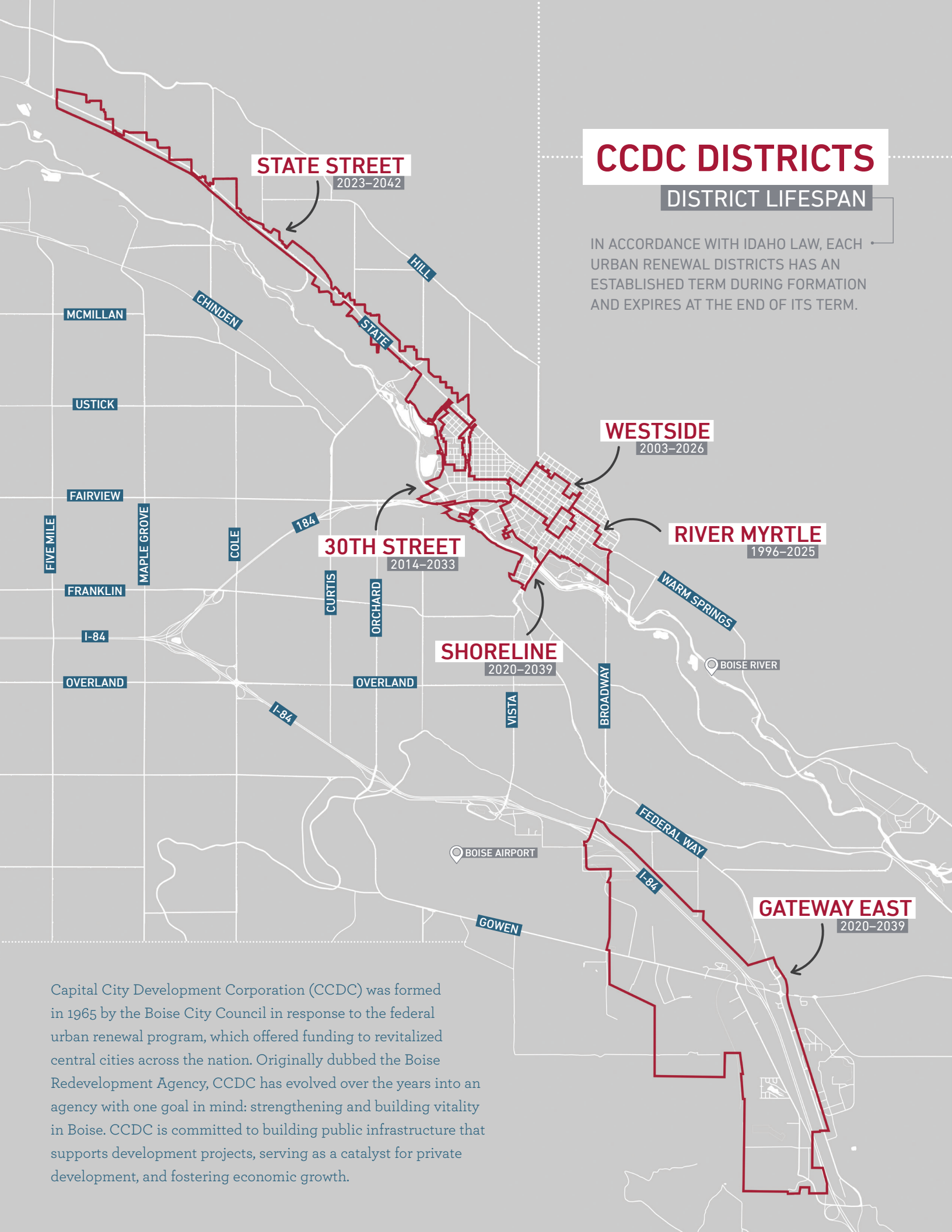
SPECIAL PROJECTS

Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

CCDC DISTRICTS

DISTRICT LIFESPAN

IN ACCORDANCE WITH IDAHO LAW, EACH URBAN RENEWAL DISTRICTS HAS AN ESTABLISHED TERM DURING FORMATION AND EXPIRES AT THE END OF ITS TERM.



STATE STREET

2023-2042

WESTSIDE

2003-2026

30TH STREET

2014-2033

RIVER MYRTLE

1996-2025

SHORELINE

2020-2039

GATEWAY EAST

2020-2039

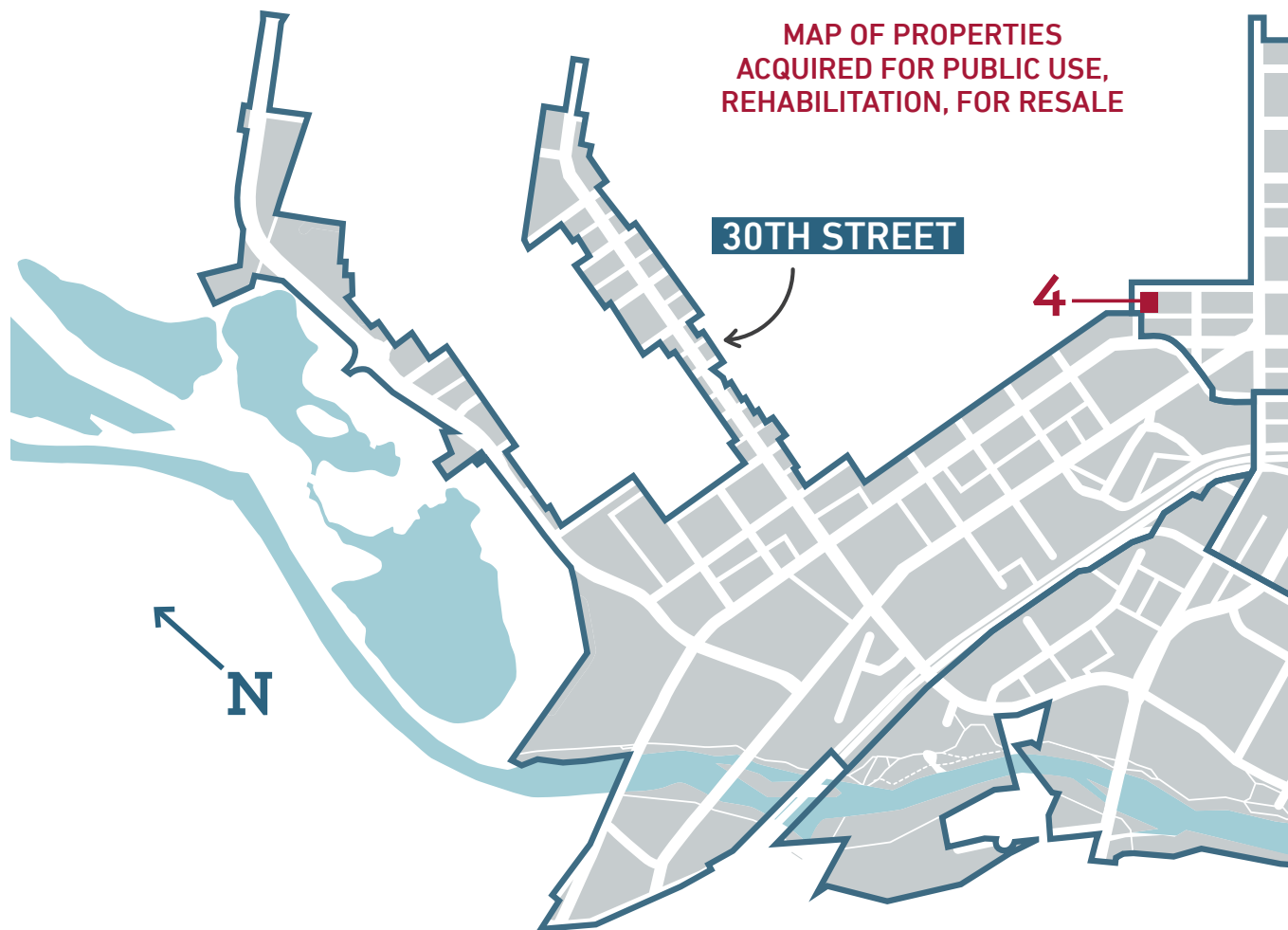
Capital City Development Corporation (CCDC) was formed in 1965 by the Boise City Council in response to the federal urban renewal program, which offered funding to revitalized central cities across the nation. Originally dubbed the Boise Redevelopment Agency, CCDC has evolved over the years into an agency with one goal in mind: strengthening and building vitality in Boise. CCDC is committed to building public infrastructure that supports development projects, serving as a catalyst for private development, and fostering economic growth.

AGENCY OWNED PROPERTY

CCDC obtains strategic properties with redevelopment potential. Generally, the Agency will issue a Request for Qualifications/Proposals (RFQ/P) to the public with specific information about redevelopment objectives for the property and how the private sector can participate in the project. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

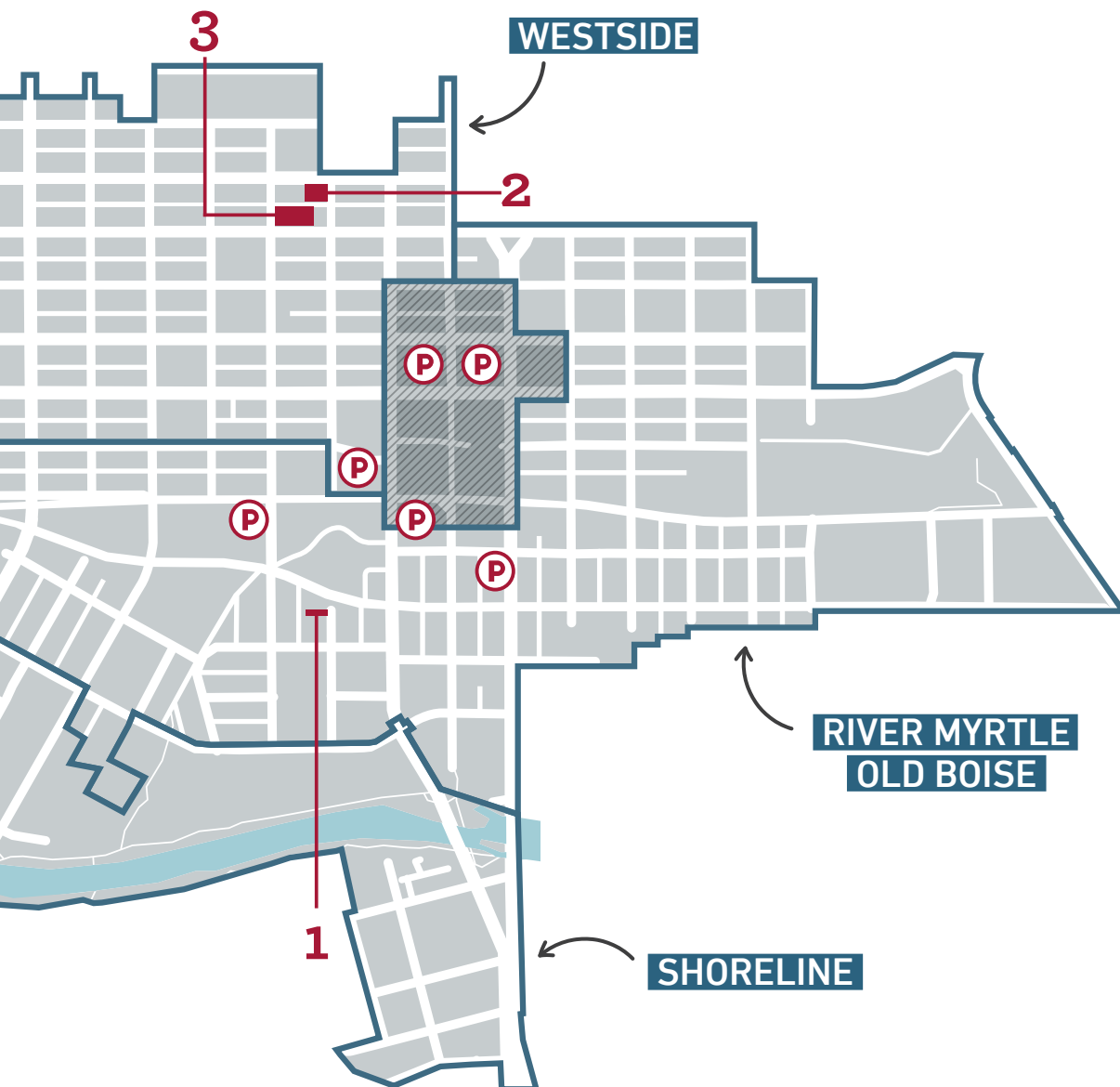
PROPERTIES ACQUIRED FOR PUBLIC USE

ParkBOI PUBLIC PARKING GARAGES: In 2021, CCDC owned seven parking garages and sold one of its garages, Capitol & Front in April. The Agency owns the following six parking garages: 8th & Main, Capitol & Main, 9th & Front, 10th & Front, Capitol & Myrtle, and 11th & Front, which is a public-private partnership.



PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

- 1. 429 S. 10TH (0.08 ACRES)** This land was acquired in 2001 to help assemble property for a private development in the River Street Neighborhood. With ownership changes on the block, the completion of the new Simplot HQ/JUMP project, and construction underway on the Pioneer Crossing project, CCDC is working with area property owners to identify the best strategy for disposition.
- 2. 421 N 10TH STREET (.39 ACRES)** Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes a commercial building and a parking lot.
- 3. 1010 W JEFFERSON (.65 ACRES)** Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes an office building and a parking lot.
- 4. 1715 W Idaho Street (0.401 acres)** This parcel was acquired in 2020 to strengthen the Westside Urban Renewal District and encourage infill housing downtown. The property was mostly unimproved and vacant. Construction started on a new multifamily redevelopment project at the end of 2021.



2021 FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

AS OF SEPTEMBER 30, 2021 AND 2020

	2020	2021	Percentage Change 2020-2021
Current & Other Assets	\$71,393,640	\$83,918,874	17.5%
Capital Assets	24,465,970	22,238,388	(9.1%)
Total Assets	95,859,610	106,157,261	10.7%
Deferred Outflows of Resources	308,161	566,373	83.8%
Long-term Debt Outstanding	16,367,123	11,715,000	(28.4%)
Other Liabilities	1,433,898	1,787,951	24.7%
Total Liabilities	17,801,021	13,502,951	(24.1%)
Deferred Inflows of Resources	15,640,581	20,336,422	30.0%
Net Position			
Net Investment in Capital Assets	21,505,532	19,982,335	(7.1%)
Restricted	40,483,630	51,918,730	28.2%
Unrestricted	737,007	983,208	33.4%
Total Net Position	\$62,726,169	\$72,884,273	16.2%

Twenty-seven percent of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other, net of long term liabilities) with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

REVENUES: *Charges for Services include lease revenues from the Ada County Courthouse Corridor Project and from properties held for redevelopment in Westside District, and from leasing activities in parking fund. Operating Grants and Contributions include various reimbursements from construction projects. Parking includes proceeds generated from operating the public parking garages. General Revenues include earnings on investments, unrealized gain on investments and gain on sale of assets. Overall, total Agency revenues increased \$3,661,328 compared with the prior year. Tax increment revenues increased \$1,158,402 compared to fiscal year 2020, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues gradually recovered from the pandemic with an increase of \$88,989. One of the Agency owned and operated garages, Capitol & Front garage was sold on June 30, 2021. A total gain of \$851,923 was recorded from this sale.*

EXPENSES: *Community Development includes the general expenses of the Agency related to fulfilling its mission. Interest on Long-Term Debt includes the interest portion of payments related to long-term financing arrangements. Parking Facilities includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2021 increased \$1,734,606. The change was primarily due to the increase in community development projects.*

2021 FINANCIAL STATEMENTS

STATEMENT OF ACTIVITIES

FOR YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2020	2021	Percentage Change 2020-2021
Revenues			
Program Revenues			
Charges for Services	\$733,400	\$591,597	(19.3%)
Operating Grants & Contributions	614,549	2,563,586	317.1%
Parking	6,064,412	6,153,401	1.5%
Total Program Revenue	7,412,361	9,308,584	25.58%
General Revenue			
Property Tax Increment	16,560,513	17,718,915	7.0%
Unrestricted Investment			
Earnings	306,209	57,079	(81.4%)
Unrealized gain on investments		3,910	100%
Gain (Loss) on sale of capital assets		851,923	100%
Total Revenues	24,279,083	27,940,411	15.08%
Expenses			
Program Expenses			
Community Development	11,647,826	13,461,104	15.6%
Interest on Long-Term Debt	614,031	497,624	(19.0%)
Parking Facilities	3,785,844	3,823,579	1.0%
Total Program Expenses	16,047,701	17,782,307	10.8%
Increase in Net Position	8,231,382	10,158,104	23.4%
Net Position - Beginning	54,494,787	62,726,169	15.1%
Net Position - Ending	\$62,726,169	\$72,884,273	16.2%

The Statement of Activities provides a summary of the Agency's operation for the fiscal year ended September 30, 2021. Prior year data is presented for comparison purposes.



FINANCIAL HIGHLIGHTS

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2021 by \$72,884,273. Of this total, \$19,982,334 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$62,915,231, of which \$61,932,023 is nonspendable, restricted, committed or assigned.
- During fiscal year 2021 the Agency's expenses were \$17,782,307 compared to the \$16,047,701 reported in 2020. The change was primarily due to the increase in community development expenses related to the increase in capital related expenses in 2021.



- Total revenues increased by \$3,661,328. The increase is mainly due to the fact that: (1) revenue allocation funds increased by \$1,158,402; (2) \$2,028,078 various one-time reimbursements from Ada County Highway District (ACHD) and City of Boise for construction projects in Westside district.
- Interest and fees expense on long-term debt in governmental activities decreased by \$116,407 compared with fiscal year 2020. In fiscal year 2021, no refunding or early redemption occurred. Early redemption of existing long-term debt is approved by Board of Commissioners and is scheduled on December 1, 2021. See Note 12 Subsequent Events for more details.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues gradually recovered from pandemic in fiscal year 2021 with an increase of \$88,989 to \$6,153,401. Revenue allocation funds increased 7% or \$1,158,402 in fiscal year 2021 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.



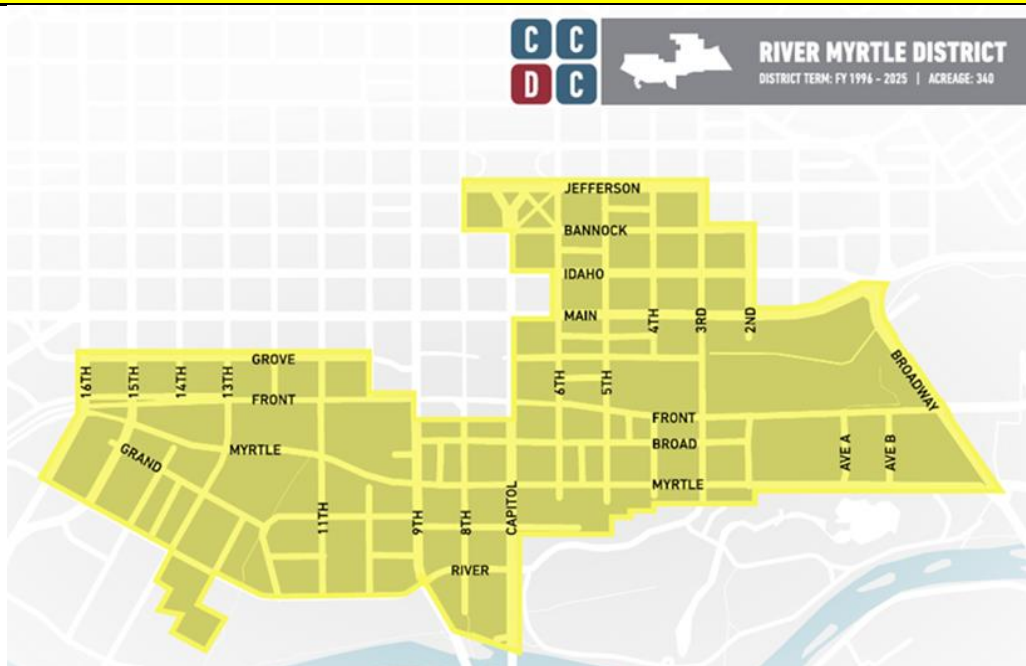


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DATE: March 14, 2022
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Installation of the public art piece approved for reimbursement, "Pale Blue Dot," is expected to be complete by August 2022. *Project Lead: Alexandra Monjar*

CW Moore Park Improvements - Type 4 Partnership with Boise Parks: This partnership with City Parks and Recreation will provide upgrades to CW Moore Park. The Agency is working with Parks to help fund the improvements, not to exceed \$200,000. The project will be presented to the Board in March for T4 Agreement Designation. *Project Lead: Karl Woods*

1103 West Lee Street - 11th and Lee - PP Type 4: The Agency is negotiating final terms and coordination of work scope with the Developer for this missing middle housing project, which overlaps with CCDC's 11th Street Bikeway project. An Agreement will be presented for the Board's approval in April or May. *Project Lead: Alexandra Monjar*

Infrastructure

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

RMOB Closeout Inventory and Analysis: This project will identify locations where streetscape infrastructure repairs or upgrades are needed to address minor deficiencies, deterioration or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the 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

5th St & 6th St Two-Way Conversion: CCDC is assisting the City of Boise with this high-priority project to convert the two one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies and performed concept level design work prior to 2019. CCDC will assist the City by managing the Final Design, agency approval and construction processes. A cost share with ACHD will be required to complete design, outreach and construction work for portions of these corridors located outside of URD boundaries. CCDC staff is currently coordinating with ACHD, City of Boise, State of Idaho (Dept. of Admin) and ITD staff on project scope and anticipates final design work by a consultant to begin in spring 2022. *Project Lead: Zach Piepmeyer*

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 (ITD) on July 15, 2021, with a formal request to allow signalization of the intersection. ITD reviewed the request and 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 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

PARTICIPATION PROGRAM

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

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

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

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

Type 5: Disposition of CCDC-owned property.

awaiting a reply from the City. While awaiting the response, CCDC is preparing for a Design Review submission. *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 submitted a Design Review application to the City in December 2021. GGLO plans to have a completed design by December 2022. The Board approved Guho Corp. as the selected CM/GC for the project at the October 2021 Board Meeting. Guho anticipates starting construction summer 2022 with an advanced sewer package with construction of the full improvements to follow in 2023. *Project Lead: Amy Fimbel*

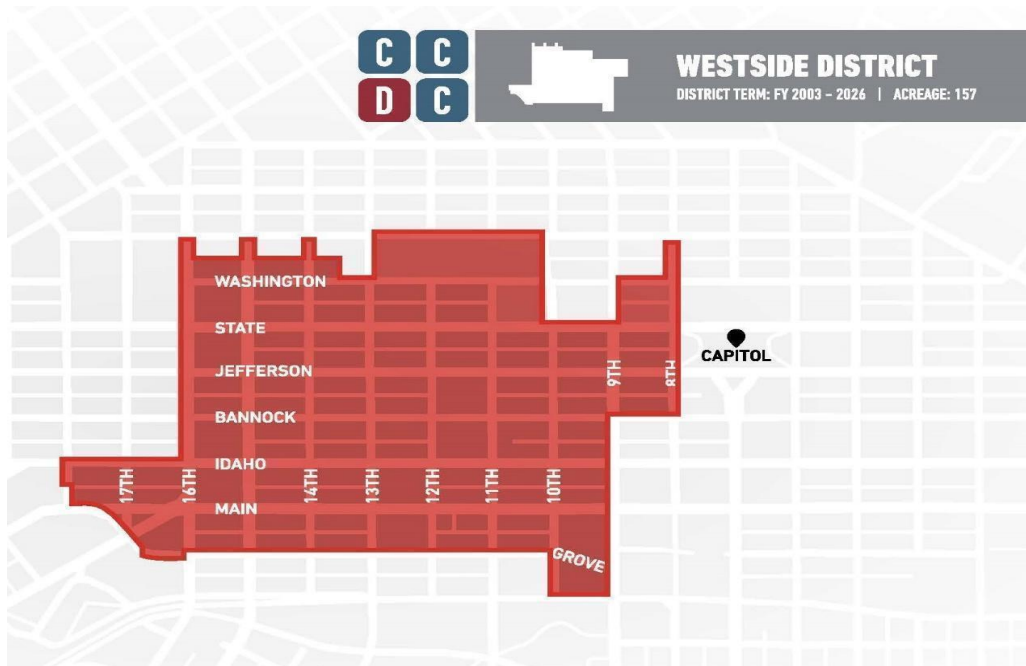
Boise City Canal Pathway - 3rd Street to Broadway: As identified in the recently adopted 2022 City of Boise Pathway Master Plan, this project anticipates constructing a non-motorized, multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway Avenue at the recently 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 Avenue) 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 spring 2022. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements - 9th Street to Capitol Blvd: This project will 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 previewed draft concept alternatives with the CCDC Board in December 2021 and with the City of Boise in January 2022. CCDC completed public outreach on the draft alternatives in February 2022 with selection of a preferred alternative anticipated in spring 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. Fabrication of the sculpture is complete and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



Economic Development

9th and Bannock Streets Intersection Geothermal Repairs - Type 4 Partnership with Boise City: This partnership with the City will provide upgrades to the City of Boise's geothermal system adjacent to the intersection of 9th & Bannock Streets. The Agency is working with Public Works Engineering to help fund the geothermal upgrade costs, not to exceed \$250,000. The T4 Agreement will be on the Board agenda on February 14, 2022. *Project Lead: Karl Woods*

1721 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 1721 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 Project: At its December 2021 meeting, the Board selected Edlen & Company's proposal for disposition of Agency owned property at 1010 W. Jefferson Street and 421 N. 10th Street through a competitive RFP process. The Agency has since negotiated an Exclusive Right to Negotiate with the developer which will be presented to the Board with a request for approval in March 2022. Once an ERN is signed, the Agency and developer will negotiate Disposition and Development Agreements for both parcels. *Project Lead: Alexandra Monjar*

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: Approval of the final agreement for this commercial building renovation in February and construction is underway with completion expected summer 2022. *Project Lead: Alexandra Monjar*

1655 W. Fairview - Office Renovation - PP Type 1: The Board designated this office renovation for participation at its February meeting. The Agency is negotiating final agreement terms and expects to request the Board's approval of the agreement in April or May. *Project Lead: Alexandra Monjar*

Infrastructure

“Rebuilding 11th Street” - Redevelopment of the 11th Street Corridor - 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 Street to River Street. ACHD completed the design of bikeway facility improvements for 11th Street from Heron Street to State Street, 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 underground Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates started design work February 2021 and submitted for Design Review in September 2021. Final design is under permitting review by ACHD and the City and construction is anticipated to start May 2022. McAlvain Companies is the Construction Manager/General Contractor (CM/GC) assisting with pre-construction efforts. *Project Lead: Amy Fimbel*

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 & 16th 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 storm water retention. The project also anticipates green stormwater infrastructure features in the form of bioretention planters at select intersections throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters, which are located within the Westside URD. ACHD's design consultant completed 95% design plans for the project in December 2021 with an expected construction start in late summer 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 complete and the final walk through occurred on July 14. *Project Lead: Karl Woods*

8th Street Improvements, State Street to 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 Street bike facility improvements north of Franklin Street to Union Street. The CCDC project contemplates undergrounding overhead power and telecommunication lines as well as streetscape and transit improvements along the frontage of several properties. CCDC selected Kittelson & Associates to perform consultant design services. The design team previewed three draft concept alternatives with the CCDC Board in December 2021 and previewed the concepts with ACHD and the City in January 2022. CCDC and ACHD jointly completed public outreach on the draft alternatives in February 2022 with selection of a preferred alternative anticipated in spring 2022. *Project Lead: Zach Piepmeyer*

30TH STREET DISTRICT



Economic Development

2850 W. Fletcher Street - Whitewater Phase 1 - PP Type 2: The Agency has received an application from Roundhouse to participate in this project to build 160 apartments with modular construction and Passive House certification, ground floor commercial/retail space, and an extension of North 28th Street connecting Main and Fairview. Future phases could add more apartments and commercial space. Construction is anticipated to begin this Fall. The Agency expects to present this project for designation in April. *Project Lead: Alexandra Monjar*

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

3205 W Moore Street - Whitewater Townhomes - PP Type 1: The Agency has received an application from developer Gregg Espin for Type 1 assistance to fund public improvements related to a project building nine townhomes on a currently vacant parcel. The project will extend Moore Street and associated streetscapes and upgrade power and water lines. This project will be considered for Designation by the Board at their April 2022 meeting. *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 opening the transit stations for use by the end of March 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 Station at the intersection. 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



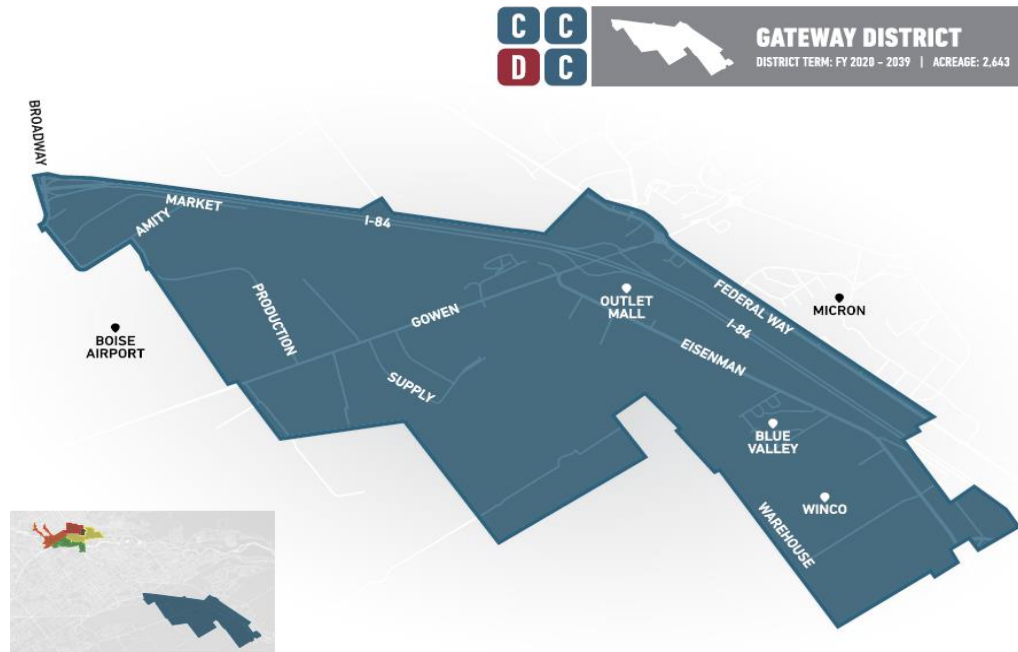
Economic Development

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*

818 W. Ann Morrison Park Drive - Mixed-Use - PP Type TBD: Continued tracking of project to include new five-story mixed-use residential building with 91 units (282 BR) and ground floor commercial space with associated site improvements on property. Private auto and bike parking included in project plan. *Project Lead: Alexandra Monjar*

719 Lusk Street - Mixed-Use - PP Type TBD: Continued tracking of project to include new five-story mixed-use residential building with 180 units (~490 BR) and ground floor commercial space with numerous improvements. Private auto and bike parking included in project plan. *Project Lead: Alexandra Monjar*

GATEWAY EAST



Economic Development

1001 E. Gowen Road – AZEK – PP Type 2: The Board approved this agreement at its February meeting. Decking manufacturer AZEK is investing over \$123 million to retrofit the old Shopko building, and full operation is expected this Spring. *Project Lead: Alexandra Monjar*

951 E. Gowen Road - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. *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 2036 and 2040 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, and City of Boise to identify potential interim pedestrian improvements on the west side of Eisenman adjacent to the Park. CCDC also coordinated with Idaho Power and the City of Boise to install intersection lighting at three locations along the Eisenman frontage in February 2022. CCDC contracted with Civil Survey Consultants

on an initial task order to analyze three different pedestrian facility alternatives: 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. *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 in March 2022. *Project Lead: Amy Fimbel*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

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. An updated project manual for a formal bid was sent out February 15 and closed March 3 at 3pm. The Agency will review the bids and seek board approval for award of contract at the March board meeting. Anticipated construction start date is early Spring 2022. *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 accepted bids on December 16 and awarded the project to Guho Corporation. Construction started February 28 and completion expected in early March 2022. *Project Lead: Aaron Nelson*

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

ParkBOI - 9th & Main Garage, 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. The Agency received two bids on January 20, 2022. The Agency received approval in the February board meeting to award the contract to Consurco as the responsive low bidder. The Agency has received all necessary documents and construction expected to start summer 2022. *Project Lead: Aaron Nelson*

ParkBOI - Parking Rate Adjustment: Agency staff has issued public notice and conducted an online survey of customers and stakeholders for proposed rate adjustments in early 2022 to manage demand and generate the additional revenue necessary for continued operations, maintenance, and modernization of the ParkBOI system. The CCDC Board will accept public comment and consider rate adjustments at its March 14 meeting. Any approved changes will go into effect on May 1, 2022. *Project Lead: Matt Edmond*

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
December 20, 2021	December 2022	December 31, 2022
Issues/Comments:	Hampton Inn has expressed interest in an EV charging station; Agency will work with the Building Eight Condo owners to explore options.	

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	October, 2022
Issues/Comments:	Meeting held October 26. Shayna Cox informed the Agency a new trash compactor in the trash room and a recycler for cardboard to be installed.	

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 15, 2021	September 2022	September 30, 2022



Issues/Comments:	Annual meeting held on September 15, 2021. Les Bois Holdings and Eastman Building notified of upcoming Garage projects that will take place in Fiscal year 2022.
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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	TBD
Issues/Comments:		

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V.
ADJOURN



END