



**BOARD
OF
COMMISSIONERS
MEETING
October 10, 2022**

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
October 10, 2022, 12 p.m.

This meeting will be available via live stream.

Join at <https://ccdcboise.com/board-of-commissioners/>

A G E N D A

I. CALL TO ORDERChair Haney Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith

III. ACTION ITEM: CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report - September 2022
- B. Minutes and Reports
 - 1. Approval of September 12, 2022 Meeting Minutes
- C. Other
 - 1. Approve Resolution 1792 - 1744 W Main St - West End Food Hub - T1 Participation Agreement

IV. ACTION ITEM

- A. CONSIDER: Approve Resolution 1788 - Amended and Restated Land Exchange Agreement with Treasure Valley YMCA (5 minutes) Alexandra Monjar
- B. CONSIDER: Approve Resolution 1789 - Block 68 Catalytic Redevelopment Project, Block 69N Disposition and Development Agreement (20 minutes).....Alexandra Monjar
- C. CONSIDER: Approve Resolution 1790 - Block 68 Catalytic Redevelopment Project, First Amendment to the Agreement to Negotiate Exclusively with Block 68 Development LLC (5 minutes) ..Alexandra Monjar
- D. CONSIDER: Approve Resolution 1766 - Linen Blocks on Grove Street Streetscape Improvement Project - Amendment No. 1 to the CM/GC Contract with Guho Corp. (10 minutes) Kathy Wanner/Amy Fimbel
- E. CONSIDER: Approve Resolution 1787 - Design Professional Contract with Jensen Belts Associates for the 521 W Grove Street Public Space Project (10 minutes)Karl Woods/Kathy Wanner
- F. CONSIDER: 1015 Main Street - Smith Block Building - T1 Participation Designation (5 minutes)Kassi Brown
- G. CONSIDER: 2618 W Fairview Ave - The LOCAL Fairview - T2 Participation Designation (5 minutes)..... Kevin Holmes
- H. CONSIDER: 818 W Ann Morrison Park Dr - Capitol Student Housing - T2 Participation Designation (5 minutes)..... Kevin Holmes
- I. CONSIDER: Approve Resolution 1791- Participation Program Policy Update (10 minutes) Kevin Holmes

V. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 9/1/2022 through 9/30/2022

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			Total Debt Payments: -
PERSI	Retirement Payment	9/7/2022	21,480.14
EFTPS - IRS	Federal Payroll Taxes	9/7/2022	15,712.26
Idaho State Tax Commission	State Payroll Taxes	9/7/2022	2,347.00
CCDC Employees	Direct Deposits Net Pay	9/7/2022	40,018.02
PERSI	Retirement Payment	9/21/2022	21,480.12
EFTPS - IRS	Federal Payroll Taxes	9/21/2022	15,712.22
Idaho State Tax Commission	State Payroll Taxes	9/21/2022	2,347.00
CCDC Employees	Direct Deposits Net Pay	9/21/2022	40,018.02
			Total Payroll Payments: 159,114.78
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	September 2022	4,785,672.18
			Total Cash Disbursements: \$ 4,944,786.96

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

Joey Chen

Finance Director

9/29/2022

Date

John Brunelle

Executive Director

9/28/2022

Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	295	Management Training FY2	08/31/2022	4,000.00	12587	09/29/2022
	Total 4136:				4,000.00		
4082	Acme Fast Freight	1600010564	11th & Front garage CAM e	09/01/2022	2,548.76	12588	09/29/2022
	Total 4082:				2,548.76		
1058	Ada County Highway Distri	17297	2020 Downtown Boise Impl	08/24/2022	434.25	64260	09/28/2022
	Total 1058:				434.25		
4180	Adare Manor LLC	FY22 T2 PO2	T2 Contractual Payment -	09/13/2022	91,535.12	64261	09/28/2022
	Total 4180:				91,535.12		
4207	Amber Beierle	SIGNS OF O	Linen Blocks Neon Signs H	08/17/2022	3,500.00	12589	09/29/2022
	Total 4207:				3,500.00		
3838	American Fire Protection L	13779	Monthly pump inspection &	08/26/2022	200.00	64262	09/28/2022
	Total 3838:				200.00		
1316	Blue Cross of Idaho	2221500000	Health Insurance - Sep 202	09/01/2022	30,394.95	64234	09/01/2022
	Total 1316:				30,394.95		
1385	Boise City Utility Billing	X1177SEP22	848 Main St # 0447416001	09/01/2022	9.24	12631	09/26/2022
	Total 1385:				9.24		
4022	Boxcast Inc	B57F3A3-00	storage fees	08/31/2022	32.29	12590	09/29/2022
	Total 4022:				32.29		
4190	BrandCraft	4138	CCDC Website: Ongoing U	09/16/2022	675.00	12591	09/29/2022
		4138	CCDC Website: Ongoing U	09/16/2022	225.00	12591	09/29/2022
		4138	ParkBOI Website: Ongoing	09/16/2022	225.00	12591	09/29/2022
		4138	ParkBOI Website: Ongoing	09/16/2022	225.00	12591	09/29/2022
	Total 4190:				900.00		
4178	BVGC Parcel B LLC	FY22 T3 PO2	T3 Contractual Payment -	09/19/2022	607,645.00	12611	09/30/2022
	Total 4178:				607,645.00		
3816	Capitol Landscape Inc.	909092022	9th & Front repair pavers b	09/09/2022	740.00	12592	09/29/2022
	Total 3816:				740.00		
3712	Car Park	AUG2022	10th & Front - Grove	08/31/2022	23,315.09	12612	09/30/2022
		AUG2022	9th & Front - City Centre	08/31/2022	31,318.17	12612	09/30/2022
		AUG2022	9th & Main - Eastman	08/31/2022	28,023.30	12612	09/30/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		AUG2022	Cap & Main - Cap Terrace	08/31/2022	39,207.10	12612	09/30/2022
		AUG2022	Cap & Myrtle - Myrtle	08/31/2022	19,479.11	12612	09/30/2022
		AUGUST2022	Settle undeposited funds J	09/01/2022	19,431.00	12612	09/30/2022
		JUL2022	10th & Front - Grove	07/31/2022	28,849.59	12612	09/30/2022
		JUL2022	9th & Front - City Centre	07/31/2022	63,449.17	12612	09/30/2022
		JUL2022	9th & Main - Eastman	07/31/2022	30,392.58	12612	09/30/2022
		JUL2022	Cap & Main - Cap Terrace	07/31/2022	42,486.60	12612	09/30/2022
		JUL2022	Cap & Myrtle - Myrtle	07/31/2022	25,021.02	12612	09/30/2022
		JUL2022	10th & Front - refunds	07/31/2022	174.00	12612	09/30/2022
Total 3712:					351,146.73		
4200	Cascade Enterprises Inc.	3404 APP#2	ParkBOI Handrail & Guardr	08/01/2022	34,162.00	12613	09/30/2022
		3413 APP#3	ParkBOI Handrail & Guardr	08/25/2022	107,258.85	12613	09/30/2022
		3413 APP#3	ParkBOI Handrail & Guardr	08/25/2022	9,841.00	12613	09/30/2022
Total 4200:					151,261.85		
1556	Caselle Inc.	118694	Contract support - Sep 202	09/01/2022	866.00	64235	09/01/2022
Total 1556:					866.00		
1595	City of Boise	IL1970	Trash - RMOB	09/01/2022	2,088.45	64263	09/28/2022
		IL1970	Trash - WS	09/01/2022	1,512.33	64263	09/28/2022
Total 1595:					3,600.78		
4116	Civil Survey Consultants In	22018-04	Eisenman Rd. Pedestrian	08/31/2022	23,943.30	12614	09/30/2022
Total 4116:					23,943.30		
4198	Consurco, Inc.	20765 APP#	9th & Main, Capitol & Main	08/29/2022	180,064.90	12615	09/30/2022
		20766 APP #	Water Ponding Repairs	08/31/2022	28,000.00	12615	09/30/2022
		20766 APP #	Water Ponding Repairs	08/31/2022	5,943.50	12615	09/30/2022
Total 4198:					214,008.40		
3977	Cushing Terrell Architects	170392	Parking Garage EV Chargi	08/30/2022	8,275.00	12616	09/30/2022
Total 3977:					8,275.00		
4151	Desman Inc	D22048	10th & Front Structural Da	07/31/2022	7,000.00	12617	09/30/2022
Total 4151:					7,000.00		
1838	Elam & Burke P.A.	198044	Units 401/102 Civic Partner	08/31/2022	425.00	12618	09/30/2022
		198045	Block 68	08/31/2022	26,374.65	12618	09/30/2022
		198046	River Myrtle Amendment	08/31/2022	100.00	12618	09/30/2022
		198047	101-0 General	08/31/2022	1,892.55	12618	09/30/2022
		198048	River Myrtle Implement Act	08/31/2022	2,225.00	12618	09/30/2022
Total 1838:					31,017.20		
4191	Fimbel, Amy	9.21.2022	IEDC Excellence in Econo	09/21/2022	252.79	12632	09/28/2022
Total 4191:					252.79		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4060	First American Title Compa	SETTLEMEN	703 S 8th St - Settlement P	09/06/2022	1,902,849.83	12584	09/09/2022
	Total 4060:				1,902,849.83		
4155	Front Street Investors LLC	FY22 T3 PO2	T3 Contractual Pmt Home2	09/19/2022	242,084.92	12619	09/30/2022
	Total 4155:				242,084.92		
1982	GGLO LLC	2021031.01	Linen Blocks on Grove Stre	08/15/2022	63,882.14	12620	09/30/2022
		2021031.01	WS Linen Blocks on Grove	08/15/2022	5,556.25	12620	09/30/2022
		2021031.01	Linen Blocks on Grove Stre	08/15/2022	14,697.50	12620	09/30/2022
		2021031.01	WS Linen Blocks on Grove	08/15/2022	4,917.75	12620	09/30/2022
		2021031.01	Linen Blocks on Grove Stre	08/15/2022	23,949.61	12620	09/30/2022
	Total 1982:				113,003.25		
3695	Guho Corp.	21066-05	Linen Blocks on Grove SS	08/31/2022	3,789.36	12593	09/29/2022
	Total 3695:				3,789.36		
4115	HDR Engineering Inc	1200459540	Main & Fairview Transit Sta	08/27/2022	684.00	12594	09/29/2022
		1200459541	Main & Fairview Transit Sta	08/27/2022	693.00	12594	09/29/2022
	Total 4115:				1,377.00		
3810	Hummel Architects PLLC	10590	ParkBOI-Stairwell Hand Ra	08/31/2022	437.50	12595	09/29/2022
		10591	Parking Garage Membrane	08/31/2022	233.25	12595	09/29/2022
	Total 3810:				670.75		
2132	Idaho Business Review	1006938466	Supplements - PowerList	08/01/2022	2,150.00	12596	09/29/2022
		1006941447	Supplements - PowerList	08/17/2022	2,150.00	12596	09/29/2022
	Total 2132:				4,300.00		
2165	Idaho Power	6607AUG22	9th St outlets #220040660	08/31/2022	3.51	12586	09/19/2022
		7995AUG22	9th & State # 2201627995	08/31/2022	3.51	12628	09/22/2022
	Total 2165:				7.02		
3900	Idaho Records Manageme	0151542	Records Storage	09/01/2022	40.00	12597	09/29/2022
	Total 3900:				40.00		
2288	Jensen Belts Associates	2114.CA-3	11th Street Bikeway & Stre	08/31/2022	4,257.25	12621	09/30/2022
		2114.CA-3	11th Street Bikeway & Stre	08/31/2022	6,686.50	12621	09/30/2022
	Total 2288:				10,943.75		
3910	Joey Chen	09.13.2022	Admin Day purchases	09/20/2022	34.34	12635	09/28/2022
	Total 3910:				34.34		
2360	Kittelson & Associates Inc.	0128803	8th St Improvements, State	07/31/2022	20.00	12598	09/29/2022
		0128803	8th St Improvements, State	07/31/2022	2,673.75	12598	09/29/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2360:					2,693.75		
3439	KPFF Consulting Engineer	436059	9th & Main Column Repair	07/31/2022	265.50	12599	09/29/2022
Total 3439:					265.50		
3881	Mary E. Watson	09.21.2022	NIGP Training: Protests &	09/21/2022	165.00	12634	09/28/2022
		9.01.2022	Annual Employment Law S	09/01/2022	125.00	12585	09/13/2022
Total 3881:					290.00		
3950	McAlvain Construction Inc.	12101012.1	11th Street Bikeway & Stre	08/31/2022	388,674.30	12622	09/30/2022
		12101012.2	11th Street Bikeway & Stre	08/31/2022	298,903.87	12622	09/30/2022
		12101012.2	11th Street Bikeway & Stre	08/31/2022	157,273.00	12622	09/30/2022
Total 3950:					844,851.17		
2186	McClatchy Company LLC	140048	Legal Notices	08/31/2022	1,608.88	12600	09/29/2022
Total 2186:					1,608.88		
4023	Primary Electric Inc	5902	Capital & Myrtle Demo elec	08/16/2022	135.00	12601	09/29/2022
		5991	Capital & Main heater hook	09/13/2022	90.00	12601	09/29/2022
Total 4023:					225.00		
2774	Pro Care Landscape Mana	45166.	Landscape Maintenance -	08/31/2022	598.00	12602	09/29/2022
		45166.	Landscape Maintenance -	08/31/2022	287.06	12602	09/29/2022
		45167	Landscape Maintenance -	08/31/2022	158.00	12602	09/29/2022
		45167	Landscape Maintenance -	08/31/2022	65.95	12602	09/29/2022
		45168	Landscape Maintenance -	08/31/2022	45.00	12602	09/29/2022
		45169	Landscape Maintenance -	08/31/2022	54.00	12602	09/29/2022
Total 2774:					1,208.01		
2798	Quadrant Consulting Inc.	12198	Old Boise - Grove Street C	08/19/2022	3,795.00	12623	09/30/2022
		12199	17th Street Improvements	08/19/2022	6,409.60	12623	09/30/2022
		12227	2022 URD Mapping Updat	08/19/2022	1,645.61	12623	09/30/2022
Total 2798:					11,850.21		
3896	Rim View LLC	SEP2022	Monthly Rent - Trailhead S	09/01/2022	15,707.50	64236	09/01/2022
Total 3896:					15,707.50		
3796	Scheidt & Bachmann USA I	48912	Aug 2022 Merchant Fee	08/31/2022	902.22	12603	09/29/2022
Total 3796:					902.22		
3542	Security LLC - Plaza 121	SEP2022	Office rent	09/01/2022	14,145.00	64237	09/01/2022
Total 3542:					14,145.00		
4131	Smarking Inc	6422	Data Management Service	08/31/2022	4,500.00	12604	09/29/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4131:					4,500.00		
3974	Stability Networks Inc.	41098	IT Services - FY2022	08/31/2022	3,035.00	12605	09/29/2022
		41170	AppRiver SecureTide	08/31/2022	89.00	12605	09/29/2022
		41170	Cisco Subscription	08/31/2022	5.84	12605	09/29/2022
		41170	M365 Apps for Business	08/31/2022	188.30	12605	09/29/2022
		41170	Cloud Backup	08/31/2022	495.00	12605	09/29/2022
Total 3974:					3,813.14		
4109	Syringa Networks LLC	20339 SEP2	internet & data	09/01/2022	653.02	64264	09/28/2022
Total 4109:					653.02		
3831	The Land Group Inc.	0148755	Fulton Street Improvement	08/31/2022	5,090.50	12624	09/30/2022
Total 3831:					5,090.50		
4074	The Potting Shed	20829	Jun 2022 Interior Plant Mai	08/01/2022	65.00	64265	09/28/2022
		21045	Interior Plant Maint.	08/31/2022	65.00	64265	09/28/2022
Total 4074:					130.00		
4183	Track Utilities LLC	APP RETAIN	Production & Gowen Rd Ut	07/14/2022	20,164.85	64266	09/28/2022
Total 4183:					20,164.85		
3170	Treasure Valley Coffee Inc	2160:083611	Cooler Rental	08/06/2022	106.00	12606	09/29/2022
		2160:084208	Water & Cooler Rental	09/13/2022	106.00	12606	09/29/2022
		2160:084701	Coffee & tea	09/08/2022	177.00	12606	09/29/2022
Total 3170:					389.00		
3233	United Heritage	02014-001 S	Disability insurance - Sep 2	09/01/2022	1,563.91	64267	09/28/2022
Total 3233:					1,563.91		
3835	US Bank - Credit Cards	08.25.2022	Voice, Data & Webhosting	08/25/2022	39.12	12583	09/19/2022
		08.25.2022	office supplies	08/25/2022	4,124.75	12583	09/19/2022
		08.25.2022	computer & software suppli	08/25/2022	874.09	12583	09/19/2022
		08.25.2022	postage	08/25/2022	2.41	12583	09/19/2022
		08.25.2022	dues & subscriptions	08/25/2022	1,120.60	12583	09/19/2022
		08.25.2022	Travel & meeting (non-local	08/25/2022	1,802.20	12583	09/19/2022
		08.25.2022	Personnel Training (Local)	08/25/2022	1,729.00	12583	09/19/2022
		08.25.2022	Local Meetings & Transport	08/25/2022	778.05	12583	09/19/2022
		08.25.2022	Professional Services Gen	08/25/2022	90.00	12583	09/19/2022
		08.25.2022	Street/District Improvement	08/25/2022	180.53	12583	09/19/2022
		08.25.2022	Street/District Improvement	08/25/2022	180.53	12583	09/19/2022
		08.25.2022	Banking & Merchant Fees	08/25/2022	88.60	12583	09/19/2022
Total 3835:					11,009.88		
3266	Valley Regional Transit	30421	Boise Bike Share 2.0 Pilot	09/13/2022	5,000.00	12625	09/30/2022
Total 3266:					5,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3242	Veolia (Suez Water Idaho)	0025AUG22	437 S 9th St irri #06006688	08/31/2022	116.83	12636	09/29/2022
		2853AUG22	Eastman office #06000337	08/31/2022	136.23	12630	09/26/2022
		8504AUG22	Grove & 10th #060035756	08/31/2022	313.12	12629	09/26/2022
Total 3242:					566.18		
4215	VEOLIA Water Idaho, INC.	GROVE ST	Linen Blocks on Grove Stre	08/31/2022	11,450.00	64268	09/28/2022
Total 4215:					11,450.00		
4068	Veritas Material Consulting	1882	9th & Main, Cap & Main Ga	08/31/2022	900.00	12607	09/29/2022
Total 4068:					900.00		
3997	Wash Worx	INV-001102	Panel removal 9th & Main;	08/31/2022	6,800.00	12626	09/30/2022
Total 3997:					6,800.00		
3365	Westerberg & Associates	261	Lobbist Services	08/31/2022	2,000.00	12608	09/29/2022
Total 3365:					2,000.00		
3998	Western Records Destructi	0605046	Records Destroyed	08/31/2022	54.00	64269	09/28/2022
Total 3998:					54.00		
3374	Western States Equipment	IN002129429	Bldg 8 generator maintena	08/31/2022	308.64	64270	09/28/2022
Total 3374:					308.64		
3990	Xerox Corporation	017031153	Copier Lease	08/31/2022	327.27	12609	09/29/2022
Total 3990:					327.27		
4216	Zachary Piepmeyer	09.23.2022	2022 Designing Cities Conf	09/23/2022	3,443.20	12633	09/28/2022
Total 4216:					3,443.20		
4158	Zoom Video Communicatio	INV1616142	video conference service 8/	08/31/2022	1,349.47	12610	09/29/2022
Total 4158:					1,349.47		
Grand Totals:					4,785,672.18		

Report Criteria:

Detail report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
September 12, 2022

I. CALL TO ORDER:

Vice-Chair Haney Keith convened the meeting with a quorum at 12:04 p.m.

Roll Call attendance taken:

Present: Commissioner Lauren McLean, Commissioner Danielle Hurd, Commissioner Ryan Erstad, Commissioner Alexis Townsend, Commissioner Rob Perez, Commissioner Haney Keith

Commissioner John Stevens joined via Zoom.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Kevin Holmes, Project Manager – Property Development; Joey Chen, Finance & Administration Director; Mary Watson, General Counsel, Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes or additions made to the agenda.

III. WORK SESSION:

A. West End Water Renewal Master Plan

Kevin Holmes, Project Manager – Property Development; gave a report.

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – August 2022

B. Minutes and Reports

1. Approval of August 8, 2022 Meeting Minutes
2. Approval of August 24, 2022 Special Meeting Minutes

C. Other

1. Approve Resolution 1786 - 1110 W. Grove St - Hotel Renegade - T4 Participation Agreement
2. FY2022 Q3 Financial Report (Unaudited)
3. Approve Resolution 1784 - Amendment No. 1 to Task Order 19-003 with GGLO for Professional Design Services for the Linen Blocks on Grove Street Streetscape Improvements Project
4. Approve Resolution 1785 Interagency Agreement with ACHD for paving on Grove in conjunction with Old Boise Blocks

Commissioner Hurd made a motion to approve the consent agenda.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Hurd - Aye
Commissioner Townsend - Aye
Commissioner Stevens - Aye
Commissioner Perez - Aye
Commissioner Erstad - Aye
Commissioner McLean - Aye
Commissioner Haney Keith - Aye

The motion carried 7 - 0.

V. ACTION ITEM

A. CONSIDER: Election of Chair position to fill a vacancy and other officer vacancy until the board meeting in January 2023

Vice-Chair Haney Keith, gave a report noting with the expiration of Chairman Zuckerman's Commissioner term there was a vacancy in the Chair position. It was further noted there would be an election to fill the Chair position for the remainder of the one (1) year term with officer elections to be held at the first regular meeting held in January 2023. Finally, Vice-Chair Haney Keith noted to the extent the election of a Chair created a vacancy in another officer position, then there could be additional elections for open positions.

Commissioner Lauren McLean moved to nominate Vice Chair Haney Keith for Chair. There were no other nominations and the nominations for Chair were closed.

Roll Call:

Commissioner Hurd - Aye
Commissioner Townsend - Aye
Commissioner Stevens - Aye
Commissioner Perez - Aye
Commissioner Erstad - Aye
Commissioner McLean - Aye
Commissioner Haney Keith - Abstained. Name not called for a vote.

The motion carried 6 - 0 - 1.

Chair Haney Keith noted with her election to the Chair position, there was a vacancy in the Vice-Chair position. It was further noted there would be an election to fill the Vice-Chair position for the remainder of the one (1) year term with officer elections to be held at the first regular meeting held in January 2023. Finally, Chair Haney Keith noted to the extent the election of a Vice-Chair created a vacancy in another officer position, then there could be additional elections for open positions.

Commissioner Lauren McLean moved to nominate Commissioner Stevens for Vice Chair. There were no other nominations and the nominations for Vice-Chair were closed.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens – Abstained. Name not called for a vote

Commissioner Perez - Aye

Commissioner Erstad - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 6 - 0 - 1.

B. CONSIDER: 1744 W Main St - West End Food Hub - T1 Participation Designation

Kevin Holmes, Project Manager – Property Development; gave a report.

Commissioner Erstad moved to direct staff to negotiate a final Type 1 Participation Agreement with 1744-1746 W Main Street BOI, LLC for future board approval.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner Erstad - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 7 - 0.

C. CONSIDER: 2742 W Fairview Ave – The Avens – T2 Participation Agreement

Kevin Holmes, Project Manager – Property Development; gave a report.

Commissioner Perez moved to direct staff to negotiate a final Type 2 Participation Agreement with MW Avens, LLC for future board approval.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner Erstad - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 7 - 0

VI. MEETING ADJOURNMENT

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

The motion carried 7 - 0

The meeting adjourned at 12:42 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 10th DAY OF OCTOBER 2022.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1792 – 1744 W Main St – West End Food Hub - Type 1 Participation Agreement with 1744-1746 W Main Street BOI LLC		Date: October 10, 2022
Staff Contact: Kevin Holmes Project Manager	Attachments: 1) Resolution 1792 2) Type 1 Agreement	
Action: Adopt Resolution 1792 approving the Type 1 Participation Agreement with 1744-1746 W Main Street BOI LLC and authorize the Executive Director to execute the agreement.		

Background:

The West End Food Hub project is an interior and exterior renovation of an existing vacant building located in the Westside District at 1744 West Main Street. Los Angeles based developer group 1744-1746 W Main Street BOI, LLC plans to renovate the space into a commercial kitchen with 15 individual spaces for lease to separate restaurant owners. All prepared food will be delivered and there is no on-site dining or takeout planned. The owners have entered into a shared parking agreement with the New Life Apostolic Church next door to utilize parking spaces for delivery driver pick-up and for kitchen staff parking.

In alignment with area plans to enhance walkability and support a mix of land uses, the developer intends to improve the quality of the built environment through exterior renovations and streetscape improvements. The project's planned public improvements include sidewalk repair and upgrades, installing a new streetlight, and upgrades to an electrical transformer. 1744-1746 W Main Street BOI, LLC has requested assistance for these eligible expenses through CCDC's Type 1 Participation Program.

The Board designated the project for Type 1 Participation at its September 2022 meeting. Since that meeting, the applicant has confirmed the total estimated eligible expenses for the project are \$53,813 and total development costs for the entire project are \$2.3 million. Type 1 projects are eligible for reimbursement of 100% of public improvement, as matched by developer investment and subject to Board approval.

The project received City of Boise approval in May 2022. Due to the scope of work being primarily limited to internal renovations and the repair and replacement of existing streetscape features, a full Design Review application and approval was not required. Design Review staff at the City reviewed and approved of all improvements through a building permit submittal. Internal renovations have begun, and external work is planned to commence in the fall and be completed by early 2023.

The West End Food Hub at 1744 W Main St meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District.

Project Summary:

- 1744 W Main Street
- 6,000 square foot commercial space
- \$2.3 million Total Development Costs
- \$53,813 Eligible Expenses
- No new surface parking
- 15 individual kitchen spaces with 50 permanent jobs

Timeline:

- Sept 2021 – Design Review Approval
- June 2022 – PP Application to CCDC
- Sept 2022 – Type 1 Designation
- Oct 2022 – Type 1 Agreement Approval
- Winter 2022 – Project complete, CCDC reimburses Eligible Expenses

Fiscal Notes:

The Agency's Five-Year Capital Improvements Plan includes a line item for Type 1 Participation in the Westside District with sufficient funds to reimburse this project.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Program Agreement with the applicant, 1744-1746 W Main Street BOI LLC.

Suggested Motion:

I move to adopt Resolution 1792 approving the Type 1 Participation Program Agreement with 1744-1746 W Main Street BOI LLC and authorize the Executive Director to execute the agreement.

RESOLUTION NO. 1792

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 THE CITY OF BOISE, IDAHO, APPROVING THE TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND 1744-1746 W MAIN STREET BOI, LLC; 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 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, 1744-1746 W Main Street BOI, LLC, a Delaware limited liability company, owns or controls certain real property addressed as 1744 West Main Street, Boise, Idaho, where it plans to renovate an existing building into a commercial kitchen which also will involve sidewalk repair and upgrades, installation of a new streetlight, and upgrades to an electrical transformer (the "Public Improvements"), all of which are located in the Westside Urban Renewal District as created by the Westside District Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency provides reimbursement for construction of certain public improvements that meet the Agency's requirements; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto ("Agreement") with 1744-1746 W Main Street BOI, LLC, whereby 1744-1746 W Main Street BOI, LLC will construct

the Public Improvements and the Agency will reimburse certain expenses for 1744-1746 W Main Street BOI, LLC 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 1 Streetscape Grant Participation Agreement with 1744-1746 W Main Street BOI, LLC, 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 Agency Executive Director is hereby authorized to sign and enter into the Type 1 Streetscape Grant Participation Agreement with 1744-1746 W Main Street BOI, LLC 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 October 10, 2022, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 10, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho ("CCDC"), and 1744-1746 W Main Street BOI LLC, a Delaware limited liability company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. Participant owns or controls certain real property addressed as 1744 W Main Street, Boise, Idaho 83702 (the "Project Site") which is more accurately depicted on attached **Exhibit A**.

B. The Participant is rebuilding the streetscape, installing a streetlight, and upgrading a power transformer at the Project Site (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the Westside Urban Renewal District ("Westside District").

C. The Participant is requesting reimbursement to rebuild the streetscape along Main Street, install a streetlight, and upgrade a power transformer. Under the provisions of the Westside District Plan ("Plan"), CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement ("Eligible Expenses").

D. The Project meets the requirements of the Type 1 Participation Program and also promotes CCDC objectives to improve the pedestrian experience with improved streetscapes and activate disinvested sites through the reuse of existing buildings. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

E. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program Policy.

AGREEMENT

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

1. **Effective Date and 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) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed 180 days.

2. **Construction of the Project.** Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit D** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. **Notification of Completion; Inspection.** Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by 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's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar 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 Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses 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 **Exhibit D**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days 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) business days with a revised amount for the Actual Eligible Costs or notifying 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 SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed \$53,813. Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2, 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area 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.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [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 (10) 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 nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC 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. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived

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) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: Alex Nachum
 1744-1746 W Main Street BOI LLC
 777 S. Figueroa Street, Suite 4100
 Los Angeles, California 90017
 [414-587-6232](tel:414-587-6232)
 Alex@csscompany.com

Participant's Registered Agent : Corporation Service Company
 1303 12th Avenue Road
 Nampa, Idaho 83686

If to CCDC: John Brunelle, Executive Director
 Capital City Development Corporation
 121 N. 9th Street, Suite 501
 Boise, Idaho 83702
 208-384-4264
 jbrunelle@ccdcoise.com

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. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Project Depiction
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses

16. Indemnification. Participant shall indemnify, defend, and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

17. 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, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Project.

End of Agreement
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

CCDC:

The Urban Renewal Agency of Boise City, Idaho,
an independent public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

1744-1746 W Main Street BOI LLC
A Delaware limited liability company

By: _____

Its: _____ Alex Nachum, Authorized Signatory _____

Date: _____ 9/30/22 _____

Exhibits

- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Budget Info / For Office Use	
Fund/District	303
Account	6251
Activity Code	23020
PO #	230007
Contract Term	September, 2023

Exhibit A: Project Site Map

Ada County Assessor

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



Exhibit B: Project Depiction



Exhibit C: Public Improvement Plans

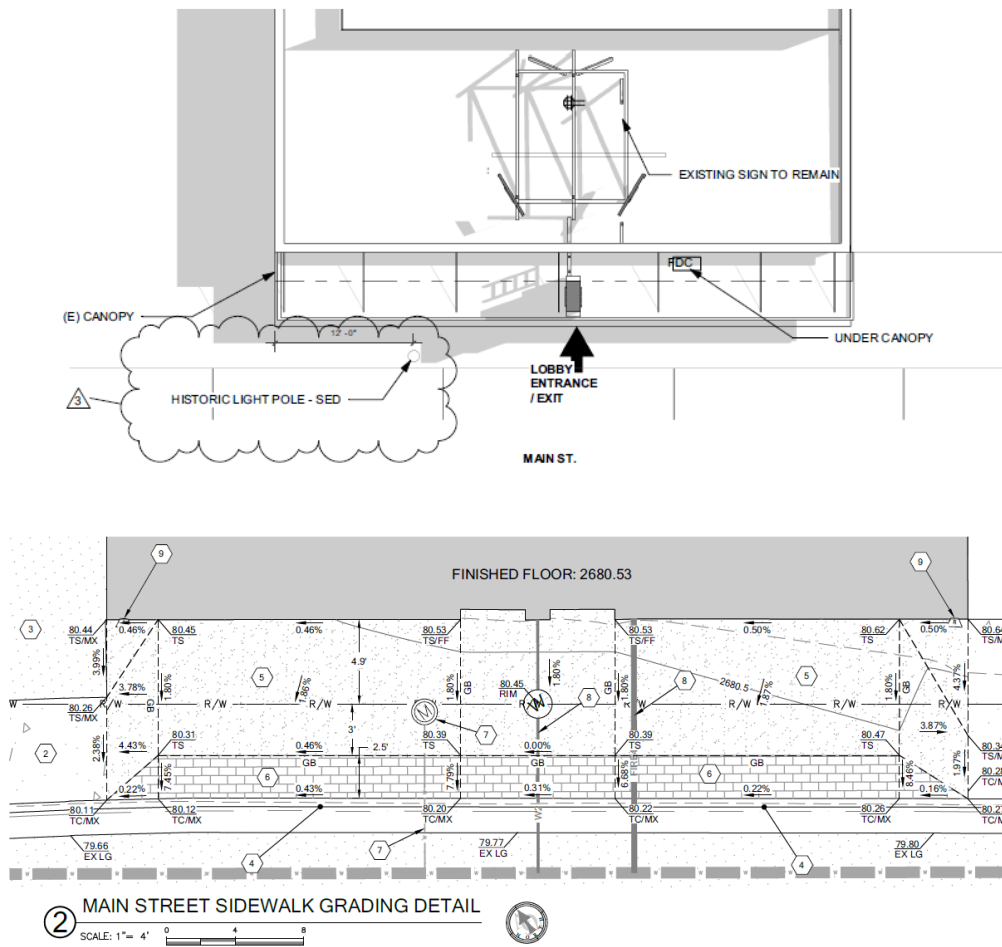


Exhibit D: Schedule of Eligible Expenses (1 of 2)

CCDC Participation Program Type 1 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC						
Project Name: West End Food Hub		Plan Date: 8/17/2022		By: 1744-1746 W Main Street BOI LLC		
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY						
#	ITEM DESCRIPTION	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST	NOTES
SITE PREPARATION: DIVISIONS 2 and 31						
1	Surface demolition	SF	13	250	3,250	
2	Asphalt demolition	0	0	0	0	
3	Curb and gutter demolition	LF	10	50	500	
4	Saw cut	LF	50	75	3,750	
5	Replace subbase	SF	25	250	6,250	
6	Stand alone tree removal	0	0	0	0	
SIDEWALK WORK: DIVISION 32						
7	Scored concrete sidewalk	SF	50	250	12,500	
8	Dry laid brick	0	0	0	0	
9	Pedestrian ramp	0	0	0	0	
10	Truncated dome	0	0	0	0	
11	Lawn parkway	0	0	0	0	
12	Irrigation	0	0	0	0	
OTHER: DIVISION 32						
13	Asphalt repair	0	0	0	0	
14	Concrete curb cut	0	0	0	0	
15	Vertical curb and gutter (6")	0	0	0	0	
16	Meyers cabinet	0	0	0	0	
17	Water meter	0	0	0	0	
SITUATIONAL FURNISHINGS: DIVISION 32						
18	Street trees	0	0	0	0	
19	Tree grates & frames	0	0	0	0	
20	Trench drain cover	0	0	0	0	
21	Historic street light	Count	10,000	1	10,000	In ROW
22	Bench	0	0	0	0	
23	Bike rack	0	0	0	0	
24	Litter receptacle	0	0	0	0	
25	Pre-cast planter	0	0	0	0	
OTHER:						
26	Façade/glazing improvements	SF	100	0	0	
27	Signage Improvements	Estimate	20,000	0	0	not eligible
28	Awing Demolition and Re-Installation	Estimate	45,000	0	0	not eligible
29	Roof Screen Addition	LF	200	0	0	
Total Streetscape Costs:					36,250	

Exhibit D: Schedule of Eligible Expenses (2 of 2)

CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION: DIVISION 33				
28	Surface demo	0	0	0
29	Surface prep	0	0	0
30	Finish materials (permeable pavers, etc.)	0	0	0
UTILITIES: DIVISION 33				
31	Power line (new/relocation/extension)	count	15,000	15,000
32	Water line (new/relocation/extension)	count	8,000	0
33	Sewer line (new/relocation/extension)	count	8,000	0
34	Geothermal Line (new/relocation/extension)		0	0
35	Natural gas line (new/relocation/extension)		0	0
36	Phone line (new/relocation/extension)		0	0
37	Fiber line (new/relocation/extension)		0	0
38	ACHD power box relocation		0	0
STREET: DIVISIONS 2, 31 and 32				
39	Asphalt demolition		0	0
40	Road sub-base and prep		0	0
41	Asphalt paving		0	0
PATH:				
42	Surface demolition		0	0
43	Surface prep		0	0
44	Paving material		0	0
ALLEY:				
45	Asphalt demolition		0	0
46	Alley sub-base and prep		0	0
47	Asphalt paving		0	0
PLAZA:				
48	Surface demolition		0	0
49	Surface prep		0	0
50	Paving material		0	0
OTHER:				
51	TBD		0	0
52	TBD		0	0
Total Infrastructure & Utilities Costs:				15,000
SUBTOTAL ELIGIBLE COSTS:				51,250
5% General Conditions (limit per program policy)				2,563
TOTAL ELIGIBLE COSTS:				53,813
TYPE ONE NOT-TO-EXCEED AMOUNT				200,000
<p>Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.</p>				



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1788 - Amended and Restated Land Exchange Agreement with the YMCA		Date: October 10, 2022
Staff Contact: Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1788 2) Amended and Restated Real Property Exchange Agreement	
Action: Adopt Resolution 1788 to authorize the Agency Executive Director to execute the Amended and Restated Real Property Exchange Agreement with The Young Men’s Christian Association of Boise City (the “YMCA”)		

Background:

CCDC published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District in May 2021. The RFP offered two properties (421 North 10th Street and 1010 West Jefferson) along with participation in public infrastructure and \$10M to purchase a Mobility Hub. In exchange for its participation, the Agency expected proposals to deliver 225 units of housing (with 155 units attainable for Boise's workforce), integrate and enhance mobility plans and infrastructure, utilize aspirational architecture to improve the urban environment, and catalyze economic development.

In December 2021, the Board of Commissioners elected to advance negotiations with the development team led by Edlen & Company and deChase Miksis. The resulting Agreement to Negotiate Exclusively (ANE) with Block 68 Development LLC (Developer) was approved by the Board on March 14, 2022, with a term of 180 days and possible extension of 60 days to negotiate Disposition and Development Agreement (DDAs). The Agency granted a 30-day extension on September 7, 2022, resulting in a deadline to execute DDAs of October 12, 2022.

The Agency and Developer plan to enter two DDAs – one for the Mixed-Use Housing & Mobility Hub Project on 1010 W. Jefferson Street, or Block 68 South, and one for the Workforce Housing Project involving the exchange of 421 N. 10th Street for YMCA-owned parcels on the north half of the block bound by 11th/10th Streets and Jefferson/State Streets, or Block 69 North.

To facilitate development of the Workforce Housing Project intended to deliver the attainable housing required by CCDC's RFP on Block 69 North, CCDC and the YMCA executed a Land Exchange Agreement on July 7, 2022. This executed Real Property Exchange Agreement contemplates that the Agency will contribute its property addressed as 421 N. 10th Street and \$1,336,000 cash to the YMCA in exchange for two of three YMCA-owned parcels on Block 69 North addressed as 1111 W. State Street and 419 N. 11th Street and collectively valued at \$4,461,000. The transaction was contemplated to occur contemporaneously with the subsequent sale of these and other properties to the Developer, subject to the terms and conditions set forth in the forthcoming DDAs.

During further negotiation of the Block 69 North Workforce Housing Project DDA, the Agency and Developer identified an opportunity to increase the efficiency of pre-development of this project with an Amended and Restated Real Property Exchange Agreement which the YMCA has approved and executed. The updates to the Agreement amend it to:

- 1) Include the third YMCA-owned parcel addressed at 1117 W. State Street, and valued at \$2,269,000, in the exchange. And subsequently increasing the Agency's cash participation by such amount to a total of \$3,605,000.
- 2) Assign rights and responsibilities of due diligence to the Developer through an Assignment and Assumption of Rights Agreement between the Agency and Developer and align due diligence timelines to those agreed to within the Block 69 North DDA.
- 3) Require consolidation of the three parcels on Block 69 North into one parcel for redevelopment prior to transacting the land exchange.

These updates allow more direct and efficient review of title and due diligence investigations by Developer and remove a significant delay from Closing to the start of construction that would be caused if consolidation of the parcels were to occur after Closing, as originally anticipated.

Additionally, in an unlikely potential scenario in which the land exchange transacts followed by default or termination of the Block 69 North DDA, the Agency would be in ownership of a full half block, and in a position to issue a new RFP or otherwise dispose of the property as necessitated by the sunset of the Westside District.

Fiscal Notes:

CCDC will contribute \$3,605,000 cash and real property addressed at 421 N. 10th Street for three YMCA-owned parcels collectively valued at \$6,730,000. The Agency has sufficient funds to perform this transaction.

Additional costs for legal counsel and closing costs including title insurance and escrow fees are anticipated which the Agency has budgeted sufficient funds to cover.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1788.

Suggested Motion:

Adopt Resolution 1788 authorizing the Executive Director to execute the Amended and Restated Real Property Exchange Agreement with the Young Men's Christian Association of Boise City.

RESOLUTION NO. 1788

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 AMENDED AND RESTATED REAL PROPERTY EXCHANGE AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, CONCERNING THE DISPOSITION OF REAL PROPERTY PURSUANT TO IDAHO CODE § 50-2011 AND THAT CERTAIN JOINT PROPOSAL FOR THE DISPOSITION OF 421 N. 10TH STREET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho ("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, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries; and,

WHEREAS, 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 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 newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”); and,

WHEREAS, 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 Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated 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 combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”); and,

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) (the “Agency Exchange Property”) for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and 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 (the “Workforce Housing Project”); and,

WHEREAS, a separate entity has been formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (the “Developer”); and,

WHEREAS, Agency and Developer are negotiating the terms of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, includes all or a portion of Block 69 N. obtained pursuant to the Exchange (defined below) and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011; and,

WHEREAS, to determine value, the Agency Exchange Property and the YMCA Parcels were appraised by Langston & Associates, Inc.; and,

WHEREAS, the Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement, pursuant to Resolution No. 1778, dated July 11, 2022, (the “Original Exchange Agreement”) wherein the Agency agreed to exchange the Agency Exchange Property, plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that Developer would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA; and,

WHEREAS, during continued negotiations with the Developer regarding the disposition and development agreement by and between the Agency and the Developer for the disposition

and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels (the "Block 69 North Workforce Housing Development Project DDA"), and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth herein to the Developer; and,

WHEREAS, the Agency desires to exchange its Agency Exchange Property for the YMCA Parcels (the "YMCA Parcels" are now referred to as the "YMCA Exchange Property"), and the YMCA desires to exchange the YMCA Exchange Property for the Agency Exchange Property together with additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the "Exchange"); and,

WHEREAS, the authority of the Agency to convey the Agency Exchange Property pursuant to the Exchange and the Amended and Restated Real Property Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and,

WHEREAS, the parties agree the YMCA Exchange Property's fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the "Additional Funds") so that the Exchange value will be equal; and,

WHEREAS, as described above certain conditions and circumstances have changed since the Original Exchange Agreement was entered into on July 11, 2022, necessitating entering into the Amended and Restated Real Property Exchange Agreement, which repeals, replaces, and supersedes the Original Exchange Agreement; and,

WHEREAS, to coordinate and facilitate access to the Agency Parcels prior to finalization of the Block 69 North Workforce Housing Development Project DDA, and the proposed disposition and development agreement related to the development of the 1010 W. Jefferson parcel, Developer and Agency entered into an Access Agreement on June 6, 2022, to allow Developer to enter onto the Agency Parcels in furtherance of completing Due Diligence Investigations, as further defined therein, in connection with carrying out the Joint Proposal. The Access Agreement was amended by the First Amendment to Access Agreement on June 30, 2022, to add the YMCA as a party and providing Developer access to the YMCA Exchange Property to conduct Due Diligence Investigations, and was further amended to extend the termination date through closing of the Block 69 North Workforce Housing Development Project DDA as set forth in the Second Amendment to Access Agreement (collectively, the Access Agreement, as amended, is referred to as the "Access Agreement"). The Access Agreement is limited to access for purposes of conducting Due Diligence Investigations and does not include a process to address unsatisfactory due diligence results, particularly with regard to the YMCA Exchange Property, as the Developer is not a party to the Original Exchange Agreement; and,

WHEREAS, to facilitate review of the Due Diligence Investigations and title, and as Developer is not a party to the Amended and Restated Real Property Exchange Agreement and the YMCA is not a party to the Block 69 North Workforce Housing Development Project DDA, Agency seeks to assign certain of its rights, interests and obligations under the Amended and Restated Real Property Exchange Agreement to Developer, in general, to conduct Due Diligence Investigations, to notify the YMCA as to whether the Due Diligence Investigations result in satisfactory conditions, to conduct title review on the YMCA Exchange Property, and to confirm closing conditions have been satisfied; and,

WHEREAS, the YMCA also intends to retain the Developer to conduct certain of the Due Diligence Investigations on the Agency Exchange Property on behalf of the YMCA pursuant to a separate agreement between the YMCA and the Developer; and,

WHEREAS, to facilitate development of the YMCA Exchange Property pursuant to the Block 69 North Workforce Housing Development Project DDA, subject to the terms and conditions set forth in the Amended and Restated Real Property Exchange Agreement, the YMCA authorizes the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Exchange Property into one legal lot prior to consummation of the Exchange, including recordation of the record of survey prior to closing (the "Lot Consolidation"); and,

WHEREAS, the Agency and YMCA desire to accomplish the Exchange, subject to the terms and conditions of the Amended and Restated Real Property Exchange Agreement. After the closing of the Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property; and,

WHEREAS, subject to approval by Agency, Developer, and YMCA that the closing conditions under the Exchange have been satisfied, the Exchange may have a Closing Date earlier than the closing pursuant to the terms and conditions set forth in the Block 69 North Workforce Housing Development Project DDA; otherwise the Closing Date of the Exchange will be the same or immediately prior to the Agency's disposition of the YMCA Exchange Property to the Developer pursuant to the terms and conditions of the executed Block 69 North Workforce Housing Development Project DDA. In all events, closing on the Exchange shall be subject to the YMCA's continued right to occupy the YMCA Exchange Property until July 1, 2023; and,

WHEREAS, the Agency has sufficient funds to effectuate this transaction; and

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Amended and Restated Exchange 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 Amended and Restated Real Property Exchange Agreement between the YMCA and the Agency, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter

into the Amended and Restated Real Property Exchange Agreement and to execute all necessary documents required to implement the actions contemplated by the Amended and Restated Real Property Exchange Agreement, including the documents necessary to appropriate and tender THREE MILLION SIX HUNDRED FIVE THOUSAND DOLLARS (\$3,605,000.00), 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 Amended and Restated Real Property Exchange Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Amended and Restated Real Property Exchange Agreement and the comments and discussions received at the October 10, 2022, Agency Board meeting.

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 October 10, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

4870-2498-1045, v. 1

AMENDED AND RESTATED REAL PROPERTY EXCHANGE AGREEMENT

This Amended and Restated Real Property Exchange Agreement (this “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 (the “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, 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 The Young Men’s Christian Association of Boise City, Idaho, an Idaho non-profit corporation (the “YMCA”), and effective as of the date this Agreement is last signed by either of the parties (the “Effective Date”). This Agreement restates in its entirety that certain Real Property Exchange Agreement entered into by and between Agency and YMCA, effective July 11, 2022 (the “Original Exchange Agreement”). Agency and the YMCA may each individually be referred to as a “party” or collectively as the “parties” as appropriate under the circumstances.

I. BACKGROUND

A. 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.

B. 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.

C. 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.”

D. 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.

E. 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”).

F. 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.

G. 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.

H. 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.

I. Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”).

J. 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 Joint Proposal.

K. The Joint Proposal contemplated 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 combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”).

L. The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of an approximately 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 (the “Workforce Housing Project”).

M. A separate entity has been formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (the “Developer”).

N. To determine the value of the parcels contemplated for the exchange, the parcels were appraised by Langston & Associates, Inc.

O. Agency and Developer are negotiating the terms of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, includes all or a portion of Block 69 N. obtained pursuant to the Exchange (defined below) and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

P. The Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Original Exchange Agreement, wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho, and specifically described and shown on **Exhibit A**, attached hereto and incorporated by reference (the “Agency Exchange Property”), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that Developer would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA.

Q. During continued negotiations with the Developer regarding the disposition and development agreement by and between the Agency and the Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels (the “Block 69 North Workforce Housing Development Project DDA”), and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth herein to the Developer.

R. The Agency desires to exchange its Agency Exchange Property for the YMCA Parcels, specifically described in **Exhibit B** and as shown on **Exhibit A**, attached hereto and incorporated by reference (the “YMCA Parcels” are now referred to as the “YMCA Exchange Property”), and the YMCA desires to exchange the YMCA Exchange Property for the Agency Exchange Property together with additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the “Exchange”).

S. The authority of the Agency to convey the Agency Exchange Property pursuant to the Exchange and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency’s issuance of the RFP and by the Agency’s selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal.

T. The parties agree the YMCA Exchange Property’s fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the “Additional Funds”) so that the Exchange value will be equal.

U. As described above certain conditions and circumstances have changed since the Original Exchange Agreement was entered into on July 11, 2022, necessitating entering into this Agreement, which repeals, replaces, and supersedes the Original Exchange Agreement.

V. To coordinate and facilitate access to the Agency Parcels prior to finalization of the Block 69 North Workforce Housing Development Project DDA, and the proposed disposition and development agreement related to the development of the 1010 W. Jefferson parcel, Developer and Agency entered into an Access Agreement on June 6, 2022, to allow Developer to enter onto the Agency Parcels in furtherance of completing Due Diligence Investigations, as further defined therein, in connection with carrying out the Joint Proposal. The Access Agreement was amended by the First Amendment to Access Agreement on June 30, 2022, to add the YMCA as a party and providing Developer access to the YMCA Exchange Property to conduct Due Diligence Investigations, and is in the process of being further amended to extend the termination date through closing of the Block 69 North Workforce Housing Development Project DDA as set forth in the Second Amendment to Access Agreement (collectively, the Access Agreement, as amended, is referred to as the "Access Agreement"). The Access Agreement is limited to access for purposes of conducting Due Diligence Investigations and does not include a process to address unsatisfactory due diligence results, particularly with regard to the YMCA Exchange Property, as the Developer is not a party to this Agreement.

W. To facilitate review of the Due Diligence Investigations and title, and as Developer is not a party to this Agreement and the YMCA is not a party to the Block 69 North Workforce Housing Development Project DDA, Agency seeks to assign certain of its rights, interests and obligations under this Agreement to Developer, in general, to conduct Due Diligence Investigations, to notify the YMCA as to whether the Due Diligence Investigations result in satisfactory conditions, to conduct title review on the YMCA Exchange Property, and to confirm closing conditions have been satisfied.

X. The YMCA also intends to retain the Developer to conduct certain of the Due Diligence Investigations on the Agency Exchange Property on behalf of the YMCA pursuant to a separate agreement between the YMCA and the Developer.

Y. To facilitate development of the YMCA Exchange Property pursuant to the Block 69 North Workforce Housing Development Project DDA, subject to the terms and conditions set forth in this Agreement, the YMCA authorizes the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Exchange Property into one legal lot prior to consummation of the Exchange, including recordation of the record of survey prior to closing (the "Lot Consolidation").

Z. The Agency and YMCA desire to accomplish the Exchange, subject to the terms and conditions set forth below. After the closing of the Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property.

AA. Subject to approval by Agency, Developer, and YMCA that the closing conditions under the Exchange have been satisfied, the Exchange may have a Closing Date earlier than the

closing pursuant to the terms and conditions set forth in the Block 69 North Workforce Housing Development Project DDA; otherwise the Closing Date of the Exchange will be the same or immediately prior to the Agency's disposition of the YMCA Exchange Property to the Developer pursuant to the terms and conditions of the executed Block 69 North Workforce Housing Development Project DDA. In all events, closing on the Exchange shall be subject to the YMCA's continued right to occupy the YMCA Exchange Property until July 1, 2023, as further described below.

BB. As set forth in detail above, it is in the parties' best interests to enter into this Agreement.

II. AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, 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, and hereby further agree as follows:

1. **Exchange.** Subject to all terms, covenants, warranties, undertakings, and conditions contained in this Agreement, the Agency agrees to exchange its Agency Exchange Property, legally described on **Exhibit A**, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the "Additional Funds") for the YMCA Exchange Property, legally described on **Exhibit B**, and YMCA agrees to exchange its YMCA Exchange Property for the Agency Exchange Property, plus receipt of the Additional Funds. The Exchange shall be completed at a closing as provided herein.

2. **The Exchange Properties are not of Equal Value.** The negotiations between the parties, and this Agreement, are premised on the mutual understanding and agreement that the "as-is" values of the Agency Exchange Property and of the YMCA Exchange Property are not equal and the YMCA Exchange Property has higher value. To make the Exchange equal, the Agency intends to also pay the YMCA the Additional Funds at closing.

3. **Closing Date and Termination.**

a. "Closing Date" means the date the deeds held in escrow will be recorded in the office of the Ada County Recorder and the Additional Funds are available for distribution from the Escrow to YMCA, notwithstanding that such funds may not actually be distributed until the following day due to wire transfer deadlines or similar circumstances.

b. It is generally contemplated the Closing Date will be contemporaneous with the closing date set forth in the Block 69 North Workforce Housing Development Project DDA; however, the parties may elect to close under this Agreement earlier subject to approval by YMCA, Agency, and Developer that the closing conditions under this Agreement have been satisfied.

c. The outside date for the Closing Date is December 15, 2023. Failure to

close on or before December 15, 2023, means this Agreement terminates as of December 16, 2023, without further action of either party, unless extended in writing signed by both parties.

d. In the event the Lot Consolidation has been completed and the Agreement is terminated by the Agency prior to closing, and the YMCA is not in default, upon request of the YMCA, the Developer will cooperate in the process of returning the YMCA Exchange Property to three separate lots pursuant to a minor land division, or other process as may be determined by the City, and will be responsible to fund the same.

e. Termination of the Block 69 North Workforce Housing Development Project DDA or the 1010 W. Jefferson DDA prior to closing under this Agreement results in an automatic termination of this Agreement unless otherwise agreed to by the parties.

4. **YMCA Post-Closing Occupancy Rights.** The YMCA shall have the right to continue to occupy and use the YMCA Exchange Property for any office use and parking, rent-free, consistent with the YMCA's current use of the YMCA Exchange Property through the later of the Closing Date or July 1, 2023. If the Agency and Developer, subject to satisfaction or waiver by all parties of the closing conditions, desire to close the Exchange prior to July 1, 2023, the Agency shall enter into a lease agreement with the YMCA to provide for the YMCA's continued use of the YMCA Exchange Property during such period. The lease agreement will contain customary insurance and indemnification provisions, and the YMCA will continue to be responsible for utilities and operating costs during such period; provided, however, the YMCA shall not be required to pay any rent to the Agency or Developer under the lease or pay any real property taxes or make any repairs or improvements to the YMCA Exchange Property. The Agency agrees that any further transfer of the YMCA Exchange Property to the Developer prior to July 1, 2023, will be subject to the YMCA's rights granted herein as evidenced by a lease.

5. **Due Diligence Period.**

a. Beginning on the Effective Date and continuing for one hundred and twenty (120) days from the Effective Date of Block 69 North Workforce Housing Development Project DDA (the "Due Diligence Period"), and subject to the terms and conditions of the Access Agreement, each of the parties, at its own cost and expense, may make such non-destructive inspections, surveys, investigations, and other examinations of the property it is acquiring (Agency Exchange Property by YMCA, the YMCA Exchange Property by the Agency) (the "Due Diligence Investigations"), including a review of any reports, testing results, studies, or other information related to the property it is acquiring (the "Due Diligence Materials") all as further described in the Access Agreement, as the acquiring party, in its sole discretion, deems advisable. The Agency shall provide the YMCA with written notice of the Effective Date of the Block 69 North Workforce Housing Development Project DDA and the corresponding expiration of the Due Diligence Period within two (2) business days following finalization of the Block 69 North Workforce Housing Development Project DDA (the "Due Diligence Period Notice").

b. If the Due Diligence Investigations of the property it is acquiring (Agency Exchange Property by YMCA, the YMCA Exchange Property by the Agency) is not satisfactory to the acquiring party for any reason, or no reason whatsoever, then at any time on or before the

expiration of the Due Diligence Period, the acquiring party shall give written notice of termination of this Agreement to the other party. On such termination, all rights and obligations of the parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Failure to provide such written notice prior to the expiration of the Due Diligence Period shall be deemed the acquiring party's approval of its Due Diligence Investigations of the property it is acquiring, including, without limitation, the Due Diligence Materials. Notwithstanding the foregoing, the YMCA shall have (1) additional day for each day the Due Diligence Period Notice is late to conduct its Due Diligence Investigations of the Agency Exchange Property and to provide a termination notice pursuant to this paragraph.

c. During the Due Diligence Period and any extensions thereof, either party may terminate this Agreement for any reason.

d. Access and Use.

i. Access to the Agency Exchange Property and the YMCA Exchange Property for Due Diligence Investigations is governed by the Access Agreement, as may be amended from time to time, wherein Agency and the YMCA granted Developer, and its agents, representatives, consultants and contractors, a limited, revocable license and right to conduct Due Diligence Investigations (defined in the Access Agreement) for the Due Diligence Period.

ii. Further, as set forth in Section 5(a), the parties acknowledge the intent of the Developer and Agency to enter into the Block 69 North Workforce Housing Development Project DDA concerning the conveyance of the YMCA Exchange Property acquired by the Agency pursuant to Exchange, subject to the terms of this Agreement, to the Developer. It is the Agency's intent that Developer conduct, and at its own cost and expense, such Due Diligence Investigations of the YMCA Exchange Property, as may be necessary, including, but not limited to, a Phase 1 Environmental and geotechnical study, and any other due diligence as may be conducted by Developer under this Agreement, the Access Agreement and the terms of the Block 69 North Workforce Housing Development Project DDA (if any), and that YMCA expressly permits Developer to access the YMCA Exchange Property during the Due Diligence Period for these purposes, which access may be set forth in: (i) a separate agreement between the Developer and YMCA, including indemnification and insurance provisions, or; (ii) the Access Agreement:

iii. To further permit the parties to conduct their examinations, studies, surveys, inspections, and investigations during the Due Diligence Period, each party shall provide the other party, and Developer, with all documents and information in such party's possession reasonably requested in connection with the property to be acquired. Each party agrees to retain all such information on a confidential basis to the extent allowed by law.

iv. Up to the Closing Date, the Agency intends the Agency Exchange Property will be leased to third parties for certain temporary uses, including, but not limited to construction offices and/or use of parking facilities for staging.

e. Review of Title; Approved Title Exceptions.

Agency and YMCA shall accept title to the Agency Exchange Property and the YMCA Exchange Property pursuant to the Exchange subject only to the Permitted Title Exceptions, as defined herein. Title review as set forth in this section shall follow the later of (i) timelines set forth below, or (ii) those set forth in the fully executed Block 69 North Workforce Housing Development Project DDA (provided the YMCA is given written notice of the timeline). It is recognized by the parties that Developer, pursuant to any fully executed Block 69 North Workforce Housing Development Project DDA, will have an interest in the YMCA Exchange Property. To facilitate the disposition of the YMCA Exchange Property, the parties agree to work collaboratively and exchange information with Developer through the title review process.

If not previously provided, as soon as practicable following the Effective Date, Agency and YMCA, with a copy to Developer, shall obtain a preliminary commitment for title insurance for each parcel to the Exchange (each, a "Title Commitment") and an ALTA survey of each parcel to the Exchange (each, a "Survey"). Each party and the Developer shall have thirty (30) days following the date each party and the Developer has received both the Survey and Title Commitment to notify the other party of its disapproval of any exception shown in the Title Report ("Title Objections") or any objection to the Survey.

If Agency and/or YMCA do not give such notice within such thirty (30) day period, such failure shall be conclusively deemed to be the other party's approval of those matters, unless the Developer is allowed additional time to make Title Objections as to the YMCA Exchange Property set forth in any fully executed Block 69 North Workforce Housing Development Project DDA, or other separate agreement between the Developer, YMCA and Agency addressing title review.

If Agency, YMCA and/or Developer has any Title Objections, the respective entity shall have thirty (30) days after receipt thereof to notify the other that it (a) will cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to the Agency, YMCA and/or Developer, as the case may be. Each party's and/or Developer's failure to notify the other within such thirty (30) day period as to any Title Objections shall be deemed an election by the party not to remove or have the Title Company insure over such Title Objections. The failure to cure any Title Objection as specifically agreed to by the parties constitutes a breach of this Agreement.

If Agency, YMCA and/or Developer notifies or is deemed to have notified the other party that it shall not remove nor have the title insure over any or all of the Title Objections, then Agency and/or YMCA, as the case may be, shall have ten (10) business days to respond to the respective Title Objections to either (a) terminate this Agreement; or (b) waive such Title Objections and proceed to Closing, without any adjustment in the value of the Exchange on account of such Title Objections; or (c) propose an adjustment in the value of the Exchange on account of such Title Objections, which the applicable party shall have two (2) business days to accept or reject.

If Agency, YMCA and/or Developer does not give notice within said period, then Agency, YMCA and/or Developer shall be deemed to have elected to waive the Title Objections.

Not less than twenty (20) business days prior to the close of escrow, which may be the same Closing Date as set forth in the Block 69 North Workforce Housing Development Project DDA, or earlier subject to approval by the YMCA, Agency and Developer that the closing conditions under this Agreement have been satisfied, Agency, YMCA and Developer shall obtain supplements to each Title Commitment (with the understanding that the parties and the Developer shall have the right to order updates to the preliminary title report at any time prior to close of escrow) disclosing any new title matters that may adversely affect the parcels to the Exchange, not previously disclosed. Each party and the Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify the other party of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Agency, Developer and/or YMCA do not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Agency, YMCA and/or Developer's approval of those matters, unless otherwise set forth in the Block 69 North Workforce Housing Development Project DDA.

If Agency, Developer and/or YMCA has any Supplemental Title Objections, the respective entity shall have five (5) business days after receipt thereof to notify the other that it (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to the Agency, Developer and/or YMCA, as the case may be. Unless otherwise set forth in the Block 69 North Workforce Housing Development Project DDA, the Agency, YMCA, or Developer's failure to notify the other within such five (5) business day period as to any Supplemental Title Objections shall be deemed an election by the party and the Developer not to remove or have the title company insure over such Supplemental Title Objections. The failure to cure any Supplemental Title Objection as specifically agreed to by the Agency, YMCA and Developer constitutes a breach of this Agreement.

If Agency, Developer and/or YMCA notifies or is deemed to have notified the other that it shall not remove nor have the title insure over any or all of the Supplemental Title Objections, then Agency and/or YMCA, as the case may be, shall have three (3) business days to respond to the other's Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive such Supplemental Title Objections and proceed to Closing, without any adjustment in the value of the Exchange on account of such Supplemental Title Objections; or (c) propose an adjustment in the value of the Exchange on account of such Supplemental Title Objections, which the applicable party shall have two (2) business days to accept or reject. To the extent there is an unforeseen encumbrance clouding title, the parties agree to promptly and reasonably cooperate with each other in good faith to resolve the title issue to allow the transaction to proceed.

If Agency, Developer and/or YMCA does not give notice within said period, then Agency, YMCA and/or Developer shall be deemed to have elected to waive the Supplemental Title Objections.

All exceptions to a Title Commitment, as supplemented prior to Closing, that are not objected to by the Agency, YMCA or Developer, or are not agreed to be cured or insured over by the other shall be "Permitted Exceptions" on the applicable final title policy; provided, however, in no event shall the standard pre-printed exceptions on the Title Commitment be "Permitted Exceptions" for purposes of the deeds.

Each party and Developer shall be entitled to request additional endorsements to the final title policy and to obtain extended coverage title insurance, at no cost or expense to the other but with the Agency, Developer and/or YMCA's, as the case may be, reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner's affidavit required by the Title Company, unless the same are necessary to satisfy or remove any Title Objection or Supplemental Title Objections in which case the endorsement(s) will be paid for by the party required to remove the Title Objection or Supplemental Title Objection.

6. **Lot Consolidation.** Prior to Closing, the YMCA agrees to allow the Developer to pursue, at its sole cost and expense, surveying and governmental approval to accomplish the Lot Consolidation, and the YMCA will reasonably cooperate in this effort including signing a limited statement of legal interest or such similar required document. The YMCA will approve recordation of the record of survey to complete the Lot Consolidation and close the Exchange after satisfaction of the following conditions ("Lot Consolidation Conditions"):

a. Either the Due Diligence Period has expired or the parties and Developer have provided written notice that they are satisfied with the condition of the Agency Exchange Property and YMCA Exchange Property and that they waive their rights to terminate this Agreement or any other agreement based on the condition of such properties.

b. The parties and the Developer have approved title (in its then existing condition, but subject to further right to make Supplemental Title Objections) to the YMCA Exchange Property and the Agency Exchange Property.

c. The YMCA and the Developer have entered into a master development agreement setting forth the terms and conditions for the development by the Developer of the new downtown YMCA on Block 68 North.

7. **Conditions to Closing.**

a. Closing shall be subject to each and all of the following conditions:

i. Each party, in its sole discretion, shall determine that the properties are suitable for their intended uses taking into consideration any factor deemed relevant by either party, including satisfaction with the environmental condition of the property by conducting or obtaining, during the Due Diligence Period, such

reports, studies, tests, or investigations as it may choose to undertake on the property that it will acquire in the Exchange.

ii. Each party may investigate, review, and ascertain the zoning classification and status, and the existence of any other land use regulations or controls, applicable to the property it will acquire in the Exchange. Any change a party may seek to the land-use zoning applicable to any parcel(s) under the ordinances of the City together with any land-use or other permits from any governmental entity required to utilize the respective parcel(s) shall be and remain the responsibility of each party.

iii. TitleOne Corporation (the "Title Company"), is unconditionally and irrevocably committed to issue at Closing (defined below) an ALTA standard coverage owner's title policy, or, upon a party's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring (i) YMCA's title to the Agency Exchange Property; and (ii) Agency's title to the YMCA's Exchange Property; in the amount of the value of the Exchange, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under each party; items disclosed by the survey; items that would have been disclosed by a physical inspection of each property on the Effective Date; real estate taxes not yet due and payable (if any); the documents to be recorded under this Agreement; any mutually agreed upon Supplemental Title Objections; and the exceptions disclosed in the Title Report. If any party requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions. It is recognized by the parties that Developer, pursuant to any fully executed Block 69 North Workforce Housing Development Project DDA, will have a similar closing condition. To facilitate the disposition of the YMCA Exchange Property, the parties agree to work collaboratively and exchange information with Developer through the title review process.

iv. The Lot Consolidation Conditions have been satisfied.

v. Each party, in its sole discretion, shall determine that the property it is acquiring is legally described in a manner acceptable for conveying full and marketable title.

vi. Each party has performed all of its obligations under this Agreement.

vii. The truth and correctness of each and every representation and warranty of the parties, as contained in Section 8 of this Agreement, entitled "Representations and Warranties," shall be an express condition of closing.

viii. YMCA and Developer have terminated that certain Option to Purchase Agreement between YMCA and Developer, dated August 18, 2021.

ix. Agency and Developer have entered into the Block 69 North Workforce Housing Development Project DDA, the parties are not in default under the terms and conditions of the Block 69 North Workforce Housing Development Project DDA and have satisfied and/or waived the closing conditions therein and will contemporaneously close the transaction on the Closing Date, resulting in the Agency disposition of the YMCA Exchange Property to the Developer following closing under this Agreement. The parties may elect to close the Exchange earlier and in that instance the parties may waive all or a portion of this Closing Condition.

x. Agency and Developer have entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA, and the parties are not in default thereunder.

xi. Each party shall deliver a Closing Certificate in a form agreed to by the parties confirming conditions to close have been satisfied as of the Closing Date.

xii. Agency and YMCA have executed a restrictive covenant as to the Agency Exchange Property limiting Demolition Work (defined below).

xiii. Agency and YMCA have entered into a lease if the Exchange is to close prior to July 1, 2023.

b. Each party shall proceed diligently and in good faith to attempt to see that each of the foregoing Conditions to Closing is satisfied.

c. Each party shall pay the expenses it incurs in satisfying or attempting to satisfy the Conditions to Closing, except as otherwise provided in this Agreement.

d. Notwithstanding the execution of this Agreement, either party may terminate this Agreement without liability prior to the end of the Due Diligence Period.

e. Closing costs will be split equally between the parties and paid at the time of closing.

f. Satisfaction of Conditions.

Where satisfaction of any of the foregoing conditions requires action by YMCA or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been satisfied, then the party that is aware of the status of the condition shall immediately notify the other party.

g. Waiver.

Each party may at any time or times, at its election, waive any of the Closing Conditions set forth in Section 7, but any such waiver shall be effective only if contained in a writing signed by the waiving party and delivered to the other party.

h. Termination.

In the event each party has not fulfilled the Closing Conditions by the outside date for the Closing Date, or such earlier time period as provided for herein, and the Closing Conditions have not been waived by the parties, and provided the party is not in default of this Agreement, the other party may at its option terminate this Agreement and the Escrow opened hereunder. In the event this Agreement is terminated, all closing documents and funds (if any) delivered by the parties or Escrow Agent shall be returned immediately to the appropriate party.

8. Representations and Warranties.

a. Agency's Representations and Warranties. The Agency represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of the Agency, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of the Agency, enforceable against the Agency, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, the Agency will transfer the Agency Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the Agency Exchange Property.

iii. No Conflict. The execution, delivery, and performance by the Agency of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any statute, law, rule, or regulation, or any judgment, order, or decree of any governmental authority or court with jurisdiction, and no consent, approval, authorization, or order of, or qualification with, any person, entity, or governmental authority is required for performance by the Agency of its obligations under this Agreement, or any other agreement contemplated hereby.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the Agency, threatened investigations, actions, suits, proceedings, or claims against or affecting the Agency Exchange Property, at law or in equity, or

before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. The Agency has no knowledge that the Agency Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Exchange will not contravene, violate, or cause a default under any contract or agreement. The Agency is not in material default under any contract or agreement relating to or affecting the Agency Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. The Agency is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the Agency Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of the Agency, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the Agency Exchange Property.

viii. Taxes and Assessments. All real and personal property taxes relating to the Agency Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the Agency Exchange Property is located, there are, to the knowledge of the Agency, no existing or proposed assessments that have, or may, become a lien on the Agency Exchange Property.

ix. Environment. Other than as disclosed in writing to YMCA within ten (10) days from the Effective Date of this Agreement: (i) the Agency has not engaged in, or permitted, any operations or activities upon, or any use or occupancy of the Agency Exchange Property, or any portion thereof, for the purpose of, or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the Agency Exchange Property, or transported any Hazardous Materials to, from, across, or through the Agency Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (ii) to the knowledge of the Agency, no person has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Agency Exchange Property, or any portion thereof, for the purpose of, or in any material way involving, the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous

Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the Agency Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iii) to the knowledge of the Agency, no Hazardous Materials are presently or currently constructed, deposited, stored, or otherwise located on, under, in, or about the Agency Exchange Property except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the Agency Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iv) to the knowledge of the Agency, no Hazardous Materials have migrated from the Agency Exchange Property to, upon, across, about, or beneath any other property or properties; and (v) to the knowledge of the Agency, no Hazardous Materials have migrated, or threatened to migrate, from any other property or properties to, upon, across, about, or beneath the Agency Exchange Property.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Agency Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the Agency Property as a result of labor performed or materials furnished and contracted for by the Agency.

b. YMCA's Representations and Warranties. YMCA represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of YMCA, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of YMCA, enforceable against YMCA, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, YMCA will transfer the YMCA Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the YMCA Exchange Property.

iii. No Conflict. The execution, delivery, and performance by YMCA of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any existing contract, agreement or conflict with any other obligation undertaken by YMCA.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the YMCA, threatened investigations, actions, suits, proceedings, or claims against or affecting the YMCA Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. YMCA has no knowledge that the YMCA Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Exchange will not contravene, violate, or cause a default under any contract or agreement. YMCA is not in material default under any contract or agreement relating to or affecting the YMCA Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. YMCA is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the YMCA Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of YMCA, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the YMCA Exchange Property. However, Agency is hereby advised that the YMCA Exchange Property is subject to that certain Property Use Agreement, dated May 5, 2022 and expiring no later than May 5, 2023, by and between YMCA and the Ada County Highway District, a body politic and corporate of the State of Idaho ("ACHD"), which allows ACHD to have temporary use and occupancy of certain portions of the YMCA Exchange Property for purposes of pavement and sidewalk rehabilitation.

viii. Taxes and Assessments. All real and personal property taxes relating to the YMCA Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the YMCA Exchange Property is located, there are, to the knowledge of the YMCA, no existing or proposed assessments that have, or may, become a lien on the YMCA Exchange Property.

ix. Environment. Other than as disclosed in writing to the Agency within ten (10) days from the Effective Date of this Agreement: (i) YMCA has not engaged in, or permitted, any operations or activities upon, or any use or occupancy of the YMCA Exchange Property, or any portion thereof, for the purpose of, or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the YMCA Exchange Property, or transported any Hazardous Materials to, from, across, or through the YMCA Exchange Property, except in all cases in material

compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (ii) to the knowledge of YMCA, no person has engaged in or permitted any operations or activities upon, or any use or occupancy of, the YMCA Exchange Property, or any portion thereof, for the purpose of, or in any material way involving, the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in, or about the YMCA Exchange Property, except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iii) to the knowledge of YMCA, no Hazardous Materials are presently or currently constructed, deposited, stored, or otherwise located on, under, in, or about the YMCA Exchange Property except in all cases in material compliance with Environmental Requirements and only in the course of legitimate business operations at the YMCA Exchange Property (which shall not include any business primarily or substantially devoted to the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of Hazardous Materials); (iv) to the knowledge of YMCA, no Hazardous Materials have migrated from the YMCA Exchange Property to, upon, across, about, or beneath any other property or properties; and (v) to the knowledge of YMCA, no Hazardous Materials have migrated, or threatened to migrate, from any other property or properties to, upon, across, about, or beneath the YMCA Exchange Property.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the YMCA Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the YMCA Exchange Property as a result of labor performed or materials furnished and contracted for by the YMCA.

c. Definitions. For purposes of this Agreement:

i. "Hazardous Materials" shall be defined as set forth in Title 42, U.S.C. §§ 9601, 9603, and 6991 (or the corresponding provision of any future law).

ii. "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the state of Idaho, and all political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders relating to the protection of human health or the

environment, including, without limitation: (i) all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

iii. With respect to YMCA, the term “knowledge” when used in this Agreement means the actual knowledge of the Chief Executive Officer and Chief Financial Officer of YMCA.

iv. With respect to Agency, the term “knowledge” when used in this Agreement means the actual knowledge of the Executive Director and the Agency Board Chair.

d. Delivery of Possession “As Is” and “With All Faults.”

i. YMCA Acknowledgments Re: the Agency Exchange Property. YMCA acknowledges that no representation or warranty has been made by Agency concerning the Agency Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. YMCA will have the opportunity to examine the Agency Exchange Property. At Closing, YMCA’s acceptance of the Agency Exchange Property, subject to the Due Diligence Investigations, shall be in its “as is” and “where is” condition, with all faults. Agency’s representations and warranties will not survive the Closing and recording of the Deed.

ii. Agency Acknowledgments Re: the YMCA Exchange Property. The Agency acknowledges that no representation or warranty has been made by YMCA concerning the YMCA Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. The Agency will have the opportunity to examine the YMCA Exchange Property. At Closing, the Agency’s acceptance of the YMCA Exchange Property, subject to the Due Diligence Investigations, shall be in its “as is” and “where is” condition, with all faults. YMCA’s representations and warranties will not survive the Closing and recording of the Deed.

iii. No rights, easements, or licenses, implied or otherwise, are or shall be acquired by either party hereunder, except as expressly set forth in this Agreement or those that are appurtenant to the applicable property, which appurtenances will be conveyed with the Deeds.

9. **Closing and Related Matters.**

a. If, during the Due Diligence Period or any extension thereof, each party notifies the other that it accepts the condition of the property to be acquired, then the closing of the Exchange shall occur at such time as the parties may agree in writing (the "Closing" or "Closing Date").

b. Closing shall occur under the following terms and conditions:

i. Title shall be conveyed by special warranty deed, free and clear of all matters except the Permitted Exceptions for each property (each, a "Deed"). Unless otherwise agreed upon in writing, the special warranty deeds shall be in substantially the form attached as **Exhibit C** (attached and incorporated).

ii. Taxes (if any), utilities (if any), assessments, and other charges typically prorated in Ada County, Idaho, shall be prorated as of the Closing Date.

iii. Each party shall pay the costs of obtaining whatever policy of title insurance covering the parcel it is obtaining in this Exchange as such party elects to obtain.

iv. Possession shall pass to the acquiring party as of Closing, and shall be delivered vacant, free and clear of all tenancies, occupancies, or other rights thereto (unless otherwise agreed to by the parties or pursuant to Section 4). Unless otherwise agreed by the parties, all furniture, fixtures, and equipment (FFE) shall be removed from the YMCA Exchange Property and the Agency Exchange Property, and to the extent feasible, the FFE shall be recycled and/or reused.

10. **Assignment to Developer.** To facilitate review of the Due Diligence Investigations and title, as well as the Lot Consolidation process, and as Developer is not a party to this Agreement and the YMCA is not a party to the Block 69 North Workforce Housing Development Project DDA, the YMCA specifically consents to the assignment of Agency's rights, interests and obligations related to the YMCA Exchange Property to Developer, or its successor, to review and approve the Due Diligence Investigations, title review, Lot Consolidation and certain closing conditions related to the condition of the YMCA Exchange Property, as may be further set forth in a separate assignment and assumption agreement between the Agency and the Developer. The parties further acknowledge and agree that the Developer will be conducting certain Due Diligence Investigations pertaining to the Agency Exchange Property on behalf of the YMCA.

11. **Approval by Appropriate Authority.** Each party, for itself, acknowledges that (i) this Agreement, even though agreed upon by the Agency's representatives, is not binding upon the Agency until such time as the Agency Board adopts a resolution approving this Agreement and authorizing the Board Chair and/or the Executive Director to execute this Agreement on behalf of the Agency; and (2) this Agreement, even though agreed upon by the YMCA's representatives, is not binding upon the YMCA until such time as the YMCA Board, or its designees, as may be authorized by the YMCA's bylaws, adopts a resolution approving this Agreement and authorizing

an officer or other representative of the YMCA to execute and this Agreement on behalf of the YMCA.

12. **Limited Purpose; No Waiver.** This Agreement is intended to be applicable to, and shall be interpreted and used for, the limited purposes expressly contained herein. Nothing contained herein is intended, nor shall it be construed, as a waiver of any permit, authorization, license, approval, certification, or other condition, obligation, or prerequisite required by the Agency or any other governmental agency or entity. Additionally, nothing contained herein is intended, nor shall it be construed, as the Agency's approval, authorization, or permission for any development or construction.

13. **Default.**

a. A party shall be in "default" of this Agreement if that party fails to perform its obligations hereunder and fails to cure or remedy such failure within thirty (30) days after receipt of written notice from the party claiming the default, specifying the nature of such default. In the event of default, the non-defaulting party may pursue any remedies available at law or in equity, up to and including termination of this Agreement.

b. A default under any agreement the YMCA is a party to related to the development contemplated in the Joint Proposal that cannot be cured constitutes a default under this Agreement and the parties declare it is their intention that this Agreement be terminated within thirty (30) days after receipt of written notice from the Agency advising of the termination.

14. **Brokers.** Each party represents and warrants to the other that it has not dealt with any broker or finder with regard to this Exchange. If any claims for brokers' or finders' fees or commissions are made in connection with the negotiation, execution, or consummation of this Agreement, the Agency shall indemnify, defend, and hold harmless YMCA from and against such claims if they are based upon any statement, representation, or agreement made by the Agency, and YMCA shall indemnify, defend, and hold harmless the Agency from and against such claims if they are based upon any statement, representation, or agreement made by YMCA.

15. **Attorneys' Fees.** In the event of litigation between the parties, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the nonprevailing party all actual costs, actual damages and actual expenses, including attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees or charges, expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

16. **Force Majeure.** Neither party shall be liable for, or be in default of this Agreement based on, its failure to perform any obligation hereunder if such failure is the result of war, insurrection, strikes, lockouts, walkouts, riots, flood, earthquakes, fire or other casualty, the elements or acts of God, or other causes, other than financial, beyond a party's reasonable control.

17. **Risk of Loss.** Until delivery of the deeds, risk of loss by fire or other casualty is assumed by the Agency for the Agency Exchange Property and by YMCA for the YMCA Exchange Property.

18. **Demolition Work.** The Agency Exchange Property will be conveyed with a restrictive covenant providing the YMCA will not destroy, raze, tear down, break into pieces (the "Demolition Work") the structure or adjacent parking lot on the Agency Exchange Property solely for the purpose of constructing a surface parking lot.

19. **Miscellaneous.**

a. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof. No extension, change, modification, or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by either party, and no notice of any extension, change, modification, or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification, or amendment is sought, and then only to the extent set forth in such instrument.

b. 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 provision of this Agreement.

c. Construction. Each party has been represented by legal counsel in drafting and negotiating this Agreement or has had the opportunity to consult with legal counsel and has chosen not to do so. In all cases, this Agreement shall be construed and interpreted according to its fair meaning, and not for or against either party, regardless of which party caused the drafting of this Agreement or any of its terms.

d. Counterparts. This Agreement may be executed in two (2) counterparts, and each counterpart shall be deemed an original and both of which shall constitute one and the same instrument.

e. Successors and Assigns. The terms and conditions hereof shall be binding upon and inure to the benefit of the respective parties, their administrators, executors, successors, and assigns. Except with respect to the assignment to the Developer of certain rights to conduct Due Diligence Investigations, title review, Lot Consolidation and certain closing conditions related to the condition of the YMCA Exchange Property, and provide notices associated therewith, which is expressly permitted, neither party may assign this Agreement without the other party's prior written consent.

f. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

g. Further Assurances. Each party shall cooperate fully with the other and execute such further instruments, documents, and agreements and give such further written assurances as may be reasonably requested to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

h. Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.

i. Notice. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by electronic mail or facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mail, (c) the day of delivery to the overnight courier, or (d) the day electronic mail or facsimile delivery is electronically confirmed.

Agency:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

With a copy to:

Meghan S. Conrad
Elam and Burke, P.A.
251 E. Front Street, Suite 300
Boise, ID 83702
Email: msc@elamburke.com

YMCA:

David Duro, CEO
1177 W. State Street
Boise, ID 83702
Email: David.Duro@ymcatvidaho.org

With a copy to:

Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 83702
Email: kdm@givenspursley.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

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

j. Good Faith Cooperation. In the event unforeseen circumstances arise and/or due to the acts of a third party, either or both of the parties cannot perform the duties and obligations set forth in this Agreement, the parties agree to cooperate and in good faith to meet and work collaboratively to resolve the issue so that the parties may perform their obligations in this Agreement and to cause the transaction contemplated by this Agreement to be carried out promptly in accordance with its terms, or as may be amended. The parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement. The parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or which may be reasonably requested by any party to establish, maintain, and protect the respective rights and remedies of any party to carry out and effect the intent and purposes of this Agreement.

The parties shall work collaboratively to perform their duties under this Agreement in a manner that helps reinforce the collective goals of the parties and Developer as set forth in the Joint Proposal; however, nothing in this paragraph shall limit the parties' rights or remedies under this Agreement as each faithfully performs its duties.

[signatures on the following page]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.
End of Agreement | Signatures appear on the following page.


<p>_____, 2022</p>	<p><u>AGENCY</u> THE URBAN RENEWAL AGENCY OF BOISE CITY, also known as CAPITAL AGENCY DEVELOPMENT CORPORATION</p> <p>_____ John Brunelle, Executive Director</p>
<p><u>10/3/2022</u>, 2022</p>	<p><u>YMCA</u> YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO</p> <p>By: <u></u> Title: <u>CEO</u></p>

Exhibit A

Agency Exchange Property Legal Description and Map Showing the Location of the Agency Exchange Property and the YMCA Exchange Property

Legal Description:

Agency Parcel: 421 N. 10th Street, Boise, Idaho 83702 - 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.

Map:



Exhibit B

YMCA Exchange Property Legal Description

YMCA Parcel: 1111 W. State Street, Boise, Idaho 83702– 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 southwest 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 southwest 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 Street, Boise, Idaho 83702- 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 $54^{\circ}48'05''$ East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South $35^{\circ}12'20''$ West, 120.02 feet;

Thence leaving said southeasterly boundary line North $54^{\circ}48'05''$ West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North $35^{\circ}12'39''$ East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– 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.

Exhibit C

Special Warranty Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration received and other good and valuable consideration, the receipt of which is hereby acknowledged, [insert name of grantor] ("Grantor"), conveys and specially warrants to [insert name of grantee], ("Grantee"), whose address is [insert grantee address], and [his, her, its] successors and assigns forever the following described real property (the "Premises"):

[insert legal description]

SUBJECT TO taxes and assessments for the year [insert year] and all subsequent years, those matters set forth on Exhibit ____, attached hereto ("Permitted Exceptions"), all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, minerals, mineral rights, and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said Premises; that the Premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting the Permitted Exceptions, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this _____ day of _____, 20____.

[Grantor's Name]

STATE OF IDAHO)
) ss.

County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me
on the oath of _____), to be the person whose name is subscribed
to the within instrument and acknowledged to me that [he/she/they] executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

STATE OF IDAHO)
) ss.

County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me on
the oath of _____) to be the _____ of
_____, the limited liability company that executed the instrument
or the person who executed the instrument on behalf of said limited liability company, and
acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me on the
oath of _____) to be the president, or vice-president, or secretary
or assistant secretary, of _____, the corporation that executed the
instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____



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AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1789 – Block 68 Catalytic Redevelopment Project, Block 69N Disposition and Development Agreement		Date: October 10, 2022
Staff Contact: Doug Woodruff, Development Director Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1789 2) Disposition and Development Agreement	
Action: Adopt Resolution 1789 to authorize the Agency Executive Director to execute the Disposition and Development Agreement with Block 69 North Development LLC		

Background:

CCDC published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District in May 2021. The RFP offered two properties (421 North 10th Street and 1010 West Jefferson) along with participation in public infrastructure and \$10M to purchase a Mobility Hub. In exchange for its participation, the Agency expected proposals to deliver 225 units of housing (with 155 units attainable for Boise's workforce), integrate and enhance mobility plans and infrastructure, utilize aspirational architecture to improve the urban environment, and catalyze economic development.

In December 2021, the Board of Commissioners elected to advance negotiations with the development team led by Edlen & Company and deChase Miksis. The resulting Agreement to Negotiate Exclusively (ANE) with Block 68 Development LLC (Developer) was approved by the Board on March 14, 2022, with a term of 180 days and possible extension of 60 days to negotiate Disposition and Development Agreement (DDAs). The Agency granted a 30-day extension on September 7, 2022, resulting in a deadline to execute DDAs of October 12, 2022.

The Agency and Developer plan to enter two DDAs – one for the Mixed-Use Housing & Mobility Hub Project on 1010 W. Jefferson Street, or Block 68 South, and one for the Workforce Housing Project involving the exchange of 421 N. 10th Street for YMCA-owned parcels on the north half of the block bound by 11th/10th Streets and Jefferson/State Streets, or Block 69 North.

To facilitate development of the Workforce Housing Project intended to deliver the attainable housing required by CCDC's RFP on Block 69 North, CCDC and the YMCA executed a Land Exchange Agreement on July 7, 2022. The Agency Board will consider approval of an Amended and Restated Land Exchange Agreement on October 10, 2022, upon which the Block 69 North Workforce Housing Project DDA (Block 69N DDA) is premised.

The Project:

With the Mixed-Use Residential & Mobility Hub Project (the DDA for which will be presented to the Board in December 2022), the Workforce Housing Project continues to be responsive to the

RFP. Consistent with the proposal, the Workforce Housing Project will include approximately 220 housing units, 10,000 square feet of ground-floor commercial space (currently anticipated to house YMCA childcare facilities), and 45 on-site parking stalls. A minimum of 155 housing units will be rent-restricted for 15 years after project completion; 25 of these will be rented for no more than 30% of 80% of Area Median Income (AMI) and 130 will be rented for no more than 30% of 120% AMI; remaining units will be unrestricted.

The proposed project has been improved in response to the Board's request to include more rent-restricted two-bedroom units in the Project and now includes twice as many two-bedroom units as the original proposal in each rent category (80% AMI, 120% AMI, and market rate) and features a greater variety of unit types. This update supports the intention of the RFP to fulfill unmet housing needs with an increased variety of housing types and price points available to Boise's workforce and their families.

Agency Participation:

Over the past nine months development costs drastically rose and threatened the feasibility of the Workforce Housing Project. To enable the project to continue, the Agency and Developer have negotiated to increase Agency participation in return for Developer's income qualification of residents of the rent-restricted units. Income qualification adds a layer of accountability and oversight to ensure that rent-restricted units benefit the intended households. Additional support was made possible in two ways, by:

1. Increasing the potential land discount from \$3,125,000 (the value of 421 N. 10th Street) to \$4,461,000 (upon acquiring Block 69 North, CCDC would be legally capable of discounting the land up to its total value of \$6,730,000 but the Westside District budget limits the total discount possible), and
2. Reducing the cost of development via an agreement to offer 65 monthly Block 68 South Mobility Hub parking passes to residents of Block 69 North. This parking agreement leverages the ParkBOI system to support the development of attainable housing, ensuring the economic resilience and vitality of downtown Boise. This operational decision saves the Workforce Housing Project over \$3.5M. (The ParkBOI first-hour free program is a precedent example of the Agency using its operation of parking system to support downtown economic development.)

As contemplated in the RFP, the Agency plans to also reimburse Developer's expenses incurred constructing public improvements, which may include a portion of the Rebuild 11th Street Blocks scope. To accomplish this, the Agency and Developer will enter a Type 4 Agreement no later than 180 days from the Effective Date of the Block 69N DDA, at which time a more complete estimate of eligible expenses and the optimal arrangement for sharing scope of Rebuild 11th Street Blocks will be determined. A form of the Type 4 Agreement is attached to the Block 69N DDA and the Board's approval of the DDA will be therefore considered as fulfilling the Participation Program designation requirement.

Closing Conditions:

The DDA reflects the terms of the RFP, the proposal selected by the Board and subsequent revisions to the Workforce Housing Project as described in the previous section. The Developer and Agency will continue to work together through the development process to ensure design advances in alignment with the RFP and proposal with review and approval by the Board and Agency occurring throughout the design process.

Conditions to close include the parties executing the Deed to the Property, Affordability Housing Covenant, Type 4 Agreement, and the Agency approving of Developer's Final Construction Documents, and Developer delivering the balance of the Purchase Price and its construction loan documents to escrow. The Block 69N DDA is additionally bound to the execution and advancement of the Block 68 South Mixed-Use Residential & Mobility Hub DDA.

Next Steps:

The DDA's performance requirements include review and approval of plans and documentation submitted by the Developer at multiple stages of the design process. The Board of Commissioners will review and approve of Unit Documentation and Schematic Design Documents submitted by the Developer no later than 180 days from the Effective Date. These documentation packages will include a final unit mix and affordability matrix, representative unit layouts and minimum square footage, general representations of intended interior finishes, Design Review documents, and a written summary of how the design continues to incorporate mobility and sustainability initiatives identified in the RFP and selected proposal. As previously described, the Board will also approve a final Type 4 Agreement which is anticipated to occur with approval of the Unit Documentation and Schematic Design Documentation.

Following Board approval, the Developer will submit to the Agency any additional information needed to perform a Reuse Appraisal. And additional review and approvals by the Agency Executive Director will ensure that the project design progresses in alignment with the Board approved documents and drawings. These checkpoints include a review of Design Development and Final Construction Drawings and Documents as set forth in the DDA. If substantial changes are made to the design, the Board may review the project again.

It is anticipated that Closing will occur in Fall/Winter 2023, no later than December 15, 2023, with a construction period of 18-20 months. Upon project completion, and no later than March 30, 2026, the Developer will request a Purchase Price Adjustment to receive reimbursement for the residual land value.

Fiscal Notes:

The agency anticipates and has sufficient funds for reimbursing the Developer for the residual land value determined by a Reuse Appraisal, limited to \$4,461,000. Upon completion of the Workforce Housing Project, and no later than March 30, 2026, the Developer will submit a Purchase Price Adjustment Request to the Agency. Once approved, the Agency will issue the reimbursement within 30 days.

In its proposal, Developer estimated eligible expenses to be \$1,640,000, which is programmed in the Agency's current Five-Year Capital Improvement Plan and may be adjusted upon approval of the Type 4 Agreement as set forth in the Block 69N DDA.

Finalizing and executing the Disposition and Development Agreement involved Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1789.

Suggested Motion:

Adopt Resolution 1789 authorizing the Executive Director to execute the Disposition and Development Agreement and all associated documents as required to implement the Agreement for the Block 69 North Workforce Housing Project with Block 69 North Development LLC.

RESOLUTION NO. 1789

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND BLOCK 69 NORTH DEVELOPMENT LLC, AN IDAHO LIMITED LIABILITY COMPANY; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended and supplemented, 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 ("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; and,

WHEREAS, 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 newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”); and,

WHEREAS, 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 Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated 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 combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”); and,

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) (the “Agency Exchange Property”) for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and 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 (the “Workforce Housing Project”); and,

WHEREAS, a separate entity has been formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (the “Developer”); and,

WHEREAS, as authorized by Resolution No. 1755 passed by the Agency Board of Commissioners on March 14, 2022, the Agency Executive Director executed the Agreement to Negotiate Exclusively, effective as of March 14, 2022 (the “ANE”), which ANE contemplated the negotiation of an agreement for the disposition of the Agency Parcels to Developer by Agency and the development of the Agency Parcels by Developer; and,

WHEREAS, Agency and Developer commenced negotiating the terms of a disposition and development agreement for each of the Agency Parcels, which for disposition of 421 N. 10th Street, includes all or a portion of Block 69 N. obtained pursuant to the Exchange (defined below) and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011; and,

WHEREAS, to determine value, the Agency Exchange Property and the YMCA Parcels were appraised by Langston & Associates, Inc.; and,

WHEREAS, the Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement, pursuant to Resolution No. 1778, dated July 11, 2022, (the “Original Exchange Agreement”) wherein the Agency agreed to exchange the Agency Exchange Property, plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho.

It was further contemplated by the parties that Developer would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA; and,

WHEREAS, during continued negotiations with the Developer regarding the disposition and development agreement by and between the Agency and the Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels (the "Block 69 North Workforce Housing Development Project DDA" or "DDA"), and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth therein to the Developer; and,

WHEREAS, the Agency desires to exchange its Agency Exchange Property for the YMCA Parcels (the "YMCA Parcels" are now referred to as the "YMCA Exchange Property"), and the YMCA desires to exchange the YMCA Exchange Property for the Agency Exchange Property together with additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the "Exchange"); and,

WHEREAS, the authority of the Agency to convey the Agency Exchange Property pursuant to the Exchange and the Amended and Restated Real Property Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and,

WHEREAS, the parties agree the YMCA Exchange Property's fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the "Additional Funds") so that the Exchange value will be equal; and,

WHEREAS, as described above certain conditions and circumstances have changed since the Original Exchange Agreement was entered into on July 11, 2022, necessitating entering into the Amended and Restated Real Property Exchange Agreement, which repeals, replaces, and supersedes the Original Exchange Agreement; and,

WHEREAS, the Agency and YMCA desire to accomplish the Exchange, subject to the terms and conditions of the Amended and Restated Real Property Exchange Agreement. After the closing of the Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property; and,

WHEREAS, following negotiations over the terms between Agency staff and Developer, in compliance with the Agreement to Negotiate Exclusively, Developer has provided the Agency with a proposed final Block 69 North Workforce Housing Development Project DDA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full; and,

WHEREAS, Agency staff and Developer are continuing to negotiate the terms of the disposition and development agreement for the Agency owned parcel located at 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553); and,

WHEREAS, Agency staff recommends approval of the Block 69 North Workforce Housing Development Project DDA by the Agency Board of Commissioners; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Block 69 North Workforce Housing Development Project DDA and to authorize the Agency Executive Director to execute the Block 69 North Workforce Housing Development Project DDA, 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 the Block 69 North Workforce Housing Development Project DDA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the DDA, subject to representations by Agency legal counsel that all conditions precedent to such actions and any necessary technical changes to the DDA or other documents are acceptable and that said changes are consistent with the provisions of the DDA and the comments and discussions received at the October 10, 2022, Agency Board 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 October 10, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

4874-7834-6037, v. 1

DISPOSITION AND DEVELOPMENT AGREEMENT

**THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as
CAPITAL CITY DEVELOPMENT CORPORATION**

&

**BLOCK 69 NORTH DEVELOPMENT LLC
an Idaho Limited Liability Company**

October _____, 2022

**Disposition:
421 N. 10th Street**

**Development:
Block 69 North Workforce Housing Development Project
1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street**

LIST OF ATTACHMENTS

Attachment 1	Depiction of Block 69 North Workforce Housing Development Project Site
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Attachment 3	Schedule of Performance
Attachment 4	[RESERVED]
Attachment 5	Title Reports
Attachment 6	Joint Proposal
Attachment 7	Form of Deed
Attachment 8	Form of Memorandum
Attachment 9	Certificate of Completion
Attachment 10	Green Building Certification
Attachment 11	Form of Affordable Housing Covenant
Attachment 12	Form of Annual Rent Report
Attachment 13	Form of Escrow Instruction Letter
Attachment 14	Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION and BLOCK 69 NORTH DEVELOPMENT LLC, an Idaho limited liability company ("Developer"), individually referred to as a "Party" and collectively referred to as the "Parties." The Parties agree as follows:

1. DEFINITIONS

"11th Street Bikeway & Streetscape Capital Improvements Project" or "Rebuild 11th Street" means the Agency's capital improvement project for the 11th Street public right-of-way between State Street and River Street, also known as Rebuild 11th Street, in partnership with the City of Boise and the Ada County Highway District, to construct the full ridge-to-rivers bicycle connection on 11th Street, together with streetscape improvements, fiber optic conduit installation and pavement maintenance, as further described in Section 11 and **Attachment 14**.

"Access Agreements" has the meaning ascribed to it in Section 3.1.

"Adjusted Purchase Price" has the meaning ascribed to it in Section 10.2.

"Affordable Housing Covenant" means the affordable housing covenant in the substance and form attached hereto as **Attachment 11**.

"Agency" means The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, and any assignee of or successor to its rights, powers, and responsibilities under this Agreement.

"Agency Board" or "Board" means the Board of Commissioners of the Agency.

"Agency Closing Conditions" has the meaning ascribed to it in Section 6.3.1.

"Agency Exchange Parcel" has that meaning ascribed to it in Section 2.1.

"Agreement" has the meaning ascribed to it in the first paragraph of this document.

"Agreement to Negotiate Exclusively" or "ANE" means the Agreement to Negotiate Exclusively executed by the Agency on March 14, 2022, and by Block 68 Development LLC, on March 8, 2022, prior to identifying the Developer for the Project, and as may be amended.

“AMI” means 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).

“Annual Rent Report” means the annual rent report in the substance and form of the draft annual rent report attached hereto as **Attachment 12**.

“Certificate of Completion” means the Certificate of Completion for the Project, as ascribed to it in Section 10.1 and in the substance and form of the draft certificate of completion attached to this Agreement as **Attachment 9**.

“City” or “City of Boise” means the City of Boise, Idaho.

“Close” and “Closing” refer to that point in time when a deed held in Escrow is recorded in the office of the Recorder of the county in which the subject property is located and funds due to Agency upon delivery of the deed are available for distribution from the Escrow to Agency, notwithstanding that such funds may not actually be distributed due to wire transfer deadlines or similar circumstances.

“Closing Date” means the date of the Closing.

“Deed” means the Special Warranty Deed.

“Deposit” has the meaning ascribed to it in Section 6.1.2.

“Design Development Drawings” has the meaning ascribed to it in Section 8.6.

“Developer” means Block 69 North Development LLC, an Idaho limited liability company, any Developer Affiliate that takes title to any portion of the Property under this Agreement, and any other permitted assignee or successor in interest as herein provided.

“Developer Affiliate” has the meaning ascribed to it in Section 2.4.2.

“Developer Closing Conditions” has the meaning ascribed to it in Section 6.3.2.

“Due Diligence Period” has the meaning set of in the Land Exchange Agreement.

“Effective Date” has the meaning ascribed to it in Section 15.8.

“Environmental Reports” means the Phase I Environmental Site Assessments, to be prepared by Atlas Technical Consultants LLC for 1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street.

“Escrow” means the escrow set up by the Parties with the Escrow Agent with respect to the acquisition of the Property.

“Escrow Agent” “Title Company” means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

“Escrow Instruction Letter” means the joint escrow instructions for the Escrow signed by the Parties in the substance and form of the draft Escrow Instruction Letter attached hereto as **Attachment 13**.

“Executive Director” means the current Executive Director of the Agency.

“Final Construction Documents” means the full stamped set of construction documents submitted for approval by the City’s Planning and Development Services Building Division for issuance of a building permit for the Project, including but not limited to site improvements, and a landscaping and grading plan.

“Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement” or “Type 4 Agreement” means the certain agreement to be entered into on or before Closing by and between Agency and Developer regarding construction and/or reimbursement of certain public infrastructure improvements related to certain Public Project Improvements and the Rebuild 11th Street project, as further described in Section 11 and **Attachment 14**.

“Green Building Certification” means the Green Building Certification executed by J. Dean Papé, on behalf of the Joint Proposal, on July 3, 2021, attached hereto as **Attachment 10**.

“Green Building Code” means the Boise City Green Construction Code, Boise City Code, Title 9, Chapter 13, as amended, in place as of the date of the Green Building Certification.

“Hazardous Materials” means any substance, material, or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, *et seq.* (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

“Joint Proposal” means the response to the Agency’s Block 68 Request for Proposal (the "RFP"), dated August 19, 2021, submitted by Edlen & Company, deChase Miksis, Elton Companies, as predecessor in interest to Developer, and YMCA.

“Local Project Manager” means the designated contacts for the Developer, specifically, J. Dean Papé, deChase Miksis, and Jill Sherman, Edlen & Company.

“Land Exchange” means the exchange of Agency-owned real property addressed as 421 N. 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for YMCA-owned real property addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004651), 1177 W. State Street, Boise, Idaho 83702 (Parcel # R1013004631) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004640), as contemplated in the Joint Proposal and as memorialized in the Land Exchange Agreement, by and between the Agency and YMCA.

“Land Exchange Agreement” means the Amended and Restated Real Property Exchange Agreement, by and between the Agency and YMCA, dated even date herewith, memorializing the Land Exchange as contemplated in the Joint Proposal, plus additional funds.

“Lender” has the meaning ascribed to it in in Section 4.4.1.

“Lot Consolidation” has the meaning ascribed to it in Section 2.1.

“Manager” has the meaning ascribed to it in Section 2.7.

“Market Rate Units” means approximately sixty-five (65) units and part of the total Project units rented at rates established by Developer, and not subject to any rent or income restrictions for occupancy.

“Memorandum” means a summary of this Agreement in the substance and form attached hereto as **Attachment 8**, to be recorded in the office of the Recorder of Ada County, Idaho.

“Mortgage” has the meaning ascribed to it in Section 4.4.

“Parking Agreement” means the parking agreement described in Section 2.5.

“Party” has the meaning ascribed to it in the first paragraph of this Agreement.

“Parties” has the meaning ascribed to it in the first paragraph of this Agreement

“Permitted Title Exceptions” has the meaning ascribed to it in Section 6.3.2(c).

“Permitted Transfer” has the meaning ascribed to it in Section 2.7.

“Permitted Transferee” has the meaning ascribed to it in Section 2.7.

“Plan Area” means the area under the jurisdictional scope of the Redevelopment Plan.

“Project” means the project that is the subject of this Agreement and more particularly described in Section 2.5.

“Project Area” means the Project Area identified in the Redevelopment Plan.

“Project Budget” has the meaning ascribed to it in Section 4.1(a).

“Property”, “Site” and “Block 69 N” means the real property as shown on **Attachment 1** and legally described on **Attachment 2**.

“Public Project Improvements” means the certain public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, and subject to a Type 4 Capital Improvement and General Assistance Reimbursement Agreement to be entered into by and between Agency and Developer regarding reimbursement of the actual eligible costs of certain public infrastructure improvements as further described in Section 11 and **Attachment 14**.

“Purchase Price” has the meaning ascribed to it in Section 6.1.1.

“Purchase Price Adjustment Request” has the meaning ascribed to it in Section 10.3.

“Redevelopment Plan” means the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by City on December 4, 2001, by City Council Ordinance No. 6108, and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by City on December 1, 2020, by City Council Ordinance No. ORD-45-20.

“Reuse Appraisal” has the meaning ascribed to it in Section 5.1.

“Reuse Appraiser” has the meaning ascribed to it in Section 5.1.

“Reuse Appraisal Data” has the meaning ascribed to it in Section 5.2.

“Schedule of Performance” means the schedule attached to this Agreement as **Attachment 3**.

“Schematic Design Documents” has the meaning ascribed to it in Section 8.5.1, including any approved revisions.

"Schematic Design Drawings" has the meaning ascribed to it in Section 8.5.1, including any approved revisions.

"Scope of Development" means Developer's preliminary concepts for the development of the Project included in the Joint Proposal.

"Special Warranty Deed" means a deed in the substance and form of the draft deed attached hereto as **Attachment 7**.

"Supplemental Title Objections" has the meaning ascribed to it in Section 3.2.

"Title Company" means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

"Title Objections" has the meaning ascribed to it in Section 3.2.

"Title Policy" has the meaning ascribed to it in Section 6.3.2(c).

"Title Report" has the meaning ascribed to it in Section 3.2 and as attached to this Agreement as **Attachment 5**.

"Title Review Period" has the meaning ascribed to it in Section 3.2.

"Unit Documentation" has the meaning ascribed to it in Section 4.5.

"Urban Renewal Law" has the meaning ascribed to it in Section 2.4.1.

"Workforce Housing" means housing that is rent restricted and income qualified, with unit rents that are set at rent payment of not more than 30% of 80% or 120% AMI. Rental limits are determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC: www.novoco.com/products/rentincome.php, applying those filters set forth on **Attachment 12**, or if not available, a similar calculator as may be agreed to by the Parties. Rent increases on an existing tenant may occur no more frequently than annually and are capped at 5% per year. Rent does not include deposits, utilities (gas, telephone, internet, water, electricity), late fees, pet fees, parking fees, sewer and trash collection services, or other reasonable fees and costs as typically charged back to the tenant. The AMI calculation is to be based on an assumed family size of 1.5 persons per bedroom or in the case of an efficiency unit (referred to in this Project as a micro studio unit or studio unit) 1 person per bedroom.

"YMCA" means the Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation.

2. SUBJECT OF AGREEMENT

2.1. Purpose of This Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan by memorializing the disposition of Agency owned property, 421 N. 10th Street (the “Agency Exchange Parcel”) pursuant to the Land Exchange as contemplated in the Joint Proposal and to facilitate the disposition of the Property to Developer for the Project located on the Site for construction of a mixed-use, multifamily development within the Plan Area.

2.1.1. Project Background and Determination of Site

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 Street¹, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Development Parcels”). 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 Development Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

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 Development Parcels by the August 19, 2021, RFP deadline. 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. Agency staff ranked the Joint Proposal first.

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 Joint Proposal.

The Joint Proposal contemplated development beyond the Agency Development 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 YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N.” (the “YMCA Parcels”). The Joint Proposal

¹ It is anticipated 1010 W. Jefferson Street will be conveyed pursuant to the terms of the Block 68 South Disposition and Development Agreement for the development of the Mixed-Use Housing & Mobility Hub Project as proposed in the Joint Proposal.

further contemplated the exchange of the Agency Exchange Parcel to the YMCA for all or a portion of the YMCA Parcels to further support the development of the Project.

Thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company. The Agency and Block 68 Development LLC entered into the ANE that outlined the process for disposing of the Agency Development Parcels, including the Land Exchange.

Agency entered into the Land Exchange Agreement, wherein the Agency agreed to exchange the Agency Exchange Parcel for the YMCA Parcels plus additional monetary consideration.

The Land Exchange Agreement was entered into for the Land Exchange and in support of development coordination of the Project including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities as further described therein.

Pursuant to the Land Exchange Agreement, it is anticipated the YMCA will undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange all as further described in the Land Exchange Agreement (the "Lot Consolidation"). The consolidated legal lot shall remain to be referred to as the Property upon a recorded record of survey consolidating the YMCA Parcels.

This Agreement is premised upon the exchange of the Agency Exchange Parcel for the Property pursuant to the Land Exchange Agreement, and subsequent disposition of the Property to Developer, and, thus complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

The authority of the Agency to convey the Agency Exchange Parcel pursuant to the Land Exchange Agreement, and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Parcel with the Property as set forth in the Land Exchange Agreement, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of Agency Exchange Parcel and the Property to effectuate the development contemplated in the Joint Proposal.

After the closing of the Land Exchange, the Agency will be the owner in fee simple of the Property, and YMCA will be the owner in fee simple of the Agency Exchange Parcel.

Subject to approval by Agency and Developer that the closing conditions under the Land Exchange Agreement have been satisfied, the Land Exchange may have a closing date earlier than the conveyance of the Property to the Developer pursuant to the terms and conditions set forth

in this Agreement; otherwise, the closing under the Land Exchange and this Agreement may be contemporaneous and would close in the following order: (i) Agency will acquire the consolidated Property pursuant to the Land Exchange; and (ii) Agency will dispose of the Property to Developer pursuant to the terms and conditions of this Agreement for the development of the Project.

2.2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan.

2.3. The Project Area

The Project Area is located in the Plan Area, and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2.4. Parties to This Agreement

2.4.1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (collectively the "Urban Renewal Law"). The Agency's office is located at 121 N. 9th Street, Ste. 501, Boise, Idaho.

2.4.2. Developer

Developer is Block 69 Development LLC, an Idaho limited liability company. The principal office of Developer is located at 1199 West Shoreline Drive, Suite 290, Boise, Idaho 83702. Developer reserves the right pursuant to Section 2.7 to transfer its rights under this Agreement as authorized herein, including the right to have the Property to which it is to take title hereunder conveyed to and developed by an affiliated entity that Developer (or the current managers of Developer) controls ("Developer Affiliate").

2.4.3. Developer's General Contactor

Developer has selected McAlvain Companies, Inc. and Andersen Construction, who have entered into a joint venture to be the general contractor on the Project (the "General Contractor"). The qualifications and identity of Developer's general contractors are of particular concern to Agency. In the event Developer desires to select another general contractor for the Project other than the contractors identified in materials supplied to the Agency by Developer, Developer agrees to notify Agency of such desire and provide the identity of the substitute general contractor for Agency's written approval, provided, Agency's consent shall not be unreasonably withheld, conditioned, or delayed for any transfer to a substitute general

contractor who has the same or better net worth as the original general contractor and experience with construction of projects similar to the Project.

2.5. The Project

The Project that is the subject of this Agreement includes, in part, the proposed development on the Site, of a 7-story mid-rise building with approximately 220 housing units, including active ground-floor uses, Market Rate Units and 155 Workforce Housing units, and parking for the benefit of the housing units, also, collectively, the Project may be referred to as the Workforce Housing Project. The Project will include 155 units of Workforce Housing and the remaining units will be Market Rates Units. The unit and affordability mix of the Workforce Housing Project are generally guided by the RFP, the Joint Proposal, and to the extent applicable, any City agreement or policy providing incentives to the Developer concerning affordable/Workforce Housing.

The proposed AMI unit affordability mix as set forth in the Joint Proposal is 1) 25 units with rents set at or below 30% of 80% the then current AMI [12 studio units; 10 one bedroom units; and 3 two bedroom units]; ii) 130 units with rents set at or below 30% of 120% the then current AMI [63 studio units; 53 one bedroom units; and 14 two bedroom units], and iii) 65 Market Rent Units that are not subject to rent restrictions [32 studio units; 26 one bedroom units; and 7 two bedroom units]. The Workforce Housing units represent approximately 70% of the total available units as currently contemplated.

The overall unit mix is anticipated to change to reflect increased two-bedroom units with rents set at or below 30% of 120% the then current AMI to respond to comments received from the Agency Board. Final unit mix, unit affordability and project rental requirements are subject to Agency Board approval pursuant to Section 4.5. The Workforce Housing Project will be restricted as set forth in the Affordable Housing Covenant (**Attachment 11**).

The Joint Proposal further contemplates approximately forty-five (45) on-site parking stalls accessible from the alley, together with not less than sixty-five (65) off-site parking stalls to be provided as part of the proposed Block 68 S Mobility Hub project,² which within the Agency's parking ownership, not less than sixty-five (65) residential parking passes will be made available to the Workforce Housing Project tenants at market rate, or such other locations secured by Developer. Depending on the resolution of the need for public parking for the Project, the Parties will consider the need for a Parking Agreement to address parking rights and obligations within the Block 68 S Mobility Hub project.

² It is anticipated 1010 W. Jefferson Street will be conveyed pursuant to the terms of the Block 68 South Disposition and Development Agreement for the development of the Mixed-Use Housing & Mobility Hub Project as proposed in the Joint Proposal.

The ground floor activated space of the Project is intended to be approximately 10,185 square feet which may be leased to or potentially owned by YMCA, leased to retailers and/or commercial users, or other permitted users under applicable law and this Agreement. The Workforce Housing Project is anticipated to be LEED Certified and Developer is bound by the Green Building Certification (**Attachment 10**). The Workforce Housing Project shall be constructed consistent with the City of Boise's Green Construction Code in place as of the date of the Green Building Certificate. In the event the Green Construction Code does not pertain to the construction type, Developer will obtain written confirmation from a Boise City building official that the Workforce Housing Project meets or exceeds the Green Construction Code in place as of the Effective Date consistent with the requirements set forth in Boise City Code, Title 9, Chapter 13 as if the Workforce Housing Project was governed by the Green Construction Code.

In addition to the Workforce Housing Project, the Project may also include public infrastructure improvements related to that portion of the Rebuild 11th Street Project adjacent to the Site and includes other Public Project Improvements, as more specifically described in Section 11, and the Type 4 Agreement, and any other improvements installed for the benefit of the public as part of the Project.

Collectively, the Workforce Housing Project, the portion of the Rebuild 11th Street Project to be undertaken by Developer, and the Public Project Improvements are referred to as the "Project."

The Workforce Housing Project will substantially conform to the Scope of Development as set forth in the Joint Proposal.

2.6. Disposition Does Not Contemplate Land Speculation

Developer represents and warrants that each of its undertakings pursuant to this Agreement are and will be used for the purpose of the development of the Project in compliance with the Urban Renewal Law, and not for speculation in landholding. Agency's conveyance of the Property to Developer is for the express purpose of constructing the Project and no substitution or replacement project is permitted under the terms of this Agreement without the express written permission from the Agency Board.

2.7. Selection of Developer

Developer further recognizes that in view of:

- (1) The importance of the Project as part of the development of the Property to the general welfare of the community;

- (2) the reliance by Agency on the real estate expertise of Developer and the continuing interest which Developer will have in the Project to assure the quality of the use, operation, and maintenance of the development thereof; and
- (3) the fact that a change in control of Developer or any other act or transaction involving or resulting in a change with respect to the identity of the parties in control of Developer as of the Effective Date (other than in the event of death or incapacity of any non-entity manager of Developer), or the degree thereof may be for practical purposes a transfer or disposition of any portion of the Project;

the qualifications and identity of Developer are of particular concern to Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided herein, Developer shall not assign all or any part of this Agreement without the prior written approval of Agency.

Developer warrants and represents to Agency that Developer is a manager-managed limited liability company. The sole managers of Developer are J. Dean Papé, and Jill Sherman, respectively (each a “Manager”, or collectively, the “Managers”). J. Dean Papé is acting pursuant to the authority granted to him by DeChase Development Services LLC and Jill Sherman is acting pursuant to the authority granted to her by Edlen and Co., LLC. Collectively, the Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Developer relating to the acquisition and development of the Project, without the need for approval by the members of Developer. A copy of the Operating Agreements for DeChase Development Services LLC and Edlen and Co., LLC will be provided to Agency within thirty (30) days of the Effective Date, which Operating Agreements will confirm the authority of J. Dean Papé, and Jill Sherman to manage and control the business and affairs of Developer with the requisite authority granted by DeChase Development Services LLC and Edlen and Co., LLC. A copy of Developer’s Operating Agreement confirming the authority of J. Dean Papé, and Jill Sherman to manage and control the business and affairs of Developer will be provided to Agency promptly following signature by the members. The following shall not be changed without the prior written approval of Agency until the Certificate of Completion and Temporary Certificate of Occupancy have been issued: (a) the structure of Developer as a manager-managed limited liability company; (b) the identity of the Managers; (c) a reduction in number of Managers; (d) the authority of the Managers as it relates to the Property and the Project (other than in the event of death or incapacity of any non-entity Manager of Developer); and (e) Edlen & Company and deChase Miksis continue to be members of Developer. The representations and warranties made in this paragraph are true and correct as of the Effective Date.

It shall not be unreasonable for Agency to withhold its approval to assign all or any part of this Agreement when using criteria such as those used by this Agency in selecting redevelopers for similar developments, or because the proposed transferee does not have the current financial strength, the experience, or reputation for integrity equal to or better than Edlen & Company

and deChase Miksis as of the Effective Date. Developer shall promptly notify Agency of any and all changes whatsoever in the identity of the Managers. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the management or control of Developer in violation of this Agreement (other than such changes occasioned solely by the death or incapacity of an individual of any non-entity Manager of Developer) that has not been approved by Agency prior to the time of such change, if such change occurs prior to the issuance of the Certificate of Completion. Notwithstanding the foregoing, Agency consents to the assignment of this Agreement to Block 69 North Investment LLC, at or prior to Closing. Developer represents and warrants that Block 69 North Investment LLC will be controlled by Developer through its Managers such that Developer and its Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Block 69 North Investment LLC, the assignee of Developer's rights and obligations hereunder relating to the acquisition and development of the Project. Developer and Block 69 North Investment LLC (the "Permitted Transferee") shall execute an assignment and assumption agreement, and deliver the same to Agency prior to Closing (a "Permitted Transfer"). After the Permitted Transfer, the Permitted Transferee shall be Developer for the purposes of this Agreement.

Notwithstanding any other provisions hereof prior to issuance of the Certificate of Completion, Developer or the Permitted Transferee reserves the right, at its discretion and without the prior written consent of Agency, subject to the disclosure requirements set forth below, to have investors in the Project, provided that Developer maintains operating control for day-to-day operations and development of the Project and remains fully responsible to Agency as provided in this Agreement with respect to the Property. This section is not deemed to preclude mortgage-lender participation and conditions therein, provided such mortgage-lender participation complies with this Agreement.

Prior to the issuance of the Certificate of Completion, Developer is required to make full disclosure to Agency of its principals, officers, managers, and key managerial employees involved in the Project and all similar material information concerning Developer, to the extent relevant to the performance hereunder. Developer shall not be required to identify its investors due to confidentiality concerns.

3. RIGHT OF ENTRY/REVIEW OF TITLE

3.1 Right of Entry; Developer's Investigations

The Parties previously entered into an Access Agreement on June 6, 2022, which was subsequently amended by the First Amendment to the Access Agreement, dated June 30, 2022, to add the YMCA as a party, which may be further amended from time to time (collectively, the "Access Agreement"). Pursuant to the terms of the Access Agreement, the Agency and YMCA granted Developer a limited, revocable license and right to reasonably access the Site for the purpose of conducting due diligence as further described therein (the "Due Diligence Investigations"). The Due Diligence Investigations have commenced, and the results of the Due

Diligence Investigations will be shared with the YMCA and the Parties pursuant to the Access Agreement, the Land Exchange Agreement, and this Agreement.

Pursuant to the Land Exchange Agreement, the YMCA granted Agency, its agents, employees, and engineers a right of entry to the YMCA Parcels during the Due Diligence Period set forth in the Land Exchange Agreement for the purpose of undertaking such examinations, studies, surveys, inspections, and investigations as are reasonably necessary to investigate the conditions of the YMCA Parcels. To facilitate development of the Project, Developer requires a right of entry on the Property to examine and investigate the conditions of the Property. Subject to the YMCA's written consent, Developer and its agents, contractors, consultants, and employees shall be given permission to access the Property at all reasonable times during the Due Diligence Period set forth in the Land Exchange Agreement (unless earlier termination of the Land Exchange Agreement or this Agreement occurs), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations (e.g., core sampling, and including, without limitation, any environmental testing other than a Phase I or Phase II Environmental Site Assessment or update to any prior environmental assessments) shall be subject to the YMCA's prior written consent.

Developer shall provide to Agency (with a copy to the YMCA), promptly upon completion and receipt of the same and at no cost or expense to Agency (or the YMCA), a list of all reports, studies and test results prepared by Developer's consultants and copies of any of the above-listed materials. All of the foregoing inspections shall be performed by Developer at Developer's sole cost and expense subject to the Access Agreement, the Land Exchange Agreement, and this Agreement

Developer's access to the Property shall be governed by the Access Agreement, the Land Exchange Agreement, and this Agreement.

If the Due Diligence Investigations of the Property is not satisfactory to Developer for any reason, or no reason whatsoever, then at any time on or before the expiration of the Due Diligence Period, Developer shall give written notice of termination of this Agreement to the Agency with a copy to the YMCA. On such termination, all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof. Failure to provide such written notice prior to the expiration of the Due Diligence Period shall be deemed Developer's approval of its Due Diligence Investigations of the Property and the Due Diligence Materials.

To facilitate review of the Due Diligence Investigations and title to the YMCA Parcels and the Agency Exchange Parcel, as further described below, and as the YMCA is not a party to this Agreement and Developer is not a party to the Land Exchange Agreement, the YMCA is intending to consent to or has consented to the assignment of Agency's rights, interests and obligations in the Land Exchange Agreement to review and approve Due Diligence Investigations related to the

Property to Developer, as may be further set forth in a separate assignment and assumption agreement between Agency, the YMCA, and Developer.

Developer shall indemnify, defend, and hold harmless Agency, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Developer, its agents, contractors, consultants, and employees upon the Property or from Developer's failure to comply with the conditions to Developer's entry onto the Property pursuant to the terms of the Access Agreement, the Land Exchange Agreement, and as otherwise provided for herein. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

3.2 Review of Title; Approved Title Exceptions

Prior to the Effective Date of this Agreement, Developer received a Title Commitment for Title Insurance and underlying title documents disclosed therein for the Agency Exchange Parcel issued by the Title Company under Commitment No. 22459858 having an effective date of July 28, 2022, and the YMCA Parcels under Commitment No. 22459864 having an effective date of August 18, 2022 (collectively, the "Title Report") (**Attachment 5**).

Title Review of the YMCA Parcels is set forth in the Land Exchange Agreement and the Partial Assignment and Assumption Agreement by and between Agency and Developer and consented to by the YMCA. To the extent the Land Exchange is not a simultaneous closing with the Close of Escrow under this Agreement and closes more than twenty (20) business days prior to the Close of Escrow under this Agreement, Title Review in this Agreement will be limited to the following:

Not less than twenty (20) business days prior to the Close of Escrow, Developer shall obtain a supplement to the Title Report (with the understanding that Developer shall have the right to order updates to the Title Report at any time prior to Close of Escrow) disclosing any new title matters that may adversely affect the development of the Project, not disclosed to Developer prior to the Effective Date. Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify Agency of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Developer does not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Supplemental Title Objections, Agency shall have five (5) business days after receipt thereof to notify Developer that Agency (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Developer. Agency's failure to notify

Developer within such five (5) business day period as to any Supplemental Title Objections shall be deemed an election by the Agency not to remove or have the title company insure over such Supplemental Title Objection. The failure to cure any Supplemental Title Objection as specifically agreed to by the Parties constitutes a breach of the Agreement.

If Agency notifies or is deemed to have notified Developer that Agency shall not remove nor have the Title Company insure over any or all of the Supplemental Title Objections within the time periods provided herein, then Developer shall have three (3) business days to respond to Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive the Supplemental Title Objections and cause Agency to proceed to Closing, without any abatement or reduction in the purchase price on account of such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price on account of such Supplemental Title Objections, which the Agency shall have two (2) business days to accept or reject. To the extent there is an unforeseen encumbrance clouding title, the parties agree to promptly and reasonably cooperate with each other in good faith to resolve the title issue to allow the transaction to proceed.

If Developer does not give notice within the applicable time period for Supplemental Title Objections, Developer shall be deemed to have elected to waive the Supplemental Title Objections, as applicable. Developer shall be entitled to request additional endorsements to the final Title Policy and to obtain extended Title policy, at no cost or expense to Agency but with Agency's reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner's affidavit from either the YMCA or the Agency, as required by the Title Company, unless the same are necessary to satisfy or remove any Supplemental Title Objections.

3.3 Compliance with Laws

Developer shall comply with applicable laws and building codes with respect to any investigations on the Property prior to Closing.

3.4 Demolition and Clearance

The Parties acknowledge there will not be any pre-Closing demolition of any structures existing on the Property in preparation for development of the Project. It is expected that within sixty (60) days of Closing, the City will issue a permit and Developer will commence demolition and clearance on the Site. Cost estimates for demolition and clearance, any environmental remediation, and any site and soil remediation, including soil compaction, shall be included in the Reuse Appraisal as a development cost.

4. EVIDENCE OF PROJECT FINANCING AND UNIT MIX, AFFORDABILITY AND PROJECT RENTAL REQUIREMENTS

4.1. Submission of Preliminary Evidence of Financing

No later than two hundred seventy (270) days after the Effective Date or such later time as may be approved by Agency, Developer shall submit to Agency's Executive Director evidence reasonably satisfactory to the Executive Director that Developer will have at or before Closing the financial capability necessary for the acquisition of the Property and the development of the Project thereon pursuant to this Agreement. Such preliminary evidence of financial capability may include all of the following depending on the structure of the final financing of the Project:

- (a) Reliable cost estimates for Developer's total cost of acquiring the Property and developing the Project (including both "hard" and "soft" costs) ("Project Budget").
- (b) A copy of a loan term sheet, obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government, in part, identifying Developer as the borrower, including the amount to be loaned, and any expiration date, if any, of such term sheet. If there is a funding gap, Developer will submit a certified statement identifying the amount of the funding gap and the general sources of funds anticipated to cover the funding gap to finance acquisition of the Property and construction of the Project, including those from public agencies. Evidence of closing the funding gap reasonably satisfactory to the Executive Director will be a closing condition. Each commitment for financing shall be in such form and content acceptable to the Executive Director and shall reasonably evidence a firm and enforceable commitment, with only those contingencies and conditions that are standard or typical for similar projects prior to land closing.
- (c) If applicable, copies of documents related to any City incentives non-monetary and/or monetary related to the construction and/or financing of the Project.
- (d) If the total Project Budget exceeds the amount of financing commitments received pursuant to subparagraph (b) or (c) above, evidence reasonably satisfactory to the Executive Director of the Agency demonstrating that Developer has adequate funds available and committed to cover such difference.

Developer acknowledges the Agency reserves the right, in its discretion, to have the Developer's submitted evidence of financing be subject to a third-party review.

4.2. Time to Approve Preliminary Evidence of Financing.

Agency shall approve, conditionally approve, or disapprove of Developer's preliminary evidence of financing within thirty (30) days of receipt of a complete submission. Agency's approval shall not be unreasonably withheld, conditioned, or delayed. If Agency's Executive Director shall conditionally approve or disapprove such evidence of financing, he or she shall do

so by written notice to Developer stating the specific reasons for such conditional approval or disapproval. In the event Agency disapproves of Developer's preliminary evidence of financing, Developer shall promptly resubmit its evidence of financial capability, as modified to conform to Agency's requirements, not more than forty-five (45) days after receipt of the Agency Executive Director's disapproval.

4.3. Public Records Law

All information submitted to Agency may be subject to the Idaho Public Records Law. As an alternative to formal submittal of this required information, Developer may allow or require an inspection and review of such information by Agency. In such case, Agency shall provide a notice of conditional approval of the evidence of financing in writing within the time allotted in Section 4.2.

4.4. Lender Modifications and Assignment

The Parties acknowledge that substantial debt and equity financing will be necessary for the development of the Project. This debt and equity financing may include any mortgage, deed of trust, monetary lien, financing conveyance, or other voluntary monetary lien of any kind (each, as "Mortgage").

4.4.1. Lender

For purposes of this Agreement, the term "Lender" shall singly and collectively include the following: (a) any lender under a Mortgage concerning all or any portion of the **Property**, (b) any insurer or guarantor of any obligation or condition secured by a Mortgage concerning all or any portion of the Property, and (c) any successor or assign of the foregoing.

4.4.2. Requested Provisions of Any Mortgage

Developer agrees to request that any Mortgage provide that the Lender shall give notice to Agency in writing by registered or certified mail of the occurrence of any default by Developer under the Mortgage, and that Agency shall be given notice at the time any Lender initiates any Mortgage foreclosure action. In the event of any such default, Agency shall have the right to cure such default, provided that Developer is given not less than ten (10) days' prior notice of Agency's intention to cure such default. If Agency shall elect to cure such default, Developer shall pay the cost thereof to Agency upon demand, together with the interest thereon at the maximum interest rate permitted by law, unless (i) Developer cures such default within such 10- day period, or (ii) if curing the default requires more than ten (10) days and Developer shall have commenced cure within such ten (10) days after such notice, Developer shall have (A) cured such default within thirty (30) days or such greater time period as may be allowed by Lender after commencing compliance, or (B) obtained from the Lender a written extension of time in which to cure such default.

4.4.3. Application of Agreement to Lender's Remedies

No provision of this Agreement shall limit the right of any Lender to foreclose or otherwise enforce any Mortgage, nor the right of any Lender to pursue any remedies for the enforcement of any pledge or lien upon the Property; provided, however, that in the event of a foreclosure sale under any such Mortgage or sale pursuant to any power of sale contained in any such Mortgage, the purchaser or purchasers and their successors and assigns and the Property shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants herein provided for, including past due obligations of Developer.

4.4.4. Accommodate of Lenders

Agency is obligated to act reasonably in all dealings with Lenders, to make reasonable accommodations with respect to the interests of Lenders, and to agree to reasonable amendments to this Agreement as reasonably requested by a prospective lender.

4.4.5. Assignment for Security Purposes

Developer shall be entitled to assign its interest in this Agreement and the Project, for security purposes only, to any Lender, upon Agency's reasonable consent, provided such consent shall not be unreasonably withheld, conditioned, or delayed if the final construction loan documents substantially comply with preliminary evidence of financing required per this Agreement, and they are otherwise on commercially reasonable terms and conditions. Agency shall reasonably cooperate to negotiate and execute any commercially reasonable financing documents acceptable to Agency required by any Lender to close the construction financing as part of the larger Closing, which do not impair the Agency's rights under or intent of the Agreement.

Should Lender exercise its assignment rights, Lender agrees to cure Developer's defaults under this Agreement.

Lender requested modifications to the Agreement must be submitted to the Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy.

4.5. Submission of Unit Documentation

Following the Effective Date of the ANE, the Parties have worked to refine the unit mix and unit affordability to respond to direction from the Agency Board. The updated proposal currently includes:

Unit Size	Total	Avg. SF
Micro Studio	28	371
Studio	25	474
Open 1 Bedroom	25	550
One Bedroom	69	630
One Bedroom + Den	20	675
Two Bedroom	50	950
Total/Average	217	647

Developer's refined proposal significantly increases the total number of two-bedroom units from twenty-four (24) to fifty (50). Additionally, the updated proposal includes six (6) different unit sizes as opposed to three (3) different unit sizes identified in the Joint Proposal. The unit affordability mix is also consistent with Agency Board's direction and increases the number of two-bedroom 80% AMI units from three (3) units to six (6) units, and includes a diverse mix of unit sizes across unit affordability mix as shown below:

Unit Size	Total	80% AMI	120% AMI	Market Rate
Micro Studio	28	3	17	8
Studio	25	3	15	7
Open 1 Bedroom	25	3	15	7
One Bedroom	69	8	41	20
One Bedroom + Den	20	2	12	6
Two Bedroom	50	6	30	14
Total	217	25	130	62

No later than one hundred eighty (180) days after the Effective Date or such later time as may be approved by Agency, Developer shall submit to Agency's Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy the following:

- (a) Unit mix identifying the different unit types and how many of each will be included in the Project;
- (b) Description of unit affordability by percentage of AMI (80%, 120%, or market rate) and the corresponding unit mix;

- (c) Matrix showing updates to unit mix and unit affordability as set forth in the Joint Proposal;
- (d) Written statement describing in detail any changes to unit mix and unit affordability;
- (e) Representative unit layouts (specifically designed for this Project);
- (f) General representations of intended interior quality/finishes (may be provided from examples of other projects by Developer);
- (g) Minimum square footage of unit types.

(collectively, the “Unit Documentation”). It is anticipated the unit mix and unit affordability will be the same or better than the refined proposal set forth above.

The Agency Board shall approve or disapprove of Developer's Unit Documentation, and will direct Agency staff to set forth the Agency Board’s position in writing within fifteen (15) days of the Agency Board meeting considering the Unit Documentation. Agency's approval of the Unit Documentation shall not be unreasonably withheld, conditioned, or delayed so long as it is consistent with the intent of the Joint Proposal and RFP goals to provide Workforce Housing and the overall success of the Project as contemplated by the RFP and Joint Proposal. If the Agency Board disapproves of any portion of the Unit Documentation, such disapproval shall be in writing to Developer stating the specific reasons for such disapproval. Developer shall promptly resubmit Unit Documentation, as modified to conform to Agency's requirements, for Executive Director approval not more than twenty (20) days after receipt of the Agency's disapproval and this process shall continue until the Parties reach agreement on the Unit Documentation.

To the extent the Unit Documentation is different from the documentation/information submitted to the Reuse Appraiser, the updated Unit Documentation as approved by the Agency Board will need to be immediately submitted to the Reuse Appraisal, and if necessary, the Reuse Appraisal may need to be supplemented.

5. REUSE APPRAISAL

5.1. Reuse Appraisal

By law, Agency may dispose of real property for no less than the fair reuse value. In order to determine the fair reuse value, Agency has or will engage Valbridge Property Advisors | Mountain States (the “Reuse Appraiser”) to determine the fair reuse value for the Property (the “Reuse Appraisal”) at Agency’s expense.

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”). If the Residual Land Value is equal to the Purchase Price, then the Purchase Price will not be adjusted. If the Residual Land Value is greater than the Purchase Price, the Purchase Price will be the Residual Land Value.

If the Residual Land Value is determined to be less than the Purchase Price by the Reuse Appraisal, the Purchase Price will be adjusted downwards based on the difference between the Purchase Price and the Residual Land Value. To the extent the Reuse Appraisal is negative, the Adjusted Purchase Price (defined in Section 10.2) shall be Zero Dollars (\$0.00). In that case, the amount to be remitted to Developer pursuant to the Purchase Price Adjustment (set forth in Section 10.3) is limited to Four Million, Four Hundred Sixty-One Thousand and 00/100 (\$4,461,000.00).

5.2. Reuse Appraisal Data

Within fifteen (15) days of Agency Board approval of the Unit Documentation and Schematic Design Documentation, Developer shall submit to Agency and the Reuse Appraiser the data required by the appraiser, which data (“Reuse Appraisal Data”) is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Workforce Housing Project. Developer is 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,
- unit affordability,
- sizes and expected rents,
- construction type and materials,
- exterior and interior finish materials,
- square footages of uses other than residential,
- leasing assumptions 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.

6. DISPOSITION AND CONVEYANCE OF THE PROPERTY

6.1. Disposition and Conveyance of the Property

In accordance with and subject to all the terms, covenants, and conditions (including the attachments) of the Land Exchange Agreement and this Agreement, contingent upon and following the Closing under the Land Exchange Agreement, the Agency agrees to convey the entire fee estate of the Property in the condition required pursuant to Section 7 of this Agreement to Developer.

Developer agrees to develop the Property and complete construction of the Project no later than December 15, 2025, subject to forced delay as set forth in Section 14.6, for the consideration, and subject to the terms, conditions, and provisions of this Agreement, including, without limitation, as provided in the Schedule of Performance (**Attachment 3**) and the other attachments. Agency agrees to meet its obligations herein provided with respect to the Property including, without limitation, as provided in the Schedule of Performance. The time periods set forth in the Schedule of Performance may be extended for up to 90 days in total if the delays are caused by matters beyond Developer's reasonable control or otherwise consented to by Agency, or may be extended further for any forced delay as set forth in Section 14.6. Any extension must be agreed upon in writing by Agency's Executive Director.

6.1.1. Purchase Price

The purchase price for the Property (the "Purchase Price") is Six Million, Seven Hundred Thirty Thousand and 00/100 Dollars (\$6,730,000.00). The Purchase Price includes the fair market value of the Property unencumbered by this Agreement, as determined by the Parties based upon the appraisal obtained by the YMCA from Langston & Associates (the "FMV Appraiser") dated March 9, 2022, and based upon the value of the Land Exchange.

6.1.2. Payment of Purchase Price

- (a) **Deposit.** Developer previously deposited with Agency the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) under the terms of the Agreement to Negotiate Exclusively. Upon full execution of this Agreement, the Agreement to Negotiate Exclusively shall be of no further effect concerning terms related to this Agreement and Project and such sum shall become a deposit under this Agreement ("Deposit"). The Deposit shall be credited to the Purchase Price upon the Closing.

- (b) **Closing Funds.** Prior to the Closing, the balance of the Purchase Price shall be deposited into Escrow by Developer by (i) a wire transfer of funds, (ii) cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of Idaho, or (iii) cash.

6.2. Escrow

Within five (5) business days after the Effective Date of this Agreement, the Parties agree to open an escrow (the "Escrow") with TitleOne Corporation (the "Escrow Agent"). A duplicate original of this Agreement and the Escrow Instruction Letter (**Attachment 13**) shall be delivered to the Escrow Agent upon the opening of the Escrow. Agency and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and the Escrow Instruction Letter and, upon indicating its acceptance of the provisions of this Section in writing delivered to Agency and to Developer within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

6.2.1. Payment of Costs

Developer and Agency shall each pay one-half of the Escrow fee, any charges for recording the Deed, the Memorandum, the Affordable Housing Covenant, and the other documents to be recorded hereunder (to the extent the County Recorder's Office does not waive such charges). Agency shall pay the charge for an ALTA standard owner's policy in the amount of the Purchase Price. Developer shall pay the charge for any additional title coverage requested by Developer, including an ALTA extended owner's policy, if Developer obtains such policies. Developer will be responsible for paying endorsements desired by Developer except for the cost of any endorsements Agency agrees to provide to cure any Supplemental Title Objections pursuant to Section 3.2. Agency and Developer shall each be responsible for their respective attorneys' fees and costs. Taxes and assessments, if any, applicable to periods before Closing shall be allocated to the Property and paid by Developer. Taxes and assessments, if any, applicable to periods after Closing shall be allocated to the Property and paid by Developer. Agency shall cause all utilities accounts serving the Property to be terminated on or before Closing unless otherwise requested by Developer, and shall be responsible for costs associated with such utility services prior to Closing. All other costs of the Escrow not specifically allocated in this Agreement shall be allocated to the Parties as is customary in a commercial real estate transaction in Ada County, Idaho.

6.2.2. Close of Escrow

The Close of Escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the Developer Closing Conditions in Sections 6.3.1 and 6.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited Party, but in no event

later than December 31, 2023. The Close of Escrow means the fulfillment of the Escrow terms and conclusion of the Escrow, including, without limitation, the execution of unexecuted documents, the recordation of documents specified for recording, the issuance of title insurance policies, the payment of fees and the delivery of funds and documents as directed in the Escrow Instruction Letter. The Escrow shall close as provided in the Escrow Instruction Letter on or before the Closing.

6.2.3. Deliveries by Agency

On or before the scheduled Closing Date, Agency shall deliver the following to Escrow Agent:

- (a) the Deed to the Property, duly executed and acknowledged by Agency;
- (b) the Memorandum, duly executed and acknowledged by Agency;
- (c) the Affordable Housing Covenant, duly executed and acknowledged by Agency;
- (d) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged Agency; and
- (e) all other documents reasonably required by Escrow Agent from Agency to carry out and close the Escrow pursuant to this Agreement, including Agency's portion of the Escrow fees and prorations.

6.2.4. Deliveries by Developer

On or before the scheduled Closing Date, Developer shall deliver the following to Escrow Agent:

- (a) the balance of the Purchase Price;
- (b) the Deed to the Property, duly executed and acknowledged by Developer;
- (c) the Memorandum, duly executed and acknowledged by Developer;
- (d) Copies of executed construction loan documents for the Project consistent with the evidence of financing as approved by Agency pursuant to Section 4;
- (e) the Affordable Housing Covenant, duly executed and acknowledged by Developer;
- (f) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged Developer; and
- (g) all other sums and documents reasonably required by Escrow Agent from

Developer to carry out and close the Escrow pursuant to this Agreement, including Developer's portion of the Escrow fees and prorations.

6.2.5. [RESERVED]

6.2.6. Termination

If the Escrow is not in condition to close before the time for conveyance established in this Agreement, either Party who then shall have fully performed the acts to be performed before the Closing, may, in writing, terminate this Agreement in the manner set forth in Section 13.6, and demand the return of its money, papers, and documents. Thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in Section 13.6. If neither Agency nor Developer shall have fully performed the acts to be performed before the time for conveyance established in the Schedule of Performance, no termination shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the Parties shall cause the Closing to occur as soon as possible. The terms of this paragraph shall not affect the rights of Agency or Developer to terminate this Agreement under Section 13 hereof. Nothing in this Section shall be construed to impair or affect the rights or obligations of Agency or Developer to specific performance.

6.2.7. Amendment to Escrow Instruction Letter

Any amendment to the Escrow Instruction Letter shall be in writing and signed by both Agency and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

6.2.8. No Real Estate Commissions or Fees

Agency and Developer each represents that it has not engaged any broker, agent, or finder in connection with this transaction. Developer agrees to hold Agency harmless from any claim concerning any real estate commission or brokerage fees arising out of Developer's actions and agrees to defend and indemnify Agency from any such claim asserted concerning the commission or brokerage fees. Agency agrees to hold Developer harmless from any claim concerning any real estate commission or brokerage fees arising out of Agency's actions and agrees to defend and indemnify Developer from any such claim asserted concerning the commission or brokerage fees. Provided, however, nothing herein shall prevent Developer from preleasing or preselling space within the Workforce Housing Project, thus incurring real estate commissions or brokerage fees in connection with those pre-opening activities. In no event, though, shall Agency be liable for any real estate commission or brokerage fees on account of

any such preleasing or preselling activity. J. Dean Papé discloses that he is a broker, but has not incurred any commissions related to this Agreement.

6.3. Conditions to Property Transfer

6.3.1. Conditions to Agency's Obligations

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Property to Developer and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Agency Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements for the conveyance of the Property and for the development of the Project from all governmental agencies with jurisdiction, with the exception of grading permits and building permits. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final grading plans and building plans for the Project and grading permits and building permits shall be ready to be issued upon payment of fees within sixty (60) days of Closing. If reasonably available from the City, Developer shall provide written confirmation from the City that the permits and approvals are ready to be issued upon the payment of fees on or after Closing with a list of remaining open items.
- (b) **Developer Deliveries Made.** Developer has deposited with Escrow Agent all sums and documents required of Developer by this Agreement for the Closing.
- (c) **Insurance.** Developer shall have timely submitted and obtained Agency's approval of the insurance required pursuant to Section 9.1 of this Agreement.
- (d) **Evidence of Financing.** Agency shall have approved Developer's preliminary evidence of financing in accordance with Section 4 of this Agreement and Developer has provided reasonable documentation supporting proof of funds from a bank or an equity partner(s) showing sufficient funds are available and committed to this Project to close the funding gap. Developer has executed construction loan documents, and the financing for the Project shall close concurrently with the Closing.
- (e) **Unit Mix, Unit Affordability and Project Rental Requirements.** Agency shall have approved Developer's Unit Documentation establishing an agreed upon unit mix, unit affordability and project rental requirements.

- (f) **No Default.** Developer shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and all representations and warranties of Developer contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- (g) **Construction Contract.** Prior to Closing, Developer shall submit to Agency a construction contract, or other evidence satisfactory to Agency, with the General Contractor for the Project that requires the Project to be constructed for an amount that does not substantially exceed the Project Budget, as described in Section 4.1(a).
- (h) **Land Exchange.** That Agency and YMCA have entered into the Land Exchange Agreement for the Agency's acquisition of the YMCA Exchange Property, and pursuant to the terms of the agreement, the closing conditions have been satisfied and/or waived, and the YMCA and the Agency will contemporaneously close the transaction on the Closing Date if not closed earlier in accordance with the terms of the Land Exchange Agreement.
- (i) **Block 68 South Mixed-Use Housing & Mobility Hub Project DDA.** Prior to Closing, Agency and Developer have entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA and Developer is not in default under the Block 68 South Mixed-Use Housing & Mobility Hub DDA.
- (j) **Type 4 Agreement.** Agency and Developer have entered into Type 4 Agreement regarding the construction of certain Public Project Improvements and any agreed upon scope of the Rebuild 11th Street project.
- (k) **Reuse Appraisal.** Prior to Closing, the Reuse Appraiser shall have completed the Reuse Appraisal, as may have been supplemented.
- (l) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Property or the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (m) **Parking Agreement.** Prior to Closing, Agency and Developer shall agree to a form Parking Agreement to address parking rights and obligations within the Block 68 South Mixed-Use Housing & Mobility Hub Project to serve the Workforce Housing Project.

- (n) **Final Construction Documents.** Prior to Closing, the Executive Director has approved the Final Construction Documents.

6.3.2. Conditions to Developer's Obligations

In addition to any other condition set forth in this Agreement in favor of Developer, Developer shall have the right to condition its obligation to purchase the Property and close the Property Escrow upon the satisfaction, or written waiver by Developer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Developer Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements for the conveyance of the Property and for the development of the Project from all governmental agencies with jurisdiction, with the exception of grading permits, building permits and final condominium plat approvals. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final grading plans and building plans for the Project and grading permits and building permits shall be ready to be issued upon payment of fees within sixty (60) days of Closing.
- (b) **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required of Agency by this Agreement for the Closing.
- (c) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Developer at Closing an ALTA standard coverage owner's title policy, or, upon Developer's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring Developer's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under Developer; items disclosed by the Survey; items that would have been disclosed by a physical inspection of the Property on the Effective Date; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; any mutually agreed upon Supplemental Title Objections; and the exceptions disclosed in the Title Report. If Developer requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions.
- (d) **No Default.** Agency shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.

- (e) **Debt and Equity Financing.** That Developer is able to obtain financing reasonably acceptable to Developer, that Agency approved the preliminary evidence of financing pursuant to Section 4.2, that Developer has sufficient funds available and committed to this Project to close the funding gap, and that all conditions to any financing commitments for the Project are satisfied and such commitments are fulfilled by the lenders and other third parties involved. A commitment to make a construction loan shall be considered fulfilled upon execution of the loan agreement by Developer and the lender and depositing with Escrow Agent the mortgage or deed of trust securing the loan to be executed by Developer as of the Closing Date.
- (f) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (g) **Parking Agreement.** Prior to Closing, Agency and Developer shall agree to a form Parking Agreement to address parking rights and obligations within the Block 68 South Mixed-Use Housing & Mobility Hub Project to serve the Workforce Housing Project.
- (h) **Unit Mix, Unit Affordability and Project Rental Requirements.** Agency shall have approved Developer's Unit Documentation establishing an agreed upon unit mix, unit affordability and project rental requirements.
- (i) **Final Construction Documents.** Prior to Closing, the Executive Director has approved the Final Construction Documents.

6.4. Satisfaction of Conditions

Where satisfaction of any of the foregoing conditions requires action by Developer or Agency, each Party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a Party is not in a position to know whether or not a condition precedent has been satisfied, then the Party that is aware of the status of the condition shall immediately notify the other Party.

6.5. Waiver

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 6.3.1, but any such waiver shall be effective only if contained in a

writing signed by Agency and delivered to Developer. Developer may at any time or times, at its election, waive any of the Developer Closing Conditions set forth in Section 6.3.2, but any such waiver shall be effective only if contained in a writing signed by Developer and delivered to Agency. Notwithstanding the foregoing, Agency and Developer shall use all commercially reasonable efforts to satisfy the Agency Closing Conditions or Developer Closing Conditions, as applicable, including, without limitation, cooperation to complete any additional documents or agreements which are not in final form as of the Effective Date.

6.6. Termination

In the event each of the Agency Closing Conditions set forth in Section 6.3.1 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by Agency pursuant to Section 6.5, and provided Agency is not in default of this Agreement, Agency may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Developer Closing Conditions set forth in Section 6.3.2 is not fulfilled by the outside date for the Closing Date, or such earlier time period as provided for herein, or waived by Developer pursuant to Section 6.5, and provided Developer is not in default of this Agreement, Developer may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either Party then in default from liability for any default. In the event this Agreement is terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to Developer; provided, however, that Developer shall retain the Deposit, less the Agency costs incurred for the Reuse Appraiser, so long as Developer has fully performed the obligations required to be performed by Developer prior to that time.

7. CONDITION OF THE PROPERTY

7.1. "As Is"

Subject to Agency's representations, covenants, and warranties expressly set forth in this Agreement, Developer acknowledges and agrees that any portion of the Property that it acquires from Agency pursuant to this Agreement shall be purchased "as is" Subject to the Due Diligence Investigations.

Agency makes no representations or warranties with respect to whether the Property is currently, or in the future, located either wholly or partially in a flood plain or a flood hazard boundary or similar area.

7.2. Agency Representations

Agency represents and warrants to Developer as follows: (1) Developer has been provided with complete copies of the Title Reports for the Agency Exchange Parcel and the Property; (2) pursuant to the Access Agreement, Agency has provided Developer access to the Agency Exchange Parcel and the YMCA has provided Developer access to the Property to conduct Due Diligence Investigations, including completing the Environmental Reports, the geotechnical Reports, and the ALTA surveys; (3) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (4) entering into this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary Agency action and do not violate the laws governing Agency's activities or any other agreement to which Agency is a party; and (6) unless otherwise disclosed and agreed to by the Parties, there will be no tenants, occupants, or other Parties in possession of the Property. These representations and warranties shall survive Close of Escrow and delivery of the Deed to Developer.

7.3. Environmental Release and Waiver

Subject to Agency's representations and warranties expressly set forth in this Agreement or as otherwise disclosed in the Environmental Reports, Developer hereby releases and waives all rights, claims, or causes of action Developer may have in the future against Agency arising out of or in connection with any Hazardous Materials at, on, in, beneath, or from the Property for any periods before or after the Closing Date. Notwithstanding the foregoing, during the course of construction, in the event Developer discovers environmental matters or conditions that otherwise could not be discovered during the Due Diligence Investigations, Developer and Agency will meet to determine whether costs may be reimbursed through the Type 4 Agreement, or, if available, Agency may participate in those costs available to it through state or local programs to fund corrective actions for poor soil and related construction matters

8. DEVELOPMENT OF THE PROPERTY

8.1. Scope of Development

The Property shall be developed subject to the terms and conditions of this Agreement and consistent with the Scope of Development as set forth in the Joint Proposal.

8.2. Local, State, and Federal Laws

Developer shall carry out any required construction of the Project in conformity with all applicable laws, including all applicable federal and state labor standards.

8.3. Antidiscrimination During Construction

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin.

8.4. Acknowledgement

The Parties acknowledge Developer submitted to Agency the Scope of Development as part of the Joint Proposal, which Joint Proposal was approved by the Agency Board with comment on December 13, 2021 (**Attachment 6**).

8.5. Schematic Design Documentation

8.5.1. Schematic Design Drawings and Schematic Design Documents

Within one hundred eighty (180) days of the Effective Date and at or prior to submitting the design review application to the City of Boise, Developer shall submit Schematic Design Documents (defined below) to the Agency's Executive Director, and following receipt of a complete submission, the Agency Board will consider the Schematic Design Documents for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy. The Schematic Design Drawings shall also include the site/landscaping plans, which should indicate integration with and any coordinated scope of the previously permitted Rebuild 11th Street project and show the planned Public Project Improvements (the "Schematic Design Drawings").

Developer shall also include the following documents and information with its submission of the Schematic Design Drawings to the Executive Director:

- (a) A written summary of progress on, or modifications to, mobility and sustainability initiatives identified in the Joint Proposal, including the following information:
- short narrative on how site design prioritizes pedestrian, cyclist, and transit mobility;
 -
 - how goals for reducing energy and water use have been considered in the selection of mechanical, electrical and plumbing systems (if available);
 - feasibility/progress regarding Project-wide energy and utility systems (central plant);
 - use of geothermal system;
 - inclusion of recycling and composting facilities; and
 - number and location of electric vehicle charging stations.

(b) A clear chart showing itemized changes or new information from the approved Joint Proposal, including:

- square footage by type of uses
- floor plans
- number of parking spaces and bike racks
- site plan
- perspective renderings
- targeted ground floor uses
- floor heights (14' ground, minimum 9' for the majority of the living space of in-unit residential)
- development schedule and duration

(collectively, the Schematic Design Drawings, together with the additional submitted information may be referred to as the "Schematic Design Documentation.")

Within ten (10) business days of a complete submission of the Schematic Design Documentation to Agency, Agency and Developer will meet at least once in person to review Agency staff comments to the Schematic Design Drawings before they are presented to the Agency Board.

The Agency Board will evaluate the Schematic Design Documentation on whether it is consistent or how it compares with the intent of the Joint Proposal and RFP goals to provide Workforce Housing and the overall success of the Project as contemplated by the RFP and the Joint Proposal. The Agency Board approval will depend on Project:

- contributing to an exceptional built environment and authentic neighborhood fabric;
- embracing density and providing for activity conducive to a compact, mixed-use downtown;
- active ground-floor uses;
- enhancing pedestrian, bike, and transit accessibility and connections;
- considering and integrating existing mobility plans
- working to mitigate climate impact with innovative design and utility system infrastructure and facilities

The Agency Board shall approve, conditionally approve, or disapprove of Developer's Schematic Design Review Documentation, and will direct Agency staff to set forth the Agency Board's position in writing within fifteen (15) days of the Agency Board meeting considering the Schematic Design Documentation. Agency's approval of the Schematic Design Documentation shall not be unreasonably withheld, conditioned, or delayed so long as it is consistent with the intent of the Joint Proposal and RFP goals to provide Workforce Housing and the overall success of the Project as contemplated by the RFP and the Joint Proposal. If the Agency Board

conditionally approves or disapproves of any portion of the Schematic Design Documentation, such conditional approval or disapproval shall be in writing to Developer stating the specific conditions to the Agency Board's approval or reasons for such disapproval. Developer shall promptly resubmit Schematic Design Documentation, as modified to conform to Agency's requirements, for Executive Director approval not more than twenty (20) days after receipt of the Agency's conditional approval or disapproval and this process shall continue until the Parties reach agreement on the Schematic Design Documentation.

Developer may proceed with submitting the design review application to the City of Boise pending the Agency Board's consideration of the Schematic Design Documentation; however, the Agency shall have approved the Schematic Design Documentation prior to Developer obtaining final approval of the Design Review Documents from the City. To the extent the Agency approved Schematic Design Documentation requires modifications to the plans and/or drawings submitted with the original design review application to the City, Developer will submit, or resubmit the modified design review application to the City.

Agency acknowledges the Developer's plans and drawings may be continually modified during any Agency review period in order to avoid delay of Developer's obligations hereunder, and any such changes shall be included in Schematic Design Drawings re-submitted to the Agency in response to Agency changes identified by the Agency Board and/or staff, as the case may be, and set forth in the conditional approval or disapproval of the Schematic Design Documentation.

To the extent the plans and drawings submitted by Developer to the City are subject to revisions during the City's design review process, Developer shall provide Agency all updated and revised plans and drawings, including copies of any materials at the time they are submitted to the City, and a clear chart showing itemized changes from the initial submission of the Schematic Design Drawings to the Agency Board, or as may have been modified:

- square footage by type of uses
- development schedule and duration
- number of parking spaces and bike racks
- perspective renderings
- floor plans
- site plan
- landscaping schedule

Agency will review the materials as submitted; however, Developer must immediately inform Agency of any substantial change (as defined in Section 8.11) to the Agency approved Schematic Design Drawings, which may require additional Agency Board approval. Agency and Developer agree to work collaboratively through the design review process.

8.6. Design Development Drawings

Within two hundred forty (240) days from the Effective Date, Developer shall submit the design development drawings, which for purposes of this Agreement means the design development set as determined by when submission would be the least disruptive to Developer (the “Design Development Drawings”) to the Executive Director for review and approval. Agency shall review or disapprove of the Design Development Drawings within twenty-one (21) days of receiving a complete submission. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Unit Documentation and the Schematic Design Drawings as approved by the Agency Board and that there has not been a substantial change (as defined in Section 8.11). Agency Executive Director approval of the Design Development Drawings shall not be unreasonably withheld, conditioned, or delayed. The submission of the Design Development Drawings shall include a clear chart showing itemized changes from the Agency Board approved Unit Documentation and Schematic Design Documentation, including:

- square footage by type of uses
- unit mix
- unit affordability
- floor plans and unit layouts
- interior finishes schedule
- number of parking spaces and bike racks
- site plan
- landscaping plan and schedule
- building elevations/sections listing all exterior finishes
- public improvements plans
- integration of Rebuild 11th Street
- construction schedule and duration
- summary of mechanical, electrical and plumbing systems, use of geothermal system and energy/utility sustainability initiatives

Developer must inform Agency of any substantial change (as defined in Section 8.11) to the Agency approved Unit Documentation or Schematic Design Drawings, which may require additional Agency Board approval, subject to the process outlined in Section 8.11. Agency and Developer agree to work collaboratively through the design review process.

8.7. Final Construction Documents

At least sixty (60) days prior to Closing, and no later than time Developer submits its application for the issuance of a building permit, Developer shall submit to the Executive Director the Final Construction Drawings for Agency review and approval. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Agency approved

Unit Documentation, the Schematic Design Drawings and the Design Development Drawings. The submission of the Final Construction Drawings shall include a clear chart showing itemized changes from the Board approved Unit Documentation and Design Development Drawings, including:

- square footage by type of uses
- unit mix
- unit affordability
- floor plans and unit layouts
- interior finishes schedule
- number of parking spaces and bike racks
- site plan
- landscaping plan and schedule
- building elevations/sections listing all exterior finishes
- public improvements plans
- integration of Rebuild 11th Street
- development schedule and duration
- summary of mechanical, electrical and plumbing systems, use of geothermal system and energy/utility sustainability initiatives

(collectively, the Final Construction Drawings and the itemized chart may be referred to as the “Final Construction Documents.”)

Within ten (10) business days of a complete submission of the Final Construction Documents to Agency, Agency and Developer will meet at least once in person to review Agency staff comments to the Final Construction Drawings. To the extent the Agency has changes to the Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City prior to approval by the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.

Agency Executive Director review of the Final Construction Drawings will be as set forth in Section 8.10 and subject to the provisions of Sections 8.8, 8.9, 8.10, and 8.11.

The City’s approval of the Final Construction Drawings shall constitute Agency’s approval subject to the Executive Director’s approval or conditional approval as set forth in Section 8.10 and except as provided in Section 8.11.

8.8. Agency Approval of Plans, Drawings, and Related Documents

Subject to the terms of this Agreement, Agency shall have the right of reasonable review of all plans and drawings, including any substantial changes therein. Developer shall make every reasonable effort to present drawings and plans in compliance with the Joint Proposal, or the subsequent Agency Board approved Unit Documentation, Schematic Design Drawings, Design

Development Drawings or Final Construction Drawings. In the event Developer seeks a substantial change (as defined in Section 8.11) or waiver from the Joint Proposal, or the subsequent Agency Board approved Unit Documentation, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings, other than as permitted in this Agreement, Developer shall so indicate when those drawings and plans are submitted to the Agency.

8.9. Communication; Revisions

Agency and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to Agency can receive prompt and speedy consideration. If any revisions or corrections of Unit Documentation, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings approved by Agency shall be required by any government official, agency, department, or bureau having jurisdiction or any lending institution involved in financing, Developer and Agency shall cooperate in efforts to revise or correct the plans or drawings or obtain a waiver of such requirements or to develop a mutually acceptable alternative.

8.10. Prompt Review

Agency Executive Director shall promptly approve, approve conditionally, or disapprove of the Final Construction Drawings in writing within fifteen (15) days of receiving a complete submission of the Final Construction Documents. Agency's review is to ensure Project design is progressing in alignment with the Agency Board approved Unit Documentation and Schematic Design Drawings, and the Agency approved Design Development Drawings.

In general, Agency may designate a committee of its members and staff to expedite plan approvals for drawings not requiring Agency Board approval. Failure by Agency either to approve, approve conditionally, or to disapprove Design Development Drawings or Final Construction Documents within the times established in Section 8 shall be deemed a conditional approval. Any Agency approved Unit Documentation, Schematic Design Documentation, Design Development Drawings and Final Construction Drawings shall not be subject to subsequent disapproval, unless there is a substantial change (as defined in Section 8.11) following Agency approval pursuant to Section 8.11.

8.11. Substantial Changes to Drawings

If Developer desires to make any substantial change in the Unit Documentation, Schematic Design Drawings, the Design Development Drawings and/or the Final Construction Drawings after Agency approval, such proposed change shall be submitted to Agency Board for approval. For purposes of Section 8 only, "substantial change" is defined as any change which by such change will revise (i) the value or cost of the Project (following completion) by more than fifteen percent (15%), (ii) change the total useable square footage of the Project by more or less

than fifteen percent (15%) (iii) any change to the number of Workforce Housing Units in the Project, as shown in the Final Construction Documents (iv) any change to the minimum square footage of Workforce Housing Units, or (v) any change to the exterior design from the Agency approved Schematic Design Drawings, unless required by the City pursuant to the design review and permitting process.

Following submission of the proposed substantial change to Agency's Executive Director, whether due to Developer or as may be required by the City as part of the design review and permitting process, and following receipt of a complete submission showing the substantial change, the Agency Board will consider the proposed substantial change for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy. For purposes of review, the Agency Board will ensure the proposed substantial change is in alignment with the requirements of the RFP and the Joint Proposal.

The Agency Board shall approve or disapprove of the substantial change, and will direct Agency staff to set forth the Agency Board's position in writing within fifteen (15) days of the Agency Board meeting considering the substantial change. Agency Board's approval of the substantial change shall not be unreasonably withheld, conditioned, or delayed so long as the proposed substantial change is consistent with the intent of the RFP, Joint Proposal and current overall Agency goals to provide Workforce Housing and the overall success of the Project. If the Agency Board disapproves the substantial change, such disapproval shall be in writing to Developer stating the specific reasons for such disapproval. Developer shall promptly resubmit the documents supporting the substantial change, as modified to conform to Agency's requirements, for Executive Director approval not more than twenty (20) days after receipt of the Agency's disapproval and this process shall continue until the Parties reach agreement on the scope of the substantial change.

To the extent the substantial change results in a project scope that is different from the documentation/information submitted to the Reuse Appraiser, the updated documents with the substantial change as approved by the Agency Board will need to be immediately submitted to the Reuse Appraisal, and if necessary, the Reuse Appraisal may need to be supplemented.

8.12. Construction Reporting

The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Project and to achieve the objectives of the Redevelopment Plan. Therefore, the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party's performance of its obligations under this Agreement.

8.12.1. Developer's Obligations

Developer, as requested by Agency, shall:

- (a) Permit Agency staff to attend weekly and/or monthly construction progress and design meetings for the Project to permit Agency to assess the progress of development and construction and assess compliance with the Schedule of Performance, and the adherence of the development and construction to the plans approved by Agency;
- (b) Provide Agency with a monthly written status report on the Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance, photos of the Project, and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency's Board of Commissioners prior to their regular monthly meetings. The Agency Board meets the second Monday of each month. Developer's written status report is due to the Agency two Fridays prior to the Monday meeting;
- (c) If requested by Agency, attend and provide oral status reports on the Project at regular monthly meetings of Agency's Board of Commissioners;
- (d) To the extent the meetings described in Section 8.12.1(a) are not adequate as determined by Agency, schedule and attend meetings at the request of the Agency with Agency's staff, Agency's consultants, and representatives from the City of Boise or other public entities (if necessary) not more than two times during any 90 day period prior to the completion of construction for general coordination and review of the progress and schedule of the Project, any implementation agreements or other documents to be submitted by either Party, and any other tasks necessary or convenient for development of the Project to achieve the objectives of the Redevelopment Plan; and
- (e) If requested by Agency, include Agency name and logo on construction signs, fencing and other locations in and around the Site during construction.

8.12.2. Agency's Obligations

In furtherance of this Section, Agency shall:

- (a) provide timely and meaningful comments to the information, reports, and other documents submitted to Agency by Developer; and
- (b) provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Project in sufficient time so as to not delay

construction or cause Developer to incur additional costs and in accordance with the timeframes set forth herein (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's comments, conditions, and requirements prior to filing an application with City for a building permit for the Project.

8.12.3. Meeting Attendance

The Parties shall use their best reasonable efforts to have their respective principals and staff members available, as needed, to participate in meetings, hearings, and work sessions if requested by the other Party.

8.12.4. Access to the Property

For the purpose of assuring compliance with this Agreement, after Closing, agents and employees of Agency shall have the reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Agency shall cause anyone who comes onto the Property on Agency's behalf to comply with applicable OSHA or other safety regulations, and to provide no less than 48 hours' notice prior to exercising its rights of access pursuant to this Section, and shall comply with on-site safety and security requirements for an active construction site. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless Developer and its respective officers, officials, representatives, members, employees, and agents from and against any and all loss, cost, liability, or expense (including reasonable attorneys' fees) arising from the gross negligence or misconduct of Agency, its agents, and employees upon entry on the Property pursuant to this Section. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

8.12.5. Reasonableness

Developer shall reasonably comply with the requirements of the Redevelopment Plan and shall prepare Final Construction Documents consistent with the Schematic Design Documents and the Joint Proposal. Notwithstanding anything to the contrary elsewhere in this Agreement or elsewhere, Agency will not unreasonably impose requirements which would cause development of the Project to become economically infeasible as set forth in Subsection 13.6.1(d) or is otherwise inconsistent with this Agreement or the approved Final Construction Drawings. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and, Developer acknowledge that cooperation between the Parties is essential to the development of the Project.

8.12.6. Cost of Construction

As between the Parties the cost of developing and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

9. INSURANCE AND INDEMNIFICATION

9.1. Bodily Injury, Property Damage, and Workers' Compensation Insurance

Developer shall, or through the General Contractor shall, at its sole cost, obtain and maintain in force from and after the Closing (as specified below) insurance of the following types, with limits not less than those set forth below with respect to the Project, and with the following requirements:

- (a) Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$4,000,000 and a general aggregate limit of not less than \$4,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than eighteen months following completion of the Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.
- (b) During the construction of the Project, Builder's Risk Insurance upon the Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) sinkhole collapse; (xii) collapse; (xiii) breakage of building glass; (xiv) falling objects; (xv) debris removal; (xvi) demolition occasioned by enforcement of laws and regulations; (xvii) weight of snow, ice, or sleet; (xviii) weight of people or personal property;
- (c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province

having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

- (d) Automobile Liability Insurance covering use of all, 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.
- (e) Umbrella Liability Insurance in an aggregate limit of \$15,000,000 shall be attached and in excess of the coverage to be maintained as set forth in paragraphs (a) and (c) above with drop down coverage where underlying primary coverage limits are insufficient or exhausted.
- (f) All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Project covered by the required insurance unless otherwise as the result of the negligence or misconduct of Agency or its respective affiliates, directors, and employees.
- (g) Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.
- (h) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.
- (i) The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General Liability Insurance policy shall contain a Cross-

Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

9.2. Indemnification By Developer

Developer shall indemnify and hold Agency, and its commissioners, officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against Agency, or its commissioners, officers, agents, and employees by reason of any of the following occurrences:

- (a) Any work or thing done in connection with the Project by or at the direction of Developer, including, without limitation, inspection of the Property prior to Closing, any work on the Property prior to Closing, and the construction of any improvements, or any tenant improvements, in each case by or at the direction of Developer; or
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Project or any part thereof by Developer; or
- (c) Any negligence on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof during construction of the Project by or at the direction of Developer; or
- (e) Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against Agency, or its respective commissioners, officers, agents, and employees by reason of any such claim for which Developer is required to provide indemnification hereunder, Developer, upon written notice from Agency shall, at Developer's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency, or its respective commissioners, officers, agents, or employees or from conduct resulting in an award

of damages against Agency. The obligations of Developer under this Section are not intended to run with the land or to be binding upon subsequent owners of portions of the Property.

10. POST PROJECT COMPLETION PURCHASE PRICE ADJUSTMENT

10.1. Certificate of Completion

Promptly after completion of all construction and development to be completed by Developer for the Project, Developer shall submit to Agency a request for a certificate of completion for the Project ("Certificate of Completion"). A form of the Certificate of Completion is attached hereto as **Attachment 9**. Agency shall promptly issue the Certificate of Completion on the Workforce Housing Project if (a) City has issued a temporary certificate of occupancy for 100% of the residential units of the Project; (b) the public infrastructure improvements contemplated in the Type 4 Agreement have been completed and accepted by the appropriate governing entity, if applicable; and (c) if Developer is not in default under this Agreement and Agency has not sent notice to Developer of any event which with the passing of time could give rise to a default under this Agreement. The Parties acknowledge the failure to construct the Project within the time frame set forth in the Schedule of Performance may, after Agency provided Developer with written notice of default and an opportunity to cure any such default as set forth in Sections 13.1 and 13.2, be considered by Agency as a default by Developer under this Agreement.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender. Such Certificate of Completion is not notice of completion as referred to under other laws of the State of Idaho.

10.2. Adjusted Purchase Price

The adjusted purchase price for the Property (the "Adjusted Purchase Price"), subject to the conditions set forth in the following section, shall be determined by the Reuse Appraisal Data, and as set forth in Section 5.2.

The Adjusted Purchase Price is based upon Reuse Appraisal Data.

10.3. Request for the Purchase Price Adjustment

Upon Agency's issuance of the Certificate of Completion and issuance of the architect's Certificate of Substantial Completion (AIA G704-2017), Developer shall submit to Agency, on or before March 30, 2026, a request for a purchase price adjustment for the Property (the "Purchase Price Adjustment Request"), together with supporting documents/information outlined below. The Purchase Price Adjustment Request shall include a written explanation of the final completed Project with emphasis on how the final completed Project as built substantially conforms to the Final Construction Drawings approved by Agency.

- (a) The request shall include a detailed statement of construction costs, including, but not limited to, contractor payment requests, construction draws and change orders approved for payment, evidence of payment and determination whether certain expense items were incurred which were not previously identified in the construction and renovation estimate or within the drawings and construction plans submitted pursuant to this Agreement. In the event Agency is unsatisfied with the information, Agency may request, and Developer shall provide, such information as certified by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants.
- (b) Upon Agency's request, Developer shall coordinate a tour of the completed Project by Agency Board members and/or staff to review the Project and reasonably assess whether or not the completed Project conforms to the Final Construction Drawings.
- (c) Agency shall have thirty (30) days to review the Purchase Price Adjustment Request and confirm Developer's performance of its obligations under this Agreement. If the Project, as built, does not substantially conform to the Final Construction Documents and as further evidenced by the Architect's Certificate, the Purchase Price shall not be adjusted, and Agency shall provide a written explanation for such denial. Developer, upon receipt of the denial of the Purchase Price Adjustment Request, shall review the reasons for such denial and resubmit the Purchase Price Adjustment Request to Agency as soon as possible after receipt of the denial for reconsideration of such request. The Agency shall have fifteen (15) days to review the resubmission of the Purchase Price Adjustment Request and confirm Developer's compliance with the terms set forth in the written explanation for denial. Developer, upon receipt of an additional written denial, shall review the reasons for such additional denial and resubmit the Purchase Price Adjustment Request to Agency as soon as possible after receipt of the second notice of denial for reconsideration of such request. This process will continue until Developer has submitted an approved Purchase Price Adjustment Request.
- (d) If the as built Project substantially conforms to the Final Construction Drawings and as further evidenced by the Architect's Certificate, and the Agency approves the Purchase Price Adjustment Request, a portion of the Purchase Price in an amount not to exceed Four Million, Four Hundred Sixty-One Thousand and 00/100 Dollars (\$4,461,000.00) shall be adjusted and Agency shall, within thirty (30) calendar days of Agency's approval of the Purchase Price Adjustment Request, remit to Developer up to Four Million, Four Hundred Sixty-One Thousand and 00/100 Dollars (\$4,461,000.00).

The Purchase Price shall not be adjusted unless and until Developer acknowledges and certifies in writing that the Project shall adhere to the requirements set forth in the Master License Agreement for Regulation and Control of the Sidewalk and Parking Facilities in the Greater Downtown Area at the time of the commencement of construction of the Project.

11. CAPITAL IMPROVEMENTS AND GENERAL ASSISTANCE REIMBURSEMENT

11.1. Type 4 Capital Improvement and General Assistance Reimbursement Agreement

In order to further maximize the benefit to the Agency, and the public, in light of the overall public benefit being provided by the Project, the Agency intends to negotiate with Developer the terms of a Type 4 Agreement related to Developer's construction of certain public infrastructure improvements eligible for reimbursement. The form of the Type 4 Agreement is as set forth in Attachment 14.

Agency and Developer shall enter into the Type 4 Agreement within one hundred eighty (180) days of the Effective Date in order to facilitate coordination with Agency regarding the undergrounding or improvement of the Project's site utilities in or adjacent to the 11th Street right-of-way. No later than the Effective Date of the Type 4 Agreement, or April 15, 2023, whichever is earlier, Developer will submit to Agency the scope of work for power undergrounding and site utilities.

The Type 4 Agreement will address Public Project Improvements, including those public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, including streetscape enhancements and multi-modal amenities. The Type 4 Agreement will further address the construction of any coordinated portion of the Rebuild 11th Street Project, adjacent to the Site, together with streetscape improvements, fiber optic conduit installation, pavement maintenance and other eligible public improvements, which all or a portion of such improvements may be eligible for reimbursement.

The Agency has obtained the necessary permits for the Rebuild 11th Street Project. The Public Project Improvements and integration with and any coordinated scope of the Rebuild 11th Street Project will be incorporated into Developer's Schematic Design Drawings and will likely be incorporated into the Final Construction Drawings submitted to the City for approval. For purposes of coordination and integration of the Rebuild 11th Street Project, the Parties agree to work collaboratively to determine the most efficient manner of completing the Rebuild 11th Street Project, while incorporating the necessary conduit and site utilities to support the Project. The Type 4 Agreement will also address Project coordination to increase efficiency and to reduce area disruptions during construction with other Agency projects in the Project Area. The coordination scope includes, but is not limited to location and use of construction staging areas,

construction fence location, ACHD traffic control plans and permits, public detour routes, and other construction logistics related to the public improvements under the Type 4 Agreement.

12. DEVELOPER'S POST-DEVELOPMENT AND CONSTRUCTION OBLIGATIONS

Anything to the contrary in this Agreement notwithstanding, the following provisions set forth in this Section are the only obligations of Developer intended to survive with respect to the Property following the issuance of a Certificate of Completion.

12.1. [RESERVED]

12.2. [RESERVED]

12.3. [RESERVED]

12.4. [RESERVED]

12.5. Use of the Property During Term of the Redevelopment Plan

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, Developer, its successors, and assignees shall devote the Property to the uses specified in the Redevelopment Plan, the Deed, the Affordable Housing Covenant, and this Agreement for the periods of time specified therein. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 12.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

12.6. Obligation to Refrain from Discrimination

Developer covenants by and for Developer and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, age, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign, or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 12.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

12.7. Effect and Duration of Covenants

Except as otherwise provided in this Section, the Deed or the Affordable House Covenant, the covenants contained in this Section shall remain in effect for fifteen (15) years from the issuance date of the Certificate of Completion, or the length of time required by any financing program requirements accessed by the Developer, whichever is longer and will extend beyond December 31, 2025 (the termination date of the Redevelopment Plan). The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deed and Affordable Housing Covenant shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, Agency's successors and assigns, City, and any successors in interest to the Property or any part thereof (other than tenants).

12.8. Provisions That Run with the Land

Agency is deemed the beneficiary of those terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The covenants that expressly run with the land shall run in favor of Agency without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Property, any parcel or subparcel, or in the Project Area. Agency shall have the right, if the covenants that expressly run with the land are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled. Notwithstanding the foregoing, if Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement during the period of ownership of the conveying party. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance.

12.9. Affordable Housing Covenant Compliance

For the duration of the rent restriction and income qualification requirements as set forth in the Affordable Housing Covenant, each year on or before February 28 (or within sixty (60) days of the close of Developer's fiscal year), Developer shall submit to the designated Housing Monitor an Annual Rent Report (**Attachment 12**) certifying compliance with the Affordable Housing Covenant.

13. DEFAULTS, REMEDIES, AND TERMINATION

13.1. Defaults—General

Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement. Upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default as further set forth in Section 13.2.

13.2. Written Notice and Cure

The Party claiming a failure or delay in performance shall give written notice of default within five (5) days of the latter of (i) such actions or omissions giving rise to the default or (ii) discovery by the non-defaulting Party learning of such actions or omissions, to the Party failing or delaying performance specifying the default complained of by the injured Party. Except as required to protect against further damages, the Party claiming default may not institute dispute resolution proceedings against the Party in default until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any default, provided, however, in the event such default cannot be cured within said sixty (60) days then the defaulting party shall have a reasonable period to cure the default (not to exceed ninety (90) days unless otherwise agreed to by the Parties), during which period the defaulting party, with reasonable cooperation from the non-defaulting party if necessary to complete or achieve a cure, shall at all times diligently pursue a cure.

13.3. No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.4. Materiality of Provisions

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the Parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. Subject to Sections 13.1 and 13.2, it is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either Party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed

by the Party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the Party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either Party shall give the other Party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section.

13.5. Legal Actions

13.5.1. Institution of Legal Actions

Subject to the express limitations herein, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

13.5.2. Applicable Law

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

13.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Chair of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made by personal service upon Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

13.5.4. Rights and Remedies

Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

13.5.5. Specific Performance

If any Party has provided notice and an opportunity to cure to the other Party pursuant to Section 13.1 and 13.2, and the default is not cured, the nondefaulting Party, at the nondefaulting Party's option, may institute an action for specific performance of the terms of this Agreement provided that specific performance shall be limited to those actions which necessitate action on the part of a Party but not for any action where damages (including, without limitation, liquidated damages pursuant to Section 13.5.6 below) are otherwise available.

13.5.6. Limitation on Agency's Remedies Prior to Developer's Acquisition of the Property

Except as set forth in Section 13.6.2, if Developer defaults in its obligation to acquire the Property or to satisfy any conditions relating to the acquisition of the Property, Agency's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit relating to the Property as liquidated damages. Such amount to be retained by Agency has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine.

13.6. Remedies and Rights of Termination Prior to Conveyance of the Property to Developer

13.6.1. Termination for Cause by Developer

In the event that prior to Closing for the Property, as applicable:

- (a) Agency does not tender title to the Property, as applicable, or possession thereof in the manner and condition and by the dates provided in this Agreement, on or before the Closing Date; or
- (b) Agency is unable to or does not perform its obligations as set forth in this Agreement subject to any cure periods, provided such cure periods shall not extend the outside Closing Date; or
- (c) the zoning of the Property, as applicable, does not permit the development, construction, use, operation, or maintenance of the Project and improvements specified in this Agreement to be developed and constructed thereon; or
- (d) Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance;

then this Agreement may, at the option of Developer, be terminated by written notice thereof to Agency. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this

Agreement is so terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to the delivering Party; provided, however, that Agency shall retain any Deposit so long as such termination did not arise from Sections 13.6.1(a) or 13.6.1(b). In lieu of termination by Developer under Sections 13.6.1(a) or 13.6.1(b), Developer may seek any remedy set forth in Section 13.5 relating to Agency's failure to perform under Sections 13.6.1(a) or 13.6.1(b), except if Agency's failure to perform arises as a result of action or inaction of a third party.

13.6.2. Termination for Cause by Agency

In the event that prior to the conveyance of the Property, as applicable, to Developer:

- (a) Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Property or the buildings or improvements thereon in violation of this Agreement; or
- (b) there is any significant change in the legal structure or control of Developer contrary to the provisions of Section 2.7; or
- (c) Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance;
- (d) Developer fails to execute the Block 68 S Mixed-Use & Mobility Hub Project DDA;
- (e) Developer fails to submit to Agency Final Construction Drawings subject to the cure provisions set forth in Section 13; or
- (f) Subject to the cure provisions set forth in Section 13 of this Agreement, Developer does not pay the Purchase Price and take title to the Property under tender of conveyance by Agency pursuant to this Agreement; or
- (g) Developer is in breach or default with respect to any other obligation of Developer under this Agreement, subject to the cure provisions set forth in Section 13;

then this Agreement may, at the option of Agency, be terminated by Agency by thirty (30) days written notice thereof to Developer. Upon such termination, neither Agency nor Developer shall

have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Developer, or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent (other than the deposit per Section 13.5.6) shall be returned immediately to the delivering Party so long as Developer has fully performed the obligations required to be performed by Developer prior to that time. In lieu of termination by Agency under Sections 13.6.2(d), (e) and (f), Agency may seek any remedy set forth in Section 13.5 relating to Developer's failure to perform under Sections 13.6.2(d), (e) and (f), except if Developer's failure to perform arises as a result of action or inaction of a third party.

14. GENERAL PROVISIONS

14.1. No Assignment of Rights

Notwithstanding anything to the contrary within this Agreement, prior to the issuance by Agency of a Certificate of Completion pursuant to Section 10 with respect to the Property, Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of such Property or the buildings or improvements thereon without the prior written approval of Agency. Conveyance to Developer Affiliate shall be permitted and shall not be subject to further review or approval by Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion, which shall signify Agency's acknowledgment that the work required on the Property has been completed. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the Project, or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed or to prohibit or restrict the preleasing or preselling of any part or parts of the structure so long as the lessee or buyer shall obtain no rights under this Agreement and that any right to occupy or acquire any part of the Project prior to Developer completing all the necessary improvements shall be terminable by Agency in the event Developer fails to complete all the necessary improvements. In the absence of specific written agreement by Agency, no such transfer, assignment, or approval by Agency shall be deemed to relieve Developer from any obligations under this Agreement until completion of the Project as evidenced by the issuance of a Certificate of Completion.

14.2. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the Parties shall be sufficiently given upon dispatch if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Parties as set forth in Section 2.4. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

14.3. Conflicts of Interest

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

14.4. Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers, and attorneys.

14.5. Non-liability of Agency Officials and Employees

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

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

14.6. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; inability to secure necessary labor, material, or tools; acts of another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (other than acts or failures to act of Agency shall not excuse performance by Agency); approvals by building officials for issuance of building permits; and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any 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. Times of performance under this Agreement may also be extended in writing by the Parties.

14.7. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Project as pertinent to the purposes of this Agreement. No inspection by Agency shall, however, cause any document, information, or record of Developer 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 Agency by Developer. 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 Agency, the Parties acknowledge that Developer's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to Agency, and then Agency shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Developer 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. Developer also has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Agency pertaining to the Project as pertinent to the purposes of this Agreement.

14.8. Reports, Studies and Test

If Developer does not proceed with the purchase of the Property and development of the Project, Agency may retain possession of any reports, studies and test results prepared by Developer's consultants, including any soils or engineering tests concerning the Agency Exchange Parcel and the Property, previously submitted by Developer. Building and improvement designs, plans and specifications are not intended to be covered by the preceding sentence. However, Developer agrees not to prevent Agency from obtaining building and improvement designs, plans, and specifications from Developer's design professionals if Agency and such design professionals enter into a separate arrangement for Agency to obtain such designs, plans, and specifications. In that event, Agency shall reimburse Developer for its out of pocket design costs. Agency or any other person or entity designated by Agency shall be free to use such reports, studies, and test results for any reason whatsoever without cost or liability thereof to Developer or any other person, except to the extent Agency may have to reach agreement with Developer's consultants. Developer does not make and hereby expressly disclaims any representation or warranty as to the accuracy of any such information or Agency's right to rely thereon.

14.9. Attorney Fees

In the event of any action or proceeding at law or in equity between the Parties to enforce any provision of this Agreement or to protect or establish any right or remedy of any Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in

any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

15. SPECIAL PROVISIONS

15.1. Amendment of Redevelopment Plan

Pursuant to the provisions of the Redevelopment Plan, Agency agrees that no amendment that changes the uses or development permitted on the Property or changes the restrictions or controls that apply to the Property or otherwise affects the Property shall be made or become effective without the prior written consent of Developer. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Developer. Additionally, an amendment to the Redevelopment Plan seeking to deannex the Property from the revenue allocation area shall not require Developer.

15.2. Submission of Documents for Approval

Whenever this Agreement requires any Party to submit plans, drawings, or other documents to another Party for approval, which shall be deemed approved if not acted on by the approving Party within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and shall be deemed approved unless rejected by the approving Party within the stated time unless such time frame is expressly set forth in this Agreement. If there is no time specified herein for such Party's action, the approving Party may submit a letter requiring approval or rejection of documents within thirty (30) days after submission or such documents shall be deemed approved.

Whenever in this Agreement any approval provision is triggered by the Agency's receipt of a complete submission, the Agency will have ten (10) business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide notice to Developer in writing (including by e-mail) that the submission is incomplete and identifying the missing information from the submission. The Parties agree to work collaboratively to resolve the missing items or to make a determination that Developer cannot submit the missing information due to its lack of existence, or other reasonable explanation. Developer will then submit the updated submission and the Agency will have three (3) business days to review the updated submission for completeness and to provide notice to developer in writing (including by e-mail) that the submission is incomplete, and the Parties shall meet again to resolve the missing items. This process shall continue until the Parties reach agreement on the completeness of the submission. Agency's failure to provide written notice of the completeness of the submission following Agency's confirmation of receipt of the submission means the submission is deemed complete and approved by Agency.

15.3. 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 a legal holiday recognized by Agency on which the offices of Agency are closed for regular business.

15.4. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of Agency, Developer and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of Developer, or its successors and assigns.

15.5. Dispute Resolution

The Parties agree to first consider settling any dispute in an amicable manner by mediation, as the Parties may mutually agree before resorting to litigation. The costs of such mediation, if elected, shall be equally split between the Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, or if the Parties cannot mutually agree to attempt to settle any dispute by mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity as provided in this Agreement. Subject to Sections 13.6.1 and 13.6.2, neither Party shall terminate this Agreement while the Parties are pursuing resolution of the dispute by mediation.

15.6. [RESERVED]

15.7. Entire Agreement, Waivers, and Amendments

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 hereof including, without limitation, the ANE. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

15.8. Effective Date of Agreement

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed, and delivered by Agency within [forty-five (45) days] after the date of

signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Developer recognizes that Agency must comply with certain notice, solicitation, and comment periods and a disclosure process as required by law. Because of that process Agency may be unable to execute this Agreement as proposed, and in such event, this Agreement shall be void. The effective date of this Agreement (the “Effective Date”) shall be the date when this Agreement has been signed by Agency.

15.9. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 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.

15.10. Use of Geothermal Resource

Developer shall investigate the feasibility of using the City’s geothermal resource for heating the Workforce Housing Project. Developer shall contact and discuss the use of this resource with the City’s 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 City Public Works Department. Developer’s election to not avail itself of this resource for any reason, or no reason at all, will be a default by Developer or result in Agency’s right to terminate this Agreement.

15.11. Estoppel Certificates

At the request of any Party, the other Party, within ten (10) days following such request, shall execute and deliver to the requesting Party a written statement in which such other Party shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that no Party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Parties (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting Party shall reasonably request.

15.12. Good Faith Cooperation

In the event unforeseen circumstances arise and/or due to the acts of a third party, either or both of the Parties cannot perform the duties and obligations set forth in this Agreement, the parties agree to cooperate and in good faith to meet and work collaboratively to resolve the issue so that the Parties may perform their obligations in this Agreement and to cause the transaction contemplated by this Agreement to be carried out promptly in accordance with its terms, or as

may be amended. The Parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement. It is agreed by all Parties hereto to act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other. The Parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or which may be reasonably requested by any Party to establish, maintain, and protect the respective rights and remedies of any party to carry out and effect the intent and purposes of this Agreement. The Parties shall work collaboratively to perform their duties under this Agreement in a manner that helps reinforce the collective goals of the Parties and Developer as set forth in the Joint Proposal; however, nothing in this paragraph shall limit the Parties' rights or remedies under this Agreement as each faithfully performs its duties.

[signatures on following page]

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____
John Brunelle
Executive Director

_____, 2022

DEVELOPER:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé
Manager

_____, 2022

By: _____
Jill Sherman
Manager

_____, 2022

Notaries on following page

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____, the undersigned notary public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director of THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic that executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____,
the undersigned notary public in and for said county and state, personally appeared J. Dean Papé,
known or identified to me to be the manager of Block 69 North Development LLC, an Idaho
limited liability company, "Developer" herein, and acknowledged to me that he executed the
within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____,
the undersigned notary public in and for said county and state, personally appeared Jill
Sherman, known or identified to me to be the manager of Block 69 North Development LLC, an
Idaho limited liability company, "Developer" herein, and acknowledged to me that she
executed the within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____
John Brunelle
Executive Director

_____, 2022

DEVELOPER:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé
Manager

OCT. 4TH, 2022

By: _____
Jill Sherman
Manager

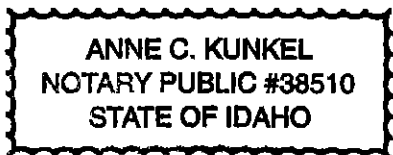
_____, 2022

Notaries on following page

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of October, 2022, before me, Anne C. Kunkel,
the undersigned notary public in and for said county and state, personally appeared J. Dean Papé,
known or identified to me to be the manager of Block 69 North Development LLC, an Idaho
limited liability company, "Developer" herein, and acknowledged to me that he executed the
within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.



Anne C. Kunkel
Notary Public for Idaho
Commission Expires 9.22.2026

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____,
the undersigned notary public in and for said county and state, personally appeared Jill Sherman,
known or identified to me to be the manager of Block 69 North Investment LLC, an Idaho limited
liability company, "Developer" herein, and acknowledged to me that she executed the within
instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____
John Brunelle
Executive Director

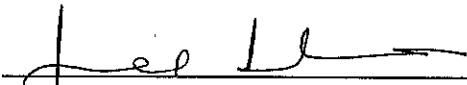
_____, 2022

DEVELOPER:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé
Manager

_____, 2022

By:  _____
Jill Sherman
Manager

October 4, 2022

Notaries on following page

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____,
the undersigned notary public in and for said county and state, personally appeared J. Dean Papé,
known or identified to me to be the manager of Block 69 North Development LLC, an Idaho
limited liability company, "Developer" herein, and acknowledged to me that he executed the
within instrument on behalf of such Developer for the purposes herein contained.

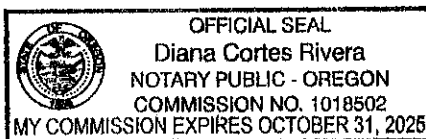
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

STATE OF OREGON)
) ss.
County of WOLIN)

On this 4 day of OCTOBER, 2022, before me, DIANA CORTES RIVERA
the undersigned notary public in and for said county and state, personally appeared Jill Sherman,
known or identified to me to be the manager of Block 69 North Investment LLC, an Idaho limited
liability company, "Developer" herein, and acknowledged to me that she executed the within
instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.



Notary Public for Idaho OREGON
Commission Expires OCTOBER 31, 2025

Attachment 1

Depiction of Block 69 N Workforce Housing Development Project Site

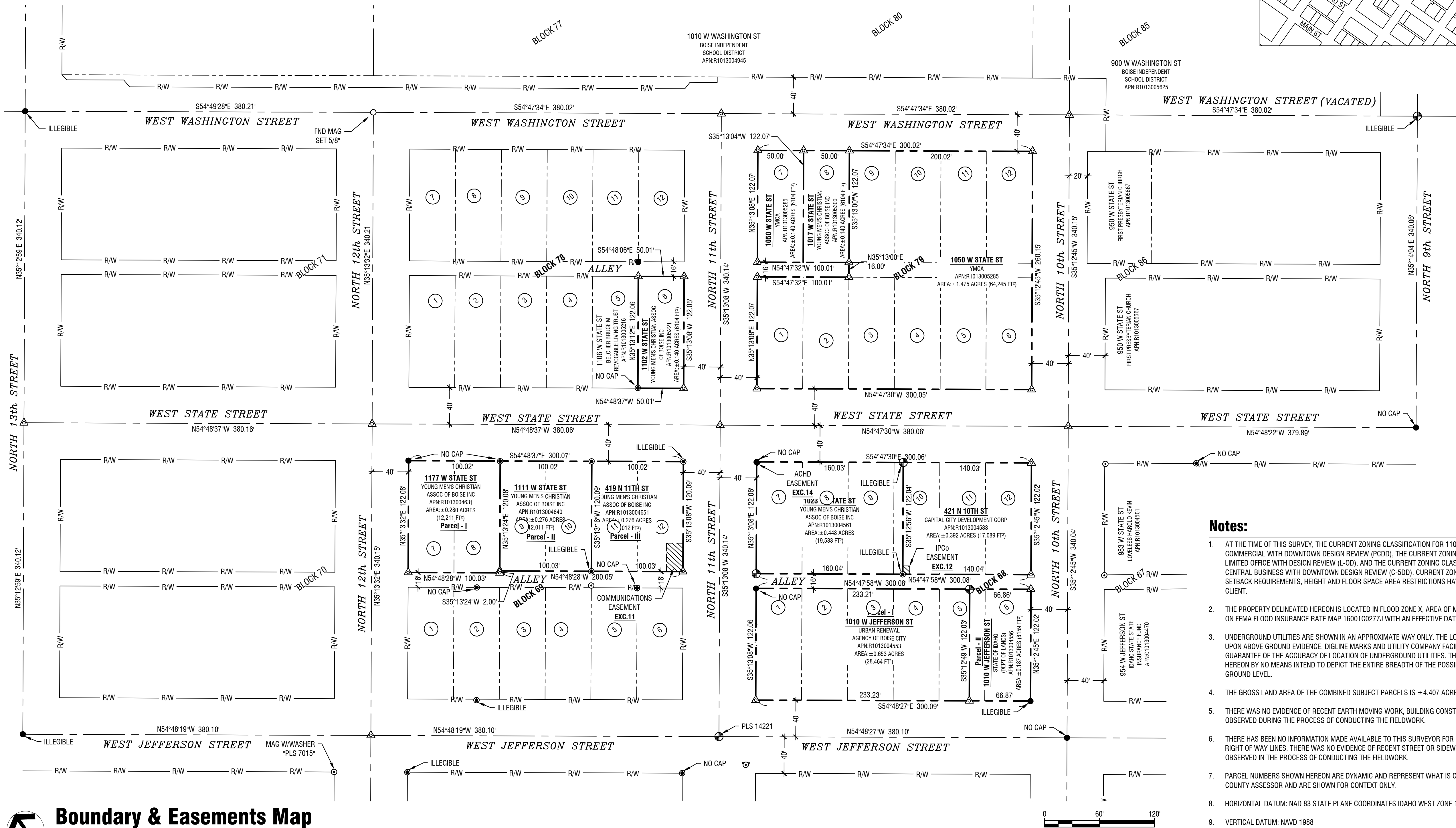
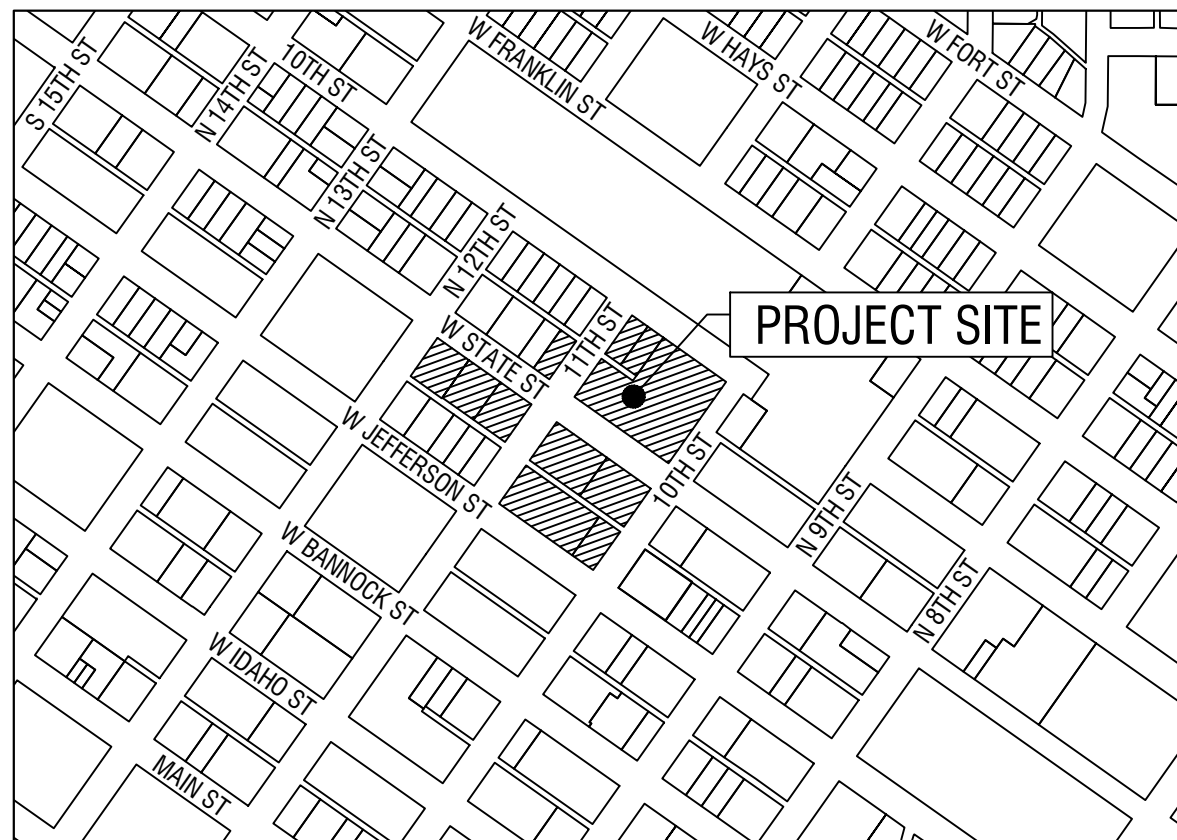
ALTA/NSPS Land Title Survey

for

deChase Miksis Development

Being all of Blocks 68 & 79, and portions of Blocks 69 & 78,
of the Boise City Original Townsite,
Situate in the South 1/2 of Section 3,
Township 3 North, Range 2 East, Boise Meridian
City of Boise, Ada County, Idaho
2022

Vicinity Map:



Boundary & Easements Map

Horizontal Scale: 1" = 60'

Keynotes:

- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES.
- THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83). WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

Encroachment Note:

VARIOUS BUILDINGS ENCOACH OVER THE PROPERTY LINE INTO THE RIGHT OF WAY OF WEST JEFFERSON STREET AND NORTH 10TH STREET, AS WELL AS THE ALLEYWAY OF BLOCK 68, AS SHOWN ON SHEET 5.

Legend:

	FOUND ALUMINUM CAP MONUMENT, STAMPED "PLS 4487", OR AS SHOWN
	FOUND 5/8" REBAR, STAMPED "PLS 11574", OR AS SHOWN
	FOUND 1/2" REBAR, STAMPED "PLS 7015", OR AS SHOWN
	FOUND MAG NAIL
	CALCULATED POINT, NOTHING FOUND OR SET
	LOT NUMBER, BOISE CITY ORIGINAL TOWNSITE
	SUBJECT PARCEL BOUNDARY LINE
	ORIGINAL LOT LINE BOISE CITY ORIGINAL TOWNSITE (BCOT)
	ROADWAY CENTERLINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE

Referenced Survey Table:

- | | |
|-----|---|
| R1. | PLAT OF BOISE CITY ORIGINAL TOWNSITE, INSTRUMENT #9010586, RECORDS OF ADA COUNTY. |
| R2. | RECORD OF SURVEY No. 633, INSTRUMENT #8435409, RECORDS OF ADA COUNTY. |
| R3. | RECORD OF SURVEY No. 688, INSTRUMENT #8461012, RECORDS OF ADA COUNTY. |
| R4. | RECORD OF SURVEY No. 4063, INSTRUMENT #97096027, RECORDS OF ADA COUNTY. |
| R5. | RECORD OF SURVEY No. 7971, INSTRUMENT #107097633, RECORDS OF ADA COUNTY. |
| R6. | RECORD OF SURVEY No. 10295, INSTRUMENT #2015-101680, RECORDS OF ADA COUNTY. |
| R7. | RECORD OF SURVEY No. 10323, INSTRUMENT #2015-109707, RECORDS OF ADA COUNTY. |
| R8. | RECORD OF SURVEY No. 12913, INSTRUMENT #2021-085964, RECORDS OF ADA COUNTY. |

Notes:

- AT THE TIME OF THIS SURVEY, THE CURRENT ZONING CLASSIFICATION FOR 1102 W STATE ST. IS PEDESTRIAN COMMERCIAL WITH DOWNTOWN DESIGN REVIEW (PCDD). THE CURRENT ZONING CLASSIFICATION FOR BLOCK 79 IS LIMITED OFFICE WITH DESIGN REVIEW (L-OD). AND THE CURRENT ZONING CLASSIFICATION FOR BLOCKS 68 & 69 IS CENTRAL BUSINESS WITH DOWNTOWN DESIGN REVIEW (C-SDD). CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS HAVE NOT BEEN PROVIDED BY THE CLIENT.
- THE PROPERTY DELINEATED HEREON IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS SPECIFIED ON FEMA FLOOD INSURANCE RATE MAP 16001C0277J WITH AN EFFECTIVE DATE OF JUNE 19, 2020.
- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE, DIGLINE MARKS AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES. THE UNDERGROUND UTILITIES SHOWN HEREON BY NO MEANS INTEND TO DEPICT THE ENTIRE BREADTH OF THE POSSIBLE FEATURES NOT OBSERVED FROM GROUND LEVEL.
- THE GROSS LAND AREA OF THE COMBINED SUBJECT PARCELS IS ± 4.407 ACRES.
- THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE HAS BEEN NO INFORMATION MADE AVAILABLE TO THIS SURVEYOR FOR PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- PARCEL NUMBERS SHOWN HEREON ARE DYNAMIC AND REPRESENT WHAT IS CURRENTLY REPORTED BY THE COUNTY ASSESSOR AND ARE SHOWN FOR CONTEXT ONLY.
- HORIZONTAL DATUM: NAD 83 STATE PLANE COORDINATES IDAHO WEST ZONE 1103
- VERTICAL DATUM: NAVD 1988

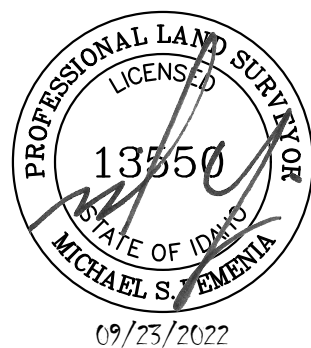
Sheet Index:

- | |
|---|
| SHEET 1 - BOUNDARY & EASEMENT MAP |
| SHEET 2 - PLANIMETRIC MAP-BLOCK 78 |
| SHEET 3 - PLANIMETRIC MAP-BLOCK 79 |
| SHEET 4 - PLANIMETRIC MAP-BLOCK 69 |
| SHEET 5 - PLANIMETRIC MAP-BLOCK 68 |
| SHEET 6 - EXCEPTIONS, DESCRIPTION & CERTIFICATION |

ALTA/NSPS Land Title Survey deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	

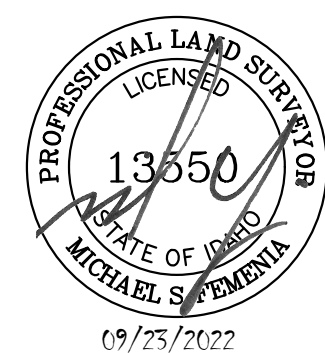


Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:

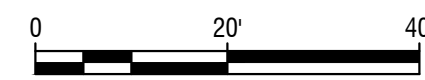
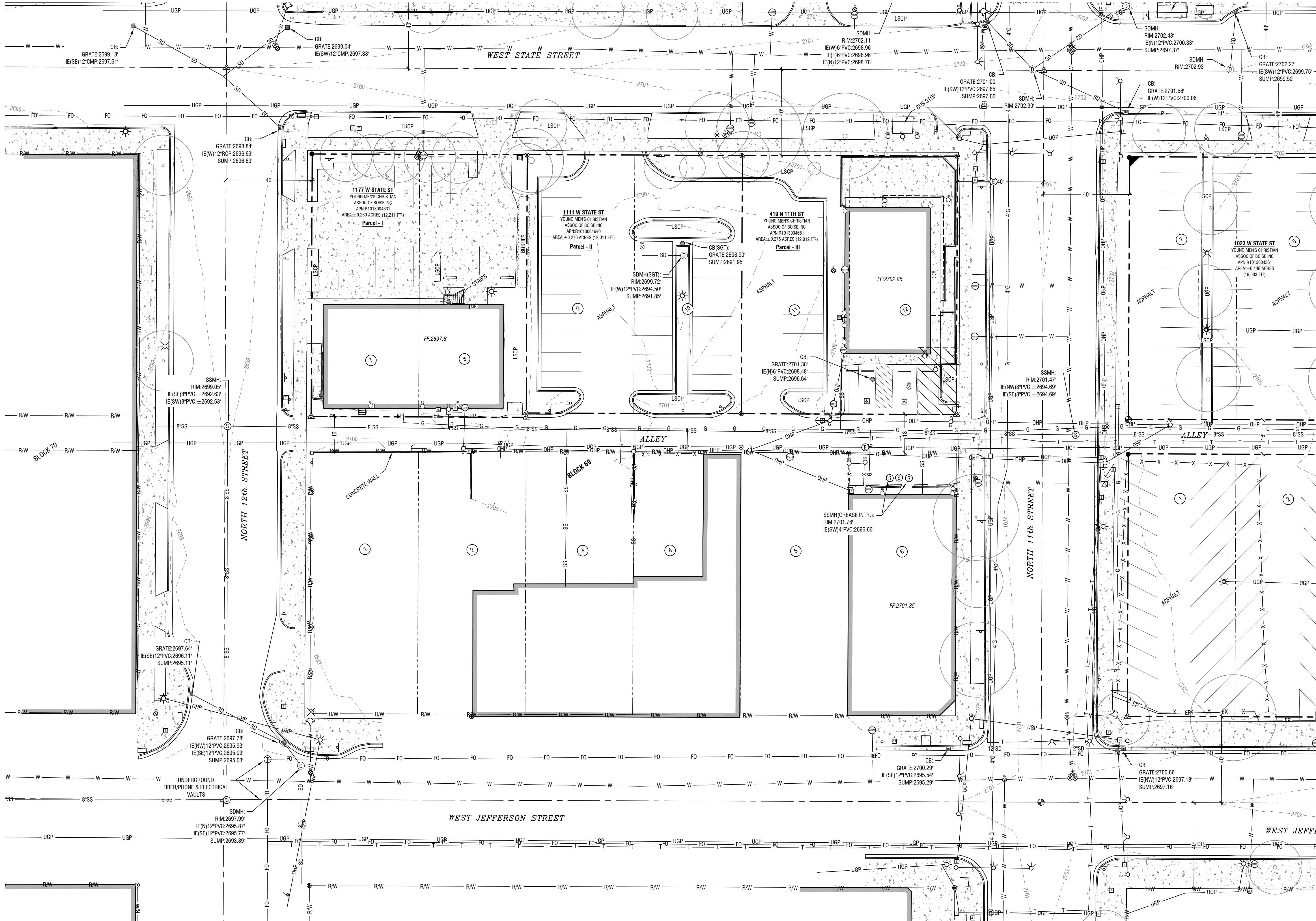
ALTA/NSPS Land Title Survey
deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	



Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



Planimetric Map- Block 69
Horizontal Scale: 1" = 20'

B L O C K 68

421 N. 10th St.

Property Description Commitment No.: 22459858

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

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.

Title Commitment Order No.: 22459858

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NUMBER 22459858, DATED JULY 28, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE RECORDED NOVEMBER 24, 1867 IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N UNDERGROUND EASEMENT.
GRANTED TO: IDAHO POWER COMPANY
PURPOSE: PERMANENT AND PERPETUAL EASEMENT AND RIGHT OF WAY, SUFFICIENT IN WIDTH TO INSTALL AND MAINTAIN AND UNDERGROUND ELECTRIC POWER LINE, INCLUDING THE PERPETUAL RIGHT TO ENTER UPON THE REAL ESTATE HEREINAFTER DESCRIBED, AT ALL REASONABLE TIMES, TO CONSTRUCT, MAINTAIN AND REPAIR UNDERGROUND POWER LINES OVER, THROUGH, UNDER AND ACROSS SAID LANDS, TOGETHER WITH THE RIGHT, AT THE SOLE EXPENSE OF GRANTEE, TO EXCAVATE AND REFILL DITCHES AND TRENCHES FOR THE LOCATION OF SAID POWER LINES, AND THE FURTHER RIG
RECORDED: MAY 21, 2004 INSTRUMENT NO.: 104063204, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD 45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON need document
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 12913 RECORDED JUNE 2, 2021 AS INSTRUMENT NO. 2021-085964, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1023 W. State St.

Property Description File No.: 22461259

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 7, 8 AND 9 AND THE WEST 10 FEET OF LOT 10, ALL 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.

Title Commitment File No.: 22461259

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461259, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 7971 RECORDED JULY 10, 2007 AS INSTRUMENT NO. 107097633, RECORDS OF ADA COUNTY, IDAHO.
AFFIDAVIT AUTHORIZING CHANGE ON RECORD OF SURVEY NO. 7971
RECORDED: OCTOBER 8, 2014, INSTRUMENT NO.: 2014-082246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N PERMANENT EASEMENT.
GRANTED TO: ADA COUNTY HIGHWAY DISTRICT
PURPOSE: PLACEMENT OF A PUBLIC RIGHT-OF-WAY: CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE AND PLACEMENT OF NECESSARY CULVERTS, SLICES, DRAINS, DITCHES, WATERWAYS, EMBANKMENTS, RETAINING WALLS, GRADE SEPARATION STRUCTURES, ROADSIDE IMPROVEMENTS, PEDESTRIAN FACILITIES, AND ANY OTHER STRUCTURES, WORKS OR FIXTURES INCIDENTAL TO THE PRESERVATION OR IMPROVEMENT OF AN ADJACENT HIGHWAY; AND STATUTORY RIGHTS OF ACHD, UTILITIES AND IRRIGATION DISTRICTS TO USE THE PUBLIC RIGHT OF WAY
RECORDED: MAY 18, 2022, INSTRUMENT NO.: 2022-048085, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1010 W. Jefferson St.

Property Description File No.: 22456463

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
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.

PARCEL II:
THE EAST 16.85 FEET OF LOT 5 AND ALL OF LOT 6 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.

Title Commitment File No.: 22456463

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22456463, DATED AUGUST 18, 2022 (REVISION AUGUST 26, 2022). EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-14. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

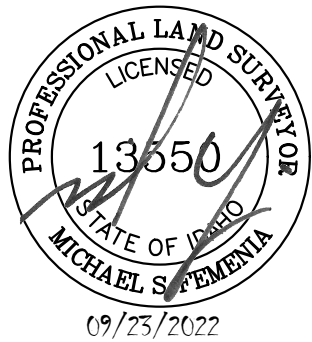
EXCEPTIONS:

- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 633 RECORDED JULY 17, 1984 AS INSTRUMENT NO. 8435409, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 687 RECORDED DECEMBER 10, 1984 AS INSTRUMENT NO. 8461011, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)

Surveyor's Certification:

TO: deCHASE MIKSIS DEVELOPMENT; YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE INC.; YMCA; CAPITAL CITY DEVELOPMENT CORP.; URBAN RENEWAL AGENCY OF BOISE; STATE OF IDAHO DEPARTMENT OF LANDS; TITLEONE, a TITLE AND ESCROW COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY;:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 10, 2022.



ALTA/NSPS Land Title Survey

for

deChase Miksis Development

Being all of Blocks 68 & 79, and portions of Blocks 69 & 78,
of the Boise City Original Townsite,
Situate in the South 1/2 of Section 3,
Township 3 North, Range 2 East, Boise Meridian
City of Boise, Ada County, Idaho
2022

B L O C K 69

1117 & 1111 W. State Street and 419 N. 11th Street

Property Description File No.: 22459864

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
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 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:
LOTS 9 AND 10 IN BLOCK 69 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.
EXCEPTING THEREFROM THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT AS DISCLOSED IN WARRANTY DEED, RECORDED JANUARY 22, 2015 AS INSTRUMENT NO. 2015-005136, RECORDS OF ADA COUNTY, IDAHO.

PARCEL III:
A PORTION OF LOTS 11 AND 12 IN 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 SOUTHWEST QUARTER 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.

Title Commitment File No.: 22459864

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 22459864, DATED AUGUST 18, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-17. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N EASEMENT. GRANTED TO: US WEST COMMUNICATIONS, INC., A COLORADO CORPORATION
PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES RECORDED: JULY 3, 1991, INSTRUMENT NO.: 9136442, RECORDS OF ADA COUNTY, IDAHO. A CORRECTION OF EASEMENT FOR THE PURPOSE SHOWN BELOW:
GRANTED TO: U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES, RECORDED: SEPTEMBER 12, 1991, INSTRUMENT NO.: 9150914, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON**
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN THE TEMPORARY LICENSE AGREEMENT BY AND BETWEEN ADA COUNTY HIGHWAY DISTRICT AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE, IDAHO, INC, AN IDAHO NON-PROFIT CORPORATION, RECORDED: FEBRUARY 5, 2015, INSTRUMENT NO.: 2015-009217, RECORDS OF ADA COUNTY, IDAHO; TERMS AND CONDITIONS CONTAINED IN AMENDMENT NO. 1 TO LICENSE AGREEMENT, RECORDED: OCTOBER 14, 2015, INSTRUMENT NO.: 2015-095083, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL II)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RECORD OF SURVEY NO. 10323 RECORDED DECEMBER 2, 2015 AS INSTRUMENT NO. 2015-109707, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE CORRECTION NOTICE OF BUILDABLE PARCEL FOR PARCEL CONSOLIDATION, RECORDED: OCTOBER 2, 2015, INSTRUMENT NO.: 2015-109863, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 78

1102 W. State St.

Property Description File No.: 22461260

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOT 6 IN BLOCK 78 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.

Title Commitment File No.: 22461260

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461260, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-13. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT 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.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT. RECORDED: APRIL 8, 1980, INSTRUMENT NO.: 8017229, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN THE CORPORATE WARRANTY DEED. RECORDED: OCTOBER 21, 2003, INSTRUMENT NO.: 103179246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 79

1023 W. State St. & 1017 W. Washington Street

Property Description File No.: 22447674

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 79 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.
TOGETHER WITH A PORTION OF THE ALLEY 16'-0" WIDE AND 200'-0" LONG WITHIN BLOCK 79, BOISE CITY ORIGINAL TOWNSITE, ADJACENT TO LOTS 3 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 12, INCLUSIVE, OF SAID BLOCK.

Title Commitment File No.: 22447674

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22447674, DATED JUNE 9, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 11-21. EXCEPTIONS ARE NOTED AS: "AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON" OR "AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON".

EXCEPTIONS:

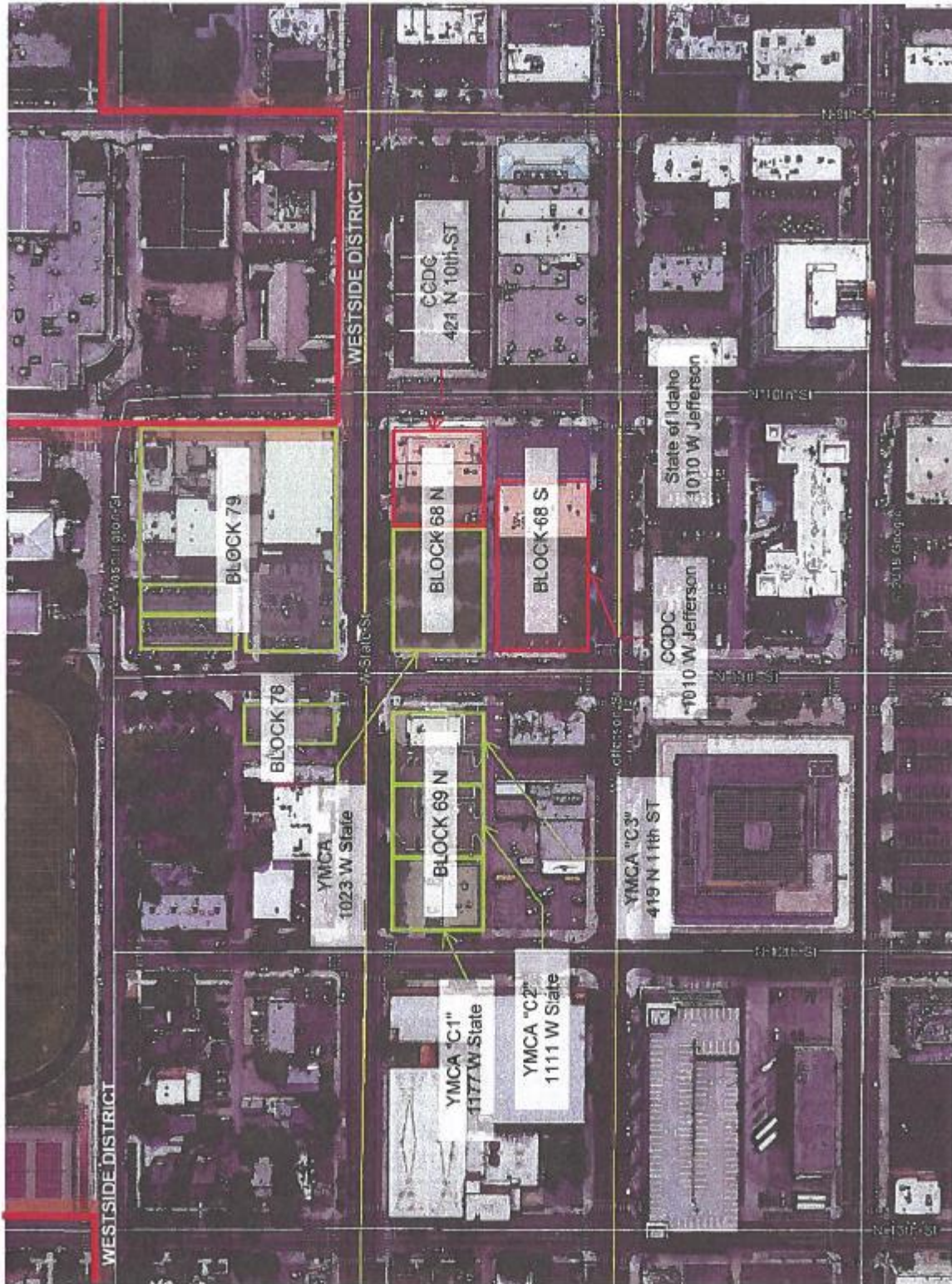
- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- ANY EASEMENTS OR RIGHTS-OF-WAY FOR PUBLIC UTILITIES, DRAINAGE OR IRRIGATION WHICH MAY EXIST OVER, UNDER, ACROSS OR UPON THAT PORTION OF SUBJECT PROPERTY REFERENCED HEREIN AS VACATED STREET OR ALLEY, VACATED BY ORDINANCE NO. 2671, RECORDED: JULY 1965, INSTRUMENT NO.: 615705, BOOK 51 OF MISCELLANEOUS RECORDS AT PAGE 621, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N TEMPORARY LICENSE AGREEMENT BY AND BETWEEN THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, AN IDAHO CORPORATION AND ADA COUNTY HIGHWAY DISTRICT. RECORDED: AUGUST 19, 2010, INSTRUMENT NO.: 110076990, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20. RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-071316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$1,000,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 29, 2014, RECORDED: SEPTEMBER 2, 2014, INSTRUMENT NO.: 2014-071247, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$600,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: NOVEMBER 20, 2014, RECORDED: DECEMBER 2, 2014, INSTRUMENT NO.: 2014-097384, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$870,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 17, 2015, RECORDED: AUGUST 18, 2015, INSTRUMENT NO.: 2015-075758, RECORDS OF ADA COUNTY, IDAHO. AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED, RECORDED: FEBRUARY 16, 2016, INSTRUMENT NO.: 2016-012868, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN UNRECORDED LEASE WITH CERTAIN TERMS, PROVISIONS, AND ANY OPTIONS OR RIGHTS OF FIRST REFUSAL, SET FORTH THEREIN, DISCLOSED BY: MEMORANDUM OF LEASE AGREEMENT, DATED: MARCH 13, 2017, LESSOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, LESSEE: VERIZON WIRELESS (VZW) LLC D/B/A VERIZON WIRELESS, RECORDED: MAY 22, 2017, INSTRUMENT NO.: 2017-045374, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$368,793.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION DATED: AUGUST 1, 2017, RECORDED: AUGUST 14, 2017, INSTRUMENT NO.: 2017-075203, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- NOTICE OF A LIEN FILED IN THE OFFICE OF THE SECRETARY OF STATE, AGENCY: IDAHO DEPARTMENT OF LABOR, NAMED PARTY: YOUNG MEN'S CHRISTIAN ASSOC INC, DBA TREASURE VALLEY FAMILY YMCA AMOUNT: \$482.16, FILING DATE: MARCH 11, 2020, FILING NUMBER: 20200335486.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

Exceptions, Description & Certifications deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, Idaho 83702

Revisions	
1.	

Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



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 $54^{\circ}48'05''$ East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South $35^{\circ}12'20''$ West, 120.02 feet;

Thence leaving said southeasterly boundary line North $54^{\circ}48'05''$ West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North $35^{\circ}12'39''$ East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– 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.

Attachment 3

Schedule of Performance

Block 69 North DDA - Schedule of Performance

Action	Due	Section	Notes
Title Report	Prior to Effective Date	03.2	Developer received a Title Commitment for the Agency Exchange Parcel and the YMCA Parcels (Attachment 5) and underlying title documents ("Title Report").
Effective Date	10/10/2022 *Assumed; performance dates to be automatically adjusted if Effective Date is later than 10/10/2022	15.8	Date Agreement is executed by both Parties
Share Due Diligence Results	Upon completion	03.1	Developer will provide a list and copies of all reports, studies, and test results for Block 69 N parcels to Agency
Open Escrow	Within 5 business days of the Effective Date [10/17/2022]	06.2	Parties agree to open an escrow with TitleOne and deliver a copy of this Agreement and Escrow Instruction Letter to the Escrow Agent. Agency and Developer shall provide such additional escrow instructions as necessary. The Escrow Agent will indicate its acceptance of the provisions of this Section in writing to Agency and Developer within 5 days of opening escrow and shall carry out its duties per the Agreement.
Operating Agreement	Within 30 days of the Effective Date [11/09/2022]	2.7	A copy of Developer's Operating Agreement will be provided to Agency within thirty (30) days of the Effective Date.
Unit Documentation	Within 180 days of the Effective Date [4/8/2023]	04.5	Developer shall submit to Agency's Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting the Unit Documentation (listed in DDA).
Review Unit Documentation	At next Board Meeting following receipt of Unit Documentation	04.5	Agency Board shall approve or disapprove the Developer's Unit Documentation and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the Unit Documentation.
Disapproval of Unit Documentation	Within 15 days of Board Meeting considering Unit Documentation	04.5	If the Agency disapproves of any portion of the Unit Documentation, such disapproval shall be in writing stating the specific reasons for disapproval.
Resubmit Unit Documentation	Within 20 days of Written Response to Unit Documentation	04.5	Developer will resubmit Unit Documentation, modified to conform to the Agency's requirements, for Executive Director approval.
Schematic Design Documentation	Within 180 days of the Effective Date [4/8/2023]	8.5.1	Developer will submit Schematic Design Documents (listed in DDA) at or prior to submitting the design review application to the City.
Meeting to Discuss Schematic Design Documentation	Within 10 days of a Complete Submission of the Schematic Design Documentation	8.5.1	Agency and Developer will meet at least once in person to review Agency staff comments to the Schematic Design Drawings before they are presented to the Agency Board.

Agency Board Approval of the Schematic Design Documentation	Within 15 days of Board Meeting considering Schematic Design Documentation	8.5.1	Agency Board shall approve or disapprove the Developer's Schematic Design Documentation and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the Schematic Design Documentation.
Conditional Approval or Disapproval of the Schematic Design Documentation	Within 15 days of Board Meeting considering Schematic Design Documentation	8.5.1	If the Agency conditionally approves or disapproves of any portion of the Schematic Design Documentation, such disapproval shall be in writing stating the specific reasons for disapproval.
Resubmit Schematic Design Documentation	Within 20 days of Written Response to Schematic Documentation	8.5.1	Developer will resubmit Schematic Design Documentation, modified to conform to the Agency's requirements, for Executive Director approval.
Type 4 Agreement	Within 180 days of the Effective Date [4/8/2023]	11.1	Agency and Developer shall enter into the Type 4 Agreement in order to facilitate coordination with Agency regarding the undergrounding or improvement of the Project Site's utilities in or adjacent to the 11th Street right-of-way and other public infrastructure improvements.
Reuse Appraisal Data	Within 15 days of Agency Board approval of the Unit Documentation and Schematic Design Documentation	8.5.1	Developer shall submit to Agency and the Reuse Appraiser the data required to prepare the Reuse Appraisal for the Workforce Housing Project, and will promptly supply any supplemental data requested. Agency will engage Valbridge Property Advisors to perform the Reuse Appraisal.
Design Development Drawings	Within 240 days of the Effective Date [6/7/2023]	08.6	Developer shall submit Design Development Drawings (listed in DDA) to the Executive Director with a clear chart showing itemized changes or new information from the approved Unit Documentation and Schematic Design Documentation.
Agency Review of Design Development Drawings	Within 21 days of receipt of a complete submission	08.6	Agency's Executive Director will approve or disapprove in writing.
Evidence of Financing	Within 270 days of the Effective Date [7/7/2023]	04.1	Developer shall submit evidence satisfactory to Agency's Executive Director that Developer will have at or before Closing the financial capacity necessary for the development of the Project. See DDA for list of evidence.
Review Evidence of Financing	Within 30 days of receiving Evidence of Financing (complete submission)	04.2	Agency Executive Director shall approve, conditionally approve or disapprove of Evidence of Financing. If he conditionally approves or disapproves such evidence of financing, he shall do so by written notice stating the specific reasons for such conditional approval or disapproval.
Resubmit Evidence of Financing	Developer shall promptly resubmit evidence of financing no later than 45 days following receipt of written notice of disapproval	04.2	Developer shall promptly resubmit its evidence of financial capability, modified to conform to Agency's requirements.

Final Construction Documents (CD)	60 days prior to Closing and no later than time Developer submits its application for the issuance of a building permit	08.7	Developer shall submit to the Executive Director the Final Construction Documents with a chart clearly showing any changes from the approved Unit Documentation and Design Development Drawings. Agency and Developer will meet at least once to review Agency comments to the Final Construction Drawings.
Meeting to Discuss Final Construction Documents	Within 10 days of a Complete Submission of the Final Construction Documents	08.7	Agency and Developer will meet at least once to review Agency comments to the Final Construction Drawings. To the extent the Agency has changes to the Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.
Agency Review of Final Construction Documents	Within 15 days of receipt of a complete submission of the Final Construction Documents	08.10	Agency's Executive Director will approve, approve conditionally, or disapprove in writing. The City's approval shall constitute Agency's approval subject to the Executive Director's approval or conditional approval.
Substantial Changes	Within 15 days of Board Meeting considering Substantial Change	08.11	Agency Board shall approve or disapprove the of the substantial change and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the substantial change.
Resubmit Documents Supporting the Substantial Change	Within 20 days of Written Response to Substantial Change	8.11	Developer will resubmit the documents supporting the substantial change, as modified to conform to the Agency's requirements, for Executive Director approval.
Supplemental Title Report	Not less than 20 business days prior to the Close of Escrow	03.2	Developer shall obtain a supplement to the Title Report
Supplemental Title Objections	5 business days from receipt of the Supplemental Title Report to notify Agency of any objections	03.2	Developer will notify Agency of any objections it may have with respect to the supplemental title report. Failure to give notice within 5 business days will be deemed approval of matters in the Supplemental Title Report.
Response to Title Objections	5 business days after receipt of the Supplemental Title Objections	03.2	Agency will notify Developer that it (a) will cause or (b) elects not to cause any or all Supplemental Title Objections to be removed or insured by the Title Company. Failure to notify Developer within such 5 day period will be deemed an election by the Agency to not remove or insure Supplemental Title Objections.
Terminate/Waive/Propose Abatement	Within 3 business days from receipt of CCDC's Response to Title Objections	03.2	Developer may (a) terminate the Agreement; or (b) waive such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price.
Response to Developer	Within 2 business days from Developer's Response	03.2	Agency will accept or reject Developer's response to the Supplemental Title Objections.
Terminate Utilities	Prior to Closing	06.2.1	Agency shall cause all utilities serving the Property to be terminated on or before Closing and shall be responsible for costs associated with utility service prior to Closing.

Closing Funds	Prior to Closing	1 & 6.1.2	Purchase Price is \$6,730,000. Developer previously deposited \$22,500 to Agency which Deposit shall be credited to the Purchase Price. Developer shall deposit the balance of the Purchase Price into Escrow.
Agency Deliveries to Escrow	On or before the scheduled Closing	06.2.3	Agency shall deliver to Escrow Agent: (a) the Deed, (b) the Memorandum, (c), the Affordable Housing Covenant, (d) the Type 4 Capital Improvement & General Assistance Reimbursement Agreement, (e) all other documents/fees reasonably required
Developer Deliveries to Escrow	On or before the scheduled Closing	06.2.4	Developer shall deliver to Escrow Agent: (a) the balance of the Purchase Price, (b) the Deed, (c) the Memorandum, (d) executed construction loan documents, (e) the Affordable Housing Covenant, (f) the Type 4 Capital Improvement & General Assistance Reimbursement Agreement, (g) all other sums and documents reasonably required
Agency Conditions to Closing	Prior to Closing	06.3.1	See list in DDA. Agency may waive any Conditions in Section 6.3.1 by writing signed by Agency and delivered to Developer (Section 6.5).
Developer Conditions to Closing	Prior to Closing	06.3.2	See list in DDA. Developer may waive any Condition in Section 6.3.2 by writing signed by Developer and delivered to Agency (Section 6.5)
Closing	Within 10 days of all closing conditions being met or waived and no later than December 31, 2023	06.2.2	Closing shall occur within 10 days after all Agency and Developer Closing Conditions (Sections 6.3.1 and 6.3.2) other than conditions on delivery of documents and funds (which shall occur during said 10-day period) are satisfied or waived, and no later than December 31, 2023.
Outside Date for Closing/Termination	On or before December 31, 2023	06.2.2, 6.2.6 & 06.6	In the event Agency and Developer Closing Conditions (Sections 6.3.1 and 6.3.2) are not fulfilled by December 31, 2023, either Party who had fully performed the required acts before Closing may terminate the Agreement. If terminated, all closing documents and funds delivered by Agency to Developer or Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Escrow Agent shall be returned immediately to Developer. If neither Party has fully performed the required acts before the time for conveyance, no termination or demand for return shall be recognized until 10 days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties. If any objections are raised within the 10-day period, the Escrow Agent will hold all money, papers, and documents until instructed in writing by both Parties. If no such demands are made, the Parties shall cause Closing to occur as soon as possible.
Issuance of Building Permit/Commence Demolition & Clearance of Block 69 N	Within 60 days of Closing	03.4	Within 30 days of Closing, the City will issue a permit and Developer will commence demolition and clearance on the Site.

Construction Reporting	Monthly following Closing	08.12.1	Developer will provide Agency with a monthly written status report in sufficient time to allow for distribution to Agency's Board two Friday's prior to the Agency's monthly meeting and if requested, attend and provide oral status reports to the Board.
Notice of Entry	48 hours prior to Entry	08.12.4	Agency will provide 48-hour notice before accessing property.
Project Completion	Project Construction Completed No Later Than December 15, 2025	06.1	Time periods in the Schedule of Performance may be extended for up to 90 days if caused by matters beyond Developer's reasonable control or consented to by Agency, or may be extended as set forth in Section 14.6. Any extension will be agreed upon in writing by Agency's Executive Director.
Certificate of Completion	Promptly after Project Completion	10.1	Developer shall submit to Agency a request for a Certificate of Completion (Attachment 9). Agency shall promptly issue the Certificate of Completion if conditions of Section 10.1 have been met.
Request for Purchase Price Adjustment	Upon issuance of Certificate of Completion, and on or before March 30, 2026	10.3	Developer shall submit to Agency a request for a purchase price adjustment with supporting documents/information outlined in Section 10.3 and shall include a written explanation of the final completed Project with emphasis on how the Project as built substantially conforms to the Final Construction Documents.
Review Request for Purchase Price Adjustment	Within 30 days of Purchase Price Adjustment Request	10.3(c)	Agency shall review the Purchase Price Adjustment Request and confirm Developer's performance of its obligations under this Agreement. If the Project as built does not substantially conform the Purchase Price shall not be adjusted and Agency shall provide a written explanation for such denial. Developer must acknowledge and certify in writing that the Project adheres to the requirements set forth in the Master License Agreement for Regulation and Control of the Sidewalk and Parking facilities in the Greater Downtown Area.
Review Resubmitted Request for Purchase Price Adjustment	Within 15 days of Resubmission of the Purchase Price Adjustment Request	10.3(c)	Following denial of the Purchase Price Adjustment Request, Developer shall resubmit the Purchase Price Adjustment Request and the Agency shall have 15 days to review the resubmission.
Remit Residual Land Value	Within 30 days of Agency's Approval of the Purchase Price Adjustment Request	10.3(d)	Agency shall remit to Developer up to \$4,461,000.00.
Affordable Housing Covenant	15 years from the issuance date of the Certificate of Completion	12.7	Covenants shall remain in effect for 15 years from the issuance date of the Certificate of Completion, or the length of time required by any financing program requirements accessed by Developer, whichever is longer and will extend beyond December 31, 2025, the termination date of the Redevelopment Plan.
Affordable Housing Covenant Compliance	Each year, on or before February 28 or within 60 days of the close of Developer's fiscal year	12.9	Developer shall submit to the designated Housing Monitor an Annual Rent Report (Attachment 12) certifying compliance with the Affordable Housing Covenant.

Sequence of Closing

Land Exchange Transacts		02.1.1	
Agency Conveys Y Parcels to Developer		02.1.1	
Reference Items			
Agency Representations		7.2	See list in DDA
Agency has right of reasonable review		8.78	
Submission of Documents for Approval		15.2	If no time specified, there is a 30 day review. Any approval provision triggered by Agency's receipt of a complete submission, the Agency will have 10 business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide Developer in writing that submission is incomplete and identifying missing information from the submission. Agency will have 3 business days to review updated submission.
Estoppel Certificate		15.11	At the request of any party within 10 days following such request,the party shall execute and deliver to the requesting party a written statement in which such other party shall certify the items listed in the DDA.
Insurance and Indemnification		9	
Curing Defaults	Within 60 days of Notice	13.2	
Dispute Resolution		15.5	

Attachment 4

[RESERVED]

Attachment 5

Title Report



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "James M. [unclear]", written over a horizontal line.

ATTEST

President

A handwritten signature in black ink, appearing to be a stylized "M", written over a horizontal line.

Secretary

Privacy Policy Notice

Rev. 7/28/2022

FACTS		WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does TitleOneshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to https://www.anywhereis.re/privacypolicy		

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

**Transaction Identification Data for reference only:**

Issuing Office: TitleOne, a Title and Escrow Company
 ALTA® Universal ID: 1065022
 Commitment Number: 22459864

SCHEDULE A**1. Commitment Date: August 18, 2022 at 07:30 AM****2. Policy or Policies to be issued:**

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,336,000.00
Proposed Insured:		Premium:	\$3,452.00

The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation

Endorsements: None Requested **Charge:** \$0.00

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation

5. The Land described as follows:

See Attached Schedule C

Commonwealth Land Title Insurance Company

TitleOne, a Title and Escrow Company

By:

Scott Thiel, Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B**ALTA Commitment for Title Insurance 8-1-16****Copyright American Land Title Association. All rights reserved.**

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company requires for its review a satisfactory Special Warranty Deed from The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation to The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation. The Deed must be signed, delivered and recorded.

7. NOTE: According to the available records, the purported address of the land referenced herein is:

1177 W. State Street
Boise, Idaho, 83702
(As to Parcel I)

1111 W. State Street
Boise, Idaho, 83702
(As to Parcel II)

419 N 11th Street
Boise, Idaho 83702
(As to Parcel III)

8. NOTE: IF the Company is requested to issue an Extended Coverage ALTA Owner's Policy for this transaction, the following additional requirements will apply:

(a) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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(b) The easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne and the designated underwriter stated herein (the Company).

(c) The mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the property for improvements authorized or contracted for by or on behalf of owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

9. NOTE: Additional Underlying Documents.

[To view the Assessor's Parcel Map, click here.](#)

[To view the Record of Survey for Parcel III, click here.](#)

[To view the Vesting Deed for Parcel I, click here.](#)

[To view the Vesting Deed for Parcel II, click here.](#)

[To view the Vesting Deed for Parcel III, click here.](#)

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Parcel Number: R1013004631
(As to Parcel I)

Parcel Number: R1013004640
(As to Parcel II)

Parcel Number: R1013004651
(As to Parcel III)

9. The land described herein is located within the boundaries of the City of Boise and is subject to any assessments levied thereby.
(Affects Parcels I, II, and III)

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10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Boise City Original Townsite](#) filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.
(Affects Parcels I, II, and III)

11. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Easement.
Granted to: US West Communications, Inc., a Colorado corporation
Purpose: construct, reconstruct, operate, maintain and remove such telecommunications facilities
Recorded: July 3, 1991
Instrument No.: [9136442](#), records of Ada County, Idaho.

A Correction of Easement for the purpose shown below:
Granted to: U S West Communications, Inc., a Colorado corporation
Purpose: construct, reconstruct, operate, maintain and remove such telecommunications facilities
Recorded: September 12, 1991
Instrument No.: [9150914](#), records of Ada County, Idaho.
(Affects Parcel III)

12. Terms and conditions contained in a/an Ordinance No. 6108.
Recorded: December 12, 2001
Instrument No.: [101131220](#), records of Ada County, Idaho.
(Affects Parcels I, II, and III)

13. Terms and conditions contained in the Temporary License Agreement by and between Ada County Highway District and The Young Men's Christian Association of Boise, Idaho, Inc, an Idaho non-profit corporation.
Recorded: February 5, 2015
Instrument No.: [2015-009217](#), records of Ada County, Idaho;

Terms and conditions contained in Amendment No. 1 to License Agreement.
Recorded: October 14, 2015
Instrument No.: [2015-095083](#), records of Ada County, Idaho.
(Affects Parcel II)

14. Record of Survey No. 10323 recorded December 2, 2015 as Instrument No. [2015-109707](#), records of Ada County, Idaho.
(Affects Parcel III)

15. Terms and conditions contained in the Correction Notice of Buildable Parcel for Parcel Consolidation.
Recorded: October 2, 2015
Instrument No.: [2015-109863](#), records of Ada County, Idaho.
(Affects Parcel III)

16. Terms and conditions contained in Ordinance No. ORD-45-20.
Recorded: December 11, 2020
Instrument No.: [2020-171316](#), records of Ada County, Idaho.
(Affects Parcels I, II, and III)

WARNING: This document contains 350 pages and may take extra time to open.

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17. Rights of tenants in possession as tenants only under unrecorded leases.

(End of Exceptions)

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SCHEDULE C

Legal Description:

Parcel I:

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 1, official records of Ada County, Idaho.

Parcel II:

Lots 9 and 10 in Block 69 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.

Excepting Therefrom that portion deeded to Ada County Highway District as disclosed in Warranty Deed, recorded January 22, 2015 as Instrument No. 2015-005136, records of Ada County, Idaho.

Parcel III:

A portion of Lots 11 and 12 in 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 Southwest quarter 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.

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TitleOne

Authorized Agent for:

Commonwealth Land Title Insurance Company

File Number: 22459864

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Scott Darling
sdarling@titleonecorp.com
(208) 287-5300

Carly Knapp
cknapp@TitleOneCorp.com
(208) 287-0945

Michaela Fealko
mfealko@titleonecorp.com
(208) 287-5325

Vicky Hill
vhill@titleonecorp.com
(208) 489-7260

Escrow Address: 1101 W. River Street, Suite 201, Boise, ID 83702

TitleOne State License: 712441

If you have any title questions, please contact your Title Officer:

Scott Thiel
sthie1@titleonecorp.com
(208) 287-5314

TitleOne Address:
1101 W. River Street, Suite 201
Boise, ID 83702

Agents / Brokers and Transaction Coordinators

Legal Counsel

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208) 388-1273

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454

Legal Counsel

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "James M. [unclear]".

ATTEST

President

A handwritten signature in black ink, appearing to be a stylized name.

Secretary

Privacy Policy Notice

Rev. 7/28/2022

FACTS		WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does TitleOneshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to https://www.anywhereis.re/privacypolicy		

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

**Transaction Identification Data for reference only:**

Issuing Office: TitleOne, a Title and Escrow Company
 ALTA® Universal ID: 1065022
 Commitment Number: 22459858

SCHEDULE A**1. Commitment Date: July 28, 2022 at 07:30 AM****2. Policy or Policies to be issued:**

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,336,000.00
Proposed Insured:		Premium:	\$3,452.00

The Young Men's Christian Association of Boise City, Idaho

Endorsements:	None Requested	Charge:	\$0.00
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3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation

5. The Land described as follows:

See Attached Schedule C

Commonwealth Land Title Insurance Company

TitleOne, a Title and Escrow Company

By:

 Scott Thiel, Authorized Signatory

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company requires for its review a satisfactory Special Warranty Deed from The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation to The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation. The Deed must be signed, delivered and recorded.
7. NOTE: According to the available records, the purported address of the land referenced herein is:

421 N 10th St,
Boise, Idaho 83702
8. NOTE: IF the Company is requested to issue an Extended Coverage ALTA Owner's Policy for this transaction, the following additional requirements will apply:
 - (a) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.
 - (b) The easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne and the designated underwriter stated herein (the Company).

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(c) The mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the property for improvements authorized or contracted for by or on behalf of owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

9. NOTE: Additional Underlying Documents.

[To view the Assessor's Parcel Map, click here.](#)

[To view the Record of Survey, click here.](#)

[To view the Vesting Deed, click here.](#)

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Parcel Number: [R1013004583](#)

9. The land described herein is located within the boundaries of the City of Boise and is subject to any assessments levied thereby.
10. Easements, reservations, restrictions, and dedications as shown on the official plat of Boise City Original Townsite recorded November 24, 1867 in [Book 1 of Plats at Page 1](#), records of Ada County, Idaho.
11. Terms and conditions contained in Ordinance No. 6108.
Recorded: December 12, 2001
Instrument No.: [101131220](#), records of Ada County, Idaho.

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12. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Underground Easement.

Granted to: Idaho Power Company

Purpose: permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times, to construct, maintain and repair underground power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right

Recorded: May 21, 2004

Instrument No.: [104063204](#), records of Ada County, Idaho.

13. Terms and conditions contained in Ordinance No. ORD 45-20.

Recorded: December 11, 2020

Instrument No.: [2020-171316](#), records of Ada County, Idaho.

14. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 12913 recorded June 2, 2021 as Instrument No. [2021-085964](#), records of Ada County, Idaho.

15. Rights of tenants in possession as tenants only under unrecorded leases.

(End of Exceptions)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE C

Legal Description:

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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TitleOne

Authorized Agent for:

Commonwealth Land Title Insurance Company

File Number: 22459858

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Scott Darling
sdarling@titleonecorp.com
(208) 287-5300

Carly Knapp
cknapp@TitleOneCorp.com
(208) 287-0945

Jill Zimmerman
jzimmerman@titleonecorp.com
(208) 489-7272

Michaela Fealko
mfealko@titleonecorp.com
(208) 287-5325

Escrow Address: 1101 W. River Street, Suite 201, Boise, ID 83702

TitleOne State License: 712441

If you have any title questions, please contact your Title Officer:

Scott Thiel
sthiel@titleonecorp.com
(208) 287-5314

TitleOne Address:
1101 W. River Street, Suite 201
Boise, ID 83702

Agents / Brokers and Transaction Coordinators

Legal Counsel

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208) 388-1273

Legal Counsel

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208) 388-1273

Attachment 6

Joint Proposal

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

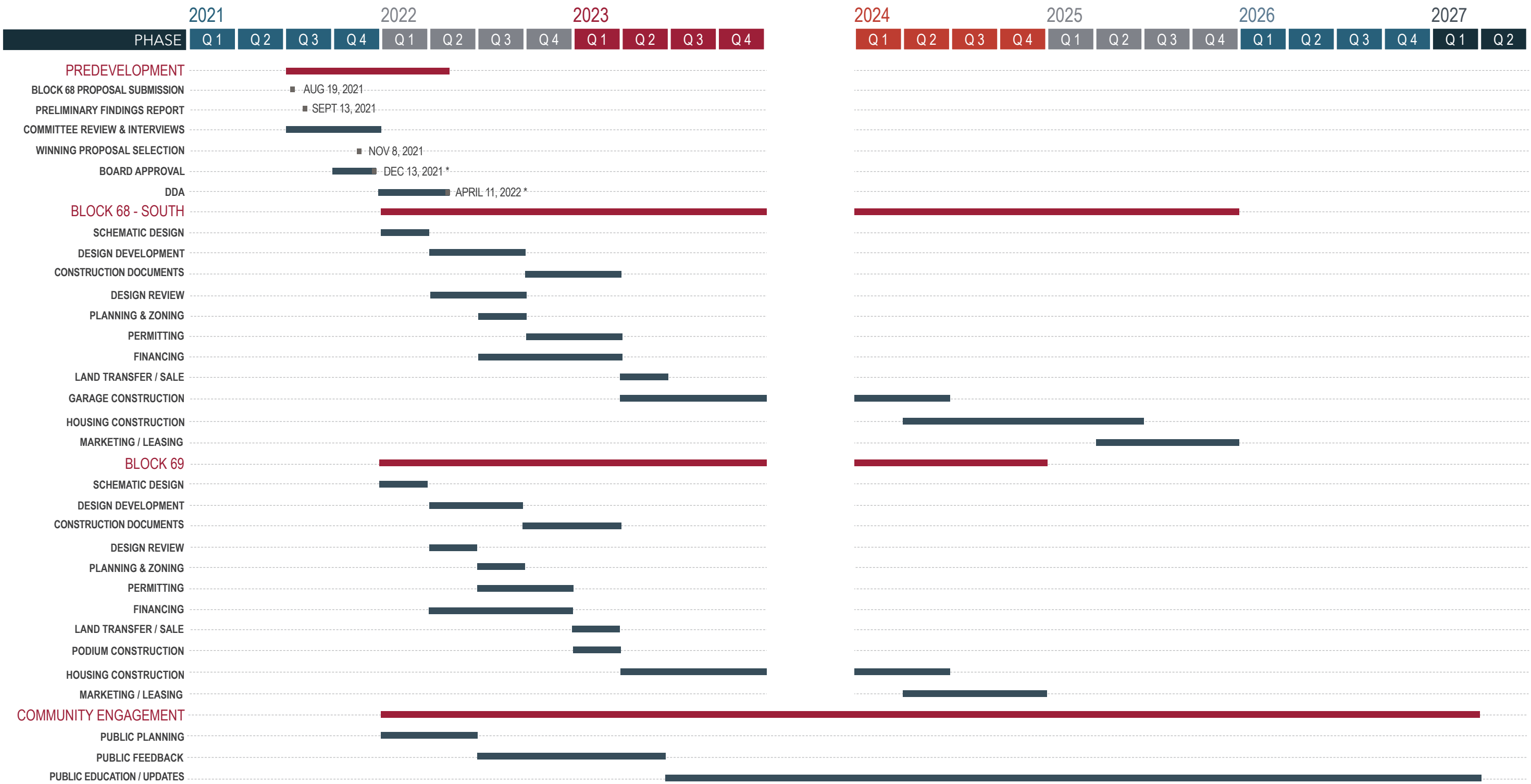
DEVELOPMENT TIMELINE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

DEVELOPMENT & TRANSACTION TIMELINE

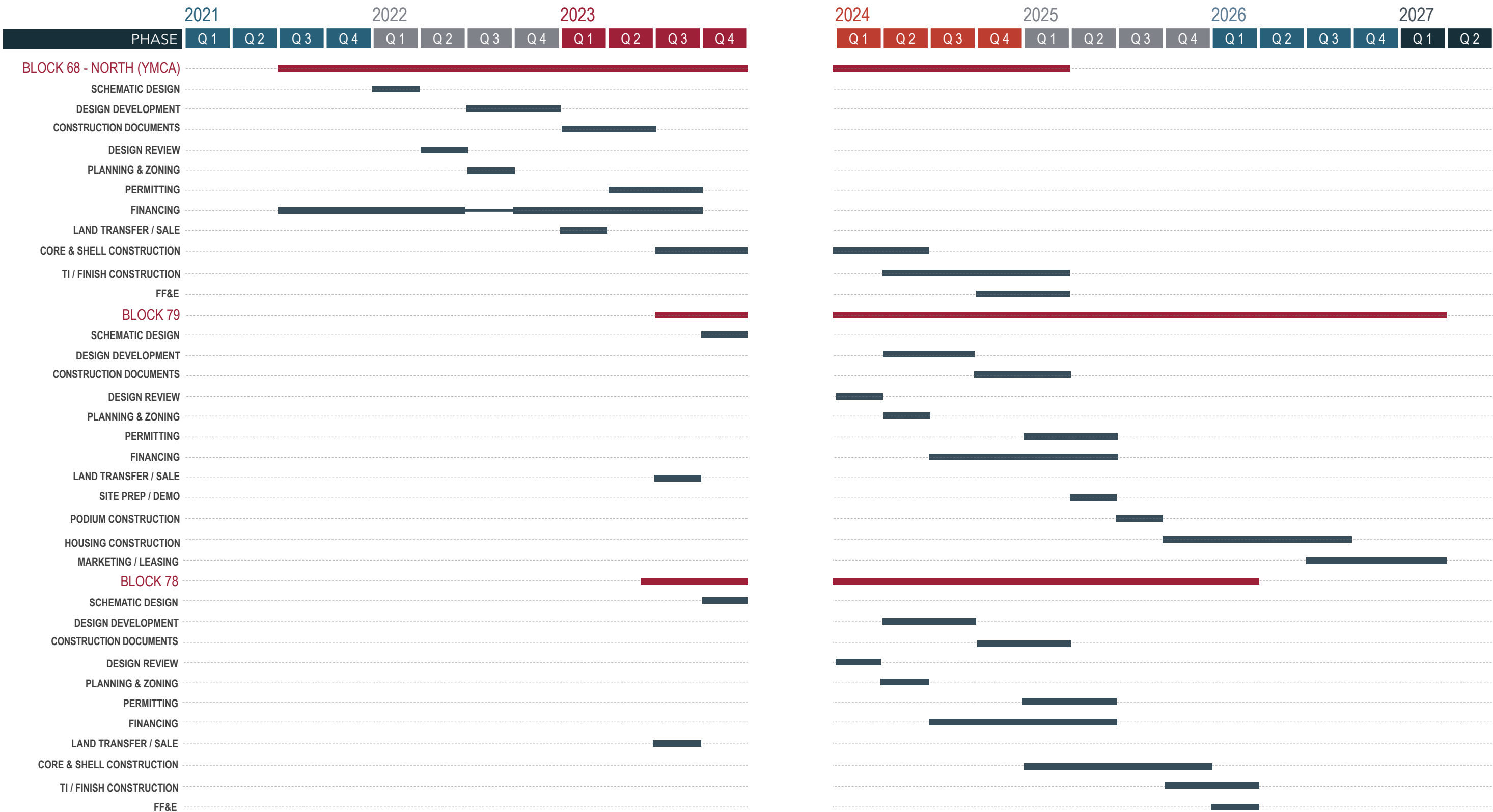
PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69



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
MIKSIS

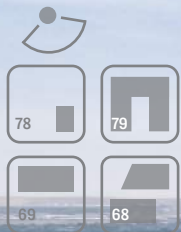
+

ELTON
Companies

+



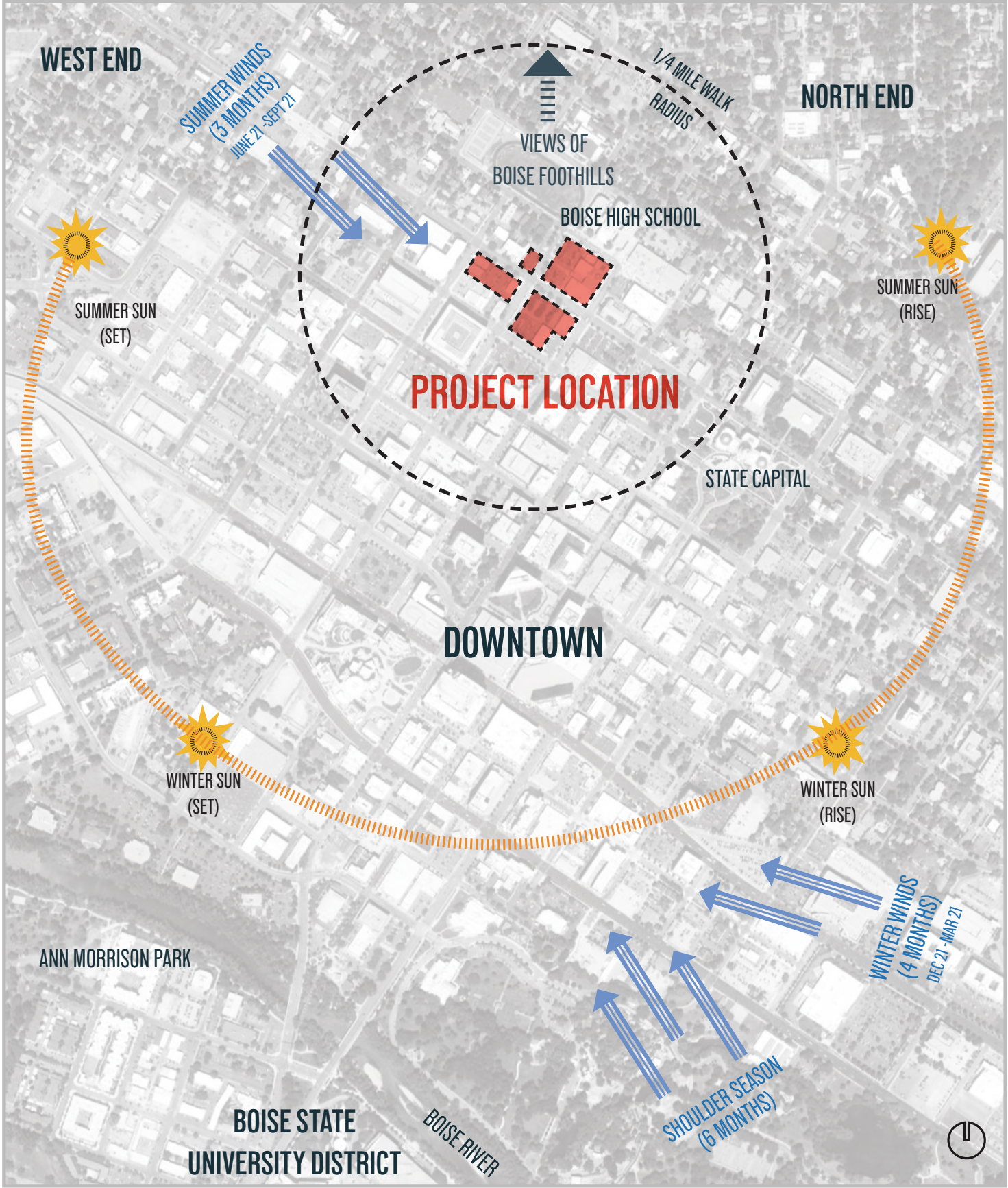
GROW OUR HOUSING



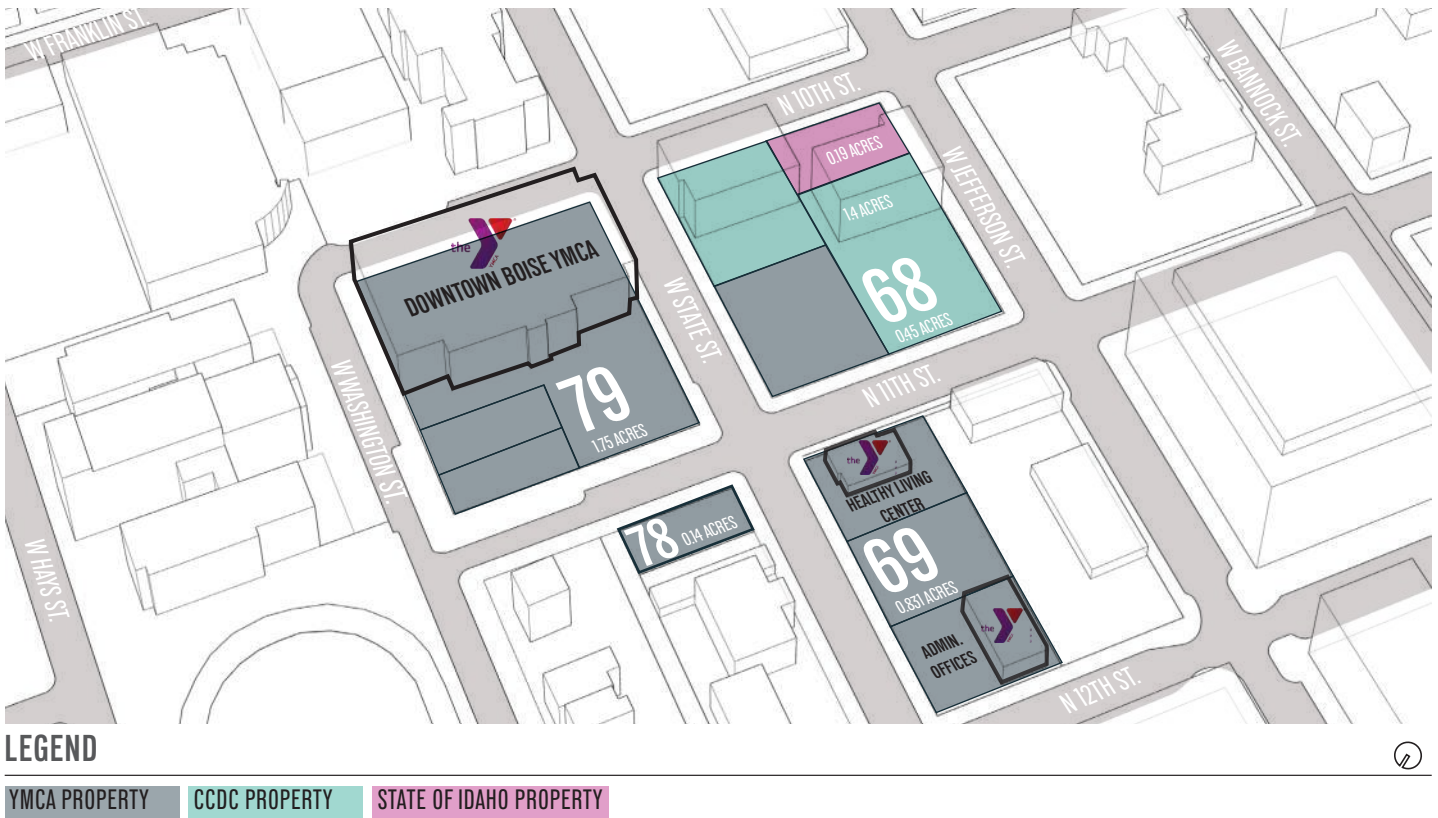
NEIGHBORHOOD FEATURES:

- 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

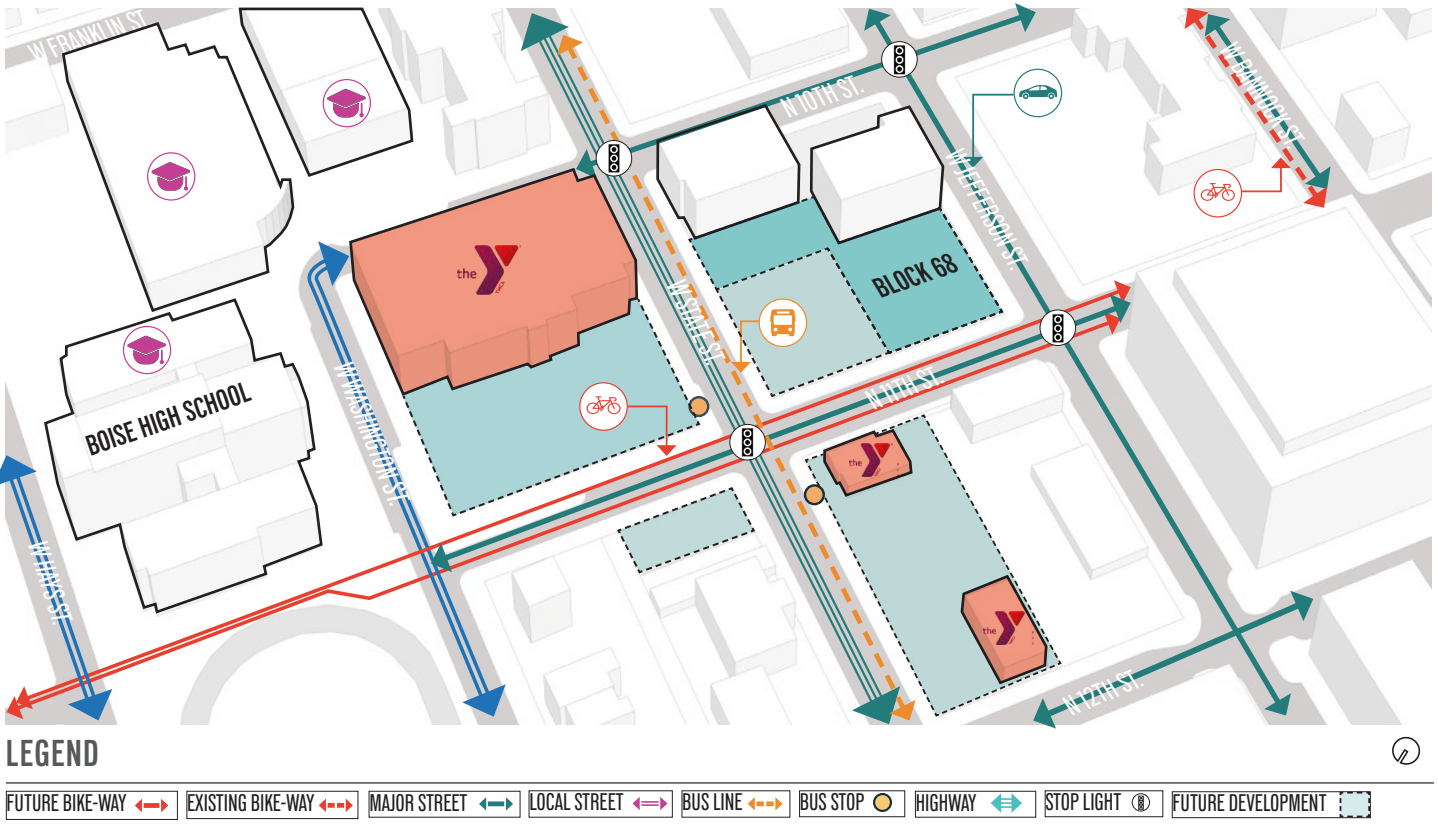
GROW OUR HOUSING
SITE ANALYSIS



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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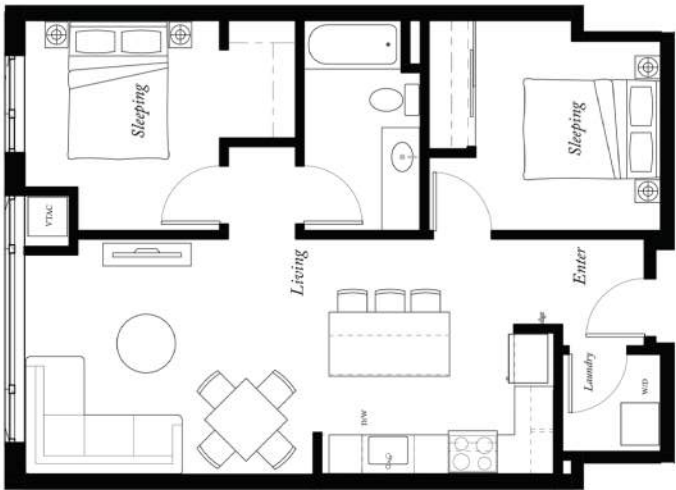
TYPICAL UNITS & FINISHES



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

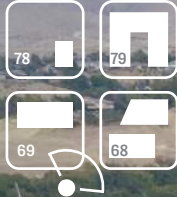


LOBBY



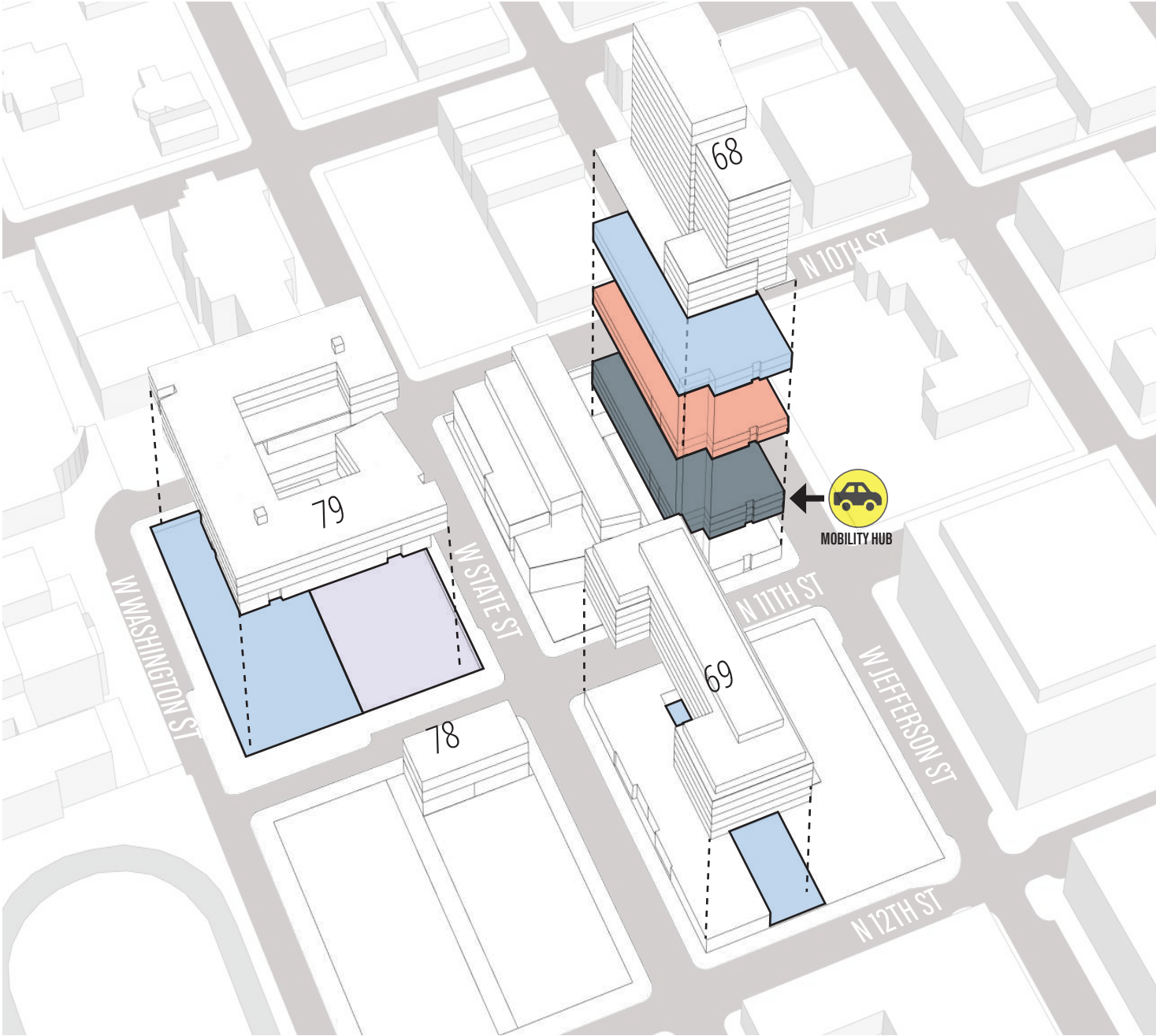
AMENITY

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

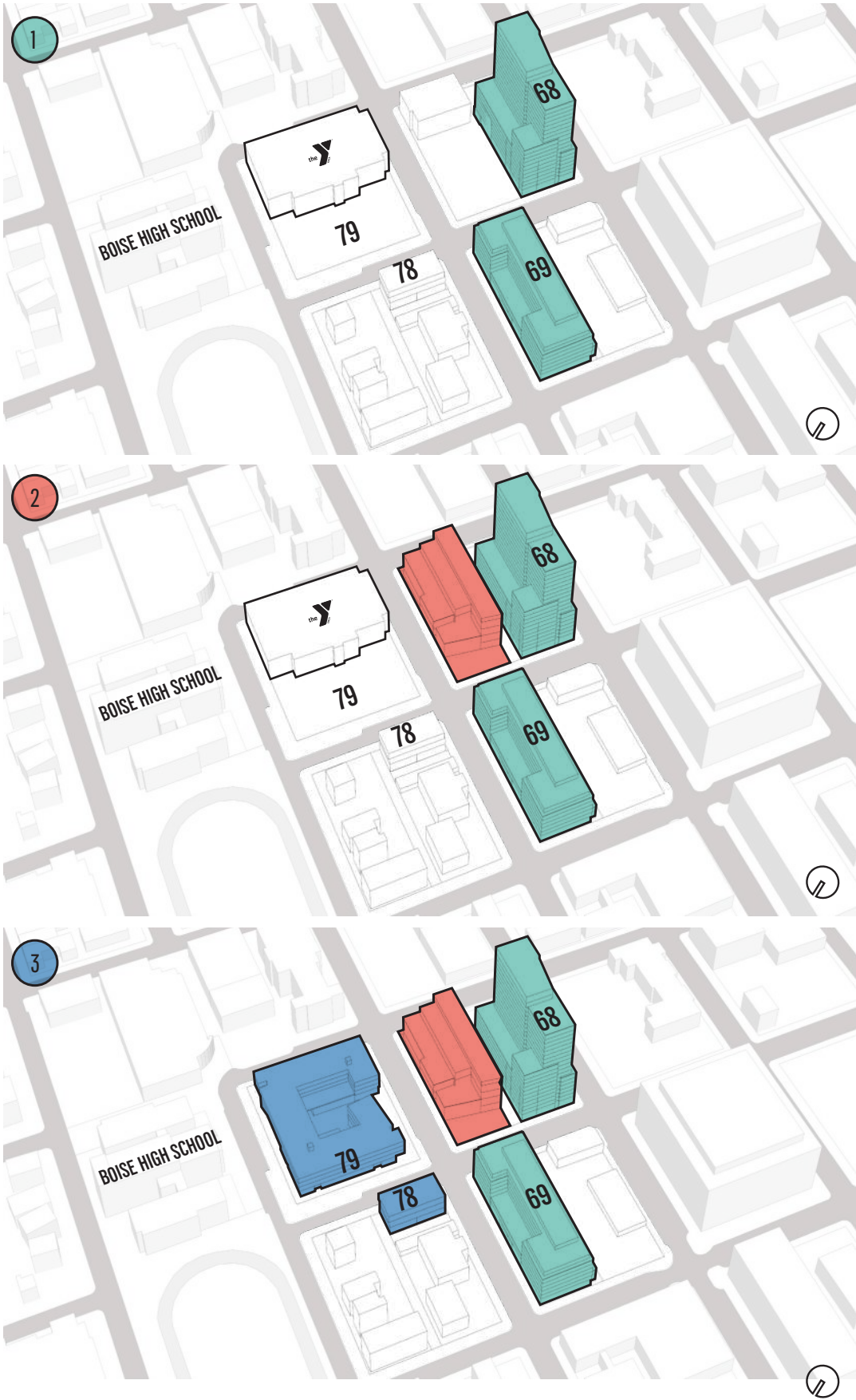


ASPIRATIONAL
ARCHITECTURE
THAT
INTEGRATES
GREEN
ARCHITECTURE
FEATURES AND
SYSTEMS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

PRIORITIES & BUILDING MASSING



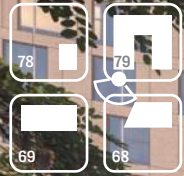
SITE LAYOUT



MASTERPLAN



FACADE DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FACADE DESIGN AND FINISHES

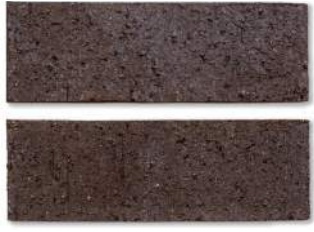


FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

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



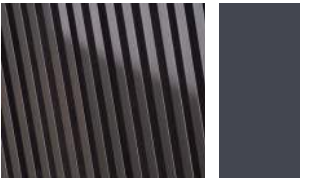
Mutual Materials: Face Brick
Style: Mediterranean - Mission
Size: Norman
Pattern: Running Bond



Metal Panel: Morin
Style: W-12 panel
Color: Redwood
Pattern: Vertical



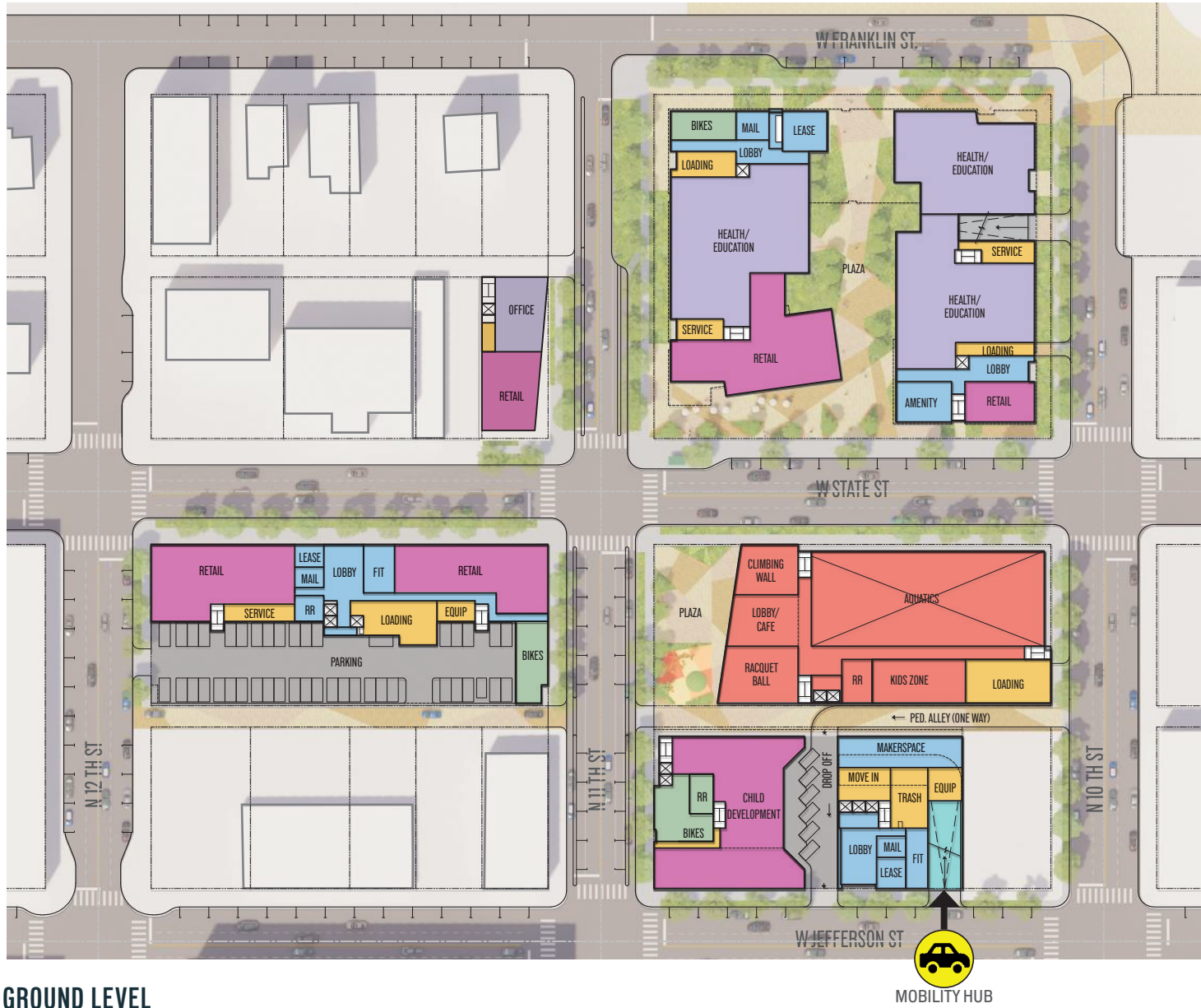
Accent: Wood Cladding
Species: Accoya
Pattern: Vertical,
open joint



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
		45 Stalls	Parking			45 Stalls	Bikes
5,800 GSF	Parking	31 Stalls	Bikes				
6 Stalls	Short-Term Parking					Below-Grade	
30 Stalls	Bikes					79,278 GSF	Parking
						210 Stalls	Parking

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						

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

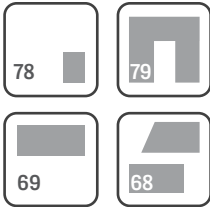
5,825 GSF
Office Space

BLOCK 79

46,890 GSF
61 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

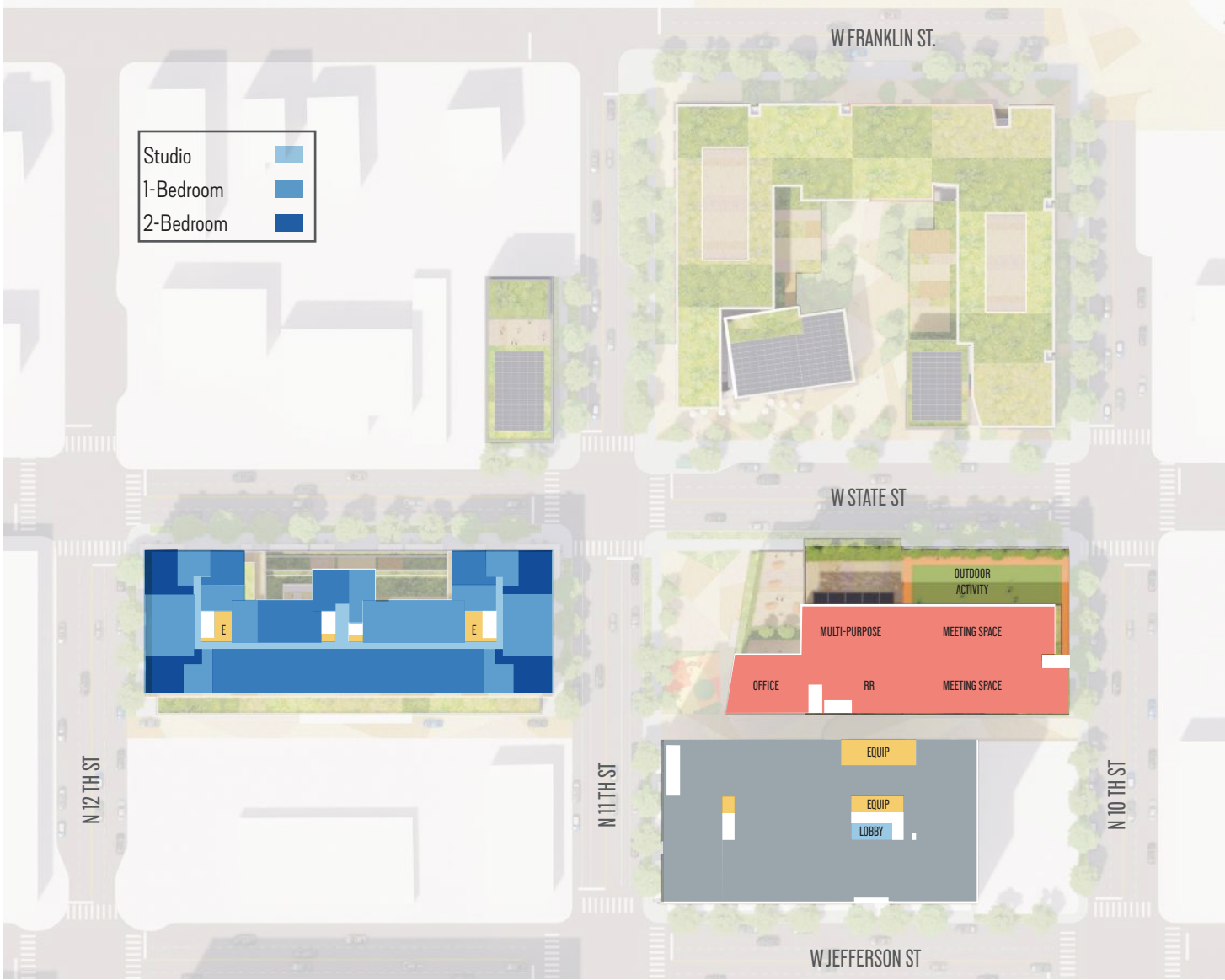
19,887 GSF
YMCA



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

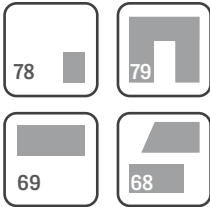
27,265 GSF
37 Units
Housing
Housing per Floor

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



LEGEND

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



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 14-19

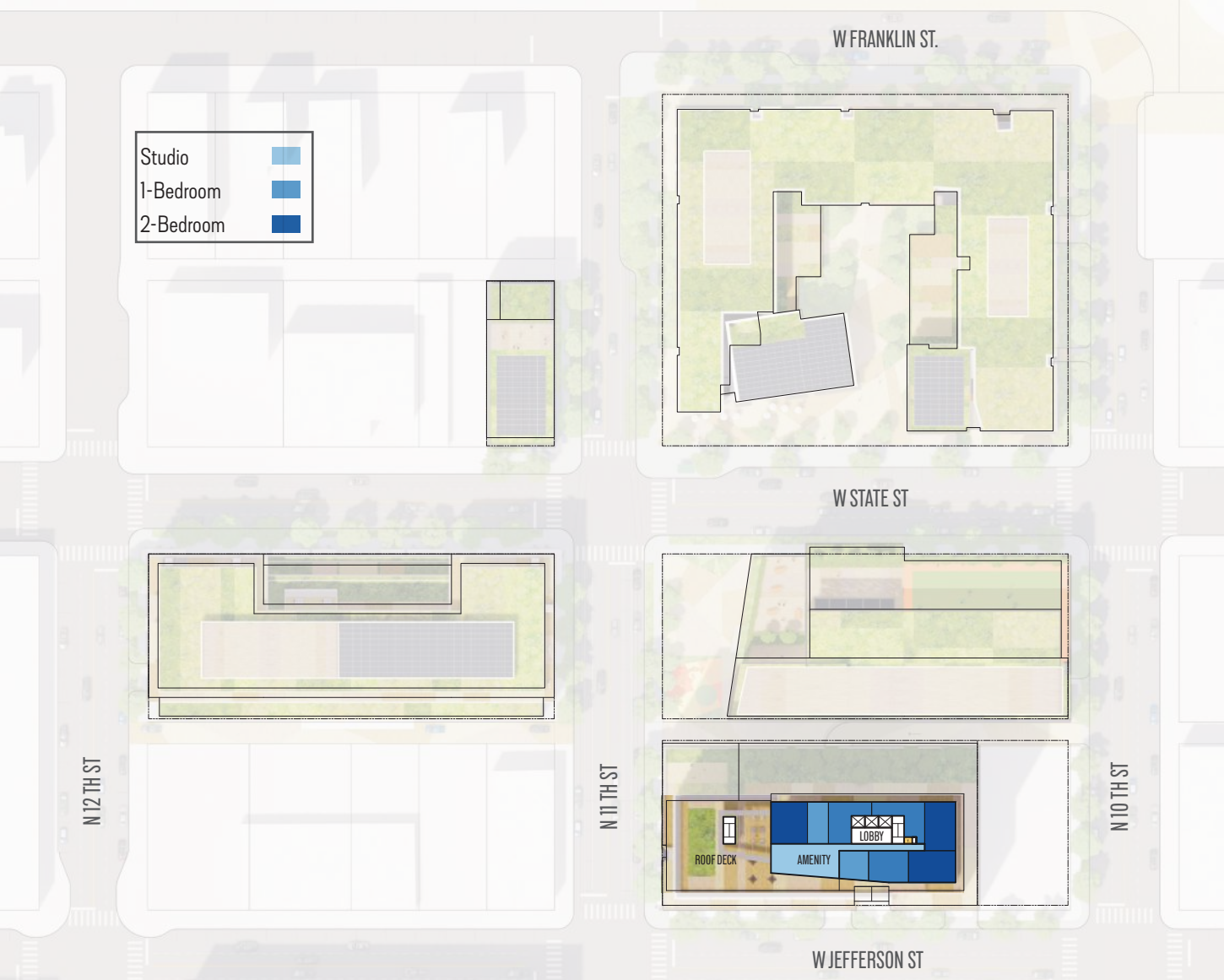


LEVELS 14-19
BLOCK 68 - SOUTH
15,602 GSF Housing
18 Units Housing per Floor



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 20



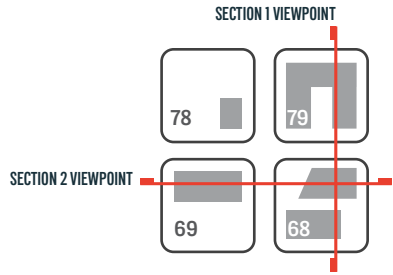
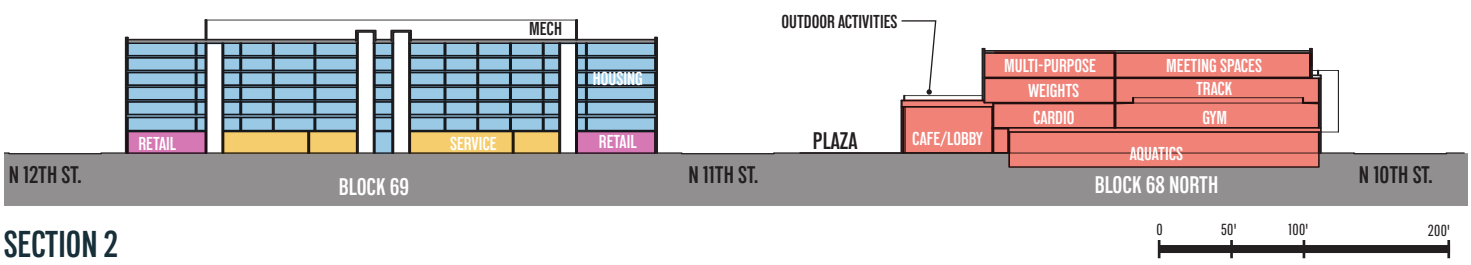
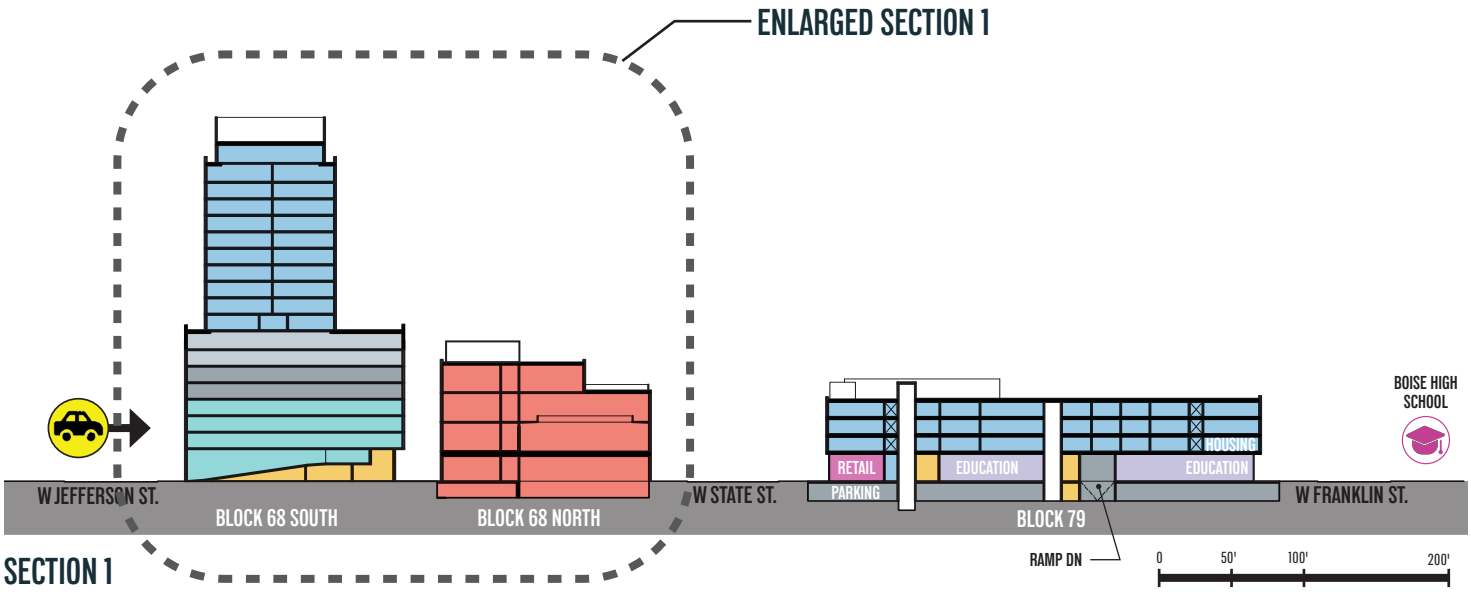
LEVEL 20
BLOCK 68 - SOUTH
9,879 GSF Housing
8 Units Housing per Floor
7,269 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

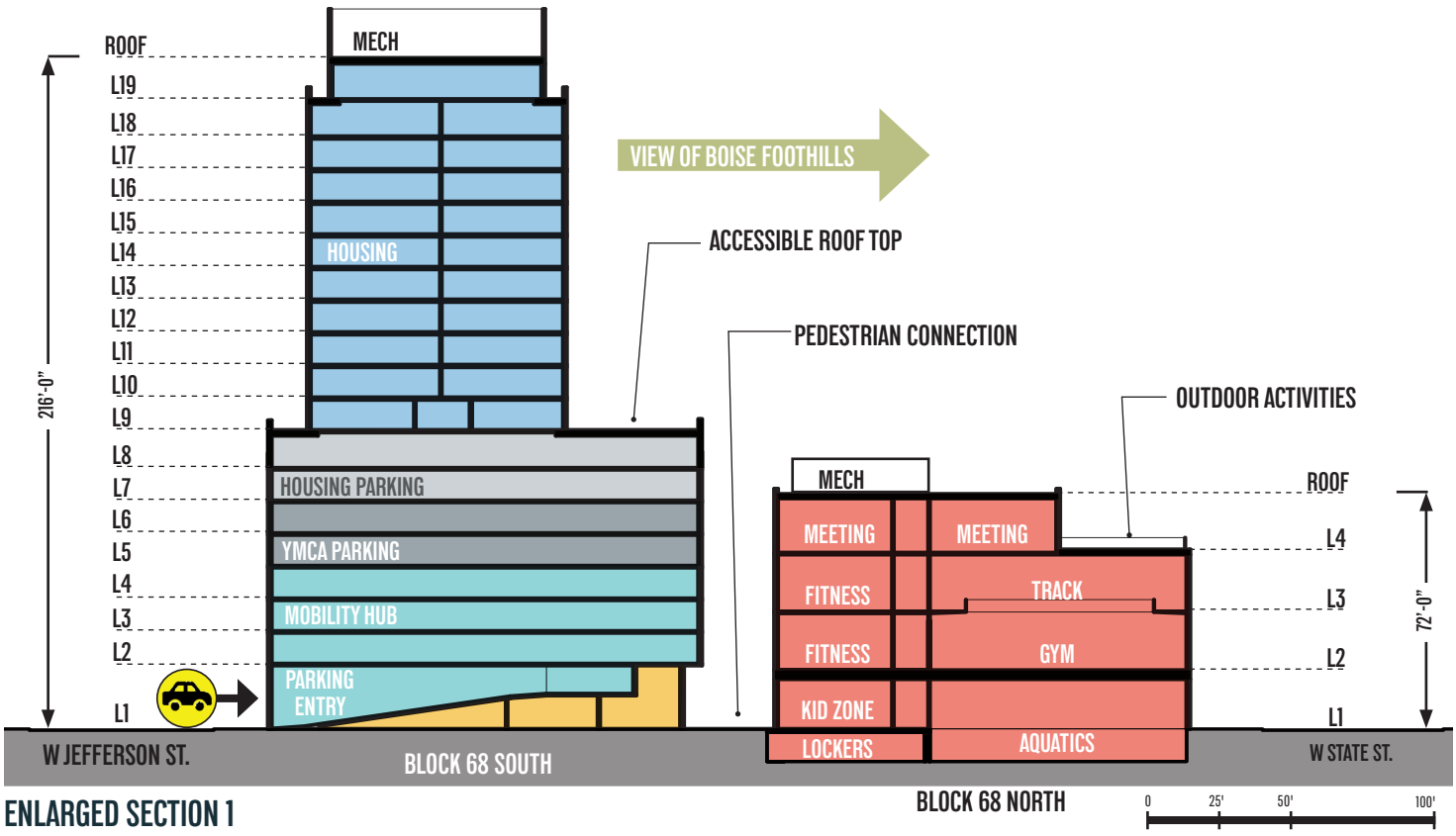
SECTIONS



LEGEND

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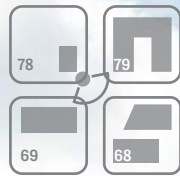
ENLARGED SECTION 1 - BLOCK 68



LEGEND

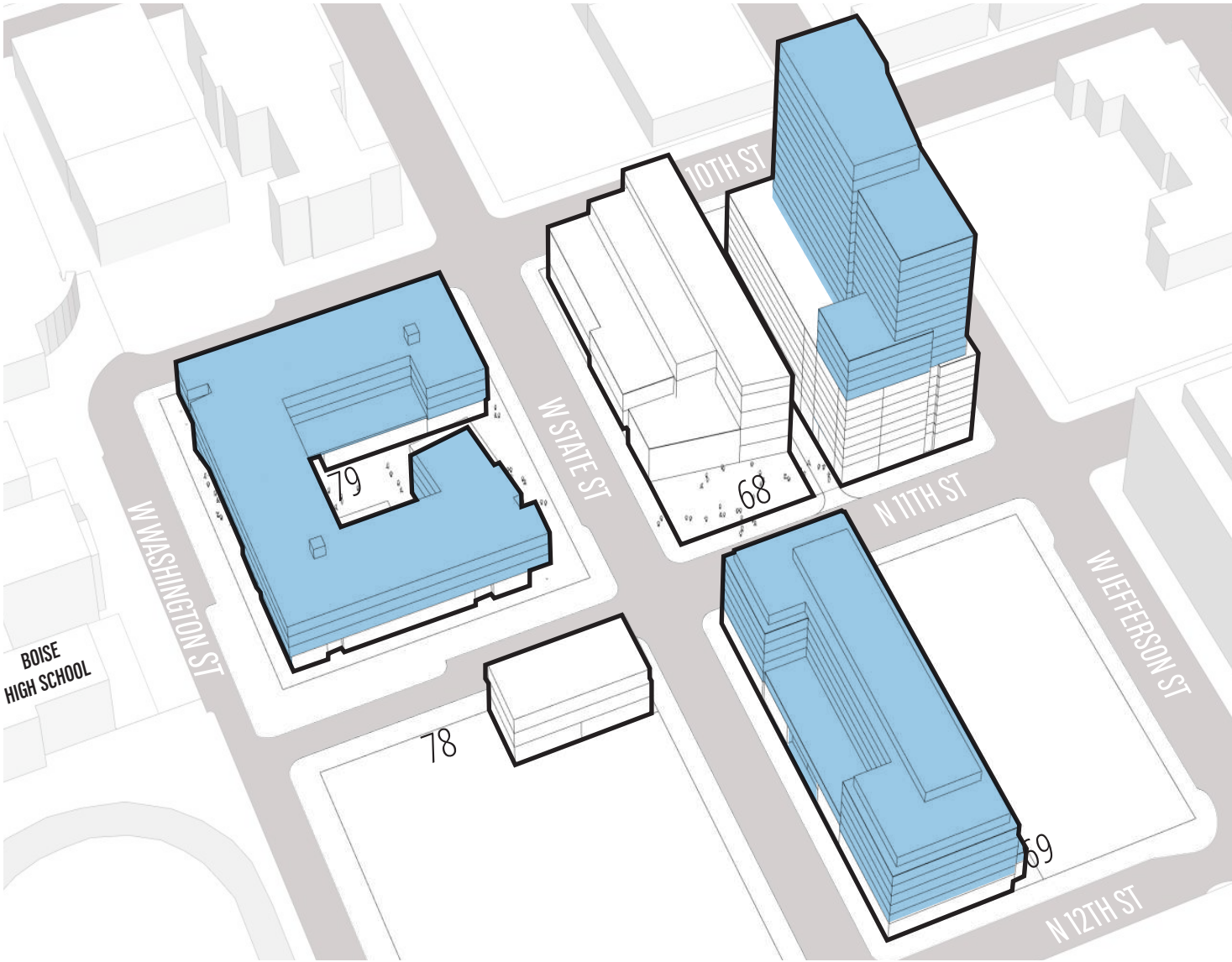
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT

HOUSING



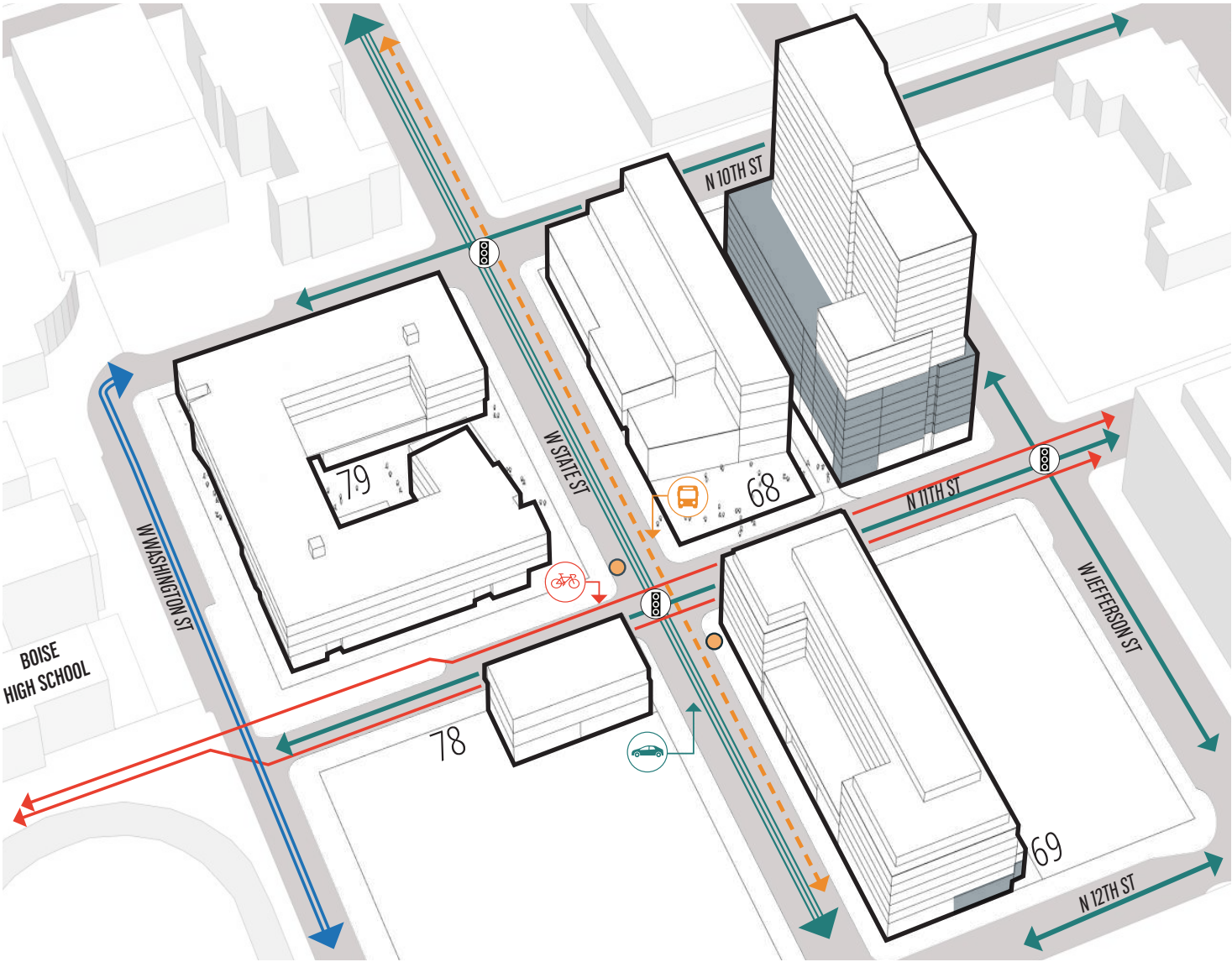
HOUSING

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.

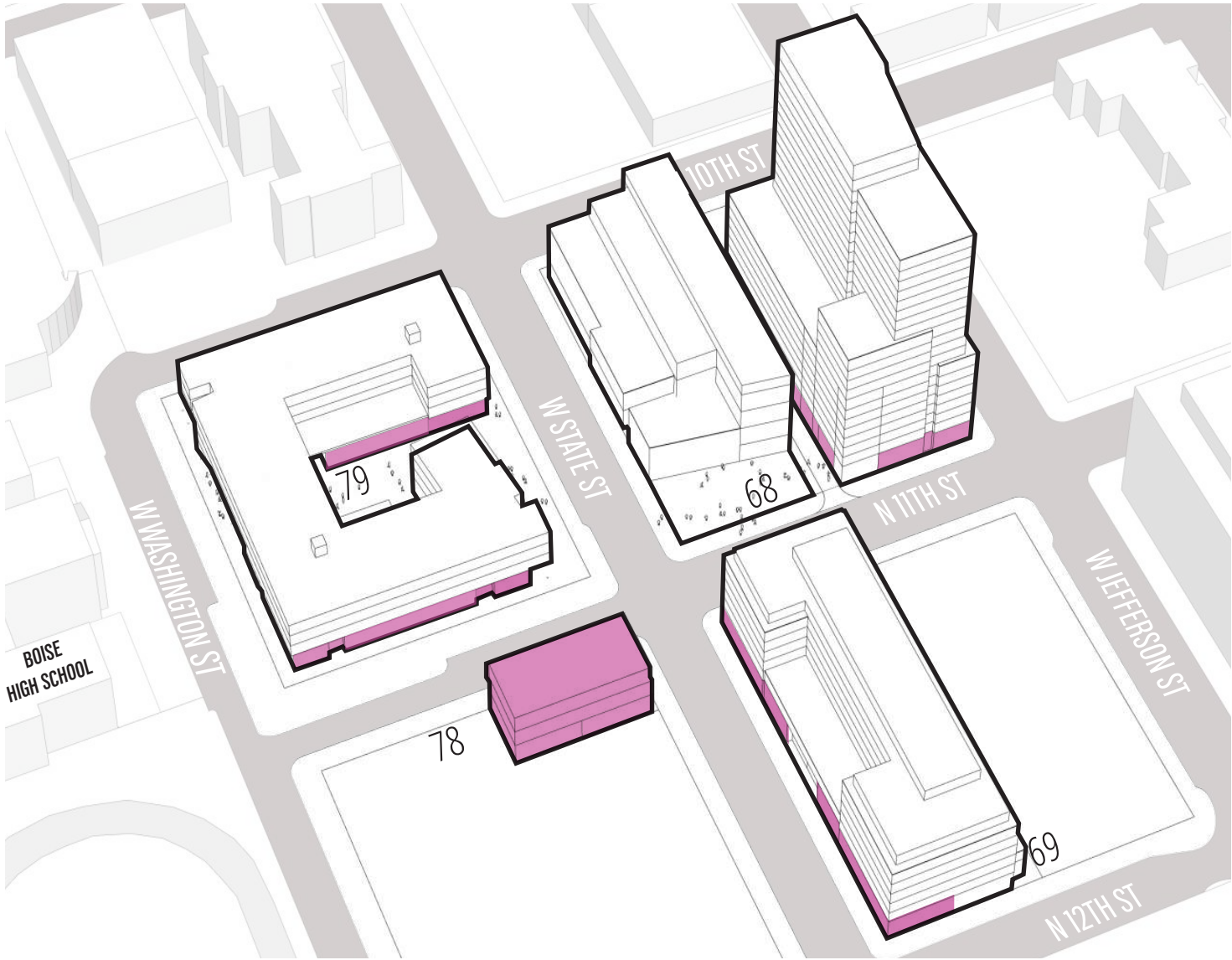
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development 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:

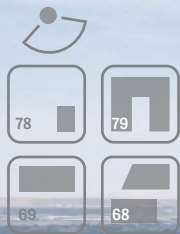
- Academic NV
 - Ada County Highway District (ACHD)
 - Boise School District
 - Boise State University
 - CATCH
 - City of Boise & Our Path Home Administrators
 - College of Idaho
 - College of Western Idaho
 - Create Common Good
- Idaho Food Bank
 - JA and Kathryn Albertsons Foundation
 - Life’s Kitchen
 - 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

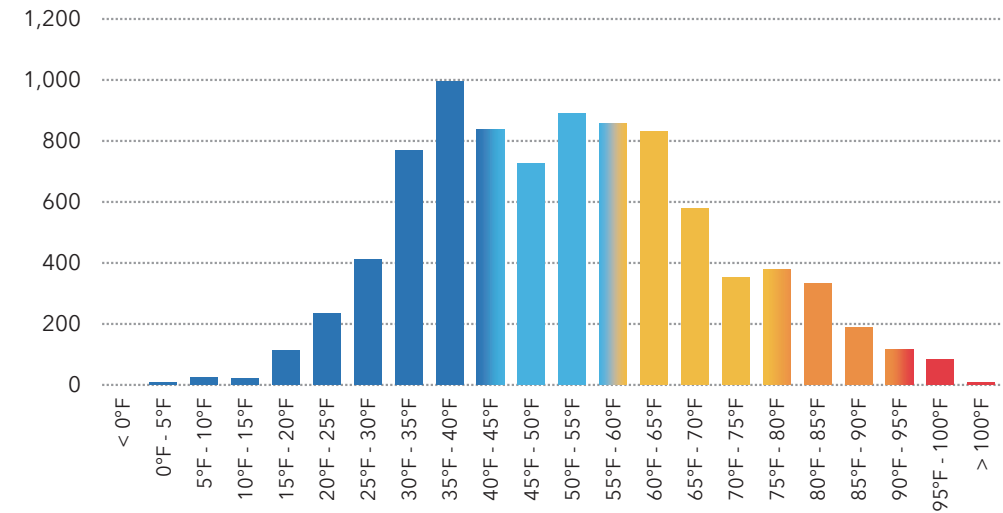
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team’s extensive experience with proven sustainable design, coupled with thoughtful 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.



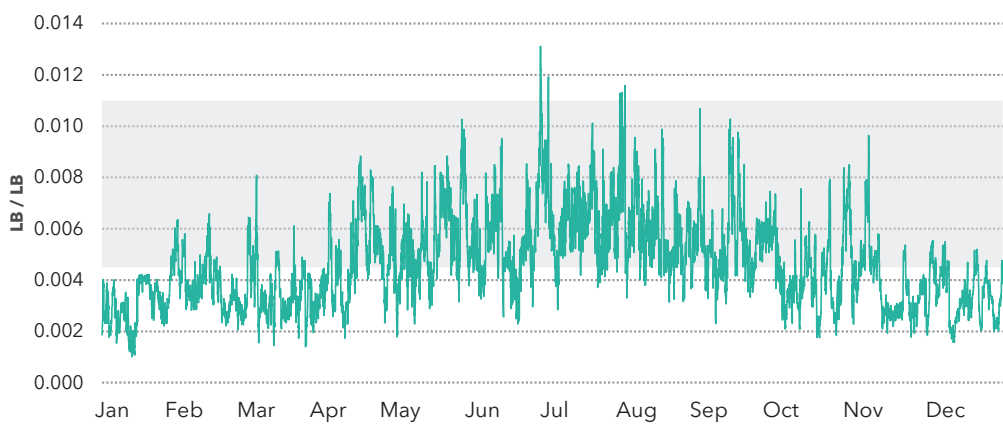
TEMPERATURE

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.



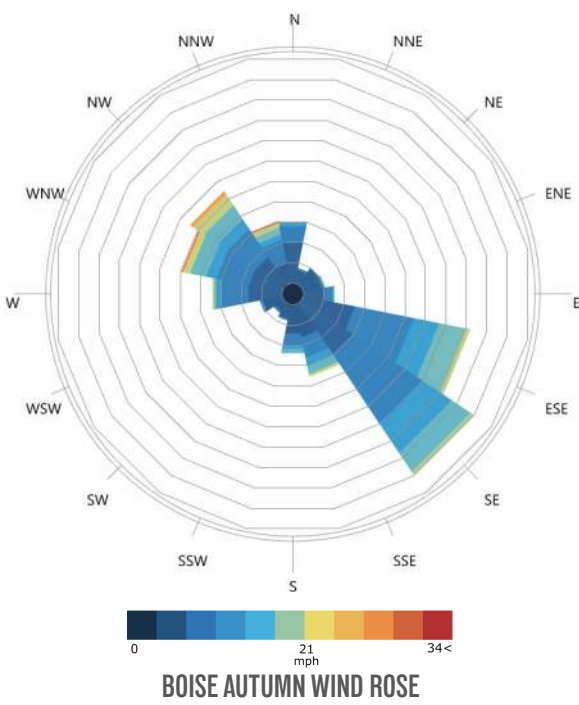
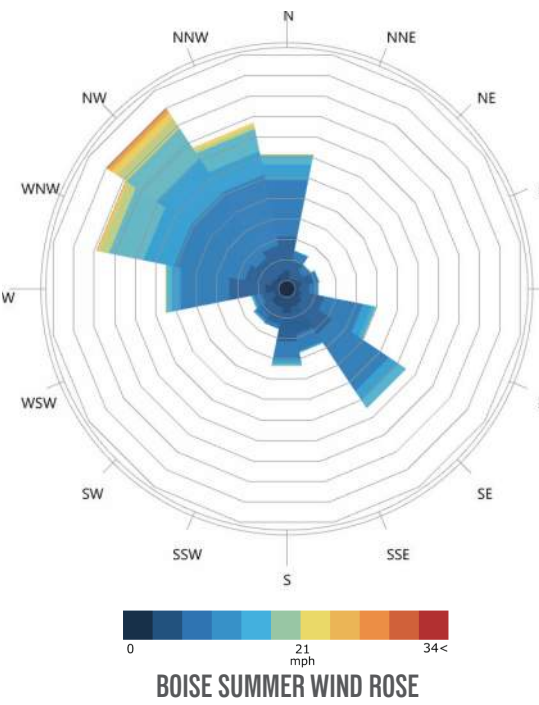
HUMIDITY

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.



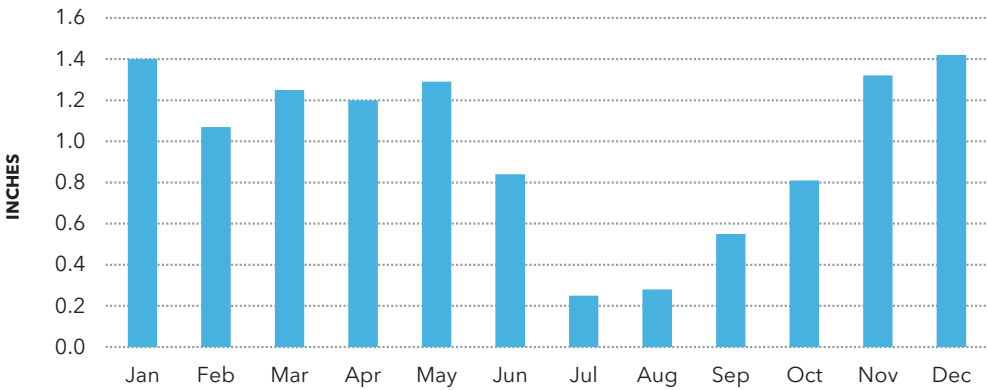
WIND RESOURCE

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.

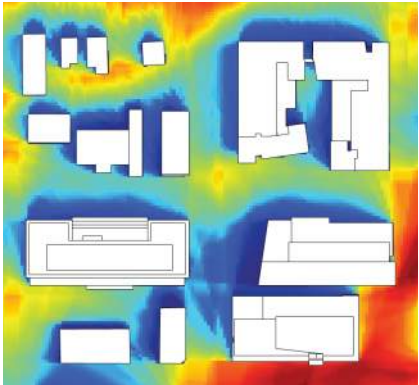


SUSTAINABILITY
CLIMATIC DATA

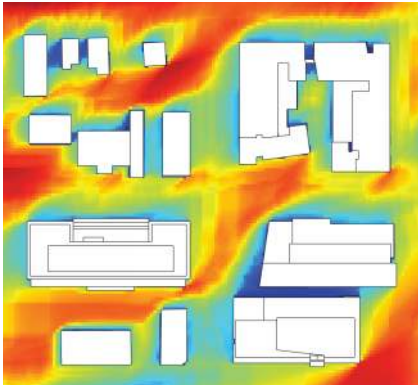


PASSIVE COMFORT

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



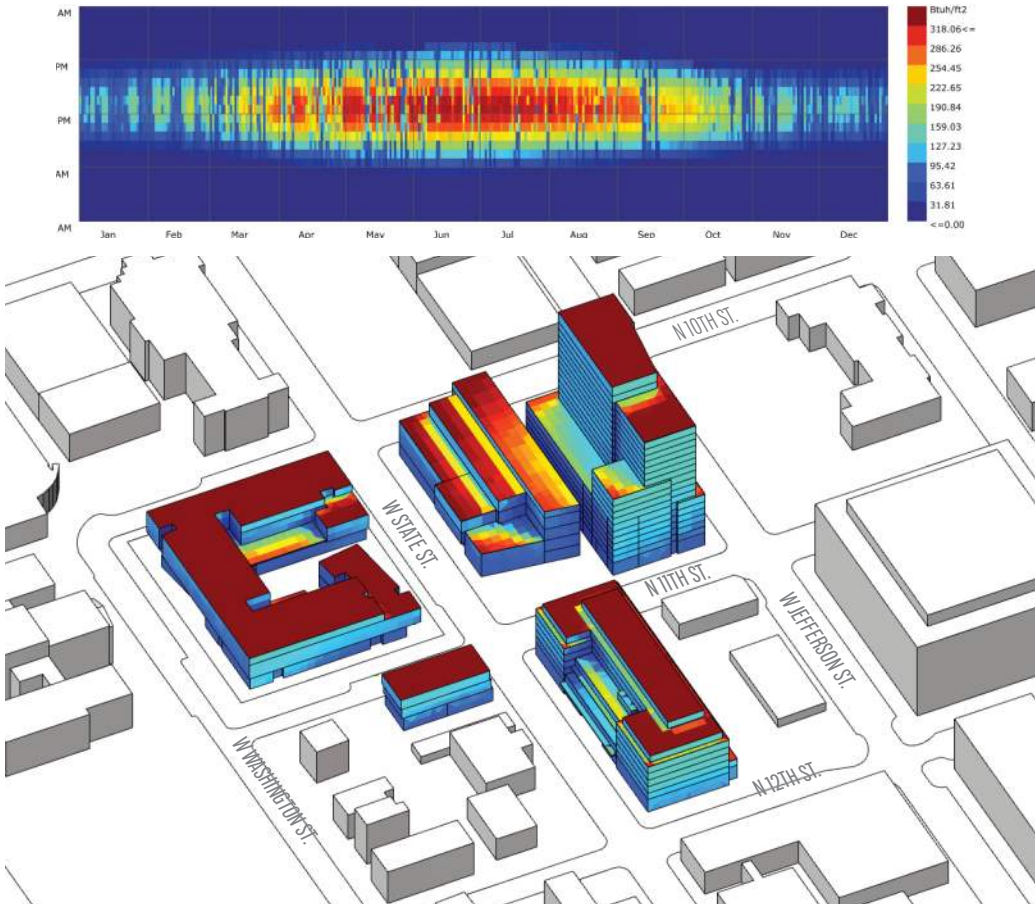
SUMMER SUNLIGHT



SOLAR INCOME

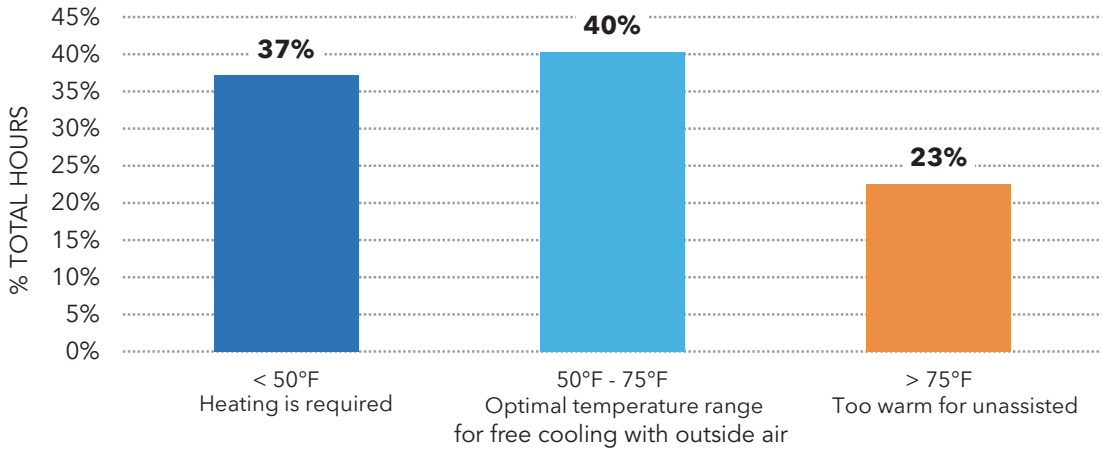
The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various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

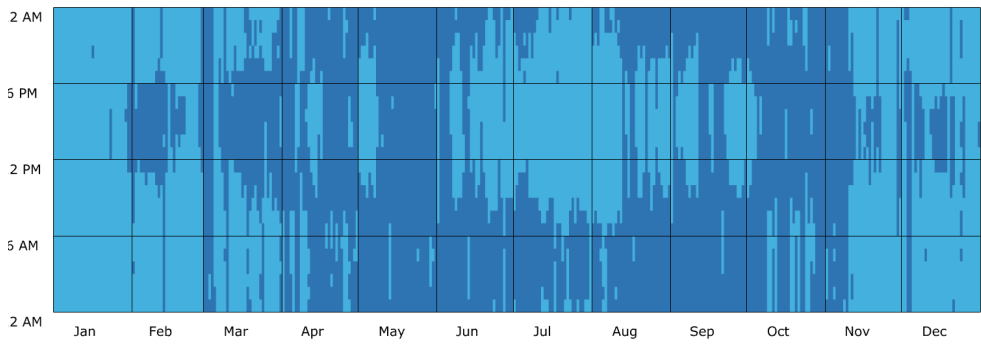


PASSIVE THERMAL STRATEGIES

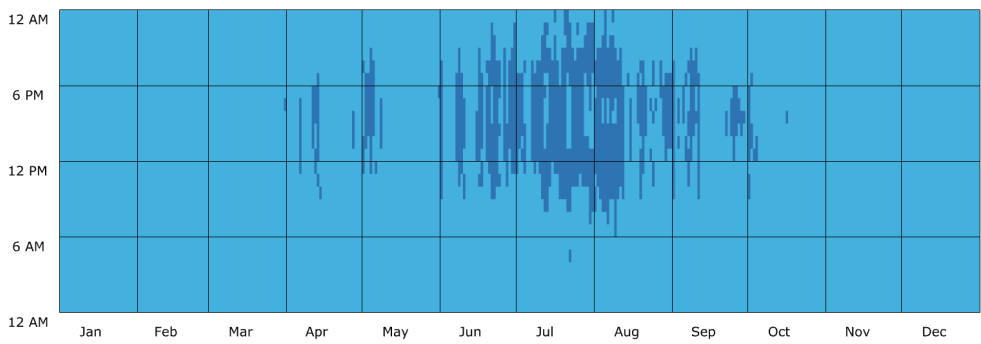
Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior environment, and hit the budget.

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

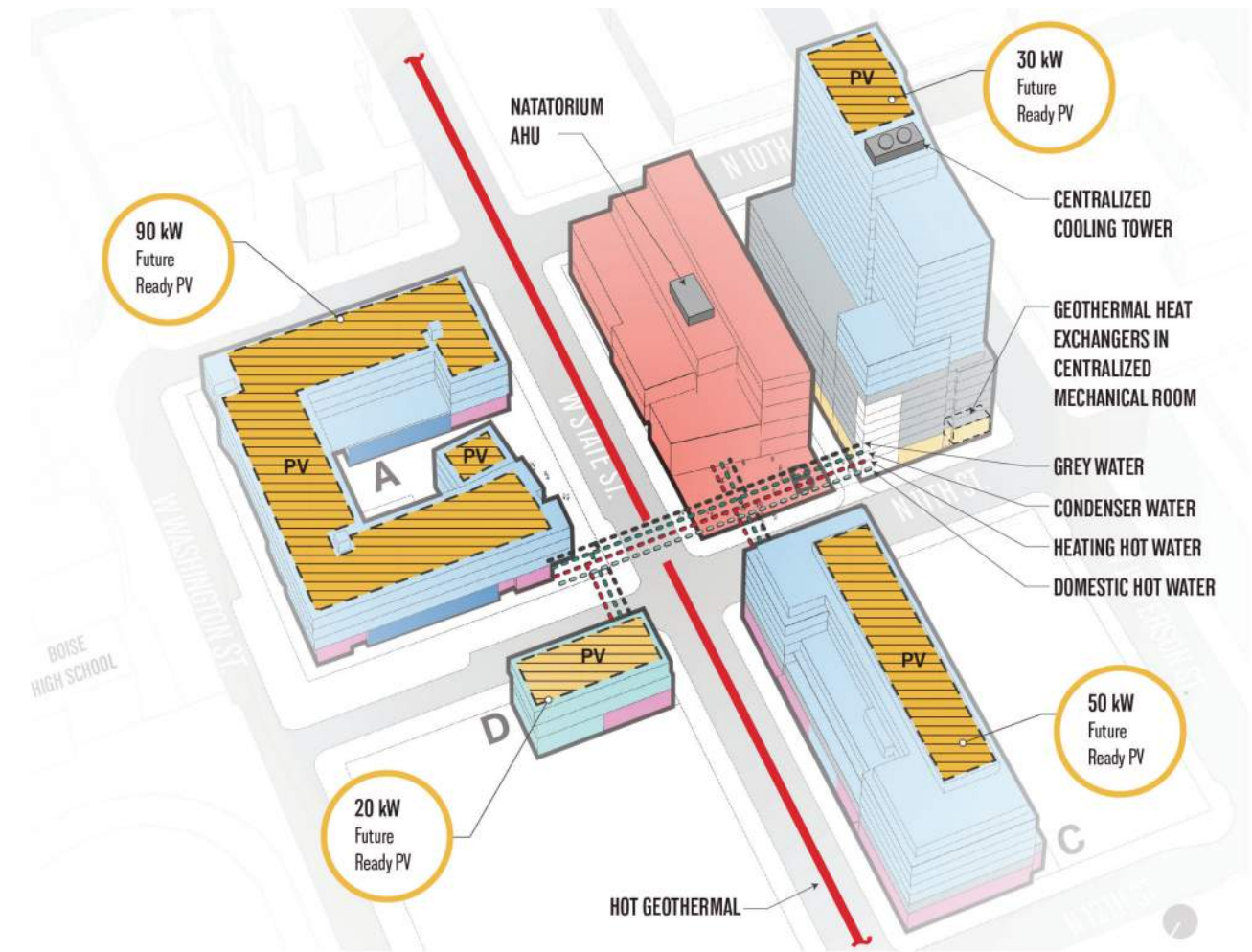


THERMAL MASS + NIGHT VENTING



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.

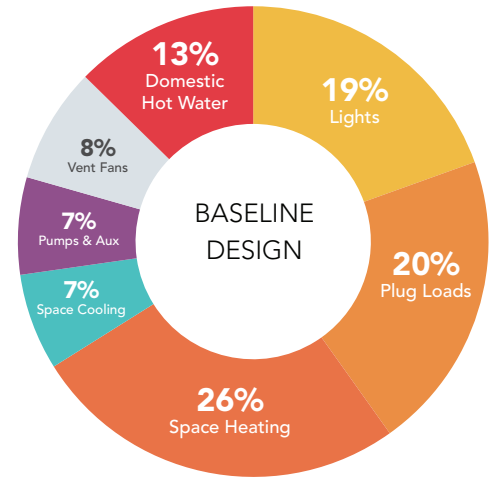
END USE ENERGY EFFICIENCY TARGETS

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.

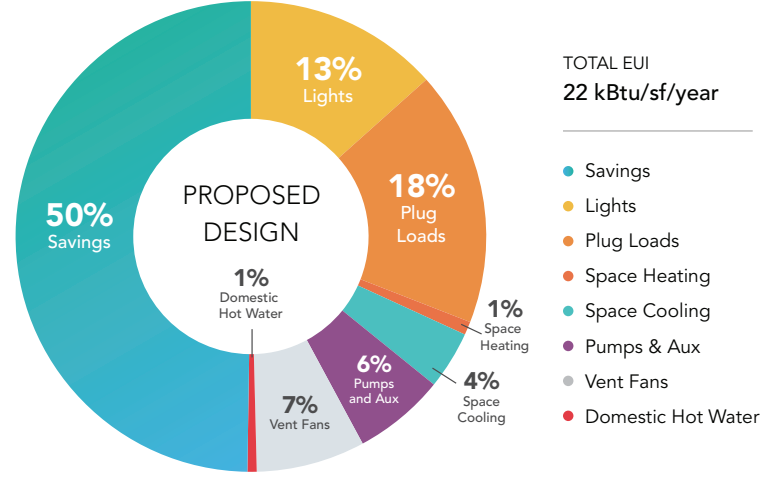
An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

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.

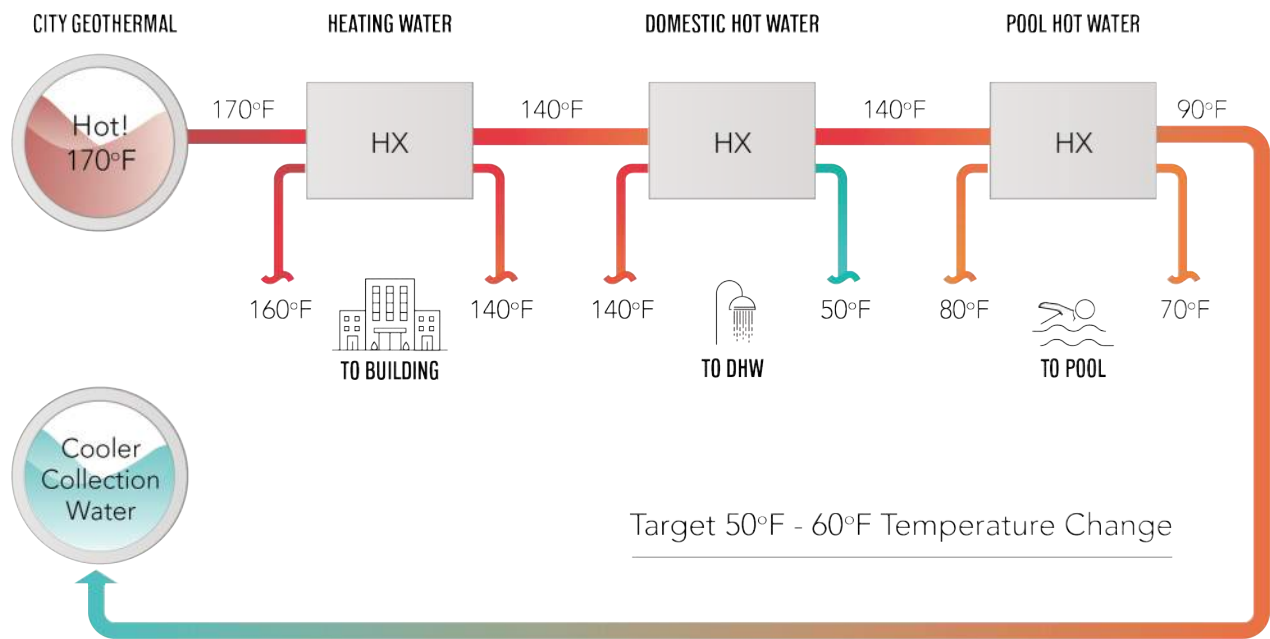
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

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.

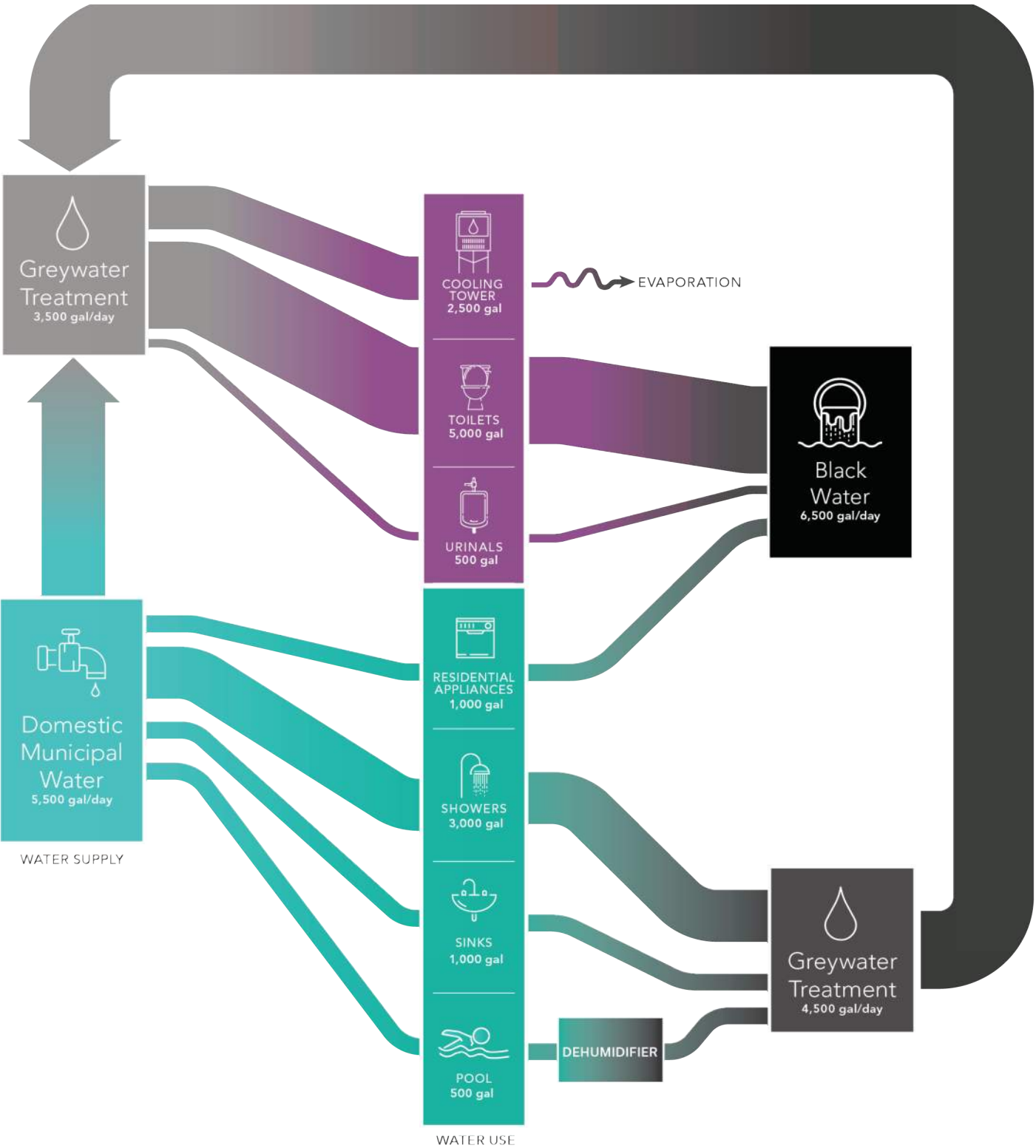


WATER USE

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

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho ("**Grantor**"), for valuable consideration paid by _____, an Idaho limited liability company ("**Grantee**"), which has a current address of _____, does hereby sell, transfer and convey unto Grantee, all of that certain real property located in Ada County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**Property**").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to:
 - a. The Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated _____, 2022, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "**DDA**") and the Redevelopment Plan (as defined in the DDA); the full text of the Redevelopment Plan, the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall use, operate, and maintain the Property for the uses specified in the Affordable Housing Covenant, Redevelopment Plan and (unless expressly waived in writing by the Grantor) for the specific use as follows:

The Property shall be used only for mixed-use, mixed-income, multi-family Workforce Housing (as defined in the DDA) development project constructed in accordance with the DDA for fifteen (15) taxable years after the Agency issues its Certificate of Completion (as defined in the DDA), or the length of time required by any financing program requirements accessed by the Developer, whichever is longer. The period of time established by the Certificate of Completion shall be referred to hereinafter as the "Use Covenant Period."

3. Prior to commencement of construction of the improvements as required in the DDA and notwithstanding any provisions in the DDA to the contrary, the Grantee shall not enter into, create, or suffer any transfer of title, assignment, lien, or other encumbrances without the written consent of the Grantor.
4. Prior to the recordation by the Grantor of a Certificate of Completion of construction as provided in the DDA, the Grantee shall not, except as permitted by the DDA, assign or attempt to assign or lease the whole or any part of the Property (or any portion thereof) or of the improvements to be constructed thereon without the prior written approval of the Grantor. This prohibition shall not be applicable to a transfer or transfers to any entity or entities owned or controlled by the Grantee transfer permitted by the DDA. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the recordation of the Certificate of Completion with respect to the construction of the improvements thereon or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof by a lender approved by the Grantor under the DDA. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of such property or to prohibit or restrict the leasing or selling of any part or parts thereof or of any improvements constructed thereon with respect to which a Certificate of Completion has been issued by the Grantor or pre-leasing activities related to the Property.
5. The Grantee covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/expression, marital status, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

6. No violation or breach of the covenants, conditions, restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA; provided, however, any successor of the Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.
7. Except as otherwise provided, the covenants contained in paragraph 2 of this Deed shall remain in effect for fifteen (15) full calendar years after the Agency issues its Certificate of Completion (as defined in the DDA), ending on December 31st of the fifteenth year. The covenants contained in paragraphs 2, 3, 4, 5 and 6 of this Deed, and the provisions set forth in Section 12 of the DDA, shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in fee interest to the Property, or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed and as set forth in Section 12 of the DDA shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties. Notwithstanding the foregoing, if Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Deed after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed and Section 12 of the DDA with respect to such portion of the Property after the conveyance.
8. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.
9. Any amendments to the Redevelopment Plan which change the uses or development permitted on the Property as proposed in the DDA or otherwise change the restrictions or controls that apply to the Property or otherwise affect the Grantee's obligations or rights with respect to the Property shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

GRANTOR:

THE URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent
public body, corporate and politic, organized
under the laws of the state of Idaho

By _____
John Brunelle, Executive Director
Date: _____

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

By: _____

By: _____

Its: Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared John Brunelle known or identified to me to be the Executive Director of The Urban Renewal Agency of the Boise City, Idaho, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, _____, the undersigned notary public in and for said county and state, personally appeared J. Dean Papé, known or identified to me to be the manager of _____, an Idaho limited liability company, the manager of _____ an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
My commission expires _____

PROPERTY DESCRIPTION EXHIBIT "A"

[To be attached]

Attachment 8

Form of Memorandum

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Mary Watson
121 N 9TH St., Suite 501
Boise, ID 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum") is made as of the ____ day of _____, by and between The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, ("Agency") and Block 69 North Development LLC, an Idaho limited liability company, whose mailing address is 1199 W. Shoreline Drive, Suite 290, Boise, ID 83702 ("Developer"), collectively the "Parties."

1. Agency and Developer entered into a Disposition and Development Agreement dated October __, 2022 (the "DDA"), regarding the conveyance and development of the real property, to be addressed as _____, and further described on Exhibit A (the "Property"), attached hereto and incorporated herein, which Property includes the parcel owned by CCDC and to be conveyed to the Developer pursuant to the DDA located at 1177 W. State Street, Boise, Idaho, 83702 1111 W. State Street, Boise, Idaho, 83702 and 419 N. 11th Street, Boise, Idaho 83702.

2. This Memorandum summarizes the DDA pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the DDA.

3. The terms, conditions, and provisions of the DDA relating to the development of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors, and assigns of the Parties hereto.

4. This Memorandum and the terms, conditions, and provisions of the DDA relating to the development of the Property shall have no further force or effect without further action by Agency or Developer after Agency has issued a Certificate of Completion with respect to the development of the Property, except as set forth in the Affordability Covenant, the Deed, and Section 12 of the DDA (the "Surviving Provisions"). The Parties shall execute and record in the real property records a Termination of Memorandum at Developer's expense recognizing completion of the development obligation of the Property pursuant to the DDA and noting the Surviving Provisions.

5. Filing and recording of any Termination of Memorandum does not constitute a termination of the Surviving Provisions.

6. In the event of any conflict between the DDA and this Memorandum, the DDA shall control.

7. Capitalized terms used but not defined in this Memorandum shall have the same meanings ascribed for such capitalized terms in the DDA.

[end of text]

AGENCY:

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By _____
John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

DEVELOPER:

Block 69 North Development LLC,
an Idaho limited liability company

By _____
J. Dean Papé
Its: Manager

By _____
Jill Sherman
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared J. Dean Papé, known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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 _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared Jill Sherman known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE CCDC PARCELS

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.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– 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.

4837-0344-1404, V. 3

Attachment 9

Certificate of Completion

**CERTIFICATE OF COMPLETION OF
CONSTRUCTION OF IMPROVEMENTS**

**(Block 69 North Workforce Housing Development Project
1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street
Disposition and Development Agreement)**

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho (the "Agency"), exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, as amended (Chapter 20, Title 50, Idaho Code), which has a street address of 121 North 9th Street, Suite 501, Boise, Idaho 83702, hereby certifies that all the required improvements, construction, and redevelopment regarding the Block 69 North Workforce Housing Development Project (collectively the "Project") have been completed.

Block 69 North Investment LLC, an Idaho limited liability company (the "Developer"), having its principal office at 1199 W. Shoreline Drive, Suite 290, Boise, Idaho 83702, is the developer of Project located on that certain real property described in Exhibit A annexed hereto and by this reference incorporated herein (the "Property"). The construction and completion of the Project on the Property have been completed in accordance with the provisions and conform with the uses specified in the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by the Boise City Council on December 4, 2001, by City Council Ordinance No. 6108 (the "Plan"), and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by the Boise City Council on December 1, 2020, by City Council Ordinance No. ORD-45-20 (collectively the Plan and the First Amendment may be referred to as the "Plan"), which Plan is incorporated herein by reference. The Project as constructed also met the requirements set forth in the Disposition and Development Agreement dated October __, 2022 (the "DDA"), between the Agency and the Developer, which DDA is incorporated herein by reference.

This Certificate is issued in accordance with Section 10 of the DDA and only for said purposes of Section 10. This Certificate of Completion for the Project shall be a conclusive determination of the satisfaction of the agreements and requirements by both the Developer and the Agency as set forth in the DDA, provided that the Agency does not hereby relinquish any right to enforce the covenants that specifically survive such completion of the Project and remain as terms set forth in the Special Warranty Deed, dated [_____, _____], recorded on [_____, _____], bearing Instrument No. _____ (the "Deed") conveying the Property to the Developer from the Agency, and the Affordability Covenant, dated [_____, _____], recorded on [_____, _____], bearing Instrument No. [_____] (the "Affordability Covenant") setting forth the Workforce Housing (as defined in the DDA) income qualifications and rental rates for a specified period of time or Sections 3.1 and 12 of the DDA.

[end of text]

DATED this _____ day of _____.

The Urban Renewal Agency of Boise City, Idaho,
also known as Capital City Development
Corporation, an independent public body, corporate
and politic, organized under the laws of the state of
Idaho

By _____
John Brunelle, Executive Director

ATTEST:

Secretary/Treasurer

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, _____, before me, _____,
a notary public in and for said state, personally appeared John Brunelle known to me to be the
Executive Director and _____ Secretary/Treasurer of The Urban Renewal
Agency of Boise City, Idaho, also known as Capital City Development Corporation, an
independent public body, corporate and politic, organized under the laws of the state of Idaho,
who executed the within and foregoing instrument, and acknowledged to me that Capital City
Development Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

EXHIBIT A

Description of the Property

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.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– 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.

BLOCK 68 CATALYTIC REDEVELOPMENT

GREEN BUILDING CERTIFICATE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the YMCA

GREEN BUILDING CERTIFICATE FORM

APPENDIX 5

GREEN BUILDING CERTIFICATION (REQUIRED WITH SUBMITTAL)

To: Capital City Development Corporation (CCDC)

Re: Block 68 Catalytic Redevelopment Project RFP
1010 W. Jefferson Street and 421 N. 10th Street, Boise, Idaho 83702

**Downtown Boise
Catalytic Redevelopment**

My signature below legally binds this development known as Downtown Boise Catalytic Redevelopment to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (the “Code”). Or in the event the Code does not pertain to the construction type, the developer will obtain written confirmation from a Boise City Building Official that the project meets or exceeds the intent of the Code. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.



Signature: _____

Print Name: J. Dean Pape

Print Title: Principal

Developer Company: deChase Miksis

Date: 7/3/2021

Attachment 11

Form of Affordable Housing Covenant

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Mary Watson
121 N 9TH St., Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AFFORDABILITY COVENANT

This AFFORDABILITY COVENANT (this "Affordability Covenant") is entered into as of _____, by and between The Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, organized under the laws of the state of Idaho, doing business as Capital City Development Corporation ("CCDC" or its successor) with a mailing address of 121 N. 9th Street, Ste. 501, Boise, Idaho, 83702, and [Block 69 North Investment LLC, an Idaho limited liability company ("Developer")], with a mailing address of [PO Box 733, Boise, Idaho, 83702]. CCDC and Developer may be referred to as a "Party" or, collectively, the "Parties."

For good and valuable consideration, and for the covenants, duties, and obligations herein set forth, the sufficiency of which consideration is hereby acknowledged, CCDC and Developer agree as follows:

1. Definitions

- | | |
|--------------------------------|---|
| 1.1 "AMI" | 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). |
| 1.2 "Commencement Date" | The issuance date of the Certificate of Completion for the Project pursuant to Disposition and Development Agreement dated _____, 2022 (the "DDA"). |
| 1.3 "Expiration Date" | Fifteen (15) years after the Commencement Date, or as may be extended pursuant to Section 15. |

- 1.4 **“Household Income”** Combined income for all household members generating income.
- 1.5 **“Income Qualification”** For any Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI, Tenant’s household income, adjusted by household size, will not be more than 80% AMI. For any Workforce Housing Unit with a Rent Limit set at or below 30% of 120% AMI, Tenant’s household income, adjusted by household size, will not be more than 120% AMI.
- 1.6 **“Income Qualified Unit”** All Workforce Housing Units are Income Qualified Units.
- 1.7 **“Market Rate Units”** All other Units that are not Workforce Housing Units and are not subject to the restrictions and limitations of an Income Qualified Unit.
- 1.8 **“Project”** Approximately 220 dwelling Units of multifamily housing, including a minimum of 155 Workforce Housing Units and approximately 62 Market Rate Units, located at _____, Boise, Idaho, 87302, and further described on Exhibit A (the “Property”).
- 1.9 **“Rent”** The monthly amount paid by Tenant to rent a Unit subject to the terms and conditions in this Affordability Covenant. Rent does not include deposits, utilities (gas, telephone, internet, water, electricity), late fees, pet fees, parking fees, sewer, trash collection services, or other reasonable fees and costs as typically charged back to the Tenant.
- 1.10 **“Rent Limit”** The Workforce Housing Unit rents shall be set at no more than 30% of 80% and 120% AMI and are subject to Income Qualification.
- Monthly Rent for an Income Qualified Unit must not exceed 30% of 80% AMI for the then current year for the 80% units.
- Monthly Rent for an Income Qualified Unit must not exceed 30% of 120% AMI for the then current year for the remaining Workforce Housing Units.

No Market Unit shall be subject to Income Qualification or Rent Limit.

Rental limits may be determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC:

www.novoco.com/products/rentincome.php

or if not available, a similar calculator as may be agreed to by the Parties.

The AMI calculation for the Rent Limit is to be based on an assumed family size of 1.5 persons per bedroom, and in the case of an efficiency (as defined by Novoco but shall be micro studios or studios in the Project) unit 1 person per unit.

Rent increases on an existing tenant in a Workforce Housing Unit may occur no more frequently than annually and are capped at 5% per year.

1.11 “Tenants”

As used herein, the “Tenant(s)” means all persons that leases a Unit, whether or not the persons are related.

1.12 “Unit(s)”

The dwelling units in the Project.

1.13 “Workforce Housing Unit” 25 Units with a Rent Limit set at or below 30% of 80% AMI [3 Micro Studio; 3 Studio; 3 Open One Bedroom; 8 One Bedroom; 2 One Bedroom + Den; 6 Two Bedroom] and 130 Units with a Rent Limit at or below 30% of 120% AMI [17 Micro Studio; 15 Studio; 15 Open One Bedroom; 41 One Bedroom; 12 One Bedroom + Den; 30 Two Bedroom].

STANDARD TERMS

2. **Term.** Developer’s obligations under this Affordability Covenant will commence on the Commencement Date and, subject only to Section 15, will automatically expire on the Expiration Date without need of further action or recordings by the Parties. After the Expiration Date, CCDC (or its successor agency) agrees to execute a Termination and Release of Affordability Covenant that is reasonably requested by Developer (or its successor).
3. **Marketing of Units.** Developer agrees to market, lease, and operate the Units on the terms set forth in this Affordability Covenant, to the extent allowable by state and federal law. At any time, Developer may exchange any of the Workforce Housing Units with any of the Market Rate Units, so long as the Workforce Housing Unit mix shall remain the same as set forth in Section 1.13.

4. [RESERVED]
5. **Income Qualification.** Any Income Qualified Unit must be occupied (or, if unoccupied, made available for occupancy subject to Section 8) by Tenant(s) with gross household income, adjusted by household size, that meets the applicable Income Qualification. Examples of determining household income and maximum rent are set forth in Exhibit D. Developer and/or Developer's agent will verify that the Tenant meets the Income Qualification for the Income Qualified Units, which verification may be by any reasonable method, including Tenant's production of reasonable evidence of Tenant's income and Tenant's self-certification that Tenant's income statements to Developer and/or Developer's agent are true and correct in all material respects. A copy of the Tenant Income Certification Form is attached hereto as Exhibit C. Developer must re-verify each Tenant's Income Qualification for the Workforce Housing Units with a Rent Limit set at or below 30% of 80% AMI on every third lease renewal. If the Tenant no longer meets the Income Qualification for that Unit, then the Tenant is no longer eligible to renew or extend any lease for the Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI. Developer may renew or extend the lease of a Tenant that is no longer eligible for the Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI only if Developer exchanges the Income Qualified Unit occupied by the Tenant with another Unit in the Project.
6. **Rent Limitation.** Prior to the Expiration Date, Developer may not charge monthly Rent on any Workforce Housing Unit that exceeds the Rent Limit (regardless of the actual income of the Tenant).
7. **Tenant Qualifications.** Nothing in this Affordability Covenant will require Developer to lease any Unit to a Tenant that does not meet Developer's then-current non-discriminatory tenant selection criteria for the Project (other than restrictions expressly set forth as herein), and nothing in this Affordability Covenant limits Developer's right to enforce the terms of any non-discriminatory lease or other agreement with a Tenant.
8. **No Available Tenants.** If Developer is unable to lease the Income Qualified Unit(s) to qualifying Tenants for a period of thirty (30) days or longer despite commercially reasonable marketing efforts, and/or despite exchanging the designation of the Income Qualified Unit with another Unit in the Project, Developer may seek consent from the CCDC Board to lease the Unit to another Tenant as a Market Rate Unit and that Tenant will be deemed to be a qualifying Tenant for purposes of the Income Qualified Unit for the applicable period of time. The CCDC Board shall consider Developer's written request to lease the Unit to another Tenant at the first regular meeting of the CCDC Board following receipt of the written request, subject to agenda notice required under the Idaho Open Meetings Laws, title 74, chapter 2, Idaho Code, and so long as the written request is received by 4:00 p.m. (MT) on the Monday prior to the regular meeting date. CCDC's approval shall not be unreasonably withheld, conditioned, or delayed. CCDC's failure to respond shall be deemed approval of Developer's request. Even with consent, Developer

shall continue commercially reasonable marketing efforts to lease the next available Unit to a qualifying Tenant for the Income Qualified Unit.

9. **Annual Reports.** After the Commencement Date, by February 28 of each year, or sixty (60) days following the end of Developer's Fiscal Year, Developer will provide CCDC or its designee, as agreed to by the Parties, with the following:
 - 9.1 A sworn Annual Rent Report, in a format as attached hereto as Exhibit B, or in a format as agreed to by the Parties, which shall include: a report of the vacancy or non-vacancy of each of the Workforce Housing Units for the immediately preceding calendar year; the rents charged for the Workforce Housing Units; the Workforce Housing Unit rents as a percentage of AMI; and confirmation of Income Qualification for the Workforce Housing Units, including copies of the Tenant Income Certification forms for the current reporting period, in a format as attached hereto as Exhibit C; and
 - 9.2 A sworn statement that Developer has, to the best of its knowledge, complied with the Rent Limit with respect to the leasing of the Workforce Housing Units. In the event compliance with the Rent Limit has not been met, Developer will provide a detailed explanation as to why the Rent Limit was not in compliance under this Covenant and the steps that Developer will take to become compliant.
 - 9.3 The Annual Rent Report may be transmitted electronically or by mail. The final annual report will be due by February 28 of the year after the Expiration Date.
10. **Right to Audit.** CCDC has the right, with reasonable notice and not more than once a calendar year except in the event of a reasonably suspected event of default by Developer, to access the business and financial records of Developer and/or Developer's agent related to this Project at the offices of Developer or by video conferencing for the purpose of conducting an audit to determine whether or not Developer is in compliance with the Affordability Covenants at CCDC's sole cost and expense. Such inspection shall not unreasonably interfere with the operations of Developer or Developer's agent overseeing the business and financial records of the Project. CCDC will use best efforts to keep such information confidential subject to the Public Records Act, title 74, chapter 1, Idaho Code, and except as required to enforce the Affordability Covenants as provided herein.
11. **Notices.** All notices required to be given by either Party under this Affordability Covenant must be in writing and may be sent by any reasonable method (including electronic mail, US Mail, and hand delivery) to the addresses set forth herein:

To CCDC:

John Brunelle, Executive Director

Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264 (voice)
jbrunelle@ccdcboise.com

with a copy to:

Meghan S. Conrad
Elam Burke
251 E. Front St., Ste. 300
P.O. Box 1539
Boise, Idaho 83701
208-343-5454 (voice)
msc@elamburke.com

To Developer:

J. Dean Papé
Block 69 North Investment LLC
731 W. Wyndemere
Boise, Idaho, 83702
208-830-7071
dean@dechase.com

Jill Sherman
Block 69 North Investment LLC
151 SW First Ave., Suite 300
Portland, Oregon 97204
503-956-7210
jill.sherman@edlenandco.com

with copies to:

Mark Edlen
Block 69 North Investment LLC
PO Box 14001
Ketchum, Idaho 83340
208-776-0550
Mark.edlen@edlendandco.com

Anne C. Kunkel
Varin Thomas LLC
242 N. 8th St., Suite 220
Boise, Idaho 83701
208-584-1266 (voice)

12. **Compliance with Applicable Law.** Developer covenants that the Units will be marketed, leased, and operated in compliance with applicable laws.
13. **Binding Effect.** This Affordability Covenant shall run with the land and is binding upon and enforceable against Developer, Developer's successors and assigns and any party holding title to the Project until the Expiration Date. The term "Developer" means only the then-current fee simple owner of the Property. Each Developer is obligated to perform its obligations only during the time such Developer owns fee simple title to the Project. Any Developer who transfers its title to the Project is relieved of all liabilities for the obligations of Developer under this Affordability Covenant to be performed on or after the date of transfer.
14. **Modification.** This Affordability Covenant may not be modified except with the consent of CCDC or its successor agency and Developer, and then only by written instrument duly executed, acknowledged, and recorded in the real property records of Ada County, Idaho.
15. **Default; Remedies.** In the event CCDC determines Developer breached the terms of this Affordability Covenant by leasing a Workforce Housing Unit prior to the Expiration Date for an amount that exceeds the Rent Limit, subject to the limited exception set forth in Section 8, and/or failed to verify the Income Qualification for the Income Qualification Unit(s), the Expiration Date shall be extended for a period equal to the period that Developer was not in compliance of this Affordability Covenant and CCDC and Developer will execute and record a written amendment to this Affordability Covenant setting forth the extension of the Expiration Date.
16. **Invalid Provisions.** If any provision of this Affordability Covenant is invalid, illegal, or unenforceable under the applicable law, then then provision will be deemed to be excised from this Affordability Covenant and the validity and enforceability of the remaining provisions of this Affordability Covenant will not be affected thereby.
17. **Force Majeure.** Developer will not be in default of this Affordability Covenant nor shall the Expiration Date be extended if any Workforce Housing Unit is not occupied (or made available for occupancy) for any reason beyond the reasonable control of Developer, such as casualty events or other damage to a Workforce Housing Unit; provided, however, Developer will first attempt to exchange the damaged Workforce Housing Unit with a Market Rate Unit to keep the Workforce Housing Unit mix the same and Developer covenants to restore the Workforce Housing Unit with reasonable diligence under the circumstances and subject to any lender requirements.
18. **Attorneys' Fees.** If any action is filed or instituted to interpret or enforce the terms of this Affordability Covenant, the prevailing party will be entitled to receive its reasonable attorneys' fees and litigation costs from the other party.

19. **General.** This Affordability Covenant will be governed and construed in accordance with the laws of the State of Idaho. The failure of either Party to insist upon strict performance of any of the terms, covenants, or conditions contained herein will not be deemed a waiver of any rights or remedies that Party may have, and will not be deemed a waiver of any subsequent breach or default in any of the terms, covenants or conditions contained herein by the same or any other person. Whenever the context so requires, the use of a gender will include all other genders, the use of the singular will include the plural, and the use of the plural will include the singular.

[end of text – counterpart signature pages follow]

PAGE 9 OF 16

signature continued on next page

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

AFFORDABILITY COVENANT
THE BLOCK 69 NORTH DISPOSITION AND DEVELOPMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

_____, more particularly described as:

EXHIBIT B
FORM OF THE ANNUAL RENT REPORT

Annual Rent Report

Project Name: Block 69 North Workforce Housing Development Project
Address: 1111 W. State Street, 1177 W. State Street, 419 N. 11th Street, Boise, ID 83702
County Ada County

Date: _____
Property Manager: _____

List of Rents provided by: _____

Total Units being Rented on a monthly basis: _____

This is to confirm that the list of rents charged by the owner meet the Rent Limits for FY _____ based on _____ U.S. Department of Housing and Urban Development determination for the Boise City, Idaho HUD Metropolitan Statistical Area. Rental limits may be determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC: www.novoco.com/products/rentincome.php, or if not available, a similar calculator as may be agreed to by the Parties. A complete list of units, Rent Limits and Income Qualification serviced at this Project is below.

Unit	# of Bedrooms	Rent Charged (U.S. persons per bedroom or 1 per studio)	Rent Limit	Amount Received from Tenant	Identification of Unit AMI or below 80%	Identification of Unit AMI between 81% and 120%	Income Qualification Confirmed and Date (re-verify 80% AMI Units every 3 years)
1							
2							
3							
4							
5							
6							
7							
8							
9							
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43							
44							
45							
46							
47							
48							

The above information is sworn to as accurate by _____ and further that _____ further certifies and swears that _____ has to the best of its knowledge complied with the Rent Limit and the Income Qualification as further set forth in the Affordability Covenant:
Name:
SIGNATURE
Title

EXHIBIT C
TENANT INCOME CERTIFICATION FORM

CONFIDENTIAL

TENANT INCOME CERTIFICATION*

Tenant Name(s) _____ Unit Number _____

Monthly Rent _____ Monthly Utilities Paid by Tenant _____

Number of persons in your household _____

Number of bedrooms in your household _____

Months per year unit is occupied _____

HOUSEHOLD INCOME

A. What is your current annual income? \$ _____

B. What is your source of income?

(Circle all that apply) Employment Social Security DSHS Pension SSI AFDC Other _____

CERTIFICATION:

I hereby certify, under penalty of perjury, that the above information is true and correct as of this date. I agree to provide source documentation upon request.

Tenant Signature

Date

***Return this form to your **onsite property manager**: _____, **by** _____.
The form will be included in the annual reporting to the Capital City Development Corporation to verify the qualifying affordable rental units, Thank you. ***

EXHIBIT D

EXAMPLES







Program and Location Information		HUD Published Income Limits for 2022 (with no adjustments)	
Affordable Housing Program	Other Federal, State, or Local Program (non-LIHTC)	<input checked="" type="radio"/> Display Income Limits <input type="radio"/> Hide Income Limits	
Year	2022 (effective 04/18/22)		
State	ID		
County	Ada County		
MSA	Boise City, ID HUD Metro FMR Area		
Rent Calculation Based on	AMI		
Persons / Bedroom	1.5 Person / Bedroom		
4-person AMI 🏠	\$87,500		
National Non-Metropolitan Median Income	\$71,300		

Income Limits for 2022 (Based on 2022 AMI Income Limits)					
	Charts	60.00%	80.00%	100.00%	120.00%
1 Person 🏠		36,720	48,960	61,200	73,440
2 Person 🏠		42,000	56,000	70,000	84,000
3 Person 🏠		47,280	63,040	78,800	94,560
4 Person 🏠		52,500	70,000	87,500	105,000
5 Person 🏠		56,700	75,600	94,500	113,400
6 Person 🏠		60,900	81,200	101,500	121,800
7 Person 🏠		65,100	86,800	108,500	130,200
8 Person 🏠		69,300	92,400	115,500	138,600
9 Person 🏠		73,500	98,000	122,500	147,000
10 Person 🏠		77,700	103,600	129,500	155,400
11 Person 🏠		81,900	109,200	136,500	163,800
12 Person 🏠		86,100	114,800	143,500	172,200

To Determine Tenant's household AMI and Maximum Rent for Initial Lease:

- Each household completes a Tenant Income Certification form, which includes, in part:
 - Confirmation of the number of persons in the household (adults and children) that will occupy the Unit;
 - Combined household current annual income (self-certification), which equals the total household income.

- Determine if the household income is greater or less than the income of a family of the same size earning 80% AMI. If the total household income is greater than the income of a family of the same size earning 121% AMI, then the proposed tenant is not eligible to lease an available Income Qualified Unit, but may rent a Market Rate Unit.

Rent Limits for 2022 (Based on 2022 AMI Income Limits)					
Bedrooms (People)	Charts	60.00%	80.00%	100.00%	120.00%
Efficiency (1.0)		918	1,224	1,530	1,836
1 Bedroom (1.5)		984	1,312	1,640	1,968
2 Bedrooms (3.0)		1,182	1,576	1,970	2,364
3 Bedrooms (4.5)		1,365	1,820	2,275	2,730
4 Bedrooms (6.0)		1,522	2,030	2,537	3,045
5 Bedrooms (7.5)		1,680	2,240	2,800	3,360

The maximum rent by bedroom count assumes occupancy regardless of the number of persons actually occupying the apartment.

Example: (2 bedroom available unit): A three member household, including two working spouses and a child, self-certifies combined income of \$60,000, which is less than 3 person 80% AMI = \$63,040. The Tenant is eligible for a 80% AMI unit. The maximum rent for the 2-bdrm unit is \$1,576.

Attachment 12

Form of Annual Rent Report

Annual Rent Report

Project Name: Block 69 North Workforce Housing Development Project
Address: 1111 W. State Street, 1177 W. State Street, 419 N. 11th Street, Boise, ID 83702
County Ada County

Date: _____
Property Manager: _____

List of Rents provided by: _____

Total Units being Rented on a monthly basis: _____

This is to confirm that the list of rents charged by the owner meet the Rent Limits for FY _____ based on _____ U.S. Department of Housing and Urban Development determination for the Boise City, Idaho HUD Metropolitan Statistical Area. Rental limits may be determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC: www.novoco.com/products/rentincome.php, or if not available, a similar calculator as may be agreed to by the Parties. A complete list of units, Rent Limits and Income Qualification serviced at this Project is below.

Unit	# of Bedrooms	Rent Charged (U.S. persons per bedroom or 1 per studio)	Rent Limit	Amount Received from Tenant	Identification of Unit AMI or below 80%	Identification of Unit AMI between 81% and 120%	Income Qualification Confirmed and Date (re-verify 80% AMI Units every 3 years)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
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40							
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43							
44							
45							
46							
47							
48							

The above information is sworn to as accurate by _____ and further that _____ further certifies and swears that _____ has to the best of its knowledge complied with the Rent Limit and the Income Qualification as further set forth in the Affordability Covenant:
Name:
SIGNATURE
Title

Attachment 13

Form of Escrow Instruction Letter

_____, 2023

VIA EMAIL AND FEDERAL EXPRESS

TitleOne Corporation
1101 W. River Street, Suite 201
Boise, ID 83702

Re: Disposition and Development Agreement dated as of October ___, 2022 (the “DDA”), by and between Capital City Development Corporation, as seller (“Agency”), and Block 69 North Investment LLC, as purchaser (“Developer”), with respect to certain real property and improvements thereon located in Ada County, as described more particularly in the DDA (the “Property”)

Dear Scott:

TitleOne Corporation (“you” or “TitleOne”) has been designated to act as Escrow Agent in connection with Developer’s acquisition of the Property from Agency. All capitalized terms not defined herein shall have the respective meanings set forth in the DDA. This closing instruction letter sets forth the joint closing instructions from the Agency and Developer concerning your handling of said closing, which is scheduled to occur on _____.

A. Closing Documents:

Agency and Developer have delivered to you, or will deliver to you in escrow, the closing documents described on Exhibit A, attached hereto and made a part hereof (the “Acquisition Documents”), to be held in escrow pending satisfaction of the conditions precedent described in Paragraph B.

In addition to the Acquisition Documents, Agency and Developer will be executing a settlement statement (the “Settlement Statement”) setting forth the adjustments to the Purchase Price, as agreed to by Agency and Developer. The Settlement Statement may be executed in counterparts and e-mail at closing. Either of Agency and Developer may request a separate Settlement Statement for each party.

B. Conditions Precedent.

(i) Agency and Developer Conditions. The following conditions must be satisfied before you may release the recordable Closing Documents from escrow and record and file them in accordance with Section C:

(1) You have confirmed that the Acquisition Documents and the Settlement Statement(s) are in the form that have been approved by the undersigned, as applicable, and you have confirmed that each has been fully signed and notarized, as applicable, and, where necessary: (a) you have dated the Acquisition Documents as of the Closing Date and (b) you

have assembled counterpart signature pages and appended all exhibits to the Acquisition Documents, each of which shall have been approved by the undersigned;

(2) You have received from Developer the amount of the Purchase Price, subject to those adjustments and prorations set forth on the Settlement Statement(s);

(3) Either (a) the conditions set forth in the closing instruction letter from Developer's counsel, or any lender of Developer (the "Lender"), if any, have been satisfied or (b) you have otherwise received authorization from Developer or Developer's counsel, or Lender or Lender's counsel, to proceed with the Closing;

(4) You have received the written authorization of each of the undersigned (which may be provided by e-mail) to proceed with the Closing and all other pre-closing conditions under the DDA have been satisfied;

(5) You have executed this closing instruction letter and returned a signed copy of to each of the undersigned, thereby confirming your agreement to comply with these instructions;

(6) You are unconditionally prepared to issue the Title Policy in the name of Developer in the form of the title commitment dated _____, delivered to and approved by Developer's counsel, and with all endorsements previously approved by Developer and Lender, if any, and any updates as permitted pursuant to the DDA;

(7) You have all internal documents necessary for you to perform your obligations under the DDA, any instructions of the Lender to close the acquisition and related financing, and these instructions; and

(8) You are prepared to deliver to the undersigned by hand delivery, Federal Express, or other nationally known overnight courier service for next business morning delivery an original of the Settlement Statement and a photocopy of each of the Acquisition Documents.

C. Recording. Following the transfer of funds, the following Acquisition Documents shall be recorded in the Official Records in the following order:

- (1) Special Warranty Deed,
- (2) Memorandum of DDA, and
- (3) Affordability Covenant.

D. Closing. You acknowledge that the Title Policy shall be deemed to have been issued and shall be effective and in full force and effect as of the date of recordation of the Special Warranty Deed.

E. Inability to Satisfy Conditions. If for any reason you are unable to follow the above instructions on or before 5:00 p.m. mountain time on _____, TitleOne (i) may not release any of the Acquisition Documents or the Settlement Statement(s) executed by Agency or Developer, (ii) shall not take any further actions under these instructions, and (iii) shall immediately notify each of the undersigned and await further instructions from each the undersigned.

G. Post-Closing. Within seven (7) days after the Closing, TitleOne shall forward to each of the each undersigned a file-stamped copy of the Closing Documents evidencing recordation and filing of the same in the Official Records and provided hereinabove. TitleOne shall forward the (i) original Special Warranty Deed and Title Policy to Developer, with copies to Agency; and (ii) the original Memorandum and Affordability Covenant to Agency with copies to Developer. All deliveries shall be to those addresses indicated by each of the undersigned.

H. Acceptance of Escrow. The signature of TitleOne set forth below will confirm its agreement to comply with these instructions.

This closing instruction letter may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. E-mail signatures or electronic services, such as DocuSign, shall be deemed originals for purposes of determining the enforceability of this closing instruction letter.

Please acknowledge your receipt of this letter and your acceptance of the obligations set forth herein by executing this letter in the place provided below, and returning a copy to each of the undersigned by e-mail or acceptable electronic service.

Sincerely,

Meghan S. Conrad
Counsel for Agency
msc@elamburke.com

Anne C. Kunkel,
Counsel for Developer
anne@varinthomas.com

ACKNOWLEDGED, ACCEPTED AND AGREED:

TitleOne Corporation

By: _____

Name: _____

Title: _____

Dated: _____, 2023

EXHIBIT A
Acquisition Documents

1. One (1) Disposition and Development Agreement, executed by Agency and Developer
2. One (1) original Special Warranty Deed with respect to the Property, executed and acknowledged by Agency and Developer
3. One (1) original Memorandum of Disposition and Development Agreement, executed and acknowledged by Agency and Developer
4. One (1) original Affordability Covenant, executed and acknowledged by Agency and Developer
5. One (1) set of Developer's construction loan documents, executed and acknowledged, as applicable, by Developer

Attachment 14

Form of Type 4 Participation Agreement

4867-7893-9419, v. 33



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Block 69 North Development LLC, an Idaho limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and each individually as a “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 Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).

B. 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 Participation Program Policy includes the Type 4 Capital Improvement Program (the “Participation Program”) under which CCDC uses agency funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies.

C. In accordance with the Disposition and Development Agreement for the Block 69 Workforce Housing Development Project signed by the Parties, effective _____, 2022 (the “DDA”), Participant will own or control certain real property addressed as 1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street, Boise, Idaho (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site a seven-story mid-rise building with approximately 220 housing units, including active ground-floor uses, parking, and associated public improvements (collectively, the “Project”), depicted on attached **Exhibit B**.

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

E. In 2020, CCDC began developing plans to improve public infrastructure including canal and stormwater system upgrades, pavement rehabilitation, raised bike lanes, and enhanced streetscapes through its Capital Improvement Project known as “Rebuild 11th Street Blocks.” The improvements included in Rebuild 11th Street Blocks adjacent to the Project Site are more accurately depicted on attached **Exhibit C**.

F. On May 9, 2022, CCDC entered into an interagency agreement with Ada County Highway District (“ACHD”) to complete pavement rehabilitation, stormwater improvements and canal infrastructure upgrades on 11th Street between River Street and State Street as part of CCDC’s Rebuild 11th Street Blocks.

G. CCDC obtained Right-of-Way Permit #COM21-0241 and associated traffic control plan approvals

necessary to construct Rebuild 11th Street Blocks with completion by November 1, 2023.

H. Both parties recognize the mutual benefits of coordinating construction of the Project and Rebuild 11th Street Blocks which include reducing costs, eliminating redundant scope, minimizing disruptions to the general public with synchronized construction schedules, and delivering improvements that physically align with and service the respective projects.

I. After deeming it appropriate and in the best interest of the public to assist in the development of the Project to achieve the objective set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project and coordination of Rebuild 11th Street Blocks as governed by the Participation Program and the Act.

J. As provided further in this Agreement, Participant agrees to underground or upgrade utilities, improve streetscapes on State Street and 12th Street, and upgrade the alley adjacent to the Project, all as more accurately depicted on attached **Exhibit D** (the "Public Improvements"). Participant further agrees to construct a portion of the Rebuild 11th Street Blocks scope of work (the "Coordinated CIP Improvements"). The Coordinated CIP Improvements are more accurately depicted on attached **Exhibit E**.

K. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of the Public Improvements and the Coordinated CIP Improvements, the cost estimates for which are attached on **Exhibit F** (the "Schedule of Eligible Expenses").

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are not mere recitations but are covenants of the Parties that are binding upon them and form a portion of the consideration for the agreements contained herein, 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 the earlier of: 1.) all obligations of each Party are complete; 2.) the DDA is terminated; 3.) the Disposition and Development Agreement for the Block 68 South Mixed-Use Housing & Mobility Hub is terminated; or 4.) May 30, 2026.

2. Construction of the Project. Participant's contract with Andersen Construction and McAlvain Companies Inc. for construction of the Project has an effective date of [CONTRACT DATE]. The contract requires Andersen Construction and McAlvain Companies Inc. to reach Substantial Completion by [DATE], with final completion [NO. DAYS] days thereafter and with an anticipated Certificate of Occupancy by [DATE]. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Participant agrees to construct a portion of the Coordinated CIP Improvements in accordance with approved plans and specifications.
- c. The Project shall be constructed as depicted in **Exhibit B** and in accordance with the

Public Improvements Plan and Coordinated CIP Improvements Plan (**Exhibits D and E**) and any conditions stated in the DDA and the Schematic Design Documentation as set forth in the DDA.

- d. Any design changes or modifications to the Coordinated CIP Improvements shall be limited to integrating building egress and necessary utility infrastructure with the existing design of Rebuild 11th Street Blocks (**Exhibit C**). Participant shall communicate any such changes to CCDC in accordance with Section 4.c., below, and the DDA. In the event that Participant does not give formal notice of changes and adjustments to CCDC in accordance with Section 4.c, below, and Participant's construction deviates from drawings provided to CCDC per the DDA, requiring substantive design and construction change orders to complete Rebuild 11th Street Blocks, Participant will reimburse CCDC for all expenses incurred from such change orders.
- e. The Parties agree that the Project and its associated Public Improvements and Coordinated CIP Improvements are depicted on **Exhibit B, D, and E**, with cost estimates for Eligible Expenses described in the Schedule of Estimated Eligible Expenses in **Exhibit F**. Any other public improvements constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 9 of this Agreement.
- f. To facilitate coordination with CCDC regarding the undergrounding or improvement of the Project's site utilities in or adjacent to the 11th Street right-of-way, Participant shall:
 - i. engage Idaho Power to provide a work order and design for undergrounding and expanding or upgrading facilities as necessary for the Project on 11th Street between Jefferson and State Streets on or before May 1, 2023;
 - ii. complete the Project's early utility work, in or adjacent to the 11th Street right-of-way which may include power undergrounding, installing fiber conduit, or relocating/replacing water, sewer, or geothermal connections by November 30, 2023; and
 - iii. for 90 days beginning December 1, 2023, Participant shall provide CCDC with exclusive access to the right(s)-of-way adjacent to the Project Site necessary to construct the Rebuild 11th Street Blocks improvements (**Exhibit C**) not included in the Coordinated CIP Improvements (**Exhibit E**) (the "Construction Use Area"). Participant and its contractors shall not perform work within, nor pass over or through, the Construction Use Area for the duration of time that CCDC has access unless provided by CCDC in accordance with Section 3.b., below.
- g. Once Rebuild 11th Street Blocks improvements are complete either by construction of CCDC or Participant, Participant will take care to avoid damage to any such improvements. Participant shall repair any damage incurred at its sole expense without reimbursement from CCDC.
- h. Participant shall take all commercially reasonable efforts to provide cyclist and pedestrian access on and along 11th Street adjacent to the Project during construction of the Project. This must include protective measures such as a construction tunnel or protected routing around Participant's active construction and clear signage for all cyclist and pedestrian traffic. Participant will provide CCDC with a memorandum or agreement approved by the Permitting Authorities outlining planned transitions, facilities, detours, coordination of construction staging and truck/vehicle access (the "Construction Use Agreement") by [DATE].

3. Construction of Rebuild 11th Street Blocks. CCDC agrees to construct the scope of Rebuild 11th Street Blocks not included in the Coordinated CIP Improvements consistent with the following:

- a. Rebuild 11th Street Blocks shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Rebuild 11th Street Blocks shall be constructed as depicted in **Exhibit C** with minor field alterations as necessary to match existing conditions of the Project. The scope of Rebuild 11th Street Blocks adjacent to the Project and not included in the Coordinated CIP Improvements shall be completed within [#] days of receiving necessary access to the Construction Use Area, with such access occurring after Participant performs its early utility work described in Section 2.f., above. CCDC will coordinate with Participant for commercially reasonable access into, overhead, and through the Construction Use Area so long it does not impede CCDC's ability to complete its work in the Construction Use Area in a timely manner.

4. Coordination of the Project and Rebuild 11th Street Blocks. CCDC's construction of Rebuild 11th Street Blocks between Jefferson Street and State Street is scheduled to occur from December 1, 2023, through March 30, 2024, unless Participant assumes responsibility for constructing Rebuild 11th Street Blocks improvements that CCDC was not able to complete due to lack of access to the Construction Use Area as more fully set forth in Section 4.g. This schedule is subject to change, and CCDC will communicate with Participant any changes that may impact Participant's construction of the Project. CCDC and Participant agree to continually coordinate design, permitting, and construction matters and in good faith make best efforts to perform in accordance with the Schedule of Performance (attached as **Exhibit G**) until such time as all Rebuild 11th Street Blocks improvements adjacent to the Project are complete.

- a. Both parties agree to distribute this Agreement to respective contractors and vendors to ensure all parties are aware of the terms, obligations, and good faith efforts of this Agreement.
- b. CCDC shall execute a deductive change order with McAlvain Construction Inc. at the Closing defined in the DDA to include the Coordinated CIP Improvements. Participant will contemporaneously contract with McAlvain Construction Inc. for the work included in CCDC's deductive change order for completion of the Coordinated CIP Improvements.
- c. At its earliest convenience, Participant will notify CCDC of all design changes and construction field adjustments that impact or are related to the function, layout, or design of Rebuild 11th Street Blocks (**Exhibit C**). Participant will route copies of Request for Information (RFI), Architectural Supplemental Information (ASI), Work Directives, and Change Order Requests (COR) related to scope within or affecting the public rights-of-way and any drawings related to change orders requiring permit modification to **CCDC Project Manager for Capital Improvements Amy Fimbel**, (208)319-1218 and afimbel@ccdchoise.com, for cursory review and approval before submitting to the permitting authority. CCDC will have two (2) business days to review a complete submission of design changes and field adjustments, which approval will not be unreasonably conditioned, withheld or delayed. Unless otherwise agreed to by Parties, CCDC approval evidences CCDC's intent to be responsible for the expenses associated with change orders. If there is no approval in writing, CCDC disapproves of the changes and/or adjustments, or if Participant fails to notify CCDC of changes or adjustments, Participant may become responsible for expenses associated with change orders in

accordance with Section 2.c., above. If CCDC notifies Participant in writing that it disapproves of the changes or adjustments or is deemed to have disapproved the changes or adjustments as provided herein, Participant and CCDC will meet to resolve the issue in good faith.

- d. The Schedule of Performance attached as **Exhibit G** may be adjusted as mutually agreed upon. The Parties agree to direct their General Contractors to continually coordinate construction schedules and activities to avoid the need for adjustments. Major schedule adjustments that impact either Party's ability to meet its obligations to the other Party will be handled with an amendment to this Agreement.
- e. Parties will negotiate and obtain any necessary approvals from Permitting Authorities for temporary transitions, facilities, detours, coordination of staging, and truck/vehicle access as needed.
- f. Parties will arrange pre-turnover walk-throughs with all project managers and construction managers for the Project and Rebuild 11th Street Blocks in advance of each milestone described in **Exhibit G** at which time the Construction Use Area will be turned over to the other Party. Contractors will agree upon a Construction Use Area access and safety plan at least ten (10) days in advance of each pre-turnover walk-through. As part of each work area access and safety plan, Participant will provide a site plan indicating the Construction Use Area and will ensure any overhead construction is considered or adjusted to the satisfaction of all contractors involved.
- g. If In the event Participant cannot or does not give CCDC exclusive access to the Construction Use Area by December 1, 2023, Participant agrees to assume responsibility for constructing Rebuild 11th Street Blocks improvements that CCDC was not able to complete due to a lack of access to the Construction Use Area as shown in **Exhibit C** within the Term of this Agreement.
 - i. Participant will submit an updated Schedule of Estimated Eligible Expenses (**Exhibit F**) to CCDC prior to construction of the additional Rebuild 11th Street Blocks scope of work not already included in the Coordinated CIP Improvements. Participant shall take all commercially reasonable efforts to provide cyclist and pedestrian access on and along 11th Street, which efforts must include protective measures such as a construction tunnel or protected routing and clear signage for all cyclist and pedestrian traffic.
 - ii. CCDC will reimburse Participant for constructing the additional Rebuild 11th Street Blocks scope of work in accordance with Section 8, below, with said reimbursement being the lesser of actual costs or the Estimated Eligible Expenses, in addition to the reimbursement amount described in Section 9.

5. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Project, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope of work if required in accordance with Section 4.g, above. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit F** is an estimate by Participant and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

6. Review of Construction Bids. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's bids for the Coordinated CIP Improvements. Participant will utilize commercially reasonable contracting and bidding practices to ensure that the Coordinated CIP Improvements are undertaken in a reasonable manner. For purposes of this Section 6, Participant shall be presumed to have utilized commercially reasonable contracting and bidding practices if its general contractor solicits or solicited competitive bids for the Coordinated CIP Improvements and such work is

not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

7. Notification of Completion; Inspection. Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection with CCDC to determine if the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope has been completed in compliance with this Agreement.

8. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Public Improvements, the Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope is complete and shall include:

- a. Updated Schedule of Eligible Expenses that includes line items for the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope approved by CCDC for reimbursement with actual costs so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and percentage estimate of how much installed material was used for the Public Improvements, the Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope in comparison to the amount used for the remainder of improvements to the Project Site.
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit F** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations, and that all requested reimbursement expenses are for eligible public improvements within the public rights-of-way.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights-of-way, if needed.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for Eligible Expenses are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by 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's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar 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 Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses 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 **Exhibit F**. IN NO EVENT EXCEPT AS DESCRIBED IN SECTION 4.G, ABOVE, SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 9.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days 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) business days with a revised amount for the Actual Eligible Costs or notifying 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 SOLE DISCRETION.

9. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, and subject to the conditions set forth in Section 10, CCDC agrees to reimburse Participant Actual Eligible Costs not to exceed [ESTIMATED EXPENSES (\$\$\$\$)]. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 4 Agreement will be made as a one-time reimbursement.

10. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 8 and 9 no later than thirty (30) days after completion of all of the following:

- a. CCDC has issued the Certificate of Completion pursuant to the terms of the DDA.
- b. CCDC has accepted the Cost Documentation as described in Section 8 in a format acceptable to CCDC and CCDC has determined the Actual Eligible Expenses to be reimbursed.
- c. CCDC provides written confirmation to the Participant that the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope has been constructed in compliance with this Agreement.

11. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area 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.

12. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (or such longer period as agreed to by the Parties in writing in the event the default cannot be cured in 20 days and the defaulting Party is diligently pursuing the same to completion; provided, however, the reasonable period to cure the default from the date of the written notice of default shall not exceed a total of sixty (60) days, unless further agreed to by the Parties in writing), 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 30-day period (or such longer period as agreed to by Parties in writing) (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:

- 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, CCDC's obligation for payment may be deemed extinguished in its sole discretion. In addition, if CCDC funds shall have been paid pursuant to this Agreement, Participant shall reimburse CCDC for any such funds Participant received.

13. 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.

14. 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.

15. 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.

16. 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: Block 69 North Development LLC
 Attn: J. Dean Papé
 731 W. Wyndemere Drive
 Boise, Idaho 83702

(208) 830-7071
dean@dechase.com

Block 69 North Development LLC
Attn: Jill Sherman
151 SW First Avenue, Suite 300
Portland, Oregon 97204
(503) 956-7210 (mobile)
jill.sherman@edlenandco.com

With a copy to: Anne C. Kunkel
Varin Thomas LLC
anne@varinthomas.com

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
(208) 384-4264
jbrunelle@ccdcb Boise.com

With a copy to: Mary Watson, General Counsel
mwatson@ccdcb Boise.com

The persons and addresses 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:
 - (1) date of the attempted delivery or refusal to accept delivery,
 - (2) date of the postmark on the return receipt, or
 - (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

17. 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.

18. 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 Coordinated CIP 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 Coordinated CIP 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.

19. Indemnification. Participant shall indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope, or otherwise arising out of Participant's actions or inactions.

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

20. 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, 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 \$2,000,000 property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$5,000,000, 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 Coordinated CIP 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, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- 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.

21. 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, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

22. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, 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.

23. Maintenance. Participant acknowledges and agrees CCDC has no obligations to maintain the Public Improvements or any improvements constructed by Participant and that no agreement has been reached with CCDC to accept any maintenance obligations for such improvements.

24. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Project in the type and location designated by Participant, in its reasonable discretion.

25. Time is of the Essence. CCDC and Participant acknowledge and agree that time is of the essence in the performance of this Agreement and that timely completion is vital to the Project. The Parties agree to use their best efforts to expedite performance of all applicable services and obligations under this Agreement.

26. Severability. The determination by any court that any one or more provisions of this Agreement is unlawful, void, or unenforceable shall not affect the validity of any other provisions hereof, but this Agreement shall be construed and enforced as if such unlawful, void, or unenforceable provision had not been contained herein.

27. Warranty. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements and Coordinated CIP Improvements, if applicable, 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.

28. 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.

29. Amendments to this Agreement. CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Participant.

30. Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act 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.

31. Entire Agreement. This Agreement, including the following listed Exhibits, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A	Project Site Depiction
Exhibit B	Project Depiction
Exhibit C	Rebuild 11th Street Blocks Plans
Exhibit D	Public Improvement Plan
Exhibit E	Coordinated CIP Improvements
Exhibit F	Schedule of Eligible Expenses
Exhibit G	Schedule of Performance

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.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

CCDC Budget Info / For Office Use	
Account	
Activity Code	
PO #	
Contract Term	

FOR PARTICIPANT:

BLOCK 69 DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé, Manager

Date: _____

By: _____
Jill Sherman, Manager

Date: _____

Approved as to form:

Anne C. Kunkel, Attorney for Developer

Date: _____

Exhibits

- A: Project Site Depiction
- B: Project Depiction
- C: Rebuild 11th Street Blocks Plans
- D: Public Improvement Plan
- E: Coordinated CIP Improvements
- F: Schedule of Eligible Expenses
- G: Schedule of Performance

Exhibit A: Project Site Depiction

[To be inserted upon finalization]

Exhibit B: Project Depiction

[To be inserted upon finalization]

Exhibit C: Rebuild 11th Street Blocks Plans

[To be inserted upon finalization]

Exhibit D: Public Improvement Plan

[To be inserted upon finalization]

Exhibit E: Coordinated CIP Improvements

[To be inserted upon finalization]

Exhibit F: Schedule of Eligible Expenses

[To be inserted upon finalization]

Exhibit G: Schedule of Performance

[To be inserted upon finalization]



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AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1790 – Block 68 Catalytic Redevelopment Project, First Amendment to the Agreement to Negotiate Exclusively with Block 68 Development LLC		Date: October 10, 2022
Staff Contact: Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1790 2) First Amendment to Agreement to Negotiate Exclusively	
Action: Adopt Resolution 1790 to authorize the Agency Executive Director to execute the First Amendment to Agreement to Negotiate Exclusively with Block 68 Development LLC		

Background:

CCDC published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District in May 2021. The RFP offered two properties (421 North 10th Street and 1010 West Jefferson) along with participation in public infrastructure and \$10M to purchase a Mobility Hub. In exchange for its participation, the Agency expected proposals to deliver 225 units of housing (with 155 units attainable for Boise's workforce), integrate and enhance mobility plans and infrastructure, utilize aspirational architecture to improve the urban environment, and catalyze economic development.

In December 2021, the Board of Commissioners elected to advance negotiations with the development team led by Edlen & Company and deChase Miksis. The resulting Agreement to Negotiate Exclusively (ANE) with Block 68 Development LLC (Developer) was approved by the Board on March 14, 2022, with a term of 180 days and possible extension of 60 days to negotiate Disposition and Development Agreement (DDAs). The Agency granted a 30-day extension on September 7, 2022, resulting in a deadline to execute DDAs of October 12, 2022.

The Agency and Developer plan to enter two DDAs – one for the Mixed-Use Housing & Mobility Hub Project on 1010 W. Jefferson Street, or Block 68 South, and one for the Workforce Housing Project involving the exchange of 421 N. 10th Street for YMCA-owned parcels on the north half of the block bound by 11th/10th Streets and Jefferson/State Streets, or Block 69 North. The Agency Board will consider approval of the Block 69 North DDA on October 10, 2022.

Due to the complexity of the overall project, the Agency and Developer require additional time to negotiate the terms of the Block 68 South DDA. The Agency expects to present the Block 68S DDA to the Board at its December meeting, so an extension of the negotiation period to December 30, 2022, via the attached First Amendment is requested.

Fiscal Notes:

Finalizing and executing the Disposition and Development Agreement will involve Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1790.

Suggested Motion:

Adopt Resolution 1790 authorizing the Executive Director to execute the First Amendment to Agreement to Negotiate Exclusively with Block 68 Development LLC and all associated documents as required to implement the actions contemplated by the First Amendment.

RESOLUTION NO. 1790

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, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH BLOCK 68 NORTH DEVELOPMENT LLC, FOR THE BLOCK 68 CATALYTIC REDEVELOPMENT PROJECT; AUTHORIZING AND DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT TO NEGOTIATE EXCLUSIVELY AND ANY NECESSARY DOCUMENTS SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE FIRST AMENDMENT; 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 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, as amended, through redevelopment of the Agency owned real property located on Block 68 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"), which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper on May 17, May 24, May 31, and June 7, 2021, 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, Agency staff ranked the joint proposal (the "Joint Proposal") from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men's Christian Association of Boise City, Idaho (the "YMCA") first; and,

WHEREAS, on the 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) site, the Joint Proposal contemplated the development of an approximately 20-story high rise building that will include active ground floor space, the potential for a healthcare services clinic, residential amenities, public/private parking and mobility structure, and market rate active adult housing (the "Mixed-Use Housing & Mobility Hub Project"); and,

WHEREAS, the Joint Proposal also contemplated 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 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, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) (the "Agency Exchange Property") for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and 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 (the "Workforce Housing Project"); and,

WHEREAS, a separate entity was formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company, which entity name has been amended to Block 68 North Development LLC (the "Developer"), although additional entities with the same or similar ownership as provided in the Block 68 N DDA and Block 69 N DDA (both defined below) have also been formed (the "Developer"); and,

WHEREAS, on December 13, 2021, the Agency Board selected Developer for purposes of negotiating an Agreement to Negotiate Exclusively ("Agreement") for the disposition and development of the Agency Parcels for the Mixed-Use Housing & Mobility Hub Project and the Workforce Housing Project; and,

WHEREAS, Agency and Developer entered into the Agreement by way of Agency approval of Resolution No. 1755, dated March 14, 2022. All capitalized terms not otherwise defined herein shall have those meanings set forth in the Agreement; and,

WHEREAS, under the Agreement the exclusive Negotiation Period began on March 14, 2022, the Effective Date, and ended one hundred and eighty (180) days after the Effective Date, on September 10, 2022, unless extended by Agency as provided in the Agreement continued through September 10, 2022; and,

WHEREAS, since the Effective Date of the Agreement, the Parties have been actively negotiating in good faith the terms of: 1) a disposition and development agreement for the development of the Mixed-Use Housing & Mobility Hub Project (the "Block 68 S DDA"); and 2) a disposition and development agreement for the development of the Workforce Housing Project, which includes the proposed land exchange with the YMCA (the "Block 69 N DDA"); and,

WHEREAS, Section 102 of the Agreement permits the Agency in its discretion to extend the Negotiation Period sixty (60) days beyond the Termination Date without payment by Developer; and,

WHEREAS, due to ongoing good faith negotiations, the Parties agreed to extend the Negotiation Period thirty (30) days to October 10, 2022, pursuant to Section 102 of the Agreement; and,

WHEREAS, it is anticipated the Agency Board will consider for approval the Block 69 N DDA at its October 10, 2022, board meeting; and,

WHEREAS, due to the complexity of the overall project, the Parties require additional time to negotiate the terms of the Block 68 S DDA; and,

WHEREAS, pursuant to Section 102, the Parties seek to extend the Negotiation Period for the Block 68 S DDA and, if necessary, the Block 69 DDA to December 30, 2022, and the Agency will not require Developer to pay an extension fee; and,

WHEREAS, it is necessary for the Parties to enter into the First Amendment to extend the Negotiation Period to December 30, 2022, as the proposed extension is beyond the sixty (60) days set forth in the Agreement; and,

WHEREAS, Agency staff and Developer have considered certain amendments to the Agreement which provide for the extension of the negotiation period;

WHEREAS, Agency staff recommends approval of the First Amendment;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the First Amendment and to authorize the Executive Director to execute the First Amendment, 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 the First Amendment, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the First Amendment and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the First Amendment, subject to representations by the Agency legal counsel that all conditions precedent to such actions and any necessary

technical changes to the First Amendment or other documents are acceptable and that said changes are consistent with the provisions of the First Amendment and the comments and discussions received at the October 10, 2022, Agency Board 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 October 10, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 10, 2022.

APPROVED:

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Exhibit A

First Amendment to Agreement to Negotiate Exclusively
(Block 68)

4858-8758-5078, v. 1

FIRST AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY

BLOCK 68 DEVELOPMENT LLC

October ____, 2022

THIS FIRST AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY (the "First Amendment") 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 (the "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 Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act"), and Block 68 North Development LLC, an Idaho limited liability company, or its assigns as provided for herein (the "Developer"), and effective as of the date this First Amendment is last signed by either of the Parties (the "Effective Date"). Agency and the Developer may each individually be referred to as a "Party" or collectively as the "Parties," and on the terms and provisions set forth below.

RECITALS

WHEREAS, 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,

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 "Westside 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 Westside 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 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, as amended, through redevelopment of the Agency owned real property located on Block 68 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"), which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper on May 17, May 24, May 31, and June 7, 2021, 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, Agency staff ranked the joint proposal (the "Joint Proposal") from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men's Christian Association of Boise City, Idaho (the "YMCA") first; and,

WHEREAS, on the 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) site, the Joint Proposal contemplated the development of an approximately 20-story high rise building that will include active ground floor space, the potential for a healthcare services clinic, residential amenities, public/private parking and mobility structure, and market rate active adult housing (the "Mixed-Use Housing & Mobility Hub Project"); and,

WHEREAS, the Joint Proposal also contemplated 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 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, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) (the "Agency Exchange Property") for all or a portion of the YMCA Parcels to further support the development on Block 69 N. of a 220 unit, 7-story mid-rise building, including active ground-floor retail, parking, and 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 (the "Workforce Housing Project"); and,

WHEREAS, a separate entity was formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company, which entity name has been amended to Block 68 North Development LLC (the "Developer"), although additional entities with the same or similar ownership as provided in the Block 68 N DDA and Block 69 N DDA (both defined below) have also been formed; and,

WHEREAS, on December 13, 2021, the Agency Board selected Developer for purposes of negotiating an Agreement to Negotiate Exclusively ("Agreement") for the disposition and development of the Agency Parcels for the Mixed-Use Housing & Mobility Hub Project and the Workforce Housing Project; and,

WHEREAS, Agency and Developer entered into the Agreement by way of Agency approval of Resolution No. 1755, dated March 14, 2022. All capitalized terms not otherwise defined herein shall have those meanings set forth in the Agreement; and,

WHEREAS, under the Agreement the exclusive Negotiation Period began on March 14, 2022, the Effective Date, and ended one hundred and eighty (180) days after the Effective Date, on September 10, 2022, unless extended by Agency as provided in the Agreement continued through September 10, 2022; and,

WHEREAS, since the Effective Date of the Agreement, the Parties have been actively negotiating in good faith the terms of: 1) a disposition and development agreement for the development of the Mixed-Use Housing & Mobility Hub Project (the "Block 68 S DDA"); and 2) a disposition and development agreement for the development of the Workforce Housing Project, which includes the proposed land exchange with the YMCA (the "Block 69 N DDA"); and,

WHEREAS, Section 102 of the Agreement permits the Agency in its discretion to extend the Negotiation Period sixty (60) days beyond the Termination Date without payment by Developer; and,

WHEREAS, due to ongoing good faith negotiations, the Parties agreed to extend the Negotiation Period thirty (30) days to October 10, 2022, pursuant to Section 102 of the Agreement; and,

WHEREAS, it is anticipated the Agency Board will consider for approval the Block 69 N DDA at its October 10, 2022, board meeting; and,

WHEREAS, due to the complexity of the overall project, the Parties require additional time to negotiate the terms of the Block 68 S DDA and the Agency Board will not meet in November; and,

WHEREAS, pursuant to Section 102, the Parties seek to extend the Negotiation Period for the Block 68 S DDA and, if necessary, the Block 69 DDA to December 30, 2022, and the Agency will not require Developer to pay an extension fee; and,

WHEREAS, it is necessary for the Parties to enter into the First Amendment to extend the Negotiation Period to December 30, 2022, without an extension fee, as the proposed extension is beyond the sixty (60) days set forth in the Agreement; and,

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

AGREEMENTS

SECTION 1. AMENDMENT TO SECTION 102 OF THE AGREEMENT

The first paragraph of Section 102 of the Agreement entitled "Negotiation Period" is hereby amended to read as follows:

Section 102 Negotiation Period:

The Negotiation Period shall commence on the Effective Date and shall terminate on December 30, 2022 (the "Termination Date"). In the event that Developer requests to 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") beyond the Termination Date, and the Agency Board grants such request at an Agency Board meeting, the Agency Board 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.

SECTION 2. EXTENSION FEE

As the Parties are actively negotiating the DDA in good faith and due to the complexity of the overall project and that there will not be a November Agency Board meeting, the Agency will not seek an extension fee for the extension of the Negotiation Period.

SECTION 3. SUBSTITUTED SCHEDULE OF PERFORMANCE

The Schedule of Performance, Exhibit C to the Agreement, is hereby revised in the form attached as Attachment 1, "First Revised Schedule of Performance," which, by this reference, is made a part hereof and is hereby substituted for the Schedule of Performance originally made a part of the Agreement. All duties and obligations to have been performed prior to the Effective Date have been performed and there is no event of default by either Party with respect to the First Revised Schedule of Performance.

SECTION 4. ENTIRE AGREEMENT; OTHER TERMS NOT MODIFIED

The Agreement as amended by this First Amendment constitutes the entire agreement of the Parties relating to the subject matter hereof. The Agreement is in full force and effect and remains unaltered, except to the specific extent amended herein. This First Amendment contains all the terms and conditions agreed to by the Parties with regard to the matter provided for herein and supersedes any such prior agreements, promises, statements, representations, or warranties with regard to same by the Parties. The First Amendment shall be considered part of the Agreement. In the event of any conflict with the Agreement, this First Amendment shall control.

SECTION 5. COUNTERPARTS

This First Amendment may be executed in any number of counterparts, which together shall constitute the First Amendment. A Party may deliver this First Amendment by transmitting a facsimile or other electronic signature of this First Amendment signed by such Party to the other Parties, which facsimile or other electronic signature shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date last executed.

End of First Amendment | *Signatures appear on the following page.*

_____, 2022

AGENCY

THE URBAN RENEWAL AGENCY OF
BOISE CITY, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

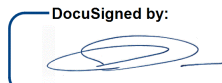
10/5/2022

_____, 2022

DEVELOPER

Block 68 North Development LLC,
an Idaho limited liability company

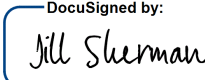
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By: J. Dean Papé
Its: Manager

DocuSigned by:



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By: Jill Sherman
Its: Manager

Attachment 1
First Revised 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 on December 30, 2022 Agency Board may extend Negotiation Period beyond December 30, 2022, at an Agency Board meeting, subject to payment of an extension fee of \$5,000.00 for each extended Negotiation Period as to the respective DDA.	Commences on the Effective Date and shall terminate on December 30, 2022 Agency Board may extend Negotiation Period beyond December 30, 2022, at an Agency Board meeting, subject to payment of an extension fee of \$5,000.00 for each DDA each extended Negotiation Period as to the respective DDA.	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	Agency Parcel: 421 N. 10 th	206

	W. Jefferson- appraisal update – to be completed by 5/31/22	– appraisal update – to be completed by 5/31/22 YMCA Parcels – appraisals to be completed by 5/31/22	
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 State Parcel. Agency may extend the time to acquire the State Parcel by thirty (30) days if certain conditions are met.		803.01
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	December 30, 2022, unless extended under Section 102.	December 30, 2022, unless extended under Section 102.	102



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AGENDA BILL

Agenda Subject: Approval of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project		Date: October 10, 2022
Staff Contact: Amy Fimbel, Project Manager Kathy Wanner, Contracts Manager	Attachments: 1. Resolution 1766 2. Amendment No. 1 to CM/GC Agreement with Guho Corp.	
Action Requested: Adopt Resolution 1766 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.		

Fiscal Notes:

Amendment No. 1 approves a \$557,184 Guaranteed Maximum Price (GMP) for the initial phase of construction services associated with the Agency's Linen Blocks on Grove Street Streetscape Improvements Project. The Agency's FY2023 budget has adequate funds available to fund these construction costs.

Background:

The Agency is undertaking several large-scale projects originating from a multi-year planning effort with ACHD and the City of Boise. Those projects include:

- Grove Street Sewer Main Line Upgrade and Utility Relocation
- ACHD roadway reconstruction from 9th Street to 16th Street
- CCDC Streetscape and Bikeway Improvements from 10th Street to 16th Street
- Linen Blocks on Grove Street Public Art in partnership with Boise Arts & History

Construction of these projects is known as Rebuild Linen Blocks on Grove Street.

By taking a coordinated approach to what would be multiple projects, Rebuild Linen Blocks on Grove Street reduces disruption to downtown daily life and minimizes delays. This project will create a multi-modal corridor along Grove St from 9th St to 16th St with upgraded streetscapes, protected bike lanes, new concrete roadway and stormwater improvements in partnership with ACHD, public utility upgrades, placemaking and public art, and public space elements per the recommendations of the 2021 Visioning Report.

Construction of the Linen Blocks on Grove Street Streetscape Improvement Project is anticipated to begin in November 2022. Amendment No. 1 to the Construction Manager/General Contractor (CM/GC) contract with Guho Corp. represents authorization to proceed with construction services for the Grove Street Sewer Main Line Upgrade and Utility Relocation element of the project. In

December 2022, the Agency and Guho Corp. will need to execute an additional amendment for the construction of the remaining elements of the project.

The CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties can best address construction complexities and pertinent financial details – such as early phased work. Here, the CM/GC contract with Guho Corp. allows us to amend the contract by setting an initial Guaranteed Maximum Price (GMP) for the Grove Street sewer main line upgrade and relocation between 10th St and 12th St.

As the CM, Guho Corp. publicly bid the sewer scope of work included in this Amendment No. 1 and is now required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code § 54-4511. Agency staff was present for bid openings. With Board approval of Resolution 1766, Guho Corp. will begin awarding subcontracts and mobilizing for construction.

Public Outreach and Next Steps

As the project moves towards construction, continued public outreach is of paramount importance. In the coming months, the Agency and Guho Corp. will be reestablishing contacts with all property owners and businesses along Grove Street. We are planning pre-construction meetings for business and property owners in October and November at which CCDC will share project information and what to expect during construction. Mailers will be sent out to all addresses within a two-block radius of the project. We will also be coordinating messaging with ACHD and the Downtown Boise Association (DBA) to help amplify our communication. The following are ways we will be keeping the public informed:

- Project flyer
- Mailers
- Weekly construction emails with detour updates
- Social media campaigns
- Coordinated messaging through ACHD
- DBA support

Staff Recommendation:

In order to proceed into the construction stage of the project, Agency staff recommends the Agency Board adopt Resolution 1766 approving Amendment No. 1 to the CM/GC contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.

Suggested Motion:

I move to adopt Resolution 1766 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.

RESOLUTION NO. 1766

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 CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP.; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT; 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, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to Grove Street between 9th Street and 16th Street, in downtown Boise, including installation of separated bicycle facilities, new streetscapes, furnishings, street lights, fiber optic resources, green stormwater infrastructure, and roadway reconstruction, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the large geographic area of improvements, the number of active businesses on Grove Street, and the need to coordinate with other active construction projects and adjacent private development projects, the Agency determined that the best approach for construction of the improvements was to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, upon approval of Resolution No. 1726 by its Board of Commissioners on October 11, 2021, the Agency entered into a CM/GC Agreement with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvements Project ("Project") using the CM/GC construction delivery method; and,

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement should be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details including procurement of long lead-time materials and buy-out of subcontracts; and,

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to establish a Guaranteed Maximum Price ("GMP") for the initial phase of construction services associated with the Agency's Linen Blocks on Grove Street Streetscape Improvements Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 1 and to authorize the Agency's 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 Amendment No. 1 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 1 to the Construction Manager / General Contractor construction agreement with Guho Corp., approving the Guaranteed Maximum Price of FIVE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$557,184).

Section 4: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 10% of that amount for 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 October 10, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

**AMENDMENT NO. 1 TO THE
STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(WHERE THE CM IS AT-RISK)**

DATED _____, 2022

Pursuant to Section 7.5 of the Agreement dated December 9, 2021, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work to include the Grove Street Sewer Main Line Upgrade and Utility Relocation. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3 is FIVE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$557,184).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement.

EXHIBIT A:	Assumptions and Clarifications (1 page)
EXHIBIT B:	Schedule of Values (1 page)
EXHIBIT C:	Cost Estimate Detail (3 pages)
EXHIBIT D:	Allowances (1 page)
EXHIBIT E:	General Conditions (2 pages)
EXHIBIT F:	Subcontractors (1 page)
EXHIBIT G:	Schedule (1 page)
EXHIBIT H:	Plans (5 pages)
EXHIBIT I:	Phasing and Traffic Control (4 pages)

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is January 15, 2023.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

ARTICLE 4 COST ITEMS

Section 8.2 is hereby amended as follows:

8.2.2 Updated Salaries of the Construction Manager's employees

Project Manager - \$114.49 per hour

Senior Superintendent - \$109.30 per hour

Superintendent - \$89.18 per hour

Project Engineer - \$74.68 per hour

[End of Amendment No. 1 | *Signatures appear on the following page.*]

IN WITNESS WHEREOF, OWNER AND CONSTRUCTION MANAGER have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form:

Mary Watson, General Counsel

CONSTRUCTION MANAGER: Guho Corp.

BY: _____
Anthony Guho, Vice President

Date: _____

END OF DOCUMENT

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	20006
PO #	220030
GMP 1 Completion	January 2023
Contract Term	December 31, 2023



Linen Blocks on Grove Street Streetscapes Improvements Project Assumptions and Clarifications

General Conditions

- Start Date of November 14, 2022 Completion, January 15, 2023
- Working Hours are from 7am to 7pm M-F
 - Coordinate with Hotel 43 on the lowest use time for tie in
- Job Trailer, location TDB, rental allowance included of \$3,000/mth x 3 months
- (10) Parking Passes will be provided if need by CCDC
- Orange Fence around construction activity
- Chain Link installed at open excavations at intersections

Traffic Control

- ACHD ROW Permit 60 days x \$85/day
- Full Closure for 12th Street Intersection for 1 week
- Full Closure on Grove Street from 12th to 10th
- Full Closure of 11th Street Intersection
- Partial Closure of 10th Street Intersection
- Close 10th Street from Garage Entrance to Grove

Existing Conditions

- All utilities assumed at the location and elevations called out on plans
- No utility relocation/adjustment included
- Water relocation will be coordinated under Grove Street Upgrade by Veolia
- No Groundwater is anticipated
- Surface Demo only
 - Existing Asphalt depth on Grove up to 14" deep
 - Sidewalk Curb and Gutter
- Existing soils are suitable for backfill
 - Allowance for Haul Off and Import of Backfill
- Max sewer flow of 200gpm at tie in locations

Winter Conditions

- Cold Patch Asphalt Patch back
- Does not include temp heat
- Permanent Patch of 10th Street In Spring 2023 (during Grove work)
- Temp Patch back of Sidewalks
- Average Temps and Precipitation for time of year

Testing

- Test Sewer Pipe and Manholes per ISPWC
- Compaction testing on trench backfill per ACHD Supplement

Contingency

- 10% Included



Linen Blocks on Grove Street Streetscapes Improvements Project

Schedule of Values

Job Cost Phase	Description	Total Amount
01-3109	CONSTRUCTION MANAGER	5,725
01-3111	PROJECT SUPERVISION	52,638
01-3112	PROJECT ENGINEER	3,734
01-4123	PERMITS	5,100
01-5200	CONSTRUCTION FACILITIES	12,028
01-5400	CONSTRUCTION AIDS	4,661
01-5526	TRAFFIC CONTROL	36,949
01-5529	STAGING AREAS	9,000
01-5600	TEMP BARRIERS AND ENCLOSURES	4,800
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)	4,450
02-2100	SURVEY	9,200
02-2200	EXISTING CONDITION ASSESSMENT	13,320
02-4113	DEMO-SITE	8,000
32-0129	ASPHALT PATCH	53,736
32-1123	AGGREGATE BASE COURSE	58,680
32-1216	ASPHALT PAVING	19,380
32-1613	CURB & GUTTER	1,600
32-1623	SIDEWALKS	5,544
32-9100	LANDSCAPING	2,000
33-3000	SANITARY SEWER	153,920
	Total Cost	464,465
	CMGC Fee 8.000	37,157
		501,622
	Contingency 10.000	50,162
		551,784
	Bond	5,400
		557,184
	Total	557,184



Linen Blocks on Grove Street Streetscapes Improvements Project

Cost Estimate Detail

Job Cost Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01-3109	CONSTRUCTION MANAGER			
	Construction Manager	50.00 HR	114.49 /HR	5,725
01-3111	PROJECT SUPERVISION			
	Superintendent Senior	400.00 hr	109.30 /hr	43,720
	Superintendent	100.00 hr	89.18 /hr	8,918
01-3112	PROJECT ENGINEER			
	Project Engineer /Assistant Project Manager	50.00 hr	74.68 /hr	3,734
01-4123	PERMITS			
	ACHD ROW Permit Fee	60.00 day	85.00 /day	5,100
01-5200	CONSTRUCTION FACILITIES			
	Field Office Delivery/Pickup	2.00 ea	630.00 /ea	1,260
	20' Field Office	2.00 mth	900.00 /mth	1,800
	Temp Power 45kw Generator w/ Fuel	2.00 mth	3,759.00 /mth	7,518
	Field Office Furniture and Technology Package	2.00 mth	500.00 /mth	1,000
	Portable Toilet	3.00 mth	150.00 /mth	450
01-5400	CONSTRUCTION AIDS			
	General Labor	100.00 hr	46.61 /hr	4,661
01-5526	TRAFFIC CONTROL			
	Traffic Control Road Closed + Intersection (ea)	4.00 ea	6,272.00 /ea	25,088
	Traffic Control (Flagging/Maintenance)	160.00 hrs	42.00 /hrs	6,720
	Traffic Control Ped Detours	2.00 mth	1,122.75 /mth	2,246
	Traffic Control Daily Maintenance	40.00 hrs	42.00 /hrs	1,680
	Light Tower	3.00 wks	405.28 /wks	1,216
01-5529	STAGING AREAS			
	Staging Area Rental	3.00 mths	3,000.00 /mths	9,000



Linen Blocks on Grove Street Streetscapes Improvements Project

Cost Estimate Detail

01-5600	TEMP BARRIERS AND ENCLOSURES					
	Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	1,200.00	ft	2.00	/ft	2,400
	Temp Chainlink Fence Panels	1,200.00	ft/mth	2.00	/ft/mth	2,400
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)					
	SWPPP Allowance	1.00	allo	4,000.00	/allo	4,000
	Drop Inlet Protection	10.00	ea	45.00	/ea	450
02-2100	SURVEY					
	Survey & Staking	1.00	ls	3,200.00	/ls	3,200
	Total Station + Data Collector	1.50	mths	4,000.00	/mths	6,000
02-2200	EXISTING CONDITION ASSESSMENT					
	Utility Pot Hole (Core, Vac, Backfill)	30.00	ea	444.00	/ea	13,320
02-4113	DEMO-SITE					
	Asphalt Demo (14" Depth)	1.00	ls	8,000.00	/ls	8,000
32-0129	ASPHALT PATCH					
	Temp Cold Asphalt Patch Back	6,717.00	sqft	7.00	/sqft	47,019
	Temp Asphalt Patch Back Prep	6,717.00	sqft	1.00	/sqft	6,717
32-1123	AGGREGATE BASE COURSE					
	Trench Backfill Material	1,304.00	cy	45.00	/cy	58,680
32-1216	ASPHALT PAVING					
	Asphalt Road Section (6/21)	2,000.00	sqft	2.50	/sqft	5,000
	5" Asphalt Patch Back (10th St. Perm. Patch Back)	2,000.00	sqft	5.19	/sqft	10,380
	Asphalt Patch Removal and Prep	2,000.00	sqft	2.00	/sqft	4,000
32-1613	CURB & GUTTER					
	Curb and Gutter Patch Back	1.00	ls	1,600.00	/ls	1,600
32-1623	SIDEWALKS					
	Temp Sidewalk Patch Back	792.00	sf	7.00	/sf	5,544
32-9100	LANDSCAPING					
	EPDM Liner 45 mil 10x100 ft rl	2.00	rl	1,000.00	/rl	2,000



Linen Blocks on Grove Street Streetscapes Improvements Project

Cost Estimate Detail

33-3000 SANITARY SEWER

48" Sewer Manholes	5.00	ea	6,600.00	/ea	33,000
Sewer Bypass Pumping	1.00	ls	6,000.00	/ls	6,000
6" Sewer Services	4.00	ea	3,500.00	/ea	14,000
8" Sewer Pipe	933.00	lf	94.32	/lf	88,000
Manhole MH145L	1.00	sl	12,000.00	/sl	12,000
Cleanout Old Sewer Line	1.00	ls	920.00	/ls	920
Total Cost					464,465
CMGC Fee	8.000	%	37,157		
					501,622
Contingency	10.000	%	50,162		
					551,784
Bond			5,400		
					557,184
Total					557,184



Allowances

32-0129 Aggregate Base Course
Unsuitable Soils for Trench Backfill

Export Material and Import $\frac{3}{4}$ Gravel Base 1,304 cys @ \$45/cyd

\$ 58,680



Linen Blocks on Grove Street Streetscapes Improvements Project

General Conditions

Job Cost Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01-3109	CONSTRUCTION MANAGER			
	Construction Manager	50.00 HR	114.49 /HR	5,725
01-3111	PROJECT SUPERVISION			
	Superintendent Senior	400.00 hr	109.30 /hr	43,720
	Superintendent	100.00 hr	89.18 /hr	8,918
01-3112	PROJECT ENGINEER			
	Project Engineer /Assistant Project Manager	50.00 hr	74.68 /hr	3,734
01-4123	PERMITS			
	ACHD ROW Permit Fee	60.00 day	85.00 /day	5,100
01-5200	CONSTRUCTION FACILITIES			
	Field Office Delivery/Pickup	2.00 ea	630.00 /ea	1,260
	20' Field Office	2.00 mth	900.00 /mth	1,800
	Temp Power 45kw Generator w/ Fuel	2.00 mth	3,759.00 /mth	7,518
	Field Office Furniture and Technology Package	2.00 mth	500.00 /mth	1,000
	Portable Toilet	3.00 mth	150.00 /mth	450
01-5400	CONSTRUCTION AIDS			
	General Labor	100.00 hr	46.61 /hr	4,661
01-5526	TRAFFIC CONTROL			
	Traffic Control Road Closed + Intersection (ea)	4.00 ea	6,272.00 /ea	25,088
	Traffic Control (Flagging/Maintenance)	160.00 hrs	42.00 /hrs	6,720
	Traffic Control Ped Detours	2.00 mth	1,122.75 /mth	2,246
	Traffic Control Daily Maintenance	40.00 hrs	42.00 /hrs	1,680
	Light Tower	3.00 wks	405.28 /wks	1,216
01-5529	STAGING AREAS			
	Staging Area Rental	3.00 mths	3,000.00 /mths	9,000
01-5600	TEMP BARRIERS AND ENCLOSURES			



Linen Blocks on Grove Street Streetscapes Improvements Project

General Conditions

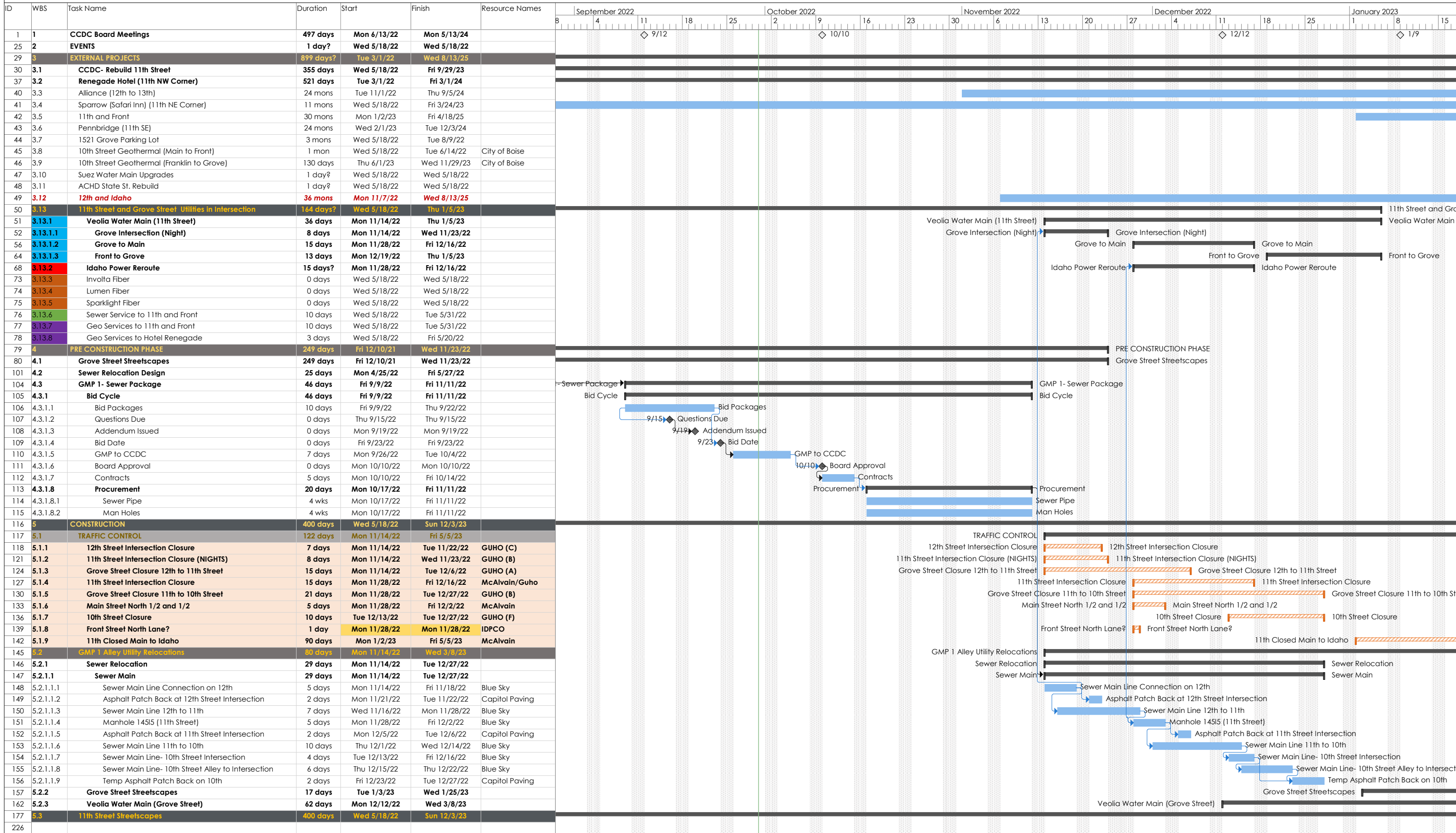
01-5713	Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	1,200.00	ft	2.00	/ft	2,400
	Temp Chainlink Fence Panels	1,200.00	ft/mth	2.00	/ft/mth	2,400
	EROSION/SEDIMENT CTRL. (SWPPP)					
	SWPPP Allowance	1.00	allo	4,000.00	/allo	4,000
	Drop Inlet Protection	10.00	ea	45.00	/ea	450
	Total General Conditions					139,086



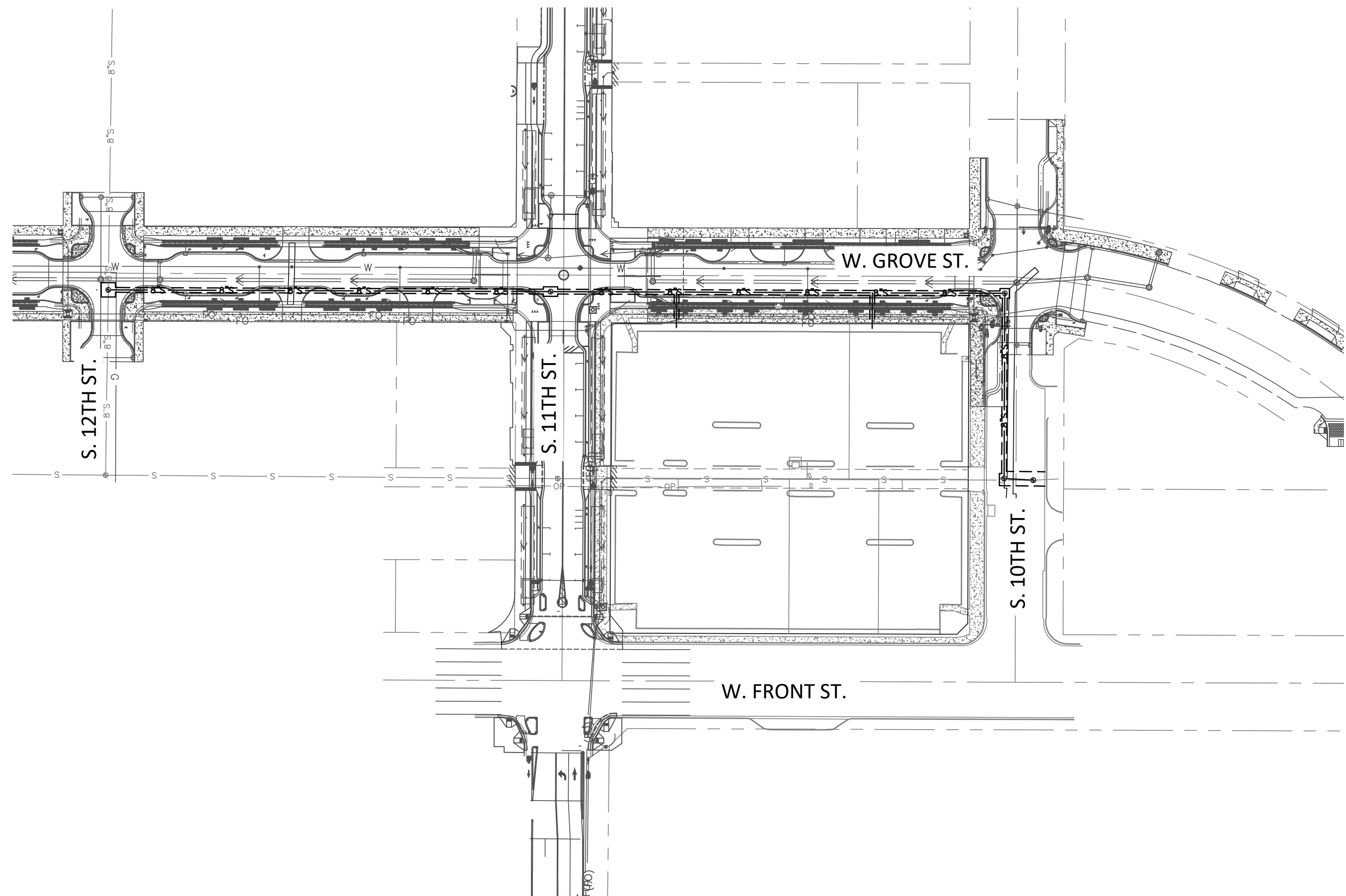
Subcontractors

Job Cost Phase	Description	Takeoff Quantity		Total Cost/Unit		Total Amount
Badger Daylighting						
02-2200	EXISTING CONDITION ASSESSMENT					
	Utility Pot Hole (Core, Vac, Backfill)	30.00	ea	444.00	/ea	13,320
	Badger Daylighting					13,320
Blue Sky						
02-4113	DEMO-SITE					
	Asphalt Demo (14" Depth)	1.00	ls	8,000.00	/ls	8,000
33-3000	SANITARY SEWER					
	48" Sewer Manholes	5.00	ea	6,600.00	/ea	33,000
	Sewer Bypass Pumping	1.00	ls	6,000.00	/ls	6,000
	6" Sewer Services	4.00	ea	3,500.00	/ea	14,000
	8" Sewer Pipe	933.00	lf	94.32	/lf	88,000
	Manhole MH145L	1.00	sl	12,000.00	/sl	12,000
	SANITARY SEWER					153,000
	Blue Sky					161,000
Capital Paving						
32-0129	ASPHALT PATCH					
	Temp Cold Asphalt Patch Back	6,717.00	sqft	7.00	/sqft	47,019
	Temp Asphalt Patch Back Prep	6,717.00	sqft	1.00	/sqft	6,717
	ASPHALT PATCH					53,736
32-1216	ASPHALT PAVING					
	5" Asphalt Patch Back (10th St. Perm. Patch Back)	2,000.00	sqft	5.19	/sqft	10,380
	Asphalt Patch Removal and Prep	2,000.00	sqft	2.00	/sqft	4,000
	ASPHALT PAVING				/SQF	14,380
	Capital Paving					68,116
Integrity Inspection Solutions						
33-3000	SANITARY SEWER					
	Cleanout Old Sewer Line	1.00	ls	920.00	/ls	920
	Integrity Inspection Solutions					920
Quadrant						
02-2100	SURVEY					
	Survey & Staking	1.00	ls	3,200.00	/ls	3,200
	SURVEY					3,200
	Quadrant					3,200
Road Work Ahead						
01-5526	TRAFFIC CONTROL					
	Traffic Control Road Closed + Intersection (ea)	4.00	ea	6,272.00	/ea	25,088
	Traffic Control (Flagging/Maintenance)	160.00	hrs	42.00	/hrs	6,720
	Traffic Control Ped Detours	2.00	mth	1,122.75	/mth	2,246
	Traffic Control Daily Maintenance	40.00	hrs	42.00	/hrs	1,680
	Road Work Ahead					35,734

CCDC- LINEN BLOCKS ON GROVE STREET IMPROVEMENTS
PRELIMINARY SCHEDULE
09/30/2022



SEWER MAIN RELOCATION FOR PENNBRIDGE CAPITAL CONSTRUCTION PLANS MAY 2022



LEGEND	
	FOUND BRASS CAP
	FOUND ALUMINUM CAP
	FOUND 5/8 INCH REBAR
	FOUND 1/2 INCH REBAR
	CALCULATED POINT
	SEWER MANHOLE
	STORM DRAIN MANHOLE
	STORM DRAIN CATCH BASIN
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	SIGNAL POLE
	LIGHT POLE
	ELECTRIC BOX
	TRANSFORMER
	GAS MARKER
	TELEPHONE MANHOLE
	TELEPHONE/FIBER OPTIC RISER
	IRRIGATION VALVE
	SIGN
	BOUNDARY LINE
	INTERIOR PARCEL LINE
	ADJACENT PROPERTY LINE
	ROAD CENTERLINE
	SECTION LINE
	EASEMENT LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	WATER LINE
	GRAVITY IRRIGATION LINE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	GAS LINE
	TELEPHONE/FIBER OPTIC LINE
	CABLE TV
	FIBER OPTIC
	PRESSURE IRRIGATION
	EDGE OF PAVEMENT
	EDGE OF GRAVEL
	FENCE LINE
	CONCRETE
	ASPHALT PAVEMENT

APPROVED
SANITARY SEWER ONLY
BOISE CITY PUBLIC WORKS

APPROVAL DATE

REVISION DATE

KM STANDARD CONSTRUCTION NOTES

GENERAL

1. PROJECT BENCHMARKS SHALL BE ESTABLISHED THROUGHOUT THE SITE BY THE ENGINEER AND WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY REQUIREMENTS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
3. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE APPROVED PLANS, SPECIFICATIONS, SOILS REPORT AND APPENDIX CHAPTER 33 OF THE UNIFORM BUILDING CODE.
4. WHERE NOTED, EXISTING TEST PITS/MONITORING WELLS SHALL BE RETAINED AND PROTECTED DURING CONSTRUCTION.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE CITY OF BOISE, SUEZ WATER, ADA COUNTY HIGHWAY DISTRICT, AND THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN.
7. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
8. WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE (B) PLACING OF AGGREGATE BASE (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
9. ALL CONTRACTORS WORKING WITHIN EXISTING PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ADA COUNTY HIGHWAY DISTRICT AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION.
10. THE CONTRACTOR SHALL CONSTRUCT ALL IMPROVEMENTS IN ACCORDANCE WITH THE PLANS STAMPED "APPROVED FOR CONSTRUCTION" BY THE VARIOUS GOVERNING AGENCIES. THESE PLANS WILL BE PROVIDED TO THE CONTRACTOR BY THE ENGINEER OR THE RESPECTIVE AGENCY PRIOR TO ANY CONSTRUCTION. WORK SHALL NOT BE DONE WITHOUT THE CURRENT SET OF APPROVED PLANS.

GRADING

11. ALL EARTHWORK INCLUDING CLEARING, GRUBBING, EXCAVATION, EMBANKMENT, BACKFILL, Dewatering, and Erosion Control shall meet the specifications of Section 200.1 of the MDOT Standard Specifications as well as the specifications and recommendations of the Geotechnical Engineering Report.
12. PRIOR TO PLACEMENT OF FILL MATERIAL, THE CONTRACTOR SHALL CLEAR THE SITE OF ALL WASTE MATERIALS AND VEGETATION AND PREPARE THE SUBGRADE AS RECOMMENDED IN THE GEOTECHNICAL CONSULTANT. ALL WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. THE SITE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF FILL MATERIAL TO ENSURE STABILITY OF SUBGRADE. A REPRESENTATIVE OF GEOTECHNICAL CONSULTANT SHALL REMAIN ON SITE TO ENSURE PROPER PLACEMENT AND COMPACTION OF STRUCTURAL FILL.
13. STRUCTURAL FILL IS DEFINED BY THE GEOTECHNICAL CONSULTANT.
14. TOPSOIL AND OTHER STOCKPILE AREAS TO BE COORDINATED BETWEEN CONTRACTOR AND OWNER BEFORE THE START OF CONSTRUCTION.
15. NO GRADING WORK SHALL OCCUR UNTIL THE OWNER HAS FILED A NOTICE OF INTENT FOR CONSTRUCTION ACTIVITY WITH THE EPA.
16. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.

UTILITY

17. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES. CALLING LOCATIONS AT 100% SCALE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND UTILITIES.
18. ALL WELL ABANDONMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO DEPARTMENT OF WATER RESOURCES (IDWR) AND DRAINAGE. THE CONTRACTOR SHALL NOTIFY THE IDWR REGIONAL ENGINEER FOR ABANDONMENT. COORDINATE WITH IDWR WESTERN REGION (334-2190).
19. EXISTING OVERHEAD POWER LINES SHALL BE RETAINED AND PROTECTED AS NEEDED TO MAINTAIN SERVICE TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COORDINATE WITH DRAINAGE FOR THE ABANDON OR RELOCATE ALL OTHER OVERHEAD POWER LINES AND POLES AS REQUIRED.
20. EXISTING SEPTIC SYSTEMS ASSOCIATED WITH ANY ABANDONED BUILDINGS ON THE SITE SHALL BE ABANDONED ACCORDING TO THE REQUIREMENTS OF THE IDAHO DEPARTMENT OF WATER RESOURCES (IDWR). THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF THE SEPTIC TANK, DRAINFIELD AND ALL APPURTENANCES. ALL INLET AND OUTLET PIPING SHALL BE DISCONNECTED FROM THE SEPTIC TANK. ALL EXISTING SEPTIC TANKS SHALL BE EXCAVATED TO THE BOTTOM OF THE TANK. ALL DRAIN FIELD TO THE FULL EXTENTS. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF A DRAINFIELD AND SHALL EXCAVATE THE DRAINFIELD SOILS TO AT LEAST THE MINIMUM REQUIRED COVER LEVEL. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF THE FIELD SITE INSPECTION OF THE DRAINFIELD AREA. THE DRAINFIELD SOILS SHALL BE DISPOSED OF OFF SITE. AFTER INSPECTION OF EXCAVATED SOILS, THE CONTRACTOR SHALL REMOVE THE DRAINFIELD AREA WITH 675C-U04. FILL TO 15%.
21. INSTALL CONCRETE COLLARS PER IPSDF 50-674.04. AROUND ALL RIMS, GRATES, AND METERS WITH ASPHALT.

DRAINAGE

22. ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CONTROLLING GOVERNMENTAL AGENCY SHALL BE USED BY THE PROJECT CONTRACTOR(S).
23. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCASION AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL CONTACT DIGLINE (342-1585) FOR UTILITY LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO DIGGING.
24. ANY PLAN CHANGES REQUIRES APPROVAL BY THE DESIGN ENGINEER AND THE CITY OF BOISE.
25. THE CONTRACTOR SHALL CONTACT BOISE CITY PUBLIC WORKS FOR INSPECTION OF ALL STORM DRAINAGE FACILITIES (PRIOR TO PLACEMENT OF FILTER FABRIC) 24 HOURS MINIMUM ADVANCED NOTICE.
26. ALL STORM DRAIN PIPE SHALL BE ASTM D3034, SDR 35, OR APPROVED EQUAL, OR AS OTHERWISE INDICATED HERE ON.
27. ALL WATER VALVES, BLOW-OFFS, AND MANHOLES SHALL BE GRADED AND PLACED SO AS NOT TO CONFLICT WITH ANY CURB, GUTTER, SIDEWALK, OR OTHER REQUIRED STREET IMPROVEMENTS.

CITY OF BOISE SEWER NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT SEWER SPECIFICATION AND STANDARD DRAWINGS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). BOISE CITY PUBLIC WORKS DEPARTMENT AND/OR THE ADA COUNTY HIGHWAY DISTRICT (ACHD) MODIFICATIONS TO THE ISPWC.
2. THE CONTRACTOR SHALL CONSTRUCT THE SANITARY SEWER IN ACCORDANCE WITH THE STAMPED PLANS APPROVED BY THE BOISE PUBLIC WORKS DEPARTMENT. THESE PLANS WILL BE PROVIDED TO THE CONTRACTOR BY THE PROJECT INSPECTOR PRIOR TO CONSTRUCTION. WORK SHALL NOT BE DONE WITHOUT THE CURRENT SET OF APPROVED PLANS.
3. FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION WILL BE BY THE BOISE CITY PUBLIC WORKS DEPARTMENT.
4. SEWER INSPECTIONS WILL BE BY THE BOISE PUBLIC WORKS DEPARTMENT AND THEIR DECISIONS SHOULD BE CONSIDERED AS FINAL. THE CONTRACTOR WILL NOTIFY THE BOISE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. BOISE CITY WILL PROVIDE PERMITTING AND EIGHT (8) HOURS OF LIGHT FROM 6:00 A.M. TO 5:00 P.M., FOR A FORTY HOUR WEEK. THE CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTION IN EXCESS OF THE NORMAL COSTS, INCLUDING LEGAL HOLIDAYS, OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS CAN BE OBTAINED FROM THE BOISE PUBLIC WORKS DEPARTMENT.
5. SEWER CONSTRUCTION WILL MEET SPECIFIC DETAILS AND REQUIREMENTS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION INCLUDING BOISE CITY REVISIONS. BOISE CITY REVISIONS TO THE ISPWC STANDARD DRAWINGS ARE AVAILABLE ONLINE.
6. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING THE PIPE LAYING AND PIPE JOINING OPERATIONS. ALL MANHOLES LOCATED WITHIN LIMITS OF SEASONAL GROUNDWATER SHALL HAVE THE EXTERIOR OF ALL CONCRETE SURFACES COATED WITH TWO COATS OF COAL TAR EPOXY.
7. THE CONTRACTOR SHALL INSTALL A REMOVABLE PLUG UPSTREAM OF SSMH 14517. BETWEEN SSMH 14517 AND SSMH 14515. THIS PLUG SHALL REMAIN IN PLACE DURING CONSTRUCTION UNTIL FINAL ACCEPTANCE OF THIS SEWER PROJECT.
8. SERVICE LINES SHALL BE MARKED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DRAWING SD 512. SERVICE LINE MARKERS SHALL REMAIN IN PLACE DURING CONSTRUCTION AND BE PRESENT FOR FIVE (5) YEARS. ON LOTS WHERE ROOF DRAINS ARE UTILIZED, THE CONTRACTOR SHALL COLOR THE ROOF DRAIN MARKERS TO CLEARLY DIFFERENTIATE ROOF DRAIN MARKERS FROM SEWER SERVICE MARKERS.
9. THE HORIZONTAL SEPARATION OF THE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET. WHERE IT IS NECESSARY FOR SEWER AND WATER TO CROSS EACH OTHER AND THE SEWER LINE IS LESS THAN 18 INCHES BELOW OR ABOVE THE WATER MAIN, THE SEWER SHALL BE INSTALLED IN A PRECAST CONCRETE PIPE RING TO AWMA C-900 OR ASTM D2241, FOR A DISTANCE OF 10' ON BOTH SIDES OF WATER LINE. A FULL LENGTH OF BOTH WATER MAIN AND SEWER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE.
10. ALL STATIONING RELATES TO THE GRAVITY SEWER CENTERLINE.
11. THE CONTRACTOR SHALL PROVIDE BOISE CITY'S INSPECTOR WITH "CUT SHEETS" FOR THE STAKING PROVIDED FOR CONSTRUCTION OF THE SANITARY SEWER. "CUT SHEETS" SHALL BE PROVIDED TO THE INSPECTOR PRIOR TO CONSTRUCTION. TEMPORARY BENCH MARKS MUST BE PROVIDED TO THE BOISE PUBLIC WORKS DEPARTMENT. INSPECTION SECTION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
12. PRIOR TO CONSTRUCTION, TEMPORARY BENCH MARKS (TBM'S) SHALL BE SET IN THE FIELD BY A LICENSED SURVEYOR OR ENGINEER AND SHALL BE FLAGGED AND CLEARLY VISIBLE FROM ALL DIRECTIONS. A TBM SHALL BE LOCATED WITHIN 100 FEET OF THE EXISTING AND EXTERMINATED SEWER LINE. THE TBM SHALL BE SET ALONG THE SEWER ALIGNMENT THEREAFTER. TBM'S SHALL HAVE ELEVATIONS TIED TO THE NAVD 1988 DATUM.
13. SEWER PIPE WITH COVER OF GREATER THAN 3 FEET, SHALL BE BELL AND SPIGOT, POLYVINYL CHLORIDE (PVC), SDR 35, ASTM D-3034 FOR 4-INCH THROUGH 15-INCH AND ASTM F679 FOR 18-INCH THROUGH 27-INCH AS SET FORTH BY THE BOISE PUBLIC WORKS DEPARTMENT. SEWER PIPE SHALL BE 15 FEET OF COVER. COVER SHALL BE DUCTILE IRON CONFORMING TO ANSI A-21.51 OR AWMA C-151 MINIMUM CLASS 50. A RUBBER RING IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH THE MANHOLE BASE AND/OR ITS CHANNEL IN ORDER TO ENSURE A WATER-TIGHT SEAL.
14. THE SEWER CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND THE REQUIRED NUMBER OF RISER AND GRADE RINGS. THE SEWER CONTRACTOR SHALL FIELD VERIFY THE POSITION OF THE CENTER OF THE MANHOLE. THE MAXIMUM HEIGHT OF THE GRADE ELEVATIONS MATCH FINAL STREET GRADES. THE MAXIMUM HEIGHT OF THE VERDE PIPE SHALL BE SUCH THAT THE FINISHED GRADE ELEVATION OF THE MANHOLE FRAME AND COVER SHALL NOT BE MORE THAN TWENTY-ONE (21") INCHES ABOVE THE TOP OF THE MANHOLE CONE.
15. THE PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE CURB. THE PAVING STANDARD DRAWING SD 508 AND THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE CURBS.
16. THE TRENCH BACKFILL ABOVE THE PIPE ZONE WILL BE INSPECTED BY THE ACHD OR BY THE DEVELOPER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED ON THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PIPE RIGHT-OF-WAY. TESTING SHALL BE CONDUCTED TO MEET THE REQUIREMENTS AND THE RESULTS SHALL BE SUBMITTED TO BOISE PUBLIC WORKS DEPARTMENT AND ACHD PRIOR TO FINAL ACCEPTANCE.
17. THE BOISE PUBLIC WORKS DEPARTMENT MAY TEST THE COMPACTION OF THE SEWER PIPELINE BEDDING. TESTING WILL BE DONE BY AN INDEPENDENT TESTING LABORATORY. THE COST OF THE FIRST TEST WILL BE PAID BY THE BOISE PUBLIC WORKS DEPARTMENT. IF THE FIRST TEST FAILS, THE CONTRACTOR SHALL MEET TESTING, LABOR, AND REPAIRING SHALL BE PAID BY THE SEWER CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE BOISE PUBLIC WORKS DEPARTMENT AND/OR INSPECTION LABORATORY TO SCHEDULE THE TESTS PRIOR TO ANY PIPE LAYING AND BACKFILLING.
18. THE CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN FOR FIELD VERIFICATION OF THE INVERT ELEVATION BY THE CITY'S INSPECTOR. THE CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL HE HAS BEEN INFORMED BY THE PROJECT INSPECTOR OF ANY OTHER ARRANGEMENTS FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS.
19. PRIOR TO FINAL ACCEPTANCE, AFTER ALL UTILITIES ARE IN AND PRIOR TO PAVING, AN AIR TEST SHALL BE CONDUCTED. THE CONTRACTOR SHALL CONTACT THE CITY OF BOISE A MINIMUM OF 24 HOURS PRIOR TO TESTING. ALL MANHOLES SHALL BE TESTED IN ACCORDANCE WITH THE ISPWC AND BOISE CITY'S MODIFICATIONS.
20. THE SEWER MAIN SHALL BE TESTED FOR DEFLECTION IN ACCORDANCE WITH THE ISPWC AND BOISE CITY'S MODIFICATIONS. ALL SEWER LINES SHALL BE TESTED WITH A DEFLECTION TEST. HE SHALL BE TESTED IN ACCORDANCE WITH THE ISPWC AND BOISE CITY'S MODIFICATIONS, NO STANDING WATER SHALL BE PRESENT.

ACHD NOTES

1. ALL CONSTRUCTION WITHIN THE ADA COUNTY HIGHWAY DISTRICT'S (AChD) RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS AND SPECIFICATIONS FOR ROAD WORK. CONSTRUCTION USING ANY OF THE AChD SUPPLEMENTAL SPECIFICATIONS, NO EXCEPTIONS, DISTRICT POLICY, STANDARDS OR THE IPSWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
2. ALL WATER VALVES, BLOW-OFFS, AND MANHOLES SHALL BE GRADED AND PLACED SO AS NOT TO CONFLICT WITH ANY CONCRETE CURB, GUTTERS, SIDEWALK OR OTHER STREET IMPROVEMENTS.
3. CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN AChD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING:

GROVE STREET: 0.5-INCHES SP-3 ASPHALT MIX, 5-INCHES OF PG 64-28 ASPHALT MIX, 4-INCHES OF 1/2-INCH CRUSHED AGGREGATE, AND 26-INCHES OF 6-INCH MINUS PIT RUN, USE WHICHEVER PAVEMENT SECTION IS GREATER.

10TH STREET: 0.5-INCHES SP-3 ASPHALT MIX, 5-INCHES OF PG 64-28 ASPHALT MIX, 4-INCHES OF 1/2-INCH CRUSHED AGGREGATE, AND 26-INCHES OF 6-INCH MINUS PIT RUN, USE WHICHEVER PAVEMENT SECTION IS GREATER.
4. TRAFFIC PLANS AND SAWCUTS ASSOCIATED WITH THE CONSTRUCTION OF ANY UTILITY WILL BE COORDINATED AND APPROVED THROUGH CONSTRUCTION SERVICES OF AChD (208-387-2680) PRIOR TO INITIATING ANY CONSTRUCTION.
5. AChD WILL INSPECT ALL IMPROVEMENTS WHICH FALL WITHIN THE AChD RIGHT-OF-WAY OR EASEMENT INCLUDING BUT NOT LIMITED TO STORM DRAIN CONSTRUCTION, TRENCH BACKFILL PROCEDURES, ROAD WAY CONSTRUCTION AND CONCRETE WORK. ANY WORK TO BE DONE OUTSIDE OF THE 300' EXTENDED BOUNDARY OF THE PROJECT WILL REQUIRE A SEPARATE PERMIT THROUGH AChD CONSTRUCTION SERVICES DIVISION. THE CONTRACTOR WILL SCHEDULE AND INSPECTION, REQUESTED THROUGH AChD CONSTRUCTION SERVICES, 208-387-6280, A MINIMUM OF 24 HRS. PRIOR TO CONSTRUCTION STARTING.
6. ALL UTILITY IMPROVEMENTS ARE TO BE CONSTRUCTED TO ACCOMMODATE THE COLLAR REQUIREMENT PER IPSWC SD-616 AND BE IN ACCORDANCE WITH SECTION 703 OF THE IPSWC.
7. UTILITY STREET CUTS IN PAVEMENT LESS THAN FIVE YEARS OLD ARE NOT ALLOWED UNLESS APPROVED IN WRITING BY THE DISTRICT. CONTACT THE DISTRICT'S UTILITY COORDINATOR AT 387-6258 (WITH MORE CLOSERS) FOR DETAILS.
8. AChD INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. A REMINDER: SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%; THERE ARE NO "TOLERANCES" ALLOWED.
9. ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 HIGHWAY CUTS 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 WIDTH, THE 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 ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
 - 4). IF THE CONTRACTOR IS REQUIRED TO REPAIR, IT WILL 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). ALL REPAIRS AND PATCHES TO EXISTING PAVEMENT SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

ACHD COMPLIANCE

THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT:

- SEWER MAIN CORRIDOR VARIANCE

VERTICAL DATUM

1. VERTICAL DATUM IS NAVD 88

COVER

DRAWING STATUS:

FOR AGENCY
APPROVAL

km
ENGINEERING
ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

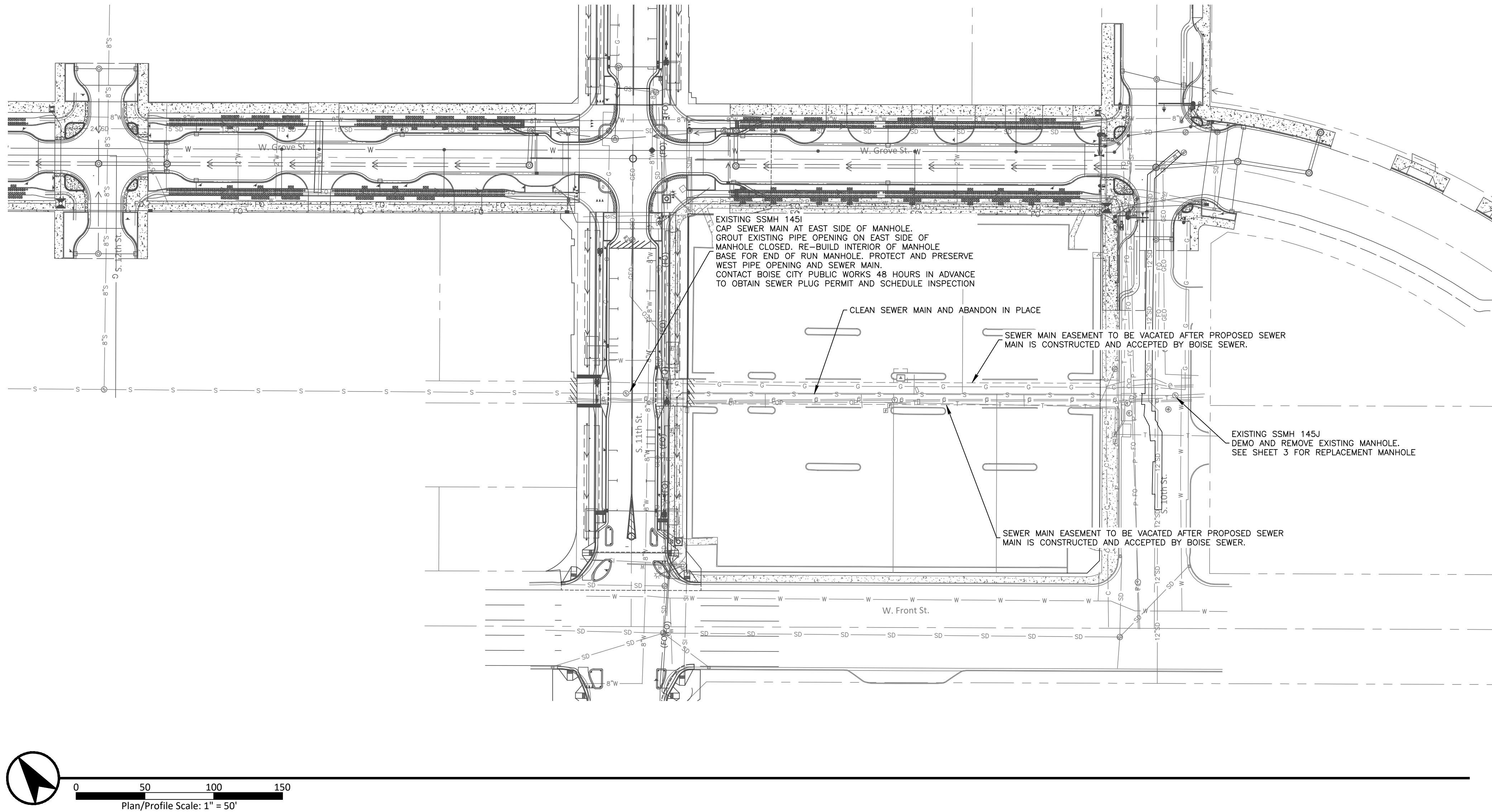
DESIGN BY:	TGA
DRAWN BY:	TGA
CHECKED BY:	VALUE
DATE:	12-9-19
PROJECT:	19-123

SHEET NO.

1 OF 4

FOR AGENCY APPROVAL

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NOTICE TO CONTRACTOR

1. CONTRACTOR TO COORDINATE HOTEL 43 SEWER SERVICE INTERRUPTION WITH HOTEL 43 MANAGEMENT/OWNERSHIP PRIOR TO CONSTRUCTION. SEWER SERVICE TO HOTEL 43 CAN NOT BE INTERRUPTED WITHOUT COORDINATION AND CONSENT FROM HOTEL 43 MANAGEMENT/OWNERSHIP. CONTRACTOR TO PROVIDE MEANS TO CONNECT PROPOSED SEWER MAIN TO EXISTING MAIN WITH MINIMAL INTERRUPTION OF SERVICE IF NECESSARY.

- DEMOLITION NOTES**
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE CITY OF BOISE, BOISE SEWER, ADA COUNTY HIGHWAY DISTRICT, THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AND THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY. NO EXCEPTIONS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY ALL APPROPRIATE ENTITIES.
 - THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIGLINE (1-800-342-1585) FOR EXACT LOCATION A MINIMUM OF 48 HOURS PRIOR TO DIGGING.
 - UTILITIES ON THIS PLAN ARE BASED UPON A FIELD SURVEY BY KM ENGINEERING, RECORD DRAWINGS, AND FACILITY MAPS. KM ENGINEERING MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, KM ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AND HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PRESERVE AND PROTECT EXISTING FACILITIES NOT SCHEDULED FOR REMOVAL AND COORDINATE WITH THE PROJECT ENGINEER IF UNEXPECTED FACILITIES ARE ENCOUNTERED.
 - THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING DEMOLITION WITH THE APPROPRIATE PHASE OF CONSTRUCTION.
 - ALL DEMOLISHED DEBRIS MUST BE COMPLETELY REMOVED FROM THE SITE. REMOVAL OF EXISTING CONSTRUCTION DEBRIS MUST CONTINUE TO EXPOSE NATIVE, UNDISTURBED GRANULAR SOILS. SUITABLE NATIVE SOILS INCLUDE GW, GP, GM, SW, SP, SM IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS). CONTRACTOR SHALL COMPLY WITH ALL RECOMMENDED CONSTRUCTION CONSIDERATIONS, AS CONTAINED IN THE PROJECT GEOTECHNICAL ENGINEERING REPORT, PREPARED BY MATERIALS TESTING AND INSPECTION, INC.
 - AFTER REMOVAL OF ALL DEBRIS, THE EXPOSED, EXCAVATED AREA SHALL BE INSPECTED BY THE MATERIALS TESTING & INSPECTION CONSULTANT TO VERIFY SUITABILITY OF SUBGRADE FOR PLACEMENT OF STRUCTURAL FILL. THE EXPOSED SUBGRADE MUST BE IN A COMPACT, FIRM AND STABLE CONDITION PRIOR TO FILL PLACEMENT. THIS WILL BE CONFIRMED BY PROOF-ROLLING THE SUBGRADE IN A MANNER ACCEPTABLE TO THE TESTING AND INSPECTION CONSULTANT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEMOLISHED MATERIALS AT AN APPROVED OFF-SITE LOCATION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THESE MATERIALS AFTER REMOVAL FROM THE SITE.
 - CONTRACTOR IS RESPONSIBLE FOR SECURING AND PAYING FOR ALL PERMITS REQUIRED BY ANY POLITICAL SUBDIVISION OR AGENCY.
 - CONTRACTOR SHALL BE REQUIRED TO PROVIDE A WATER TRUCK, AS NECESSARY, FOR DUST ABATEMENT DURING DEMOLITION AND REMOVAL OPERATIONS.
 - CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS TO PREVENT ANY SOIL OR OBJECTIONABLE MATERIAL RUNOFF FROM LEAVING THE SITE, OR ENTERING THE PUBLIC RIGHTS-OF-WAY.
 - CONTRACTOR SHALL REMOVE ORGANIC OR DISTURBED SOILS WITHIN CLEARING LIMITS SHOWN ON THE CONSTRUCTION PLANS, AND WASTED OR STOCKPILED FOR LATER USE. ADDITIONAL DEPTHS MAY BE NECESSARY TO OBTAIN SUITABLE SUBGRADE MATERIALS AS DETERMINED BY THE GEOTECHNICAL CONSULTANT.
 - CONTRACTOR SHALL CLEAR AND GRUB ALL EXISTING UNSUITABLE TOPSOIL AND VEGETATION WHERE STRUCTURAL FILL IS TO BE PLACED. CONTRACTOR SHALL STOCKPILE MATERIAL IN DESIGNATED ON-SITE SPOIL PILE LOCATION FOR LANDSCAPING. MATERIAL IN EXCESS OF THE LANDSCAPING NEEDS SHALL BE DISPOSED OF IN AN APPROVED OFF-SITE LOCATION.
 - ITEMS SHOWN ON THIS SHEET REPRESENT THE EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION.
 - OVER-EXCAVATION, IN AREAS WHERE EXISTING GRAVITY IRRIGATION IS PROPOSED TO BE TILED AND/OR REMOVED, IS ANTICIPATED IN ORDER TO REMOVE SOFT SUBGRADE SOILS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS OF THE PRIOR REFERENCED GEOTECHNICAL ENGINEERING REPORT, BY MATERIALS TESTING AND INSPECTION, FOR DITCH EXCAVATIONS AND SHALL HAVE ALL EXCAVATED DITCH SUBGRADE INSPECTED BY A TESTING COMPANY OR THE GEOTECHNICAL ENGINEER, PRIOR TO PLACEMENT OF PIPE AND/OR BACKFILL OF THE DITCHES.
 - IF ENCOUNTERED, ANY EXISTING SEPTIC SYSTEM SHALL BE LOCATED AND REMOVED ACCORDING TO THE REQUIREMENTS OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY TECHNICAL GUIDANCE MANUAL. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE SEPTIC TANK. ALL BURIED PIPING SHALL BE EXCAVATED AND TRACED FROM THE SEPTIC TANKS TO THE DRAINFIELD TO THE FULL EXTENTS. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF THE DRAINFIELD AND SHALL EXCAVATE THE DRAINFIELD SOILS TO AT LEAST THE GROUNDWATER LEVEL OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER AFTER FIELD SITE INSPECTION OF THE DRAINFIELD AREA. THE DRAINFIELD SOILS SHALL BE DISPOSED OF OFF-SITE.
 - CONTRACTOR RESPONSIBLE FOR COORDINATION OF ALL UTILITY DEMOLITION WITH UTILITY COMPANIES.

APPROVED
SANITARY SEWER ONLY
BOISE CITY PUBLIC WORKS

APPROVAL DATE 5/11/2002

REVISION DATE _____

PROFESSIONAL ENGINEER
11616
STATE OF IDAHO
JERRY KEHRER

5-11-22

DATE	REVISIONS
5-11-22	1
5-11-22	2

NO.	ITEM
1	BOISE SEWER
2	BOISE SEWER

**SEWER MAIN RELOCATION FOR PENNBRIDGE CAPITAL
BOISE IDAHO
DEMOLITION PLAN**

DRAWING STATUS:
FOR AGENCY
APPROVAL

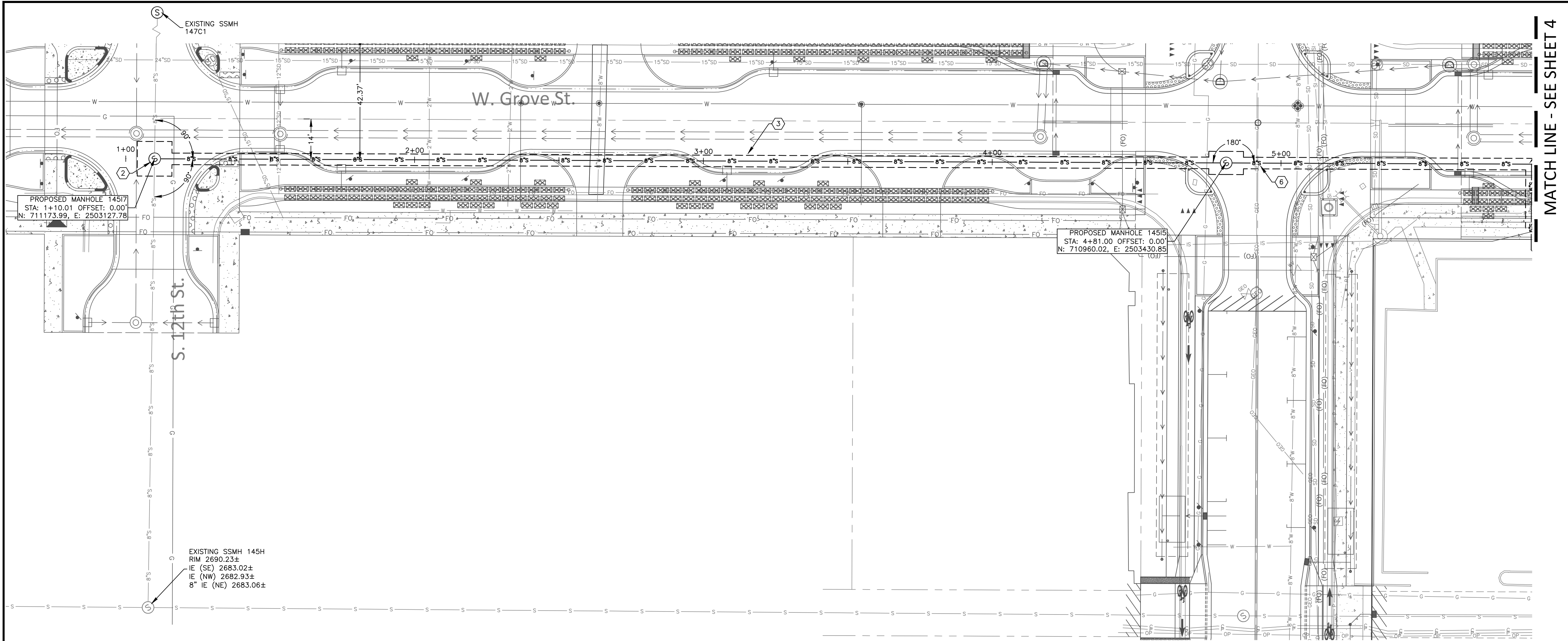
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9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DESIGN BY:	TGA
DRAWN BY:	TGA
CHECKED BY:	VALUE
DATE:	12-9-19
PROJECT:	19-123

SHEET NO.
2 OF 4

FOR AGENCY APPROVAL

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MATCH LINE - SEE SHEET 4

KEYNOTES

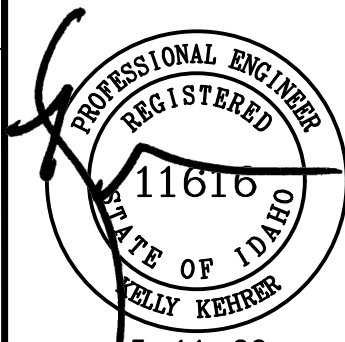
1. DEMO AND REMOVE EXISTING SANITARY SEWER MANHOLE. CONNECT TO EXISTING 8" PVC SEWER SERVICE. CONTRACTOR TO NOTIFY DESIGN ENGINEER IMMEDIATELY IF ELEVATION DIFFERS FROM WHAT IS SHOWN HEREON. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER PRIOR TO ANY DISRUPTION OF SEWER SERVICE.
2. CONNECT TO EXISTING 8" PVC SEWER MAIN. CONTRACTOR TO POTHOLE AND VERIFY LOCATION AND ELEVATION PRIOR TO ANY CONSTRUCTION. NOTIFY DESIGN ENGINEER IMMEDIATELY IF DIFFERS FROM WHAT IS SHOWN HEREON.
3. PAVEMENT PATCH PER ISPPWC SD-301, SD-303, SD-806, AND ACHD NOTE #3 & #9 SHEET 1.
4. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPPWC SD-511.
IE 8": 2685.94
IE 6": 2686.60
5. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPPWC SD-511.
IE 8": 2686.60
IE 6": 2687.26
6. UNKNOWN UTILITIES. AFTER UTILITIES ARE EXPOSED, CONTRACTOR TO CONTACT CITY OF BOISE PUBLIC WORKS INSPECTIONS @ 208-608-7549 TO EVALUATE IF UTILITIES ARE GEOTHERMAL. IF UTILITIES ARE CONFIRMED TO BE GEOTHERMAL CONTRACTOR SHALL BACKFILL SAID UTILITIES WITH FLOWABLE FILL TO ENSURE NO SETTLEMENT POST CONSTRUCTION.
7. CONTRACTOR TO COORDINATE WITH SUEZ WATER TO RELOCATE WATER MAIN/SERVICE AS SHOWN TO MAINTAIN 18" VERTICAL SEPARATION PER DEQ REQUIREMENTS.
8. SLURRY FILL BETWEEN PROPOSED SEWER MAIN AND EXISTING 12" FORCE MAIN USING 300 PSI FLOWABLE FILL.

SHEET NOTES

1. UTILITIES AND SITE FEATURES ON THIS PLAN ARE BASED ON DIGLINE MARKS, FACILITY MAPS, AND AS-BUILD PLANS. KM ENGINEERING MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND SITE FEATURES SHOWN COMPRISE ALL UTILITIES AND SITE FEATURES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, KM ENGINEERING DOES NOT WARRANT THAT THE UTILITIES AND SITE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED AND HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. USERS OF THIS INFORMATION SHALL INDEPENDENTLY VERIFY IT BEFORE APPLYING IT FOR ANY PURPOSE.
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3. CONTRACTOR TO POTHOLE ALL UTILITY CROSSINGS, SHOWN AND NOT SHOWN ON THIS PLAN, TO VERIFY NO CONFLICTS EXIST BETWEEN SAID UTILITY AND PROPOSED SEWER MAIN.
4. CONTRACTOR TO CONTACT JON GUNNERSON (208) 608-7173 AT CITY OF BOISE, PUBLIC WORKS 48 HOURS PRIOR TO ANY TRENCHING ABOVE OR BELOW THE GEOTHERMAL PIPELINE.
5. MANHOLES TO BE PER BOISE SEWER STANDARD DRAWING SD-501. CAST IN PLACE MANHOLES NOT ALLOWED.
6. PROPOSED 11TH STREET IMPROVEMENTS AND PROPOSED GROVE STREET IMPROVEMENTS ARE SHOWN ON THIS PLAN. 11TH STREET AND GROVE STREET IMPROVEMENTS ARE NOT A PART OF THIS PROJECT AND WILL BE CONSTRUCTED BY OTHERS.

APPROVED
SANITARY SEWER ONLY
BOISE CITY PUBLIC WORKS

APPROVAL DATE: 5/11/2022
REVISION DATE: _____



REVISIONS

NO.	ITEM	DATE
1	BOISE SEWER	5-11-22
2	BOISE SEWER	5-11-22

SEWER MAIN RELOCATION FOR PENBRIDGE CAPITAL
BOISE IDAHO

SEWER MAIN PLAN AND PROFILE

DRAWING STATUS:
FOR AGENCY
APPROVAL

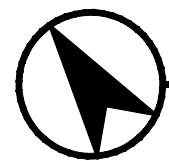
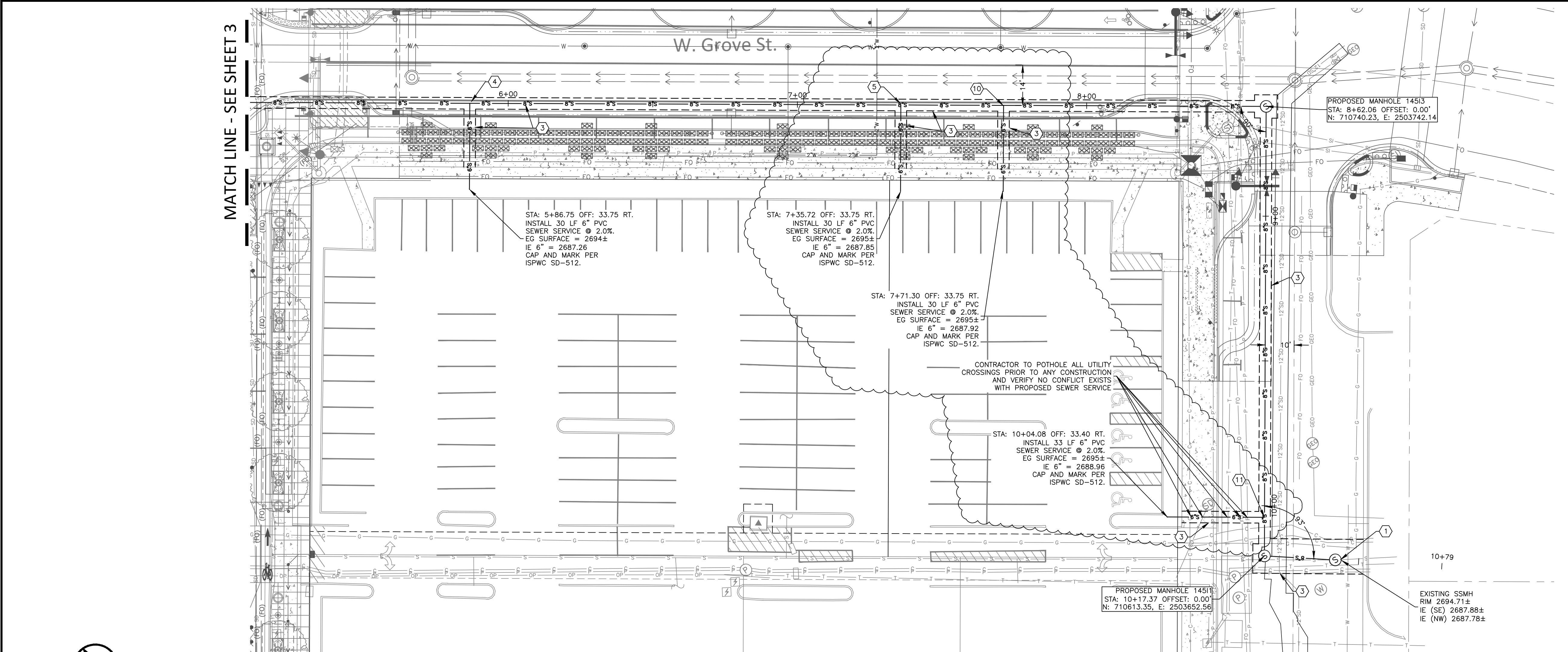
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ENGINEERS · SURVEYORS · PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DESIGN BY: TGA
DRAWN BY: TGA
CHECKED BY: VALUE
DATE: 12-9-19
PROJECT: 19-123
SHEET NO.

3 OF 4

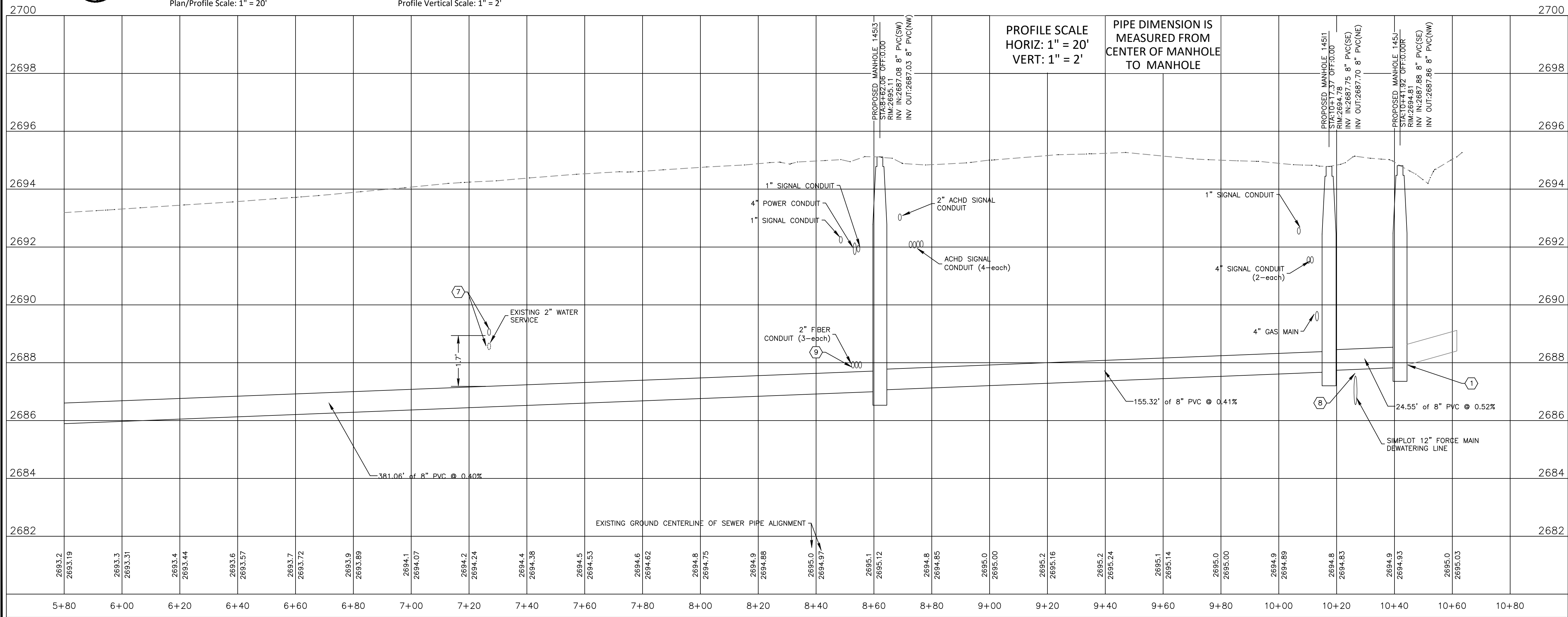
FOR AGENCY APPROVAL

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0 20 40 60
Plan/Profile Scale: 1" = 20'

0 2 4 6
Profile Vertical Scale: 1" = 2'



KEYNOTES

1. DEMO AND REMOVE EXISTING SANITARY SEWER MANHOLE. CONNECT TO EXISTING 8" PVC SEWER SERVICE. CONTRACTOR TO NOTIFY DESIGN ENGINEER IMMEDIATELY IF ELEVATION DIFFERS FROM WHAT IS SHOWN HEREON. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER PRIOR TO ANY DISRUPTION OF SEWER SERVICE.
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4. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPCW SD-511.
IE 8" = 2685.94
IE 6" = 2686.60
5. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPCW SD-511.
IE 8" = 2686.52
IE 6" = 2687.19
6. UNKNOWN UTILITIES. AFTER UTILITIES ARE EXPOSED, CONTRACTOR TO CONTACT CITY OF BOISE PUBLIC WORKS INSPECTIONS @ 208-608-7549 TO EVALUATE IF UTILITIES ARE GEOTHERMAL. IF UTILITIES ARE CONFIRMED TO BE GEOTHERMAL CONTRACTOR SHALL BACKFILL SAID UTILITIES WITH FLOWABLE FILL TO ENSURE NO SETTLEMENT POST CONSTRUCTION.
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8. SLURRY FILL BETWEEN PROPOSED SEWER MAIN AND EXISTING 12" FORCE MAIN USING 300 PSI FLOWABLE FILL.
9. CONTRACTOR TO EXPOSE FIBER CONDUIT PRIOR TO ANY CONSTRUCTION AND VERIFY NO CONFLICT EXISTS WITH PROPOSED SEWER MAIN. NOTIFY DESIGN ENGINEER IMMEDIATELY IF CONFLICT EXISTS.
10. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPCW SD-511.
IE 8" = 2686.66
IE 6" = 2687.32
11. INSTALL SERVICE CONNECTION CONNECTION TEE PER ISPCW SD-511.
IE 8" = 2687.64
IE 6" = 2688.30

SHEET NOTES

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APPROVED
SANITARY SEWER ONLY
BOISE CITY PUBLIC WORKS

APPROVAL DATE _____

REVISION DATE _____

SEWER MAIN RELOCATION FOR PENNBRIDGE CAPITAL

BOISE IDAHO

SEWER MAIN PLAN AND PROFILE

DRAWING STATUS:

FOR AGENCY
APPROVAL

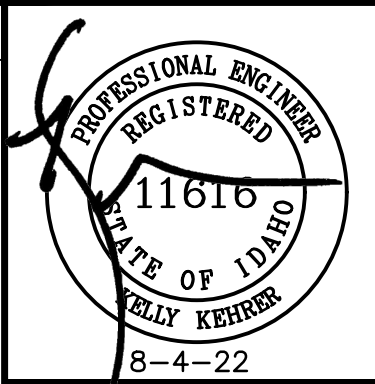
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9233 WEST STATE STREET
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DESIGN BY: TGA
DRAWN BY: TGA
CHECKED BY: VALUE
DATE: 12-9-19
PROJECT: 19-123

SHEET NO.

4 OF 4

FOR AGENCY APPROVAL

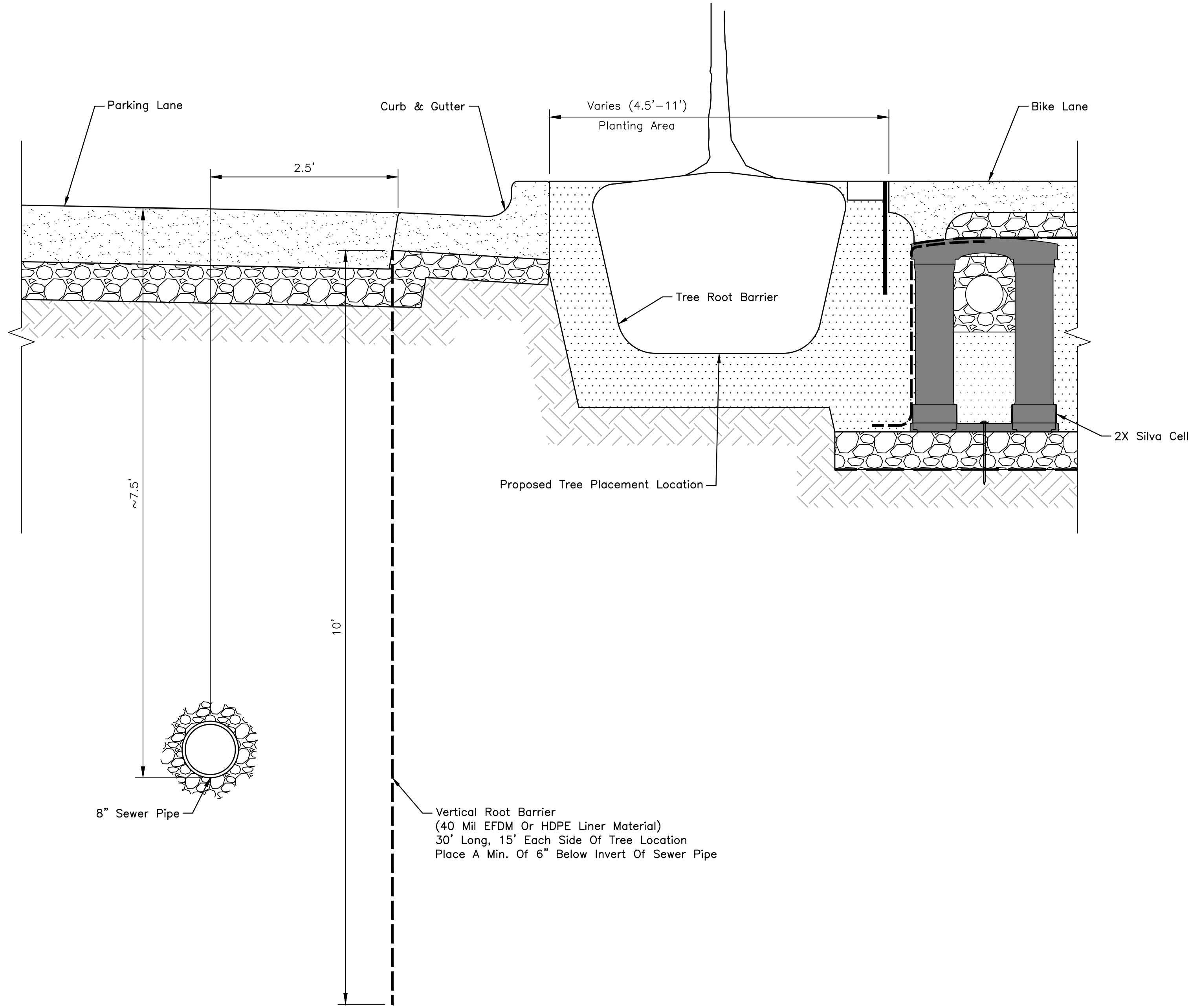


REVISIONS

NO.	ITEM	DATE
1	BOISE SEWER	5-11-22
2	BOISE SEWER	5-11-22
3	OWNERS REVISION	8-4-22

Plotted: 6/23/2022 3:53:17 PM
File Name: C:\pwworking\west01\d2498918\GroveS_LRTBR_001.dwg

E1 SEWER MAIN AND TREE ROOT BARRIER DETAIL
N.T.S.



PROJECT:

C Linen Blocks on Grove St

PROJECT ADDRESS:

**BETWEEN 9TH STREET & 16TH
STREET
WEST GROVE STREET
BOISE, ID 83702**

OWNER:

**BOISE CAPITAL CITY DEVELOPMENT
CORPORATION
121 N 9th St
#501
Boise, ID 83702**

REVISIONS

C 07/04/2022 95% DD Review

B 05/16/2022 60% DD REVIEW

A 12/10/2021 DESIGN REVIEW SUBMITTAL

MARK DATE DESCRIPTION

ISSUE INFORMATION

PROJECT NO.: **2021031.01**
DRAWN BY: B. Focht
CHECKED BY: P. Dewit

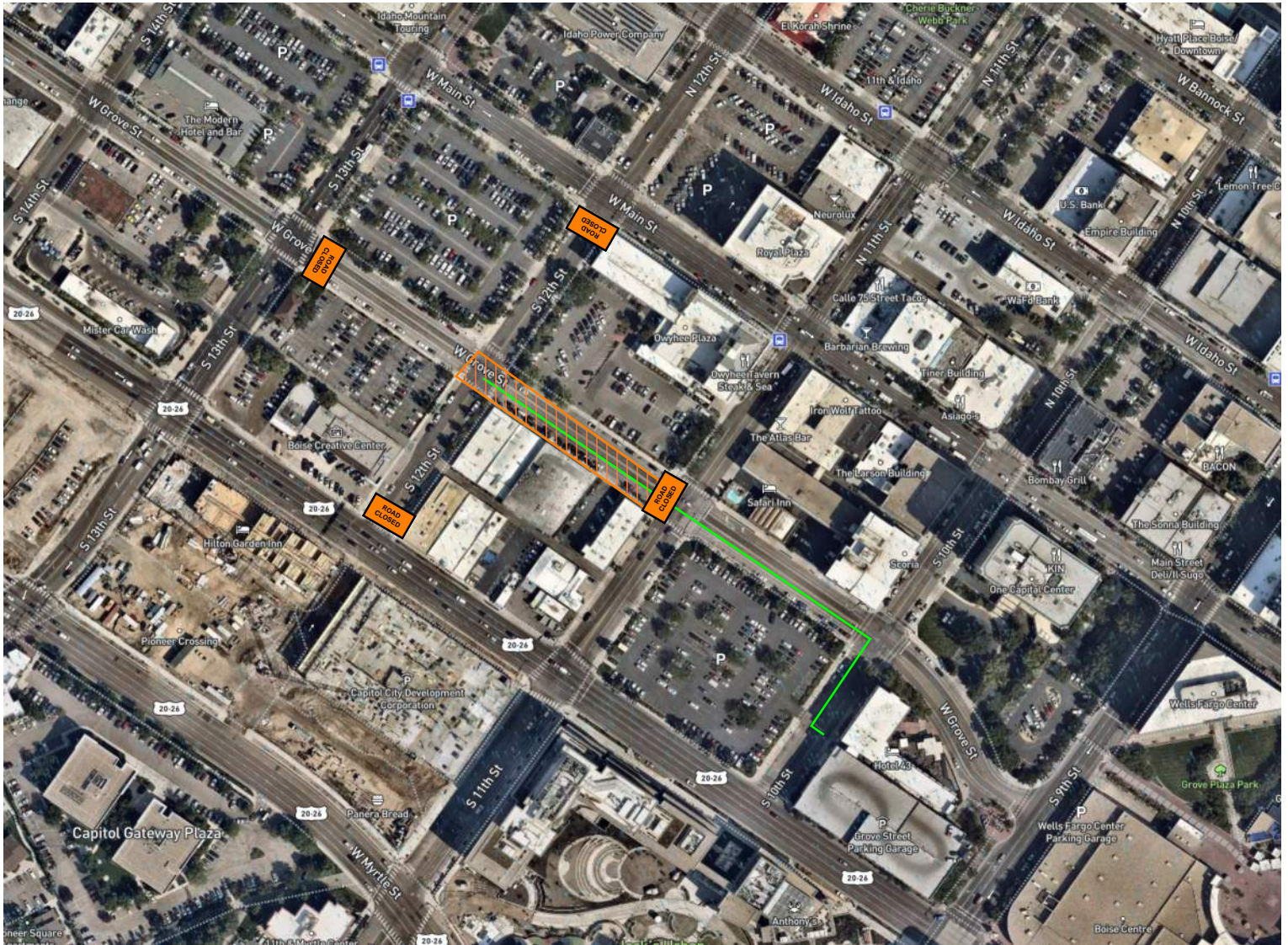
SHEET TITLE

**EXHBIT -
TREE ROOT BARRIER**

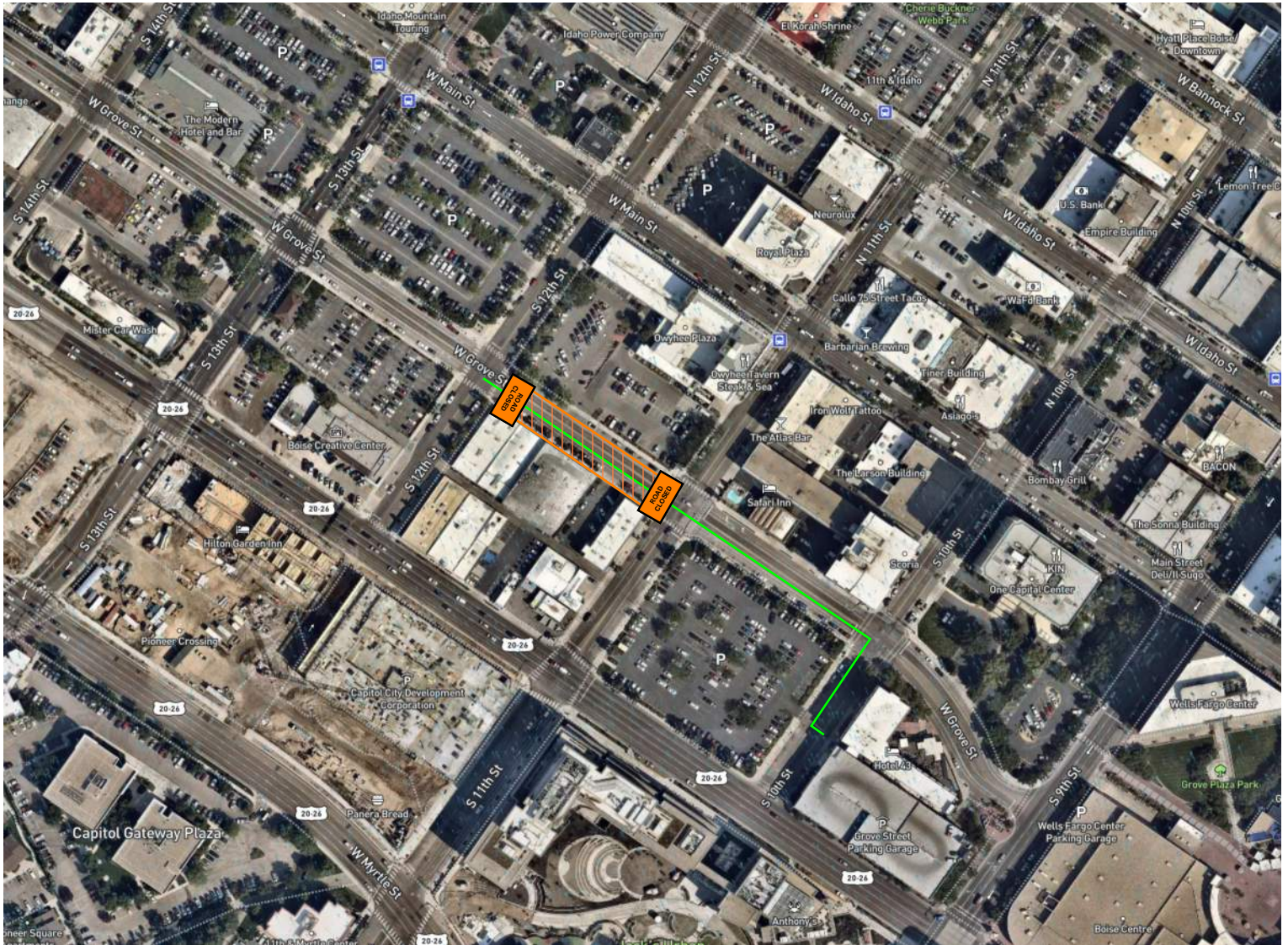
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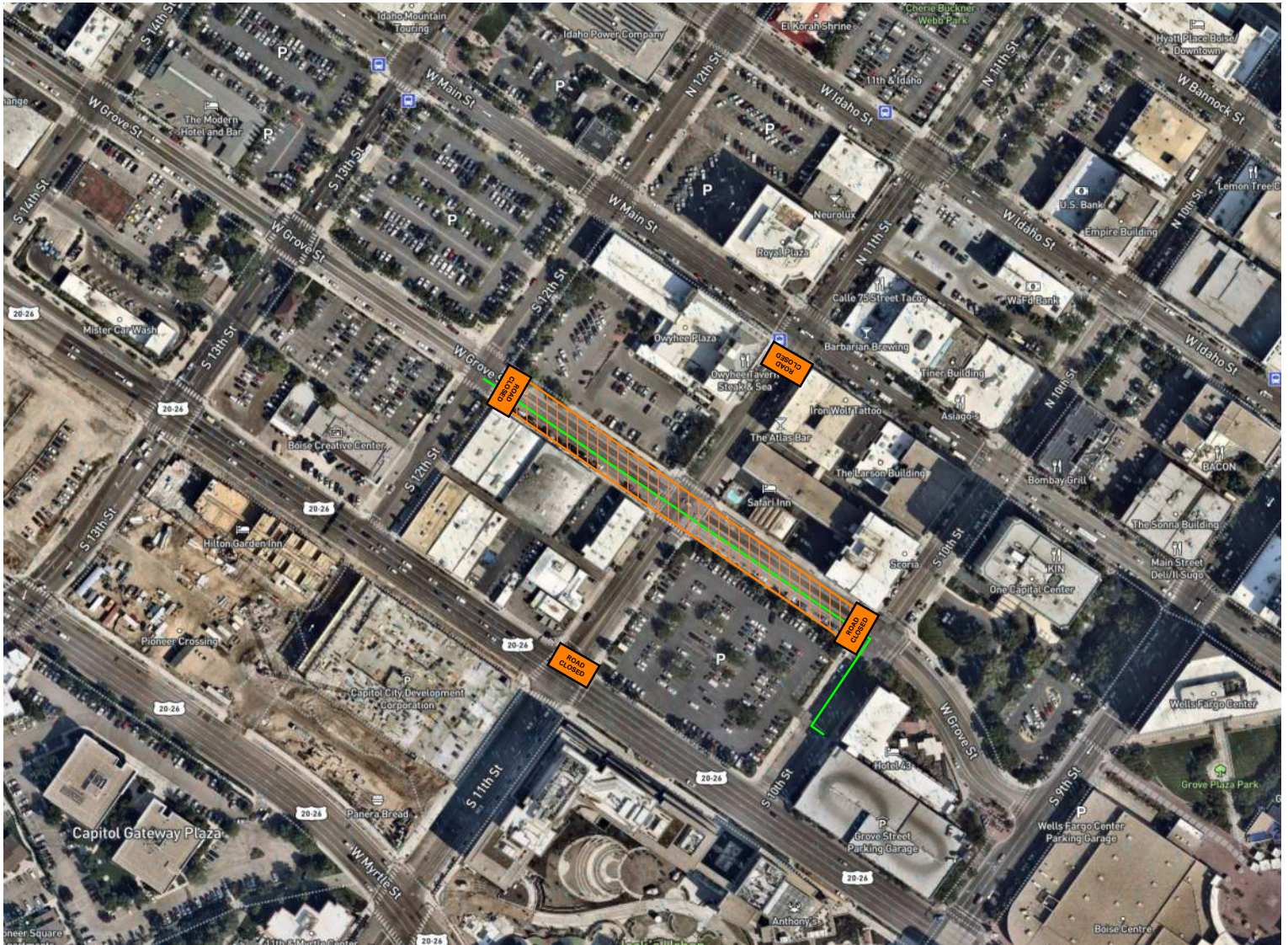
GROVE STREET TRAFFIC CONTROL PHASE I- 12TH STREET INTERSECTION



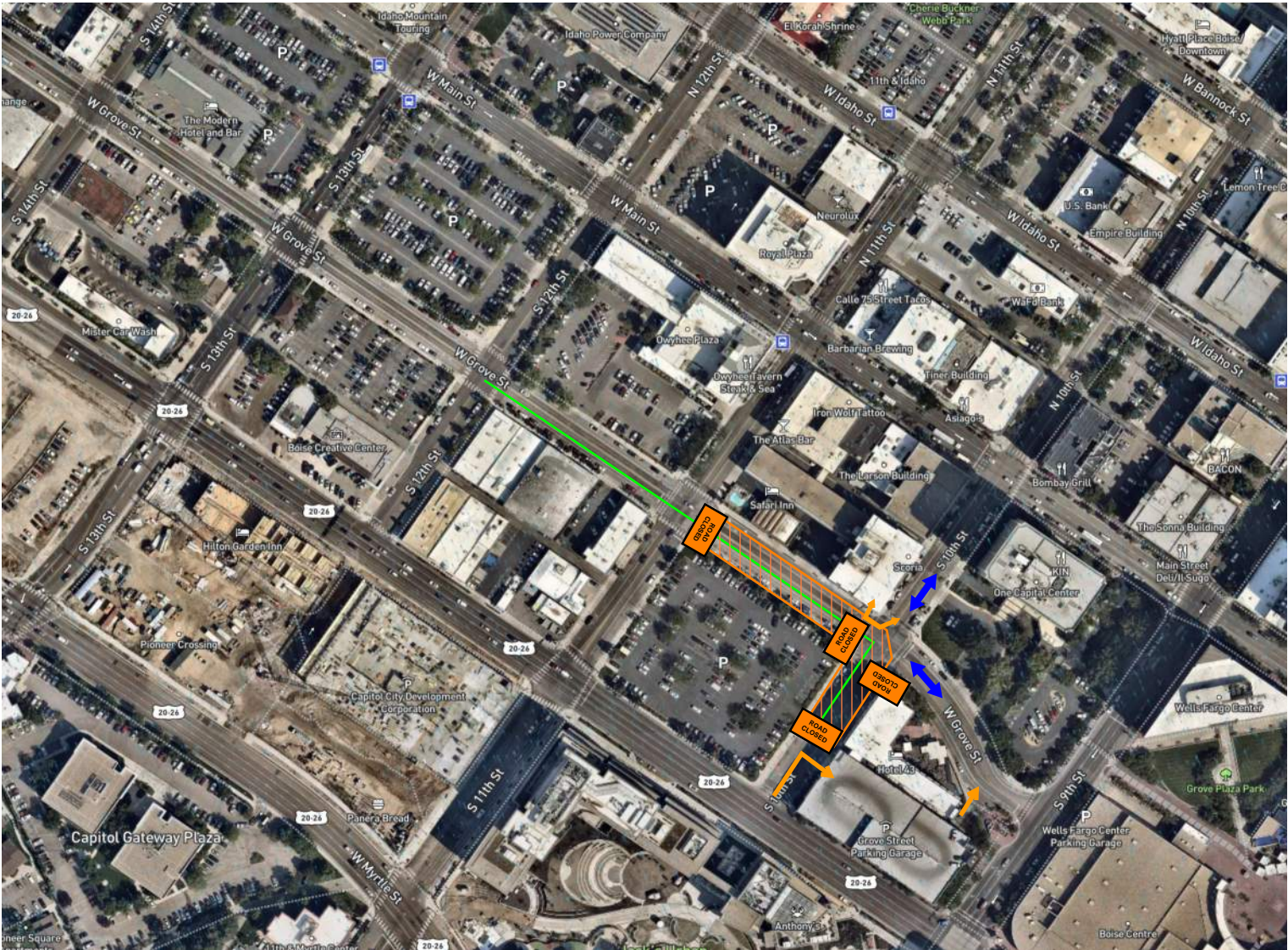
**GROVE STREET
TRAFFIC CONTROL
PHASE II- GROVE 11th to 12th STREET**



**GROVE STREET
TRAFFIC CONTROL
PHASE III- 11TH STREET INTERSECTION + GROVE 10th to 12th STREETS**



**GROVE STREET
TRAFFIC CONTROL
PHASE IV- 10TH STREET INTERSECTION + GROVE 10th to 11th STREET**





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AGENDA BILL

Agenda Subject: CONSIDER: Resolution No. 1787 approving Jensen Belts Associates as Landscape Architect of Record and approving Task Order 19-008 for schematic design of the 521 W Grove Street Public Space Project.		Date: October 10, 2022
Staff Contact: Karl Woods Senior Project Manager Kathy Wanner Contracts Specialist	Attachments: A. Resolution No.1787 B. Task Order 19-008 C. RFQ Ranking D. JBA Statement of Qualifications E. Design Services RFQ	
Action Requested: Adopt Resolution No.1787 approving Jensen Belts Associates as Landscape Architect of Record and approving Task Order 19-008 for schematic design of the 521 W Grove Street Public Space Project.		

FISCAL NOTES

CCDC has adequately budgeted in FY2022 and FY2023 for the 521 W Grove Street Public Space in the River Myrtle-Old Boise Urban Renewal District. Task Order 19-008 approves the not-to-exceed amount of \$249,280. To prepare for any unforeseen changes that may affect the project's design budget, Resolution No.1787 authorizes a contingency of \$40,000 to allow the Agency Executive Director to address any additional design services.

BACKGROUND

The Old Boise Blocks on Grove Street is an area of the Old Boise neighborhood in downtown Boise where focused investment—both public and private—is underway. The general area is bounded by Main Street, Front Street, Capitol Boulevard, and 3rd Street. In 2020, CCDC facilitated the creation of a community-led vision for the Old Boise Blocks. The result of this outreach is the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report. The vision represents input from the public, key stakeholders, property owners, developers, and public agencies. The report has served as a foundation document for the programming and planning of public investments in the neighborhood, including the 521 W. Grove Street Public Space.

In December 2021, the Agency Board approved the purchase of a 0.21-acre parcel located at 521 W. Grove Street for the purpose of creating a public space that celebrates the multi-cultural aspects of the Old Boise neighborhood. CCDC is leading the development of the public space in partnership with the Boise Parks Department which will take long-term ownership of the public space upon its completion.

In September 2022, CCDC completed its selection process for a professional design team for the 521 W Grove Street Public Space Project. The RFQ was issued August 18, 2022 to four Landscape Architects on the CCDC roster, and proposals were received from two of the four firms. The proposals were evaluated and scored by a multi-agency selection panel in accordance with the criteria and procedures set forth in the RFQ; project approach, team composition including urban design and placemaking experience, key strengths designing public spaces and relevant project experience. The selection panel determined that Jensen Belts Associates was the best qualified and highest ranked proposer as the Design Professional of Record for the project. Reference Exhibit C for ranking and analysis.

Task Order 19-008 for Jensen Belts Associates includes work starting with a topographic survey, which will be used through the entire project, and then moving into public space programming, stakeholder engagement and conceptual design alternative analysis. Upon completion of Task Order 19-008, CCDC will negotiate additional Task Orders with Jensen Belts Associates to complete design review approval, construction documents and administrate construction of the project.

STAFF RECOMMENDATION

Adopt Resolution No.1787 approving Jensen Belts Associates as Landscape Architect of Record and approving Task Order 19-008 for schematic design for the 521 W Grove Street Public Space Project.

Suggested Motion:

I move to adopt Resolution No. 1787 approving Jensen Belts Associates as Landscape Architect of Record and approving Task Order 19-008 for schematic design of the 521 W Grove Street Public Space Project.

ATTACHMENT A
RESOLUTION 1787

RESOLUTION NO. 1787

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 TASK ORDER 19-008 WITH JENSEN BELTS ASSOCIATES FOR TOPOGRAPHIC SURVEY, STAKEHOLDER ENGAGEMENT, CONCEPT DESIGN AND ALTERNATIVES ANALYSIS FOR THE 521 WEST GROVE STREET PUBLIC SPACE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-008; AUTHORIZING THE EXECUTIVE DIRECTOR TO 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"), a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

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

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

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

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

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

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

WHEREAS, on December 13, 2021, the Board of Commissioners approved Resolution 1735 authorizing the purchase of 521 West Grove Street; and,

WHEREAS, in cooperation with the City of Boise, the Agency seeks to make certain transformative improvements and enhancements to the River Myrtle-Old Boise Urban Renewal District, including construction of a distinctive, ecologically focused urban space that will celebrate the historic culture of the area, provide a space for community and festival events, and contribute to economic development of the area while recognizing adjacent development; and,

WHEREAS, in August 2022 the Agency used a Request for Qualifications procurement process to select Jensen Belts Associates to provide the necessary design services for the Agency's planned 521 West Grove Street Public Space Project; and,

WHEREAS, Jensen Belts Associates has submitted a proposal to Agency to provide the professional services necessary to complete the tasks related to Topographic Survey, Stakeholder Engagement, Concept Design and Alternatives Analysis for the 521 West Grove Street Public Space Project; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-008 with Jensen Belts Associates to act on the behalf of the Agency as the Landscape Architect of Record for the 521 West Grove Street Public Space Project Topographic Survey, Stakeholder Engagement, Concept Design and Alternatives Analysis, 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 Task Order 19-008 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 Executive Director is hereby authorized to execute Task Order 19-008 with Jensen Belts Associates for an amount not to exceed TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$249,280), and further, is authorized to execute all necessary documents required to implement Task Order 19-008, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the professional design services detailed in Task Order 19-008 plus up to an additional \$40,000 for 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 APPROVED by the Urban Renewal Agency of Boise City, Idaho, on October 10, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

ATTACHMENT B
TASK ORDER 19-008



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

TASK ORDER #19-008

*Please use the Project Name and **PO# 230009** number on all project-related invoices.*

TO: Kimberly Siegenthaler, Principal
Jensen Belts Associates, PLLC ("CONSULTANT")
1509 South Tyrell Lane, Suite 130
Boise, Idaho 83706
208-343-7175
kim@jensenbelts.com

FROM: John Brunelle, Executive Director
Capital City Development Corporation ("CCDC")
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcboise.com

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services Agreement
AGREEMENT DATE: June 3, 2019

TASK ORDER DATE: _____
NOT TO EXCEED: **\$249,280**

1. PROJECT NAME: 521 West Grove Street Public Space Project

2. PROJECT DESCRIPTION:

In 2021, the owner of the property located at 521 West Grove Street engaged CCDC in discussions about redeveloping the parcel into an ecologically focused urban space that would celebrate the historic culture of the area. In December 2021, the Agency Board approved the purchase of the parcel for a future urban park.

CCDC intends to retain CONSULTANT to provide design services related to the urban park. CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks, including: topographical survey, public space programming, stakeholder engagement, concept design alternatives (public engagement through open houses, surveys, renderings, etc.), and produce the final

preferred design in coordination with the Parks Commission, City Council and CCDC Board, as outlined in Exhibit A.

3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)

CONSULTANT shall perform the Scope of Services as described in CONSULTANT’S proposal dated October 3, 2022, attached hereto as Exhibit A. CONSULTANT’S proposal includes proposed services from the SUBCONSULTANTS which are expressly included in this Scope of Services.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: ZGF Architects, LLC; Quadrant Consulting, Inc.; Agnew::Beck Consulting, and Stevens Historical Research Associates.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT’S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker’s compensation and employer’s liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT’S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS’ insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. COST; INVOICES

CCDC shall pay CONSULTANT for all services performed under this Task Order based on the Scope shown in attached Exhibit A. The total amount paid for this Task Order shall not exceed **TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$249,280)**. CCDC shall pay CONSULTANT based on time and materials, with hourly rates not to exceed those on file with CCDC. CONSULTANT is responsible for all payments to SUBCONSULTANTS, which shall be consistent with the not to exceed pricing included in Exhibit A. CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without the prior written approval from CCDC.

- (a) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, and travel-related expenses and shall be billed to CCDC at the actual cost to CONSULTANT with no markup. Reimbursable expenses are included in this Task Order's not-to-exceed amount of \$249,280.
- (b) Notice Required Prior to Overages. CONSULTANT shall notify CCDC if, due to unforeseen circumstances, CONSULTANT anticipates that costs for the Scope of Services are expected to exceed the not-to-exceed limit set for a request. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC and shall include the **PO# 230009** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice also shall specify current billing and previous payments, with a total of cost incurred and payments made to date.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of work (phased if necessary) by the end of August 2023. Further detail of CONSULTANT'S project schedule is outlined in Exhibit A.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. CONTRACT TERMS

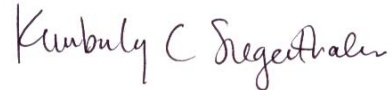
Terms of the on-call Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by the Parties with an effective date of June 3, 2019.

End of Task Order #19-008

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 10-4-2022

EXHIBIT

A: CONSULTANT's Proposal dated October 3, 2022

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	22035
PO #	230009
TO Term	August 31, 2023
Project Completion	May 31, 2025

EXHIBIT A

October 3, 2022

Capital City Development Corporation
Attn: Mr. Karl Woods
121 W Idaho Street #501
Boise, ID 83702



Re: **521 W. Grove Street Public Space Project**
Proposal for Consultant Services (Task 1-3 Phases)

Dear Mr. Woods:

I am pleased to respond with this proposal for the Task 1-3 design phases for the 521 W. Grove Street Public Space Project. The proposal considers the efforts of the following team members:

- Jensen Belts Associates (JBA): Prime Consultant providing all Administrative and Landscape Architectural technical services
- ZGF Architects: Urban Design/Design Lead Landscape Architect
- Agnew::Beck Consulting: Public/Stakeholder Outreach
- Quadrant Consulting, Inc. (QCI): Civil Engineering / Survey
- Stevens Historical Research Associates: Historical Consultant

PROJECT DESCRIPTION

The project area is composed of parcel R1013000560 located on the southeast corner of 6th and Grove St. and the right-of-way to the north and south of the parcel. The vision is to create a distinctive, urban space that will celebrate the historic culture of the area, provide a venue for community and festival events, promote economic activation, explore ecologically focused design and work within the urban fabric, and respecting proposed adjacent development. The key objectives of the project, as outlined in the CCDC RFQ, are consensus building public outreach, timely design process to meet 2025 district 'sunset' date, valuable inclusion of the Artiach Family into the design process, coordination of maintenance and operations with Boise Park and Recreation Department for completion hand-off, and deliver public space within the allocated budget.

BUDGET

As stated in the CCDC RFQ, the project budget is \$3.33M including all design costs, permitting cost, utility costs, and construction costs. CCDC is procuring a construction Manager/General Contractor (CM/GC) to assist in managing the budget and construction schedule. The Design Team will work with the CM/GC at 30%, 60%, and 99% drawing milestones to ensure that the design team remains on budget.

SCHEDULE

The design team will work to deliver the following within the timeline set forth by CCDC:

*Dependent on agency review schedule (to be determined).

- **TASK 1 – Topographic Survey** 1 month
 - Topographical Survey October 2022
 - Background Review October 2022
- **TASK 2/3 Stakeholder Engagement/Design Concepts** 10 months
 - Pre-concept/Programing survey preparation October 2022
 - Pre-concept On-line Public Survey open Nov-Dec 2022
 - CCDC – CM/GC Selection
 - City – Artist RFQ release
 - Process survey results December 2022
 - Develop Concept Alternatives Jan/Feb 2023
 - Artist selection/interviews
 - Concept Alternatives Open House March 2023
 - Develop Preferred Design March/April 2023
 - CM/GC Cost Estimating April/May 2023
 - Preferred Design Open House or Online Survey June 2023
 - Artist design
 - Parks Commission meeting July 2023
 - Informational to affirm direction
 - Arts & History Commission
 - City Council Work Session August 2023
 - Informational to affirm direction
 - CCDC Board – Informational Presentation August 2023

SCOPE OF SERVICES

The following outline considers that the Jensen Belts Associates will collaborate with the design team, CCDC, ACHD, Boise City, related utility companies, property owners, and the public in the finalization of a well-accepted site design including stakeholder and public consensus on 1 of the 3 concept design alternatives produced. JBA will manage all Design Team working coordination with Agnew:: Beck for Public/Stakeholder Outreach and ZGF for conceptual design alternatives. JBA will provide oversight for all Design Team members.

This proposal only includes fees and scope for Task 1-3 as stated in CCDC's 521 W. Grove Street Public Space RFQ. Upon completion of the Concept Design phase and Alternatives Analysis (Task 3), the extent of the project and associated costs will be clearly understood. This will enable the design team to establish an accurate proposal for the remainder of the project tasks: DR Review and Approval (Task 4), Design Development - 60% CDs (Task 5), Construction Documents - 99% CDs (Task 6), City of Boise Permit Review and Approval (Task 7), Final Construction Documents – 100% CDs (Task 9), and Construction Administration (Task 10). An additional proposal for these remaining tasks will be given after this completion of Task 1-3 as addressed in this proposal.

Below are the proposed fees for Tasks 1-3 Phases. See page 3 of this proposal for a breakdown of fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task 1 – Topographic Survey

Task 2 – Stakeholder Engagement

Task 3 – Concept Design (30% Design) and Alternatives Analysis

Jensen Belts Associates will complete the following scope for Tasks 1-3. JBA will lead and assist the Design Team to prepare and refine three concept design alternatives culminating in a selected preferred design concept ready to advance to Boise City Design Review (DR) submittal in upcoming tasks. JBA scopes includes:

- Organize weekly team coordination team meeting with documented meeting minutes and action items.
- Coordinate with Agnew::Beck to provide material for public pre-concept/programming survey preparation and opening. Assist in processing of survey results.
- Assist CCDC and City of Boise Arts & History in Call-for-Artist RFQ release, interviews, and selection.
- Assist ZGF in the production of three (3) design concepts for discussion with internal and external stakeholder groups.
- Assist the CM/GC in budgetary review of design concepts.
- Assist Agnew::Beck with Concept Alternatives Open House.
- Assist ZGF in analyzing concept alternatives open house feedback and refining concept into one (1) preferred design concept package. Assuring pedestrian and bicycle circulation, vehicle access, ADA requirements, site amenities, site furniture, pedestrian lighting, paving material, signage, grading, storm drainage, existing utilities, public art inclusion, and planting design are adequately addressed and documented within the preferred design package. Final concept to be confirmed by Boise Parks and Recreation Operations/Maintenance staff and the Artiach Family. Provide material for preferred design open house or online survey in collaboration with Agnew::Beck.
- Assist Agnew::Beck with Preferred Design Open House or Online Survey.
- Aid in Parks Commission meeting (informational to affirm direction).
- Aid in Boise City Council work session (informational to affirm direction).
- Aid in CCDC Board presentation (informational to affirm direction).

Consultant Team Fee Breakdown:

Jensen Belts Associates

Proposed Fee \$ 35,200.00

This fee is based on approximately 320 hrs of Senior Landscape Architect time at a billing rate of \$110/hr for the Jensen Belts Associates scope of work (Task 1-3 only) as described above. JBA will invoice on an hourly, not-to-exceed basis.

ZGF (see attached proposal)

Proposed Fee \$ 146,100.00

Consultant Team Fee Breakdown (continued):

Quadrant Consulting, Inc. (see attached proposal)	Proposed Fee \$ 28,900.00
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Agnew::Beck Consulting (see attached proposal)	Proposed Fee \$ 30,080.00
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Stevens Historical Research Associates (SHRA):	Proposed Fee \$ 9,000.00
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- Participation in project team meetings and public outreach.
- Assist team and City of Boise Arts & History Department on Call for Artist, interviews, and artist selection.
- Continuing education efforts on history of Old Boise Blocks through presentations or other means.
- Providing input on design concepts as they relate to historical themes.
- Continued/additional research on an as-needed basis.

This fee is based on approximately 60 hrs of time at a billing rate of \$150/hr for the SHRA scope of work (Task 1-3 only) as described above.

TOTAL PROPOSED FEES	Proposed Fee (Hourly, Not-To-Exceed) \$ 249,280.00
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The proposed fee is for an hourly, not-to-exceed amount. Work beyond these hours will be completed as additional services only with prior CCDC approval. If work proceeds faster than anticipated, a lower fee will result. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses are included.

ASSUMPTIONS

This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.

The design team looks forward to continuing the work on the Grove Street Project. Should the work scope and schedule meet with your approval, please facilitate a task order for Task 1-3 Package at your earliest convenience.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC



Kimberly C. Siegenthaler, RLA, ASLA
Principal



PORTLAND
SEATTLE
LOS ANGELES
WASHINGTON DC
NEW YORK
VANCOUVER BC

PARTNERS

Braulio Baptista AIA
Kathy Shaloo Berg AIA, LEED AP BD+C
Patrick Cotter ARCHITECT AIBC, AAA, OAA, SAA, INT'L ASSOC. AIA
Mark Foster AIA
Toby Hasselgren AIA
Ted Hyman FAIA, LEED AP BD+C
R. Doss Mabe FAIA
Mittra Memari AIA, LEED AP BD+C
Solvei Neiger AIA, ACHA
Victoria Nichols AIA, LEED AP
Robert Packard III ASSOCIATE AIA
Vladimir Pajkic AIA, LEED AP
Eugene Sandoval AIA
Karl Sonnenberg AIA, ACHA
Allyn Stellmacher AIA, LEED AP
Todd Stine AIA, DBIA, LEED AP BD+C
Sharron van der Meulen
Jan Carl Willemse FAIA, DBIA, LEED AP
Tim Williams AIA, LEED AP BD+C
James Woolum AIA, IDA

PRINCIPALS

Sue Ann Barton AIA, EDAC, LEED AP
Julie Bronder AIA
Justin Brooks AIA, LEED AP BD+C
Chris Flint Chatto ASSOCIATE AIA, LEED AP BD+C
Kristin Crain ASSOCIATE AIA
Milena Di Tomaso INT'L ASSOC. AIA, LEED AP BD+C
Janel Fausti IIDA, NCIDQ
Andrew Feinberg AIA
Nancy Fishman
Tami Fuller
Alan Gerencer LEED AP
David Grigsby AIA, LEED AP BD+C
Glen Justice AIA, LEED AP BD+C
Renee Kajimoto AIA, LEED AP
Charles Kelley AIA, LEED AP BD+C
Nolan Lienhart ASSOCIATE AIA
Brian McCarter FASLA, AICP
William McGee AIA, LEED AP
Josh Peacock AIA
Franco Rosete AIA
Douglas Sams AIA, CDT, LEED AP BD+C
Monica Schaffer
Richard Shiga
Nathaniel Slayton RA
Robert Snyder AIA, LEED AP
David Staczek AIA
Kip Storey
Kristina Winegar Thomsen AIA, LEED AP BD+C
Paddy Tillet FAIA, FAICP, LEED AP
Peter van der Meulen AIA, LEED AP

ZGF ARCHITECTS LLC
1223 SW Washington Street
Suite 200
Portland, OR 97205
T 503 224 3860
www.zgf.com

October 4, 2022

Kimberly C. Siegenthaler, Principal
JENSEN BELTS ASSOCIATES, PLLC
1509 S. Tyrell Lane, Suite 130
Boise, ID 83706

Dear Kim,

ZGF Architects LLC (ZGF) is excited to be a part of the 521 West Grove Public Space Project team and we look forward to continuing our partnership with Jensen Belts Associates, Quadrant Consulting and others for the integration of the vision into sound concepts to assist CCDC in background review, conducting stakeholder engagement and concept development, tasks outlined below, assumed to be completed in 10-months timeline. Based upon our discussion to date, we would like to propose the following team and fee for your consideration.

Task 1	Background review	October 2022
Tasks 2 and 3	Pre-concept/Programing survey preparation	October 2022
	Pre-concept On-line Public Survey open	Nov – Dec 2022
	CCDC – CM/GC Selection	
	City – Artist RFQ release	
	Process survey results	December 2022
	Develop Concept Alternatives	Jan/Feb 2023
	Artist selection/interviews	
	Concept Alternatives Open House	March 2023
	Develop Preferred Design	March/April 2023
	CM/GC Cost Estimating	April/May 2023
	Preferred Design Open House or Online Survey	June 2023
	Artist design	
	Parks Commission meeting	July 2023
	Informational to affirm direction	
	Arts & History Commission	
	City Council Work Session	August 2023
	Informational to affirm direction	
	CCDC Board – Informational Presentation	August 2023

The core ZGF team represents individuals who have experience working with city agencies as well as an interdisciplinary consultant team. Nolan Lienhart and Randy McGee will provide principal level overall design guidance and team management supported by Greg Matto as principal designer and senior technical architect. Debbie Chow will provide day to day project management and be the contact for the overall team. The core team will be supported by urban planners and designer staff as required to accomplish the tasks and goals of the project as we move through each of the work phases.



Kimberly C. Siegenthaler, Principal
October 4, 2022
Page 2

Based upon the schedule, and tasks listed, ZGF is proposing the following fee for urban design services under Tasks 1 through 3. We have broken the fee down by design and concept development, meeting and presentation material production and included the approximate number of hours and hourly rate required for the design work. This includes:

Tasks 1-3	Hours	Hourly Rate	Fee
Concept development, design, coordination and production	610	\$165	\$100,650
Coordination meetings, and stakeholder engagements	135	\$165	\$22,275
3D modeling, rendering and production	250	\$90	\$22,500
Principal peer review	3	\$225	\$675
Total	998		\$146,100

Again, we thank you for this opportunity to join with Jensen Belts Associates as the Urban Design consultant for the 521 West Grove Public Space Project. Feel free to call with any questions regarding the above.

Sincerely,
ZGF Architects LLC

Nolan Lienhart, Director of Planning and Urban Design

Acceptance of Proposal

Kimberly C. Siegenthaler, Principal
JENSEN BELTS ASSOCIATES, PLLC



September 27, 2022

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

**RE: 521 W. Grove Street Public Space Project
Proposal for Consultant Services (Task 1-3 Phases)**

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal for the Task 1-3 design phases for the above named project.

TASK 1 - TOPOGRAPHIC SURVEY

The general extent of the proposed survey is the area composed of parcel R1013000560 and the right-of-way to the north and south of the parcel. The survey will extend at least 25 feet beyond the proposed project start and end points. Quadrant Consulting Inc. (QCI) will also survey the street curb and striping 50 feet beyond the project start and end points, to accurately depict traffic lanes. The completed survey drawing will include existing known utilities, record property information, above ground features, and sufficient elevation information for planning purposes and, ultimately, to complete a grading and civil design plan for the project area. The completed topographic survey will be provided in PDF and AutoCad formats.

TASKS 2/3 – STAKEHOLDER ENGAGEMENT | CONCEPT DESIGN

QCI will work closely with the design team, who will be performing landscape architectural services and site layout. Utilizing base drawings provided by the landscape architect and modifications put forth by Boise Parks and Recreation, CCDC, Boise City, and/or ACHD feedback, QCI will provide the design team with technical assistance to allow for the development of conceptual design drawings sufficient to submit to Boise City for design review. We anticipate that all drawings will be drafted by others.

Technical assistance to be provided by QCI will generally consist of the following:

1. Review the effect that proposed layouts will likely have on the existing grading and drainage infrastructure.
2. Determine estimated work limits based on anticipated grading and drainage impacts.
3. Evaluate potential impacts to existing utilities.
4. Determine utility service improvements or other requirements.
5. Coordinate with the design team to present streetscape concepts to CCDC, Boise City, Ada County Highway District, and stakeholders.

This fee is based on approximately 170 hours of Project Engineering time. Based on previous experience with streetscape projects, we anticipate that currently unknown issues and/or project

modifications will affect our overall project scope. Work beyond 170 hours can be completed as additional services with prior written consent at the CCDC approved rates.

REIMBURSABLE EXPENSES

Items such as reproductions, mileage, courier fees and copies of large format plans will be billed as reimbursable expenses at actual cost. The above fees include reimbursable expenses.

TOTAL FEE

Quadrant Consulting proposes to complete all work outlined in this proposal on a Time and Materials basis, including reimbursable expenses, for the below estimated fees. Based on previous experience with these types of projects, we anticipate that currently unknown issues and/or project modifications will affect our overall project scope. Therefore, we respectfully reserve the right to re-allocate project costs as needed between the line items provided.

Project Topographic Survey	\$5,500
Project Schematic Design and Design Review	\$23,400
Total Fee	\$28,900

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QUADRANT CONSULTING, INC.



Nicholas Kraus, PE
Principal



Ricardo Zavala, PE
Principal

PROPOSAL ACCEPTED

Authorized Signature

Date

Capital City Development Corporation (CCDC) 521 West Grove Street Public Space Agnew::Beck Cost Estimate		Principal Planner + Facilitator		Visual Communications, Publicity + Web Design		Project Manager		Total
Estimate update 10.03.2022		hours	rate	hours	rate	hours	rate	
			\$180		\$135		\$120	
TASK 2: Stakeholder Engagement								
2.1 Conduct a pre-outreach meeting with the City of Boise to identify city priorities and goals for the park to ensure that CCDC and the City of Boise are on the same page about the future of the park to help ensure a smooth city approval process. At this meeting the City and the project team will determine how the outreach for art and park planning concepts will be delineated and interface with the rest of the planning and development process. This task also includes time for ongoing project management.		10	\$1,800	0	\$0	12	\$1,440	\$3,240
2.2 Pre-Concept/Programming online public survey – Agnew::Beck will lead the development of the pre-concept/programming survey with the assistance of JBA. This task will include a meeting with the CCDC project team and the City of Boise to review questions and associated distribution plan to ensure broad and representative participation.		10	\$1,800	2	\$270	36	\$4,320	\$6,390
2.3 Concept Design Alternatives Open House – Agnew::Beck will lead the development, planning and facilitation of a public open house aimed at collecting stakeholder and public feedback related to concept design alternatives for the park site. This task includes meetings with CCDC to prepare for the open house and a open house promotion plan to help increase meeting participation.		20	\$3,600	8	\$1,080	32	\$3,840	\$8,520
2.4 Preferred Design Public Survey or Open House – Agnew::Beck will lead the development of a second public survey aimed at collecting feedback on the preferred concept designs created in the alternative development part of the process. This task includes meetings with the CCDC team to review questions, publicity, and desired survey outcomes. AB will also develop a survey distribution plan to ensure broad and representative participation. If desired this task could be shifted to a public open house rather than an online survey at CCDC's discretion.		10	\$1,800	4	\$540	36	\$4,320	\$6,660
2.5 Work with JBA to present the findings of the stakeholder engagement and concept design process to the Parks Commission, City Council and CCDC Board.		16	\$2,880	2	\$270	16	\$1,920	\$5,070
Expenses								
Total for Task 2		66	\$11,880	16	\$2,160	132	\$15,840	\$29,880
Expenses								\$200
TOTAL **		66	\$11,880	16	\$2,160	132	\$15,840	\$30,080

ATTACHMENT C

RFQ RANKING



RFQ: 521 WEST GROVE STREET PUBLIC SPACE

GGLO | The Land Group

Jensen Belts | ZGF

<p>Project Approach {3 pages max} Describe how the Design Team will accomplish the complete Scope of Work. Are there modifications the Design Team would propose to the scope to achieve success on this project? Highlight the competitive advantages that the Design Team offers. Show advantages that make this team the preferred partner for the specifics of this project.</p>	<p>Take no exceptions to the scope? CMGC collaboration from the start is either a good idea or shows lack of estimating ability. Not sure there are a lot of challenges existing from the pandemic. The team has a lot of project experience in the area/neighborhood.</p> <p>Proposed digital online public charrettes in addition to public surveys, which have proved effective on other projects.</p> <p>Overall was a little vague in the "how" response.</p> <p>Prioritize space activation and sustainably sourced plant materials.</p> <p>Proposed that the CM/GC be brought on to price alternatives prior to then being shared publicly. Agreed. Team brings a lot of shared knowledge and experience within the general Old Boise area.</p> <p>appreciate attention to including CMGC from onset. Relevant experience up front. Awareness of other projects in the area and key stakeholders. Concerns about leadership and engagement throughout the project.</p>	<p>Great point about addition of this parcel seamlessly into a holistic public space for the neighborhood. Really appreciate addressing the project objectives, good understanding of what needs to be done.</p> <p>Same team as current Old Boise Blocks so has efficiencies in that they are already familiar with the historical findings and outreach efforts done to date.</p> <p>Consensus building was light on details - online and in-person workshops, open house outreach for community input.</p> <p>Seamless integration of adjacent streetscapes on Grove St. Appreciate the link to the project objectives in illustrating competitive advantage.</p> <p>Assisting A&H with a call to artists to have them be part of the process once programming complete. Good mention of Artiach Family involvement.</p> <p>good approach clearly versed in relevant issues, information not as clearly presented, objectives in the narrative speak back to visioning work.</p>
<p>Project Team {2 pages max} Provide basic information about the composition of the Design Team. List each firm and/or individual who will be responsible for each of the following disciplines and include a brief description of their experience on similar projects: Project Management, Urban Design/Placemaking, Utilities Coordination, Stakeholder Outreach, Landscape Architecture, Surveying, Structural Engineering, Geotechnical Engineering, Stormwater Engineering, and Electrical Engineering. Provide an Organizational Chart that depicts the Design Team members and the Design Team's relationship to CCDC and the authority having jurisdiction (AHJ). Identify the individual(s) who will be primary point(s) of contact.</p>	<p>Do like a lighting designer on board. Who's doing community engagement / outreach? Seems like a hole in the team for what we need. Don't like having GGLO as the lead, TLG will end up being the local lead, they should be the project lead.</p> <p>If this team is selected - I would explore having TLG serve as the project lead. GGLO isn't strong in project management (invoicing, contracting, and subconsultant management) and they will only be doing the heavy lifting in the beginning of the project.</p> <p>Good engagement and understanding of subconsultant needs for the project.</p> <p>Concerns over project management strategy as the Land Group has a key role throughout process.</p>	<p>Think there is a lot of value having familiar faces for the stakeholder group to reengage with. Really like having Agnew Beck on the team. Good to have SHRA on the team. This team has invaluable experience given their involvement with stakeholder engagement during streetscape improvements. Really good balance of skills and experience.</p> <p>Kim with JBA has strong project management skills and a great understanding of CCDC and local JHAs. Light on description of experience on similar projects.</p> <p>Knowing the experience of some of these folks, they could have better articulated the experience of the team with key stakeholders. The team is nicely aligned with the history of visioning in this area and could hit the ground running. Inclusion of historical professionals fits nicely.</p>
<p>Question and Answer {2 pages max} Answer each of the following questions: 1. Describe the approach your team will take to determine which historic content to celebrate at the public space. 2. Describe the approach and team organization you will employ to gain consensus on a preferred concept design alternative. 3. Describe your team's experience designing smaller, "pocket park" type urban public spaces. 4. Describe how your team will balance input from regulatory bodies and stakeholders.</p>	<p>1. Work with Arts & History to determine content? Yikes. 2. Decision tree to develop alternatives. Still wondering about CE. 3 Good they mention CPTED. 4. Fine, didn't say much.</p> <p>Good acknowledgement of the visioning work that has been done to date and the next steps as part of this design.</p> <p>Previous experience with A&H and support they can provide given limited staff/time.</p> <p>First step - gain understanding; confirm previously stated goals; decision-tree approach toward final design based on established priorities and parameters.</p> <p>Good understanding of pocket park characteristics and key things to consider.</p> <p>Renderings and visualizations.</p> <p>answers were clear and professionally presented. Appreciate the specific discussion of providing clear value based design elements to direct public outreach within pragmatic expectation. Dark sky attention is a nice touch. Detailed and specific acknowledgment of staff and stakeholder needs.</p>	<p>1. Good approach to historic content. This team developed the content to begin with. 2. Agnew Beck is exceptional at this. 3. Between JBA and ZGF, incredible experience with pocket parks. 4. "Balance" is exactly right.</p> <p>Excellent answer to Q1 - well thought out, good acknowledgement of work that's been done to date and path forward.</p> <p>Q2 - A public survey for establishing programmatic elements falls short on engaging with the community - is there a more interactive way to garner this feedback?</p> <p>Answers generally correct, less attention to detail than GGLO. Limited acknowledgement of managing expectations related to design and budget alignment and how it relates to engagement design.</p>
<p>Relevant Experience {5 pages max} Describe projects (completed or in progress) that represent relevant experience. Include a client reference for each. Projects should showcase expertise in urban public space design, experience representing history, and unique placemaking.</p>	<p>HUB project and Rupert. Why haven't I seen these?? Indian Creek is a great local project.</p> <p>Most projects were relevant - Rupert Square and Fremont Avenue was less relevant due to size and lack of history/placemaking elements.</p> <p>Inside working knowledge of stakeholder ecosystem very relevant examples of projects</p>	<p>They've done exactly what we need many times. Appreciate the amount of work regionally and locally as well as nationally.</p> <p>Relevant urban public space projects of similar size and with historical/placemaking elements.</p> <p>Relevant experience and knowledge of stakeholders. Engagement in visioning effort uniquely preps this team</p>
<p>Rank</p>	<p>2</p>	<p>1</p>

ATTACHMENT D

**JENSEN BELTS ASSOCIATES
STATEMENT OF QUALIFICATIONS**

September 7, 2022

Capital City Development Corp.
Kathy Wanner, CCDC Contracts Manager
121 N. 9th Street, Suite 501
Boise, ID 83702



521 WEST GROVE STREET PUBLIC SPACE REQUEST FOR QUALIFICATIONS FOR DESIGN PROFESSIONAL SERVICES

To the Selection Committee,

On behalf of Jensen Belts Associates and our design team, I am pleased to submit for your consideration our proposal for Professional Design Services for the 521 West Grove Street Public Space.

Thank you for the opportunity to submit this proposal. Please feel free to reach out with any questions at kim@jensenbelts.com or 208.343.7175. We look forward to being of service.

PROJECT APPROACH

Jensen Belts Associates has established a strong track record for high-quality, successful urban design in Boise during its past 40 years of practice. For the 521 West Grove Street Public Space Project, we have assembled the team we are currently working with on the CCDC Old Boise Blocks on Grove Street – Streetscape Improvement Project. We are a multi-disciplinary project team, made up of the best national and local expertise, including previous project experience in Downtown Boise and the project site. We are partnered with ZGF Architects LLP/Planning and Urban Design, Stevens Historical Research Associates, Agnew::Beck, Quadrant Consulting, Musgrove Engineering, and STRATA.

ZGF Architects LLP/Planning and Urban Design is a national multi-disciplinary practice with offices in Los Angeles, Seattle, Portland, Washington DC, New York, and Vancouver BC. One of the strengths of ZGF is the breadth of experience in designing at many scales in cities throughout the world. Working side-by-side with civic, community and private partners has allowed ZGF to design beyond the property line—addressing the complexities of building on tight urban sites, while creating an inviting and complimentary public realm with a strong sense of place and the ability to adapt to future developments. Stevens Historical Research Associates have conducted extensive historical research for the area, their research and analysis played a key role in the documentation of the 2020 Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report by CCDC with Agnew::Beck leading the effort in stakeholder engagements: interviews, visioning workgroup, public surveys and production of the final report. The Old Boise Blocks on Grove Street – Streetscape Improvement Project team delved further and continued to develop and design Grove Street, through multiple focused stakeholder interviews and engagements on event planning, multi-modal circulation and history, we are able to arrive at a preferred concept to move forward to the next phase.

We believe this as an ideal team, currently established and invested into the design of the adjacent streetscape project, to transition the addition of this parcel seamlessly into a holistic public space for the Old Boise Grove Street area and the larger Old Boise Blocks Neighborhood.

The RFQ states five project objectives as priorities to successfully execute the Old Boise community's vision of a public space where people can "connect with the outdoors, gather for community events, and celebrate the multi-cultural and historic richness of the neighborhood." Our team is committed to these project objectives and has competitive advantages, as described in the following pages, over others that may apply.

Project Objective 1:

Conduct a consensus building public outreach process in partnership with Parks Department that results in efficient Boise City Council and Planning and Zoning Approvals as well as community ownership around the design.

- » Our team includes Ellen Campfield Nelson from Agnew::Beck Consulting. Ellen has been instrumental in the visioning process for the Old Boise Blocks Neighborhood. Ellen and her team at Agnew::Beck lead the community outreach process for CCDC in 2020 that culminated in the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report. Agnew::Beck continued the community outreach efforts for the Old Boise Blocks on Grove Street Streetscape Project and is exceptionally familiar with the public, key stakeholders, property owners, developers, and public agencies involved thus far with the ongoing development of this area. Agnew::Beck and our design team will continue with this positive neighborhood rapport, in partnership and collaboration with Parks Department, utilizing online and in-person workshops and open house outreach to gather and assist interpreting community input. This vital information will be used to inform and guide design decisions that will result in a well-received community consensus and efficient Boise City Council and Planning and Zoning approvals.

Project Objective 2:

Complete the design process within 21 months and complete construction no later than May 2025. The closure or "sunset" of the River Myrtle-Old Boise urban renewal district ("ROMB") requires that this project meet these deadlines.

- » Currently our team is engaged in the Old Boise Blocks on Grove Street Streetscape Improvement Project since February 2021, our collected knowledge and insights will allow us to incorporate the 521 W. Grove Street property in the work scope and tie together the pocket park and streetscape as a whole, achieving efficiency in design execution and construction. Quadrant Consulting has completed extensive topographic survey of the surrounding ROW and adjacent properties that can be added on to work seamlessly together. Having an intimate and comprehensive background knowledge of Grove Street (including design of the Basque Block, Old Boise Block Streetscape, and C.M. Moore Park) along with invaluable past interaction and discussions with stakeholders and inter-agency representatives gives our design team a clear advantage on completing the design process within the set CCDC project schedule.

Project Objective 3:

Satisfy the CCDC objectives to the Artiach Family as outlined in the property's purchase and sales agreement.

- » Per the property's purchase and sales agreement "Buyer" (CCDC) intends to facilitate design and construction of the public improvements on the Property in order to recognize and celebrate the history, contributions, and culture of the diverse populations from the Property's historic Boise neighborhood". Our design team knows the importance of the Old Boise Blocks Neighborhood and the 521 property in the cultural and historical context of Boise's past growth and future development. It is imperative that the design of the 521 W. Grove St. Public Space reflects the needs of the current and future users but also talks to the past neighborhood occupants and the life they brought to this area. Having Stevens Historical Research Associates (SHRA) as part of our team will help actively bring this historic aspect to the forefront

of the design concepts. SHRA has compiled a vast amount of historic research our team can draw from for design inspiration. After the pre-concept and programming phase of the project, JBA and ZGF will work closely with Boise Arts and History to help facilitate a call-for-artist release to incorporate an artist into the design team to tell the historic story through public art. Bringing an artist into the team early in the design process helps integrate the public art into the folds of the overall theme and layout of the public space for a more comprehensive and cohesive design. The design team will ensure that the Artiach Family is part of the design process from start to finish and will welcome and value their input into the final design.

Project Objective 4:

Hand off the complete public space to the Boise Parks and Recreation Department with a clear operations and maintenance plan.

- » Jensen Belts Associates (JBA), along with our entire team, has extensive knowledge working with and handing over completed projects to the Boise Parks and Recreation Department. JBA has coordinated with Boise Parks on very large-scale city park projects, such as Esther Simplot Park, to the most recently completed Cherie Buchner-Webb Urban Park in Downtown Boise. Jensen Belts Associates has a great relationship with the Parks Department staff and will work hand-in-hand with their project managers and maintenance personnel from the beginning stages of design through project completion to ensure the materials specified (hardscape surfacing, plant material, furnishings, irrigation components, etc.) all meet Boise Parks operations and maintenance requests and requirements. Jensen Belts and the project design team will also conduct a project closeout training session on all the park components with the Boise Parks Department personnel to guarantee a smooth transition of ownership for a successful future.

Project Objective 5:

Deliver the public space within the allocated budget.

- » Our team is very excited to develop three (3) design concepts that incorporate input from the public/ stakeholder programming outreach. This effort will help identify uses, amenities, and the opportunities of the built environment can hold for this space. We will take this feedback and develop a variety of levels of public space configurations and proposed features. Working closely with the selected project CMGC, our team can make sure each design concept presented will meet the needs of the community and fit within the allocated budget without over promising design amenities and materials.

Beyond these stated objectives, Jensen Belts Associates believes our capable, award-winning team is the clear path forward to complete the Old Boise Blocks on Grove Street and the 521 W. Grove Street Public Space as a holistic community gathering place, with cultural and historic ties to the past, present, and future of Boise's original neighborhood.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC



Kimberly Siegenthaler, Principal

Primary Contact Information:

Jensen Belts Associates, PLLC
Kimberly Siegenthaler, Principal
1509 S. Tyrell Lane, Suite 130
Boise ID 83706
208.343.7175
kim@jensenbelts.com

PROJECT TEAM



CLIENT

**CAPITAL CITY
DEVELOPMENT CORP.**
PROJECT MANAGER

**CONSTRUCTION
MANAGER/GENERAL
CONTRACTOR**
TO BE DETERMINED

**LANDSCAPE ARCHITECT OF
RECORD/PROJECT LEAD**
JENSEN BELTS ASSOCIATES (JBA)
KIM SIEGENTHALER, RLA

URBAN DESIGN / PLACE MAKING

ZGF ARCHITECTS (ZGF) GREG MATTO, RLA

CIVIL ENGINEERING

QUADRANT CONSULTING (QCI) RICARDO ZAVALA, P.E.

PUBLIC/STAKEHOLDER OUTREACH

AGNEW::BECK (AB) ELLEN CAMPFIELD NELSON

HISTORICAL RESEARCH

STEVENS HISTORICAL RESEARCH ASSOCIATES (SHRA)
AMALIA BALDWIN, M.S.

ELECTRICAL ENGINEERING

MUSGROVE ENGINEERING (ME) KURT LECHTENBERG, P.E.

GEOTECHNICAL ENGINEERING

STRATA INC. DANIEL P. ZIMMERMAN, P.E.

PROJECT TASKS AND TEAM ROLES

PROJECT TASKS	JBA	ZGF	QCI	AB	SHRA	ME	STRATA
Public/Stakeholder Outreach	o	o		x			
Historical Research Integration	o	o			x		
Coordination with CCDC & AHJ	x	x	o	o		o	
CM/GC Coordination	x		x			o	
Preliminary Cost Analysis w/ CM/GC	x	x	o			o	
DR Approval	x	o					
Construction/Technical Documents	x		x			x	
Construction Administration Services	x	o	x			o	o
Construction Special Inspections	o		o				x

x Lead role o Support role

TEAM PERSONNEL

LANDSCAPE ARCHITECT OF RECORD • JENSEN BELTS ASSOCIATES (JBA)

JBA will act as the Landscape Architect of Record/Project Lead for the 521 Grove Street Public Space project. JBA will coordinate all administrative, logistical, work products, budget efforts, team management and communication with CCDC and the selected CM/GC.



KIM SIEGENTHALER, PRINCIPAL & PRIMARY POINT OF CONTACT

- 20+ years of landscape architectural experience, technical design and project implementation
- Significant public work in the Downtown area
- JBA has accrued 40 years of successful urban streetscape/festival block public space design

URBAN DESIGN / PLACE MAKING · ZGF ARCHITECTS



GREG MATTO, LEAD DESIGNER

- An astute designer with national and international experience and a broad knowledge in designing signature, street-based public realm spaces
- His projects have resulted in award-winning parks and plaza spaces that foster social interaction and enhance our environment
- 20+ years of experience



DEBBIE CHOW, URBAN DESIGNER

- Deep experience in urban streetscape and public space design, collaborative process of working with colleagues, clients, public engagement events
- Particular expertise in design visualization and community dialogue on design alternatives
- 20+ years of experience

CIVIL ENGINEERING, SURVEY · QUADRANT CONSULTING, INC. (QCI)



RICARDO ZAVALA P.E., CIVIL LEAD

- Either directed or been involved with the engineering design efforts on a number of past CCDC projects over the last 10 years
- Completed topographic surveying for a good majority of Downtown Boise, allowing QCI the ability to quickly update topographic information as needed for the project area



NICK KRAUS, P.E., PROJECT DESIGNER

- 20+ years of experience working on CCDC projects
- Design input and quality assurance reviews as necessary throughout project design and implementation

PUBLIC/STAKEHOLDER OUTREACH AGNEW::BECK CONSULTING



ELLEN CAMPFIELD NELSON

- Well-honed communication and problem-solving skills to establishing strong working relationships and trust with communities and organizations
- Orchestrated, led and document visioning worksessions for the Old Boise Blocks Neighborhood



AMALIA BALDWIN, M.S., HISTORY ADVISOR

- An environmental historian with a background in anthropology, environmental science and history.
- Conducted historical research for the Old Boise Blocks on Grove Street visioning exercise.
- Experience in research analysis and communications, critical to assisting Arts and History Commission for call for artist and type of public art.

ELECTRICAL ENGINEERING MUSGROVE ENGINEERING



KURT LECHTENBERG, P.E., ELECTRICAL DESIGN

- Will provide full-service electrical engineering to the project, including coordinating electrical service connections within the project site with Boise City Public Works
- Will develop construction documents and specifications for all electrical and lighting infrastructures



DANIEL P. ZIMMERMAN, P.E., GEOTECHNICAL DESIGN

- Will provide all geotechnical engineering services needed
- Strata provided geotechnical and construction services for numerous infrastructure-related projects with CCDC and City of Boise
- 18+ years of geotechnical engineering and materials testing experience

GEOTECHNICAL ENGINEERING STRATA INC.

QUESTION & ANSWER

1: DESCRIBE THE APPROACH YOUR TEAM WILL TAKE TO DETERMINE WHICH HISTORIC CONTENT TO CELEBRATE AT THE PUBLIC SPACE.

In the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report produced by Agnew::Beck and Stevens Historical Research Associates, five historical themes emerged from their extensive and thoughtful research:

- » Mixed-Use,
- » Irrigation,
- » Transportation,
- » Industry, and
- » Neighborhood.

These themes were further explored and substantiated by our design team during the Old Boise Blocks on Grove Street Streetscape Improvement Project. Four Cultural and Historical Interpretation District Themes were presented to the public/stakeholder group with site element examples each theme may be developed into:

- » Old Boise Blocks Neighborhood,
- » The Human Journey,
- » Boise Uncovered, and
- » Growth on Grove

The Old Boise Blocks Neighborhood scored the highest among the public/stakeholder outreach survey conducted by CCDC and Agnew::Beck.

Moving forward, our team plans to revisit these themes and take on a holistic perspective at who contributed; established and built downtown Boise; what took place in these blocks in more recent history; and how they have evolved into the Boise we see today. We plan to capitalize on the unique qualities and input shared to create a public space that respects the existing environment, encourages new uses and strengthens the fabric in which they become integrated. Working with a consortium of neighborhood stakeholders, local cultural and historical experts, by means of public outreach forums, our team is confident an exciting story can be told to celebrate this unique neighborhood public space. The story will welcome qualified artists and candidates to be part of the creation of this unique space.

2: DESCRIBE THE APPROACH AND TEAM ORGANIZATION YOU WILL EMPLOY TO GAIN CONSENSUS ON A PREFERRED CONCEPT DESIGN ALTERNATIVE.

With Agnew::Beck as lead on stakeholder outreach and engagement, a public survey will be organized to establish initial programmatic elements for the public space. Existing and future developments in the area will be made known, along with site context projected for the future, during the week and an event, and any other key elements to note. The survey will be conducted on-line and promoted through social media and public display campaigns, reaching all Boiseans. Based on the feedback from this preliminary public engagement for programmatic elements, the design team will develop three (3) design concepts to present to the public via an open house meeting and an on-line survey to gather feedback on options. Feedback and data will be gathered and synthesized to allow the design team to produce a preferred design option. This preferred design option will be presented and vetted at the final open house meeting with an on-line survey to reach a wider audience. The outcome will be a thoughtfully presented, well vetted, universally received schematic design of Boise's newest public pocket park.

3: DESCRIBE YOUR TEAM'S EXPERIENCE DESIGNING SMALLER, "POCKET PARK" TYPE URBAN PUBLIC SPACES.

Jensen Belts Associates has a long-standing history of creating some of the most recognizable urban public spaces in Downtown Boise. Most recently, Jensen Belts, along with Quadrant Consulting, Musgrove Engineers, and Strata lead the design team for CCDC to create and construct Boise's latest urban public space, Cherie Buckner-Webb Park. Located on a half city block at 10th and Bannock Street in downtown Boise, Cherie Buckner-Webb Park has quickly become the go-to outdoor gathering space and must-see destination

in Boise with its iconic “Gentle Breeze” interactive pink tree public art, open lawn green space, and enhanced amenities for a successful public urban park.

Site specific, Jensen Belts and Quadrant Consulting were instrumental in the design and construction of the successful Basque Block between Capitol Blvd. and 6th St. In addition directly adjacent to 521 W. Grove St. ZGF designed C.W. Moore Park at the corner of Grove and 5th St. which has been a Boise beloved pocket park for nearly 40 years. Each with their own special qualities to shine but will harmonize with Grove Street and its neighboring public spaces. The knowledge and history this team brings to this area to create the continuity between these projects is unmatched. These two spaces, special on their own, contribute to the uniqueness of the Old Boise Blocks on Grove Street.

Nationally ZGF has been part of numerous Pocket Park Designs as example Connecticut Avenue Overlook, in Washington DC. Transforming an under-utilized, left-over sidewalk to an exciting demonstration project of kinetic energy through footsteps in a high pedestrian travel area adjacent to Dupont Circle. Just under 1000 SF of new park space is interactive with daily use and programmed zoned, such as art installation, and music venues.

ZGF was also involved in the planning, design and construction of Columbia Heights Streetscape and Plaza Design. A historically- and culturally-rich neighborhood that has endured social unrest in the 1960s. The neighborhood continued to decline until the public and private sectors came together to revitalize the area. The outcome is a vibrant, safe neighborhood, with a unified public realm and plaza space. An artists was selected and collaborated to create a water feature and compelling solar lighting elements. This plaza space has been utilized for many uses, programmed space and events, including a farmer’s market, community music venue, and a popular gathering space for all ages especially during hot weather.

4: DESCRIBE HOW YOUR TEAM WILL BALANCE INPUT FROM REGULATORY BODIES AND STAKEHOLDERS.

Our experience from working with many regulatory bodies and stakeholders throughout the Old Boise Blocks on Grove Street Streetscape Improvement Project as well as many other Downtown Boise urban improvement projects, it is essential all the key players, public and private parties be at the table during the kickoff of each project. Projects run smoothest when all stakeholders are aware from the start, to be integral of the design process and weigh in on decision making during concept and through out the design phases. All design ideas can be heard, concerns vetted, and eventual handover fully understood by all public and private stakeholders alike. We understand that Boise Parks and Recreation will assume the ownership, operation, and maintenance of this finished public space so their input will be incorporated. Finding that balance between a dynamic, impactful public space and the future sustainability of the design’s features is key to its success.

RELEVANT EXPERIENCE

THE BASQUE BLOCK BOISE, ID



Client: Capital City Development Corporation

Reference:
Phil Kushlan, Former Executive Director,
208.433.8429, pkushlan@fiberpipe.net

Team Members:
Kim Siegenthaler, JBA; Nick Kraus, QCI

Relevant Features:

- » Created a destination for the Basque Community
- » Merges historic and new development, connecting to the downtown pedestrian network
- » Design focuses on active modes while accommodating limited vehicular access
- » Cross section supports festival setup and performances



COLUMBIA HEIGHTS STREETSCAPE WASHINGTON, DC



Client: Government of District of Columbia and Department of Transportation (DDOT)

Reference:

Faisal Hameed, Manager, Transportation Policy & Planning, 202.671.2326, faisal.hameed@dc.gov

Team Members:

Greg Matto, ZGF; Debbie Chow, ZGF

Relevant Features:

- » District streetscape improvements and public gathering space. Unique paving design, planting and street trees to unify neighborhood.
- » Literal and artistic elements integrating history and art can be found along the 1.5 miles project area: cultural references expressed in mosaic pattern; neighborhood stories retold on custom cast iron manholes along the sidewalk; light sculptures using solar panels to power lighting and fountain operation with recirculating water to the plaza; cultural and history markers can be found throughout the district embracing the future, while celebrating the past.

Client: PN Hoffman/ National Park Service

Reference:

Contact Otto Condon for client reference, 202.380.3015

Team Members:

Debbie Chow, ZGF ; Greg Matto, ZGF

Relevant Features:

- » Redesigned an under-utilized and inaccessible open space to provide accessible open space and connections between two neighborhoods
- » Public/private partnership. Developer agreement with National Parks to provide improvements.
- » Landscape improvements coordinated with National Parks to meet hardscape and softscape maintenance standards.

BANNEKER PARK WASHINGTON, DC



CHERIE BUCKNER-WEBB PARK BOISE, ID



Client: Capital City Development Corporation

Reference:

Amy Fimbel, CCDC Project Manager
(208) 384-4264 afimbel@CCDCboise.com

Team Members:

Kim Siegenthaler, JBA; Ricardo Zabala, QCI,
Kurt Lechtenburg, ME; Dan Zimmerman, Strata

Relevant Features:

- » Revitalizing, active public space to replace a surface parking lot.
- » Interactive, iconic public art center piece for significant placemaking and recognition.
- » Outdoor green space and plaza area for performances and gathering events.

Client:

JB Simplot Foundation, JRS Properties III LP, & SBP LLLP

Reference:

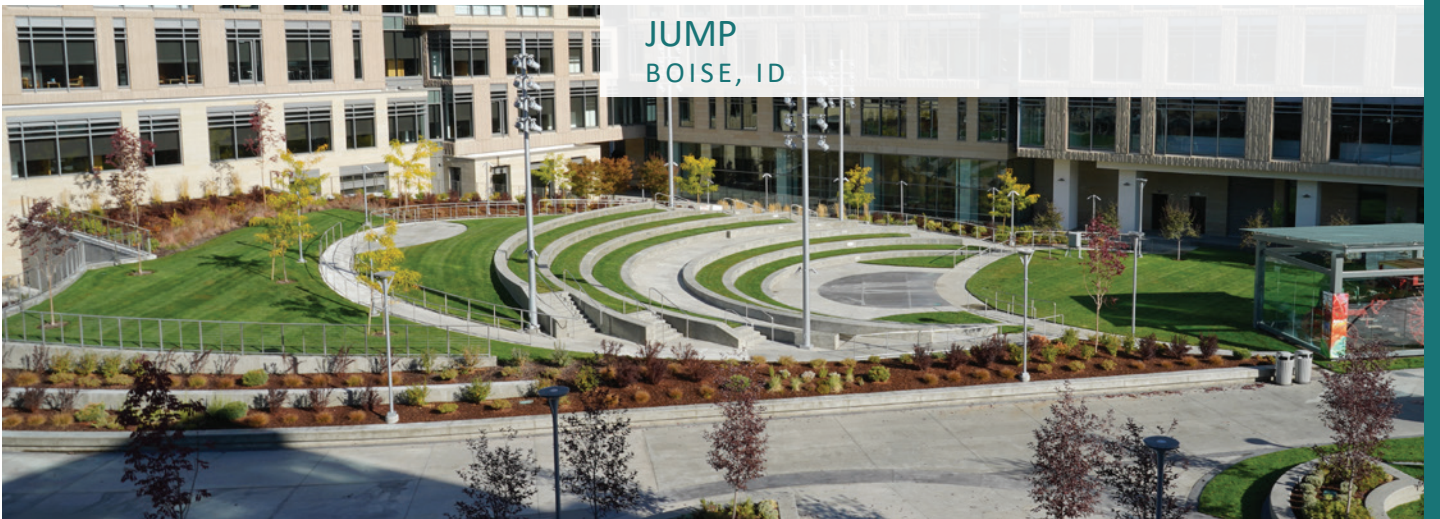
Mark Bowen, JUMP Project Manager (208) 639-6610

Team Member:

Kim Siegenthaler, JBA

Relevant Features:

- » 5-acre urban park built atop an underground parking facility.
- » Integration of the Simplot family's historic tractor collection to tie together the overarching agriculture theme of the park site.
- » Includes Pioneer Pathway connection, an event lawn, amphitheater, market circle, action zone with play equipment, interactive water splash pad, and sports court.



JUMP BOISE, ID

DIRECTOR PARK PORTLAND, OR



Client: Bureau of Parks and Recreation; Bureau of Transportation

Reference:

Zari Santner, Former Director, Portland Parks & Recreation, 503.816.4479, zarisantner@gmail.com

Team Member:

Brian McCarter, ZGF

Relevant Features:

- » Converted standard street and sidewalk to a pedestrian realm extension of the park while allowing vehicular access
- » Curbless environment with enhanced paving, lighting, bollards, planters
- » Programmable spaces at different scales with capacities for events large and small
- » Employed Green Stormwater Infrastructure



Client: Mitsui Fudosan, Co., Ltd

Reference:

Contact Yoshi Watanabe for client reference, 971.344.1632

Team Member:

Greg Matto, ZGF

Relevant Features:

- » Unique urban placemaking fostering a natural hub for community interaction and events
- » A LEED Platinum Neighborhood design acting as gateway to connected spaces
- » Stormwater reuse for district-wide irrigation and display
- » Multi-dimensional use of material for branding and illumination



KASHIWANOHA SMART CITY

KASHIWANOHA, CHIBA JAPAN

Award-winning plaza and signage competition currently under construction

CONNECTICUT AVENUE OVERLOOK WASHINGTON, DC



Client:

Golden Triangle Business Improvement District (BID)
and District Department of Transportation (DDOT)

Reference:

David Suls, former Senior Director of Planning and
Policy for Golden Triangle BID, 202-463-3517

Team Members:

Debbie Chow, ZGF

Relevant Features:

- » Pocket park with Public sidewalk at DuPont Circle
- » Use of innovative kinetic paving system generated by footsteps to power integrated lighting at seating, a sustainable approach to public space
- » Custom benches, planters and hardscape in cooperation with Sustainable DC, Golden Triangle and DDOT

Client: JBG Smith

Reference:

contact information upon request

Team Member:

Greg Matto, ZGF

Relevant Features:

- » Shared outdoor room and multi-use plaza access to office entry and hotel conference center
- » Flush paving system and plaza design. Planting and integrated trench drainage system on structure
- » Multi-dimensional use of material for branding and illumination purposes

500 L'ENFANT PLAZA WASHINGTON, DC



ATTACHMENT E
DESIGN SERVICES RFQ



Request for Qualifications for Design Professional Services 521 West Grove Street Public Space

Submissions Due: 3:00pm September 7, 2022

Introduction

In January 2022, CCDC purchased a 0.21-acre parcel located at 521 W. Grove Street for the purpose of creating a public space that celebrates the multi-cultural aspects of the Old Boise neighborhood. CCDC is leading the development of the public space in partnership with the Boise Parks Department which will take long-term ownership of the public space upon its completion.

CCDC is seeking Statements of Qualifications (“SOQ”) from four (4) of its prequalified design professional consultant teams (“Design Team”) to provide stakeholder outreach and design services to advance the previous visioning effort through construction for the 521 W. Grove Street Public Space.

Design Professional Services are to begin immediately.

Background

The Old Boise Blocks on Grove Street is an area of the Old Boise neighborhood in downtown Boise where focused investment—both public and private—is underway. The general area is bounded by Main Street, Front Street, Capitol Boulevard, and 3rd Street. In 2020, CCDC facilitated the creation of a community-led vision for the Old Boise Blocks. The result of this outreach is the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report, attached to this RFQ as Exhibit A. The vision represents input from the public, key stakeholders, property owners, developers, and public agencies. The report will serve as a foundation document for programming and design of the 521 W. Grove Street Public Space.



Project Objectives

The Old Boise community envisions a public space where people can connect with the outdoors, gather for community events, and celebrate the multi-cultural and historic richness of the neighborhood. In order to achieve this vision, the following objectives have been identified as priorities:

- Conduct a consensus building public outreach process in partnership with Parks Department that results in efficient Boise City Council and Planning and Zoning approvals as well as community ownership around the design.
- Complete the design process within 21 months and complete construction no later than May 2025. The closure or “sunset” of the River Myrtle-Old Boise urban renewal district (“RMOB”) requires that this project meet these deadlines.
- Satisfy the CCDC obligations to the Artiach Family as outlined in the property’s purchase and sale agreement, attached as Exhibit B.
- Handoff the completed public space to the Boise Parks and Recreation Department with a clear operations and maintenance plan.
- Deliver the public space within the allocated budget.

Project Description

The project area is composed of parcel R1013000560 and the right-of-way to the north and south of the parcel. Recent streetscape improvements to the west of the property on 6th Street shall be retained. The Phase 1 Environmental Site Assessment is attached as Exhibit C. The vision is to create a distinctive, urban space that will celebrate the historic culture of the area, provide a venue for community and festival events, promote economic activation, explore ecologically focused design and work within the urban fabric, and respecting proposed adjacent development.

The neighborhood is home to past, present, and future public and private development efforts. The design team will coordinate with and consider the following:

- There is a natural circulation path between the parking at the new developments at 202 S. 6th Street and 512 W. Grove Street. The design will need to acknowledge this and will need to consider right-of-way improvements to the alley at the south and coordination with streetscape improvements to the north. The streetscape improvement project is currently in the Design Review phase.
- The Design Team will acknowledge future development to the east of the project limits and will work with the developer to coordinate the projects and encourage active frontage onto the park.
- The Basque Center is contemplating improvements to its facility to help it integrate with the public and private improvements in the neighborhood. The Design Team will work with the Basque Center to understand the intent of the improvements. See Figure 1 below.



Figure 1: Anticipated 521 W Grove Project Limits and Adjacent Development



Interagency Collaboration

Boise Parks and Recreation will assume ownership, operation, and maintenance of the Public Space upon sunset of the RMOB district. As such, Boise Parks and Recreation is a critical member of the stakeholder group. CCDC and the City will help lead the outreach effort. The design will need to be thoroughly vetted and approved by Boise Parks and Recreation. Parks will need the Design Team's help generating materials for approval from City Council and the Parks Commission.



Project Delivery

CCDC intends to hire a Construction Manager / General Contractor (CMGC) to construct the project. The Design Team will work in collaboration with the CM/GC to provide information for cost estimating, scheduling, and other pre-construction tasks.

Stakeholder and Public Engagement and Property Owner Coordination

The Design Team will gather programmatic and design input from public and private stakeholders including nearby property owners, the prior owner of the parcel, and public agencies such as City of Boise (Planning & Development Services, Parks and Recreation, Arts and History, Public Works), and the Ada County Highway District ("ACHD") in order to prepare design concepts and to refine the ultimate preferred alternative.

The Design Team will be expected to coordinate with adjacent property owners and their future development plans. Irrigation requirements for landscaping within the property and adjacent rights-of-way will also need to be coordinated with Parks and Recreation.

Public Space Program

The Design Team will develop a public space program as the first step of the outreach effort. The program will help identify uses and activities that the space affords through amenities and the built environment and will serve as the roadmap for the design alternatives. The Design Team will work with CCDC and Boise Parks and Recreation to conduct an online public space program survey.

Concept Development and Alternatives Analysis

The Design Team will be required to develop up to three (3) design concepts which incorporate various levels of public space amenities, streetscape interface, and other anticipated features listed above. Each of the concepts will be vetted with stakeholders and the general public. The Design Team will provide a qualitative and quantitative comparative analysis of the concept design alternatives.

Public Art

The previous visioning work identifies the desire to include a variety of public art installations. The Design Team will work with the City of Boise Department of Arts and History to find appropriate locations for art installations and to accommodate public art installations in or adjacent to the public space. Arts and History will facilitate the procurement and installation of art through its established process.



Project Budget

The project budget is \$3.33M including all design costs, permitting costs, utility costs, and construction costs. The Design Team will work with the CM/GC at 30%, 60%, and 99% drawing milestones to ensure that the design remains on budget.

Project Schedule

Anticipated design schedule is shown in Exhibit D (bidding and construction-related activities included for reference only). This preliminary schedule is included to provide an idea of the timeframe in which this project is expected to be completed. Interim deadlines are tentative and can be adjusted to fit realities of workflow and the Design Team's schedule. The completion date is based on the **hard deadline** of the RMOB district closing in September 2025.

Project Approvals

The project approval list is included to provide a preliminary idea of the approvals the design team will need to achieve.

1. CCDC
 - a. Concept Design Alternatives – Board Approval
 - b. Final Design – Board Approval
 - c. Construction contract
2. City of Boise
 - a. Obtain Parks and Recreation Commission Approval
 - b. Obtain City Council Approval
 - c. Design Review Approval
 - d. Arts and History Commission Approval
 - e. Construction permitting (i.e., Building, Electrical, Grading, etc.)
3. ACHD
 - a. Right-of-Way Permits as required

Desired Services and Experience

As a high-profile project, CCDC seeks to hire a Landscape Architect of Record (LA) from its prequalified design professionals list and partner with an Idaho-licensed Civil Engineering firm familiar with ACHD processes and design requirements. CCDC also urges all respondents to consider partnering with firms specializing in urban public space design and/or stakeholder engagement firms specializing in outreach and consensus building.



Response Instructions

Please submit your Statement of Qualifications to Kathy Wanner, CCDC Contracts Manager, at kwanner@ccdcb Boise.com no later than **3:00 p.m. September 7, 2022**. Late submissions will not be considered.

SOQs cannot exceed twelve (12) pages in length, including the optional cover page or cover letter. A minimum font size of 11 shall be used. The SOQ must include the following information as it will be used to determine the best qualified Design Team for this project. Please keep in mind that your company profile, resumes, and other general firm information was collected and reviewed during the On-Call Professionals RFQ process; therefore, it is not requested as part of this process. This information, however, is requested of new or additional team members and sub-consultant partners. Please include and clearly label this new information in an Appendix to your proposal (it will not be counted towards the page total). In accordance with state law, information concerning rates and fees will not be considered in ranking the SOQs.

Optional Cover Page or Cover Letter {no points, 1 page maximum}

Project Approach {30 pts, 3 pages maximum}

Describe how the Design Team will accomplish the complete Scope of Work. Are there modifications the Design Team would propose to the scope to achieve success on this project? Highlight the competitive advantages that the Design Team offers. Show advantages that make this team the preferred partner for the specifics of this project.

Project Team {10 pts, 2 pages maximum}

Provide basic information about the composition of the Design Team. List each firm and/or individual who will be responsible for each of the following disciplines and include a brief description of their experience on similar projects: Project Management, Urban Design/Placemaking, Utilities Coordination, Stakeholder Outreach, Landscape Architecture, Surveying, Structural Engineering, Geotechnical Engineering, Stormwater Engineering, and Electrical Engineering. Provide an Organizational Chart that depicts the Design Team members and the Design Team's relationship to CCDC and the authority having jurisdiction (AHJ). Identify the individual(s) who will be primary point(s) of contact.

Question and Answer {30 pts total, 2 pages maximum}

Answer each of the following questions:

- 1) Describe the approach your team will take to determine which historic content to celebrate at the public space.
- 2) Describe the approach and team organization you will employ to gain consensus on a preferred concept design alternative.
- 3) Describe your team's experience designing smaller, "pocket park" type urban public spaces.
- 4) Describe how your team will balance input from regulatory bodies and stakeholders.

Relevant Experience {30 pts, 5 pages maximum} Describe projects (completed or in progress) that represent relevant experience. Include a client reference for each. Projects should showcase expertise in urban public space design, experience representing history, and unique placemaking.



Evaluation of SOQs

CCDC will create an Evaluation Team to evaluate the SOQs based on the responses submitted. The Design Team chosen as best qualified to provide the required services will be engaged under a Task Order in accordance with the firm's on-call contract with CCDC.

CCDC will not pay costs incurred in responding to this RFQ. CCDC may in its discretion cancel this process at any time without liability.

Thank you for your interest in meeting the needs of CCDC and the citizens of Boise. We look forward to receiving your Statement of Qualifications.

Proposed Scope of Work

It is anticipated that CCDC will negotiate separate Task Orders with the Design Team, combining related tasks as applicable.

Task 1: Topographic Survey

The Design Team shall produce a topographic survey of the proposed project site and surrounding areas with survey limits sufficient to determine tie-in to adjacent properties and adjacent rights-of-way as well as to determine stormwater routing and catchment areas. The survey will document the elevations of the existing ground, existing conditions, existing utilities, and other existing features needed to carry out other tasks in this scope of work.

Task 2: Stakeholder Engagement

The Design Team shall lead and create all content for stakeholder engagement activities to solicit input prior to developing concept design alternatives and will gather feedback on the designs prepared. This task includes assisting CCDC with presentations to the CCDC Board and the City of Boise and assisting CCDC in recruiting and promoting general public participation in outreach efforts (i.e. creating content and posting social media content).

Stakeholder engagement efforts are anticipated to include the following activities:

- Pre-Concept/Programming On-line Public Survey to establish initial programmatic elements. This program will become the roadmap for the Concept Alternatives.
- Concept Alternatives Open House and On-Line Survey
- Preferred Design Open House and On-Line Survey
- Presentation to Boise Parks Commission:
 - 1. Informational presentation to affirm direction
- Presentation(s) to Boise City Council – Up to two (2):
 - 2. Affirm preferred alternative
- Presentations to CCDC Board - Up to two (2) Work Sessions
 - 1. Work Session – Informational Alternatives
 - 2. Work Session – Final Approval



The Design Team will need to coordinate with adjacent property owners and the CM/GC to coordinate Public Space design with future development plans to assess design impacts and to coordinate construction-related schedules, road/alley closures, and other construction activities.

Task 3: Concept Design (30% Design) and Alternatives Analysis

The Design Team shall review previous studies and concepts developed for the project area, including but not limited to:

1. River Myrtle-Old Boise Plan
2. 2020 Old Boise Blocks on Grove Street Redevelopment Strategy Preliminary Findings Report
3. 2020 Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report

Based on review of plans and stakeholder input from the Online Programming Survey, the Design Team will develop up to three (3) concept design alternatives. Designs for the concepts will be developed to a level sufficient to convey general plan-view layout and proposed amenities. The Design Team will develop sections as needed to clearly communicate the design and a minimum of five (5) artistic renderings of the concepts for stakeholder outreach purposes.

Concepts should consider cultural history of the area, budget, pedestrian circulation, ADA requirements and opportunities, site amenities, site furniture, site lighting, materials, signage, grading, storm drainage, suspended pavement systems, and planting and irrigation design.

Identify a preferred alternative to move forward into preliminary and final design activities.

The Design Team shall prepare materials for City Approvals. The Parks Commission will affirm the design direction first, then the Design Team will help present the project at a City Council work session to affirm direction. Design Team to aid in presentation to CCDC Board as an informational item.

Task 4 – Design Review and Approval

After affirmation of the design with Parks and Council, the Design Team will submit a Design Review Application to the City of Boise and gain approval.

Design Team to coordinate with CMGC on cost estimate.

Design Team to aid in CCDC Board final presentation.

Task 5: Design Development (60% Set) and Utility Coordination

Based on input received during the previous tasks, the Design Team shall refine and progress the design of the preferred alternative. Prepare a draft specifications package. Conduct a preliminary design review meeting with AHJ.

Design shall be in accordance with ISPWC and all associated supplements by AHJ.



Design Team to coordinate with CMGC to provide a cost estimate. Design Team to work with CMGC to value engineer the project to be in conformance with established budget if needed. Plan set shall include plan view, sections and details for construction. May include site design, grading, electrical/mechanical, foundations, lighting, site furnishings, paving, stormwater and drainage, suspended paving systems, landscaping and irrigation as appropriate.

Task 6 – Construction Documents (99% Set)

Design Team will develop full construction documents and specifications. Conduct a final design review meeting with AHJ.

Design Team will coordinate with CMGC on cost estimate.

Task 7 – City of Boise Permit Review and Approval

Design Team shall prepare and submit Final Design to PDS for approval. Coordinate with Boise Planning and Development Services Department staff as necessary to obtain approval.

Task 8 – 100% Construction Documents (Final CD)

Design Team shall prepare final CD documents for bidding. All plans and specifications shall be sealed by a professional engineer licensed in the State of Idaho.

Task 9 – Assistance During Bidding

The Design Team will aid the CM/GC and CCDC in competitively bidding the proposed work. This includes:

- Providing drawings and specifications
- Answering questions during bidding and preparing any bidding addenda
- Assisting CM/GC and CCDC staff in assessing bid proposals
- Providing any other standard bidding services, as requested

Task 10 – Construction Administration

Design Team shall provide support to CCDC during construction, including but not limited to:

- Conducting a pre-construction conference with CM/GC, sub-contractors, utility companies, and AHJ
- Processing CM/GC pay requests
- Responding to Requests For Information (RFI)
- Coordinating materials testing with CM/GC and AHJ
- Regular on-site observation of construction progress, contractor performance and adherence to design, temporary traffic control requirements, and erosion and sediment control requirements.
- Assisting CCDC in preparation of Change Orders
- Administering material and product submittals, RFIs, ASIs, change orders, substitution requests, and shop drawings



- Rendering any interpretation or clarification necessary for the proper execution or progress of construction
- Documenting for CCDC all site visits and communications with the CM/GC
- Upon contractor request, conducting walk-through and preparing a 'punch list' of items to be corrected and completed.
- Providing final completion observation and certification
- Coordinating as-built and record drawings with the CM/GC

Other potential work not listed above:

- Project Management/Administration, including regular project status/update meetings with CCDC staff and other agency representatives, review of monthly invoices and preparation of progress reports.
- Attending regular meetings and coordination with CCDC, the CM/GC and AHJ
- Assisting CCDC in preparing license agreement(s) for ACHD and/or City of Boise
- Providing support materials for Arts & History Commission Public Art approval
- Acquiring permits through PDS (i.e., Building, Grading, Electrical, Stormwater)

End of Scope of Work



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AGENDA BILL

Agenda Subject: 1015 Main Street – Smith Block Building – Type 1 Participation Designation		Date: October 10, 2022
Staff Contact: Kassi Brown	Attachments: <div>1. Site Map</div> <div>2. Renderings</div> <div>3. Site Plan</div>	
Action Requested: Designate the Smith Block Building as eligible for One Time Assistance and direct staff to negotiate a Type 1 Participation Agreement with Smith Block, LLC for future board approval.		

Background:

Originally built in 1905, the Smith Block Building, located at 1015 Main Street, consists of two stories of approximately 7,381 square feet of space. The first-floor retail space will be renovated with the exterior of the building into a bar/tavern. Restoration costs related to the façade renovation work includes brick and sandstone restoration, parapet wall work, new windows, new retail storefront entry locations and historically accurate awnings. Following completion of the first floor and exterior, the second story space of approximately 3,693 square feet will be structurally reinforced with parallel beams and the addition of a new stairway to accommodate future use of the space into offices.

Plans from Smith Block, LLC owner Jade Stacey include marrying two important pieces of Boise history and bringing them together in a new location. The bar will be named “The Cub Tavern” after the original location on Capitol Boulevard, currently where Bar Gernika is located. The Cub Tavern was at this location from 1948 until the mid 1980’s. The original neon sign will be taken out of storage and adhered to the side of the Smith Block building.

The project is seeking a Type 1 Agreement in order to reimburse for restoration costs associated with the façade renovation work which includes:

- Replacing windows, doors and hardware
- Brick and sandstone repair & replacement
- Historically accurate awnings
- Construction of retail space system for windows and exterior columns
- Electrical work to include power for awnings, lighting and signage
- Demolition of non-historical façade elements and finish woodwork
- Prep and paint of all exterior wood elements

Per the Participation Program, the project must secure a perpetual building façade easement by Boise City Historic Preservation Commission in order to receive reimbursements for facade

restoration costs. The project received Design Review approval on June 1, 2022 and Design Review found the proposed façade renovation is sensitive to the historic nature of the structure. The Deed of Façade Easement was approved by City Council on October 4, 2022.

The Smith Block Building meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District Plan including redevelopment efforts, preserving historical elements and the creation of jobs.

Project Summary:

- Located mid-block at 1015 Main Street, between S. 10th and 11th Streets
- 7,000 sq. ft. bar/tavern
- Exterior renovations to restore historical façade
- Estimated 20 permanent jobs
- \$1,400,000 estimated total development costs
- \$200,000 estimated eligible expenses

Timeline:

- May 23, 2022 - Historical Preservation Commission Approval
- June 01, 2022 – Design Review Approval
- October 10, 2022 – Type 1 Designation
- November 14, 2022 – Type 1 Agreement Approval
- January 01, 2023 – Construction Start
- January 01, 2024 – Estimated Completion
- February 2024 – CCDC Reimburses Eligible Expenses

Fiscal Notes:

The project's estimated Eligible Expenses are \$200,000. The final estimate included in the agreement will set the not-to-exceed amount for reimbursement per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient funding for Type 1 grants in the Westside District in FY2024 to reimburse this project.

Staff Recommendation:

Direct staff to negotiate a final Type 1 Participation Agreement for future board approval.

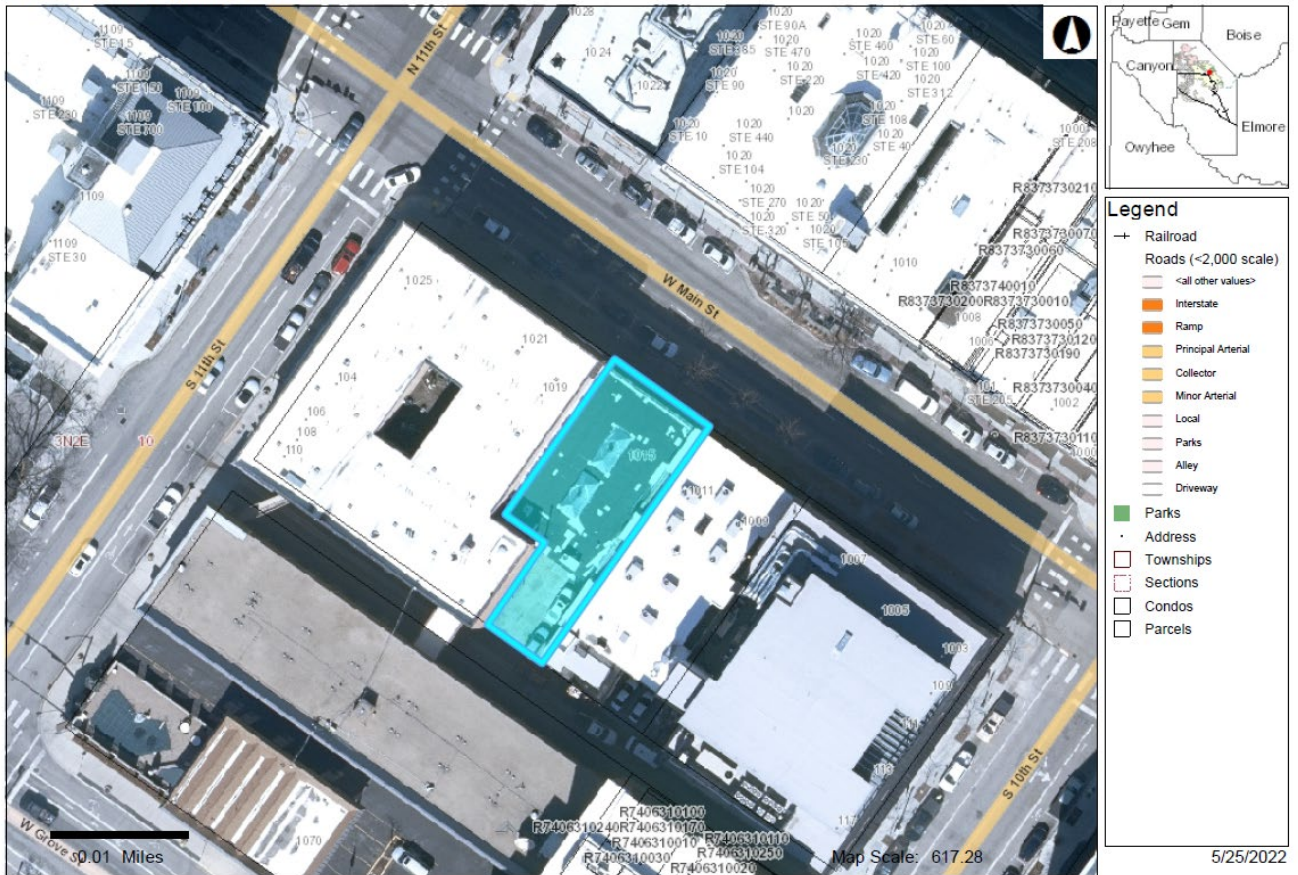
Suggested Motion:

I move to direct staff to negotiate a final Type 1 Participation Agreement with Smith Block, LLC for future board approval.

Attachment #1 – Site Map

Ada County Assessor

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



Attachment #2 – Renderings



Attachment #3 – Site Plan

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AGENDA BILL

Agenda Subject: 2618 W Fairview Ave– LOCAL Fairview - Type 2 Participation Agreement Designation		Date: October 10, 2022
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Designate the LOCAL Fairview as a project eligible for General Assistance Participation and direct staff to negotiating a Type 2 Agreement with LOCAL Acquisitions, LLC for future board approval.		

Background:

The LOCAL Fairview is a planned mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space. The project encompasses 1.4 acres at the northeast corner of Fairview Avenue and 27th Street and lies within the 30th Street Urban Renewal District.

This mixed-use project is being developed by Subtext, a St. Louis-based developer of residential and student housing projects with a proven track record of successful partnership with the Agency. Subtext owns and operates over 7,000 apartment units across the country, and this will be their third project in Boise. Most recently, the company has partnered with the Agency on the LOCAL Boise, a comparable project located in the River-Myrtle / Old Boise District which is scheduled to be completed this year.

The LOCAL Fairview will take the place of an existing car rental lot and a motel built in 1960. The existing Capri Restaurant on site will be preserved and has been incorporated into the design of the project. The project will have 271 total market rate residential units, ranging between studios to three-bedrooms. Structured parking on the first two floors of the building contains 272 parking spaces for use by the residents and the new commercial space. An additional 19 surface parking spaces are planned for the Capri Restaurant and over 270 bike parking stalls will be located throughout the project.

The project received Design Review approval in July of this year and the developer plans to begin construction March 2023 with an estimated completion of May 2025.

The public improvements eligible for CCDC funding include streetscapes along Fairview Ave and 27th St. These will include eight-foot-wide sidewalks, street trees, suspended paving systems, bioretention planters, streetlights, and landscaping. The project will also reconstruct an

approximately 240-foot public alley along the north side of the project. While this alley does not connect through to another public street, it will serve three properties to the north, all of which are likely to redevelop in the future. Making this improvement now will allow those properties to close off their direct accesses to Main St in the future and create an improved pedestrian and bike environment. The combined alley and streetscape costs are estimated at \$335,000.

Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. As part of the sewer upgrades, Subtext will construct an approximately 870-foot-long section of 15-inch sewer line from the northern edge of the property to the intersection of 25th St and Idaho St to the northeast. This line is a key component of the City's and CCDC's West End Water Renewal Plan which is upgrading the entire area's substandard infrastructure to serve this quickly redeveloping part of town. This section of pipe will eventually be utilized as a segment of the required force main serving all existing and future developments in the surrounding 125 acres. Altogether, these facilities associated with the LOCAL Fairview are estimated to cost \$880,000.

Subtext has requested designation for CCDC's Type 2 Participation Program, which is scored based on ten urban design categories. Preliminary review of the project scorecard shows that it will score approximately 183 points putting it in the Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years. This project meets the requirements of the Type 2 Program and promotes CCDC and City objectives to bring more housing options to downtown Boise.

Project Summary:

- 2618 W Fairview Ave
- 271 residential units
- 8,500 square feet of ground floor commercial space
- \$81 million Total Development Costs
- \$1.2 million Estimated Eligible Expenses

Timeline:

- July 2022 – Design Review Approval
- Sept 2022 – Applied for Participation
- TODAY – Type 2 Designation
- Dec 2022 – Type 2 Agreement Approval
- March 2023 – Construction begins
- May 2025 - Construction complete

Fiscal Notes:

The project has estimated Eligible Expenses of approximately \$1.2 million. Based on CCDC's Tax Increment generation equation, CCDC estimates that the project will generate \$460,000 annually beginning in FY 2026. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$368,000, until the not-to-exceed amount in the contract has been met or the four-year reimbursement term has finished.

Staff Recommendation:

Direct the Agency to negotiate a Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with LOCAL Acquisitions, LLC for future board approval.

Attachment #1 – Site Map



Attachment #2 – Renderings



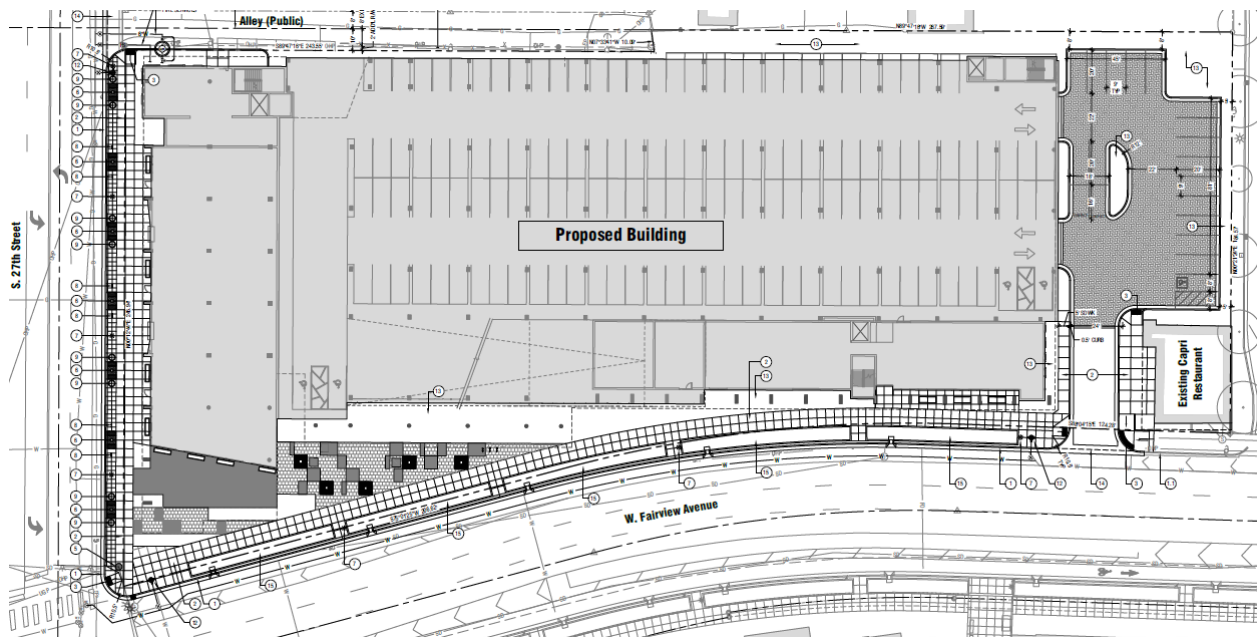
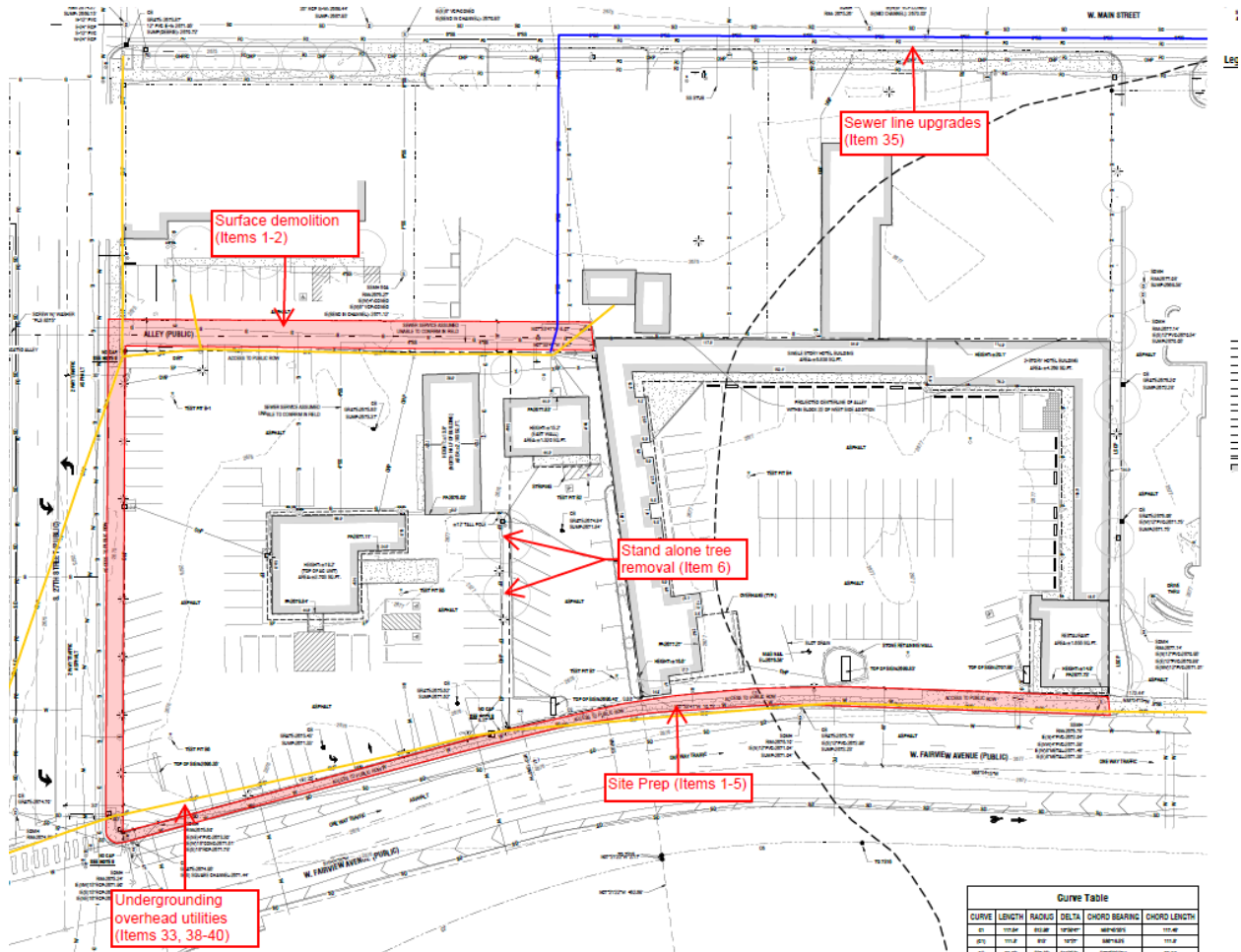
View of SW corner from 27th Street



View of NW corner from 27th Street

Credit: modus studio

Attachment #3 – Public Improvement Plan





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AGENDA BILL

Agenda Subject: 818 W Ann Morrison Park Dr – Capitol Student Housing – Type 2 Participation Agreement Designation		Date: October 10, 2022
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Designate the Capitol Student Housing as a project eligible for General Assistance Participation and direct staff to negotiating a Type 2 Agreement with the KC Gardner Company for future board approval.		

Background:

The Capitol Student Housing project is a planned mixed-use development comprised of a five-story building with 91 residential units, structured parking, and ground floor commercial space. The project encompasses 1.28 acres at the northwest corner of Ann Morrison Park Dr and Capitol Blvd within the Shoreline Urban Renewal District. This project is being developed by Gardner Company, a commercial developer with an extensive portfolio of office, multi-family, industrial, and mixed-use projects. Past successful partnerships with the Agency include the City Center Plaza and 8th & Main, both in the Central District.

The projects site is currently home to a vacant restaurant building and surface parking. Adjacent to the east of the property is a smaller commercial center which will be remain and share cross access with this new housing development. The project will have 91 total market rate residential units, ranging between two to four-bedrooms each, with 278 total bedrooms. With the proximity of Boise State University, these will be marketed towards students and leased out on a per-bedroom basis. Structured parking on the first floor of the building contains 78 parking spaces and an additional 11 surface spaces will be provided along Sherwood St to the east of the building itself. Two bike storage rooms provide secure spaces for residents and over 20 bike racks are being provided along the street frontages for public use.

The project received Design Review approval in April of this year and the developer plans to begin construction this upcoming winter, with an estimated completion of June 2024.

The public improvements eligible for CCDC funding include streetscapes and major utility upgrades for power, water, sewer, and fiber. As the site takes up nearly the entire block, over 800 linear feet of streetscape improvements will be installed along Ann Morrison Park Dr, Lusk St, and Sherwood St. Included with these improvements are sidewalks, street trees, suspended

paving systems, bioretention planters, streetlights, bike racks, and additional landscaping. Along Sherwood St a new sidewalk will be constructed where there are currently no pedestrian facilities, and an existing driveway is being relocated to provide a safer intersection design. The combined streetscape costs are estimated at \$350,000.

Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Altogether, these new or expanded facilities associated with this project are estimated to cost \$180,000.

The Gardner Company has requested designation for CCDC's Type 2 Participation Program, which is scored based on ten urban design categories. Preliminary review of the project scorecard shows that it will score approximately 141 points putting it in the Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years. This project meets the requirements of the Type 2 Program and promotes CCDC and City objectives to redevelop disused sites and bring more housing options to downtown Boise.

Project Summary:

- 818 W Ann Morrison Park Dr
- 91 residential units / 278 bedrooms
- Ground floor retail space
- 15 permanent jobs
- \$44 million Total Development Costs
- \$530,000 Estimated Eligible Expenses

Timeline:

- April 2022 – Design Review Approval
- Sept 2022 – Applied for Participation
- TODAY – Type 2 Designation
- Dec 2022 – Type 2 Agreement Approval
- Winter 2022 – Construction begins
- June 2024 - Construction complete

Fiscal Notes:

The project has estimated Eligible Expenses of approximately \$530,000. Based on CCDC's Tax Increment generation equation, CCDC estimates that the project will generate \$275,000 annually beginning in FY 2025. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$220,000, until the not-to-exceed amount in the contract has been met or the four-year reimbursement term has finished.

Staff Recommendation:

Direct the Agency to negotiate a Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with KC Gardner Company for future board approval.

Attachment #1 – Site Map



Attachment #2 – Renderings



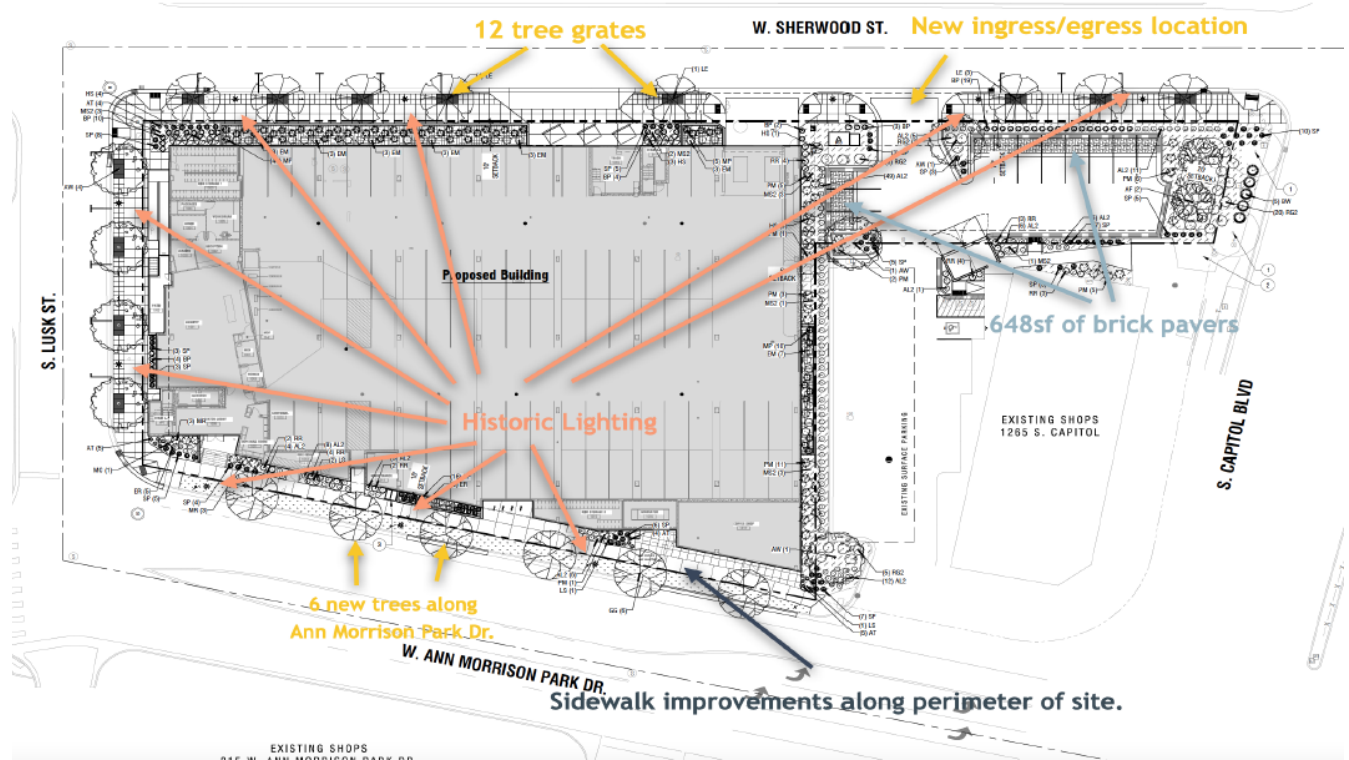
View of NW corner from Lusk St and Sherwood St



View of ground floor retail from Ann Morrison Park Dr

Credit: Babcock Design

Attachment #3 – Public Improvement Plan





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AGENDA BILL

Agenda Subject: Action Item: Resolution #1791 Approval of Participation Program Policy Update		Date: October 10, 2022
Staff Contact: Kevin Holmes Project Manager	Attachments: 1) Resolution #1791 including the Participation Program Update 2) Updated Participation Program policy documents	
Action Requested: Approve Resolution #1791 - Participation Program Policy Update.		

Background:

The Agency's Participation Program (Program) was adopted in March 2013 and has been updated on several occasions since then. The Program is designed to be statutorily compliant, financially sustainable, transparent, understandable, consistent, and expeditious. The Program successfully guides the Agency's public-private partnership project funding strategy. Since its inception, CCDC has invested \$70 million to leverage \$1.9 billion in private development: this equals over \$27 dollars of private investment for every \$1 dollar of Program funding.

At the June 2022 Board of Commissioners meeting, Agency staff presented a review of the Program and three situations prompting considerations for updates:

- 1) Continual improvements to the Program
- 2) Upcoming sunset of River-Myrtle Old Boise (RMOB) and Westside (WS) Districts
- 3) Establishment of the State Street District

In July, the Agency Board was presented with draft Program documents addressing these three areas of update, as summarized below. The goal of these updated policies is to proactively address these situations and align Program outcomes in support of the Agency's Capital Improvement Plan and its important work with partner agencies:

- 1) To increase the Program's effectiveness in enhancing the quality of development and catalyzing transformative projects, the Agency proposes:
 - The addition of project criteria to the Type 1 program reinforcing the intent to fund projects aligned with an urban renewal district's objectives; and
 - Defining Affordable Housing developed with Low Income Housing Tax Credits (LIHTC) and the participation of an additional public agency as eligible for Type 3 participation. This change would allow the Agency to fully participate in these projects, with the possibility for reimbursement immediately following project completion instead of over an eight-year reimbursement term.
- 2) To address the Agency's ability to meaningfully influence and participate in large housing projects completed near a District's sunset, the Agency proposes updating the Type 2 program to include an option to reimburse projects with funds programed in the Capital Improvement Plan when such projects meet Type 2 criteria and will be completed within two years of a District Sunset.

- 3) To fine-tune the Program to effectively incentivize projects aligned with the State Street District's unique transit-oriented focus and urbanizing context, the Agency proposes the creation of a State Street Participation Program based in the standard Program but with a specialized Scorecard, implementing and incentivizing design guidelines and policy recommendations developed through several plans and consolidated into the State Street District Framework Plan.

At its July 2022 public meeting, the Board affirmed the direction of the proposed Program revisions and provided feedback which has been incorporated into the final drafts on the following subjects:

- Investigate the ability to reimburse earlier or upon completion for targeted projects.
- Align with Blueprint Boise & other existing planning documents.
- Adjust the State Street Scorecard to incentivize affordable housing and design standards that go above and beyond standard City Design Review requirements.

Agency staff has shared the updated Program drafts with agency partners including the City of Boise and members of the development community.

Conversations with the development community included seven development groups with a wide range of experience and expertise. Of those, four are currently involved with projects along the State Street corridor, and plan to submit Participation Program applications soon. From these discussions, several updates to the drafts occurred:

- Revised definitions of many scorecard categories for increased clarity and accuracy.
- Reorganized and updated scoring of the new "Mobility" category.
- Updated the affordable housing definition to align with the most recent Federal definition.
- Updated the "Sustainable Building" section of the scorecard to reflect viable options that developers are considering when designing projects.

As part of the Agency's outreach and verification of the new State Street Scorecard, five early-stage projects located along the corridor were also analyzed using the new system to ensure that scores are properly calibrated to achieve the goal of incentivizing quality designs which meet the goals of the State Street Framework Plan. These projects included both market rate and affordable mixed-use and multi-family residential developments. Projects with desirable features, such as affordable housing and large investments in public infrastructure, scored high. Overall, the scoring functioned consistently and as intended. Notably, upon further discussion with some developers who did not score in the top category, they identified areas which could be improved within their own projects to obtain a higher score and reimbursement percentage. This demonstrated the scorecard is calibrated at an appropriate level to incentivize the overall goals of the State Street Plan as well as the Participation Program as a whole.

Comments and suggestions were also received from several departments within the City of Boise, including the Planning Department, Housing and Community Development, and Economic Development. This collaboration with the City ultimately resulted in changes primarily focused on aligning terminology and standards used throughout Program documents. Another notable outcome was the increase in points available for Affordable and Workforce Housing within the State Street Scorecard, a change which was also supported by the Agency Board at the July meeting. With these changes, all City departments were supportive of the final policy documents and found them to be in alignment with the City's strategic goals.

Fiscal Notes:

Adoption of the Participation Program Policy Update will have no direct fiscal impact. The changes to reimbursement timing and amounts will be accounted for within each annual budget and five-year Capital Improvement Plan. Individual projects and contracts will be brought to the Board for evaluation of partnership viability based upon the specific criteria within the Participation Program policies and context of that year's budget.

Staff Recommendation:

Approve Resolution #1791 approving the Participation Program Policy Update.

Suggested Motion:

I move to approve Resolution #1791 approving the Participation Program Policy Update.

RESOLUTION NO. 1791

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, ADOPTING AMENDMENTS TO THE AGENCY PARTICIPATION PROGRAM; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE AMENDED PARTICIPATION PROGRAM; 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, following the Act, the Agency previously adopted a Participation Program on March 11, 2013, which was then amended September 23, 2015, January 14, 2019, May 13, 2019, and May 10, 2021, each time being adjusted to show certain amendments that were needed; and,

WHEREAS, the Agency's Participation Program is crafted to be transparent, understandable, consistent, fast, and responsive in order to encourage private investment in downtown Boise; and,

WHEREAS, the Agency's Participation Program has been highly effective in achieving the stated goals since its adoption in 2013; and,

WHEREAS, the Agency's Participation Program may be amended from time to time, suspended, or terminated depending on the needs of the Agency; and,

WHEREAS, at its July 2022 public meeting, the Agency Board affirmed the direction of the proposed Participation Program revisions and provided feedback which has been incorporated into the Participation Program Policy Update; and,

WHEREAS, attached hereto as Exhibit A is an amended Participation Program prepared by Agency staff showing certain amendments needed by the Agency at this time, to wit:

- The addition of project criteria to the Type 1 program reinforcing the intent to fund projects aligned with an urban renewal district's objectives;
- Defining Affordable Housing developed with Low Income Housing Tax Credits (LIHTC) and the participation of an additional public agency as eligible for Type 3 participation;
- Updating the Type 2 program to include an option to reimburse projects with funds programed in the Capital Improvement Plan when such projects meet Type 2 criteria and will be completed within two years of a district's sunset;

- The creation of a State Street Participation Program with a specialized Scorecard, implementing and incentivizing design guidelines and policy recommendations developed through several plans and consolidated into the State Street District Framework Plan; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve adoption of the amended Participation Program to be effective immediately.

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 amended Participation Program, attached to this Resolution as Exhibit A, is hereby adopted to be effective immediately for all new Participation Program agreements entered into by the Agency.

Section 3: That the Agency Executive Director is hereby authorized to take all necessary steps to implement the amended Participation Program.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on October 10, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 10, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



CAPITAL CITY
DEVELOPMENT CORP



PARTICIPATION PROGRAM

Downtown Districts

– Westside, 30th Street, River Myrtle-Old Boise, and Shoreline –

Stimulating downtown development with public infrastructure.

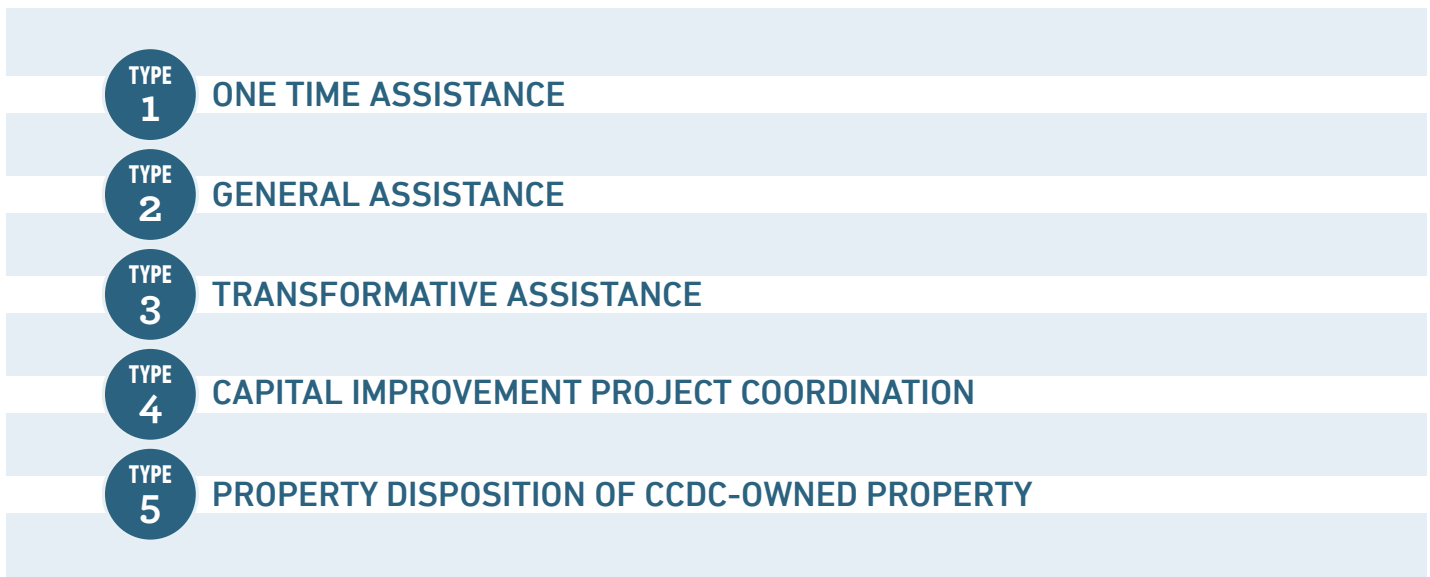
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OVERVIEW & GOALS

The Participation Program is CCDC's development assistance policy and is designed to advance the aims of urban renewal and economic development in downtown Boise, as well as goals identified for downtown Boise in the Boise City comprehensive plan, Blueprint Boise. The Program is crafted to be transparent, understandable, and responsive in order to encourage private investment in Boise. The Program is intended to be comprehensive providing both structure and flexibility in assisting development projects within CCDC's downtown urban renewal districts. Originally approved by the CCDC Board of Commissioners in 2013, the Program is the Board's policy on how CCDC funds public/private partnership projects. It is not an entitlement, and any project assistance requires CCDC Board approval and written agreement. The Program may be amended from time to time, suspended, or terminated, and also may be revised for future districts to fit the characteristics of different urban renewal plan areas.

The Program identifies five approaches to anticipated participation with development interests called "Types":



The primary goal of the Participation Program is to align resource use with CCDC's mission to ignite diverse economic growth, build active urban centers, and promote healthy community design achieved by pursuing the following key strategies:



STATUTORY FRAMEWORK

CCDC is enabled by two sections of Idaho Code (key excerpts provided):

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

"...It is found that there exist in municipalities of the state deteriorated and deteriorating areas which constitute a serious and growing menace..." "...It is further found and declared that certain of such areas, or portions thereof, may require acquisition, clearance, and disposition...in such a manner that the conditions and evils hereinbefore enumerated may be eliminated, remedied or prevented..."

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

"...It is hereby found and declared that there exists in municipalities a need to raise revenue to finance the economic growth and development of urban renewal areas, to encourage private development..., arrest the decay of urban areas..., promote needed public improvements..., facilitate the long-term growth of their common tax base..., encourage private investment..."

This enabling legislation informs everything CCDC does as an urban renewal agency. As such, the Participation Program provides a framework to promote compliance with Idaho law.

BEST PRACTICES

CCDC's Participation Program is anchored by Idaho Code and tailored to work in downtown Boise. However, there are some generally accepted best practices described by professional associations. These practices, guided by state law and coupled with actual experience in the business of redevelopment, form the basis of the Program. The following summarizes key ideas incorporated into the Program.

- Statutorily compliant participation (both letter and intent)
- Serves the public interest (legally eligible and politically sensible)
- Consistent with Boise City plans
- Consistent with the urban renewal district plans and other agency strategic policies
- Capped participation (within and typically below anticipated income collections of tax increment generated by the project)
- Proactive, agency-driven approach
- Ensures due diligence for larger projects (evaluate risks, financing, issues, conflicts, partners, capacity, experience, stakeholders)
- Ensures a transparent process
- Accountability (conduct financial analysis, determine identifiable community needs, assess potential project impact of larger projects)
- Accessibility (program is broadly available)
- Emphasizes early intergovernmental communication and coordination
- Program and contracts are publicly, proactively communicated
- Measures effectiveness of results
- Review Program regularly to adjust and improve
- All Participation Program Agreements are subject to CCDC Board approval
- All Participation Program Agreements are approved in public meetings
- Eligibility requirements to participate are clearly identified
- Eligible expenses are clearly defined and emphasize public improvements
- Scoring criteria uses clear, standardized approach
- Specialized ad hoc advisory teams may be used for review and advice on large projects or intergovernmental projects
- Maintain open records on program utilization and awards
- Actively promote program
- Administer program consistently
- CCDC funded improvements benefit the public at large and not one single project

ELIGIBLE EXPENSES

The Program can assist private and public development projects with improvements that benefit the public, or that are located in a public right of way. These are called Eligible Expenses. All Eligible Expenses are paid by the project owner/developer as expenses are incurred, with CCDC reimbursing for Eligible Expenses after the project is complete. CCDC will pay for public improvements as defined in the Boise City Streetscapes Standard manual or as approved by the City.

Eligible Expenses generally include:

- Sidewalks, ADA pedestrian facilities, street lights, and sidewalk furnishings (e.g., benches, bike racks, trash receptacles, etc.);
- Street paving, curb and gutter;
- Street trees, irrigation, planters and suspended pavement systems when required;
- Awnings located over public rights-of-way or a public easement area that meet the criteria outlined in the Program Definitions (see Section 9.e Walkability);
- Utility main lines and distribution facilities (e.g., electrical power, water, geothermal water, sewer, phone, fiber-optic internet);
- Certain expenses for façade restoration on buildings deemed to be of significant historic or aesthetic value and conditioned upon a perpetual building façade easement being accepted by the City of Boise Historic Preservation Commission;
- Public plazas or parks that meet the criteria outlined in the Program Definitions (see Section 5.c Connectivity) and which are approved by the Boise City Parks and Recreation Department and located in a perpetual public easement*;
- Public art when selected and approved by the City of Boise Arts and History Department as outlined in Program Definitions (see Section 9.f Walkability) and located in the public right-of-way or under an easement* or agreement with the City of Boise;
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case-by-case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right-of-way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance;
- Extended sidewalks areas/plazas that are approved by the Boise City Design Review and in a dedicated public easement area accepted by the City of Boise;
- CCDC may reimburse for general conditions/general requirements related to work on Eligible Expenses described above, limited to five percent (5%) of total actual Eligible Expenses.

The project including the associated public improvements must be approved by Boise City or appropriate public agency having jurisdiction (i.e. ACHD, ITD). Certain Eligible Expenses must meet specific criteria defined by CCDC's "Program Definitions" found within the Scorecard.

**See page 8 for more information on easements.*

INELIGIBLE EXPENSES

Ineligible Expenses:

- Expenses that encompass costs which are outside of the public improvements are not Eligible Expenses. Ineligible expenses include: design and engineering, permitting, mobilization, land costs (including costs of land in easements and dedicated rights of way), or a developer's profit/overhead/administration fee;
- New curb cuts and driveway approaches create new conflict points for pedestrians and cyclists and are generally not eligible for reimbursement. Exceptions to this include alley approaches and may include projects that consolidate or otherwise significantly reduce the number or width of previously existing driveways on a frontage.

EASEMENTS

If a public improvement is constructed outside of the right-of-way, it must be located within a permanent public easement in order to be considered an Eligible Expense. The easement must be accepted and recorded by Boise City or other public agency having jurisdiction prior to CCDC reimbursement.

If the improvements require an easement, participant must work with the appropriate Boise City department or other public agency to draft the easement agreement prior to CCDC Participation Program Agreement Approval. CCDC can help direct participant to the appropriate agency or City department contact.

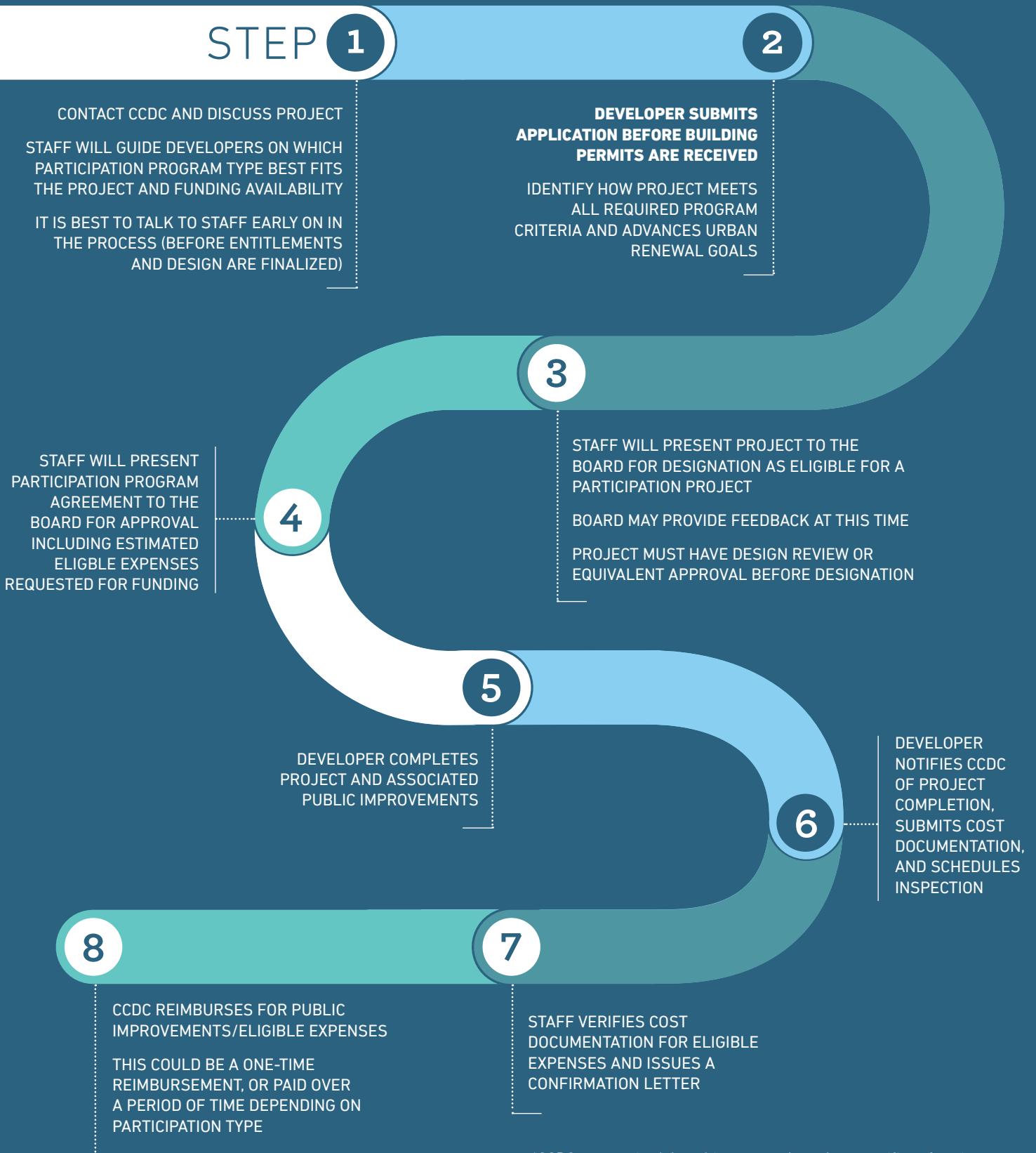
Improvements being made in an easement area should be predetermined in collaboration with CCDC and Boise City as part of the project design and need to be approved through appropriate Boise City department or review body channels.

It is recommended that developers include potential sites for public art in plans submitted to Design Review and include an estimate for public art in their application to CCDC. Public art attached to a building façade may require a license agreement instead of a public easement. Boise City Department of Arts & History will determine the appropriate agreement, which must be in place for art to be considered an Eligible Expense.

KEY PROGRAM CONDITIONS

- The improvements eligible for CCDC funding must be located in the public right-of-way or a permanent public easement area which is accepted by Boise City or public agency having jurisdiction.
- A project can only receive funding from a single Program Type and can only be approved for one Participation Agreement per development (i.e. a project cannot request additional funding several years later).
- CCDC will only reimburse for Eligible Expenses as approved by the CCDC Board and not otherwise paid for by another public entity.
- Program eligibility is at the sole discretion of CCDC and its Board of Commissioners.
- Parties seeking Participation Program assistance should contact CCDC as early in the development process as possible and preferably before design has been finalized.
- Applications must be submitted before building permits are obtained.
- Projects located on properties with delinquent property taxes are not eligible.
- All individual projects must advance urban renewal plans.
- The CCDC Board may consider a program exception if, in its sole judgment, certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements for a project.
- CCDC's contracts have been extensively vetted and will be used as the basis for all Participation Program Agreements.
- The following uses are ineligible activities and will not be considered for CCDC funding: bikini bars and sexually oriented businesses as defined by Boise City Code.

TYPICAL PARTICIPATION PROGRAM PROCESS



**CCDC may revise/alter this process based on specifics of project.*

TYPE 1: ONE TIME ASSISTANCE

OBJECTIVE: This program Type will provide resources of up to \$200,000 for public improvements and is intended to assist smaller projects on their own schedule, often triggered by a tenant improvement. The funding is based on a dollar for dollar match with the private developer's investment.

CRITERIA: Eligibility for a Type 1 (T1) is evaluated by how well the application advances the Agency's five key strategies and the associated adopted urban renewal plans. Agency staff and the CCDC Board will utilize the criteria below when reviewing applications. It is expected that projects will meet three or more of the below criteria, though flexibility is provided for unique properties and developments.

- Activation and redevelopment of dormant, disinvested, or deteriorating/deteriorated sites. This could include vacant land and buildings, surface parking, or other underutilized properties.
- Advances economic development goals of the district and catalyzes further investment. The creation of jobs and additional tax income brings benefits to the district at large.
- Advances specific goals of the subject district. For example, developing connections to the river in the River Myrtle-Old Boise District or the construction of mobility facilities in the State Street District. Consult with staff for direction of specific goals related to the district in which your project is located.
- Supports affordable and workforce housing for residents whose income is at or below Area Median Income.
- Promotes connectivity and mobility with the addition of new streets, alleys, pathways, sidewalks, bike infrastructure, or transit facilities.
- Construction of public amenities such as street furnishings, public art, or improvements related to public community gathering and event spaces.
- Alignment with other redevelopment efforts occurring in the nearby area. This could include public improvements such as street or utility upgrades or private developments which expand the impact of Agency funds.

ELIGIBLE EXPENSES: The T1 allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses.

TIMING: T1 applications can be submitted anytime throughout the year and are processed based on available resources set forth in the budget and Capital Improvement Plan. The applicant should submit before building permits have been obtained. T1 agreements will generally be considered for approval by the CCDC Board after approval of a design review or relevant development application that includes the proposed improvements. The project is typically seen by the CCDC Board twice: First, as an opportunity to introduce the project and request project "designation" as eligible for CCDC funding; and again to approve the T1 Participation Agreement.

TYPE 1: ONE TIME ASSISTANCE

REIMBURSEMENT: T1 projects are paid after project completion. The reimbursement for Eligible Expenses are defined in the Type 1 Agreement and is based on actual costs as documented after project completion. Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

The reimbursement will not exceed \$200,000 and will be based upon matching funds invested by the private developer. For example:

EXAMPLE	PRIVATE IMPROVEMENTS	PUBLIC IMPROVEMENTS	TOTAL BUDGET	CCDC REIMBURSEMENT
New Construction	\$1.2 million	\$300,000	\$1.5 million	\$200,000
Major Exterior Remodel	\$800,000	\$150,000	\$950,000	\$150,000
Minor Exterior Remodel	\$50,000	\$150,000	\$200,000	\$100,000
Public Improvements Only	\$0	\$150,000	\$150,000	\$75,000

TYPE 2: GENERAL ASSISTANCE

OBJECTIVE: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The Type 2 program is especially tuned to assist Affordable and Workforce/Mixed-Income Housing projects which are important to the long-term sustainability of downtown Boise. The Scorecard is a key feature of this assistance (pages 22-38). The legal parcel(s) constitutes the site for a project. However, at the CCDC Board's discretion, a phased development may be scored independently if this better advances program goals. The scoring criteria and point values are an extension of the statutory charge of urban renewal and the associated adopted plans, and are aimed at advancing the Agency's five key strategies. Scoring results are identified as Level A, B and C with Level A being the highest scoring Level. Please note that the attached Scorecard is used for downtown districts: River Myrtle-Old Boise, Westside, 30th Street, and Shoreline.

ELIGIBLE EXPENSES: The T2 allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses.

TIMING: While it is preferred that the application be made before or during project design in order to maximize a project's score, T2 assistance can be applied for at any time prior to obtaining building permits. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements. It can be helpful to obtain a Scorecard and discuss the project design with CCDC prior to submitting drawings to the City. The Scorecard incentivizes urban design, and a project could qualify for a higher level rating by making certain, sometimes minor, adjustments.

REIMBURSEMENT: T2 projects are paid upon completion of the project for a determined period of time and AFTER actual tax increment generated by the project has been received by the Agency. The T2 reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

Assistance is limited by the lesser of:

1. The agreed upon Eligible Expenses of the project; or
2. A portion of the project's tax increment value as determined by its Scorecard ranking for the qualified reimbursement term.

Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

TYPE 2: GENERAL ASSISTANCE

REIMBURSEMENT ESTIMATION: Although the reimbursement is from actual increment received from the project, CCDC can provide estimates of this payment based on the following formula.

REIMBURSEMENT ESTIMATION OF PAYMENT FORMULA		
NOTE: Estimates assume 80% of estimated project cost to account for variances which may occur. Project costs are defined as all costs of the project including, but not limited to: land, hard costs, soft costs, financing costs, fees and permits for on and off site work, public improvements, and buildings. Actual assessed values are determined solely by the Ada County Assessor.		
PROCESS	EXPLANATION	EXAMPLE
STEP 1	Start with projects Total Development Cost Estimate (includes land value)	\$10,000,000 Level A project
STEP 2	Subtract current assessed value = Added Tax Value	$\$10,000,000 - \$500,000 = \$9,500,000$
STEP 3	Multiply by 80% of Added Tax Value = New Project Value	$\$9,500,000 \times 80\% = \$7,600,000$
STEP 4	Multiply the New Project Value x Levy Rate* = Annual estimate of taxes generated by new project (TIF)	$\$7,600,000 \times 0.013 = \$98,800$ <i>*Levy Rate is adjusted annually by Ada County</i>
STEP 5	Multiply the annual tax estimate by the factor indicated by the Scorecard (this will be based on how the project scores and its eligibility for housing incentives, between 50-100% of tax increment) = Annual reimbursement estimation.	$\$98,800 \times 80\% = \$79,040$ Annual Reimbursement
STEP 6	Multiply the Annual Reimbursement amount by the qualified reimbursement term.	$\$79,040 \times 4 \text{ years} = \$316,160$ Estimated Total Potential Reimbursement

REIMBURSEMENT TERM: The Type 2 reimbursement typically begins 18-24 months after the Project is complete, at the point when the full assessed value of the project has been added to the Primary Tax Roll by the Ada County Assessor and the tax assessments have been paid.

The following chart explains the levels of reimbursement based on project type and Scorecard Level. Affordable and Mixed-Income/Workforce rental housing projects can qualify for extended terms, and Affordable projects can receive 20% of increment reimbursement in addition to the reimbursement factor determined by the project Level. See definitions below to determine eligibility.

TYPE 2: GENERAL ASSISTANCE

SCORECARD		
SCORE LEVEL QUALIFICATION	REIMBURSEMENT PERCENTAGE	MAXIMUM REIMBURSEMENT TERM
Level A Score: 140+ points	80% of Tax Increment	4 years
Level B Score: 120 – 139 points	50% of Tax Increment	4 years
Level C Score: 119 and below	0% of Tax Increment	n/a

RENTAL HOUSING DEVELOPMENTS			
SCORE LEVEL QUALIFICATION	QUALIFICATION	REIMBURSEMENT PERCENTAGE	MAXIMUM REIMBURSEMENT TERM
Affordable Housing (Low Income Housing Tax Credit project or equivalent)	Serving 60% and below Area Median Income (AMI) on average	Based on Scoring Level + 20% of Tax Increment	8 years
Mixed-Income/ Workforce Housing	Serving 100% AMI and below	Based on Scoring Level	6 years
All Other Housing	Serving 101% AMI and above	Based on Scoring Level	4 years

NOTE: T2 reimbursement cannot extend beyond the last fiscal year of the Urban Renewal District in which a project is located.

REQUIREMENTS FOR HOUSING DEVELOPMENTS TO QUALIFY FOR ADDITIONAL REIMBURSEMENT INCENTIVES:

1. Must meet either of the below definitions:

- A. **Affordable Housing:** Residential projects funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income on average in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards.
- B. **Mixed-Income/Workforce Housing:** Residential projects with 10 or more dwelling units in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards. Income qualified units must be integrated throughout the development with the market rate units, and there should be no visible difference between the income-qualified and market rate units from the exterior.

2. Must income-qualify residents

Income Qualification Requirements: In order to obtain an increased reimbursement term, the project must income qualify residents for the income restricted units. Income qualification must be verified at lease execution and at unit turn-over through the City of Boise's Housing and Community Development Division or equivalent Housing Authority (HUD, IHFA). The income qualification period will be negotiated on a project-by-project basis and will be, at a minimum, the CCDC reimbursement term.

TYPE 2: GENERAL ASSISTANCE

REIMBURSEMENT TERM EXCEPTIONS:

Occupancy Year: CCDC may consider utilizing what's known as the Occupancy Year, which reflects a pro-rated value, as the first year of increment available to the project for reimbursement in the following situations:

1. Affordable, Mixed-Income or Workforce Housing projects completed within the last six years of a District's term.
2. Projects completed within the last four years of a District's term.

CIP Resources: CCDC may program the 5-Year Capital Improvement Plan (CIP) with resources to assist T2 projects that reach completion within two years of a District's termination date. Contingent upon available resources set forth in the budget and CIP, participants may negotiate reimbursement schedules that fully reimburse Eligible Expenses before or by District termination. The CCDC Board has full discretion to approve negotiated reimbursement terms. The project must be complete 120 days prior to the District termination date in order to receive any reimbursement for Eligible Expenses.

Affordable, Mixed-Income or Workforce Housing: CCDC may negotiate reimbursement schedules meeting the definitions above to include Occupancy Year reimbursement or use of CIP resources.

Utilizing reimbursement term exceptions will be need-based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.

AGENCY CAPITAL PROJECT COORDINATION WITH T2S:

In situations where a T2 project site overlaps with an underway CCDC capital project, CCDC and the T2 participant may negotiate design coordination, construction schedules, and reimbursement terms and conditions with the goal of advancing the aims of urban renewal and economic development. This coordination may include the stipulation that work done in the overlapping sites may be reimbursed with terms and conditions similar to those used in Type 4 agreements.

TYPE 3: TRANSFORMATIVE ASSISTANCE

OBJECTIVE: The intent of the Type 3 (T3) program is to make available a more customized opportunity for transformative projects and to consider certain projects which don't otherwise fit well into the other program types. T3 participation is available to assist large public or private projects that the CCDC Board deems to be transformative in nature and of benefit to the community at large. Projects may be eligible for T3 participation if they meet the Affordable Housing definition in the Scorecard and include partnership(s) with other public entities that serve to provide housing and services to those most in need in our community.

In general, a transformative project is a higher value project that may include the construction of a significant public facility. The project should have a high likelihood of maintaining an enduring presence in the community. The goal for Intergovernmental/Public projects is to use limited district monies to leverage additional resources (federal, state, local, other) in the downtown revitalization effort. For example, matching a federal grant for construction of a project, or shared funding between intergovernmental units for construction of a public facility.

CRITERIA: The private to public investment ratio (private project cost divided by CCDC participation) for a transformative project should generally be 6:1 or higher. For example, a \$60 million private project coupled with a \$10 million public facility funded by CCDC would have a 6:1 private/public ratio.

EVALUATION: At the Executive Director's request, the CCDC Board may consider designating a project for T3 status and authorize formal evaluation. Projects considered for T3 assistance will receive a greater degree of scrutiny than those considered for T1 or T2 assistance. CCDC may pay for and conduct a financial feasibility study which may include a "but for" test: "but for" the CCDC assistance, is the project viable? This assessment may also identify Eligible Expenses for project participation and funding alternatives. CCDC may pay for and conduct an economic impact study or may require an examination of a developer project portfolio, financial capacity, and references, etc. CCDC will utilize the Scorecard and require the project obtain a certain score in order to achieve urban design goals of its urban renewal district. CCDC may require community/stakeholder outreach. The project should produce a net positive gain for the community after any public participation. All final T3 agreements require CCDC Board approval.

ELIGIBLE EXPENSES: See page 6. Soft costs may be included in intergovernmental, Public-Public projects.

TIMING: Many of the timing elements of T3 assistance are determined on a case-by-case basis.

REIMBURSEMENT:

Private Projects: Private project reimbursement will be based on funding available and may follow the Type 2 protocol for scoring and reimbursement timing.

Intergovernmental/Public Projects: The project cost share will be determined by the CCDC Board and governmental partner and will not exceed state law regulations. Because projects for public facilities will most likely be exempt from property tax and will produce little or no tax increment income, such projects should be financially feasible based on other considerations, serve mutual goals, and produce a community benefit. CCDC bonding will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/public facility completion and certificate of occupancy.

TYPE 4: CAPITAL IMPROVEMENT PROJECT COORDINATION

OBJECTIVE: Type 4 (T4) participation coordinates CCDC-initiated Capital Improvement Plan (CIP) activities with construction activities of private development or other public agencies. The CIP is part of CCDC's strategic planning and budgeting process. Adjusting, co-timing, or accelerating CIP projects in coordination with private development can be beneficial and can create efficiencies in the construction of physical improvements. Projects eligible for T4 participation are generally those identified in the adopted CCDC CIP that is in effect and available on the CCDC website. The CCDC Board retains all discretion in determining the projects, timing, design, and locations of capital improvements.

CCDC can design, bid and build a CIP project independently of the private project or intergovernmental project. CCDC can also, in certain circumstances and subject to applicable law, sub-contract construction with a private development on a public project element.

ELIGIBLE EXPENSES: Eligible Expenses are capped based on the project budget in the adopted CIP and must align with CCDC's project implementation plan and goals.

TIMING: Many of the timing elements of Type 4 assistance are determined on a case-by-case basis.

REIMBURSEMENT: Private projects will be reimbursed upon completion after CCDC has verified cost documentation and inspected and approved the construction of the improvements. CCDC can enter into intergovernmental agreements to cooperatively participate in joint capital improvement projects.

PLANNING: CCDC invites conversation about future private project plans and timing to inform development of upcoming CIP plans.

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

OBJECTIVE: Type 5 (T5) participation is the disposition of property owned by CCDC for a redevelopment purpose. The property disposition process is governed by state statute and differentiates between disposition to a for-profit or private use, to a non-profit, and to a public or governmental body. This program meets or exceeds the statutory requirements in providing for competitive processes in property disposition (not required for disposition of land to public entities).

PROCESS: CCDC's property disposition process for private/non-profit development use will involve a competitive process, typically a Request for Qualifications or Proposals (RFQ/P) for properties. The RFQ/P will provide conditions and requirements of the development project as determined by CCDC (e.g., type of project, housing income guidelines, design elements including but not limited to those addressed in the Scorecard, etc.) and in collaboration with partner agencies such as the City of Boise, the Idaho Housing and Finance Association, and the Boise City/Ada County Housing Authority. Properties may be transferred to another public entity without an RFQ/P and smaller remnant parcels may not warrant an RFQ/P. This process may require a commercial appraisal, a re-use appraisal, and the proposed project will be in accordance with the applicable urban renewal plan and law. The details of each disposition may differ based on the unique characteristics of the property being disposed.

TIMING: CCDC's property disposition process will stipulate a minimum timeframe for development to occur.

ELIGIBLE EXPENSES: The T5 disposition of property for private or non-profit development will be formalized in a Disposition and Development Agreement (DDA). The DDA will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal or similar method suitable to the individual property redevelopment goals will be used to establish pricing and shall include the cost to construct necessary public improvements as part of the pricing. A commercial appraisal also will be done to establish the purchase price for initial disposition of the property to the private or non-profit entity. Thereafter the project may qualify for a reduction in land price, up to an amount determined by a third party appraisal, which is based on the proposed project's expenses and financial pro-forma. If any rebate of property value is determined, it will only be made after project completion as a reimbursement.

REIMBURSEMENT: Based on the re-use appraisal, the CCDC Board can choose to reimburse for the land costs based on the project being built as proposed by the private company.

PROPERTY ACQUISITION GUIDELINES AND STRATEGY: CCDC allocates resources for Type 5 property acquisition in its budget and Capital Improvement Plan. Each acquisition will have its unique process such as whether CCDC engages a broker, the type of site control sought, and the agreement and method employed such as purchase, lease, ROFR, Option, etc. When identifying property and completing acquisition, the Agency will prepare a timeline for next steps for asset management such as issuing an RFQ/P, remediation of barriers to development such as environmental remediation, lot realignment/consolidation, etc.

CCDC's intention is to not hold or manage property long term, but to dispose of property to create a public good, meet community needs, encourage economic development, or increase tax revenue by leveraging private development.

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

Property proposed for acquisition must meet all of the following requirements.

1. Property is located within an urban renewal district.
2. Staff provides findings that acquisition is likely to advance the urban renewal plan.
3. Potential redevelopment opportunities are identified in support of acquisition.
4. Acquisition or disposition does not/will not displace decent housing or thriving business.

Property proposed for acquisition should also meet at least one of the following criteria:

Housing Supply Opportunity

- Promotes housing infill that enhances neighborhood fabric
- Provides an opportunity to create affordable, workforce/mixed-income housing that meets the definitions of the Scorecard
- Proximity to schools, transit stops, residential services, or activity centers as defined by the City of Boise
- Promotes transit oriented development
- Protects the fabric of community (pedestrian experience, affordable or workforce housing, an existing community need/public good, etc.)

Property is Vacant or Underutilized

- High or complete vacancy, abandoned, low density, undeveloped, etc.
- Needs additional development, more density than currently allowed
- Surface parking lot

Catalytic Potential

- Site represents a catalyst for area/neighborhood if redeveloped in a certain fashion
- Underdeveloped property where improvement value is less than land value
- Property is part of a parcel assemblage to meet a long term goal: community project, affordable housing, place making, transit, etc.
- Highly visible location:
 - Corner lot, can spur redevelopment or change the atmosphere of the block
 - Located on or near a major road or corridor, near major development, major employer, etc.
- Partnership Potential – Public or Private
- Property presents a unique barrier to conventional development:
 - Environmental cleanup needs (perceived or actual)
 - Land Owner who doesn't develop
 - Historic Preservation issues, concerns, requirements
 - Unique Boise landmark

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

Economic Development Opportunity

- Site represents opportunity for job creation, new business development, or enhancing the creative economy
- Property is exceptionally low cost or low risk
- Site is well suited to serve a community need through place making, e.g., public plaza, parks, or other amenity
- Site is well suited to address an area-wide infrastructure deficiency as part of a larger redevelopment plan, such as but not limited to: public parking garage, sewer lift station, power substation, storm water bioremediation facility, mobility infrastructure, or public right-of-way

CCDC PARTICIPATION PROGRAM SCORECARD

OBJECTIVE:

This Scorecard is to be used to determine the Scoring Level for all Type 2 and Type 3 projects and as needed at the discretion of CCDC for other Program Types. Definitions and minimum specifications are provided for Eligible Expenses and Scorecard point allocation.

SCORING LEVELS:

SCORING LEVELS		
Level A: +140 points	Level B: 120-139 points	Level C: <120 points

NOTES ON ELIGIBLE EXPENSES:

1. Reimbursement is for hard costs and does not include soft costs, except for general conditions limited to 5% of total Eligible Expenses. CCDC limits eligible hard costs to materials and labor. (Examples of soft costs not eligible for reimbursement include but are not limited to architectural and engineering design, permits, traffic control, and mobilization, and developer overhead/administration fees.)
2. This scoring system for points that ranks potential projects includes private development activity, but should not be interpreted that CCDC will participate in those activities with CCDC funds automatically. Rather those items are for purposes of evaluating the project eligibility and scoring for qualification for funding by CCDC for public improvements.
3. The Eligible Expenses paid for in this program will only include those approved expenses as detailed in an executed agreement and not otherwise paid for by another public entity.
4. Eligible Expenses must be located in the public right-of-way or easement area.

CCDC PARTICIPATION PROGRAM SCORECARD

This Scorecard is used for DOWNTOWN DISTRICTS – **Westside, 30th Street, River Myrtle-Old Boise, and Shoreline.** Please talk to staff about scoring in all other districts or refer to the Gateway East and State Street Districts Participation Programs.

1 ACTIVATE DORMANT/DISINVESTED SITES (1 Only)		20 total points possible
<p>Purpose: It is the statutory purpose of urban renewal and related redevelopment to arrest the decay of urban areas by improving the utilization and value of underutilized and undervalued property. Therefore, the program grants credit to those projects that make fuller use of dormant and underutilized buildings.</p> <p>a – Reuse of existing building – 20 pts b – Convert surface parking – 18 pts c – Replace dormant building – 16 pts d – Reuse of vacant land – 10 pts</p>		
a	<p>Reuse of existing building</p> <p>Reuse of a building that includes change of use including either: 1) conversion of vacant space to improved occupied space, with “vacant” defined as space unoccupied for 12 months or more; or 2) change of automotive use to retail, restaurant, office, performance, recreation or similar use; or 3) change in occupancy from a non-residential use to a residential use; or 4) change in occupancy or use classification (i.e. retail shop to restaurant, office to retail, etc.) resulting in increase in assessed value per square foot or increase in total assessed value of parcel; and a) the change of use applies to 50% or more of the building ground floor as measured by gross floor area; or b) for buildings with multiple floors, 25% or more of the building as measured by gross floor area.</p>	20
b	<p>Convert surface parking</p> <p>Development of land currently in use as surface parking, such that greater than 75% of the surface parking is converted to another use (building, streetscape, plaza, park, etc.). See 7c for definition of “surface parking.”</p>	18
c	<p>Replace dormant building</p> <p>Development of site including the removal and replacement of building of 500 gross square feet or more and unoccupied for a period of 36 months or more.</p>	16
d	<p>Reuse of vacant land</p> <p>Reuse of land currently not occupied by a building, parking lot, outdoor recreational use, public park or plaza.</p>	10

CCDC PARTICIPATION PROGRAM SCORECARD

2	REUSE OF TARGETED SITES (1 Only)	20 total points possible
<p>Purpose: The reuse of sites and buildings within a developed area of the community is in the public interest as there is an existing public investment already made by streets and utilities and, to the extent reuse attracts people and business activity, full utilization helps to support the vitality of neighboring properties. Reuse of historically significant buildings supports the authenticity and identity of the city and creates that often intangible asset referred to as “character”. Additionally, reuse of sites and buildings, and especially buildings of historic significance, is challenging because the renovation of existing buildings – bringing buildings into compliance with current building and fire codes – is costly and complex. Furthermore, existing sites may have environmental hazards from previous uses, especially if the prior uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.</p> <p>a – Reuse of National Historic Register building – 20 pts b – Reuse of site used in current or prior use as automotive or trucking use – 15 pts c – Reuse of laundry dry cleaning site – 15 pts</p>		
a	Reuse of National Historic Register building Reuse of a building that either 1) is and will remain listed on the National Register of Historic Places; or 2) will be listed on the National Register of Historic Places; or 3) in the opinion of Boise City Department of Planning and Development Services is eligible to be on the National Register of Historic Places according to the criteria of the National Park Service.	20
b	Reuse of site used in current or prior use as automotive or trucking use Reuse of a site for a use other than an automotive or trucking use, with “automotive use” defined as either: 1) fuel filling station; or 2) automotive or truck engine or tire repair; or 3) automotive, truck, or recreational vehicle sales; or 4) automotive or truck body or upholstery repair; or 5) automotive or truck wash or detailing; or 6) automotive or truck impound lot; or 7) automotive or truck salvage facility.	15
c	Reuse of laundry dry cleaning site Reuse of a site and/or building used currently or formerly as a wholesale or retail laundry dry-cleaning service. Sites/buildings formerly used as a dry cleaning qualify if they have not been adapted or site has not been remediated for a use other than dry cleaning.	15

CCDC PARTICIPATION PROGRAM SCORECARD

3	ENVIRONMENTAL REMEDIATION (1 Only)	20 total points possible
	<p>Purpose: Existing sites may have environmental hazards created by previous uses, especially if the previous uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.</p> <p>a – >\$100,000 costs – 20 pts b – \$50,001-\$100,000 costs – 16 pts c – \$10,000-\$50,000 costs – 12 pts</p>	
a	<p>More than \$100,000 costs Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	20
b	<p>\$50,001 - \$100,000 costs Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	16
c	<p>\$10,000 - \$50,000 costs Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	12

CCDC PARTICIPATION PROGRAM SCORECARD

4 UTILITY INFRASTRUCTURE (all that apply)	100 total points possible
<p>Purpose: The finance and construction of utilities and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public utilities as an eligible activity. Finance and construction of utility infrastructure not only stimulates private investment but generates public benefits that are typically distributed broadly in expanding services in both the short term and long term.</p> <p>Utility infrastructure eligibility definition: Includes replacing/re-routing a main line, increasing the capacity of a main line, or extending a main line to a development site. It does NOT include connecting to an existing service line or adding a new line to connect to an existing main line.</p> <p>a – Replace or expand geothermal – 15 pts b – Replace or expand city-owned fiber conduit – 15 pts c – Project will be “broadband ready” – 10 pts d – Replace or expand power – 15 pts e – Replace or expand sewer – 15 pts f – Replace or expand water – 15 pts g – Storm water mitigation – 15 pts</p>	
a Replace or expand geothermal See above.	15
b Replace or expand city-owned fiber conduit See utility infrastructure eligibility definition above. Project qualifies if it meets the above definition for fiber conduit owned by the City of Boise. Replacement or expansion of privately owned fiber lines still qualify as Eligible Expenses, but do not qualify the project for points in this category.	15
c Project will be “broadband ready” Project qualifies if it includes: 1) Telecommunications conduit used by providers to service the building, in addition to what is requested by existing telecommunications providers 2) Internal building conduit i.e. install at least 2 each of 1” conduits to each tenant space; all cabling internal to the building shall not be the sole property of the provider but rather the property of the building owner 3) Do not enter into an exclusive contract or agreement with one provider to market or service the building 4) Do not charge rent, lease fees or participate in revenue sharing of any kind with telecom provider.	10
d Replace or expand power See utility infrastructure eligibility definition above.	15
e Replace or expand sewer See utility infrastructure eligibility definition above.	15
f Replace or expand water See utility infrastructure eligibility definition above.	15
g Storm water mitigation Project qualifies if it includes: 1) the construction of new storm water treatment facilities on or adjacent to the site; and 2) the project’s storm water treatment facilities meet the standards of Boise City and Ada County Highway District for retention; and 3) the design of storm water treatment facilities has received Boise City design review approval.	15

CCDC PARTICIPATION PROGRAM SCORECARD

5	CONNECTIVITY (all that apply)	106 total points possible
<p>Purpose: The finance and construction of streets and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public streets as an eligible activity. In addition, the finance and construction of streets and pathways for pedestrians and bicyclists improves access to businesses and recreational amenities. The design of streets is essential to the physical form of development and the extent to which it supports clustering of economies that thrive on the synergy of multiple businesses, institutional uses, and social activities utilizing commercial enterprises.</p> <p>a – Add a street – 20 pts b – Add or substantially improve transit facilities – 20 pts c – Add a ground-level plaza or park – 19 pts d – Add an alley – 17 pts e – Add a pathway – 15 pts f – Add or substantially improve a sidewalk – 10 pts g – Add or substantially improve bike facilities – 5 pts</p>		
a	<p>Add a street</p> <p>The addition or extension of a public street providing pedestrian access and meeting the definition of “Public Street” pursuant to Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least part of the roadway and including curb, gutter and sidewalk.</p>	20
b	<p>Add or substantially improve transit facilities</p> <p>The addition or improvement of transit facilities to meet Downtown Boise Streetscape Standards and follow Valley Regional Transit Bus Stop Location and Transit Amenities Development Guidelines, and are approved by agencies as needed. Improvements include curb clearance for bus stopping zones, passenger waiting and standing areas, signage, passenger amenities such as bike racks, transit shelters or other weather protection, benches, trash receptacles, lighting, landscape features, intelligent transportation features (ITS), transit islands, or transfer/transit centers.</p>	20
c	<p>Add a ground-level plaza or park</p> <p>For the Park or Plaza to qualify, it must have a minimum surface area of 800 square feet that is functionally suitable for walking, standing, or sitting. Parks must be approved by the Boise City Department of Parks and Recreation and in the right-of-way or a dedicated public easement area granted to Parks and Recreation. Plazas must be approved by the Boise City Design Review and in the right-of-way or a dedicated public easement area granted to Boise City Planning and Development Services Department. At the discretion of the City and unless otherwise agreed upon, owner will be required to assume maintenance and operations responsibility to include custodial and security services that ensure safe and optimum conditions for public use. The park/plaza must meet the goals as defined in the Parks and Recreation Downtown Public Parks and Spaces Plan that provides general guidance for future needs based on scale and function in relation to ‘energy zones’ and the project’s proximity to and location within active and civic service gap areas. The park/plaza must be clearly marked with monument signage as a public space, and must be available for public use 24/7.</p>	19

CCDC PARTICIPATION PROGRAM SCORECARD

5	CONNECTIVITY (all that apply)	106 total points possible
d	Add an alley The addition or extension of a public alley as defined by Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least one half the width of the alley.	17
e	Add a pathway The addition or extension of a pathway providing access across the site linking origins and destinations off the development site and for non-motorized transportation and having a minimum width of six feet. To be an Eligible Expense the pathway must be in the right-of-way or a dedicated public easement area.	15
f	Add or substantially improve a sidewalk The addition, extension, or substantial improvement to the surface for a minimum of 6 feet in width and 25 feet in length. Substantial improvement is defined as the addition of a new concrete, brick or other approved surface and, as directed by the Downtown Boise Streetscape Standards or approved by Boise City, the addition of street trees, historic street lights, and other amenities. A sidewalk differs from “pathway” in that the former is typically adjacent to and parallel with a curb and street. A pathway is typically not adjacent to and parallel with a curb and street.	10
g	Add or substantially improve bike facilities The addition or extension of bike lanes in the right-of-way and having a minimum of six feet in width with a buffer or physical protection and 25 feet in length, the addition of public bike parking, shared bike systems, bike repair stations, etc. to a project. To be an Eligible Expense bike facilities must be in the right-of-way or a dedicated public easement area.	5

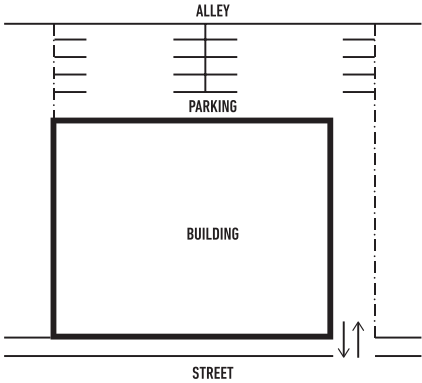
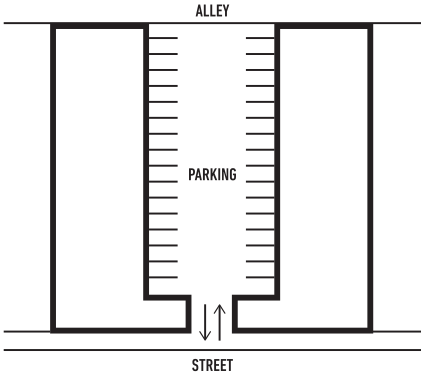
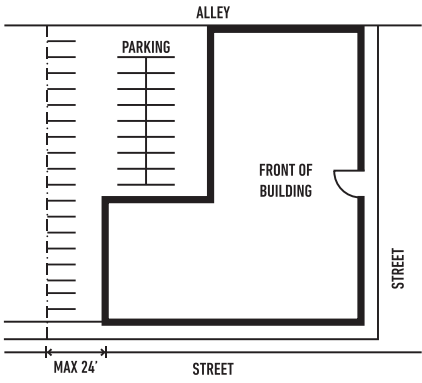
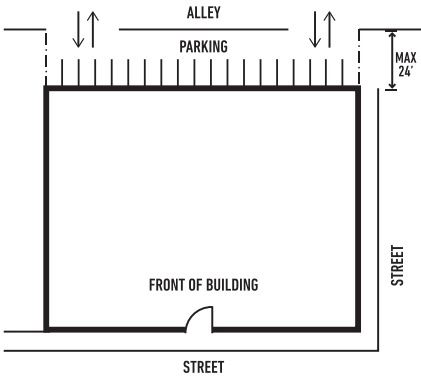
CCDC PARTICIPATION PROGRAM SCORECARD

6	COMPACT DEVELOPMENT (1 only)	10 total points possible
<p>Purpose: Urban economists have long understood the importance of density as a key element in the economic and social health of cities and city downtowns in particular. Urban density provides the critical mass necessary to support business activity where land and construction prices are often higher. The proximity of businesses and individuals to one another provides economic linkages through buyer and seller relationships, which are essential to supporting energetic central city economies. Density creates a concentration of people, which attracts other people, which in turn supports business activity and a sense of urban safety and security.</p> <p>Calculation: Floor Area Ratio, or FAR, is a measure of density across various urban land uses. FAR is calculated by dividing the gross floor area for building(s) on a site by the area of the site. Gross floor area is the sum of all horizontal areas within the exterior walls of all above-ground floors of the building. For example, a building with a gross floor area of 100,000 square feet on a site of 50,000 square feet has a FAR of 2.0. Finished basements and exterior stairwells can be included in this calculation.</p> <p>a – 4.0 to 5.0+ FAR – 10 pts b – 3.0 to 3.9 FAR – 9 pts c – 2.0 to 2.9 FAR – 8 pts d – 1.0 to 1.9 FAR – 7 pts e – 0.5 to 0.9 FAR – 6 pts</p>		
a	4.0 to 5.0+ FAR See above.	10
b	3.0 to 3.9 FAR See above.	9
c	2.0 to 2.9 FAR See above.	8
d	1.0 to 1.9 FAR See above.	7
e	0.5 to 0.9 FAR See above.	6

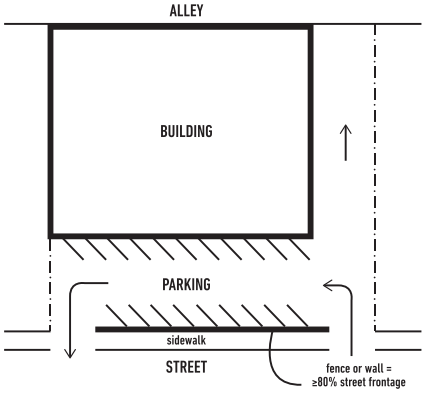
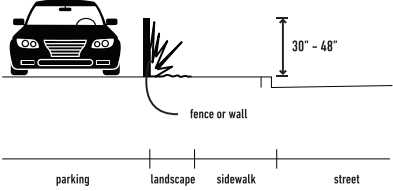
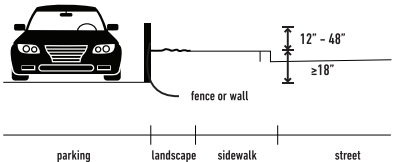
CCDC PARTICIPATION PROGRAM SCORECARD

7	PARKING PLACEMENT & DESIGN (1 only)	20 total points possible
<p>Purpose: How parking and loading areas are designed is important for the vibrancy of downtown. Large areas of surface parking erode the density of people and business activity and adversely affect environments for pedestrians. A highly walkable environment is especially important to the health of retail shops, restaurants, and entertainment venues. Locating parking and loading areas at the rear or interior of buildings is a solution that is effective on a small scale. For larger parking needs, the provision of parking within parking garages is generally most effective although structured parking is expensive. For economic and aesthetic reasons, the provision of parking below grade is preferred over above-grade parking, although parking below grade is substantially more expensive to build than above grade parking. Where the provision of surface parking adjacent to streets and sidewalks is necessary, the negative effects of such parking may be mitigated by the installation of an attractive wall or fence between the parking and the street right-of-way. The wall and fence serves as a “street wall” providing the vertical element essential for a sense of enclosure for the street and sidewalk.</p> <p>a – Structured parking below – 20 pts b – Structured parking above grade – 18 pts c – No surface parking – 15 pts d – Parking location is to rear or interior of building – 10 pts e – Requested and received a parking reduction – 10 pts f – Parking is screened by wall, fence, sunken – 8 pts</p>		
a	<p>Structured parking below</p> <p>For this criterion structured parking is any parking area consisting of three or more parking stalls covered by a roof with usable space above and surrounded on two or more sides by columns or walls. Free-standing garages and carports, unless they have usable space above the parking area, do not meet this definition. Additionally, in order to meet this criterion, 25% or more of the parking provided on the site shall be located within the parking structure as defined. For example, a development site for which 25 or more of the 100 parking stalls on site are within a structure meets this criterion. A development site with 24 or fewer of the 100 parking stalls on site does not meet this criterion.</p>	20
b	<p>Structured parking above grade</p> <p>See above.</p>	18
c	<p>No surface parking</p> <p>Surface parking is any parking that is not covered by a roof and not surrounded on two or more sides by columns or walls.</p>	15

CCDC PARTICIPATION PROGRAM SCORECARD

7	PARKING PLACEMENT & DESIGN (1 only)	20 total points possible
d	<p data-bbox="196 401 812 432">Parking location is to rear or interior of building</p> <p data-bbox="196 438 1321 627">The rear of the building is that side of the building opposite the front of the building. For a building fronting on a single street the front of the building is that side abutting the street. For a building fronting on two or more streets, the condition usually characterized as a corner site, the front of the building is that side with the building's primary entrance. On the other side of the building which abuts a street, no more than 24' of the parking lot may front the street. See Figures 7d-1, 7d-2, 7d-3 and 7d-4.</p> <div data-bbox="190 634 1333 1587"> <div data-bbox="190 634 761 1115"> <p data-bbox="293 646 656 672">Figure 7d-1: parking to rear of building</p>  </div> <div data-bbox="761 634 1333 1115"> <p data-bbox="854 646 1247 672">Figure 7d-2: parking to interior of building</p>  </div> <div data-bbox="190 1115 761 1587"> <p data-bbox="228 1129 721 1155">Figure 7d-3: parking to rear on a corner site, option 1</p>  </div> <div data-bbox="761 1115 1333 1587"> <p data-bbox="805 1129 1297 1155">Figure 7d-4: parking to rear on a corner site, option 2</p>  </div> </div>	10

CCDC PARTICIPATION PROGRAM SCORECARD

7	PARKING PLACEMENT & DESIGN (1 only)	20 total points possible
e	<p>Requested and received a parking reduction</p> <p>To qualify, the project must request at least a 20% parking reduction and be granted a parking reduction from the City of Boise.</p>	10
f	<p>Parking is screened by wall, fence, sunken</p> <p>To qualify, the project shall include surface parking of which 80% of the edge of the parking area abutting the street, excluding service drives providing direct access to the street, shall be bounded by a fence or combination fence and wall parallel to the street and sidewalk (Figure 7e-1). To qualify, the fence or combination fence and wall shall be at a height of 30" to 48" from finished grade (Figure 7e-2). Walls meeting this criterion shall be constructed of concrete or masonry. Sunken Screening that includes a parking area with a finished grade at a level of 18" or more below sidewalk grade and with a minimum fence height of 12" above sidewalk grade also qualify.</p> <div data-bbox="186 779 763 1245"> <p>Figure 7e: screened and sunken parking</p>  </div> <div data-bbox="763 779 1339 1245"> <p>Figure 7f:</p>  <p>Figure 7e-2:</p>  </div>	8

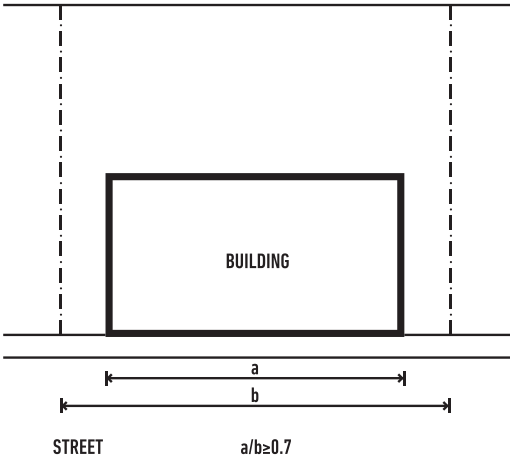
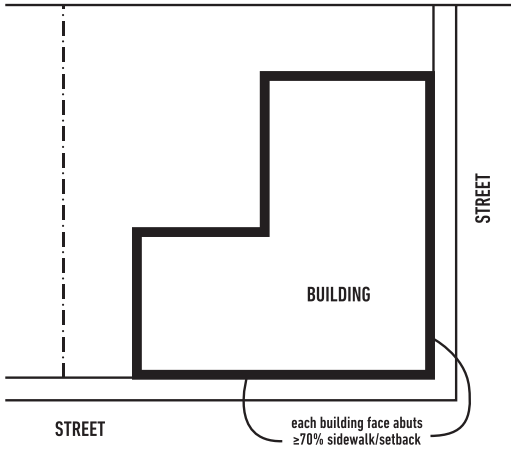
CCDC PARTICIPATION PROGRAM SCORECARD

8 TARGETED USES (1 only)	20 total points possible
<p>Purpose: Some uses more than others have the potential to generate secondary activities commonly referred to as “spin-off development.” Some uses perform better than others in producing jobs with relatively high wages and salaries. Some uses are beneficial because they generate products and services that are exported outside the community and region. In addition, some activities are valuable within the mix of uses in downtown Boise but may be missing or in short supply, like housing. The following is a list of uses and business categories with these characteristics. This program awards points as a way to incentivize and mitigate obstacles for the development of these uses. Staff may use discretion when awarding use points to projects that meet the spirit of the purpose but may fall short on the definition requirements.</p> <p>a – Affordable housing – 20 pts b – Workforce/mixed-income housing – 15 pts c – Technology – 10 pts d – Corporate headquarters – 10 pts e – Education – 10 pts f – Artisan – 10 pts g – Light manufacturing/assembly – 10 pts h – Food economy – 10 pts i – Minority owned or local business – 10 pts j – Drive thru – 10 pts</p>	
<p>a Affordable housing Residential project with 10 or more dwelling units that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department standards. Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information on page 13).</p>	20
<p>b Workforce/mixed-income housing Residential projects with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department Standards. Income Qualified Units must be integrated throughout the development cohesively with market rate units. No difference between the units should be obvious from the exterior. Developer must supply CCDC with the project’s rent roll showing that the project meets the above requirement for the Reimbursement Term to qualify for these Scorecard points on an annual basis. Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information on page 13).</p>	15
<p>c Technology “Technology” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 11-1021, 11-2021, 11-3021, 15-1121, 15-1131, 15-1133, 15-1141, 15-1142, or 15-1179; working at the subject location and occupying 5,000 square feet or more of the building on site.</p>	10
<p>d Corporate headquarters Project site is the principal address for a registered corporation occupying 5,000 square feet or more of the building on site.</p>	10

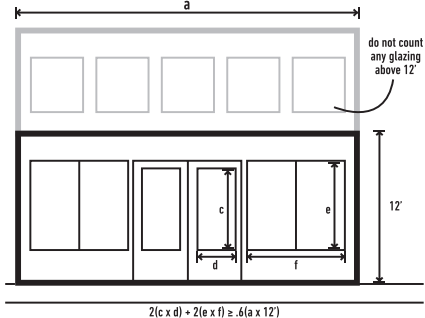
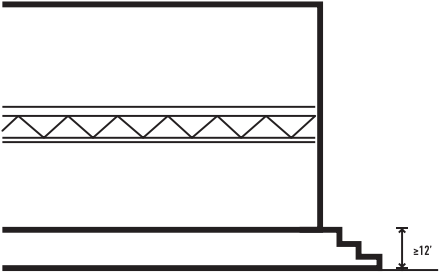
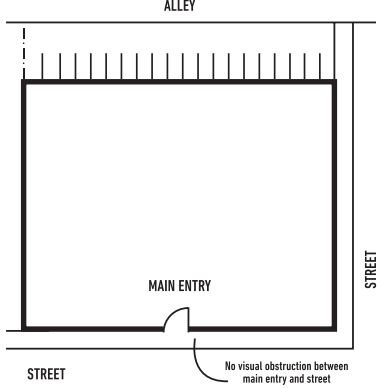
CCDC PARTICIPATION PROGRAM SCORECARD

8	TARGETED USES (1 only)	20 total points possible
e	Education A primary, secondary, or post-secondary institution licensed by the Idaho Board of Education and occupying 5,000 square feet or more of the building on site.	10
f	Artisan “Artisan” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 27- 1010 through 27-2099 excepting 27-2020 through 27-2023; working at the subject location and occupying 5,000 square feet or more of the building on site.	10
g	Light manufacturing/assembly “Light manufacturing/assembly” is any organization with a minimum of 2 members and 50% or more members of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 51-1000 through 51-9199 excepting 51-3000 through 51-3099, 51-6000 through 51-6021, and 51-8000 through 51-8099; working at the subject location and occupying 5,000 square feet or more of the building on site.	10
h	Food economy “Food Economy” is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 35-1000 through 35-9099 excepting 35-2011 through 35-2013, 35-3020 through 35-2029, and 35-3041; or SOC's 51-3000 through 51-3099 excepting 51-3023; working at the subject location and occupying 5,000 square feet or more of the building on site.	10
i	Minority owned or local business “Minority Owned” is any organization at least 51% owned, operated and controlled on a daily basis by one or more U.S. citizens who are socially and economically disadvantaged as defined by the federal government in Title 13 Part 124 of the Code of Federal Regulations. “Local Business” is any organization registered through the Idaho Secretary of State that is at least 51% owned, operated, and controlled on a daily basis by residents of the State of Idaho. Ineligible businesses include publicly traded companies, multilevel marketing, gambling establishments, pyramid investments, and adult entertainment. To qualify for points, Minority Owned or Local Businesses must occupy 5,000 square feet or more of the building on site.	10
j	Drive thru Any actively used drive-thru facility on the project site.	-10

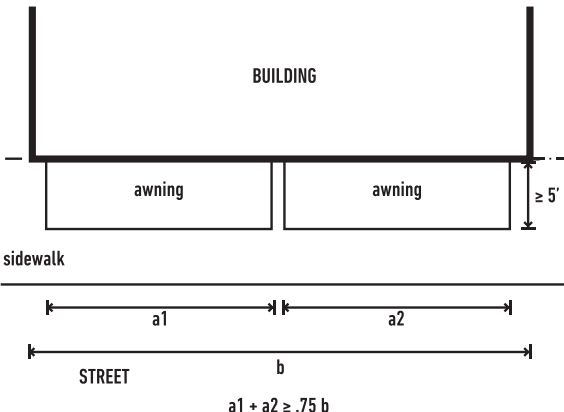
CCDC PARTICIPATION PROGRAM SCORECARD

9 WALKABILITY (1 only)	20 total points possible
<p>Purpose: The success of downtown Boise is due in large part to its walkability. The lively social, cultural, and economic area of a walkable urban environment attracts people and business activity and has that much sought after “sense of place”. The design elements of buildings and open spaces are key to a pedestrian-oriented environment, though sometimes there are market forces that work in opposition to these important design elements. Therefore, the program provides incentives to said design elements to promote economic vitality.</p> <p>a – \geq 70% of sidewalk/setback is abutted by ground floor building face – 20 pts b – \geq 60% ground floor glazing on street frontages (30% for residential) – 18 pts c – \geq 12' ground floor height – 15 pts d – Main entry is prominent, on the ground floor, and faces street/not parking – 15 pts e – \geq 75% of ground floor frontage has functional awnings (30% for residential) – 10 pts f – Public art element – 5 pt</p>	
<p>a \geq 70% of sidewalk/setback is abutted by ground floor building face for new buildings or for existing buildings if more than 50% of building SF on parcel has been removed</p> <p>Determined by dividing a) the distance of all exterior walls which are adjacent to and approximately parallel with property lines adjoining the public street right-of-way, excluding alleys, by b) the distance of all property lines adjoining the public street right-of-way, excluding alleys (Figure 9a-1). Existing buildings maintaining over 50% of square footage are eligible for these points regardless of the percentage of building face which abuts the sidewalk/setback. In the case of a corner site, 70% of each building face must abut a sidewalk / setback (Figure 9a-2).</p> <div> <div> <p>Figure 9a-1: building abutting sidewalk</p>  </div> <div> <p>Figure 9a-2: building abutting sidewalk on corner</p>  </div> </div>	20

CCDC PARTICIPATION PROGRAM SCORECARD

<div>9</div> <div>WALKABILITY (1 only)</div>	<div>20</div> <div>total points possible</div>
<p>b =/> 60% ground floor glazing on street frontages (=/>30% res)</p> <p>For consistency, the “ground floor” of a building is defined as 12’ tall; any glazing higher than 12’ will not be included in this calculation. Glazing on street frontages includes all transparent windows and doors on exterior building walls on a plane 0 to 45 degrees of the property line adjoining the street (Figure 9b).</p> <p>Figure 9b: ground floor glazing</p> 	<div>18</div>
<p>c =/> 12' ground floor height</p> <p>The height of the ground floor from sidewalk grade to finished ceiling, irrespective of suspended ceilings, shall have a minimum height of 12 feet. The height of the ground floor ceiling is calculated starting from sidewalk grade, irrespective of the height of the finished floor (Figure 9c).</p> <p>Figure 9c: ground floor height</p> 	<div>15</div>
<p>d Main entry is prominent, on the ground floor, and faces street/not parking</p> <p>The principal ground floor building entrance shall face the street, be visible from the street and not shielded by columns, fences, or landscaping, nor shall it be separated from the street by surface parking (Figure 9d). In the event of a building site with multiple street frontages, any street shall qualify.</p> <p>Figure 9d: main entry prominence</p> 	<div>15</div>

CCDC PARTICIPATION PROGRAM SCORECARD

<div>9</div> <div>WALKABILITY (1 only)</div>	<div>20</div> <div>total points possible</div>
<p>e =/>75% of ground floor frontage has functional awnings that extend 5-feet over public right-of-way or a public easement area</p> <p>Awnings serve a public purpose and help promote walkable and livable streets by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise's seasons and stimulate economic opportunities for local businesses. Functional non-retractable awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way or easement area (Figure 9e). Awnings must not be more than 15' above the sidewalk level. Awnings located in the public realm must obtain the necessary approval from the Boise City Design Review Committee and an encroachment license from Boise City or Ada County Highway District, which license is revocable. Awning maintenance is the responsibility of the building owner.</p> <p>Figure 9b: ground floor glazing</p>  <p>The diagram illustrates the requirements for ground floor glazing and awnings. It shows a building facade with two rectangular awnings extending over the sidewalk. The building is labeled 'BUILDING'. The sidewalk is labeled 'sidewalk'. The street is labeled 'STREET'. The awnings are labeled 'awning'. The dimensions are labeled: 'a1' and 'a2' for the widths of the two awnings, 'b' for the total width of the building facade, and 'a1 + a2 ≥ .75 b' for the required coverage. A vertical dimension of '≥ 5\'' is shown for the height of the awnings above the sidewalk level.</p>	<div>10</div>
<p>f Public art element</p> <p>To qualify as an Eligible Expense, public artwork must be selected through the Boise City Department of Arts and History's Public Art Program process. The art will also need to be approved by Boise City as part of the process. Public art must be located in the public right-of-way or a dedicated Public Art Easement/License Agreement. Ownership and maintenance will be determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement or Art Façade Easement). Reimbursement for public art is capped at 1% of the total project budget.</p>	<div>5</div>

CCDC PARTICIPATION PROGRAM SCORECARD

10 SUSTAINABLE BUILDING (1 only)		10 total points possible
<p>Purpose: The long term operating efficiency of buildings, like working roads, sewer and other utilities, is important to the long term viability of downtown Boise and address issues such as EPA non-attainment status and heat island mitigation. Energy efficient buildings are commercially sought after, attract strong tenants, and create long term value in the private community infrastructure by leaving more resource capacity available for additional growth.</p> <p>a – Living Building Certification – 10 pts b – LEED Platinum Certification – 8 pts c – LEED Gold Certification – 7 pts d – LEED Silver Certification – 6 pts e – Connection to and use of geothermal system – 5 pts f – LEED Certified/Boise Green Building Code – 5 pts g – Energy Star Certification – 4 pts</p>		
a	Living Building Certification As determined by any accrediting agency or third party demonstrating the same or equivalency.	10
b	LEED Platinum Certification As determined by any accrediting agency or third party demonstrating the same or equivalency.	8
c	LEED Gold Certification As determined by any accrediting agency or third party demonstrating the same or equivalency.	7
d	LEED Silver Certification As determined by any accrediting agency or third party demonstrating the same or equivalency.	6
e	Connection to and use of geothermal system The project includes and new connection, or maintains an existing connection, to an operating geothermal system.	5
f	LEED Certified/Boise Green Building Code As determined by any accrediting agency or third party demonstrating the same or equivalency.	5
g	Energy Star Certification As determined by any accrediting agency or third party demonstrating the same or equivalency.	4



CAPITAL CITY
DEVELOPMENT CORP



PARTICIPATION PROGRAM

State Street District

Igniting Economic Growth through Public-Private Partnerships.

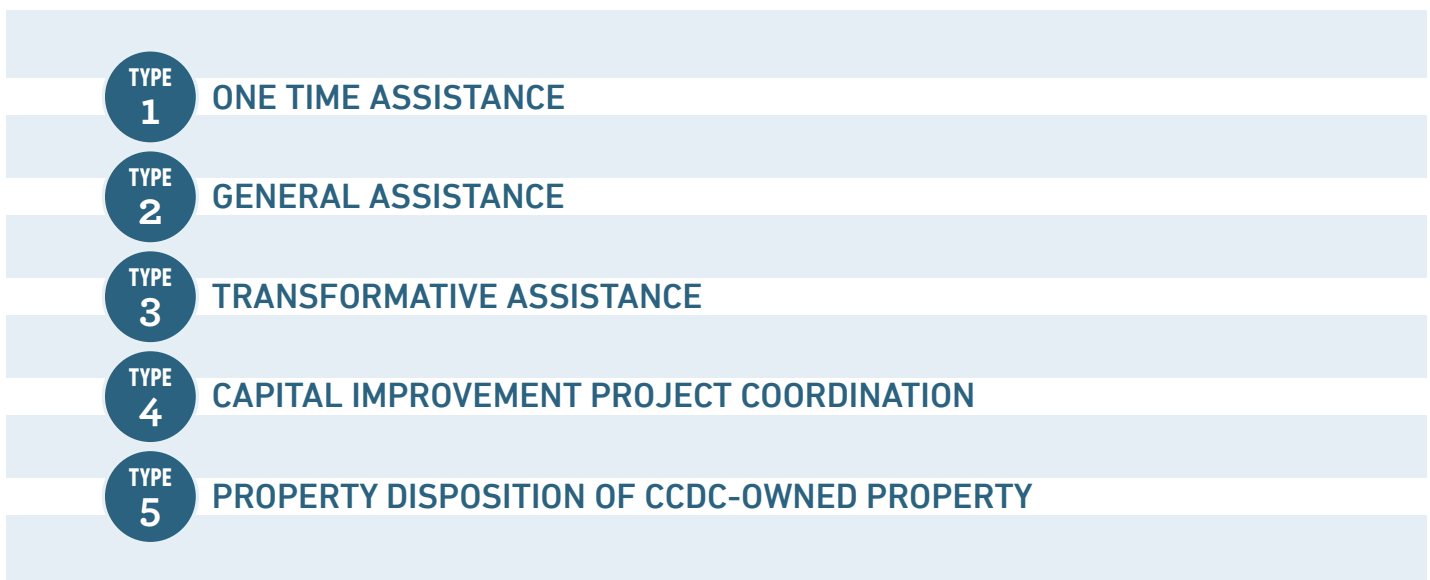
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OVERVIEW & GOALS

The State Street Participation Program is CCDC's development assistance policy and is designed to advance the aims of urban renewal and economic development along the State Street corridor, as well as goals identified for the North/ East End and Northwest Planning Areas in the Boise City comprehensive plan, Blueprint Boise. The Program is crafted to be transparent, understandable, and responsive in order to encourage private investment in Boise. The Program is intended to be comprehensive providing both structure and flexibility in assisting development projects within CCDC's State Street Urban Renewal District. Originally approved by the CCDC Board of Commissioners in 2013, the Program is the Board's policy on how CCDC funds public/private partnership projects. It is not an entitlement, and any project assistance requires CCDC Board approval and written agreement. The Program may be amended from time to time, suspended, or terminated, and also may be revised for future districts to fit the characteristics of different urban renewal plan areas.

The Program identifies five approaches to anticipated participation with development interests called "Types":



The primary goal of the Participation Program is to align resource use with CCDC's mission to ignite diverse economic growth, build active urban centers, and promote healthy community design achieved by pursuing the following key strategies:



STATUTORY FRAMEWORK

CCDC is enabled by two sections of Idaho Code (key excerpts provided):

Idaho Code 50-2002 URBAN RENEWAL LAW (excerpt)

"...It is found that there exist in municipalities of the state deteriorated and deteriorating areas which constitute a serious and growing menace..." "...It is further found and declared that certain of such areas, or portions thereof, may require acquisition, clearance, and disposition...in such a manner that the conditions and evils hereinbefore enumerated may be eliminated, remedied or prevented..."

Idaho Code 50-2902 ECONOMIC DEVELOPMENT ACT (excerpt)

"...It is hereby found and declared that there exists in municipalities a need to raise revenue to finance the economic growth and development of urban renewal areas, to encourage private development..., arrest the decay of urban areas..., promote needed public improvements..., facilitate the long-term growth of their common tax base..., encourage private investment..."

This enabling legislation informs everything CCDC does as an urban renewal agency. As such, the Participation Program provides a framework to promote compliance with Idaho law.

BEST PRACTICES

CCDC's Participation Program is anchored by Idaho Code and tailored to work in in the State Street District. However, there are some generally accepted best practices described by professional associations. These practices, guided by state law and coupled with actual experience in the business of redevelopment, form the basis of the Program. The following summarizes key ideas incorporated into the Program.

- Statutorily compliant participation (both letter and intent)
- Serves the public interest (legally eligible and politically sensible)
- Consistent with Boise City plans
- Consistent with the urban renewal district plans and other agency strategic policies
- Capped participation (within and typically below anticipated income collections of tax increment generated by the project)
- Proactive, agency-driven approach
- Ensures due diligence for larger projects (evaluate risks, financing, issues, conflicts, partners, capacity, experience, stakeholders)
- Ensures a transparent process
- Accountability (conduct financial analysis, determine identifiable community needs, assess potential project impact of larger projects)
- Accessibility (program is broadly available)
- Emphasizes early intergovernmental communication and coordination
- Program and contracts are publicly, proactively communicated
- Measures effectiveness of results
- Review Program regularly to adjust and improve
- All Participation Program Agreements are subject to CCDC Board approval
- All Participation Program Agreements are approved in public meetings
- Eligibility requirements to participate are clearly identified
- Eligible expenses are clearly defined and emphasize public improvements
- Scoring criteria uses clear, standardized approach
- Specialized ad hoc advisory teams may be used for review and advice on large projects or intergovernmental projects
- Maintain open records on program utilization and awards
- Actively promote program
- Administer program consistently
- CCDC funded improvements benefit the public at large and not one single project

ELIGIBLE EXPENSES

The Program can assist private and public development projects with improvements that benefit the public, or that are located in a public right of way. These are called Eligible Expenses. All Eligible Expenses are paid by the project owner/ developer as expenses are incurred, with CCDC reimbursing for Eligible Expenses after the project is complete. CCDC will pay for public improvements as defined or approved by City of Boise, Ada County Highway District, and the Idaho Transportation Department, or as otherwise defined in subsequent planning documents regarding the State Street District.

Eligible Expenses generally include:

- Sidewalks, street lights, and sidewalk furnishings (e.g., benches, bike racks, trash receptacles, etc.);
- Street paving, curb and gutter;
- Street trees, irrigation, planters and suspended pavement systems when required;
- Awnings located over public rights-of-way or a public easement area that meet the criteria outlined in the Program Definitions (see Section 7.e Walkability);
- Utility main lines and distribution facilities (e.g., electrical power, water, geothermal water, sewer, phone, fiber-optic internet);
- Relocate or improve irrigation canals and ditches.;
- Certain expenses for façade restoration on buildings deemed to be of significant historic or aesthetic value and conditioned upon a perpetual building façade easement* being accepted by the City of Boise Historic Preservation Commission;
- Public plazas or parks that meet the criteria outlined in the Program Definitions (see Section 5.b Connectivity) and which are approved by the Boise City Parks and Recreation Department and located in a perpetual public easement*;
- Public art – when selected and approved by the City of Boise Arts and History Department as outlined in Program Definitions (see Section 7.f Walkability) and located in the public right-of-way or under an easement* or agreement with the City of Boise;
- Certain environmental remediation improvements as may be preparatory to construction are evaluated on a case-by-case basis. An example of an eligible environmental remediation cost would be the hard costs for the removal of an underground storage tank in the public right-of-way. Soft costs, such as environmental assessments and costs within a private building, such as asbestos abatement, are not eligible for general assistance;
- Extended sidewalks areas/plazas that are approved by the Boise City Design Review and in a dedicated public easement area accepted by the City of Boise;
- Public multi-use pathways, transit stations and mobility improvements as described in the State Street Plan or approved by City of Boise;
- CCDC may reimburse for general conditions/general requirements related to work on Eligible Expenses described above, limited to five percent (5%) of total actual Eligible Expenses.

The project including the associated public improvements must be approved by Boise City or appropriate public agency having jurisdiction (i.e. ACHD, ITD). Certain Eligible Expenses must meet specific criteria defined by CCDC's "Program Definitions" found within the Scorecard.

**See page 8 for more information on easements.*

INELIGIBLE EXPENSES

Ineligible Expenses:

- Expenses that encompass costs which are outside of the public improvements are not Eligible Expenses. Ineligible expenses include: design and engineering, permitting, mobilization, land costs (including costs of land in easements and dedicated rights of way), or a developer's profit/overhead/administration fee;
- New curb cuts and driveway approaches create new conflict points for pedestrians and cyclists and are generally not eligible for reimbursement. Exceptions to this include alley approaches and may include projects that consolidate or otherwise significantly reduce the number or width of previously existing driveways on a frontage.

EASEMENTS

If a public improvement is constructed outside of the right-of-way, it must be located within a permanent public easement in order to be considered an Eligible Expense. The easement must be accepted and recorded by Boise City or other public agency having jurisdiction prior to CCDC reimbursement.

If the improvements require an easement, participant must work with the appropriate Boise City department or other public agency to draft the easement agreement prior to CCDC Participation Program Agreement Approval. CCDC can help direct participant to the appropriate agency or City department contact.

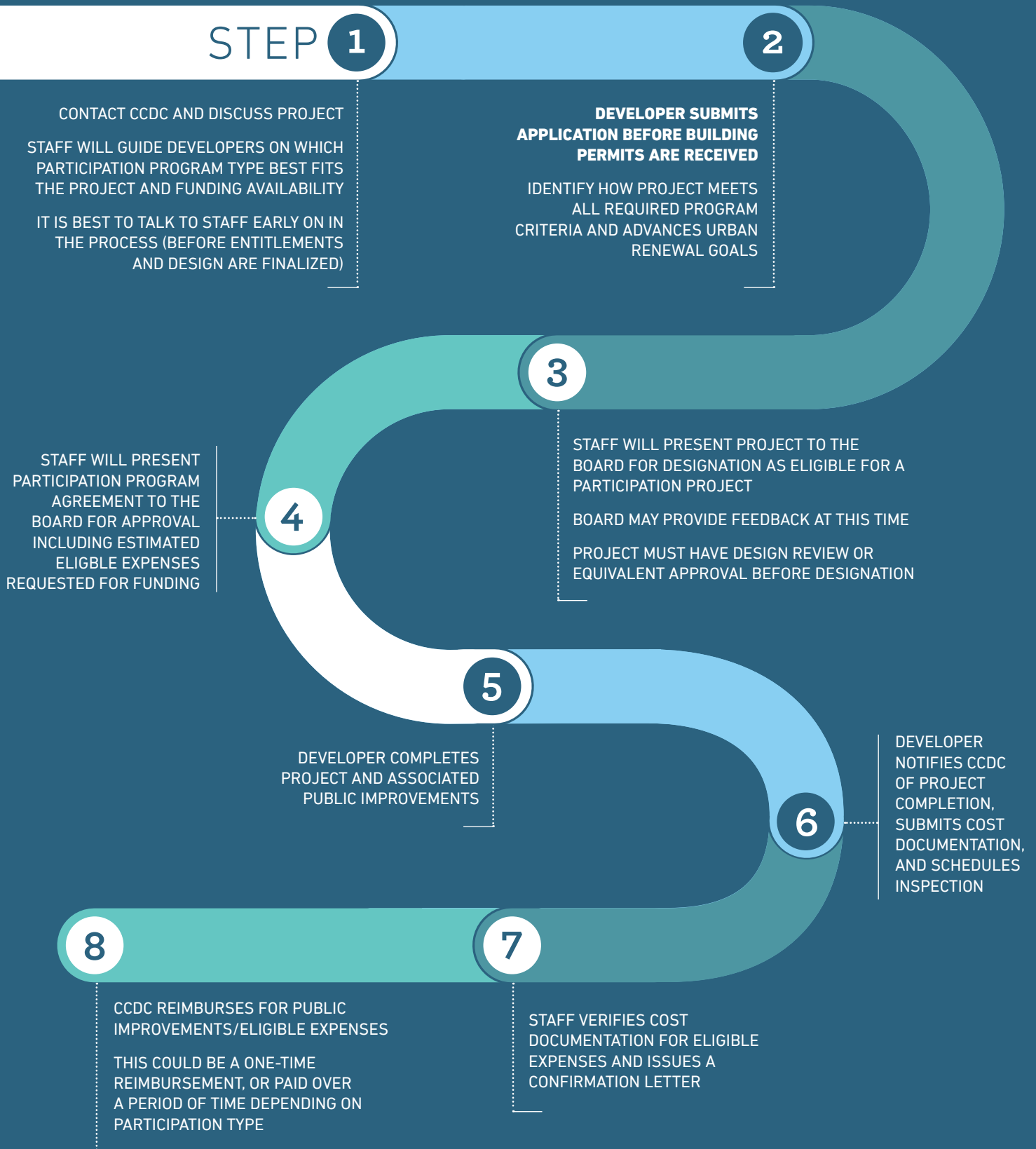
Improvements being made in an easement area should be predetermined in collaboration with CCDC and Boise City as part of the project design and need to be approved through appropriate Boise City department or review body channels.

It is recommended that developers include potential sites for public art in plans submitted to Design Review and include an estimate for public art in their application to CCDC. Public art attached to a building façade may require a license agreement instead of a public easement. Boise City Department of Arts & History will determine the appropriate agreement, which must be in place for art to be considered an Eligible Expense.

KEY PROGRAM CONDITIONS

- The improvements eligible for CCDC funding must be located in the public right-of-way or a permanent public easement area which is accepted by Boise City or public agency having jurisdiction.
- A project can only receive funding from a single Program Type and can only be approved for one Participation Agreement per development (i.e., a project cannot request additional funding several years later).
- CCDC will only reimburse for Eligible Expenses as approved by the CCDC Board and not otherwise paid for by another public entity.
- Program eligibility is at the sole discretion of CCDC and its Board of Commissioners.
- Parties seeking Participation Program assistance should contact CCDC as early in the development process as possible and preferably before design has been finalized.
- Applications must be submitted before building permits are obtained.
- Projects located on properties with delinquent property taxes are not eligible.
- All individual projects must advance urban renewal plans.
- The CCDC Board may consider a program exception if, in its sole judgment, certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements for a project.
- CCDC's contracts have been extensively vetted and will be used as the basis for all Participation Program Agreements.
- The following uses are ineligible activities and will not be considered for CCDC funding: bikini bars and sexually oriented businesses as defined by Boise City Code.

TYPICAL PARTICIPATION PROGRAM PROCESS



**CCDC may revise/alter this process based on specifics of project.*

TYPE 1: ONE TIME ASSISTANCE

OBJECTIVE: This program Type will provide resources of up to \$200,000 for public improvements and is intended to assist smaller projects on their own schedule, often triggered by a tenant improvement. The funding is based on a dollar for dollar match with the private developer's investment.

CRITERIA: Eligibility for a Type 1 (T1) is evaluated by how well the application advances the Agency's five key strategies and the associated adopted urban renewal plans. Agency staff and the CCDC Board will utilize the criteria below when reviewing applications. It is expected that projects will meet three or more of the below criteria, though flexibility is provided for unique properties and developments.

- Activation and redevelopment of dormant, disinvested, or deteriorating/deteriorated sites. This could include vacant land and buildings, surface parking, or other underutilized properties.
- Advances economic development goals of the district and catalyzes further investment. The creation of jobs and additional tax income brings benefits to the district at large.
- Advances specific goals of the subject district. For example, the construction of mobility facilities in the State Street District. Consult with staff for direction of specific goals related to the district in which your project is located.
- Supports affordable and workforce housing for residents whose income is at or below Area Median Income.
- Promotes connectivity and mobility with the addition of new streets, alleys, pathways, sidewalks, bike infrastructure, or transit facilities.
- Construction of public amenities such as street furnishings, public art, or improvements related to public community gathering and event spaces.
- Alignment with other redevelopment efforts occurring in the nearby area. This could include public improvements such as street or utility upgrades or private developments which expand the impact of Agency funds.

ELIGIBLE EXPENSES: The T1 allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses.

TIMING: T1 applications can be submitted anytime throughout the year and are processed based on available resources set forth in the budget and Capital Improvement Plan. The applicant should submit before building permits have been obtained. T1 agreements will generally be considered for approval by the CCDC Board after approval of a design review or relevant development application that includes the proposed improvements. The project is typically seen by the CCDC Board twice: First, as an opportunity to introduce the project and request project "designation" as eligible for CCDC funding; and again to approve the T1 Participation Agreement.

TYPE 1: ONE TIME ASSISTANCE

REIMBURSEMENT: T1 projects are paid after project completion. The reimbursement for Eligible Expenses are defined in the Type 1 Agreement and is based on actual costs as documented after project completion. Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

The reimbursement will not exceed \$200,000 and will be based upon matching funds invested by the private developer. For example:

EXAMPLE	PRIVATE IMPROVEMENTS	PUBLIC IMPROVEMENTS	TOTAL BUDGET	CCDC REIMBURSEMENT
New Construction	\$1.2 million	\$300,000	\$1.5 million	\$200,000
Major Exterior Remodel	\$800,000	\$150,000	\$950,000	\$150,000
Minor Exterior Remodel	\$50,000	\$150,000	\$200,000	\$100,000
Public Improvements Only	\$0	\$150,000	\$150,000	\$75,000

TYPE 2: GENERAL ASSISTANCE

OBJECTIVE: Type 2 (T2) participation provides general assistance for public improvements and is intended to assist larger projects and include a broader scope of Eligible Expenses. The Type 2 program is especially tuned to assist Affordable and Workforce/Mixed-Income Housing projects which are important to the long-term sustainability of Boise. The Scorecard is a key feature of this assistance (pages 22-40). The legal parcel(s) constitutes the site for a project. However, at the CCDC Board's discretion, a phased development may be scored independently if this better advances program goals. The scoring criteria and point values are an extension of the statutory charge of urban renewal and the associated adopted plans, and are aimed at advancing the Agency's five key strategies. Scoring results are identified as Level A, B and C with Level A being the highest scoring Level. Please note that the attached scorecard is used only for the State Street District.

ELIGIBLE EXPENSES: The T2 allows assistance for public improvements in the right-of-way or easement area. See page 6 for a list of Eligible Expenses.

TIMING: While it is preferred that the application be made before or during project design in order to maximize a project's score, T2 assistance can be applied for at any time prior to obtaining building permits. T2 Participation Program Agreements will be considered for approval by the CCDC Board after approval of a development application that includes the proposed public improvements. It can be helpful to obtain a Scorecard and discuss the project design with CCDC prior to submitting drawings to the City. The Scorecard incentivizes urban design, mobility, attainable/middle income housing, and economic development and a project could qualify for a higher level rating by making certain, sometimes minor, adjustments.

REIMBURSEMENT: T2 projects are paid upon completion of the project for a determined period of time and AFTER actual tax increment generated by the project has been received by the Agency. The T2 reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

Assistance is limited by the lesser of:

1. The agreed upon Eligible Expenses of the project or
2. A portion of the project's tax increment value as determined by its Scorecard ranking for the qualified reimbursement term.

Actual Eligible Expenses must be verified and approved by CCDC and will include only reasonably incurred costs. All costs must be verified through invoice documentation and a schedule of values.

TYPE 2: GENERAL ASSISTANCE

REIMBURSEMENT ESTIMATION: Although the reimbursement is from actual increment received from the project, CCDC can provide estimates of this payment based on the following formula.

REIMBURSEMENT ESTIMATION OF PAYMENT FORMULA		
NOTE: Estimates assume 80% of estimated project cost to account for variances which may occur. Project costs are defined as all costs of the project including, but not limited to: land, hard costs, soft costs, financing costs, fees and permits for on and off site work, public improvements, and buildings. Actual assessed values are determined solely by the Ada County Assessor.		
PROCESS	EXPLANATION	EXAMPLE
STEP 1	Start with projects Total Development Cost Estimate (includes land value)	\$10,000,000 Level A project
STEP 2	Subtract current assessed value = Added Tax Value	$\$10,000,000 - \$500,000 = \$9,500,000$
STEP 3	Multiply by 80% of Added Tax Value = New Project Value	$\$9,500,000 \times 80\% = \$7,600,000$
STEP 4	Multiply the New Project Value x Levy Rate* = Annual estimate of taxes generated by new project (TIF)	$\$7,600,000 \times 0.013 = \$98,800$ <i>*Levy Rate is adjusted annually by Ada County</i>
STEP 5	Multiply the annual tax estimate by the factor indicated by the Scorecard (this will be based on how the project scores and its eligibility for housing incentives, between 50-100% of tax increment) = Annual reimbursement estimation.	$\$98,800 \times 80\% = \$79,040$ Annual Reimbursement
STEP 6	Multiply the Annual Reimbursement amount by the qualified reimbursement term.	$\$79,040 \times 4 \text{ years} = \$316,160$ Estimated Total Potential Reimbursement

REIMBURSEMENT TERM: The Type 2 reimbursement typically begins 18-24 months after the Project is complete, at the point when the full assessed value of the project has been added to the Primary Tax Roll by the Ada County Assessor and the tax assessments have been paid.

The following chart explains the levels of reimbursement based on project type and Scorecard Level. Affordable and Mixed-Income/Workforce rental housing projects can qualify for extended terms and Affordable projects can receive 20% of increment reimbursement in addition to the reimbursement factor determined by the project Level. See definitions below to determine eligibility.

TYPE 2: GENERAL ASSISTANCE

SCORECARD		
SCORE LEVEL QUALIFICATION	REIMBURSEMENT PERCENTAGE	MAXIMUM REIMBURSEMENT TERM
Level A Score: 140+ points	80% of Tax Increment	4 years
Level B Score: 120 – 139 points	50% of Tax Increment	4 years
Level C Score: 119 and below	0% of Tax Increment	n/a

RENTAL HOUSING DEVELOPMENTS			
SCORE LEVEL QUALIFICATION	QUALIFICATION	REIMBURSEMENT PERCENTAGE	MAXIMUM REIMBURSEMENT TERM
Affordable Housing (Low Income Housing Tax Credit project or equivalent)	Serving 60% and below Area Median Income (AMI) on average	Based on Scoring Level + 20% of Tax Increment	8 years
Mixed-Income/ Workforce Housing	Serving 100% AMI and below	Based on Scoring Level	6 years
All Other Housing	Serving 101% AMI and above	Based on Scoring Level	4 years

NOTE: T2 reimbursement cannot extend beyond the last fiscal year of the State Street District.

REQUIREMENTS FOR HOUSING DEVELOPMENTS TO QUALIFY FOR ADDITIONAL REIMBURSEMENT INCENTIVES:

1. Must meet either of the below definitions:

- A. **Affordable Housing:** Residential projects funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income on average in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards.
- B. **Mixed-Income/Workforce Housing:** Residential projects with 10 or more dwelling units in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County by charging associated rents as defined by current U.S. Housing and Urban Development Department Standards. Income qualified units must be integrated throughout the development with the market rate units, and there should be no visible difference between the income-qualified and market rate units from the exterior.

2. Must income-qualify residents

Income Qualification Requirements: In order to obtain an increased reimbursement term, the project must income qualify residents for the income restricted units. Income qualification must be verified at lease execution and at unit turn-over through the City of Boise's Housing and Community Development Division or equivalent Housing Authority (HUD, IHFA). The income qualification period will be negotiated on a project-by-project basis and will be, at a minimum, the CCDC reimbursement term.

TYPE 2: GENERAL ASSISTANCE

REIMBURSEMENT TERM EXCEPTIONS:

Occupancy Year: CCDC may consider utilizing what's known as the Occupancy Year, which reflects a pro-rated value, as the first year of increment available to the project for reimbursement in the following situations:

1. Affordable, Mixed-Income or Workforce Housing projects completed within the last six years of State Street District's term.
2. Projects completed within the last four years of a District's term.

CIP Resources: CCDC may program the 5-Year Capital Improvement Plan (CIP) with resources to assist T2 projects that reach completion within two years of State Street District's termination date. Contingent upon available resources set forth in the budget and CIP, participants may negotiate reimbursement schedules that fully reimburse Eligible Expenses before or by District termination. The CCDC Board has full discretion to approve negotiated reimbursement terms. The project must be complete 120 days prior to the District termination date in order to receive any reimbursement for Eligible Expenses.

Affordable, Mixed-Income or Workforce Housing: CCDC may negotiate reimbursement schedules meeting the definitions above to include Occupancy Year reimbursement or use of CIP resources.

Utilizing reimbursement term exceptions will be need-based and only considered in cases where the Eligible Expenses would not otherwise be fully reimbursed in the remaining District term.

AGENCY CAPITAL PROJECT COORDINATION WITH T2'S:

In situations where a T2 project site overlaps with an underway CCDC capital project, CCDC and the T2 participant may negotiate design coordination, construction schedules, and reimbursement terms and conditions with the goal of advancing the aims of urban renewal and economic development. This coordination may include the stipulation that work done in the overlapping sites may be reimbursed with terms and conditions similar to those used in Type 4 agreements.

TYPE 3: TRANSFORMATIVE ASSISTANCE

OBJECTIVE: The intent of the Type 3 (T3) program is to make available a more customized opportunity for transformative projects and to consider certain projects which don't otherwise fit well into the other program types. T3 participation is available to assist large public or private projects that the CCDC Board deems to be transformative in nature and of benefit to the community at large. Projects may be eligible for T3 participation if they meet the Affordable Housing definition in the Scorecard and include partnership(s) with other public entities that serve to provide housing and services to those most in need in our community.

In general, a transformative project is a higher value project that may include the construction of a significant public facility. The project should have a high likelihood of maintaining an enduring presence in the community. The goal for Intergovernmental/Public projects is to use limited district monies to leverage additional resources (federal, state, local, other) in the State Street corridor revitalization effort. For example, matching a federal grant for construction of a project, or shared funding between intergovernmental units for construction of a public facility.

CRITERIA: The private to public investment ratio (private project cost divided by CCDC participation) for a transformative project should generally be 6:1 or higher. For example, a \$60 million private project coupled with a \$10 million public facility funded by CCDC would have a 6:1 private/public ratio.

EVALUATION: At the Executive Director's request, the CCDC Board may consider designating a project for T3 status and authorize formal evaluation. Projects considered for T3 assistance will receive a greater degree of scrutiny than those considered for T1 or T2 assistance. CCDC may pay for and conduct a financial feasibility study which may include a "but for" test: "but for" the CCDC assistance, is the project viable? This assessment may also identify Eligible Expenses for project participation and funding alternatives. CCDC may pay for and conduct an economic impact study or may require an examination of a developer project portfolio, financial capacity, and references, etc. CCDC will utilize the Scorecard and require the project obtain a certain score in order to achieve urban design goals of its urban renewal district. CCDC may require community/stakeholder outreach. The project should produce a net positive gain for the community after any public participation. All final T3 agreements require CCDC Board approval.

ELIGIBLE EXPENSES: See page 6. Soft costs may be included in intergovernmental, Public-Public projects.

TIMING: Many of the timing elements of T3 assistance are determined on a case-by-case basis.

REIMBURSEMENT:

Private Projects: Private project reimbursement will be based on funding available and may follow the Type 2 protocol for scoring and reimbursement timing.

Intergovernmental/Public Projects: The project cost share will be determined by the CCDC Board and governmental partner and will not exceed state law regulations. Because projects for public facilities will most likely be exempt from property tax and will produce little or no tax increment income, such projects should be financially feasible based on other considerations, serve mutual goals, and produce a community benefit. CCDC bonding will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/public facility completion and certificate of occupancy.

TYPE 4: CAPITAL IMPROVEMENT PROJECT COORDINATION

OBJECTIVE: Type 4 (T4) participation coordinates CCDC-initiated Capital Improvement Plan (CIP) activities with construction activities of private development or other public agencies. The CIP is part of CCDC's strategic planning and budgeting process. Adjusting, co-timing, or accelerating CIP projects in coordination with private development can be beneficial and can create efficiencies in the construction of physical improvements. Projects eligible for T4 participation are generally those identified in the adopted CCDC CIP that is in effect and available on the CCDC website. The CCDC Board retains all discretion in determining the projects, timing, design, and locations of capital improvements.

CCDC can design, bid and build a CIP project independently of the private project or intergovernmental project. CCDC can also, in certain circumstances and subject to applicable law, sub-contract construction with a private development on a public project element.

ELIGIBLE EXPENSES: Eligible Expenses are capped based on the project budget in the adopted CIP and must align with CCDC's project implementation plan and goals.

TIMING: Many of the timing elements of Type 4 assistance are determined on a case-by-case basis.

REIMBURSEMENT: Private projects will be reimbursed upon completion after CCDC has verified cost documentation and inspected and approved the construction of the improvements. CCDC can enter into intergovernmental agreements to cooperatively participate in joint capital improvement projects.

PLANNING: CCDC invites conversation about future private project plans and timing to inform development of upcoming CIP plans.

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

OBJECTIVE: Type 5 (T5) participation is the disposition of property owned by CCDC for a redevelopment purpose. The property disposition process is governed by state statute and differentiates between disposition to a for-profit or private use, to a non-profit, and to a public or governmental body. This program meets or exceeds the statutory requirements in providing for competitive processes in property disposition.

PROCESS: CCDC's property disposition process for private/non-profit development use will involve a competitive process, typically a Request for Qualifications or Proposals (RFQ/P) for properties. The RFQ/P will provide conditions and requirements of the development project as determined by CCDC (e.g., type of project, housing income guidelines, design elements including but not limited to those addressed in the Scorecard, etc.) and in collaboration with partner agencies such as the City of Boise, the Idaho Housing and Finance Association, and the Boise City/Ada County Housing Authority. Properties may be transferred to another public entity without an RFQ/P and smaller remnant parcels may not warrant an RFQ/P. This process may require a commercial appraisal, a re-use appraisal, and the proposed project will be in accordance with the applicable urban renewal plan and law. The details of each disposition may differ based on the unique characteristics of the property being disposed.

TIMING: CCDC's property disposition process will stipulate a minimum timeframe for development to occur.

ELIGIBLE EXPENSES: The T5 disposition of property for private or non-profit development will be formalized in a Disposition and Development Agreement (DDA). The DDA will require a determination of fair value for the proposed use, which may be stipulated or restricted, based on the property redevelopment objectives. A re-use appraisal or similar method suitable to the individual property redevelopment goals will be used to establish pricing and shall include the cost to construct necessary public improvements as part of the pricing. A commercial appraisal also will be done to establish the purchase price for initial disposition of the property to the private or non-profit entity. Thereafter the project may qualify for a reduction in land price, up to an amount determined by a third party appraisal, which is based on the proposed project's expenses and financial pro-forma. If any rebate of property value is determined, it will only be made after project completion as a reimbursement.

REIMBURSEMENT: Based on the re-use appraisal, the CCDC Board can choose to reimburse for the land costs based on the project being built as proposed by the private company.

PROPERTY ACQUISITION GUIDELINES AND STRATEGY: CCDC allocates resources for Type 5 property acquisition in its budget and Capital Improvement Plan. Each acquisition will have its unique process such as whether CCDC engages a broker, the type of site control sought, and the agreement and method employed such as purchase, lease, ROFR, Option, etc. When identifying property and completing acquisition, the Agency will prepare a timeline for next steps for asset management, such as issuing an RFQ/P, remediation of barriers to development such as environmental remediation, lot realignment/consolidation, etc.

CCDC's intention is to not hold or manage property long term, but to dispose of property to create a public good, meet community needs, encourage economic development, or increase tax revenue by leveraging private development.

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

Property proposed for acquisition must meet all of the following requirements.

1. Property is located within an urban renewal district.
2. Staff provides findings that acquisition is likely to advance the urban renewal plan.
3. Potential redevelopment opportunities are identified in support of acquisition.
4. Acquisition or disposition does not/will not displace decent housing or thriving business.

Property proposed for acquisition should also meet at least one of the following criteria:

Housing Supply Opportunity

- Promotes housing infill that enhances neighborhood fabric
- Provides an opportunity to create affordable, workforce/mixed-income housing that meets the definitions of the Scorecard
- Proximity to schools, transit stops, residential services, or activity centers as defined by the City of Boise
- Promotes transit oriented development
- Protects the fabric of community (pedestrian experience, affordable or workforce housing, an existing community need/public good, etc.)

Property is Vacant or Underutilized

- High or complete vacancy, abandoned, low density, undeveloped, etc.
- Needs additional development, more density than currently allowed
- Surface parking lot

Catalytic Potential

- Site represents a catalyst for area/neighborhood if redeveloped in a certain fashion
- Underdeveloped property where improvement value is less than land value
- Property is part of a parcel assemblage to meet a long term goal: community project, affordable housing, place making, transit, etc.
- Highly visible location:
 - Corner lot, can spur redevelopment or change the atmosphere of the block
 - Located on or near a major road or corridor, near major development, major employer, etc.
- Partnership Potential – Public or Private
- Property presents a unique barrier to conventional development:
 - Environmental cleanup needs (perceived or actual)
 - Land Owner who doesn't develop
 - Historic Preservation issues, concerns, requirements
 - Unique Boise landmark

TYPE 5: PROPERTY DISPOSITION (CCDC-OWNED PROPERTY)

Economic Development Opportunity

- Site represents opportunity for job creation, new business development, or enhancing the creative economy
- Property is exceptionally low cost or low risk
- Site is well suited to serve a community need through place making, e.g., public plaza, parks, or other amenity
- Site is well suited to address an area-wide infrastructure deficiency as part of a larger redevelopment plan, such as but not limited to: public parking garage, sewer lift station, power substation, storm water bioremediation facility, mobility infrastructure, or public right-of-way

CCDC PARTICIPATION PROGRAM SCORECARD

OBJECTIVE:

This Scorecard is to be used to determine the Scoring Level for all Type 2 and Type 3 projects and as needed at the discretion of CCDC for other Program Types. Definitions and minimum specifications are provided for Eligible Expenses and Scorecard point allocation.

SCORING LEVELS:

SCORING LEVELS		
Level A: +140 points	Level B: 120-139 points	Level C: 100-119 points

NOTES ON ELIGIBLE EXPENSES:

1. Reimbursement is for hard costs and does not include soft costs, except for general conditions limited to 5% of total Eligible Expenses. CCDC limits eligible hard costs to materials and labor. (Examples of soft costs not eligible for reimbursement include but are not limited to architectural and engineering design, permits, traffic control, and mobilization, and developer overhead/administration fees.)
2. This scoring system for points that ranks potential projects includes private development activity, but should not be interpreted that CCDC will participate in those activities with CCDC funds automatically. Rather those items are for purposes of evaluating the project eligibility and scoring for qualification for funding by CCDC for public improvements.
3. The Eligible Expenses paid for in this program will only include those approved expenses as detailed in an executed agreement and not otherwise paid for by another public entity.
4. Eligible Expenses must be located in the public right-of-way or easement area.

CCDC PARTICIPATION PROGRAM SCORECARD

This Scorecard is used for the **State Street District**. Please talk to staff about scoring in all other districts or refer to the Gateway East and Downtown Districts Participation Programs.

1	ACTIVATE DORMANT/DISINVESTED SITES (1 Only)	18 total points possible
<p>Purpose: It is the statutory purpose of urban renewal and related redevelopment to arrest the decay of urban areas by improving the utilization and value of underutilized and undervalued property. Therefore, the program grants credit to those projects that make fuller use of dormant and underutilized buildings.</p> <p>a – Reuse of existing building – 18 pts b – Convert surface parking – 16 pts c – Redevelop deteriorating/deteriorated parcel – 14 pts d – Reuse of vacant land – 10 pts</p>		
a	<p>Reuse of existing building</p> <p>Reuse of a building that includes change of use including either: 1) conversion of vacant space to improved occupied space, with “vacant” defined as space unoccupied for 12 months or more; or 2) change of automotive use to retail, restaurant, office, performance, recreation or similar use; or 3) change in occupancy from a non-residential use to a residential use; or 4) change in occupancy or use classification (i.e. retail shop to restaurant, office to retail, etc.) resulting in increase in assessed value per square foot or increase in total assessed value of parcel; and a) the change of use applies to 50% or more of the building ground floor as measured by gross floor area; or b) for buildings with multiple floors, 25% or more of the building as measured by gross floor area.</p>	18
b	<p>Convert surface parking</p> <p>Development of land currently in use as surface parking, such that greater than 75% of the surface parking is converted to another use (building, streetscape, plaza, park, etc.). See Section 9.a Site Design for definition of “surface parking.”</p>	16
c	<p>Redevelop deteriorating/deteriorated parcel</p> <p>Development of site including the removal and replacement or redevelopment of a building of 500 gross square feet or more and unoccupied for a period of 36 months or more and including additional improvements to the site.</p>	14
d	<p>Reuse of vacant land</p> <p>Reuse of land currently not occupied by a building, parking lot, outdoor recreational use, public park or plaza.</p>	10

CCDC PARTICIPATION PROGRAM SCORECARD

2 REUSE OF TARGETED SITES (1 Only)	20 total points possible
<p>Purpose: The reuse of sites and buildings within a developed area of the community is in the public interest as there is an existing public investment already made by streets and utilities and, to the extent reuse attracts people and business activity, full utilization helps to support the vitality of neighboring properties. Reuse of historically significant buildings supports the authenticity and identity of the city and creates that often intangible asset referred to as “character”. Additionally, reuse of sites and buildings, and especially buildings of historic significance, is challenging because the renovation of existing buildings – bringing buildings into compliance with current building and fire codes – is costly and complex. Furthermore, existing sites may have environmental hazards from previous uses, especially if the prior uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use</p> <p>a – Reuse of National Historic Register building – 20 pts b – Reuse of site used in current or prior use as automotive or trucking, or laundry dry cleaning use – 15 pts c – Land assemblage of remnant parcels – 15 pts d – Development of a site within ¼ mile of a designated transit node – 15 pts</p>	
<p>a Reuse of National Historic Register building Reuse of a building that either 1) is and will remain listed on the National Register of Historic Places; or 2) will be listed on the National Register of Historic Places; or 3) in the opinion of Boise City Department of Planning and Development Services is eligible to be on the National Register of Historic Places according to the criteria of the National Park Service.</p>	20
<p>b Reuse of site used in current or prior use as automotive or trucking, or laundry dry cleaning use Reuse of a site for a use other than an automotive, trucking, or dry cleaning use. “Automotive use” is defined as either 1) fuel filling station; or 2) automotive or truck engine or tire repair; or 3) automotive, truck, or recreational vehicle sales; or 4) automotive or truck body or upholstery repair; or 5) automotive or truck wash or detailing; or 6) automotive or truck impound lot; or 7) automotive or truck salvage facility. “Laundry dry cleaning” use is defined as currently or formerly used as a wholesale or retail laundry dry-cleaning service. Sites/buildings formerly used as a dry cleaning qualify if they have not been adapted or site has not been remediated for a use other than dry cleaning.</p>	15
<p>c Land assemblage of remnant parcels Project combines two or more parcels to provide for a development more aligned with the State Street District Plan than would have been possible on the parcels individually either through site or financial constraints.</p>	15
<p>d Development of a site within ¼ mile of a designated transit node Development of a site located within a 0.25 mile walk from the center of a transit node identified in the State Street Framework Plan. The State Street Framework Plan (2021) identifies six transit nodes with centers at the following intersections on State Street: 1) Horseshoe Bend Road; 2) Bogart Lane 3) Glenwood Street (Gary Lane); 4) Pierce Park Lane; 5) Collister Drive; and 6) Veterans Memorial Parkway and Whitewater Park Boulevard.</p>	15

CCDC PARTICIPATION PROGRAM SCORECARD

3	ENVIRONMENTAL REMEDIATION (1 Only)	20 total points possible
<p>Purpose: Existing sites may have environmental hazards created by previous uses, especially if the previous uses include storage and distribution of petroleum products, auto repair, or laundry and dry cleaning. Removing building and site contamination is beneficial to public health and removes obstacles to productive use.</p> <p>a – >\$100,001 costs – 20 pts b – \$50,001-\$100,000 costs – 16 pts c – \$10,000-\$50,000 costs – 12 pts</p>		
a	<p>More than \$100,001 costs</p> <p>Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	20
b	<p>\$50,001 - \$100,000 costs</p> <p>Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	16
c	<p>\$10,000 - \$50,000 costs</p> <p>Costs are for those conditions identified by a formal environmental assessment or declared by a third party to be environmentally hazardous.</p>	12

CCDC PARTICIPATION PROGRAM SCORECARD

4 UTILITY INFRASTRUCTURE (all that apply)	70 total points possible
<p>Purpose: The finance and construction of utilities and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public utilities as an eligible activity. Finance and construction of utility infrastructure not only stimulates private investment but generates public benefits that are typically distributed broadly in expanding services in both the short term and long term.</p> <p>Utility infrastructure eligibility definition: Includes replacing/re-routing a main line, increasing the capacity of a main line, or extending a main line to a development site. It does NOT include connecting to an existing service line or adding a new line to connect to an existing main line.</p> <p>a – Integrate or enhance the Boise Canal – 10 pts b – Replace or expand city-owned fiber conduit – 10 pts c – Project will be “broadband ready” – 10 pts d – Replace or expand power – 10 pts e – Replace or expand sewer – 10 pts f – Replace or expand water – 10 pts g – Storm water mitigation – 10 pts</p>	
<p>a Integrate or enhance the Boise Canal</p> <p>Eligible projects will integrate the canal system in design and orientation in alignment with the State Street Corridor Transit Oriented Development Policy Guidelines (2008) Objective r3.3.2 – ‘Incorporate natural water features’ which states “The canal system, particularly north of State Street is [a] natural amenity and attractor for node development. Canals should be day-lighted and nodes designed to integrate spring/summer irrigation flow and non-flow periods. Walking paths and trails should be preserved adjacent to canals.”</p> <p>Projects for which improvements to the canal are required for safety and continued use and operation of the canal system including the construction of bridges or culverts may also be eligible for points in this category.</p>	10
<p>b Replace or expand city-owned fiber conduit</p> <p>See utility infrastructure eligibility definition above.</p>	10
<p>c Project will be “broadband ready”</p> <p>Project qualifies if it includes: 1) Telecommunications conduit used by providers to service the building, in addition to what is requested by existing telecommunications providers 2) Internal building conduit i.e. install at least 2 each of 1” conduits to each tenant space; all cabling internal to the building shall not be the sole property of the provider but rather the property of the building owner 3) Do not enter into an exclusive contract or agreement with one provider to market or service the building 4) Do not charge rent, lease fees or participate in revenue sharing of any kind with telecom provider.</p>	10
<p>d Replace or expand power</p> <p>See utility infrastructure eligibility definition above.</p>	10
<p>e Replace or expand sewer</p> <p>See utility infrastructure eligibility definition above.</p>	10
<p>f Replace or expand water</p> <p>See utility infrastructure eligibility definition above.</p>	10

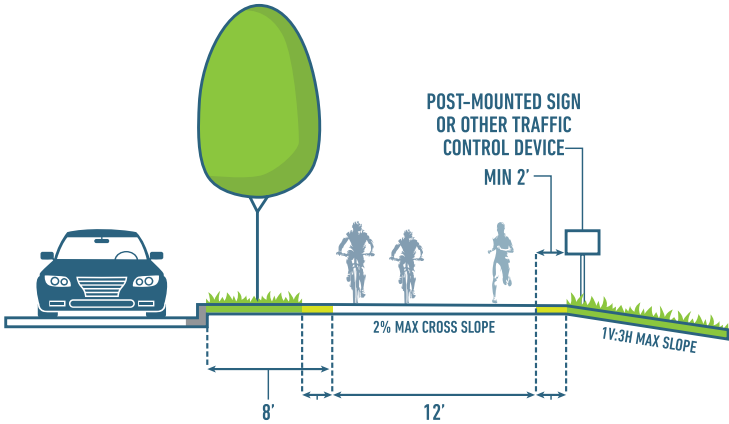
CCDC PARTICIPATION PROGRAM SCORECARD

4	UTILITY INFRASTRUCTURE (all that apply)	70 total points possible
g	Storm water mitigation Project qualifies if it includes: 1) the construction of new storm water treatment facilities on or adjacent to the site; and 2) the project's storm water treatment facilities meet the standards of Boise City and Ada County Highway District for retention; and 3) the design of storm water treatment facilities has received Boise City design review approval.	10

CCDC PARTICIPATION PROGRAM SCORECARD

5	CONNECTIVITY (all that apply)	85 total points possible
<p>Purpose: The finance and construction of streets and related infrastructure is fundamental to urban renewal and redevelopment. Idaho urban renewal law explicitly includes the furnishing of public streets as an eligible activity. In addition, the finance and construction of streets and pathways for pedestrians and bicyclists improves access to businesses and recreational amenities. The design of streets is essential to the physical form of development and the extent to which it supports clustering of economies that thrive on the synergy of multiple businesses, institutional uses, and social activities utilizing commercial enterprises.</p> <p>a – Add or extend a street – 15 pts b – Add a ground-level plaza or park – 15 pts c – Add or extend an alley – 10 pts d – Add a pathway – 15 pts e – Add or substantially improve a sidewalk with trees – 5 pts f – Add or substantially improve bike facilities – 15 pts g – Add or improve a street crossing for pedestrians or cyclists – 10 pts</p>		
a	<p>Add or extend a street</p> <p>The addition or extension of a public street providing pedestrian access and meeting the definition of “Public Street” pursuant to Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least part of the roadway and including curb, gutter and sidewalk.</p>	15
b	<p>Add a ground-level plaza or park</p> <p>For the Park or Plaza to qualify, it shall have a minimum surface area of 800 square feet that is functionally suitable for walking, standing, or sitting. A Park or Plaza must be approved by the City of Boise and in the right of way or a dedicated public easement area. The park/plaza must be clearly marked with monument signage as a public space, and must be available for public use.</p>	15
c	<p>Add or extend an alley</p> <p>The addition or extension of a public alley as defined by Chapter 9-20 of the Boise Municipal Code (Boise Subdivision Ordinance) or as approved by Boise City and Ada County Highway District. In order to meet this criterion, improvements should be made for a minimum length of 25 feet for at least one half the width of the alley.</p>	10
d	<p>Add a pathway</p> <p>The addition or extension of a pathway providing access across the site linking origins and destinations off the development site and for non-motorized transportation and having a minimum width of six feet. To be an eligible expense the pathway must be in the right of way or a dedicated public easement area.</p>	15

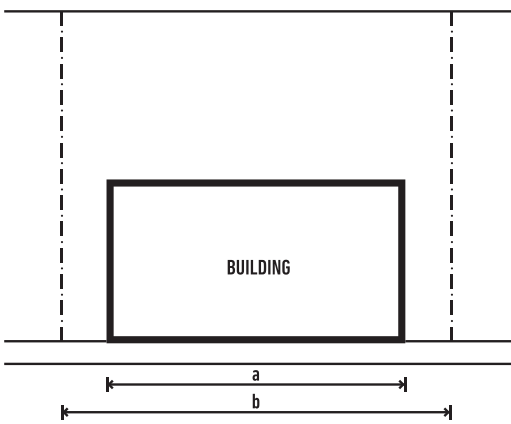
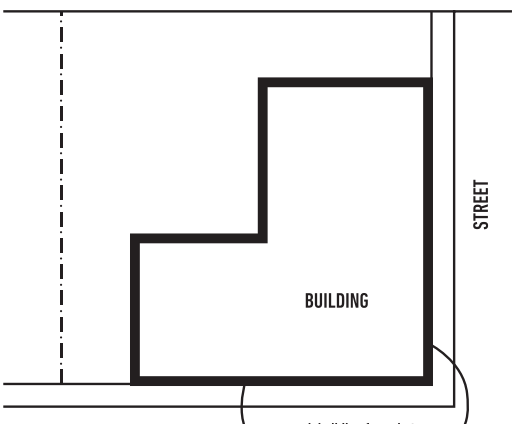
CCDC PARTICIPATION PROGRAM SCORECARD

5 CONNECTIVITY (all that apply)	85 total points possible
<p>e Add or substantially improve a sidewalk with trees</p> <p>The addition, extension, or substantial improvement to the surface for a minimum of 6 feet in width and 25 feet in length. Substantial improvement is defined as the addition of a new concrete, brick or other approved surface and trees shading the sidewalk as directed by the Boise Design Review Standards or approved by Boise City. A sidewalk differs from “pathway” in that the former is typically adjacent to and parallel with a curb and street.</p>	5
<p>f Add or substantially improve multi-use pathway</p> <p>The addition, extension, or substantial improvement of a pathway with a minimum of 12 feet in width and 25 feet in length with an 8-foot wide landscape buffer planted with trees, as directed and approved by the City of Boise. Substantial improvement is defined as the addition of new concrete or other approved surface.</p> <p>Figure 5f: multi-use pathway</p>  <p>The diagram illustrates a multi-use pathway layout. On the left, a car is shown on a street. To its right is an 8-foot wide landscape buffer containing a single tree. Adjacent to the buffer is a 12-foot wide multi-use pathway. The pathway has a 2% maximum cross slope. To the right of the pathway is a 1V:3H maximum slope. A post-mounted sign or other traffic control device is positioned on the slope, with a minimum 2-foot clearance from the pathway.</p>	15
<p>g Add or improve a street crossing for pedestrians or cyclists</p> <p>The addition or substantial improvement of a marked crosswalk creating a more comfortable Bicycle Level of Traffic Stress (BLTS) or Pedestrian Level of Traffic Stress (PLTS) as measured by the Livable Streets Performance Measures adopted by the Ada County Highway District in 2021. A project will be eligible if it improves existing or non-existing intersection features such that the BLTS or PLTS becomes level 1: High Comfort for All.</p>	10

CCDC PARTICIPATION PROGRAM SCORECARD

6 MOBILITY (all that apply)	50 total points possible
<p>Purpose: State Street is a critical transportation corridor linking the employment center of downtown Boise to communities to the west, many of which are growing rapidly. Expanded mobility choices and access to high-capacity transit is essential for the State Street District to improve the capacity and efficiency of the street system. Future bus rapid transit (BRT), a connected local street network, multi-use paths along State Street and other bicycle and pedestrian amenities in the district are essential features of a future complete transportation system. Additionally, mobility improvements, such as parking structures located at key transit nodes, can increase transit ridership and reduce the amount of surface parking that can then free up land for future development.</p> <p>Mobility refers to facilities, amenities, and infrastructure that support: buses, transit, pedestrians, bicycles, scooters, EV and other alternative modes of transit.</p> <p>a – Transit stations, facilities, and rider amenities – 15 pts b – Last mile mobility choices and amenities – 10 pts c – Remove curb cuts and consolidate driveways – 10 pts d – Bike lanes and other cyclist amenities – 5 pts e – Pedestrian oriented signage and wayfinding – 5 pts f – TDM parking operations (operate shared parking model) – 5 pts</p>	
a Transit stations, facilities, and rider amenities The addition or substantial improvement of transit facilities following Valley Regional Transit Bus Stop Location and Transit Amenities Development Guidelines and approved by public agencies as needed. Improvements include curb clearance for bus stopping zones, pedestrian waiting/standing areas, signage, transit shelters or other weather protection, benches, trash receptacles, lighting, landscape features, intelligent transportation features (ITS), transit islands, or transfer/transit centers.	15
b Last mile mobility choices and amenities Transportation services and infrastructure that enhance connections to and from public transit. Examples include shared bike hubs, secure public bike storage, public scooter parking, and rideshare pickup/drop-off zones.	10
c Remove curb cuts and consolidate driveways Project reduces the number of existing curb cuts and vehicular pedestrian/cyclist conflict points through consolidation of vehicular circulation, entrances, or exits.	10
d Bike lanes and other cyclist amenities The addition or extension of bike lanes in the right of way and having a minimum of five feet in width and 25 feet in length, or the addition of secure public bike parking, shared bike systems, bike repair stations, etc. to a project. To be an Eligible Expense, bike facilities must be in the right of way or dedicated public easement area.	5
e Pedestrian oriented signage and wayfinding Pedestrian scale signage for wayfinding to nearby public amenities, transit routes, and multimodal transportation options, shopping, services, and neighborhood information and amenities.	5
f TDM parking operations (operate shared parking model) Project has a recorded shared parking plan with internal uses or directly adjacent properties and utilizes components of the City's Transportation Demand Management Program.	5

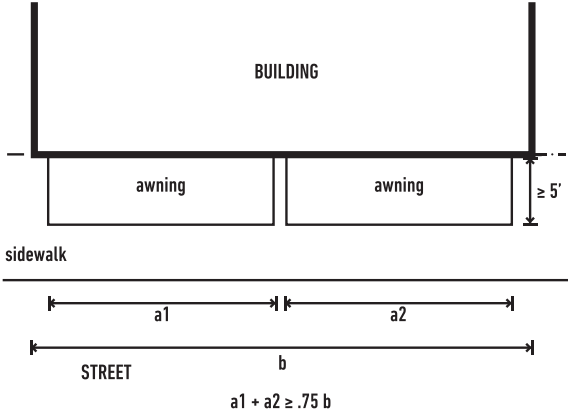
CCDC PARTICIPATION PROGRAM SCORECARD

7 WALKABILITY (all that apply)	71 total points possible
<p>Purpose: The lively social, cultural, and economic environment of a walkable urban area attracts people and business activity and has that much sought after “sense of place”. The design elements of buildings and open spaces are key to a pedestrian-oriented environment, though sometimes there are market forces that work in opposition to these important design elements. Therefore, the program provides incentives to said design elements to promote economic vitality.</p> <p>a – Sidewalk/setback abutted by the ground floor building face along the primary street will be equal to or greater than 70% – 18 pts</p> <p>b – Ground floor glazing on street frontages will be equal to or greater than 60% or 30% for residential – 16 pts</p> <p>c – Ground floor height will be equal to or greater than 12’ – 12 pts</p> <p>d – Main entry is prominent and egress is to intersection or primary street, not to parking lot – 12 pts</p> <p>e – Ground floor frontage has functional awnings greater than or equal to 75% or 30% for residential – 8 pts</p> <p>f – Public art element – 5 pts</p>	
<p>a Sidewalk/setback is abutted by the ground floor building face for new buildings, equal to or greater than 70%. Existing buildings will be eligible if more than 50% of building SF on parcel has been removed.</p> <p>Determined by dividing a) the distance of all exterior walls which are adjacent to and approximately parallel with property lines adjoining the public street right-of-way, excluding alleys, by b) the distance of all property lines adjoining the public street right-of-way, excluding alleys (Figure 7a-1). Existing buildings maintaining over 50% of square footage are eligible for these points regardless of the percentage of building face which abuts the sidewalk/setback. In the case of a corner site, 70% of each building face must abut a sidewalk / setback (Figure 7a-2).</p> <div data-bbox="186 1081 760 1610"> <p>Figure 7a-1: building abutting sidewalk</p>  <p>$a/b \geq 0.7$</p> </div> <div data-bbox="766 1081 1339 1610"> <p>Figure 7a-2: building abutting sidewalk on corner</p>  <p>each building face abuts $\geq 70\%$ sidewalk/setback</p> </div>	18

CCDC PARTICIPATION PROGRAM SCORECARD

7 WALKABILITY (all that apply)		71 total points possible
<p>b Ground floor glazing on street frontages will be equal to or greater than 60% or 30% for residential</p> <p>For consistency, the “ground floor” of a building is defined as 12’ tall; any glazing higher than 12’ will not be included in this calculation. Glazing on street frontages includes all transparent windows and doors on exterior building walls on a plane 0 to 45 degrees of the property line adjoining the street (Figure 7b).</p>	<p>Figure 7b: ground floor glazing</p>	<p>16</p>
<p>c Ground floor height will be equal to or greater than 12’</p> <p>The height of the ground floor from sidewalk grade to finished ceiling, irrespective of suspended ceilings, shall have a minimum height of 12 feet. The height of the ground floor ceiling is calculated starting from sidewalk grade, irrespective of the height of the finished floor (Figure 7c).</p>	<p>Figure 7c: ground floor height</p>	<p>12</p>
<p>d Main entry is prominent, on the ground floor and faces the street not the parking</p> <p>The principal ground floor building entrance shall face the street, be visible from the street and not shielded by columns, fences, or landscaping, nor shall it be separated from the street by surface parking (Figure 7d). In the event of a building site with multiple street frontages, any street shall qualify.</p>	<p>Figure 7d: main entry prominence</p>	<p>12</p>

CCDC PARTICIPATION PROGRAM SCORECARD

7 WALKABILITY (1 only)	18 total points possible
<p>e Ground floor frontage greater than or equal to 75% or 30% for residential, has functional awnings that extend 5' over public right-of way or a public easement area</p> <p>Awnings serve a public purpose and help promote walkable and livable streets by providing protection from the elements to anyone using the sidewalk. Awnings that cover sidewalk/patio dining allow the public to enjoy the public space throughout all of Boise's seasons and stimulate economic opportunities for local businesses. Functional, non-retractable awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way (Figure 7e). Awnings must not be more than 15' above the sidewalk level. Awnings located in the public realm must obtain the necessary approval from the Boise City Design Review Committee and an encroachment license from Boise City or Ada County Highway District, which license is revocable. Awning maintenance is the responsibility of the building owner. Acceptable Eligible Expenses for awnings will be determined by comparing the request to conventional, commercially reasonable estimates, which are evaluated on a per square foot basis as part of the Participation Program application. CCDC may determine that some but not all of the awning expenses are in the public's best interest.</p> <p>Figure 7e: awnings</p> 	8
<p>f Public art element</p> <p>To qualify as an Eligible Expense, public artwork must be selected through the Boise City Department of Arts and History's Public Art Program process. The art will also need to be approved by Boise City as part of the process. Public art must be located in the public right-of-way or a dedicated Public Art Easement/License Agreement. Ownership and maintenance will be determined by Boise City, and in most cases the building owner will retain ownership of artwork and be responsible for ongoing maintenance with a minimum lifespan prescribed in an associated agreement (i.e. a maintenance agreement or Art Façade Easement). Reimbursement for public art is capped at 1% of the total project budget.</p>	5

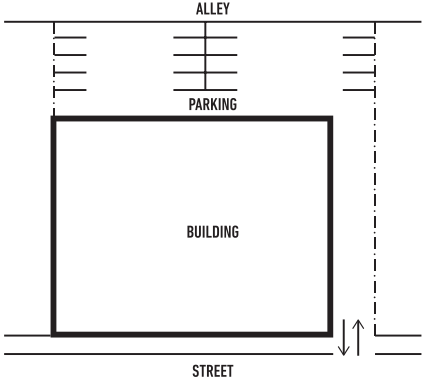
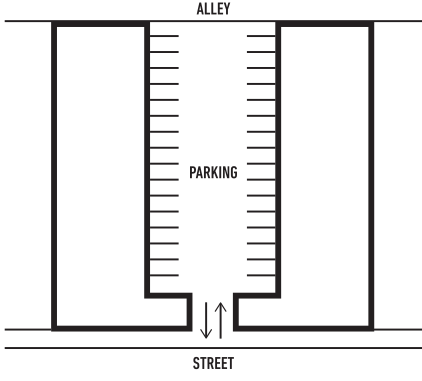
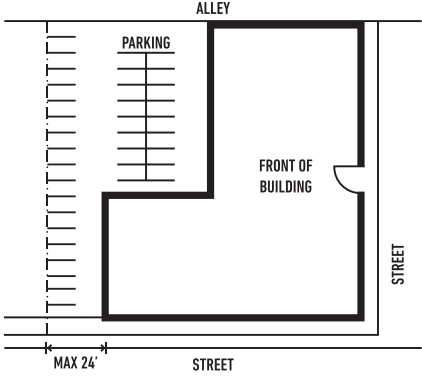
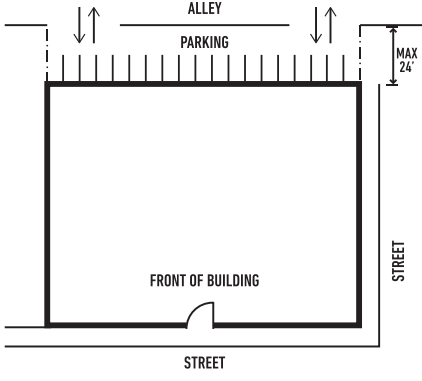
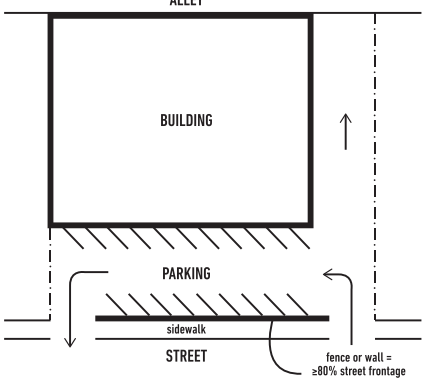
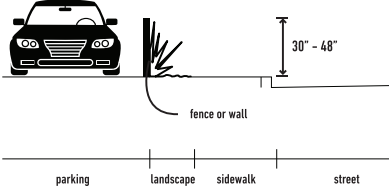
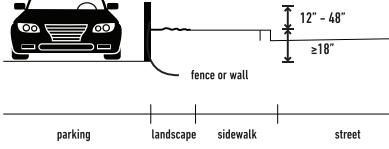
CCDC PARTICIPATION PROGRAM SCORECARD

8	COMPACT DEVELOPMENT (1 only)	10 total points possible
	<p>Purpose: Urban economists have long understood the importance of density as a key element in the economic and social health of cities and city downtowns in particular. Urban density provides the critical mass necessary to support business activity where land and construction prices are often higher. The proximity of businesses and individuals to one another provides economic linkages through buyer and seller relationships, which are essential to supporting energetic central city economies. Density creates a concentration of people, which attracts other people, which in turn supports business activity and a sense of urban safety and security.</p> <p>Calculation: Floor Area Ratio, or FAR, is a measure of density across various urban land uses. FAR is calculated by dividing the gross floor area for building(s) on a site by the area of the site. Gross floor area is the sum of all horizontal areas within the exterior walls of all above-ground floors of the building. For example, a building with a gross floor area of 100,000 square feet on a site of 50,000 square feet has a FAR of 2.0. Finished basements and exterior stairwells can be included in this calculation.</p> <p>a – 3.0 + FAR – 10 pts b – 2.0 to 2.9 FAR – 8 pts c – 1.0 to 1.9 FAR – 6 pts d – 0.5 to 0.9 FAR – 4 pts</p>	
a	3.0+ FAR See above.	10
b	2.0 to 2.9 FAR See above.	8
c	1.0 to 1.9 FAR See above.	6
d	0.5 to 0.9 FAR See above.	4

CCDC PARTICIPATION PROGRAM SCORECARD

9	SITE DESIGN (all that apply)	30 total points possible
	<p>Purpose: How parking and loading areas are designed is important for the liveliness to State Street. Large areas of surface parking erode the density of people and business activity and adversely affect environments for pedestrians. A highly walkable environment is especially important to the health of retail shops, restaurants, and entertainment venues. Locating parking and loading areas at the rear or interior of buildings is a solution that is effective on a small scale. For larger parking needs, the provision of parking within parking garages is generally most effective although structured parking is expensive. For economic and aesthetic reasons, the provision of parking below grade is preferred over above-grade parking, although parking below grade is substantially more expensive to build than above grade parking. Where the provision of surface parking adjacent to streets and sidewalks is necessary, the negative effects of such parking may be mitigated by the installation of an attractive wall or fence between the parking and the street right-of-way. The wall and fence serves as a “street wall” providing the vertical element essential for a sense of enclosure for the street and sidewalk.</p> <p>a – Structured parking below or above grade, or no surface parking – 10 pts</p> <p>b – Parking location is to rear side of building – 5 pts</p> <p>c – Internal circulation creates parking blocks no larger than 55,000 Square-Feet – 5 pts</p> <p>d – Pedestrian access <= 250’ – 5 pts</p> <p>e – Buildings are placed at corners of intersections or along main street(s) – 5 pts</p>	
a	<p>Structured parking below or above grade, or no surface parking</p> <p>Any parking area consisting of three or more parking stalls covered by a roof with usable space above and surrounded on two or more sides by columns or walls. Free-standing garages and carports, unless they have usable space above the parking area, do not meet this definition. Additionally, 25% or more of the parking provided on the site shall be located within the parking structure as defined. For example, a development site for which 25 or more of the 100 parking stalls on site are within a structure meets this criterion. Agency staff shall have discretion in determining eligibility for sites of unusual configurations.</p>	10

CCDC PARTICIPATION PROGRAM SCORECARD

<div>9</div> <div>SITE DESIGN (all that apply)</div>	<div>30</div> <div>total points possible</div>
<div>b</div> <div>Parking location is to rear side of building</div> <div>Surface parking shall be located interior to the site, as shown in figures 9-1 through 9-4 below. For adaptive reuse projects, adding parking screen with a wall, fence or landscaping as shown in figures 9-5 and 9-6 will qualify.</div>	<div>5</div>
<div>Figure 9-1: parking to rear of building</div> 	<div>Figure 9-2: parking to interior of building</div> 
<div>Figure 9-3: parking to rear on a corner site, option 1</div> 	<div>Figure 9-4: parking to rear on a corner site, option 2</div> 
<div>Figure 9-5: screened and sunken parking</div> 	<div>Figure 9-6a:</div>  <div>Figure 9-6b:</div> 

CCDC PARTICIPATION PROGRAM SCORECARD

9	SITE DESIGN (all that apply)	30 total points possible
c	Internal circulation creates parking blocks no larger than 55,000 square-feet The development must include an internal circulation system that is similar to streets and must divide the site into parking areas that are no greater than 55,000 square feet.	5
d	Pedestrian access <= 250' Sidewalks or pathways with a minimum width of 5-feet shall connect the pedestrian facilities along the street to entrances of the buildings without crossing areas shared by vehicles such as parking lots or drive aisles. A pedestrian connection meeting the above definition shall be provided for every 250-feet of frontage, for example, a property with 750 feet of frontage shall provide three connections.	5
e	Buildings are placed at corners of intersections or along main street(s) Building walls will abut the most actively used street sidewalk or setback. Main entrances will be located on the most actively used street adjacent to the site. Buildings on corners will have main entrances engaging the street intersection.	5

CCDC PARTICIPATION PROGRAM SCORECARD

10 TARGETED USES (all that apply)	56 total points possible
<p>Purpose: Some uses more than others have the potential to generate secondary activities commonly referred to as “spin-off development.” Some uses perform better than others in producing jobs with relatively high wages and salaries. Some uses are beneficial because they generate products and services that are exported outside the community and region. In addition, some activities are valuable within the mix of uses in Boise but may be missing or in short supply, like housing. The following is a list of uses and business categories with these characteristics. This program awards points as a way to incentivize and mitigate obstacles for the development of these uses. Staff may use discretion when awarding use points to projects that meet the spirit of the purpose but may fall short on the definition requirements.</p> <p>a – Multi-story building(s) with a vertical mix of uses – 10 pts b – Affordable housing – 20 pts c – Middle income or workforce housing – 15 pts d – Pedestrian-focused, neighborhood serving retail – 3 pts e – Food and beverage economy – 3 pts f – Minority owned or local business – 5 pts g – Drive-thru retail – -8 pts</p>	
<p>a Multi-story building(s) with a vertical mix of uses</p> <p>A building that includes a combination of residential and commercial or office uses. Commercial uses are typically found on the ground level, with residential and/or office uses occupying the upper floors of buildings.</p>	10
<p>b Affordable housing</p> <p>Residential project with 10 or more dwelling units that is funded with Low-Income Housing Tax Credits awarded by the Idaho Housing and Finance Association or equivalent. Project must serve households whose incomes are at or below 60% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department standards.</p> <p>Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 Program (see Type 2 information on page 13).</p>	20
<p>c Middle income or workforce housing</p> <p>Residential project with 10 or more dwelling units, in which not less than 10% of the units serve households whose incomes are at or below 100% Area Median Income in Ada County as defined by current U.S. Housing and Urban Development Department Standards. Income Qualified Units must be integrated throughout the development cohesively with market rate units. No difference between the units should be obvious from the exterior.</p> <p>Developer must supply CCDC with the project’s rent roll showing that the project meets the above requirements for the Reimbursement Term to qualify for these Scorecard points on an annual basis.</p> <p>Rental projects that meet these criteria may be eligible for an increased reimbursement term and reimbursement factor in the Type 2 program (see Type 2 information on page 13).</p>	15
<p>d Pedestrian-focused, neighborhood serving retail</p> <p>A use which provides day-to-day services for nearby residents and is accessible via pedestrian connection to the larger neighborhood pedestrian system. Examples could include day cares, medical facilities, groceries, and restaurants. Agency staff shall have discretion in defining eligibility through an analysis of existing pedestrian facilities and uses in the nearby area.</p>	3

CCDC PARTICIPATION PROGRAM SCORECARD

10	TARGETED USES (all that apply)	56 total points possible
e	Food and beverage economy "Food Economy" is any organization with a minimum of 2 members and 50% or more of its workforce employed in Standard Occupation Codes (Federal Bureau of Labor Statistics) 35-1000 through 35-9099 excepting 35-2011 through 35-2013, 35-3020 through 30-2029, and 35-3041; or SOC's 51-3000 through 51-3099 excepting 51-3023; working at the subject location and occupying 5,000 square feet or more of the building on site.	3
f	Minority owned or local business "Minority Owned" is any organization at least 51% owned, operated and controlled on a daily basis by one or more U.S. citizens who are socially and economically disadvantaged as defined by the federal government in Title 13 Part 124 of the Code of Federal Regulations. "Local Business" is any organization registered through the Idaho Secretary of State that is at least 51% owned, operated, and controlled on a daily basis by residents of the State of Idaho. Ineligible businesses include publicly traded companies, multilevel marketing, gambling establishments, pyramid investments, and adult entertainment. To qualify for points, Minority Owned or Local Businesses must occupy 5,000 square feet or more of the building on site.	5
g	Drive-thru retail Any actively used drive-thru facility on the project site.	-8

CCDC PARTICIPATION PROGRAM SCORECARD

11	SUSTAINABLE BUILDING (1 only)	10 total points possible
<p>Purpose: The long term operating efficiency of buildings, like working roads, sewer and other utilities, is important to the long term viability of Boise and address issues such as EPA non-attainment status and heat island mitigation. Energy efficient buildings are commercially sought after, and create long term value in the private community infrastructure by leaving more resource capacity available for additional growth.</p> <p>a – Living building/net zero/passive house – 10 pts b – LEED Certification – 5 pts c – Onsite energy generation – 5 pts d – EV charging stations – 5 pts</p>		
a	Living building/net zero/passive house As determined by any accrediting agency or third party demonstrating the same or equivalency. Upon completion of the development, provide documentation from an accredited agency or equivalent third party.	10
b	LEED Certification As determined by any accrediting agency or third party demonstrating the same or equivalency. Upon completion of the development, provide documentation from the U.S. Green Building Council showing certification.	5
c	Onsite energy generation Electric generating systems such as solar panels are installed on-site and provide power to the development or grid.	5
d	EV charging stations Public parking spaces for electric vehicles and the necessary equipment to charge them.	5



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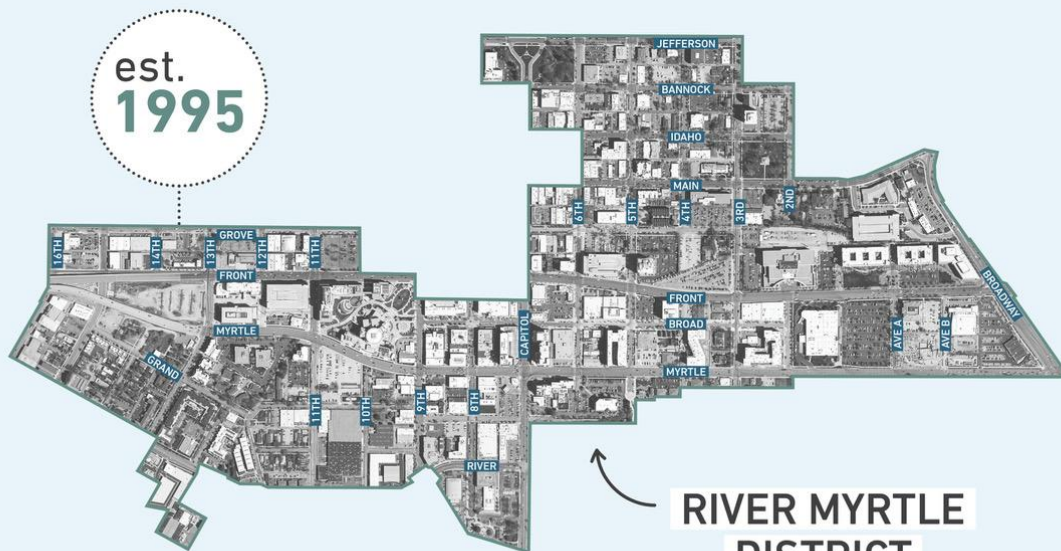
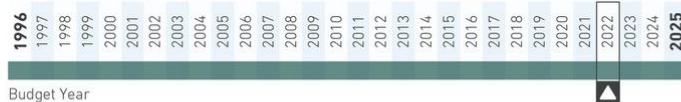


DATE: October 10, 2022
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



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," has been delayed due to unforeseen fabrication requirements. The Agency is investigating options for amending the agreement to extend the deadline.
Project Lead: Alexandra Monjar

CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks: This partnership with Boise 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 Board approved the project in March for T4 Agreement Designation. Staff is preparing the final agreement for approval. *Project Lead: Karl Woods*

US Assay Office Pathway & Landscaping- 210 W Main St - PP

Type 1: Landscaping and historical improvements on the US Assay Office. The Board approved an agreement in August and work expected to commence in the spring. *Project Lead: Kevin Holmes*

The Broadstone Saratoga - 1201 W Grove St - PP Type 4:

334-unit mixed-use development with 377 parking spaces and ground floor retail. With \$100M in total development costs, the Agency expects \$1.3M reimbursement for alley improvements, streetscapes, and utility work. The project coordinates overlapping public improvements with Linen Blocks on Grove Street capital project between 12th and 13th Streets. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in August. The Agency plans to present a final agreement for Board approval in December. *Project Lead: Kevin Holmes*

Infrastructure

“Rebuild 11th Street Blocks” - 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 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 existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies, performed a concept analysis, and initiated final design work prior to putting the project on-hold in early 2019. CCDC will assist the City by managing the remainder of Final Design, agency approval and construction processes. CCDC will enter a Cost Share Agreement with ACHD to complete design, outreach, and construction work for portions of these corridors located outside of URD boundaries. The City and CCDC presented a proposed project approach to the ACHD Commission at a Joint City/ACHD meeting on September 22, 2022. A follow-on presentation to the ACHD Commission for the cost share agreement is anticipated prior to November 2022. Staff anticipates consultant final design work to begin fall 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. CCDC will incorporate traffic signal improvements in the 5th & 6th Two-Way Conversion project as listed above. *Project Lead: Zach Piepmeyer*

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.

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. CCDC submitted a DR package for review on March 4 and met with the City on April 11 to discuss the submittal. CCDC received a letter regarding the submittal on April 15 and had a follow-up meeting with the City on April 25. CCDC revised and resubmitted the drawings on June 10, 2022. Preliminary comments received and CCDC has worked with the City and ACHD to gain approval of a City directed curbless street design. CCDC has unofficial Design Review comments from the City and is proceeding into construction documents. *Project Lead: Karl Woods*

Linen Blocks – West 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. The Agency will be requesting Board approval of Amendment No. 1 to Guho's contract for advanced sewer relocation work at the Board's October 10, 2022 meeting. Guho anticipates starting sewer construction mid-November 2022 with construction of the full improvements to follow in January 2023. *Project Lead: Amy Fimbel*

Boise Canal Multi-Use Pathway - 3rd Street to Broadway: As identified in the recently adopted 2022 City of Boise Pathway Master Plan and the 2020 Old Boise Blocks Visioning Report, 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. Because no continuous public right-of-way exists within which to construct the pathway, close coordination and cooperation with property owners will be essential. CCDC has initiated preliminary discussions with property owners and agency partners. CCDC selected The Land Group to assist with design and construction administration services through a competitive RFQ process. Consultant design work anticipated to begin fall 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. CCDC completed public outreach on the draft alternatives in February 2022 with selection of a preferred alternative by Boise City Council at a Work Session on April 5, 2022. The Board approved a task order with The Land Group for Final Design and Services during Construction at the May 2022 Board meeting. Final Design services to be completed by January 2023 with construction beginning early spring 2023. The project consultant team submitted a Design Review Application to the City of Boise in late June 2022. *Project Lead: Zach Piepmeyer*

521 W Grove St. Public Space

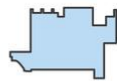
This project will develop an Agency-owned parcel at 521 W. Grove Street into a public space that celebrates the neighborhood's multi-cultural history, provides additional event space to support street festivals on the adjacent Basque Block, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy. Project in collaboration with Boise Parks, which will assume ownership, operation, and maintenance. A Design Team has been selected through an RFQ process. Staff is seeking Board approval for the selection of the Design Team in October. *Project Lead: Karl Woods*

Special Projects

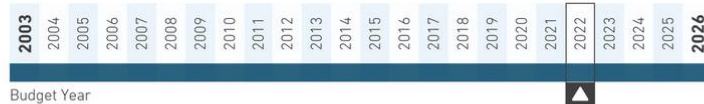
RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

703 S 8th Street - Property Acquisition: This parcel, owned by the Merrill Family Trust was offered for sale through a closed bid auction in June 2022. Considering its location on a block otherwise owned by the City of Boise and the civic and cultural amenities nearby, the Agency submitted an offer to purchase with the intention of transitioning the parcel to the City of Boise. The Agency Board approved the Purchase and Sale Agreement for this property at its July meeting, then reviewed and approved an appraisal to continue with acquisition of the property on August 24, 2022. The Agency closed on the property on September 9. The Agency is integrating the property into its management operations and the next step is to plan for transition of the property to the City of Boise. *Project Lead: Alexandra Monjar*

WESTSIDE DISTRICT



157 ACRES



est.
2002



WESTSIDE DISTRICT

DISTRICT MAP



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 Board approved the T4 Agreement on February 14, 2022. Construction is complete on the project. *Project Lead: Karl Woods*

1721 W Idaho Street - The Martha - Agency-Owned Property: The Agency negotiated a Disposition and Development Agreement with SMR Development LLC as approved at its July 12, 2021 Board Meeting. In accordance with the terms of the Agreement, sale of the property closed on October 15, 2021 and the project is under construction, with the frame and roof now complete. The Developer worked with Surel's Place to select Laurel Rau to create a mural, the concept which was approved by the Board August 8, 2022. The Mural was completed earlier this month and overall project completion is expected in Spring 2023. *Project Lead: Alexandra Monjar*

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 and approved the Agreement to Negotiate Exclusively (ANE) with the developer in March 2022. The Agency and developer are negotiating terms for two Disposition and Development Agreements (DDA) - one for the Mixed-Use Residential & Mobility Hub Project on Block 68 South involving disposition of 1010 W Jefferson St, and one for the Workforce Housing Project on Block 69 North involving a land exchange of 421 N 10th St for a portion of Block 69 N and the Agency's subsequent disposition of the exchanged properties. The Agency and YMCA executed this Land Exchange Agreement in July 2022. The Agency will bring three items to the Board for approval in October: 1) an Amended and Restated Land Exchange to save time in the development schedule, 2) the Block 69 North Workforce Housing Project DDA, and 3) a First Amendment to the ANE to extend its deadline allowing the Board to consider the Block 68 South DDA at its December meeting . *Project Lead: Alexandra Monjar*

1010 W Jefferson Street - 10Ten Building - Agency Owned Property: McAlvain Construction Companies will be using 60 parking spaces for staging items for Rebuild 11th Street Blocks, as well as using a small office space on the second floor for a construction field office. Atlas will be conducting **site walks for the demo inspection in September**. No significant maintenance items to report. *Project Lead: Amy Fimbel/ Aaron Nelson*

421 N 10th Street - Agency Owned Property: As of May 30, 2022, the building has no tenants, all signage has been removed. Touch up painting completed to make the exterior more presentable. The parking space lines repainted as of June 23, the Agency is working on an agreement with the Car Park on managing and monitoring the lot. *Project Lead: Aaron Nelson.*

1700 W Main Street - Rock Hard Granite Renovation - PP Type 1: Approval of the final agreement for this commercial building renovation occurred in February and some demolition has begun. The developer is working through final permitting with the City of Boise and expected completion date is TBC. *Project Lead: Alexandra Monjar*

1744 W Main Street - West End Food Hub - PP Type 1: One Time Assistance for public streetscape improvements related to the conversion of an existing building into a food kitchen with 15 individual kitchen areas serving delivery orders. The Board designated the project for Type 1 participation in September. The Agency plans to present a final agreement for Board approval in October. *Project Lead: Kevin Holmes*

1015 Main Street - Smith Block Building - PP Type 1: This restoration project includes extensive facade renovation work sensitive to the historic nature of the building. The first-floor retail space will be renovated with the exterior of the building into a new bar. The developer is seeking Type 1 assistance to reimburse for restoration costs associated with the facade renovation including replacing windows, historically accurate awnings and new storefront display windows and entry doors. The Board will consider the project for Designation at the October 10, 2022 meeting. *Project Lead: Kassi Brown*

Infrastructure

"Rebuild 11th Street Blocks" - 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 lead the design effort and McAlvain Construction Companies is the Construction Manager/General Contractor (CM/GC). Construction started June 2022. *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 and a landscaped median at select locations throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters and potential landscaped median features between 12th and 14th Streets. ACHD bid this project in August but rejected all bids due to high pricing. ACHD will re-bid the project in the fall and will extend the construction duration from spring 2023 into summer 2024. Staff continues to coordinate with ACHD and development teams associated with YMCA and Block 68/69. *Project Lead: Zach Piepmeyer*

1110 W Grove St - Renegade Hotel - PP Type 4: The Agency has been in communication with Hendricks Commercial Properties to coordinate streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May and its Type 4 Agreement was approved by the Board in September. *Project Lead: Alexandra Monjar*

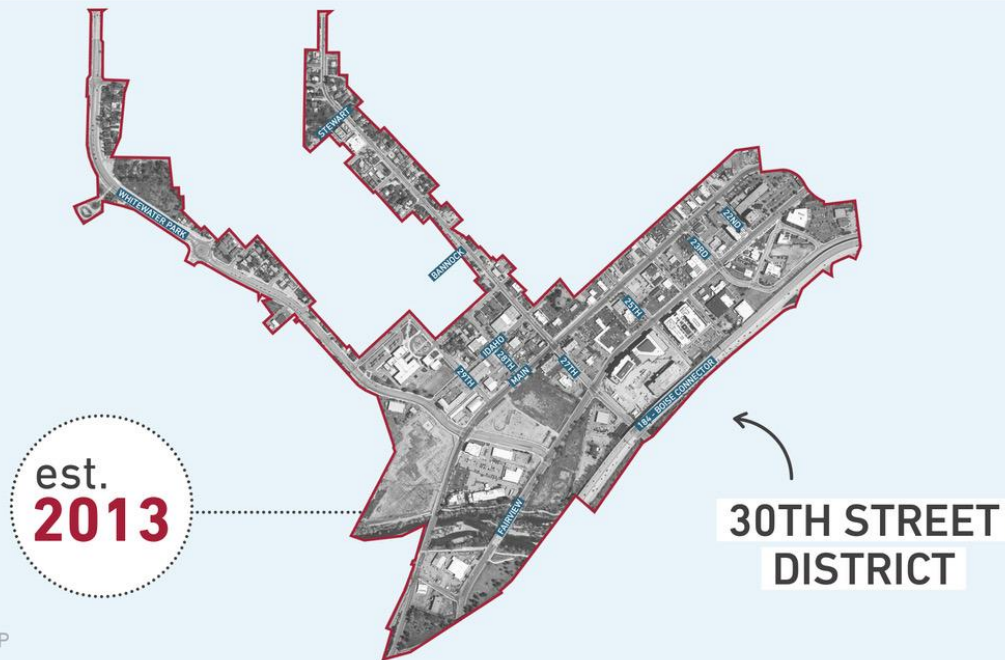
Mobility

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 and ACHD jointly completed public outreach on the draft alternatives in February 2022. At a March 15, 2022, Work Session, the Boise City Council affirmed Concept A as the preferred alternative to recommend to ACHD. Agency presented this recommended alternative to the ACHD Commission at a Work Session on April 20, 2022. A Public Hearing for the preferred alternative began at the April 27, 2022, ACHD Commission meeting and continued at the May 25, 2022 Commission meeting, but the Commission has deferred making a formal decision on the preferred alternative so that property owner concerns and additional alternatives can be considered. Staff anticipates a formal decision from ACHD Commission on Nov 9, 2022. *Project Lead: Zach Piepmeyer*

30TH STREET DISTRICT



213 ACRES



DISTRICT MAP



Economic Development

2724 W Fairview Ave - The Avens - PP Type 2: A development from Roundhouse to build 189 apartments with 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 anticipated beginning this fall/winter. The Board designated the project for Type 2 General Assistance participation in September. The Agency plans to present a final agreement for Board approval in the winter. *Project Lead: Kevin Holmes*

2618 W Fairview Ave - LOCAL Fairview - PP Type 2: The Agency has received an application from Subtext to participate in this project to build a seven-story 271-unit mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial and the existing Capri Restaurant on site will be retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Ave and 27th St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. Total Development Costs are estimated at \$81 million and Eligible Expenses at \$1.2 million. The Agency will present this project for designation in October. *Project Lead: Kevin Holmes*

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for a 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 has obtained approval for street extension plans from ACHD. The Agency expects to present this project for designation in 2023. *Project Lead: Kevin Holmes*

Infrastructure

Whitewater Lift Station and Water Renewal Upgrades: The City of Boise is undertaking the construction of a new lift station and pressure discharge pipe needed to serve multiple incoming mixed-use developments in the 27th Street and Fairview Ave area. These improvements will provide the backbone to replace miles of substandard gravity sewer lines as further development happens at the western end of the 30th Street District. The City has requested funding assistance with this capital improvement project. The Agency will present this project for designation in December. *Project Lead: Kevin Holmes*

Mobility

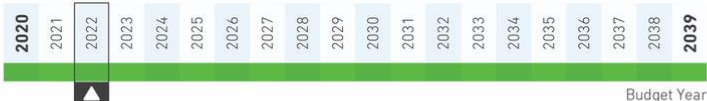
Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main Street and Fairview Avenue between North 27th Street and North 16th Street. Transit stations are operational, and Wright Brothers is finishing punchlist work. *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 and the Board approved a Type 4 Participation Agreement to subcontract for the construction of this platform in March 2022. The Station construction start was delayed but should begin this summer. *Project Lead: Alexandra Monjar*

SHORELINE DISTRICT



195 ACRES



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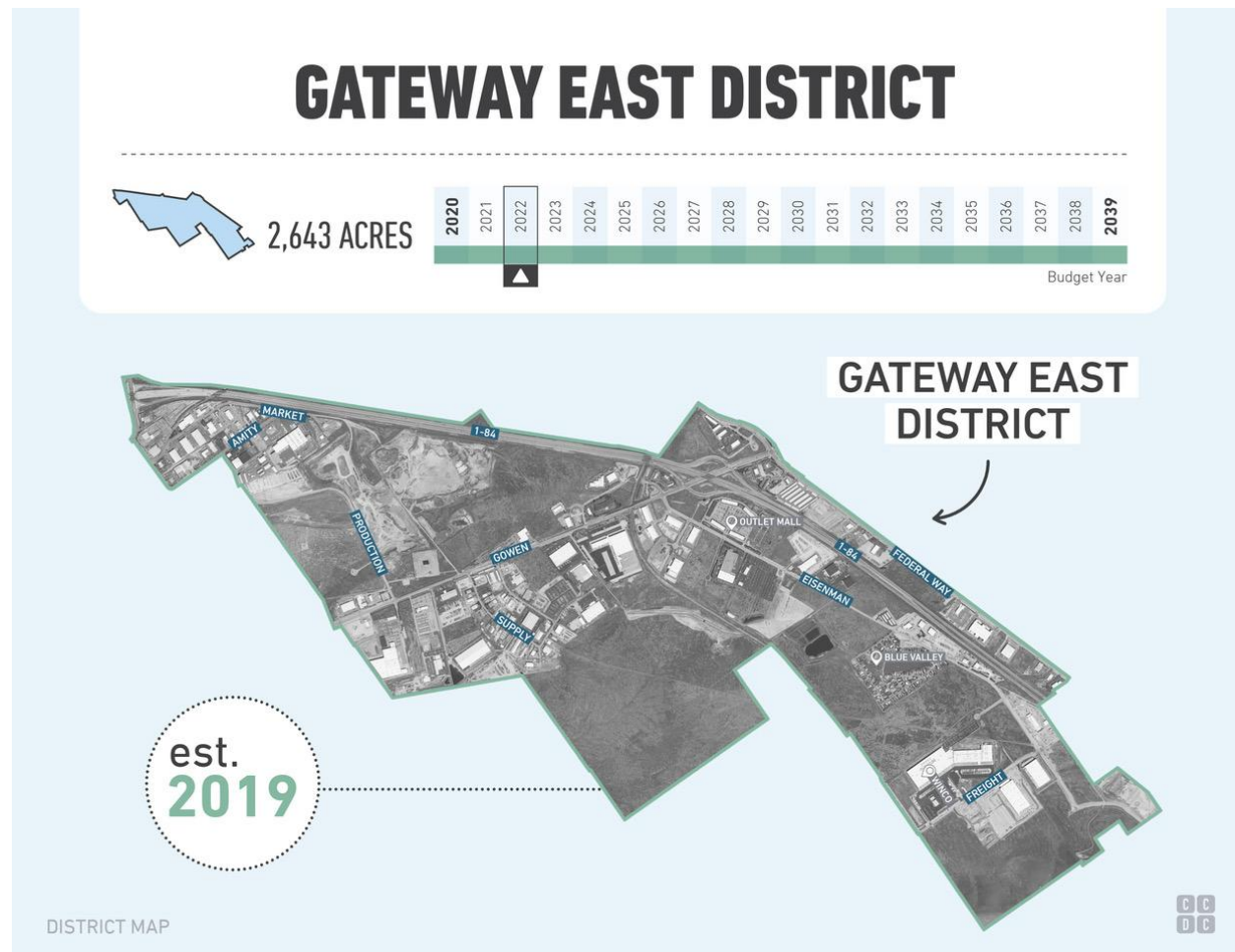
SHORELINE
DISTRICT

DISTRICT MAP

Economic Development

17th Street Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Design & analysis by Quadrant Consulting, Inc. is in progress. *Project Lead: Kassi Brown*

818 W Ann Morrison Park Drive - Mixed-Use - PP Type 2: The Agency has received an application from Gardener Company to participate in this project to build a new five-story mixed-use residential building with 91 units (278 BR) and ground floor commercial space with associated site improvements on the property. Private auto and bike parking included in the project plan. The Agency anticipates presenting this project for designation in October. *Project Lead: Kevin Holmes*



Economic Development

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: Kevin Holmes*

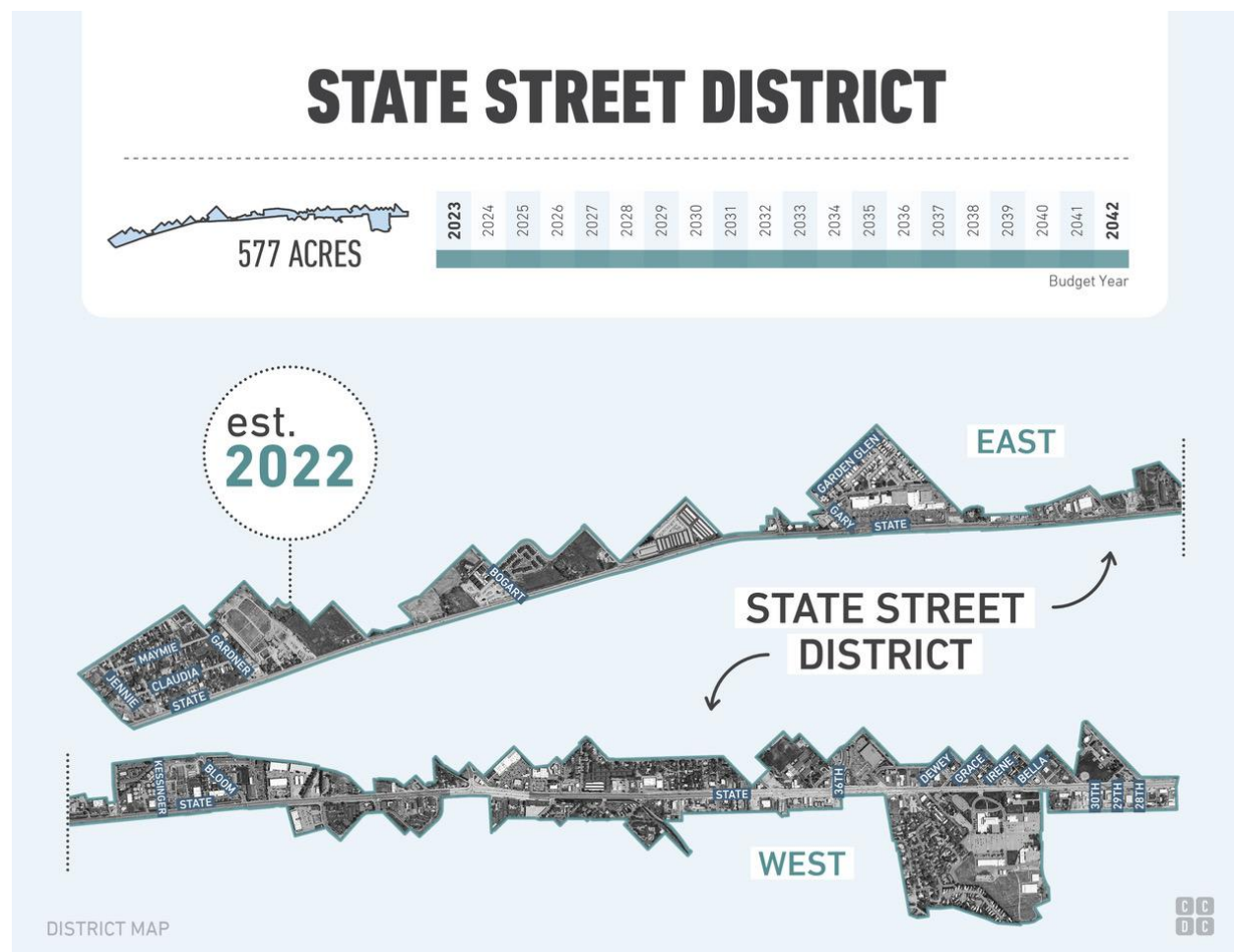
2500 W Freight St - Boise Gateway 3 - PP Type 2: The Agency has received a Type 2 application from Boyer Company for Type 2 assistance to perform utility and roadway improvements related to the

construction of a 185,000 square foot speculative warehouse building design to accommodate up to four tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The Agency will work with Boyer Company to review the application and gather updated estimated eligible expenses and expect to request designation for the project at the Board's December meeting. *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 complete and CCDC has submitted payment to ACHD for the work performed. *Project Lead: Zach Piepmeyer*

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: Construct an interim five-foot wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall at Five Mile Creek. Final plans have been submitted to ACHD for approval. *Project Lead: Kassi Brown*



New District – State Street: The State Street Plan to promote compact, mixed-use, mixed-income, neighborhood-oriented development supportive of and supported by transit and other alternative transportation along the State Street corridor, was established on October 26, 2021. The State Street District has a base valuation date of January 1, 2021; a District sunset date of December 31, 2041; and tax



increment revenue to the District terminating by September 30, 2042. Agency and ACHD staff have negotiated an interagency agreement as required by recent legislation to receive increment revenue on the highway district levy. Under the agreement, the Agency will receive this increment (approximately \$5 million over the 20-year term of the district) and commit it exclusively to transportation components identified in the ACHD Cost Share Policy. The Agency Board and ACHD Commission approved the agreement, and legal counsel transmitted it to the State Tax Commission in July, ahead of the September 1 deadline. *Project Lead: Matt Edmond*

AGENCY WIDE – ALL DISTRICTS

Participation Program Policy Updates: The Agency is preparing updates to its Participation Program policy for the Board's consideration at its October 10, 2022 meeting. Updates address the Agency's practice of continually improving the program, opportunity to assist with projects anticipated to be complete within 24 months of a district's sunset, and better support the City's priority to assist in the creation of attainable housing. The updates include the creation of a unique policy for the State Street District allowing the Agency to better support transit-oriented projects in its unique development context. *Project Leads: Alexandra Monjar, Kevin Holmes, and Doug Woodruff*

Parking & Mobility

Boise Bike Share 2.0: The Agency Board approved a sponsorship agreement for the Bike Share 2.0 pilot program at the June Board meeting. Valley Regional Transit launched the pilot program starting with 50 bikes on July 13. From July 13 through August 31, users have taken 1,256 rides on the bikes. through the September 1 deadline for matching sponsorships, Valley Regional Transit has secured \$25,000 in sponsorships from other organizations. *Project Lead: Matt Edmond*

ParkBOI - Garage Stairwell Handrails: Cascade Enterprises will be removing out of compliance handrails and cable guards and refabricating, painting, and reinstalling new ones in the 9th & Main, 10th & Front, Capitol & Main, Capitol & Myrtle Garages, site work is complete at the 10th & Front garage. The stairwell landings, stairs and lips at the 10th & Front Garage have been painted as of September 30. Removal and fabrication of the hand and guardrails has started at the Capitol & Main garage main street side tower painting of the rails is in progress. Removal and fabrication of the handrails has begun at the 9th & Main Garage main street side tower. The project contract amount is \$406,000. *Project Lead: Aaron Nelson*

421 N 10th St Property- Atlas will be conducting site walks for the demo inspection in September. The Agency is working on an agreement with the Carpark on monitoring the lot. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Stairwell Enclosure: Guho Corporation enclosed the stairwells with storefront windows to prevent weather damage and water infiltration. Enclosure and painting work completed in June. Lighting upgrades inside the stairwells were completed in September. The project estimated cost is \$99,000 and is now complete. *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: Construction started the second week of July, with estimated completion to be at the end of August. The project is now in the closeout phase. Water ponding added to the project to fix low spots to help drainage at the Capitol & Main Garage. Contract amount is \$57,000. The contract amount is \$417,592. *Project Lead: Aaron Nelson*

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:	The Agency is working on expanding EV charging stations to all garages this calendar year.	

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
September 20, 2022	TBD	November 30, 2023
Issues/Comments:	Annual meeting held Sarah from EPR will be having some roof work done on one of the stair towers to prevent water from infiltrating the tower.	

U.S. 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	October 17, 2022	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 28, 2022	September 2023	September 30, 2023
Issues/Comments:	Annual meeting was held, all parties were notified that the waterproofing project is now complete, the Handrails guardrails replacement project is currently going on and is anticipated to be done in December.	



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
January 3, 2022	TBD	TBD
Issues/Comments:		

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V.
ADJOURN



END