



**BOARD
OF
COMMISSIONERS
MEETING
December 12, 2022**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
December 12, 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 - October 2022
 - 2. Approval of Paid Invoice Report - November 2022
- B. Minutes and Reports
 - 1. Approval of October 10, 2022 Meeting Minutes
- C. Other
 - 1. Approve Resolution 1798 - 11th Street Bikeway and Streetscape Improvement Project - Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for Construction Administration Services
 - 2. Approve Resolution 1800 - 701/703 S. 8th Street - Quitclaim to the City of Boise
 - 3. Approve Resolution 1801 - 429 S. 10th Street - Quitclaim to the City of Boise
 - 4. Approve Resolution 1795 - Interagency Cost Share Agreement with Ada County Highway District for Design Services on 5th & 6th Street Two-Way Conversion Project
 - 5. Approve Resolution 1793 - 202 S. 6th Street - Home2Suites - Fifth Amendment to Type 3 Participation Agreement
 - 6. Approve Resolution 1797 - 317 W. Main Street - Idaho Department of Labor - Type 4 Participation Agreement

IV. ACTION ITEM

- A. CONSIDER: Approve Resolution 1799 - Block 68 Catalytic Redevelopment Project, Block 68S Disposition and Development Agreement (10 minutes).....Alexandra Monjar
- B. CONSIDER: Approve Resolution 1794 - Public Works Construction Contract for 10th & Front Garage Structural Concrete Repairs Phase 2 project (10 minutes)..... Aaron Nelson/Kathy Wanner
- C. CONSIDER: Approve Resolution 1796 - 521 W. Grove Street Public Space, CM/GC Ranking (10 minutes)Karl Woods/Kathy Wanner
- D. CONSIDER: Old Boise Blocks Canal and Agricultural Past Public Art - Type 4 Participation Designation (10 minutes)Karl Woods/Stephanie Johnson
- E. CONSIDER: 2500 E. Freight St. - Boise Gateway 3 - Type 2 Participation Designation (5 minutes) Alexandra Monjar
- F. CONSIDER: 2742 W. Fairview Ave - West End Water Renewal Infrastructure with City of Boise Public Works - Type 4 Participation Designation (10 minutes) Kevin Holmes
- G. CONSIDER: 1522 W. State St - State and 16th - Type 2 Participation Designation (5 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: 10/1/2022 through 10/31/2022

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			Total Debt Payments: -
Idaho Dept of Labor	Q3 2022 SUTA Payment	10/4/2022	543.34
PERSI	Retirement Payment	10/5/2022	21,545.74
EFTPS - IRS	Federal Payroll Taxes	10/5/2022	15,787.68
Idaho State Tax Commission	State Payroll Taxes	10/5/2022	2,364.00
CCDC Employees	Direct Deposits Net Pay	10/5/2022	40,210.93
PERSI	Retirement Payment	10/19/2022	20,921.71
EFTPS - IRS	Federal Payroll Taxes	10/19/2022	15,181.58
Idaho State Tax Commission	State Payroll Taxes	10/19/2022	2,257.00
CCDC Employees	Direct Deposits Net Pay	10/19/2022	39,076.93
PERSI	Retirement Payment	10/31/2022	29,638.15
Total Payroll Payments:			187,527.06
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	October 2022	3,001,562.74 ^A
Total Cash Disbursements:			<u><u>\$ 3,189,089.80</u></u>

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

Joey Chen

Finance Director

11/2/2022

Date

John Brunelle

Executive Director

12/5/22

Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4211	5th and Grove Investors, L	FY22 T2 PO2	The Lucy T2 FY22 Reimbu	09/30/2022	231,722.20	12663	10/31/2022
	Total 4211:				231,722.20		
4212	6th and Grove Limited Part	FY22 T2 PO2	Thomas Logan FY22 T2 R	09/30/2022			
		FY22 T2 PO2	Thomas Logan FY22 T2 R	09/30/2022			
		FY22 T2 PO2	Thomas Logan FY22 T2 R	09/30/2022	354,318.93	12664	10/31/2022
	Total 4212:				354,318.93		
4182	A. W. Rehn & Assoc Inc	IN000016404	COBRA Annual payment	10/01/2022	150.00	64255	10/01/2022
		IN000016653	COBRA Notice - Edmond,	09/30/2022	25.00	64275	10/27/2022
	Total 4182:				175.00		
4136	Abbey Louie LLC	302	Management Training FY2	09/30/2022	4,000.00	12644	10/28/2022
	Total 4136:				4,000.00		
4082	Acme Fast Freight	1600010759	11th & Front garage CAM e	10/01/2022	2,548.76	12645	10/28/2022
	Total 4082:				2,548.76		
3659	Ada County	OCT 2022 #1	Oct 2022 Master Ground	10/20/2022	13,133.50	64276	10/27/2022
		OCT 2022 #1	Oct 2022 Surplus Ground	10/20/2022	14,669.50	64276	10/27/2022
		OCT 2022 #2	Oct 2022 Master Ground	10/20/2022	32,600.00	64276	10/27/2022
		OCT 2022 #2	Oct 2022 Surplus Ground	10/20/2022	13,515.00	64276	10/27/2022
	Total 3659:				73,918.00		
1058	Ada County Highway Distri	17315	Gowen Bridge Cost Share	08/31/2022	414,054.00	64277	10/27/2022
		17315	Gowen Bridge Cost Share	08/31/2022	40,574.51	64277	10/27/2022
		17358	2020 Downtown Boise Impl	09/29/2022	339.06	64277	10/27/2022
	Total 1058:				454,967.57		
3838	American Fire Protection L	13919	Monthly pump inspection &	09/30/2022	200.00	64278	10/27/2022
		13924	Water reservoir & cleared s	10/05/2022	135.00	64278	10/27/2022
		13949	Work Order 7316 Proposal	10/13/2022	236.25	64278	10/27/2022
		13968	Replace sprinkler trim	10/17/2022	340.00	64278	10/27/2022
	Total 3838:				911.25		
3885	Berkley North Pacific	60000389 FY	commercial package FY23	10/01/2022	74,925.00	64279	10/27/2022
		60000406 FY	Bldg 8 commercial packag	10/01/2022	65,960.00	64279	10/27/2022
	Total 3885:				140,885.00		
1316	Blue Cross of Idaho	2224900001	Health Insurance - Oct 202	10/01/2022	32,814.90	64256	10/01/2022
	Total 1316:				32,814.90		
1385	Boise City Utility Billing	X1177OCT22	848 Main St # 0447416001	10/01/2022	9.32	12688	10/26/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 1385:					9.32		
4022	Boxcast Inc	B57F3A3-00	Enhanced Plan - Streamin	10/01/2022	1,199.88	12627	10/03/2022
		B57F3A3-00	Legacy Value Bundle FY23	10/01/2022	359.88	12627	10/03/2022
		B57F3A3-00	storage fees	09/30/2022	33.02	12646	10/28/2022
Total 4022:					1,592.78		
4190	BrandCraft	4179	Web Maintenance - parkboi	09/30/2022	250.00	12647	10/28/2022
		4180	Web Maintenance - ccdco	09/30/2022	250.00	12647	10/28/2022
		4187	Web Maintenance - parkboi	09/30/2022	250.00	12647	10/28/2022
Total 4190:					750.00		
4134	Cable ONE	9142022121	11th Street Fiber Undergro	09/30/2022	7,917.80	64280	10/27/2022
Total 4134:					7,917.80		
3816	Capitol Landscape Inc.	09232022	JD's Bodega Paver fix	09/23/2022	390.00	12648	10/28/2022
Total 3816:					390.00		
3712	Car Park	SEP2022	10th & Front - Grove	09/30/2022	26,547.09	12665	10/31/2022
		SEP2022	9th & Front - City Centre	09/30/2022	37,066.78	12665	10/31/2022
		SEP2022	9th & Main - Eastman	09/30/2022	25,037.81	12665	10/31/2022
		SEP2022	Cap & Main - Cap Terrace	09/30/2022	32,692.02	12665	10/31/2022
		SEP2022	Cap & Myrtle - Myrtle	09/30/2022	20,130.02	12665	10/31/2022
		TCP EVAL S	TCP Bonus FY22	09/19/2022	3,608.00	12665	10/31/2022
Total 3712:					145,081.72		
4200	Cascade Enterprises Inc.	3420 APP#4	ParkBOI Handrail & Guardr	09/30/2022	77,938.95	12666	10/31/2022
Total 4200:					77,938.95		
1556	Caselle Inc.	119328	Contract support - Oct 202	10/01/2022	866.00	64257	10/01/2022
Total 1556:					866.00		
1595	City of Boise	IL1986	Trash - RMOB	09/30/2022	380.73	64281	10/27/2022
		IL1986	Trash - WS	09/30/2022	187.53	64281	10/27/2022
Total 1595:					568.26		
4116	Civil Survey Consultants In	22018-05	Eisenman Rd. Pedestrian	09/30/2022	7,919.00	12667	10/31/2022
Total 4116:					7,919.00		
4213	Clapier Construction Comp	CCDC10703	11th Street Fiber Undergro	09/30/2022	16,024.98	64282	10/27/2022
		CCDC10703	11th Street Fiber Undergro	09/30/2022	500.00	64282	10/27/2022
Total 4213:					16,524.98		
1643	Community Planning Assoc	223020	FY23 1st qtr Membership	10/01/2022	2,400.00	12649	10/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 1643:					2,400.00		
4198	Consurco, Inc.	20807	Water Ponding Repairs	09/27/2022	20,729.00	12668	10/31/2022
		20820	9th & Main, Capitol & Main	09/30/2022	19,777.10	12668	10/31/2022
		20820	9th & Main, Capitol & Main	09/30/2022	2,426.30	12668	10/31/2022
		PAYAPP#4 FI	9th & Main, Capitol & Main	09/30/2022	20,895.70	12668	10/31/2022
		PO 220089 #	Water Ponding Repairs	09/30/2022	2,877.50	12668	10/31/2022
Total 4198:					66,705.60		
3977	Cushing Terrell Architects	171272	Parking Garage EV Chargi	09/28/2022	8,275.00	12669	10/31/2022
Total 3977:					8,275.00		
4151	Desman Inc	D22050	10th & Front Structural Da	09/01/2022	7,000.00	12670	10/31/2022
		D22061	10th & Front Structural Da	09/30/2022	7,000.00	12670	10/31/2022
Total 4151:					14,000.00		
1832	Eide Bailly LLP	EI01390900	GASB 87 Lease Standard	09/30/2022	2,723.00	12650	10/28/2022
Total 1832:					2,723.00		
1838	Elam & Burke P.A.	198501.	State Street Plan	09/30/2022	100.00	12671	10/31/2022
		198502	Block 68	09/30/2022	16,346.30	12671	10/31/2022
		198503	101-0 General	09/30/2022	1,680.30	12671	10/31/2022
		198504	River Myrtle Implement Act	09/30/2022	1,150.00	12671	10/31/2022
Total 1838:					19,276.60		
4191	Fimbel, Amy	9.8.22 MILEA	Mileage Reimb	09/30/2022	32.76	12640	10/14/2022
Total 4191:					32.76		
1982	GGLO LLC	#14 2021031	Linen Blocks on Grove Stre	09/19/2022	15,076.25	12672	10/31/2022
		#14 2021031	RMOB Linen Blocks on Gr	09/19/2022	31,749.00	12672	10/31/2022
		#14 2021031	WS Linen Blocks on Grove	09/19/2022	420.00	12672	10/31/2022
		#14 2021031	RMOB Linen Blocks on Gr	09/19/2022	4,309.73	12672	10/31/2022
		#14 2021031	WS Linen Blocks on Grove	09/19/2022	4,309.74	12672	10/31/2022
		#15.2021031	RMOB Linen Blocks on Gr	09/30/2022	17,804.75	12672	10/31/2022
		#15.2021031	WS Linen Blocks on Grove	09/30/2022	8,982.50	12672	10/31/2022
		#15.2021031	RMOB Linen Blocks on Gr	09/30/2022	587.95	12672	10/31/2022
		#15.2021031	WS Linen Blocks on Grove	09/30/2022	587.95	12672	10/31/2022
Total 1982:					83,827.87		
3695	Guho Corp.	21044-02	Old Boise Blocks on Grove	09/23/2022	8,112.08	12673	10/31/2022
		21044-03	Old Boise Blocks on Grove	09/30/2022	479.63	12673	10/31/2022
		21066-06	Linen Blocks on Grove SS	09/30/2022	8,796.39	12673	10/31/2022
Total 3695:					17,388.10		
3853	Hawkins Companies LLC	102022	Cap T. Condo: Oct- Dec 20	10/01/2022	16,197.46	64283	10/27/2022
Total 3853:					16,197.46		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4115	HDR Engineering Inc	1200467106	Main & Fairview Transit Sta	09/30/2022	226.50	12651	10/28/2022
Total 4115:					226.50		
3810	Hummel Architects PLLC	10617	ParkBOI-Stairwell Hand Ra	09/30/2022	656.25	12652	10/28/2022
Total 3810:					656.25		
2165	Idaho Power	6607SEP22	9th St outlets #220040660	09/30/2022	3.51	12643	10/20/2022
		7995SEP22	9th & State # 2201627995	09/30/2022	3.51	12642	10/19/2022
		WO 2761742	Fulton Street Improvement	10/21/2022	2,835.00	64291	10/24/2022
Total 2165:					2,842.02		
3900	Idaho Records Manageme	0151958	Records Storage	10/01/2022	40.00	12653	10/28/2022
Total 3900:					40.00		
4189	IEC Group	INVP122319	HR Select Membership Pa	10/01/2022	3,600.00	12654	10/28/2022
Total 4189:					3,600.00		
4193	Jacobs Engineering Group	D35899A1-0	Capitol & Myrtle Garage R	09/30/2022	21,816.56	12674	10/31/2022
Total 4193:					21,816.56		
3808	Jed Split Creative	2592.	Participation Program Polic	09/30/2022	6,650.00	64284	10/27/2022
		2593	2023 - 2027 CIP Update &	09/30/2022	8,908.35	64284	10/27/2022
		2594	Rebuild 11th St Maps & Sig	09/30/2022	1,620.70	64284	10/27/2022
		2594	Rebuild 11th St Maps & Sig	09/30/2022	1,620.70	64284	10/27/2022
Total 3808:					18,799.75		
2288	Jensen Belts Associates	2105 CD-1	Old Boise Blocks on Grove	09/30/2022	3,575.00	12675	10/31/2022
		2105-13	Old Boise Blocks on Grove	09/30/2022	10,628.25	12675	10/31/2022
		2105-13	Old Boise Blocks on Grove	09/30/2022	3,534.25	12675	10/31/2022
		2114 CA-4	11th Street Bikeway & Stre	09/30/2022	9,359.25	12675	10/31/2022
		2114 CA-4	11th Street Bikeway & Stre	09/30/2022	8,821.75	12675	10/31/2022
Total 2288:					35,918.50		
2360	Kittelson & Associates Inc.	0129496	8th St Improvements, State	08/31/2022	3,702.50	12676	10/31/2022
		0130416	8th St Improvements, State	09/30/2022	1,870.00	12676	10/31/2022
Total 2360:					5,572.50		
3439	KPFF Consulting Engineer	442114.	Parking Garages Five Year	09/30/2022	125.00	12655	10/28/2022
Total 3439:					125.00		
4214	MAG Small Engine, Inc.	282160	Pressure Washer Purchase	10/01/2022	1,562.79	64285	10/27/2022
Total 4214:					1,562.79		
3950	McAlvain Construction Inc.	12101013.1	11th Street Bikeway & Stre	09/30/2022	160,765.09	12677	10/31/2022
		12101013.1	11th Street Bikeway & Stre	09/30/2022	4,021.00-	12677	10/31/2022
		12101013.1	11th Street Bikeway & Stre	09/30/2022	12,003.00	12677	10/31/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		12101013.2	11th Street Bikeway & Stre	09/30/2022	504,119.87	12677	10/31/2022
		12101013.2	11th Street Bikeway & Stre	09/30/2022	139,085.00-	12677	10/31/2022
	Total 3950:				533,781.96		
3813	Oliver Russell and Associat	25801.	PARKBOI New Product Ma	09/30/2022	13,794.00	12678	10/31/2022
		25801.	CCDC New Product Marke	09/30/2022	13,794.00	12678	10/31/2022
	Total 3813:				27,588.00		
2774	Pro Care Landscape Mana	45623	Landscape Maintenance -	09/30/2022	9.00	12656	10/28/2022
		45623	Landscape Maintenance -	09/30/2022	247.00	12656	10/28/2022
		45623	Landscape Maintenance -	09/30/2022	25.88	12656	10/28/2022
		45624	Landscape Maintenance -	09/30/2022	123.35	12656	10/28/2022
		45624	Landscape Maintenance -	09/30/2022	366.65	12656	10/28/2022
		45624	Landscape Maintenance -	09/30/2022	2.61	12656	10/28/2022
		45625	Landscape Maintenance -	09/30/2022	90.00	12656	10/28/2022
		45626	Landscape Maintenance -	09/30/2022	108.00	12656	10/28/2022
		45627	Landscape Maintenance -	09/30/2022	125.00	12656	10/28/2022
	Total 2774:				1,097.49		
2798	Quadrant Consulting Inc.	12243	Old Boise - Grove Street C	09/30/2022	4,761.00	12679	10/31/2022
		12244	State Street Streetscape (09/30/2022	448.00	12679	10/31/2022
		12245	17th Street Improvements	09/30/2022	6,141.00	12679	10/31/2022
		12267	17th Street Improvements	09/30/2022	7,935.00	12679	10/31/2022
	Total 2798:				19,285.00		
2801	Quality Electric Inc.	22223-2	10th & Front Garage Stair	09/30/2022	6,147.00	12680	10/31/2022
	Total 2801:				6,147.00		
3896	Rim View LLC	OCT2022	Monthly Rent - Trailhead O	10/01/2022	15,707.50	64258	10/01/2022
	Total 3896:				15,707.50		
3796	Scheidt & Bachmann USA I	49199	Sep 2022 Merchant Fee	09/30/2022	925.18	12657	10/28/2022
	Total 3796:				925.18		
4076	Schindler Elevator Corpora	7100501825	9th & Front Garage Elevato	09/30/2022	49,500.00	12681	10/31/2022
	Total 4076:				49,500.00		
3542	Security LLC - Plaza 121	OCT2022	Office rent	10/01/2022	14,145.00	64259	10/01/2022
	Total 3542:				14,145.00		
3985	SemaConnect	INV0030048	EV Charging Station Purch	09/27/2022	18,756.43	12682	10/31/2022
	Total 3985:				18,756.43		
3974	Stability Networks Inc.	41437	Dell PowerEdge R530 Serv	09/27/2022	446.95	12683	10/31/2022
		41560	IT Services - FY2022	09/30/2022	3,200.00	12683	10/31/2022
		41616	AppRiver SecureTide	09/30/2022	89.00	12683	10/31/2022
		41616	Cisco Subscription	09/30/2022	5.84	12683	10/31/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		41616	M365 Apps for Business	09/30/2022	390.90	12683	10/31/2022
		41616	Cloud Backup	09/30/2022	495.00	12683	10/31/2022
		41616	Exchange Online	09/30/2022	5.20	12683	10/31/2022
		41616	Azure Active Directory Pre	09/30/2022	1.00	12683	10/31/2022
		41734	Microsoft 365 Migration Pr	09/30/2022	4,158.00	12683	10/31/2022
	Total 3974:				8,791.89		
4121	Stack Rock Group Inc	4850	RMOB Streetscape Assess	09/01/2022	35,300.00	12684	10/31/2022
	Total 4121:				35,300.00		
3029	State Insurance Fund	26699533	Installment Premium	09/30/2022	1,311.00	64286	10/27/2022
	Total 3029:				1,311.00		
4217	Steelman Plumbing LLC	03764	Sump pump repair	10/04/2022	1,183.00	64287	10/27/2022
	Total 4217:				1,183.00		
4109	Syringa Networks LLC	20339 OCT2	internet & data	10/01/2022	649.70	12658	10/28/2022
	Total 4109:				649.70		
3831	The Land Group Inc.	0148938	Fulton Street Improvement	09/30/2022	13,230.00	12685	10/31/2022
	Total 3831:				13,230.00		
4074	The Potting Shed	21156	Interior Plant Maint.	09/30/2022	65.00	64288	10/27/2022
	Total 4074:				65.00		
3233	United Heritage	02014-001 O	Disability insurance - Oct 2	10/01/2022	1,478.44	64289	10/27/2022
	Total 3233:				1,478.44		
3835	US Bank - Credit Cards	09.26.22	Prepaid Conferences	09/30/2022	620.21	12639	10/13/2022
		09.26.22	Voice, data & webhosting s	09/30/2022	16.95	12639	10/13/2022
		09.26.22	Office Supplies	09/30/2022	1,250.50	12639	10/13/2022
		09.26.22	Computer & Software Supp	09/30/2022	696.73	12639	10/13/2022
		09.26.22	Dues & Subscriptions	09/30/2022	744.96	12639	10/13/2022
		09.26.22	Travel & meeting (non-local	09/30/2022	1,626.06	12639	10/13/2022
		09.26.22	Personnel Training (Local)	09/30/2022	215.00	12639	10/13/2022
		09.26.22	Local Meetings & Transport	09/30/2022	220.11	12639	10/13/2022
		09.26.22	Professional Services Gen	09/30/2022	90.00	12639	10/13/2022
		09.26.22	Street/District Improvement	09/30/2022	311.07	12639	10/13/2022
		09.26.22	Street/District Improvement	09/30/2022	311.07	12639	10/13/2022
		09.26.22	Banking & Merchant Fees	09/30/2022	89.90	12639	10/13/2022
	Total 3835:				6,192.56		
3864	USI Insurance Services N	4313694	Cap. T Commercial Packag	10/01/2022	13,122.20	12638	10/12/2022
		4313694	Cap. T Commercial Packag	10/01/2022	12,112.80	12638	10/12/2022
		4313721	Cap. T Umbrella - FY2023	10/01/2022	1,765.96	12638	10/12/2022
		4313721	Cap. T Umbrella - FY2023	10/01/2022	831.04	12638	10/12/2022
		4313722	Cap. T Business Auto - FY	10/01/2022	186.32	12638	10/12/2022
		4313722	Cap. T Business Auto - FY	10/01/2022	87.68	12638	10/12/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		4313739	Cap. T D&O - FY2023	10/01/2022	1,133.56	12638	10/12/2022
		4313739	Cap. T D&O - FY2023	10/01/2022	533.44	12638	10/12/2022
		4330579	Bldg 8 Condo Comm Asso	10/01/2022	1,676.00	12638	10/12/2022
		4331130	Bldg 8 Condo DIC - FY202	10/01/2022	8,776.00	12638	10/12/2022
		4333155	CCDC Diff in Cond FY2023	10/03/2022	13,412.00	12638	10/12/2022
		4333197	CCDC Diff in Cond FY2023	10/03/2022	48,655.00	12638	10/12/2022
		4334058	CCDC Cyber Liab FY2023	10/03/2022	7,472.00	12638	10/12/2022
		4336558	CCDC D&O - FY2023	10/05/2022	35,010.00	12638	10/12/2022
		Total 3864:			144,774.00		
3266	Valley Regional Transit	30598	Mobility Collaborative - FY	10/13/2022	60,000.00	12686	10/31/2022
		30598	Local Capital Funding - FY	10/13/2022	37,796.00	12686	10/31/2022
		Total 3266:			97,796.00		
3242	Veolia (Suez Water Idaho)	4259SEP22	516 S 9th St irri #06006391	09/09/2022	116.83	12641	10/11/2022
		Total 3242:			116.83		
4068	Veritas Material Consulting	1928	9th & Main, Cap & Main Ga	09/30/2022	960.00	12659	10/28/2022
		Total 4068:			960.00		
3997	Wash Worx	INV-001070	bench repair-WS	09/30/2022	750.00	12660	10/28/2022
		INV-001124	Bench Repair-RMOB	09/30/2022	728.00	12660	10/28/2022
		INV-001125	Tree grate repair WS	10/04/2022	250.00	12660	10/28/2022
		OMV-001116	Cap & Main: remove & inst	09/16/2022	400.00	12660	10/28/2022
		Total 3997:			2,128.00		
3365	Westerberg & Associates	262	Legislative Advisement Ser	09/30/2022	2,000.00	12661	10/28/2022
		Total 3365:			2,000.00		
3374	Western States Equipment	IN002159316	Bldg 8 generator monthly i	09/28/2022	305.46	64290	10/27/2022
		IN002159416	Bldg 8 fire pump inspection	09/28/2022	305.46	64290	10/27/2022
		Total 3374:			610.92		
3863	Woodruff Douglas	09212022	IEDC Excellence In Econo	09/22/2022	2,139.57	12637	10/06/2022
		Total 3863:			2,139.57		
3398	Wright Brothers	21216-06	Main & Fairview Transit Sta	09/30/2022	4,985.82	12687	10/31/2022
		21216-06	Main & Fairview Transit Sta	09/30/2022	72,432.64	12687	10/31/2022
		21216-07	Main & Fairview Transit Sta	09/30/2022	24,783.52	12687	10/31/2022
		21216-07	Main & Fairview Transit Sta	09/30/2022	15,539.85	12687	10/31/2022
		Total 3398:			117,741.83		
3990	Xerox Corporation	017262406	Copier Lease	09/30/2022	353.76	12662	10/28/2022
		Total 3990:			353.76		
		Grand Totals:			3,001,562.74		

A



Paid Invoice Report

For the Period: 11/1/2022 through 11/30/2022

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
Total Debt Payments:			-
EFTPS - IRS	Federal Payroll Taxes	11/2/2022	24,548.12
Idaho State Tax Commission	State Payroll Taxes	11/2/2022	3,902.00
CCDC Employees	Direct Deposits Net Pay	11/2/2022	55,636.07
EFTPS - IRS	Federal Payroll Taxes	11/16/2022	17,273.08
Idaho State Tax Commission	State Payroll Taxes	11/16/2022	2,639.00
CCDC Employees	Direct Deposits Net Pay	11/16/2022	43,088.56
PERSI	Retirement Payment	11/16/2022	23,256.84
EFTPS - IRS	Federal Payroll Taxes	11/30/2022	20,319.74
Idaho State Tax Commission	State Payroll Taxes	11/30/2022	3,391.00
CCDC Employees	Direct Deposits Net Pay	11/30/2022	51,239.30
PERSI	Retirement Payment	11/30/2022	27,633.33
Total Payroll Payments:			272,927.04
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	November 2022	1,433,159.25 ^A
Total Cash Disbursements:			<u>\$ 1,706,086.29</u>

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

Joey Chen

Finance Director

12/2/2022

Date

John Brunelle

Executive Director

12/5/22

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	307	Management Training FY2	10/31/2022	5,000.00	12711	11/30/2022
	Total 4136:				5,000.00		
4185	Alexandra Monjar	10.26.22 EX	ULI Fall Meeting	10/31/2022	1,844.85	12692	11/18/2022
	Total 4185:				1,844.85		
3838	American Fire Protection L	14011	Fire panel and elevator ins	10/25/2022	337.50	64296	11/28/2022
		14031	Monthly pump inspection &	10/28/2022	200.00	64296	11/28/2022
	Total 3838:				537.50		
1229	Association of Idaho Cities	YM30000115	Associate Membership Du	10/11/2022	500.00	64297	11/28/2022
	Total 1229:				500.00		
1316	Blue Cross of Idaho	2227800003	Health Insurance - Nov 202	11/01/2022	28,151.10	64271	11/01/2022
	Total 1316:				28,151.10		
1385	Boise City Utility Billing	X1177 NOV2	848 Main St # 0447416001	11/01/2022	9.32	12727	11/28/2022
	Total 1385:				9.32		
4022	Boxcast Inc	B57F3A3-00	storage fees	10/31/2022	33.67	Multiple	11/29/2022
	Total 4022:				33.67		
4190	BrandCraft	4306	Fix WordPress issue	10/18/2022	150.00	Multiple	11/29/2022
	Total 4190:				150.00		
4200	Cascade Enterprises Inc.	3428 APP#5	ParkBOI Handrail & Guardr	10/25/2022	45,600.00	12712	11/30/2022
	Total 4200:				45,600.00		
1556	Caselle Inc.	119969	Contract support - Nov 202	11/01/2022	866.00	64272	11/01/2022
	Total 1556:				866.00		
4096	CenturyLink/Lumen	A-P026938	RM&WS-S. 11th St. SS (Ri	09/30/2022	8,240.54	12713	11/30/2022
	Total 4096:				8,240.54		
1595	City of Boise	IL2005	Trash - WS	10/31/2022	223.62	64304	11/28/2022
		IL2005	Trash - RMOB	10/31/2022	454.00	64304	11/28/2022
	Total 1595:				677.62		
4116	Civil Survey Consultants In	22018-06	Eisenman Rd. Pedestrian	10/31/2022	9,304.00	12714	11/30/2022
	Total 4116:				9,304.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4198	Consurco, Inc.	20858	Cap & Myrtle garage water	10/31/2022	4,139.00	Multiple	11/29/2022
	Total 4198:				4,139.00		
3977	Cushing Terrell Architects	172177	Parking Garage EV Chargi	10/31/2022	1,655.00	Multiple	11/29/2022
	Total 3977:				1,655.00		
4151	Desman Inc	D22068	10th & Front Structural Da	10/31/2022	5,200.00	12715	11/30/2022
	Total 4151:				5,200.00		
1838	Elam & Burke P.A.	198940	Units 401/102 Civic Partner	10/31/2022	75.00	12716	11/30/2022
		198941	Block 68	10/31/2022	17,469.65	12716	11/30/2022
		198942	101-0 General	10/31/2022	603.00	12716	11/30/2022
		198943	River Myrtle Implement Act	10/31/2022	3,480.70	12716	11/30/2022
	Total 1838:				21,628.35		
3695	Guho Corp.	220101030-0	CCDC Office Remodel We	10/27/2022	1,500.00	Multiple	11/29/2022
	Total 3695:				1,500.00		
3810	Hummel Architects PLLC	10669	Parking Garage Membrane	10/31/2022	77.75	Multiple	11/29/2022
	Total 3810:				77.75		
2165	Idaho Power	X2872 NOV2	701 S 8th St 2226702872	11/04/2022	25.93	12723	11/21/2022
		X2906 NOV2	703 S 8th St 2226702906	11/04/2022	30.93	12724	11/21/2022
		X6607 NOV2	9th St outlets #220040660	11/04/2022	3.51	12722	11/21/2022
		X7995 NOV2	9th & State # 2201627995	11/03/2022	3.51	12721	11/18/2022
	Total 2165:				63.88		
3900	Idaho Records Manageme	0152374	Records Storage	11/01/2022	40.00	Multiple	11/29/2022
	Total 3900:				40.00		
2288	Jensen Belts Associates	2105 CD-2	Old Boise Blocks on Grove	10/31/2022	2,887.00	Multiple	11/29/2022
		2244-1	521 W Grove Public Space	10/31/2022	1,074.00	Multiple	11/29/2022
	Total 2288:				3,961.00		
4006	Kathy Wanner	10.17.22	Office supplies	10/17/2022	6.35	12690	11/08/2022
	Total 4006:				6.35		
3439	KPFF Consulting Engineer	431437	9th & Main Column Repair	10/01/2022	897.50	Multiple	11/29/2022
	Total 3439:				897.50		
3881	Mary E. Watson	10.27.2022	Office Related Reimb.	10/27/2022	81.06	12691	11/08/2022
	Total 3881:				81.06		
3950	McAlvain Construction Inc.	12101014.1	11th Street Bikeway & Stre	10/31/2022	347,344.63	12717	11/30/2022
		12101014.2	11th Street Bikeway & Stre	10/31/2022	863,900.84	12717	11/30/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3950:					1,211,245.47		
2186	McClatchy Company LLC	153000	Legal Notices Order#3307	10/31/2022	106.57	Multiple	11/29/2022
Total 2186:					106.57		
2774	Pro Care Landscape Mana	45168 WO 2	Landscape Maintenance -	09/30/2022	100.00	Multiple	11/29/2022
		46098.	Landscape Maintenance -	10/31/2022	160.00	Multiple	11/29/2022
		46098.	Sprinkler Winterization 10t	10/31/2022	90.00	Multiple	11/29/2022
		46099.	Sprinkler Winterization 9th	10/31/2022	75.00	Multiple	11/29/2022
		46099.	Landscape Maintenance -	10/31/2022	58.00	Multiple	11/29/2022
		46101.	Sprinkler Winterization 9th	10/31/2022	75.00	Multiple	11/29/2022
Total 2774:					558.00		
2798	Quadrant Consulting Inc.	12308.	Old Boise - Grove Street C	10/14/2022	5,248.60	12718	11/30/2022
		12309	17th Street Improvements	10/14/2022	414.00	12718	11/30/2022
Total 2798:					5,662.60		
3653	Redevelopment Associatio	M16006 FY2	Membership Dues	10/01/2022	1,200.00	64298	11/28/2022
		M16006 FY2	Legislative Contribution	10/01/2022	3,400.00	64298	11/28/2022
Total 3653:					4,600.00		
3896	Rim View LLC	NOV22	Monthly Rent - Trailhead N	11/01/2022	15,707.50	64273	11/01/2022
Total 3896:					15,707.50		
3796	Scheidt & Bachmann USA I	49365	Oct 2022 Merchant Fee	10/31/2022	940.60	Multiple	11/29/2022
Total 3796:					940.60		
3542	Security LLC - Plaza 121	NOV2022	Office rent	11/01/2022	14,145.00	64274	11/01/2022
Total 3542:					14,145.00		
3974	Stability Networks Inc.	41735	NEW PC: Klitsch	10/27/2022	967.97	12719	11/30/2022
		41922	IT Services - FY23	10/31/2022	3,255.00	12719	11/30/2022
		41996	AppRiver SecureTide	10/31/2022	89.00	12719	11/30/2022
		41996	M365 Apps for Business	10/31/2022	385.30	12719	11/30/2022
		41996	Exchange Online	10/31/2022	32.00	12719	11/30/2022
		41996	Azure Active Directory Pre	10/31/2022	6.00	12719	11/30/2022
		41996	Cisco Subscription	10/31/2022	5.84	12719	11/30/2022
		41996	Cloud Backup	10/31/2022	495.00	12719	11/30/2022
		42111	IT Services - FY23	11/01/2022	3,200.00	12719	11/30/2022
Total 3974:					8,436.11		
4109	Syringa Networks LLC	20339 NOV2	internet & data	11/01/2022	649.70	Multiple	11/29/2022
Total 4109:					649.70		
3831	The Land Group Inc.	0149092	Fulton Street Improvement	10/31/2022	11,148.38	12720	11/30/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3831:					11,148.38		
4074	The Potting Shed	21263	Interior Plant Maint.	10/31/2022	65.00	64299	11/28/2022
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:085568	Water & Cooler Rental	11/08/2022	106.00	Multiple	11/29/2022
Total 3170:					106.00		
4219	Triple 5 Electric	INV0196	Strain Relief Connectors S	10/27/2022	1,670.67	64300	11/28/2022
Total 4219:					1,670.67		
3233	United Heritage	02014-001 N	Disability insurance - Nov 2	11/01/2022	1,478.44	64301	11/28/2022
Total 3233:					1,478.44		
3486	Urban Land Institute	4470385	Sponsorship	10/25/2022	750.00	64302	11/28/2022
Total 3486:					750.00		
3835	US Bank - Credit Cards	10.25.22	Voice, Data & Webhosting	10/25/2022	37.31	12689	11/08/2022
		10.25.22	Office Supplies	10/25/2022	1,385.65	12689	11/08/2022
		10.25.22	Computer & Software Supp	10/25/2022	756.71	12689	11/08/2022
		10.25.22	Dues & Subscriptions	10/25/2022	3,235.88	12689	11/08/2022
		10.25.22	Travel & meeting (non-local	10/25/2022	1,675.00	12689	11/08/2022
		10.25.22	Personnel Training (Local)	10/25/2022	602.94	12689	11/08/2022
		10.25.22	Local Meetings & Transport	10/25/2022	335.64	12689	11/08/2022
		10.25.22	Professional Services Gen	10/25/2022	1,186.45	12689	11/08/2022
		10.25.22	Office furniture & equipment	10/25/2022	185.50	12689	11/08/2022
		10.25.22	703 S 8th St - keys	10/25/2022	160.89	12689	11/08/2022
		10.25.22	Banking & Merchant Fees	10/25/2022	89.40	12689	11/08/2022
Total 3835:					9,651.37		
3242	Veolia (Suez Water Idaho)	2853OCT22	Eastman office #06000337	10/31/2022	96.57	12726	11/28/2022
		8504OCT22	Grove & 10th #060035756	10/31/2022	93.09	12725	11/28/2022
Total 3242:					189.66		
4068	Veritas Material Consulting	1949.	Inspection and Moisture pr	10/01/2022	1,920.00	Multiple	11/29/2022
Total 4068:					1,920.00		
3365	Westerberg & Associates	263	Legislative Advisement Ser	10/31/2022	2,000.00	Multiple	11/29/2022
Total 3365:					2,000.00		
3374	Western States Equipment	IN002190395	Bldg 8 generator maintena	10/26/2022	308.43	64303	11/28/2022
Total 3374:					308.43		
3990	Xerox Corporation	017481670	Copier Lease	10/31/2022	305.79	Multiple	11/29/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3990:					305.79		
4158	Zoom Video Communicatio	INV1751498	video conference service 1	11/11/2022	1,349.47	Multiple	11/29/2022
Total 4158:					1,349.47		
Grand Totals:					1,433,159.25	B	

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
October 10, 2022

I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 12:00 p.m.

Roll Call attendance taken:

Present: Commissioner Lauren McLean, Commissioner Danielle Hurd, Commissioner Alexis Townsend, Commissioner Rob Perez, Commissioner John Stevens, Commissioner Haney Keith

Absent: Commissioner Ryan Erstad

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Kevin Holmes, Project Manager – Property Development; Alexandra Monjar, Project Manager – Property Development, Kassi Brown, Project Manager, Jordyn Neerdaels, Communications Manager, Amy Fimbel, Project Manager – Capital Improvements, Karl Woods, Senior Project Manager – Capital Improvements, Kathy Wanner, Contracts Manager, Joey Chen, Finance & Administration Director; Mary Watson, General Counsel, Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Conrad Sullivan.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes or additions made to the agenda.

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

Commissioner McLean made a motion to approve the consent agenda.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Hurd - Aye
Commissioner Townsend - Aye
Commissioner Stevens - Aye
Commissioner Perez - Aye

Commissioner McLean - Aye
Commissioner Haney Keith - Aye

The motion carried 6 - 0

IV. ACTION ITEM

A. CONSIDER: Approve Resolution 1788 - Amended and Restated Land Exchange Agreement with Treasure Valley YMCA

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

Commissioner Lauren McLean moved to 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.

Commissioner Hurd seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

B. CONSIDER: Approve Resolution 1789 - Block 68 Catalytic Redevelopment Project, Block 69N Disposition and Development Agreement

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

Dean Pape, deChase Miksis and Jill Sherman, Edlen & Co., were present and responded to questions from the Board.

Commissioner Hurd moved to 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.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

C. CONSIDER: Approve Resolution 1790 - Block 68 Catalytic Redevelopment Project, First Amendment to the Agreement to Negotiate Exclusively with Block 68 Development LLC

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

Commissioner Hurd moved to Adopt Resolution 1790 authorizing the Executive Director to execute the First Amendment to Agreement to Negotiate Exclusively with Block 68 North Development LLC and all associated documents as required to implement the actions contemplated by the First Amendment.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 6 - 0

D. CONSIDER: Approve Resolution 1766 - Linen Blocks on Grove Street Streetscape Improvement Project - Amendment No. 1 to the CM/GC Contract with Guho Corp.

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

Commissioner Perez moved 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.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 6 - 0

E. CONSIDER: Approve Resolution 1787 - Design Professional Contract with Jensen Belts Associates for the 521 W Grove Street Public Space Project

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

Commissioner Perez moved to adopt Resolution 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.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Recused

Commissioner Perez - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 5 - 0 -1

F. CONSIDER: 1015 Main Street - Smith Block Building - T1 Participation Designation

Kassi Brown, Project Manager, gave a report.

Commissioner McLean moved to direct staff to negotiate a final Type 1 Participation Agreement with Smith Block, 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 McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 6 - 0

G. CONSIDER: 2618 W Fairview Ave - The LOCAL Fairview - T2 Participation Designation

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

Commissioner McLean moved to 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.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 6 - 0

H. CONSIDER: 818 W Ann Morrison Park Dr - Capitol Student Housing - T2 Participation Designation

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

Commissioner McLean moved to direct staff to negotiate a final Type 2 Participation Agreement with KC Gardner Company for future board approval.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 6 – 0

Commissioner McLean left the meeting at 1:35pm.

I. CONSIDER: Approve Resolution 1791- Participation Program Policy Update

Kevin Holmes, Project Manager – Property Development and Doug Woodruff, Development Director, gave a report.

Commissioner Perez moved to approve Resolution 1791 approving the Participation Program Policy Update.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner Haney Keith - Aye

The motion carried 5 - 0

V. MEETING ADJOURNMENT

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

The motion carried 5 - 0

The meeting adjourned at 1:44 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 12th DAY OF DECEMBER 2022.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Consider Resolution 1798 approving Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for Construction Administration Services for the 11th Street Bikeway and Streetscape Improvements Project		Date: December 12, 2022
Staff Contact: Amy Fimbel, Project Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution 1798 B. Task Order 19-006 Amendment No. 1	
Action Requested: Adopt Resolution 1798 approving Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for Construction Administration Services for the 11th Street Bikeway and Streetscape Improvements Project.		

Fiscal Notes:

The project's FY2023 approved budget sufficiently funds Amendment No. 1 to Task Order 19-006 in the amount of \$104,955.

Background:

From concepts to creation, the Agency is fulfilling our community's expressed desire for an 11th Street that is safer and more convenient for all users to access restaurants, entertainment and open spaces. The Agency is undertaking several large-scale projects originating from a multi-year joint-agency planning effort with ACHD and the City of Boise. By taking a coordinated approach to what would be multiple projects, Rebuild 11th Street reduces disruption to downtown daily life and minimizes delays.

This project will complete necessary and anticipated roadway maintenance and reconstruction as well as replace underground Boise City Canal structures on behalf of ACHD and the Boise City Canal District. It creates the long-envisioned bicycle improvements with an all-ages, all-abilities protected bikeway from State Street to River Street, and improves streetscapes where needed to support economic vitality and increase connectivity in our downtown.

In January 2021, the Agency selected and contracted with Jensen Belts Associates to provide the necessary professional design services for the Agency's planned 11th Street Bikeway and Streetscapes Improvement Project. In May 2022, the Agency Board of Commissioners adopted Resolution 1761, authorizing Task Order 19-006 with Jensen Belts Associates in the amount of \$177,835 for construction administration services for the Project, including: pre-construction meetings; weekly on-site construction coordination; design clarifications; review of requests for

information, submittals, change orders, and payment requests; construction administration management and correspondence; and assistance with project closeout.

Amendment 1 to Task Order 19-006 in the amount of \$104,955 is necessary for additional construction administration services due to unforeseen project complexities. The 11th Street Bikeway and Streetscapes Improvement Project interfaces with numerous adjacent projects and private developments, which has required unanticipated meetings and correspondence with the contractor and adjacent project teams to coordinate designs. Projects that we continue to coordinate with include CCDC's Block 68/69 development, CCDC's Rebuild Linen Blocks on Grove Street, ACHD's State Street Project, Hotel Renegade, and 11th & Lee.

The original proposal included in Task Order 19-006 assumed minimal hours for design clarifications and reviewing and responding to requests for information. The design team has been spending an average of 8-12 hours per week working on design clarifications, RFIs, and plan revisions which far exceeds the assumed 2 hours per week. The original budget didn't assume material approvals by civil consultant Kittelson & Associates. Kittelson has spent numerous hours reviewing material submittals from the contractor and facilitating material approvals with ACHD.

The additional fees included in Amendment 1 to Task Order 19-006 will allow the consultant team to continue to coordinate with adjacent projects, review and respond to submittals, requests for information, design clarifications, and produce record drawings.

Staff Recommendation:

Staff recommends that the Agency Board approve Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for construction administration services for the 11th Street Bikeway and Streetscape Improvements Project.

Suggested Motion:

I move to adopt Resolution 1798 approving Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for construction administration services for the 11th Street Bikeway and Streetscape Improvements Project.

RESOLUTION NO. 1798

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 TASK ORDER 19-006 WITH JENSEN BELTS ASSOCIATES FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 11TH STREET BIKEWAY AND STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

WHEREAS, in January 2021 the Agency used a Request for Qualifications (RFQ) selection process in accordance with Idaho Code § 67-2320(2) to select and contract with Jensen Belts Associates to provide the necessary professional design services for the Agency's planned 11th Street Bikeway and Streetscapes Improvement Project (the "Project"); and,

WHEREAS, the Agency Board of Commissioners adopted Resolution 1761 on May 9, 2022, authorizing Task Order 19-006 with Jensen Belts Associates in the amount of \$177,835 for construction administration services for the Project, including: pre-construction meetings; weekly on-site construction coordination; design clarifications; review of requests for information, change orders, and payment requests; construction administration management and correspondence; and assistance with project closeout; and,

WHEREAS, Amendment 1 to Task Order 19-006 in the amount of \$104,955, attached hereto as Exhibit A, is necessary for additional construction administration services due to unforeseen project complexities; and,

WHEREAS, given the complexities of the Project, the Agency deems it prudent to include a contingency on Task Order 19-006 in the amount of \$25,000 to cover additional construction administration services; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates, including the additional contingency, and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Amendment No. 1 to Task Order 19-006 between the Agency and Jensen Belts Associates, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Board hereby authorizes the Agency Executive Director to execute Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for an amount not to exceed ONE HUNDRED FOUR THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$104,955), bringing the combined total for Task Order 19-006 to Two Hundred Eighty-Two Thousand Seven Hundred Ninety Dollars (\$282,790), and further, authorizes a contingency up to

\$25,000 to address any additional construction administration services if determined necessary in his best judgment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho on December 12, 2022.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



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

TASK ORDER #19-006 AMENDMENT No. 1

*CONSULTANT: Use the Project Name and **PO# 220075** on all project-related invoices.*

PROJECT NAME: **11th Street Bikeway and Streetscape Improvement Project – Services During Construction**

ORIGINAL TASK ORDER DATE: May 9, 2022
Original Task Order Amount: \$177,835
Amendment No. 1 Amount: **\$104,955**

New Task Order Amount: **\$282,790**

TASK ORDER AMENDMENT NO. 1 DATE: _____

Task Order #19-006 is hereby amended as set forth in this Amendment No. 1. All other terms and conditions of Task Order #19-006 dated May 9, 2022 remain in full force and effect.

1. SECTION 1: PROJECT DESCRIPTION

CCDC is requesting CONSULTANT to provide additional hours for subconsultant, Kittelson & Associates, to continue to support the project with design clarifications, drawing revisions, review and response to requests for information, submittals, punchlist inspections, record drawings, and assistance with project closeout. Additional hours have also been included for project management, administration, and correspondence for general project coordination and additional meetings with adjacent project teams as described in CONSULTANT's proposal dated December 5, 2022, attached hereto as Exhibit A.

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

CONSULTANT shall perform the additional Scope of Services as described in CONSULTANT'S proposal dated December 5, 2022, attached hereto as Exhibit A.

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

By this Amendment No. 1, CCDC is approving an increase of **ONE HUNDRED FOUR THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$104,955)** for a new Task Order total amount of **TWO HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$282,790)**. The Scope of Work, specific tasks and costs associated are further outlined in **Exhibit A**.

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

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

5. **CONTRACT TERMS**

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

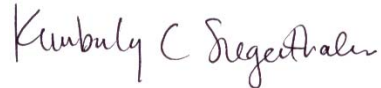
End of Amendment No. 1 to Task Order #19-006

[Signatures appear on next page.]

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 1 to Task Order #19-006 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 12-07-2022

Exhibits

A: CONSULTANT'S Proposal / Scope of Work dated December 5, 2022
(5 pages)

Budget Info / For Office Use	
Fund/District	302 303
Account	6250
Activity Code	21003
PO #	220075
TO Completion	October 31, 2023
TO Term	November 30, 2023

December 5, 2022

Ms. Amy Fimbel
Capital City Development Corporation
121 N 9th Street, Suite #501
Boise, ID 83702



Re: **11th Street Bikeway and Streetscape Project**
Services During Construction
Amendment 1 - Request for Additional Service Fees

Dear Mrs. Fimbel:

The design team is requesting additional fees for the 11th Street Bikeway and Streetscape Project – Services During Construction. The following items have changed from the original scope of services.

- Additional Services During Construction - See attached expanded scope of work descriptions for Kittelson & Associates.

Consultant Team Fee Breakdown:

<u>Kittelson & Associates (see attached proposal)</u>	<u>Proposed Additional Fee \$ 104,955.00</u>
(Westside District: \$52,478.00 R-M District: \$52,478.00)	

<u>TOTAL PROPOSED ADDITIONAL FEES</u>	<u>Proposed Fee (Hourly, Not-To-Exceed) \$ 104,955.00</u>
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The proposed additional fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Should the additional services meet with your approval, please facilitate an amendment to the current task order at your earliest convenience.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC

A handwritten signature in purple ink that reads "Kimberly C. Siegenthaler". The signature is fluid and cursive, with the first name "Kimberly" and last name "Siegenthaler" clearly legible.

Kimberly C. Siegenthaler
Principal

11th Street Bikeway & Streetscape – Construction Administration Supplemental Request No. 1

Supplemental Request

The original budget for Construction Administration and Engineering support has been exhausted due to the following:

- Original budget assumed that minimal hours for Design Clarifications & RFIs over the lifetime of the project (original budget based on 2 hours per week). Kittelson has been tracking hours and is spending on average 8-12 hours per week working with the team on design clarifications, RFIs, and plan revisions.
- Original budget didn't assume material approvals by Kittelson (i.e. concrete mix designs, asphalt mix designs, aggregates, pre-cast utility boxes, etc.). Kittelson has spent numerous hours reviewing material submittals from the contractor and facilitating material approvals with ACHD.
- Original budget for CA Project Management/Admin/Correspondence has been exhausted due to numerous unanticipated meetings, phone calls, and email correspondence with McAlvain and adjacent project teams and developers such as:
 - Block 68/69
 - ACHD's State Street DBIP Project
 - Linen Blocks on Grove St Project
 - Hotel Renegade
 - 11th & Lee Development Team
 - Multiple calls a week (some weeks daily) with McAlvain team discussing various project aspects and unforeseen challenges encountered in the field.
 - Simplot Right of Way coordination has required a lot of unanticipated attention and research by Kittelson and Parametrix.

Due to the nature of the project and amount of construction and coordination remaining, Kittelson is requesting a supplemental agreement for the following tasks:

- CA Project Management, Administration, and Correspondence.
 - An additional two hours per week for the remaining 12 months of construction for general project coordination including:
 - Four phone conversations with CCDC, ACHD, McAlvain, and other project team members per week totaling one hour per week
 - 10 emails per week with CCDC, McAlvain, and other project team members totaling one hour per week
 - 12 additional meetings with adjacent project teams:
 - Four two-hour meetings with Block 68/69 Project Team. Assumes one hour meeting duration, one-hour to prepare for and summarize
 - Four two-hour meetings with Linen Blocks Team. Assumes one hour meeting duration, one-hour to prepare for and summarize

- Four two-hour meetings with ACHD's DBIP Project Team. Assumes one hour meeting duration, one-hour to prepare for and summarize
 - One OAC meeting per week attended by one Kittelson staff (1 hour per meeting)
 - One On-Site construction coordination meeting per week (1 hour per meeting)
- Design Clarifications & RFIs
 - 25 additional RFIs at eight hours per RFI
 - Three hours for Professional Engineer, five hours for EIT
 - 10 additional design issuances at four hours per issuance
 - Two hours for Professional Engineer, two hours for EIT
 - 10 additional material submittals at two hours per submittal
 - Two hours for Professional Engineer
- Record Drawings
 - An additional 40 hours for record drawings and consolidating all plan revisions and redlines.

Attachment A shows the fee breakdown in accordance with this scope of work.

Attachment A

Fee Table

Project Name: 11th Street Downtown Bikeway Construction Admin
Project Manager: Evan Reed
KAI Project Number: 26103
Date: December 2022

Task		PM	PE	EIT	EIT	CAD	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
Notes		JER	JER	BJB	MZJ	DNS		
Construction Administration								
CA Project Management/Admin/Correspondance							0	\$0
4 Phone Conversations/Week		52					52	\$11,180
10 Emails Per Week		52					52	\$11,180
12 Adjacent Project Mtgs, 2 hours/mtg			24				24	\$5,160
One OAC Meeting per week		52					52	\$11,180
One On-Site Construction Mtg			52				52	
Design Clarifications & RFIs							0	\$0
25 Additional RFIs			75	125			200	\$34,875
10 Design Issuances			20	20			40	\$7,300
10 Material Subs			20				20	\$4,300
							0	\$0
Record Drawings			40				40	\$8,600
Reimbursable Expense								\$0
Task # - Subtotal		156	231	145	0	0	532	\$104,955

	TOTAL HOURS	156	231	145	0	0	TOTAL HOURS	TOTAL LABOR
	LABOR RATE	\$215.00	\$215.00	\$150.00	\$150.00	\$135.00		
	LABOR COST							
		29.32%	43.42%	27.26%	0.00%	0.00%	532	\$104,955

TOTAL REIMBURSABLES	\$0
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CEBC District Breakdown	
River Myrtle	
1/2 of Project	\$52,478
Total	\$52,478
Westside	
1/2 of Project	\$52,478
Total	\$52,478

TOTAL KAI FEES	\$104,955
TOTAL SUB FEES	\$0

TOTAL PROJECT BUDGET	\$104,955
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AGENDA BILL

Agenda Subject: Quitclaim 703 S. 8 th Street Parcel to the City of Boise		Date: December 12, 2022
Staff Contacts: John Brunelle, Executive Director Mary Watson, General Counsel		Attachments: <ul style="list-style-type: none">• Resolution 1800• Quitclaim Deed• Assignment and Assumption of Lease
Action Requested: Adopt Resolution 1800 to convey 703 S. 8 th Street to the City of Boise by Quitclaim Deed		

Background:

In May 2022, a local real estate brokerage firm announced an Invitation to Bid on three properties in the River Myrtle-Old Boise Urban Renewal District being sold by the Lydia Merrill Revocable Living Trust. In close coordination with the City of Boise, it was decided that acquisition of one of the properties, 703 S. 8th Street, would serve the interests of the public and be appropriate as a long-term strategic acquisition for future use by the City. The City and Agency agreed that the Agency was best positioned to respond to the Invitation to Bid due to the tight deadline and that the Agency would convey the property to the City following closing.

The small (0.179-acre) property is located on the southwest corner of 8th and River Streets on a block otherwise owned, entirely, by the City of Boise and adjacent to the Library!, the Wassmuth Center for Human Rights, the Anne Frank Human Rights Memorial, and the Boise River Greenbelt. Acquiring this property completes the City's assemblage for full control of the two-block area.

After the Agency's offer to purchase was accepted and a period of due diligence passed, the sale was finalized on September 9, 2022. The two buildings on the property are vacant and a month-to-month lease remains on the surface parking lot. A complete property and systems inspection obtained in November has been provided to the City.

The Agency intends to convey the property to the City of Boise by Quitclaim Deed. This is a common process the Agency has employed in the past to convey real property to the City. The Boise City Council is prepared to accept the Quitclaim Deed at its public meeting on Tuesday, December 13, 2022.

Fiscal Notes:

In order to achieve the objectives of the River Myrtle-Old Boise Plan, and in accordance with Idaho Code §50-2015, the Agency is authorized to convey real property to the City without appraisal, public notice, bidding, or monetary compensation.

Staff Recommendation:

That the Board find it in the best interest of the public and of the Agency to convey the 703 S. 8th Street parcel to the City of Boise by Quitclaim Deed.

Suggested Motion:

I move to adopt Resolution 1800 to convey 703 S. 8th Street to the City of Boise by Quitclaim Deed.

RESOLUTION NO. 1800

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 REAL ESTATE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. R1749100412, ADDRESSED AS 703 SOUTH 8TH STREET, BOISE, IDAHO, TO THE CITY OF BOISE BY QUITCLAIM DEED AND WITHOUT CONSIDERATION; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE QUITCLAIM DEED AND ANCILLARY DOCUMENTS ON BEHALF OF AGENCY; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO DELIVER THE QUITCLAIM DEED TO THE CITY OF BOISE FOR ACCEPTANCE AND RECORDING WITH THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, on September 9, 2022, the Agency purchased certain real property, identified as Parcel No. R1749100412 in the records of the Ada County Assessor and addressed as 703 South 8th Street, Boise, Idaho, (the "Parcel"); and,

WHEREAS, the Agency seeks to transfer the Parcel to the City of Boise, including assignment of the lease for surface parking that encumbers the Parcel; and,

WHEREAS, Idaho Code § 50-2015 allows the Agency to convey real property to the City of Boise without consideration and subject to the terms and conditions as the Agency deems necessary; and,

WHEREAS, the City of Boise desires to accept the Parcel by Quitclaim Deed; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the quitclaim of the Parcel, without consideration, to the City of Boise and to direct Agency staff to take all necessary steps to effectuate 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 the Quitclaim Deed for the Parcel, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved and adopted.

Section 3: That the Executive Director is authorized and directed to execute the Quitclaim Deed on behalf of Agency and thereafter deliver the Quitclaim Deed to the City of Boise for formal acceptance by the Boise City Council and subsequent recording with the Ada County Recorder; and further, authorizing the Executive Director to execute any ancillary documents, including the *Assignment and Assumption of Lease*, on behalf of the Agency.

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 December 12, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Recording Requested by:

City of Boise City
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83701-0500
Attn: City Attorney's Office

QUITCLAIM DEED

FOR VALUE RECEIVED, 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 having a business address of 121 N. 9th Street, Suite 501, Boise, Idaho, 83702 ("CCDC"), does hereby convey, release, remise, and forever quitclaim unto The City of Boise City, an Idaho municipal corporation, whose address is 150 N. Capitol Blvd., Boise, Idaho, 83702 ("CITY"), all right, title, and interest of CCDC in and to the following described real property situated in Ada County, State of Idaho, more particularly described as follows, to wit:

Lots 1 and 2 in Block 5 of Davis Addition, filed in Book 1 of Plats at Page 17,
records of Ada County, Idaho.

More commonly known as: 701 and 703 S. 8th Street, Boise, Idaho.

TO HAVE AND TO HOLD the said premises, unto CITY, its successors and assigns forever.

DATED this ____ day of _____, 2022.

The Urban Renewal Agency of Boise City, Idaho

By: John Brunelle, Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me, a notary public of the State of Idaho, personally appeared John Brunelle, known or identified to me to be the Executive Director of the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the Urban Renewal Agency of Boise City, Idaho.

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: _____

ACCEPTANCE

I, Lauren McLean, Mayor of the City of Boise, do hereby acknowledge receipt of the foregoing Quitclaim Deed for the property legally described as **Lots 1 and 2 in Block 5 of Davis Addition, filed in Book 1 of Plats at Page 17, records of Ada County, Idaho**, and do agree to accept the terms of said transfer.

DATED this ____ day of _____, ____.

CITY OF BOISE:

By: _____
Lauren McLean, Mayor

ATTEST:

By: _____
Lynda Lowry, *Ex-Officio* City Clerk

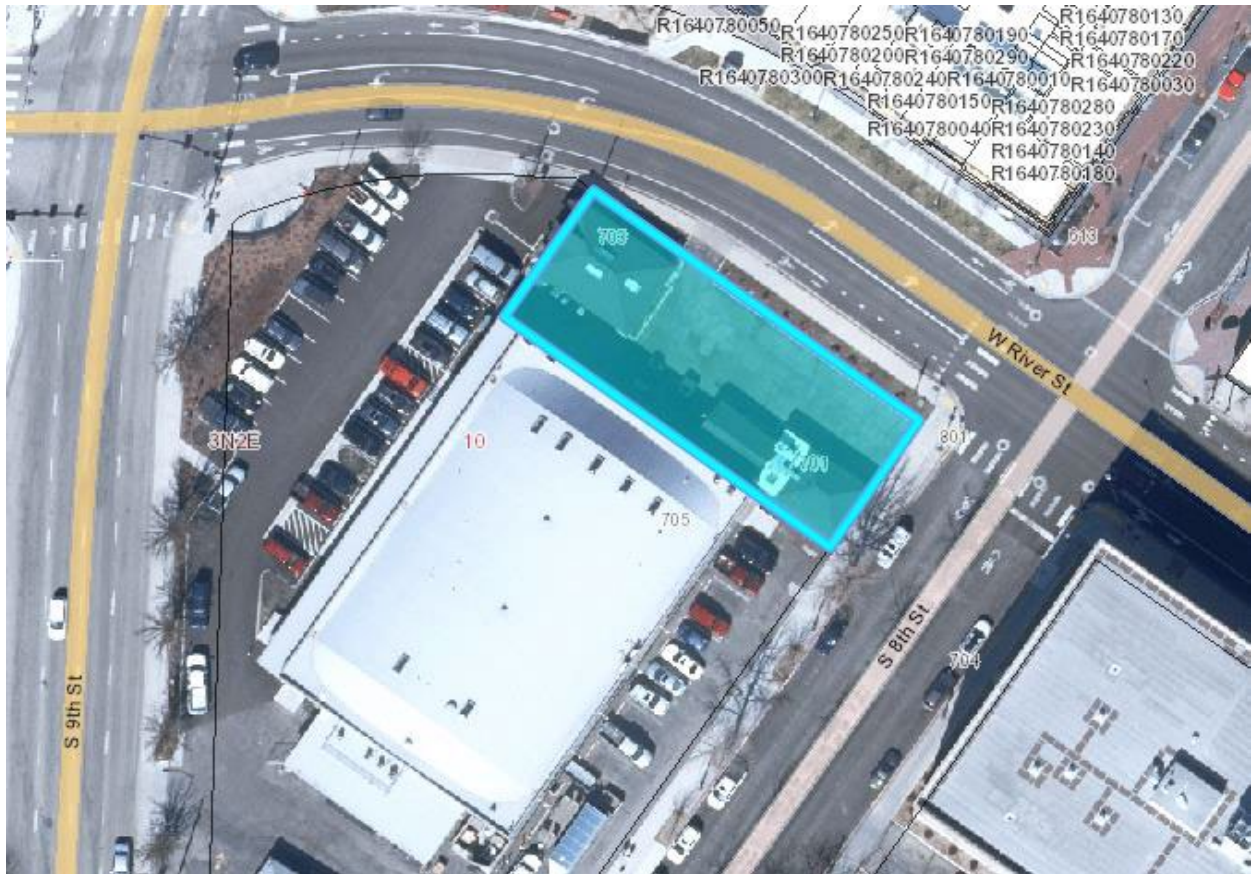
STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, _____, before me, a Notary Public in and for the State of Idaho, personally appeared Lauren McLean, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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: _____

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSE OF
GENERALLY LOCATING THE LAND. THIS MAP DOES NOT REPRESENT A SURVEY OF
THE LAND NOR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA, OR ANY
OTHER FACTS RELATED TO THE LAND SHOWN HEREON.



Tax Parcel # R1749100412
Addressed as 701 and 703 South 8th Street, Boise, Idaho

ASSIGNMENT AND ASSUMPTION OF LEASE
703 S. 8th Street, Boise, Idaho

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("**Agreement**") is made by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and known as CAPITAL CITY DEVELOPMENT CORPORATION ("**Assignor**") and the City of Boise City, an Idaho municipal corporation ("**Assignee**"). Assignor and Assignee may be referred to as the "parties" or a "party" as the case may be.

RECITALS

- A. Assignor is the owner of approximately 0.179 acres of real property improved with two (2) buildings and a parking area in downtown Boise, Ada County, Idaho, as legally described and approximately depicted on Exhibit A, attached hereto (the "**Property**").
- B. Assignor's purchase of the Property on September 9, 2022, included assignment by the Trustees of the Lydia Merrill Revocable Living Trust to Assignor of certain leases.
- C. At present, the Property is subject to one (1) lease for the surface parking located on the Property (the "**Lease**").
- D. As part of the conveyance of the Property by Quitclaim Deed to Assignee, Assignor is hereby agreeing to assign to Assignee and Assignee is agreeing to accept from Assignor all of Assignor's interest as the landlord to the Lease. A copy of the Lease is attached as Exhibit B.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. EFFECTIVE DATE. This Agreement shall be effective upon recording of the Quitclaim Deed for Parcel No. R1749100412, addressed as 703 South 8th Street, Boise, Idaho, which recording shall vest ownership of the Property in Assignee.
2. ASSIGNMENT. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest, as lessor, in, to, and under the Lease, and Assignee agrees to accept same.
3. SECURITY DEPOSITS/RENTS. Concurrently herewith, Assignor has delivered to Assignee all deposits held by Assignor, as lessor, under the Lease, and Assignee acknowledges receipt of the same. If Assignee receives any Lease payments to which Assignor is entitled, it will forward them to Assignor. Likewise, if Assignor receives any Lease payments to which Assignee is entitled, it will assign and forward all such payments to Assignee. It is Assignor's responsibility to notify the tenant under the Lease of the conveyance of the Property and Assignee's address for payment of rent.
4. MISCELLANEOUS. The recitals and exhibit are incorporated herein by reference and made a part hereof. This Agreement contains the entire agreement between the parties hereto

and supersedes and replaces all prior agreements, negotiations, or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the parties. This Agreement may be executed in counterparts which when such counterparts are together will constitute the one and same Agreement. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho.

EXECUTED EFFECTIVE as of the recording date of the Quitclaim Deed.

ASSIGNOR:

The Urban Renewal Agency of Boise City

ASSIGNEE:

City of Boise City

John Brunelle, Executive Director

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, *Ex-Officio* City Clerk

Exhibits:

- Exhibit A – Legal Description and Property Depiction
- Exhibit B – Lease Agreement between the Car Park LLC and the Lydia Merrill Revocable Trust, dated July 6, 2020, and assumed by Assignor on September 9, 2022

EXHIBIT A

LEGAL DESCRIPTION AND PROPERTY DEPICTION

Lots 1 and 2 in Block 5 of Davis Addition, filed in Book 1 of Plats at Page 17, records of Ada County, Idaho

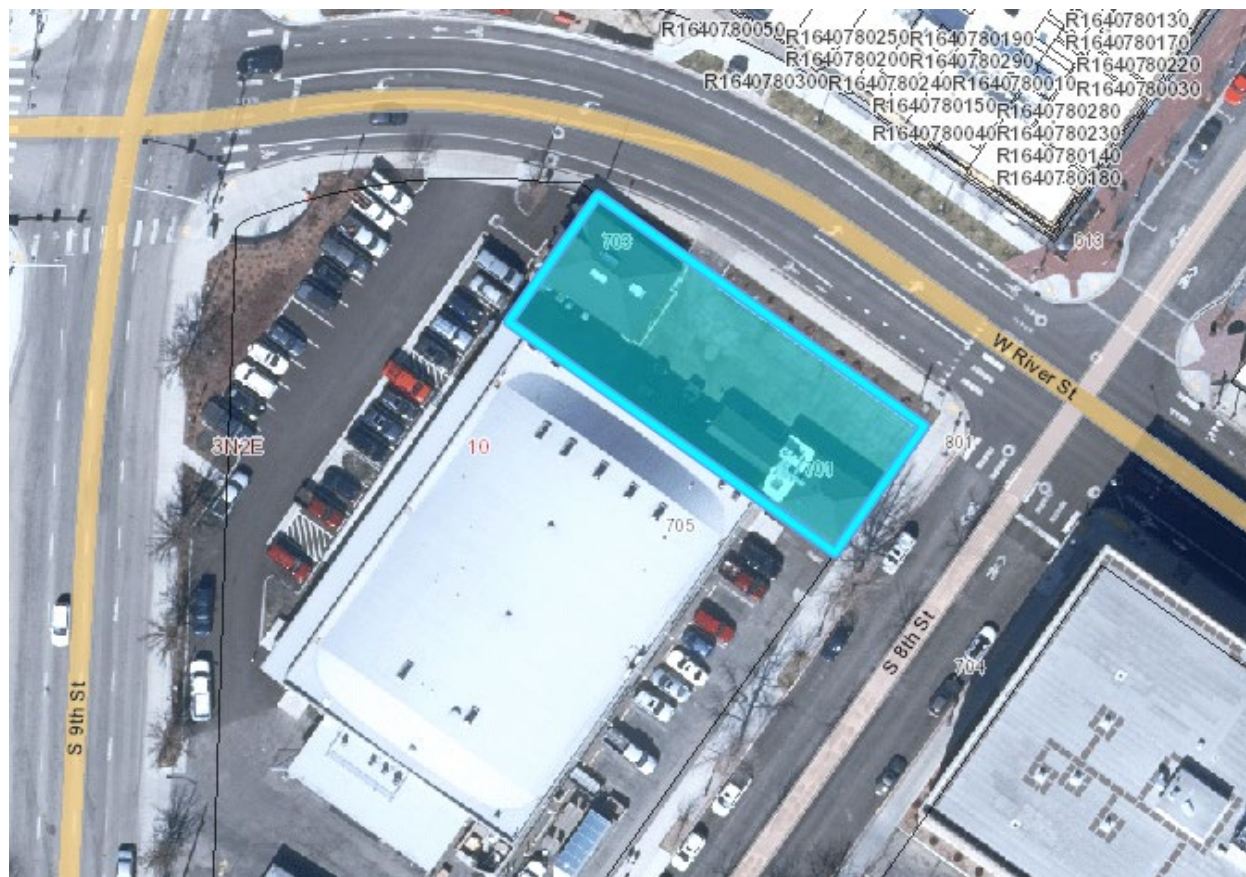


EXHIBIT B

**Lease Agreement between the Car Park LLC and the Lydia Merrill Revocable Trust, dated
July 6, 2020, and assumed by Assignor on September 9, 2022**

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases ("**Assignment**") is made by and between Northwest Trustee & Management Services, L.L.C., an Idaho limited liability company, and Andrea Merrell, an individual, as Co-Trustees of the Lydia Merrill Revocable Living Trust (collectively "**Assignor**"), grants, bargains, sells and conveys to The Urban Renewal Agency of Boise City, Idaho, an independent public body corporate and politic, organized under the laws of Idaho ("**Assignee**"). Assignor and Assignee may be referred to as the "parties" or a "party" as the case may be.

Recitals

A. Assignor as Seller and Assignee as Buyer entered into that certain Purchase and Sale Agreement dated as of July 7, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated August 8, 2022 (collectively "**Purchase Agreement**") regarding the purchase and sale of approximately 0.179 acres of real property, located in downtown Boise, Idaho and more particularly described in Exhibit A attached hereto ("**Real Property**").

B. Pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's interest as the landlord in certain Leases copies of which are attached as Exhibit B (collectively "**Leases**").

C. Upon the closing of the sale and purchase of the Real Property as described in the Purchase Agreement ("**Closing Date**"), Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest, in the Leases, based on the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, all of Assignor's right, title and interest, as lessor, in, to and under the Leases.

2. Assumption. Assignee hereby assumes all of Assignor's right, title and interest, in, and benefit of, the Leases, and obligations imposed upon Assignor as lessor under the Leases accruing or arising on or after the Closing Date.

3. Indemnification. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any loss or liability resulting from any breach by Assignor of its obligations as lessor under the Leases occurring prior to the Closing Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability resulting from any breach by Assignee of its obligations as lessor under the Leases occurring from and after the date of the Closing Date.

4. Security Deposits/Rents. Concurrently herewith, Assignor has delivered to Assignee all deposits held by Assignor, as lessor, under the Leases, and Assignee acknowledges receipt of the same. If Assignee receives any Lease payments to which Assignor is entitled, it will forward them to Assignor. Likewise, if Assignor receives any Leases payments to which Assignee is entitled, it will assign and forward all such payments to Assignee. It is Assignor's responsibility

to notify tenants under the Leases of the conveyance of the Real Property and Assignee's address for payment of rent.

5. Miscellaneous. The recitals and exhibit are incorporated herein by reference and made a part hereof. This Agreement contains the entire agreement between the parties hereto and supersedes and replaces all prior agreements, negotiations or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the parties. This Agreement may be executed in counterparts which when such counterparts are together will constitute the one and same Agreement. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho. In the event any person initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party of such action or proceeding shall be entitled to recover from the losing party its reasonable attorney's fees and costs, including attorney's fees and costs on any appeal.

[End of Text; Signature Page Follows]

EXECUTED EFFECTIVE as of the Closing Date.

Assignor:

Northwest Trustee & Management Services, L.L.C.,
an Idaho limited liability company, as Co-Trustee of
the Lydia Merrill Revocable Living Trust

By : _____
David Cooper, Trust Officer

Andrea Merrell - Co-Trustee
Andrea Merrell as Co-Trustee of the Lydia Merrill
Revocable Living Trust

Assignee:

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 the Capital City
Development Corporation

DocuSigned by:
John Brunelle
By: _____
John Brunelle, Executive Director

5. Miscellaneous. The recitals and exhibit are incorporated herein by reference and made a part hereof. This Agreement contains the entire agreement between the parties hereto and supersedes and replaces all prior agreements, negotiations or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the parties. This Agreement may be executed in counterparts which when such counterparts are together will constitute the one and same Agreement. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho. In the event any person initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party of such action or proceeding shall be entitled to recover from the losing party its reasonable attorney's fees and costs, including attorney's fees and costs on any appeal.

[End of Text; Signature Page Follows]

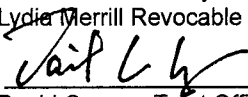
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EXECUTED EFFECTIVE as of the Closing Date.

Assignor:

Northwest Trustee & Management Services, L.L.C., The Urban Renewal Agency of Boise City, an Idaho limited liability company, as Co-Trustee of Idaho, an independent public body the Lydia Merrill Revocable Living Trust

By:


David Cooper, Trust Officer

Assignee:

corporate and politic, organized under the laws of the State of Idaho, doing business as the Capital City Development Corporation


Andrea Merrell as Co-Trustee of the Lydia Merrill Revocable Living Trust

By:

John Brunelle, Executive Director

☐

EXHIBIT A

Leases

The Lease Agreement between the Car Park, LLC and the Lydia Merrill Revocable Trust dated July 6, 2020

Lease Agreement between Frances Ellsworth dba River Place Design and the Lydia Merrill Revocable Trust dated September 9, 2022

[End of Text; Attached Leases Follow]

ASSIGNMENT OF LEASES - 1

EXHIBIT A

Leases

The Lease Agreement between the Car Park, LLC and the Lydia Merrill Revocable Trust dated July 6, 2020

Lease Agreement between Frances Ellsworth dba River Place Design and the Lydia Merrill Revocable Trust dated September 9, 2022

[End of Text; Attached Leases Follow]

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into this 6th day of July, 2020, by and between Lydia Merrill Revocable Living Trust (hereinafter referred to as "Lessor"), and The Car Park, LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

WITNESSETH:

1. DESCRIPTION:

Lessor hereby leases to Lessee for use as a parking lot a tract of real estate known as 703 South 8th Street in Boise, Idaho, more fully described in Exhibit A - Legal Description attached hereto, together with all improvements thereon, and appurtenances thereto, hereinafter referred to as the "Premises". Notwithstanding the foregoing, the Premises shall not include the building or improvements affixed to the building.

2. QUIET POSSESSION:

Lessor covenants that it has a leasehold interest to the Premises, and Lessor covenants and agrees with Lessee that so long as Lessee keeps and performs all the covenants and conditions to be kept and performed by Lessee, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from all claims of any kind, nature or description.

3. TERM:

The term of this Lease shall be from month-to-month commencing on July 6, 2020. This Lease may be terminated by either party hereto upon thirty (30) days' written notice the other party.

4. RENTAL:

Lessee covenants and agrees to pay to Lessor as rent for each month of the term of this Lease a sum equal to fifty percent (50%) of all Gross Parking Revenue, as that term is hereinafter defined, payable by the twentieth day (20th) of the next succeeding calendar month.

Gross Parking Revenue as used in this Lease shall mean all hourly/daily/monthly revenues received and collected by Lessee in the operation of the Premises less any sales tax, parking tax, license fee, levy, impost, credit card fees or gateway fees or other charge which may be required by law, ordinance or other governmental regulation to be:

- i. collected from patrons of the Premises, or
- ii. imposed on the parking spaces or stalls on the Premises (excluding ad valorem taxation of the Premises), or

iii. collected from vehicles entering the Premises

and to be remitted to a political subdivision or other agency (without regard to legality, constitutionality or enforceability of such law, ordinance or other government regulation).

Lessee shall maintain suitable books of account at its regular business office in Boise, Idaho and such books as to each year shall be available for inspection and audit by Lessor or its agent at any reasonable time within one year after the expiration of each respective Lease Year.

5. MAINTENANCE AND REPAIR:

Lessee agrees to use reasonable diligence in the care, protection and maintenance of the Premises during the term of this Lease, and to surrender the Premises at the termination of this Lease in as good condition as received, ordinary wear and tear and casualty damage excepted.

Lessee shall have no obligation with respect to the condition, maintenance, or repair of any of the sidewalks which may be adjacent to or adjoin the Premises except as and to the extent damaged by Lessee or its employees in its use of the Premises; Lessor, at Lessor's expense, agrees to promptly make all repairs to such sidewalks required by law or public safety except Lessee, at Lessee's expense shall make all repairs thereto for damage resulting from its use of the Premises. Lessee shall have no obligation to repair any sinkholes except and to the extent caused by Lessee.

Lessee will have the right to erect on the Premises a payment collection box and professional parking signs as long as its signs do not violate city ordinances.

6. ALTERATIONS AND IMPROVEMENTS:

Lessee may not make any alterations or improvements to the Premises without the prior approval of Lessor, which shall not be unreasonably withheld. Any such alterations or improvements shall be at Lessee's expense. Lessor, upon the expiration of this Lease, may require Lessee to restore the Premises as nearly as possible to its condition at the beginning of the Lease, ordinary wear and tear and other casualty excepted, by giving written notice to Lessee not later than thirty (30) days before the expiration of this Lease or any extension thereof.

Lessee may (if not in default hereunder) prior to the expiration of the Lease or any extension thereof, remove all fixtures and equipment which have been placed on the Premises by Lessee.

Lessee, at Lessee's cost, shall have the right to install signage for the purpose of advertising Lessee's business provided Lessee obtains all pertinent approvals from the appropriate governing entities and such signage is in compliance with all local ordinances, regulations and laws. All such signage shall be subject to Lessor's prior approval, which shall not be unreasonably withheld.

7. USE OF PREMISES:

The Premises shall be used by Lessee for the purpose of operating a parking lot for use by the general public, and for the sale of such merchandise and services as are ancillary to the operation of a parking lot.

The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance, or trespass.

8. INSURANCE:

Prior to commencement, and during the term of this Lease, Lessee agrees to maintain the following types of insurance with limits not less than those set forth below and to have Lessor included as additional insured with respect to Lessee's operation of the Premises:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$2,000,000
Garagekeeper's Legal Liability	\$250,000 combined single limit each occurrence
Crime: Policy Limits:	\$10,000 commercial blanket \$10,000 broad form money inside \$10,000 broad form money outside
Workers' Compensation:	Coverage A - Statutory Coverage B - \$100,000

9. WAIVER OF SUBROGATION:

All policies as required under Section 8 of this Agreement shall provide a waiver of subrogation in favor of Lessee. Any waiver as contemplated in this provision shall apply only to the extent of the insurance coverage maintained with respect to such loss or damage.

10. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the prior written consent of Lessor in each instance, which consent will not be unreasonably withheld.

11. DEFAULT:

In the event Lessee fails to pay any installment of rent when due and such failure is not cured within ten (10) days after receipt of written notice of such failure by Lessor to Lessee by registered or certified mail or in the event of a material default in the performance by Lessee of any condition herein contained, and such default is not cured within thirty (30) days after receipt of written notice of such default by Lessor to

Lessee by registered or certified mail, or such additional time as is reasonably necessary to cure the default, then, in any such case, Lessor may: (1) serve written notice upon Lessee that Lessor elects to terminate this Lease upon a specified date not less than thirty (30) days after such written notice and this Lease shall then terminate on that date so specified, and Lessor shall have the right to re-enter, repossess, or re-rent the premises upon such date or (2) cure the default and invoice Lessee for all costs incurred by Lessor to cure the default, in which case this Lease shall continue in full force and effect if Lessee pays the costs of cure within 15 days following receipt of the invoice from Lessor or (3) pursue any other remedy permitted by law or equity. If Lessor shall at any time fail to perform any of the covenants, conditions, or provisions of this Lease, and such default is not removed within thirty (30) days after receipt of written notice thereof from Lessee or such additional time as is reasonably necessary to cure the default, then, in any such case, Lessee may: (1) serve written notice upon Lessor that Lessee elects to terminate this Lease upon a specified date, not less than thirty (30) days after such written notice, and this Lease shall then terminate on the date so specified or (2) cure the default and setoff the cost of cure against Lessee's next payment(s) of rent in which case this Lease shall continue in full force and effect. No default shall be deemed waived unless such waiver is in writing.

12. INDEMNITY:

Lessee shall defend, indemnify and hold Lessor harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessor attributable to the recklessness, carelessness or negligence of Lessee or any of its agents, servants, employees, customers or invitees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. Lessor shall defend, indemnify and hold Lessee harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessee attributable to the recklessness, carelessness or negligence of Lessor or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

13. DESTRUCTION OF, OR DAMAGE TO PREMISES:

If the Premises are totally destroyed by fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war damage, this Lease shall be terminated and the rental accounted for as between Lessor and Lessee as of that date. Subject to Lessor's right to terminate this Agreement set forth in Paragraph 3 above, if the Premises are damaged but not wholly destroyed by any such casualty, rental shall abate in such proportion as use of Premises has been destroyed, or made inaccessible or unusable, and Lessor shall restore the Premises to substantially the same condition as before damages as speedily as practicable, whereupon full rental shall recommence.

14. HOLDING OVER:

If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a lessee at will at the rental rate in effect at the end of the Lease; and there shall be no renewal of this Lease by operation of law.

15. TAXES AND ASSESSMENTS:

Lessor will be responsible for payment of all property taxes and special assessments on the Premises.

16. MISCELLANEOUS PROVISIONS:

It is mutually covenanted and agreed by and between the parties as follows:

That this Lease shall be construed under the laws of the State of Idaho.

That the captions of the Articles of this Lease are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any Article thereof.

Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Lessor.

Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Any person, firm or corporation who may acquire an interest in the Premises leased hereby, or in the improvements thereon, shall take notice of all the terms and conditions set out herein as well as the covenants referred to herein, and shall be bound thereby.

This Lease is specifically conditioned upon the ability of Lessee to obtain all necessary and requisite licenses, permits and/or other authorization from the applicable city, state, and county authorities having jurisdiction over the Premises in order to operate an off-street automobile parking facility.

Lessor shall pay all utility charges resulting from Lessee's use of Premises.

In the event that either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such legal proceeding shall be paid all of the costs it incurs, including reasonable attorney's fees.

17. NOTICES:

In the event notices are required to be sent under the provisions of this Lease, they will be mailed, postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

Lessor:

Lydia Merrill Revocable Living Trust
David Cooper
C/O Northwest Trustee & Management
Services
7307 N. Division Street
Suite 303
Spokane, WA 99228-0969

Lessee:

Jeff Wolfe
CEO
The Car Park, LLC
702 W Idaho Street
Suite 400
Boise, Idaho 83702

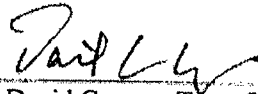
Either party may, by such notice, designate a new or other address to which notice may be mailed.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized officer on the date hereinbefore first written.

LESSOR:


Lydia Merrill Revocable Living Trust

BY: _____



David Cooper, Trust Officer
Northwest Trustee & Management Services, LLC, Co-Trustee

BY: _____

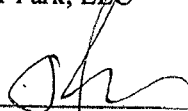


Andrea Merrell, Co-Trustee

LESSEE:

The Car Park, LLC

BY: _____



Jeff Wolfe, CEO



AGENDA BILL

Agenda Subject: Quitclaim 429 S. 10 th Street Parcel to the City of Boise	Date: December 12, 2022
Staff Contacts: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">• Resolution 1801• Quitclaim Deed
Action Requested: Adopt Resolution 1801 to convey 429 S. 10 th Street to the City of Boise by Quitclaim Deed	

Background:

In 2001 the Agency acquired the real property addressed as 429 S. 10th Street, Boise, within the River Myrtle-Old Boise Urban Renewal District, from Edgar and Pearl Plum. At the time, the block (Block 2 of A.O. Miller's Addition to Boise City) included multiple, individually owned parcels, and the Agency's intent was to assemble parcels for the purpose of redevelopment. Over the following years, as adjacent parcels were purchased by other parties, 429 S. 10th Street became of little use to the Agency. At present, it is no longer considered a strategic holding for the purpose of redevelopment.

The property was deemed surplus by the Agency Board in 2019 and offered to the highest bidder in a sealed bid format. Although two acceptable bids were received, the Agency Board ultimately chose to cancel the sale of the property at that time. Since then, the Agency has made use of the parcel, a .08 acre rectangular lot, as staging for streetscape materials such as pavers, tree grates, and street furniture. The need for such storage is diminishing as the sunset of the River Myrtle-Old Boise Urban Renewal District draws near.

Inasmuch as the land is no longer a strategic holding for the Agency and given that the City of Boise has expressed interest in assuming ownership, the Agency intends to convey the land to the City by Quitclaim Deed. This is a common process the Agency has employed in the past to convey real property to the City. The Boise City Council is prepared to accept the Quitclaim Deed at its public meeting on Tuesday, December 13, 2022.

Fiscal Notes:

In order to achieve the objectives of the River Myrtle-Old Boise Plan, and in accordance with Idaho Code §50-2015, the Agency is authorized to convey real property to the City without appraisal, public notice, bidding, or monetary compensation.

Staff Recommendation:

That the Board find it in the best interest of the public and of the Agency to convey the 429 S. 10th Street parcel to the City of Boise by Quitclaim Deed.

Suggested Motion:

I move to adopt Resolution 1801 to convey 429 S. 10th Street to the City of Boise by Quitclaim Deed.

RESOLUTION NO. 1801

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 REAL ESTATE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. R5714250361, ADDRESSED AS 429 SOUTH 10TH STREET, BOISE, IDAHO, TO THE CITY OF BOISE BY QUITCLAIM DEED AND WITHOUT CONSIDERATION; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE QUITCLAIM DEED AND ANCILLARY DOCUMENTS ON BEHALF OF AGENCY; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO DELIVER THE QUITCLAIM DEED TO THE CITY OF BOISE FOR ACCEPTANCE AND RECORDING WITH THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the Agency owns certain real property, identified as Parcel No. R5714250361 in the records of the Ada County Assessor and addressed as 429 South 10th Street, Boise, Idaho, (the "Parcel"); and,

WHEREAS, the Agency, in deciding the Parcel is no longer considered a strategic holding for the purpose of redevelopment, seeks to transfer the Parcel to the City of Boise; and,

WHEREAS, Idaho Code § 50-2015 allows the Agency to convey real property to the City of Boise without consideration and subject to the terms and conditions as the Agency deems necessary; and,

WHEREAS, the City of Boise desires to accept the Parcel by Quitclaim Deed; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the quitclaim of the Parcel, without consideration, to the City of Boise and to direct Agency staff to take all necessary steps to effectuate 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 the Quitclaim Deed for the Parcel, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved and adopted.

Section 3: That the Executive Director is authorized and directed to execute the Quitclaim Deed on behalf of Agency and thereafter deliver the Quitclaim Deed to the City of Boise for formal acceptance by the Boise City Council and subsequent recording with the Ada County Recorder; and further, authorizing the Executive Director to execute any ancillary documents on behalf of the Agency.

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 December 12, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Recording Requested by:

City of Boise City
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83701-0500
Attn: City Attorney's Office

QUITCLAIM DEED

FOR VALUE RECEIVED, 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 having a business address of 121 N. 9th Street, Suite 501, Boise, Idaho, 83702 ("CCDC"), does hereby convey, release, remise, and forever quitclaim unto The City of Boise City, an Idaho municipal corporation, whose address is 150 N. Capitol Blvd., Boise, Idaho, 83702 (the "CITY"), all right, title, and interest of CCDC in and to the following described real property situated in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 30 in Block 2 of A.O. Miller's Addition to Boise City, in Ada County, State of Idaho, according to the official plat thereof, filed in Book 1 of Plats at page 15, records of Ada County, Idaho.

More commonly known as: 429 South 10th Street, Boise, Idaho.

TO HAVE AND TO HOLD the said premises, unto CITY, its successors and assigns forever.

DATED this ____ day of _____, 2022.

The Urban Renewal Agency of Boise City, Idaho

By: John Brunelle, Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me, a notary public of the State of Idaho, personally appeared John Brunelle, known or identified to me to be the Executive Director of the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, the independent public body, corporate and politic, that executed within and foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the Urban Renewal Agency of Boise City, Idaho.

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: _____

ACCEPTANCE

I, Lauren McLean, Mayor of the City of Boise, do hereby acknowledge receipt of the foregoing Quitclaim Deed for the property legally described as **Lot 30 in Block 2 of A.O. Miller's Addition to Boise City, in Ada County, State of Idaho, according to the official plat thereof, filed in Book 1 of Plats at page 15, records of Ada County, Idaho**, and do agree to accept the terms of said transfer.

DATED this ____ day of _____, _____.

CITY OF BOISE:

By: _____
Lauren McLean, Mayor

ATTEST:

By: _____
Lynda Lowry, *Ex-Officio* City Clerk

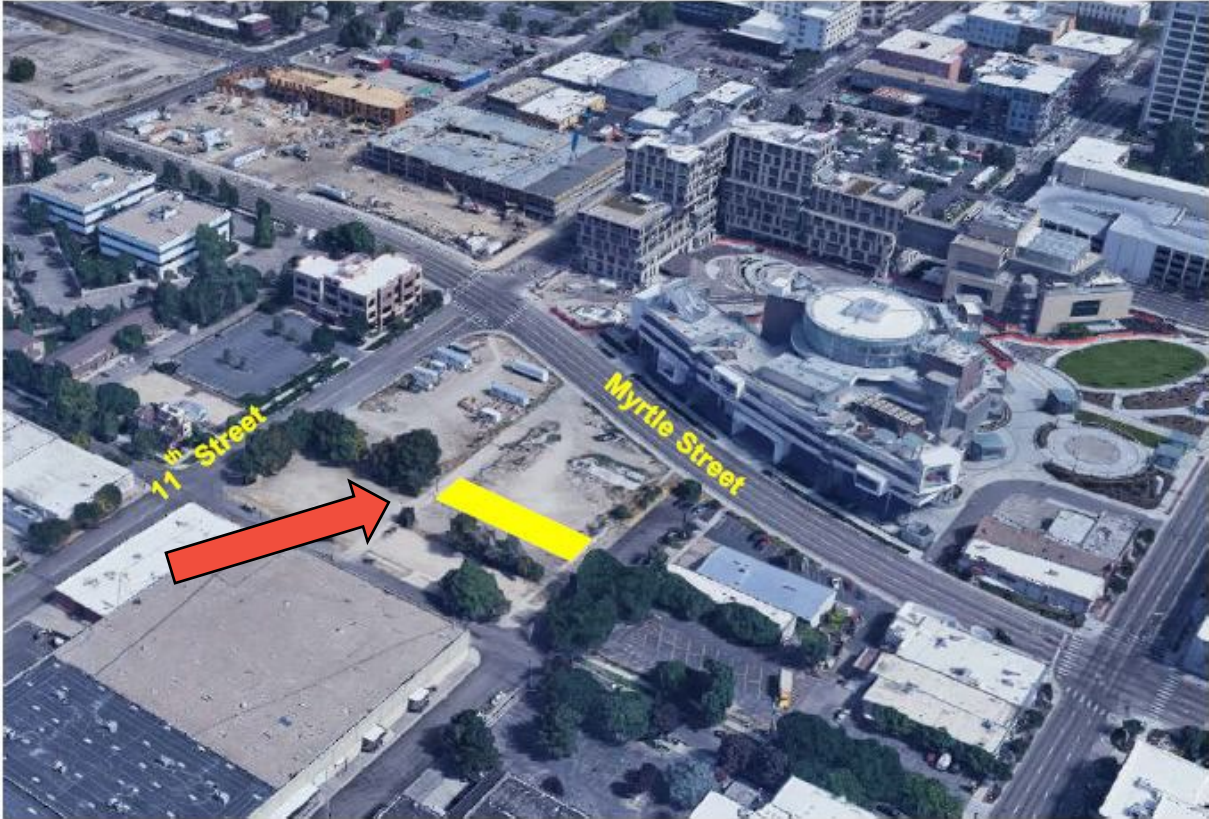
STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, _____, before me, a Notary Public in and for the State of Idaho, personally appeared Lauren McLean, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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: _____

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSE OF GENERALLY LOCATING THE LAND. THIS MAP DOES NOT REPRESENT A SURVEY OF THE LAND NOR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA, OR ANY OTHER FACTS RELATED TO THE LAND SHOWN HEREON.



Tax Parcel # R5714250361
Addressed as 429 South 10th Street, Boise, Idaho



AGENDA BILL

Agenda Subject: Resolution 1795 Approval of an Interagency Agreement with the Ada County Highway District for Design Services on the 5 th & 6 th Street Two-Way Conversion Project		Date: December 12, 2022
Staff Contact: Zach Piepmeyer, P.E., Project Manager – Capital Improvements	Attachments: 1. Resolution 1795 2. Interagency Agreement	
Action Requested: Adopt Resolution 1795 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the 5 th & 6 th Street Two-Way Conversion Project		

Background:

The 5th & 6th Street Two-Way Conversion Project includes significant investment in public improvements required for the partial conversion of these corridors from one-way to two-way traffic operations. The project includes the following primary elements:

- Conversion of 5th Street to two-way traffic operations from Myrtle Street to Washington Street. Conversion of the two blocks from Washington Street to Fort Street anticipated in the future under a separate Ada County Highway District (ACHD) project.
- Conversion of 6th Street to two-way traffic operations from Myrtle Street to Fort Street.
- Pavement reconstruction and potential stormwater improvements on both 5th Street and 6th Street.

Agency and ACHD staff have negotiated the proposed Interagency Agreement to share the expenses involved in the design of the project. These expenses could include traffic signal work, pavement markings, road reconstruction (or repaving) work, pedestrian improvements, and possible stormwater improvements. There are no streetscape improvements anticipated with this project except where repairs are necessary with other project work.

The ACHD Board of Commissioners approved the Agreement at its November 9, 2022, meeting. The Agreement provides for ACHD reimbursement for its portion of the design of this project, which includes all improvements beyond the limits of the River Myrtle-Old Boise Urban Renewal District (i.e. improvements north of Jefferson Street). Additionally, the Agreement provides that ACHD will reimburse for pavement reconstruction and stormwater improvements for the full length of both project corridors.

The Agreement does not commit Agency funds to the Project, it only outlines the way in which the Agency will cooperate with ACHD on the Project. Agency staff are preparing a Task Order

for the professional design services required on this Project for consideration by the Agency Board at its January meeting.

Agency staff will negotiate a separate construction interagency agreement with ACHD at a later date (anticipated in FY2024).

Fiscal Notes:

As noted above, the Agreement does not yet commit Agency funds to the Project. The Agreement is in alignment with the FY2023 Budget and future Board action items.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1795 approving and authorizing the execution of the Interagency Agreement with ACHD.

Suggested Motion:

I move to adopt Resolution 1795 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the Agency's 5th & 6th Street Two-Way Conversion Project.

RESOLUTION NO. 1795

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 AN INTERAGENCY AGREEMENT BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR DESIGN OF RECONSTRUCTION/REHABILITATION OF ROADWAY AND TWO-WAY CONVERSION FOR 5TH AND 6TH STREET, MYRTLE STREET TO FORT STREET; AUTHORIZING THE 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, 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such

contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and,

WHEREAS, the City of Boise, the Ada County Highway District ("ACHD"), and the Agency desire to convert portions of 5th Street (Myrtle Street to Washington Street) and 6th Street (Myrtle Street to Fort Street) in downtown Boise from one-way to two-way vehicle traffic; and,

WHEREAS, conversion to two-way vehicle travel could require modification of existing traffic signals and associated pedestrian facilities at intersections (including potential construction of curb extension bulb-outs where feasible) and modifications to the vehicle travel lanes, parking lanes, loading zones, and associated signage and pavement markings; and,

WHEREAS, by the terms and conditions of the *Interagency Agreement for Design of Reconstruction/Rehabilitation of Roadway and Two-Way Conversion for 5th St. and 6th St., Myrtle St. to Fort St.* (the "Interagency Agreement"), attached hereto as Exhibit A, the Agency will engage a Design Professional for design work on the complete project; and,

WHEREAS, by the terms and conditions of the Interagency Agreement, ACHD recognizes and acknowledges that the Agency will not fund design for any elements of the Project outside of the River Myrtle-Old Boise Urban Renewal District, with said design expense being the full responsibility of ACHD; and,

WHEREAS, completion of the Project will extend the life of the Agency's investments in improvements within the River Myrtle-Old Boise Urban Renewal District; and,

WHEREAS, at its regular public meeting on November 9, 2022, the ACHD Board of Commissioners reviewed and approved the Interagency Agreement; and,

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

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

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

Section 2: That the Interagency Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the Interagency Agreement and to execute all necessary documents required to implement the actions contemplated by the Interagency 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 December 12, 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 December 12, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

**INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND
CAPITAL CITY DEVELOPMENT CORPORATION FOR
Design of Reconstruction/Rehabilitation of Roadway and Two-Way Conversion for
5th St and 6th St, Myrtle St to Fort St in Boise, Idaho**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and The Urban Renewal Agency of Boise City, Idaho, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, that is organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (“CCDC”).

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within established urban renewal districts.

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

WHEREAS, CCDC, ACHD, and the City of Boise (the “City”) desire to convert portions of 5th Street (Myrtle Street to Washington Street) and 6th Street (Myrtle Street to Fort Street) in downtown Boise from one-way to two-way vehicle travel.

WHEREAS, conversion to two-way vehicle travel could require: modification of existing traffic signals and associated pedestrian facilities at intersections (including potential construction of curb extension bulb-outs where feasible); and modifications to the vehicle travel lanes, parking lanes, loading zones, and associated signage and pavement markings (collectively, the “Two-Way Conversion Improvements”).

WHEREAS, ACHD has identified the existing pavement on 5th Street and 6th Street as needing rehabilitation, most likely reconstruction, including replacement of non-compliant pedestrian ramps. Therefore, the ACHD Resident Engineer has directed:

- New concrete pavement section:
 - 5th Street, Front Street to State Street (includes the intersection of 5th Street/State Street)

- 6th Street, Front Street to State Street (includes the intersection of 6th Street/ State Street, but excludes 6th Street/Grove Street intersection, which will be reconstructed with concrete pavement under a separate project)
- Asphalt Pavement Rehabilitation
 - 5th Street, State Street to Washington Street (excludes the intersection of 5th Street/Washington Street)
 - 6th Street, State Street to Fort Street (excludes the intersection of 6th Street/Fort Street)

Roadway reconstruction and rehabilitation also includes replacing and adding stormwater facilities as needed, including:

- Replacing all ‘old style’ inlets (if any)
- Replacing any corrugated metal pipe (CMP) within the public right-of-way (if any)
- Replacing other pipes, inlets, and manholes as needed
- Additional stormwater facilities as needed

(Collectively, the roadway rehabilitation and reconstruction improvements and the related stormwater facilities improvements are the “Roadway Rehabilitation/Reconstruction Improvements”).

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit (Permit) requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft²) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management. The Roadway Rehabilitation/Reconstruction Improvements may be categorized as repair work and not trigger the Permit requirement to provide onsite stormwater management as there is no addition of impervious area and the work may not reach the subgrade. If the improvement is categorized as repair work, evaluation of the technical feasibility of incorporating one or more runoff reduction techniques will be required. For purposes of this agreement, the appropriate stormwater improvements will be added and considered as part of ACHD’s scope of work (the “Onsite Stormwater Management”).

WHEREAS the Two-Way Conversion Improvements constitute work that does not add impervious area nor impact the subbase and therefore does not require additional stormwater facilities.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited

license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, the Onsite Stormwater Management and the related Green Stormwater Drainage Facilities necessitated by the Roadway Rehabilitation/Reconstruction Improvements are referred to as the stormwater management improvements (collectively, the “Stormwater Management Improvements”).

WHEREAS, the portion of 5th Street and 6th Street from Myrtle Street to Jefferson Street is located within the River Myrtle-Old Boise Urban Renewal District (RMOB).

WHEREAS, CCDC and ACHD agree CCDC will fund the design of that portion of the Two-Way Conversion on 5th Street and 6th Street from Myrtle Street (US 20/26) to Jefferson Street (the “CCDC PROJECT”).

WHEREAS, CCDC and ACHD agree ACHD will fund:

- The design of that portion of the Two-Way Conversion on 5th Street from Jefferson Street to Washington Street, and on 6th Street from Jefferson Street to Fort Street.
- All design related to the Roadway Rehabilitation/Reconstruction Improvements on 5th Street (Myrtle Street to Washington Street) and 6th Street (Myrtle Street to Fort Street); and
- The Stormwater Management Improvements on 5th Street (Myrtle Street to Washington Street) and 6th Street (Myrtle Street to Fort Street)

(collectively, the “ACHD PROJECT”).

WHEREAS, collectively the ACHD PROJECT and the CCDC PROJECT may be referred to as the PROJECT.

WHEREAS, ACHD acknowledges CCDC will not fund design for any elements of the PROJECT outside the RMOB boundaries.

WHEREAS, as a majority of the Two-Way Conversion Improvements are within the RMOB boundaries, CCDC and ACHD agree it is economical and beneficial to CCDC and ACHD as well as the public to have CCDC design, through its selected design professionals, the PROJECT, for the reasons that:

- For consistency of the design, efficiency and to limit unnecessary duplication of costs, it is important to have the full Two-Way Conversion Improvements designed by one design professional;
- The Two-Way Conversion Improvements inside and outside of the RMOB boundary have a significant impact on mobility within the RMOB boundary and there is a nexus between the full Two-Way Conversion Improvements and the RMOB.

WHEREAS, an estimate of the design costs provided by CCDC will be used for the initial estimated agreement amount (Exhibit “A”). ACHD to reimburse CCDC as set forth in Section

1.d., below. The agreement scope and amount may differ from above if agreed to by both parties, as set forth in Sections 1.a and 3.b.

WHEREAS, completion of the PROJECT will extend the life of CCDC's investments in improvements within the RMOB District.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

1. ACHD RESPONSIBILITIES:

- a. Review and approve the design contract between CCDC and its consultant. The scope of this design contract may differ from above.
- b. Receive and review design invoices from CCDC's consultant when they are submitted to ACHD by CCDC, as set forth in Section 2.b., below.
- c. Review and approve the design invoices, as part of the reimbursement requests (Section 3.a., below), to CCDC from its consultant.
- d. Provide payment to CCDC for the ACHD PROJECT portion of the design costs through invoices submitted to ACHD by CCDC that include a breakout of the ACHD PROJECT'S portion per invoice from CCDC's consultant, as set forth in Section 3.b below.

2. CCDC RESPONSIBILITIES:

- a. Provide for design of the PROJECT with the understanding all design costs for the ACHD PROJECT will be funded by ACHD.
- b. Review and approve the design invoices from CCDC's consultant. Provide payment to consultant for CCDC PROJECT in accordance with CCDC's consultant design contract.
- c. Provide design invoices identifying ACHD PROJECT costs from CCDC's consultant to ACHD within a reasonable time after they are received by CCDC; discuss with ACHD any concerns ACHD may have about the invoices, if applicable.

3. PAYMENT:

- a. CCDC shall submit invoices to ACHD for payment of design costs related to the ACHD PROJECT for each invoice CCDC receives from CCDC's consultant. These invoices shall include a breakout and background information for ACHD's portion related to the ACHD PROJECT. ACHD shall pay each invoice from CCDC within thirty (30) days of receipt. CCDC will pay CCDC's consultant the ACHD portion related to the ACHD PROJECT within thirty (30) days of receipt of ACHD's payment to CCDC.

- b. CCDC shall provide all design contract supplemental requests and information provided by CCDC's consultant. In the occurrence of a design supplemental, ACHD and CCDC shall review the supplemental and jointly decide the portion of responsibility of each party. In most cases ACHD would be fully or partially responsible for supplementals required for the ACHD PROJECT. ACHD shall include such supplementals as needed in the payments to CCDC; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

4. ADDITIONAL PROVISIONS:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval by the ACHD Project Manager will be required for any supplemental affecting the ACHD PROJECT, which may be determined by other ACHD staff or ACHD Commission approval.
- d. It is anticipated that the term of this Agreement shall expire by September 30, 2023 or whenever each party's obligations are complete, whichever is later. Neither party may terminate this Agreement without the prior written consent of the other party.
- e. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution, and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- f. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and

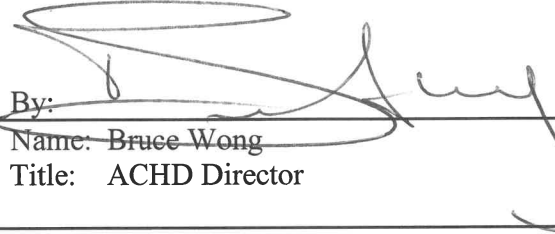
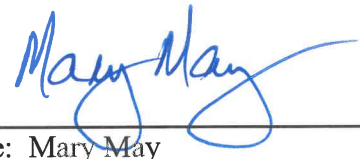
costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution, and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.

- g. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- h. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- i. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- j. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- k. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- l. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- m. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- n. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- o. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- p. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

- q. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.
- r. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- s. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- t. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- u. Time shall be of the essence for all events and obligations to be performed under this Agreement.

End of Agreement – Signatures are found on the following page.

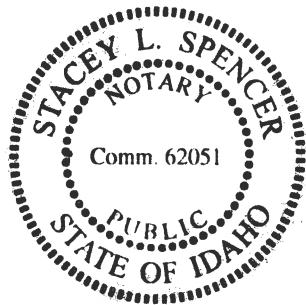
IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

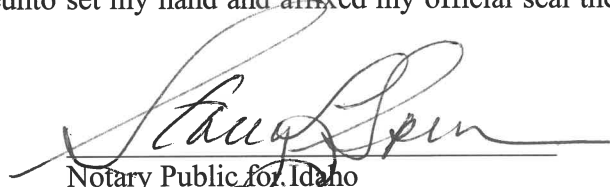
ATTEST:	ADA COUNTY HIGHWAY DISTRICT
	
By:	By:
Name: Bruce Wong	Name: Mary May
Title: ACHD Director	Title: President ACHD Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Mary Watson	Name: John Brunelle
Title: CCDC General Counsel	Title: Executive Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 9th day of November, 2022 before me, a notary public in and for said state, personally appeared MARY MAY and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

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




Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: **August 13, 2025**

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2022, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

Exhibit “A”

**DESIGN COST ESTIMATE
5TH ST AND 6TH ST, MYRTLE ST TO FORT ST, TWO-WAY CONVERSION**

Agency	Prelim/Final Design Estimate
CCDC	\$299,000 - CCDC PROJECT
ACHD	\$297,000 - ACHD PROJECT
Total:	\$513,000 \$596,000



AGENDA BILL

Agenda Subject: Resolution 1793 – 202 S. 6 th Street -- Home2Suites – Fifth Amendment to Type 3 Participation Agreement		Date: December 12, 2022
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution No. 1793 2) Fifth Amendment to Type 3 Agreement	
Action Requested: Adopt Resolution 1793 approving and authorizing the Executive Director to execute the Fifth Amendment to the Type 3 Transformative Assistance Agreement with Front Street Investors, LLC.		

Background:

The Type 3 Transformative Assistance Participation Agreement for 202 S. 6th Street, or Home2Suites, was approved by the CCDC Board in May 2018 (Resolution 1544). The Board has approved four subsequent amendments, including in December 2019 to increase the Agency's participation by \$90,000 for public art (Resolution 1631), in February 2021 to approve payment for the public art eligible costs on completion (Resolution 1691), and in October 2021 to extend the deadline for installation of the artwork to December 31, 2022 (Resolution 1724).

Due to delays in fabrication and costs overruns with the impact of COVID-19 and additional structural requirements from the City of Boise, Front Street Investors, LLC has requested additional funding of \$67,500 – half of the total cost increase – and a deadline extension for installation of "Pale Blue Dot" to April 1, 2023, as established in the Fifth Amendment. The developer and artist will share the remaining increased cost.

Fiscal Notes:

The Fifth Amendment increases the Agency's financial participation by \$67,500 to a total of \$157,500. The original approved \$90,000 is included in the Five-Year Capital Improvement Plan. With the Board's approval of this Amendment, the amount will be updated in the next budget amendment, for which there are sufficient funds in the River Myrtle Old Boise District.

Staff Recommendation:

Staff recommends approval of Resolution 1793.

Suggested Motion:

Adopt Resolution 1793 approving and authorizing the Executive Director to execute the Fifth Amendment to the Type 3 Transformative Assistance Agreement with Front Street Investors, LLC.

Attachment #1 – Resolution 1793

RESOLUTION NO. 1793

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 FIFTH AMENDMENT TO THE TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND FRONT STREET INVESTORS, LLC, TO INCREASE FUNDING AND TO EXTEND THE COMPLETION DATE FOR THE PUBLIC ART; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AUTHORIZING THE APPROPRIATION OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, on May 14, 2018, the Agency Board adopted its Resolution No. 1544 approving a Type 3 Participation Agreement ("Agreement") with Front Street Investors LLC for

reimbursement of certain public improvements related to the construction of the 6th and Front Hotel and Garage Project, later branded as Home2Suites (the “Project”); and,

WHEREAS, on January 9, 2019, the Parties entered into the First Amendment to the Agreement to extend the certain dates in the Agreement; and,

WHEREAS, on December 9, 2019, the Agency Board adopted its Resolution No. 1631 approving the Second Amendment to the Agreement to include public art funding as an eligible expense of the Project; and,

WHEREAS, on December 14, 2020, the Agency Board adopted its Resolution No. 1683 approving the selection of “The Pale Blue Dot” to be installed on an exterior wall of the parking garage; and,

WHEREAS, on February 8, 2021, the Agency Board adopted its Resolution No. 1691 to approve the Third Amendment to the Agreement amending the reimbursement schedule to provide for an alternative payment schedule for the public art known as “The Pale Blue Dot”; and,

WHEREAS, on October 11, 2021, the Agency Board adopted its Resolution No. 1724 to approve the Fourth Amendment to the Agreement extending the date by which installation of the public art should be completed; and,

WHEREAS, due to further delays in fabrication and cost overruns, the Agency Board finds it in the best public interest to approve the Fifth Amendment to the Agreement, extending the date by which installation of the public art shall be completed and increasing the Agency’s reimbursement amount, and 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 Fifth Amendment to the Type 3 Transformative Assistance Agreement, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Fifth Amendment and to execute any necessary documents required to implement the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent have been met; and further, any necessary technical corrections to the Fifth Amendment or other documents are acceptable, upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 12, 2022, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Fifth Amendment and to perform any and all other duties required pursuant to said Amendment.

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 December 12, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: BY: _____
Latonia Haney Keith, Chair

BY: _____
Lauren McLean, Secretary

Attachment #2 – Fifth Amendment to the Type 3 Transformative Assistance Agreement

**FIFTH AMENDMENT TO THE
TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT**

THIS FIFTH AMENDMENT TO TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("**Fifth Amendment**") is entered into effective as of the ____ day of December, 2022 ("**Effective Date**"), by Capital City Development Corporation ("**CCDC**") and Front Street Investors, LLC, an Idaho limited liability company ("**Participant**"). CCDC and Front Street are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties previously entered into that certain Transformative Assistance Participation Agreement, dated May 28, 2018 ("**Agreement**"), concerning the construction of Public Improvements (as defined in the Agreement) and reimbursement thereof, as more particularly described in the Agreement.

B. The Parties have previously entered into that certain First Amendment to the Transformative Assistance Agreement on January 9, 2019, to extend construction deadlines.

C. The Parties have previously entered into that certain Second Amendment to the Transformative Assistance Agreement on December 9, 2019, to include public art funding as an eligible expense of the Project.

D. The Parties have previously entered into that certain Third Amendment to the Transformative Assistance Agreement on February 8, 2021, to provide for an alternative payment schedule for the public art, selected by the Agency Board of Commissioners on December 14, 2020, as "The Pale Blue Dot," to be installed on an exterior wall of the parking garage.

E. Effective June 21, 2021, the Parties signed the "Confirmation of CCDC Reimbursement and Payment Schedule" which summarized the Payment Schedule for the public improvements made by Participant, including a statement about the payment for public art.

F. The Parties have previously entered into that certain Fourth Amendment to the Transformative Assistance Agreement on October 11, 2021, to extend the date by which installation of the public art needed to be completed.

G. Due to additional delays in fabrication of the public art and cost overruns, the Parties wish to amend the Agreement as set forth in this Fifth Amendment and clarify the reimbursement to be made to Participant for the public art as set forth in the "Confirmation of CCDC Reimbursement and Payment Schedules."

AGREEMENT

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

1. Recitals and Use of Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Fifth Amendment have the meaning ascribed to them in the Agreement.

2 Section 6. The last sentence of Section 6 of the Agreement, as amended, is deleted and replaced with the following:

"Construction of the Public Improvements shall be completed as follows: All public improvements except for the Public Art shall be completed on or before December 31, 2020, subject to Section 39. The Public Art shall be installed on or before April 1, 2023."

3. Exhibit D. Exhibit D to the Agreement, as it was amended by the Second Amendment on December 9, 2019, to show \$90,000 for Public Art is hereby amended by this Fifth Amendment to read as follows:

"Public Art	EA	90,000 157,500	1	90,000 157,500"
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4. Confirmation of CCDC Reimbursement and Payment Schedule. In order to account for delays in fabrication of the public art and cost overruns, the Parties agree that CCDC shall reimburse up to \$157,500 for the public art within thirty (30) days of installation of the public art and acceptance of the public art by the City of Boise. Further, the Parties agree that Participant shall provide evidence of expenditures equaling or exceeding the requested reimbursement amount and of acceptance of the public art by the City of Boise.

5. Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by prior Amendments One through Four, and this Fifth Amendment shall prevail in the event of a conflict with the terms of the Agreement and its prior Amendments. This Fifth Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax, or other form of electronic delivery.

End of Fifth Amendment | Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be duly executed and effective as of the Effective Date.


CCDC:

Capital City Development Corporation

By: _____
John Brunelle, Executive Director

PARTICIPANT:

Front Street Investors, LLC, an Idaho
Limited Liability Company

By:  _____
Clay Carley, General Manager

Budget Info / For Office Use	
Fund/District	302
Account	7001
Activity Code	21005
PO #	
Contract Term	June 1, 2023



AGENDA BILL

Agenda Subject: Approve Type 4 Capital Improvement Reimbursement Agreement with the Idaho Department of Labor for Parking Lot Modifications on the Old Boise Blocks on Grove Street		Date: December 12, 2022
Staff Contacts: Karl Woods, Senior Project Manager Mary Watson, General Counsel		Attachments: 1. Resolution 1797 2. Type 4 Capital Improvement Reimbursement Agreement
Action Requested: Adopt Resolution 1797 approving the Type 4 Agreement with the Idaho Department of Labor for Parking Lot Modifications associated with the Agency's Old Boise Blocks on Grove Street Streetscape Improvement Project.		

Background:

The Agency's construction of its Old Boise Blocks on Grove Street Streetscape Improvement Project includes significant investment in public improvements such as green stormwater infrastructure, new streetscapes, furnishings, street lights, rebuilt roads, canal upgrades, utility upgrades and fiber optic expansion. In order to make these improvements on the north side of Grove Street between 3rd and 4th Streets, modifications to the Idaho Department of Labor (DOL) parking lot are required. The modifications are meant to remedy parking lot encroachment into the public right-of-way in addition to regrading, resurfacing, and modifying circulation to eliminate access from Grove Street (the "DOL Project").

Completing the DOL Project with the same team that is constructing the Agency's Old Boise Blocks on Grove Street Project will ensure a well-coordinated project that is more efficient and less disruptive to the neighborhood. To that end, the Agency and DOL staff have negotiated a Type 4 Agreement with two distinct phases: an initial civil engineering design phase and a subsequent construction phase. The Agency will engage its civil engineer to design the DOL Project and will bill the DOL for these expenses. Then the Agency's construction manager/general contractor for Old Boise Blocks on Grove Public Improvements will construct the DOL Project on a schedule that is complementary to the Agency's own project schedule. Once complete, DOL will reimburse the Agency for the construction expenses associated with the DOL Project.

DOL has obtained authorization from the State of Idaho, Division of Public Works to enter into this Agreement pursuant to Idaho Code § 67-2332 which allows public agencies to contract with one another to perform government services, activities, and projects.

Fiscal Notes:

For the initial design phase, DOL agrees to reimburse actual expenses incurred by the Agency for civil engineering design up to the not-to-exceed amount of \$52,500. After construction is complete, DOL agrees to reimburse for all construction expenses associated with the DOL Project, estimated at this time as \$282,066.

Staff Recommendation:

That the Agency Board find it in the best interest of the Agency and the public to approve execution of the Type 4 Agreement with the Idaho Department of Labor.

Suggested Motion:

I move to adopt Resolution 1797 approving and authorizing the execution of the Type 4 Agreement with the Idaho Department of Labor for Parking Lot Modifications associated with the Agency's Old Boise Blocks on Grove Street Streetscape Improvement Project.

ATTACHMENT 1
RESOLUTION 1797

RESOLUTION NO. 1797

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND THE IDAHO DEPARTMENT OF LABOR FOR DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT OWNED BY THE IDAHO DEPARTMENT OF LABOR AND LOCATED AT 317 WEST MAIN STREET, BOISE, IDAHO; 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 AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS FOR AGENCY EXPENSES NOT REIMBURSED BY THE IDAHO DEPARTMENT OF LABOR; 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform,

provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and,

WHEREAS, the Agency Board of Commissioners has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located on public property, in the public rights-of-way, or a permanent public easement area; and,

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

WHEREAS, the Idaho Department of Labor owns certain real property addressed as 317 West Main Street, Boise, Idaho, which includes a surface parking lot located behind the building and along the north side of Grove Street, and which encroaches into the right-of-way of Grove Street; and,

WHEREAS, the Agency's Old Boise Blocks on Grove Street Streetscape Improvement Project includes significant investment in public improvements and new streetscape design which are not compatible with the existing right-of-way encroachment and will require modifications to the Idaho Department of Labor surface parking lot; and

WHEREAS, the Idaho Department of Labor seeks to resurface their parking lot (the "Project") and the Agency wishes to make improvements along Grove Street as a part of the Grove Street Streetscape Improvement Project; and

WHEREAS, the Project is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency and the Idaho Department of Labor wish to create efficiencies through coordination of their efforts to eliminate the encroachment, enhance pedestrian safety, and make public streetscape improvements; and

WHEREAS, completing the Project with the same team that is constructing the Old Boise Blocks on Grove Street Streetscape Improvement Project will ensure a well-coordinated project that is more efficient and less disruptive to the neighborhood; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the Idaho Department of Labor whereby the Agency will design and construct the Project and Idaho Department of Labor will reimburse the Agency for both the design and construction expenses as outlined in the Agreement; and,

WHEREAS, the Agency Board finds it in the public interest and deems it appropriate to approve the Type 4 Capital Improvement Contribution Agreement with the Idaho Department of Labor and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Type 4 Capital Improvement Contribution Agreement, a copy of which is attached hereto as EXHIBIT A, and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that any conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 12, 2022 Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 12, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT 2
TYPE 4 CAPITAL IMPROVEMENT
REIMBURSEMENT AGREEMENT

CAPITAL CITY DEVELOPMENT CORPORATION

IDAHO DEPARTMENT OF LABOR

**TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT
REIMBURSEMENT**

OLD BOISE BLOCKS ON GROVE STREET

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, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and the Idaho Department of Labor, an agency of the State of Idaho ("DOL"). CCDC and DOL may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. DOL is the owner of the building addressed as 317 West Main Street, Boise, Idaho. CCDC seeks to modify the employee parking lot that DOL owns immediately south of the building and which is accessed in part from Grove Street. The modifications are meant to remedy parking lot encroachment into the public right-of-way in addition to regrading, resurfacing, and modifying circulation to eliminate access from Grove Street (the "DOL Project" with its location depicted on attached Exhibit A).

B. Through its "Old Boise Blocks on Grove Street" capital improvements project, CCDC intends to improve the West Grove Street public right-of-way (the "Public Improvements") including the segment of West Grove Street which is adjacent to the DOL Project. The DOL Project and CCDC's Public Improvements are together referred to herein as the "Project Site."

C. The Project Site is located in the River Myrtle-Old Boise Urban Renewal District ("District"), and the Old Boise Blocks on Grove Street project will contribute to enhancing and revitalizing the District.

D. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

E. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities or other public agencies.

F. In order to achieve efficiencies in construction of its Public Improvements, CCDC has offered to design and reconstruct the entirety of the DOL Project provided that DOL reimburses the design and construction costs as set forth herein.

G. DOL has obtained authorization from the State of Idaho, Division of Public Works to enter into this Agreement.

H. CCDC and DOL have determined that it is in the public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate on design, CCDC will provide for certain funding and construction, and DOL will reimburse certain project costs as detailed herein in order to achieve the objectives desired by the Parties all in accordance with CCDC Participation Program.

AGREEMENTS

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction of public improvements on the Project Site. The Agreement contemplates two (2) distinct phases of activity: an initial civil engineering design phase and a subsequent construction phase:

Design: CCDC will engage Quadrant Consulting Inc. for civil engineering services for the DOL Project. As set forth herein, DOL will reimburse CCDC for these expenses in an amount expected not to exceed \$52,500.

Construction: CCDC will engage a public works construction company for the construction of the DOL Project. This construction company will be the same company used for construction of the Public Improvements. As set forth herein, DOL will reimburse CCDC for the DOL Project construction expenses, estimated as \$282,066.

2. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date on which this Agreement is signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first.

4. **Extension.** CCDC may request one (1) one-year extension of this Agreement which extension request shall be in writing and delivered to DOL as provided herein. DOL shall not unreasonably delay, condition, or deny approval of CCDC's extension request.

5. **Responsibilities of DOL.**

- a. By executing this Agreement, DOL expressly approves the civil engineering proposal from Quadrant Consulting, Inc., dated November 23, 2022 (attached as Exhibit B). The proposal includes geotechnical services, a topographic survey, civil design drawings sufficient to permit and construct the parking lot (including a SWPP), landscape design, and construction administration services. Work by subconsultants Jensen Belts Associates and Strata is included in the proposal.
- b. Upon completion of all the civil engineering services except construction administration during the construction phase, DOL will reimburse CCDC for said expenses. If DOL fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.
- c. DOL will review and approve the separate construction estimate for the DOL Project once the bidding is complete. If DOL does not approve said construction estimate, CCDC shall have no obligation to construct any portion of the DOL Project, and DOL shall have no obligation to reimburse CCDC for construction of any portion of the DOL Project.
- d. During construction, DOL will review and approve any change orders affecting the DOL Project as quickly as possible.
- e. DOL will provide for inspection of the DOL Project once complete to ensure the DOL Project was constructed pursuant to this Agreement.
- f. DOL will provide for payment to CCDC in accordance with Section 10 PAYMENT, below, which payment shall include any approved construction change order costs that relate to the DOL Project. DOL will not be responsible for added costs not related to the DOL Project.

6. **Responsibilities of CCDC.**

- a. CCDC will engage Quadrant Consulting, Inc., to provide the design of the DOL Project.
- b. Upon completion of the civil engineering services by Quadrant Consulting, Inc. except construction administration during the construction phase, CCDC will invoice DOL for the service costs. If DOL fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.
- c. After design of the DOL Project and payment by DOL, CCDC will provide for construction of the DOL Project in accordance with the project specifications.
- d. CCDC will contact the DOL-identified staff two (2) weeks prior to beginning DOL Project construction, which construction is estimated by the Parties to begin Spring 2023.

- e. During construction, CCDC will receive DOL approval of any change orders affecting the DOL Project.
- f. The Parties shall schedule regular construction meetings and inspections and a final meeting with to ensure that the Improvements are constructed pursuant to this Agreement.

7. **Review of Construction Documents.** Upon request, DOL shall have the right and the opportunity to review CCDC's construction plans, budgets, and bids for the DOL Project Costs. CCDC anticipates using a Construction Manager / General Contractor ("CM/GC") to construct the DOL Project in conjunction with the Public Improvements and will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that construction is consistent with the construction documents and undertaken in a reasonable manner and in accordance with statutory public bidding requirements.

8. **Permitting.** Design and construction of the DOL Project will require certain permitting from Authorities Having Jurisdiction. The permitting expenses are understood as follows:

- a. City of Boise Design Review Plan Check Fee: obtained by Quadrant Consulting, Inc. as a part of the civil engineering services; reimbursement to Quadrant Consulting.
- b. City of Boise Grading and Drainage Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- c. Ada County Highway District Erosion and Sediment Control Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- d. Ada County Highway District Right-of-Way Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- e. State of Idaho, Public Works Contractor Licenses: obtained or verified by the CM/GC and all subcontractors performing services relating to any portion of the Construction Phase.

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

10. **Payment.**

- a. Design Phase: Upon completion of the civil engineering services by Quadrant Consulting, Inc., CCDC will invoice DOL for the service costs. DOL shall pay CCDC's invoice within thirty (30) days of receipt. If DOL fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.

- b. Construction Phase: Upon completion of construction, CCDC shall invoice DOL for the construction costs (including DOL construction administration costs) related to the DOL Project based on the actual construction costs submitted by the CM/GC and design professional for DOL Project items. CCDC shall provide to DOL all information provided by the CM/GC including sufficient proof of payment to all contractors, subcontractor, or material suppliers that provided services or materials in the construction of the DOL Project. Further, the invoice shall reflect a credit in the amount of \$9,296 for construction elements CCDC is requiring of the DOL Project.

DOL shall pay CCDC's invoice within thirty (30) days of receipt; provided, however, that if DOL disputes or disapproves any amount, the undisputed or approved amount shall be paid and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

- c. Non-appropriation: DOL is a State of Idaho government agency and this agreement shall in no way or manner be construed to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. Each party reserves the right to terminate this agreement, if, in its judgment, the legislature fails, neglects or refuses to appropriate sufficient funds as may be required for either party to continue payments under this agreement or if either the legislature or Executive Branch mandate cuts or holdbacks of spending or require a "give-back" of funds required for DOL to continue payments under this agreement. All future rights and liabilities of the parties hereto shall cease within ten (10) days after notice to the other party.

11. **Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the payment obligation of CCDC as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders. In the event CCDC redirects any payment received from DOL away from any obligation associated with the design or construction of the DOL Project, CCDC shall fully indemnify and hold harmless DOL from any claims, suits, actions, or causes of action by the CM/GC and/or any contractors, subcontractor, or material suppliers that provided services or materials in the construction of the DOL Project.

12. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligation under this Agreement. 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 DOL defaults under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its obligations under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligations may be deemed extinguished by CCDC in its discretion.

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 DOL agree that nothing contained in this Agreement nor in any document executed in connection with this Agreement shall be construed as making CCDC and DOL a joint venture or partners.

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

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:

If to DOL:

Idaho Department of Labor
Attn: Matt Warnick, Administrator
317 W. Main Street
Boise, Idaho 83735
(208) 332-3570 ext. 3615
matt.warnick@labor.idaho.gov

If to CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
(208) 384-4264
jbunelle@ccdcbosie.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. **Allocation of Risk.** CCDC and DOL are both Idaho Public Entities. CCDC and DOL shall each be responsible only for the acts, omissions, or negligence of their own employees or agents. Nothing in this Agreement shall extend the tort responsibility or liability of either CCDC or DOL beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Each party shall be responsible for damage to property of the other party caused by its Employees in the performance of the Agreement. If a claim, damage, or cause of action is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

19. **Insurance Requirements.** Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph. CCDC agrees that it will require its contractor to designate CCDC and the DOL as additional insureds under contractor's insurance coverage.

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

21. **Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, CCDC, 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.

22. **Maintenance After Construction.** DOL acknowledges and agrees CCDC has no obligations to maintain the Public Improvements or any other maintenance obligations under this Agreement.

23. **Promotion of Project.** DOL agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes but is not limited to reasonable signage at the Project Site and inclusion on CCDC's website notifying the public of CCDC's involvement with the Project.

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

25. **Dispute Resolution.** In the event that a dispute arises between CCDC and DOL regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **Entire Agreement; Waivers.** This Agreement including Exhibits A and B, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and DOL.

27. **Time is of the Essence.** The Parties 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.

28. **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 or DOL shall not excuse performance by CCDC or DOL); 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.

29. **Amendments to this Agreement.** CCDC and DOL 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 DOL, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and DOL.

End of Agreement | Signatures appear on the following page.

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

CCDC:

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

John Brunelle, Executive Director


Date: _____

APPROVED AS TO FORM

Mary Watson, CCDC General Counsel

DOL:

Idaho Department of Labor



Matthew K. Warnick, Administrator

Date: 12/6/2022

APPROVED AS TO FORM



EXHIBIT A
Project Site Map



Exhibit A



EXHIBIT B
Civil Engineering Proposal

November 23, 2022

Idaho Department of Labor
Attn: Mr. Tom Coles
317 West Main Street
Boise, ID 83735

RE: Proposal for Professional Services – 317 West Main Street Parking Lot Repave

Dear Mr. Coles:

We are pleased to present you with this proposal to provide geotechnical services, civil design, and landscape architecture services for the above named project. It is our understanding that the scope of the proposed project is to repave the existing parking lot located at 317 West Main Street, Boise. Our proposed scope of services with costs is provided below.

GEOTECHNICAL SERVICES - \$11,500

Quadrant Consulting, Inc. (QCI) will contract with Strata to provide a geotechnical engineering evaluation for the project site. Strata will evaluate the subsurface soil conditions, provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal, and provide a pavement design for the project. Further specifics related to Strata's scope of work is provided in their attached proposal.

TOPOGRAPHIC SURVEY - \$3,500

QCI personnel will conduct a topographic survey of the existing parking lot. The completed survey drawing will include record property information, existing known utilities, existing structures, existing landscaping, existing surface features, and sufficient elevation information to complete a grading and civil design plan for the project.

PROJECT CIVIL DESIGN - \$26,500

Based on the information obtained from the topographic survey, QCI will provide civil design drawings sufficient to permit and construct the project. These drawings will typically include demolition extents, grading and drainage design information, and annotation detailing civil improvements and utility coordination as necessary.

QCI will also prepare a SWPPP and narratives for the proposed improvements as required by the City of Boise. The plan will include a full-size drawing depicting on-site erosion control measures as well as a narrative to be used by the contractor during construction to maintain conformance with City of Boise and DEQ construction storm water requirements. The narrative will outline in detail how each erosion control measure is to be installed and maintained throughout the duration of the project. QCI will submit these documents for permitting through the City of Boise.

LANDSCAPE DESIGN - \$4,000

QCI will contract with Jensen Belts Associates (JBA) to develop a landscape and irrigation plan for the project. For the purposes of this proposal, it is assumed that the existing site irrigation system can be extended to service any new landscaping that will be installed as a part of this project. JBA will provide sufficient design details and specifications to permit and construct the project.

CONSTRUCTION ADMINISTRATION - \$5,000

QCI personnel will attend a preconstruction conference, review project submittals, address potential field change issues, attend weekly construction review meetings, and be available for site inspections or construction clarification through the duration of the project.

APPLICATION AND PLAN REVIEW FEES - \$2,000

QCI will submit for permitting through the City of Boise and ACHD. The permits required to construct this project are design review, commercial grading and drainage with utilities, erosion and sediment control, and ACHD right-of-way. The estimated application and plan review fees are \$2,000. QCI will bill these fees as a reimbursable expense.

ESTIMATED MAXIMUM FEE - \$52,500

QCI proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. Based on previous experience, 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 several line items provided. This fee will not be exceeded without prior written authorization based on changes in work scope outside of our control.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.
2. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
3. All work will be completed in accordance with the current edition of the Idaho Standards for Public Works Construction.
4. The contractor will file the SWPPP Notice of Intent with DEQ.
5. Our standard limit of liability clause will apply to this project.
6. This proposal is valid for 30 days from the proposal date.

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.



Ricardo Zavala, PE
Principal

Attachments: QCI Fee Schedule
Strata Proposal

SCHEDULE "A"
QUADRANT CONSULTING
STANDARD FEE SCHEDULE

I. STANDARD FEE SCHEDULE

The compensation of Quadrant Consulting for work done on the basis of direct wage times a factor, plus incurred expenses (which may be referred to as "time and materials" or "standard billing") will be the sum of all the items set forth below:

A. PERSONAL SERVICES

1. Three and zero-tenths (3.0) times direct wage. Direct wage is defined as total hours worked multiplied by the employee's straight-time rate of pay on an hourly basis. The allowance for payroll taxes and other employee benefits is included in this figure. All time spent in connection with the project by executive, professional, sub professional, technical, and clerical employees will be included.
2. Overtime premium (overtime hours worked times the difference between overtime and straight-time pay rates) if the client's requirements make overtime work necessary.
3. Internal costs for photocopying, word processing, computers, and conventional surveying equipment are included in the personal service figure.

B. TRAVEL AND TRANSPORTATION EXPENSES

1. The use of privately owned vehicles will be charged at 1.15 times the allowable privately owned vehicle reimbursable mileage rate as established by the Federal Government.
2. The use of all company owned vehicles including survey vehicles will be charged at Eighty Five cents (\$0.85) per mile.

C. OUTSIDE SERVICES

Invoice cost of services and expenses charged to Quadrant Consulting by outside consultants, professional or technical firms engaged in connection with the work, plus 15% overhead costs.

D. MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other outside services, including long distance communication expenses, procured by Quadrant Consulting, plus a service charge of 15%. All out-of-pocket expenses not in items A, B and C will be in this category.



June 30, 2022
File: BOP22153

Mr. Ricardo Zavala, P.E.
Quadrant Consulting, Inc.
1904 West Overland Road
Boise, Idaho 83705
ricardo@quadrant.cc

RE: **PROPOSAL**
Geotechnical Engineering Evaluation
Parking Lot Improvements
317 W. Main Street
Boise, Idaho 83702

Dear, Ricardo:

STRATA is pleased to present this proposal to provide a geotechnical engineering evaluation for the planned improvements of the parking lot at 317 W. Main Street in Boise, Idaho. We have developed the following scope of service based on our conversations with you and our understanding of the proposed construction. The purpose of our services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal and pavement design for the parking lot. Our project understanding, proposed scope of service, schedule, and proposed fees are presented in the following sections.

PROJECT UNDERSTANDING

We understand The Department of Labor (DOL) plans to repave their parking lot during improvements to Grove Street. The parking lot is located on the south half of the block between 3rd and 4th Streets and is bordered on the south by Grove Street. The parking lot will be repaved with new Hot Mix Asphalt (HMA). Stormwater drainage will be accomplished by subsurface infiltration below the pavement. The parking lot is currently covered with an asphalt pavement section, however, there is no documentation available as to the thickness of the asphalt, base or subbase. An evaluation of the existing asphalt pavement section has been requested by Quadrant. We understand the DOL desires to remove and replace the existing asphalt surface while leaving the underlying base and subbase in-place. Buildings along the street segment are a mix of residential and commercial buildings and parking lots.

Subsurface soils are anticipated to consist of surficial fill overlying native interbedded silt and sand underlain by a deep gravel deposit. Based upon our experience on an adjacent project site, we anticipate suitable infiltration soils may vary from 8 to 12 feet in depth from the existing ground surface. Groundwater is anticipated to be approximately 18 feet deep.

SCOPE OF SERVICES

Our field exploration will consist of 5 borings drilled to depths of between 5 and 20 feet below the existing grade. We assume we will be able to block areas of the parking lot to drill the borings. We estimate our field work can be completed in one day. We understand we are limited to drilling between the hours of 7 a.m. and 7 p.m. To accomplish subsurface investigation and recommendations for the design of the proposed pavement section and infiltration, we will perform the following tasks:

1. Contact the regional One-Call Utility Notification Center (Digline) as required by law. STRATA cannot be responsible for repairing damage to non-located utilities.
2. Subcontract a drill rig for the advancement of five (5) borings to depths of up to 20 feet—1 boring to 20 feet, one boring to 15 feet, and 3 borings to 5 feet below existing grade. We will log the subsurface profile and visually describe and classify the soil, referencing the *Unified Soil Classification System (USCS)*. Soil samples will be obtained through Standard Penetration Testing (SPT). SPT will be performed at 2.5-foot intervals in the top 10 feet and at 5-foot intervals below 10 feet. The borings will be backfilled with bentonite per IDWR regulations and the asphalt will be patched with cold patch.

3. Document the thickness of the pavement section (asphalt, base and subbase) at each boring location.
4. We will also record groundwater levels in the borings, if encountered. Additionally, we will accomplish 1 infiltration test in the underlying permeable sand and gravel, if encountered, to establish a design infiltration rate for subsurface stormwater disposal.
5. Perform laboratory testing on select samples obtained from the exploratory borings. The laboratory testing may include grain-size analyses, fines content testing (percent passing the No. 200 sieve), Atterberg limits, and moisture contents. Laboratory testing will be accomplished referencing ASTM International (ASTM) standards. Soil samples will be retained for a period of 90 days and then discarded unless arrangements are made to store the samples for a longer period of time.
6. Prepare logs for the borings and an exploration location plan.
7. Perform geotechnical engineering analyses to develop recommendations for the following:
 - Subsurface Stormwater Disposal and Site Drainage
 - Surface grading
 - Infiltration rate and depth to permeable soil
 - Estimated seasonal high groundwater
 - Earthwork and site preparation recommendations for pavement subgrades
 - Wet weather/soil construction
 - Structural fill criteria
 - Compaction criteria
 - Reusability of on-site soil for structural fill
 - Utility trench construction
 - We will provide recommendations for reuse of the existing pavement support section (base, subbase and subgrade) assuming the existing asphalt will be removed and replaced with a new asphalt surface. Additionally, we will provide an alternate HMA pavement section design assuming reconstruction of the parking lot pavement.
8. Prepare a geotechnical engineering evaluation report which includes all of our field, laboratory, our engineering analysis, and our recommendations for design and construction of the proposed pavement section and design infiltration rate.

ADDITIONAL SERVICES

We recommend the following additional services be accomplished by STRATA to assist the project team with valuable design criteria and consultation.

Review of Plans and Specifications

We recommend STRATA be retained to accomplish review of earthwork, drainage and pavement portions of the plans and specifications prior to bidding of the work. It has been our experience that having us review the construction documents lessens the potential for errors and also reduces costly changes to the contract during construction.

Construction Observation and Materials Testing

We recommend that STRATA be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We plan to accomplish material testing and inspection for earthwork materials, concrete, and asphalt. Our construction observation and testing personnel are International Code Council (ICC) certified to perform all necessary special inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil engineering-related construction errors or omissions.



SCHEDULE AND FEE

At this time, we anticipate drill rig availability to be 5 to 6 weeks away. We will initiate our fieldwork within 2 weeks of receiving your written authorization to proceed, depending on drill rig availability and coordination with the Department of Labor and/or Quadrant. We can provide preliminary recommendations to the design team prior issuing our final report. Our report will be issued within 4 weeks of completing our field evaluation. Fees for geotechnical engineering services will be provided on a Lump Sum basis presented below. The fees for our services, including Additional Services are presented as follows:

Geotechnical Engineering Evaluation (GEE) (Lump Sum) \$11,500
Plan and Specifications Review \$500 to 1,000
Construction Observation and Materials Testing.....TBD

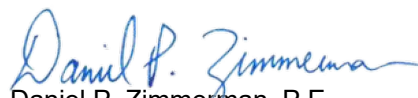
Additional evaluation, exploration, testing, or other services outside of those described herein will increase our fee. If we become aware of conditions that could affect our scope of work or fee, we will notify you immediately. We will not exceed our fee without your prior written approval.


Our fee does not include attendance at meetings, revisions to the final report, or other correspondence. The fee for these items would be billed on a time-and-expense basis. We understand that we will have permission to enter onto the site once we are authorized to proceed.

AUTHORIZATION

We appreciate the opportunity to present this proposal for geotechnical engineering services and look forward to working with Quadrant Consultants on this project. If we are to proceed with this scope of services as outlined in this proposal, please sign and return a copy of the enclosed *General Conditions for Geotechnical Engineering Services* as our authorization to proceed. If you have any questions, please contact us.

Sincerely,
STRATA


Daniel P. Zimmerman, P.E.
Project Engineer


Daniel P. Gado, P.E.
Senior Engineer

DPZ/DPG/kb

Attachment: General Conditions for Geotechnical Engineering Services





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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: CONSIDER: Approve Resolution 1799 – Block 68 Catalytic Redevelopment Project, Block 68S Disposition and Development Agreement		Date: December 12, 2022
Staff Contact: Alexandra Monjar, Project Manager	Attachments: 1) Resolution 1799 2) Disposition and Development Agreement	
Action: Adopt Resolution 1799 to authorize the Agency Executive Director to execute the Disposition and Development Agreement with Block 68 South Development LLC		

Background:

CCDC published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) in May 2021 with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District. The RFP offered two properties (421 North 10th Street and 1010 West Jefferson Street) along with participation in public infrastructure and \$10M to purchase 200-350 parking stalls and a secure bicycle storage facility (BikeBOI) in a Mobility Hub. In exchange for its participation, the Agency expected proposals to deliver a minimum of 225 units of housing with 155 of these units to be rented at rates attainable for Boise's workforce, integrate and enhance existing 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 & Co. 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 September 7, 2022, making the deadline October 12, 2022.

On October 10, 2022, the CCDC Board approved the Block 69 North DDA for the Workforce Housing Project to be developed on the north half of the block bound by 11th/10th Streets and Jefferson/State Streets, and the Amended and Restated Land Exchange Agreement between CCDC and the YMCA upon which the Block 69 North DDA is predicated. At this October meeting, the Board also approved the First Amendment to the ANE, extending its deadline to December 30, 2022, as the Parties required additional time to negotiate the Block 68 South DDA. Presented for Board consideration today, this DDA concerns the disposition of 1010 West Jefferson Street and its development into the Mixed-Use Housing & Mobility Hub Project.

The Project:

Consistent with the selected proposal, the Mixed-Use Housing & Mobility Hub Project is a planned high-rise building including approximately 230 housing units to be rented as market rate apartments or senior housing, approximately 14,000 square feet of commercial/retail space with

uses promoting an active pedestrian environment on street frontages, and a Mobility Hub with car and bike parking facilities. The Project will also include related public improvements to infrastructure and streetscapes, and may include a portion of the Agency's Rebuild 11th Street Blocks project scope.

The Mobility Hub:

The Mobility Hub will serve the Mixed-Use Housing Project and the surrounding area. Design of the Mobility Hub continues to evolve and will be consistent with the Agency's adopted Parking Structure Design Guidelines, include EV charging stations at 1% of stalls and provide sufficient infrastructure to support future charging stations at 20% of stalls, and include a BikeBOI facility. The Agency agreed in the Block 69 North DDA to make 65 monthly residential parking passes to the Mobility Hub available at market rates to future residents of the Workforce Housing Project.

It is anticipated that the Developer, CCDC, and YMCA will own condominiums and that there may be additional parties with interest in the Mobility Hub via ownership or long-term lease. Subject to the to be negotiated Parking Agreements, it is anticipated the Mobility Hub will be open to the public 24/7 and operated as a "co-mingled" garage with stalls open to monthly pass holders and short-term parkers on a first-come, first-served basis and condominium owners will share revenue and expenses pro rata.

The number of stalls to be purchased by the Agency in addition to the BikeBOI facility (the Agency Garage Unit), its purchase price, and payment terms have been subject to ongoing negotiations since the CCDC Board selected Developer's Joint Proposal, as defined in the DDA. The Parties agree that at this time there is insufficient information on design, construction costs, and garage ownership to reasonably agree to a final purchase price without either Party undertaking an unreasonable risk. The DDA therefore memorializes terms relevant to the Mobility Hub requested by the Agency's RFP and proposed by the Developer, describes a current, non-binding proposal arrived to via negotiations to date, and provides a framework for finalizing such terms and agreements concerning the Mobility Hub ownership and operations.

Negotiations to date are summarized as follows: The current Mobility Hub proposal, subject to ongoing negotiations, includes approximately 553 stalls and ramped decks with approximately 200 stalls and the BikeBOI facility core and shell to be purchased by CCDC for \$10.9M issued in payments throughout the Mobility Hub's construction with the final payment following completion.

The Parties will establish final terms concerning the purchase of the Agency Garage Unit in a letter of intent no later than June 30, 2023, following Agency review and approval of the Developer's Revised Design and Mobility Hub Proposal, as defined in the DDA, and the Developer's completion of Design Development. A final Purchase and Sale Agreement subject to Board approval will be executed within 30 days of the letter of intent. It is a condition of Closing that the Agency, Developer, and any other parties with ownership interest execute necessary documents related to the Mobility Hub which may include the condo plat, Master Declaration of Restrictions, Grants of Easements, and Common Area Maintenance Agreement; Declaration of Covenants, Conditions and Restrictions; Parking Management Agreement; and Parking Operations Agreement.

Agency Participation:

The RFP offered three types of Agency Participation: reimbursement of the land value subject to a reuse appraisal, purchase of all or a portion of the Mobility Hub for \$10M, and reimbursement

of eligible expenses incurred constructing public improvements. The DDA establishes that the Parties a) subject to continued negotiations as set forth above have negotiated to increase the Agency's purchase price of the Mobility Hub to an amount not to exceed \$10.9M, and b) will enter a Type 4 Agreement no later than 120 days from the DDA Effective Date to establish the not-to-exceed amount for the Agency's reimbursement of eligible expenses for the construction of public improvements which may include a portion of the Rebuild 11th Street Blocks project scope. A form of the Type 4 Agreement is attached to the Block 68 South DDA and the Board's approval of the DDA will fulfill the requirement to designate the project for Participation Program assistance.

Closing Conditions:

The DDA reflects the terms of the RFP, the proposal selected by the Board and subsequent revisions to the Mixed-Use Housing & Mobility Hub Project as described in the previous sections. The Developer and Agency will continue to work together in good faith through the development process to ensure design advances in alignment with the RFP and Joint 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, the Purchase and Sale Agreement for the Mobility Hub, the Type 4 Agreement, and all necessary parking condominium, management, and operations documents and agreements, the Agency's approval of Developer's Final Construction Documents and Evidence of Financing, and the Developer delivering the balance of the Purchase Price and its construction loan documents to escrow.

Next Steps:

In addition to the submission of the Revised Design and Mobility Hub Proposal, the Block 68 South DDA's performance requirements include review and approval of plans and documentation for the entire Project to be submitted by the Developer at multiple stages of the design process. The Board of Commissioners will review and approve of Schematic Design Documents submitted by the Developer and will consider approval of a final Type 4 Agreement no later than 120 days of the DDA Effective. The Schematic Design Documents will include Design Review drawings and a written summary of how the design continues to incorporate mobility and sustainability initiatives identified in the RFP and selected proposal.

Following Board approval of the Schematic Design Documents, the Developer will submit to the Agency any additional information needed to perform a Reuse Appraisal. The Agency Executive Director will additionally review and approve or disapprove of Design Development Documents and Final Construction Drawings to ensure that the project design progresses in alignment with the Board approved documents and drawings. If substantial changes are made to the Board approved design, the Board may review the project again.

It is anticipated that Closing will occur no later than December 31, 2023. The Project must be complete no later than June 1, 2026.

Fiscal Notes:

The Agency has sufficient funds for:

- A) Purchasing the Agency Garage Unit including BikeBOI for \$10.9M paid in multiple payments throughout construction of the Mobility Hub, for which construction is expected to begin 60 days from Closing.

- B) Reimbursing the Developer for the residual land value up to \$6,075,000 as determined by a Reuse Appraisal and within 30 days of the Agency approval of the Developer's Request for Purchase Price Adjustment due no later than March 30, 2026.
- C) Reimbursing the Developer's actual eligible expenses incurred constructing public improvements which may include a portion of the Rebuild 11th Street Blocks project scope. The Developer's estimate for these improvements in its proposal was \$1.43M. The actual not-to-exceed amount will be defined in the Type 4 Agreement to be executed by the Parties within 120 days of the DDA Effective Date.

These amounts are programmed in the Agency's current Five-Year Capital Improvement Plan and will be adjusted upon Board approval of the Type 4 Agreement and Mobility Hub Purchase and Sale Agreement as set forth in the Block 68 South 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 1799.

Suggested Motion:

Adopt Resolution 1799 authorizing the Executive Director to execute the Disposition and Development Agreement and all associated documents as required to implement the Agreement for the Block 68 South Mixed-Use Residential & Mobility Hub Project with Block 68 South Development LLC.

RESOLUTION NO. 1799

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 68 SOUTH 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 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 further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the Workforce Housing Project (the "Land Exchange"); and

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (the "Property") to develop a mixed-use housing and mobility hub project (the "Project") with the opportunity to expand the scope of the Project through the acquisition of the State-owned parcel (Parcel No. R1013004556) located on Block 68 South and adjacent to the Property (the "State Parcel"); and

WHEREAS, 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 (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the "ANE") that outlined the process for disposing of the Agency Parcels, including the Land Exchange; and

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Real Property Exchange Agreement and the Agency and Block 69 North Development LLC entered into a Disposition and Development Agreement for the development of the Workforce Housing Project. The ANE was subsequently amended to extend the Negotiation Period for the Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement (the "Block 68 South Mixed-Use Housing & Mobility Hub Project DDA") ; and

WHEREAS, Agency and Block 68 South Development LLC ("Developer") commenced negotiating the terms of a disposition and development agreement which is premised upon 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; and

WHEREAS, to determine the Purchase Price, the Property was appraised by Langston & Associates, Inc. in that certain Restricted Appraisal Report dated March 4, 2022; and

WHEREAS, the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA contemplates certain disposition and recording activities to occur in the following order: (i) the Agency will dispose of the Property to the Developer pursuant to the terms and conditions of the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA for the development of the Mixed-

Use Housing and Mobility Hub Project; and (ii) recordation of the condominium plat and condominium declarations; and

WHEREAS, Agency staff recommends approval of the Block 68 South Mixed-Use Housing & Mobility Hub 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 68 South Mixed-Use Housing & Mobility Hub Project DDA and to authorize the Agency Executive Director to execute the Block 68 South Mixed-Use Housing & Mobility Hub 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 68 South Mixed-Use Housing & Mobility Hub 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 Block 68 South Mixed-Use Housing & Mobility Hub Project DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA, subject to representations by Agency legal counsel that all conditions precedent to such actions and any necessary technical changes to the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA or other documents are acceptable and that said changes are consistent with the provisions of the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA and the comments and discussions received at the December 12, 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 December 12, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

DISPOSITION AND DEVELOPMENT AGREEMENT

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

&

**BLOCK 68 SOUTH DEVELOPMENT LLC
an Idaho Limited Liability Company**

December __, 2022

**Disposition:
1010 W. Jefferson Street**

**Development:
Block 68 South Mixed-Use Housing & Mobility Hub Project**

LIST OF ATTACHMENTS

Attachment 1	Depiction of Block 68 S Mixed-Use Housing & Mobility Hub Development Project Site
Attachment 2	Legal Description of the Property
Attachment 3	Schedule of Performance
Attachment 4	Mobility Hub Project Document Framework
Attachment 5	Title Report
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 Escrow Instruction Letter
Attachment 12	Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement
Attachment 13	Active Ground Floor Street Frontages
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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 68 SOUTH 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 12 and **Attachment 12**.

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

"Adjusted Purchase Price" has the meaning ascribed to it in Section 11.2.

"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 7.3.1.

"Agency Garage Unit" has the meaning ascribed to it in Section 2.5.

"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 subsequently amended on October 10, 2022, to extend the Negotiation Period, as defined therein, and as may be further amended.

"BikeBOI" means bicycle parking, and related facilities, located in certain ParkBOI structured parking garages.

“Certificate of Completion” means the Certificate of Completion for the Project, as ascribed to it in Section 11.1 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 7.1.2.

“Design Development Drawings” has the meaning ascribed to it in Section 9.6, including any approved revisions.

“Developer” means Block 68 South 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 Condominiums” has the meaning ascribed to it in Section 2.5.

“Developer Closing Conditions” has the meaning ascribed to it in Section 7.3.2.

“Due Diligence Period” has the meaning ascribed to it in Section 3.1.

“Effective Date” has the meaning ascribed to it in Section 16.8.

“Environmental Reports” means the Phase I Environmental Site Assessment, prepared by Terracon Consultants, Inc. for 1010 W. Jefferson Street, dated February 8, 2018.

“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 11**.

“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 (covering both the Mixed-Use Housing Project and the Mobility Hub 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 12 and **Attachment 12**.

“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 RFP submitted by Edlen & Company, deChase Miksis, and Elton Companies, as predecessor in interest to Developer, and YMCA.

“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 October 10, 2022, 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.

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

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

“Market Rate Units” means approximately two hundred thirty (230) units rented at market rate or senior housing.

“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, following the Effective Date of this Agreement.

“Mixed-Use Housing and Mobility Hub Project” has the meaning ascribed to it in Section 2.5.

“Mobility Hub Global Term Sheet” has the meaning ascribed to it in Section 5.2.

“Mobility Hub Project Document Framework” means the summary of key documents related to the Parking Agreements in the substance and form attached hereto as **Attachment 4**.

“Mobility Hub Proposal” has the meaning ascribed to it in Section 5.2.

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

“ParkBOI” means downtown Boise’s public parking system currently including six (6) structured parking garages.

“Parking Agreements” means the certain agreements to be entered into on or before Closing by and between Agency and Developer concerning the acquisition of public parking stalls and the management of the garage, including but not limited to the Purchase and Sale Agreement for the Agency Garage Unit; the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Mobility Hub; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; the Parking Management Agreement; and the Parking Operations Agreement.

“Parking Purchase Price” has the meaning ascribed to it in Section 5.1.

"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 7.3.2(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 68 S" means the real property as shown on **Attachment 1** and legally described on **Attachment 2**, and generally referred to as the Agency-owned parcel located at 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553), which includes all of the Site.

"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 12 and **Attachment 12**.

"Purchase and Sale Agreement" means the certain agreement to be entered into on or before Closing by and between Agency and Developer regarding Agency's purchase of the Agency Garage Unit.

"Purchase Price" has the meaning ascribed to it in Section 7.1.1.

"Purchase Price Adjustment Request" has the meaning ascribed to it in Section 11.3.

"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 6.1.

“Reuse Appraiser” has the meaning ascribed to it in Section 6.1.

“Reuse Appraisal Data” has the meaning ascribed to it in Section 6.2.

“Revised Design” has the meaning ascribed to it in Section 9.4.

“RFP” has the meaning ascribed to it in Section 2.1.1.

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

“Schematic Design Documentation” has the meaning ascribed to it in Section 9.5, including any approved revisions.

“Schematic Design Drawings” has the meaning ascribed to it in Section 9.5, including any approved revisions.

“Scope of Development” means Developer’s preliminary concepts for the development of the Project included in the Joint Proposal.

“Site” or “Block 68 South” means the Property as depicted on **Attachment 1**.

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

“State Parcel” has the meaning ascribed to it in Section 2.1.1.

“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 7.3.2(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.

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

“Workforce Housing Project” means the proposed development on Block 69 N and includes the proposed Land Exchange, and the proposed disposition of the Agency owned YMCA Parcels (defined below) (after completion of the Land Exchange) for the development of an approximately 220 unit, 7-story mid-rise building, including active ground-floor retail, on-site parking, and a minimum of 155 rent restricted and income qualified affordable and/or workforce housing units as further described in the Block 69 North Disposition and Development Agreement.

“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 the Property to Developer for the Project located on the Site for construction of a mixed-use high rise building and parking and mobility structure development within the Plan Area.

2.1.1. Project Background and Determination of Site

Agency owns certain real property addressed as 421 North 10th Street¹, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, 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 teams, and provided findings of fact and comments to Agency staff sufficient for Agency staff to prepare

¹ It is anticipated 421 N. 10th Street will be conveyed pursuant to the terms of the Block 69 North Disposition and Development Agreement, dated October 10, 2022, subject to the terms of a Land Exchange as set forth in the Joint Proposal, for the development of the Workforce Housing Project as proposed in the Joint Proposal.

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 further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the Workforce Housing Project.

The Joint Proposal also contemplated disposition of the Property to develop a Mixed-Use Housing and Mobility Hub Project (defined below), with the opportunity to expand the scope of the Project through the acquisition of the State-owned parcel (Parcel No. R1013004556) located on Block 68 South and adjacent to the Site (the “State Parcel”).

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 (now known as Block 68 North Development LLC). 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.

On October 10, 2022, the Agency and the YMCA entered into the Land Exchange Agreement and the Agency and Block 69 North Development LLC entered into a Disposition and Development Agreement for the development of the Workforce Housing Project. The ANE was subsequently amended to extend the Negotiation Period for this Agreement.

This Agreement is premised upon the 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.

To determine the Purchase Price, the Property was appraised by Langston & Associates, Inc. in that certain Restricted Appraisal Report dated March 4, 2022.

This Agreement contemplates certain disposition and recording activities to occur in the following order: (i) the Agency will dispose of the Property to the Developer pursuant to the terms and conditions of this Agreement for the development of the Mixed-Use Housing and

Mobility Hub Project; and (ii) recordation of the condominium plat and condominium declarations.

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 68 South Development LLC, an Idaho limited liability company. The principal office of Developer is located at 1199 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 an approximately 20-story high rise building that will include active ground floor space, residential amenities, flexible commercial space, public/private vehicular and bike parking and mobility structure (the “Mobility Hub”), and approximately twelve (12) floors including 230 Market Rate Units (the “Mixed-Use Housing”). Collectively, the development is also referred to as the “Mixed-Use Housing and Mobility Hub Project.”

The flexible commercial space component of the Mixed-Use Housing and Mobility Hub Project includes approximately 14,078 square feet. The flexible commercial space could accommodate office, medical clinic/healthcare space or retail. Active use of the ground floor space on 11th Street and a portion of Jefferson Street is critical for the overall success of the Project and was contemplated by the RFP and the Joint Proposal. For purposes of this Project, an active use on the ground floor means a use that promotes an active pedestrian environment, provides direct access to the general public from the sidewalk (or other public open space), provides active visual engagement between people in the street and people in the building, and conceals other non-active uses. Active uses supporting the Agency’s goals include retail, restaurants, coffee shops, galleries, and personal service establishments. A lobby for the Mixed-Use Housing could meet the intent of an active use if there is an interaction with the public, such as including a restaurant or bar in the entrance lobby. The Developer will commit to not locating any medical clinic/healthcare use on the active ground floor street frontages as identified on **Attachment 13**.

The Mixed-Use Housing and Mobility Hub Project will be subject to a commercial condominium creating various units for parking and commercial use (the “Developer Condominiums”). The Mobility Hub includes structured parking with a ramped deck design including a total of approximately 553² parking stalls. It is contemplated the Agency will own a minimum of 200 parking stalls to be a separate parking condominium unit to be acquired by the Agency pursuant to a Purchase and Sale Agreement (the “Agency Garage Unit”). The purchase price for the Agency Garage Unit will also include certain bicycle amenities/storage (“BikeBOI”). Developer will own, lease, or sell the remaining parking stalls with the intention that the garage will be primarily co-mingled, and all parking condominiums will be operated by ParkBOI using the parking operator then managing ParkBOI³. It is further contemplated the Agency will make available to the Workforce Housing Project⁴ tenants located on Block 69 North, not less than sixty-five (65) residential parking passes in the Agency Garage Unit, operated and managed by

² The Joint Proposal contemplated a flat deck design that would accommodate approximately 469 stalls. Based on additional negotiations and input from the Agency Board, the Parties agreed to move forward with a ramped deck design increasing the total number of parking stalls.

³ The Parties recognize maintenance and operations of the Mobility Hub will be negotiated with the condominium owners.

⁴ It is anticipated 421 N. 10th Street will be conveyed pursuant to the terms of the Block 69 North Disposition and Development Agreement, dated October 10, 2022, subject to the terms of a Land Exchange as set forth in the Joint Proposal, for the development of the Workforce Housing Project as proposed in the Joint Proposal.

ParkBOI, to be sold at market rate as established by the Agency and to be further described in the Parking Agreements. The Mixed-Use Housing and Mobility Hub Project is generally guided by the RFP, the Joint Proposal, and additional information obtained pursuant to the terms of the ANE.

The Mixed-Use Housing and Mobility Hub Project unit mix as set forth in the Joint Proposal includes seventy-one (71) studio apartments, one hundred six (106) one-bedroom apartments, and fifty-three (53) two-bedroom apartments. Unit sizes as set forth in the Joint Proposal range from approximately 550 to 850 square feet. Final unit mix and project rental requirements will be consistent with the Joint Proposal and overall Agency goals set forth in the RFP. To the extent the Market Rate Units are senior housing, the Market Rate Units may be age restricted and may be managed by Nile Living, or another operator with similar or greater experience in managing and operating senior housing.

The Mixed-Use Housing and Mobility Hub Project is anticipated to be LEED Certified and Developer is bound by the Green Building Certification, dated July 3, 2021, and executed by J. Dean Papé and submitted with the Joint Proposal. (**Attachment 10**). The Mixed-Use Housing and Mobility Hub Project shall be constructed consistent with the City of Boise's Green Construction Code in place as of the date of the Green Building Certification. 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 Mixed-Use Housing and Mobility Hub 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 Mixed-Use Housing and Mobility Hub Project was governed by the Green Construction Code.

In addition to the Mixed-Use Housing and Mobility Hub Project, the Project may also include public infrastructure improvements related to that portion of the Rebuild 11th Street Project adjacent to the Site and may include other Public Project Improvements, as more specifically described in Section 12, and the Type 4 Agreement, and any other improvements installed for the benefit of the public as part of the Project.

Collectively, the Mixed-Use Housing and Mobility Hub 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 Mixed-Use Housing and Mobility Hub Project will substantially conform to the Scope of Development as set forth in the Joint Proposal, with the revised design as contemplated by the Parties during the ANE Negotiation Period.

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/ DeChase Development Services LLC 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 DeChase Development Services LLC and Edlen and Co., LLC 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 or 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 68 South Investment LLC, an Idaho limited liability company, at or prior to Closing. Developer represents and warrants that Block 68 South 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 68 South Investment LLC the assignee of Developer's rights and obligations hereunder relating to the acquisition and development of the Project. Developer and Block 68 South 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, and which was further subsequently amended by the Second Amendment to the Access Agreement, dated September 6, 2022, to extend the termination of the Access Agreement, which agreement may be further amended from time to time (collectively, the "Access Agreement"). Beginning on the Effective Date and continuing until February 7, 2023 (the "Due Diligence Period"), and subject to the terms and conditions of the Access Agreement, the Agency 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 Agency pursuant to the Access 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. 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.

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, and as otherwise provided for herein; provided however, the indemnity shall not extend to protect Agency from any pre-existing liabilities for matters merely discovered by Developer (e.g., latent environmental contamination) or for matters arising from the negligent or wrongful act or omission of Agency, or its respective officers, agents, or employees, from conduct resulting in an award of punitive damages against Agency, or for matters which Agency has agreed to indemnify Developer. 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 the Commitment for Title Insurance (**Attachment 5**) and underlying title documents disclosed therein for the Property,

issued by the Title Company under Commitment No. 22466601 having an effective date of November 14, 2022 (the "Title Report").

Developer shall notify Agency in writing of its objections of any exception shown in the Title Report ("Title Objections") within thirty (30) days of the Effective Date ("Title Review Period"). If Developer does not give such notice within such thirty (30) day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Title Objections, Agency will have thirty (30) days after receipt thereof to notify Developer that Agency (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 Developer. Agency's failure to notify Developer within such thirty (30) day period as to any Title Objections shall be deemed an election by the Agency not to remove or have the Title Company insure over such Title Objection. The failure to cure any Title Objection as specifically agreed to by the parties constitutes a breach of this Agreement.

All matters shown on the Title Report, except monetary encumbrances and leaseholds (which shall be removed without the need for Developer to make any Title Objections relating thereto) and those Title Objections which Agency agrees to satisfy or are otherwise obligated to satisfy at or prior to Closing pursuant to this Section, shall be "Permitted Exceptions."

If Agency notifies or is deemed to have notified Developer that it shall not remove nor have the Title Company insure over any or all of the Title Objections within the time periods provided herein, then Developer shall have twenty (20) days to respond to the Title Objections to either (a) terminate this Agreement; or (b) waive the Title Objections and proceed to Closing, without any abatement or reduction in the purchase price of the Property on account of such Title Objections; or (c) propose an abatement or reduction in the purchase price of the Property on account of such Title Objections, which the Agency shall have five (5) business days to accept or reject. In the event of a 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.

If Developer does not give notice within said period, then 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, 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 as required by the Title Company, unless the same are necessary to satisfy or remove any Title Objection or 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 building permit for the Mixed-Use Housing and Mobility Hub Project 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

4.1. Submission of Preliminary Evidence of Financing

No later than two hundred ten (210) 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 Mixed-Use Housing and Mobility Hub 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. Financing documents will be provided for both the Mobility Hub and the Mixed-Use Housing portions 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.
- (c) If applicable, copies of term sheets and other information as requested by the Agency related to information about tax exempt bonds, taxable bonds, equity infusion, and other sources of funds through the YMCA, or others, together with copies of applicable regulatory compliance documents, if any.
- (d) Copies of agreements or letters of intent with Mobility Hub condominium purchasers and/or lessees.
- (e) 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.
- (f) A copy of a loan term sheet evidencing permanent or mini-permanent financing for a period of time beyond the construction completion date of the Project (which may include the original construction financing term sheet with a financing term that extends beyond such construction completion date), 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.
- (g) Staff review of the Developer's pro forma.

- (h) If the total Project Budget exceeds the amount of financing commitments received pursuant to subparagraph (b), (c), (d) or (e) above, evidence reasonably satisfactory to the Executive Director of the Agency demonstrating that Developer has or will have adequate funds available and committed to cover such difference. 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 and non-profit entities. 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.

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 or disapproval 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. Accommodation 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.

5. PURCHASE OF AGENCY GARAGE UNIT AND MOBILITY HUB PROPOSAL

5.1. Purchase of Agency Garage Unit

The Mobility Hub will be used, in part, by Agency for public parking to serve the Project and the surrounding area. At or prior to Closing, Agency and Developer will enter into a Purchase and Sale Agreement for the Agency's purchase of the Agency Garage Unit (the "Purchase and Sale Agreement"). The Parties intend to negotiate the terms of the Purchase and Sale Agreement and the Parking Agreements during the term of this Agreement. The Parties have engaged in preliminary negotiations to further define the design of the Mobility Hub, the total number of parking stalls, the number of parking stalls in the Agency Garage Unit, the purchase price of the Agency Garage Unit, including BikeBOI, and purchase price payment terms. For purposes of the negotiation framework and reaching agreement on the Purchase and Sale Agreement terms, the Parties agree it is important to outline the key negotiation points to date as follows:

- The RFP defined certain parameters for Agency participation in the Mobility Hub providing, in part, up to \$10 million for 200 to 350 public parking stalls at an estimated cost per stall range of \$28,000 to \$32,000. (RFP, p. 10.) Agency in response to developer questions concerning the structure for development of the Mobility Hub noted "CCDC and the development team will negotiate the partnership structure after they have been selected as the winning proposal—during the next step of the process—which is finalizing the Disposition and Development Agreement. A Purchase and Sale Agreement for the public parking facility will also be part of the DDA process. CCDC is seeking proposals in which the Developer designs, entitles, and constructs the public parking facility. Upon completion CCDC will purchase the facility or a condominium within the facility. In either situation, CCDC expects to operate the entire facility as part of the ParkBOI public parking system." (Question #1 received by CCDC on July 13, 2021

(Posted July 22, 2021)). The RFP further identified BikeBOI as a project priority providing “public secure bicycle storage facility for 30 bicycles.”

- The Joint Proposal proposed the following:

“The **Mobility Hub** includes ParkBOI, which will facilitate [sic] 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...

“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...A BikeBOI facility is also located in the Mobiliby [sic] Hub and provides access to the 11th Street Bikeway.”

(Joint Proposal, Project Narrative, p.1.)

In further response to Panel Interview Questions, Developer confirmed its proposal anticipated Agency would participate in the Mobility Hub for \$10 million. Developer noted “[i]f CCDC funds were provided during construction or not required for the land transaction, the savings associated with a reduction of the project’s costs of capital could provide additional parking or housing units.” (p.1). In response to Panel Interview Question 9, Developer acknowledged it would not be able to deliver 200 to 350 public parking stalls for \$10 million due to the projected cost of the Mobility Hub:

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.

Further negotiations between the Parties have ensued resulting in further changed conditions. Specifically, the Joint Proposal contemplated a flat deck design that would accommodate approximately 469 stalls. Based on additional negotiations and input from the Agency Board, the Parties agreed to move forward with a ramped deck design increasing the total number of parking stalls to approximately 553 parking stalls.

The Parties have continued to negotiate the terms of the Purchase and Sale Agreement in good faith recognizing the increased construction costs and changing market conditions resulting in the following non-binding revised proposal:

- Agency intends to purchase the Agency Garage Unit including no less than 200 parking stalls for no more than ten million nine hundred thousand (\$10,900,000) dollars or \$54,500 per parking stall ("Parking Purchase Price").
- The Parking Purchase Price includes the BikeBOI shell and core at no additional cost to the Agency. The Agency will cooperate with Developer on the BikeBOI dimensions and finish level.
- Agency is willing to pay its allocable share for the public portion of the Mobility Hub during construction in up to five (5) payments with a minimum of a 10% retainage of the total Purchase Price to be held in escrow and to be released to Developer one hundred and twenty (120) days following the completion of the Mobility Hub such that it can be used for its intended use and can be occupied.

The Parties specifically acknowledge and agree at this time there is insufficient design and construction cost information and information outlining garage ownership and users to reasonably calculate a cost per parking stall without either Party undertaking an unreasonable risk. The Parties agree to enter into a letter of intent specifying the purchase price and the number of stalls for the Agency's purchase of the Agency Garage Unit for the Purchase and Sale Agreement on or before June 30, 2023, following Agency receipt of the Mobility Hub Proposal and 100% Design Development Drawings. The Parties will execute the Purchase and Sale Agreement for the Agency Garage Unit within thirty (30) days of the effective date of the letter of intent. The Parties desire to memorialize the negotiations to date to establish a framework to determine the Parking Purchase Price using the proposed cost allocation methodology as set forth in **Attachment 14** as a starting point with further refinement to occur with submission of the Mobility Hub Proposal as information becomes available.

5.2. Mobility Hub Proposal

No later than ninety (90) days after the Effective Date or such later time as may be approved by Agency, Developer shall submit to Agency's Executive Director a proposed construction contract for the Mobility Hub (if available), together with information concerning Mobility Hub ownership structure, parking operations and management (the "Mobility Hub Proposal").

The Mobility Hub Proposal shall set forth Developer's proposal to design the Mobility Hub consistent with the Agency's adopted Parking Structure Design Guidelines as of the Effective Date and to construct the Mobility Hub in accordance with this Agreement. The Mobility Hub Proposal will include:

- the proposed development schedule and construction time, including dates for substantial completion and final completion of the Mobility Hub;
- term sheet concerning ownership structure, including identification of parties with an ownership interest and/or other users of the Mobility Hub, updated Mobility Hub costs and funding, including analysis of price per stall (the "Mobility Hub Global Term Sheet");
- proposed parking management and operations, including any shared use arrangements;
- allocation of stalls between public/private uses;
- projected parking revenue;
- coordination including common areas and BikeBOI facility; and
- updated cost allocation methodology to support the cost per stall analysis using ordinary construction standards and considering the nature of the Mobility Hub and factors contained in the Mobility Hub Global Term Sheet. The updated cost allocation methodology will also include additional detail on the hard cost superstructure allocations as well as additional detail on the soft cost consultant fees to ensure appropriate allocation of those costs and fees.

Developer acknowledges the Agency reserves the right, in its discretion, to have the Developer's submitted Mobility Hub Proposal be subject to a third-party review. The Mobility Hub Proposal (if changes are made) shall be updated at least every sixty (60) days following the receipt of a complete submission until the Parties reach agreement on the following: the final condominium plat; the Purchase and Sale Agreement for the Agency's acquisition of the Agency Garage Unit; the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for the Mobility Hub; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; the Parking Management Agreement; and the Parking Operations Agreement.

6. REUSE APPRAISAL

6.1. 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 11.2) shall be Zero Dollars (\$0.00). In that case, the amount to be remitted to Developer pursuant to the Purchase Price Adjustment is limited to Six Million, Seventy-Five Thousand Dollars (\$6,075,000.00).

6.2. Reuse Appraisal Data

Within fifteen (15) days of Agency Board approval of the 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 Mixed-Use Housing and Mobility Hub 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 Property,
- residential unit types,
- 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.

7. DISPOSITION AND CONVEYANCE OF THE PROPERTY

7.1. Disposition and Conveyance of the Property

In accordance with and subject to all the terms, covenants, and conditions (including the attachments) of this Agreement, the Agency agrees to convey the entire fee estate of the Property in the condition required pursuant to Section 8 of this Agreement to Developer.

Developer agrees to develop the Property and complete construction of the Project no later than March 1, 2026, subject to forced delay as set forth in Section 15.6, 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 15.6. Any extension must be agreed upon in writing by Agency's Executive Director.

7.1.1. Purchase Price

The purchase price for the Property (the "Purchase Price") is Six Million, Seventy-Five Thousand Dollars (\$6,075,000.00). 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 Agency from Langston & Associates (the “FMV Appraiser”) dated March 4, 2022.

7.1.2. 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.

7.2. 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 copy of this Agreement, the original Memorandum duly executed and acknowledged by the Parties, and the Escrow Instruction Letter (**Attachment 11**) shall be delivered to the Escrow Agent upon the opening of the Escrow. Agency and Developer will cause the Escrow Agent to record the Memorandum, , in the real property records of Ada County upon receipt. 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.

Escrow Agent shall also serve as the escrow agent under the Purchase and Sale Agreement.

7.2.1. Payment of Costs

Developer and Agency shall each pay one-half of the Escrow fee and any charges for recording the Deed and the Memorandum (to the extent the County Recorder’s Office does not waive such charges). Other documents to be recorded hereunder will be paid for by the Developer. 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 Title Objections and/or 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 and 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.

7.2.2. 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 7.3.1 and 7.3.2 (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.

7.2.3. 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) [RESERVED];
- (c) the Purchase and Sale Agreement, duly executed and acknowledged by Agency;
- (d) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged Agency;
- (e) Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Mobility Hub, as consented to by the Agency;
- (f) Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium, as consented to by the Agency;
- (g) Parking Management Agreement, duly executed by all parties to the Parking

Management Agreement; and

- (h) Parking Operations Agreement, duly executed by all parties to the Parking Operations Agreement; and
- (i) 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.

7.2.4. 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) [RESERVED];
- (d) copies of executed construction loan documents for the Mixed-Use Housing and Mobility Hub Project consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4;
- (e) Executed financing documents consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4;
- (f) Updated evidence of permanent and/or mini-permanent financing;
- (g) Executed construction contract for the Mixed-Use Housing and Mobility Hub Project;
- (h) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged Developer;
- (i) Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Mobility Hub, duly executed and acknowledged by Developer;
- (j) Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium, duly executed and acknowledged by Developer;
- (k) Parking Management Agreement, duly executed by all parties to the Parking Management Agreement;
- (l) Parking Operations Agreement, duly executed by all parties to the Parking Operations Agreement; and

- (m) 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.

7.2.5. [RESERVED]

7.2.6. 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 14.6, 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 14.6. 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 14 hereof. Nothing in this Section shall be construed to impair or affect the rights or obligations of Agency or Developer to specific performance.

7.2.7. 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.

7.2.8. 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 Mixed-Use Housing and Mobility Hub 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.

7.3. Conditions to Property Transfer

7.3.1. 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 Mixed-Use Housing and Mobility Hub Project from all governmental agencies with jurisdiction, with the exception of condominium plat approvals, 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 both the Mixed-Use Housing Project and the Mobility Hub Project and grading permits and building permits for both the Mixed-Use Housing Project and the Mobility Hub Project 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 10.1 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 document(s), and the financing for the Project shall close concurrently with the Closing. Developer has provided reasonable documentation supporting proof of permanent and/or mini-permanent financing and provided an opportunity for Agency to review an updated pro-forma.
- (e) **[RESERVED]**

- (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) **Block 69 North Workforce Housing Project DDA.** Prior to Closing, Developer is not in default under the Block 69 North Workforce Housing Project DDA.
- (i) **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.
- (j) **Reuse Appraisal.** Prior to Closing, the Reuse Appraiser shall have completed the Reuse Appraisal, as may have been supplemented.
- (k) **Design and Construction Plans.** Agency shall have approved the Mixed-Use Housing and Mobility Hub Design Development Drawings and Final Construction Plans.
- (l) **Parking Agreements.** Prior to Closing, Agency and Developer, and all other necessary parties, have agreed on the terms and conditions of, or have consented to, and executed: a Purchase and Sale Agreement for the Agency Garage Unit; the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Mobility Hub; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; the Parking Management Agreement; and the Parking Operations Agreement.
- (m) **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.
- (n) **[RESERVED]**

- (o) **Property Management Agreement.** Prior to Closing Developer shall provide a copy of the Property Management Agreement by and between Developer and the property manager concerning the management, operations, and maintenance of the Market Rate Units. If the Market Rate Units are senior housing, the property manager shall have experience in managing senior housing.

7.3.2. 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 Mixed-Use Housing Project and the Mobility Hub 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 Mixed-Use Housing Project and the Mobility Hub Project and grading permits and building permits for both the Mixed-Use Housing Project and the Mobility Hub 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; and any mutually agreed upon Title Objections and/or Supplemental Title Objections. 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, including the Mixed Use Housing Project and the Mobility Hub 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 Agreements.** Prior to Closing, Agency and Developer, and all other necessary parties, have agreed on the terms and conditions of, or have consented to, and executed: a Purchase and Sale Agreement for the Agency Garage Unit; the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Mobility Hub; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; the Parking Management Agreement; and the Parking Operations Agreement.

7.4. 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.

7.5. Waiver

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 7.3.1, 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 7.3.2, 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.

7.6. Termination

In the event each of the Agency Closing Conditions set forth in Section 7.3.1 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 7.5, 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 7.3.2 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 7.5, 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.

8. CONDITION OF THE PROPERTY

8.1. "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 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.

8.2. Agency Representations

Agency represents and warrants to Developer as follows: (1) Agency has given Developer complete copies of the Title Report and the Environmental Report; (2) the Title Report and

Environmental Report constitute all information of which Agency has actual knowledge concerning the physical condition of the Property, including, without limitation, information about any Hazardous Materials or violations of any applicable laws; (3), Agency has provided Developer access to the Property to conduct Due Diligence Investigations, including, completing any additional environmental reports, the geotechnical reports, and the ALTA survey; (4) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (5) 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; (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.

8.3. Environmental Release and Waiver

Subject to Agency's representations and warranties expressly set forth in this Agreement, or as otherwise disclosed in the Environmental Report. 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.

9. DEVELOPMENT OF THE PROPERTY

9.1. 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.

9.2. 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.

9.3. 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.

9.4. Revised Design

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**). Since that time, the Agency Board determined to proceed with the alternative parking garage design with ramped decks. Within sixty (60) days of the Effective Date, Developer will submit an updated design for the Mixed-Use Housing and Mobility Hub Project to the Agency Executive Director to include certain updates to the Scope of Development (the "Revised Design"). With the exception of the intended active ground floor uses, Agency shall approve or disapprove of the Revised Design 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 Scope of Development and continued negotiations by and between the Parties. Agency Executive Director approval of the Revised Design shall not be unreasonably withheld, conditioned, or delayed. The submission of the Revised Design shall include:

- Updated site plan and floor plans showing ground floor uses;
- Updated floor plans for upper floors including any healthcare provider or office space;
- Building height;
- Confirmation of housing product type, e.g., senior housing and/or market rate multi-family;
- Updated design of the Mobility Hub consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Effective Date, including the final proposed number of parking stalls and location of the shell and core of the BikeBOI facilities.

9.5. Schematic Design Documentation

Within one hundred twenty (120) 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, Mobility Hub Proposal and the Revised Design including:

- square footage by type of uses
- floor plans
- number of parking spaces and bike racks
- parking garage design with ramped decks consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Effective Date
- site plan
- perspective renderings
- targeted active ground floor uses
- floor heights (14' ground, minimum 9' for the majority of the living space of in-unit residential)
- development schedule and duration
- intended active ground floor uses

(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 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 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 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 application 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 9.11) to the Agency Board approved Schematic Design Drawings, which may require additional Agency Board approval. Agency and Developer agree to work collaboratively through the design review process.

9.6. Design Development Drawings

Within one hundred eighty (180) 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 approve 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 Revised Design and the Schematic Design Drawings as approved by the Agency Board and that there has not been a substantial change (as defined in Section 9.11). 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 Executive Director’s approved Revised Design and the Agency Board approved Schematic Design Documentation, including:

- square footage by type of uses
- unit mix
- number of parking spaces including number of parking spaces which are expected to be available for use by the general public and by other users in the Project
- perspective renderings
- floor plans and representative unit layouts
- site plan
- landscaping plan and schedule
- building elevations/sections listing all exterior finishes
- Public Project Improvements
- Integration of Rebuild 11th Street
- Development schedule
- 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 9.11) to the Executive Director's approved Revised Design and the Agency approved Schematic Design Drawings, which may require additional Agency Board approval, subject to the process outlined in Section 9.11. Agency and Developer agree to work collaboratively through the design review process.

9.6.1. Minimum Requirements for the Parking Stalls in the Mobility Hub and Parking Operations and Management Framework

The design of the Mobility Hub shall be consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Effective Date, as well as the approved Revised Design, Schematic Design Documentation, and the Design Development Drawings. It is anticipated the Mobility Hub will be entirely operated and managed by and branded as ParkBOI and the parking stalls will be managed as a "co-mingled" parking model and users of the Mobility Hub may park in any available stall. Subject to the terms of the to be negotiated Parking Documents, condominium owners in the Mobility Hub will share in revenue and expenses based on the proportionate share of ownership of stalls determined by number of stalls owned compared to the total number of available parking stalls.

Pursuant to the Joint Proposal and ongoing negotiations, as of the Effective Date of this Agreement, the Parties contemplate Mobility Hub will include:

- Approximately 553 parking stalls, of which it is anticipated a minimum of 200 parking stalls are to be owned by the Agency.
- Not less than sixty-five (65) residential parking passes from the parking stalls in the Agency Garage Unit will be made available to tenants of the Workforce Housing Project located on Block 69 North to be sold at market rate first come, first serve.
- There may be three or more parking condominium owners in the Mobility Hub: Agency, Developer, and the YMCA, recognizing there will be other users of the parking in the Mobility Hub. Developer may own, lease, or sell its parking stalls within its condominium, subject to the parking operations and management requirements. Developer will ensure parking management and operations terms are accurately reflected in any agreement with the YMCA or other condominium owners and with subsequent purchasers and lessees of Developer's parking stalls.
- Developer will provide the shell and core of the BikeBOI facilities at no additional cost with dimensions as directed by the Agency.
- Electric Vehicle (EV) Charging Stations equipped at 1% of parking stalls with sufficient infrastructure to support future charging stations at 20% of stalls.
- Parking layout dimension design standards shall conform to the Agency's Parking Structure Design Guidelines User Comfort Factor 2.
- All parking access control system equipment, all parking related signage and safety packages (mirrors, concrete markings, lighting) as well as their location

within the Mobility Hub and proposed on the exterior shall be approved by Agency before purchasing and installation pursuant to a to be negotiated parking operations agreement.

9.6.2. Condominium Declarations and Parking Agreements

At least one hundred twenty (120) days prior to Closing, Developer shall prepare and submit to Agency and other purchasers of condominiums and/or users of the Mobility Hub for review and approval, or consent, as the case may be: the condominium plat; the Purchase and Sale Agreement for the Agency's acquisition of the Agency Garage Unit; the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for the Mobility Hub; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; and the Parking Management Agreement. Agency agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the above-mentioned documents. The parties agree to work together in good faith and promptly resolve any issues associated with these documents.

9.7. 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 Executive Director's approved Revised Design and the Design Development Drawings and the Agency Board approved Schematic Design Drawings. The submission of the Final Construction Drawings shall include a clear chart showing itemized changes from the Agency approved Design Development Drawings, including:

- square footage by type of uses
- unit mix
- number of parking spaces including number of parking spaces which are expected to be available for use by the general public and by other users in the Project
- perspective renderings
- floor plans and representative unit layouts
- site plan
- landscaping plan and schedule
- interior finishes schedule
- building elevations/sections listing all exterior finishes
- Public Project Improvements
- 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

(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 9.10 and subject to the provisions of Sections 9.8, 9.9, 9.10, and 9.11.

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 9.10 and except as provided in Section 9.11.

9.8. 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 subsequently approved Revised Design, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings. In the event Developer seeks a substantial change (as defined in Section 9.11) or waiver from the Joint Proposal, or the subsequently approved Revised Design, 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.

9.9. 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 Revised Design, 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.

9.10. 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 approved Revised Design, 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 9 shall be deemed a conditional approval. Any Agency approved Revised Design, 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 9.11) following Agency approval pursuant to Section 9.11.

9.11. Substantial Changes to Drawings

If Developer desires to make any substantial change in the 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 9 only, "substantial change" is defined as any change which by such change will revise (i) the value or cost of the Mixed-Use Project and/or the Mobility Hub Project (following completion) by more than fifteen percent (15%), (ii) change the total useable square footage of the Mixed-Use Project and/or the Mobility Hub Project by more or less than fifteen percent (15%) (iii) the number of parking stalls is reduced by more than ten percent (10%), (iv) the number of parking stalls is increased by more than twenty percent (20%), (v) any change in the number of floors; and (vi) 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 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.

9.12. 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.

9.12.1. 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 9.12.1(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.

9.12.2. 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.

9.12.3. 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.

9.12.4. 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.

9.12.5. 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 14.6.1(d) or is otherwise inconsistent with this Agreement or the approved Final Construction Documents. 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.

9.12.6. 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.

10. INSURANCE AND INDEMNIFICATION

10.1. 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 twenty-seven (27) 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) lightning; (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) 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.

10.2. 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. Developer's obligations to the Agency under this Section 10.2 will terminate five (5) years after the date of the completion of the Mobility Hub and/or the Mixed-Use Housing Project, as the case may be, which date may be after the Agency has issued its Certificate of Completion set forth in Section 11.

11. POST PROJECT COMPLETION PURCHASE PRICE ADJUSTMENT

11.1. Certificate of Completion

Promptly after completion of all construction and development to be completed by Developer for each of the Mobility Hub and the Mixed-Use Housing 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 if (a) City has issued a certificate of occupancy or a temporary certificate of occupancy for 100% of the residential units of the Mixed-Use Housing Project and the Mobility Hub; (b) a certificate of completion issued by the architect for the Project of at least the shell and core of the retail use of the Project; (c) the public infrastructure improvements contemplated in the Type 4 Agreement have been completed and accepted by the appropriate governing entity, if applicable; and (d) 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 14.1 and 14.2, 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.

11.2. 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 6.2.

The Adjusted Purchase Price is based upon Reuse Appraisal Data.

11.3. Request for the Purchase Price Adjustment

Upon Agency’s issuance of the Certificate of Completion on the Mixed-Use Housing and Mobility Hub and issuance of the architect’s Certificate of Substantial Completion (AIA G704-2017), Developer shall submit to Agency, on or before June 1, 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 and the Final Construction Documents 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 Six Million, Seventy-Five Thousand Dollars (\$6,075,000) 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 Six Million, Seventy-Five Thousand Dollars (\$6,075,000).

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.

12. CAPITAL IMPROVEMENTS AND GENERAL ASSISTANCE REIMBURSEMENT

12.1. 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 12.

Agency and Developer shall enter into the Type 4 Agreement within one hundred twenty (120) 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.

13. 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.

13.1. [RESERVED]

13.2. [RESERVED]

13.3. [RESERVED]

13.4. [RESERVED]

13.5. 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, 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 13.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

13.6. 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 13.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

13.7. Effect and Duration of Covenants

Except as otherwise provided in this Section or the Deed, the covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deed 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).

13.8. 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.

14. DEFAULTS, REMEDIES, AND TERMINATION

14.1. 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 14.2.

14.2. 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.

14.3. 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.

14.4. 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 14.1 and 14.2, 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.

14.5. Legal Actions

14.5.1. 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.

14.5.2. Applicable Law

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

14.5.3. 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.

14.5.4. 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.

14.5.5. Specific Performance

If any Party has provided notice and an opportunity to cure to the other Party pursuant to Section 14.1 and 14.2, 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 14.5.6 below) are otherwise available.

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

Except as set forth in Section 14.6.2, 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.

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

14.6.1. 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 14.6.1(a) or 14.6.1(b). In lieu of termination by Developer under Sections 14.6.1(a) or 14.6.1(b), Developer may seek any remedy set forth in Section 14.5 relating to Agency's failure to perform under Sections 14.6.1(a) or 14.6.1(b), except if Agency's failure to perform arises as a result of action or inaction of a third party.

14.6.2. 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) [RESERVED];
- (e) Developer fails to submit to Agency Final Construction Drawings subject to the cure provisions set forth in Section 14; or
- (f) Subject to the cure provisions set forth in Section 14, 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 14; or

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 14.5.6) 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 14.6.2(d), (e) and (f), Agency may seek any remedy set forth in Section 14.5 relating to Developer's failure to perform under Sections 14.6.2(d), (e) and (f), except if Developer's failure to perform arises as a result of action or inaction of a third party.

15. GENERAL PROVISIONS

15.1. 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 11 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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 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.

15.9. 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.

16. SPECIAL PROVISIONS

16.1. 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 consent.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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 14.6.1 and 14.6.2, neither Party shall terminate this Agreement while the Parties are pursuing resolution of the dispute by mediation.

16.6. [RESERVED]

16.7. 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.

To the extent the YMCA and/or Developer obtain control of the State Parcel on or before December 31, 2022, the Developer and Agency will agree to negotiate in good faith an amendment to this Agreement, or other form of agreement as may be appropriate, to include the State Parcel in further implementation of the Project. Any amendment or other form of agreement that may be negotiated by the Parties is subject to approval by the Agency Board. An

amendment to this Agreement to include the State Parcel will not delay Closing or construction of the Project. If including the State Parcel results in a delay an amendment will not move forward.

16.8. 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.

16.9. 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.

16.10. Use of Geothermal Resource

Developer shall investigate the feasibility of using the City’s geothermal resource for heating the Mixed-Use Housing and Mobility Hub Project. The 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.

16.11. 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.

16.12. 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 68 South Development LLC,
an Idaho limited liability company

By: _____
J. Dean Papé, Manager

_____, 2022

By: _____
Jill Sherman, Manager

_____, 2022

STATE OF IDAHO)
) ss.
County of Ada)

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.

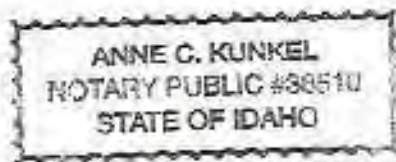
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of December, 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 68 South 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.

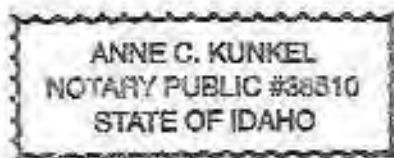


Anne C. Kunkel
Notary Public for Idaho
Commission Expires 9.22.2026

STATE OF Idaho)
) ss.
County of Ada)

On this 6th day of December, 2022, before me, Anne C. Kunkel, 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 Block 68 South 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.



Anne C. Kunkel
Notary Public for Idaho
Commission Expires 9.22.2026

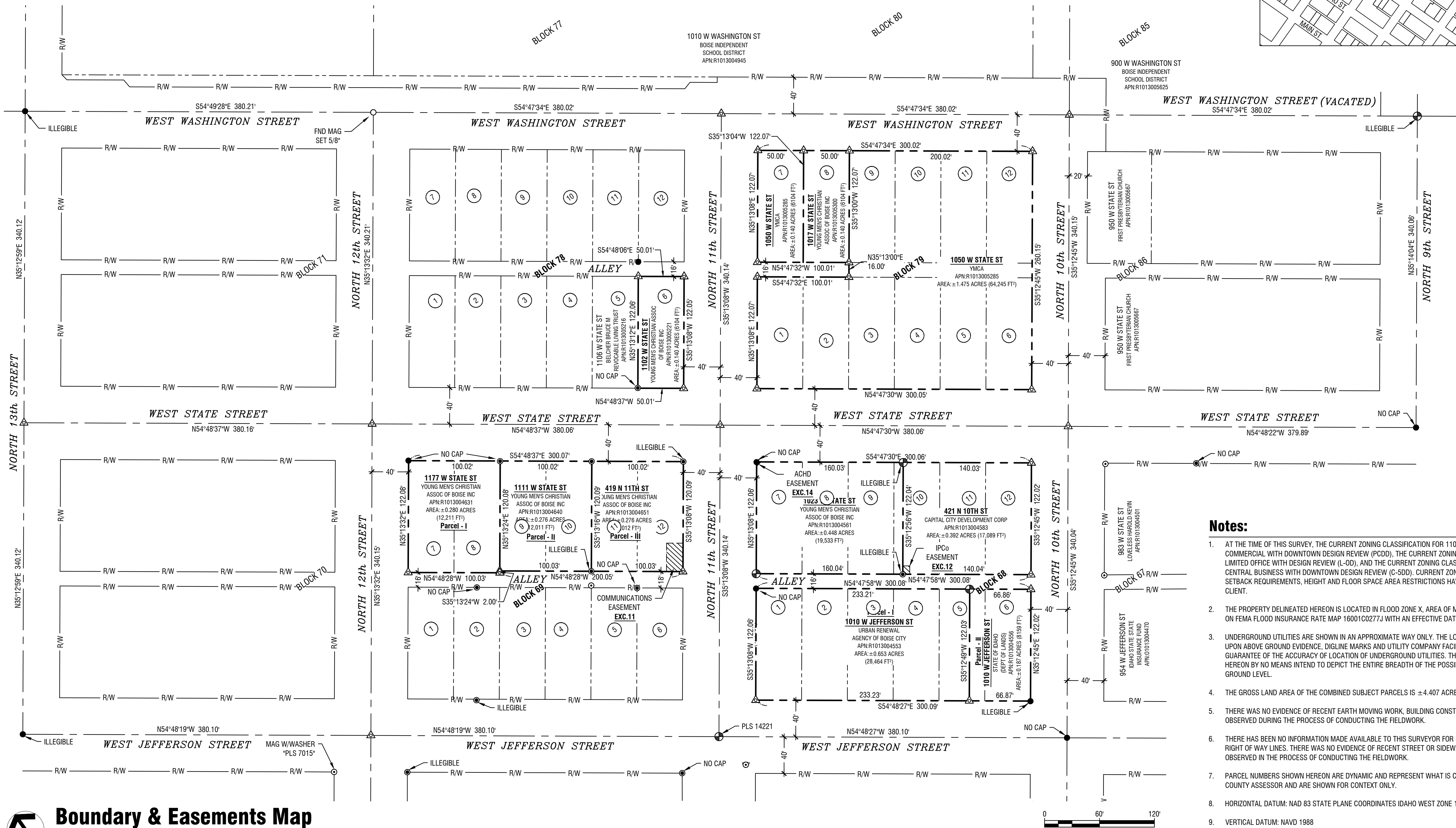
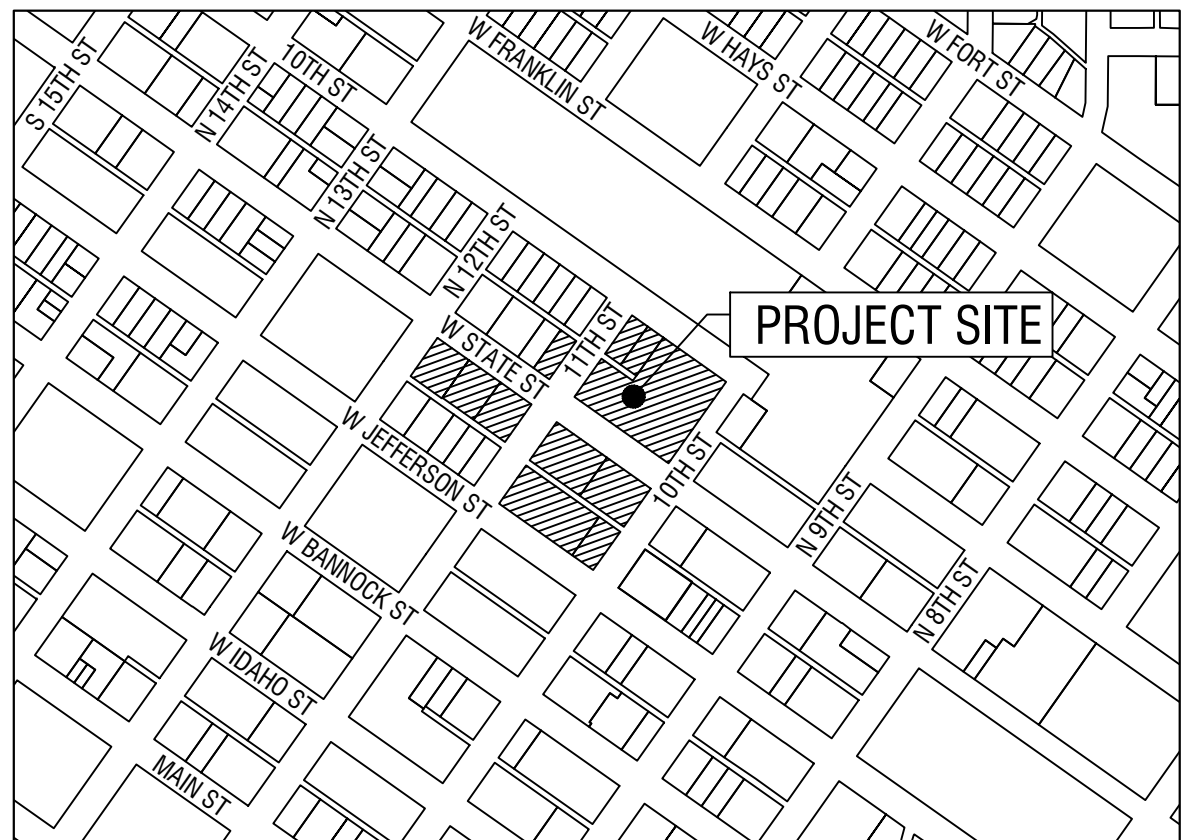
Attachment 1

Depiction of Block 68 S Mixed-Use Housing and Mobility Hub 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-SD). 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

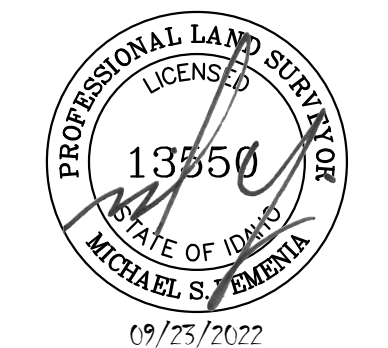
Sheet Index:

- | |
|---|
| 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 |

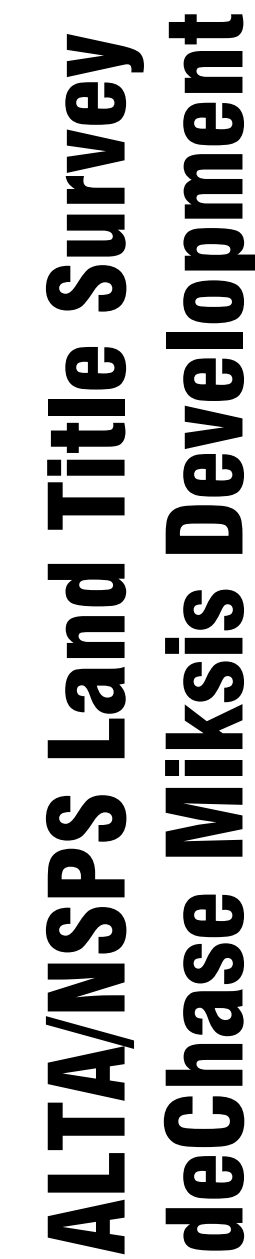
ALTA/NSPS Land Title Survey deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	

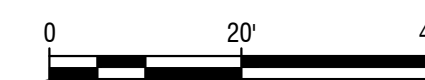
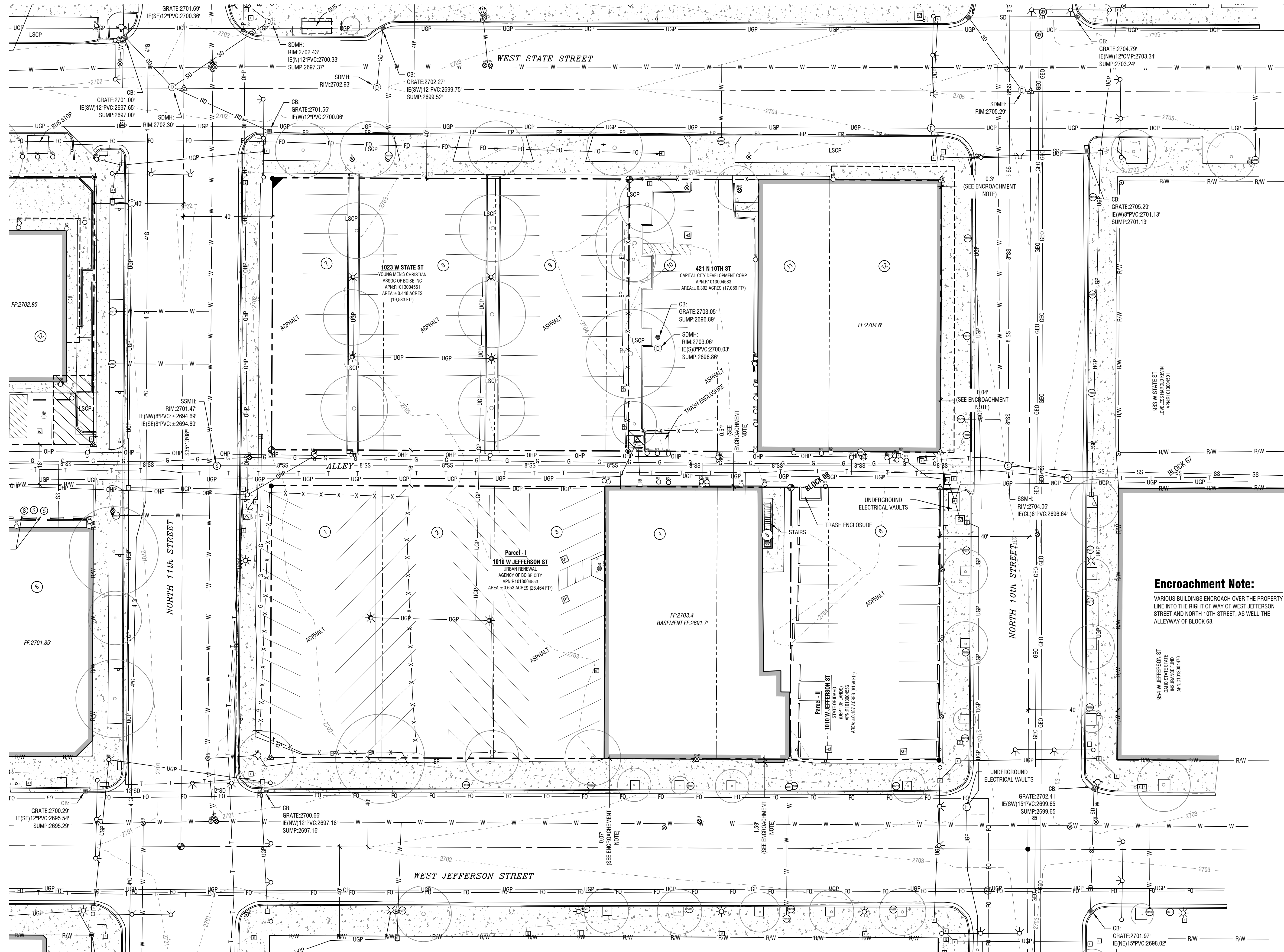


Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



Block 68 Catalytic Redevelopment
Boise, ID 83702

Project No.:	122
Date of Issuance:	September 23, 2011
Project Milestone:	



Horizontal Scale: 1" = 20'

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.

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

9. EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT TO BEAISE CITY ORIGINAL TOWNSHIP RECORDED NOVEMBER 24, 1867 IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
11. **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.
12. **AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH A/AN UNDERGROUND EASEMENT.
GRANTED TO: IDAHO POWER COMPANY
PURPOSE: PERMANENT AND PERPETUAL EASEMENT AND RIGHT OF WAY, SUFFICIENT IN WIDTH TO INSTALL, TO MAINTAIN AND REPAIR 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 REPAIR DITCHES AND TRENCHES FOR THE LOCATION OF SAID POWER LINES, AND THE FURTHER
RECORDED: MAY 21, 2004 INSTRUMENT NO.: 104063204, RECORDS OF ADA COUNTY, IDAHO.
13. **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.
14. **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.
15. **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

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.

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

10. EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT TO BASES CITY ORIGINAL TOWNSHIP 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)**
11. TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 10113122.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO. 161086, RECORDS OF ADA COUNTY, IDAHO.
- AFFECTS THE SUBJECT PROPERTY AND CANNOT BE PLOTTED HEREON**
12. A/N 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)**
13. TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 109-45-20.
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO. 2020-173136, RECORDS OF ADA COUNTY, IDAHO.
- AFFECTS THE SUBJECT PROPERTY AND CANNOT BE PLOTTED HEREON**
14. A/N EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH A/N AN 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, SLUICES, 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
- STANDARD RIGHTS OF ADJ. UTILITIES AND IRRIGATION DISTRICTS TO USE THE PUBLIC RIGHT OF W
- RECORDED: MAY 18, 2022, INSTRUMENT NO.: 2022-048085, RECORDS OF ADA COUNTY, IDAHO.
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON**
15. RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**

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.

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:

10. 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/N AN ORDINANCE NO. 6108.
11. RECORDED: DECEMBER 12, 2001, INSTRUMENT NO. 10122136, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
TERMS AND CONDITIONS CONTAINED IN A/N AN ORDINANCE NO. ORD-45-20
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO. 2020-173136, RECORDS OF ADA COUNTY, IDAHO
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
12. 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
14. 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)

TO: deCHASE MIKSI DEVELOPMENT; YOUNG MENS 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.



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 3:
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 2 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.

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:

9. EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSHIP 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)
11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENT THERETO AS SET FORTH IN A/N 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)
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
12. TERMS AND CONDITIONS CONTAINED IN AN 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
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)
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
14. 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)
THESE CONDITIONS COME WITH 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
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)
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
17. RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

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.

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

10. EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT BOISE CITY ORIGINAL TOWNSHIP, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, ORIGINAL RECORDS OF ADA COUNTY, IDAHO.
11. **AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON (PROPERTY BOUNDARY)**
TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT, RECORDED: APRIL 8, 1980, INSTRUMENT # 8017229, RECORDS OF ADA COUNTY, IDAHO.
12. **AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
TERMS AND CONDITIONS CONTAINED IN THE CORPORATE WARRANTY DEED, RECORDED: OCTOBER 3, 1980, INSTRUMENT # 103172344, RECORDS OF ADA COUNTY, IDAHO.
13. **AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
14. **AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**

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.

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 BOISE CITY ORIGINAL TOWNSHIP 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 BE OVER, UNDER, ACROSS OR UPON THAT PORTION OF SUBJECT PROPERTY REFERENCED HEREIN AS VACATED STREET OR ALLEY, VACATED BY ORDINANCE NO. 2671, RECORDED: JUNE 1965, INSTRUMENT NO.: 615705, BOOK 51 OF MISCELLANEOUS RECORDS AT PAGE 827, RECORDS OF ADA COUNTY, IDAHO.
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY) TERMS AND CONDITIONS CONTAINED IN A BOYAN TEMPORARY LEASE 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.: 110078990, RECORDS OF ADA COUNTY, IDAHO.
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN A/AN ORDINANCE NO. ORD-45-20, RECORDED: DECEMBER 1, 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 FUTURE 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 FUTURE 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 FUTURE 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: MAY 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 FUTURE 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 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**

Attachment 2 Legal Description of the Property

Agency Parcel: 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Attachment 3

Schedule of Performance

Block 68 South DDA - Schedule of Performance

Action	Due	Section	Notes
Title Report	Prior to Effective Date	03.2	Developer received a Title Commitment for the Agency Parcel (Attachment 5) and underlying title documents ("Title Report").
Effective Date	12/12/2022 *Assumed; performance dates to be automatically adjusted if Effective Date is later than 12/12/2022	16.8	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 the Property to Agency
Title Objections	30 days from Effective Date	03.2	Developer will notify Agency of any objections it may have with respect to the title report. Failure to give notice within 30 days will be deemed approval of matters in the Title Report.
Response to Title Objections	30 days after receipt of the Title Objections	03.2	Agency will notify Developer that it (a) will cause or (b) elects not to cause any or all Title Objections to be removed or insured by the Title Company. Failure to notify Developer within such 30 day period will be deemed an election by the Agency to not remove or insure Title Objections.
Terminate/Waive/Propose Abatement	Within 20 days from receipt of CCDC's Response to Title Objections	03.2	Developer may (a) terminate the Agreement; or (b) waive such Title Objections; or (c) propose an abatement or reduction in the purchase price.
Response to Developer	Within 5 business days from Developer's Response	03.2	Agency will accept or reject Developer's response to the Title Objections.
Open Escrow	Within 5 business days of the Effective Date [12/17/2022]	07.2	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 [01/11/2023]	2.7	A copy of Developer's Operating Agreement will be provided to Agency within thirty (30) days of the Effective Date.
Revised Design	Within 60 days of the Effective Date [2/10/2023]	09.4	Developer will submit an updated design for the Mixed-Use Housing and Mobility Hub Project to the Agency Executive Director to include certain updates to the Scope of Development (listed in DDA).
Mobility Hub Proposal	Within 90 days of the Effective Date [3/13/2023]	05.2	Developer shall submit to Agency's Executive Director a proposed construction contract for the Mobility Hub, together with information concerning Mobility Hub ownership structure, parking operations and management (listed in DDA).

Mobility Hub Proposal Updates	At least every 60 days following the receipt of a complete submission if changes are made from the last submission	05.2	Mobility Hub updates until the Parties reach agreement on the final condo plat; PSA; Master Declaration of Restrictions; CCR; Parking Management Agreement and Parking Operations Agreement.
Schematic Design Documentation	Within 120 days of the Effective Date [4/11/2023]	09.5	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 business days of a Complete Submission of the Schematic Design Documentation	09.5	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	09.5	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	09.5	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	09.5	Developer will resubmit Schematic Design Documentation, modified to conform to the Agency's requirements, for Executive Director approval.
Type 4 Agreement	Within 120 days of the Effective Date [4/11/2023]	12.1	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 Schematic Design Documentation	6.2	Developer shall submit to Agency and the Reuse Appraiser the data required to prepare the Reuse Appraisal for the Project, and will promptly supply any supplemental data requested. Agency will engage Valbridge Property Advisors to perform the Reuse Appraisal.
Design Development Drawings	Within 180 days of the Effective Date [6/12/2023]	09.6	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 Revised Design and Schematic Design Documentation.
Agency Review of Design Development Drawings	Within 21 days of receipt of a complete submission	09.6	Agency's Executive Director will approve or disapprove in writing.
Letter of Intent: Agency Garage Unit	On or before June 30, 2023	05.1	The Parties agree to enter into a letter of intent specifying the purchases price and number of stalls for the Agency 's purchase of the Agency Garage Unit for the Purchase and Sale Agreement.

Evidence of Financing	Within 210 days of the Effective Date [7/10/2023]	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.
Purchase and Sale Agreement: Agency Garage Unit	Within thirty (30) days of the effective date of the letter of intent [07/31/2023]	05.1	The Parties will execute the Purchase and Sale Agreement for the Agency Garage Unit within thirty (30) days of the effective date of the letter of intent.
Condominium Declarations and Parking Agreements	120 days prior to Closing	09.6.2	Developer shall submit to Agency and other purchasers of condominium and/or users of the Mobility Hub for review and approval, or consent: the condo plat; PSA; Master Declaration of Restructions; CCRs; and Parking Management Agreement
Agency Review of Condo Decs and Parking Agreements	Within 30 days of receipt of a complete submission	09.6.2	Agency will promptly review and provide comments to Developer within 30 days of receipt.
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	09.7	Developer shall submit to the Executive Director the Final Construction Documents with a chart clearly showing any changes from the approved 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 business days of a Complete Submission of the Final Construction Documents	09.7	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	09.10	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	09.11	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 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	09.11	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	07.2.1	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 & 7.1.2	Purchase Price is \$6,075,000. 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	07.2.3	Agency shall deliver to Escrow Agent documents listed in the DDA
Developer Deliveries to Escrow	On or before the scheduled Closing	07.2.4	Developer shall deliver to Escrow Agent documents listed in the DDA
Agency Conditions to Closing	Prior to Closing	07.3.1	See list in DDA. Agency may waive any Conditions in Section 7.3.1 in writing signed by Agency and delivered to Developer (Section 7.5).
Developer Conditions to Closing	Prior to Closing	07.3.2	See list in DDA. Developer may waive any Conditions in Section 7.3.2 in writing signed by Developer and delivered to Agency (Section 7.5)
Closing	Within 10 days of all closing conditions being met or waived and no later than December 31, 2023	07.2.2	Closing shall occur within 10 days after all Agency and Developer Closing Conditions (Sections 7.3.1 and 7.3.2) 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	07.2.2, 7.2.6 & 07.6	In the event Agency and Developer Closing Conditions (Sections 7.3.1 and 7.3.2) 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 Property	Within 60 days of Closing	03.4	Within 60 days of Closing, the City will issue a permit and Developer will commence demolition and clearance on the Site.
Construction Reporting	Monthly following Closing	09.12.1	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	09.12.4	Agency will provide 48-hour notice before accessing property.
Project Completion	Project Construction Completed No Later Than June 1, 2026	07.1	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 15.6. Any extension will be agreed upon in writing by Agency's Executive Director.
Certificate of Completion	Promptly after Project Completion	11.1	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 11.1 have been met.
Request for Purchase Price Adjustment	Upon issuance of Certificate of Completion, and on or before March 30, 2026 as may be extended in Section 15.6	11.3	Developer shall submit to Agency a request for a purchase price adjustment with supporting documents/information outlined in Section 11.3 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	11.3(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	11.3(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 rebusmission.
Remit Residual Land Value	Within 30 days of Agency's Approval of the Purchase Price Adjustment Request	11.3(d)	Agency shall remit to Developer up to \$6,075,000.00.
Reference Items			
Agency Representations		8.2	See list in DDA
Agency has right of reasonable review		9.8	
Submission of Documents for Approval		16.2	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		16.11	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		10	
Curing Defaults	Within 60 days of Notice	14.2	
Dispute Resolution		16.5	

Attachment 4

Mobility Hub Project Document Framework

ATTACHMENT 4

MOBILITY HUB PROJECT DOCUMENT FRAMEWORK

This Mobility Hub Project Document Framework (the “Document Framework”) outlines the substantive documents concerning the development, management and operation of the proposed Mobility Hub Project and the Agency’s acquisition of a separate condominium unit as described and defined in the Block 68 South Disposition and Development Agreement (“Agreement”) and as will be more definitively stated in the Parking Agreements as defined in the Agreement. For purposes of this Document Framework, the defined terms of Agency and Developer apply as stated in the Agreement. All other capitalized terms not otherwise defined herein will have the meaning ascribed in the Agreement. Collectively, the Agency and Developer may be referred to as the Parties.

The Parties, together with all other necessary parties, agree to cooperatively negotiate and ultimately execute the various documents referred to in this Document Framework substantively as stated.

BACKGROUND

A. Developer will acquire from Agency that certain real property located at 1010 W. Jefferson Street, Boise, ID 83702, as depicted and legally described on Attachments 1 and 2 of the Agreement (the “Property”). The Property is being developed as part of a mixed-use development with a variety of commercial, retail, residential, and parking uses located therein (the “Project” as defined in Section 2.5 of the Agreement).

B. Developer intends to develop and improve the Property and construct the Mobility Hub Project as defined and described in the Agreement.

C. Developer will create a condominium regime for the Mobility Hub Project, creating various units for parking use. The area of the Mobility Hub Project to be owned by Agency will be a separate condominium unit (the “Agency Garage Unit”).

D. Developer desires to develop, sell, transfer, and convey the Agency Garage Unit and Agency desires to purchase the Agency Garage Unit as generally set out in this Document Framework.

PRELIMINARY PARKING TERMS, INCLUDING ACQUISITION AND CONDOMINIUM DOCUMENTS

1. PURCHASE AND SALE. Developer agrees to sell and convey the Agency Garage Unit to Agency and Agency hereby agrees to purchase the Agency Garage Unit from Developer.

2. PURCHASE PRICE. The purchase price for the Agency Garage Unit is contemplated to be the sum of Ten Million, Nine Hundred Thousand Dollars (\$10,900,000) (the "Purchase Price") for a minimum of 200 parking spaces (the "Parking Spaces") within the Mobility Hub Project. The Purchase Price and/or the Parking Spaces will be subject to a reconciliation following review of additional information to be provided by the Developer pursuant to the Agreement. Agency agrees to pay the Purchase Price in cash as set forth below:

- Agency progress payment of 25% of the Purchase Price at 25% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 25% of the Purchase Price at 50% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 25% of the Purchase Price at 75% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 15% of the Purchase Price at completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor; and
- Final Agency payment of 10% of the Purchase Price deposited in escrow at completion of the Mobility Hub Project pursuant to the conditions above until one hundred and twenty (120) days following the completion of the Mobility Hub Project such that it can be used for its intended use and can be occupied.

Agency's Purchase Price shall include, in addition to the Parking Spaces within the Agency Garage Unit, the cost of shell and core for the BikeBOI facility within the Mobility Hub Project, which shall be identified as a part of the Agency Garage Unit and transferred to the Agency upon completion and recordation of the condominium regime documents and payment of the Purchase Price. Agency shall be responsible for installation of improvements to the BikeBOI facility above the costs of the shell and core.

3. DESIGN AND MANAGEMENT. The Mobility Hub Project, which includes the Agency Garage Unit shall be designed and developed in compliance with the Agency Parking Structure Design Guidelines in effect as of the effective date of the Agreement. The Mobility Hub shall be designed and managed for the use of the general public, 24 hours a day, 365 days a year.

4. RESERVED

5. RESERVED

6. CONDOMINIUM DOCUMENTS. Developer shall develop the Mobility Hub Project pursuant to the Agreement and shall condominiumize the Mobility Hub Project, for purposes of sale to Agency, the YMCA, and others. Parties acknowledge that in furtherance of the

development and construction of the Mobility Hub Project, that Developer shall prepare and submit to Agency, the YMCA, and other condominium owners for review and approval a condominium plat for the Mobility Hub Project which shall include the Agency Garage Unit (the “**Condominium Plat**”) and a declaration satisfying the requirements of the Idaho Code to create a condominium (the “**Condominium Declaration**”). The Condominium Plat and Condominium Declaration are collectively referred to herein as the “**Condominium Documents**.” The Parties agree that as to the Mobility Hub Project, the forms of the Condominium Documents will be subject to mutually agreed upon refinement, adjustment, and modification throughout the development of the Mobility Hub Project by the Parties, the YMCA, and other condominium owners. The Agency’s approval of the final form of the Condominium Documents, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Agency agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the Condominium Documents. Agency and Developer agree to work together and with other interested parties, including the YMCA, in good faith and promptly to resolve any issues associated with the Condominium Documents. Upon Agency’s approval of the Condominium Documents, the purchase and sale agreement shall be amended to incorporate the legal description of the Agency Garage Unit that Agency will acquire derived from the Condominium Documents or condominium units upon recordation of the Condominium Documents. Developer shall have the right to further transfer, lease, condominiumize or subdivide its condominium unit to others for purposes of additional parking uses. However, all transfers by any condominium owner shall be specifically conditioned upon review and approval by Agency, and other condominium owners, which approval shall not be unreasonably withheld. Agency approves transfer of any portion of the condominium project other than the Agency Garage Unit to the YMCA

7. MASTER DECLARATION, GRANT OF EASEMENTS, AND COMMON AREA MAINTENANCE AGREEMENT. To the extent necessary, Developer and Agency, together with the YMCA and other condominium owners, shall negotiate and approve a Master Declaration, Grant of Easements, and Common Area Maintenance Agreement (the “**Master Declaration and CAMA**”) for the Project, on or before December 31, 2023. The Agency’s approval of the final form of the Master Declaration and CAMA, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Agency agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the Master Declaration and CAMA. Agency and Developer agree to work together and with other interested parties, including the YMCA, in good faith and promptly to resolve any issues associated with the Master Declaration and CAMA.

8. ADDITIONAL DOCUMENTATION. Developer and Agency acknowledge that due to the complexity of the development of the Project, including the construction and creation of the Mobility Hub Project and the Agency Garage Unit, their respective obligations hereunder, and the timing for completion of the construction of the Project, that financing of the construction and development of the Project necessitates their cooperative efforts. The documents related to this Project as set forth herein will require their joint efforts to satisfy certain obligations related to the lender financing of the development and construction of the

Project including, potentially, the execution and delivery of various documents related to the financing of the Project, including, but not limited to easements, subordinations, assignments and other related instruments required from time to time by financial entities for the initial construction loan and subsequent permanent financing for the Parties' respective interests in the Project.

9. CONSTRUCTION. Developer plans to commence construction of the Mobility Hub Project on or before February 28, 2024 (the "**Start Date**"), and have the Mobility Hub Project substantially completed on or before May 31, 2025 (the "**Completion Date**"). Agency and Developer understand and agree that the foregoing dates are tentative and may be extended with the Project to be completed on or before the date set forth in the Agreement.

10. RESERVED

11. RESERVED

12. AS-BUILT DRAWINGS. Developer shall provide as-built drawings of the Mobility Hub Project to Agency prior to closing of the purchase and sale agreement for the Agency Garage Unit. The as-built drawings shall be a revised set of drawings for the Mobility Hub Project submitted by the contractor that constructed the Mobility Hub Project upon completion of the construction of the Mobility Hub Project. The as-built drawings shall reflect all changes made in the specifications and working drawings during the construction of the Mobility Hub Project and show the exact dimensions, geometry, and location of all elements of the Mobility Hub Project. Provided Agency agrees that the as-built drawings for the Mobility Hub Project shall only be used in connection with the maintenance and operation of the Mobility Hub Project. Agency agrees that the as-built drawings will not be used in connection with the construction of another parking facility.

13. TIME OF SUBSTANTIVE COMPLETION OF THE GARAGE. Agency shall have the right to inspect the Agency Garage Unit prior to closing of the purchase and sale agreement for the Agency Garage Unit and determine that the Agency Garage Unit, as constructed, conforms to the Final Plans, in all material respects, as modified by agreement of the Parties, and subject to customary industry tolerances and variances.

14. TITLE INSURANCE, CLOSING CONDITIONS, REPRESENTATIONS, WARRANTIES, AND WARRANTIES OF CONSTRUCTION. Agency and Developer agree to include within the contemplated agreements standard conditions and processes concerning title insurance, due diligence, closing conditions, each party's representations, and warranties, including warranties of construction.

PARKING MANAGEMENT AGREEMENT

Developer shall prepare and submit to Agency, YMCA, and other necessary parties for review and approval a parking garage management agreement for the Mobility Hub Project

(the “**Parking Management Agreement**”). The Parking Management Agreement shall include appropriate provisions regarding the management and operation of the parking units and parking garage areas of the Mobility Hub Project and such other provisions as Developer, Agency, YMCA, and all other necessary parties determine are appropriate, that are not otherwise addressed in the Condominium Documents. The Agency’s approval of the final form of the Parking Management Agreement, in writing, is required as a condition to Closing. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Agency agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the Parking Management Agreement. Agency and Developer agree to work together and with other interested parties, including the YMCA, in good faith and promptly to resolve any issues associated with the Parking Management Agreement. The Parking Management Agreement shall apply only to the management and operation of the Mobility Hub Project and not the Mixed-Use Housing Project, as defined in the Agreement.

The Parking Management Agreement shall address and provide the following:

1. PURPOSE. The Parties acknowledge the improvement, use, operation, and maintenance of the Mobility Hub Project shall: (a) provide safe, accessible parking for customers; (b) ensure unobstructed (subject to traffic control) ingress, egress, and location identification, including directional signage within the Mobility Hub Project; and (c) maximize the interests of Developer, Agency, YMCA, and other condominium owners for the benefit of their respective customers. The Mobility Hub Project shall be operated as a self-park, public parking facility that is included within the system owned and operated by Agency currently under the brand name “ParkBOI” and as defined in the Agreement.

2. JOINT OPERATION. The Mobility Hub Project comprises approximately 553 parking spaces within the condominium project. The Mobility Hub Project will be operated as a single facility creating an inventory of approximately 553 parking spaces allocated for (1) Developer ownership, (2) Agency ownership, (3) YMCA ownership, (4) other potential users and ownership interests, and (5) use by their respective customers, which includes the public (the “Permitted Users”). The total number of parking spaces and the allocation of such spaces will be agreed upon by the Parties, the YMCA, and other interested parties prior to Closing subject to reconciliation following review of additional information to be provided by the Developer pursuant to the Agreement.

2.1 The Parties shall each, as to their respective units in the condominium and their undivided interests in the condominium’s common areas, throughout the term of the Parking Management Agreement, together with the condominium association, keep open to customers the means of access including vehicle ramps within the Mobility Hub Project and the common areas at all times when the Mobility Hub Project is open to the public.

2.2 The Mobility Hub Project shall be open to the public twenty-four hours per day, seven days per week, every day of the year, except during an emergency necessitating closure and for days and times when repairs are performed or capital improvements are

installed. Closure of the Mobility Hub Project, or limitations to areas that are portions of the Mobility Hub Project for the foregoing repairs or capital improvements shall be minimized and undertaken in a commercially reasonable manner in consultation with the Parties, condominium association, and the parking operator as such are defined.

2.3 The parking stalls shall be generally open and available for parking by users, subject to the following limitations:

a. Developer may transfer, lease, condo, and/or sub-condo the parking spaces other than those in the Agency Garage Unit for use by the YMCA and other future users and owners. It is anticipated parking spaces will be comingled and any parker within the Mobility Hub Project may park in any available parking stall. All parking stalls will be operated and managed by ParkBOI.

b. Agency shall designate sixty-five (65) parking passes related to the Agency Garage Unit for use on a first come first served basis for tenants of the Workforce Housing Project. The designation and use of such sixty-five (65) parking passes shall be addressed in the Parking Management Agreement. These sixty-five (65) passes do not provide for designated or reserved spaces, but just an allocation of parking passes.

c. The Parties acknowledge that the number of parking stalls that Developer is constructing within the Mobility Hub Project are generally necessary to meet the parking needs of the uses planned for the Project. As such, the parking operator and the Parties, the YMCA, and other condo owners shall manage the Mobility Hub Project so as to ensure that upon completion of the Project, adequate monthly parking passes and short term parking are available for the tenants and the customers of the Project.

2.4 All of the parking spaces located within the Mobility Hub Project shall be available on a first come first served basis, and all potential parking customers shall have the same right of access and use to the Mobility Hub Project as any other parking customer generally.

2.5 The Mobility Hub Project shall be operated as a public parking facility and part of ParkBOI, subject to the terms and conditions of the Parking Agreements.

3. MAINTENANCE AND OPERATION OF THE GARAGE BY THE PARKING OPERATOR. The Agency or condominium association shall contract with a parking garage management company ("Parking Operator") to operate and maintain the Mobility Hub Project in accordance with the terms of the Parking Agreements by implementing the Mobility Hub Project maintenance obligations set forth in the Condominium Declaration. The Parking Operator shall be selected by Agency and shall be pursuant to and adhere to the standards set forth in the

Parking Operations Agreement for the Mobility Hub Project ("Parking Operations Agreement") together with applicable state and federal law. It is contemplated by the Parties that the Parking Operator shall be the same operator selected by Agency to operate and manage ParkBOI, the system owned and operated by Agency, unless Developer, YMCA, or other condominium owners raise commercially reasonable objections to the selection of such operator, at which point Developer, Agency, YMCA and other condominium owners shall confer to identify the objections, solutions to those objections, and if they are valid, then the Parking Operator shall be selected pursuant to a subsequent procurement process in compliance with Agency's Parking Management Plan and applicable state and federal law. The condominium association shall not enter into Parking Operations Agreement with the Parking Operator except with the consent and approval of the condominium owners as set forth in the Condominium Documents which shall not be unreasonably conditioned, delayed, or withheld. The Parking Operator's agreement with the condominium association shall be tied to a budget and plan approved in writing by the condominium owners. The Parking Operator shall coordinate with the condominium owners and the condominium association to ensure that its maintenance and operation of the Mobility Hub Project is consistent with the requirements of all construction or material warranties conveyed to the Parties upon completion of construction of the Mobility Hub Project, or that may be obtained by the Parties in the course of future maintenance, operation, replacement or repairs, it being the goal of the Parties that all warranties relating to the Mobility Hub Project be preserved to the extent reasonably possible.

4. MAINTENANCE AND OPERATION STANDARDS FOR GARAGE. The Parking Agreement shall address the Maintenance and Operations Standards for the Mobility Hub Project and shall include appropriate provisions for staffing, operating expenses, establishing an annual budget, insurance and the like.

5. ALLOCATED SHARE OF OPERATING EXPENSES AND REVENUE. The Parties acknowledge that operating expenses and revenue will be allocated among the Agency, Developer, YMCA, and other condominium owners based on the percentage of parking stalls owned.

6. PARKING RATES AND ALLOCATION OF STALLS. Fees for transient parking (hourly) and monthly parking pass holders use of the parking spaces within the Mobility Hub Project, will be negotiated by Agency, Developer, YMCA, and other condominium owners. The fees charged for the parking shall be at reasonable rates considering market conditions. Agency has authority to establish parking rates in the Agency Garage Unit in compliance with Agency parking policies, with input and discussion from Developer, YMCA, and other condominium owners. Parties acknowledge that they both have experience with the operation of parking garages and that in the interest of maximizing revenue and operational efficiencies, the parking will be managed to optimize use. Notwithstanding the foregoing parking management and operations shall be regularly evaluated by Developer, Agency, YMCA, and other condominium owners to ensure that the Mobility Hub Project functions in a commercially reasonable manner. The Parties commit to implement the Document Framework through consultation and communication with the YMCA and other condominium owners on an agreed upon interval.

Attachment 5

Title Report



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Commitment No. 22466601

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, TITLE RESOURCES GUARANTY COMPANY, a Texas 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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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



FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	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.trgc.com/privacypolicy		

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY 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 TITLE RESOURCES GUARANTY COMPANY 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>TITLE RESOURCES GUARANTY COMPANY 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>TITLE RESOURCES GUARANTY COMPANY 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.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne, a Title and Escrow Company
ALTA® Universal ID: 1065022
Commitment Number: 22466601

SCHEDULE A

1. Commitment Date: November 14, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$6,075,000.00
Proposed Insured:		Premium:	\$12,345.00

Block 68 South Development LLC

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 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

Title Resources Guaranty 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 a Commercial Owner's Affidavit. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the board of directors authorizing the proposed transaction, a shareholders resolution where applicable, and a good standing certificate evidencing that 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 is in good standing in the state of its incorporation. The Company may make additional requirements or exceptions upon disclosure of the same.
7. The Company will require a copy of the Operating Agreement and any amendment thereof for Block 68 South Investment LLC, an Idaho limited liability company, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.
8. The Company will require a copy of the Operating Agreement and any amendment thereof for Block 68 South Development LLC, an Idaho limited liability company, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.
9. The Company requires for its review a satisfactory 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 Block 68 South Investment LLC, an Idaho limited liability company. The Deed must be signed, delivered and recorded.
10. The Company requires for its review a satisfactory Warranty Deed from Block 68 South Investment LLC, an Idaho limited liability company to Block 68 South Development LLC, an Idaho limited liability company. The Deed must be signed, delivered and recorded.
11. NOTE: According to the available records, the purported address of the land referenced herein is:

1010 W Jefferson Street
Boise, Idaho 83702

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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12. 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.](#)

13. 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).

(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.

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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: R1013004553](#)

9. The land described herein is located within the boundaries of the City of Boise and is subject to any assessments levied thereby.

10. Terms and conditions contained in a/an Ordinance No. 6108.

Recorded: December 12, 2001

Instrument No.: [101131220](#), records of Ada County, Idaho.

11. Terms and conditions contained in a/an Ordinance No. ORD-45-20

Recorded: December 11, 2020

Instrument No.: [2020-171316](#), records of Ada County, Idaho.

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

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

(End of Exceptions)

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SCHEDULE C

Legal Description:

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.

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TitleOne
Authorized Agent for:
Title Resources Guaranty Company

File Number: 22466601

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

Anne Kunkel

kdm@givenspursley.com
(208)388-1273

anne@varinthomas.com
(208)584-1266

Legal Counsel
Anne Kunkel

anne@varinthomas.com
(208)584-1266

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

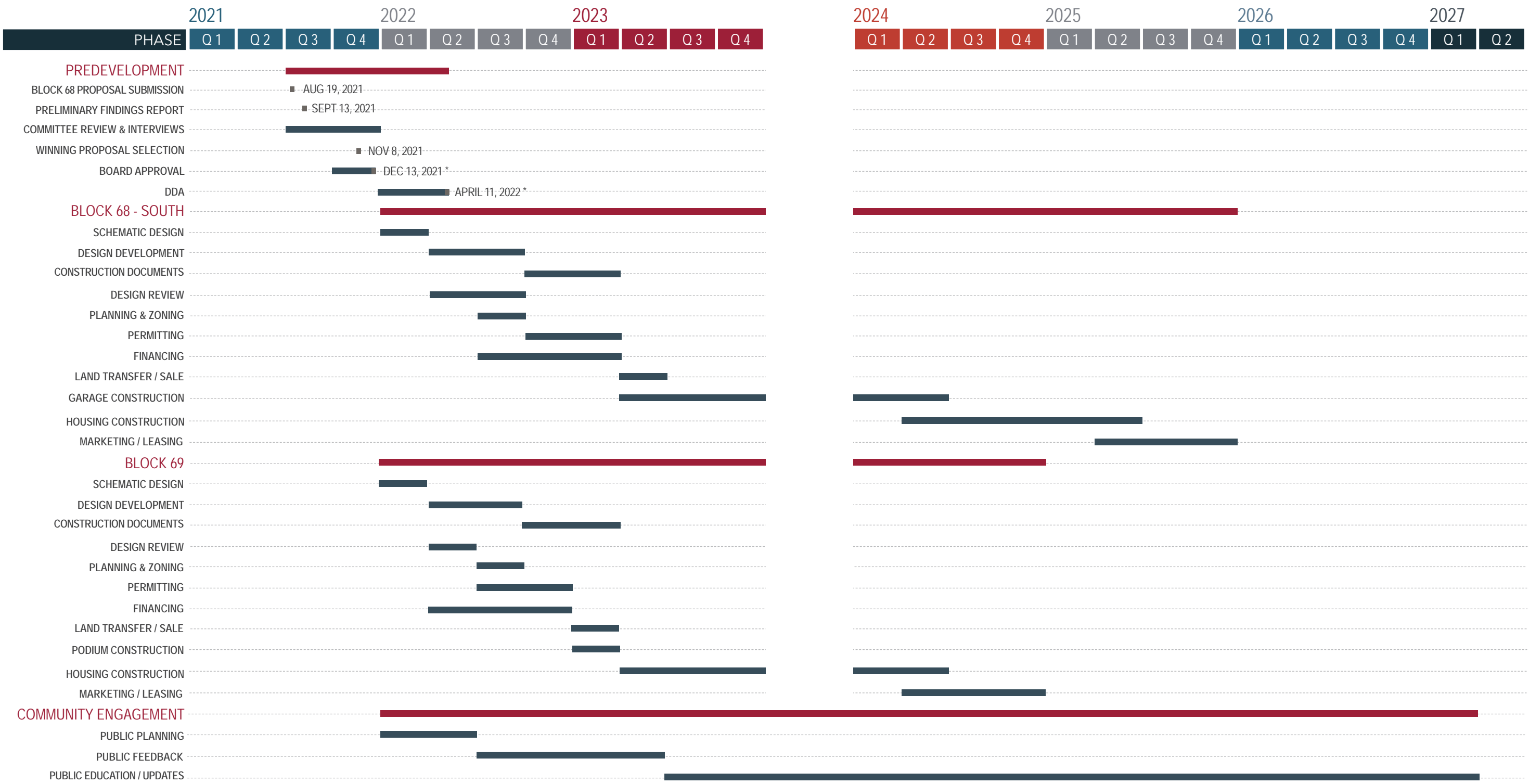
DEVELOPMENT TIMELINE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

DEVELOPMENT & TRANSACTION TIMELINE

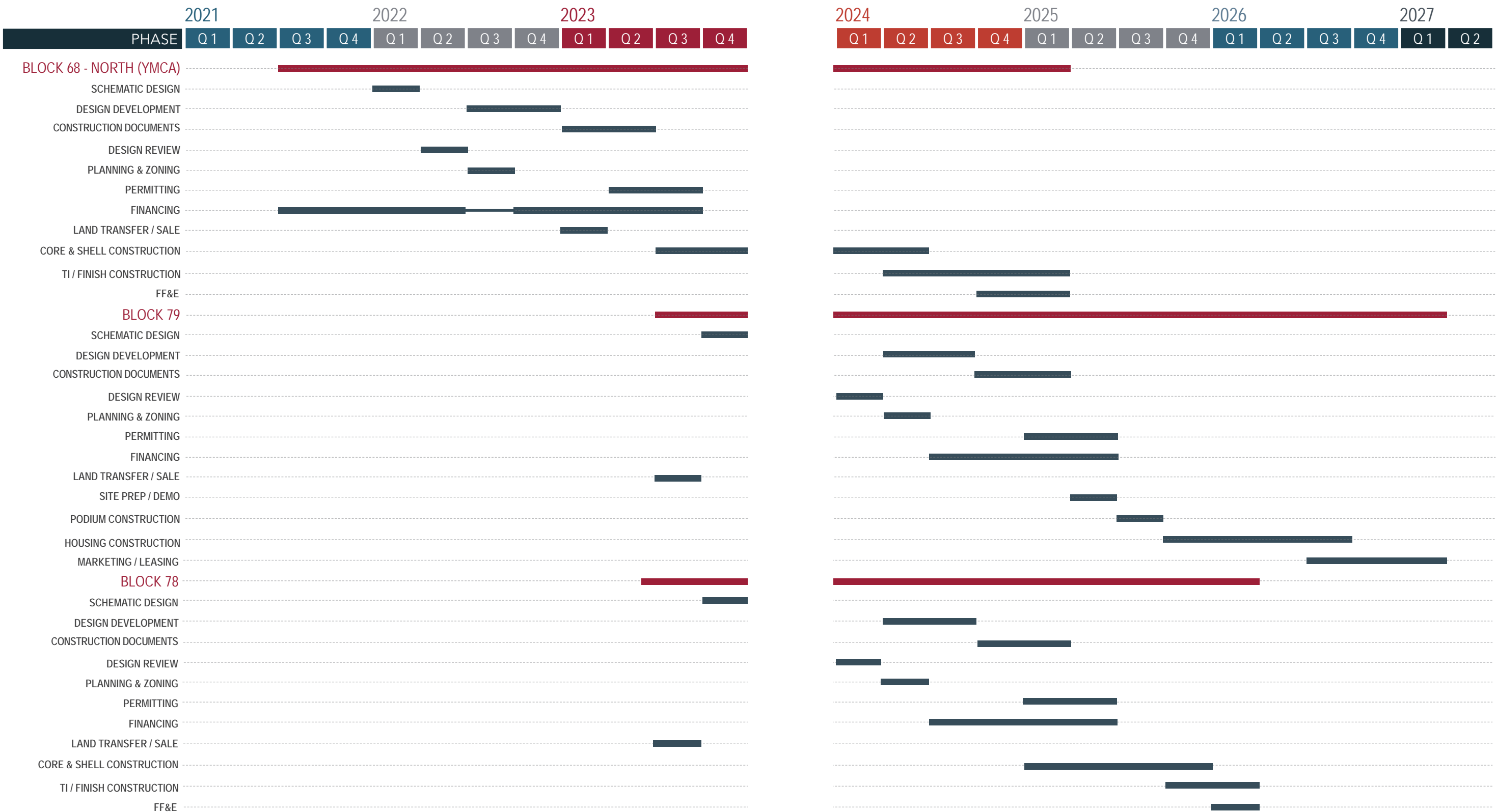
PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69



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.

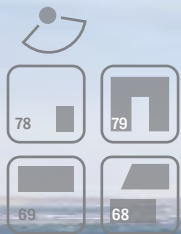
BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT DRAWINGS



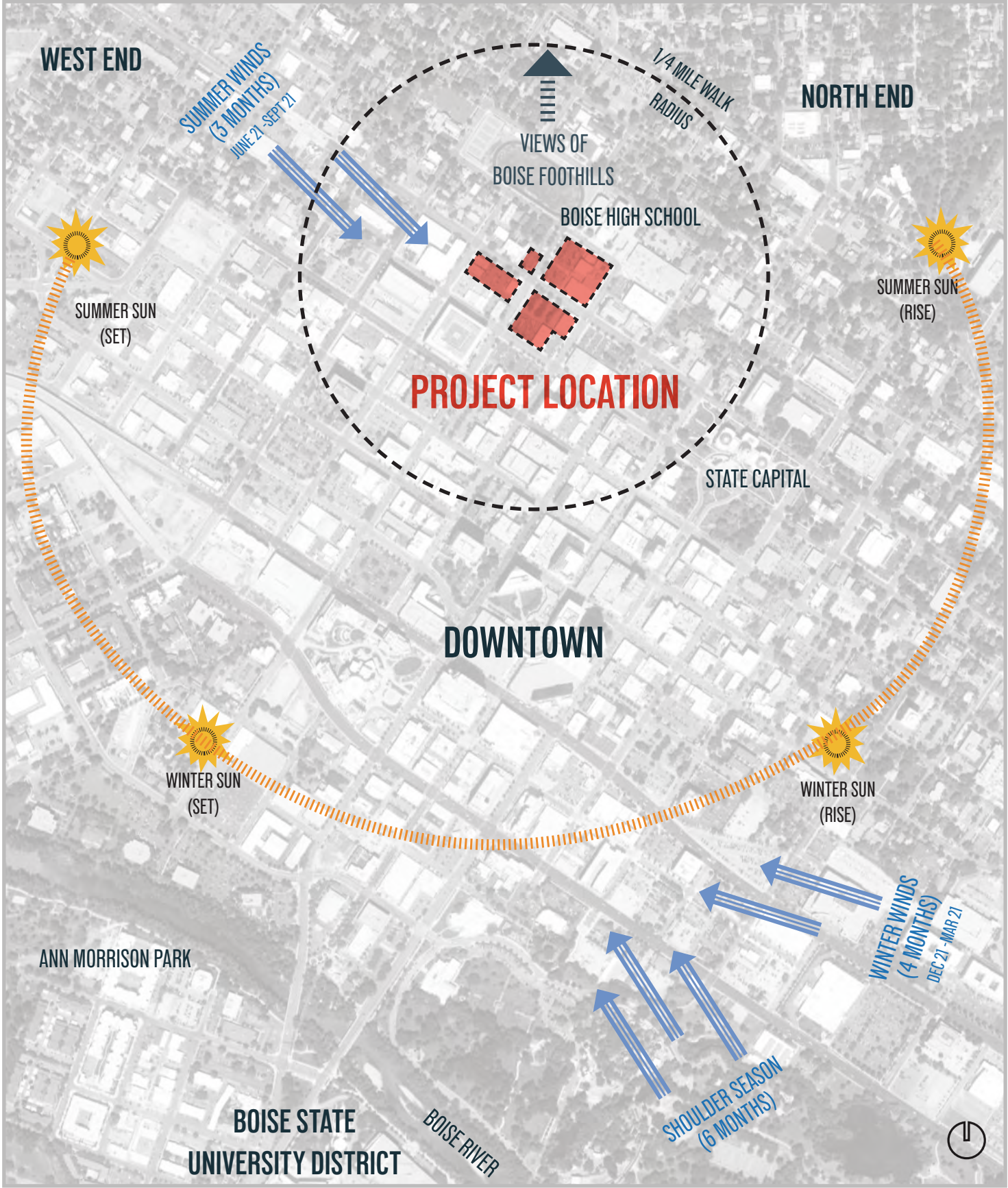
EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

GROW OUR HOUSING

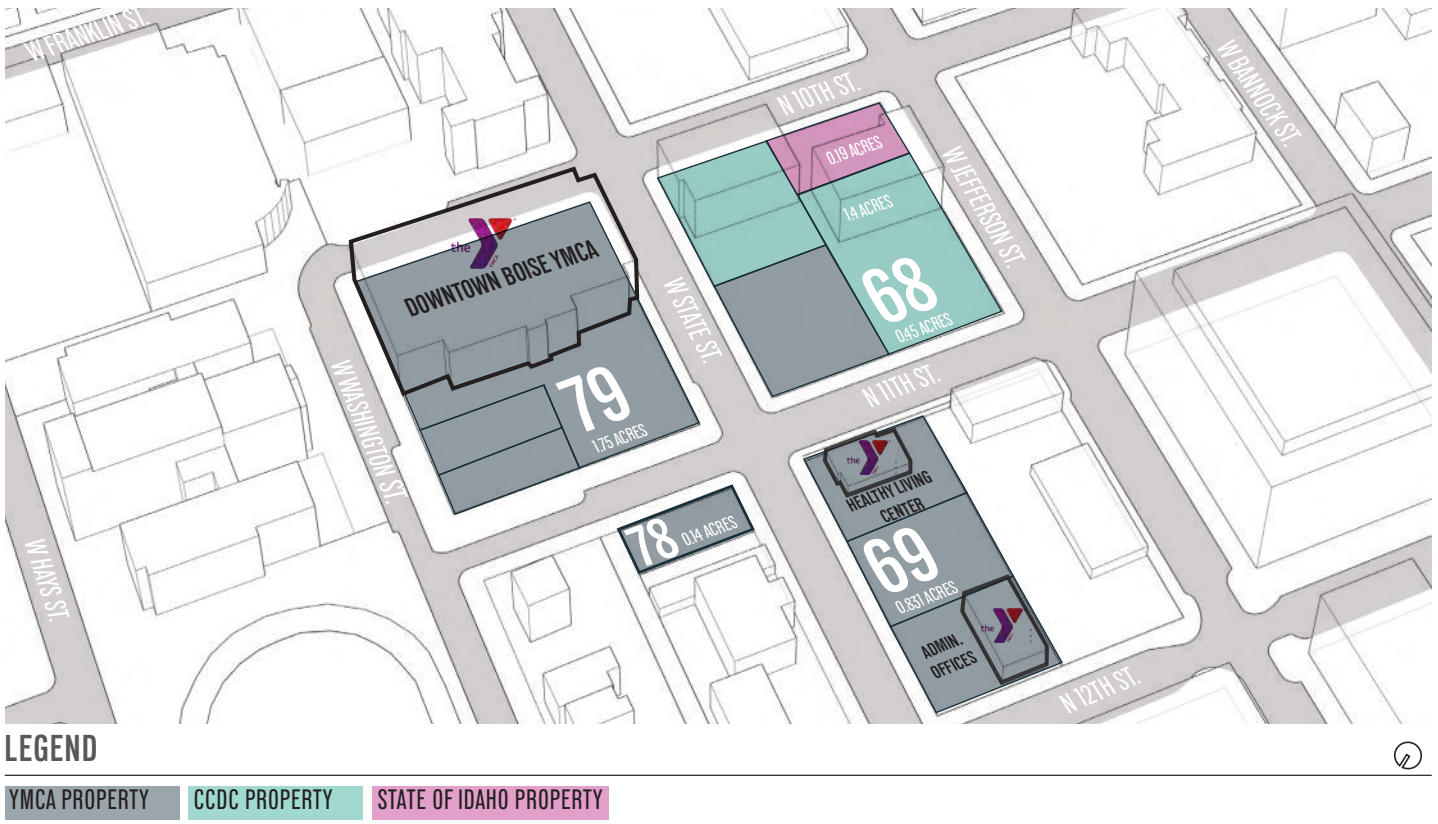


- NEIGHBORHOOD FEATURES:**
- 1. Boise High School
 - 2. First Presbyterian Church
 - 3. Hyatt Place
 - 4. 10 Barrel Brewing
 - 5. Yen Ching Restaurant
 - 6. First Interstate Bank
 - 7. Boise Cascade Company
 - 8. Idaho State Insurance Fund
 - 9. 1150 State St Plaza
 - 10. MCU Sports
 - 11. Lock Stock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

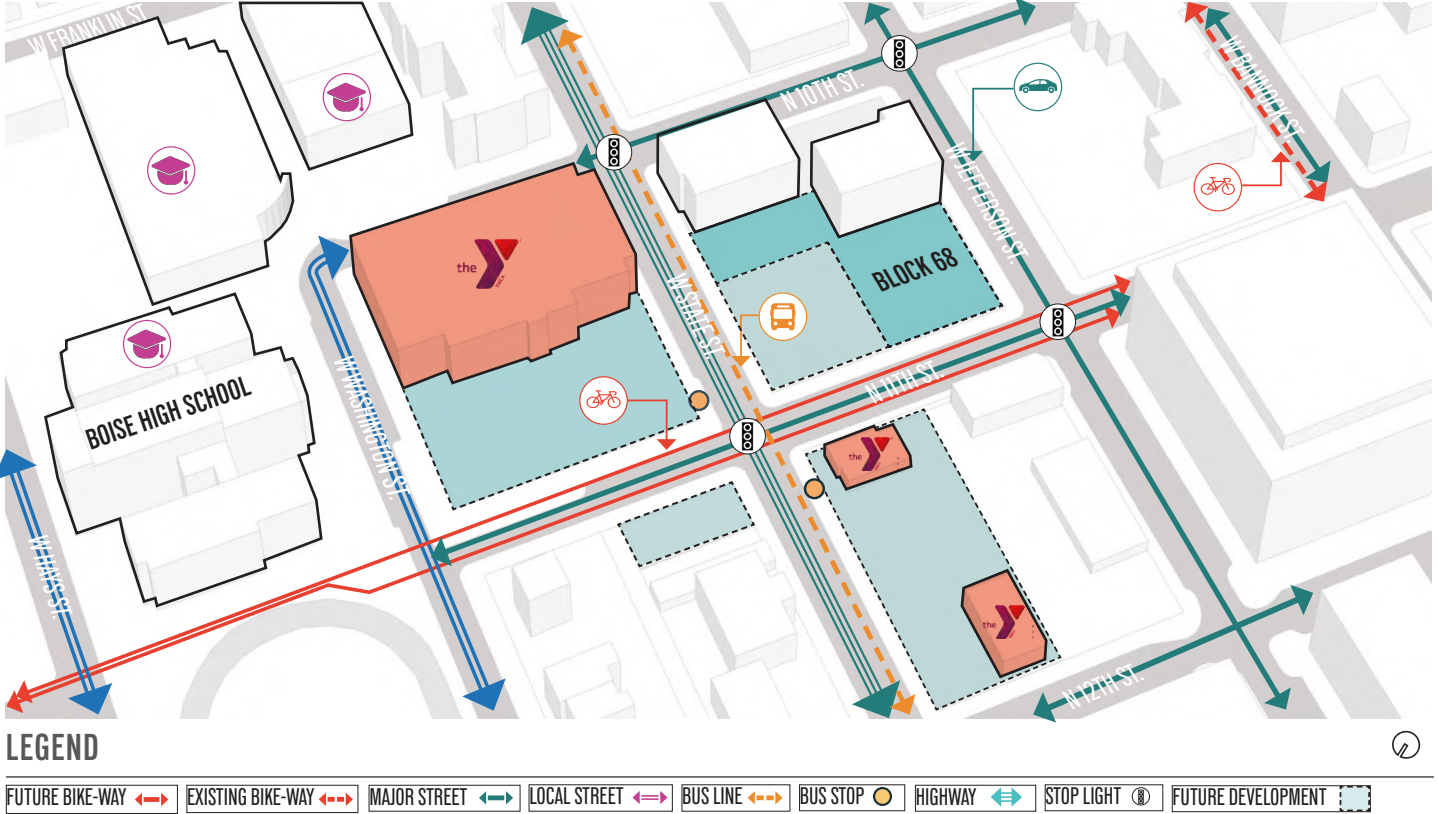
GROW OUR HOUSING
SITE ANALYSIS



CURRENT PARCEL OWNERSHIP



CIRCULATION / TRANSPORTATION



GROW OUR HOUSING

PROPOSED MASTERPLAN, MASSING, AND PROGRAM



VISIONARY OUTCOME

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

BLOCK 68		BLOCK 78	
230	Market-Rate Units	14,331 GSF	Creative Office
98,196 GSF	YMCA	2,547 GSF	Retail
14,078 SF	Child Development		
158 Stalls	Mobility Hub		
180 Stalls	Housing Parking		
131 Stalls	YMCA Parking		
BLOCK 69		BLOCK 79	
155	Affordable Units	176	Market-Rate Units
65	Market Rate Units	26,223 SF	Health/Education
10,185 GSF	Retail	8,102 SF	Retail
45 Stalls	Parking	88 Stalls	Housing Parking
		122 Stalls	Commercial Parking

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKE STORAGE
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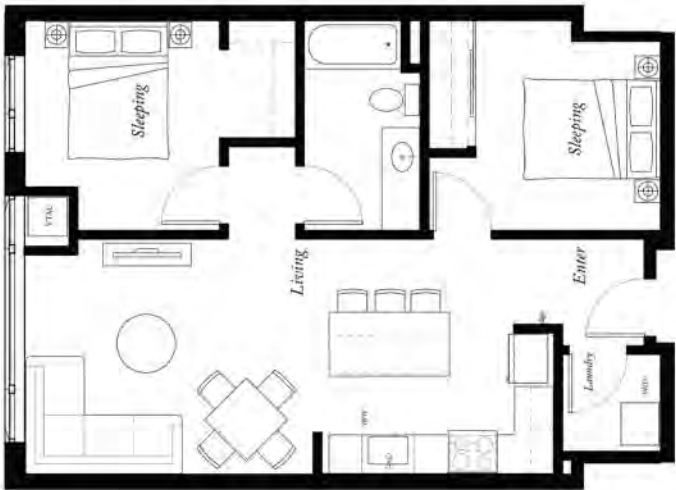
TYPICAL UNITS & FINISHES



STUDIO | 550 SF MIN
278 UNITS TOTAL



1 BEDROOM | 650 SF MIN
247 UNITS TOTAL



2 BEDROOM | 850 SF MIN
101 UNITS TOTAL



KITCHEN



LIVING

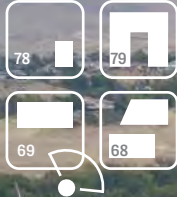


LOBBY



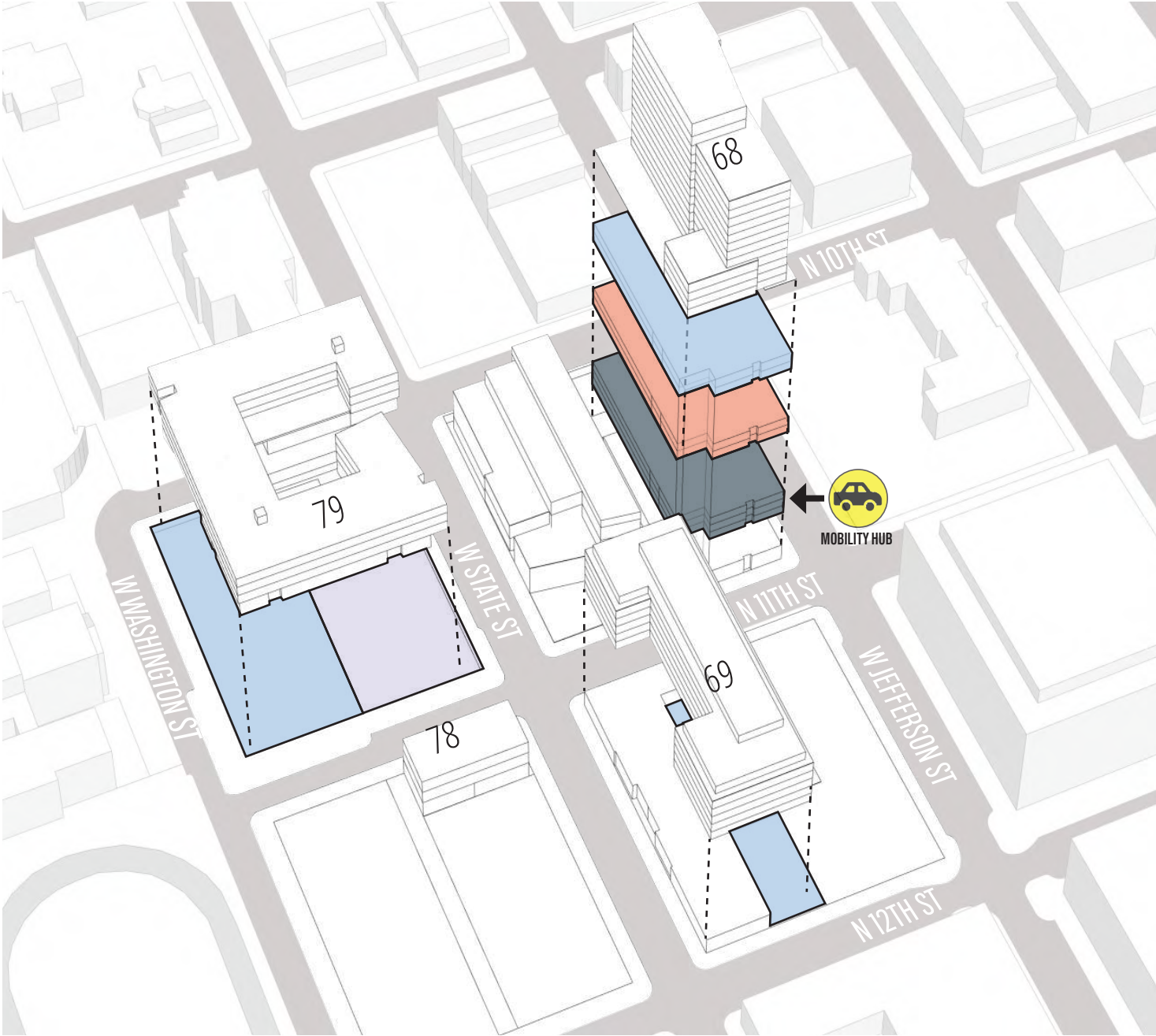
AMENITY

MOBILITY



MOBILITY

PARKING DISTRIBUTION



VISIONARY OUTCOME

724 Stalls Total Parking

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
180 Stalls	Housing	45 Stalls	Parking	0 Stalls	Parking	88 Stalls	Housing
158 Stalls	ParkBOI					122 Stalls	Commercial
131 Stalls	YMCA						

LEGEND

MOBILITY HUB PARKING YMCA PARKING RESIDENTIAL PARKING COMMERCIAL PARKING

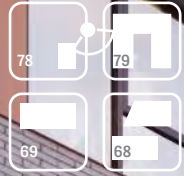
SITE FLOW & CONNECTION



NEIGHBORHOOD BIKE AMENITIES



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

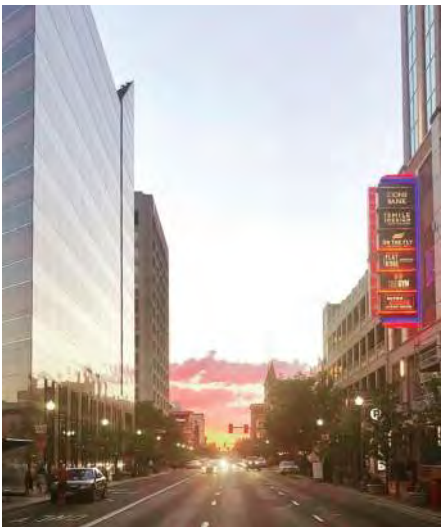


URBAN DEVELOPMENT & ARCHITECTURAL DESIGN
VISION



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

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



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN
ASPIRATIONAL IMAGERY



EXCEPTIONAL
BUILT
ENVIRONMENT
THAT
CONTRIBUTES TO
THE AUTHENTIC
NEIGHBORHOOD
FABRIC

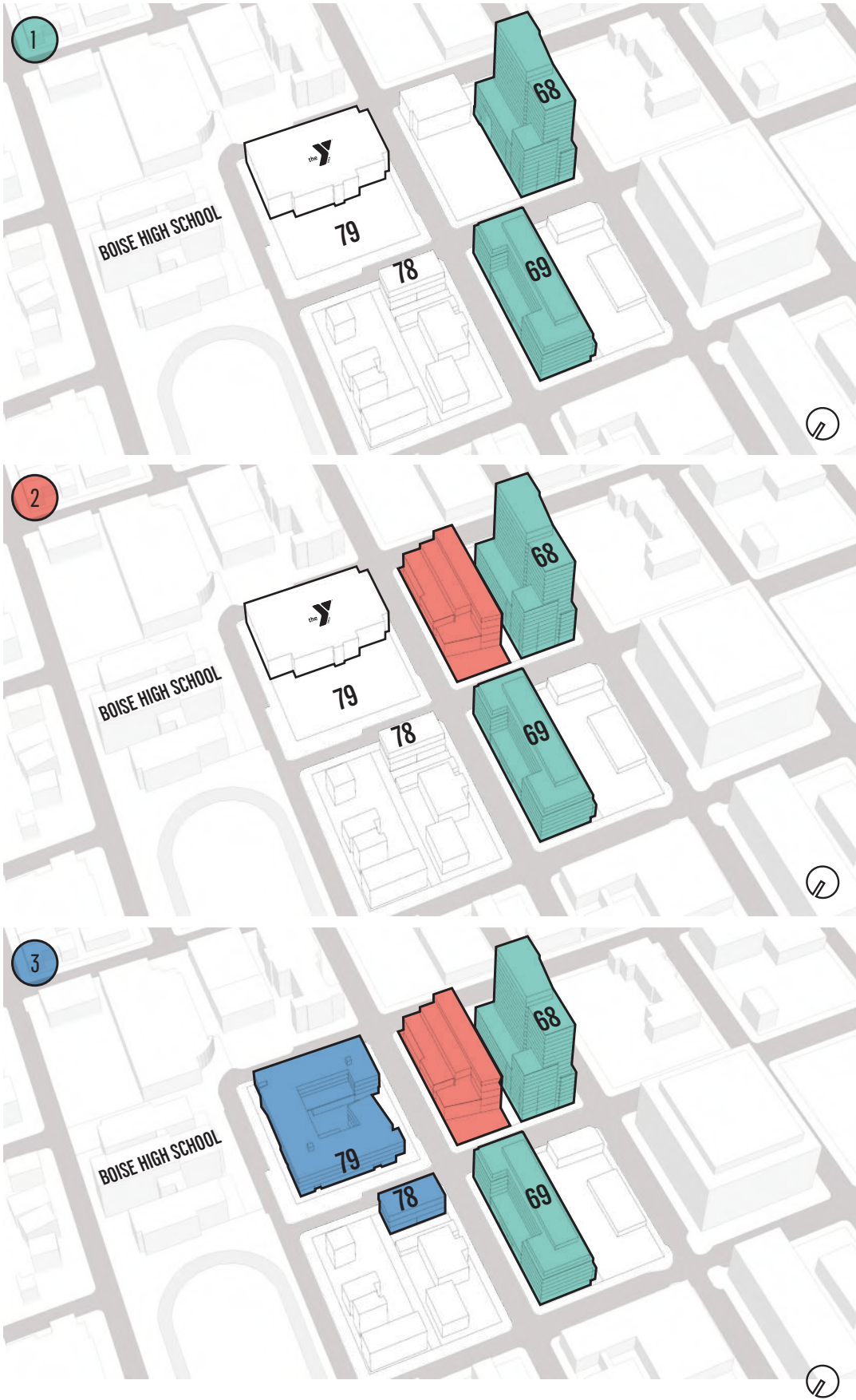


ASPIRATIONAL
ARCHITECTURE
THAT
INTEGRATES
GREEN
ARCHITECTURE
FEATURES AND
SYSTEMS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

PRIORITIES & BUILDING MASSING



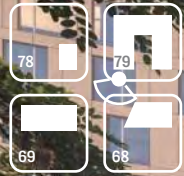
SITE LAYOUT



MASTERPLAN



FACADE DESIGN





FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

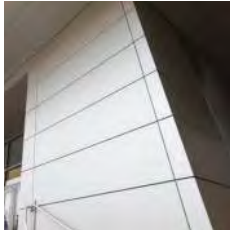
MATERIAL PALETTE BLOCK 68



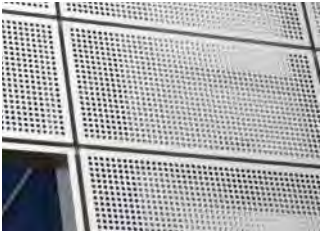
Mutual Materials: Face Brick
Style: Pewter - Mission
Size: Norman
Pattern: Stack Bond



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

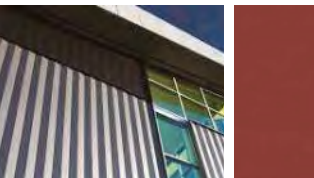


Fiber Cement Planks:
Oko Skin
Color: Oak
Pattern: Exterior Fasteners

MATERIAL PALETTE BLOCK 79



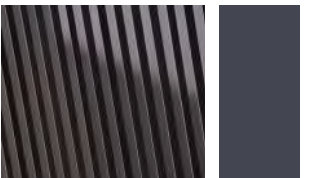
Mutual Materials: Face Brick
Style: Mediterranean - Mission
Size: Norman
Pattern: Running Bond



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	
						79,278 GSF	Parking
30 Stalls	Bikes					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

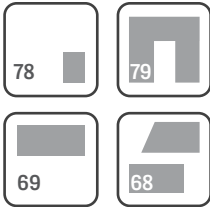
5,825 GSF
Office Space

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

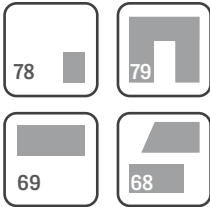
27,265 GSF
37 Units
Housing
Housing per Floor

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

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

URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 14-19

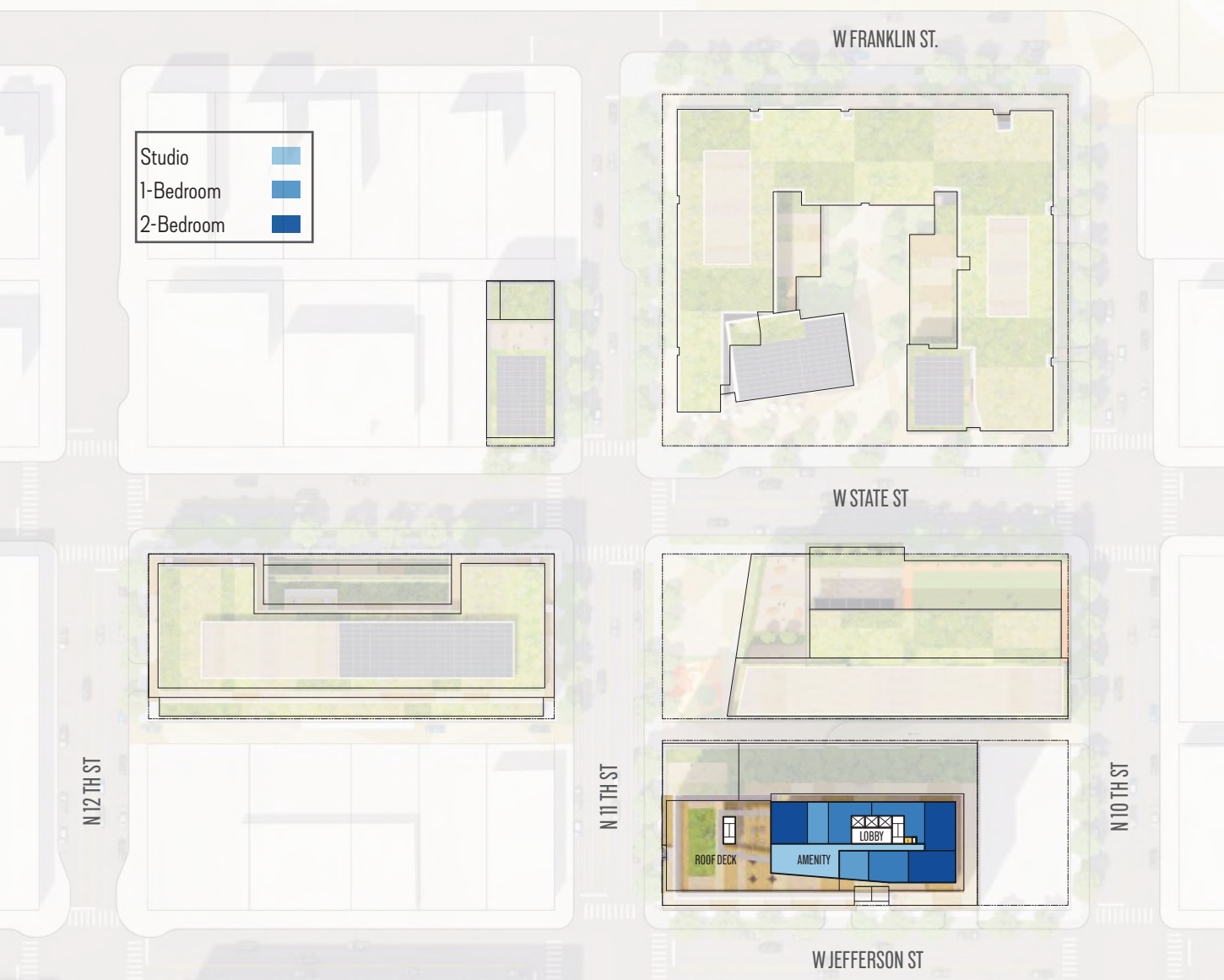


LEVELS 14-19
BLOCK 68 - SOUTH
15,602 GSF Housing
18 Units Housing per Floor



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 20



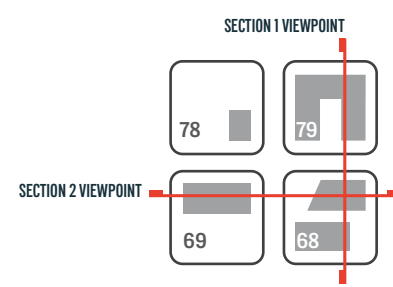
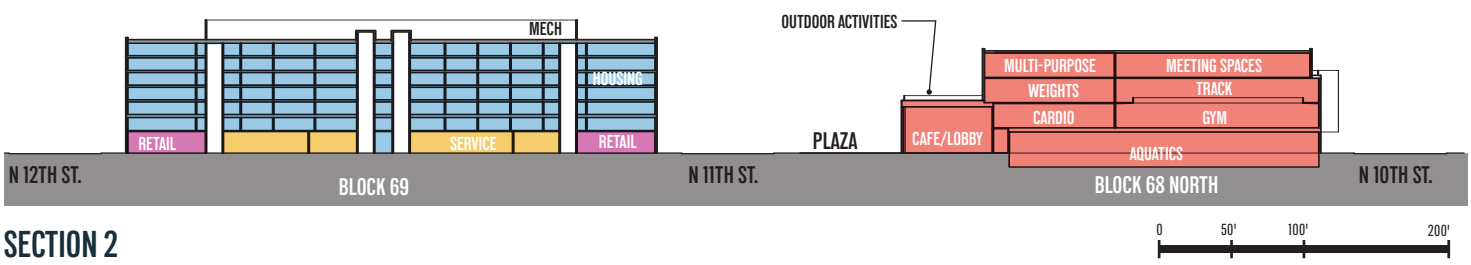
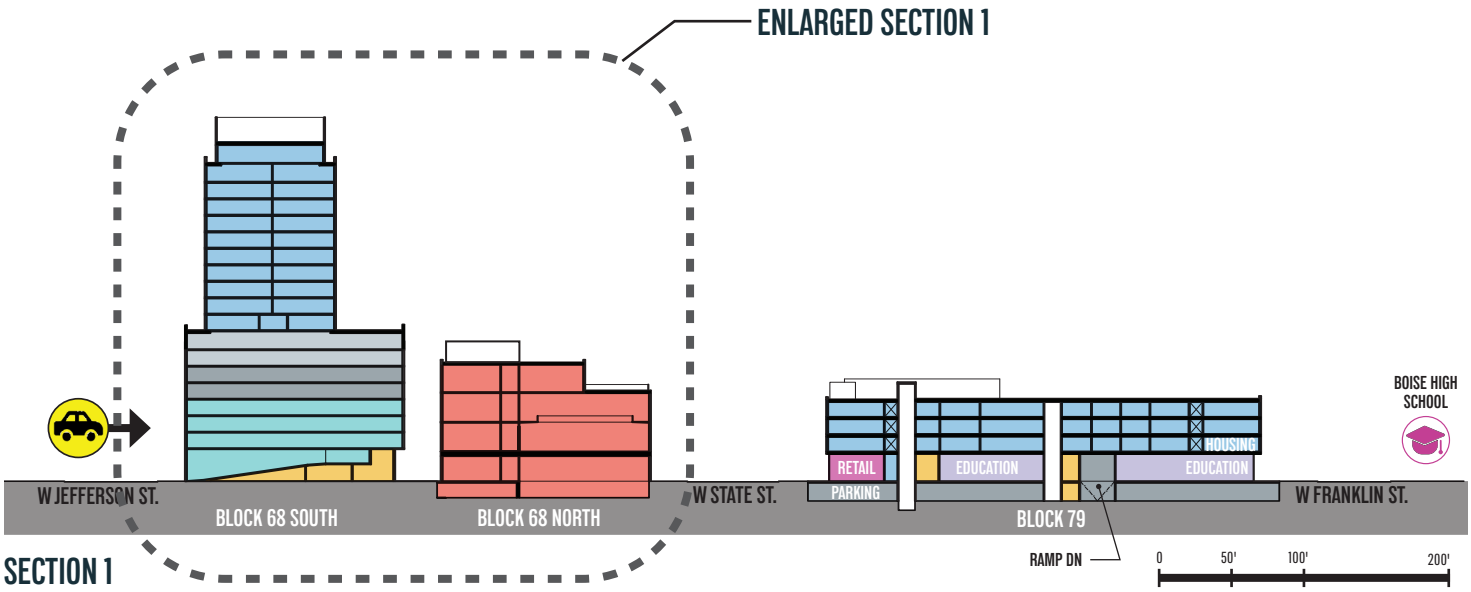
LEVEL 20
BLOCK 68 - SOUTH
9,879 GSF Housing
8 Units Housing per Floor
7,269 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

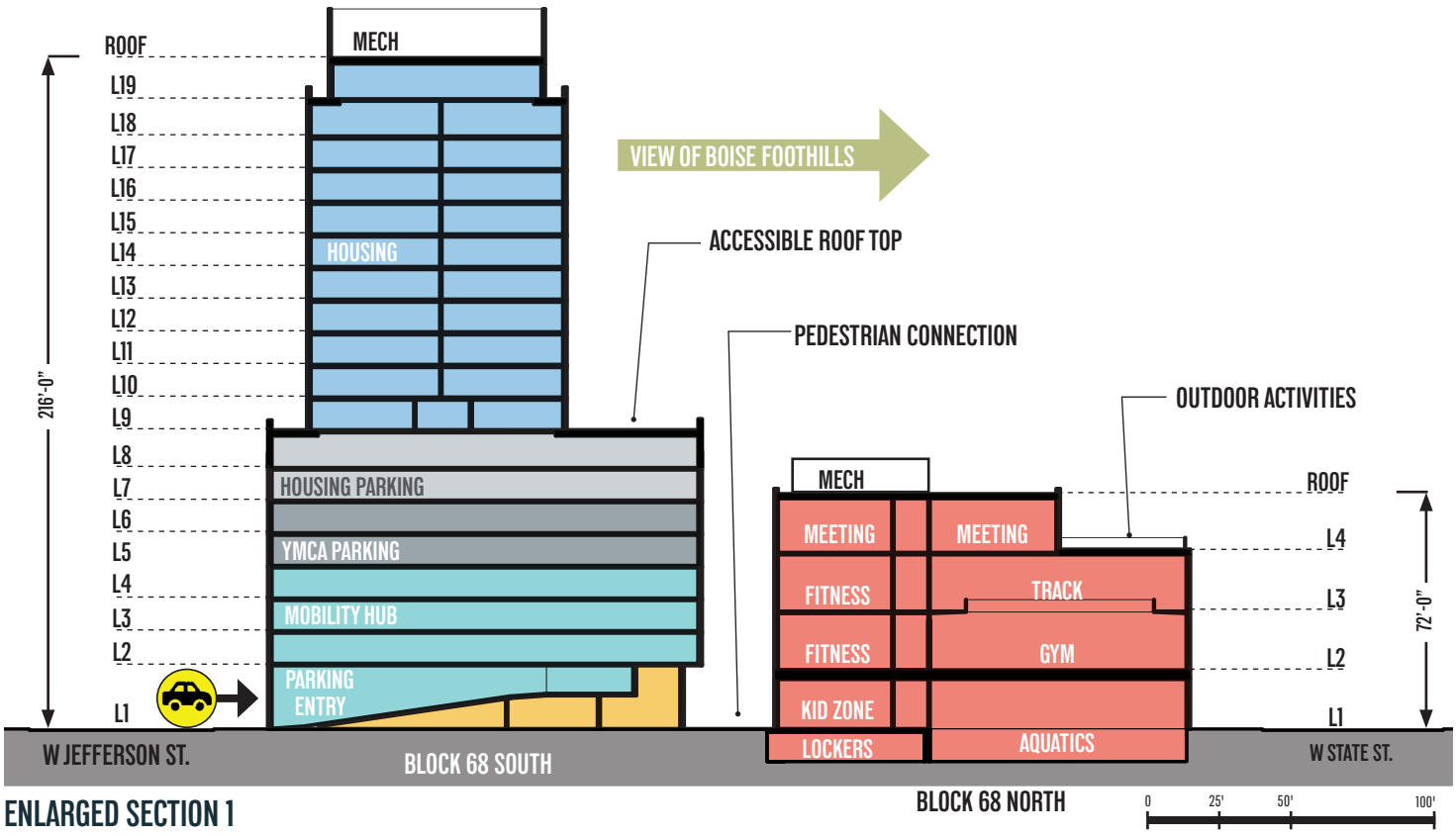
SECTIONS



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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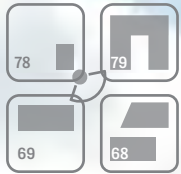
ENLARGED SECTION 1 - BLOCK 68



LEGEND

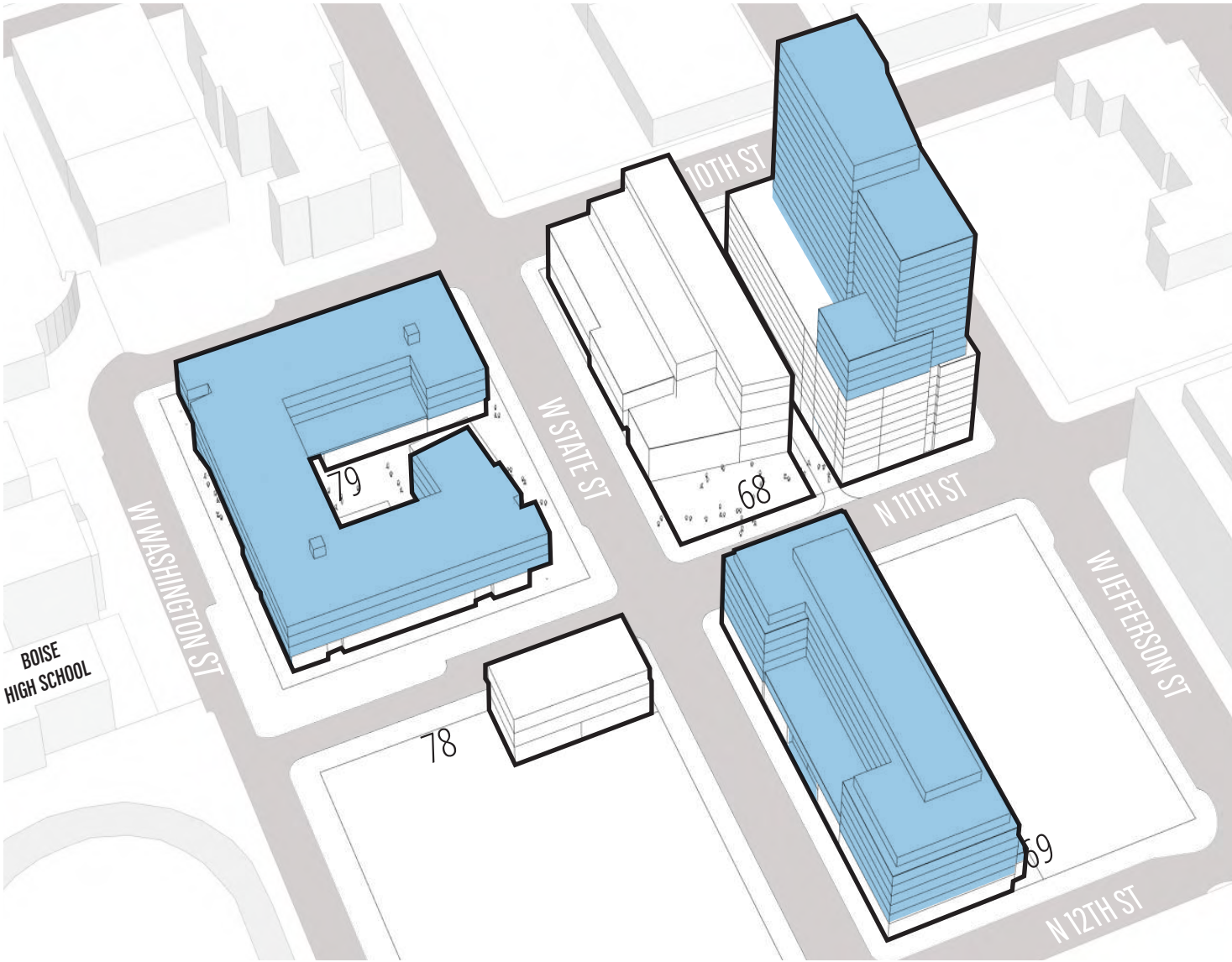
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT

HOUSING



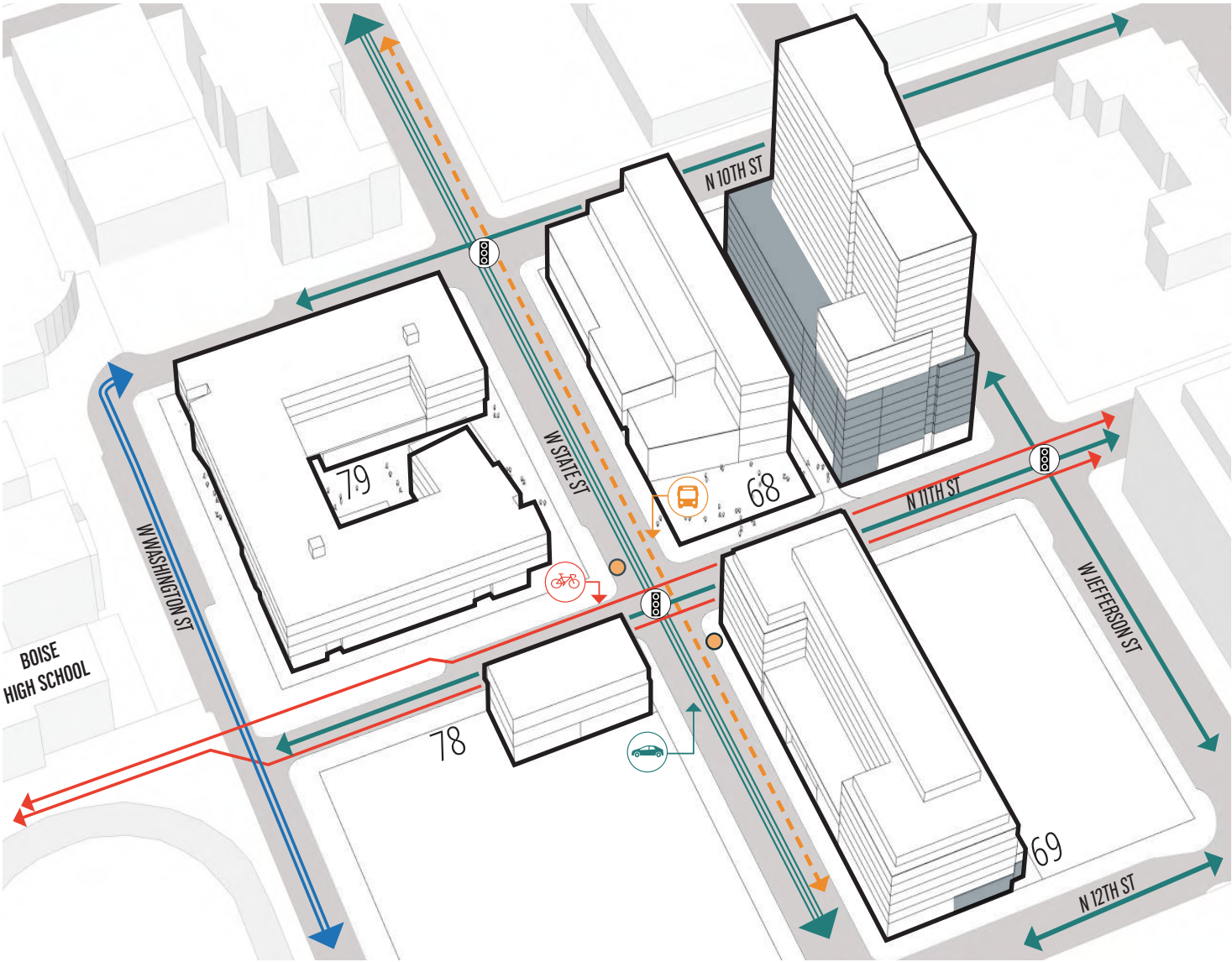
HOUSING

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

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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TRANSPORTATION & PARKING



TRANSPORTATION & PARKING

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

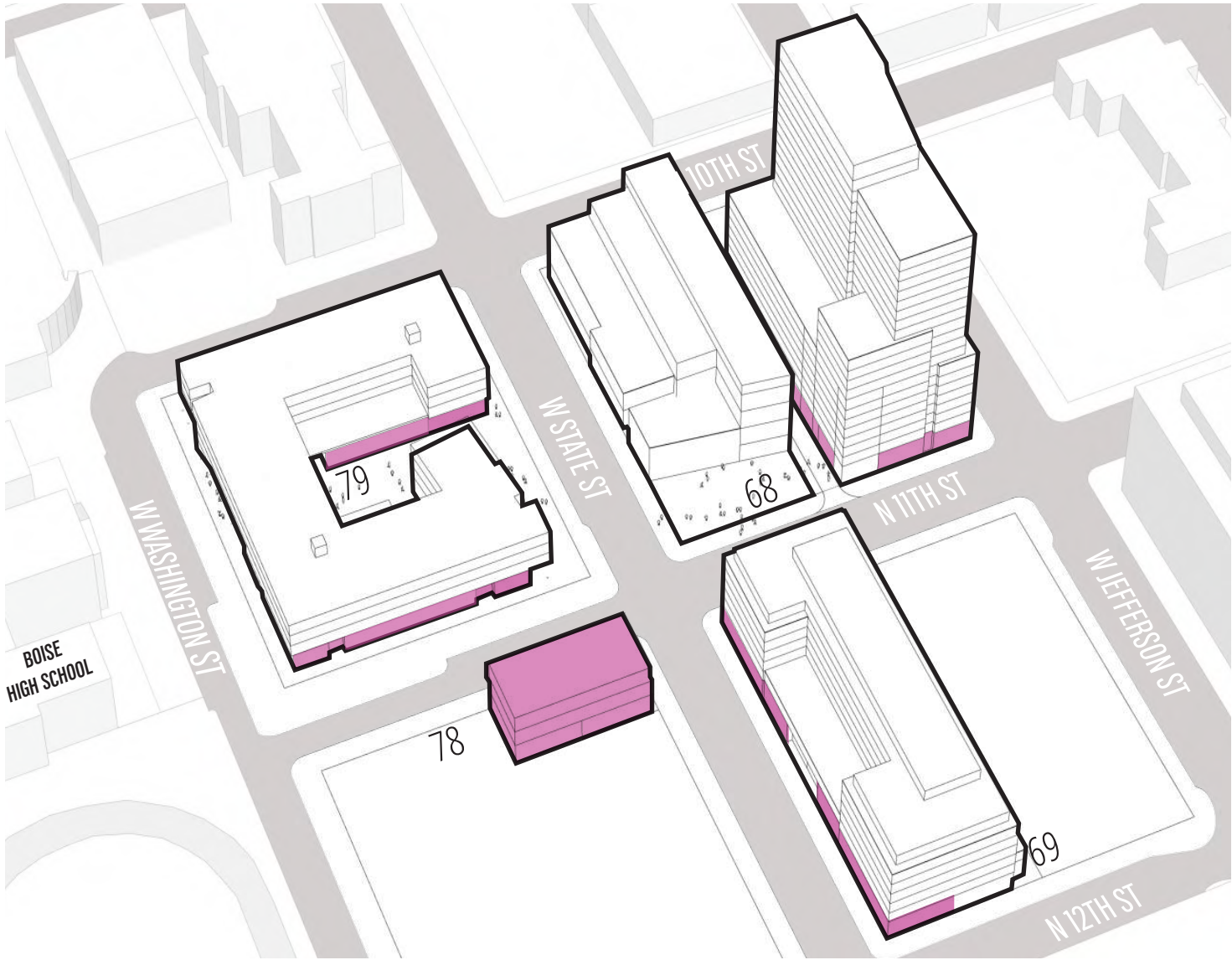
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development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

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

COMMERCIAL SPACES



COMMERCIAL SPACES

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

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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COMPLETE PROGRAM



COMPLETE PROGRAM

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

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

PROPOSED PROJECTS

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

CATALYTIC PROJECTS

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

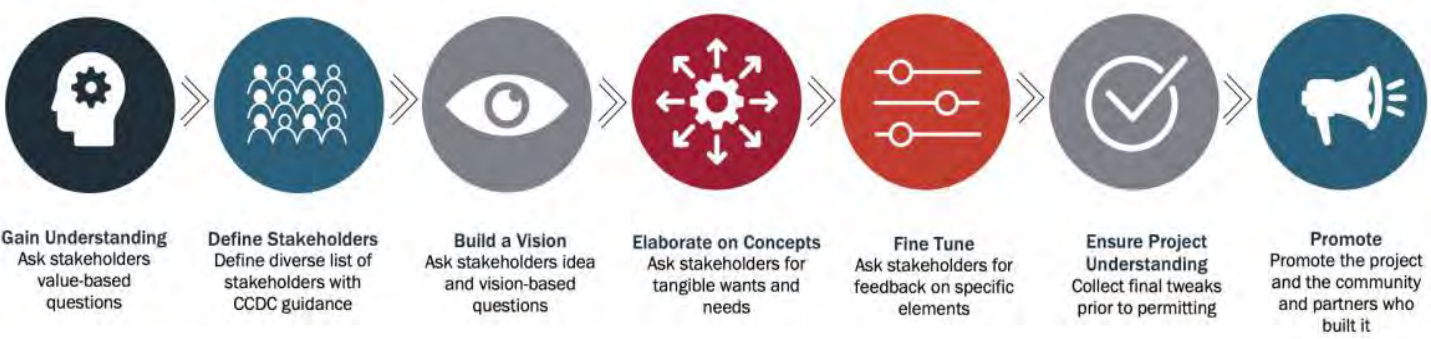
The total proposed project, including the Catalytic Projects, would provide **over one million square feet of new development with a total estimated investment of approximately \$320 million.**

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

COMMUNITY ENGAGEMENT

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

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



STAKEHOLDER ENGAGEMENT STRATEGY

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

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

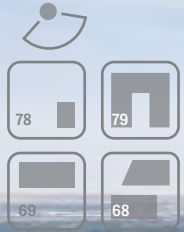
- Academic NV
 - Ada County Highway District (ACHD)
 - Boise School District
 - Boise State University
 - CATCH
 - City of Boise & Our Path Home Administrators
 - College of Idaho
 - College of Western Idaho
 - Create Common Good
- Idaho Food Bank
 - JA and Kathryn Albertsons Foundation
 - Life’s Kitchen
 - Micron
 - Saint Alphonsus Health System
 - Simplot
 - St. Luke’s Regional Medical Center
 - United Way of Treasure Valley
 - XL Charter Schools

ECONOMIC DEVELOPMENT
STAKEHOLDER ENGAGEMENT STRATEGY

PROJECT PHASE		Pre-Proposal: Concepting	Post-Award/ Pre-Design/ Programming	Schematic Design	Design Plan Development	Construction Documents + Building Permits	Implementation / Construction
DATES		Fall 2021	Winter2021	Spring/ Summer 2021	2023	2023	2024-Project Coordination
<div><div><div><div>C</div><div>C</div></div><div><div>D</div><div>C</div></div></div><div>CAPITAL CITY DEVELOPMENT CORP</div></div> <div>DESCRIPTION OF STAKEHOLDER ENGAGEMENT STRATEGY</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
Government or Quasi-	Idaho Association for the Education of Young Children		X				X
	El-Ada Community Action Partnership		X				X
Partners + Potential Partners	Idaho Commission on Hispanic Affairs		X				X
	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

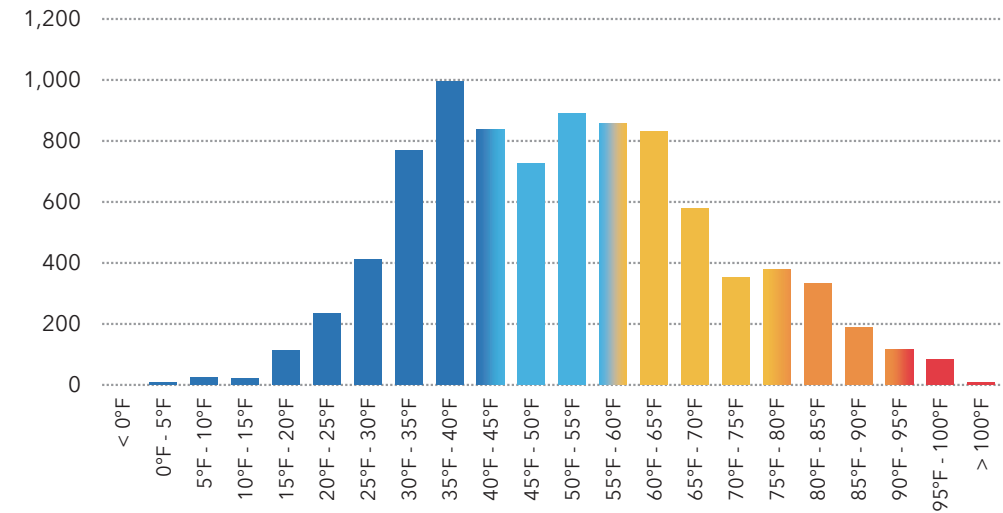
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team’s extensive experience with proven sustainable design, coupled with thoughtful 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.



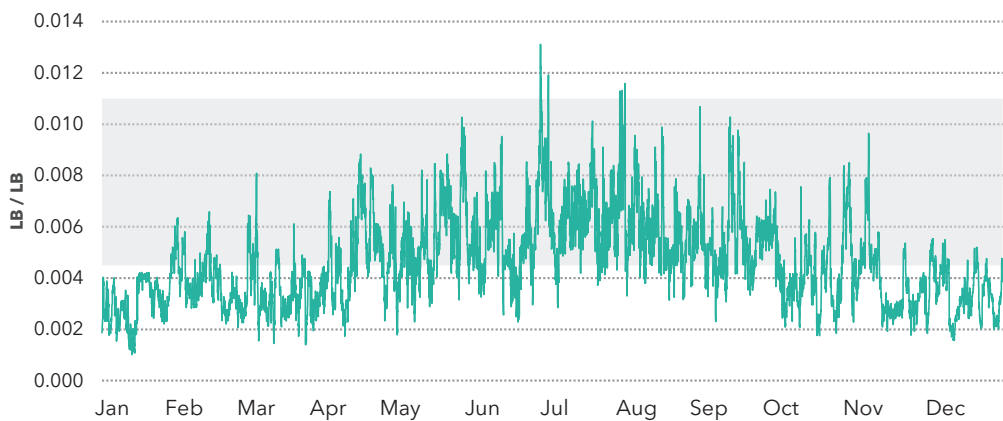
TEMPERATURE

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.



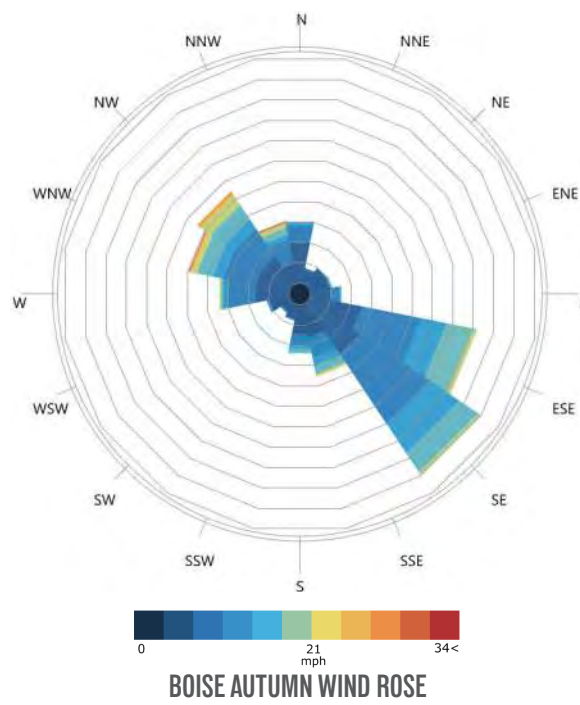
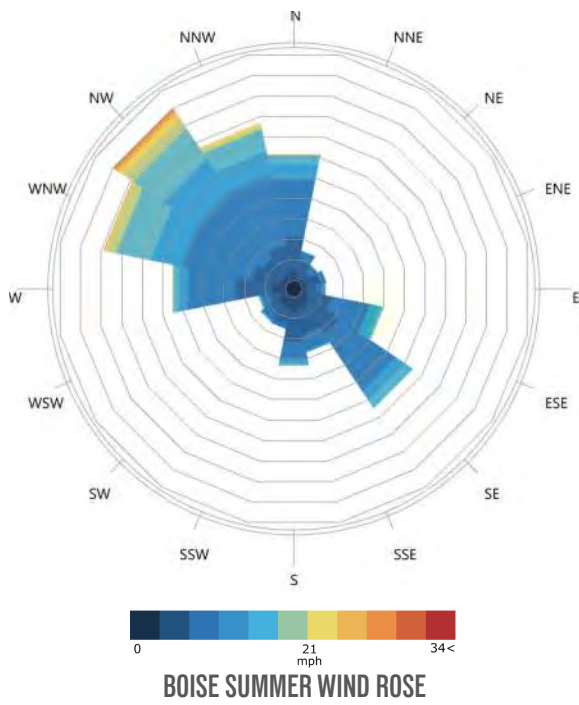
HUMIDITY

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.



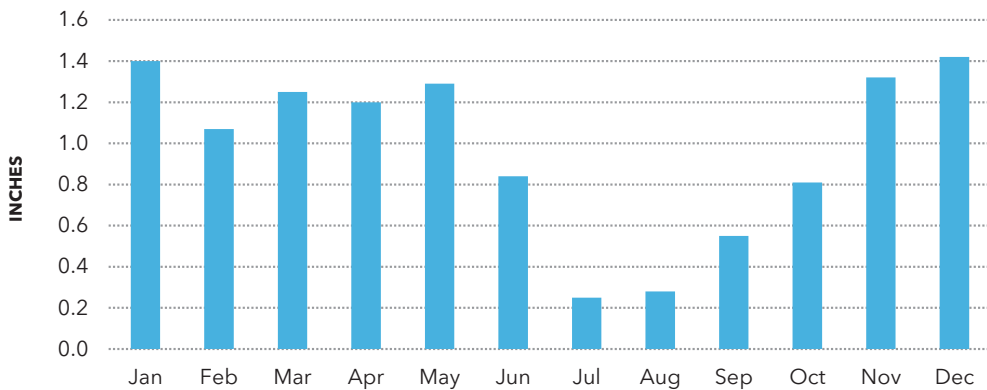
WIND RESOURCE

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

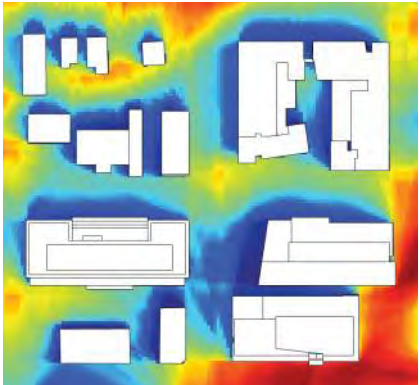
Boise is a desert climate with less than 12" of rain in an average year. The summer season is especially dry. Rainfall capture will be of limited effectiveness. Greywater recycling could be utilized as a means of water use conservation instead.



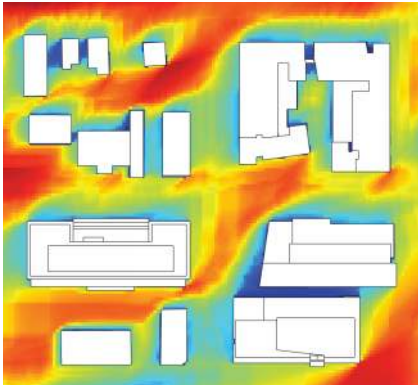


PASSIVE COMFORT

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



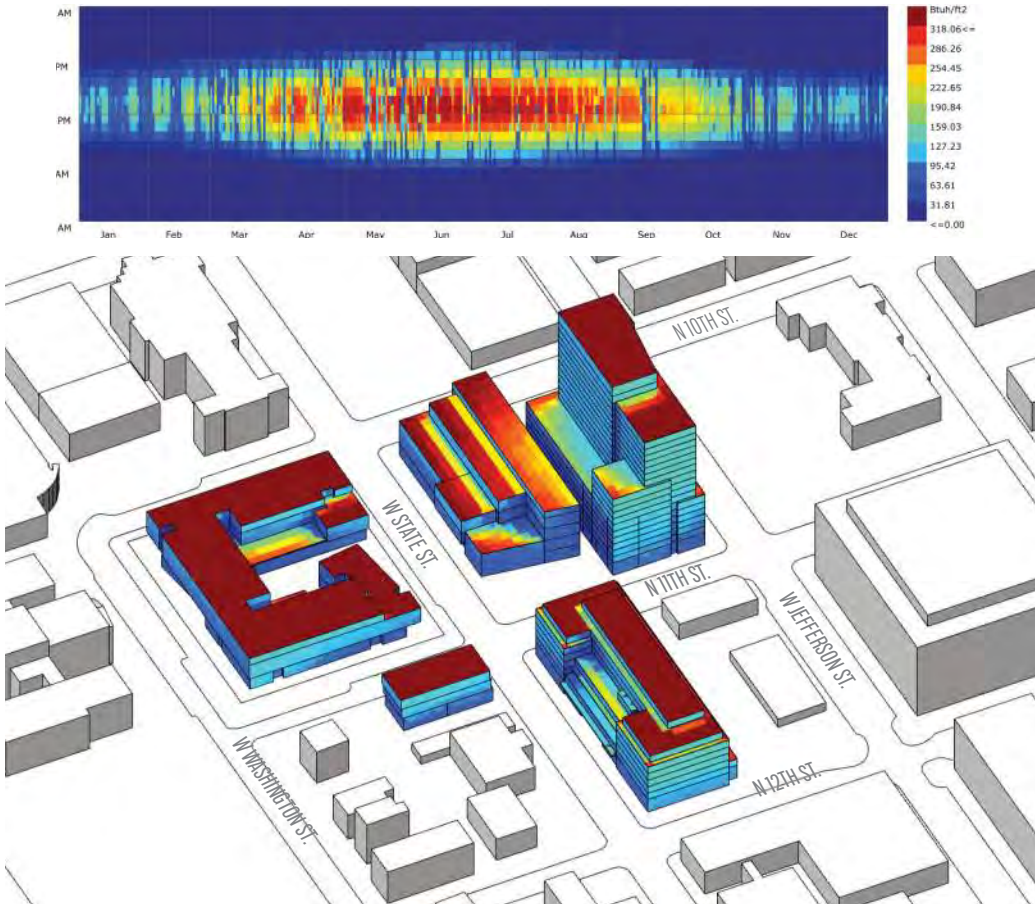
SUMMER SUNLIGHT



SOLAR INCOME

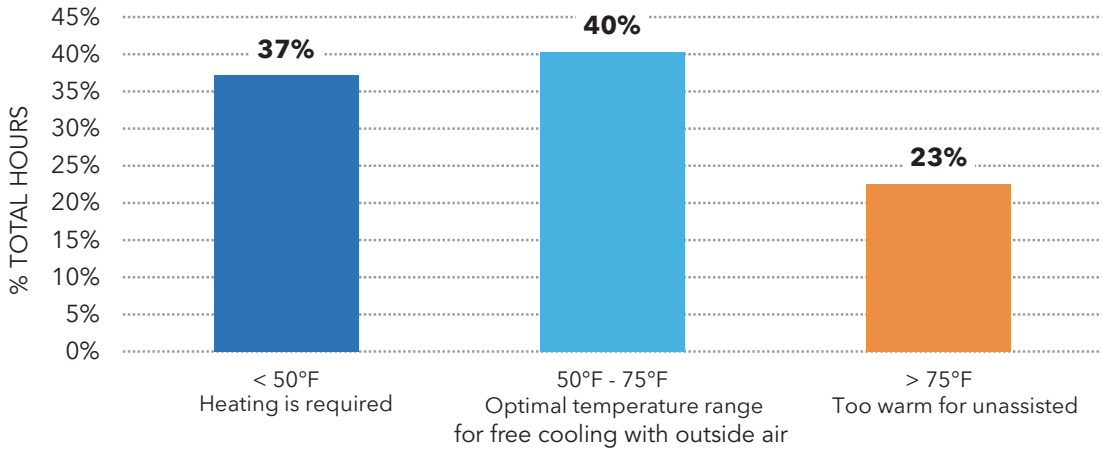
The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various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

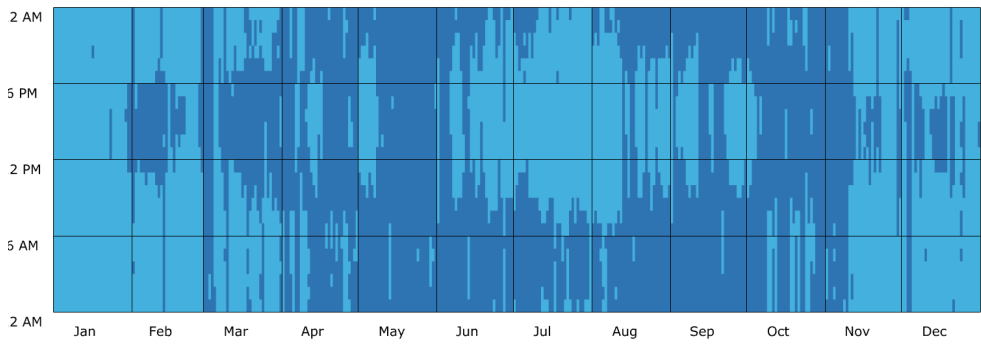


PASSIVE THERMAL STRATEGIES

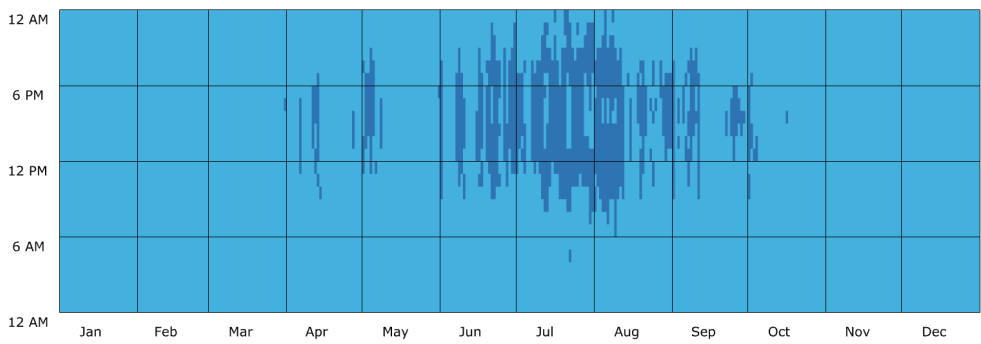
Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior environment, and hit the budget.

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

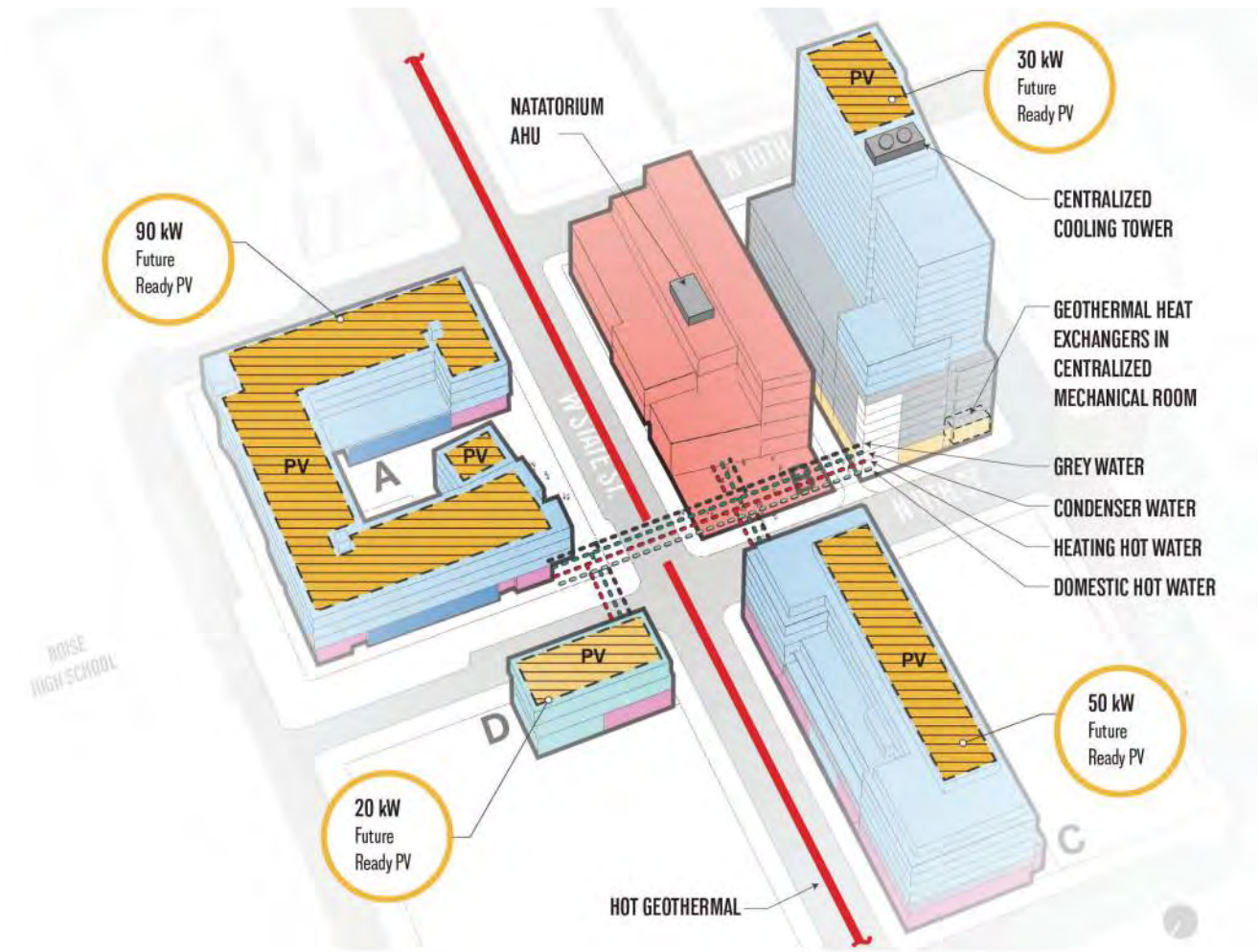


THERMAL MASS + NIGHT VENTING



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.

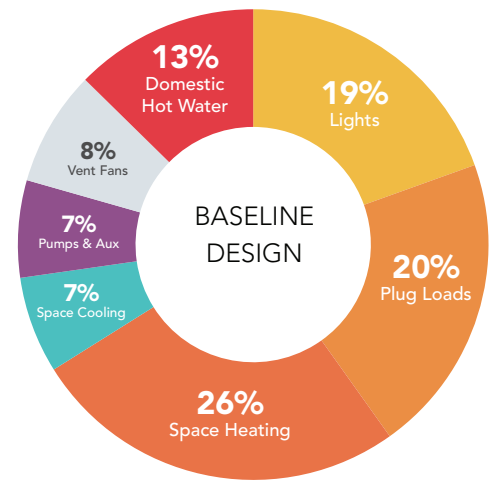
END USE ENERGY EFFICIENCY TARGETS

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.

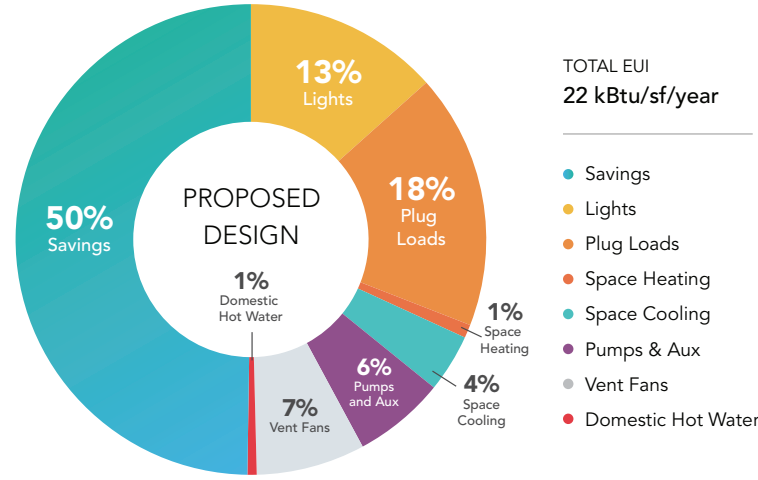
An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

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.

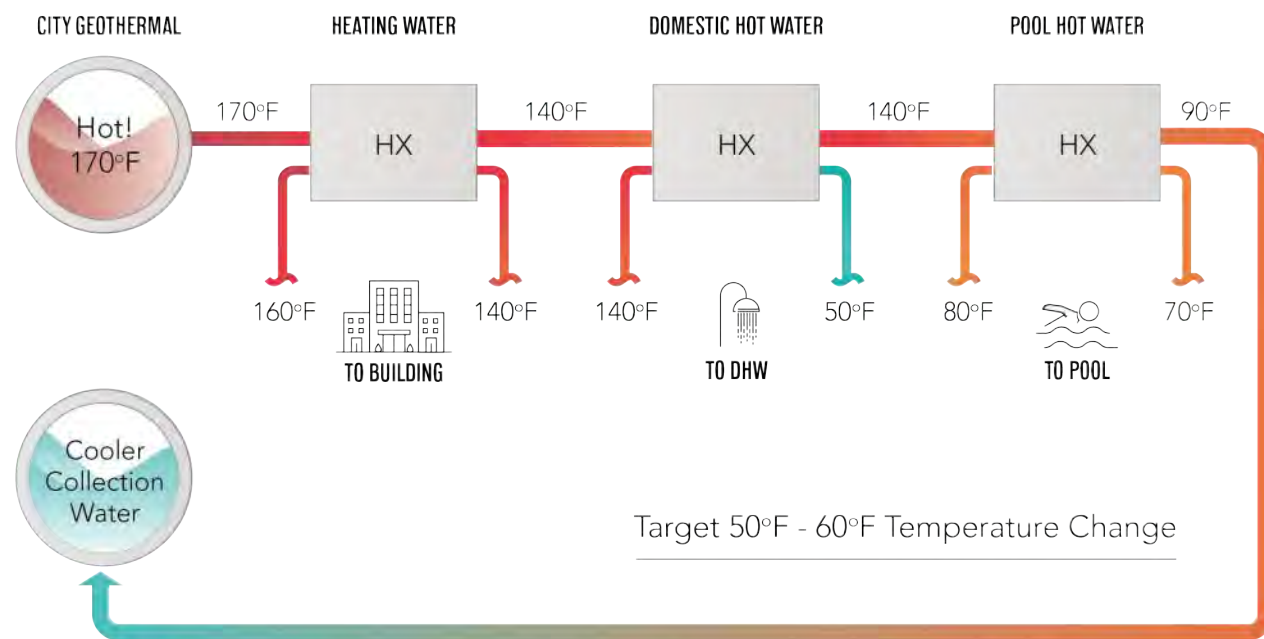
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

VISIONARY SUSTAINABILITY OUTCOMES

GEOTHERMAL & WATER STRATAGIES

GEO THERMAL

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.

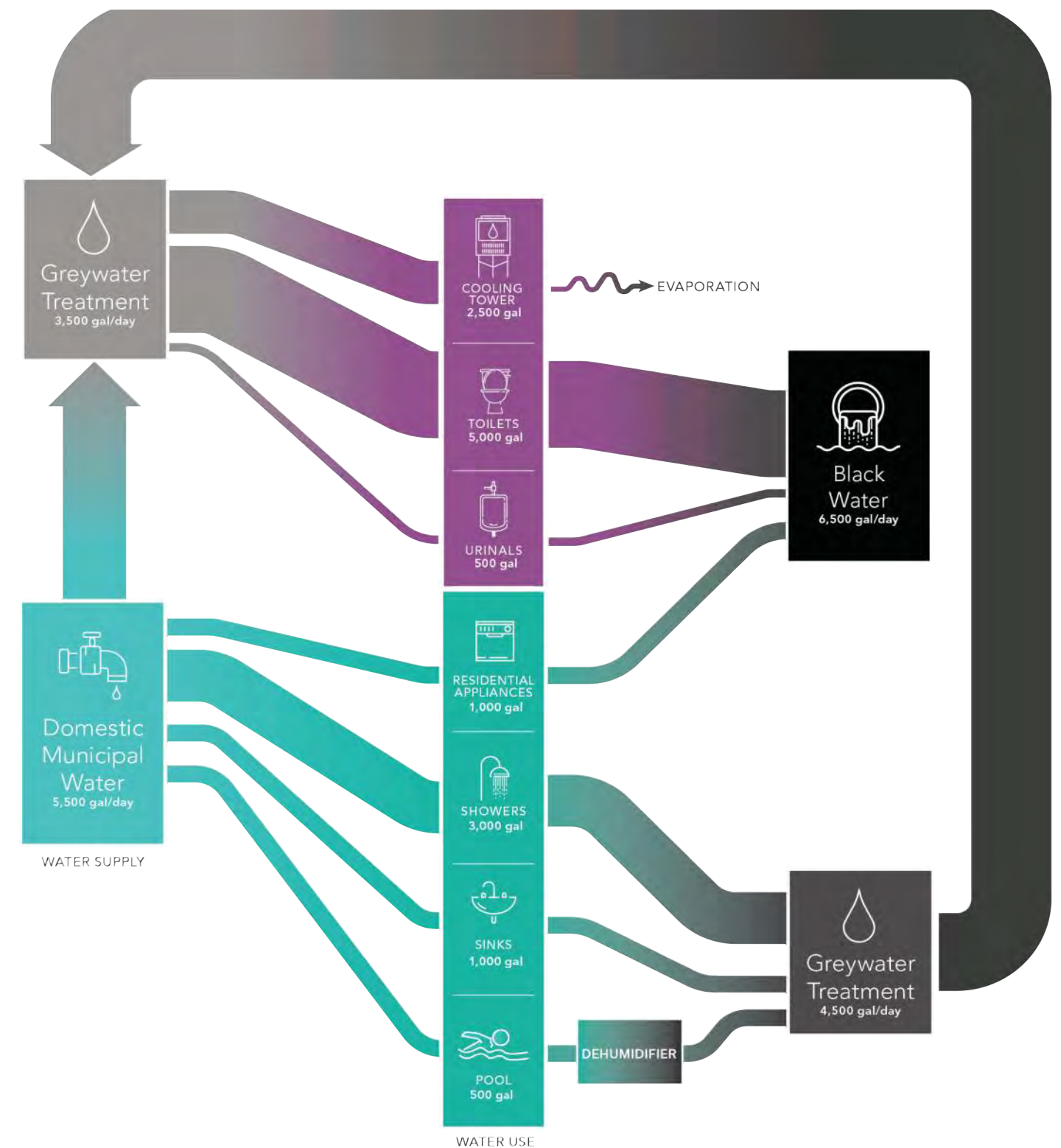


WATER USE

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

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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 Redevelopment Plan and (unless expressly waived in writing by the Grantor) for the specific use as follows:

The Property shall be used only for a mixed-use, multi-family or senior residential housing project and a structured parking facility (as Project is defined in the DDA) constructed in accordance with the DDA until December 31, 2025. The period of time from the date of issuance by the Grantor of a Certificate of Completion, pursuant to the DDA, until December 31, 2025, 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 until December 31, 2025. The covenants contained in paragraphs 2, 3, 4, 5 and 6 of this Deed, and the provisions set forth in Section 13 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 13 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 Ada)

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 68 South 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 December __, 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 1010 W. Jefferson 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 Deed, and Section 13 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 68 South Development LLC,
an Idaho limited liability company

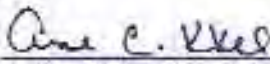
By 
J. Dean Papé
Its: Manager

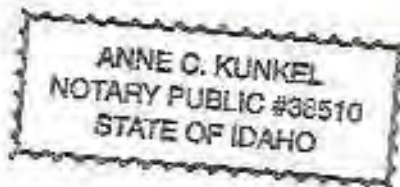
By 
Jill Sherman
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of December, 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 a manager of Developer Block 68 South 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.

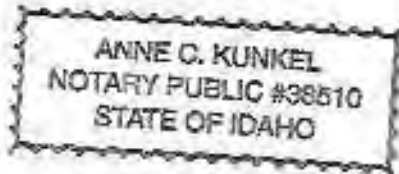

Notary Public for Idaho
Commission Expires 9.22.2024



STATE OF IDAHO }
 } ss.
County of Ada }

On this 16th day of December, 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 a manager of Developer Block 68 South 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.



Anne C. Kunkel

Notary Public for Idaho

Commission Expires 9-22-2026

EXHIBIT A
LEGAL DESCRIPTION OF THE CCDC PARCELS

Agency Parcel: 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

4883-3912-1728, v. 3

Attachment 9

Certificate of Completion

**CERTIFICATE OF COMPLETION OF
CONSTRUCTION OF IMPROVEMENTS**

**(Block 68 South Mixed-Use Housing & Mobility Hub Development Project
1010 W. Jefferson 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 68 South Mixed-Use Housing & Mobility Hub Development Project (collectively the "Project") have been completed.

Block 68 South 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 December __, 2022 (the "DDA"), between the Agency and the Developer, which DDA is incorporated herein by reference.

This Certificate is issued in accordance with Section 11 of the DDA and only for said purposes of Section 11. 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 or Sections 3.1 and 13 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

Agency Parcel: 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

BLOCK 68 CATALYTIC REDEVELOPMENT

GREEN BUILDING CERTIFICATE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y 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 _____
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 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 December ___, 2022 (the “DDA”), by and between Capital City Development Corporation, as seller (“Agency”), and Block 68 South 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

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 _____ 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) set of Developer's construction loan documents, including the Deed of Trust, executed and acknowledged, as applicable, by Developer

[To be updated prior to Closing]

Attachment 12 Form of Type 4 Capital Improvement and General Assistance
Reimbursement Agreement



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 68 South 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 68 South Mixed-Use Housing and Mobility Hub Project signed by the Parties, effective _____, 2022 (the “DDA”), Participant will own or control certain real property addressed as 1010 W. Jefferson 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 an approximately 20-story high rise building that will include active ground floor space, residential amenities, flexible commercial space, public/private vehicular and bicycle parking and mobility structure, and approximately 12 floors including 230 units to be rented to seniors, 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 10th 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 69 North Workforce Housing Project 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@ccdcbosie.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 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. 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 68 South Development LLC
Attn: J. Dean Papé
731 W. Wyndemere Drive
Boise, Idaho 83702
(208) 830-7071
dean@dechase.com

Block 68 South 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@ccdcboise.com

With a copy to: Mary Watson, General Counsel
mwatson@ccdcboise.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:

CCDC Budget Info / For Office Use	
Account	
Activity Code	
PO #	
Contract Term	

Mary Watson, General Counsel

Date: _____

FOR PARTICIPANT:

BLOCK 68 SOUTH 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

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

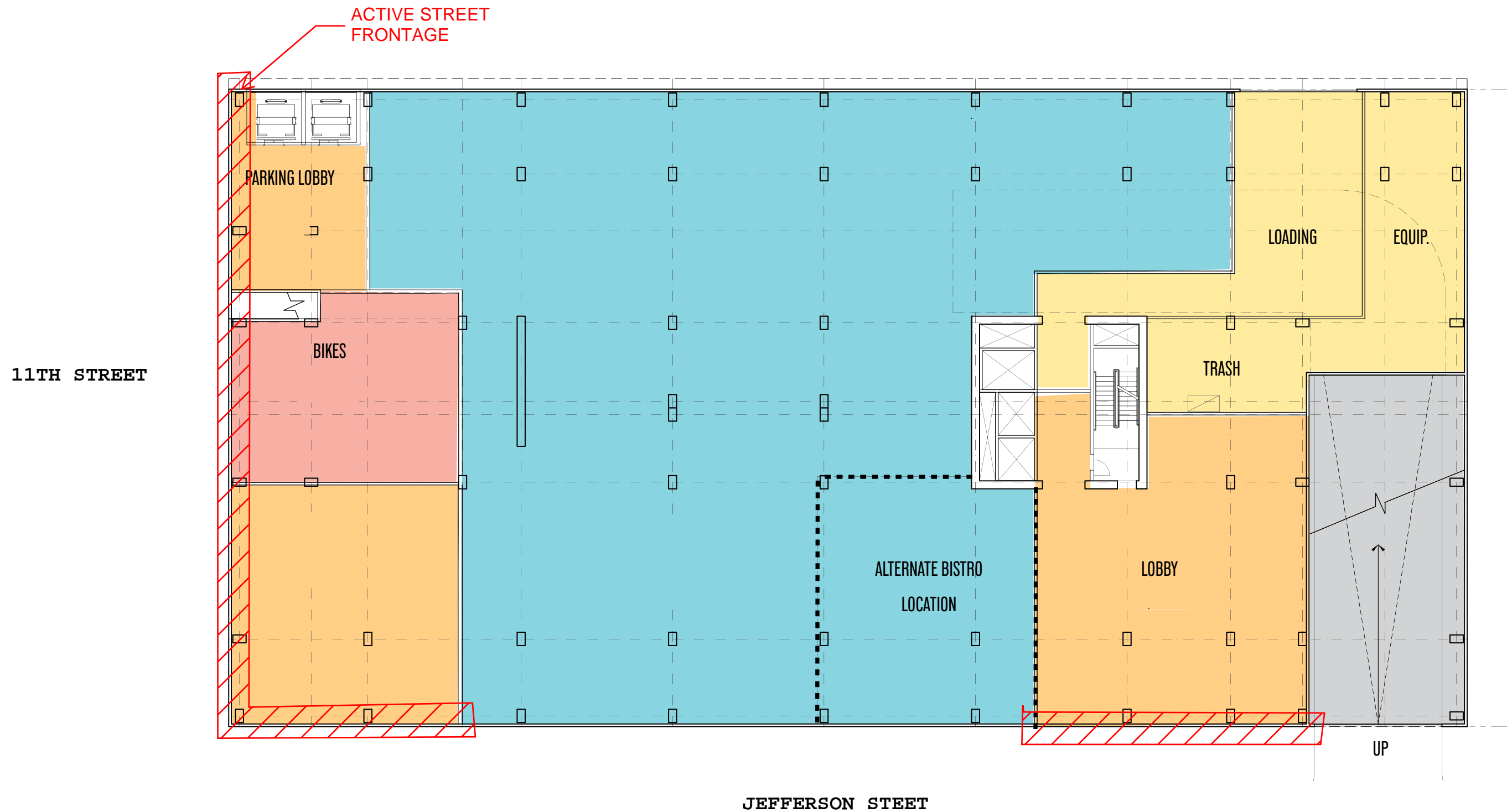
[To be inserted upon finalization]

Exhibit G: Schedule of Performance

[To be inserted upon finalization]

4895-1241-2736, v. 3

Attachment 13 - Active Ground Floor Street Frontage



SCALE: 1" = 20'-0"



Attachment 14 Cost Allocation Methodology

Land:

- Allocated by prorata share of Mixed-Use Housing & Mobility Hub Project total gross square footage for any condominium owners, but no land cost allocated or charged to Agency.

Hard cost:

Developer will provide to Agency in writing a complete schedule of values with cost allocation defined for each condominium unit in the Mobility Hub at 100% Schematic Design and at 100% Design Development.

- Foundation split based on prorata share of Mixed-Use Housing & Mobility Hub Project total gross square feet
- Superstructure split based on building components (columns, PT Deck, CIP walls, stairs) contained in each floor level
- Elevators split based on number of elevator stops on each parking level and only the garage elevators for the ground floor
- Sitework (excavation/slab prep/wet piping utilities) based on prorata share of project total gross square feet

Other hard cost assumptions:

- Exterior skin for garage is assumed to be perforated metal screen
- Interior buildout includes core and stair walls and elevator vestibules
- HVAC for garage includes code required exhaust system and fans to move air (no heating) and code required heating of stair wells
- Electrical for garage includes code required power, lighting, fire alarm, and mechanical power
- Fire sprinkler for garage assumed to be dry pipe system
- Plumbing for garage includes floor drains and associated waste piping

Soft costs:

The following items are allocated by prorata share of Mixed-Use Housing & Mobility Hub Project total hard costs:

- Due Diligence (Geotech, Environmental, Survey)
- Testing and Inspection
- Title Policy for Construction
- Property Taxes during Construction of Mobility Hub
- LEED Documentation and Commissioning
- Monthly Construction Management and Accounting
- Consultant fees (to be further defined at 100% Schematic Design and 100% Design Development)
- Architecture & Engineering Fees
- Building Permits & Fees
- Builders Risk and General Liability Insurance

Other:

- Contingency on hard costs is included
- Developer fee on hard and soft costs is included



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AGENDA BILL

Agenda Subject: Award Contract - 10 th & Front Garage Structural Concrete Repairs – Phase 2 Project		Date: December 12, 2022
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution 1794 B. Bid Results C. Bid Received from Consurco, Inc.	
Action Requested: Adopt Resolution 1794 awarding the contract for the 10 th & Front Garage Structural Concrete Repairs – Phase 2 Project to Consurco, Inc.		

Background:

The 10th & Front Garage was completed in 1979 and is the oldest garage in the CCDC/ParkBOI system. Structural assessments in 2017 revealed potential damage to the concrete and underlying steel rebar due to chloride infiltration. Since then, the Agency has undertaken a series of rehabilitation projects on various levels of the garage, including the significant partial and full depth repairs last year on level 2. This project will take place on level 4 and will involve partial depth restoration to remove the actively corroding rebar and concrete and replace it with new epoxy coated rebar and concrete. The repairs will add 12-15 years of service life to level 4. Rehabilitation on additional levels may be necessary in two to five years. Annual net revenue of the 10th & Front Garage in FY 2022 was approximately \$832,000.

Procurement Process:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project in the Idaho Statesman newspaper on October 11 and October 18, 2022. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to five (5) separate public works contractors holding the requisite public works license. A non-mandatory pre-bid meeting was held over Zoom on October 20, 2022. Five contractors attended the pre-bid meeting. One addendum was issued on November 3, 2022.

Four (4) bids were received by the November 9 deadline:

Company	Bid Amount
Consurco, Inc.	\$790,997
John Rohrer Contracting Company	\$1,050,563
Sawtooth Caulking, Inc.	\$1,619,154
Restructure- A Division of Structural	Non-responsive

Part of the administrative review process is to verify the responsiveness of the bids. Responsiveness includes possession of a valid Idaho public works license prior to bid opening in accordance with Idaho Code § 54-1902; inclusion of the list of subcontractors in accordance with Idaho Code § 67-2310; and acknowledgement of any addendums issued prior to the bid date in accordance with § 67-2805(2)(a). One company, *Restructure-A Division of Structural*, did not have the required public works license, failed to provide the required list of subcontractors, and failed to acknowledge the addendum issued on November 3, 2022. Therefore, *Restructure-A Division of Structural* has been deemed non-responsive to this bid.

The other three bidders met all required submission criteria, and each bidder has appropriate and valid public works contractor licenses.

Fiscal Notes:

The Agency's FY2023 budget includes sufficient funding for this project. While the Agency noted that the bids received varied significantly, it was determined that Consurco's local presence in the Treasure Valley allows Consurco to realize strong savings in its mobilization costs which in turn allows for the much lower, winning bid.

Staff Recommendation:

The Board adopt Resolution 1794 recognizing Consurco, Inc. as the lowest responsive bidder for the Project and awarding the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project to Consurco, Inc. for the total amount of \$790,997.

Suggested Motion:

I move to adopt Resolution 1794 recognizing Consurco, Inc. as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project to Consurco, Inc. for a total amount of \$790,997; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1794

RESOLUTION NO. 1794

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING CONSURCO, INC. SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS – PHASE 2 PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND CONSURCO, INC. TO UNDERTAKE AND COMPLETE THE 10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS – PHASE 2 PROJECT; 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 Agency has the need for significant structural concrete repairs to its 10th & Front Garage; and,

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the 10th & Front Garage Structural Concrete Repairs - Phase 2 Project (the “Project”) on October 11, 2022, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on October 11 and October 18, 2022; and,

WHEREAS, the Agency’s Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including acknowledgment of Agency issued addendums, submission of a responsive sealed bid by a licensed public works contractor, and an affidavit concerning taxes; and,

WHEREAS, on November 3, 2022, the Agency issued Addendum No. 1 for the Project to revise certain details about the Project and to answer one question raised at the non-mandatory pre-bid meeting held on October 20, 2022; and,

WHEREAS, the Agency received four (4) sealed bids by the due date and time of 3:00 p.m. on November 9, 2022; and,

WHEREAS, the administrative requirements of the bidding process for the Project required that bidders hold a valid Idaho public works license prior to bid opening, that bidders

name the subcontractors who will perform any plumbing, electrical, HVAC work, and that bidders acknowledge any addendums issued on the submitted bid form; and,

WHEREAS, the Agency determined that the bid received from Restructure – A Division of Structural (“Restructure”) was non-compliant with the administrative requirements of the bidding process for the Project and therefore cannot be considered by the Agency Board because Restructure: a.) did not hold a valid Idaho public works license prior to bid opening, in accordance with Idaho Code § 54-1902; b.) failed to list the required subcontractors on its bid, in accordance with Idaho Code § 67-2310; and c.) failed to acknowledge the addendum issued by the Agency on November 3, 2022, in accordance with Idaho Code § 67-2805(2)(a); and,

WHEREAS, Consurco, Inc., John Rohrer Contracting Company, and Sawtooth Caulking each held the requisite Idaho public works license prior to bid opening, and the bids received from these companies were in compliance with the Agency’s administrative requirements of the bidding process for the Project; and,

WHEREAS, the bid received from Consurco, Inc. in the amount of SEVEN HUNDRED NINETY THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$790,997) was the lowest responsive bid submitted; and,

WHEREAS, the Agency recommends the Agency Board award the construction contract for the Project to Consurco, Inc. as the lowest responsive bidder; and,

WHEREAS, the Agency Board finds it in the best public interest to award the construction contract to Consurco, Inc., to complete the Project for the bid amount and to authorize the Agency Executive Director to execute a public works construction contract with Consurco, Inc., for 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 the Board hereby finds that on November 9, 2022, Consurco, Inc. submitted the lowest responsive bid for the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project.

Section 3: That the Agency Executive Director is hereby authorized to execute a public works construction contract with Consurco, Inc. for the total bid amount of SEVEN HUNDRED NINETY THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$790,997), consistent with the Agency Board’s stated instructions at the December 12, 2022, Agency Board meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the December 12, 2022, Agency Board Meeting.

Section 4: That the Agency Executive Director is authorized to expend funds for the total bid amount of \$790,997 plus up to 10% of that amount for construction contingencies if determined necessary in his best judgement.

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 December 12, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
BID RESULTS



10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS PHASE 2

BIDS DUE: NOVEMBER 9, 2022 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Signed Contractor's Affidavit Concerning Taxes	Addendum #1 Acknwldgd	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	BID AMOUNT
Sawtooth Calking Inc.	51774	yes	yes	yes	yes	\$1,619,154.00
Consurco	PWC-C-14819	yes	yes	yes	yes	\$790,997.00
Restructure	No	yes	no	blank	yes	Non-Responsive
JRCC	12706	yes	yes	yes	yes	\$1,050,563.00

**ATTACHMENT C
BID SUBMITTED BY
CONSURCO, INC.**

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: 10th & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS PROJECT – PH 2

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: 10th & Front Garage Structural Concrete Repairs Project – PH 2
Via email: bids@ccdcboise.com

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.

Addendum Date

1

11/03/2022

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Work Item Quantities listed in the Supplement to Bid Form will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Supplement to Bid Form; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 **WAIVER & RELEASE:** Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

Pursuant to Idaho Code § 67-2310, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, are as listed below. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

**FAILURE TO NAME SUBCONTRACTORS AS REQUIRED BY IDAHO CODE
SHALL RENDER ANY BID SUBMITTED NON-RESPONSIVE AND VOID.**

Plumbing

N/A

Address:

Public Works License No.

Idaho Plumbing Contractors License No.

Heating & Air Conditioning

N/A

Address:

Public Works License No.

Idaho HVAC Contractors License No.

Electrical

N/A

Address:

Public Works License No.

Idaho Electrical Contractors License No.

BASE BID - OFFER

All the work described in the Project Manual, Bid Drawings and Specifications.


Seven-Hundred & Ninety-Thousand, Nine-Hundred & Ninety Seven Dollars & Zero Cents

(\$ 790,997.00) Dollars, lawful money of the United States.

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on 11 / 9, 2022.

X 
SIGNATURE

Jose Chavez - Mountain West Vice President
Print Name and Title

Consurco
Contractor / Company

621 E. King St.
Address

Meridian, ID 83651
City, State, Zip

RCE - 7257
Idaho Public Works Contractor License No.

1/10/2023
License Expiration Date

EIN: 43-1920012
Federal Tax ID #

Jose.Chavez@consurco.com
E-mail Address

208-608-0531
Phone No.

N/A
Fax No.

ATTENTION: Did you remember your Supplement to Bid Form and Contractor's Affidavit Concerning Taxes? Supplement to Bid Form and Contractor's Affidavit Concerning Taxes are **REQUIRED**.

IF SUPPLEMENT TO BID FORM, AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 10 SUPPLEMENT TO BID FORM
EXECUTE AND SUBMIT WITH BID

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders.

Schedule A: Work Item and Change Order Schedule					
Item No.	Work Items (Refer to Sheet G-02 for Description)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
1	0100 Mobilization / Demobilization / General Conditions	LS	1	10,374.00	
2	0200 Partial Depth Slab Repair	SF	7,600	65.79	
3	0300 Full Depth Slab Repair	SF	320	249.84	
4	0400 Overhead Ceiling Repair	SF	245	61.22	
5	0500 Vertical Column Repair	SF	30	566	
6	0600 Epoxy Injecting Cracks in Slab and Spandrel	LF	25	200	
7	0700 Rout and Seal Construction Joints	LF	7,380	5.42	
8	0800 Install New Cove Sealant	LF	340	14.70	
9	0900 Supplemental Reinforcement	LBS	1,000	40	
10	1000 Cleaning Rust & Painting Exterior Awning Members and Connections	EA	3	7,154	
11	1100 Repair Beam End Bearings	EA	4	7,154	
12	1200 Replace Bearing Pads at Beam End Bearings	EA	4	7,154	

LS=lump sum, SF=square foot, LF=lineal foot, LBS=pounds, EA=each

SUBMITTED on 11/9/, 2022.

X 
 SIGNATURE

Jose Chavez - Mountain West Vice President
 Print Name and Title

Consurco
 Contractor / Company

621 E. King St.
 Address

Meridian, ID 83651
 City, State, Zip

RCE - 7257
 Idaho Public Works Contractor License No.

1/10/2023
 License Expiration Date

EIN: 43-1920012
 Federal Tax ID #

Jose.Chavez@consurco.com
 E-mail Address

208-608-0531
 Phone No.

N/A
 Fax No.

END OF SECTION 00 43 10

SUPPLEMENT TO BID FORM

00 43 10 - 1

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF ADA

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Consurco
Contractor / Company

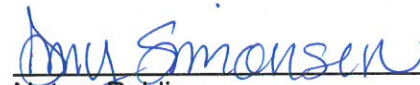
621 E. King St.
Address

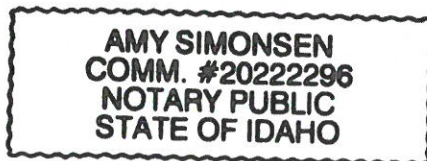
Meridian, ID 83651
City, State, Zip

X 
Authorized Representative Signature

Jose Chavez - Mountain West Vice President
Print Name and Title

Subscribed and sworn to before me this 9th day of November, 2022.


Notary Public
Residing at: Meridian, ID
Commission Expires: 05.02.2028



END OF SECTION 00 45 46



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AGENDA BILL

Agenda Subject: Approval of Ranking for RFQ: Construction Manager / General Contractor (CM/GC) for 521 West Grove Street Public Space Project		Date: December 12, 2022
Staff Contacts: Kathy Wanner Contracts Manager Karl Woods Senior Project Manager	Attachments: A. Resolution 1796 B. Request for Qualifications – issued October 20, 2022 C. Final Evaluation Tally	
Action Requested: Adopt Resolution 1796 approving the ranking for the RFQ: Construction Manager - General Contractor (CM/GC) for the 521 West Grove Street Public Space Project and authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor (CM/GC) Agreement.		

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 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.

In October 2022, the Board approved the selection of Jensen Belts Associates as the Design Professional of Record for the 521 West Grove Street Public Space Project. Jensen Belts Associates is contracted to take complete programming and design alternatives analysis in order to arrive at a mutually preferred design solution through a process of community engagement. Jensen Belts Associates is on schedule to begin design alternatives analysis in February 2023. Once a preferred alternative is established, Jensen Belts Associates will take the project through DR approvals, construction documentation and ultimately construction.

As the design alternatives for 521 West Grove Street Public Space are developed, it is critical to have a **Construction Manager / General Contractor (“CM/GC”)** on the team to provide pre-construction services for these complex and dynamic alternatives. The CM/GC will provide cost estimating and constructability review for the Public Space from design alternatives through permitting. Pre-construction services will also include pre-planning of any high-profile street closures, communication with adjacent businesses, property owners and developers and safely detouring vehicles, pedestrians, and bicycles.

As the project moves into construction, the CM/GC managing logistic planning is crucial in this area due to heavy programming on the Basque Block, active private tenant improvements in the adjacent Thomas Logan and Lucy housing projects, high traffic volumes on 5th & 6th Streets, planned development directly to the east of the project and the streetscape improvements on West Grove Street between 6th and 3rd Streets.

During a time of high demand in the construction industry and shortages of subcontractor resources, the CM/GC can ensure that construction packages are receiving appropriate bid coverage. Due to the added value a CM/GC provides, the Agency staff determined the best approach for this project would be to utilize the CM/GC delivery method.

THE CM/GC DELIVERY METHOD

The CM/GC is selected through a qualifications-based selection process in accordance with Idaho Code. For public works construction, CM/GCs must hold both a Construction Manager license and a Public Works Contractor license. Throughout the project the CM/GC represents the Agency to ensure a predictable and manageable construction project that can be built on time and within the budget. The Agency has hired a CM/GC on eight prior occasions with success.

During pre-construction, the CM/GC collaborates with the design team and Agency to review and modify the design as needed to improve constructability, estimate costs of the design and develop a logistics and phasing plan for construction. Around the 90% design stage, the Board will oversee amendment of the contract to provide for the Guaranteed Maximum Price (GMP) for construction. The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price – making the contractor “at risk” if the price goes higher. At that point, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

HIRING THE CM/GC

The Agency issued a Request for Qualifications (RFQ) on October 20, 2022, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the Idaho Statesman newspaper on October 20 and October 27. Notice was also sent to twelve (12) general contractors holding the requisite Construction Manager license. Representatives from three different construction companies attended a pre-proposal meeting on November 1.

Three companies submitted qualifications by the November 14, 2022 submission deadline: Guho Corp., Petra, Inc. and Wright Brothers, The Building Company. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

A four-person evaluation panel which reviewed the SOQs, included two Agency project managers, the project’s landscape architect, and the City of Boise Parks and Recreation. The three SOQs were evaluated on the following criteria as specified in the RFQ: cover sheet, waiver

and release, company profile, CM/GC project team, experience and past performance, project approach, work plan and schedule, and project management. Because of the thoroughness of the SOQs and the panel's extensive, firsthand experience working with the three companies, the panel felt it unnecessary to require interviews.

After review, the panel members' scoring was unanimous that **Guho Corp.** was the best qualified and highest ranked proposer for this project for these reasons:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area's expert in streetscape construction and suspended pavement system installation;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results in past construction management and general contracting work for the Agency and other public agencies;
- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all stakeholders and jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all expectations;
- Guho Corp. displayed proven performance in managing similar public space projects with multiple public agencies and public art elements.
- References attested that Guho Corp.'s pre-construction management services are strong and advantageous to the success of a project; and,
- Guho Corp.'s work with the Agency on previous projects, including LIV District / Broad Street, Central District closeout, and 6th Street / Block 7 Alley public improvements and a variety of streetscapes projects, including the current Old Boise Blocks on Grove Street and Linen Blocks on Grove Street Streetscapes Improvements, has been commendable and has shown that Guho Corp. is dedicated to giving the project the attention it requires.

Please see Attachment C for the panel's scoring of the companies. In accordance with Idaho Code § 67-2320(2), securing the services of the CM/GC firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

FISCAL NOTES

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The FY 2023 budget includes sufficient funding for this project.

STAFF RECOMMENDATION

That the Agency Board find it in the best interest of the public and of the Agency to adopt Resolution 1796 approving the ranking for the RFQ: CM/GC for the 521 West Grove Street Public Project; authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth state statute.

Suggested Motion:

I move to adopt Resolution 1796 approving the ranking for the RFQ: CM/GC for the 521 West Grove Street Public Space Project, and to authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement for the 521 West Grove Street Public Space Project.

ATTACHMENT A
RESOLUTION 1796

RESOLUTION NO. 1796

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 RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE 521 WEST GROVE STREET PUBLIC SPACE PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of 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, Boise, which is within the River Myrtle-Old Boise Urban Renewal District; and,

WHEREAS, in cooperation with the City of Boise, the Agency is advancing its 521 West Grove Street Public Space Project (the "Project") to improve and enhance the River Myrtle-Old Boise Urban Renewal District with 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, due to the complexities of the Project construction site and the unique improvements and enhancements that are planned, and due to the desired timelines associated with Project construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, Idaho Code § 54-4511 allows for public agency utilization of CM/GC services upon selection of the CM/GC in accordance with Idaho Code § 67-2320; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") inviting properly licensed CM/GC firms interested in managing the construction of the Project to submit Statements of Qualifications ("SOQ"), in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on October 20 and October 27, 2022; and,

WHEREAS, the SOQ submissions were due to the Agency on November 14, 2022, by 3:00 p.m., and the Agency did receive three (3) SOQs from the following firms: Guho Corp., Petra, Inc., and Wright Brothers, The Building Company LLC; and,

WHEREAS, the SOQs were evaluated for compliance with the technical requirements as prescribed in the RFQ and were scored and ranked on the bases of qualifications and demonstrated competence by a four-person panel; and,

WHEREAS, following the evaluation of the SOQs, the Agency ranked the SOQs as follows:

1. Guho Corp.
2. Wright Brothers, The Building Company, LLC
3. Petra, Inc.; and,

WHEREAS, the Agency's collective scoring showed that Guho Corp. was the best qualified and highest ranked proposer for the Project because:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area's expert in streetscape construction and suspended pavement system installation;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high

quality results in past construction management and general contracting work for the Agency and other public agencies;

- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all jurisdictions' expectations;
- Guho Corp. displayed proven performance in managing similar public space projects with multiple public agencies and public art elements;
- References attested that Guho Corp.'s pre-construction management services are strong and advantageous to the success of a project;
- Guho Corp.'s work with the Agency on previous projects, including LIV District / Broad Street, Central District Closeout, and 6th Street / Block 7 Alley public improvements and a variety of streetscapes projects, including the current Old Boise Blocks on Grove Street and Linen Blocks on Grove Street Streetscapes Improvements, has been commendable and has shown that Guho Corp. is dedicated to giving the project the attention it requires; and,

WHEREAS, for these reasons, Agency is recommending that the Agency Board approve the SOQ ranking for the Project in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC 521 West Grove Street Public Space and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC 521 West Grove Street Public Space Improvements Project:

1. Guho Corp.
2. Wright Brothers, The Building Company LLC
3. Petra, Inc.

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, Guho Corp., for the 521 West Grove Street Public Space Project, and in the event an agreement

cannot be reached, that the Agency Executive Director is authorized to negotiate the agreement with the next ranked proposer, and so forth, in accordance with Idaho Code § 67-2320.

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the December 12, 2022, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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 December 12, 2022. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 12, 2022.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

521 WEST GROVE STREET PUBLIC SPACE

PROPOSALS DUE: NOVEMBER 14, 2022 by 3 P.M. local time

October 20, 2022

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 521 W Grove Street Public Space project. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC plans to hire a CM/GC to deliver a high quality public open space in the River Myrtle-Old Boise Urban Renewal District. This project will incorporate construction of standard and custom park and plaza improvements as well as potential alley and streetscape improvements in public rights-of-way. The construction may be phased to coincide with adjacent construction projects and private development.

Proposals must be received **electronically** prior to **3 p.m. local time on November 14, 2022** at this email address: bids@ccdcboise.com. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A multi-agency selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC, in its discretion, may cancel this process at any time prior to execution of a contract without liability.

NOTE: A Pre-Proposal Meeting will be held via ZOOM at **10:00 a.m. on November 1, 2022**. Attendance by the Proposers is strongly recommended but not required. Information about the Pre-Proposal Meeting is provided in Section 4.1 of this document.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner
Contracts Manager



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local time, November 14, 2022

The proposal must be submitted electronically by email to: bids@ccdcboise.com

Please include this subject line on the email:

**“RFQ SUBMITTAL: CM/GC SERVICES – 521 WEST GROVE STREET
PUBLIC SPACE”**

All required submittal documents must be signed and dated and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

PROJECT INFORMATION

2.1 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 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.

Following a competitive RFQ process, the CCDC Board of Commissioners approved the selection of Jensen Belts Associates to serve as the Design Professional of record. This team has started preparations for public space programming and concept development alternatives.

The neighborhood is home to past, present, and future public and private development efforts. See Exhibit D for a vicinity map. The CM/GC will coordinate with and consider the following:

- The Old Boise Blocks on Grove Streetscape Improvement Project is in the construction document phase with a construction start anticipated in late Spring 2023. This project will rebuild the entire right-of-way on Grove Street between 6th and 3rd Streets. The two projects share the northern frontage of the Public Space. The CM/GC will coordinate scheduling and construction phasing efforts with the design and construction teams of the streetscape improvement project to achieve the best outcome for both projects.
- There is future development planned to the east of the project limits. The development is scheduled to seek Design Review approval in early 2023. CCDC is working with the developer to provide active frontage along the shared lot line. The construction schedule has a high probability of overlapping with the Public Space construction. The CM/GC will coordinate scheduling, phasing and construction efforts with the developer and builder of the project.
- There is no staging area external to the site identified for this project. The CM/GC will be responsible for finding a staging area appropriate to accommodate the needs of the project.
- Streetscape Improvements were made on 6th Street between Main Street and Front Street in 2020. These improvements will be retained and protected and will need to be tied into with the new construction of the Public Space.
- The Public Space will include a Public Art installation. The CMGC will be responsible for installing footings and foundations for the Art installation as well as working with Arts & History on scheduling work appropriately for the installation.
- The Public Space will become the property of the City of Boise upon completion. As such, the Parks Department will be a key stakeholder during design and construction of the project. The complex design process will have multiple design concepts that will need pre-construction attention simultaneously as well as frequent pre-construction attention as a preferred design alternative is identified, refined, documented, bid and built. The CMGC will work closely with Parks to ensure that the project is build in conformance with their standards. The project may contain Public Restrooms.

2.2 Contemplated Improvements

The project area is composed of parcel R1013000560 and the right-of-way to the north and south of the parcel. 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. The Public Space will also act as a catalyst for high-quality, mixed-use development in the neighborhood.

The project budget is \$3.33M including all design costs, permitting costs, utility costs, and construction costs, leaving approximately \$3M for construction.

CCDC is seeking the CM/GC project delivery method to assist in reconciling the scope and evolving design alternatives with the budget and ultimately construct a final design.

2.3 Project Schedule

Anticipated project schedule is shown in Exhibit C. The schedule is included to provide an idea of the timeframe in which project milestones are expected to be completed as well as a non-negotiable completion date. Interim deadlines are tentative and can be adjusted to fit realities of workflow and adjacent construction schedules. The schedule contemplates that winter construction will be mandatory to meet the project deadline. The completion date is based on the **hard deadline** of the RMOB district closing in September 2025. The project construction, invoicing and closeout **must be completed prior to the hard deadline**.

2.4 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been completed.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

- Work with CCDC staff, the Owners, and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise (Planning and Development Services, Public Works, Arts & History and Parks and Recreation Departments) and the Ada County Highway District, as well as property owners of adjacent active developments;
- Review multiple draft design drawings and specifications to identify clarity and constructability issues; provide cost estimates as needed;
- Work with staff to develop a project schedule and refine the logistics plans. The schedule will reflect winter construction and other means necessary to meet the required completion date.
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff, the Owners, and the design team to address questions, issue addendums, and publicly open bids;
- Procure long-lead material items such as specialty site furnishings, light poles, and permeable pavers;
- Work with CCDC staff and design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems and permeable paver systems; and
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by the Owner, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including the coordination, planning, trade contractor management, manage submittals, and requests for information;
 - Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - Conduct coordination meetings;
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - Coordinate with the Owner's project manager and design team;
 - Coordinate with teams of adjacent design and construction efforts;
 - Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
- Obtain permission and coordinate access with public and private property owners implicated by the construction activity.

2.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. The Standard Agreement and General Conditions between Owner and Construction Manager (Where the CM is At-Risk) will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract. CM/GC is not guaranteed work nor compensation until under contract with CCDC.

3.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any proposals based on real or apparent

conflict of interest, to reject any proposals containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

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

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

3.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).

- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.
- d. Excess Liability (Umbrella) with minimum coverage of Two Million (\$2,000,000) per occurrence.
- e. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- f. Builder's Risk: Unless Owner carries or waives such coverage, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the Work and all existing structures owned by Owner within the project on a replacement cost basis.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall GMPs for the work are established, and the bond is delivered to CCDC. Proposer shall indicate within their cover letter that they certify that they have the bonding capacity to meet the requirements of this RFQ.

The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

3.6 Taxes

CCDC is exempt from federal and state taxes. Items purchased by CCDC and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held via **ZOOM** on **November 1, 2022 at 10:00 a.m.** The design team will be in attendance to explain the project and answer questions. Attendance by Proposers is strongly recommended, but not required.

Join Zoom Meeting

<https://ccdcb Boise.zoom.us/j/83899541124?pwd=L0ZzWG5SS2dFZ3NaYTdiZGI2b3lCdz09>

Meeting ID: 838 9954 1124

Passcode: 141139

One tap mobile

+13462487799,,83899541124#,,, *141139# US (Houston)

+16694449171,,83899541124#,,, *141139# US

4.2 Required Submission Materials and Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.4. Proposers must submit a PDF of the following completed forms via email by the due date and time:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit A)
- RFQ Waiver and Release (attached to this RFQ as Exhibit B)
- Signed Cover Letter
- ONE (1) signed proposal

Failure to submit all requested information may render any proposal unresponsive and void.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

4.4 Scoring

Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Proposers should include a complete description of qualifications to serve as a CM/GC. Proposers are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Proposers acknowledge they will be ranked according to each article below, with points applied per article (200 points total):

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter (Limit one page) 0 Points

Provide a signed cover letter with introductory information, such as point of contact, address, phone number and email address. This letter should reference the RFQ by name, provide a concise summary of the Proposer's organization by firm and responsibility, identify the key individual for Project Manager and his/her relevant experience, and generally introduce CCDC to the capabilities of the firm.

Detailed Proposal (Limit 20 pages) – organized with the following information:

a. Company Profile: 30 Points

Describe the Proposer's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CCDC in completing the unique project. Include annual volume figures for the last five years, current firm commitments, and current bonding capacity. Confirm that Proposer can meet CCDC's insurance requirements as stated in Section 3.4. Explicitly identify all work the Proposer intends to self-perform.

b. Proposed CM/GC Project Team Staff: 45 Points

A dynamic, well organized, and experienced team is needed for this project. Key personnel proposed shall be expected to reside in the Boise region for the duration of the project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, resumes, and describe why the specific personnel were selected for inclusion on the team. Some individuals may fulfill multiple positions on the project, but the Proposer should demonstrate how multiple assignments are within the capacity of the management team. Include personnel information for both pre-construction and construction services. Resumes and Idaho Public Works Construction Manager License information shall be included in an appendix for all key personnel listed on the organizational chart. Resumes and license information are not counted within page limits noted above.

Provide an organizational chart for the project. The organizational chart shall identify position titles, and for key personnel only, the names of the people proposed to fulfill these roles, along with the proposed percentage of time that each of the key personnel

will be dedicated to the project. The organizational chart shall also indicate reporting and chain of command structure for the team and interfaces with CCDC and the design team.

c. Proposer Experience and Past Performance: 45 Points

Describe five (5) projects similar in scope, complexity, and budget to this project that the Proposer has completed within the last 10 years. Projects including public plazas, public art, green storm water infrastructure, suspended pavement systems, and downtown streetscape improvements are of particular interest. Please focus on Proposer experience – do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

- Brief description of the project, highlighting scope, budget, complexity, context, key interfaces, and project delivery method similarities.
- Client reference and current contact information including name, title, phone number, and role on the project.
- Location of the project and completion date.
- The Proposer's responsibilities on the project, and where applicable, identify proposed team staff that participated in the project and their specific role.
- Amount of Proposer's initial contract award and final contract closeout or projected price. Proposer's portion of contract, scope of Proposer's portion, and value of Proposer's portion, and identification of whether Proposer was a prime or subcontractor on the project.
- Number of claims greater than \$100,000, and the value of each that required mediation, arbitration or litigation to settle and their current disposition.

d. Project Approach, Work Plan, & Schedule: 40 Points

i. Project Approach

Provide a narrative describing the Proposer's approach to this work and project management control systems that will be used on this project to achieve efficiency, schedule adherence, and budget certainty. The description should acknowledge the complexity of design alternatives and interaction with City Departments.

ii. Work Plan, including Schedule

Provide a preliminary baseline schedule showing the Proposer's proposed phasing, sequencing of work, durations, and options to be considered by CCDC that provides value and minimizes adverse impacts to the public, adjacent businesses and property owners. The baseline schedule should assume the current schedule outlined in Section 2.3 provides a starting point for planning. Include required winter work to achieve the mandatory completion date and ideas to expedite the schedule.

iii. Conduct of Construction

Describe actions and procedures used to minimize adverse impacts to the public, adjacent businesses, property owners and adjacent construction efforts. Explain how good relations will be established and maintained and how open and

productive communications will be fostered with all interested parties, including the streetscape improvement team and the team for the parcel to the east. Specific examples of successful implementation of these actions and procedures from past projects are strongly encouraged.

e. Project Management : 30 Points

i. Preconstruction Services

The project will contain multiple design alternatives. Outline your approach to guide the review of multiple preliminary design options.

Describe your approach to review subsequent revisions of design alternatives to help identify a preferred concept and how you'll help guide it to final construction documents. Detail how these reviews will ensure constructability and how the Proposer will successfully suggest changes to the drawings if deemed necessary.

ii. Budget Control/Value Engineering

Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering (VE). Describe how opportunities will be identified that will make the project a better value. Include the means and methods that will be used and, specifically, how key personnel will interact with stakeholders and the design team to introduce VE proposals and work through updates to cost estimates. Describe past projects where VE has been an integral part of the relationship with the owner, including VE processes that were not successful and VE means and methods successfully used on past projects. Projects with multiple design alternatives are of particular interest.

Describe how you track and report construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Finally, describe how you would administratively manage, track, and invoice for the various separate cost categories that comprise the Guaranteed Maximum Price especially given multiple funding sources.

iii. Scheduling

Describe your approach to integrate work efforts with the adjacent private development to the east and streetscape improvements to the north. Describe work strategies you will employ and examples of past successes working with adjacent active design and construction projects.

The completion date for the project is based on the **hard deadline** of the RMOB district closing in September 2025. Describe your approach to meet the deadline, including off hours and winter work. Include ideas to accelerate the schedule

Outline your understanding of the local construction market as it relates to this project and how you will ensure the proposed staff will be available at the proper times to complete this project on schedule. Include explanations of your existing and upcoming projects within the area, subcontractor availability, and approaches to reach-out/solicit to subcontractors which provide an advantage.

Describe the primary scheduling techniques you use and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on projects of similar scope and complexity. Discuss in detail how you intend to enforce contract schedule compliance to meet the schedule deadline.

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and consultants. Before a CM/GC is selected, CCDC will conduct reference investigations and may conduct interviews to evaluate the Proposer's ability to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Proposers will be evaluated based on the information described in this RFQ. If interviews are conducted, they will occur the week of October 31, 2022.

4.6 Qualification-Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

4.7 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation and contracting purposes.

4.8 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Manager
(208) 391-7304 or kwanner@ccdcboise.com

4.9 EXHIBITS TO THIS RFQ

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Project Timeline
- D: Project Vicinity Map

END of RFQ

EXHIBIT A

**RFQ: CM/GC SERVICES – 521 WEST GROVE STREET PUBLIC SPACE
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Kathy Wanner, | Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a company to supply CM/GC services to CCDC for the project.

- A. Discretion of CCDC: The Proposer submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

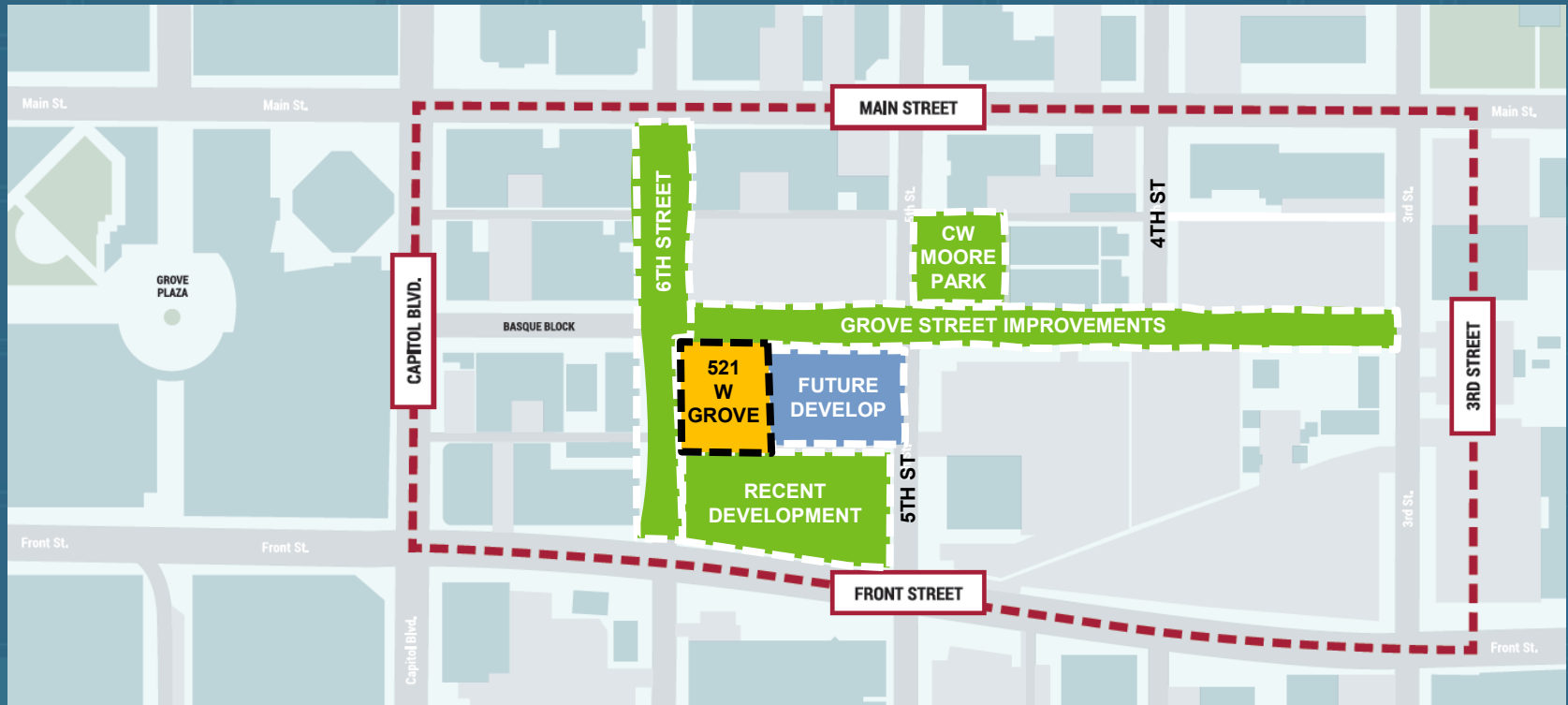
Date: _____

521 West Grove Street Public Space Exhibit C – Project Timeline

<u>CM/GC RFQ issued</u>	<u>October 20, 2022</u>
<u>Due date for RFQ submissions</u>	<u>November 14, 2022</u>
<u>CCDC Board – Approval of CM/GC rankings</u>	<u>December 12, 2022</u>
 Stakeholder Engagement Concept Design	 10 months
Pre-concept/Programing survey preparation	October
Pre-concept On-line Public Survey open	November-December
Process survey results	December
Develop Concept Alternatives	January – Feb 2023
Concept Alternatives Open House	March
Develop Preferred Design	March – April
 <u>CMGC cost estimating</u>	 <u>April – May</u>
Preferred Design Open House or Online Survey	June
Parks Commission meeting (informational to affirm direction)	July
City Council work session (informational to affirm direction)	August
CCDC Board – Informational Presentation	August
 Design Review and Approval	 3 months
Prepare final documents	September
Design Review Submittal/Approval	September – November
 <u>CMGC cost estimating</u>	 <u>November</u>
CCDC Board - Final Design	November
 Design Development (60% set)	 3 months
Design Development	November – January
 <u>CMGC Cost Estimate</u>	 <u>January 2024</u>

Construction Documents	4 months
Construction drawings 99%	February – May
<u>CMGC Cost estimate.....</u>	<u>April 2024</u>
Permit Review and Approval	3 months
Plan Review	May - July
100% CD's	July 2024
<u>CMGC Construction Contract.....</u>	<u>July 8, 2024</u>
<u>Bidding</u>	<u>3 months</u>
Bidding & award	July – September 2024
<u>Construction</u>	<u>8 Months</u>
Construction	September – May 2025
<u>Project closeout</u>	<u>1 Month</u>
Construction	June – July 2025
<u>RMOB district closes</u>	<u>September 30, 2025</u>

EXHIBIT D



ATTACHMENT C
FINAL EVALUATION TALLY



Final Evaluation Tally

RFQ: CM/GC SERVICES: 521 WEST GROVE STREET PUBLIC SPACE

Due: November 14, 2022

		GUHO	WRIGHT BROTHERS	PETRA, INC.
Category		Points	Points	Points
Cover Sheet	5			
	Member #1	5	5	5
	Member #2	5	5	5
	Member #3	5	5	5
	Member #4	5	5	5
Waiver/Release	5			
	Member #1	5	5	5
	Member #2	5	5	5
	Member #3	5	5	5
	Member #4	5	5	5
Signed Cover Letter	0			
	Member #1	0	0	0
	Member #2	0	0	0
	Member #3	0	0	0
	Member #4	0	0	0
Company Profile	30			
	Member #1	30	25	18
	Member #2	28	25	18
	Member #3	27	27	23
	Member #4	24	24	26
Proposed CM/GC Project Team	45			
	Member #1	43	40	30
	Member #2	40	38	30
	Member #3	44	42	25
	Member #4	40	42	40
Proposer Experience and Past Performance	45			
	Member #1	42	45	35
	Member #2	42	42	30
	Member #3	44	42	25
	Member #4	40	42	35
Project Approach, Work Plan & Schedule	40			
	Member #1	40	35	20
	Member #2	39	33	22
	Member #3	39	37	18
	Member #4	35	38	35
Project Management	30			
	Member #1	28	25	15
	Member #2	28	24	24
	Member #3	26	25	10
	Member #4	28	28	28
Total Points	1000	747	719	547
Rank		1	2	3



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AGENDA BILL

Agenda Subject: Old Boise Blocks Canal and Agricultural Past Public Art – Partnership with Boise Arts & History – Type 4 Capital Improvement Contribution Agreement with City of Boise		Date: December 12, 2022
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Exhibit A – Vicinity Map 2) Exhibit B – Estimate of Probable Cost	
Action Requested: Review Old Boise Blocks Canal and Agricultural Past Public Art – Partnership with Boise Arts & History as a project eligible to utilize the Type 4 Capital Improvement Contribution Agreement and direct staff to continue negotiating a final agreement with City of Boise for future Board Approval.		

Background:

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. 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 recommends including public art to celebrate the historic culture of the neighborhood. Public Art discussions continue as a design team advances the vision into capital improvement plans for the neighborhood.

The Boise City Public Art Program staff participated in the community stakeholder and design team meetings regarding the visioning, plan for streetscape, history, and cultural improvements for Grove Street, between 6th & 3rd streets in downtown Boise.

As part of the design discussions, Public Art Program staff have identified two public art opportunities for the Old Boise Blocks project to celebrate the neighborhood's canal and agricultural past; an artist designed icon to be stamped or imbedded into concrete in the streetscape and an artist designed installation between pedestrian and water way/water wheel on the edge of C.W. Moore Park.

Staff will continue to collaborate with the stakeholder group and design team to coordinate and manage two selection processes including: RFQ/RFP, facilitate the artist selection process,

draft and negotiate contract(s), manage the selected artists and project responsibilities, and coordinate with the project team to prepare the site for installation. Site preparation and installation of the work will be coordinated with construction of streetscape and park improvements.

The City of Boise Department of Arts & History is requesting funding assistance from the Agency for the Public Art. CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the City for the Art.

The Type 4 Capital Improvement Contribution Agreement (“Agreement”) sets forth the Agency’s commitment to reimburse Boise City Parks and Recreation the actual cost—not to exceed \$165,000—for Public Art.

Fiscal Notes:

Funding for the reimbursement is included in the Agency’s original FY23 budget.

Staff Recommendation:

Approve and direct staff to continue negotiating a final Type 4 Capital Improvement Contribution Agreement for the Old Boise Blocks Canal and Agricultural Past Public Art.

Suggested Motion:

I move to direct staff to continue negotiating a final Type 4 Capital Improvement Contribution Agreement with City of Boise for Old Boise Blocks Canal and Agricultural Past Public Art – Partnership with Boise Arts & History

Exhibit A



Exhibit B

Old Boise Blocks Canal and Agricultural Past Public Art

Estimate of Probable Cost - 12/1/2022

Stephanie Johnson

Cost Component/Phase	Estimate Cost (\$)	Anticipated Timing	Notes
Artist Designed Icon	\$ 3,000.00	Design April 2023	Call for artist, design
Stamp fabrication, inlay, installation	\$ 20,000.00	Fabricated & Install Fall 2023	Locate fabricator, fabricate, install - depending on application, need time to with concrete pouring
Public Art - Adjacent Canal	\$142,000.00	Install Winter 2023/Spring 2024	Call for artist, selection, design, fabrication, installation, construction needs to be finished in vicinity



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AGENDA BILL

Agenda Subject: 2500 E Freight St – Boise Gateway 3 – Type 2 Participation Agreement Designation		Date: December 12, 2022
Staff Contact: Alexandra Monjar	Attachments: 1) Site Map 2) Renderings 3) Public Improvement Plan	
Action: Designate Boise Gateway 3 as eligible for Type 2 General Assistance Participation and direct staff to negotiate a Type 2 agreement with Boise Gateway 3, L.C. for future board approval.		

Background:

Boise Gateway Building 3 is a planned 185,000 square foot, speculative warehouse building located in the 140-acre Boise Gateway Industrial Park which is owned by the City of Boise and leased with a development agreement to Boyer Company. Boyer Company is an over 50-year-old full service real estate development firm based in Salt Lake City, Utah. Building 3 is designed to accommodate between one and four tenants with modern architecture, storefront and clerestory windows, and market-leading ceiling clear heights of 36 feet. The 11-acre site will also feature simplified truck circulation and 121 parking spaces for employees and visitors. The project will also provide bike racks and accessible pathways from the parking area to the building. The project's estimated Total Development Costs are \$26.3 million with an estimated creation of 125 construction jobs and space to accommodate up to 50 permanent jobs.

The project's planned public improvements include the widening of Eisenman Road to incorporate a left-hand turning lane into Winco Court, and the construction of sidewalks and streetscapes on the Winco Court, Eisenman Road, and Freight Street frontages. The project will also underground power and fiber lines along the west side of the project and extend gas and sewer lines, facilitating connectivity to the vacant parcel south of the project. The Boyer Company will also install additional conduits to provide pathways for future utility or service connections.

These public improvements are eligible for CCDC reimbursement through the Gateway East Participation Program. Boise Gateway 3, L.C, the entity established by Boyer Company to develop this project, has applied for this assistance. Under the Gateway East Type 2 General Assistance program, no scorecard is used, and projects are eligible for reimbursement of eligible expenses spent constructing public improvements via annual reimbursement of 80% of the tax increment generated by the project for up to six years, and subject to Board approval.

The Agency received an application for Type 2 General Assistance for this project in September. The project received Design Review approval from the City of Boise on May 11, 2022, and sitework and grading has begun. Completion of the project is anticipated in August of next year.

Boise Gateway 3 meets the requirements of the Gateway East Participation Program as approved by the CCDC Board in July 2019 and promotes the objectives of the Gateway East District Plan.

Project Summary:

- 11.46-acre lot addressed as 2500 E. Freight St
- 185,300 square foot, speculative industrial building
- \$26,293,000 Total Development Costs
- \$1.9 million Estimated Eligible Expenses

Timeline:

- May 2022 – Design Review Approval
- September 2022 – Type 2 Application
- Fall 2022 – Construction begins
- December 2022 – Type 2 Designation
- February 2023 – Type 2 Agreement Approval
- August 2023 – Anticipated construction completion
- 2024 – Project is on primary tax roll and pays property taxes
- 2025 through 2030 – CCDC issues reimbursements based on actual expenses and taxes paid

Fiscal Notes:

The project has estimated Eligible Expenses of \$1.9 million. CCDC estimates that it will be able to reimburse approximately \$836,000 of these expenses through the project's incremental tax revenue generated over six years. Total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at project completion.

Upon approval of an Agreement, staff will include the project in the next Five-Year Capital Improvement Plan amendment for the Gateway East District.

Staff Recommendation:

Direct staff to negotiate a Type 2 Participation Agreement for Boise Gateway 3 for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with Boise Gateway 3, L.C. for future board approval.

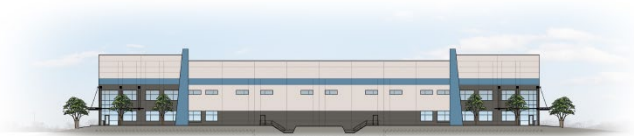
Attachment #1 – Site Map



Ada County Assessor Parcel # S1607336210
2425 E Winco Ct. Boise, Idaho 83716

Ada County Assessor Parcel # S1607336220
2500 E Freight St. Boise, Idaho 83716

Attachment #2 – Renderings



North Elevation



East Elevation

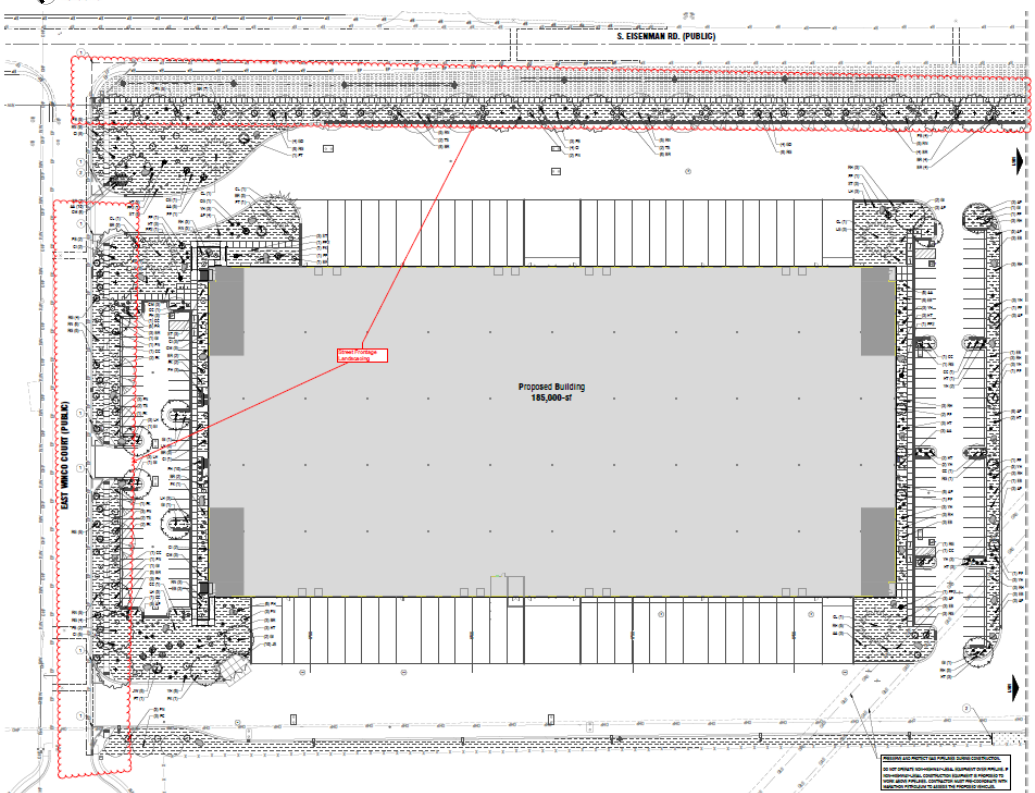
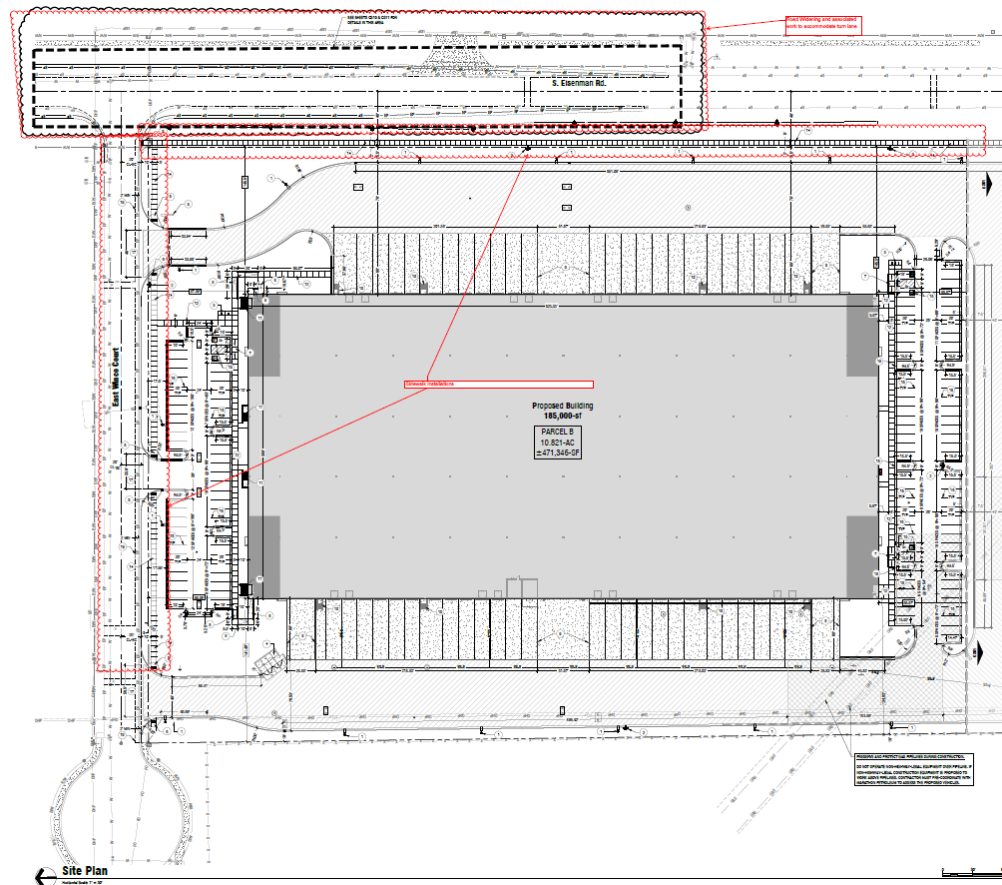


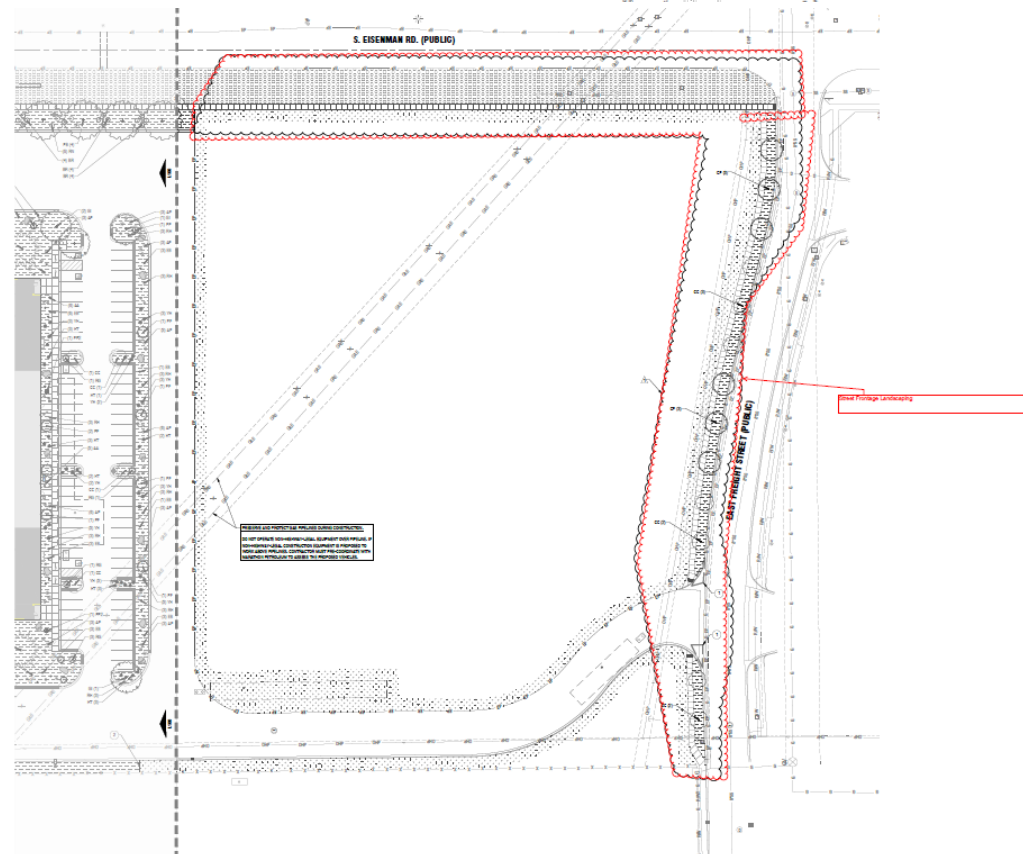
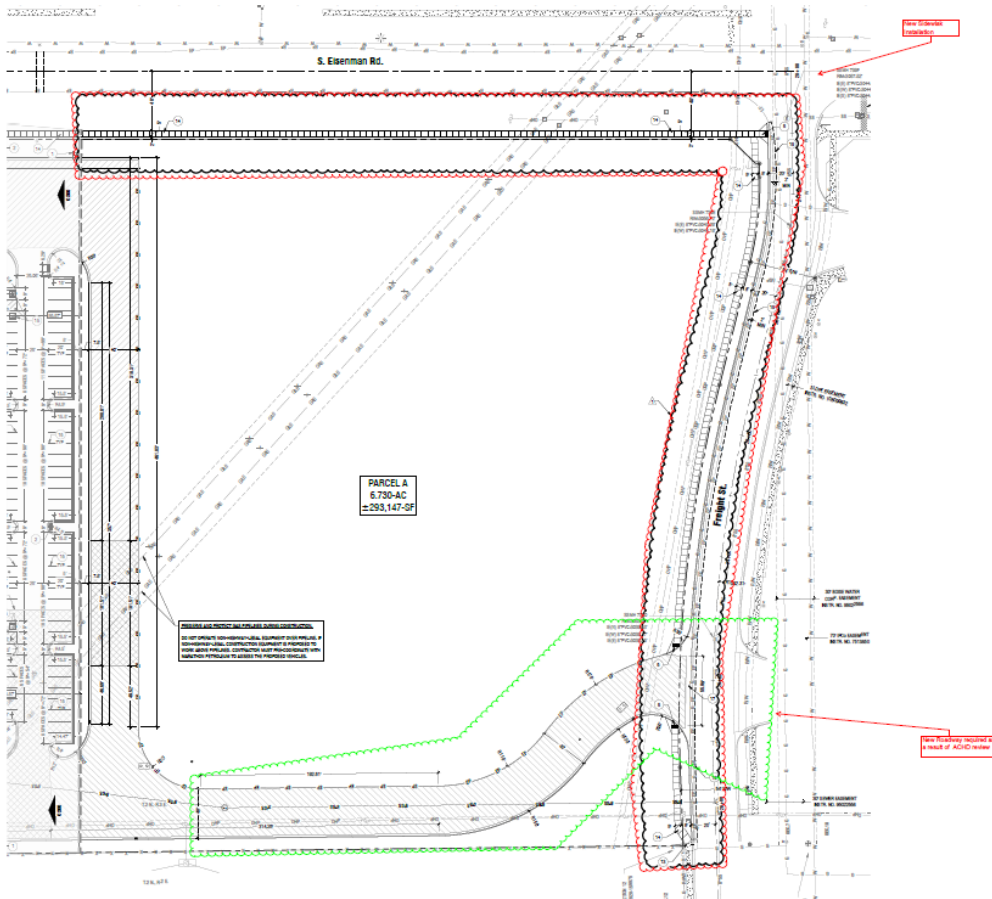
South Elevation

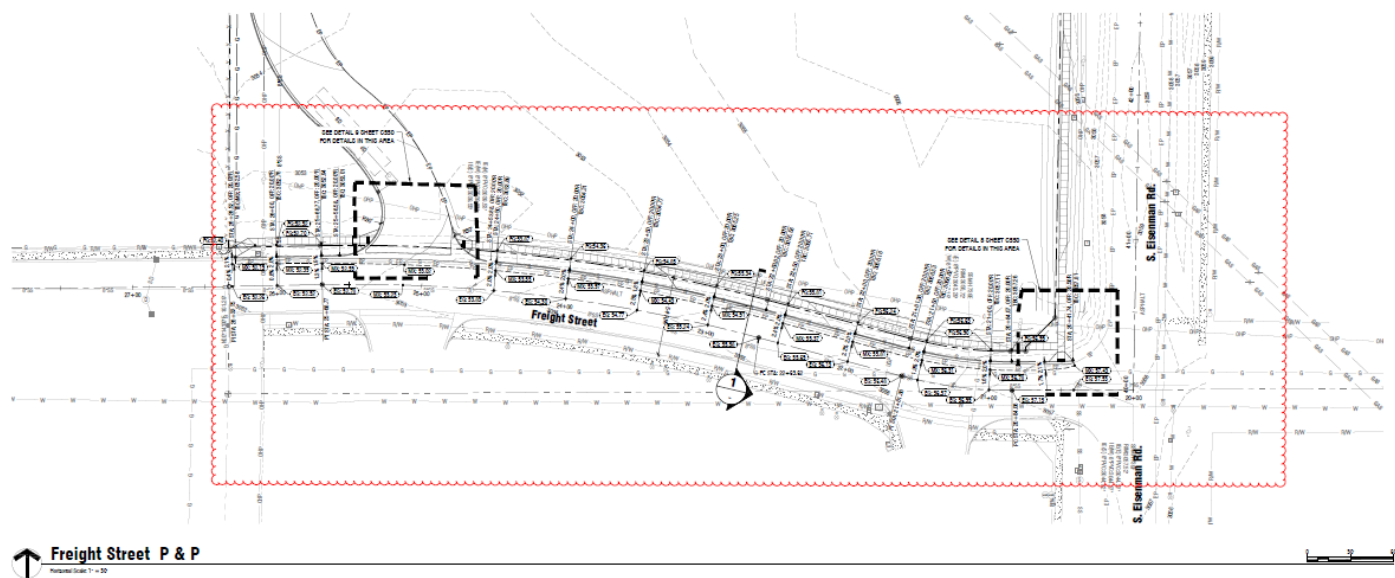
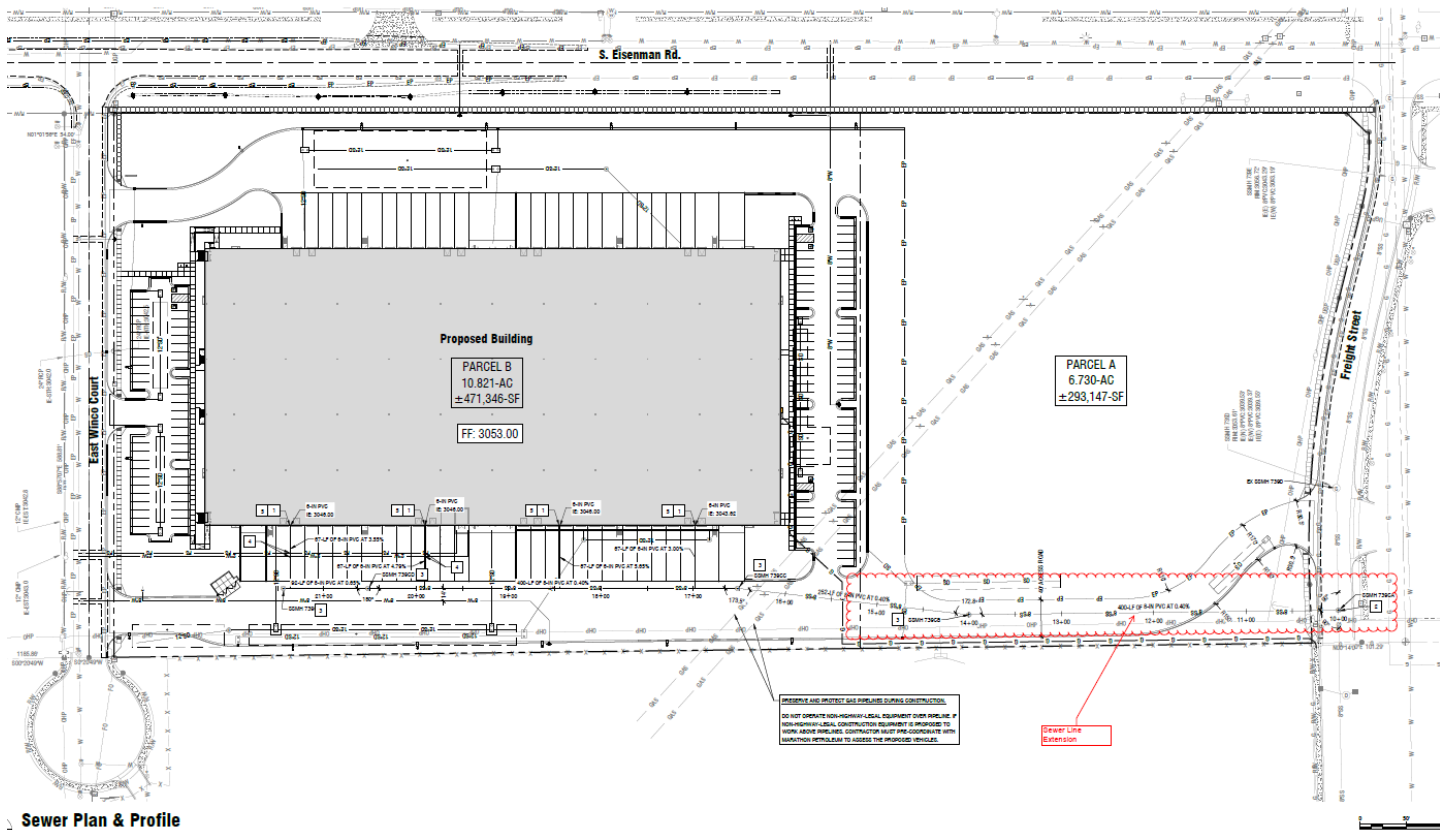


West Elevation

Attachment #3 – Public Improvement Plan





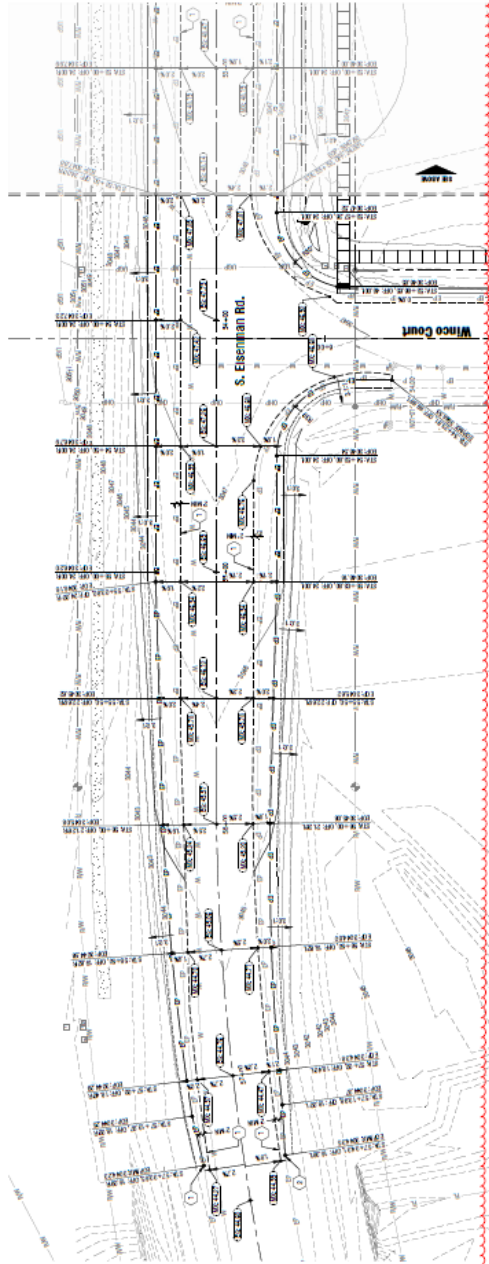
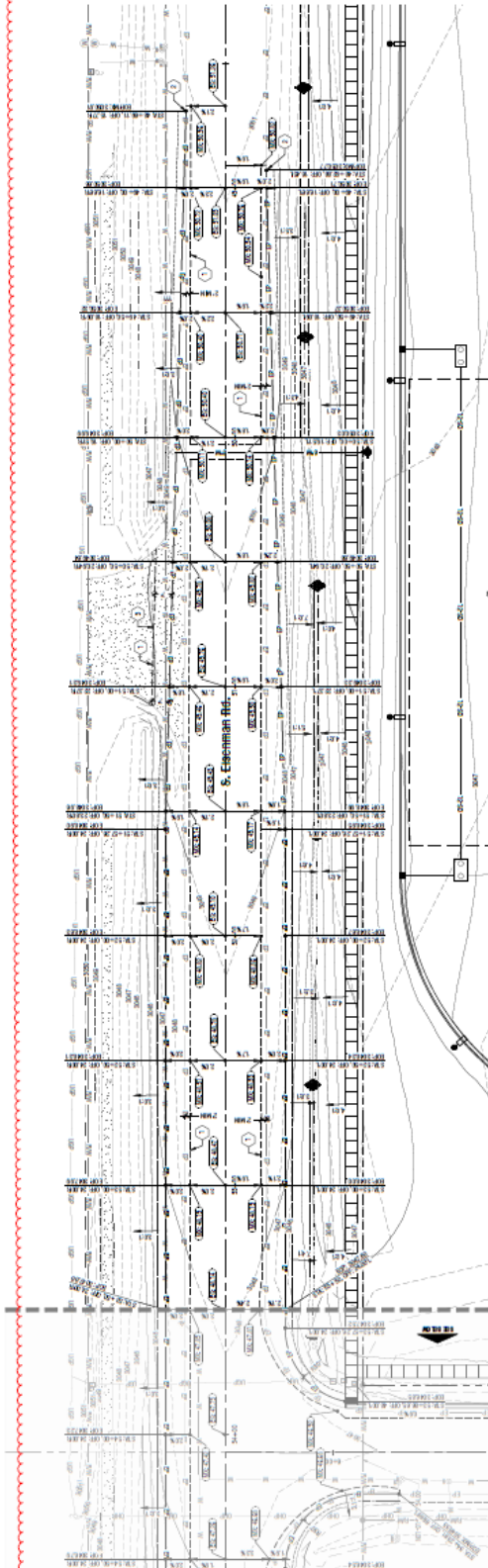


Sheet Notes

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Keynotes:

1. **SAVING EDITING**
 - TO OPEN: GO-SET
 - REPAIRING: ALL NEW
 - PARAMETER MATCH
 - OPENING OFFICE
 - ADDING NEW-ON
 - ON TO USE THE PO
 - MATCH: ENTER
 - NEW (COP) IN
 - MATCH: QP 3
 - COLLECTION
 - POLARIS: THE
 - PO-34-00
 - DATE AND 20
 - DISCIPLES
 - PAYMENT A
 - ITS SOURCE
2. **MATCH EDITING**
3. **MATCH EDITING**



S Eisenman Widening



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AGENDA BILL

Agenda Subject: West End Water Renewal Infrastructure – Type 4 Capital Improvement Project Designation with City of Boise		Date: December 12, 2022
Staff Contact: Kevin Holmes Project Manager- Property Development	Attachments: 1) West End Water Renewal Infographic 2) City of Boise Funding Request 3) Estimated Project Costs	
Action Requested: Designate the West End Water Renewal Infrastructure project as eligible for Capital Improvement Project Coordination Participation and direct staff to negotiate a Type 4 Agreement with the City of Boise for future board approval.		

Background:

Former home to automotive-oriented businesses, about 100 acres of large vacant and underutilized parcels sit idle and disinvested in the 30th Street Urban Renewal District. These properties, generally located adjacent to Whitewater Blvd, 27th St, Main St, and Fairview Ave, remain underdeveloped due to barriers to redevelopment, attributed in large part to needed sewer infrastructure investments.

A May 2022 City of Boise Public Works sewer study identified that current zoning regulations allow for, and property owners aim to deliver, 2,500 units of residential housing on their properties. This requires that a new regional lift station, a 530-foot pressurized discharge pipe, and approximately one mile of new or replaced gravity sewer lines, all sized to serve 2,500 units, must be built – at a cost of over \$6 million. The first several developments, seeking a way to develop 836 total units, became disproportionally saddled with much of these infrastructure costs, threatening the viability of the projects themselves and the overall likelihood of the needed infrastructure being constructed.

In response, the Agency brought together the City of Boise Public Works Department and the developers in a collaborative effort and devised a joint-project water renewal infrastructure investment plan (see attached [West End Water Renewal Infographic](#)) that orchestrates the construction of the needed sewer upgrades. Public Works will build the lift station and pressurized discharge pipe and each development will install segments of updated and upsized piping. CCDC will reimburse each party, through separate reimbursement agreements, for eligible public expenses.

Housing Partnerships

These three mixed-use developments, listed below, have already received Design Review approval from the City, and The Avens and LOCAL Fairview have already been designated as Type 2 partnerships by the CCDC Board of Commissioners.

PROJECT NAME	DEVELOPER	DESCRIPTION
The Avens	Roundhouse	196 units / 10,000 SF daycare
LOCAL Fairview	Subtext	271 units / 8,000 SF commercial
27th & Fairview	Kal Pacific & Associates	369 units / 80,000 SF commercial and office

These three projects total over \$200 million in private investment and are planned to be completed in the 2024 - 2026 timeframe. Each new development will build out a section of sewer mainlines per the master plan of the Public Works Department. CCDC will enter individual Type 2 partnerships with each private development to reimburse for eligible expenses, including this sewer infrastructure, through TIF revenue. Altogether, over 2,000 feet of sewer mainline will be constructed between these three developments, preliminarily estimated to cost approximately \$1 million.

In addition to these immediate projects, the lift station and discharge pipe will serve as the backbone for all other incoming developments in a roughly 100-acre area. Analysis suggests that this infrastructure will support an additional 1,700 residential units, beyond the 836 planned with these first several developments, and over \$600 million in private investment in the next 3-10 years. This includes the future College of Western Idaho campus, as well as properties to the south of the I-184 Connector in the Shoreline District.

Public Works Partnership, Type 4 Designation

On August 3, 2022, the Boise Public Works Commission approved \$3.2 million in funding for the lift station and pressurized discharge pipe. On September 27, Public Works requested financial assistance from CCDC suggesting a 50/50 cost share agreement. The City will manage the design, construction, and initial payments with CCDC reimbursing upon project completion. Below are the major milestones, cost estimates, and schedule.

MILESTONE	SCHEDULE	COST ESTIMATE
Preliminary Design Report And 30% Design	February 2023	\$180,000
Final Design	August 2023	\$245,000
Construction Start	October 2023	\$2,762,000
Construction Finish - Commissioning	October 2024	

The Agency's FY2023 Capital Improvement Plan (CIP) programs \$2 million in FY24 to assist with sewer upgrades throughout the 30th Street District. With a 50/50 cost share, it's estimated the Agency will reimburse the City approximately \$1.6 million.

CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the City for the project. Should the Board designate this project, Agency Staff will negotiate the details of eligible expenses and final reimbursement amount with a do-not-exceed amount of \$1.6 million.

Fiscal Notes:

The Agency's FY2023 CIP programs sufficient funds in FY24 for this Type 4 Contribution Agreement.

Staff Recommendation:

Direct the Agency to negotiate a Type 4 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 4 Capital Improvement Contribution Agreement with City of Boise for future Board approval.

30TH STREET DISTRICT WEST END WATER RENEWAL



CCDC is partnering with the City of Boise and three private development projects to unlock 100+ acres of disinvested property in the 30th Street District. The partnerships remove a significant barrier to development by upgrading and expanding the outdated and undersized sewer infrastructure. This \$4 million public investment is a catalyst, creating additional water renewal capacity to serve over 2,000 units and \$800 million in upcoming private investment.



PROJECTS

1 LIFT STATION & FORCE MAIN – PP TYPE 4

TOTAL DEVELOPMENT COSTS: \$3.2 million
DEVELOPER: City of Boise
CCDC PARTICIPATION: Cost share with City of Boise for half of total project costs

2 LOCAL FAIRVIEW – PP TYPE 2

TOTAL DEVELOPMENT COSTS: \$81 million
DEVELOPER: Subtext
CCDC PARTICIPATION: \$1.2 million
WATER RENEWAL INFRASTRUCTURE: 800 feet of sewer mainline from Main Street connecting into existing sewer at 25th and Idaho Streets

3 27TH & FAIRVIEW – PP TYPE 2

TOTAL DEVELOPMENT COSTS: TBD
DEVELOPER: Kal Pacific
CCDC PARTICIPATION: TBD
WATER RENEWAL INFRASTRUCTURE: 600 feet of sewer mainline from 28th & Fairview to Fletcher & 27th

4 THE AVENS – PP TYPE 2

TOTAL DEVELOPMENT COSTS: \$80 million
DEVELOPER: Roundhouse
CCDC PARTICIPATION: \$2.4 million
WATER RENEWAL INFRASTRUCTURE: 300 feet of sewer mainline under 28th Street and easment for Lift Station

Attachment #2 - City of Boise Funding Request



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Mike Sheppard, P.E., Engineer II, City of Boise Public Works
CC: Jim Parry, P.E., City Engineer, City of Boise Public Works
DATE: September 27, 2022
RE: Whitewater Lift Station and Discharge Pipeline - Funding Request

PROJECT BACKGROUND

The City is experiencing development densification in the West End Downtown area and the existing sewer collection system does not have adequate depth and capacity to serve the active and expected re-development associated with the 30th Street Redevelopment District.

A sewer study was completed in 2020 and updated in 2022. The identified solution is a new regional lift station, pressure discharge pipeline, and various gravity sewer extension and upsized projects to provide capacity for development and a better level of service to the area.

Construction of the lift station and discharge pipeline is immediately necessary to serve active development projects (Avens, Local, 27th Street, Fletcher). The estimated cost to design and construct the lift station and discharge pipeline is \$3.2 million dollars. This work can be defined as an Economic Development/Community Enhancement Project as defined in the Boise City Sewer Extension Policy and the Public Works Department has received approval from the Public Works Commission to financially participate with the condition that developers financially participate.

PROJECT SCHEDULE

The known developments (Avens, Local, 27th Street, Fletcher) expect occupancy sometime between June and December 2024. To accommodate this schedule, lift station and discharge pipeline design will begin immediately. To reduce costs, City of Boise will complete the discharge pipeline design in-house. City of Boise will complete survey work, project management, construction management, and inspection services in-house. The City of Boise plans to fund 50% of the cost of these improvements. Schedule and estimated cost details are as follows:

- February 2023 - Complete Preliminary Design Report and 30% Design (\$180,000)
- August 2023 - Complete Final Design (\$245,000)
- October 2023 - Begin Construction (\$2,762,000)
 - Construction costs include traffic control, equipment rental, and misc. subcontractor costs

REQUEST

The City of Boise requests a 50/50 cost share, amounting to approximately \$1,593,500 dollars from CCDC to support this project.

This request is only for funds for a small amount of the overall sewer work necessary for densification of the 30th Street Redevelopment District. City of Boise expects participation from developers on the future projects as well.

Attachment #3 - Estimated Project Costs

Opinion of Probable Cost					
Whitewater Lift Station and Discharge Pipeline				Revision Date July-2022	
Item No.	Description	Est Quantity	Unit	Unit Price	Total Price
1	Mobilization 5% Pipeline	1	LS	\$ 101,188.00	\$ 101,188.00
2	8" Pressure Sewer Pipe	530	LF	\$ 150.00	\$ 79,500.00
3	15" Gravity Sewer Pipe	930	LF	\$ 265.00	\$ 246,450.00
4	Manhole	5	EA	\$ 6,000.00	\$ 30,000.00
	Pressure Fittings and Appurtenances				
5	8" Bend	4	EA	\$ 1,700.00	\$ 6,800.00
6	Isolation Valves, 8"	2	EA	\$ 3,400.00	\$ 6,800.00
7	Install Thrust Block	4	EA	\$ 5,100.00	\$ 20,400.00
	Surface Repair				
8	0-10' Depth Surface Repair (1/4 Street)	1460	LF	\$ 70.00	\$ 102,200.00
9	0-20' Depth Surface Repair (1/2 Street)	0	LF	\$ 110.00	\$ -
	Lift Station				
10	Submersible Lift Station	1	LS	\$ 1,200,000.00	\$ 1,200,000.00
11	Building	1	LS	\$ 250,000.00	\$ 250,000.00
	Miscellaneous Other				
12	Sediment Control	1	LS	\$ 15,000.00	\$ 15,000.00
13	Sanitary Facilities	1	LS	\$ 1,500.00	\$ 1,500.00
14	CCTV Inspection	1460	LF	\$ 3.50	\$ 5,110.00
15	Construction Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00
16	Dewatering	1	LS	\$ 30,000.00	\$ 30,000.00
Estimated Construction Cost					\$ 2,125,000.00
Project Soft Costs 20%					\$ 425,000.00
Contingency 30%					\$ 637,500.00
Total Probable Cost in 2022 Dollars					\$ 3,187,500.00



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AGENDA BILL

Agenda Subject: 1522 W State St – 16 th & State – Type 2 Participation Agreement Designation		Date: December 12, 2022
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Designate 16 th & State as a project eligible for General Assistance Participation and direct staff to negotiating a Type 2 Agreement with 1522 W State St, LLC for future board approval.		

Background:

The 16th & State mixed-use development is a planned seven-story building with a total of 104 residential units and approximately 1,600 square feet of ground floor retail space. The project sits on 0.36 acres at the northeast corner of 16th and State Street and lies within the Westside Urban Renewal District.

This mixed-use project is being developed by Johnson & Carr, Inc., a Seattle-based developer of residential and mixed-use projects with a focus on providing sustainable and affordable workforce housing. Established in 2010, to date they have been responsible for the development of roughly 1,350 residential units, primarily in the Seattle regional area. This is the group's first project in Boise.

The 16th & State is comprised of a seven-story building with two levels of above grade podium parking and ground floor lobby and retail space. Located on the State Street transit line and within one block of two VRT stops, the project received a parking reduction from the City. With this reduction, 37 vehicle spaces are provided, with an additional 110 bike parking spaces for the public, residents, and commercial uses.

The project will have 104 studio units aimed at providing workforce housing near the downtown core and within walking distance to an array of amenities and services. Nearly all the units will naturally be at rent levels below 100% Area Median Income (AMI). As part of the Type 2 partnership with the Agency, 11 units will be income qualified for a period of 6 years at 100% AMI or less, meeting the program definition requirements for Mixed Income or Workforce Housing. Meeting this requirement increases the level of reimbursement available, as described in further detail on the following page. The City of Boise Housing and Community Development Department will be a party to and enforce an affordability covenant as the term of the agreement will extend approximately five years beyond the term of the Westside District.

The public improvements eligible for CCDC funding include streetscape improvements along 16th St and State St which will result in a drastic improvement over the previous conditions which consisted of large curb cuts and deteriorating attached sidewalks. Eligible expenses associated with these improvements include eight-foot-wide detached sidewalks, large street-level canopies providing weather protection, six street trees, streetlights, and bioretention planters which provide stormwater management. The combined streetscape costs estimated for all frontages are estimated at \$370,000. Utility upgrades include relocating and upgrading fire lines and significant work related to stormwater management along both streets. This work is estimated to cost \$290,000.

Johnson & Carr has requested designation for CCDC's Type 2 Participation Program, which is scored based on ten urban design categories. The design of the project meets many of these desired principles including structured parking, pedestrian focused design with a prominent entry and functional awnings, and a high floor area ratio fitting of a development in this location. Preliminary review of the project scorecard shows that it will score approximately 167 points putting it in the - Level A reimbursement category.

The project received Design Review approval in June of this year and the developer plans to begin construction spring of 2023 with an estimated completion of fall 2024. With the expiration of the Westside District in 2026, the standard Type 2 agreement with reimbursements occurring upon receipt of actual tax revenue received would not accomplish the goals of the Participation Program, as only one of six potential reimbursements would be complete. A recent revision to the program allows for the use of Capital Improvement Plan (CIP) funds to reimburse eligible projects which are completed within the last two years of a district's life. This project qualifies for those funds. Should the Board approve this designation, the Agency will negotiate a final do-not-exceed amount to be included in a final agreement brought to the Board. Based on the project's scoring and available funds allocated in the CIP, the Agency anticipates setting that amount at 100% of the final Eligible Expenses. The schedule of the reimbursement will be negotiated based upon a detailed review of anticipated CIP funds and developer timelines.

Project Summary:

- 1522 W State Street
- 104 studio units
- 11 income-restricted units at 100% AMI and below
- 1,600 square feet of ground floor retail
- \$23 million Total Development Costs
- \$660,000 Estimated Eligible Expenses

Timeline:

- June 2022 – Design Review Approval
- Sept 2022 – Applied for Participation
- TODAY – Type 2 Designation
- Jan 2023 – Type 2 Agreement Approval
- March 2023 – Construction begins
- Fall 2024 - Construction complete and CCDC reimburses approved expense

Fiscal Notes:

The project has estimated Eligible Expenses of approximately \$660,000. The FY2023-FY2027 Five-Year Capital Improvement Plan includes \$2 million in the Westside District for Type 2 accelerated reimbursements such as this. Funds are allocated on a first come, first serve basis, with Board discretion. This is the first application for these funds received in the Westside District.

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 1522 W State St, LLC for future board approval.

Attachment #1 – Site Map



Attachment #2 – Renderings

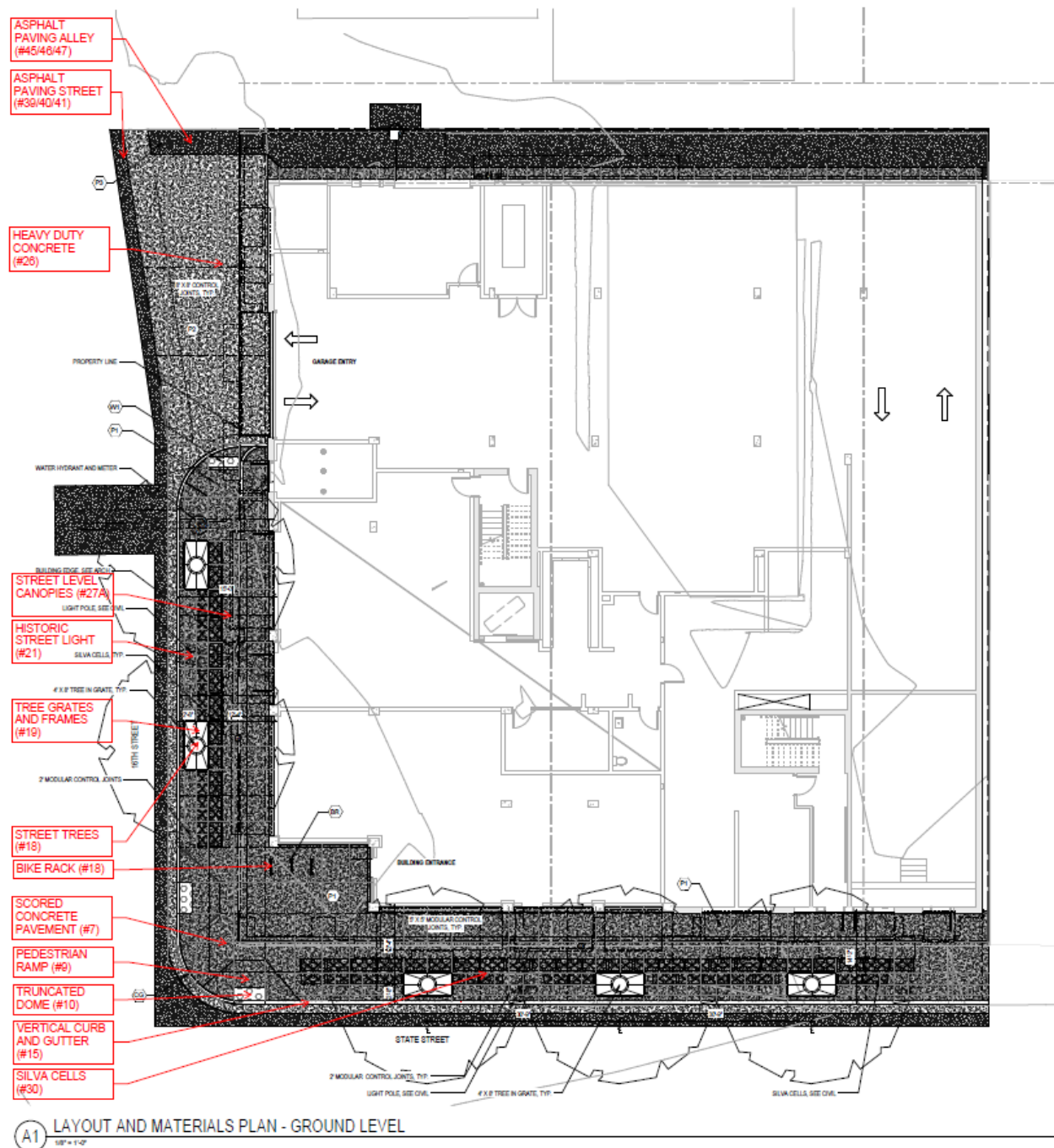


SOUTHWEST PERSPECTIVE



WEST PERSPECTIVE

Attachment #3 – Public Improvement Plan





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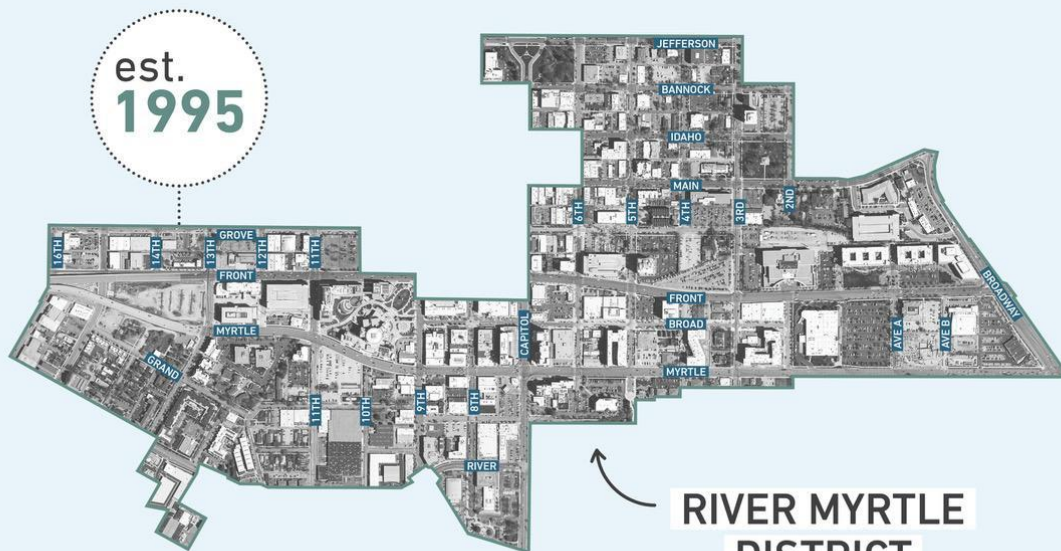
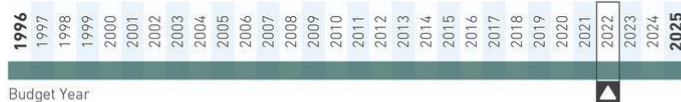


DATE: December 12, 2022
 TO: Latonia Haney Keith, Chair
 Board of Commissioners
 FM: John Brunelle, Executive Director
 RE: CCDC Monthly Report

RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Costs for fabrication and installation of “Pale Blue Dot,” increased significantly from their original estimate due to impacts from COVID-19 and unforeseen fabrication requirements. The Agency and Developer negotiated a proposed Fifth Amendment to the Type 3 Agreement to increase Agency participation, which the Board will consider at the December meeting. *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 the Parks

Department to help fund the improvements, not to exceed \$200,000. The Board approved the project in March for T4 Agreement Designation. Staff are awaiting further information while the city reviews the scope of the project. *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 is anticipated 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 a \$1.3M reimbursement for alley improvements, streetscapes, and utility work. The project coordinates overlapping public improvements with the Rebuild 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 will present a final agreement for Board approval in January. *Project Lead: Kevin Holmes*

ICCU Plaza - 200 N 4th St - PP Type 2: The Agency has received an application from BVA to participate in this project to construct a building with both a 13-story tower, which will be commercial/office space, and an 11-story tower, which will be residential/multi-family. A total of 125 apartments and 150,000 square feet of office space included. The public improvements eligible for CCDC reimbursement include streetscapes along 4th St, Main St, and Bannock St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer mainline. Total Development Costs are estimated at \$124 million and Eligible Expenses at \$2.2 million. The project is requesting the use of CIP funds dedicated to housing developments which will be complete before the expiration of the RMOB District. The Agency will present this project for designation in January. *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 are needed to address minor deficiencies, deterioration, or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the district-wide assessment of current conditions and to identify locations in need of improvements. Locations identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

Mobility

5th St & 6th St Two-Way Conversion: CCDC is assisting the City of Boise with this high-priority project to convert the two 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. ACHD approved an Interagency Cost Share Agreement at the November

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.

9, 2022, Commission Meeting. The Agreement is on the December 12, 2022, CCDC Board Meeting Agenda for approval. Staff anticipates consultant final design work to begin winter 2023. *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*

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 the 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. CCDC has worked with the City and ACHD to gain approval of a City directed curbless street design. CCDC is working on construction documents, a 60% set will be complete January 9, 2023. *Project Lead: Karl Woods*

Linen Blocks – West Grove Street Improvements: This project will make catalytic infrastructure improvements on Grove Street between 10th and 16th Streets. 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 draft final design plans to ACHD and the City of Boise in September 2022. The Board approved Guho Corp. as the selected CM/GC for the project at the October 2021 Board Meeting. Amendment No. 1 to Guho's contract for advanced sewer relocation work was approved at the October 10, 2022, Board meeting. Guho started sewer construction November 14, 2022 and anticipates construction of the full improvements to follow in January 2023 once permitting approvals are complete. *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 winter 2023. *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. CCDC submitted draft final design plans to ACHD and City of Boise for approval in October 2022. Bidding anticipated in early 2023 with construction beginning spring 2023. *Project Lead: Zach Piepmeyer*

521 W Grove Street Public Space

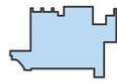
This project will develop an Agency-owned parcel at 521 W Grove Street into a public space that celebrates the neighborhood's multi-cultural history, provides additional event space to support street festivals on the adjacent Basque Block, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy. This project is in collaboration with Boise Parks Department, which will assume ownership, operation, and maintenance. A Design Team was selected through an RFQ process. Staff received Board approval for the selection of the Design Team in October. A CMGC was selected through an RFQ process. Staff are seeking Board approval for the selection of the CMGC in December. *Project Lead: Karl Woods*

Special Projects

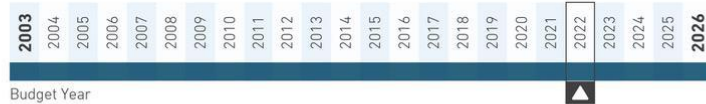
RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store 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 the transition of the property to the City of Boise. *Project Lead: Alexandra Monjar*

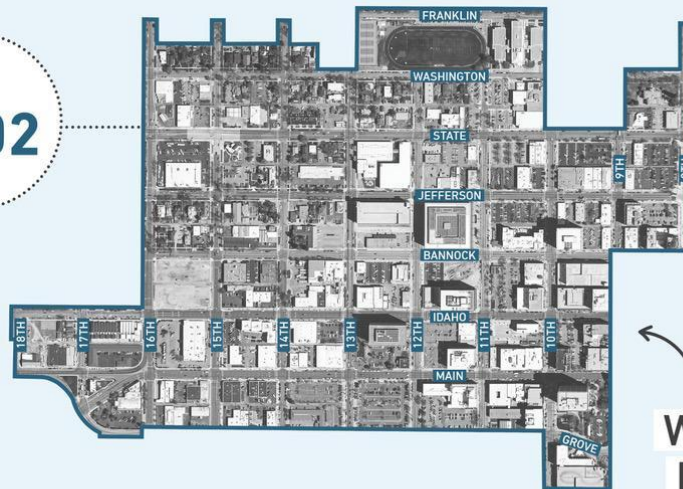
WESTSIDE DISTRICT



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**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, approved by the Board August 8, 2022, and has been installed. Overall project completion expected in Spring 2023 and the Agency is coordinating with the developer regarding the cost documentation process. *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 have negotiated terms for two Disposition and Development Agreements (DDA). The DDA for the Workforce Housing Project on Block 69 North involves a land exchange of 421 N 10th St for parcels on a portion of Block 69 N owned by the YMCA. The Agency and YMCA executed the Land Exchange Agreement in July 2022 and the Amended and Restated Land Exchange in October 2022 at which time the Board also approved the DDA. Given the complex nature of the Mixed-Use Residential & Mobility Hub Project on Block 68 South involving disposition of 1010 W Jefferson St, the Board also approved a First Amendment to the ANE in October, extending the ANE

deadline to December 30, 2022. The Board will consider approval of 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 December. 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 was completed to make the exterior more presentable. The parking space lines were repainted as of June 23, the Car Park is now 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 the expected completion date is TBC. *Project Lead: Kevin Holmes*

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 approved the final agreement in October and construction is ongoing. *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 designated the project at the October 10, 2022, meeting and the Agency plans to present a final agreement for approval in January. *Project Lead: Kassi Brown*

16th & State - 1522 W State St - PP Type 2: The Agency has received an application from Johnson & Carr to participate in this project to construct a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground floor retail. The project includes workforce housing, 10% of the units will be rent restricted and reserved for income qualified residents. The public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades water line relocations and stormwater management infrastructure. Total Development Costs estimated at \$23 million and Eligible Expenses at \$660,000. The project is requesting the use of CIP funds dedicated to housing developments which are to be completed before the expiration of the Westside District. The Agency will present this project for designation 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 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's bikeway facility improvements for 11th Street from Heron Street to State Street are under construction and anticipated to be complete by the end of summer 2023. 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 on this project in August but rejected all bids due to high pricing. ACHD anticipates re-bidding the project in January 2023 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 approved by the Board in September. *Project Lead: Alexandra Monjar*

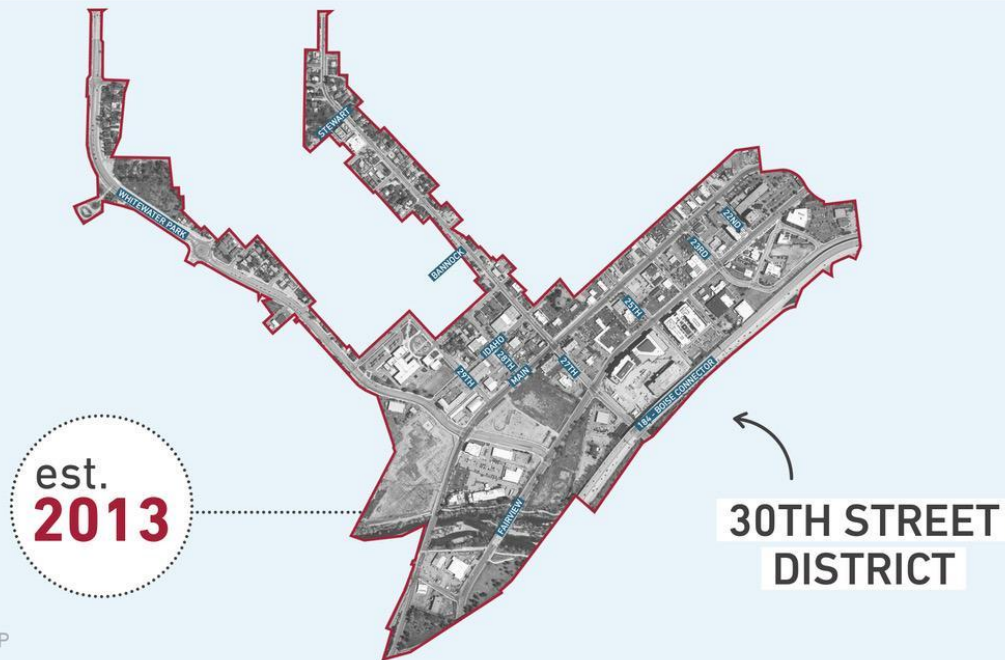
Mobility

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. Between March 2022 and November 2022, the design team coordinated with property owners and the ACHD Commission on various alternative modifications. At its November 9, 2022, meeting the ACHD Commission adopted Concept A as the preferred alternative for the CCDC section (State to Franklin). ACHD continues to vet additional alternatives for its project segment from Franklin to Union. The. *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 to 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 estimated at \$81 million and Eligible Expenses at \$1.2 million. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in January. *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

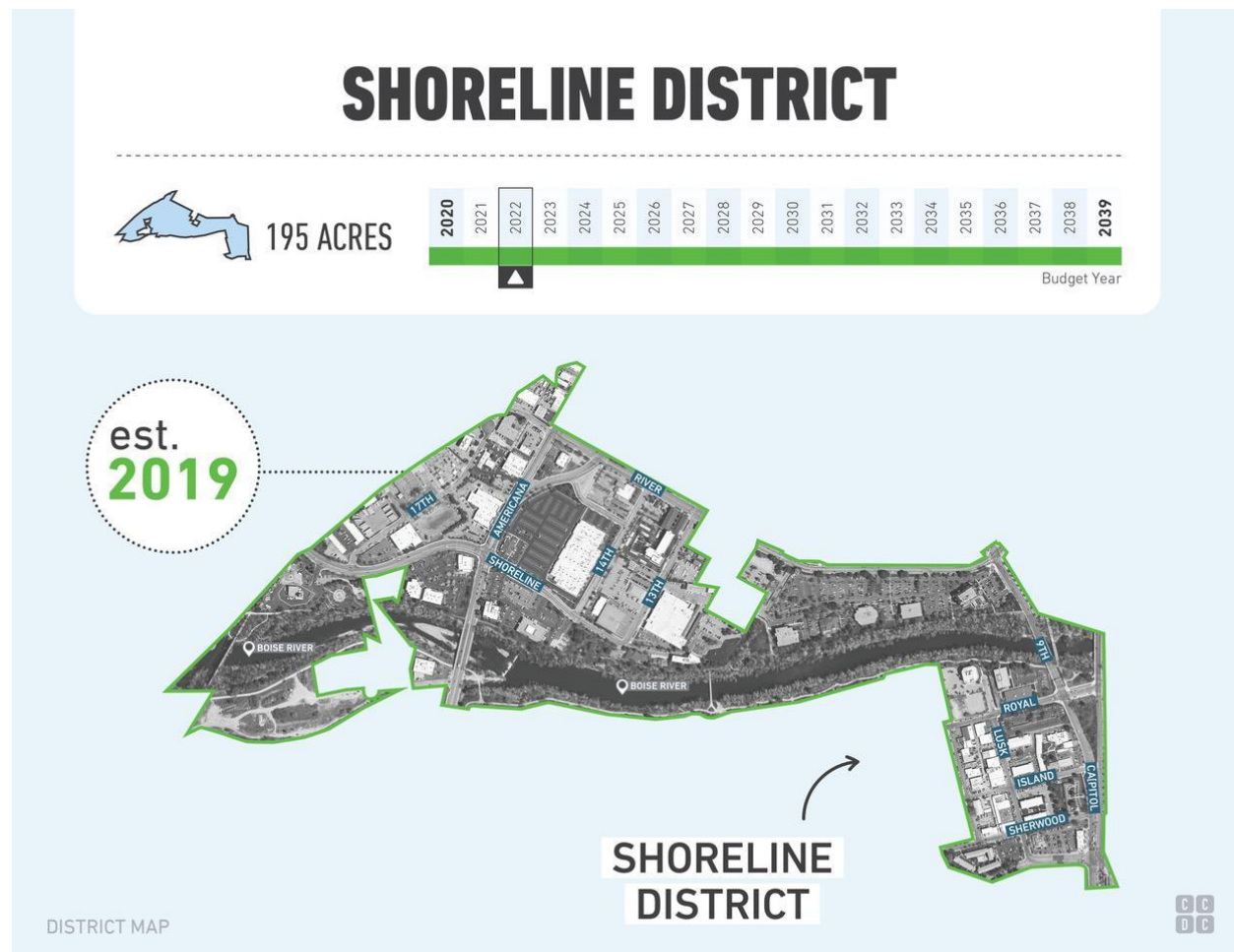
Design Review approval in November and has obtained approval for street extension plans from ACHD. The Agency expects to present this project for designation in 2023. *Project Lead: Kevin Holmes*

Infrastructure

Whitewater Lift Station and Water Renewal Upgrades- PP Type 4: 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

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 is in process. *Project Lead: Alexandra Monjar*

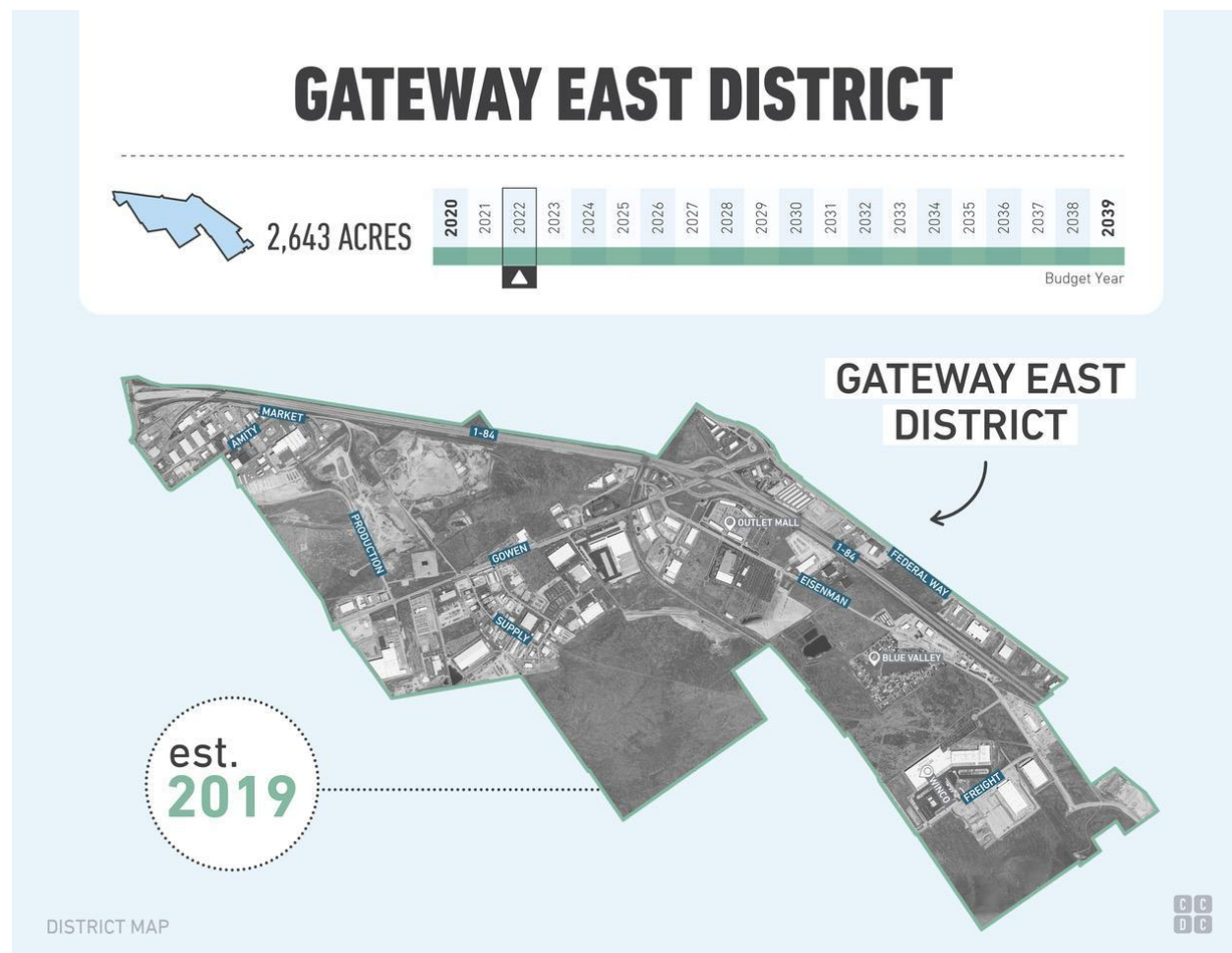


Economic Development

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 - Capitol Student Housing - 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. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Dr, Lusk St, and Sherwood St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Total Development Costs estimated at \$44 million and Eligible Expenses at \$600,000. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in January. *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. Construction is underway. *Project Lead: Kevin Holmes*

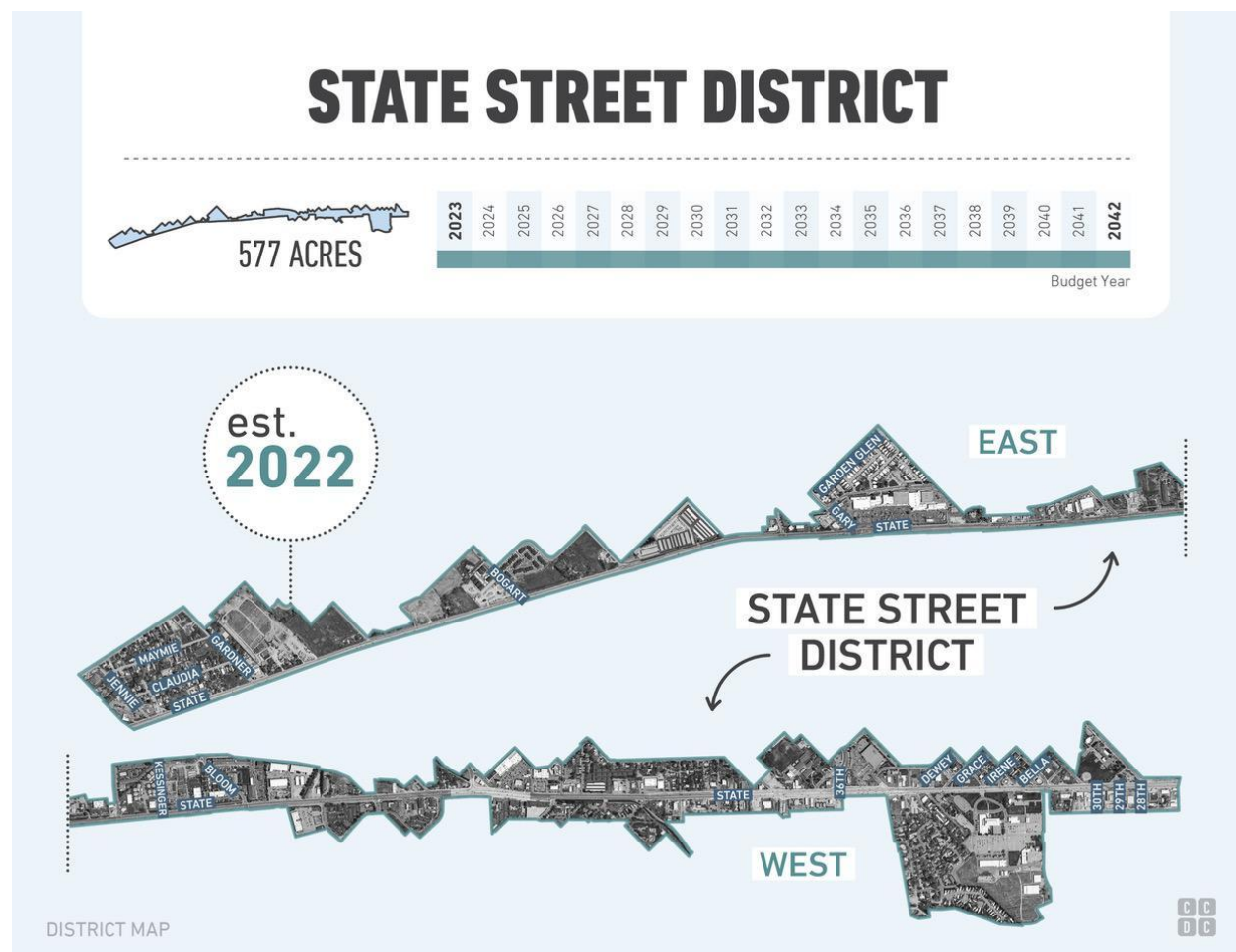
2500 W Freight St - Boise Gateway 3 - PP Type 2: The Agency has received a Type 2 application from Boyer Company for Type 2 assistance to perform utility and roadway improvements related to the

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 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 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, 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

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, Removal and fabrication of the hand and guardrails completed at the Capitol & Main, 9th & Main garages. Idaho street side tower painting of the rails is in progress and will be complete the first week of December. Minor Fabrication of the handrails, guardrails has begun at the Capitol & Myrtle garage, the project will reach Substantial completion by December 7, 2022. The project contract amount is \$406,000. *Project Lead: Aaron Nelson*

421 N 10th St Property: The Agency has an agreement with the Carpark to monitor the lot starting in November. *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*

10th & Front Garage Structural Concrete Repairs Phase 2

The Agency will seek board approval at the December meeting to award the contract to Consurco, the lowest bidder of the received four bids on this project. The scope of work consists of partial depth repairs on level four across the entire length of the beams, removal/replacement of concrete, installation of anodes and removal/replacement of any damaged rebar with epoxy coated rebar. The Agency's budget includes sufficient funds for the project and the contract amount is \$790,997. *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:		

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 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:	
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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 25, 2022	TBD	October, 2023
Issues/Comments:	Stairwell work to be completed by December 2022. Fire inspection contract with JCI finalized.	

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	TBD	September 30, 2023
Issues/Comments:	The annual meeting was held, and all parties were notified that the waterproofing project is now complete. The Handrails guardrails replacement project is currently going on and anticipated to be completed 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



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