



**BOARD
OF
COMMISSIONERS
MEETING
March 13, 2023**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
March 13, 2023, 12 p.m.

Virtual attendance via live stream available at <https://ccdcb Boise.com/board-of-commissioners/>

A G E N D A

I. **CALL TO ORDER**Chair Haney Keith

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

III. ACTION ITEM: CONSENT AGENDA

- A. Expenses
 - 1. Approve Paid Invoice Report for February, 2023
- B. Minutes and Reports
 - 1. Approve Meeting Minutes for February 13, 2023
 - 2. Approve Special Meeting Minutes for February 23, 2023
- C. Other
 - 1. Approve Resolution 1816: 1522 W. State St., 16th & State. Type 2 Participation Agreement with 1522 W. State St., LLC
 - 2. FY2023 Q1 Financial Report (Unaudited)

IV. ACTION ITEM

- A. **CONSIDER: 2022 Annual Report**Jordyn Neerdaels (5 minutes)
- B. **PUBLIC COMMENT: 2022 Annual Report**Chair Haney Keith (5 minutes)
- C. **CONSIDER Resolution 1813: Trailhead. Amendment No. 2 to the Entrepreneurship Consulting Agreement with the City of Boise and Actuate Boise, Inc.**.....Mary Watson (5 minutes)
- D. **CONSIDER Resolution 1814: 500 S. 8th St., Trailhead. Renewal of Commercial Lease Agreement with Rim View LLC**Mary Watson (5 minutes)
- E. **CONSIDER Resolution 1815: 8th St. Streetscape and Bike Facility Improvements, State St. to Franklin St. Task Order 19-006 for Professional Design Services with Kittelson & Associates, Inc.**Zach Piepmeyer (10 minutes)
- F. **CONSIDER Designation: 1011 W. Grove St., Marriott AC/Element Hotel. Type 4 Capital Improvement Project Coordination with Pennbridge Lodging**Kevin Holmes (5 minutes)
- G. **CONSIDER Designation: 1110 W. River St., 11th & River. Type 2 General Assistance with deChase Miksis**Kevin Holmes (5 minutes)
- H. **CONSIDER Designation: 101 S. 27th St., KDP Corporate Headquarters. Type 1 One-Time Assistance with Westend Holdings, LLC**Kassi Brown (5 minutes)

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: 2/1/2023 through 2/28/2023

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/17/2023	85,000.00
Payroll:			
Total Debt Payments:			85,000.00
EFTPS - IRS	Federal Payroll Taxes	2/8/2023	16,516.06
Idaho State Tax Commission	State Payroll Taxes	2/8/2023	2,323.00
PERSI	Retirement Payment	2/7/2023	22,424.41
CCDC Employees	Direct Deposits Net Pay	2/8/2023	41,939.91
EFTPS - IRS	Federal Payroll Taxes	2/22/2023	16,381.06
Idaho State Tax Commission	State Payroll Taxes	2/22/2023	2,263.00
CCDC Employees	Direct Deposits Net Pay	2/22/2023	40,421.74
PERSI	Retirement Payment	2/21/2023	22,424.41
457(b)	Retirement Payment	2/21/2023	1,713.17
Total Payroll Payments:			249,693.59
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	February 2023	1,211,686.85 ^A
Total Cash Disbursements:			<u>\$ 1,546,380.44</u>

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

Joey Chen
 Finance Director
 3/2/2023
 Date

John Brunelle
 Executive Director
 3/2/2023
 Date

Report Criteria:

Detail report type printed

Check.Voided = No

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	317	Management Training FY2	01/31/2023	5,000.00	12822	02/28/2023
	Total 4136:				5,000.00		
3871	ABC Stamp Signs & Award	0565640	Name plate & holder- Coop	01/24/2023	55.30	64331	02/24/2023
	Total 3871:				55.30		
4082	Acme Fast Freight	1600011403	11th & Front garage CAM c	02/01/2023	49.53-	12807	02/27/2023
		1600011403	11th & Front garage CAM e	02/01/2023	2,499.23	12807	02/27/2023
	Total 4082:				2,449.70		
3838	American Fire Protection L	14392	Work Order 7813	01/24/2023	1,165.00	64339	02/24/2023
		14420	Monthly pump inspection &	01/30/2023	200.00	64339	02/24/2023
		14465	Work Order 7711	02/06/2023	200.00	64339	02/24/2023
		14493	Weekly Drim Drip Inspectio	02/13/2023	200.00	64339	02/24/2023
	Total 3838:				1,765.00		
1316	Blue Cross of Idaho	2300900013	Health Insurance - Feb 202	02/01/2023	30,483.00	64313	02/01/2023
	Total 1316:				30,483.00		
1385	Boise City Utility Billing	X1177 FEB2	848 Main St # 0447416001	02/01/2023	9.32	12835	02/27/2023
	Total 1385:				9.32		
4220	Canto, Inc.	SI-17991	Canto Digital Asset Manag	01/18/2023	9,000.00	12823	02/28/2023
	Total 4220:				9,000.00		
3712	Car Park	DEC2022	10th & Front - Grove	12/31/2022	34,282.29	12824	02/28/2023
		DEC2022	9th & Front - City Centre	12/31/2022	51,462.33	12824	02/28/2023
		DEC2022	9th & Main - Eastman	12/31/2022	30,034.13	12824	02/28/2023
		DEC2022	Cap & Main - Cap Terrace	12/31/2022	39,881.28	12824	02/28/2023
		DEC2022	Cap & Myrtle - Myrtle	12/31/2022	24,598.50	12824	02/28/2023
	Total 3712:				180,258.53		
1556	Caselle Inc.	121902	Contract support - Feb 202	02/01/2023	866.00	64314	02/01/2023
		122358	W-2 Year-End Services 20	01/28/2023	1,050.00	64333	02/24/2023
	Total 1556:				1,916.00		
4116	Civil Survey Consultants In	22018-07	Eisenman Rd. Pedestrian	01/31/2023	1,727.00	12808	02/27/2023
	Total 4116:				1,727.00		
1832	Eide Bailly LLP	EI01445593	Final billing for preparation	02/14/2023	9,300.00	12825	02/28/2023
	Total 1832:				9,300.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
1838	Elam & Burke P.A.	199969	Units 401/102 Civic Partner	12/31/2022	50.00	12826	02/28/2023
		199970	State Street Plan	12/31/2022	100.00	12826	02/28/2023
		199971	Block 68	12/31/2022	9,333.98	12826	02/28/2023
		199972	101-0 General	12/31/2022	950.00	12826	02/28/2023
		199973	River Myrtle Implement Act	12/31/2022	400.00	12826	02/28/2023
		199974	101-0 Legislative	12/31/2022	1,225.15	12826	02/28/2023
		200444	Units 401/102 Civic Partner	01/31/2023	1,775.00	12826	02/28/2023
		200445	State Street Plan	01/31/2023	45.00	12826	02/28/2023
		200446	River Myrtle Termination	01/31/2023	1,675.00	12826	02/28/2023
		200447	Block 68	01/31/2023	3,721.15	12826	02/28/2023
		200448	101-0 General	01/31/2023	3,802.25	12826	02/28/2023
		200449	River Myrtle Implement Act	01/31/2023	1,275.00	12826	02/28/2023
		200450	101-0 Legislative	01/31/2023	275.00	12826	02/28/2023
		200452	WS District	01/31/2023	175.00	12826	02/28/2023
Total 1838:					24,802.53		
4222	Gilao Consulting, LLC	#1	On-call professional serv	01/31/2023	3,300.00	12809	02/27/2023
Total 4222:					3,300.00		
3695	Guho Corp.	220101075-0	Linen Blocks on Grove SS	01/31/2023	.20	12827	02/28/2023
		220101075-0	Linen Blocks on Grove SS	01/31/2023	143,070.46	12827	02/28/2023
Total 3695:					143,070.66		
3497	Hampton Inn & Suites	CLAIM 2502	Travelers Ins Claim Reimb	02/01/2023	30,431.62	64334	02/24/2023
Total 3497:					30,431.62		
3853	Hawkins Companies LLC	012023	Cap T. Condo: Jan - Mar 2	01/01/2023	16,353.32	64335	02/24/2023
Total 3853:					16,353.32		
4115	HDR Engineering Inc	1200494239	Main & Fairview Transit Sta	12/31/2022	1,717.50	12810	02/27/2023
Total 4115:					1,717.50		
3810	Hummel Architects PLLC	10668	ParkBOI-Stairwell Hand Ra	12/01/2022	437.50	12811	02/27/2023
Total 3810:					437.50		
2165	Idaho Power	#6607JAN23	9th St outlets #220040660	01/31/2023	5.42	12834	02/22/2023
		#7995 JAN23	9th & State # 2201627995	01/31/2023	3.51	12833	02/21/2023
Total 2165:					8.93		
3900	Idaho Records Manageme	0153620	Storage & Delivery Service	01/31/2023	75.22	12812	02/27/2023
Total 3900:					75.22		
2288	Jensen Belts Associates	2244-4	521 W Grove Public Space	12/31/2022	8,617.77	12828	02/28/2023
Total 2288:					8,617.77		
2360	Kittelsohn & Associates Inc.	0132736	8th St Improvements, State	12/31/2022	805.00	12829	02/28/2023
		0133056	5th & 6th Two-Way Conver	12/31/2022	2,597.50	12829	02/28/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		0133057	5th/6th Two-Way Conversi	12/31/2022	1,935.00	12829	02/28/2023
	Total 2360:				5,337.50		
3881	Mary E. Watson	02.10.2023	ABA Forum Construction L	02/10/2023	670.46	12806	02/14/2023
		02.10.2023	ABA Forum Construction L	02/10/2023	640.00	12806	02/14/2023
	Total 3881:				1,310.46		
3950	McAlvain Construction Inc.	12101017.1.	11th Street Bikeway & Stre	01/31/2023	459,808.35	12830	02/28/2023
		12101017.1.	11th Street Bikeway & Stre	01/31/2023	12,914.00	12830	02/28/2023
		12101017.2.	11th Street Bikeway & Stre	01/31/2023	152,883.45	12830	02/28/2023
		12101017.2.	11th Street Bikeway & Stre	01/31/2023	3,593.00	12830	02/28/2023
		12101017.2.	11th Street Bikeway & Stre	01/31/2023	3,249.00-	12830	02/28/2023
		12101017.2.	11th Street Bikeway & Stre	01/31/2023	28,402.00	12830	02/28/2023
	Total 3950:				654,351.80		
2798	Quadrant Consulting Inc.	12456	State Street Streetscape (01/31/2023	1,536.00	12820	02/27/2023
	Total 2798:				1,536.00		
2801	Quality Electric Inc.	23251-1	ParkBOI EV Charging Stati	01/31/2023	3,929.33	12821	02/27/2023
	Total 2801:				3,929.33		
3896	Rim View LLC	FEB2023	Monthly Rent - Trailhead F	02/01/2023	15,707.50	64315	02/01/2023
	Total 3896:				15,707.50		
3796	Scheidt & Bachmann USA I	49943	Dec 2022 Merchant Fee	12/31/2022	861.70	12813	02/27/2023
	Total 3796:				861.70		
3542	Security LLC - Plaza 121	FEB2023	Office rent	02/01/2023	14,145.00	64316	02/01/2023
	Total 3542:				14,145.00		
3974	Stability Networks Inc.	42856	IT Services - FY23	02/01/2023	3,128.50	12814	02/27/2023
		43096	Azure Active Directory Pre	01/31/2023	6.00	12814	02/27/2023
		43096	Cisco Subscription	01/31/2023	5.84	12814	02/27/2023
		43096	M365 Apps for Business	01/31/2023	404.30	12814	02/27/2023
		43096	Exchange Online	01/31/2023	32.00	12814	02/27/2023
		43096	Cloud Backup	01/31/2023	495.00	12814	02/27/2023
	Total 3974:				4,071.64		
3029	State Insurance Fund	27092432	Installment Premium	01/26/2023	2,139.00	64336	02/24/2023
	Total 3029:				2,139.00		
4109	Syringa Networks LLC	23FEB0323	internet & data	02/01/2023	652.70	12831	02/28/2023
		INV000040	11th Street Fiber Undergro	01/31/2023	12,350.00	12831	02/28/2023
	Total 4109:				13,002.70		
3831	The Land Group Inc.	0149535	Fulton Street Improvement	01/31/2023	3,847.50	12815	02/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3831:					3,847.50		
4074	The Potting Shed	21606	Interior Plant Maint.	01/31/2023	65.00	64337	02/24/2023
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:084832	Water & Cooler Rental	12/01/2022	106.00	12816	02/27/2023
Total 3170:					106.00		
3233	United Heritage	02014-001 F	Disability insurance - Feb 2	02/01/2023	2,318.56	64338	02/24/2023
Total 3233:					2,318.56		
3835	US Bank - Credit Cards	1.25.23	Voice, Data & Webhosting	01/25/2023	144.63	12805	02/13/2023
		1.25.23	Office supplies	01/25/2023	3,684.84	12805	02/13/2023
		1.25.23	Computer & Software supp	01/25/2023	757.81	12805	02/13/2023
		1.25.23	Printing & binding	01/25/2023	44.52	12805	02/13/2023
		1.25.23	Dues & Subscriptions	01/25/2023	445.00	12805	02/13/2023
		1.25.23	Travel & meeting (non-local)	01/25/2023	568.64	12805	02/13/2023
		1.25.23	Personnel Training (Local)	01/25/2023	1,261.00	12805	02/13/2023
		1.25.23	Professional Services Gen	01/25/2023	1,636.45	12805	02/13/2023
		1.25.23	11th Street	01/25/2023	152.64	12805	02/13/2023
		1.25.23	11th Street	01/25/2023	152.64	12805	02/13/2023
		1.25.23	Rebuild Linen Blocks	01/25/2023	133.56	12805	02/13/2023
		1.25.23	521 Grove St.	01/25/2023	45.04	12805	02/13/2023
		1.25.23	Banking & Merchant Fees	01/25/2023	86.10	12805	02/13/2023
Total 3835:					9,112.87		
4196	Visionkit Studio, LLC	4FD88FBC-0	Agency Photography 2022-	12/31/2022	2,040.00	12817	02/27/2023
		BA29B9E5-0	New Commissioner Heads	01/30/2023	400.00	12817	02/27/2023
Total 4196:					2,440.00		
3365	Westerberg & Associates	266	Legislative Advisement Ser	01/31/2023	5,000.00	12832	02/28/2023
Total 3365:					5,000.00		
3990	Xerox Corporation	018026282	Copier Lease - Dec 2022	12/31/2022	44.57	12818	02/27/2023
		018130541	Copier Lease	01/31/2023	231.35	12818	02/27/2023
Total 3990:					275.92		
4158	Zoom Video Communicatio	INV1882777	video conference service 2/	02/11/2023	1,349.47	12819	02/27/2023
Total 4158:					1,349.47		
Grand Totals:					1,211,686.85		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
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Report Criteria:

Detail report type printed

Check.Voided = No

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
February 13, 2023

I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 12:01 p.m.

Roll Call attendance taken:

Present: Commissioner John Stevens, Commissioner Rob Perez, Commissioner Ryan Erstad, Commissioner Lauren McLean, Commissioner Alexis Townsend, Commissioner Danielle Hurd, Commissioner Todd Cooper and Commissioner Haney Keith

Attending by Conference Call: Commissioner Holli Woodings

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Zach Piepmeyer, P.E., Parking & Mobility Director; Jordyn Neerdaels, Communication Manager; Joey Chen, Finance & Administration Director; Holli Klitsch, Controller; Karl Woods, Senior Project Manager – Capital Improvements; Mary Watson, General Counsel; Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Tiam Rastegar, Trailhead Executive Director, attending the meeting.
Aaron Mondada, Agnew Beck Consulting LLC, attending the meeting.
Stephanie Johnson, Public Art Manager, City of Boise, attending the meeting.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes or additions made to the agenda.

III. WORK SESSION:

A. Trailhead Annual Report

Tiam Rastegar, Trailhead Executive Director, gave a report.

B. 521 W Grove Street Public Space – Public Survey Results

Karl Woods, Senior Project Manager – Capital Improvements and Aaron Mondada, Agnew Beck Consulting LLC, gave a report.

IV. ACTION ITEM: CONSENT AGENDA:

A. Expenses

1. Approve Paid Invoice Report for January 2023

B. Minutes and Reports

1. Approve Meeting Minutes for January 11, 2023

C. Other

1. Approve Resolution: 1811 Records Destruction

Commissioner Perez made a motion to approve the consent agenda.

Commissioner Erstad seconded the motion.

Roll Call:

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

The motion carried 9 - 0.

V. ACTION ITEM:

A. CONSIDER: Annual Independent Audit of FY 2022 Financial Statements

Kevin Smith, Eide Bailly, gave a report.

Commissioner Stevens moved to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2022 financial statements and to authorize staff to deliver the audit report to all required entities.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 9 - 0.

B. CONSIDER: Election of Board Officers – Chair, Vice-Chair, Secretary/Treasurer

Chair Haney Keith, gave a report.

Commissioner Stevens moved to elect the Board Officers as presented:

- Chair - Commissioner Haney Keith
- Vice-Chair - Commissioner John Stevens
- Secretary/Treasurer - Commissioner Lauren McLean

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 9 - 0.

Chair Haney Keith noted that as permitted by the Agency Bylaws, Joey Chen, CCDC Director of Finance & Administration, will continue in her previously appointed capacity as the Secretary Pro Tempore and will carry out secretarial duties when the elected Secretary is absent.

C. CONSIDER: Approve Executive Committee Charge

Chair Haney Keith, gave a report.

Commissioner Stevens moved to approve the Executive Committee Charge.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 9 - 0.

D. CONSIDER: Designation: 521 W Grove Street Public Space. Type 4 Capital Project Coordination for Public Art: Celebrating the Multi-cultural History of Old Boise with City of Boise Arts & History

Karl Woods, Senior Project Manager – Capital Improvements and Stephanie Johnson, Public Art Manager, City of Boise, gave a report.

Commissioner McLean moved to direct staff to negotiate a final Type 4 Capital Project Coordination Agreement for the 521 W Grove Street Public Space: Public Art: Celebrating the Multi-cultural History of Old Boise with City of Boise Arts & History.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 9 - 0.

V. MEETING ADJOURNMENT:

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

The meeting adjourned at 1:12 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF MARCH 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary

MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room 420B, Boise Centre East, 195 S. Capitol Blvd
Boise, ID 83702
February 23, 2023

Work Session
(No Action Items)

I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 1:08 p.m.

Roll Call attendance taken:

Present: Commissioner Danielle Hurd, Commissioner Alexis Townsend, Commissioner John Stevens, Commissioner Rob Perez, Commissioner Ryan Erstad, Commissioner Todd Cooper, Commissioner Holli Woodings, Commissioner Lauren McLean, and Commissioner Haney Keith.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Zach Piepmeyer, P.E., Parking & Mobility Director; Jordyn Neerdaels, Communication Manager; Joey Chen, Finance & Administration Director; Mary Watson, General Counsel; Kevin Martin, Senior Business & HR Manager; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Ryan Armbruster and Meghan Sullivan Conrad.

Tim Keane – Planning and Development Services Director, City of Boise, attending the meeting.
Sean Keithly – Economic Development Director, City of Boise, attending the meeting.
Andrea Cantor – Economic Development Advisor, Mayor’s Office, attending the meeting.
Courtney Washburn – Chief of Staff, City of Boise, attending the meeting.
Jennifer Stevens - Director, Boise Arts & History, attending the meeting.

II. WORK SESSION:

A. Opening Remarks

Commissioner/Mayor McLean gave a report.

B. Welcome and Introductions

Ellen Campfield Nelson, Agnew & Beck, gave a report and facilitated the Work Session.

C. Strategic Direction

1. Key Strategies

Doug Woodruff, Development Director, gave a report.

2. Economic Development

Sean Keithly, Economic Development Director, City of Boise, gave a report.

3. Overall City Vision

Tim Keane – Planning and Development Services Director, City of Boise, gave a report.

D. Roles and Partnerships

Ellen Campfield Nelson, Agnew & Beck, Meghan Sullivan Conrad, Agency Legal Counsel and Doug Woodruff, Development Director, gave reports.

E. Reflection and Next Steps

Ellen Campfield Nelson, Agnew & Beck, gave a report.

III. MEETING ADJOURNMENT:

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

The meeting was adjourned at 3:32 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF MARCH 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1816: 1522 W. State St., 16th & State. Type 2 Participation Agreement with 1522 W State St, LLC		Date: March 13, 2023
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Resolution # 1816 2) Type 2 Agreement	
Action Requested: Adopt Resolution 1816 approving the Type 2 Participation Agreement with 1522 W State St, LLC and authorizing the Executive Director to execute the agreement.		

Background:

The 16th & State mixed-use development is a seven-story building with 104 residential units and approximately 1,600 square feet of ground floor retail space being developed by Johnson & Carr, Inc., a Seattle-based developer with a focus on providing workforce housing. The project is in Westside Urban Renewal District on 0.36 acres at the northeast corner of 16th and State Streets.

The project will have 104 studio units 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) and 11 units will be income qualified for a period of six years at 100% AMI or less, meeting the Participation Program definition requirements for Workforce Housing. The City will be party to and enforce the associated affordability covenant.

The public improvements eligible for CCDC funding include streetscape improvements along 16th and State Streets resulting in a drastic improvement over the previous conditions which consisted of large curb cuts and deteriorating attached sidewalks. Eligible expenses include eight-foot-wide detached sidewalks, large street-level canopies providing weather protection, five street trees, three historic streetlights, silva cells, and bioretention planters. The combined streetscape costs estimated for all frontages are estimated at \$386,211. Utility upgrades include relocating and upgrading fire lines and improvements related to stormwater management along both streets. A public pedestrian and bike connection is also being established along the north of the property with the dedication of a permanent public easement. This, combined with the utility work, is estimated to cost \$271,444. The total estimated eligible expenses for this work is \$657,655. The Agency has confirmed these expenses meet program policies and the final Type 2 agreement will establish this as the not-to-exceed amount for eventual reimbursement.

Reimbursement levels for CCDC's Type 2 Participation Program are 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. The project scores 162 points putting it in the highest reimbursement category, Level A.

The project received Design Review approval in June 2022 and in December the CCDC Board approved the designation of the project as a Type 2 Participation Program. With the expiration of the Westside District in 2026, the Board approved a reimbursement term exception, allowing for reimbursement upon project completion. This term exception within the Type 2 Program allows for accelerated reimbursement for projects that reach completion in the final two years of a District's lifespan if they are programmed in the Capital Improvement Plan (CIP) and resources are available to reimburse eligible expenses. This project qualifies for this reimbursement structure and the CIP has adequate resources programmed in FY2025 to assist with reimbursement upon project completion. The developer plans to begin construction this summer with an estimated completion of winter 2024/2025.

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
- \$657,655 Estimated Eligible Expenses

Timeline:

- June 2022 – Design Review approval
- Sept 2022 – Applied for participation
- Dec 2022 – Type 2 Designation
- **TODAY – Type 2 Agreement approval**
- June 2023 – Construction start
- Winter 2024/2025 – Construction completes and CCDC reimburses approved expenses

Fiscal Notes:

The project has estimated Eligible Expenses of \$657,655 which has been set as the final do-not-exceed amount in the Type 2 agreement. The FY2023-FY2027 Five-Year CIP has adequate resources programmed in FY2025. Upon approval of a contract, the Agency will include the project in the upcoming FY2024-2028 Five-Year CIP.

Staff Recommendation:

Adopt Resolution 1816.

Suggested Motion:

I move to adopt Resolution 1816 approving the Type 2 Participation Agreement with 1522 W State St, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1816

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 TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 1522 W STATE ST LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, 1522 W State St LLC is a Foreign Limited Liability Company (Delaware) that owns or controls certain real property addressed as 1522 W. State St., Boise, Idaho, that it plans to develop with a seven-story mixed-use development (the "Project"). The Project includes major utility upgrades including relocating and upgrading fire lines and installing stormwater management infrastructure along 16th and State Streets. Additional improvements include sidewalks, curb and gutter, street trees, bioretention planters, and streetlights (the "Public Improvements"), all of which is located in the Westside Urban Renewal Economic Development District as created by the Westside Urban Renewal District Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

WHEREAS, 1522 W State St LLC is requesting reimbursement for the Public Improvements that meet the requirements of the Type 2 General Assistance Participation Program, including promoting the Agency objective of constructing affordable and workforce/mixed-income housing in downtown Boise; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement and exhibits thereto with 1522 W State St LLC, whereby 1522 W State St LLC will construct the Project and the Public Improvements and the Agency will reimburse 1522 W State St LLC for constructing the Public Improvements as specified in the Agreement; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the 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 2 General Assistance Participation Agreement with 1522 W State St LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized sign and enter into the Type 2 Agreement with 1522 W State St LLC and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 13, 2023, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

BY: _____
Latonia Haney Keith, Chair

BY: _____
Lauren McLean, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and 1522 W State St LLC, a Foreign Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

B. Participant owns or controls certain real property addressed as 1522 West State Street, Boise, Idaho 83702 (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

C. Participant plans to construct on the Project Site a mixed-use development comprised of a seven-story building with 104 residential units and approximately 1,600 square feet of ground floor commercial space. The Project is depicted on attached **Exhibit B**. Dedicated workforce housing is included with the Project with 10% of the units reserved for income qualified tenants with a household income of not more than 100% of Area Median Income (AMI) for six (6) years as agreed to in the Affordability Covenant, attached on **Exhibit E**.

D. The Project is located in the Westside Urban Renewal District (“Westside District”) as defined by the Urban Renewal Plan for the Westside Economic Development District Project Area (the “Westside Plan”). The Westside Plan terminates September 30, 2026. CCDC has programmed Capital Improvement Plan resources to assist Type 2 General Assistance projects that reach completion within two (2) years of a District’s termination date. The Project will complete within this timeframe and will contribute to enhancing and revitalizing the Westside District.

E. As part of the Project, Participant intends to provide streetscape and major utility upgrades by relocating and upgrading fire lines and installing stormwater management infrastructure along street frontages. Approximately 250 linear feet of streetscape improvements will be installed along 16th and State Streets. Included with these improvements are sidewalks, curb, gutter, street trees, bioretention planters, and streetlights. Under the provisions of the Plan, CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan.

F. The Project meets the requirements of the Type 2 Participation Program and also promotes CCDC objectives to promote affordable and workforce/mixed-income housing, and

improve utility and pedestrian infrastructure. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**. The cost estimates for the Eligible Expenses are attached on **Exhibit D**.

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

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by December 1, 2025. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single, one-hundred-eighty (180) day extension to the December 1, 2025, construction completion deadline may be granted upon written approval by CCDC.

"Completion" shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

The Westside Plan terminates September 30, 2026, and the Agency shall not extend any obligations of this Agreement beyond this termination date.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is 1522 W State St LLC, a Delaware Limited Liability Company that is registered with the Idaho Secretary of State as a Foreign Limited Liability Company. The principal address of Participant is 506 2nd Avenue, Suite 1020, Seattle, Washington 98104-2328.

The Registered Agent for Participant is Unisearch, Inc., 855 West Broad Street, Suite 101, Boise, Idaho 83702.

“Participant,” as used herein, includes 1522 W State St LLC, and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is ONE MILLION SIX HUNDRED EIGHT THOUSAND THREE HUNDRED DOLLARS (\$1,608,300) for tax year 2022.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be TWENTY-THREE MILLION DOLLARS (\$23,000,000) (the “Estimated Value”).

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

D. Participation Program

Based on the Westside Participation Program and in accordance with the Reimbursement Term Exceptions outlined in the Participation Program (amended 2022), the Participant is eligible to receive full reimbursement for Eligible Expenses before or by District termination, limited to the not to exceed amount indicated in Section III E.

If Participant materially changes the Project contemplated in the application submitted to CCDC on November 1, 2022 (the “Application”), CCDC reserves the right to re-evaluate the Project. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

"Public Improvements" shall mean those improvements eligible and agreed to for funding by CCDC. The Public Improvements are set forth in **Exhibit C**.

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

D. Construction of Public Improvements

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

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

warranted for two (2) years from the date of substantial completion, and Participant acknowledges that it will be liable for any breach of this warranty. This warranty shall survive the termination or expiration of this Agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be SIX HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS (\$657,655) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete

whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.

7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.
9. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have thirty (30) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

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

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

G. Reimbursement Schedule and Payment Amount

In accordance with the Reimbursement Term Exceptions outlined in the Participation Program (amended 2022), CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed \$657,655. Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 2 Agreement will be made as a one-time reimbursement.

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

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

2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall **not** utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

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

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

A. Use of the Site

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

B. Local, State and Federal Laws

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

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors.

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2026. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue *actually* generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the

Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

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.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Legal Description
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Eligible Expenses Estimate
Exhibit E – Affordability Covenant

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

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

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

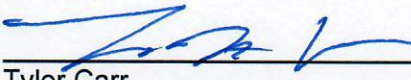
Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

1522 W State St LLC, ("Participant")
a Foreign Limited Liability, by its co-manager
Tyler Carr

3/1/23
Date



Tyler Carr
Its Co-Manager

Exhibit A: Legal Description

[Exhibit appears on the following page.]

EXHIBIT A

LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF THE PROPERTY

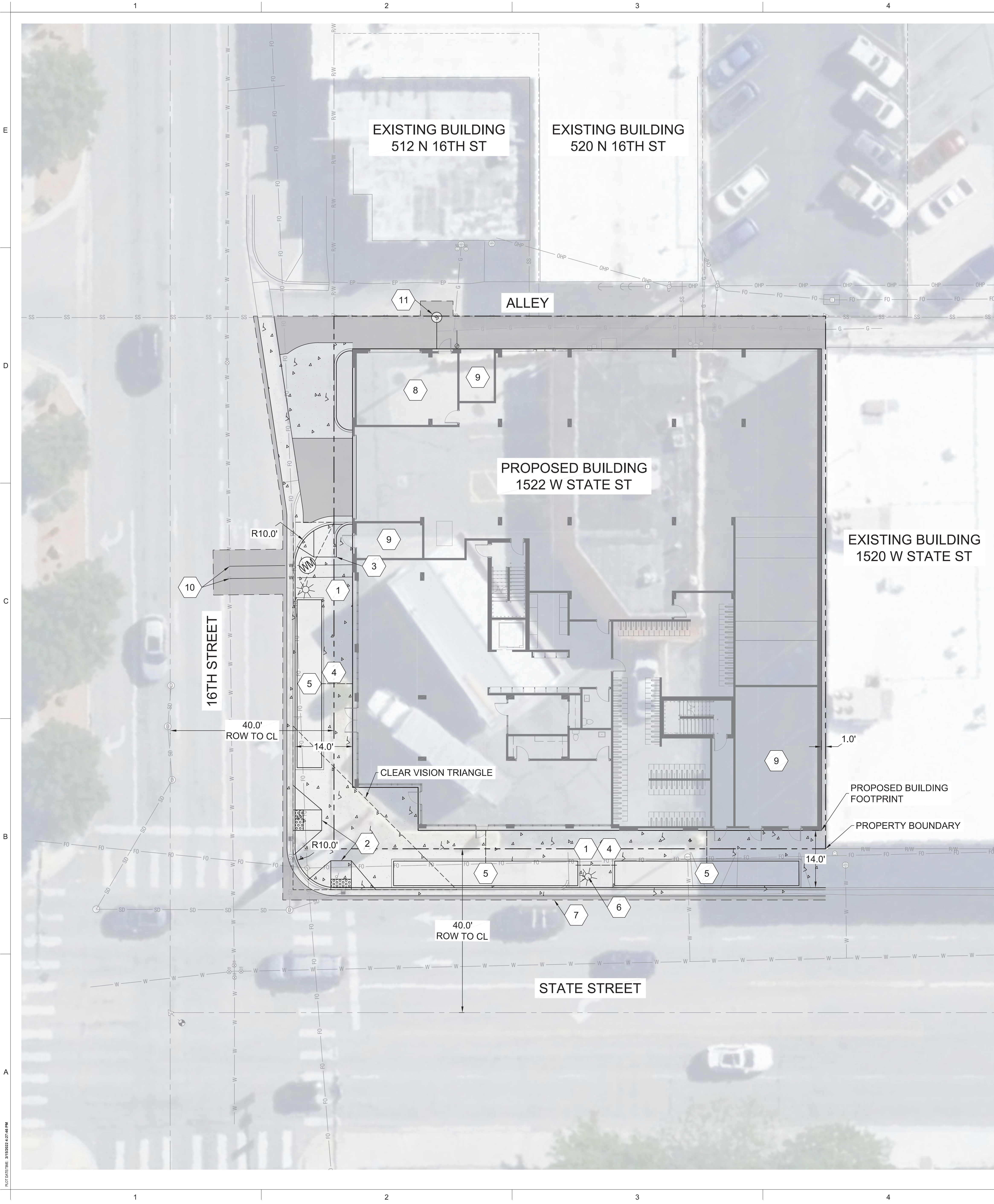
The Southeasterly 30 feet of Lot 3, when measured parallel with the line dividing Lots 3 and 4; all of Lots 4, 5 and 6; Lot 9, except the Northwesternly 40 feet when measured parallel with the line dividing Lots 9 and 10; and all of Lots 10 and 11, Except the Southeasterly 10 feet of said Lot 11, when measured parallel with the line dividing Lots 11 and 12; All being in Block 127 of BOISE CITY ORIGINAL TOWNSITE, according to the plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

TOGETHER WITH the one-half of the vacated alley abutting each lot or portion of each lot above described.



Exhibit B: Project Depiction and Renderings

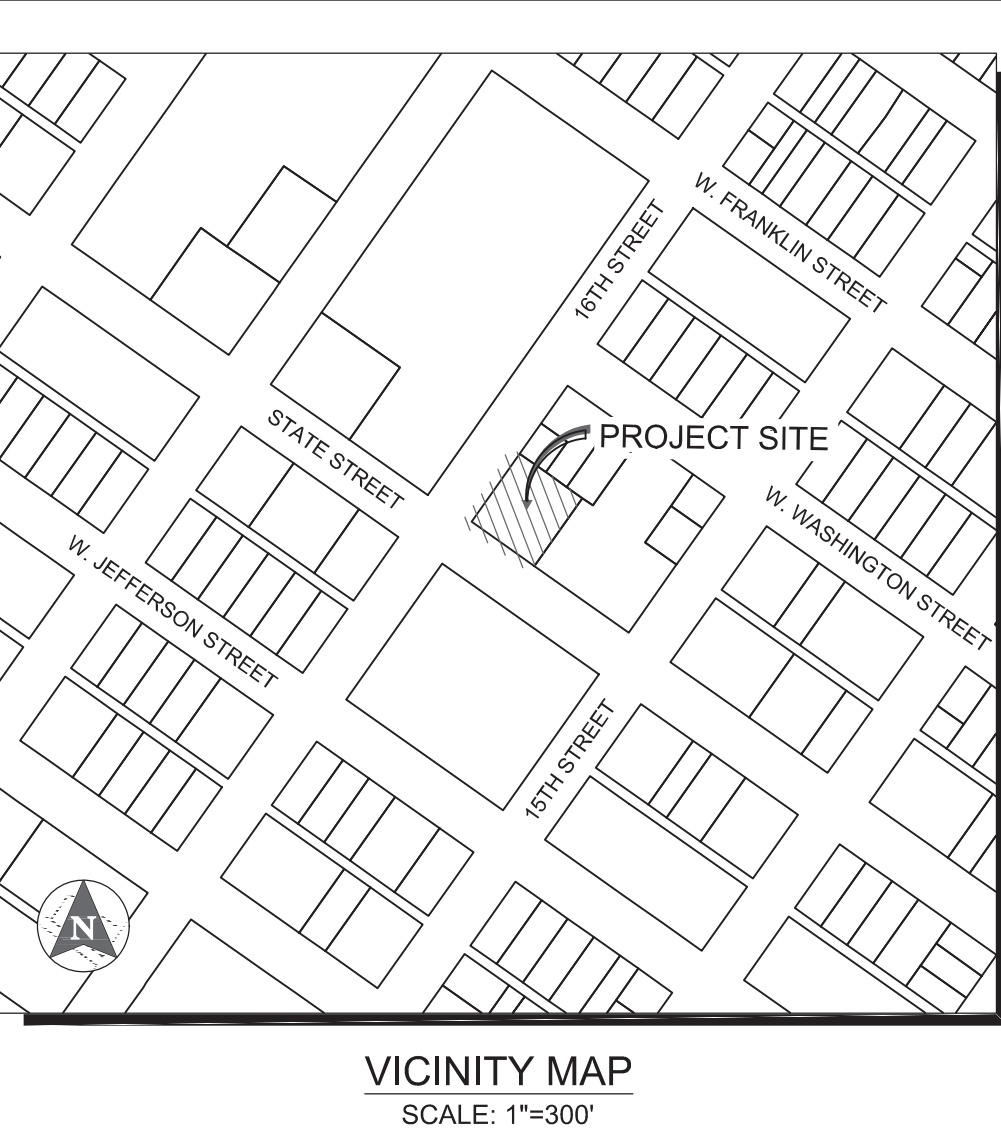
[Exhibit appears on the following page.]



0 5 10 20 30

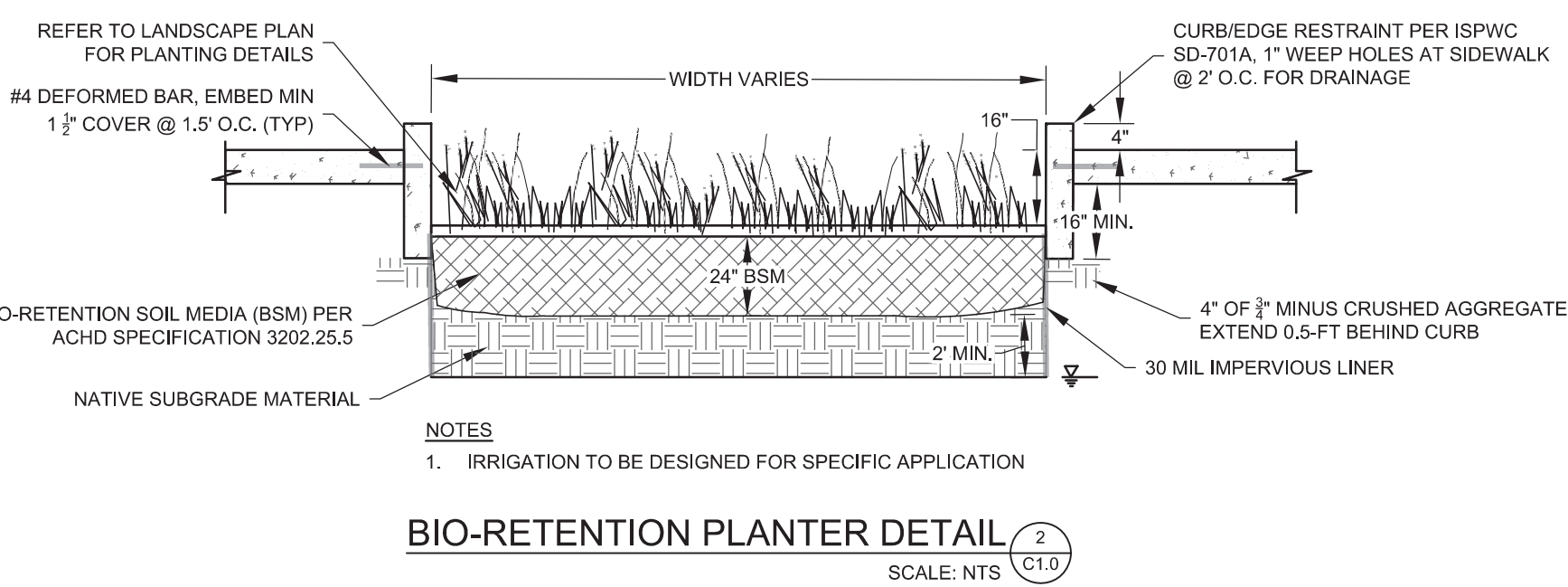
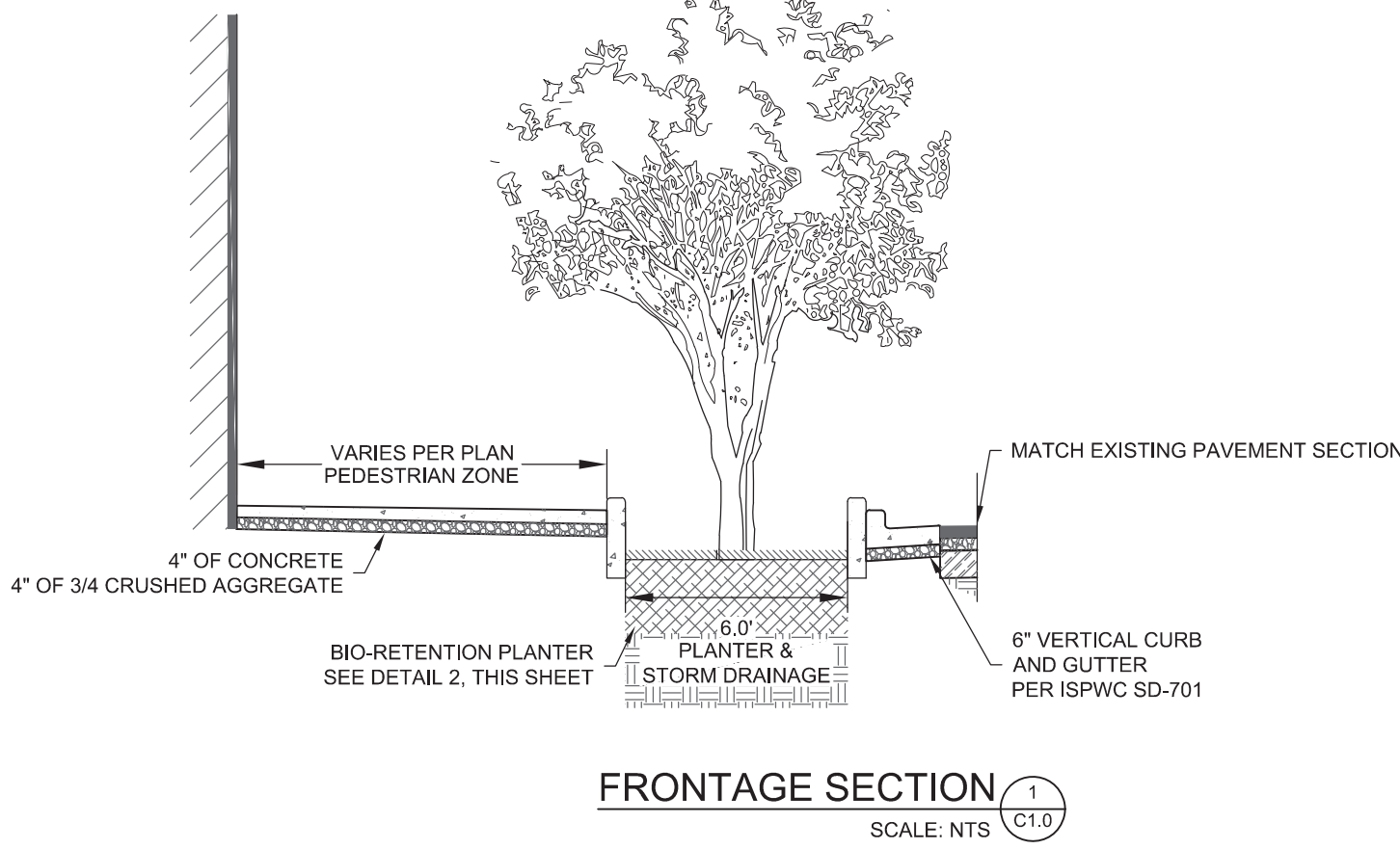
KEYNOTES:

- 1 SIDEWALK PER ACHD SD-709
- 2 PEDESTRIAN RAMP WITH TRUNCATED DOMES PER ISPPWC SD-712.
- 3 PEDESTRIAN RAMP PER ISPPWC SD-712D TYPE "C1"
- 4 FAIRVIEW MAIN GREEN STREET FRONTAGE PER CITY OF BOISE DOWNTOWN DESIGN GUIDELINES. SEE DETAIL 1, THIS SHEET.
- 5 PROPOSED STORMWATER BIO-RETENTION PLANTER. SEE DETAIL 2, THIS SHEET FOR ADDITIONAL DETAILS.
- 6 INSTALL HISTORIC STREET LIGHT PER CITY OF BOISE STREETSCAPE SPECIFICATIONS AND PER ACHD SECTION 1131 (TYP. ALL)
- 7 SAWCUT EXISTING ASPHALT PERPENDICULAR AND PARALLEL A MINIMUM OF 1 FOOT TO PROVIDE SMOOTH TRANSITION TO NEW ASPHALT PER ISPPWC SD-306.
- 8 TRASH ENCLOSURE
- 9 UTILITY ROOM
- 10 BUILDING WATER SERVICE
- 11 BUILDING GRAVITY SEWER SERVICE



- NOTES
- EX. UTILITIES ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS AS NEEDED.
 - TRANSITION OF CURVES TO OTHER CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
 - CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY CONFLICTS ARISE.
 - CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED OR DETERIORATED SIDEWALK, CURB, OR GUTTER WITHIN THE PROJECT WORK AREA OR PROJECT FRONTAGE.
 - ALL VALVE COVERS, MANHOLE RIMS, AND LIDS SHALL BE SET FLUSH WITH THE FINISH GRADES AND HAVE CONCRETE COLLARS WHEN PLACED IN ASPHALT AREAS.
 - SEE LANDSCAPE PLAN FOR LANDSCAPE DETAILS.
 - ALL DIMENSIONS ARE MEASURED FROM BACK OF CURB.

LEGEND	
	EXISTING BOUNDARY LINE
	ROAD RIGHT-OF-WAY
	PROPOSED EASEMENT
	PROPOSED SEWER SERVICE
	PROPOSED WATER SERVICE
	PROPOSED STORM DRAIN LINE
	PROPOSED CATCH BASIN
	PROPOSED SIGN
	PROPOSED STREETLIGHT
	PROPOSED PED RAMP
	PROPOSED CONCRETE
	PROPOSED PAVEMENT

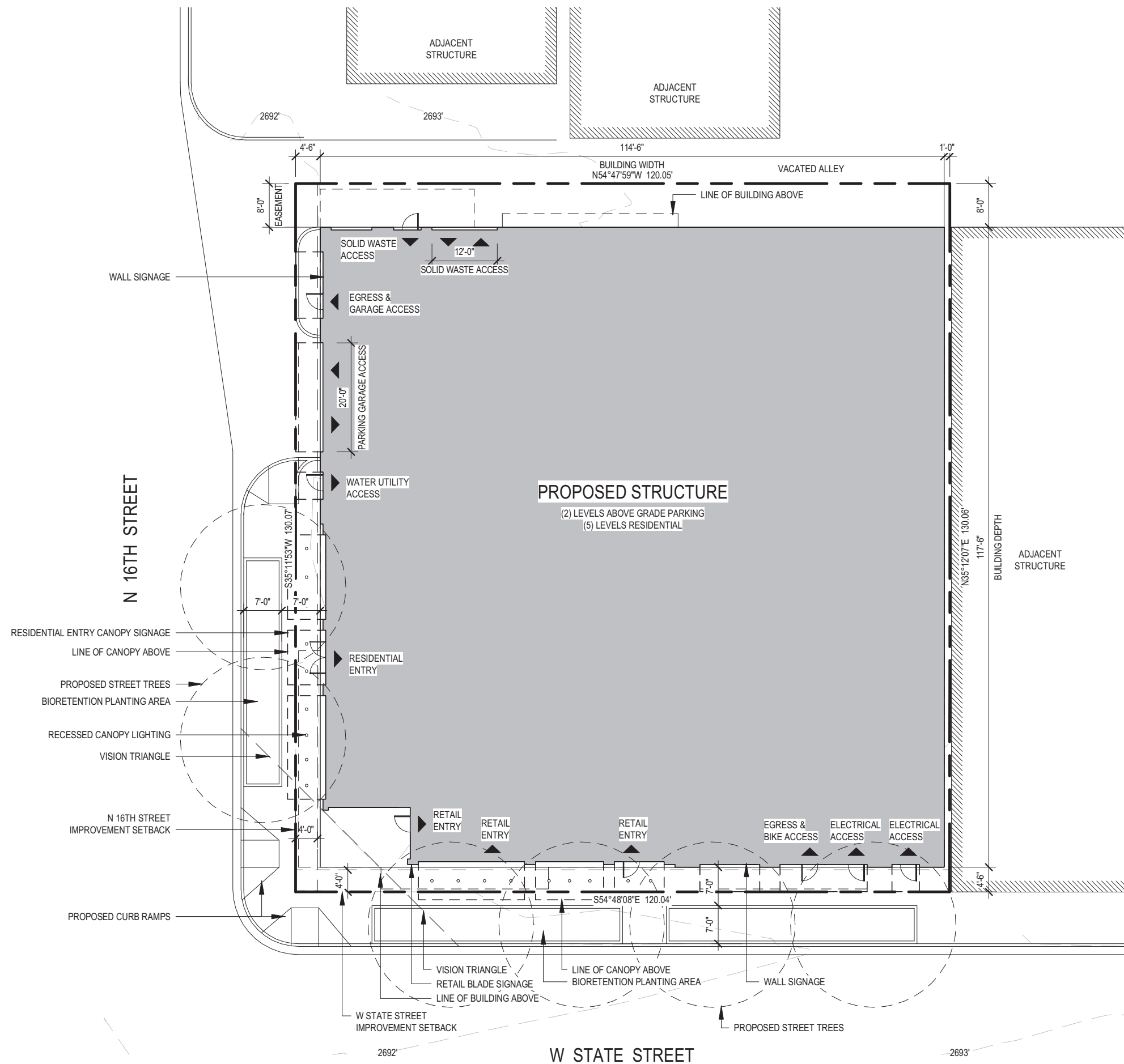


APPROVAL STAMPS		
<div></div>		
MARK	DATE	DESCRIPTION
REVISIONS		
<div></div>		
A	00.00.0000	ISSUE NAME
MARK	3.15.2022	DESCRIPTION
ISSUE INFORMATION		

PROJECT NO.:	2020050.01
DESIGNED:	MICHAEL SPIERS
DRAWN:	MICHAEL SPIERS
CHECKED:	BRENDON DANIELS
APPROVED:	BRENDON DANIELS

SHEET TITLE
CIVIL SITE PLAN

SHEET NO.
C-1.0



SITE PLAN

16TH + STATE
03.08.2022



SOUTHWEST PERSPECTIVE







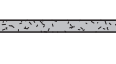
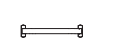
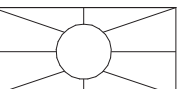

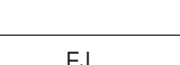
WEST PERSPECTIVE

Exhibit C: Public Improvement Plans

[Exhibit appears on the following page.]

PROJECT ADDRESS:
1522 W STATE ST
BOISE, ID 83702

OWNER:
JOHNSON & CARR, INC.
506 2ND AVE, SUITE 1020
SEATTLE, WA 98104

LAYOUT AND MATERIALS LEGEND				
TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
P1		CIP CONCRETE - TYPE 1 - STANDARD CONCRETE (PEDESTRIAN DEPTH)	A5 / L-501	321313
P2		CIP CONCRETE - TYPE 2 - STANDARD CONCRETE (VEHICULAR DEPTH)	A4 / L-501	321313
P3		ASPHALT PAVEMENT		SEE CIVIL
W1		TACTILE WARNING SURFACE - TYPE A (AS APPROVED BY ACHD)		SEE CIVIL
CG		CIP CONCRETE STREET CURB AND GUTTER		SEE CIVIL
BR		BIKE RACK	A1 / L-501	323300
		CITY OF BOISE STANDARD TREE GRATE		323300
TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
		CONTROL JOINT	A3 / L-501	321313
		EXPANSION JOINT	A3 / L-501	321313

	MARK	DATE	DESCRIPTION
B	REVISIONS		
B	07.01.2022	DESIGN DEVELOPMENT	
A	04.08.2022	SCHEMATIC DESIGN	
	MARK	DATE	DESCRIPTION
	ISSUE INFORMATION		

PROJECT NO.:	20
GGLO PRINCIPAL IN CHARGE:	Ma
GGLO PROJECT MANAGER:	E
OWNER APPROVAL:	

SHEET TITLE

**LANDSCAPE LAYOUT
AND MATERIALS
PLAN-GROUND LEVEL**

SHEET NO.

L-111

COPYRIGHT GGLO. ALL RIGHTS
RESERVED. QUESTIONS?

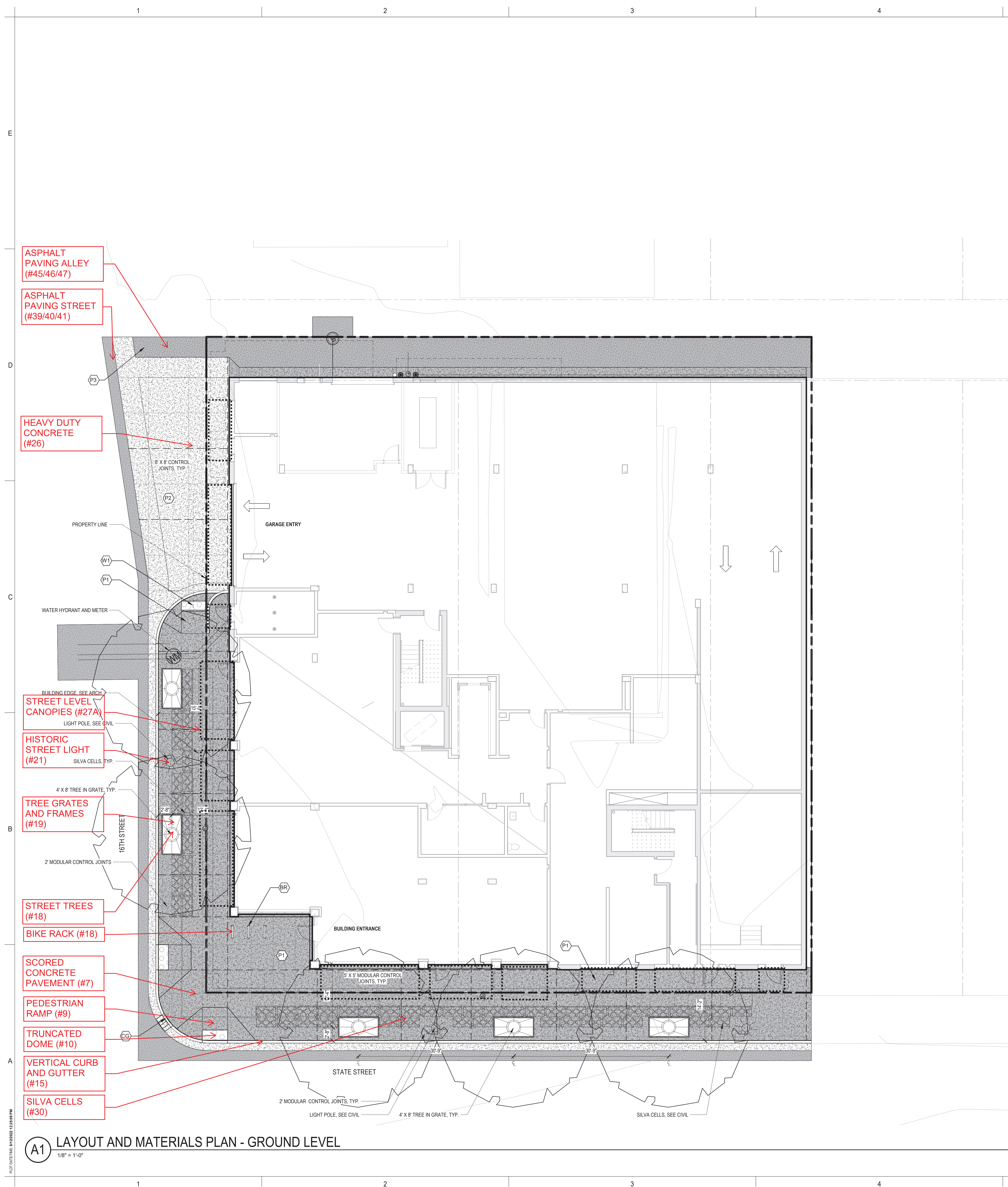


Exhibit D: Schedule of Eligible Expenses Estimate

[Exhibit appears on the following page.]

CCDC Participation Program
Type 2 Eligible Expenses Application Form
 Actual Eligible Costs To Be Determined by CCDC

Project Name: 16th + State

Plan Date: 12/20/2022

By: GGLO

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition		0	0	0
2	Asphalt demolition	SF	5	180	900
3	Curb and gutter demolition	LF	10	270	2,700
4	Saw cut	LF	12	660	7,920
5	Replace subbase	SF	3	3,990	11,970
6	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	SF	11	3,100	34,100
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	EA	3,630	3	10,890
10	Truncated dome	EA	780	3	2,340
11	Lawn parkway	0	0	0	0
12	Irrigation	LS	16,140	1	16,140
OTHER:					
13	Asphalt repair	LS	4,800	1	4,800
14	Concrete curb cut	LF	14	70	980
15	Vertical curb and gutter (6")	LF	48	270	12,960
16	Meyers cabinet	0	0	0	0
17	Water meter	EA	0	0	0
SITUATIONAL FURNISHINGS:					
18	Street trees	EA	3,800	5	19,000
19	Tree grates & frames	EA	8,790	5	43,950
20	Trench drain cover	0	0	0	0
21	Historic street light	EA	8,260	3	24,780
22	Bench	0	0	0	0
23	Bike rack	0	0	0	0
24	Litter receptacle	0	0	0	0
25	Pre-cast planter	0	0	0	0
OTHER:					
26	Heavy Duty Concrete at 16th Street Entrance	SF	13	1,090	14,170
27	Electrical Tie-in	LS	6,300	1	6,300
27A	Street Level Canopies (Weather Protection)	LS	153,920	1	153,920
			0	0	0
Total Streetscape Costs:					367,820

<div> <div>CCDC Participation Program</div> <div>Eligible Costs Application Form</div> <div>Actual Eligible Costs To Be Determined by CCDC</div> </div>					
INFRASTRUCTURE & UTILITIES: (In right-of-way)					
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	
STORM WATER MITIGATION:					
28	Surface demo	LS	28,000	1	28,000
29	Surface prep	LS	13,300	1	13,300
30	Finish materials (permeable pavers, etc.) Silva Cells	LS	117,000	1	117,000
UTILITIES:					
			0	0	0
31	Power line (new/relocation/extension)		0	0	0
32	Water line (relocate fire line and install new hydrant)	LS	44,580	1	44,580
33	Sewer line (new/relocation/extension)		0	0	0
34	Geothermal Line (new/relocation/extension)		0	0	0
35	Natural gas line (new/relocation/extension)		0	0	0
36	Phone line (new/relocation/extension)		0	0	0
37	Fiber line (new/relocation/extension)		0	0	0
38	ACHD power box relocation		0	0	0
STREET:					
39	Asphalt demolition	SF	5	900	4,590
40	Road sub-base and prep	SF	18	900	16,200
41	Asphalt paving	SF	5	900	4,500
PATH:					
42	Surface demolition		0	0	0
43	Surface prep		0	0	0
44	Paving material		0	0	0
ALLEY:					
			0	0	0
45	Asphalt demolition	SF	5	1,080	5,508
46	Alley sub-base and prep	SF	18	1,080	19,440
47	Asphalt paving	SF	5	1,080	5,400
PLAZA:					
48	Surface demolition		0	0	0
49	Surface prep		0	0	0
50	Paving material		0	0	0
OTHER:					
51	TBD		0	0	0
52	TBD		0	0	0
Total Infrastructure & Utilities Costs:					258,518

CCDC Participation Program	
Eligible Costs Application Form	
Actual Eligible Costs To Be Determined by CCDC	
SUBTOTAL ELIGIBLE COSTS:	626,338
GENERAL REQUIREMENTS (5%):	31,317
TOTAL ELIGIBLE COSTS:	657,655
Important Note:	
Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.	

Exhibit E: Affordability Covenant

[Exhibit appears on the following page.]

Recording requested by, and return to:

Compliance Program Manager
Boise City Housing and Community Development
PO Box 500
Boise, Idaho 83701-0500
208-608-7100
monitoring@cityofboise.org

(Space Above for Recorder's Use)

FIRST AMENDMENT TO AFFORDABILITY COVENANT

Amending Instrument No. 2022-014542

This First Amendment to Affordability Covenant (this “**First Amendment**”) is made effective as of the date that this First Amendment is recorded in the real property records of Ada County, Idaho (“**Effective Date**”), by 1522 W State St, LLC, a Delaware limited liability company (“**Developer**”), and the City of Boise City, an Idaho municipal corporation (“**City**”).

RECITALS

- A. On February 10, 2022, Developer and City recorded an Affordability Covenant in the Office of the Ada County Recorder as Instrument No. 2022-014542 (the “**Affordability Covenant**”) against certain real property legally described therein, and commonly known as 1522 W. State Street, Boise, Idaho 83702 (the “**Property**”).
- B. The Urban Renewal Agency of Boise, City, Idaho, also known as Capital City Development Corporation (“**Agency**”) has agreed to provide financial assistance benefitting the Property through the Agency’s Participation Program.
- C. As a part of the Agency’s assistance, Developer and City desire to amend certain terms and conditions of the Affordability Covenant recorded against the Property as set forth herein.

AGREEMENT

THEREFORE, pursuant to Section 13 of the Affordability Covenant, and in consideration of the Agency’s participation, the Affordability Covenant is hereby amended as follows:

1. **Capitalized Terms.** All capitalized terms not otherwise defined or modified in this Amendment shall have the mean given in the Affordability Covenant.
2. Section 1.3 definition following “**Expiration Date**” is deleted in its entirety and replaced with the following new definition: “Six (6) years after the Commencement Date.”
3. Section 1.4 definition following “**Covered Units**” is deleted in its entirety and replaced with the following new definition: “Not less than ten percent (10%) of the total number of dwelling units on the Property, which will be at least eleven (11) dwelling units.”
4. Section 1.5 definition following “**Income Qualification**” is deleted in its entirety and replaced with the following new definition: “Tenants with a household income of not more

than 100% AMI for the applicable family size. “**AMI**” means then current “Area Median Income” for Tenant’s household size published by the U.S. Department of Housing & Urban Development (HUD) “Boise City, ID HUD Metro FMR Area” (or its successor index).”

5. Section 10 Notices is amended to delete “Compliance Coordinator” and replace with “Compliance Program Manager” for purposes of providing notice to the City.
6. The parties agree and acknowledge that this Amendment is irrevocably intended to confer a benefit to the City and the Agency as a third-party beneficiary and the Agency has the right to enforce this Amendment and the Affordability Covenant.
7. Except as modified herein, the terms and conditions of the Affordability Covenant remain in full force and effect. In the event of a conflict between this Amendment and the Affordability Covenant, the terms and conditions of this Amendment will control.
8. **Counterparts.** This Amendment may be signed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[end of text – counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

City: CITY OF BOISE CITY,
an Idaho municipal corporation

By: _____
Lauren McLean
Mayor

ATTEST:

By: _____
Lynda Lowry
Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on _____ by Lauren McLean as Mayor, and by Lynda Lowry as *Ex Officio* City Clerk, of City of Boise City.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Developer: 1522 W STATE ST, LLC,
a Delaware limited liability company

By: 1522 MANAGER LLC,
a Washington limited liability company,
Manager

By: _____
Tyler Carr
Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on _____ by Tyler Carr as
Manager for 1522 Manager LLC, as Manager for 1522 W State St, LLC.

Notary Signature

**LENDER CONSENT AND SUBORDINATION
(Affordability Covenant)**

1522 W State LLC, a Delaware limited liability company (“**Developer**”), as Grantor, and Washington Trust Bank, as Lender, are parties to that certain Deed of Trust recorded in the real property records of Ada County, Idaho as Instrument No. 2021-169983 (the “**Deed of Trust**”).

Lender hereby consents to Developer’s execution and recordation of the First Amendment to the Affordability Covenant. Lender acknowledges and agrees that the Deed of Trust will be subordinate to the Affordability Covenant (as amended by the First Amendment thereto), and that any foreclosure, or conveyance in lieu of foreclosure, or any sale or action under the Deed of Trust will not extinguish, disturb or impair the Affordability Covenant (as amended by the First Amendment thereto) or the provisions thereof.

This Lender Consent and Subordination shall be binding upon Lender any successor-in-interest to Lender automatically and immediately upon such successor succeeding to the interest of Lender.

DATED as of executed on _____, 2023.

WASHINGTON TRUST BANK

By: _____
Name: _____
Title: _____

STATE OF IDAHO)

) ss.

County of Ada)

The foregoing instrument was acknowledged before me on _____, 2023,
by _____ as _____ of Washington Trust Bank

Signature of Notary Public



**FY2023 Year-To-Date Financial Report (Unaudited)
Through FIRST QUARTER**

October 1, 2022 - December 31, 2022



FY2023 Q1 Financial Report (Unaudited)

October 1, 2022 – December 31, 2022

REVENUES:

As is typical, only a small percentage of budgeted tax increment revenues were received in the first quarter (\$7,673). As is also typical, about 60% of the annual, budgeted tax increment revenue (\$13.4 million) was received early in the second quarter, during January 2023, and will be included in the financial report for the second quarter. January 2023 also marks the first tax increment revenue payment for the State Street District. This newest district's negative cash/fund balance (see report page 5—balance sheet) at the end of the first quarter, will become positive as tax increment payments are received in upcoming months.

Total parking revenue was consistent with expectations at 26% of the total annual budget amount at the end of the first quarter. Overall, parking revenues for the first quarter are tracking very closely with what was budgeted for FY2023.

EXPENSES:

At the end of the first quarter, total expenses for the Agency were 12% of the annual budget amount.

- **Capital Outlay:** Expenditures for the first quarter were 12% of the annual budget. Most of the expenses for capital projects hit during the construction season, which corresponds with the Agency's third and fourth quarters. Planning and design of capital projects was underway during the first quarter. Significant projects to note include Rebuild 11th Street Blocks, Rebuild Linen Blocks on Grove Street, and Old Boise Blocks on Grove Street.
- **Contractual Obligations:** Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

Additionally, important events to date include the transfer of two Agency owned properties to the City of Boise. On December 14, 2022, a parcel located at 429 South 10th Street and a parcel located at 703 South 8th Street were conveyed to the City both by quitclaim deeds.

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

Revenues

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

Expenses

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

FY2023 ORIGINAL BUDGET REVENUE SUMMARY	FY2023 Total (Original) Budget	FY2023 Q1 Actual	% Actual to Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	26,080,000	7,673	0%
Parking Revenue.....	8,478,132	2,219,236	26%
Other Revenues (Various Reimbursements).....	5,671,341	1,259,092	22%
Subtotal	\$ 40,229,473	\$ 3,486,001	9%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	184,086	272,353	148%
Use of (Transfer to) Working Capital Fund.....	19,161,223	3,591,826	19%
Subtotal	\$ 19,345,309	\$ 3,864,179	20%
Subtotal - Revenue from Operations	\$ 59,574,783	\$ 7,350,180	12%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	428,212	27,803	6%
Subtotal	\$ 428,212	\$ 27,803	6%
TOTAL REVENUE	\$ 60,002,995	\$ 7,377,983	12%
EXPENSE SUMMARY	FY2023 Total (Original) Budget	FY2023 Q1 Actual	% Actual to Total Budget
Operating Expense			
Services & Operations.....	2,965,569	818,029	28%
Personnel Costs.....	2,998,000	640,827	21%
Facilities Management.....	977,354	258,776	26%
Professional Services	1,357,210	152,153	11%
Subtotal	\$ 8,298,133	\$ 1,869,786	23%
Debt Service & Contractual Obligations			
Debt Service.....	170,000	-	0%
Contractual Obligations (part of CIP).....	5,709,031	-	0%
Subtotal	\$ 5,879,031	\$ -	0%
Capital Outlay			
Office Furniture/Computer Equipment.....	45,000	12,278	27%
Capital Improvement Projects (part of CIP).....	42,593,119	5,205,371	12%
Parking Reinvestment Plan (PRP).....	2,520,000	164,949	7%
Mobility Projects.....	239,500	97,796	41%
Subtotal	\$ 45,397,619	\$ 5,480,394	12%
Subtotal - Expenses for Operations	\$ 59,574,783	\$ 7,350,180	12%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	428,212	27,803	6%
Subtotal	\$ 428,212	\$ 27,803	6%
TOTAL EXPENSE	\$ 60,002,995	\$ 7,377,983	12%

FY2023 Q1 OPERATING REVENUES

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY October 2022 - December 2022

Activity	FY 2022	FY 2023	FY 2023			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	10,879,908	12,880,000	6,766	0	(6,766)	-100%
Westside	4,295,431	4,810,000	0	0	0	NA
30th Street	1,050,607	1,450,000	1,786	3,487	1,701	95%
Shoreline	483,242	620,000	0	2,581	2,581	N/A
Gateway East	2,425,378	5,210,000	11,217	1,604	(9,613)	-86%
State Street	0	1,110,000	0	0	0	N/A
TOTAL RAD	19,134,567	26,080,000	19,769	7,673	(12,096)	-61%
PARKING BY GARAGE						
9th & Main (Eastman)	1,562,609	1,649,994	397,819	415,099	17,279	4%
Capitol & Main (Cap Terrace)	2,215,614	2,098,617	550,435	555,854	5,418	1%
9th & Front (City Centre)	1,615,914	1,819,529	470,000	468,586	(1,413)	0%
10th & Front (Grove St.)	1,173,178	1,280,855	320,950	384,112	63,162	20%
Capitol & Myrtle (Myrtle St.)	939,262	1,047,265	255,211	242,154	(13,057)	-5%
11th & Front (CCDC's portion 30.1%)	373,351	421,923	102,458	108,974	6,516	6%
Misc. Parking	407,881	159,950	39,988	44,458	4,471	11%
TOTAL PARKING	8,287,809	8,478,132	2,136,860	2,219,236	82,375	4%
Other	1,877,505	5,671,341	1,417,835	1,259,092	(158,743)	-11%
TOTAL	29,299,881	40,229,473	3,574,464	3,486,001	(88,464)	-2%

RECONCILIATION TO FY2023 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$60,002,995
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(428,212)
Use of Fund Balance	(19,161,223)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(184,086)
Operating Revenues	<u>\$40,229,475</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2022 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
ASSETS									
Cash and investments	1,300,000	23,896,686	8,479,937	1,820,205	731,666	2,488,641	(62,689)	12,867,613	51,522,059
Accounts receivable	19,826	298,888	338,280	-	-	-	-	158,036	815,030
Interest receivable	55,080	-	-	-	-	-	-	-	55,080
Taxes receivable	-	10,981,773	4,113,932	1,173,555	530,020	4,460,356	853,581	-	22,113,217
Leases receivable	-	-	49,123	-	-	-	-	707,113	756,236
Prepays	-	15,250	-	-	-	-	-	-	15,250
Restricted cash	-	-	-	-	-	-	-	507,342	507,342
Property held for resale or development	-	1,803,331	7,152,327	-	-	-	-	-	8,955,658
Total assets	1,374,906	36,995,928	20,133,599	2,993,760	1,261,686	6,948,997	790,892	14,240,104	84,739,872
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	47,212	716,059	418,232	4,192	139	-	-	369,012	1,554,846
Accrued liabilities	110,243	-	-	-	-	-	-	-	110,243
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	51,272	-	-	-	-	-	51,272
Total liabilities	157,455	716,059	469,504	4,192	139	-	-	369,012	1,716,361
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax	-	10,981,773	4,113,932	1,173,555	530,020	4,460,356	853,581	-	22,113,217
Lease related	-	-	49,076	-	-	-	-	694,622	743,698
Total deferred inflows of resources	-	10,981,773	4,163,008	1,173,555	530,020	4,460,356	853,581	694,622	22,856,915
FUND BALANCES									
Nonspendable	-	1,818,581	7,152,327	-	-	-	-	-	8,970,908
Restricted	-	23,479,515	8,348,760	1,816,013	731,527	2,488,641	(62,689)	7,300	36,809,067
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	12,669,170	12,669,170
Unassigned	1,217,451	-	-	-	-	-	-	-	1,217,451
Total fund balances	1,217,451	25,298,096	15,501,087	1,816,013	731,527	2,488,641	(62,689)	13,176,470	60,166,596
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,374,906	36,995,928	20,133,599	2,993,760	1,261,686	6,948,997	790,892	14,240,104	84,739,872

FUND BALANCE DEFINITIONS

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

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

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

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

Unassigned: all other funds; typically the General Fund.



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approval of 2022 Annual Report		Date: March 13, 2023
Staff Contact: Jordyn Neerdaels, Communications Manager	Attachments: 1 – Draft of 2022 Annual Report	
Action Requested: Approve the 2022 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Fiscal Notes:

None

Background:

Idaho Code 50-2006(5)(c) requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenues, and operating expenses. These annual reports must be filed annually by March 31 with the State Controller and the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2022 Annual Report.

Once approved by the Board, the report will be finalized and filed with the Boise City Clerk's Office and the State Controller. Notice will be published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office on the Agency's website, ccdcboise.com.

Staff Recommendation:

Accept the 2022 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk and the State Controller, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as CCDC's website.

Suggested Motion:

I move to approve the 2022 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.



CAPITAL CITY
DEVELOPMENT CORP



2022 ANNUAL REPORT

COLLABORATE. CREATE. DEVELOP. COMPLETE.

BOISE CITY CANAL UPGRADE

Rebuild 11th Street is a collection of carefully coordinated transformational improvements in the Westside and River Myrtle/Old Boise Districts that will bring more private sector investment to this area of downtown. As part of those efforts, workers pictured here rebuild an aging underground canal structure ensuring the seasonal irrigation water continues to flow throughout Boise for years to come.



- 03 BOARD OF COMMISSIONERS
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- 05 CCDC DISTRICT MAPS
- 06 AGENCY OWNED PROPERTY
- 08 2022 FINANCIAL STATEMENTS
- 10 FINANCIAL HIGHLIGHTS



BOARD OF COMMISSIONERS



Latonia Haney Keith
INTERIM BOARD CHAIR



John Stevens
INTERIM VICE CHAIR



Lauren McLean
SECRETARY - TREASURER



Danielle Hurd
COMMISSIONER



Alexis Townsend
COMMISSIONER



Ryan Erstad
COMMISSIONER



Rob Perez
COMMISSIONER

..... PAST COMMISSIONERS OF 2022



Dana Zuckerman
PAST BOARD CHAIR



Gordon Jones
PAST COMMISSIONER



Dave Bieter
PAST COMMISSIONER

ON THE COVER

NOW LEASING, "THE MARTHA"

The Agency's fourth infill housing project, The Martha, is now open in the Westside District. The 48 mixed-income units were completed just 30 months after property acquisition, a record for the Agency and testimony to its public-private partnership selection of SMR Development and deChase Miksis.

ABOUT CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its six redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION

Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

AGENCY MANAGEMENT

JOHN BRUNELLE Executive Director

DOUG WOODRUFF Development Director

JOEY CHEN Finance and Administration Director

MARY WATSON General Counsel

MATT EDMOND Parking and Mobility Director

WHAT CCDC CREATES

Urban renewal districts and projects are multi-layered and require a dedicated team with a consistent vision to execute the plan over multiple years or even decades. CCDC projects incorporate a mixture of five key strategies to help achieve an area's vision.

FIVE KEY STRATEGIES

ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.

INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.

MOBILITY

Expand mobility choices that include parking and multiple modes to enable universally accessible urban districts.

PLACE MAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

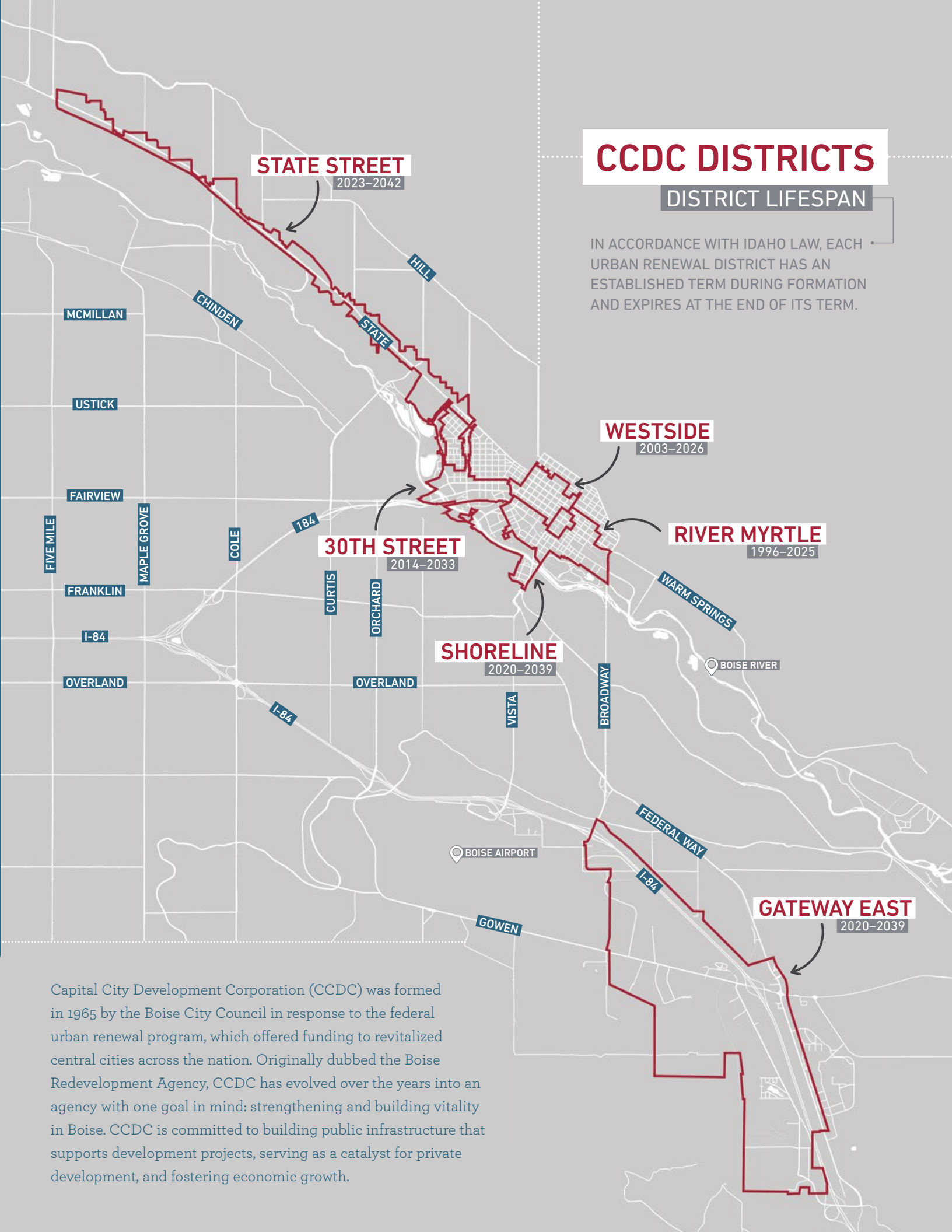
SPECIAL PROJECTS

Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

CCDC DISTRICTS

DISTRICT LIFESPAN

IN ACCORDANCE WITH IDAHO LAW, EACH URBAN RENEWAL DISTRICT HAS AN ESTABLISHED TERM DURING FORMATION AND EXPIRES AT THE END OF ITS TERM.



STATE STREET

2023-2042

WESTSIDE

2003-2026

RIVER MYRTLE

1996-2025

30TH STREET

2014-2033

SHORELINE

2020-2039

GATEWAY EAST

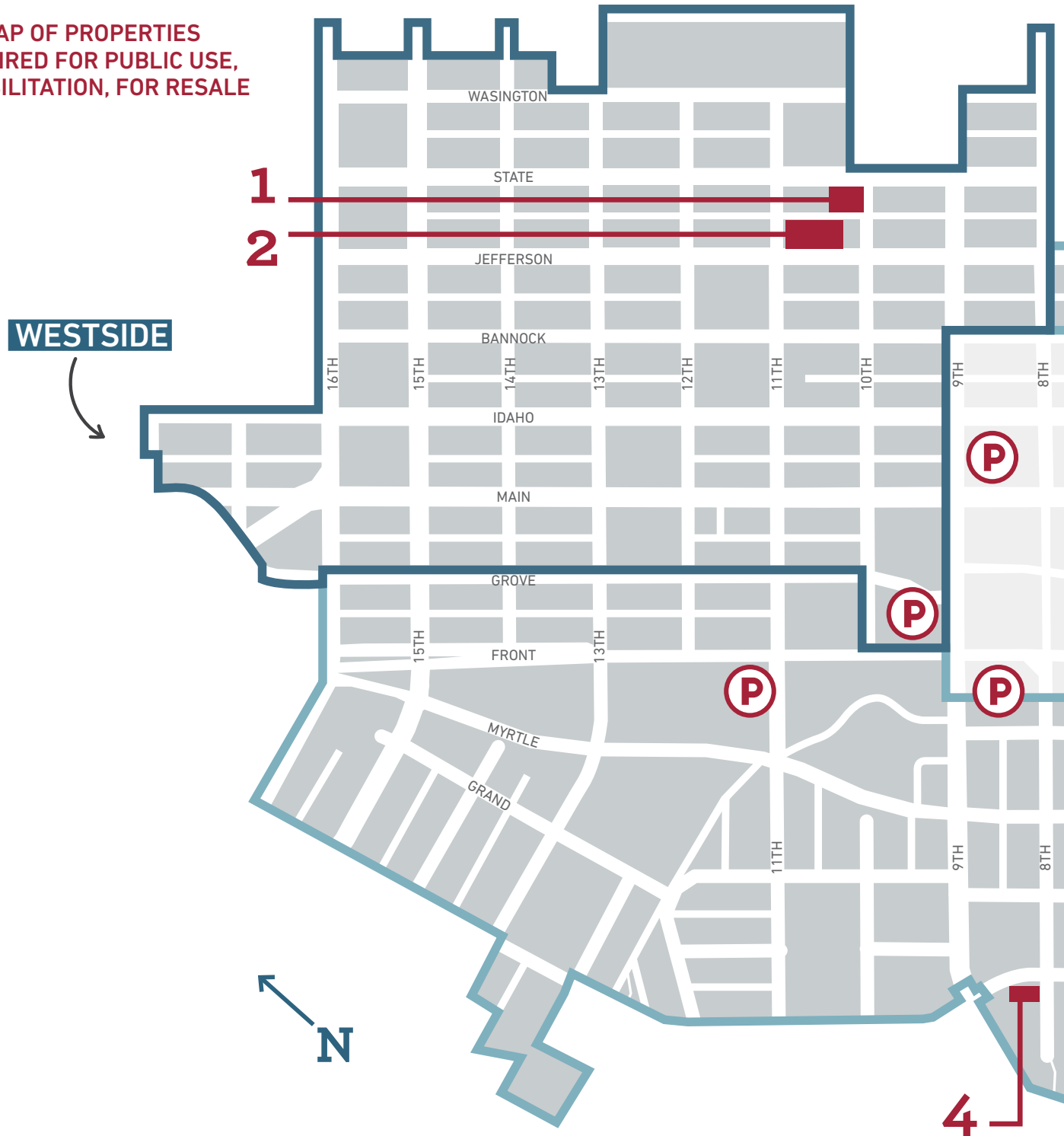
2020-2039

Capital City Development Corporation (CCDC) was formed in 1965 by the Boise City Council in response to the federal urban renewal program, which offered funding to revitalized central cities across the nation. Originally dubbed the Boise Redevelopment Agency, CCDC has evolved over the years into an agency with one goal in mind: strengthening and building vitality in Boise. CCDC is committed to building public infrastructure that supports development projects, serving as a catalyst for private development, and fostering economic growth.

AGENCY OWNED PROPERTY

As part of CCDC's mission to ignite diverse economic growth and work with community partners to redevelop underutilized properties, the Agency can purchase strategic properties with high redevelopment potential within its six Urban Renewal Districts. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

MAP OF PROPERTIES ACQUIRED FOR PUBLIC USE, REHABILITATION, FOR RESALE



PROPERTIES ACQUIRED FOR PUBLIC USE

P ParkBOI PUBLIC PARKING GARAGES

In 2022, CCDC owned and operated the following public parking garages: 8th & Main Garage; Capitol & Main Garage; 9th & Front Garage; 10th & Front Garage; Capitol & Myrtle Garage; and 11th & Front Garage, which is a public-private partnership.



PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1. 421 N. 10th St. (.39 acres)

The Agency initiated its vision to transform Block 68 and nearby parcels in its Westside District by acquiring this property in early 2018. The property includes an aging commercial building and small surface lot used for public parking. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA.

2. 1010 W. Jefferson St. (.65 acres)

The Agency successfully added this property to its portfolio in 2018, completing its assemblage on a portion of Block 68 to pursue its vision of a transformative project. The property includes an office building and parking lot. It is currently subject to a development agreement with Block 68 South Development LLC for a future mixed use housing and mobility hub project.

3. 521 W. Grove St. (.21 acres)

The Agency purchased this property in January 2022 to create a new public space in partnership with Boise Parks and Recreation. Currently, the parcel is a surface-level parking lot.

4. 703 S. 8th St. (.18 acres)

The Agency purchased this property in August 2022 to allow the City of Boise to consolidate parcels on a block it otherwise owned. In December 2022, the Agency transferred ownership of the parcel to the City of Boise.

AGENCY-WIDE FINANCIAL ANALYSIS

Table 1 reflects the condensed fiscal year 2022 and fiscal year 2021 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased \$12,397,502 during fiscal year 2022.

STATEMENT OF NET POSITION

TABLE 1

AS OF SEPTEMBER 30, 2022 AND 2021

	2021*	2022	Percentage Change 2021-2022
Current & Other Assets	\$83,918,874	\$89,370,934	6.5%
Capital Assets	22,238,390	25,018,360	12.5%
Total Assets	106,157,264	114,389,294	7.8%
Deferred Outflows of Resources	566,373	878,574	55.1%
Other Liabilities	1,787,942	3,264,135	82.6%
Long-term Liabilities	11,715,000	3,802,793	(67.5%)
Total Liabilities	13,502,942	7,066,928	(47.7%)
Deferred Inflows of Resources	20,336,422	22,919,165	12.7%
Net Position			
Net Investment in Capital Assets	19,982,335	22,278,302	11.5%
Restricted	51,918,730	62,023,163	19.5%
Unrestricted	983,208	980,310	(0.3%)
Total Net Position	\$72,884,273	\$85,281,775	17.0%

* 2021 was not restated for the implementation of GASB 87.

Twenty-six percent of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, right-to-use leased assets, and other, net of related long-term liabilities) with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

REVENUES: Charges for Services include lease revenues from the Ada County Courthouse Corridor Project and from properties held for redevelopment in Westside District, and from leasing activities in parking fund. Operating Grants and Contributions include various reimbursements from construction projects. Parking includes proceeds generated from operating the public parking garages. General Revenues include property tax increment and earnings on investments. Overall, total Agency revenues increased \$1,975,992 compared with the prior year. Tax increment revenues increased \$1,654,032 compared to fiscal year 2021, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues continued to recover from pandemic in fiscal year 2022 with an increase of \$1,856,158 to \$8,009,559. Current year parking revenues are almost back to pre-pandemic, fiscal year 2019's revenue level of \$8,625,213.

EXPENSES: Community Development includes the general expenses of the Agency related to fulfilling its mission. Interest on Long-Term Liabilities includes the interest portion of payments related to long-term financing arrangements and lease related activities. Parking Facilities includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2022 decreased slightly by \$263,406.

2022 FINANCIAL STATEMENTS

Table 2 provides a summary of the Agency's operations for the fiscal year ended September 30, 2022. Prior year data is presented for comparison purposes.

STATEMENT OF ACTIVITIES

TABLE 2

FOR YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2021*	2022	Percentage Change 2021-2022
Revenues			
Program Revenues			
Charges for Services	\$591,597	\$702,643	18.8%
Operating Grants & Contributions	2,563,586	1,762,959	(31.2%)
Parking	6,153,401	8,009,559	30.2%
Total Program Revenue	9,308,584	10,475,161	12.53%
General Revenue			
Property Tax Increment	17,718,915	19,372,947	9.3%
Unrestricted Investment			
Earnings	60,989	68,295	12.0%
Gain on Sale of Capital Assets	851,923	—	100.0%
Total Revenues	27,940,411	29,916,403	7.07%
Expenses			
Program Expenses			
Community Development	13,461,104	13,352,603	(0.8%)
Interest on Long-Term Debt	497,624	203,980	(59.0%)
Parking Facilities	3,823,579	3,962,318	3.6%
Total Program Expenses	17,782,307	17,518,901	(1.5%)
Increase in Net Position	10,158,104	12,397,502	22.0%
Net Position - Beginning	62,726,169	72,884,273	16.2%
Net Position - Ending	\$72,884,273	\$85,281,775	17.0%

* 2021 was not restated for the implementation of GASB 87.



FINANCIAL HIGHLIGHTS

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2022 by \$85,281,775. Of this total, \$22,278,302 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$63,762,939, of which \$62,782,629 is nonspendable, restricted, committed or assigned.
- During fiscal year 2022 the Agency's expenses were \$17,518,901 compared to the \$17,782,307 reported in 2021.



CRANES, THE OFFICIAL BIRD OF CCDC

Agency partnerships are reaching new heights with Hotel Renegade from developer Hendricks Commercial Properties LLC and mixed-use residential building, 12th & Idaho, from Oppenheimer Development Corp. pictured here in the Westside District. With a number of other public-private partnerships in place, the Agency will continue to help cranes fill the skyline for years to come.

- Total revenues increased by \$1,975,992. The change is mainly due to the facts that: (1) revenue allocation funds increased by \$1,654,032; (2) parking revenue increased by \$1,856,158 and (3) \$800,627 decrease in various one-time reimbursements from Ada County Highway District (ACHD) and City of Boise for construction projects in River Myrtle/Old Boise District and Westside District.
- Interest and fees expense on long-term liabilities in governmental activities decreased by \$293,644 compared with fiscal year 2021. In fiscal year 2022, early redemption of all three bonds (2011 B, 2017 A and 2017 B) occurred on December 1, 2021. The Agency also adopted GASB Statement No. 87, Leases in fiscal year 2022. The implementation of this standard requires recording interest payment related to leases.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues continued to recover from pandemic in fiscal year 2022 with an increase of \$1,856,158 to \$8,009,559. Current year parking revenues are almost back to pre-pandemic, fiscal year 2019's revenue level of \$8,625,213. Revenue allocation funds increased 9 percent or \$1,654,032 in fiscal year 2022 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.



NATIONAL RECOGNITION IN 2022



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

In 2022, the Agency's newest community open space, Cherie Buckner-Webb Park, received the Gold Award for Neighborhood Development from the International Economic Development Council.



JACK KEMP
EXCELLENCE IN
AFFORDABLE & WORKFORCE
HOUSING AWARDS

In 2021, CCDC's infill housing project, Ash+River Townhomes, received the Jack Kemp Excellence in Affordable and Workforce Housing Award from the Urban Land Institute.



CCDC's multi-award-winning placemaking project, The Grove Plaza, received the International Economic Development Council Gold Award for Top Public Private Partnership in the United States in 2018.



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AGENDA BILL

Agenda Subject: Resolution 1813 approving Amendment No. 2 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc.		Date: March 13, 2023
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution 1813- Amendment No. 2 to the Entrepreneurship Consulting Agreement	
Action Requested: Adopt Resolution 1813 approving Amendment No. 2 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.		

Background:

For the past nine years, the Agency, the City of Boise (“City”), and the non-profit business entity Actuate Boise Inc. (“Actuate”) have worked together to encourage private investment in downtown Boise by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses. Actuate, doing business as Trailhead, helps companies grow by providing business mentoring assistance including business education programming and entrepreneurship resources.

At present, Trailhead operations are governed by a tri-party Entrepreneurship Consulting Agreement (“Agreement”) between the Agency, the City, and Actuate, effective May 18, 2020. The Agreement had an initial 2-year term and can be renewed for up to three (3) sequential one-year renewal terms. In March 2022, the Agency Board renewed the Agreement for the first time for a one-year term. That first renewal expires on April 30, 2023.

Renewal of the Entrepreneurship Consulting Agreement

As part of the terms and conditions of the tri-party Agreement, Actuate develops programming to mentor its members on financial and legal issues and assists members in locating financing for their startups. Actuate also provides a targeted work space, administrative services, and meeting space. Actuate delivers a yearly report to the Agency Board that seeks to capture the success or failure of its efforts, with data including: current membership; membership missions, goals, and progress in new job creation and/or investments; collaborations with public entities or non-profits; services currently provided to the members; new jobs and investments created as a whole by the members; and a financial report including revenue from use fees and program fees. The Agency Board received the most recent Trailhead yearly report at its February 13, 2023, Board Meeting.

Amendment No. 2 to the Agreement needs to be executed by the three Parties in order for all to continue working together to accomplish the Trailhead business objectives. Actuate's Executive Director executed Amendment No. 2 on February 15. Boise City Council approved Amendment No. 2 at its public meeting on February 28, 2023.

Lease of Commercial Space

In exchange for Actuate's professional services under the Agreement, the Agency and the City share the expense of a commercial office space lease ("Lease"). Renewal of the Lease for 500 S. 8th Street requires notice to Rim View LLC no later than the end of March. Therefore renewal of both the Agreement and the Lease must be considered by the Agency Board at its March Board Meeting.

Idaho Code § 67-2803(4) allows the Agency to procure professional services from an independent contractor. Further, Idaho Code § 50-2015 allows the Agency and the City to cooperate in and benefit from the planning and carrying out of urban renewal activities.

Fiscal Notes:

Renewing the tri-party Agreement obligates the Agency to lease commercial office space for Actuate for its business assistance services. In turn, the Agency and the City share that expense equally under the terms of a Memorandum of Understanding that remains in place with an effective date of December 17, 2019.

The Agency's cost to renew the lease for a second optional renewal term: May 1, 2023 to April 30, 2024 will be \$97,072.38. Sufficient funds have been budgeted for this expense.

Recommendation:

It is recommended the Agency Board adopt Resolution 1813 in order to achieve the Trailhead business efforts described herein.

Suggested Motion:

I move to adopt Resolution 1813 approving Amendment No. 2 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.

RESOLUTION NO. 1813

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. 2 TO THE ENTREPRENEURSHIP CONSULTING AGREEMENT BETWEEN THE AGENCY, THE CITY OF BOISE, AND ACTUATE BOISE, INC., TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT ON BEHALF OF AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AMENDMENT, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

WHEREAS, in support of the Business Assistance Services provided by Actuate Boise, Inc., through operations commonly known as Trailhead, the Agency Board at its public meeting on December 9, 2019, passed Resolution 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the support; and likewise, the City at its public meeting on December 17, 2019, passed Resolution RES-624-19 approving the Memorandum of Understanding; and,

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

WHEREAS, on March 8, 2022, the City passed Resolution RES-161-22 approving Amendment No. 1 to the Agreement for the first optional one-year renewal term of May 1, 2022 to April 30, 2023; and then at its public meeting on March 14, 2022, the Agency Board adopted Resolution 1748 and entered into Amendment No. 1 to the Agreement; and

WHEREAS, in accordance with Idaho Code § 67-2803(4) which allows for procurement of professional services to be performed by an independent contractor, the Agency, the City, and Actuate Boise, Inc. desire to renew the Agreement for the second optional one-year renewal term in accordance with Section 5 of that Agreement, with said Amendment No. 2 to the Agreement attached as Exhibit A and incorporated herein by reference; and,

WHEREAS, the Agency Board finds it in the best public interest to approve renewal of the Agreement for the second optional one-year renewal term of May 1, 2023 to April 30, 2024, and to authorize the Executive Director to execute the renewal, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 2 to the Entrepreneurship Consulting Agreement, and, further, is hereby authorized to execute any necessary documents required to implement Amendment No. 2 and to make any necessary technical changes, subject to representations by Agency staff and Agency legal counsel that all conditions precedent and any necessary technical changes thereto or other documents are acceptable and consistent with the provisions of the Agreement and any comments and discussions received at the March 13, 2023, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

**ENTREPRENEURSHIP CONSULTING AGREEMENT
AMENDMENT NO. 2 FOR A SECOND RENEWAL TERM
MAY 1, 2023 TO APRIL 30, 2024**

This Amendment No. 2 to the Entrepreneurship Consulting Agreement ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation ("Manager"). Agency, City, and Manager may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

WITNESSETH

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

WHEREAS, with Manager's formal notice to Agency and City on January 13, 2023 of its interest in continuing to provide Entrepreneurship Programming under the business commonly known as Trailhead, the Parties now desire to renew their partnership in these efforts by entering into this Amendment No. 2, as allowed by Idaho Code § 67-2803(4).

WHEREAS, in accordance with Section 5 of the Agreement which describes the Parties' ability to renew the Agreement for up to three (3) sequential one-year renewal terms, the Parties hereby enter into this Amendment No. 2 for a second optional renewal term of May 1, 2023 to April 30, 2024.

AGREEMENT

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

- 1. ORIGINAL TERMS AND CONDITIONS.** All of the terms and conditions of the original May 18, 2020 Agreement between the Parties, attached hereto as Exhibit A, remain in full force and effect.
- 2. TERM.** The Term of this Amendment No. 2 shall be May 1, 2023 to April 30, 2024. In accordance with Section 5 of the Agreement, this Term is recognized by the Parties as the "second optional renewal term."

END OF AMENDMENT 2 | *Signatures appear on the following page.*

EXHIBIT A

ENTREPRENEURSHIP CONSULTING AGREEMENT

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

WITNESSETH

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

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

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

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

AGREEMENT

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

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date last signed by all Parties.
2. **PURPOSE.** The purpose of this Agreement shall be for Manager to operate the Entrepreneurship Programming and use and operate the Premises for such purpose.
3. **ENTREPRENEURSHIP PROGRAMMING.**
 - A. **Operation.** Manager shall be responsible for the daily operation and management of the Entrepreneurship Programming and meeting the Program Guidelines set forth in **Exhibit A**. Manager will screen prospective Members, select Members, and provide counseling and support for Members. Manager will assist Members with gaining access to appropriate funding resources and include Members in other entrepreneurial activities that Manager sponsors.

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

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

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

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

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

4. PREMISES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **TERMINATION OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Agency:

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

To City:

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

To Manager:

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

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

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

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

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

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

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

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

CITY OF BOISE


By: Lauren McLean, Mayor

Date: May 12th, 2020

ATTEST:


Lynda Lowry, EX-OFFICIO CITY CLERK

Date: May 12th, 2020

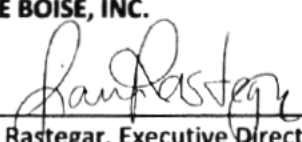


CAPITAL CITY DEVELOPMENT CORPORATION


By: John Brunelle, Executive Director

Date: May 18, 2020

ACTUATE BOISE, INC.


By: Tiam Rastegar, Executive Director

Date: 05/04/2020

EXHIBIT A
PROGRAM GUIDELINES

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

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

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

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

EXHIBIT B
LEASE

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

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

WITNESSETH:

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

ARTICLE I. PREMISES

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

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

ARTICLE II. LEASE TERM

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

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

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

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

ARTICLE III. RENT

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

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

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

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

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

ARTICLE IV. SECURITY DEPOSIT

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

ARTICLE V. USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. COMMON AREAS

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

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

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

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

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

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

ARTICLE VII. UTILITIES

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

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

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

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

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

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

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

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

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

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

ARTICLE XI. INSURANCE

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

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

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

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

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

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

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

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

ARTICLE XII. DAMAGE TO PREMISES

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

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

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

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

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

ARTICLE XIII. CONDEMNATION

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

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

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

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

ARTICLE XIV. ALTERATIONS AND FIXTURES

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

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

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

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

ARTICLE XV. SIGNS

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

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

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

ARTICLE XVI. LIENS

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

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

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

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

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

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

ARTICLE XVIII. INDEMNITY

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

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

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

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

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

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

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

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

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

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

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

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

ARTICLE XX. SUBORDINATION AND ATTORNMENT

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

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

ARTICLE XXI. DEFAULT

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

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

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

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

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

Subsection 21.3.2 Reletting.

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

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

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

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

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

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

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

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

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

ARTICLE XXIII. WAIVER

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

ARTICLE XXIV. NOTICES

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

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

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

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

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

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

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

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

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

ARTICLE XXV. HOLD OVER

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

ARTICLE XXVI. ATTORNEY FEES AND COSTS

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

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

ARTICLE XXVII. SURRENDER OF PREMISES

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

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

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

ARTICLE XXVIII. MISCELLANEOUS

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

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

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

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

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

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

Section 28.7 Covenants. Intentionally Omitted.

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

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

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

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

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

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

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

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

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

Section 28.17 Guaranty. Intentionally Omitted.

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

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

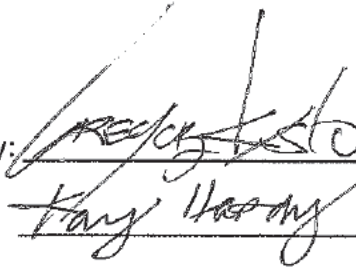
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

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

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

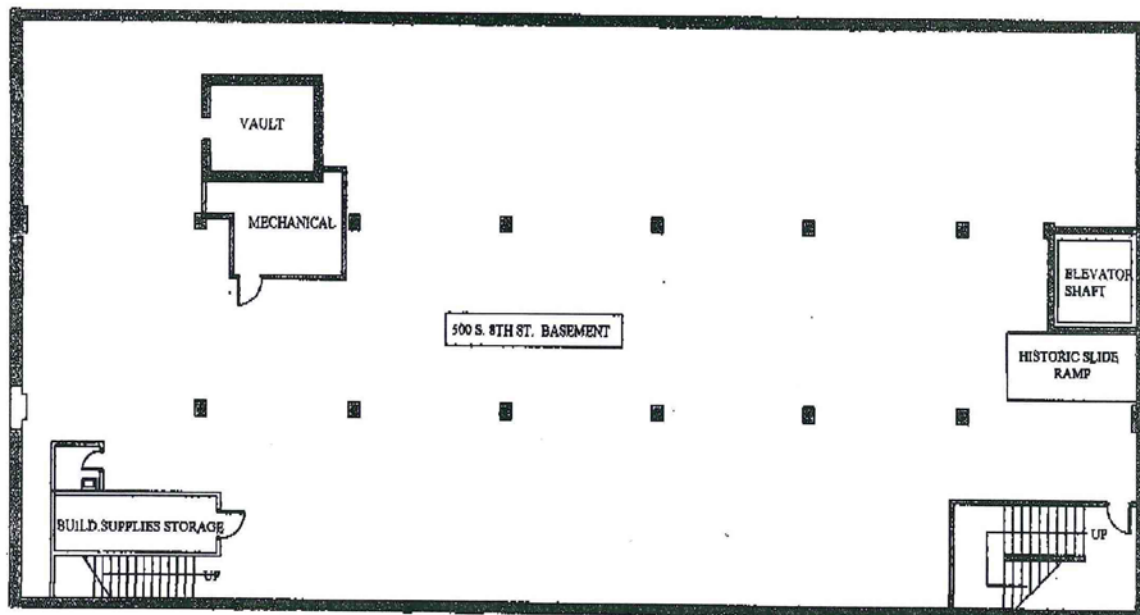
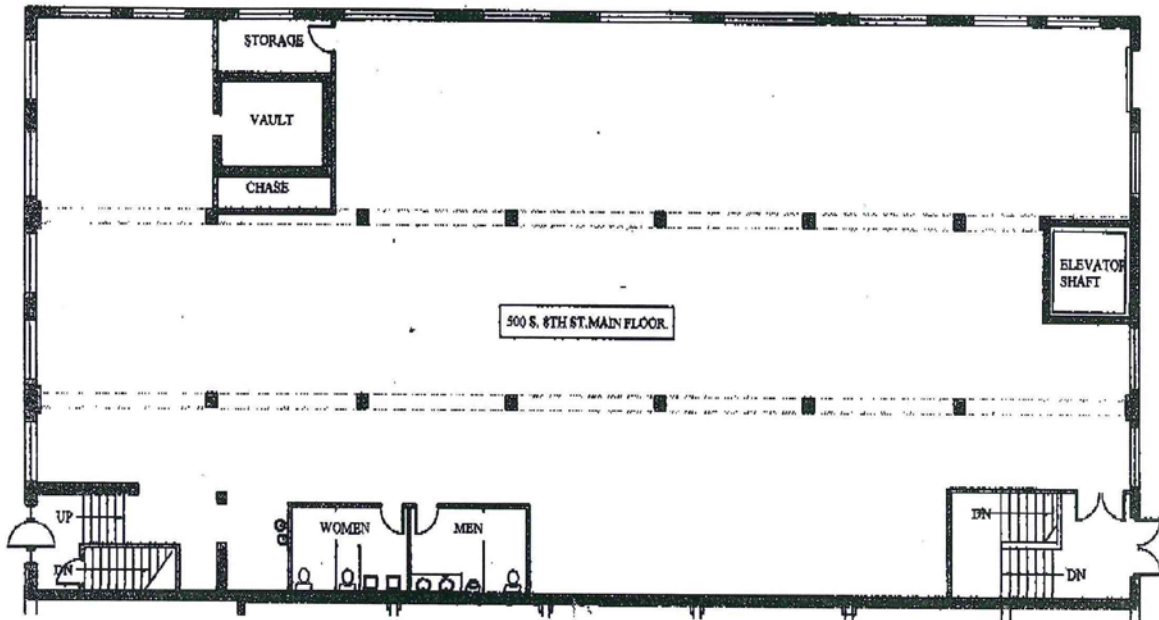


EXHIBIT B

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

None.

EXHIBIT C
PERSONAL PROPERTY LIST

Agency Furniture Available for Manager's Temporary Use

Lobby and Conference Room Furniture

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

Workstation Furniture

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



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AGENDA BILL

Agenda Subject: Resolution 1814 approving a one-year renewal of the Lease of 500 S. 8th Street from Rim View LLC		Date: March 13, 2023
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution 1814- Original Lease of 500 S. 8th Street, Boise	
Action Requested: Adopt Resolution 1814 approving a one-year renewal of the Lease for 500 S. 8th Street from Rim View LLC		

Background:

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

Executed on May 18, 2020, the current Lease was for an initial term of two years with up to three (3) sequential one-year renewals. Should the Agency Board decide to renew the Lease, the Agency must provide an irrevocable notice of renewal to Rim View LLC for the second optional renewal term of May 1, 2023 to April 30, 2024 no later than the end of March. The ability of the Agency to lease real property is expressly allowed by Idaho Code § 50-2007.

Fiscal Notes:

With the City sharing the Lease expense, the Agency's cost for a second optional renewal term will be \$97,072.38. The Agency has budgeted sufficient funds for this expense.

Recommendation:

In order to achieve the Trailhead business efforts described herein, it is recommended the Agency Board adopt Resolution 1814 to renew the lease of 500 S. 8th Street.

Suggested Motion:

I move to adopt Resolution 1814 approving renewal of the Lease of 500 S. 8th Street from Rim View LLC for one year.

RESOLUTION NO. 1814

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING RENEWAL OF THE LEASE OF 500 S. 8TH STREET, BOISE, IDAHO, BETWEEN THE AGENCY AND RIM VIEW LLC FOR A PERIOD OF ONE (1) YEAR WITH CERTAIN TERMS AND CONDITIONS AND EXPENSES MEANT TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE OPTION TO RENEW ON BEHALF OF THE AGENCY, INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency and the City for many years have worked together to encourage private investment within the city by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise, Idaho; and,

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

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

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

WHEREAS, at its public meeting on May 18, 2020, the Agency Board passed Resolution 1650 approving the current Building lease, with an effective date of May 1, 2020, for an initial Term of two (2) years with the option to renew for up to three (3) sequential one (1) year renewal terms; and,

WHEREAS, at its public meeting on March 14, 2022, the Agency Board passed Resolution 1749 approving renewal of the Building lease for the first optional one-year renewal term, May 1, 2022 to April 30, 2023; and

WHEREAS, the Agency Board hereby finds that renewal of the Building lease for the second optional one-year renewal term, May 1, 2023 to April 30, 2024, in accordance with Section 2.2 of the lease, enables all the involved parties to continue cooperating to their mutual advantage in a manner that will best accord with individual needs and development of the parties; and,

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

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

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

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

Section 2: That renewal of the lease of 500 S. 8th Street, Boise, between the Agency and Rim View LLC for the second optional one-year renewal term, May 1, 2023 to April 30, 2024, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to take all necessary steps to exercise the option to renew the Building lease, including the expenditure of funds for said one-year renewal totaling ONE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR AND 76/100 DOLLARS (\$194,144.76), half of which amount is reimbursed by the City of Boise under the terms and conditions of the Memorandum of Understanding, effective December 17, 2019.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

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

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

WITNESSETH:

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

ARTICLE I. PREMISES

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

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

ARTICLE II. LEASE TERM

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

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

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

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

ARTICLE III. RENT

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

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

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

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

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

ARTICLE IV. SECURITY DEPOSIT

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

ARTICLE V. USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. COMMON AREAS

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

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

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

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

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

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

ARTICLE VII. UTILITIES

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

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

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

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

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

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

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

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

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

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

ARTICLE XI. INSURANCE

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

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

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

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

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

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

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

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

ARTICLE XII. DAMAGE TO PREMISES

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

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

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

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

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

ARTICLE XIII. CONDEMNATION

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

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

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

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

ARTICLE XIV. ALTERATIONS AND FIXTURES

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

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

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

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

ARTICLE XV. SIGNS

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

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

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

ARTICLE XVI. LIENS

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

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

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

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

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

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

ARTICLE XVIII. INDEMNITY

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

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

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

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

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

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

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

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

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

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

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

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

ARTICLE XX. SUBORDINATION AND ATTORNMENT

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

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

ARTICLE XXI. DEFAULT

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

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

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

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

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

Subsection 21.3.2 Reletting.

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

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

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

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

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

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

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

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

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

ARTICLE XXIII. WAIVER

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

ARTICLE XXIV. NOTICES

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

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

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

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

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

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

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

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

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

ARTICLE XXV. HOLD OVER

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

ARTICLE XXVI. ATTORNEY FEES AND COSTS

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

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

ARTICLE XXVII. SURRENDER OF PREMISES

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

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

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

ARTICLE XXVIII. MISCELLANEOUS

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

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

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

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

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

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

Section 28.7 Covenants. Intentionally Omitted.

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

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

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

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

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

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

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

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

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

Section 28.17 Guaranty. Intentionally Omitted.

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

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

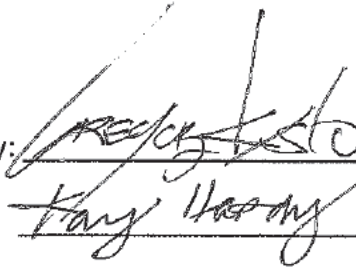
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

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

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

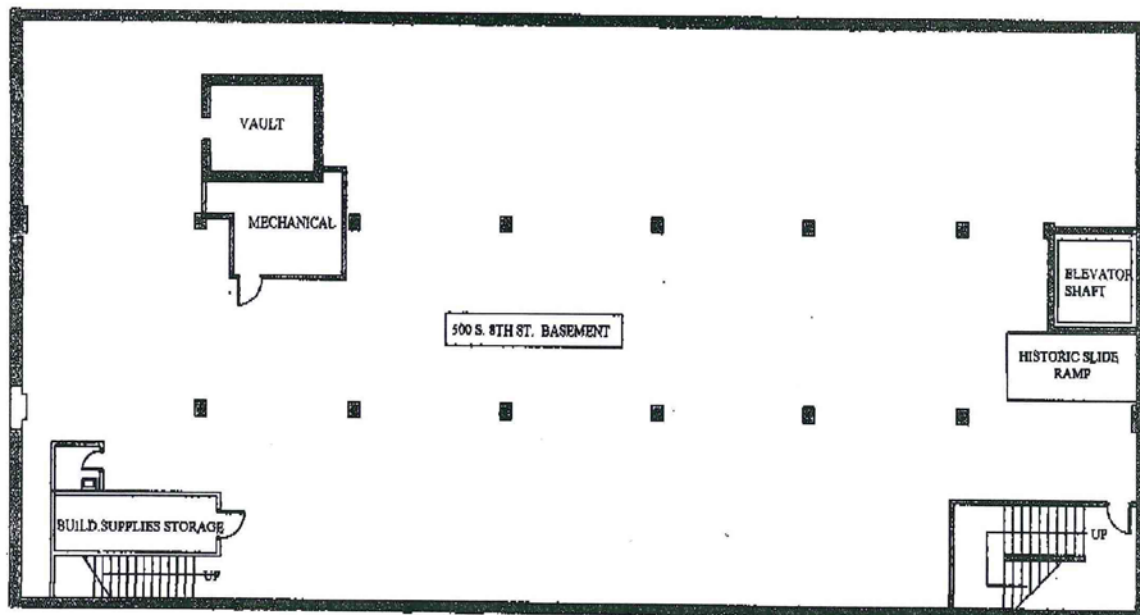
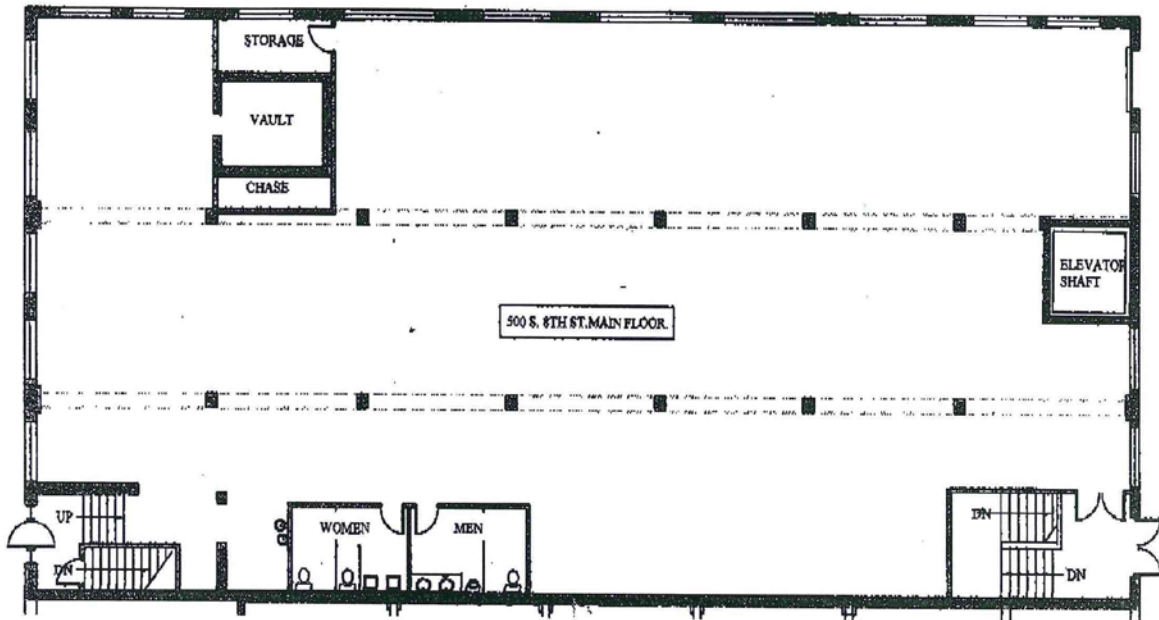


EXHIBIT B

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

None.



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AGENDA BILL

Agenda Subject: Resolution 1815 Approving Task Order 19-006 with Kittelson & Associates, Inc., for Professional Design Services on the 8 th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project		Date: March 13, 2023
Staff Contact: Zach Piepmeyer, P.E., Parking & Mobility Director	Attachments: 1. Resolution 1815 2. Task Order 19-006	
Action Requested: Adopt Resolution 1815 approving and authorizing the execution of Task Order 19-006 with Kittelson & Associates, Inc., for Professional Design Services on the 8 th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project		

Background

The 2018 ACHD Roadways to Bikeways Plan Update and the 2016 ACHD North Boise Bicycle and Pedestrian Plan identify the 8th Street corridor as a key north-south bike route connecting residential areas of the North End to a myriad of destinations in downtown Boise, as well as the Boise River Greenbelt and BSU. The City of Boise, CCDC and ACHD have each invested significant resources over several decades to achieve the multi-modal vision for this corridor. Most recently in 2020/2021, the Agency partnered with ACHD on a complete rebuild of 8th Street between Bannock Street and State Street, reallocating underutilized vehicle travel lanes to improved sidewalk and streetscape as well as low-stress bike facilities.

The Agency continues to advance the vision for the corridor with the 8th St. Streetscape and Bike Facility Improvements Project between State Street and Franklin Street in the Westside District. The project includes investment in public infrastructure to extend low-stress bike facilities as well as upgrade streetscapes, underground existing overhead utilities and improve transit facilities.

Improvements anticipated with this project include:

- Reallocation of one northbound automobile travel lane and one automobile parking lane to raised and separated northbound and southbound bike lanes.
- Improved 8th St. streetscapes adjacent to 800 W. State, 815 W. Washington and 622 N. 8th Street.
- Undergrounding of overhead electrical and telecommunication facilities located on the west side of 8th Street between State and Franklin.
- Improving existing fix-route transit facilities located adjacent to 622 N. 8th Street.
- Improving on-street ADA-accessible parking facilities adjacent 514 N. 8th Street.

While this project is funded entirely by the Agency, it is being performed in collaboration with an ACHD project to extend the low-stress bike facilities three additional blocks from Franklin Street to Union street. Together, the CCDC and ACHD projects will complete the vision for a low-stress bike route between downtown Boise and the North End.



Figure 1: CCDC and ACHD 8th Street Project Limits

Between 2021 and February 2023, CCDC and ACHD collaborated to complete a concept study spanning both projects. That study engaged residents, agency partners, businesses and property owners along 8th Street, and street users to understand the existing needs as well as desires for improvements along the corridor. CCDC and ACHD prepared three initial concepts for public outreach in January 2022 in anticipation of selection of a preferred alternative by the ACHD Commission in April 2022. The ACHD Commission twice deferred a decision on a preferred alternative for both projects and requested additional coordination with property owners, consideration of additional alternatives and additional public outreach. Following the additional concept work, the Commission formally identified a preferred alternative to be carried forward to final design and construction in November 2022 for the CCDC project and in February 2023 for the ACHD project. The Commission selected “Modified Concept A” for both the CCDC and ACHD projects, allowing for a consistent bike facility design from State to Union. The adopted concept includes most of the attributes of the original Concept A (identified as the preferred alternative by the City of Boise in March 2022) with a few site-specific modifications which were coordinated with adjacent property owners throughout summer and fall 2022.

Consultant Design Services

In May 2021, the Agency completed its RFQ process for a professional design team. A multi-agency evaluation panel reviewed proposals and selected Kittelson & Associates, Inc. as the Design Professional of Record. The Agency engaged Kittelson under Task Order 19-002 for topographic survey, initial concept design work, preliminary utility coordination and public and stakeholder outreach. Kittelson has completed the approved scope of work included with Task Order 19-002, which culminated in the ACHD Commission selection of a preferred alternative for final design and construction in November 2022.

Task Order 19-006 for Kittelson & Associates, Inc., provides the budget to complete preliminary and final design activities, additional stakeholder and public outreach, preparation of final bid documents, providing assistance during bidding and providing services during construction.

The Agency anticipates the design work associated with Task Order 19-006 will be completed in January 2024 with bidding in February 2024 and construction beginning in early spring 2024.

Additional project detail can be found in the attached Task Order 19-006.

Fiscal Notes

Task Order 19-006 approves the not-to-exceed amount of \$222,477 for all remaining costs associated with consultant design, assistance during bidding and services during construction on the Project. Resolution 1815 authorizes up to 10% contingency (\$22,000) for additional services, if necessary.

The FY2023 Agency budget has adequate funds to cover the anticipated design costs.

There are no anticipated interagency or cost share agreements with ACHD on this project.

Staff Recommendation

Adopt Resolution 1815 approving and authorizing the execution of Task Order 19-006 with Kittelson & Associates, Inc. for Professional Design Services on the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.

Suggested Motion:

I move to adopt Resolution 1815 approving and authorizing the execution of Task Order 19-006 with Kittelson & Associates, Inc., for Professional Design Services on the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.

RESOLUTION NO. 1815

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-006 WITH KITTELSON & ASSOCIATES, INC. FOR THE 8TH STREET STREETScape AND BIKE FACILITY IMPROVEMENTS, STATE STREET TO FRANKLIN STREET PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-006; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, in May 2021 the Agency used an RFQ process to select Kittelson & Associates, Inc., to provide public outreach, concept design alternatives, final design of preferred alternative and construction services (the "Professional Design Services") for the Agency's planned 8th Street Streetscape and Bike Facility Improvements, State Street to Franklin Street (the "Project"); and,

WHEREAS, on July 9, 2021, the Agency Executive Director executed Task Order 19-002 with Kittelson & Associates, Inc., in the amount of \$94,870, for the Professional Design Services on the Project; and,

WHEREAS, on July 11, 2022, the Agency Executive Director executed Amendment 1 to Task Order 19-002, in the amount of \$18,160, in order to extend the Project timeline and provide additional funds for additional concept development, analysis, and stakeholder outreach; and,

WHEREAS, Kittelson & Associates, Inc., worked steadily with the Agency, Ada County Highway District (ACHD), and community partners to identify and select the preferred concept alternative, which concluded in November 2022; and,

WHEREAS, Kittelson & Associates, Inc., has submitted a proposal to the Agency for final design services in the amount of \$222,477, including: final design, additional stakeholder and public outreach, design review, permitting approvals, construction documents, bidding support services, and services during construction of the Project; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Task Order 19-006 with Kittelson & Associates, Inc. for final design services for the Project 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 Task Order 19-006 between the Agency and Kittelson & Associates, Inc., which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-006 with Kittelson & Associates, Inc. for an amount not to exceed TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS (\$222,477); and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-006, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the professional design services as detailed in Task Order 19-006 plus up to an additional \$22,000 for contingencies if determined necessary in his best judgment.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary



KITTELSON & ASSOCIATES, INC.
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER 19-006

*CONSULTANT: Use the Project Name and **PO#230044** number on all project-related invoices.*

TO: John Ringert, Senior Principal Engineer
Kittelson & Associates, Inc. ("CONSULTANT")
101 South Capitol Boulevard, Suite 600
Boise, Idaho 83702
208-338-2683
jringert@kittelson.com

FROM: John Brunelle, Executive Director
Capital City Development Corporation ("CCDC")
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264
jbrunelle@ccdchoise.com

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services ("Agreement")
AGREEMENT DATE: July 2, 2019

TASK ORDER DATE: _____
TASK ORDER AMOUNT: \$222,477

1. **PROJECT NAME: 8th Street Streetscape and Bike Facility Improvements, State to Franklin – Final Design, Design Review, Construction Documents and Construction Administration Services**
2. **PROJECT DESCRIPTION**
CCDC has the need for professional design services to continue to lead a multi-discipline team, coordinated design process and help administer the 8th Street Streetscape and Bike Facility Improvements, State to Franklin Project, in coordination with partner agencies Ada County Highway District, City of Boise, and Valley Regional Transit. The completed first phase of the project involved developing and evaluating alternative concepts and public outreach that culminated in ACHD's selection of the preferred alternative in November

2022. CCDC now desires CONSULTANT to provide final design, design review, permitting approvals, construction documents and bidding support services for the project.

CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks, including landscape architecture and electrical engineering as detailed in Exhibit A.

3. SERVICES TO BE PERFORMED

CONSULTANT shall perform the services described in CONSULTANT's proposal dated February 6, 2023, attached as Exhibit A ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as a Notice to Proceed.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: Jensen Belts Associates and Musgrove Engineering.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT'S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.

- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order shall be an amount not to exceed **TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS (\$222,477)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon hourly rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of \$222,477.
- (c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of \$222,477 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.
- (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services with 95% Design Drawings submitted to ACHD no later than December 15, 2023. CONSULTANT will work in coordination with construction schedule with an anticipated completion by December 31, 2024.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task as described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION

In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Task Order, hereby certifies that it is not currently engaged in, or for the duration of this Task Order will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

9. 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 Task Order | *Signatures appear on the following page.*

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT

KITTELSON & ASSOCIATES, INC.

John Brunelle, Executive Director

John Ringert, Principal

Date: _____

Date: 3/8/23

EXHIBITS

A: Consultant's Proposal dated February 6, 2023

Budget Info / For Office Use	
Fund/District	303
Account	6250
Activity Code	21009
PO #	230044
Completion Date	December 2024

8TH STREET IMPROVEMENTS, STATE TO FRANKLIN - SCOPE OF WORK

The purpose of this project is to extend low-stress bike facilities, improve streetscapes, transit improvements and underground overhead electrical utilities on 8th Street from State Street to Franklin Street. The project is divided into three phases. The first phase involved developing and evaluating alternative concepts and public outreach, culminating in the selection of a preferred concept (Modified Concept A was selected by the ACHD Commission as the preferred alternative at its November 9, 2022 Commission Meeting). The second phase includes preparing a plans, specifications, and engineer's estimate (PS&E) package for the preferred concept, securing agency approvals from the City of Boise and ACHD and assisting CCDC with the construction bidding of the project. The third and final phase includes construction administration services. The Kittelson design team for this scope of work includes the following sub-consultants:

Jensen Belts Associates – Landscape and Streetscape Design
Musgrove Engineering – Electrical Design

Tasks shown below are for Kittelson efforts pertaining to the development of final construction, plans, specifications, and engineer's estimate for the preferred concept shown in Attachment A as well as assistance during bidding and services during construction. Both Jensen Belts Associates and Musgrove Engineering have efforts associated with each task. Please see Attachment B for their respective scopes and fee estimates.

All work will conform to the latest edition of the ISPWC and all City of Boise and ACHD Supplements.

TASK 1 – INFORMATION GATHERING (COMPLETED)

TASK 2 – CONCEPT DEVELOPMENT AND EVALUATION (COMPLETED)

TASK 3 – FINAL DESIGN PROJECT MANAGEMENT

This scope of work assumes a 9-month duration to complete Tasks 3 through 9. Project Management efforts for this duration are broken down into the following tasks.

Task 3.1 – Meetings

This task assumes bi-weekly, half-hour coordination meetings with CCDC (18 meetings), four one-hour coordination meetings with ACHD (in addition to design review meetings shown in other tasks), and six

one-hour meetings with property owners (assumes 6 owners, one meeting per owner). These meetings are assumed to be virtual and attended by two Kittelson Staff.

Task 3.2 – Project Coordination

This task includes two hours per week for efforts associated with general project management during Tasks 3 through 9 including invoicing, project schedule creation and management, subconsultant coordination, and various project communications outside of scheduled agency meetings.

Deliverables:

- Meeting Attendance, Agendas, and Notes (1/2 hour per meeting for agendas and notes)
- Invoices (assumes 1 hour per month)
- Project Schedule and Management (smartsheet)
- General Project Coordination (assumes 2 hour per week for emails, phone calls, etc. with CCDC, sub consultants, and agency staff)

TASK 4 – PRELIMINARY DESIGN & DESIGN REVIEW (60% DR)

Task 4.1 – Utility Coordination

In this task, the Kittelson team will follow up with adjacent property owners and all public and private utility providers to complete more extensive coordination and initiate all design and construction agreements with impacted utility providers. Kittelson will request utility maps to supplement the topographic survey information, as well as alert all public and franchise utility owners of the project.

Musgrove Engineering will be our primary liaison between Idaho Power* and the project team and will lead all coordination efforts with the adjacent property owners regarding their power and change-over needs associated with underground existing overhead utilities.

*Idaho Power has already contracted with CCDC to provide undergrounding design services for Idaho Power facilities. Separate agreements will be required for construction and may also be required for telecommunication providers which are co-located on overhead Idaho Power facilities.

Deliverables:

- Utility Maps
- Relevant Correspondence (emails, exhibits, etc.)

Task 4.2 – Preliminary Design and Design Review Set Development

The Kittelson team will prepare a detailed preliminary design of the preferred concept, which will include draft construction drawings, option of probable cost, and preparation of the Design Review

Package to the City of Boise. The drawings will be completed to a level sufficient for submittal for City of Boise Design Review (Approximately 60%). The Kittelson team will maintain close communication with CCDC, City, ACHD staff and adjacent property owners through this process to maintain agreement on design parameters and solutions to obstacles that arise throughout this process.

Kittelson to pay all City of Boise Design Review fees and submit as direct expense with invoices to CCDC.

Deliverables:

- Design Review (DR) Draft Construction Plans will be developed to show the situation and layout of the proposed design and high-level callouts only. Detailed construction annotations will not be included in the DR submittal.
 - Title Sheet (1)
 - General Notes and Legend (1)
 - Civil Detail Sheets (6)
 - Typical Sections
 - Civil Details*
 - Demolition Sheets (3)
 - Civil Plan and Profile Sheets (3)
 - Project control shown on Civil Plans
 - Grading Plan Sheets (3)*
 - RRFB Plan & Details Sheets (3)
 - Situation and layout for RRFB System Complete (1)
 - Pole details and wiring (2)*
 - Stormwater Plan Sheets (3)
 - Assumes Silva Cells and perpetuation of existing system
 - Hydraulic Technical Memo included with DR
 - Signing and Pavement Marking Sheets (3)
 - Includes sign inventory
 - Fiber Optic Plan Sheets (3)
 - Situation and Layout
 - Landscape General Notes (1)
 - Landscape Detail Sheets (2)
 - Landscape Plan Sheets (2)
 - Electrical General Notes (2)
 - Electrical Details (2)
 - Electrical Demolition Sheets (3)
 - Electrical Plan Sheets (3)
 - Electrical Photometric Plans (3)
 - Traffic Control Plan and Detail Sheets (4)*

** Placeholder Sheets Only for DR Submittal*

- Opinion of Probable Cost (Formatted to ISPWC Pay Items)
- Design Review Set Submittal to CCDC for Review/Comments Prior to City of Boise and ACHD submittals
- Design Review Set Submitted to CCDC, City of Boise, ACHD, and Utility Companies

- City of Boise Design Review submittal application, checklists and other required supporting documentation

Task 4.3 – Design Review Plan-In-Hand Site Review

The Kittelson team will prepare for, coordinate, schedule, and attend a two-hour on-site plan-in-hand walkthrough of the project limits with CCDC, City of Boise, and ACHD staff. A summary will be prepared and distributed following the meeting.

Task 4.4 – Preliminary Design Review Meeting

Kittelson will consolidate all comments received via comment response matrix (spreadsheet) and will coordinate, schedule, prepare for and attend one design review meeting with ACHD, the City of Boise, VRT and affected Utility providers. Review meeting is assumed to be a duration of two hours and attended by two Kittelson Staff. A summary will be prepared and distributed following the meeting.

Deliverables:

- Design Review Comment Response Matrix
- Meeting Agenda and Summary

TASK 5 – FINAL DESIGN (95% DESIGN, DRAFT CONSTRUCTION DOCUMENTS)

Following Design Review approval, the Kittelson team will prepare a draft final plans, specifications, and engineer's estimate (PS&E) package suitable for submittal to ACHD for review. The plans will incorporate feedback received on the preliminary design. The team will continue to coordinate with ACHD, VRT, City staff, utility providers, and adjacent property owners, as necessary, through this process. Kittelson will also support CCDC and the City of Boise for public outreach efforts during this task.

Task 5.1 Stakeholder Outreach

Kittelson will support CCDC and the City of Boise with adjacent property owner outreach efforts and one public informational meeting by providing the following:

- Displays, graphics, roll-plots, and exhibits depicting the project design
- PowerPoint slides summarizing outreach efforts and project summary for public meeting
- Two Kittelson staff to prepare for and attend one, one-hour public open-house meeting near the project site
- Prepare for and present public outreach summary to ACHD Commission
- *Prepare for and attend 6 property owner meetings – accounted for in Task 3.1*

Task 5.2 95% Construction Documents

Kittelson will address comments based on the outcomes of Task 4 and advance the construction documents to 95% level of completeness.

Deliverables:

- All Construction Plans Listed in Task 4.1 Will Be Brought to 95% Level of Completeness.
 - All sheets listed as “placeholders” will be brought to 95% Design
- Draft Special Provisions
- Revised Opinion of Probable Construction Cost
- Completed Design Review Comment Response Matrix
- Design Summary memo outlining changes to design from approved concept
- 95% CD Set Submitted to CCDC for Review/Comments Prior to City of Boise and ACHD Submittals
- 95% CD Set to CCDC, ACHD, City of Boise, and Utility Companies

Task 5.3 95% Design Review Meeting

Kittelson will consolidate all comments received via comment response matrix (spreadsheet) and will coordinate, schedule, prepare for and attend one design review meeting with ACHD and the City of Boise. The meeting is assumed to be a duration of two hours and attended by two Kittelson staff. A summary will be prepared and distributed following the meeting.

Deliverables:

- 95% Comment Response Matrix
- Meeting Agendas and Summaries

TASK 6 – ACHD DEVELOPMENT SERVICES SUBMITTAL AND APPROVAL

The Kittelson team will address comments received on the 95% Design submittal and coordinate with ACHD Development Services staff as necessary to obtain approvals. The Kittelson team will assist CCDC with updates to the ACHD Commission. This is expected to include a work session with the ACHD Commission as part of ACHD’s design review and approval.

Deliverables:

- Completed 95% Comment Response Matrix, Pertinent to ACHD comments.
- Exhibits/Markups depicting any comments that require design changes or further coordination
- Prepare for and attend one, one-hour, meeting with ACHD Development Services Staff (two Kittelson staff in attendance)

- Prepare for and attend one, two hour, ACHD commission work session meeting (two Kittelson Staff in attendance)
- Full ACHD Development Services submittal including all application materials and supporting documentation.

TASK 7 – 100 FINAL CONSTRUCTION DOCUMENTS

Following approval by ACHD, the Kittelson team will refine the design and submit final sealed construction plans to CCDC for bidding. Kittelson will also prepare and submit the City of Boise's Grading and Drainage Permit for approval.

Deliverables:

- Final, Signed and Sealed Construction Package (stamped and sealed by a Professional Engineer registered in the State of Idaho)
- City of Boise Grading and Drainage Permit

TASK 8 – BIDDING ASSISTANCE

The Kittelson team will support CCDC in the construction bidding process by responding to questions from prospective bidders, preparing bid addenda and participating in a Pre-Bid meeting. The team will also attend a pre-bid meeting and assist CCDC in reviewing bids and selecting a responsive bidder. A summary will be prepared and distributed following the meeting.

Task budget is limited and assumes bidding assistance will be minor. Hours will be tracked and if budget is exceeded, a supplemental agreement will be required.

Deliverables:

- Responding to RFI's and general questions as necessary to support bidding
- Preparing Addendums as necessary to support bidding
- Pre-bid meeting summary

TASK 9 – CONSTRUCTION ADMINISTRATION

The Kittelson team will provide support to CCDC during construction, including (but not limited to):

- Conducting a pre-construction conference with contractor, sub-contractors, utilities, ACHD, and City of Boise (1 meeting)
- Responding to RFIs
 - Budget assumes 20 RFIs at an average of 2 hours per RFI

- Regular on-site observation of construction progress, contractor performance and adherence to design, temporary traffic control requirements and erosion & sediment control requirements. (16, 1 hour site visits)
- Preparation of Change Orders
 - Budget assumes 5 change order requests at 2 hours per request
- Facilitating and responding to material and product submittals, ASIs, substitution requests, and shop drawings.
 - Budget assumes 10 such submittals at 2 hours per submittal
- Documenting all site visits and communications with the contractor
- Conducting walk-through and preparing a 'punch list' of items to be corrected and/or completed by contractor (two, 2-hour site visits)
- Coordinating as-built and record drawings with the contractor

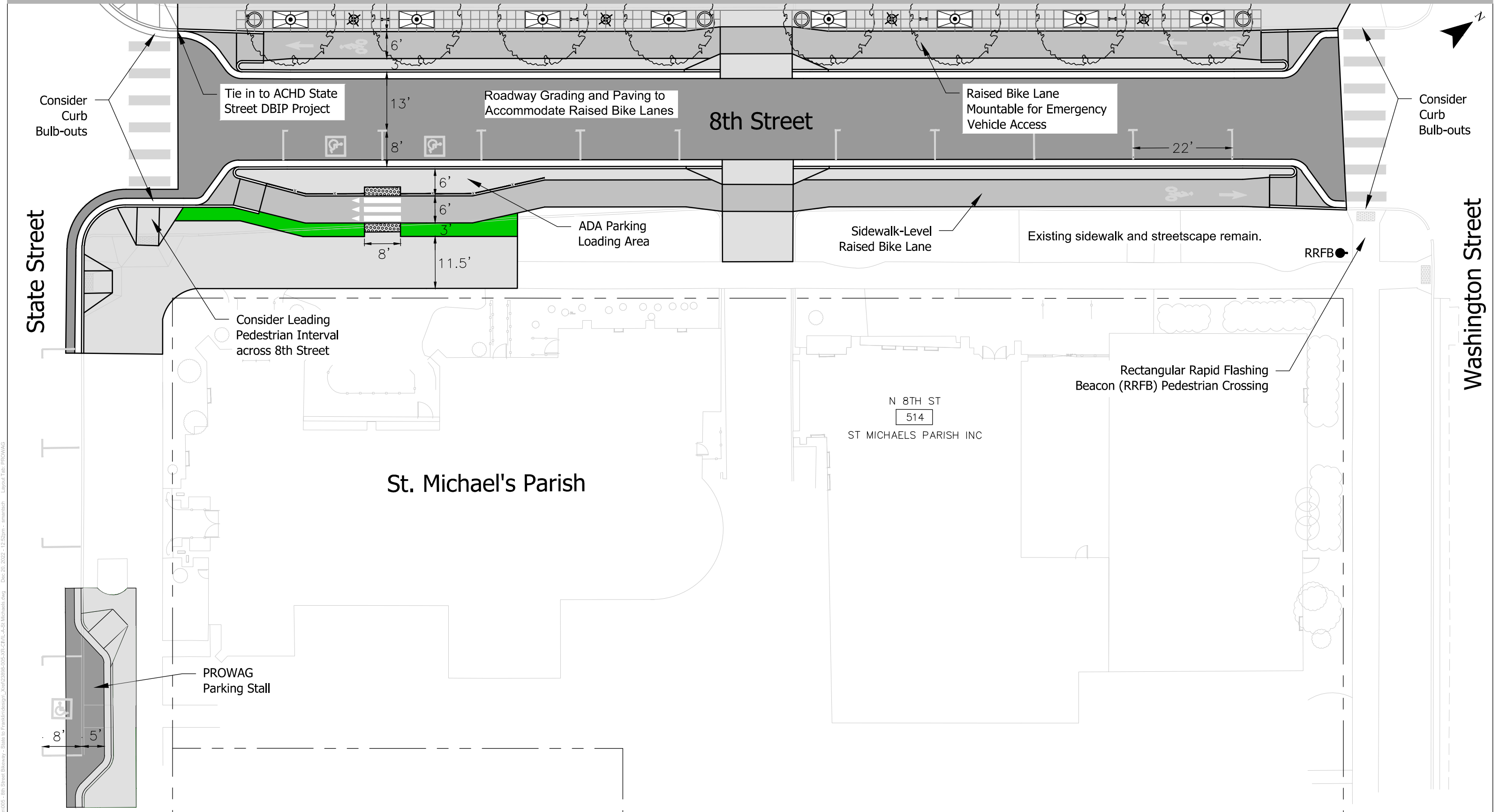
Task budget assumes construction support will be minor. Hours will be tracked and if budget is exceeded, a supplemental agreement will be required.

Attachment A

Preferred Concept for Final Design

Concept A - State Street to Washington Street

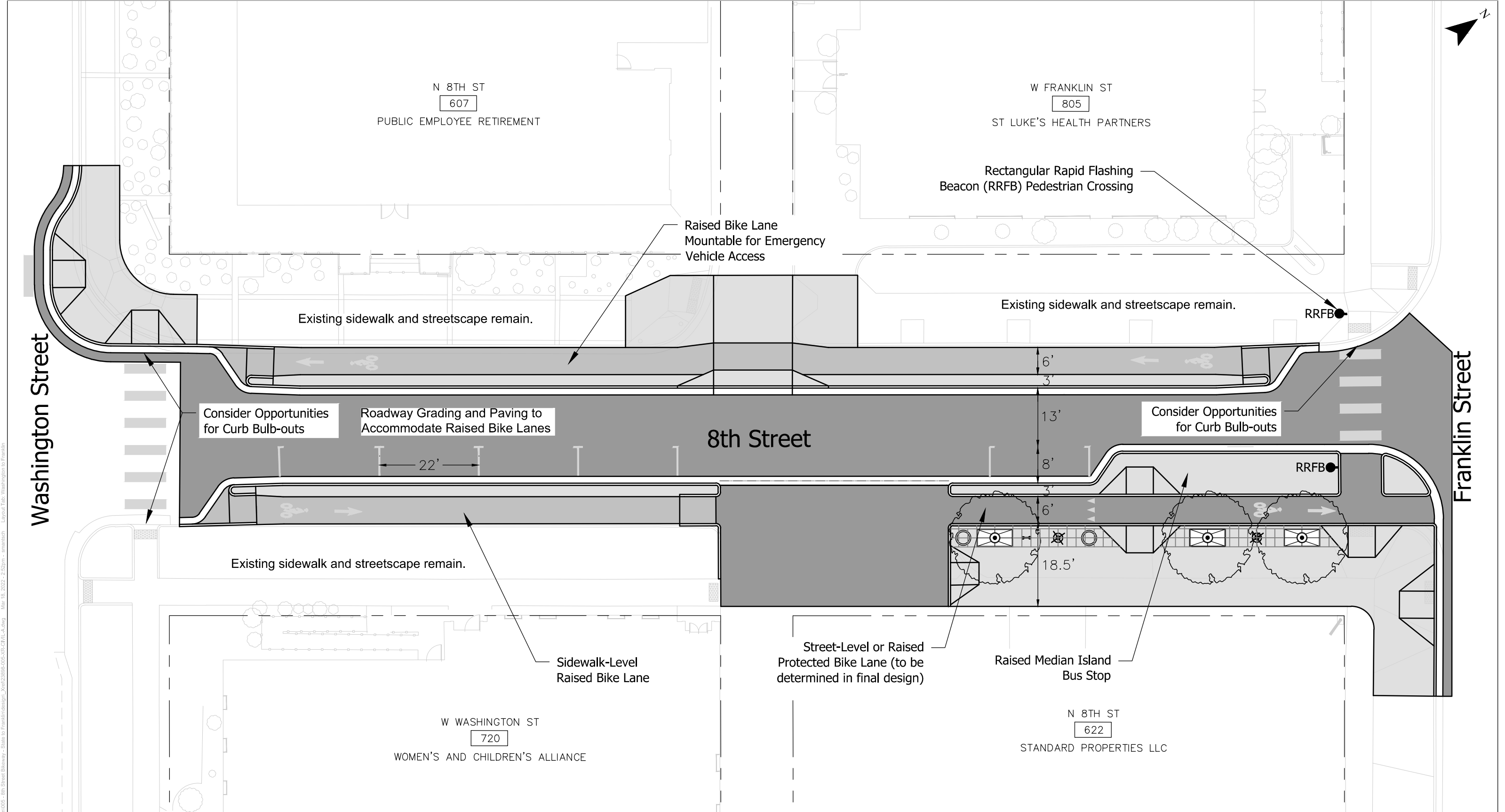
Concept Design
Date: December 2022



H:\2022\888 - CDDC 2019 On-Call Design\005 - 8th Street Bikeway - State to Franklin\design_Xcel\2022\888-005-XFC-CVIL-4-St Michaels.dwg Dec 20, 2022 - 12:52pm - smartech Layout Tab: PROWAG

Concept A - Washington Street to Franklin Street

Concept Design
Date: March 2022



Attachment B

Consultant Hours and Budget

Project Budget Form

Project Name: 8th Street Bikeway
Project Manager: JER
KAI Project Number: 23898.006
Date: February 2023

LABOR ESTIMATE - 8th Street Bikeway

Task	Notes	Staff	QC	PM	PE	EIT	CAD			WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
3	Final Design Project Mgmt										
	3.1 Meetings	2 Staff at all meetings		28		28				56	\$10,360
	3.2 Project Coordination			36						36	\$8,100
	Reimbursable Expense										\$0
	Task #3 - Subtotal		0	64	0	28	0	0	0	92	\$18,460
4	Prelim Des / Des Review										
	4.1 Utility Coordination				8	4				12	\$2,380
	4.2 Plans Production									0	\$0
	Title Sheet				1		2			3	\$545
	General Notes & Legend		1		2		4			7	\$1,315
	Civil Details		1		2	8	4			15	\$2,475
	Demo Sheets		2		4	20	4			30	\$4,890
	Civil Plan and Profile Sheets		4		6	20	4			34	\$5,790
	Grading Sheets	Hours shown for 3D Modeling	1		6		32			39	\$6,695
	RRFB Sheets		2		2	8				12	\$2,060
	Stormwater Sheets		1		4		16			21	\$3,685
	Signing and Pavement Marking Sheets		1		2		24			27	\$4,515
	Fiber Optic Sheets		1		2	10				13	\$2,125
	Traffic Control Plans	Set Up Sheets Only					2			2	\$320
	Opinion of Probable Cost		2		2	12				16	\$2,640
	Design Review Set Submittal to CDC				1					1	\$225
	Address CDC Comments				4	12				16	\$2,640
	Design Review Application, Checklists, Docs				2					2	\$450
	4.3 Plan in Hand				2	2				4	\$740
	4.4 Design Review Meeting									0	\$0
	Comment Response Matrix				1	2				3	\$515
	Review Meeting				2	2				4	\$740
	Reimbursable Expense										\$231
	Task #4 - Subtotal		16	0	53	100	92	0	0	261	\$44,976
5	Final Design (95% Plans)										
	5.1 Public Involvement Support									0	\$0
	Displays, Graphics, Exhibits				2	6				8	\$1,320
	PPT Summary				2	2				4	\$740
	Public Informational Meeting				1	1				2	\$370
	Prep and Present to ACHD Commission				2	2				4	\$740
	5.2 95% Plans Production									0	\$0
	Title Sheet				1	1				2	\$370
	General Notes & Legend				1					2	\$370
	Civil Details				6	24				30	\$4,830
	Demo Sheets				4	32				36	\$5,540
	Civil Plan and Profile Sheets		2		8	40				50	\$8,050
	Grading Sheets				12		80			92	\$15,500
	RRFB Sheets		2		4	16				22	\$3,670
	Stormwater Sheets				4		28			32	\$5,380
	Signing and Pavement Marking Sheets		2		2	20	4			28	\$4,440
	Fiber Optic Sheets				4		4			8	\$1,540
	Traffic Control Plans		2		6		60			68	\$11,400
	Opinion of Probable Cost		1		4	8				13	\$2,285
	Design Review Set Submittal to CDC				1					1	\$225
	Address CDC Comments				4	6				10	\$1,770
	Design Submittal to Agency Partners & Utilities				1					1	\$225
	Opinion of Probable Cost		1		2	4				7	\$1,255
	Complete 75% CMR		1		1	2				4	\$740
	Draft Special Provisions		2		10					12	\$2,700
	5.3 95% Design Review Meeting									0	\$0
	95% Comment Response Matrix				1	2				3	\$515
	Review Meeting				2	2				4	\$740
	Reimbursable Expense										\$0
	Task #5 - Subtotal		13	0	85	169	176	0	0	443	\$74,715
6	ACHD Development Services										
	Complete 95% CMR				1	2				3	\$515
	Exhibits/Markups for further coordination				4					4	\$900
	ACHD Dev Services Meeting	1 hr mtg, 1 hr prep			2	1				3	\$595
	ACHD Commission Work Session	1 hr mtg, 1 hr prep			2	1				3	\$595
	Develop ACHD Dev Services Application				6					6	\$1,350
	Reimbursable Expense										\$0
	Task #6 - Subtotal		0	0	15	4	0	0	0	19	\$3,955
7	100% CDs										
	100% Plans, Specs, Est		4		24	40	8			76	\$13,380
	City of Boise Grading and Drainage Permit									0	\$0
	Reimbursable Expense										\$500
	Task #7 - Subtotal		4	0	24	40	8	0	0	76	\$13,880
8	Bidding Assistance										
	Bidding Assistance				8					8	\$1,800
	Reimbursable Expense										\$0
	Task #8 - Subtotal		0	0	8	0	0	0	0	8	\$1,800
9	Construction Admin										
	Precon Meetings				2					2	\$450
	RFT's				40	16				56	\$11,320
	Site Visits				16					16	\$3,600
	Change Orders				10					10	\$2,250
	Material Submittals & Shop Drawings				20					20	\$4,500
	Punch List Walk through				4					4	\$900
	Record Drawings				4	12				16	\$2,640
	Reimbursable Expense										\$0
	Task #9 - Subtotal		0	0	96	28	0	0	0	124	\$25,660
10	Jensen Belts Fees										
	See Jensen Belts Fee Breakdown									0	\$19,900
	Reimbursable Expense										\$0
	Subconsultant Task #10 - Subtotal		0	0	0	0	0	0	0	0	\$19,900
11	Musgrove										
	See Musgrove Fee Breakdown									0	\$18,400
	Reimbursable Expense										\$0
	Subconsultant Task #11 - Subtotal		0	0	0	0	0	0	0	0	\$18,400
	TOTAL HOURS		33	64	281	369	276	0	0	TOTAL HOURS	
	LABOR RATE		\$225.00	\$225.00	\$225.00	\$145.00	\$160.00			TOTAL LABOR	\$182,715
	LABOR COST										

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
\$731

TOTAL KAI FEES
\$183,446

TOTAL SUB FEES
\$38,300

TOTAL PROJECT BUDGET
\$222,477

January 16, 2023

Kittelson & Associates, Inc.
Attn: Evan Reed
101 S. Capitol Blvd, Ste 600
Boise, ID 83702



RE: **CCDC 8th Street – State to Franklin Streetscapes – TASK 3-9**
Proposal for Design Services

Dear Evan:

I am pleased to respond with this proposal for the landscape architectural services for the CCDC 8th Street – State to Franklin Streetscapes – TASK 3-9. This proposal is based upon the Kittelson Scope of Services emailed to JBA on 1/13/23.

The work generally will consist of providing design services for the streetscape/landscape component on 8th Street from State Street to Franklin.

Through the process, JBA will coordinate with the civil engineer and CCDC to provide design input to the design team for other site work such as the low stress bike facility design, lighting, site drainage systems, and utilities, as necessary, however final design of those elements will be by others. CAD base information will be provided by the engineer. All work will be in compliance with the city and/or governing agencies streetscape/landscape requirements.

Progress streetscape/landscape plan will be provided for design team review and comment prior to the stamped and approved issue.

WORK SCOPE (Refer to attached Hourly Estimate Spreadsheet for fee breakdown)

Task 0: PROJECT MANAGEMENT (FOR TASK 1-2 ONLY)Complete
Task 1: INFORMATION GATHERINGComplete
Task 2: CONCEPT DEVELOPMENT AND EVALUATIONComplete

WORK SCOPE (cont.)

Task 3: FINAL DESIGN PROJECT MANAGEMENT\$ 4,070.00

- *Task 3.1 – Meetings & General Project Coordination*
 - Bi-Weekly, 30 min coordination meetings with design team, CCDC, and related agencies as needed. (15 meetings total)
 - General Project Coordination. 1 hr per week during design phases.

Task 4: PRELIMINARY DESIGN & DESIGN REVIEW (60% DR)\$ 4,380.00

- *Task 4.1 – Utility Coordination*
 - Coordinate utility maps with proposed streetscape design. Identify irrigation source and service for streetscape trees.
- *Task 4.2 – Preliminary Design and DR Set Development*
 - Prepare Streetscape/Landscape Plans to a level sufficient for submittal for City of Boise Design Review. Including draft specification and assistance with detailed construction cost estimate.
 - Draft Construction/DR Plans
 - Streetscape/Landscape Notes (1)
 - Streetscape/Landscape Details (2)
 - Streetscape/Landscape Plans (2)
- *Task 4.3 – Design Review Plan-in-Hand Site Review*
 - Attend and participate in coordination meeting.
- *Task 4.4 – Design Review Meeting*
 - Attend and participate in one design review meeting with ACHD and City of Boise.

Task 5: FINAL DESIGN (95% DESIGN, DRAFT CONSTRUCTION DOCUMENTS)\$ 5,510.00

- *Task 5.1 – 95% Construction Documents*
 - All Task 4.1 deliverables brought to 95% level of completeness
- *Task 5.2 – 95% Design Review Meeting*
 - Attend and participate in one design review meeting with ACHD and City of Boise.

Task 6: ACHD DEVELOPMENT SERVICES SUBMITTAL AND APPROVAL\$ 660.00

- *Task 6.1 – 95% Construction Documents Submittal & Approval*
 - Assist in submittal, work sessions, public hearings, as requested.
 - Address comments received from ACHD review

Task 7: 100% PLANS (FINAL CONSTRUCTION DOCUMENTS)\$ 1,760.00

- *Task 7.1 – 100% Final Construction Documents*
 - Refine design and submit final sealed construction plans to for CCDC bidding.
 - Assist in submittal for City of Boise Grading and Drainage Permit for approval.

Task 8: BIDDING ASSISTANCE\$ 660.00

- *Task 8.1 – Bidding Assistance*
 - Respond to RFI's and general questions, as necessary, to support bidding.
 - Assist in plan addendums, as necessary to support bidding.

Task 9: CONSTRUCTION ADMINISTRATION\$ 2,860.00

- *Task 9.1 – Construction Administration*
 - Attend a pre-construction conference with contractor, sub-contractors, utilities, ACHD, and City of Boise
 - Responding to RFIs
 - Regular on-site observation of construction progress, contractor performance and adherence to design requirements.
 - Rendering any interpretation or clarification necessary for the proper execution or progress of construction
 - Attend final walk-through and preparing a 'punch list' of items to be corrected and/or completed by contractor
 - Providing final completion observation and certification
 - Provide as-built and record drawings

FEE PROPOSAL

In consideration of the above services, I propose an hourly, not-to exceed fee of \$19,900.00 including miscellaneous expenses. Our deliverable will be a full-size PDF (e-mailed to owner and consultants) or hard copy, if requested. Other services beyond this scope of work can be added as additional services at an hourly rate based on the Schedule of Charges below. Additional plan sets, later design revisions resulting from changes to the approved plans, or an increase in scope will be considered as extra services.

SCHEDULE OF CHARGES **2023**

Staff

Principal	118.00
Sr. Landscape Architect	110.00
Landscape Architect	102.00
L.A. CADD	55.00

Expenses

Copies	.10 each
Plots	5.00 small, 6.00 large
Out of house printing	At Cost
Travel, telephone, postage	At Cost

KEY PERSONNEL

Kim Siegenthaler, Principal-in-Charge/Project Manager

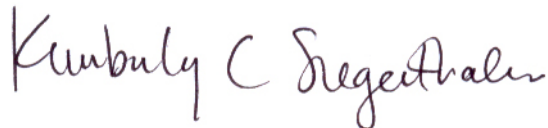
Kim will perform the administrative function including all program, policy, and contractual issues. She will participate in all design phases, oversee design and documentation, and be responsible for the coordination and monitoring of all aspects of the final design.

CONTACT

Kim Siegenthaler
Jensen Belts Associates
1509 S. Tyrell Lane, Ste 130
Boise, ID 83706
Phone: 343-7175 ex. 2
E-mail: kim@jensenbelts.com

We greatly appreciate the opportunity to assist you on this project and are pleased to address any proposal clarifications. Should this proposal meet your expectation, please sign and return a copy.

Yours truly,
JENSEN-BELTS ASSOCIATES, PLLC



Kimberly Siegenthaler
Principal

Signature/Date

8th Street - State to Franklin Streetscape Tasks 3-9 Hourly Estimate

For: Kittelson & Associates, Inc.

Date: 1/16/23

By: KCS

	HOURLY RATE	ESTIMATE OF TIME	TOTAL COST
TASK 3 - FINAL DESIGN PROJECT MANAGEMENT			\$4,070.00
<i>Task 3.1 - Bi-weekly & General Project Coordination</i>			
Bi-weekly Meetings (.5 hr per week -15 weeks)	\$110.00	7	\$770.00
General Project Coordination (1 hr per week -30 weeks)	\$110.00	30	\$3,300.00
		37	
TASK 4 - PRELIMINARY DESIGN & DESIGN REVIEW (60% DR)			\$4,380.00
<i>Task 4.1 - Utility Coordination</i>			
Streetscape/Landscape Coordination	\$110.00	2	\$220.00
<i>Task 4.2 - Preliminary Design and DR Set Development</i>			
Senior Landscape Architect	\$110.00	14	\$1,540.00
Landscape Architect CAD	\$80.00	30	\$2,400.00
<i>Task 4.3 - Design Review Plan-in-Hand Site Review</i>			
Attend Meeting, as requested	\$110.00	1	\$110.00
<i>Task 4.3 - Design Review Meeting</i>			
Attend Meeting, as requested	\$110.00	1	\$110.00
		48	
TASK 5 - FINAL DESIGN (95% DESIGN, DRAFT CONSTRUCTION DOCUMENTS)			\$5,510.00
<i>Task 5.1 - 95% Construction Documents</i>			
Senior Landscape Architect	\$110.00	20	\$2,200.00
Landscape Architect CAD	\$80.00	40	\$3,200.00
<i>Task 5.2 - 95% Design Review Meeting</i>			
Attend Meeting, as requested	\$110.00	1	\$110.00
		61	
TASK 6 - ACHD DEVELOPMENT SERVICES SUBMITTAL AND APPROVAL			\$660.00
<i>Task 6.1 - 95% Construction Documents Submittal & Approval</i>			
Assist submittal and address comments	\$110.00	6	\$660.00
		6	
TASK 7 - 100% PLANS (FINAL CONSTRUCTION DOCUMENTS)			\$1,760.00
<i>Task 7.1 - 100% Final Construction Documents</i>			
Refine design & submit final seal CD documents	\$110.00	16	\$1,760.00
		16	
TASK 8 - BIDDING ASSISTANCE			\$660.00
<i>Task 8.1 - Bidding Assistance</i>			
Respond to RFI's and general questions, assist in addendums	\$110.00	6	\$660.00
		6	
TASK 9 - CONSTRUCTION ADMINISTRATION			\$2,860.00
<i>Task 9.1 - Construction Administration</i>			
Attend Pre-construction Meetings	\$110.00	2	\$220.00
RFI's and Submittals	\$110.00	8	\$880.00
Construction Observation Meetings	\$110.00	8	\$880.00
Final Completion Walk-through, Punch List, and Certification	\$110.00	4	\$440.00
As-Built/Record Drawings	\$110.00	4	\$440.00
		26	
Tasks 3-9: JBA Hours		200	
TOTAL JBA FEE (TASKS 3-9)			\$19,900.00



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

BOISE OFFICE:
234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:
645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

February 3, 2023

Kittelson & Associates
101 S. Capitol Blvd, Suite 600
Boise, ID 83702

ATTENTION: Evan Reed

RE: Engineering Fee Proposal - REVISED
Project – CCDC 8th Street Streetscapes, State to Franklin – Tasks 3-9

Dear Evan:

We appreciate the opportunity to continue to be a part of your design team on the above referenced project. Based on our understanding of the project, we propose the following fees for our services:

Electrical:

Task 3 – Final Design Project Management:

Hourly, with a not-to-exceed amount of..... \$1,000.00

Task 4 – Preliminary Design & Design Review (60% Documents):

Hourly, with a not-to-exceed amount of..... \$7,800.00

Task 5 – Final Design (95% Documents):

Hourly, with a not-to-exceed amount of..... \$4,500.00

Task 6 – ACHD Development Services Submittal and Approval

Hourly, with a not-to-exceed amount of..... \$ 300.00

Task 7 – Final Construction Documents (100% Documents):

Hourly, with a not-to-exceed amount of..... \$1,200.00

Task 8 – Bidding Assistance:

Hourly, with a not-to-exceed amount of..... \$ 600.00

Task 9 – Construction Administration:

Hourly, with a not-to-exceed amount of..... \$ 3,000.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Task 3 – Final Design Project Management (Est. 7-Hours):

- Internal project setup and monthly invoicing.

Task 4 – 60% Documents (Est. 60-Hours):

- Drawing setup
- Site coordination.
- Preliminary lighting and equipment layout
- Electrical calculations
- Preliminary electrical specifications

Task 5 – 95% Documents (Est. 60-Hours):

- Finalize lighting and equipment layouts.
- Finalize lighting and equipment schedules.

- Finalize electrical calculations.
- Finalize electrical specifications.

Task 6 - ACHD Development Services Submittal and Approval (Est. 2-Hours):

- Prepare electrical submittal package.

Task 7 – 100% Documents (Est. 4-Hours):

- Internal QC Review
- Incorporate Owner/Agency review comments.

Task 8 – Bidding Assistance (Est. 8-Hours):

- Respond to contractor questions.
- Review equipment and lighting submittals for prior approval.

Task 8 – Construction Administration (Est. 20-Hours):

- Attend project OAC meetings when requested.
- Interpretation and clarification of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

Estimated Drawing Count: 10 Sheets

Services provided on an hourly basis shall be at the following hourly rates for 2022.
Services provided beyond 2022 shall be at the rates in effect at the time of service.

Principal	\$170.00/hour
Commissioning Agent	\$150.00/hour
Energy Modeling	\$150.00/hour
Senior Project Engineer	\$150.00/hour
Project Manager	\$130.00/hour
Project Engineer	\$100.00/hour
Senior Project Designer	\$100.00/hour
Project Designer	\$ 90.00/hour
CADD Operator	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Evan. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP
KL/eby



www.musgrovepa.com

OVER 40 YEARS OF
EXCELLENCE

Project: CCDC 8th Street Streetscapes, State to Franklin – Tasks 3-9

Client: Kittelson & Associates

Approved this _____ day of _____, 2022.

By _____
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



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OVER 40 YEARS OF
EXCELLENCE

23898.006 - CCDC_8th Street Final Design



Task Name	Duration	Start	Finish	Predecessors	Assigned To	% Complete	Status
1 Notice to Proceed	0	03/20/23	03/20/23				
2 Task 3: Final Design Project Management	190d	03/27/23	12/27/23	1FS +5d			
3 Project Kickoff with Agencies	0	04/03/23	04/03/23	1FS +10d			
4 <input checked="" type="checkbox"/> Task 4: Design Review	70d	04/03/23	07/12/23	1			
5 4.1 Utility Coordination	20d	04/03/23	04/28/23	1FS +10d			
6 <input checked="" type="checkbox"/> 4.2 Preliminary Design and DR Set Development	60d	04/03/23	06/26/23	3			
7 Design Development	40d	04/03/23	05/26/23				
8 Profile & 3D Design	40d	04/03/23	05/26/23				
9 Plans Production	40d	04/03/23	05/26/23				
10 Compile Package for DR	5d	05/30/23	06/05/23	9			
11 Submit DR	0	06/05/23	06/05/23	10			
12 DR Review by CCDC & City of Boise	15d	06/06/23	06/26/23	11			
13 4.3 Design Review Plan in Hand	0	07/05/23	07/05/23	12FS +5d			
14 4.4 DR Review Meeting	0	07/12/23	07/12/23	13FS +5d			
15 <input checked="" type="checkbox"/> Task 5: 95% Draft PS&E	75d	07/13/23	10/26/23				
16 5.1 Stakeholder Outreach	45d	07/13/23	09/14/23	14			
17 <input checked="" type="checkbox"/> 5.2 95% Construction Docs	70d	07/13/23	10/19/23	14			
18 3D Modeling	45d	07/13/23	09/14/23				
19 Design and Plans Production	45d	07/13/23	09/14/23				
20 Special Provisions	10d	09/15/23	09/28/23	19			
21 Engineering OPC	10d	09/15/23	09/28/23	19			
22 95% Submittal	0	09/28/23	09/28/23	21			
23 Agency Review Time	15d	09/29/23	10/19/23	22			
24 5.3 95% Design Review Meeting	0	10/26/23	10/26/23	23FS +5d			
25 <input checked="" type="checkbox"/> Task 6: ACHD Development Services Submittal & Approval	25d	10/27/23	12/04/23				
26 99% Plans, Specs, CMR	15d	10/27/23	11/16/23	24			
27 Commission Meeting/Work Session	0	11/16/23	11/16/23	26			
28 Last Edits to Development Services Submittal Post Works Session	10d	11/17/23	12/04/23	27			
29 Development Services Submittal	0	12/04/23	12/04/23	28			
30 <input checked="" type="checkbox"/> Task 7: 100% Construction Docs	15d	12/05/23	12/27/23				
31 100% Signed and Sealed Plans, Specs	15d	12/05/23	12/27/23	29			
32 City of Boise Grading and Drainage Permit	15d	12/05/23	12/27/23	29			
33 100% Submittal	0	12/27/23	12/27/23	32			
34 <input checked="" type="checkbox"/> Task 8: Bid Support	30d	01/12/24	02/22/24				
35 Bid Support	30d	01/12/24	02/22/24	31FS +10d			
36 Bid Award	0	02/22/24	02/22/24	35			
37 <input checked="" type="checkbox"/> Task 9: Construction	125d	02/23/24	08/15/24				
38 Contracting/Permitting	20d	02/23/24	03/21/24	36			
39 Construction NTP	0	03/28/24	03/28/24	38FS +5d			
40 Construction	100d	03/29/24	08/15/24	39			



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AGENDA BILL

Agenda Subject: Designation: 1011 W. Grove St., Marriot AC/Element Hotel. Type 4 Capital Improvement Project Coordination with Pennbridge Lodging		Date: March 13, 2023
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Site Map 2) Renderings 3) Public Improvement Plans	
Action: Designate the Marriott AC/Element Hotel as eligible for Capital Improvement Project Coordination Participation and direct staff to negotiate a Type 4 Agreement with Pennbridge BL19, LLC for future board approval.		

Background:

The Marriott AC/Element Hotel is a planned 15-story dual-branded hotel with 296 rooms and ground floor office space. The project replaces a half city block of surface parking in the River-Myrtle / Old Boise District (RMOB) and is bounded by 10th, Grove, and 11th Streets.

The project developer is Pennbridge Lodging, a hotel developer and manager with offices in the Treasure Valley and Utah. They build and manage a portfolio of hotels across the mountain west, including here in Boise.

In 2017, the Greater Boise Auditorium District (GBAD) in partnership with CCDC developed Boise Centre East which nearly doubled available convention space. One of the positive economic impacts is demand for more hotel rooms to accommodate larger events. In 2018, Pennbridge Lodging with Agency assistance, successfully completed the 410 S. Capitol Blvd. Marriot Residence Inn. The Renegade Hotel, Avery Building Boutique Hotel, and The Sparrow are other Agency partnerships under way that too will meet the need for hotel rooms, dining, and overall downtown visitor experience.

The Marriott AC/Element Hotel's estimated total development cost is \$120 million. When complete, it will be the largest hotel in the City of Boise by room count, the second largest in the Treasure Valley, and the third largest in the State of Idaho. The first floor will consist of a lobby area, guest parking, and approximately 3,000 square feet of office leased separate from hotel operations. 252 structured parking stalls comprise floors two through four with hotel rooms and amenities on the upper 11 floors. Notable amenities include two banquet halls and a rooftop bar to support additional events.

Construction is planned to begin summer 2023 and complete in May 2025. Construction coincides with active street improvement construction projects—Linen Blocks on Grove Street and Rebuild 11th Street Blocks. These Agency-led capital projects are enhancing Grove and 11th Streets as a multi-modal corridors with raised protected bike lanes, upgraded streetscapes, roadway reconstruction, and added placemaking and public space elements.

Type 4 Capital Project Coordination:

Pennbridge Lodging submitted application for the Type 4 Capital Improvement Project Coordination program which will allow CCDC to subcontract with Pennbridge Lodging to construct planned public improvements adjacent to the Marriott AC/Element Hotel. This partnership creates construction efficiencies for both projects. The scope of work to be built by Pennbridge includes constructing sidewalks and installing landscaping. CCDC will continue constructing utilities, bike lanes, road lanes, and furnishings zones.

Type 4 projects are eligible for reimbursement of up to 100 percent of public improvement costs, with a not-to-exceed amount based on the project's budget programmed in the adopted Five Year Capital Improvements Plan (CIP). The application requests approximately \$1.1 million in reimbursable eligible expenses. With overlapping scope between this project and the Agency's projects, the amount will likely decrease, and the Agency has programmed \$900,000 for assistance with the project's eligible expenses. Reimbursement will be upon completion of the project, and after verification of cost documentation and site inspection.

The Marriott AC/Element Hotel meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the River-Myrtle / Old Boise District and adopted Five Year CIP.

Next Steps:

After designation, project scope, schedule, and coordinated improvements will be finalized in a Type 4 agreement for Board approval. After board approval, the Agency will issue change order directives to deduct the coordinated improvements from associated construction contracts.

Project Summary & Timeline:

- | | |
|---|---|
| • 1011 W Grove St | • October 2022 – Design Review Approval |
| • 296-room hotel with 2,900 square feet ground floor office space | • February 2023 – Applied for Participation |
| • \$120M Total Development Cost | • TODAY – Type 4 Designation |
| • ~\$1.1M submitted Eligible Expenses | • Spring 2023 – Type 4 Approval |
| • ~\$200,000 Eligible Expenses shared with CIP projects | • Summer 2023 – Construction begins |
| | • Spring 2025 – Construction complete and CCDC reimburses approved expenses |

Fiscal Notes:

The Agency is programming \$900,000 to be reimbursed upon project completion in FY2025. The FY2023-FY2027 Five-Year Capital Improvement Plan has adequate funds. Some adjustments to the Linen Blocks on Grove Street and Rebuild 11th Street Blocks project budgets may happen in coordination with the final 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 Participation Agreement with Pennbridge BL19, LLC for future board approval.

Attachment #1 – Site Map



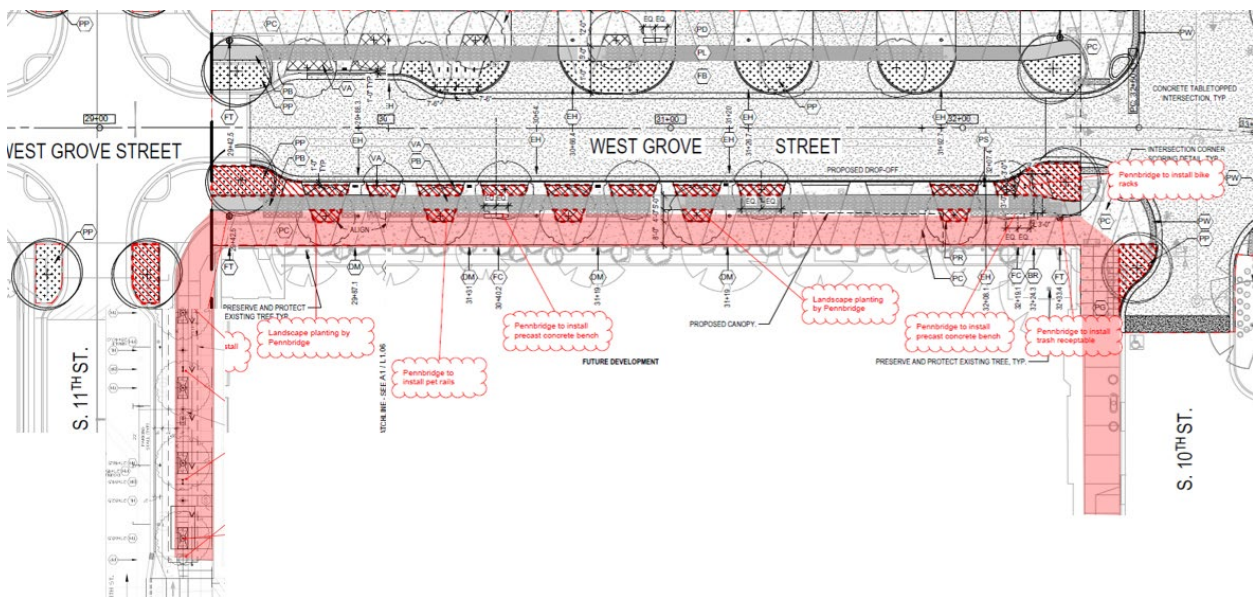
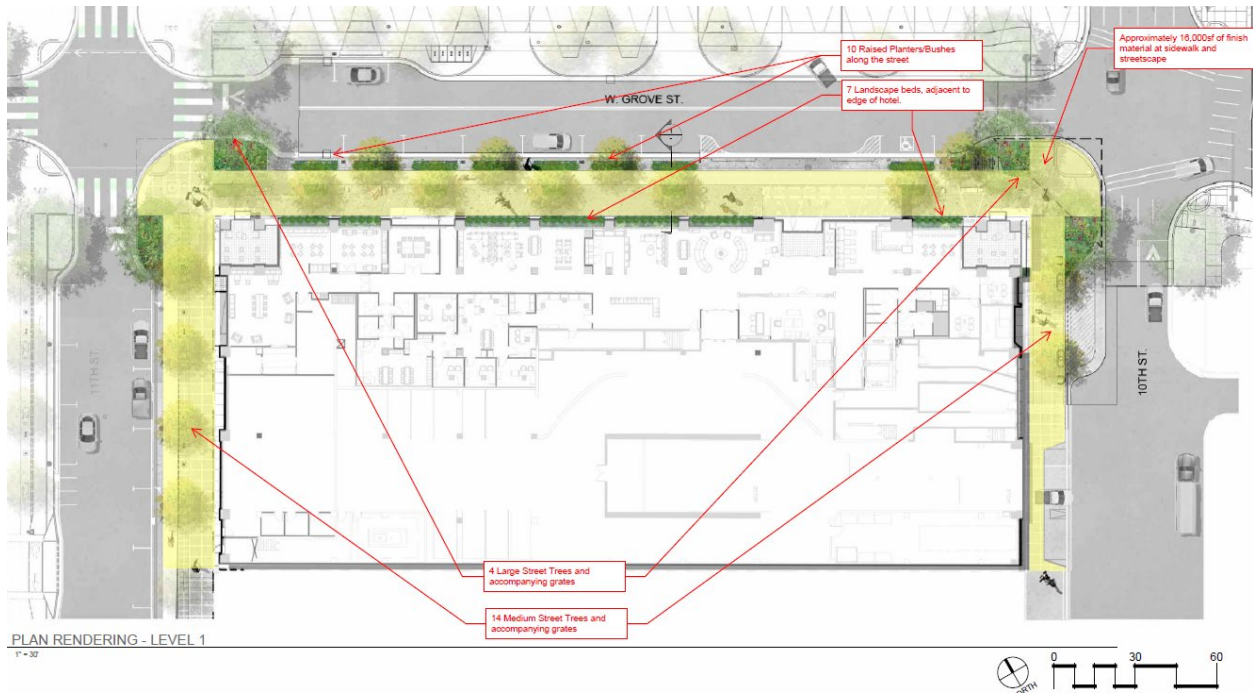
Attachment #2 – Rendering

Source: Erstad Architecture



View to corner of 10th and Grove Streets, looking southwest

Attachment #3 – Public Improvement Plans





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AGENDA BILL

Agenda Subject: Designation: 1110 W. River St., 11th & River. Type 2 General Assistance with deChase Miksis		Date: March 13, 2023
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Site Map 2) Renderings 3) Public Improvement Plan	
Action Requested: Designate 11th & River as eligible for General Assistance participation and direct staff to negotiating a Type 2 Agreement with River Street BE, LLC for future board approval.		

Background:

The 11th & River project is a mixed-use development with a total of 126 residential units and approximately 1,000 square feet of ground floor commercial space. The project sits on 0.9 acres and encompasses roughly half a city block bounded by Ash, River, and 11th Streets and lies within the River–Myrtle / Old Boise (RMOB) Renewal District.

This mixed-use project is being developed by deChase Miksis, a local developer with an extensive portfolio of mixed use, multi-family, office, commercial, and institutional development projects. The Agency and deChase Miksis have a successful track record, having partnered on the Martha, The Lucy and Thomas Logan, 5th & Grove, and the Ash & River Townhomes development, an award-winning workforce housing project just across Ash Street from the subject property.

The 11th & River is comprised of a six-story podium-style building with structured parking on the first two floors and residential units above. River Street is activated with ground floor commercial space, three walk-up units, and residential amenities, providing a high-quality pedestrian environment. The project includes 117 parking spaces, with 130 bike parking spaces located in a secure bike storage room and additional 12 public bike stalls along Ash and 11th Streets.

Type 2 General Assistance:

deChase Miksis applied for General Assistance through CCDC's Type 2 Participation Program. The developer has requested assistance with streetscapes, utility relocations and public alley improvements. Submitted eligible expenses associated with streetscapes on all frontages are estimated at \$400,000. Public infrastructure upgrades include alley with permeable pavers, water lines, stormwater infrastructure, and relocation of gas, sewer, and fiber lines. This work is estimated to cost \$700,000. The list of eligible expenses will be verified with program requirements and detailed in the final agreement.

As part of the partnership with the Agency, the developer is willing to income qualify 13 units for a period of six years at 100% AMI or less, meeting the program requirements for Mixed Income or Workforce Housing. The Agency recommends the dedicated unit mix is proportional to the overall unit mix of the project. The City will be party to, and enforce, the affordability covenant.

The project is adjacent to the Agency-led “Rebuild 11th Street Blocks” capital improvements project. Along 11th Street, where the two projects interface, an easement for the sidewalk and a temporary seepage bed is necessary for the Agency to complete this work. The final agreement with deChase Miksis will include the recorded easement, allowing the mobility and streetscape improvements to be completed.

The applicant requested a reimbursement term exception, asking for reimbursement upon project completion. The Type 2 Program allows for accelerated reimbursement for projects that reach completion in the final two years of a District’s lifespan if they are programmed in the Capital Improvement Plan (CIP) and resources are available to reimburse eligible expenses. The RMOB District terminates September 2025. deChase Miksis estimates construction completion in Spring 2025.

The project meets many of the Agency’s redevelopment goals in the RMOB District. These include consolidated parking, pedestrian focused design with prominent entries, and a residential density fitting of a development in this location.

Next Steps:

The project received Design Review approval on March 8 and the property is in the process of being rezoned to C-5 to allow for the project to be developed as envisioned. As part of the rezone, the City is negotiating a development agreement which may include additional housing affordability requirements to complement the Agency’s workforce housing requirements.

City Council is scheduled to hear the rezone application on April 4. Following these entitlements, the developer plans to begin construction winter 2023 with an estimated completion in spring 2025. 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.

Project Summary & Timeline:

- | | |
|--|--|
| • 126 units – studio, 1, and 2 bedrooms | • February 2023 – Applied for Assistance |
| • 13 income qualified workforce units | • March 2023 – Design Review Hearing |
| • 1,000 square feet of ground floor commercial space | • TODAY – Type 2 Designation |
| • \$50 million Total Development Costs | • Spring 2023 – Type 2 Approval |
| • \$1.1 million Estimated Eligible Expenses | • Winter 2023/2024 – Construction begins |
| | • Spring 2025 – Construction completes |

Fiscal Notes:

The Agency is programming \$1.1 million to be reimbursed upon project completion in FY2025. The FY2023-FY2027 Five-Year Capital Improvement Plan has adequate resources programmed in FY2025.

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 River Street BE, LLC for future board approval.

Attachment #1 – Site Map



Attachment #2 – Renderings

Source: Pivot North Architecture

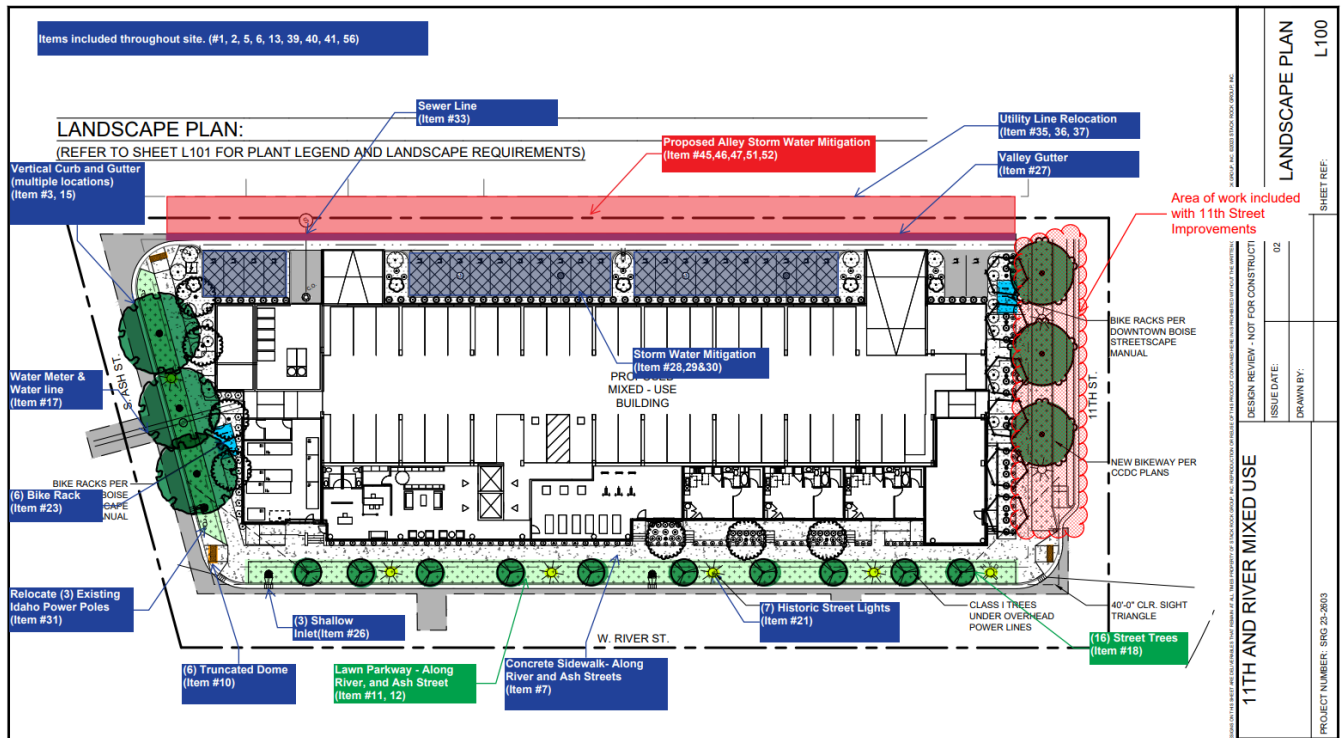


View to corner of River and 11th Streets, looking northwest



View to corner of River and Ash Streets, looking northeast

Attachment #3 – Public Improvement Plan





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AGENDA BILL

Agenda Subject: Designate: 101 S. 27th St., KDP Corporate Headquarters. Type 1 One-Time Assistance with Westend Holdings, LLC		Date: March 13, 2023
Staff Contact: Kassi Brown, Project Manager	Attachments: <div>1. Site Map</div> <div>2. Renderings</div> <div>3. Site Plan</div>	
Action Requested: Designate the KDP Corporate Headquarters as eligible for One Time Assistance and direct staff to negotiate a Type 1 Participation Agreement with Westend Holdings, LLC for future board approval.		

Background:

101 S. 27th St. was purchased by West End Holdings, LLC in December 2021 as part of their strategic plan for significant investment into the Boise market. With ownership in common with KDP Certified Public Accountants, LLP, West End Holdings, LLC completed the merger with Whittaker and Associates of Garden City, purchased the 27th Street property and began remodeling the building in September 2022. This location will serve as the new KDP corporate headquarters in which they will occupy roughly 65% of the newly renovated Class A office along with Berkshire Hathaway Realtors, bringing 50 professionals to the West End neighborhood daily.

Building improvements include structural and roof repairs, electrical upgrades, new ADA restrooms and adding conference rooms. The City of Boise's Design Review approval requires that seven streetlights be added to the building perimeter but did not require that the missing sidewalk on Main Street be built. West End Holdings, LLC applied for Agency assistance with the streetlights. Through the introduction of the Agency's Type 1 One-Time Assistance Program, West End Holdings, LLC and the Agency then collaborated on additional streetscape enhancements that will eliminate overgrown shrubs and provide pedestrian connectivity on Main Street. West End Holdings, LLC expanded the project to add an 8-foot-wide concrete sidewalk along Main Street, bio-retention planters, five new trees and additional landscaping. The streetlights are incorporated and will illuminate the sidewalks.

In addition to the updated building, these streetscape upgrades will improve the corner of 27th & Main Streets by meeting the neighborhood streetscape standards. The overgrown landscape will be removed and an important pedestrian connection will be established with the new sidewalk. The project advances the initiatives of the 30th Street district including the

redevelopment of a vacant building, bringing additional jobs to the district and alignment with other redevelopment efforts in the area.

Total development costs are estimated at \$5.8 million with eligible expenses estimated to be \$226,482. The final estimate included in the agreement will set the not-to-exceed amount for reimbursement per the Type 1 Participation Program policy at \$200,000.

Project Summary:

- Located on the corner of 27th and Main Streets
- 17,160 square foot tenant improvement into Class A office space
- Streetscape improvements including new sidewalk along Main Street
- Improved walkability and safety within the West End neighborhood
- \$5,750,000 estimated total development costs
- \$226,482 estimated eligible expenses

Timeline:

- April 08, 2022 – Design Review Approval
- October 24, 2022 – T1 Application Received
- March 02, 2023 – Temporary Certificate of Occupancy Received
- March 13, 2023 – Type 1 Designation
- March 20, 2023 – Streetscape Improvement Construction Start
- April 10, 2023 – Type 1 Agreement Approval
- May 08, 2023 - Estimated Completion
- May 31, 2023 - CCDC Reimburse Eligible Expenses

Fiscal Notes:

The project's estimated Eligible Expenses are \$226,482. Total reimbursement will not exceed \$200,000 per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient funding for Type 1 grants in the 30th Street District in FY2023 to reimburse this project.

Staff Recommendation:

Direct staff to negotiate a final Type 1 Participation Agreement with West End Holdings, LLC for future board approval.

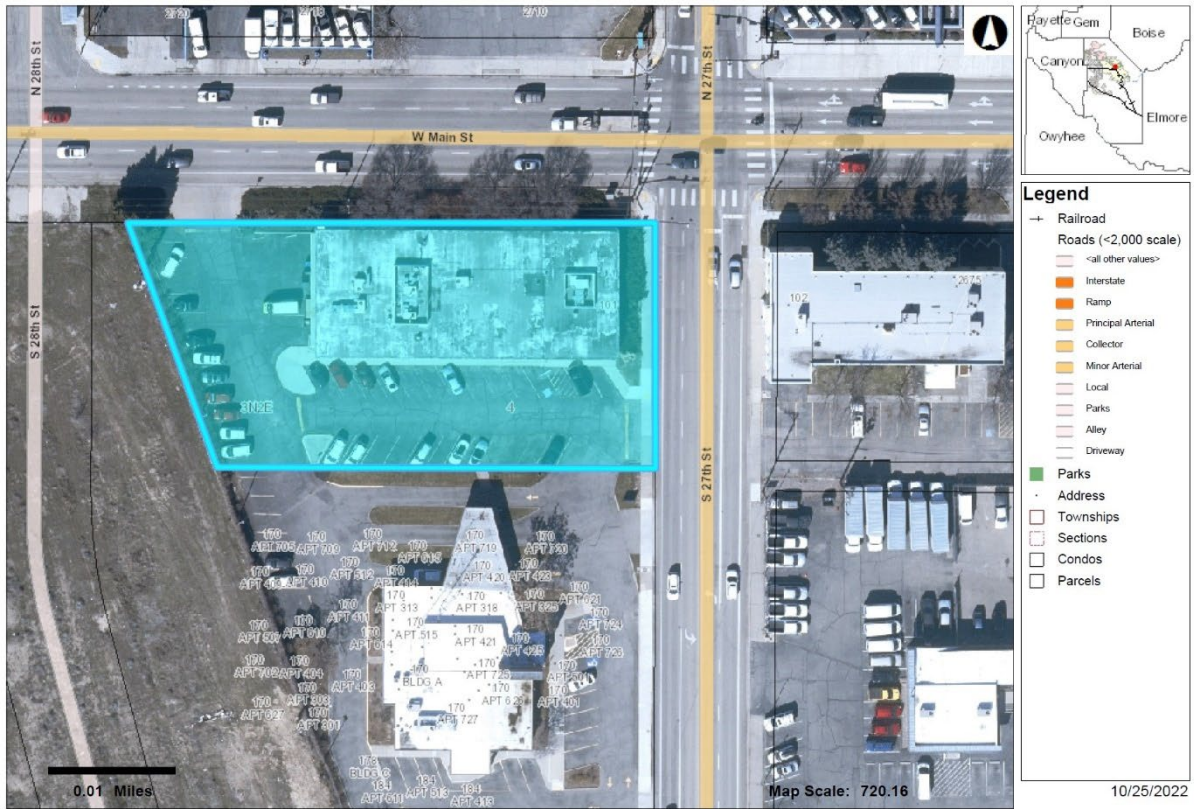
Suggested Motion:

I move to direct staff to negotiate a final Type 1 Participation Agreement with Westend Holdings, LLC for future board approval.

Attachment #1 – Site Map

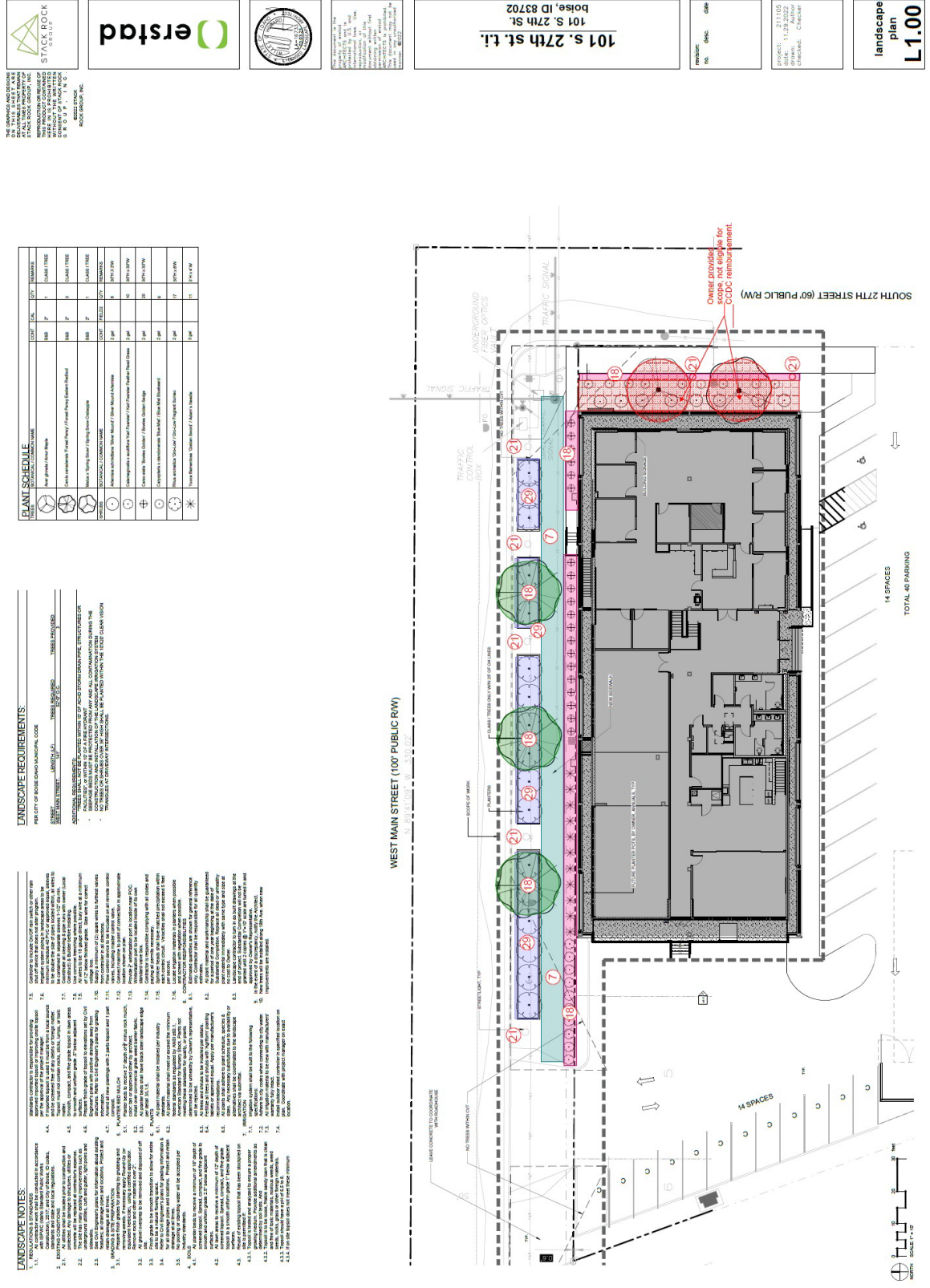
Ada County Assessor

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



Attachment #2 – Renderings







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Economic Development

150 S. 5th St. - CW Moore Park Improvements – PP Type 4

Partnership with Boise Parks: This partnership with Boise City Parks and Recreation will upgrade 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 is awaiting further information while the City reviews the project's scope. *Project Lead: Karl Woods*

210 W Main St. - US Assay Office Pathway & Landscaping - PP Type 1:

Landscaping and historical improvements on the US Assay Office. The Board approved an agreement in August, and work is underway. *Project Lead: Kevin Holmes*

1201 W. Grove St. - The Broadstone Saratoga - 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 April. *Project Lead: Kevin Holmes*

200 N. 4th St. - ICCU Plaza - PP Type 2:

BVA Development is constructing a building with a 13-story tower, which will be commercial/office space, and an 11-story tower, which will be residential/multi-family. One hundred twenty-five apartments and 150,000 square feet of Class A office space are 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 sewer expansion 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 completed before the expiration of the RMOB District. The Board designated the project for Type 2 participation in January. The Agency is negotiating a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

1110 W. River St. - 11th & River - PP Type 2: The Agency received an application from deChase Miksis to participate in this project to construct a six-story mixed-use building with 126 residential units and 1,000 square feet of ground floor retail. The request includes a workforce housing component, with 10% of the units proposed to be rent restricted and reserved for income-qualified residents. Public improvements submitted for CCDC reimbursement include streetscapes along 11th, River, and Ash Streets and the reconstruction of a public alley. Submitted public utility work includes upgraded water lines, additional stormwater management infrastructure along the streets, and re-routing gas, sewer, and fiber lines out of the alley. Total Development Costs are estimated at \$50 million, and Eligible Expenses are \$1.1 million. The project is requesting the use of CIP funds dedicated to housing developments to be completed before the expiration of the RMOB District. The Agency will present the item to the Board for designation in March. *Project Lead: Kevin Holmes*

1011 W. Grove St. - Marriot AC/Element Hotel - PP Type 4: Pennbridge Lodging, a hotel developer and manager, has submitted a Type 4 application for a 15-story, dual-branded hotel with 296 rooms and ground-floor office space. The project has an estimated total development cost of \$100 million and has requested approximately \$1.1 million in reimbursement for streetscapes and utility work. The project coordinates two overlapping capital projects, the Linen Blocks on Grove Street between 10th and 11th Streets and the

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.

Rebuild 11th Street Blocks between Grove and Front Streets. The Agency will present the item to the Board for designation in March. *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 identified 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 identify locations needing improvements. Sites 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 & 6th Streets 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 before putting the project on hold in early 2019. CCDC will assist the City by managing the remainder of the Final Design, Agency approval, and construction processes. In December 2022, CCDC entered an Interagency Cost Share Agreement with ACHD to complete the design and outreach of the project. The Board approved Task Order 19-005 for preliminary and final design at the January 2023 Board Meeting. Staff anticipates that the final construction documents will be complete midway through FY2024. At this time, an additional Interagency Cost Share Agreement with ACHD will be negotiated, and the project will be bid for construction. *Project Lead: Zach Piepmeyer*

South 5th & Myrtle Streets - 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 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 the summer and fall of 2020. The Agency presented the visioning documents to the Board at its December 14, 2020, meeting. The Agency selected Jensen Belts Associates as the Landscape Architect of Record for the project in February. The Board approved the ranking of Guho Corp. as the selected Construction Manager/General Contractor (CM/GC) for the project at the April Board meeting. Stakeholder meetings are complete, and the project was presented to 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 for a city-directed curbless street design. CCDC is working on construction documents. The construction documents will be submitted on March 13. *Project Lead: Karl Woods*

Linen Blocks – West Grove Street Improvements: This project will catalyze 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 in November 2022 and anticipates construction of the full improvements in March 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. The consultant will begin design work in March 2023. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements - 9th Street to Capitol Boulevard: This project will improve Fulton Street between 9th Street and Capitol Boulevard. CCDC selected The Land Group to perform consultant design services for the project. The final design was completed in October 2022, and ACHD is currently reviewing the final plans. CCDC advertised the project for bids on February 28, 2023. Bid opening is scheduled for March 22, 2023. Construction will begin spring 2023. *Project Lead: Kassi Brown*

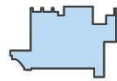
521 W. Grove St. - Public Space

This project will develop an Agency-owned parcel at 521 W. Grove St. into a public space that celebrates the neighborhood's multicultural 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, and the selection was approved by the Board in December. Staff issued a public programming survey for the project on January 9. The survey closed on January 25, and the results are being analyzed in preparation for a design alternatives public open house scheduled for April 6. *Project Lead: Karl Woods*

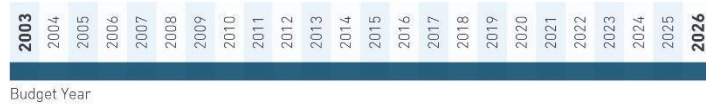
Special Projects

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*

WESTSIDE DISTRICT



157 ACRES



est.
2002



WESTSIDE DISTRICT

DISTRICT MAP



Economic Development

9th and Bannock Streets Intersection Geothermal Repairs - Type 4 Partnership with Boise City: This partnership with the City of Boise will provide upgrades to the its 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. The project is complete. *Project Lead: Karl Woods*

1721 W. Idaho St. - 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, the sale of the property closed on October 15, 2021. The Developer worked with Surel's Place to select artist Laurel Rau to create the building's mural, whose concept was approved by the Board on August 8, 2022. The project was completed in February 2023 and is actively leasing. The Agency is working with SMR Development to obtain and review cost documentation for reimbursement. *Project Lead: Alexandra Monjar*

Block 68 Catalytic Redevelopment Project: At its December 2021 meeting, the Board selected Edlen & Company's proposal for the disposition of Agency owned property at 1010 W. Jefferson Street and 421 N. 10th Street through a competitive Request for Proposals ("RFP") process and approved the Agreement to Negotiate Exclusively ("ANE") with the Developer in March 2022 and its First Amendment in October 2022. The Disposition and Development Agreement ("DDA") for the Workforce Housing Project on Block 69 North is predicated on a land exchange with the YMCA of Agency-owned property at 421 N 10th St for the YMCA's property on Block 69 N. 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 Block 69 N DDA. The Board approved the Block 68 South DDA for disposition of 1010 W Jefferson St at its December 2022 meeting. The Developer is working on completing due diligence and Schematic Design,

and the Agency expects to present updated information and a Type 4 Participation Agreement for each project at the Board's May meeting. *Project Lead: Alexandra Monjar*

1010 W. Jefferson St. - 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. All leases expire in May 2023, and the building will become vacant. No significant maintenance items to report. *Project Lead: Amy Fimbel/ Aaron Nelson*

1700 W. Main St. - 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 TBD. *Project Lead: Kevin Holmes*

1110 W. Grove St. - Renegade Hotel - PP Type 4: The Agency continues its coordination with Hendricks Commercial Properties of the streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May, and its Type 4 Agreement was approved by the Board in September. *Project Lead: Alexandra Monjar*

1744 W. Main St. - 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 wrapping up with expected completion this spring. *Project Lead: Kevin Holmes*

1015 Main St. - 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 approved the final Type 1 Agreement at its January 11, 2023, meeting, and early demolition work has begun. *Project Lead: Kassi Brown*

1522 W. State St. - 16th & State - PP Type 2: Developer Johnson & Carr is constructing a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground-floor retail on the site of an old gas station. The project includes workforce housing with 10 percent of the units reserved for rent-restricted, income-qualified residents. Public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades include water line relocations and stormwater management infrastructure. Total Development Costs are estimated at \$25 million, and Eligible Expenses at \$657,655. 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 Board designated the project in December, and the Agency will present a final agreement for approval in March. *Project Lead: Kevin Holmes*

120 N. 12th St. - 12th & Idaho - PP Type 2: The Board designated this 26-story mixed-use development on the corner of 12th and Idaho Street(s) at its January 2023 meeting. The Agency expects to request approval of a Type 2 General Assistance agreement with 12th and Idaho Owner LLC, a joint venture between White Oak Realty Partners, Ponsky Capital Partners and Oppenheimer Development Corp. in April. *Project Lead: Alexandra Monjar*

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 are 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's 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 in 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 the installation of a fiber-optic conduit bank between 8th and 15th Streets and streetscape improvements between 12th and 14th Streets. Streetscape components include wider sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and stormwater 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 re-bid the project in January 2023, and bids were again rejected. The ACHD Commission has asked its design team to re-examine the western portion of the project design from 8th to 14th Street for ways to improve safety for bike and pedestrian modes. Staff continues to coordinate with ACHD and development teams associated with YMCA and Block 68/69. *Project Lead: Zach Piepmeyer*

Bannock Street Streetscape Improvements, 12th to 16th Streets: This project will make streetscape improvements on both sides of Bannock St. between 12th and 16th Streets to improve pedestrian connectivity from the West Downtown neighborhood into downtown. The design will be coordinated with ACHD's Bannock Street Neighborhood Bikeway project. On March 2, 2023, CCDC issued a Request for Qualifications ("RFQ") for a design professional to provide stakeholder outreach and design services on this project. *Project Lead: Amy Fimbel*

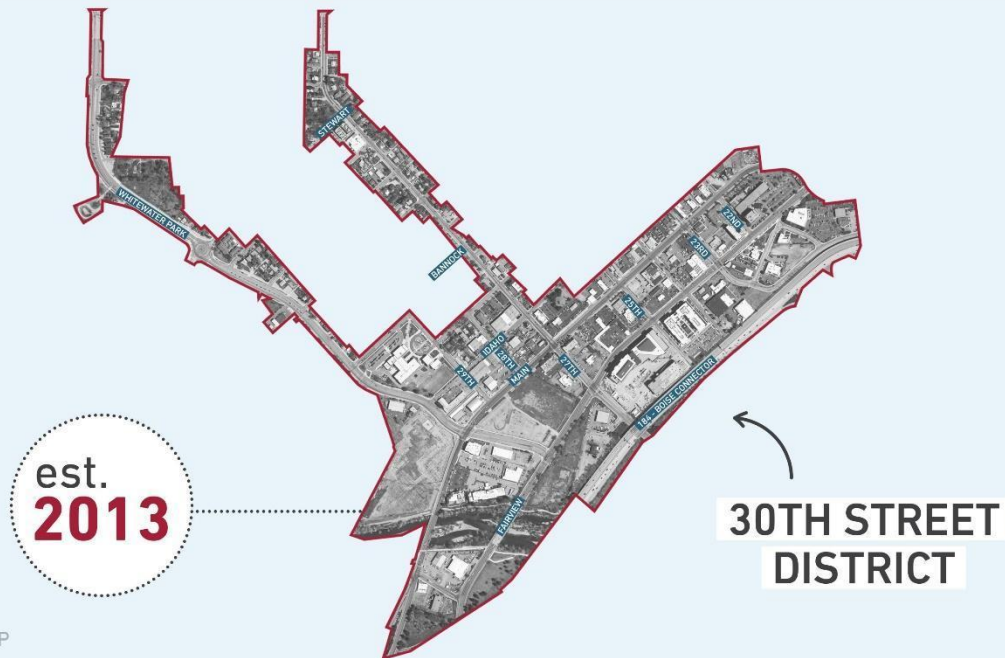
Mobility

8th Street Improvements, State to Franklin Streets: 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 is leading 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. 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. Staff are currently negotiating a final design scope with Kittelson & Associates and will present a Task Order for the final design to the Board at the March 2023 meeting. *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 is anticipated to begin this spring/summer. 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 spring. *Project Lead: Kevin Holmes*

2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2: The Agency 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 Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

2850 W. Fletcher St. - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for Type 2 assistance on 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 final Design Review approval in December and has obtained approval for street extension plans from ACHD. *Project Lead: Kevin Holmes*

Infrastructure

West End Water Renewal Infrastructure- 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 Avenue 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 Board designated the project in December, and staff will present a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

Mobility

2525 W. Fairview St. - St. Luke's Transit Station - PP Type 4: The construction of St. Luke's project at 27th Street 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. Construction is expected to be completed within the Agreement period. *Project Lead: Alexandra Monjar*

101 S. 27th St. - KDP TI - PP Type 1: The Agency received an application from West End Holdings, LLC requesting One-Time assistance for streetscape improvements along the frontage of their newly renovated building at the corner of 27th and Main Streets. Public improvements eligible for CCDC reimbursement include streetlights, trees, and irrigation systems. A new 8-foot wide concrete sidewalk will provide the missing link for continuous pedestrian access along Main Street. The Board will consider the project for designation at the March 13, 2023, meeting. *Project Lead: Kassi Brown*

SHORELINE DISTRICT



195 ACRES



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SHORELINE DISTRICT

DISTRICT MAP

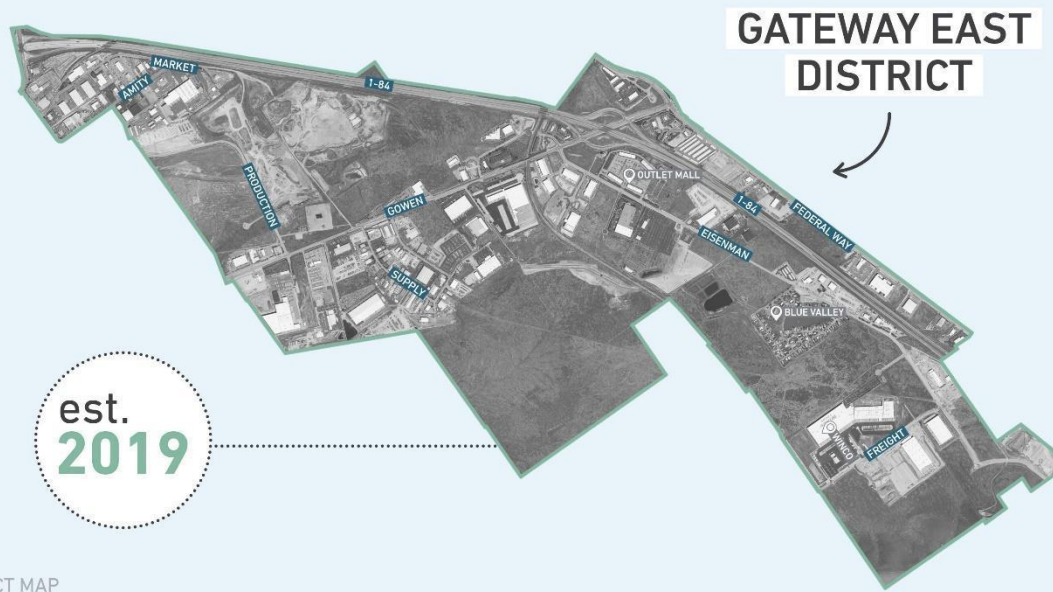
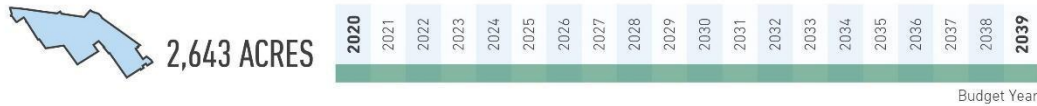


Economic Development

17th Street Interim 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. Final plans have been submitted to ACHD for approval. *Project Lead: Kassi Brown*

818 W. Ann Morrison Park Dr. - Capitol Student Housing - PP Type 2: The Gardner Company is constructing a new five-story mixed-use residential building with 91 units (278 BR) and ground-floor commercial space with associated site improvements. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. 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 are estimated at \$44 million, and Eligible Expenses at \$600,000. The Board approved an agreement in January, and work is underway with a target completion date of June 2024. *Project Lead: Kevin Holmes*

GATEWAY EAST DISTRICT



Economic Development

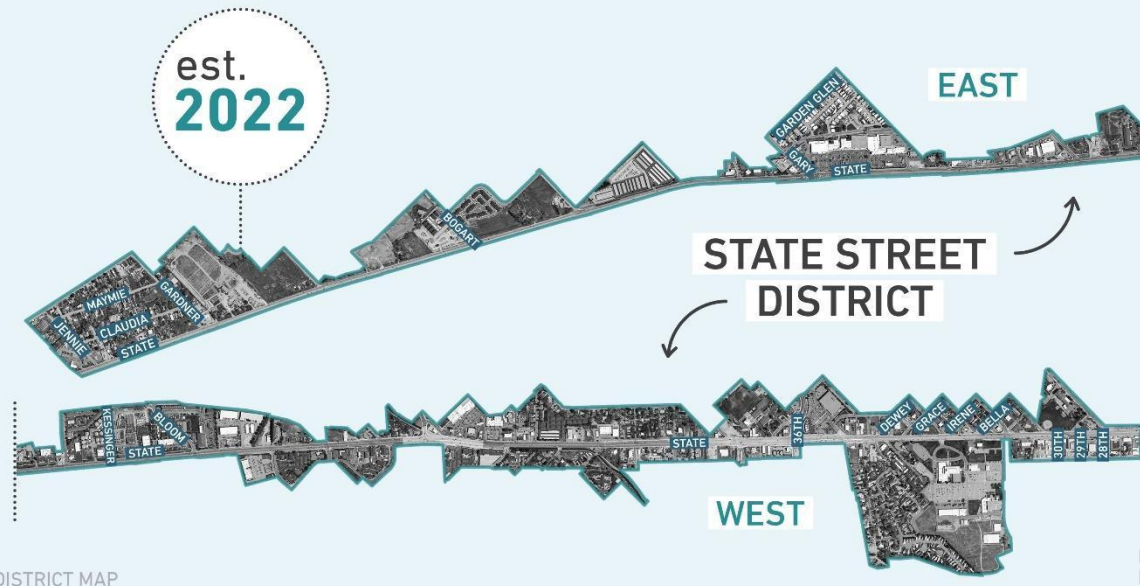
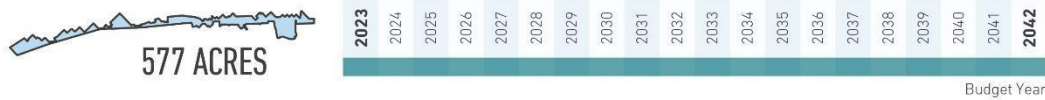
951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway 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: In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The Agency expects to request the Board's approval of a final agreement in Spring 2023. *Project Lead: Alexandra Monjar*

Mobility

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: Construct a five-foot-wide concrete pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall at Five Mile Creek. Coordination of the final design is in progress, and the formal bid process is anticipated for spring 2023. *Project Lead: Kassi Brown*

STATE STREET DISTRICT



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: Zach Piepmeyer*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

EV Station Garage Project: Quality Electric will be installing EV stations in four CCDC/ParkBOI Garages (9th & Main, 10th & Front, 11th & Front Capitol & Myrtle). A single pole two charge system will be installed, adding two charging spots per garage. The project is complete as of March 1, 2023. ParkBOI Garage system now has 10 EV charging stations at 6 locations. The project cost is \$64,000. *Project Lead: Aaron Nelson*



421 N. 10th St. Property: The Agency initiated its vision to transform Block 68 and nearby parcels in its Westside District by acquiring this property in early 2018. The property includes an aging commercial building and small surface lot, which The Agency has converted to a public parking opportunity at the low rate of \$5 per day. The Car Park is managing the lot and has added signage and a payment system through ParkMobile. Agency is improving the lighting in the lot. DBA will be alerting downtown service workers to this inexpensive parking option. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA. *Project Lead: Aaron Nelson*

City GO: Formerly known as the Downtown Mobility Collaborative, downtown Boise's Transportation Management Association is up and running. This partnership of Valley Regional Transit, the 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 FY2023 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Zach Piepmeyer*

10th & Front Garage Structural Concrete Repairs - Phase 2: The Agency received board approval at the December meeting to award the contract to Consurco, the lowest bidder 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 the removal and replacement of any damaged rebar with epoxy-coated rebar. The Agency's budget includes sufficient funds and will start in April 2023. 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 14, 2022	December 2023	December 31, 2023
Issues/Comments:	A meeting was held and the main topic of discussion was to update procedure in the event of another insurance claim. Power was lost to the Hotel due to an electrical issue; it has since been repaired.	

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:		

U.S. Bank Plaza Condominium Association CCDC Contact: Zach Piepmeyer		
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
October 2022	TBD	August 2023
Issues/Comments:		

Capitol Terrace Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2022	TBD	October, 2023



Issues/Comments:	
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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:		

ACME Fast Freight Condominium Association CCDC Contact: Zach Piepmeyer		
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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