

**Board Packet of Supporting Materials
December 20, 2017**

i. Agenda

1. Minutes of the Regular Meeting of the Board on November 15, 2017
 2. Minutes of the Executive Session of the Board regarding the Foundry Lease on November 15, 2017
 3. Foundry Lease Amendment
 4. Memorandum regarding 105 Windsor Street
 5. Proposed 2018 Budget
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7. Proto Leasing Signage
 8. Revised Artwork Deaccession Report
 9. Grand Junction Park Modifications
 10. Proposed 2018 CRA Board Meeting Schedule
 11. December Staff Report

(Document numbering altered to reflect agenda item numbers)

NOTICE OF MEETING

Pursuant to the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Cambridge Redevelopment Authority (CRA) to take place as follows:

Regular Board Meeting
Wednesday, December 20, 2017 at 5:30 PM
Cambridge Police Department
First Floor Community Room
125 Sixth Street
Cambridge, Massachusetts 02142

MEETING AGENDA

The following is a proposed agenda containing the items the Chair of the CRA reasonably anticipates will be discussed at the meeting:

Call

Public Comment

Minutes

1. Motion: *To accept the minutes of the Regular Meeting of the Board on November 15, 2017 **
2. Motion: *To accept the minutes of the Executive Session of the Board regarding the Foundry Lease on November 15, 2017**

Reports, Motions, and Discussion Items

3. Update: Foundry Lease and Request for Proposals (Ms. Madden) *

Motion: Authorizing the Chair and Executive Director to amend the 50-year Lease with the City of Cambridge for the Foundry Building located at 101 Rogers Street for the purposes of redeveloping the property consistent with the Foundry Building Demonstration Project Plan.

4. Update: 105 Windsor Street Rehabilitation (Mr. Peralta) *
Motion: To approve the engineering scope of services with Daedalus Projects for the exterior restoration of 105 Windsor Street for an amount not to exceed \$20,000.
5. Continuing Business: 2018 Budget (Mr. Evans) *

6. Discussion: Infill Development Concept Plan: 255 Main Street Innovation Space (Mr. Evans)
 - a. CRA Office Relocation
 - b. Workforce Development Program

7. Update: 88 Ames Street Leasing Office and Retail (Mr. Evans) *

Motion: Approving the temporary leasing signage program for the Proto residential leasing office at 90 Broadway.

Motion: Finding that the second-floor retail banking proposal for 88 Ames Street is consistent with the Cambridge Center Development Agreement and the Schematic Design approval for 88 Ames Street.

8. Continued Business: Octahedron Deaccession (Mr. Peralta) *

Motion: To authorize the proper disposal of the Octahedron sculpture due to the artwork's state of deterioration consistent with the CRA Deaccession Policy

9. Discussion: Grand Junction Park Modifications (Mr. Zogg)

Motion: To approve the revised landscaping plan for Grand Junction Park, Kendall Square Urban Renewal Area.

10. Discussion: CRA Board Meeting Schedule (Ms. Shore) *

11. Update: Monthly Staff Report (Mr. Evans) *

Adjournment

(*) Supporting material to be posted at: www.cambridgeredevelopment.org/next-meeting/

Upcoming Meetings (Tentative):

- Regular CRA Board – January 10, 2018
- Annual Meeting of the CRA Board – February 14, 2018

The Cambridge Redevelopment Authority is a "local public body" for the purpose of the Open Meeting Law pursuant to M. G. L. c. 30A, § 18. M. G. L. c. 30A, § 20, provides, in relevant part:

(b) Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting.

(c) For meetings of a local public body, notice shall be filed with the municipal clerk and posted in a manner conspicuously visible to the public at all hours in or on the municipal building in which the clerk's office is located.

Regular Board Meeting
Cambridge Redevelopment Authority

Wednesday, November 15, 2017, 5:30pm
Robert Healy Public Safety Center / Cambridge Police Station / Community Room
125 Sixth Street, Cambridge, MA

DRAFT Meeting Minutes

Call

Chair Kathleen Born called the meeting at 5:36 PM. Other Board members present were Vice Chair Margaret Drury, Treasurer Christopher Bator and Assistant Secretary Barry Zevin. Assistant Treasurer Conrad Crawford was absent. Executive Director Tom Evans and other CRA staff members were also present.

The meeting is being recorded by the CRA and John Hawkinson.

Public Comment

No one requested to speak at this time.

The motion to close public comment carried unanimously.

Minutes

1. Motion: To accept the minutes of the Regular Meeting of the Board October 18, 2017

There were no comments made.

The motion to accept the minutes and place them on file carried unanimously.

Communications

There were no communications.

Reports, Motions, and Discussion Items

2. Update: 88 Ames Street Retail Space

Mr. Evans introduced Mr. David Stewart from Boston Properties (BP) who gave an update on the retail component of the project. As mentioned in his last presentation to the Board, there are three retailers for the space. He said that Cava Grill is the Mediterranean grill restaurant. Bank of America (BoA) is the financial institution and will be taking the entire second floor as well as a small portion of the ground floor space. The third retailer is a coffee shop, whose name is not ready to be announced. Representatives from BoA were in attendance as there are some changes to the space that are being proposed tonight.

The project is on track to open the building in June of 2018. The building was topped off today. BP intends to get the building closed-in before bad weather hits and to start the interior construction. They are finalizing the retail deals for July occupancy with vendor build-outs. Openings of the spaces would depend on the complexity of the build-outs.

Mr. Stewart said that representatives from BoA will talk about their intentions for the space and the services that will benefit the community. He added that BP is not adding a new banking space as this space is a relocation of their Main Street space that MIT is redeveloping. Matthew Haringa, the Cambridge market manager for BoA, said that there are 11 financial centers. He spoke about the evolution of the bank in Kendall Square. The current space on Main Street is a restricted space. The new larger location provides space for specialists from their eight lines of business, a small business center and a seminar space. On a monthly basis, he said that the Kendall Square BoA services 2500-3000 business clients, including 300 small businesses, and about 10,000 ATM visits. He also discussed the various charitable ways they support the general area.

Ms. Julie Reker, from Gensler Architects, discussed the space layout, via a PowerPoint presentation. The main issue is designing for a successful second floor presence while minimizing the ground floor of a banking center which simply provides the convenience of an 24/7 ATM and directs traffic to the extensive second floor banking center. The yellow area on the map shows the double door entrance to the two ATMs and night-drop vestibule area. This area leads to the orange area which is the stairway and elevator access to the upstairs. The width of the frontage entrance was reduced to be in line with the neighboring retail spaces. In red are the BoA private employee spaces, the traditional banking center, and a seminar room. In blue is the Merrill Lynch (ML) business which is new to the Kendall Square branch in response to the growth of technology businesses in the area. One can walk from one area to the other. There are also shared areas for both businesses. She said that there is a door into the garage for residents and after-hours access for ML customers. She noted that the edges of the floor were kept open. With respect to signage, she showed a rendered view of the BoA entrance. In keeping with other BP signage methodology, there is a small awning with a horizontal ban overhead, and two vertical banners at the second floor level on either side of the entrance. There will also be illuminated signage on the ceiling of the second floor which will be seen from the street. She proposed a series of interior screens positioned along the top of the second floor windows of the Merrill Lynch corner conference room that can be seen from Main Street. These monitors would have changing content such as the time and weather. They could also display the BoA or ML logos or could have varying Cambridge scenes. At the other end of the space in the banking center, in a less prominent area and positioned further back from the window, would be another LCD screen that can be seen from the outside and would also have rotating content.

Ms. Drury liked the ceiling signs. There was a discussion about the position of the screens. In response to Mr. Zevin's concern regarding the potential flickering reflective annoyance of changing content at night, Ms. Reker said that the timing and dimming of the screens can be addressed. BoA is open from 9-4 on weekdays with reduced hours on Saturdays. ML has the option to meet with clients during off-hours since appointments are based on customer availability. ML offers two platform services - individual wealth and retail banking. In response to Mr. Bator, Ms. Reker said that they would like the bowl and the flag to be lit as much as possible without negatively affecting the residents. Mr. Zevin said that the banners make sense but they have the potential to brand the entire building. Mr. Stewart reminded the group that the original idea was to have banners everywhere but reducing it to the portal area is logical. Although the double height entrance is nice, Mr. Zevin was dismayed that a brand-new floor had to be demolished. Mr. Stewart said that there is other work needed and that this construction and reconstruction was unfortunately the nature of retail business. Ms. Drury said that the vertical banners make sense but they compete with the beautiful entrance to the building. Mr. Zevin noted that the entrance color should be more saturated than depicted in the slide which was confirmed by Mr. Stewart. The other retailers were not given the option for vertical banners. Mr. Evans said that an approval is not an action for tonight's meeting but it is helpful to have a finding of consistency of the retail use with the development plan, knowing that signage will come later. Mr. Bator said that he would like to see an updated rendering with truer colors. Ms. Reker said that there are no ML specific banners and that, unknown to many, the blue in the vertical banners represents ML. Ms. Born started a discussion regarding the content visibility on the screens and the need for banners when everyone has cellphones. The ability to actually see the ceiling signage was also discussed. Ms. Born emphasized that she and the Board appreciate that the frontage was minimized.

Mr. Evans said that the signage component will come back to the CRA Board. It also needs to go to the Planning Board for a use change.

Ms. Born opened the discussion to the public. In response to Mr. John Hawkinson, Mr. Stewart said that the signage for the residential component (Proto) would be minimal and does not include banners. There will be a three-faced canopy saying Proto and a decal on the glass that says 88 Ames Street.

Ms. Heather Hoffman said that the signage is humongous overkill and she is tempted to file a zoning petition to remove the MXD district's exemption from Article 7. The ceiling "signage" has some merit as it's different.

The sense of the Board was understood. No action was needed.

3. Presentation: Marriott Antennae Installation

Motion: To approve the installation of an FM Antennae alongside the mechanical penthouse of the Marriot Hotel Building at 50 Broadway, Kendall Square Urban Renewal Area Parcel Four

Mr. Evans explained that antennas and communication devices are allowed in the MXD district but without a CRA specific design approval policy, these requests are being brought to the Board on a case-by-case basis. Mr. Michael O'Hearn from Boston Properties gave a PowerPoint presentation. He explained that Salem Media Group requested approval to place an antenna on the top of the Marriott for rebroadcasting their radio signal. The location will be on top of the existing cooling tower's screened wall. It will not be easily seen from the street but may be seen further back in the neighborhoods. He showed a picture of the antenna and the new range. Mr. Zevin asked for BP to investigate the need for a new aircraft beacon. Mr. Zevin requested that the broken "R" be fixed while the workers are up there. This is the first antenna on the building. Mr. O'Hearn could not confirm from where the antenna was being moved.

Mr. Hawkinson suggested that future taller buildings will affect the performance. He noted that the dimensions given in the documentation add up to 14 feet. He also assumes that the coloring is exactly as depicted in the presentation as opposed to a red-white alternating pattern, similar to the antenna on East Gate.

The motion to approve the installation of an FM Antennae alongside the mechanical penthouse of the Marriot Hotel Building at 50 Broadway, Kendall Square Urban Renewal Area Parcel Four was seconded and carried unanimously.

4. Update: Foundry Redevelopment Project

Mr. Evans noted that the Board will go into Executive Session later tonight to discuss an amendment to the lease with the City. Dramatic changes are not being proposed. A key component of the process is the Cooperation Agreement which defines the responsibilities and money aspects of the process. He hopes to get resolution quickly on a number of items so that the lease is amended before the CRA issues an RFP for an operator. The CRA issued an RFI in August and received over a dozen responses to the September deadline. Now staff is interviewing these respondents. There have been lots of thoughtful feedback from the arts, workforce development, and STEAM education components. However, none of respondents, so far, can do everything that is needed and they acknowledge the need to seek out others to do it all. One of the suggestions received was that an operator not be in charge of any one of the programs but oversees all the elements. Staff is writing an RFP that sets up a team approach.

Once drafted, the RRP will need to be reviewed by the City. The initial goal was to release the RFP in December which might not occur. The RFQ for the designer closed last Thursday with an overwhelming amount of responses. Mr. Evans said that this will not be an easy choice. The goal is to conduct joint interviews with the City before end of this year.

In the interim, the City is using the Foundry building for construction staging for the building next door, for a temporary location for the carpentry unit of DPW, and the police and fire departments are using it for emergency exercises, and as a staging site for Puerto Rico disaster relief supply shipment.

There might be a need for a special meeting to approve the lease before the December 20 Board meeting.

5. Discussion: 2018 Forward Fund

Ms. Born mentioned the uplifting event at the Cambridge Community Center, a CRA Forward Fund recipient, which celebrated their facility's newly constructed media lab.

Mr. Carlos Peralta gave a PowerPoint presentation on the status of the 2017 Forward Fund. This year, the Board approved \$125,000 for projects. Mr. Peralta showed a map with the locations of the nine recipients selected by the committee which included Mr. Peralta and City staff members. Over 24 projects have been awarded since the program started in 2015. There has been an effort to grant these monies to areas other than Kendall Square. In 2017, there were two grants types - civic experimentation (CE) and community infrastructure (CI). The nonprofit communities seem to know about the CI grant. For reasons unknown, there seems to be less awareness or interest in the CE grant. Mr. Peralta showed slides and gave a status summary of each of recipients. Four of the nine projects are completed – Moses Youth Center Vertical Garden (Carolyn L. Arts), Fort Agassiz Annex (Agassiz Baldwin Community), Cambridge Street Beautification (East Cambridge Business Association), Building Modernization Project Cambridge Community Center. The other five projects are still in progress - Tunnel of Light (Friends of the Greenway, Inc.), Wayfinders – Connecting 2 the Innovation Economy (Innovators for Purpose), Suitsculptures (ROLO), ROLO, Building Pillar 1: Child & Teen Services (Margaret Fuller Neighborhood House), Port Kiosk (Community Art Center). Although the deadline for completion is April 2018, Mr. Peralta expects that some organizations will ask for extensions due to various circumstances.

Mr. Peralta then discussed the lessons learned regarding the project. The marketing for this program needs to be expanded, especially to small business associations. Many organizations need more time to complete their projects. Some organization require more CRA staff time in their planning. The application process needs to be appropriate to the size of the project so that smaller grants and projects have a simpler process. Larger grants don't always determine the most impactful project. Creating deadlines for non-profits does not make them work faster or create a better project.

Mr. Peralta asked the Board for feedback regarding the future for the Forward Fund. There was a discussion about some ideas and changes. Mr. Bator said that he is pleased to hear that the Forward Fund is a known opportunity for capital improvements in the nonprofit sector. However, when creating another aspect to expand the program, he doesn't want it to be driven by a public arts program. He is okay with increasing staff or paying to use other resources. In response to Ms. Drury, Mr. Evans said that the Forward Fund Planning Grant was dropped to focus on implementing projects. However, there could be a combination of the two aspects to avoid a full second application process. Mr. Peralta suggested starting a public realm program on CRA owned property to prove a concept and then move out of the MXD. Mr. Bator said this is Kendall-centric. Ms. Born said that it's okay to give back to the location where the money has been generated. Mr. Bator feels strongly about the humanitarian aspect. Ms. Drury would welcome opportunities, like the media lab renovations, that connect kids outside of the Kendall "bubble." In response to Ms. Drury, Mr. Evans said that the wording on the City's Percent for Art program is vague. Mr. Evans added that there are also public realm construction projects done by others that do not trigger the art program. Ms. Born said that there is room for public art in the Forward Fund. There was a discussion about the Arts Council process. Mr. Peralta said that he wants to research similar City programs, meet with the Non-Profit Coalition, and the Small Business Association to inform them of the program, as well as analyze some of the takeaways from the conferences that he and Mr. Zogg attended this year. Mr. Zevin suggested investigating parcels where the CRA could help with a small monetary intervention to jumpstart a stalled rehab project. Mr. Bator suggested filling in the money gap when CDBG funds can't provide money for planning in the affordable housing world.

6. Discussion: Future CRA Economic Development Programs

- **Small Business / Retail Loan Fund**
- **Workforce Development / Kendall Job Connection Program**

Mr. Evans said that this is another topic about potential economic development programs that the CRA might want to investigate further. He had hoped to write two documents but only got to the first one.

Staff has been looking into whether the CRA should do some local investments through a lending program. Mr. Evans did some research regarding small business loans with a focus on retail opportunities. The City also released a report from a consultant hired to do an analysis study of the retail environment in Cambridge. The general conclusion of the report is that Cambridge is in a good position with respect to retail but there are some procedural challenges to sustaining a retail business in Cambridge. The report mentioned the need to improve access to capital. The City has a successful grant program through CDGB funds but there are limits since the funds are for small dollar amounts, have geographic limits, and are mostly for façade improvements. The CD runs a small business assistance program that helps with marketing and technical assistance, also funded by CDBG, but in order to get access to these funds, a business needs an accessible store-front. The City now has a universal access program.

Mr. Evans said that there are different structures for retail loan programs around the country with most of them having bank partnerships. Mr. Evans said that a loan program takes a lot of work and for a longer period of time than a grant program. He has spoken to banks for potential partnerships and has come up with three different structures. The first is a fee for service structure where the CRA could hire bank services to loan CRA money. However, a bank needs to follow their own rules which aren't necessarily CRA rules for lending. That being said, LISC does something similar with their Northeastern program, although LISC isn't a bank. Another concept would be if CRA money were used like a second mortgage so that the entity seeking a loan can get to the 20-35% down payment barrier to get a bank loan. A third model would be for the CRA to act as a cosigner to a bank loan.

This concept would function as an investment program with risk. There seems to be an interest from local financial organizations to continue the conversation but it will take a lot of work to create such a program. There could also be a consortium of local banks that might want to help. Mr. Bator suggested contacting Capital One. He also suggested that the Board be approached if personnel capacity is a barrier. Mr. Evans said that in addition to the "capacity" question, he would like the Board to address the "direction" question. Mr. Evans said that answers to the questions at the end of his memo will help staff create the right program. Ms. Born noted that the program could have a physical goal of making better places, better retail corridors, improving neighborhoods, or adding life to degraded storefronts. The program could alternatively have a social goal by enabling individuals to be successful at building businesses. Mr. Evans said that Cambridge doesn't need to fill retail spaces because the retail vacancy is about 5% which is normal turnover. The focus should be on new startups or preservation of existing businesses by giving small businesses a one-time access to capital. There was a discussion of various retail areas. Ms. Born said that the retail entity should either serve the everyday needs of the community or attract other people to shop at neighboring establishments. Mr. Evans said that rather than targeting a geographic area, the focus could target a specific type of investment such as fire protection or energy conservation. Ms. Kathryn Madden said that supporting and sustaining business as the surrounding community changes is a need. She added that investing in the façade and infrastructure benefits the property owner not necessarily the business itself. Mr. Evans said that it is easier to target the retention of existing businesses rather than the development of new businesses since there would not be an issue with permitting. Mr. Evans explained that the CRA would seek a community reinvestment banking partner to screen the loan requests. Mr. Bator said that the CRA would be expanding the universe that would have access to small business loans. Ms. Drury suggested having a goal of making places livable and walkable. Mr. Evans suggested a scoring system for requests before they move to the finance institution. Mr. Evans said that this is not something that can be done instantly but asked the Board for ideas on the scoring.

Mr. Evans changed the subject to the status of the workforce development front. Staff is researching where there are gaps in City and State programs in the nonprofit center where the CRA could make an impact. This issue is very Kendall focused. Rather than waiting for the Foundry, the CRA is looking at this now. This also came up in the Volpe discussions. After speaking with the City Human Services Department and KSA leadership, there is a bridge to be built between City programs, the employment base of Kendall Square, and a real interest of businesses to find better connections with the local neighborhood. Mr. Evans would like to invest in consulting and neighborhood outreach to understand the relationship between the entry

points into Kendall Square businesses and a job training program. This has been discussed with Just-A-Start (JAS) who has recently expanded their biomedical career program. Ms. Madden said that the Kendall Square businesses that are doing the hiring don't have time to find the programs. Mr. Evans said that the KSA does not have financial resources to make this happen. Mr. Evans suggested that the CRA seed fund this program. Mr. Bator suggested these businesses connect with the high schools. There was a discussion on that topic. Mr. Evans noted that that many of the high school students are in a better situation than many adults, including the Just-A-Start target community that needed to be reskilled.

The Board agreed that this effort should be investigated more by the CRA.

7. Discussion: 2018 Budget

Mr. Evans said that there are four main budget categories. The draft budget shows two years of actual income/expenses against the respective year's budget. The middle two columns are also in the monthly financial report. The bright yellow is a draft budget proposal for 2018.

The year 2017 was a good year for the CRA regarding revenue. The main revenue in 2018, assumes that 88 Ames Street will reach occupancy which triggers ten years of annual funding of \$431,000 from Boston Properties. The other 2018 revenue is a \$255,000 grant from the Community Preservation Act which would be used towards the external façade renovation work at 105 Windsor Street. It is undecided if the exterior work will be done immediately or wait until the interior is designed so that all the work could be done together. The former approach is more likely. The money might be released through a reimbursement grant. Due to Veolia tearing up the Grand Junction Park, the CRA expects to be reimbursed for the work needed to repair the property. A small source of income will be generated from the food truck rental program. There will be less land access fees in 2018 as the use of the Sixth Street Walkway will not be allowed for construction staging since there will be a new bike path and a better park space will be created. A substantial amount of income will be generated from dividends and interest from the investments with Morgan Stanley and Cambridge Trust. The Ames Street project and the investment income can sustain the CRA's basic operating expenses.

Mr. Evans then spoke about the expenses. Personnel expenses have grown over the years. Last year, the CRA did not reach the 2017 budgeted employment amount since it took longer than expected to hire a new planner. The Cambridge Retirement System (CRS) amount is an estimate since its calculation is based on the CRA's percentage of personnel increase, the age of the participants, and a relation to the percentage of CRA personnel to the overall number of total CRS participants. Office expenses are a significant part of the overall expenses due to rent. This is the last year of the lease in the current office space. The lease has had a one percent escalation every year. The hope is for rent to decrease in the future so the office space for 2018 will be higher than following years. A new updated VOIP phone system might be purchased and tied into the move. The largest variables in the budget are the expenses for professional services which depend on the planned projects. Most of the professional expenses for 2017 have been legal fees with the Foundry and transportation planning for the Binney Streetscape design work. There will be an ongoing transportation planning responsibility through the MEPA obligation to do a traffic report which is being defined with the City. Staff has finally written a scope for hiring an archivist which will hopefully help limit the amount of papers that need to be moved and stored. The planning and policy line item is for a consultant to help create some of the economic development programs discussed tonight. There might also be a need for hiring a real estate finance consultant to evaluate other properties within the City. The legal expenses are optimistically expected to be less once the Foundry documents are finalized. There is a desire to design a plan for the public realm "mock up area" by coordinating multiple property owners on Parcel 3 of the Kendall Square Urban Renewal Area. On Windsor Street, there is a need for some engineering design consultation for specs on the façade renovation since CPA funds cannot be used for design work. In addition, an owner's rep might be hired to help manage the contractor's work on behalf of the CRA.

In the last category of redevelopment investments, the number will change from \$210,000 to \$255,000 for the Windsor Street renovation since none of this money can be used for design. The Forward Fund amount is a place holder. The \$2 million dollar payment to the City for the soft costs for the Foundry is scheduled to occur in September when the City appropriates the rest of the capital.

A fully flushed out budget will come back to the Board for approval in December.

8. Update: Monthly Staff Report

Mr. Evans added pictures to the staff report to make it more interesting.

The CRA audit is dependent on the audit of the Cambridge Retirement System (CRS). Unless the CRA changes its fiscal year to match that of the CRS, this 11-month time delay will be the norm. There is the option to change the fiscal year. Mr. Evans noted that the CRA posts financial reports on a monthly basis. A consulting company, Achieve Mission, was hired to help define personnel organizational structure so there is a clear succession plan for all levels. All staff members have enrolled in the Gallup Strength Finder program and evaluation.

Parcel 6 had a wonderful My Totem unveiling celebratory event with the Community Arts Center and their students. Unfortunately, the Christmas tree vendor fell through. Mr. Peralta may be able to extend the food truck season if the weather holds out. The staff report showed a picture of the trench that was carved through the Grand Junction Park by Veolia. The one benefit of the work will be a slightly larger park because the fence will be moved closer to the property line. There have been lots of conversations about the path and the transit corridor. There is a growing coalition in the City and with regional partners to ensure that the path continues from Somerville to Boston. The CRA is working on finalizing the Just-A-Start loan which will hopefully be done by December. Regarding 105 Windsor Street, there is interest in moving forward with the exterior renovations. There have also been conversations with the Port Leaders, primarily Margaret Fuller House, Tutoring Plus, and the Community Arts Center, about helping them with a community planning process to decide what to do. Mr. Evans expects the Broad to come back to the Board in December to discuss some revised plans for their DNATrium on Main Street. The 25% design documents for the Binney streetscape design are in first draft. The goal is to give this to Boston Properties by the end of the year in order for them to complete the design which will then allow them to occupy the Akamai building. Boston Properties will soon be making a substantial investment in the Sixth Street Walkway area so construction staging will no longer be allowed in this area. Boston Properties is producing 75% design documents. The lighting plan is being reevaluated since new light poles and bases could negatively affect the trees roots. The Walkway would most likely need to be closed when the new bike path is installed so construction might wait until Ames Street is opened up. Boston Properties will be coming to the Board for temporary signage for a leasing center at 90 Broadway.

Since public discussions of real estate negotiations is disadvantageous in an open setting, the Board will now vote to go into executive session. A motion was made and seconded to convene in executive session for the purpose of discussing revisions to the 50-year lease of the Foundry Building at 101 Rogers Street from the City of Cambridge, to facilitate the redevelopment of the Foundry building through the Foundry Demonstration Project Plan. The Board has concluded all of the business set forth on the regular agenda so the Board will not reconvene in open session thereafter.

A role call was taken.

Mr. Zevin –yes

Ms. Born – yes

Ms. Drury – yes

Mr. Bator – yes

Mr. Crawford was absent.

Before anyone left, Mr. Evans said that a current Board member has a meeting conflict on the third Wednesday of every month. Five years ago, it was decided that the third Wednesday wouldn't conflict with the East Cambridge Planning Team's second and fourth Wednesday of the month meetings. The first Wednesday might be possible if the room is available. The Board will discuss this more at the next meeting. The Board did not want to change the time of the meeting.

The Board went into executive session at 9:06pm.

Executive Session of CRA Regular Meeting
Cambridge Redevelopment Authority

November 15, 2017
Robert Healy Public Safety Center / Cambridge Police Station
125 Sixth Street
Community Room

APPROVED EXECUTIVE SESSION MEETING MINUTES

Board Members In Attendance: Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 9:15 PM, after the close of the Regular Meeting of the CRA Board.

Executive Director Tom Evans presented the Board with the draft Foundry Cooperation Agreement and the Lease Amendment with the City. Mr. Evans outlined the structure of the documents noting that the Cooperation Agreement establishes the roles in the redevelopment process and the terms of project cost sharing, primarily in the design and construction phase. The lease is modified to replace the Development Entity concept with that of a building operator. The Lease Amendment also revises the explanation of the physical redevelopment process to be consistent with the Demonstration Plan and the Cooperation Agreement. Remaining issues under discussion are details of distribution of any construction cost savings, terms of CRA building occupancy, responsibilities for oversight, and ongoing project management costs for the CRA.

Ms. Madden reiterated that the CRA staff and legal team have been making good progress on completing these governing documents. The Lease will be brought before the CRA Board for approval, which is a prerequisite for issuing an Operator RFP.

The Board discussed the roles for the CRA and City in the redevelopment project, reinforcing their support for the Foundry project and the collaboration with the City, while also emphasizing their interest in protecting the long-term interests of the CRA.

Meeting adjourned at 9:40 PM.

LEASE AGREEMENT

by and between

THE CITY OF CAMBRIDGE

as Landlord

and

CAMBRIDGE REDEVELOPMENT AUTHORITY

as Tenant

with respect to the property known as

the Foundry Building

at 101 Rogers Street, Cambridge, MA

Dated as of

JULY 13, 2015

Amended on:

_____, ~~2015~~2017

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<u>DEED</u> EXHIBIT 3	

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into as of this 13th day of July 2015 and amended this ___ day of _____ 2015, December 2017, (“Amended Lease”) by and between **the City of Cambridge**, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a usual place of business at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the “**Landlord**” or “**City**”), and **the Cambridge Redevelopment Authority**, a public body politic and corporate in the City of Cambridge, constituted under M.G.L. c. 121B, § 4 (the “**Tenant**” or “**CRA**”). Landlord and Tenant may hereinafter be collectively referred to as the “**Parties.**”

Intending to be legally bound, Landlord and Tenant agree as set forth below:

Landlord and Tenant hereby agree to this Lease of the City-owned Foundry Building at 101 Rogers Street. The goal of this Lease will be to implement the vision, objectives and conditions developed through extensive community and Cambridge City Council input, as formally set forth in the Demonstration Project Plan for the Property adopted by the CRA on December 17, 2014 and approved by the City Council on May 4, 2015, and amended on September 13, 2017 and September 25, 2017 respectively (the “Demonstration Plan”). A copy of the ~~approved~~-Demonstration ~~Project~~-Plan is attached as an exhibit to Exhibit 1, the Cooperation Agreement. Subject to the oversight of the City as set forth in this Lease, the CRA will serve as the steward of the Property and, in particular, the community uses and programming within the Foundry.

1. PROPERTY

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and subject to and with the benefit of the terms, covenants, conditions, agreements and provisions hereof, two certain parcels of land, together with all improvements thereon, more particularly described in a deed from ARE-MA Region No. 32, LLC and ARE-MA Region No. 35, LLC to the City of Cambridge dated January 9, 2012 and recorded with the Middlesex South District Registry of Deeds in Book 58257, Page 379, a copy of which is incorporated as **Exhibit 2** attached hereto and made part hereof, located at 101 Rogers Street and 180 Bent Street in Cambridge, Middlesex County, Massachusetts, together with rights of ingress and egress thereto (the “**Property**”).

2. USE OF TERMS

The following terms shall have the following definitions:

Advisory Committee - A seven (7) person Committee created by the City Manager in consultation with the CRA’s Executive Director.

Agreement for Short Term Occupancy – An agreement by a subtenant to occupy a portion of the Property for a term of less than one year.

City Manager - The City Manager of the City of Cambridge.

Governing Documents - The Lease, the Demonstration ~~Project~~ Plan, the Disposition Report, the Cooperation Agreement and such other documents related to the use of the Property, all as agreed upon by Landlord and Tenant.

Selection Process - The multi-stage process by which Tenant, subject to the approval of the City Manager, will select the ~~Development Entity~~ Operator.

Sublease – An agreement by a subtenant to occupy a portion of the Property for a term greater than one year.

~~Development Entity~~ Operator - A private ~~developer~~ entity, non-profit organization, or a joint venture of multiple parties capable of fulfilling the ~~redevelopment~~ building management and programmatic goals for the Property. The Operator, with the consent of the Landlord, may be a subtenant of the Property.

Program - The mix of uses of the Property, which shall be consistent with the Governing Documents.

~~Sublease – An agreement between Tenant and a Development Entity to implement the redevelopment and management of the Property into a productive, innovative mixed-use center.~~

Operator Agreement – The Agreement – whether in the form of a service contract, sublease, or other contract – between the Tenant and Operator, with the consent of the Landlord, pursuant to which the Operator will manage and/or occupy all or a portion of the Property.

3. LEASE TERM AND ~~PRE-SUBLEASE~~ PRE-LEASE TERM

3.1 ~~Pre-Sublease~~ Pre-lease Term. The period after the execution of this Lease but prior to ~~the execution of the Sublease shall be the “Pre-Sublease Term.”~~ The issuance of the certificate of occupancy shall be the “Pre-lease Term.” The Landlord shall conduct capital improvements consistent with the terms of the Cooperation Agreement during the Pre-lease Term. The Tenant shall conduct the Selection Process, as defined in Section 4.3 below, leading to the selection of the ~~Development Entity~~ Operator, subject to the review and approval of the City Manager during the ~~Pre-Sublease~~ Pre-lease Term. The ~~Pre-Sublease~~ Pre-lease Term is estimated to continue for not longer than ~~twelve~~ thirty six (~~12~~ 36) months and may be extended by mutual agreement of Landlord and Tenant.

3.2 Lease Term. The term of this Lease (the “Lease Term”) shall commence upon execution of this Lease and shall end fifty (50) years after ~~execution of the Sublease~~ issuance of the certificate of occupancy of the Property.

3.3 Contingency. The Parties hereby expressly acknowledge and agree that Landlord’s obligations and Tenant’s rights hereunder are contingent upon Tenant entering into ~~a Sublease with a Development Entity consistent with the terms of this Lease in every respect.~~ In the event the Sublease is not executed an agreement with an Operator, and the Landlord performing the capital improvements. In the event the these activities are not completed within three (3) years of

the execution of this Lease (or such longer period as may be extended by mutual agreement of Landlord and Tenant) this Lease shall be void and of no further force or effect.

3.4 End of Lease Term. If Landlord so elects, at the expiration or sooner termination of the Lease, all improvements shall be surrendered to Landlord in a reasonable condition to be determined by the Landlord.

4. **SELECTION OF ~~DEVELOPMENT ENTITY~~ OPERATOR**

4.1 Proposals. The Tenant shall seek proposals for the ~~redevelopment~~management, operations and programming of the Property from prospective ~~development entities~~Operators.

4.2 Schedule. Landlord and Tenant agree to pursue the Selection Process consistent with the schedule set forth in the Cooperation Agreement, Exhibit 31 and acknowledge that it is expected that the Property will be substantially occupied not later than three years after commencement of the Lease Term.

4.3 Selection Process. Tenant's selection of the ~~Development Entity~~Operator shall follow a ~~multi-stage process consisting of a Request for Qualifications ("RFQ") to determine a short list of qualified entities ("Proponents") and a Request for Proposals ("RFP") to fully develop proposals for evaluation and selection of the Development Entity. The determination of Proponents and the selection of a Development Entity are both~~procurement process consistent with the Cooperation Agreement, Exhibit 1. The selection of an Operator is subject to the approval of the City Manager.

~~RFQ. The RFQ will provide a broad array of prospective Proponents with an opportunity to propose an overall reuse concept for the Property. If Tenant receives sufficient responses in alignment with the Governing Documents and elects to proceed with the proposal process, the second stage of the solicitation will proceed through a limited solicitation RFP to be distributed to the Proponents. In coordination with the release of the RFQ, Tenant will organize at least one public pre-bidding event to invite developers, program providers, and potential tenants to form connections and potential partnerships capable of delivering an innovative mix of uses in the Property.~~

~~RFP. The RFP will be distributed to the Proponents and will center on selecting a feasible concept for the Property that includes the selection of an implementation team with appropriate development and management capacity to rebuild and populate the Property. Tenant will solicit proposals for the Property's reuse as specified in and consistent with the Governing Documents (the "Proposals"). Tenant shall host at least one televised public presentation (on Cambridge Public Access TV) of the final Proposals from the Proponents at least two (2) weeks before the selection of the Development Entity by the Tenant.~~

4.4 Program. Proposals shall be required to comply with minimum and maximum programmatic requirements as determined by the Parties ~~after evaluation of the RFQ responses.~~

4.5 Selection Criteria. Tenant will evaluate ~~the Proposals~~proposals from prospective Operators according to the objectives for the Property set forth in the Governing Documents. Such objectives shall be specifically referenced in the ~~RFP~~Selection Process; provided, however, that ~~Proposals that~~prospective Operators shall demonstrate ~~delivery of~~their ability to deliver a Program

with community-oriented uses significantly greater than the 10,000 square feet minimum required by the Cambridge Zoning Ordinance ~~and that include the productive use of as much of the Property as possible shall be considered highly advantageous in the Selection Process.~~__

Other factors in the Selection Process shall include, without limitation, the ~~strength of financing,~~ ~~the~~ quality and experience of the proposed Proponent Operator, the mix of proposed uses as they relate to the objectives laid out in the Governing Documents, ~~the conceptual building design, the approach to environmental issues, proposed schedule,~~ and the capacity of the proposed Proponent Operator to undertake both the ~~development and operations~~ management and programming of the Property over the long term.

5. SUBLEASE OCCUPANCY AND OPERATIONS

5.1 Sublease Authorization. Tenant shall be authorized to execute ~~the Sublease with the Development Entity; provided, however, that Tenant reserves the right not to select a Development Entity if no acceptable Proposals are received. The terms of any Sublease entered into with the Development Entity shall be subject to the prior review and written~~ Subleases and Agreements for Short Term Occupancy with subtenants consistent with the Governing Documents. The Tenant may delegate this authorization to the Operator subject to protocols, to be approved by Landlord and Tenant, that are consistent with the Governing Documents. These protocols will, *inter alia*, define a space limit – expressed either as absolute square footage or as a percentage of rentable space – above which Subleases and Agreements for Short Term Occupancy require Tenant review and approval ~~of the City Manager.~~

~~5.2 Sublease Term. The term of the Sublease shall be up to the duration of the Lease Term (the “Sublease Term”) and shall be subject to the terms of the Governing Documents, the requirements of the RFP, and the Proposal. The Tenant may, with the City Manager’s written approval, negotiate modifications of the elements of the Proposal; provided, however, that any such revision shall not be inconsistent with the requirements and goals of the Governing Documents.~~

~~5.35.2 Tenant Office Space Right to Occupy. Tenant shall have the right to occupy up to 2,000 net square feet within the Property for its own corporate purposes and for which it shall pay rent in accordance with Section 6.56.4 below as if Tenant were a tenant of the Development Entity Property at market rate.-~~

~~5.45.3 Performance Measures. The Sublease Operator shall maximize the benefits to the community from the redevelopment and use of the Property while maintaining the financial sustainability of the Property. The Sublease Operator Agreement will include performance measures and reporting requirements that comply with the Governing Documents.~~

~~5.55.4 Continuous Operation. The Sublease Operator Agreement shall require the Development Entity Operator to use its best efforts to keep the Property continuously occupied during the Sublease Lease Term.~~

~~5.65.5 Permits. The Sublease shall require the Development Entity to Landlord shall obtain at its expense any and all permits and/or licenses required by federal, state, and local laws, rules and~~

regulations for the redevelopment ~~and of the Property~~. The Operator Agreement shall require the Operator to obtain at its expense any and all permits and/or licenses required by federal, state, and local laws, rules and regulations for the operation of the Property.

~~5.7.5.6 Insurance.~~ Tenant shall require the ~~Development Entity~~Operator and all designers, contractors, operators and tenants of the Property to carry reasonable levels of insurance naming the Tenant and the Landlord as additional insureds in amounts and coverages to be approved by both the Tenant and the Landlord.

~~5.8 Ten-Year Sublease Rent Evaluation.~~ ~~The Sublease shall provide that, at each ten-year anniversary of the Sublease Term, the amount of Rent (discussed below in Section 6.5) owed under the Sublease shall be subject to renegotiation based on the then-prevailing rents in the Greater Boston area for the uses comprising the Program. In the event that Tenant and the Development Entity are unable to agree on the adjustments to the Rent, such adjustments shall be submitted to an independent appraisal process to be set forth in the Sublease.~~

~~5.9.5.8 Remedies.~~ The Sublease Operator Agreement shall provide remedies for Landlord and/or Tenant if the Property is not ~~redeveloped~~managed and operated in accordance with the Governing Documents, including termination or modification of the ~~Sublease, injunction~~Operator Agreement, injunctive relief, and reimbursement for expenses and attorneys' fees associated with remedies under the Sublease Operator Agreement.

6. FINANCIAL RESPONSIBILITIES

~~6.1 Landlord's Capital Improvements.~~ ~~Landlord's Capital Improvements shall mean improvements determined by the Landlord, in consultation with the Tenant, to be necessary and appropriate for the use of the Property in compliance with all applicable federal, state, and local laws, rules and regulations. The Cambridge City Council has appropriated six million dollars (\$6,000,000.00) for Landlord's Capital Improvements to a dedicated Landlord's Capital Improvements Fund (separate from the "Capital Reserve Fund" described in Section 6.2 below), and Landlord shall expend substantially all of such amount during the Pre-Sublease Term and the first ten (10) years of the Lease Term. The Landlord and Tenant may confer with the Development Entity, as appropriate, regarding the Landlord's Capital Improvements.~~

~~6.2.6.1 Reserve Funds.~~ Tenant shall, ~~in the Sublease, create the following Reserve Accounts: (a) a fund dedicated by the Tenant to investment during the Lease Term in the Property's ongoing building operations and programming goals as specified in and~~ create the Reserve Funds consistent with the ~~Governing Documents (the "Operating Reserve Fund"); and (b) a fund by the Tenant dedicated to investment during the Lease Term in the Property's capital maintenance as specified in and consistent with the Governing Documents (the "Capital Reserve Fund")~~Cooperation Agreement. - At each ten-year anniversary of the Lease Term, the amount in the Reserve Accounts shall be reviewed by the Parties, and may be adjusted based on the then-prevailing best professional practice. Excess funds not anticipated to be needed at the conclusion of such review at such time may be returned to the City and to the CRA to recoup the initial investments and pre-development costs of each Party or deposited in the Reserve Funds as agreed by the Parties. Any such recoupment of the initial funds shall be paid to the Parties in proportions based upon each

Party's initial investment. Any money that remains in the Reserve ~~Accounts~~Funds at the end of the Lease Term shall be paid in its entirety to the City.

~~6.3~~6.2 Tenant's Funds. Prior to the commencement of the ~~Sublease~~Lease Term, Tenant shall pay two million dollars (\$2,000,000.00) to establish the Reserve Funds and shall allocate such portion of the two million dollars to the Operating Reserve Fund and Capital Reserve Fund in amounts to be agreed upon by Landlord and Tenant, the entirety of which shall be spent during the Lease Term.

~~6.4~~6.3 Additional Financing. Tenant shall endeavor, with support from Landlord, to secure additional financial resources for the redevelopment of the Property and the Program, such as tax credits, state financing, tax agreements, grants, charitable donations, development fees of other properties, and other sources of capital.

~~6.5~~6.4 Rent. Tenant ~~shall not pay rent to Landlord,~~ insofar as it shall elect to exercise its Right to Occupy as defined in Section 5.2, shall pay market rate rent, which shall be paid into the Operating Reserve Fund as if Tenant were a comparable market rate tenant of the Property. Tenant shall be authorized to set rental rates ("Rent") with the ~~Development Entity~~Operator and/or other sub-tenants according to the Program and the Governing Documents. ~~Rent charged during the initial 10-year term owed to the Tenant under the~~ Tenant and Landlord shall periodically review rental rates for Subleases within a period consistent with the expiration of the applicable Sublease ~~shall~~term, not to be lower than that established by an independent appraisal commissioned by Tenant, ~~but portions or, upon approval by the City Manager, based on an appraisal conducted by the City's Director of the Board of Assessors.~~ Portions of the Rent may be offset by certain capital improvements or programmatic measures provided by the ~~Development Entity~~Operator with approval from the City Manager. Any revenue received by Tenant from the Property shall be: (a) used to provide support for the Program; (b) used for additional improvements to the Property to support the Program; or (c) deposited in the Reserve Funds.

~~6.6~~6.5 Real Estate Taxes. No real estate taxes shall be owed on the Property ~~during prior to~~ the ~~Pre-Sublease~~Pre-Lease Term. During the ~~Sublease~~Lease Term, the ~~Development Entity and any entity claiming through the Development Entity~~Tenant and the Operator shall be responsible to pay such taxes on the ~~portion of the~~ Property, as are due and payable pursuant to law.

~~6.7~~6.6 Utilities. Landlord shall be responsible for the payment of all utilities charges during the ~~Pre-Sublease~~Pre-Lease Term. Tenant shall be responsible for payment of all utilities charges during the ~~Sublease~~Lease Term and shall be authorized to enter an agreement with the ~~Development Entity~~Operator for the payment of utility charges.

~~6.8~~6.7 Audit. The operations and finances of the Property, including but not limited to the use of Rent and the Reserve Funds, shall be subject to annual audit by Tenant and, upon request, by Landlord and/or its designees.

6.8 Reimbursement of Management Costs. The Tenant shall be entitled to reimbursement from the Operating Reserve Fund for reasonable costs of time and materials spent on managing the Property, including but not limited to the responsibilities outlined in Sections 5.1, 6.1, 6.4, 6.7, 7.1, 7.2, and 7.3, as well as any responsibilities taken on temporarily from the Operator.

consistent with the Governing Documents, to such extent that Operator is unable to discharge such responsibilities. Tenant shall prepare a report for Landlord detailing all reimbursements to Tenant for management costs for Landlord review and approval on a quarterly basis.

6.9 Costs and Expenses. Tenant and Landlord shall each bear its own costs in connection with the negotiation of the Governing Documents and the ~~Sublease~~Lease.

7. CONSTRUCTION AND ONGOING MANAGEMENT RESPONSIBILITIES

~~7.1 Construction Management. Tenant shall hire or otherwise retain, subject to the approval of the City Manager, an owner's representative to oversee each stage of the Property's redevelopment.~~

~~7.2~~7.1 Improvements and Modifications, Review. Except for those improvements which the Landlord has completed pursuant to the Cooperation Agreement, the Tenant shall ensure that improvements and modifications to the Property are designed in compliance with all applicable federal, state, and local laws, rules and regulations. The City Manager, with recommendations from the Cambridge Redevelopment Authority Board, shall approve all structural and all permanent capital improvements and modifications to the Property, including the installation of solar panels. Landlord and Tenant shall coordinate major improvement activity with the Cambridge Department of Public Works.

~~7.3~~7.2 Repairs and Maintenance. Landlord shall be responsible for maintenance of the Property during the Pre-lease Term. Tenant shall maintain the Property in good condition and repair, reasonable wear and tear excepted, from the beginning of the ~~Sublease~~Lease Term through the end of the Lease Term, and shall be authorized to transfer this obligation to the ~~Development Entity in the Sublease.~~ Expenses for maintenance during the Lease Term may be paid out of the Capital Reserve Fund. ~~Landlord shall be responsible for maintenance of the Property during the Pre-Sublease Term. Tenant may request that Landlord undertake specific capital improvements as part of the Landlord's Capital Improvements during the Pre-Sublease Term or Lease Term.~~Operator.

~~7.4~~7.3 Oversight. Tenant shall play an active management role in overseeing operations at the Property consistent with the Governing Documents, ~~with an emphasis on~~ and this Lease, including but not limited to oversight of the Operator's adherence to the Operator Agreement, emphasizing community uses and public programming of shared spaces.

~~7.5~~7.4 Advisory Committee. The City Manager shall create and sustain the Advisory Committee in consultation with Tenant's Executive Director in accordance with the Governing Documents. The Advisory Committee shall conduct its affairs and carry out its mission in accordance with the Governing Documents.

8. **INSURANCE, WAIVER OF SUBROGATION**

8.1 Insurance.

(a) ~~Pre-Sublease~~Pre-lease Term Liability. During the ~~Pre-Sublease~~Pre-lease Term, as between the Parties, liability for the Property shall be with the Landlord. Tenant shall be under no obligation to insure the Property during the ~~Pre-Sublease~~Pre-lease Term.

(b) Personal Property. Tenant agrees that all risks during the Lease Term (including that of fire or other casualty, theft or other harm, damage or loss) to Tenant's Personal Property, including the loss of use of the same, shall be borne solely by Tenant. As used herein, Personal Property includes, but is not limited to, all of Tenant's tangible and intangible goods and accounts, inventory, merchandise, furniture, fixtures, equipment (including computer equipment and any data stored thereon) and systems.

(c) Insurance. Tenant shall require the ~~Development Entity~~Operator to maintain in full force and effect during the ~~Sublease~~Lease Term the following types of insurance:

1. General Liability Insurance. General liability insurance (including contractual and personal injury liability insurance) in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by Landlord and Tenant from time to time).

2. Automobile Liability. For any vehicles used by the ~~Development Entity~~Operator in Foundry-related business, automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident.

3. Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.

4. Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$10,000,000 per occurrence. Umbrella liability coverage is to be in excess of the general liability, automobile liability and employers' liability requirements outlined above and such requirement shall be subject to reasonable modification based on market changes and insurance coverage standards generally applicable to commercial real estate similar in type, use and location as the Property.

~~5. Environmental Liability Insurance. A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the Landlord for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by Landlord but discovered during the redevelopment process or operation of the Property (and subject to approval by the Landlord) for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate and a maximum deductible or self-insured retention of \$25,000.~~

6. Property Insurance. Insurance against loss or damage resulting to the Property including fire, theft or other damage in an amount not less than the replacement value of the Property. The Tenant and the ~~Development Entity~~Operator shall consult with and obtain approval from the Landlord regarding the coverage amount of this policy.

7. Additional Provisions. The liability coverage in the insurance policies required in Section 8.1(c) above shall name Tenant and Landlord ~~Parties~~ as additional insureds except in the workers compensation policy. All insurance policies required in Section 8.1(c) above shall be issued by companies authorized to do business in Massachusetts with an A.M. Best's financial rating of A- or better and a size class rating of X (10) or larger or otherwise acceptable to Landlord and all such policies shall include a provision waiving the insurer's rights to subrogation against the Landlord. Tenant shall deposit with Landlord a certified copy of the insurance binder (countersigned by the insurer) or evidence of insurance (in ACORD Form 28) or other proof satisfactory to Landlord for each of the insurance policies that the ~~Development Entity is~~ Operator and all tenants are required to carry in compliance with its obligations under the ~~Sublease~~ sublease. Such insurance policies shall contain a provision that the insurer will not cancel or refuse to renew the policy, without first giving at least thirty (30) days prior written notice to Landlord. ~~The Sublease~~ All subleases shall provide that failure to obtain and maintain the required insurance and failure to remedy such within ten (10) Business Days after written notice by ~~Landlord or~~ Tenant shall constitute an Event of Default under the Sublease.

8.2 Insurance During Construction. During the performance of any construction by Tenant or the ~~Development Entity~~ Operator on the Property, in addition to the above coverage required to be maintained by Tenant, Tenant shall require that the ~~Development Entity~~ Operator cause the general contractor performing the work to carry: (a) commercial general liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be determined by Landlord from time to time); ~~and~~ (b) automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident; (c) ~~a pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the Landlord for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by Landlord but discovered during the redevelopment process or operation of the Property and subject to approval by the Landlord for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate with a maximum deductible or self-insured retention of \$25,000;~~ (d) the statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements to protect Landlord's interest and that of Tenant, contractors and subcontractors during the course of the construction; and (e) builder risk coverage against loss or damage on all work caused to be performed by the ~~Development Entity~~ Operator in an amount equal to the value of the total replacement costs of the completed improvements to be made to the Property, plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project on site on a replacement cost basis without optional deductibles. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood,

windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and expenses and Tenant's loss of use in a mutually agreed upon amount, required as a result of an insured loss. This policy and/or installation floater shall include transportation and stored materials coverage in an amount equal to the value of the stored materials at the project site only as required below. Such contractor insurance policies shall name the Landlord as an additional insured on a primary non-contributing basis.

8.3 Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in full force and effect only to the extent permitted by law and only to the extent that the cost of repairing such damage is covered by insurance or would have been covered by insurance proceeds payable under any policy (including the deductible and/or uninsured portion thereof) required to be maintained under this Lease, but not so maintained. Each policy of such insurance shall contain a waiver of subrogation by insurer against Landlord or Tenant, as the case may be.

9. USE OF PROPERTY

Tenant covenants and agrees to use and occupy the Property, as permitted by law, for the redevelopment and management of the Property into a productive, innovative mixed-use center consistent with the Governing Documents. Tenant shall not use or permit any use of the Property which creates any safety or environmental hazard, or which would be dangerous to the Property, the users of the Property or any third-party.

10. INDEMNIFICATION

Except to the extent caused by the gross negligence or willful misconduct of Landlord and/or its agents, representatives, contractors or employees, Tenant covenants and agrees to exonerate, indemnify, defend, protect and save Landlord harmless from and against any and all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of: (i) any accident, injury or damage occurring in or about the Property causing injury to persons or damage to property; and (ii) the failure of Tenant to fully and faithfully perform the obligations and observe the conditions of this Lease. The obligations of the Parties pursuant to this Section 10 shall survive the expiration or earlier termination of the Lease.

11. FIRE OR OTHER CASUALTY

11.1 Event of Casualty. For the purposes of this section, "Event of Casualty" shall be defined as damage to or destruction of the Property caused by fire or other casualty, or any such damage to or destruction of the Property necessary to provide normal services and access to the Property. If an Event of Casualty occurs, Landlord, after receipt of written notice thereof from Tenant, shall undertake to make repairs and restorations with reasonable diligence, unless this Lease has been terminated by Landlord or Tenant as hereinafter. If: (i) in Landlord's sole judgment, the damage

is of such nature or extent that more than one hundred eighty (180) days following the occurrence of the casualty would be required to repair and restore the Property as the case may be; or (ii) in Landlord's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Property, as the case may be; or (iii) less than one (1) year remains on the then current Lease Term, Landlord shall so advise Tenant within thirty (30) days after the Event of Casualty (the "Landlord's Notice of Casualty"), and either Party shall have thirty (30) days after receipt of Landlord's Notice of Casualty to terminate this Lease by written notice to the other. If either Party elects to terminate this Lease in the case described in clauses (i), (ii) or (iii) above, then the Lease Term shall expire as of the date of the Event of Casualty, and Tenant shall vacate the Property and surrender the same to Landlord in accordance with the terms of this Lease.

11.2 Repair and Restoration. If an Event of Casualty occurs, provided this Lease is not terminated pursuant to the terms of Section 13.1, and sufficient casualty insurance proceeds are available for application to such repair and restoration, Landlord shall proceed diligently to repair and restore the Property to substantially the same condition prior to the Event of Casualty, ~~and Rent shall equitably abate until the Property and the portions of the Building providing necessary service and access to the Property are restored.~~

11.3 Validity and Effect. The validity and effect of this Lease shall not be impaired in any way by the failure of Landlord to complete the repair and restoration of the Property ~~or the Building~~ within one hundred eighty (180) days after the occurrence of the casualty, even if Landlord had in good faith notified Tenant that the repair and restoration would be completed within such period, provided that Landlord proceeds diligently with such repair and restoration; provided, however, if the Property ~~or the Building are~~ is not restored within two hundred and ten (210) days after the occurrence of the casualty, Tenant shall have the right to terminate this Lease by written notice to Landlord.

12. INSPECTION; ACCESS; ~~CHANGES IN BUILDING FACILITIES~~

12.1 Inspection. Landlord, its agents, employees and contractors may enter the Property at any time in response to an emergency and at other reasonable times ~~(i)~~ to examine, inspect and protect the Property.

12.2 Access. Landlord shall have access to all areas in the Property (including exterior walls, core corridor walls and doors and any core corridor entrances), including areas used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities.

13. DEFAULT

13.1 Tenant's Default. It shall be a Tenant event of default and breach of this Lease by the Tenant (an "Event of Default") under this Lease if: (i) Tenant fails to perform or observe any material term, or obligation of this Lease and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than ninety (90) days; provided, however, if such failure is of such a nature that Tenant cannot reasonably remedy the same within the said ninety (90) day period, then such period shall be extended so long as Tenant commences promptly same and diligently prosecutes such remedy to completion; or (ii) Tenant abandons the Property for a

period of more than thirty (30) days; or (iii) Tenant commits any other act or omission which is stated in this Lease to be an Event of Default.

13.2 Landlord's Default. It shall be a default and breach of this Lease by Landlord if Landlord shall fail to perform or observe any material term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Tenant specifying in detail Landlord's non-compliance ("Landlord Event of Default"); provided, however, that if the material term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such ~~thirty-day~~ninety-day period, such default shall be deemed to have been cured if Landlord commences such performance within said ninety (90) day period and thereafter diligently undertakes to complete the same. If: (a) any Landlord Event of Default is not cured within the applicable cure period, Tenant's exclusive remedy shall be an action for specific performance; and (b) if the default is a failure of Landlord to perform a repair obligation which is in Landlord's control and the failure to perform such repair obligation has rendered occupation of the Property untenable, Tenant shall have the right, but not the obligation, to perform such repair so as to make the Property tenable and Landlord shall reimburse Tenant for the reasonable costs incurred in making such repair within ninety (90) days after Landlord's receipt of Tenant's invoice thereof, which shall include reasonable documentation of all costs incurred. Notwithstanding the foregoing, Tenant hereby waives the benefit of laws granting it: (i) the right to perform Landlord's obligations except as expressly provided in the immediately preceding sentence; ~~or~~and (ii) the right to terminate this Lease or withhold Rent on account of any Landlord Event of Default.

14. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, by messenger or by an express delivery service (FedEx, UPS, DHL, etc.), then if and when delivered (or if delivery is refused, when refused) to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the third Business Day following the date on which such communication is deposited in the United States mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby).

If to Landlord: Cambridge City Manager
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

With a copy to:

City Solicitor
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

If to Tenant: Executive Director
Cambridge Redevelopment Authority
255 Main Street, Fourth Floor
Cambridge, MA 02142

With a copy to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Jeffrey B. Mullan, Esq.

15. MISCELLANEOUS

15.1 Authority. Tenant and Landlord each ~~represent and warrant~~represents and warrants that it has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

15.2 Waivers. No delay or forbearance by Landlord or by Tenant in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by such party shall be construed, respectively, to be a waiver of Landlord's or Tenant's rights or to represent any agreement by Landlord or by Tenant to undertake or perform such act or matter thereafter.

15.3 Waiver of Trial by Jury. Tenant hereby consents to the exclusive jurisdiction of the courts of Massachusetts in any and all actions or proceedings arising under this Lease. Landlord and Tenant agree to waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Property and/or any claim of injury or damage and any emergency or any other statutory remedy.

15.4 Time of the Essence. All times, wherever specified herein for the performance by Landlord or Tenant of their respective obligations hereunder, are of the essence of this Lease.

15.5 Severability. Each covenant and agreement in this Lease shall for all purposes be construed to be a separate and independent covenant or agreement. If any provision in this Lease or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this Lease, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby; and such provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.6 Headings. The title and headings of this Lease are for convenience of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein.

15.7 Representatives. The term "Landlord" and term "Tenant" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties, except as to any required approval, consents or amendments, modifications or supplements hereunder when such terms shall only mean the parties originally named on the first page of this Lease as Landlord and Tenant, respectively, and their agents so authorized in writing.

15.8 Lease Not Binding Until Executed and Delivered. This Lease shall not bind Landlord unless and until it has been signed and delivered by Tenant, received and accepted by Landlord, and then countersigned and redelivered by Landlord to Tenant.

15.9 Counterparts. This Lease may be executed in four (4) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same lease agreement.

15.10 Amendment and Modification. This Lease, including all Exhibits and Addenda attached hereto, each of which is incorporated in this Lease, as well as the referenced Governing Documents, contains the entire agreement between the parties hereto, and shall not be amended, modified or supplemented unless by agreement in writing signed by both Landlord and Tenant.

15.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

15.12 Tenant's Right of Access. Subject to the terms and conditions of this Lease and any other rules and regulations imposed by Landlord, Tenant shall have access to the Property twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year during the Lease Term (as same may be extended).

~~16. EXHIBITS AND ADDENDA~~

EXHIBITS Additional terms to this Lease, if any, are set forth in the Exhibits ~~and Addenda~~ attached hereto, which are incorporated herein by reference, and made a part hereof, as follows:

~~A. Demonstration Project Plan~~

1. Cooperation Agreement

~~B2.~~ Deed

€: **Schedule**

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the date first written above.

LANDLORD:

The City of Cambridge

By:- _____

Name: ~~Richard C. Rossi~~ Louis A. DePasquale

Title:- City Manager

As to form only:

By:— _____

Name: Nancy E. Glowa

Title: City Solicitor

TENANT:

Cambridge Redevelopment Authority

By:- _____

Name: Kathleen Born

Title: Board Chair

EXHIBIT 1

COOPERATION AGREEMENT (“AGREEMENT”)
**BETWEEN THE CITY OF CAMBRIDGE AND THE CAMBRIDGE REDEVELOPMENT
AUTHORITY FOR THE REDEVELOPMENT OF THE FOUNDRY BUILDING**

The **Cambridge Redevelopment Authority** (“CRA”) and the **City of Cambridge** (“City”) (collectively, the “Parties”) hereby agree to the following conditions related to the amendment of the Governing Documents (defined below) and the design, construction and operation for the redevelopment of the City-owned foundry building at 101 Rogers Street, Cambridge, Massachusetts (the “Foundry”).

RECITALS

1. The Foundry consists of the building and grounds of parcel 27-82 at 101 Rogers Street in Cambridge, Massachusetts (the “Site”) and was acquired by the City in 2012.
2. The Foundry requires significant capital investment, as well as a thorough programming and building operational management structure in order to be put into productive use as a community asset for the City.
3. The CRA is authorized by G.L. c. 121B, § 46(f) to carry out demonstration plans that are aimed at, in part, developing methods and techniques to accomplish results consistent with the CRA’s statutory authority.
4. The CRA and the Cambridge City Council approved a Demonstration Project Plan to implement the redevelopment of the Foundry (the “Project”) on December 17, 2014 and May 4, 2015 respectively. The Demonstration Plan Amendment was approved by the CRA and the Cambridge City Council on September 13, 2017 and September 25, 2017 respectively (the “Demonstration Plan”).
5. The Demonstration Plan states that the vision for the Foundry is to be “a creative, innovative center that offers a collaborative environment with a mix of cultural, educational, manufacturing, and commercial uses. The renovated multipurpose building will be designed for flexibility and is accessible, inclusive, and welcoming to the public. The activities within will be multigenerational and multicultural providing a citywide and neighborhood resource that is financially sustainable for years to come.”

6. The Parties entered into a 50-year lease on July 13, 2015 (the "Lease") designed to be consistent with the Demonstration Plan.
7. At the time of the execution of the Lease, the City had appropriated six million dollars (\$6 million) toward the capital improvements to the Foundry, and the CRA had committed two million dollars (\$2 million) toward reserve funds for the Foundry's on-going operation.
8. The City has expended approximately upwards of \$785,630 of its \$6 million appropriation (the "City Expended Funds") on initial demolition of the interior of the Foundry. The CRA has expended approximately \$500,000 of its funds on matters related to the Foundry.
9. The Governing Documents contemplate that the City Manager will appoint members of an advisory committee for the Foundry, and he has so appointed members of the Foundry Advisory Committee (the "FAC") which has been functioning as described in the Demonstration Plan.
10. Through additional community processes, including public meetings with the CRA and the Cambridge City Council, the Demonstration Plan was revised to be consistent with the current vision for the Foundry, which will require that significantly greater public investment of funds will be necessary for the implementation of that vision.

Consistent with that background and those understandings, the Parties agree as follows:

AGREEMENT

A. OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE FOUNDRY

1. The CRA and the Cambridge City Council have worked together to develop a mutually-acceptable Demonstration Plan that reflects the current vision for the Foundry and the significantly greater investment of funds necessary for implementation of that vision.
2. The Parties agree that this Agreement sets forth the process for the procurement and other actions that are addressed in the Demonstration Plan.
3. Pursuant to the Demonstration Plan following its amendment in September 2017, the principal remaining activities related to the Project, involve a "Design and Construction Phase" during which the Project will be designed and constructed, and an "Operations Phase" which shall be

initiated following the issuance of the certificate of occupancy for the Foundry.

4. As set forth in more detail in this Agreement, the Parties anticipate that:
 - a. the City's total financial contribution toward the Foundry will be approximately \$24,000,000 (the "City's Project Contribution") which shall be used in the Design and Construction Phase. The Parties acknowledge that the City Expended Funds shall be credited towards the City's Project Contribution to the Project; and
 - b. the CRA's financial contribution toward the Foundry shall be \$9,000,000 (the "CRA's Project Contribution") which shall not be more than \$7,000,000 during the Design and Construction Phase and \$2,000,000 during the Operations Phase (as set forth in the Demonstration Plan).
5. The City's Project Contribution and the CRA's Project Contribution shall be used for the purposes and in the manner set forth in this Agreement, and the financial contributions of each Party will be re-evaluated following the completion and review by the Parties of the Feasibility Study ("First Decision Point"), after the City receives responses to the trade bids for the Core and Shell Project ("Second Decision Point"), at the time the certificate of occupancy is issued ("Third Decision Point"), and at the Closeout of Construction ("Fourth Decision Point") (collectively the "Decisions Points"). More specifically, in the event that the Parties determine that the total costs of the Design and Construction Phase are less than anticipated at the time this Agreement is executed, then the financial contributions of each Party will be reduced by the same proportion as their financial contributions (the City's Project Contribution and the CRA's Project Contribution, respectively) and put toward the Design and Construction Phase as set forth in this Agreement. Any proportional savings from the Design and Construction Phase will be transferred into the Capital Reserve Fund as described below.
6. The Parties will establish a "Foundry Project Team" that will include representatives of the City and the CRA to guide the implementation of this Agreement to support the redevelopment of the Foundry.
7. The Parties shall also report on progress to and receive feedback from the FAC at key points in the process through a regular reporting protocol.
8. The CRA shall provide support to the FAC and shall otherwise manage the public outreach process for the Project in cooperation with the City.
9. Defined terms used in this Agreement are further identified in Exhibit A.

B. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHYSICAL REDEVELOPMENT

The Parties have agreed to the following in order to carry out the physical redevelopment of the Foundry building:

- Design and Construction Process in General

1. All procurement processes, design decisions and permitting activities will include close coordination between the Parties. During the Design and Construction Phase, the Operator will make recommendations on the scope of the Fit-Out Project with the Contractor, subject to the approval of the OPM. The City will lead the permitting processes for all design and construction activities.
2. The City shall utilize an "owner's project manager" (the "OPM") to develop, in coordination with the CRA, a Request for Qualifications ("RFQ") for designer services. The City shall coordinate with the CRA prior to posting the RFQ.

- Design and Designer Selection Matters

3. The City shall select and manage a designer (the "Designer") according to a designer selection process conducted in consultation with CRA staff, pursuant to G.L. c. 7C, §§ 44-57, including use of a Designer Selection Committee. The CRA shall have at least two representatives on the Designer Selection Committee. The Operator is expected to be consulted during the Design process as described in Section C below.
4. The Designer will work closely with the Foundry Project Team to create a design for the Core and Shell Project and the Fit-Out Project (collectively, the "Design") and shall generally follow the process set forth in Exhibit B. The Designer will first conduct a Feasibility Study to assist the Parties in defining the scope of the Design. At the Decision Points, the Parties shall re-evaluate the Project's budget as discussed above in Section A.5 and shall refine the allocation and payment schedule for the City's Project Contribution and the CRA's Project Contribution.

- Construction and Contractor Selection Matters

5. Following selection of the Designer, the City shall apply to the Commonwealth of Massachusetts' Office of the Inspector General ("OIG") to utilize the Construction Manager at Risk process outlined in G.L. c. 149A ("CM at Risk") for major capital improvements (the "CM at Risk Application").

6. If the CM at Risk Application is approved, the City shall select and manage a contractor ("Contractor") through the CM at Risk process for major capital improvements to the Foundry (the "Construction") to complete the Core and Shell Project, consistent with the Design.
7. If the CM at Risk Application is denied, the City shall select, contract with and manage a Contractor through G.L. c. 149, on a lowest responsible bidder basis. All bidding processes for the Contractor, regardless of method, will be managed by the City.
8. After the Feasibility Study and prior to the City's execution of the contract with the Contractor, the City and the CRA shall determine whether the Fit-Out Project will use the same design team and the same contractor or whether there will be a separate procurement.
9. If the Fit-Out Project is procured separately through the applicable public procurement process, the CRA will manage it; otherwise, the CRA will coordinate the completion of the furnishings and finishes that are part of the Core and Shell Project with the City, the Designer, the Contractor, and in consultation with the Operator.

- Environmental Matters

10. The Parties acknowledge that environmental remediation of the Site may be required, that remediation work is ongoing on a property adjacent to the Site, and that the City has entered into a License Agreement with the owner of that property. The City shall conduct soil testing and design a remediation plan for the Site, if necessary, and shall implement the remediation plan as a part of the Core and Shell Project. The process to be followed for remediation of the Site shall be determined by the Parties.

- Costs and Cost Sharing During the Design and Construction Phase

11. The estimated costs of the Design and other soft costs related to the Design are seven million dollars (\$7,000,000). Upon the City's appropriation of funds toward the Design and Construction Phase, the CRA shall pay to the City two million dollars (\$2,000,000) of the CRA's Project Contribution to be used toward Design costs. The City will pay for the remaining costs of the Design.
12. The estimated cost of the Core and Shell Project is twenty million dollars (\$20,000,000) ("Core and Shell Cost Estimate"). At intervals to be agreed upon by the Parties, but in no event later than June 1st of the fiscal year in which the City's expenditure is made, the CRA shall reimburse the City one million dollars (\$1,000,000) of the CRA's Project Contribution for the Core and Shell Project. The City will pay for the remaining costs of the Core and Shell Project.

13. The estimated cost of the Fit-Out Project is four million dollars (\$4,000,000). At intervals to be agreed upon by the Parties, but in no event later than June 1st of the fiscal year in which the City's expenditure is made, the CRA shall reimburse the City an estimated four million dollars (\$4,000,000) of the CRA's Project Contribution for the Fit-Out Project ("CRA's Fit-Out Contribution"). In the event that the City's Project Contribution is less than \$24,000,000 and the Fit-Out Project does not require the entirety of the CRA's Fit-Out Contribution, then the remainder of the CRA's Project Contribution shall be applied to the Capital Reserve Account. In the event that the City's Project Contribution is more than \$24,000,000 and the Fit-Out Project does not require the entirety of the CRA's Fit-Out Contribution, then the remainder of the CRA's Project Contribution shall be used to reimburse the City up to the amount by which the City's Project Contribution exceeds \$24,000,000, whereafter any remainder shall be applied to the Capital Reserve Account.

C. OBLIGATIONS WITH RESPECT TO BUILDING OPERATION

The Parties have agreed to pursue the following in order to activate, program, and maintain the Foundry through the duration of the Lease:

- Core Details Pertaining to Operations Phase
 1. All operations functions will be managed by the CRA as the tenant of the Foundry. The CRA shall provide regular updates to the City throughout the procurement process and Term of the Lease.
 2. The CRA will procure a building operator team ("Operator") as described in this Section C below. The Operator will work at the direction of the CRA in a contractual relationship that will enable the CRA to oversee the operation of the Foundry.
 3. The Parties contemplate that subleases will be entered into with sub-tenants for market-rate spaces ("Market-Rate Tenants") and that subleases will be entered into with tenants for community space for which rent or usage fees may be reduced under certain conditions to be determined by the Parties ("Community Users") with the goal of balancing the revenues and costs of Foundry operations.
 4. The Operator will participate as an advisor in the Design and Construction Phase of the Project and will have three major roles during the Operations Phase: Property Manager, Program Manager, and Leasing Agent, as described in more detail in this Section C below.
 5. If the Operator is not capable of performing all three major operational roles at any time during the Lease, the CRA shall manage the roles separately until an Operator is able to integrate all three roles.

6. The CRA will cause the FAC to meet not less than quarterly to monitor progress in achieving the vision as set forth in the Demonstration Plan and success measures to be determined by the Parties. The FAC will report to the City Manager and shall submit an annual report on such measures to the City Manager.

- Procurement of Operator

7. The CRA will select the Operator through the Building Operator Procurement in coordination with the City. As part of the Building Operator Procurement, the CRA, in consultation with the City, will develop a scope of work that details the Operator's responsibilities during the Design and Construction Phase and the Operations Phase.

8. The CRA will use a "request for information" process (the "RFI") developed in coordination with the City (that may include one-on-one meetings with respondents at the CRA's discretion) to solicit feedback and information regarding prospective building operator teams on the design of the scope of services, the procurement process, and the plan for governance of the Foundry, all of which shall constitute one or more public process(es) for the procurement of the Operator (the "Building Operator Procurement"). The CRA may adjust the assumptions of the Building Operator Procurement based on feedback from the RFI with concurrence from the City. Such adjustments will not alter the CRA's financial commitment.

9. The CRA will conduct the Building Operator Procurement in parallel with the City's Designer selection process so as to have the prospective Operator collaborate with the Parties on the scope of the Design. The CRA will consult with the City on a regular basis during the Building Operator Procurement.

10. The CRA shall seek input on the Building Operator Procurement from the FAC from time to time in accordance with the protocol established pursuant to Section A.7 above.

- Building Operator Roles

11. The Operator is expected to assume the following three roles, subject to the management and oversight of the CRA:

- a. Property Manager: An Operator will manage the routine and normal upkeep of the Foundry through the Lease Term, as defined in Section D below, including capital maintenance costing less than fifty thousand dollars (\$50,000) in the aggregate per year and all routine maintenance. The Operator shall be responsible for the administrative and custodial functions of the Foundry, including

such functions as utilities, cleaning of common and private spaces, snow removal, landscape maintenance, and insurance and regularly anticipated building management activities. The Operator will be responsible for defining responsibilities and overseeing custodial functions between shared users.

- b. Program Manager: The Operator will manage the marketing, scheduling, and coordination of the use of all public spaces and spaces available for municipal or community uses. The Operator will seek anchor community tenants to utilize and program the community spaces and will partner with community tenants and other organizations to program and activate shared spaces and public spaces. The Operator will also conduct outreach into the Cambridge community to raise awareness of the Foundry's events and programs. The Operator will negotiate subleases and other agreements with Community Users to specify rents, membership fees, and other revenues; to define Community Users' rights and responsibilities to utilize shared resources and participation as building occupants; and to define responsibilities for all fit-out and furnishings.
- c. Leasing Agent: The Operator will manage the marketing of the Foundry and identify prospective Market-Rate Tenants. The CRA may authorize the Operator to negotiate agreements with Market-Rate Tenants to specify rents, membership fees, and other revenues and define the Market-Rate Tenants' rights and responsibilities to utilize shared resources and participate as building occupants, and to define responsibilities for fit-out and furnishings.

- Financial Matters Pertaining to Operations

- 12. The Operator will be provided with an annual operational budget that will be required to align with revenues from Community Users, Market-Rate Tenants, charitable contributions, third-party funders, and any other sources (collectively, "Project Revenues"). If the Operator is not capable of performing all three major operational roles at any time during the Lease, the CRA I, in consultation with the City Manager, will determine the budget allocation to each party conducting an operational role according to that party's operational role responsibilities.
- 13. Project Revenues will be paid into an account designated by the CRA for use at the Foundry consistent with the Governing Documents. In addition, the CRA will allocate a total of two million dollars (\$2,000,000) (the "CRA's Operations Funding") of the CRA's Project Contribution to the day-to-day operations of the Foundry as detailed below.

14. Based on the projected rental stream and operational costs, the CRA will hold the Project Revenues and the CRA's Operations Funding in the following three accounts, allocated based on sound budgeting practices and need:
 - a. Operation and Maintenance Account: an account dedicated to funding day-to-day programming, operations and maintenance and reimbursing such expenses, including the Operator's annual budget.
 - b. Operating Reserve Fund: an account dedicated to funding building operations and programming goals in response to unforeseen changes in revenues or operational needs.
 - c. Capital Reserve Fund: an account dedicated to funding future updates or new furnishings and finishes made in conjunction with the Core and Shell Project. The Parties anticipate that these improvements shall be made every ten (10) to twelve (12) years until the end of the Lease Term as part of the Foundry's self-sustaining financial model. The Building Operator Team may request disbursements from the Capital Reserve Fund to facilitate repairs and improvements to Community User spaces as approved by the City.
15. The CRA will allocate a portion of its Operations Funding to the Operation and Maintenance Account to support the initial year of operations, which is anticipated to require one million dollars (\$1,000,000) during tenant recruitment and program ramp up. The Operations Funding will help compensate the Building Operator Team for the costs of capacity-building, initial staffing, community outreach and other costs ahead of occupancy. The CRA and Operator will seek third-party funding sources for this capacity-building expense.
16. The CRA will allocate a portion of its Operations Funding to the Operating Reserve Fund, an amount that will be one million dollars (\$1,000,000) to cover unforeseen costs in the Foundry's operations (the "Operating Reserve Fund"). The Capital Reserve Fund will be funded by ongoing rental and other revenue streams.
17. The Parties will review the financial status of the Operation and Maintenance Account, the Operating Reserve Fund, and the Capital Reserve Fund at the end of the first year of the Lease Term, and general operating conditions every ten (10) years, pursuant to the terms of the Lease and more frequently as necessary.

D. TERM

The Term of this Agreement (the "Term") shall begin as of the date of last execution below and shall continue through the end of the Term of the Lease (the "Lease Term").

E. NOTICES, REPORTS AND COMMUNICATIONS

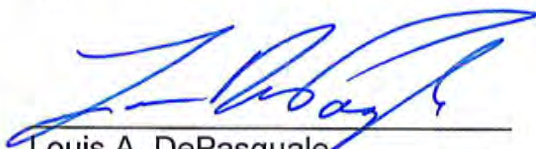
The Parties agree to cooperate with each other in satisfying their respective obligations under this Agreement. In connection therewith, the City hereby appoints the City Manager (the "City's Authorized Representative") to be its authorized representative with respect to any matter set forth in this Agreement which does not require additional action by the City in accordance with Massachusetts or local law, and the CRA appoints its Executive Director (the "CRA's Authorized Representative") to act on the CRA's behalf with respect to any matter set forth in this Agreement which does not require additional action by the CRA in accordance with Massachusetts or local law.

Any notice required or permitted to be given under this Agreement and all requests for information related to any matter covered by this Agreement, shall be directed to the City's Authorized Representative with a copy to the City Solicitor and the CRA's Authorized Representative, as appropriate. This Agreement may be executed in counterparts, with each counterpart representing one and the same document.

In consideration of the agreements set forth above, the City and CRA have respectively caused this Agreement to be duly executed as a sealed instrument as of the date last written below.

City of Cambridge

By:



Louis A. DePasquale
City Manager

**Cambridge Redevelopment
Authority**

By:



Tom Evans
Executive Director

Approved as to Form

By:



Nancy E. Glowa
City Solicitor

Dated: December 14, 2017

EXHIBIT A – Definition of Terms

Agreement – The Cooperation Agreement between the City of Cambridge and the Cambridge Redevelopment Authority for the Redevelopment of the Foundry Building.

Building Operator Procurement – The process by which the CRA will select the Operator.

City – The City of Cambridge.

City-Expended Funds – The approximately \$782,450 expended by the City on the initial demolition of the interior of the Foundry building and site preparation work on the Site.

City's Authorized Representative – The City Manager, who will represent the City with respect to the Agreement.

Closeout of Construction – The date upon which the Core and Shell Project shall be completed by the Contractor and the one (1) year warranty period shall commence.

CM at Risk Application – The City's application to utilize the construction manager at risk process for selecting the Contractor.

Community Users – Users of public and community spaces in the Foundry including organizations facilitating community programs.

Contractor – The contractor that will construct the Core and Shell Project and Fit-Out Project.

Core and Shell Project – The major capital improvements required for the Foundry.

CRA – The Cambridge Redevelopment Authority.

CRA's Authorized Representative – The Executive Director of the CRA, who will represent the CRA with respect to the Agreement.

Designer – The designer of the Core and Shell Project and Fit-Out Project.

Design – The design of the Core and Shell Project and Fit-Out Project.

FAC – The Foundry Advisory Committee.

Fit-Out Project – The interior finishing, furnishing, and equipping of sub-tenant space at the Foundry. The scope and cost of the Fit-Out Project shall be established by the Feasibility Study and incorporated by reference herein.

Foundry – The City-owned Foundry building at 101 Rogers Street, Cambridge, MA.

Foundry Project Team – The team composed of representatives of the City and CRA that will guide the implementation of the Agreement and the Project.

Governing Documents - The Lease, the Demonstration Project Plan, the Disposition Report and such other documents related to the use of the Property, all as agreed upon by Landlord and Tenant.

Lease – The 50-year lease between the Parties, entered into on July 13, 2015 and as subsequently amended.

Lease Term – The term of the Lease.

Market-Rate Tenants –Users that will pay prevailing rents for office or similar uses.

OIG – Office of the Inspector General.

OPM – The City's Owner's Project Manager.

Operator – The entity selected by the CRA as part of the Building Operator Procurement.

Parties – The City and the CRA.

Project – The redevelopment of the Foundry.

RFI – The Request for Information to be used by the CRA as part of the Building Operator Procurement.

RFQ – The Request for Qualifications to be used by the OPM to procure design services.

Site – The building and grounds of parcel 27-82 at 101 Rogers Street, Cambridge, MA.

Soft Costs – Design, fees, and other administrative costs that are separate from and in addition to construction costs.

Term – The period between the date of last execution of the Agreement and the end of the Lease Term.

EXHIBIT B

Anticipated Project implementation steps Including Designer Selection, Core and Shell Project and Fit-Out Project

(Assuming Office of the Inspection General (OIG) approval of Construct Manager at Risk process):

1. City Manager Appoints Design Selection Committee
2. Preparation of RFQ for Designer
3. Selection Committee reviews RFQ prior to issuance
4. RFQ sent to Central Register
5. RFQ issued for Designer Services
6. Designers prepare RFQ
7. Distribute RFQ to Selection Committee
8. Selection Committee meets and shortlists design firms to interview
9. Selection Committee interviews shortlisted firms
10. Selection Committee makes recommendation to City Manager
11. Selection Committee request Proposal for Feasibility Study from the selected firm
12. Proposal Prepared by Selected Firm
13. Review and Negotiate Feasibility Study Proposal
14. Design Team prepares Feasibility Study
15. Review and Acceptance of Feasibility Study
16. Submit Application to OIG/approval within 60 days
17. Assuming OIG approval - submit RFQ to Central Register
18. RFQ issued for Construction Manager at Risk (CMaR) Services
19. CMaR prepare RFQ
20. Distribute RFQ to Selection Committee
21. Selection Committee meets and shortlists CMaR firms to interview
22. Short-listed Firms prepare presentation
23. Selection Committee interviews top 3 minimum shortlisted CMaR firms
24. Selection Committee makes CMaR recommendation to City Manager
25. Notice to Award CMaR services for Pre-Con Services
26. Design Phase
27. TRADE Bidding Phase - Early Packages TBD
28. Trade Bids received
29. Construction Phase
30. Fit out of spaces
31. Close out

EXHIBIT 2

56

After recording return to:
City of Cambridge
795 Massachusetts Avenue
Cambridge, MA 02139
Attention: City Solicitor



2012 00005416

Bk: 58257 Pg: 379 Doc: DEED
Page: 1 of 8 01/09/2012 03:33 PM

QUITCLAIM DEED

ARE-MA REGION NO. 32, LLC, a Delaware limited liability company, and
ARE-MA REGION NO. 35, LLC, a Delaware limited liability company,
(each, a "Grantor", and together, the "Grantors"),

for consideration paid of Ten Dollars (\$10.00), and in satisfaction of that certain condition set forth in Section 1(a) on Page 17 of 29 of that certain Notice of Decision of the Planning Board of the City of Cambridge, dated June 7, 2010, recorded with Middlesex South District Registry of Deeds in Book 54930, Page 202, with respect to the conveyance of the property referenced herein,

grant with quitclaim covenants to

CITY OF CAMBRIDGE, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having an address of 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 ("Grantee"),

those two (2) certain parcels of land in Cambridge, Middlesex County, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof (together, the "Premises").

The Premises are conveyed subject to, and with the benefit thereof, as the case may be, the easements, restrictions, reservations, rights, agreements, encumbrances and other matters of record insofar as they are now in force and applicable.

Neither Grantor is classified as a corporation for federal tax purposes for the current taxable year.

Massachusetts deed excise tax stamps are not required, Grantee being a political subdivision of the Commonwealth of Massachusetts.

(Remainder of Page Intentionally Left Blank; Signature Page to Follow)

Property Address: 101 (a/k/a 117) Rogers Street, Cambridge, MA


49-2003

Executed as an instrument under seal as of JANUARY, 2012.

ARE-MA REGION NO. 32, LLC,
a Delaware limited liability company

By: Alexandria Real Estate Equities, Limited
Partnership, a Delaware limited partnership,
managing member

By: ARE-QRS Corp., a Maryland corporation,
its general partner

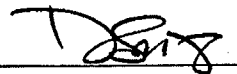
By: 

Dean A. Shigenaga,
Senior Vice President and Treasurer

ARE-MA REGION NO. 35, LLC,
a Delaware limited liability company

By: Alexandria Real Estate Equities, Limited
Partnership, a Delaware limited partnership,
managing member

By: ARE-QRS Corp., a Maryland corporation,
its general partner

By: 

Dean A. Shigenaga,
Senior Vice President and Treasurer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 22, 2011, before me, Teryll E. Sacks, Notary Public,
personally appeared DEAN A. SHIGENAGA, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Teryll E. Sacks
Signature

(Seal)

ACCEPTANCE OF QUITCLAIM DEED BY CITY OF CAMBRIDGE

The City of Cambridge accepts this Quitclaim Deed from ARE-MA Region No. 32, LLC and ARE-MA Region No. 35, LLC, for the premises described herein located in Cambridge, Middlesex County, Massachusetts.

CITY OF CAMBRIDGE

By: 
Robert W. Healy, City Manager

Date: January 9, 2012

APPROVED AS TO FORM:


Donald A. Drisdell, City Solicitor

Exhibit A to Quitclaim Deed**Parcel 1**

That certain parcel of land in Cambridge, Massachusetts, shown as Lot 2 on a plan entitled "Amended & Restated Subdivision & Consolidation Plan of Land #239, #245-#247 Third Street, Cambridge, Massachusetts," dated September 15, 2009, prepared by Feldman Profession Land Surveyors, recorded with said Deeds as Plan No. 624 of 2009, said Lot 2 containing 5,254 square feet according to said plan.

Being a portion of "Parcel 5 239-257 Third Street" as set forth in, and for Grantor ARE-MA Region No. 32, LLC's title see, deed from Bruce A. Beal and Robert L. Beal, as Trustees of The Cambridge East Trust, dated November 1, 2006, recorded with said Deeds in Book 48428, Page 408.

Parcel 2

A certain parcel of land with all buildings, structures and improvements now or hereafter thereon and all fixtures now or hereafter therein, situated in Cambridge, Massachusetts, now known and numbered as 101 Rogers Street and 180 Bent Street, being shown as Lot A on a plan entitled "Plan of Land Cambridge, Mass.," dated March 15, 1968, by Robert H. Dunning, surveyor, duly filed with Middlesex South Registry of Deeds with deed of Nathaniel E. Slavin, Trustee of Slavin Real Estate Trust, dated June 28, 1968 and recorded with said Deeds in Book 11532, Page 482, being bounded and described as follows:

NORTHERLY	by Bent Street, ninety-three and 4/10 (93.4) feet;
EASTERLY	by land of owners unknown, two hundred seventeen and 65/100(217.65);
NORTHERLY	again by land of owners unknown, one hundred twenty-two and 63/100 (122.63) feet;
EASTERLY	again by Third Street, fourteen and 77/100 (14.77) feet;
SOUTHERLY	by Rogers Street, two hundred sixty-six and 13/100 (266.13) feet;
WESTERLY	by Lot B on said plan, by a line running in part through the middle of a partition wall, one hundred fifty-one and 65/100 (151.65) feet;
NORTHERLY	again by said Lot B, eleven and 3/10 (11.3) feet;

- WESTERLY again by Lot B, by a line running through the middle of a partition wall, nineteen and 5/10 (19.5) feet;
- NORTHERLY again by said Lot B, by a line running through the middle of a partition wall, forty-two (42) feet;
- WESTERLY again by said Lot B, by a line running through the middle of a partition wall, sixty and 5/10 (60.5) feet.

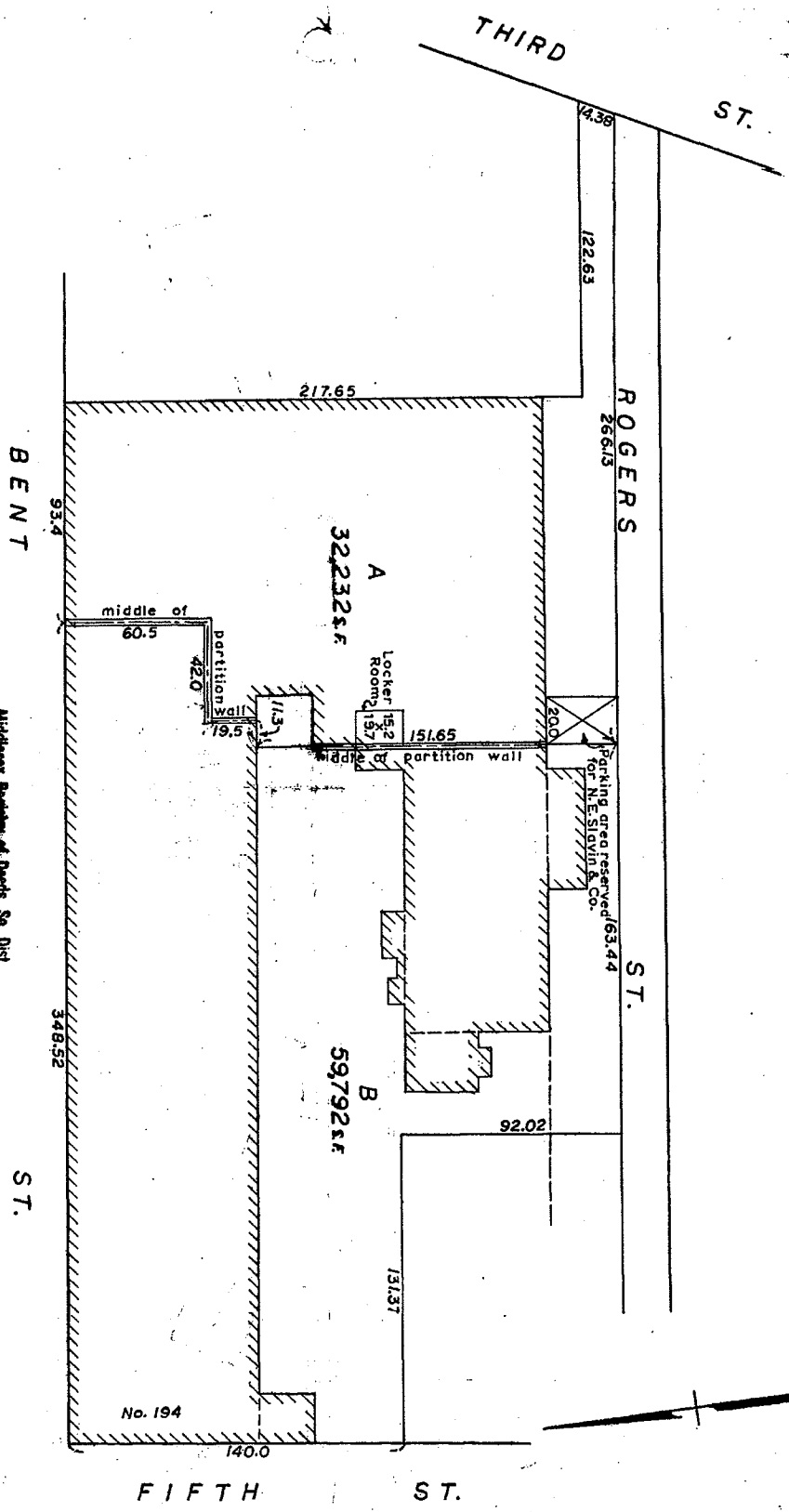
The above parcel is also shown on a plan entitled "Plan of Land, Cambridge, Massachusetts" by Harry R. Feldman, Inc. Land Surveyor, dated December 19, 1983 recorded with said Deeds in Book 15381, Page 78, said parcel containing 32,237 square feet according to said plan.

For Grantor ARE-MA Region No. 35, LLC's title see deed from LNR Rogers Street, Inc. dated February 16, 2007, recorded with said Deeds in Book 49008, Page 320.

700



FEE \$6.00
BY AP



Map of City of Cambridge, 9th Dist.
 Plan No. 11532
 Rec. DEED No. 404
 NATHANIEL E. SYLVAN, JR.
 NICHOLAS J. PROVY, ET AL, TRS
 Recorded, Book 11532, Page 482
 Attest: [Signature]

PLAN OF LAND
 CAMBRIDGE, MASS.
 Scale: 1" = 40' Mar. 15, 1968
 Robert H. Dunlin, g., Surveyor
 Arlington

700

Memorandum

Date: December 20, 2017

To: CRA Board

From: Tom Evans, Executive Director

RE: Historic Restoration of the Exterior of 105 Windsor Street (former Boardman School)

Introduction:

Over the course of the past two years the City of Cambridge (City) and the CRA staff have had a series of conversations regarding the future use of the City-owned property at 105 Windsor Street (the Property). In the fall of 2016 the CRA began technical analysis of the property and also started to organize a focused planning effort regarding the future use of the building as a form of non-profit office / service center. Preliminary exploration findings have proven that a number of capital repairs and improvements are needed to maintain the integrity of the building.

This past summer the CRA submitted an application for Community Preservation Act (CPA) funds toward the preservation of the Property through building envelop restoration. The submission was approved for \$255,000. The CPA mandates that a percentage of funding go towards affordable housing, open space and historical restoration. The CRA understands that the Port community would like a thorough community planning process to provide context for the programming the future uses for the Property to best serve the neighborhood.

The CRA has proposed to invest the CPA granted funds towards exterior restoration of this historical building in 2018, as a separate project ahead of the interior renovations. As CPA funds are not eligible to be used for the design phase of this project the CRA will need to commit resources to the design and other soft costs of the Project. The CRA staff has continued to have discussions with the representatives from non-profit organizations serving the Port as well as City staff regarding how it can best assist with the planning process for interior improvements and programming.

Project Details:

In 2016, the CRA requested that Daedalus Projects, Inc. (DPI) draft a summary detailing the cost for repairs and improvements to the envelope of the building. These estimated totals were used in the formal request to the City for the CPA funds that will be used invested into the restoration project. Listed below are costs for repairs and site improvements needed to be completed to the exterior of 105 Windsor Street:

Exterior Repairs

Exterior Brick Facade Repointing	\$87,301.00
Chimney Repairs and Repointing	\$10,000.00
Window Openings	\$7,000.00
Entrance	\$1,000.00
Slate Roof Repair	\$21,324.00
Fascia and Gutter Repairs	\$13,242.00
Exterior Repairs Total	\$140,000.00

Site Improvements

Replace Entrance Door	\$5,000.00
Demolition of Ramp Railings	\$11,400.00
New Concrete Ramp	\$4,250.00
Strip Footing, Foundation Wall	\$52,500.00
Pipe Guardrail and Railings	\$36,750.00
Restore Paved Surfacing	\$5,000.00
Site Improvements Total	\$115,000.00

Prior to construction beginning, a hazardous material and existing conditions survey will be done to identify the critical improvements required. The CRA will need to seek a design team through a Designer Selection process to produce accurate construction documents for the three major components of the building envelope improvements (roof, exterior masonry, and window) and additional site work that the budget allows.

Consulting Services Scope:

The CRA currently has DPI contracted as a "House Doctor" building engineering consultant. The CRA Board requested that any services performed under this scope above 10,000 be brought before the Board for approval. As a consultant on this first phase of the restoration project, staff proposes to utilize DPI to provide construction project management services to the CRA. The Scope of Services (Attachment A) that DPI would provide is summarized below:

1. Pre-Development Services
 - Assist in evaluating and reviewing project schedule,
 - Develop a preliminary project budget, and
 - Review design documents and offer recommendations.

2. Review Designer Selection RFQ
 - Assist in submission of documentation required for advertising bid, and

- Review bids and make recommendation for award of contract.

3. Cost Estimates

- A project budget will be provided based on preliminary estimated costs, and
- Budget tracking throughout the entirety of the project.

DPI has proposed a contract not to exceed \$20,000. All services will be invoiced on an hourly basis. The rates for the Daedalus staff will be Principal at \$150/hour and the Project Manager at \$125/hour.

Community Planning:

Although an exact scope or process structure for the Port neighborhood and 105 Windsor planning processes has not been worked out, staff anticipates that a portion of the 2018 planning consultant line item could be used for this community planning effort. Staff will continue to engage with the community leaders and the City about this concept and hope to return to the Board early next year with a more specific proposal.

2018 PROPOSED BUDGET

	<u>Actual as of 12.31.16</u>	<u>2016 Budget</u>	<u>Actual as of 11.30.17</u>	<u>2017 Budget</u>	<u>DRAFT 2018 Budget</u>
Income					
4000 Income					
4100 Discounts given					
4200 Operating Revenue					
4210 Grants	152,468	152,468			255,000
4220 Proceeds from sale of development rights	832,857	832,857	23,043,079	23,043,079	431,000
4230 Reimbursed Expenses	48,561	2,000	2,089	2,000	100,000
4240 Rental Income					
4241 Lot License Agreements	2,500	2,000	\$89,071	5,000	
4242 Foundry Ground Lease		0			
4243 Parcel Six Rental Space	11,065	10,900	15,767	10,000	15,000
Total 4240 Rental Income	13,565	12,900	104,837	15,000	15,000
4250 Other	21,000	55,000	2,997,000	3,000,000	0
Total 4200 Operating Revenue	1,068,451	1,055,225	26,147,005	26,060,079	801,000
4300 Other Income					
4310 Dividend Income	19,465	5,000	\$22,324	12,000	90,000
4320 Interest Income	118,417	90,000	\$103,828	134,000	490,000
Total 4300 Other Income	137,881	95,000	126,152	146,000	580,000
Total 4000 Income	1,206,332	1,150,225	26,273,158	26,206,079	1,381,000
Total Income	1,206,332	1,150,225	26,273,158	26,206,079	1,381,000
Gross Profit	1,206,332	1,150,225	26,273,158	26,206,079	1,381,000
Expenses					
6000 Operating Expenses					
6100 Personnel					
6110 Salaries	337,333	336,000	342,699	440,000	465,000
6120 Payroll Taxes					
6121 Medicare & OASDI (SS)	6,309	9,000	\$6,534	12,000	9,200
6122 Payroll Taxes - Fed & MA		0			
6123 Unemployment & MA Health Ins	620	400	\$594	506	800
Total 6120 Payroll Taxes	6,929	9,400	7,128	12,506	10,000
6130 Personnel and Fringe Benefits					
6131 Insurance - Dental	4,261	4,800	\$5,372	6,400	7,000
6132 Insurance - Medical (for Employees)	42,187	40,000	\$25,365	70,000	55,000
6133 Pension Contribution (Empl & Retirees)	47,698	47,700	\$64,851	72,000	82,100
6134 T Subsidy	2,892	4,800	\$3,182	5,000	6,000
6135 Workers Comp & Disability Insurance	821	2,000	\$839	1,000	1,000
Total 6130 Personnel and Fringe Benefits	97,859	99,300	99,608	154,400	151,100
6140 Insurance - Medical (for Retirees, Survivors)	63,858	70,000	41,870	70,000	55,000
6150 OPEB Account Contribution			7,000	7,000	7,000
Total 6100 Personnel	505,979	514,700	498,306	683,906	688,100
6200 Office					
6210 Community Outreach					
6211 Materials	1,913	3,000	209	4,000	2,000
6212 Public Workshops		500	545	4,000	2,000
6213 Other	649	1,000	5,078	12,000	6,000
Total 6210 Community Outreach	2,561	4,500	5,833	20,000	10,000
6220 Marketing & Professional Development					
6221 Advertising	410	4,000	\$96	3,400	1,000
6222 Conferences and Training	4,020	4,000	\$5,199	10,000	12,500
6223 Dues and Membership	3,635	4,000	\$4,385	4,000	6,000
6224 Meals	284	500	\$403	600	500
6225 Recruiting	300	300	\$285	400	0
6226 Staff Development Programs	3,297	8,000	\$485	2,000	1,000
6227 Subscriptions	332	100		300	300
6228 Travel	166	500	\$264	500	300
Total 6220 Marketing & Professional Development	12,445	21,400	11,117	21,200	21,600
6230 Insurance					
6231 Art and Equipment	5,695	5,700	5,675	5,800	5,700
6232 Commercial Liability	3,266	3,400	3,617	3,400	3,700
6233 Special Risk	3,758	4,000	3,794	3,800	5,300
Total 6230 Insurance	12,719	13,100	13,086	13,000	14,700
6240 Office Equipment					
6241 Equipment Lease	5,168	6,200	3,938	4,300	4,300
6242 Equipment Purchase (computers, etc.)	3,186	1,200	2,587	2,500	1,500
6243 Furniture		300		800	1,000

2018 PROPOSED BUDGET

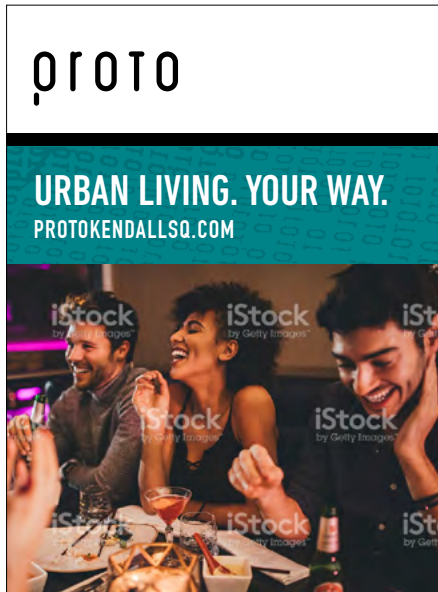
	Actual as of 12.31.16	2016 Budget	Actual as of 11.30.17	2017 Budget	DRAFT 2018 Budget
Total 6240 Office Equipment	8,354	7,700	6,525	7,600	6,800
6250 Office Space					
6251 Archives (Iron Mountain)	6,000	5,100	5,185	6,200	6,000
6252 Office Rent	97,430	100,000	99,721	102,000	101,300
6253 Office Utilities	4,200	4,200	3,139	4,200	4,200
6254 Other Rental Space	4,439	4,800	4,788	4,800	5,000
6255 Parking	310	300		400	400
6256 Repairs and Maintenance		500		300	300
NEW 6257 Relocation					10,000
Total 6250 Office Space	112,379	114,900	112,833	117,900	127,200
6260 Office Management					
6261 Board Meeting Expenses	515	500	\$369	600	900
6262 Office Expenses (merged w/6263)	564	600			
6263 Office Supplies	736	1,000	\$1,079	2,000	2,000
6264 Postage and Delivery	248	200	\$213	300	300
6265 Printing and Reproduction	740	1,000	\$733	1,000	1,000
6266 Software	717	800	\$593	700	1,000
6267 Payroll Services	947	1,000	\$849	1,000	1,100
6268 Financial Service Charges		100	\$127	100	200
Total 6260 Office Management	4,464	5,200	3,962	5,700	6,500
6270 Telecommunications					
6271 Internet	3,132	3,600	\$2,843	3,200	3,200
6272 Mobile	1,298	2,000	\$1,583	2,600	2,900
6273 Telephone	2,440	2,200	\$2,570	2,200	2,400
6274 Website & Email Hosting	665	900	\$539	800	800
6275 Information Technology	1,077	1,200	\$1,137	1,200	5,000
Total 6270 Telecommunications	8,612	9,900	8,672	10,000	14,300
Total 6200 Office	161,534	176,700	162,028	195,400	201,100
6300 Property Management					
6310 Contract Work		5,000	4,088	4,000	5,000
6320 Landscape Maintenance	10,372	25,000	18,987	42,000	30,000
6330 Repairs		5,000		3,000	5,000
6340 Snow Removal	8,475	35,000	8,320	30,000	30,000
6350 Utilities					
6351 Gas & Electric	4,047	4,000	4,982	4,000	6,000
6352 Water		0			
Total 6350 Utilities	4,047	4,000	4,982	4,000	6,000
Total 6300 Property Management	22,894	74,000	36,376	83,000	76,000
Total 6000 Operating Expenses	690,407	765,400	696,711	962,306	965,200
7000 Professional Services					
7001 Construction Management	24,037	24,000			20,000
7002 Design - Architects	8,986	29,000	\$15,513	30,000	40,000
7003 Design - Landscape Architects	5,516	25,000		20,000	40,000
7004 Design - Engineers	10,377	10,000	\$4,340	35,000	5,000
7005 Legal	120,523	180,000	\$71,421	150,000	100,000
7006 Real Estate & Finance	35,459	40,000	\$5,488	30,000	30,000
7007 Planning and Policy	10,000	35,000	\$12,430	20,000	60,000
7008 Retail Management / Wayfinding	11,925	10,000		1,000	
7009 Accounting	22,722	35,000	1,092	19,500	20,100
7010 Marketing / Graphic Design	1,344	5,000		4,000	10,000
7011 Temp and Contract Labor	1,875	2,000	5,564	30,000	5,000
7012 Web Design / GIS / IT	8,095	15,000	656	11,000	5,000
7013 Land and Building Surveys		5,000	6,500	10,000	5,000
7014 Records Management / Archivist		20,000		20,000	20,000
7015 Energy & Environmental Planning	26,450	40,000	1,650	2,000	2,000
7017 Transportation Planning	79,092	80,000	138,489	253,000	165,000
7018 Investment Services					151,000
7019 Workforce /Economic Development					40,000
Total 7000 Professional Services	366,399	555,000	263,144	635,500	527,100
8000 Redevelopment Investments					
8100 Capital Costs	253,515	250,000	12,042	120,000	255,000
8200 Forward Fund	43,000	60,000	68,285	125,000	200,000
8400 Foundry Design		0			2,000,000
8500 KSTEP Fund			6,000,000	6,000,000	
8600 Affordable Housing Loan			540,000	540,000	100,000
Total 8000 Redevelopment Investments	296,515	310,000	6,620,327	6,785,000	2,555,000
Total Expenses	1,353,321	1,630,400	7,580,182	8,382,806	4,047,300
Net Operating Income	146,989	480,175	18,692,976	17,823,273	-2,666,300

PROTO

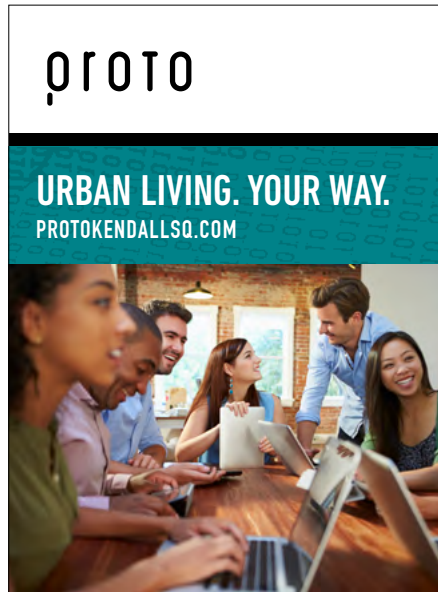
POP-UP LEASING SPACE

UPDATED 12/06/17

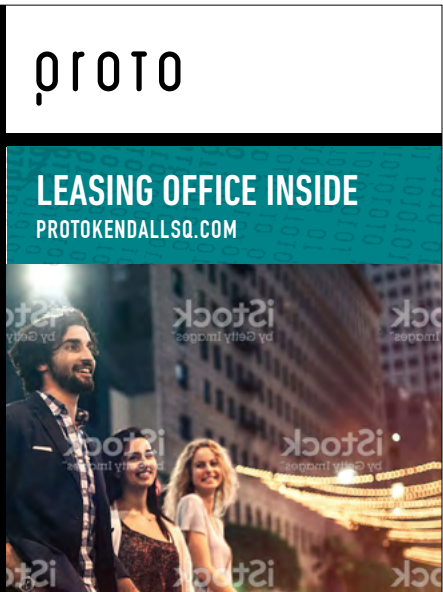
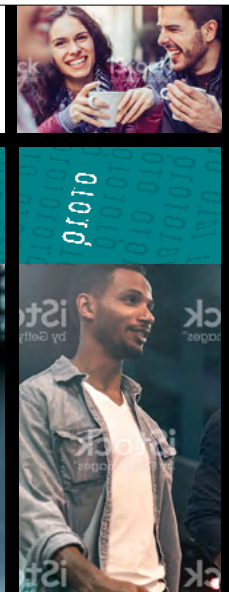
90 BROADWAY SPACE



SIDE WINDOW



WINDOWS FACING BROADWAY



DIE CUT AND PERFORATED VINYL
APPLIED TO WINDOWS TO ALLOW
LIGHT IN. VINYL FACES OUT.

KENDALL SQ T STATION

PROTO URBAN LIVING. YOUR WAY.

LEASING OFFICE NOW OPEN

PROTOKENDALLSQ.COM / 90 BROADWAY (NEXT TO MEADHALL)

TCC

325 MAIN STREET

PERFORATED VINYL APPLIED TO
WINDOWS TO ALLOW LIGHT IN. VINYL
FACES OUT.



FACING THE COOP



FACING MAIN ST.

All designs shown here are to be considered as intent drawings only. All stated dimensions and descriptions of materials and their uses are included only as an intention and best estimate of how to proceed. Locations and dimensions are approximate and must be verified by client, designer, or contractor in the field. Some interpretation may be necessary in order to fabricate a finished product. No part of the designs shown here have been engineered by Spoke, Inc., and are not warranted for code compliance nor final accuracy. Spoke, Inc. is not responsible for any compliance with local, regional, or national building codes (both residential and commercial).

spoke

1028 SE WATER AVE, SUITE 220

PORTLAND, OR 97214

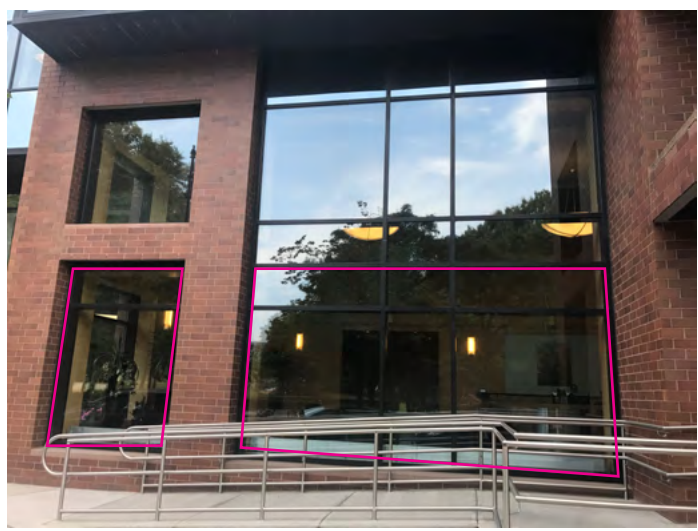
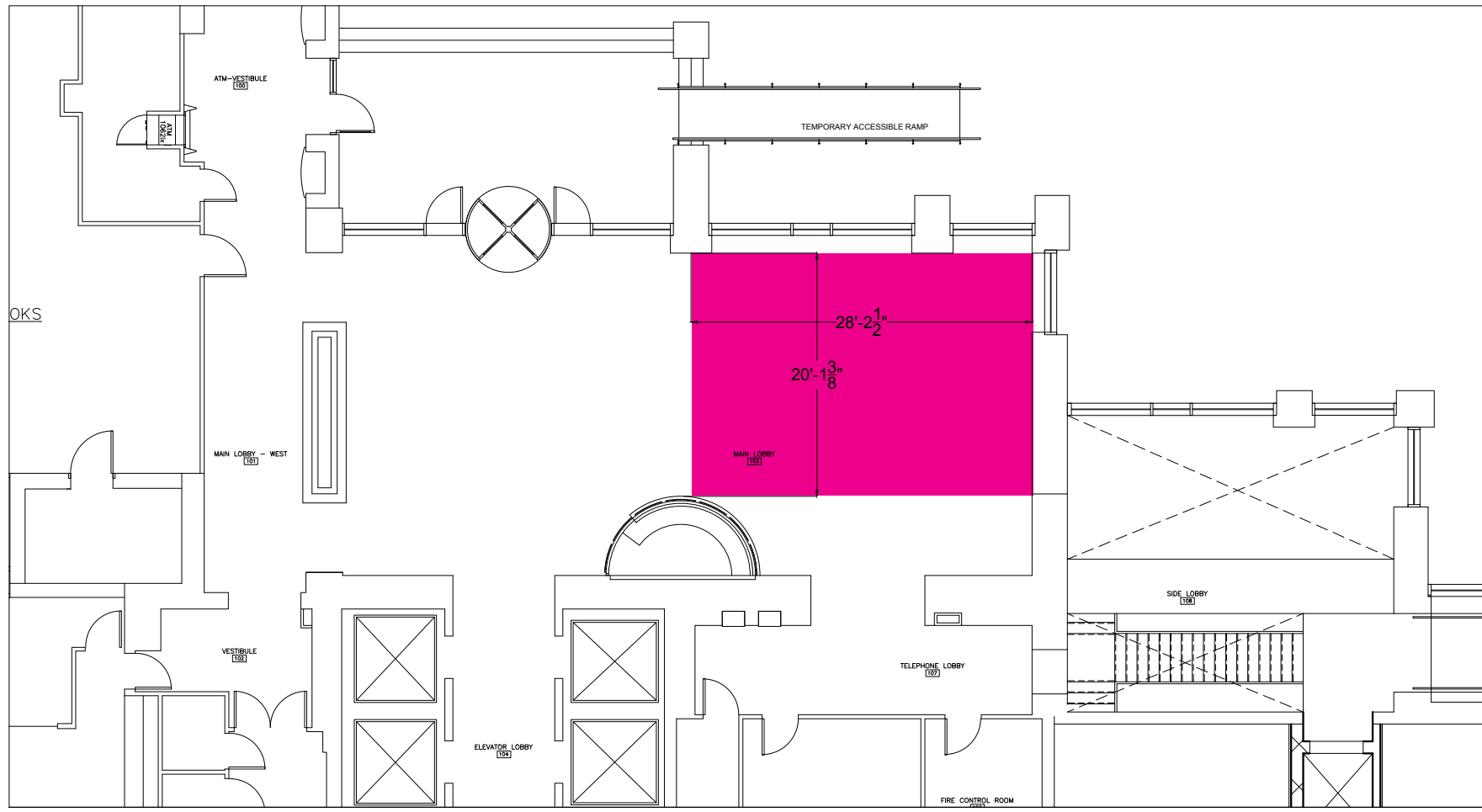
spokebranding.com

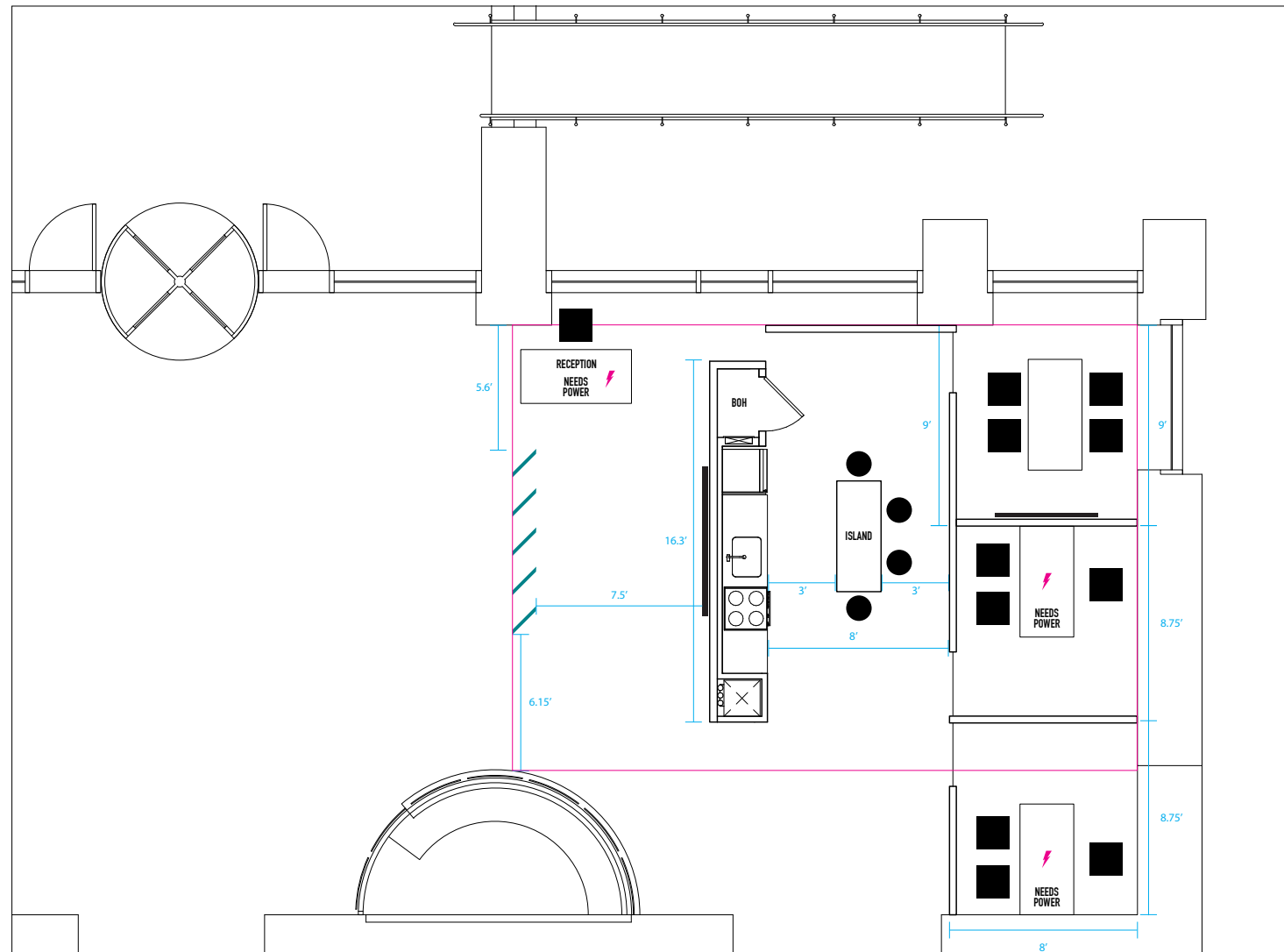
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POP-UP LEASING SPACE

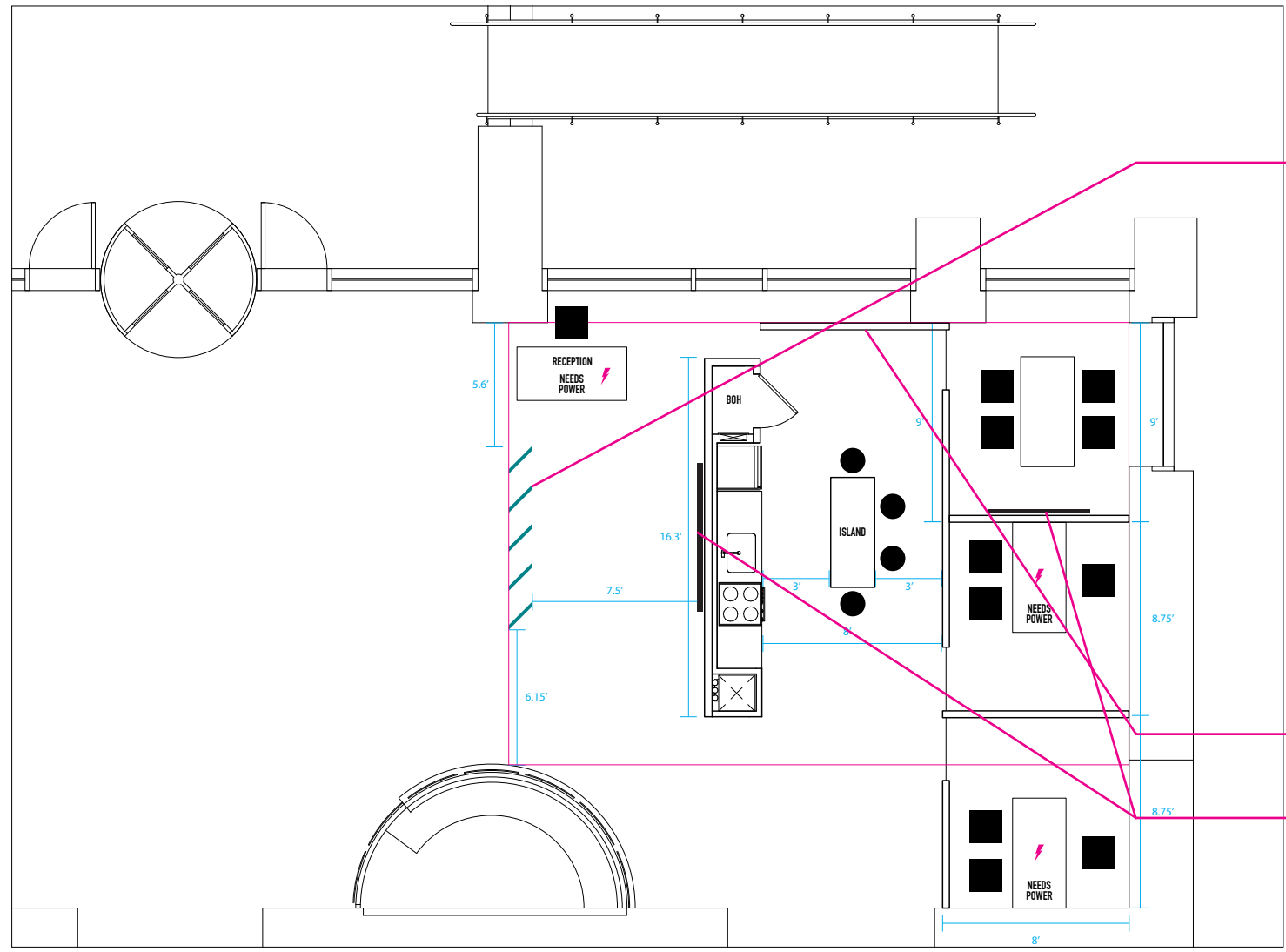
UPDATED 12/06/17

90 BROADWAY SPACE





 LOCATIONS THAT WILL NEED POWER



BRANDED "BLADES" THAT LINE UP FROM ENTRANCE TO CREATE ONE COHESIVE BRANDING AND PHOTOGRAPHIC MOMENT. PERSPECTIVE RENTERS CAN WALK AROUND AND THROUGH BLADES.

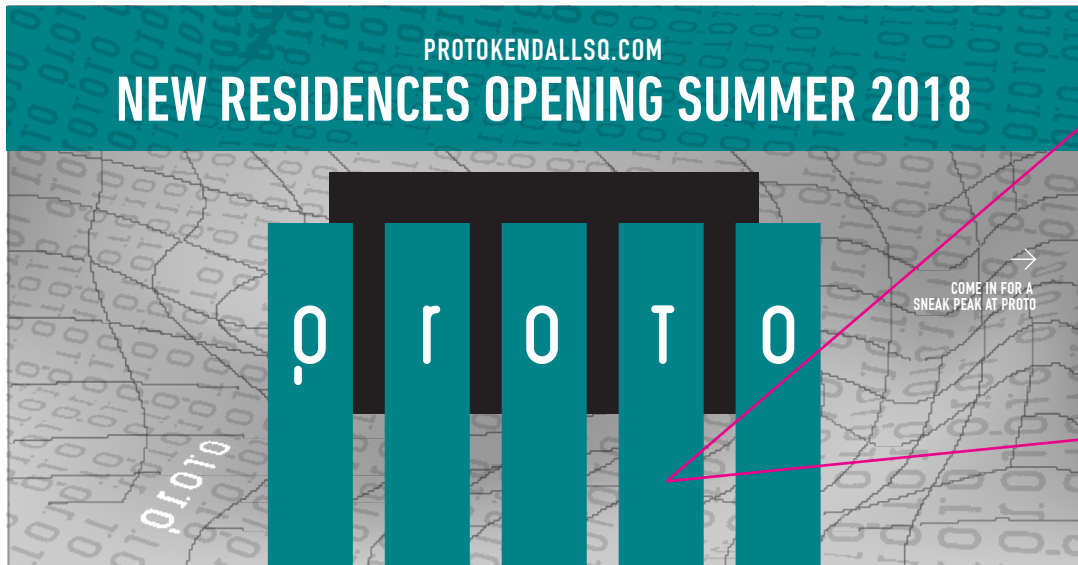
BACKS OF BLADES CAN HAVE MORE IMAGERY TO SHOW BUILDING HIGHLIGHTS AS WELL AS FURTHER MESSAGING OR RENDERS.

BATHROOM RENDER GOES HERE

LARGE TV GOES HERE

⚡ LOCATIONS THAT WILL NEED POWER

RENDERINGS FOR
PLACEMENT AND
CONCEPT ONLY



BRANDED "BLADES" THAT LINE UP FROM ENTRANCE TO CREATE ONE COHESIVE BRANDING AND PHOTOGRAPHIC MOMENT. PERSPECTIVE RENTERS CAN WALK AROUND AND THROUGH BLADES.

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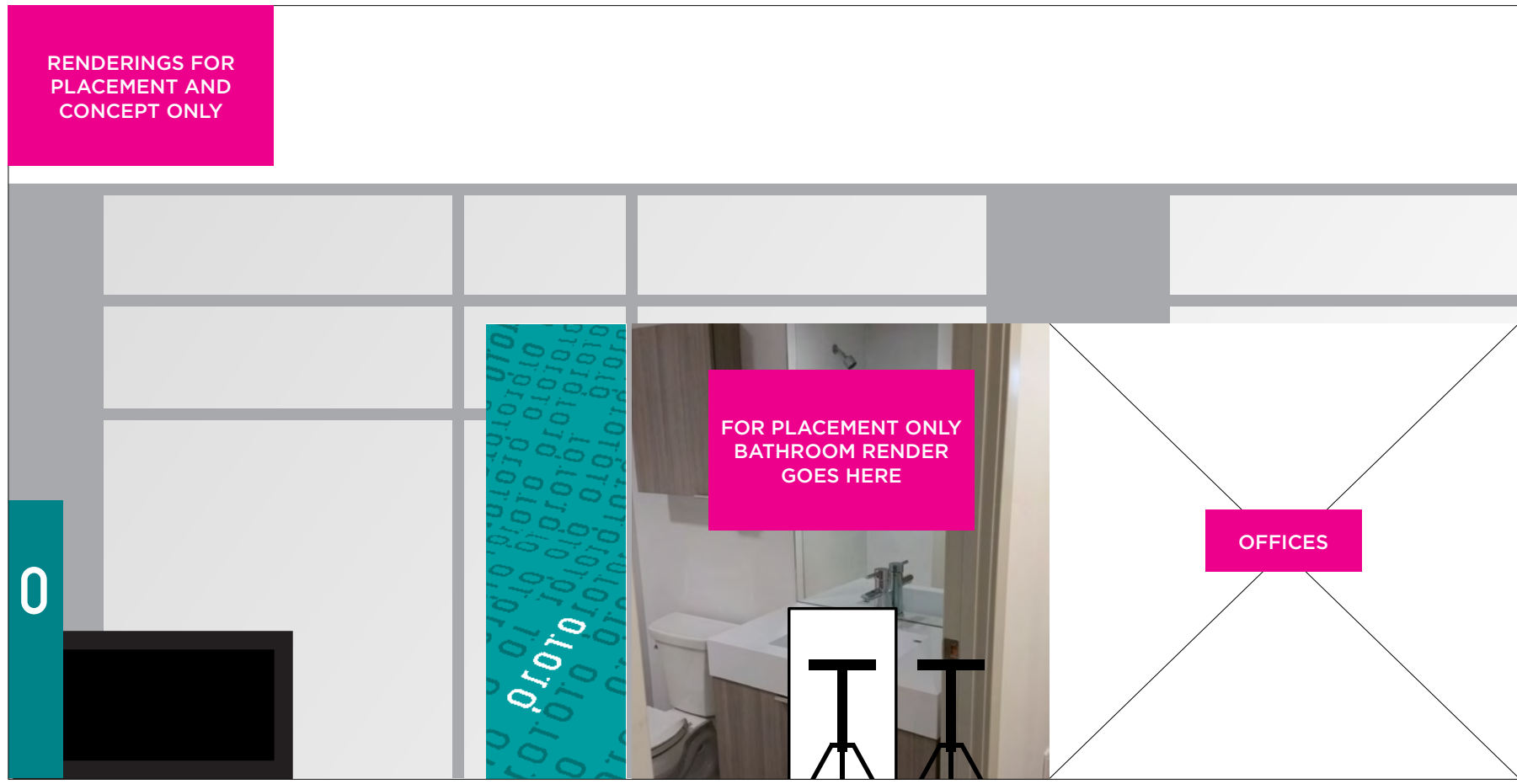
RENDERINGS FOR
PLACEMENT AND
CONCEPT ONLY

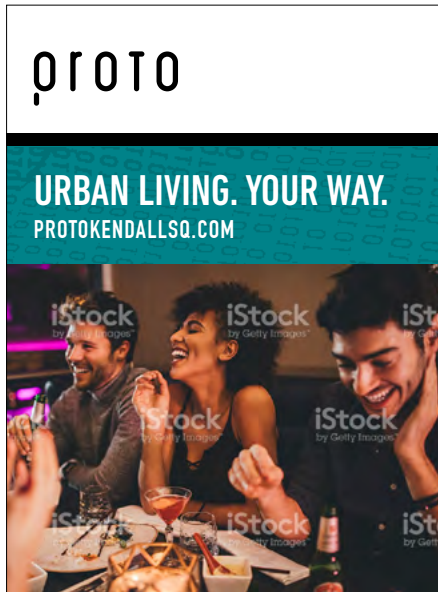
PROTOKENDALLSQ.COM

NEW RESIDENCES OPENING SUMMER 2018

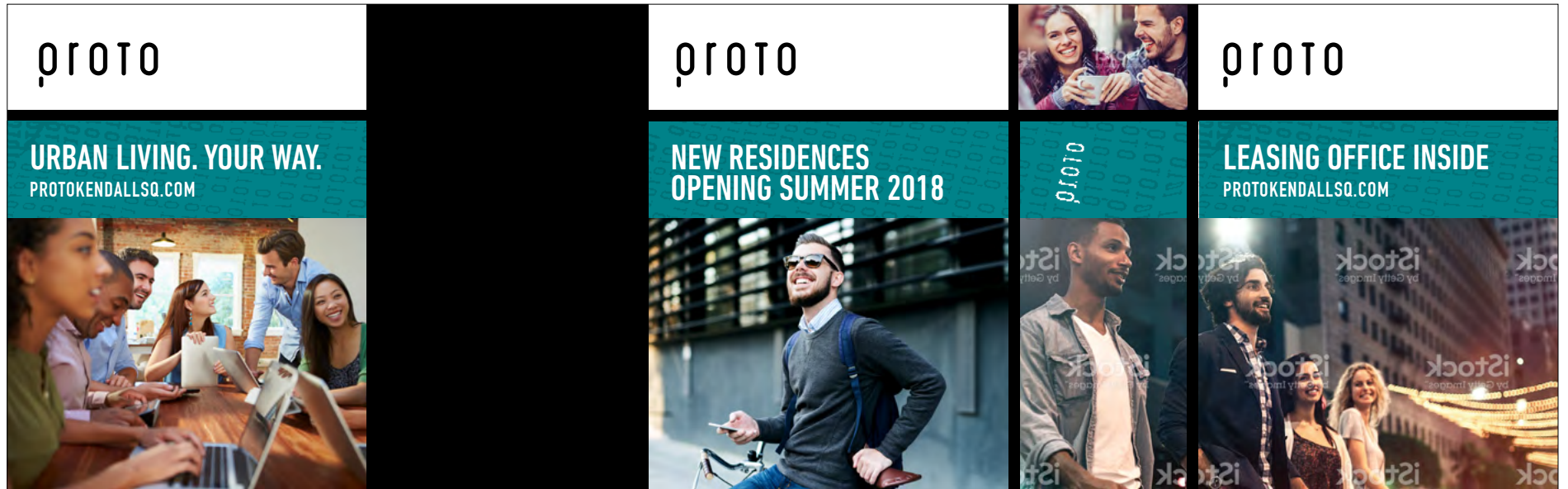
TV

COME IN FOR A
SNEAK PEAK AT PROTO





SIDE WINDOW



WINDOWS FACING BROADWAY

DIE CUT AND PERFORATED VINYL
APPLIED TO WINDOWS TO ALLOW
LIGHT IN. VINYL FACES OUT.

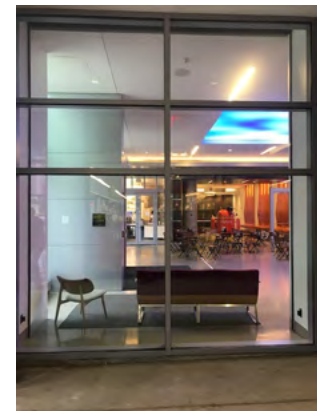
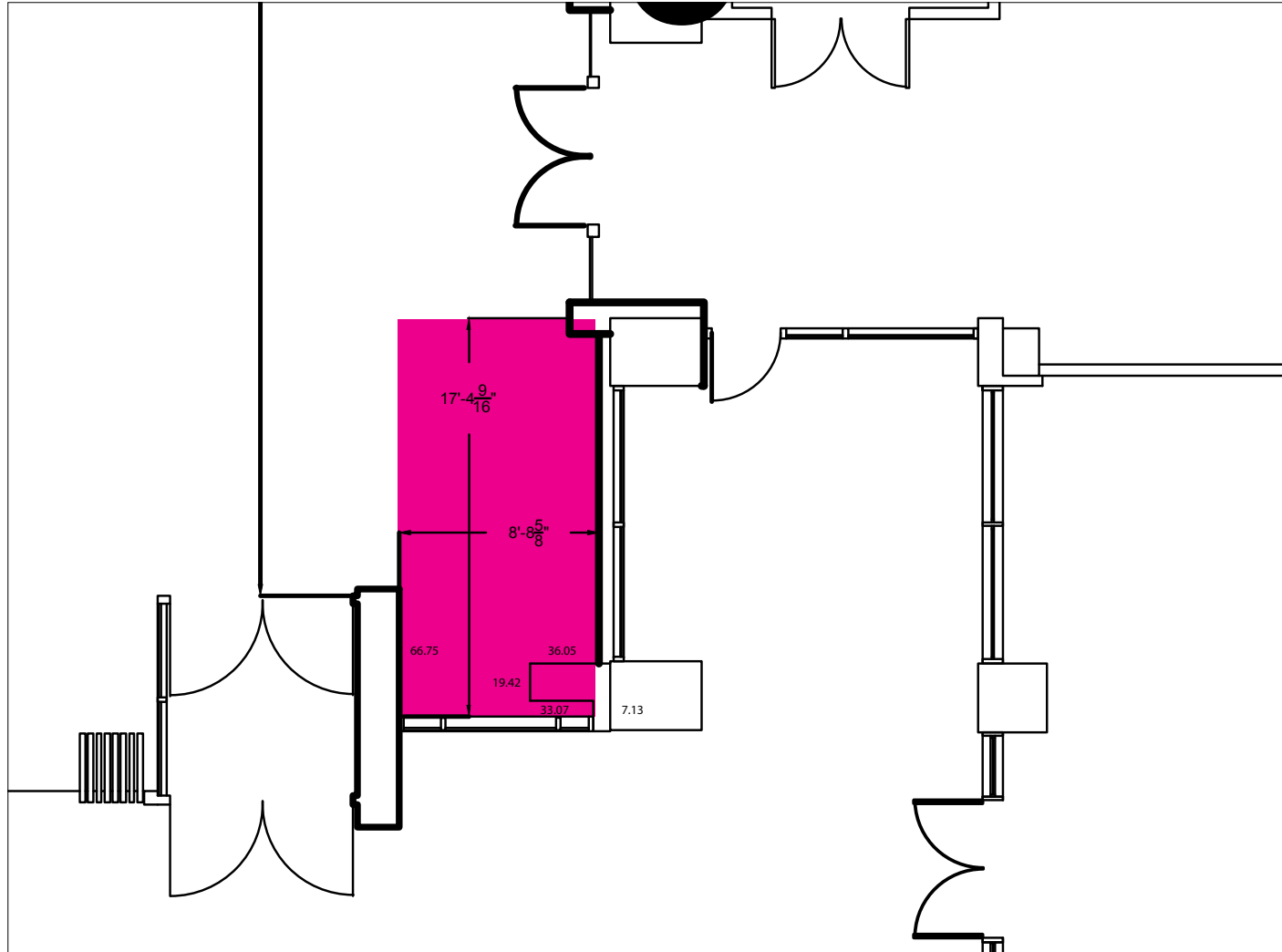
KENDALL SQ T STATION

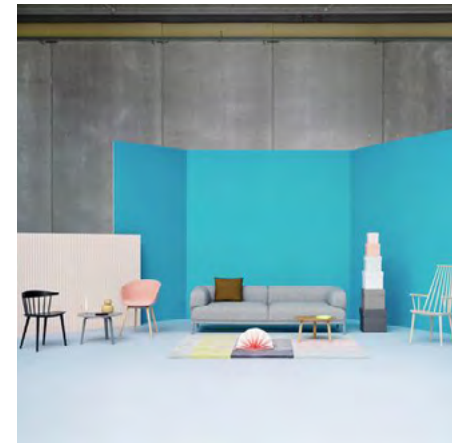
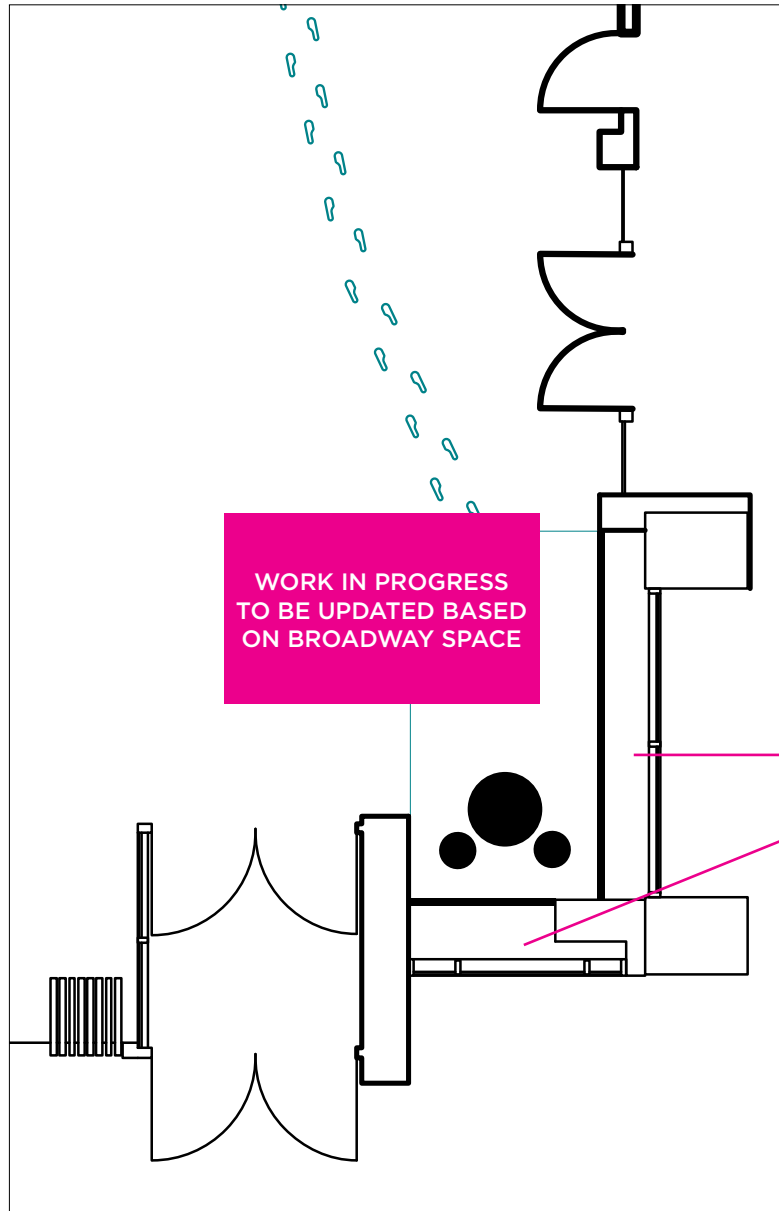
PROTO URBAN LIVING. YOUR WAY.

LEASING OFFICE NOW OPEN

PROTOKENDALLSQ.COM / 90 BROADWAY (NEXT TO MEADHALL)

325 MAIN STREET



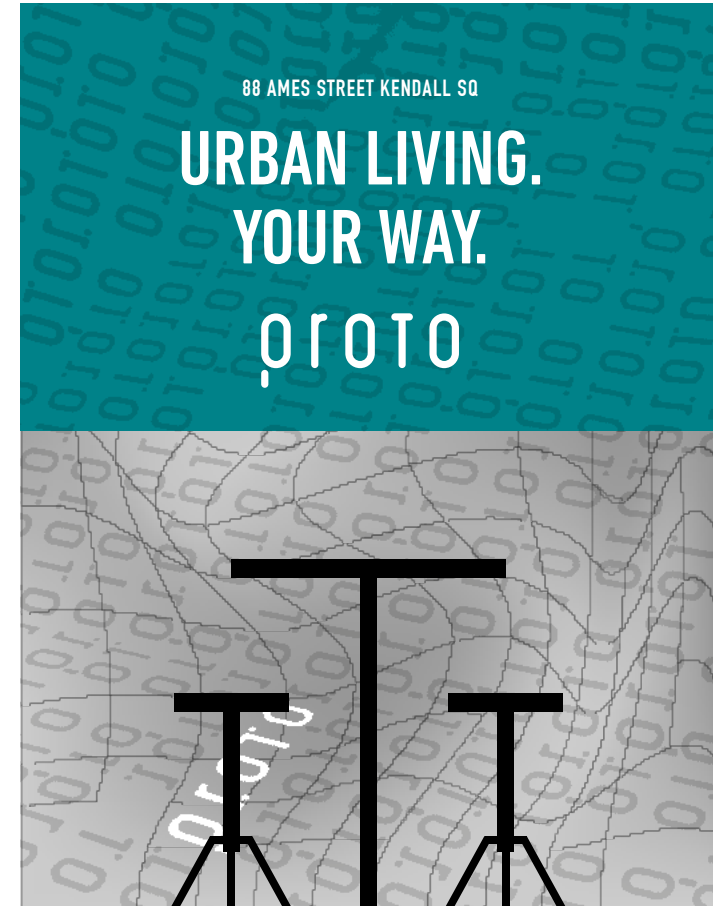


FREE STANDING WALLS WITH
BRANDING, TAGLINE AND A CLEAR
VINYL TONAL PATTERN. CAN ALSO
BE A PRINTED PERFORATED VINYL
BANNER.



FACING THE COOP

TABLE AND STOOLS FOR ATTENDANT



FACING MAIN ST.

PERFORATED VINYL APPLIED TO
WINDOWS TO ALLOW LIGHT IN. VINYL
FACES OUT.



FACING THE COOP



FACING MAIN ST.

All designs shown here are to be considered as intent drawings only. All stated dimensions and descriptions of materials and their uses are included only as an intention and best estimate of how to proceed. Locations and dimensions are approximate and must be verified by client, designer, or contractor in the field. Some interpretation may be necessary in order to fabricate a finished product. No part of the designs shown here have been engineered by Spoke, Inc., and are not warranted for code compliance nor final accuracy. Spoke, Inc. is not responsible for any compliance with local, regional, or national building codes (both residential and commercial).

spoke

1028 SE WATER AVE, SUITE 220

PORTLAND, OR 97214

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CRA Artwork Deaccession

Date: 12/20/2017

Title: Octahedron (Definition: a three-dimensional shape having eight plane faces, especially a regular solid figure with eight equal triangular faces)

Artist: Karl Schlamming

Original Location: Cambridge Center Plaza, north side of Main Street, nearby Kendall Square Red Line MBTA station and Marriott hotel entrance

Current Location: CRA Parcel 7, near corner of Binney Street, Galileo Way and Fulkerson Street

Creation Date: 1985

Removal Date: 2012

Materials: Unknown synthetic composite with real gold leaf on the exterior, supporting structure is a steel tube

Dimensions: 160" wide along widest dimension at the center on each side and 240" high including the metal pole


The Cambridge Redevelopment Authority (CRA), with authorization from the CRA Board (1/11/17 Board meeting), initiated the deaccession process for the Octahedron sculpture. The deaccession process involved staff exhausting several options for deaccession according to the CRA Deaccession Policy (Attachment A). The only remaining deaccession option for the CRA is proper disposal of the artwork.

The artist previously relinquished any claims to its future use, transfer, display, or destruction during an April 7, 2017 phone call with CRA Project Director, Jason Zogg. CRA Operations Director, Ellen Shore, witnessed this verbal agreement. The artist declined the CRA's offer to have him sign a paper copy of this document.

Signed:



Jason Zogg
Project Director
Cambridge Redevelopment Authority
Date
12/14/2017



Ellen Shore
Operations Director
Cambridge Redevelopment Authority
Date
12/14/2017

Attachment:

A: CRA Deaccession Policy

Attachment A: CRA Deaccession Policy

Final: 1/11/2017

CRA DEACCESSION POLICY

The CRA deaccession policy was assembled by reviewing the City of Cambridge Public Arts Commission deaccession policy as well as model language suggested by Americans for the Arts, which is the nation's leading nonprofit organization for advancing the arts and arts education.

Deaccessioning is a procedure for the withdrawal of an artwork from public exhibition is intended to maintain the value of the CRA's collection and guard against the arbitrary disposal of any of its pieces. Deaccessioning is a legitimate part of the formation and care of collections, and, when practiced, should be done in order to refine and improve the quality and appropriateness of the collection to better serve the CRA and the City of Cambridge. Standards applied to deaccessioning and disposal must be at least as stringent as those applied to the acquisition process and should not be subject to changes in fashion and taste. Whenever possible, artists should be notified of the withdrawal of their artwork from public exhibition or its relocation to a different site. In some cases such relocation may happen prior to the deaccession process commencing, as re-siting may be necessary when an artwork is in danger of being destroyed in its original location. Note that this procedure does not apply to temporary artwork if the agreed upon period for the artwork's exhibition is at an end.

The CRA Board decides when a work of art should be deaccessioned after a careful and impartial evaluation of the artwork as per the criteria listed below and in accordance with the Visual Artists Rights Act of 1990. The CRA Board may review specific artworks proposed for deaccession and make recommendation about the disposal of these artworks when the artwork's present condition poses a safety hazard to the public or two or more of the conditions are met and documented by CRA Staff:

Conditions for Deaccessioning

The artwork must meet a mixture of some but not necessarily all of these conditions according to the judgment of the CRA Staff and Board, in order to be considered for deaccession. These conditions should serve as an outline for writing Deaccession Reports, as described in the following section - *Steps for Deaccessioning*.

1. The artwork's present condition poses a safety hazard to the public;
2. Changes in building codes or zoning laws or regulations cause the Artwork to be in conflict with such codes, laws or regulations;
3. The artwork has been damaged or has deteriorated to the point that it can no longer be represented to be the original artwork;
4. The restoration of the artwork's structural or aesthetic integrity is technically not feasible, or repair and conservation work will render the work false, or the expense of restoring it exceeds 50 percent of the original cost of the artwork;
5. The architectural support (building, wall, plaza) is to be destroyed and the artwork cannot be removed intact for relocation;
6. Significant changes in the use, character, or actual design of the site have occurred, and/or the artwork may have lost its contextual meaning and it cannot be re-sited, or re-siting the artwork would be inappropriate, thereby prohibiting the retention of the artwork as originally conceived;

7. The artwork requires excessive and inappropriate conservation and/or maintenance or has faults of design or workmanship which can be termed inherent vice;
8. An artwork is not, or is rarely, on display because of lack of a suitable site.
9. The condition or security of the artwork cannot be reasonably guaranteed in its present location;
10. The CRA wishes to replace the artwork with a work of greater significance by the same artist;
11. Removal has been requested by the organization or property owner displaying the artwork (if other than the CRA) or removal has been requested by the artist;
12. The artwork is proved to be inauthentic or in violation of existing copyright laws;
13. The artwork has received documented, unabated and overwhelming public objection from a measurably large number of citizens and/or organizations based within the community where the artwork is located over at minimum ten years, and added community outreach has resulted in little significant community support and modifications of the artwork to change public acceptance as per discussions with the artist are not possible.

Steps for Deaccessioning

The following procedure summarizes the deaccessioning process for CRA Staff and the CRA Board from initiation with the writing of a deaccessioning report to deaccessioning completion. This procedure establishes guidelines for the ethical disposal of deaccessioned works of art.

1. CRA Staff prepares a Deaccession Report, which includes:
 - Basic information including title of work, location, year created, materials used
 - History and CRA background with the art
 - Documentation of current condition and site
 - Review of any restrictions which may apply to the artwork based on contract review or the condition of the artwork;
 - Challenges and obstacles regarding the work of art;
 - Analysis of the reasons for deaccessioning following conditions 1-13 listed above;
 - Options for storage or disposition of the artwork; and appraised value of the artwork, if reasonably obtainable;
 - Documentation of any initial conversations with the artist or others regarding deaccessioning.
2. The CRA Board reviews the report at a regular meeting to make a deaccessioning determination. The CRA Board may seek additional information from artists, galleries, conservators and other artist professionals prior to its final recommendation.
3. In the event that a recommendation to deaccession is made by the CRA Board, CRA Staff will be authorized to:
 - Inform the artist in writing of this decision and be given right of first refusal to buy back or otherwise repossess the deaccessioned artwork, including title, or the CRA will arrange for appropriate disposal/destruction of the artwork;
 - Inform any donors associated with the artwork (if the artwork was a donated gift) of the intent to deaccession; and
 - Provide the appropriate public notification. (Public notification may include notice on the CRA website and social media feeds, as well as announcements at CRA Board meetings and communications to the Cambridge Public Art Commission in addition to others as deemed necessary and prudent.)

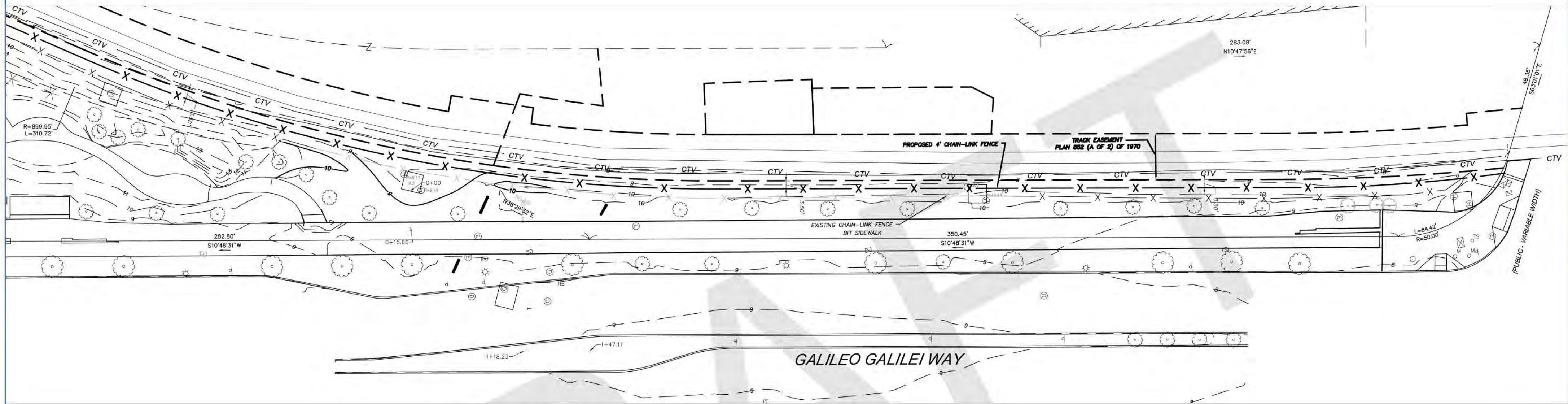
4. After proper public notification, the CRA Staff will consider the following actions, giving preference to public institutions in order that artworks may continue to retain the greatest amount of public accessibility (in order of priority). Note that arrangements agreed upon with the donor or artist at the time of the CRA's acquisition of the artwork such as a re-donation or sale take precedent.

- A. Indefinite loan to another governmental entity
- B. Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist. If the artwork is found to be of no monetary or negligible monetary value a donation of the artwork may be made to a willing and interested artist, gallery, museum, or other institution;
- C. Sale through auction, art gallery or dealer resale, or direct bidding by individuals, in compliance with City and State law and policies governing surplus property;
- D. Long-term storage (if feasible)
- E. Destruction of artwork deteriorated or damaged beyond repair at a reasonable cost, and/or deemed to be of no or only a negligible value, in accordance with national standards for conservation and deaccession. In this case, destruction should be complete, irreversible, and documented.
- F. Or other action as approved by the artist.

5. When an action is selected, CRA Staff will:

- Write a final letter of deaccession notice to the artists and attach a final Deaccession Report along with a Deaccession Agreement.
- The artist will sign and return the Deaccession Agreement
- The deaccession action will be executed by CRA Staff in an estimated timeline included in the aforementioned deaccession documentation, or as early as practicable

6. Any financial costs incurred to implement removal, donation and/or disposal of the artwork will be funded by CRA property maintenance funds



DRAFT

PRELIMINARY EASEMENT & PROPOSED FENCE PLAN

GRAND JUNCTION

GRAND JUNCTION PATH
CAMBRIDGE, MA



SCALE 1" = 30'-0"



DESIGNER: KAF; 12/6/17
Location of Fence & Easment
SHEET 1 OF 1



2018 PROPOSED CRA BOARD MEETING DATES

(Note: Shift to 2nd Wednesday of each month)

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
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22	23	24	25	26	27	28
29	30					

May						
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13	14	15	16	17	18	19
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27	28	29	30	31		

June						
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					1	2
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24	25	26	27	28	29	30

July						
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29	30	31				

August						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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26	27	28	29	30	31	

September						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
Su	Mo	Tu	We	Th	Fr	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Staff Report to the Board *December 20, 2017*

Administration and Contracting

The CRA auditors have just received the audit from the Cambridge Retirement System (CRS) and are now able to complete the CRA audit for FY16 (1/1/16 - 12/31/16). Because the CRA fiscal year overlaps with the CRS fiscal year (8/1/16 – 7/31/17), the CRA audit is dependent on the CRS audit. Given these dates, it is expected that CRA audits will not be ready earlier than December of the following year.

Forward Calendar Items

1. Broad Institute – DNatrium
2. 2016 Audit Report
3. Innovators for Purpose - Galaxy Park Installation
4. 88 Ames Street Signage
5. Binney Street Park Design

Staff have begun preparing for an office move early in 2018 to facilitate the construction of the Innovation Space required for the Infill Development Concept Plan. The CRA is evaluating temporary locations within 255 Main Street while also considering long-term plans for the office location. The initial move will involve shifting telecommunication systems, and moving files and furnishings within the building, while keeping the daily operations of the CRA functional.

Projects and Initiatives

Parcel Six

On Monday, December 18th, the 2018 Request for Proposal (RFP) was made available to vendors interested in the third season of the Food Truck vending program. Submissions will be due on or before February 9th. CRA staff will evaluate the proposals the week of February 12th and the selected vendors will be notified on February 20. The anticipated start date for the 2018 season is Monday, April 2nd.

The 2017 vending season was scheduled to end on November 17th. Due to this past season's success, three trucks (Chicken & Rice Guys, Mei Mei Street Kitchen, and Sheherazad Foods Inc.) have decided to continue to provide vending services throughout the remainder of the year to visitors of the civic space.



Grand Junction Park

Veolia's project to replace the condensate return line under the northern half of the park is nearly complete. The project completion was hindered due to unknown underground obstacles such as buried railroad tracks that were discovered during the excavating phase. CRA staff allowed Veolia to close the bike path during the hours of 7am – 3pm, which also had less impact on the trees during construction. Brightview surveyed the tree roots during a recent site visit and agreed that all the trees should survive the disturbance encountered during the project.



CRA staff is currently reviewing park reconstruction designs with Brightview. The design will be incorporated in the renovation of the park. The approved design will include additional space and plantings to the park. The anticipated completion of the renovation will be Spring 2018.

Just-A-Start Housing Loan

On November 22, 2017, Just-A-Start (JAS) and the CRA finalized loan agreements for their property consolidation project. The CRA contributed \$540,000 to help upgrade and/or replace fire suppressant systems in 112 of JAS's residential units. The restructuring helped give JAS access to new resources to rebuild 50 York Street, as well as capital to rehab some of their other properties. To the right is a rendering of the residential building now under construction at 50 York.

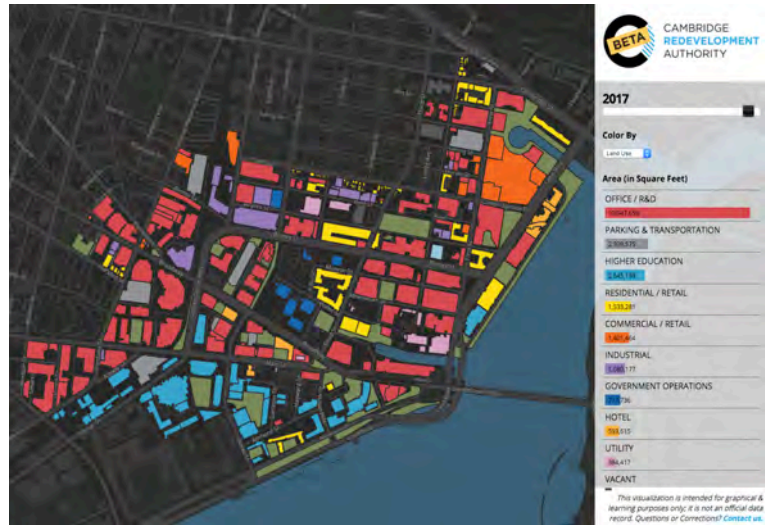


145 Broadway

Boston Properties and Turner Construction reached a new phase of construction of the Akamai headquarters on Parcel Two. Excavation of the parking garage and installation of the vertical structure have begun. CRA and City staff are reviewing the final elements of the external façade on the visual mock-up, the soffit materials for the first structural overhang, and the building entrance.

Kendall Square Visualization

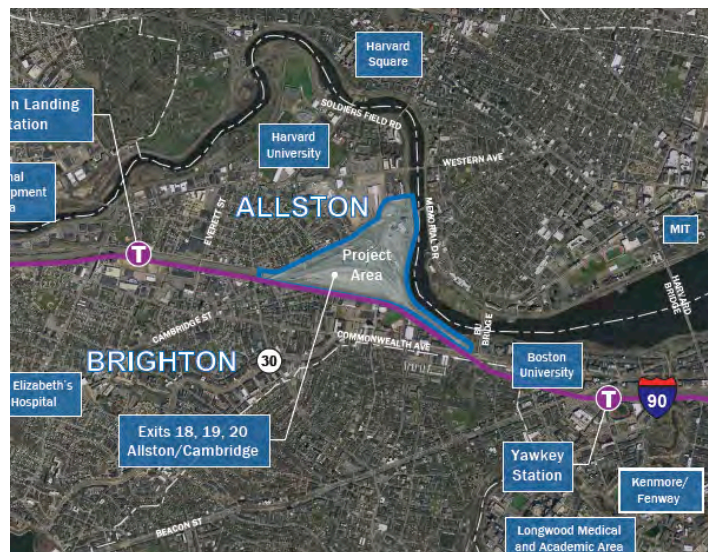
The Kendall Square Visualization map was created to illustrate the growth and evolution of Kendall Square since the 1980s. The visualization focuses on three areas: growth by year, development of mixed land uses, and the addition of open space. While this project was initially started in 2015 during the MXD rezoning effort, it has received renewed attention in the past few months. Staff have worked with Sasaki consultants to refine the map data and simplify the content and map design. The Beta version of the map should be made live in January.



I-90 Allston Viaduct

The Allston I-90 Viaduct needs to be replaced and MassDOT proposes to replace the existing highway with a new multi-modal urban interchange. On November 30, 2017, MassDOT released its Draft Environmental Impact Report (DEIR) reviewing project needs, goals, and impacts of three design alternatives.

The I-90 viaduct project will impact local and regional transportation systems significantly. The project area currently accommodates I-90, Beacon Park Rail Yard, the Worcester Commuter Rail Line, the Grand Junction Rail Line, Soldiers Field Road, and the Paul Dudley White Path. In phases, MassDOT seeks to retain these transit uses and add a new multi-modal West Station.



The CRA has been tracking this project, giving specific attention on how the recommended changes relate to, or will affect, the Grand Junction Path connection from Kendall Square to Boston. The CRA is in the process of drafting a DEIR comment letter to be submitted in January 2018.



Budget vs. Actuals January - November, 2017

	Total	
	Actual	Budget
Income		
4000 Income		
4200 Operating Revenue		
4210 Grants		\$0
4220 Proceeds from sale of development rights	\$23,043,079	\$23,043,079
4230 Reimbursed Expenses	\$2,089	\$2,000
4240 Rental Income		
4241 Lot License Agreements	\$89,071	\$5,000
4242 Foundry Ground Lease		\$0
4243 Parcel Six Rental Space	15,517	\$10,000
Total 4240 Rental Income	\$104,587	\$15,000
4250 Other	\$2,997,000	\$3,000,000
Total 4200 Operating Revenue	\$26,146,755	\$26,060,079
4300 Other Income		
4310 Dividend Income	\$22,324	\$12,000
4320 Interest Income	\$103,828	\$134,000
Total 4300 Other Income	\$126,152	\$146,000
Total 4000 Income	\$26,272,908	\$26,206,079
Total Income	\$26,272,908	\$26,206,079
Gross Profit	\$26,272,908	\$26,206,079
Expenses		
6000 Operating Expenses		
6100 Personnel		
6110 Salaries	\$342,699	\$440,000
6120 Payroll Taxes		
6121 Medicare & OASDI (SS)	\$6,534	\$12,000
6123 Unemployment & MA Health Ins	\$594	\$506
Total 6120 Payroll Taxes	\$7,128	\$12,506
6130 Personnel and Fringe Benefits		
6131 Insurance - Dental	\$5,372	\$6,400
6132 Insurance - Medical (for Employees)	\$25,365	\$70,000
6133 Pension Contribution (Employees & Retirees)	\$64,851	\$72,000
6134 T Subsidy	\$3,182	\$5,000
6135 Workers Comp & Disability Insurance	\$839	\$1,000
Total 6130 Personnel and Fringe Benefits	\$99,608	\$154,400
6140 Insurance - Medical (for Retirees, Survivors)	\$41,870	\$70,000
6150 OPEB Account Contribution	\$7,000	\$7,000
Total 6100 Personnel	\$498,306	\$683,906

	Total	
	Actual	Budget
6200 Office		
6210 Community Outreach		
6211 Materials	\$209	\$4,000
6212 Public Workshops	\$545	\$4,000
6213 Other	\$5,078	\$12,000
Total 6210 Community Outreach	\$5,833	\$20,000
6220 Marketing & Professional Development		
6221 Advertising	\$96	\$3,400
6222 Conferences and Training	\$5,199	\$10,000
6223 Dues and Membership	\$4,385	\$4,000
6224 Meals	\$403	\$600
6225 Recruiting	\$285	\$400
6226 Staff Development	\$485	\$2,000
6227 Subscriptions		\$300
6228 Travel	\$264	\$500
Total 6220 Marketing & Professional Development	\$11,117	\$21,200
6230 Insurance		
6231 Art and Equipment	\$5,675	\$5,800
6232 Commercial Liability	\$3,617	\$3,400
6233 Special Risk	\$3,794	\$3,800
Total 6230 Insurance	\$13,086	\$13,000
6240 Office Equipment		
6241 Equipment Lease	\$3,938	\$4,300
6242 Equipment Purchase (computers, etc.)	\$2,587	\$2,500
6243 Furniture		\$800
Total 6240 Office Equipment	\$6,525	\$7,600
6250 Office Space		
6251 Archives (Iron Mountain)	\$5,185	\$6,200
6252 Office Rent	\$99,721	\$102,000
6253 Office Utilities	\$3,139	\$4,200
6254 Other Rental Space	\$4,788	\$4,800
6255 Parking		\$400
6256 Repairs and Maintenance		\$300
Total 6250 Office Space	\$112,833	\$117,900
6260 Office Management		
6261 Board Meeting Expenses	\$369	\$600
6263 Office Supplies	\$1,079	\$2,000
6264 Postage and Delivery	\$213	\$300
6265 Printing and Reproduction	\$733	\$1,000
6266 Software	\$593	\$700
6267 Payroll Services	\$849	\$1,000
6268 Financial Service Charges	\$127	\$100
Total 6260 Office Management	\$3,962	\$5,700
6270 Telecommunications		
6271 Internet	\$2,843	\$3,200
6272 Mobile	\$1,583	\$2,600
6273 Telephone	\$2,570	\$2,200
6274 Website & Email Hosting	\$539	\$800

	Total	
	Actual	Budget
6275 Information Technology	\$1,137	\$1,200
Total 6270 Telecommunications	\$8,672	\$10,000
Total 6200 Office	\$162,028	\$195,400
6300 Property Management		
6310 Contract Work	\$4,088	\$4,000
6320 Landscaping Maintenance	\$18,987	\$42,000
6330 Repairs		\$3,000
6340 Snow Removal	\$8,320	\$30,000
6350 Utilities		
6351 Gas & Electric	\$4,982	\$4,000
Total 6350 Utilities	\$4,982	\$4,000
6360 Other		
Total 6300 Property Management	\$36,376	\$83,000
Total 6000 Operating Expenses	\$696,711	\$962,306
7000 Professional Services		
7001 Construction Management		
7002 Design - Architects	\$15,513	\$30,000
7003 Design - Landscape Architects		\$20,000
7004 Engineers	\$4,340	\$35,000
7005 Legal	\$71,421	\$150,000
7006 Real Estate & Finance	\$5,488	\$30,000
7007 Planning and Policy	\$12,430	\$20,000
7008 Retail Management / Wayfinding		\$1,000
7009 Accounting	\$1,092	\$19,500
7010 Marketing / Graphic Design		\$4,000
7011 Temp and Contract Labor	\$5,564	\$30,000
7012 Web Design / GIS	\$656	\$11,000
7013 Land and Building Surveys	\$6,500	\$10,000
7014 Records Management / Archivist		\$20,000
7015 Energy & Environmental Planning	\$1,650	\$2,000
7017 Transportation	\$138,489	\$253,000
Total 7000 Professional Services	\$263,144	\$635,500
8000 Redevelopment Investments		
8100 Capital Costs	\$12,042	\$120,000
8200 Forward Fund	68,285	\$125,000
8400 Foundry Fund		TBD
8500 KSTEP Fund	\$6,000,000	\$6,000,000
8600 Affordable Housing	\$540,000	\$540,000
Total 8000 Redevelopment Investments	\$6,620,327	\$6,785,000
Total Expenses	\$7,580,182	\$8,382,806
Net Operating Income	\$18,692,726	\$17,823,273
Net Income	\$18,692,726	\$17,823,273

