



MEETING AGENDA
MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, October 26, 2016, 4:00pm
Meridian City Hall, City Council Conference Room
33 East Broadway Avenue - Meridian, Idaho

1. Call Meeting to Order [Escobar]:

2. Roll-call Attendance [Escobar]:

_____ Jim Escobar – Chairman
_____ Dan Basalone – Vice-Chairman
_____ Dave Winder – Secretary/Treasurer

_____ Keith Bird – Member
_____ Callie Zamzow - Member
_____ Tammy de Weerd – Member
_____ Nathan Mueller – Member
_____ Rob McCarvel – Member
_____ Rick Ritter – Member

_____ Todd Lakey – Counsel
_____ Ashley Squyres – Administrator

3. Confirm Agenda [Escobar]:

4. Approve Consent Agenda [Escobar]: These items will be approved by a single vote unless a Board member requests to remove an item for specific discussion and/or action.

a. Approve Minutes of the October 26, 2016 Regular Meeting

ACTION AND PRESENTATION ITEMS

5. Consideration of Approval of a Subrecipient Agreement with Meridian Cycles for a Façade Improvement Grant and Corresponding Resolution 16-053 [Lakey]

6. Consideration of Approval of an Owner Participation Agreement with Meridian Cycles for Infrastructure Reimbursements and Corresponding Resolution 16-054 [Lakey]

7. Consideration of Approval of the Project Agreement Closeout of the Idaho Avenue Placemaking Project [Caleb Hood/Squyres]

8. Consideration of Approval for the Annual Valley Regional Transit Membership Agreement for Fiscal Year 2017 and Corresponding Resolution 16-055 [Squyres]

9. Consideration of Approval of a Memorandum of Agreement with the City of Meridian for Reimbursement of Specific Pine Avenue Construction Costs and Corresponding Resolution 16-056 [Lakey/Squyres]

10. Consideration of Approval of a Memorandum of Agreement with the City of Meridian for a 2017 Sponsorship of the Concerts on Broadway Series and Corresponding Resolution 16-057 [Lakey/Squyres]

11. Consideration of Approval of a Task Order with Forsgren Associates for the Updating of the 2012 Nine Mile Floodplain Study and Corresponding Resolution 16-058 [Squyres]

DISCUSSION ITEMS

12. Downtown Parking, Transportation and Streetscape Update [Bird]

13. Upcoming Committee Meetings [Squyres]

14. Counsel's Report [Lakey]: Counsel Lakey will review legal topics that need to be brought to the attention of the Board.

15. Administrator's Report [Squyres]: Administrator Squyres will review topics that need to be brought to the attention of the Board.

16. Chairman's Report

17. Public Comment

18. Adjourn the Meeting [Escobar]:

Executive Session per Idaho State Code 74-206: The Board may go into executive session pursuant to Idaho Code Section 74-206 with the specific applicable code subsection cited as part of the motion to go into executive session.

Regular meetings of the Meridian Development Corporation Board of Commissioners are scheduled for the second Wednesday of each month at 7:30 am and the fourth Wednesday at 4:00 pm in the North Conference Room at the Meridian City Hall.



**MEETING AGENDA
 MEETING OF THE BOARD OF COMMISSIONERS
 Wednesday, October 12, 2016, 7:30am
 Meridian City Hall, Conference Room A
 33 East Broadway Avenue - Meridian, Idaho**

1. Call Meeting to Order [Escobar]:

At 7:31am, Chairman Escobar called the meeting to order.

2. Roll-call Attendance [Escobar]:

<u>X</u>	Jim Escobar – Chairman	<u>X</u>	Keith Bird – Member
<u>X</u>	Dan Basalone – Vice-Chairman	<u>X</u>	Callie Zamzow - Member
<u>X</u>	Dave Winder– Secretary/Treasurer	<u>O</u>	Tammy de Weerd – Member [Arrived at 7:33am]
		<u>X</u>	Nathan Mueller – Member
		<u>O</u>	Rob McCarvel – Member
		<u>X</u>	Rick Ritter – Member
		<u>X</u>	Todd Lakey – Counsel
		<u>X</u>	Ashley Squyres – Administrator

3. Confirm Agenda [Escobar]:

A motion was made by Commissioner Winder and seconded by Commissioner Bird to confirm the agenda.

ALL AYES.

4. Approve Consent Agenda [Escobar]: These items will be approved by a single vote unless a Board member requests to remove an item for specific discussion and/or action.

- a. Approve Minutes of the September 28, 2016 Regular Meeting**
- b. Approve September 2016 Administrator’s Report**

A motion was made by Commissioner Winder and seconded by Commissioner Basalone to approve the consent agenda.

ALL AYES.

ACTION AND PRESENTATION ITEMS

5. Update on Public Art Installation at Fairview and Main by the Meridian Arts Commission [Hillary Bodnar]

Hillary Bodnar from the City of Meridian updated the board on the completed project. She reviewed the project timeline with the board, which was a total of 20-months. She also discussed some of the challenges associated with the project. Chairman Escobar stated that MDC appreciates the Art Commission's hard work and that he believes it is a wonderful aspect to the northern entrance into downtown. Hillary stated the next project is to be located in Heroes Park outside of downtown Meridian but the project after that is anticipated to be placed somewhere in downtown.

6. Review of the RFP Response by Novembrewhisky Properties, LLC and Consideration of Approval to Enter Into Contract Negotiations and Corresponding Resolution 16-048 [Winder]

Commissioner Winder discussed the number of responses to the RFP and the aspects of the one proposal that was received. Counsel Lakey discussed the aspect of "fair value" with the board, which does not equate to "fair market value". The board had no discussion on the matter or questions for Josh Evarts. A motion was made by Commissioner Basalone and seconded by Commissioner Zamzow to accept the RFP response and to authorize Commissioner Winder, Counsel Lakey and Squyres to enter into negotiations with the respondent.

ALL AYES.

7. Review and Consideration of Approval of the Property Committee Recommendation to enter into negotiation of a Subrecipient Agreement with Paul and Krista McKenna of Meridian Cycles for 116 East Broadway Avenue [Winder]

8. Review and Consideration of Approval of the Property Committee Recommendation to pursue negotiation of enter into an Owner Participation Agreement with Paul and Krista McKenna of Meridian Cycles for sewer improvements for 116 East Broadway Avenue [Winder]

Items 7 and 8 were discussed together.

Commissioner Winder discussed the application submitted by Meridian Cycles for the former Frontier Bar site. Squyres reviewed the financial ask of the applicant with the board and stated that the committee is recommending the approval of \$85,000 towards the front facade and the \$20,570 sewer request to be reimbursed through an owner participation agreement. Chairman Escobar asked about the public purpose component of the project. Commissioner Winder stated that this would be a catalyst project for the block and would remove significant blight. Commissioner Basalone stated he agreed with Commissioner Winder's assessment. Commissioner Basalone also stated that he hoped that Meridian Cycles would come in at a future date for the alleyway portion of the project. Commissioner Mueller agreed. Paul McKenna of Meridian Cycles thanked the board and said they are excited about the project, even though it is a bigger project than anticipated. He stated that he and his wife feel a connection to downtown Meridian and want to stay in downtown as they grow their business. Walt Lindgren, the project architect, asked the board regarding the funding of the alleyway. Chairman Escobar stated the alleyway is important but it is a committee-driven process. Commissioner Mueller stated it is also important to gain the support of the other property owners. Commissioner Basalone thanked the McKennas for their investment in downtown Meridian. Commissioner de Weerd stated this will be a cornerstone project. A motion was made by Commissioner Basalone and seconded by Commissioner de Weerd to enter into negotiation of a subrecipient agreement and an owner participation agreement for 116 East Broadway Avenue.

ALL AYES.

9. Consideration of Approval of the Gallatin Public Affairs Task Order No. 1 for the Creation of a Quarterly Newsletter and Corresponding Resolution 16-049 [Zamzow]

Commissioner Zamzow discussed the project with the board. Squyres reviewed the scope of work with the board. Commissioner Mueller stated this is important for education of MDC and the work that we do, this allows for public transparency and the public needs to see our strategy. Commissioner Zamzow stated that this will allow for a written history of MDC's accomplishments. Chairman Escobar stated it is important for MDC to be proactive in telling our successes. A motion was made by Commissioner Winder and seconded by Commissioner Basalone to approve Task Order No. 1.

ALL AYES.

10. Consideration of Approval of the Gallatin Public Affairs Task Order No. 2 for the Creation of Communications Material and Toolkit and Corresponding Resolution 16-050 [Zamzow]

Commissioner Zamzow discussed the project with the board. Squyres reviewed the scope of work with the board. Commissioner Mueller discussed the purpose of the project and how this will be used to meet with the development and business community as this will be relevant information. A motion was made by Commissioner Mueller and seconded by Commissioner Zamzow to approve Task Order No. 2 in the amount of \$10,000.

ALL AYES.

11. Consideration of Approval of a Lease Extension for the Treasure Valley Children's Theatre and Corresponding Resolution 16-051 [Lakey]

Counsel Lakey presented the lease extension to the board. This would be a one-year renewal through September 30, 2017 with a 90-day termination clause. Autumn is aware of the likely development of 703 North Main. A motion was made by Commissioner Bird and seconded by Commissioner Winder to approve the lease extension for TVCT.

ALL AYES.

12. Consideration of Approval of a Bid for the Printing of the Downtown Bike Map and Corresponding Resolution 16-052 [Basalone]

Commissioner Basalone presented the project to the board. He discussed the three bids but after review, it was determined the one local bid, albeit a bit higher, made the most sense for quality control. Commissioner de Weerd asked if it was meant to be electronic. Squyres mentioned that was not the purpose of the project however, it may be possible to create a .pdf of the files. Chairman Escobar offered to assist. A motion was made by Commissioner Basalone and seconded by Commissioner Winder to approve the printing of 5,000-copies at \$2,942.

ALL AYES.

DISCUSSION ITEMS

13. Public Relations Committee Update [Zamzow]

Nothing further needs to be discussed.

14. Property Committee Update [Winder]

Commissioner Winder stated there wasn't any additional discussion needed. Commissioner Basalone did mention that the property committee did receive a draft application for another façade improvement application. The committee offered feedback to the applicant and will be awaiting a formal submittal.

15. Upcoming Committee Meetings [Squyres]

Squyres reviewed the upcoming committee meetings with the board.

16. Counsel's Report [Lakey]: Counsel Lakey will review legal topics that need to be brought to the attention of the Board.

No report.

17. Administrator's Report [Squyres]: Administrator Squyres will review topics that need to be brought to the attention of the Board.

No report.

18. Chairman's Report

Commissioner Winder stated that the Valley Regional Transit Board did approve the money for the Harvest Transit service that begins in December.

19. Public Comment

Josh Evarts stated that MDC is on the right track and to keep doing what the agency is doing.

20. Adjourn the Meeting [Escobar]:

At 8:59am, a motion was made by Commissioner Bird and seconded by Commissioner Basalone to adjourn the meeting.

ALL AYES.

Jim Escobar, Chairman

**RECIPIENT AGREEMENT BETWEEN
THE MERIDIAN DEVELOPMENT CORPORATION AND MERIDIAN CYCLES FOR
FAÇADE IMPROVEMENT GRANT FUNDS**

This agreement is entered into this 26th day of October, 2016 by and between the Meridian Development Corporation, an urban renewal agency as established under Chapter 20, Title 50, Idaho Code (“MDC”) and applicant Meridian Cycles Corporation, an Idaho Corporation (“Recipient”) for reimbursement of project costs with façade improvement grant funds (“Agreement”).

WHEREAS, MDC is the urban renewal agency for the City, charged with increasing the economic vitality within the urban renewal area boundary and creating opportunities to live, work, and play in Downtown;

WHEREAS, the Property is located at 116 E. Broadway Ave., Meridian, Idaho (“Property”) and is within the district boundaries and the downtown core;

WHEREAS, MDC is the urban renewal agency for the City, charged with increasing the economic vitality within the urban renewal area boundary and creating opportunities to live, work, and play in Downtown; and

WHEREAS, Idaho Code and MDC’s urban renewal plan for the removal and improvement of blighted areas within the district boundaries and promoting the development and/or redevelopment of property in the Meridian’s historic downtown area;

WHEREAS, the subject property is in a blighted area of the downtown where old buildings have been demolished, become vacant or are underutilized and redevelopment of such blighted properties in the downtown core is a priority for MDC; and

WHEREAS, Recipient’s application seeks to redevelop and improve a blighted property in Meridian’s downtown core which will promote and further the goals and policies contained in MDC’s Revitalization Plan;

WHEREAS, MDC’s Property Committee reviewed and approved RECIPIENTS’ application but recommends approving the grant in the amount of eighty-five thousand dollars (\$85,000.00) which is less than that request by the Recipient;

WHEREAS, based upon the historic and blighted nature of RECIPIENT’S property, its location downtown, the RECIPIENT’S plan to redevelop substantially improve the building façade which contributes to the overall improvement of this blighted portion of e downtown and the Meridian community, reduction of blight, promotion of similar upgrades to less desirable properties and encouragement of economic development, the Board finds that the improvements noted in this Agreement principally provide public and community benefit which substantially exceed the ancillary private benefit to the Recipient;

WHEREAS, Recipient's Project was approved for participation in the Program conditioned upon execution of this Agreement with MDC; and

WHEREAS, MDC and Recipient wish to enter into this cooperative agreement ("Agreement") for the use of MDC funds to reimburse certain costs associated with Recipient's Project and provide for the on-going public purpose aspects of the Project;

NOW THEREFORE, in consideration of the good, sufficient and valuable mutual consideration and covenants of the parties, the Parties agree as follows:

I. SCOPE OF SERVICE

A. Activities. Upon completion of the Project, Recipient may request reimbursement of certain expenses associated with the construction and completion of the Project from MDC. Reimbursement for these expenses will be from funds provided by MDC through its façade improvement program. Recipient's reimbursement shall not exceed the sum of eighty-five thousand dollars (**\$85,000.00**). Reimbursement shall only be made for items pertaining to the front façade as described in Exhibit A. Any appropriately reimbursable costs of Recipient on the Project are to be paid following the completion of Recipient's Project. Prior to any reimbursement from MDC, Recipient must provide MDC with all documentation as required by MDC of the reimbursable expenses incurred and paid by Recipient, including without limitation billing statements and receipts or other proof of payment deemed adequate by MDC. *Recipient must also provide proof that all necessary inspections have been completed and all applicable City and other agency approvals and permits have been obtained.* Recipient's Project shall not be modified without the express written consent of MDC. Any unauthorized modification of the Project or violation of the terms of this Agreement may, in MDC's sole discretion, result in removal of the Project from the façade improvement program and cancellation of this Agreement without further obligation whatsoever on MDC, including without limitation, loss of some or all of the funding approved for the Project under this Agreement. The façade improvement funds can generally be used for reimbursement of the following items:

1. Architectural and engineering services;
2. Historical research and documentation;
3. Permit fees; and
4. Construction costs to repair, improve and/or restore the front area of the property and building(s), signage or other approved components of the Project.

However, the items specifically eligible for reimbursement on the Project are noted in the attached Exhibit A.

- B. Performance monitoring.** MDC may monitor the performance and work of Recipient on the Project for compliance with the terms of this Agreement. Performance monitoring may include review of Recipient's submitted documents for accuracy and completion, as well as on-site visits from an MDC representative to review the completeness and accuracy of records maintained and progress and compliance of the Project. Substandard performance as determined by MDC shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Recipient within fourteen days (14) after being notified by MDC, this Agreement may be terminated at the discretion of MDC.
- C. Term/Time of performance.** The Project is anticipated to be completed in the Spring of 2017. The term of this Agreement shall expire on September 30, 2017 or upon final payment of proper reimbursable expenses by MDC, whichever occurs first. The parties may mutually agree in writing to extend any time periods hereunder. Recipient agrees that the Project will be completed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely complete the Project or perform any of the obligations hereunder shall constitute a material breach of, and a default under, this Agreement by the party so failing to perform.
- D. Progress Reports.** Recipient shall submit a monthly progress report regarding work on the Project, in the form and content as required by MDC. If Progress Reports are delinquent, MDC may, in its sole discretion, withhold reimbursement and/or terminate the Agreement without obligation to Recipient.

II. ADMINISTRATIVE REQUIREMENTS

- A. Administrative requirements.** Recipient shall comply with applicable uniform administrative requirements. This includes, without limitation, maintaining records regarding the Project and compliance with the terms of this Agreement and all applicable local, state and federal laws, rules, regulations and requirements.
 - 1. Audits and inspections.** All Recipient records with respect to any matters covered by this Agreement shall be made available to MDC or its representative, at any time during normal business hours and as often as deemed necessary by MDC, to audit, examine, and make excerpts or transcripts of all relevant data for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. MDC agrees to schedule these audits or inspections in advance with Recipient.
- B. Payment Procedures.**
 - 1. Payment Procedures.** MDC will pay to Recipient funds available under this Agreement based upon information submitted by Recipient and consistent with any

approved budget and MDC policy concerning payments. Payments will be made for eligible expenses actually incurred by Recipient not to exceed the amount specified in this Agreement. Reimbursement requests shall only be accepted on official MDC forms which must be completed in full. Reimbursement requests shall include all documentation required in the Agreement including without limitation the following: draw request form; all progress reports, copies of invoices and proof of invoice payment and that all necessary inspections and permits have been obtained.

B. Records and reports.

1. **Records to be maintained.** In addition to specific records mentioned in this Agreement, Recipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Recipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. If, prior to the expiration of the five-year period, any litigation, claims, audits, negotiations or other actions begin that involve any of the records cited, such records shall be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later. This obligation shall survive the expiration of the term of this Agreement.

III. EMPLOYMENT AND LABOR CONDITION REQUIREMENTS

- A. **Nondiscrimination.** Recipient agrees to comply with the applicable local, state and federal non-discrimination in employment and contracting opportunities laws and regulations.

IV. ENVIRONMENTAL CONDITIONS

- A. **Air and Water.** Recipient specifically agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder.
3. Any applicable Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.

- B. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of

financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to any local, state and federal Lead-Based Paint Regulations.

D. Historic Preservation. Recipient agrees to comply with any applicable Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 CFR Part 800, Advisor Council on Historic Preservation Procedures for Protection of Properties, insofar as they apply to the performance of this Agreement. Generally, this requires concurrence from the State Historic Preservation Officer for rehabilitation and demolition of historic properties that are 50 years or older or that are included on a Federal, state or local historic property list.

V. GENERAL CONDITIONS

A. Compliance with laws. Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, rules, orders and policies governing the funds provided and the work performed on the Project under this Agreement.

B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Recipient shall at all times remain an independent Contractor with respect to this Agreement. MDC shall provide no benefits or insurance coverage whatsoever to Recipient and/or to its agents.

C. Workers' Compensation. Recipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement in accordance with Idaho Law.

D. Insurance and bonding. Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage during the term of this Agreement.

E. Amendments. The parties hereto may amend this Agreement at any time by mutual written agreement.

F. Termination.

1. Notice of termination. Prior to expenditure of funds by Recipient, either party may terminate this Agreement for any reason or no reason by, at least 5 days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof. Recipient shall not be

reimbursed for any funds expended after such notice of termination has been provided. After Recipient has expended funds pursuant to this Agreement but prior to reimbursement by MDC, if either Party feels the other party has violated the terms of this Agreement the non-violating party may provide written notice of its intent to terminate this Agreement specifying the nature of the violation(s). The violating party shall have fourteen (14) days from the date of the notice provided to cure the violation(s). If the violation(s) is/are not timely cured, then this Agreement shall be terminated immediately following the fourteen (14) day cure period unless the parties mutually agree in writing to additional time to cure the violation(s). However, following completion of the Project and reimbursement of Project costs by MDC to Recipient, this Agreement may not be terminated as to the ongoing obligations of Recipient which survive the term of this Agreement as in contained in Article II C. 1 and Article VI of this Agreement unless said termination is by mutual written agreement between the Parties.

2. **Penalty for material noncompliance.** In addition to suspension or termination of this Agreement and/or any other remedies as provided by law, upon a finding of material noncompliance, MDC may declare Recipient ineligible for any further participation in programs involving MDC. In the event there is reasonable cause to believe Recipient is in noncompliance with any applicable rules or regulations, MDC may withhold payment until such time as Recipient is found to be in compliance by MDC, or is otherwise adjudicated to be in compliance.
3. **Remedies.** Should Recipient violate the terms of this Agreement and its ongoing obligations contained in this Agreement, MDC pursue any available remedy at law, including without limitation, injunctive relief and specific performance.
4. **Assignment.** Recipient shall not assign or transfer any interest in this agreement without prior written consent of MDC; provided, however, that claims for money due or to become due to Recipient from MDC under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval.

G. Subcontractors.

1. **Subcontract content.** Recipient shall provide MDC with a list of any and all subcontractors prior to commencement and cause all provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
2. **Documentation.** Executed copies of all subcontracts shall be forwarded to MDC along with any documentation concerning the selection process.

H. No contractual impediments. Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

I. Severability. If any provision of this Agreement is held invalid, the remainder of the

Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

- J. Indemnity.** Recipient shall indemnify, defend, save, and hold harmless the MDC and any and all of MDC's officers, agents, consultants, contractors or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Recipient, his/her servants, agents, employees, guests, and/or business invitees while performing any tasks, performing any of the work on the Project and/or fulfilling any of Recipient's obligations under this Agreement. Recipient shall indemnify, defend, save, and hold harmless MDC and any and all of MDC's officers, agents, consultants, contractors or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Recipient, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed and/or activities conducted pursuant to this Agreement.
- K. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes and replaces any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- L. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. Any waiver granted by either party must be made in writing.
- M. Attorney fees.** In the event an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, the non-prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.
- N. Governing law; venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.
- O. Communications and Notice.** The following persons shall serve as the primary contacts for the respect parties for all day-to-day communications and formal notices/communications between MDC and Recipient. Any and all formal notices must be provided in writing and will be deemed communicated when personally served or mailed by United States mail to the address noted below, as amended. Regular day to day communication between the parties may occur via e-mail or telephone. The representatives and their contact information for the parties are as follows:

MDC: Ashley Squyres, Administrator

104 East Fairview Avenue #239
Meridian, Idaho 83642
208.477.1632 office

Recipient: Paul and Krista McKenna
429 E. Mango Dr.
Eagle, Idaho 83616
208.884.1613

Either party may change its authorized representative and/or address for the purposes of this paragraph by giving formal notice of such change to the other in the manner herein provided.

- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.
- Q. **Disputes.** The Parties agree to meet together to attempt to informally resolve any disputes under this Agreement prior to terminating this Agreement. The parties may also participate in non-binding mediation in an effort to resolve any disputes prior to pursuing legal action.

VI. PROJECT SPECIFIC CONDITIONS

- A. **On-going Obligation.** Recipient understands and agrees that participation in the MDC façade improvement program in regards to this Project obligates them to continue to provide a substantial and on-going public benefit involving the use of the approved improvements on their property which is the subject of the Project. Recipient agrees that maintain the approved improvements in good working and well-ordered and maintained condition. Recipient will replace any of the approved improvements, as needed, with improvements of the same type and quality. Recipient also agrees that it will maintain any approved landscaping elements and/or plantings in a living condition and if one of the elements and/or plantings dies or is significantly damaged Recipient will replace said element and/or planting with a planting of the same type, size and quality within fifteen (15) days or, if in the winter months, as soon as the weather permits.

Meridian Development Corporation

Attest:

By: Jim Escobar, Chairman

Dave Winder, Secretary

EXHIBIT A

PROJECT APPLICATION

Consisting of 29 Pages (Original Application 24 pages and Updated Narrative 5 pages)
Attached Hereto

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

RESOLUTION NO. 16-053
FAÇADE IMPROVEMENT RECIPIENT AGREEMENT

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, APPROVING THE RECIPIENT AGREEMENT ATTACHED HERETO AS EXHIBIT A ("AGREEMENT") BETWEEN THE MERIDIAN DEVELOPMENT CORPORATION AND MERIDIAN CYCLES CORPORATION ("RECIPIENT"), FOR USE OF MDC FAÇADE IMPROVEMENT PROGRAM GRANT FUNDS; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE CHAIRMAN AND VICE-CHAIRMAN; AUTHORIZING ANY TECHNICAL CHANGES TO THE AGREEMENT; AUTHORIZING THE ADMINISTRATOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code title 50, chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, MDC is the urban renewal agency for the City, charged with increasing the economic vitality within the urban renewal area boundary and creating opportunities to live, work, and play in Downtown; and

WHEREAS, Idaho Code and MDC's urban renewal plan for the removal and improvement of blighted areas within the district boundaries and promoting the development and/or redevelopment of property in the Meridian's historic downtown area;

WHEREAS, the subject property is in a blighted area of the downtown where old buildings have been demolished, become vacant or are underutilized and redevelopment of such blighted properties in the downtown core is a priority for MDC; and

WHEREAS, Recipient's application seeks to redevelop and improve a blighted property in Meridian's downtown core which will promote and further the goals and policies contained in MDC's Revitalization Plan;

WHEREAS, MDC's Property Committee reviewed and approved RECIPIENTS' application but recommends approving the grant in the amount of eighty-five thousand dollars (\$85,000.00) which is less than that request by the Recipient;

WHEREAS, based upon the historic and blighted nature of RECIPIENT'S property, its location downtown, the RECIPIENT'S plan to redevelop substantially improve the building façade which contributes to the overall improvement of this blighted portion of the downtown and the Meridian community, reduction of blight, promotion of similar upgrades to less desirable properties and encouragement of economic development, the Board finds that the improvements noted in this Agreement principally provide public and community benefit which substantially exceed the ancillary private benefit to the Recipient;

WHEREAS, for RECIPIENT to receive reimbursement under MDC's façade improvement program, RECIPIENT must enter into the AGREEMENT with MDC attached hereto as Exhibit A; and

RESOLUTION NO. 16-053 Façade Improvement Recipient Agreement

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

- Section 1: That the above statements are true and correct
- Section 2: That the Board confirms and ratifies the AGREEMENT between the MDC and the RECIPIENT.
- Section 3: That the Board executing the AGREEMENT with the RECIPIENT is in the best interest of the public and MDC.
- Section 4: That this AGREEMENT, a copy of which is attached hereto as “Exhibit A” and incorporated herein by reference, be and the same hereby is approved.
- Section 5: That the Vice-Chairman and Secretary of MDC are hereby authorized to sign the AGREEMENT and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the AGREEMENT subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the AGREEMENT, and any necessary technical changes to said AGREEMENT, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the AGREEMENT and the comments and discussions received at the October 12th and 26th, 2016 MDC Board meetings where this matter was discussed.
- Section 6: That this resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 26th, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 26th day of October, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

Exhibit A

**MEMORANDUM OF AGREEMENT BETWEEN
MERIDIAN DEVELOPMENT CORPORATION AND CITY OF MERIDIAN
FOR IDAHO AVENUE PLACEMAKING PROJECT**

This MEMORANDUM OF AGREEMENT BETWEEN MERIDIAN DEVELOPMENT CORPORATION AND CITY OF MERIDIAN FOR IDAHO AVENUE PLACEMAKING PROJECT ("Agreement"), is made and entered into this 24 day of February ~~March~~, 2016, by and between the Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC"), and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City") (collectively, "Parties").

WHEREAS, City and MDC have developed a relationship of cooperation and partnership and are mutually interested in enhancing the Meridian community's quality of life and stimulating economic development in the urban renewal area, and to these ends seek to work together to purchase services and materials as part of the Idaho Avenue Placemaking Project;

NOW, THEREFORE, for and in consideration of the covenants, agreements and conditions hereinafter set forth, the parties mutually agree as follows:

I. CITY'S RESPONSIBILITIES.

- A. **Contract Services.** City shall engage a qualified firm or firms to construct and install components to create a streetscape generally consistent with the concept plan attached hereto as *Exhibit A* ("Work"), to include paint, traffic cones/candles, decks/boardwalks, landscape planters, plant material, an ADA-compliant accessibility ramp, and a bike rack. City shall pay such firm or firms for such Work in an amount not to exceed twenty-four thousand dollars (\$24,000.00).
- B. **Consultation with MDC.** City shall consult with MDC Contact regarding the Work throughout the process. City shall duly consider MDC Contact's input and shall make a reasonable effort to come to consensus on all components; however, City shall be responsible for final decisions regarding the Work.
- C. **Invoice MDC.** Following completion of the Work, City shall provide to MDC Contact an invoice in the amount of one-half of the actual cost of the Work, not to exceed twelve thousand dollars (\$12,000.00).

II. MDC'S OBLIGATIONS

- A. **Consultation with City.** MDC shall designate an MDC Contact, which individual shall consult with City throughout the construction and installation process in order to ensure that the Work meets applicable MDC goals and requirements.
- B. **Final acceptance.** Upon completion of the Work, MDC Contact shall report same to the MDC Board, and shall provide to City written notice of the MDC Board's approval.

C. Reimbursement. Within thirty (30) days of City's invoice, MDC shall reimburse City for Work, in an amount of one-half of the actual cost of the Work, not to exceed twelve thousand dollars (\$12,000.00).

IV. GENERAL PROVISIONS.

A. City and MDC Contacts. The parties hereby designate the following individuals to serve as the City Contact and MDC Contact, respectively:

City Contact:

Caleb Hood, Planning Div. Manager
chood@meridiancity.org
208-884-5533

MDC Contact:

Ashley Squyres, Administrator
meridiandevelopmentcorp@gmail.com
208-477-1632

B. Notice. Communication between City Contact and MDC Contact may occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to City:

City Clerk, City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

If to MDC:

Ashley Squyres, Administrator
Meridian Development Corporation
104 East Fairview Avenue #239
Meridian, Idaho 83642

C. Term. This Agreement begins immediately upon execution and unless earlier terminated as provided herein, this Agreement shall expire on September 30, 2016 or upon payment of the amount owed hereunder by MDC, whichever occurs first.

D. Assignment. Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the parties.

E. No agency. For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.

F. Hold harmless. For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by either party or any employee, agent, contractor, official, officer, servant, guest, and/or invitee thereof.

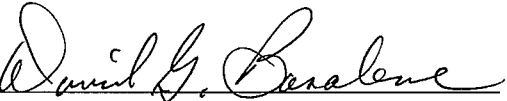
- G. Compliance with laws.** In performing the scope of services required hereunder, City and MDC shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- H. Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
- I. Termination.**
- 1. Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
 - 2. Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.
- J. Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- K. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- L. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and MDC. The parties signatory hereto represent and warrant that each is duly authorized to bind, respectively, City and MDC to this Agreement in all respects.
- M. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

MERIDIAN DEVELOPMENT CORPORATION:



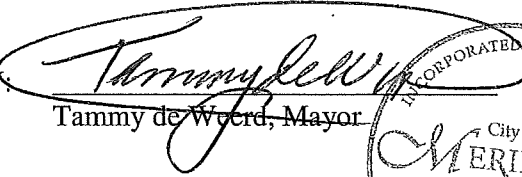
Jim Escobar, Chairman



Dave Winder, Secretary
Dan Basalone, Vice-Chairman

CITY OF MERIDIAN:

Attest:

BY: 

Tammy de Weerd, Mayor



Jaycee Holman, City Clerk

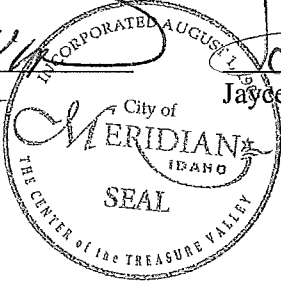
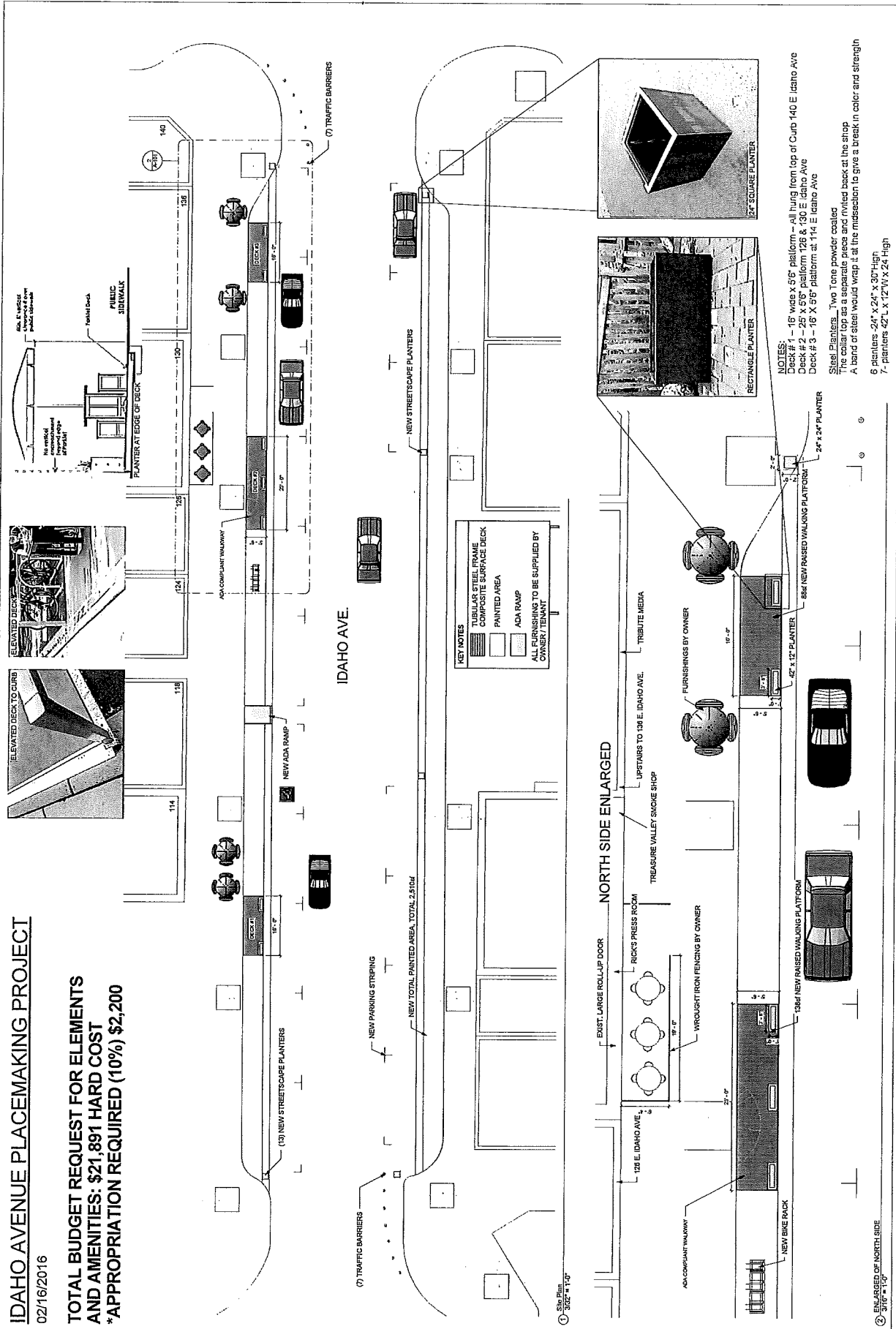


EXHIBIT A
IDAHO AVENUE PLACEMAKING PROJECT
CONCEPT PLAN

IDAHO AVENUE PLACEMAKING PROJECT

02/16/2016

TOTAL BUDGET REQUEST FOR ELEMENTS AND AMENITIES: \$21,891 HARD COST
***APPROPRIATION REQUIRED (10%) \$2,200**



IDAHO AVE.

NORTH SIDE ENLARGED

KEY NOTES

- TUBULAR STEEL FRAME COMPOSITE SURFACE DECK
- PAINTED AREA
- ADA RAMP
- ALL FURNISHING TO BE SUPPLIED BY OWNER / TENANT

- NOTES:**
- Deck # 1 - 18' wide x 56' platform - all hung from top of Curb 140 E Idaho Ave
 - Deck # 2 - 25' X 56' platform 128 & 130 E Idaho Ave
 - Deck # 3 - 18' X 56' platform at 114 E Idaho Ave
 - Steel Planters - Two Tone powder coated
 - The collar top as a separate piece and riveted back at the shop
 - A bar of steel would wrap it at the intersection to give a break in color and strength
 - 6 planters - 24" x 24" x 30" High
 - 7- planters 42" x 12" x 24" High

ENLARGED OF NORTH SIDE
 5/16" = 1'-0"

ID	Document Number	Fund Effective Date Code	Department Code	G/L Code	G/L Short Title	Project Title	Transaction Description	Debit	PO Number - Transaction Credit Documents
A-CORE OF BOISE	356392	7/1/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Right Sizing-2hr on Job Flat Sawing in front of the 127 club	\$ 190.00	
B2B SEALCOAT & STRIP	1138	7/12/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	16-0284 Idaho Rightsizing materials and installation Pavement Striping & Grinding, thru 7/12/16	\$ 4,422.60	16-0284
CLOVERDALE NURS	250136	7/1/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	Idaho Rightsizing-planting materials-Lava rock	\$ 126.00	
EDWARDS GREEN	10-378976	7/1/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	Idaho Rightsizing-planter plants/supplies	\$ 190.83	
FASTENAL CO	IDBOS202964	7/26/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Avenue Bike Rake parts	\$ 8.38	
HOME DEPOT CRED	1804-00014-15462	8/1/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt. Sizing supplies	\$ 36.17	
HOME DEPOT CRED	1804-00015-01543	8/29/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt. Sizing Return due to sales tax charged in error	\$ 13.60	
HOME DEPOT CRED	1804-00017-11662	8/30/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt Sizing supplies-no tax included	\$ 34.12	
HOME DEPOT CRED	1804-00017-11670	8/30/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt. Sizing-Return of unused items-no tax	\$ 12.83	
HOME DEPOT CRED	1940-00017-11647	8/30/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt Sizing RETURN due to taxes charge in error	\$ 22.57	
MERIDIAN	Finance 07/16	7/31/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Reimburse Petty Cash July 2016 - Reimbursement, Safety Strips to K. Tabarini	\$ 15.92	
PROBUILD	7292190	7/1/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	16-0283 Idaho Rightsizing building materials	\$ 1,334.40	16-0283
RULE STEEL	24177A-IN	7/6/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	16-0285 Idaho Ave. Rightsizing Boardwalk Installation, Planters, Ramp; no Bike Rack-donated from Meridian Cycle, thru 7/6/16	\$ 16,823.00	16-0285
SHERWIN-WILLIAM	4753-7	9/1/2016 01	1930	55185	Art in Public S	NON-DEPARTMENTAL	Idaho Rt. Sizing Paint Supplies	\$ 92.40	
SPECIALTY CONST	0152949-IN	7/5/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	ID Rightsizing supplies-yellow tape	\$ 90.00	
SPECIALTY CONST	0152949-IN	7/5/2016 01	1930	55185	Art in Public S	Idaho Avenue Rightsizing	ID Rightsizing supplies-grip tape	\$ 120.00	
Report Total								<u>\$ 23,483.82</u>	<u>\$ 49.00</u>

Less : Credits from returns \$ (49.00)

Project Total \$ 23,434.82

1/2 Total Bill to MDC \$ 11,717.41



October 1, 2016

Meridian Development Corporation
33 E. Idaho Ave.
Meridian, ID 83642
Attention: Ms. Ashley Ford-Squyres, Project Manager

SUBJECT: Valley Regional Transit FY2017 Membership Assessment

Dear Ms. Ford-Squyres:

On July 11, 2016, the Valley Regional Board of Directors approved the FY2017 Budget and related member assessment/service contribution schedule. The attached Funding Summary provides a detailed listing of all member assessments/service contributions for FY2017.

The following financial summary and attached invoice represent the amount requested from your agency for FY2017. Assessments paid to Valley Regional Transit support regional planning efforts and regional operations, while other specific line items support specific transportation services.

Valley Regional Transit Member Assessment	\$3,295
---	---------

Enclosed with this letter is your FY2017 Cooperative Agreement for review and execution. Upon execution of the agreement, please keep one copy for your records and return the original to Valley Regional Transit.

Should you have any questions or require additional information, please feel free to contact me at (208) 258-2709 or jmcmahon@valleyregionaltransit.org.

Thank you for your continued support of Valley Regional Transit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim McMahon'.

Jim McMahon
Finance Director

Enclosures:
Invoice
VRT Funding Summary
Cooperative Agreement

VALLEYRIDE
700 NE 2ND STREET, SUITE 100
MERIDIAN ID 83642-



INVOICE

10/1/2016
Reference #
000000019368

0922

Bill To: MERIDIAN DEVELOPMENT CORP.
33 E. BROADWAY AVE
MERIDIAN ID 83642-

FY2017 Annual Assessment

Terms:

Page 1

Line	Item #	Description	Quantity	U/M	Unit Price	Extended Price
1	VRT MEMBER DUES	Annual Valley Regional Transit Assessmen	1.00	YR	\$3,295.00	\$3,295.00

No refunds or exchanges for expired, lost, stolen, or damaged passes.

SubTotal: \$3,295.00

Invoice Total: \$3,295.00

Valley Regional Transit
FY2017 Funding Summary
Assuming 2.5% increase in Per Capita Rate, Mileage Rate and Service Contributions

Member Agency	Regional Dues		Valleywide Service Contributions					TOTAL	
	Population Based \$23,705	Mileage Based Negotiated	Boise TMA Bus/ADA		Nampa UZA			Requested FY2017	Requested FY2016
			Bus/ADA	Express	Limited	Route 44	Route 45		
Ada County									
ACHD		\$							
Boise State University		2,802							
College of Western Idaho		5,602							
CCDC		5,125							
City of Boise		26,714							
City of Boise Capital Contribution	88,145		6,328	6,491					
City of Eagle	9,910								
City of Kuna	7,160								
City of Meridian	35,514								
City of Star	3,166								
City of Garden City	4,436								
Meridian Development Corporation		3,295							
Total Ada County	\$172,036	\$0	\$7,060,880	\$43,878	\$29,110	\$36,907	\$43,807	\$7,555,596	\$6,922,668
Canyon County	19,852		6,328	6,491	3,074				
Canyon County Highway District		893							
City of Caldwell	20,442								
City of Greenleaf	334								
City of Melba	221								
City of Middleton	2,945								
City of Nampa	35,297								
City of Notus	221								
City of Parma	820								
City of Wilder	637								
Golden Gate Highway District #3		608							
Nampa Highway District #1		993							
Notus/Parma Highway District		533							
Total Canyon County	\$80,869	\$3,025	\$0	\$84,726	\$0,662	\$0	\$0	\$635,139	\$522,021
Total Ada and Canyon Counties	\$252,905	\$3,025	\$7,060,880	\$128,604	\$37,772	\$36,907	\$43,807	\$8,090,735	\$7,444,689

**COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
MERIDIAN DEVELOPMENT CORPORATION
FOR
ANNUAL DUES**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this ___ day of _____ 20__ by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**VRT**”), and Meridian Development Corporation, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (“**Member**”)

RECITALS

A. VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. VRT provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon Counties.

B. Member is the duly created and functioning urban renewal agency for The City of Meridian.

C. Idaho Code § 40-2109(7) provides that VRT may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

D. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.

E. VRT budgets and establishes annual assessments for its regular and special members, with assessments for its regular members calculated pursuant to a population based formula, and assessments for its special members calculated pursuant to a negotiated amount.

F. VRT has budgeted \$3,295 for Member to contribute for its annual assessment; Member has budgeted the same amount for its VRT annual assessment.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this Agreement and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This Agreement shall be in effect from the 1st day of October, 2016, and will terminate on the 30th day of September, 2017, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this Agreement is:

(a) For Member to pay annual assessment to VRT for Fiscal Year 2017 in the amount of \$3,295 in contribution to the costs of VRT.

(b) For VRT to use said annual assessment for costs budgeted under its regional planning and program administration programs.

Section 3. Compliance

VRT, in using said assessment, shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said dues and operating costs.

Section 4. Payment

(a) Member shall pay its annual assessment up to the aforesaid amount of \$3,295 within 30 days of invoice to VRT at the following address, unless Member is notified in writing by VRT of a new address:

Valley Regional Transit
700 NE 2nd St. Suite 100
Meridian, Idaho 83642

(b) Member's address, for the purpose of notice or correspondence, unless VRT is notified in writing by Member of a new address, is as follows:

Meridian Development Corporation
33 East Idaho Ave.
Meridian, Idaho 83642

Section 5. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this Agreement on behalf of such party is, at the time of such execution, duly authorized to do so by

such party's governing body, and is fully vested with the authority to bind such party in all respects.

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

(c) Except as provided otherwise herein, this Agreement and any attachments hereto constitute the entire Agreement between VRT and Member concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

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

(e) This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This Agreement shall be binding on the parties hereto, and their successors and assigns.

Section 6. Indemnification

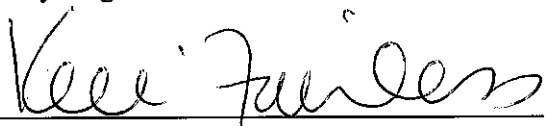
To the extent permissible by law, VRT shall indemnify, defend, protect and hold harmless Member, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this Agreement, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of VRT, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of Member or its officers, agents and employees. Member shall give to VRT reasonable notice of any such Claims. VRT shall notify Member of the counsel to be used in carrying out its obligations hereunder. Member must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this Agreement, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, Member's right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which Member incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by VRT under this Agreement with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of VRT shall be personally liable to Member under this Agreement, (ii) with respect to third party Claims, both VRT and Member expressly reserve any and all of the privileges and immunities

available to them, if any, under Idaho law, and (iii) the agreement of VRT to hold harmless or indemnify Member shall be limited to, and be payable only from, VRT's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

Meridian Development Corporation:



Kelli Fairless
Kelli Fairless
Executive Director

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

Resolution No. 16-055

ALTERNATE PARKING AGREEMENT WITH COMPASS AND VRT

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE URBAN RENEWAL AGENCY OF MERIDIAN,
IDAHO, APPROVING THE FY 2017 MEMBERSHIP
AGREEMENT (AGREEMENT) BETWEEN THE MERIDIAN
DEVELOPMENT CORPORATION (MDC) AND VALLEY
REGIONAL TRANSIT (VRT); AUTHORIZING THE
EXECUTION OF THE AGREEMENT BY THE CHAIRMAN
OR VICE-CHAIRMAN AND SECRETARY; AUTHORIZING
ANY TECHNICAL CHANGES TO THE AGREEMENT;
AUTHORIZING THE ADMINISTRATOR TO TAKE ALL
NECESSARY ACTION REQUIRED TO IMPLEMENT THE
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code title 50, chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, VRT is the regional public transportation authority providing public transportation to those that reside or are employed in the District and MDC recognizes that there is value in making public transportation available to those in the district and throughout the Treasure Valley;

WHEREAS, it is important that MDC has a representative on the VRT board so that MDC can have a voice in the planning and implantation of public transportation services;

WHEREAS, VRT is funded in part by membership contributions from the various local government entities in the Treasure Valley and MDC desires to pay its membership contribution and execute the Agreement attached to this resolution as Exhibit A;

WHEREAS, participating in the planning and implementation of public transportation services for the term of the Agreement with the VRT fits with the public purposes of MDC and its goals, directives and initiatives, and the Board of Commissioners finds it in the best public interest to enter into the Agreement for FY 2017 with VRT in the form as attached hereto as *Exhibit A*,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and ratifies the execution of the FY 2017 Agreement with VRT and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the Chairman or Vice Chairman and Secretary of MDC are hereby authorized to sign and enter into the Agreement.

Section 4: That the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement, and any necessary technical changes to the Agreement, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 26th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this October 26th, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

Exhibit A

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO CONCERTS ON BROADWAY**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO CONCERTS ON BROADWAY (“Agreement”) is made this 26th day of October, 2016 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho (“MDC”).

WHEREAS, City and MDC desire that the plaza at Meridian City Hall serve as a place where members of the community can gather to enjoy downtown Meridian and to take part in the arts;

WHEREAS, in the summer of 2017, the Meridian Arts Commission will present Concerts on Broadway, a series of live, outdoor performances to be held in the Meridian City Hall plaza; and

WHEREAS, MDC is willing to contribute to City ten thousand dollars (\$10,000.00) toward expenses related to the presentation of the Concerts on Broadway series;

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

I. CITY’S RESPONSIBILITIES.

- A. Concert production.** Between May 31, 2017 and September 30, 2017, City agrees to present four (4) free outdoor concerts at Meridian City Hall plaza as part of the 2017 Concerts on Broadway series. Such concerts will include live musical performance, and may include an opening act, food vendor(s), amplified sound, and limited chair seating. The selection of staff and/or vendors for Concerts on Broadway shall be made by City.
- B. Publicity.** City shall publicize the 2017 Concerts on Broadway series, which publicity may include distribution of information via written and broadcast media, social and online media, e-mail, posters, and a banner displayed at Meridian City Hall. Decisions regarding the time, place, and manner of such publicity shall be made by City.
- C. Acknowledgment of sponsorship.** Though the amount contributed by MDC would typically allow MDC to be acknowledged as a title sponsor of the 2017 Concerts on Broadway series, MDC’s desire is to be acknowledged as a Tier 1 sponsor (or like designation). As such, MDC shall be entitled to recognition as “sponsored by,” be recognized and allowed an opportunity to address the audience during intermission at all concerts, set up a display table and banner at one (1) concert, and have the MDC logo printed on all event marketing materials where sponsors’ logos are printed.
- D. Invoice MDC.** City shall provide one (1) invoice to MDC by April 1, 2017, in the amount of ten thousand dollars (\$10,000.00), and City shall use such amount for the payment of expenses related to the production of Concerts on Broadway, which expenses shall include payment for performance artist booking, sound system rental, chair rental, and publicity.

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of City's invoice, MDC shall provide payment to City in the amount of ten thousand dollars (\$10,000.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on marketing materials as described herein.
- C. Appropriation.** Notwithstanding anything in this Agreement to the contrary, MDC's obligations under this Agreement to provide payment to City as described herein shall be subject to and dependent upon appropriations being made by the MDC governing board for such purpose. The officer or administrator charged with the responsibility of preparing MDC's Fiscal Year 2017 budget shall include in the proposed budget the amount noted herein, which will be duly considered by the Board along with the other proposed expenditures for Fiscal Year 2017.

III. GENERAL TERMS.

- A. Term.** This Agreement begins immediately upon execution and shall remain in effect through September 30, 2017.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City: City of Meridian	MDC: Meridian Development Corporation
City Attorney's Office	Ashley Squyres, Administrator
33 E. Broadway Avenue	104 E. Fairview Ave., #239
Meridian ID 83642	Meridian ID 83642

Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.

- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement in whole, or in part, due to convenience, nonappropriation, or when either or both parties agree that the continuation of the project is not in the parties' best interest, by providing thirty (30) days written notice. If MDC is the terminating party, City shall be entitled to receive reimbursement for payments made for services properly performed by City to the date of termination. If City is the terminating party, MDC shall be entitled to reimbursement for a pro-rata share of MDC's contribution for any concerts that have not been presented at the time of the termination, i.e. \$2,500 per concert. City's decision to cancel or reschedule a concert due to inclement

weather or other unforeseen event on the day of such scheduled concert shall not constitute termination or breach, and MDC shall not be entitled to pro-rata or other reimbursement in such circumstance.

- E. **Indemnification.** To the fullest extent permitted by law and by Article VIII, section 4 of the Idaho Constitution, City agrees to indemnify, defend, and hold harmless MDC and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the activities of City and its officers, employees, contractors, or agents related to or connected with this Agreement.

- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 26th day of October, 2016.

MERIDIAN DEVELOPMENT CORPORATION:

Jim Escobar, Chairman

Attest: _____
Dave Winder, Secretary

CITY OF MERIDIAN:

Tammy de Weerd, Mayor

Attest:

Jaycee Holman, City Clerk

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

RESOLUTION NO. 16-057

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, APPROVING THE MEMORANDUM
OF AGREEMENT ATTACHED HERETO AS "EXHIBIT A"
("AGREEMENT") FOR FINANCIAL SUPPORT FOR
CONCERTS ON BROADWAY BETWEEN THE MERIDIAN
DEVELOPMENT CORPORATION AND THE CITY OF
MERIDIAN, AN IDAHO MUNICIPAL CORPORATION
("CITY"); AUTHORIZING THE EXECUTION OF THE
AGREEMENT BY THE CHAIRMAN OR VICE-CHAIRMAN
AND SECRETARY; AUTHORIZING ANY TECHNICAL
CHANGES TO THE AGREEMENT; AUTHORIZING THE
ADMINISTRATOR TO TAKE ALL NECESSARY ACTION
REQUIRED TO IMPLEMENT THE AGREEMENT; AND
PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code title 50, chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

RESOLUTION NO. 16-057 Concerts on Broadway

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, the MDC and the CITY and the Meridian Arts Commission desire to cooperate and work together regarding the Concerts on Broadway concert series;

WHEREAS, the parties recognize that these concerts bring many people into the Meridian downtown area and help promote and support local businesses and economic development;

WHEREAS, the CITY is acting on behalf of the Arts Commission which organizations and implements the Concerts on Broadway concert series;

WHEREAS, the MDC is willing to contribute financial support to the CITY specifically for the four concerts to be put on in the Concerts on Broadway concert series in the amount of ten thousand dollars (\$10,000.00);

WHEREAS, the MDC recognizes the benefits of the arts in promoting, revitalizing and maintaining economic development and commercial activity in the urban renewal district;

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the AGREEMENT between the MDC and City;

WHEREAS, the Board of Commissioners finds it is in the best public interest to approve the AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and ratifies the AGREEMENT between the MDC and the CITY.

Section 3: That the Board executing the AGREEMENT with the CITY is in the best interest of the public and MDC.

Section 4: That this AGREEMENT, a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference, be and the same hereby is approved.

Section 5: That the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign the AGREEMENT and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the AGREEMENT subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the AGREEMENT, and any necessary technical changes to said AGREEMENT, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the AGREEMENT and the comments and discussions received at the October 26th, 2016 and other various MDC Board meetings where this matter was discussed.

Section 6: That this resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 26th, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 26th day of October, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

RESOLUTION NO. 16-057 Concerts on Broadway

Exhibit A

RESOLUTION NO. 16-057 Concerts on Broadway



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**TASK ORDER AGREEMENT 1
 PURSUANT TO PROFESSIONAL SERVICES AGREEMENT
 ~ ENGINEERING SERVICES ~**

This is Task Order 1 for preparing and update to the Nine Mile Creek floodplain study (TO1) is executed pursuant and subject to the Professional Services Agreement for Engineering Services between Forsgren Associates, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated August 24, 2011 and extended October 9, 2016 (Agreement).

WHEREAS, MDC and Consultant entered into the Agreement to provide On-call Engineering Services which requires future services to be performed pursuant to task orders.

WHEREAS, the Parties desire to execute this TO1 for the scope of services described herein;

NOW THEREFORE, for good and valuable consideration the Parties agree as follows:

1. The parties agree that Consultant will perform the Scope of Services for the fee noted in Exhibit A attached hereto and incorporated herein. This TO1 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO1 shall be effective October 26, 2016. This TO1 shall be completed no later than September 30, 2017.

MERIDIAN DEVELOPMENT CORPORATION

FORSGREN ASSOCIATES, INC.

By: _____

By: _____

Printed Name: Jim Escobar

Printed Name: Steven R. Yearsley

Title: Board Chair

Title: Project Manager

Attest: _____

Dave Winder, Secretary

Exhibit A - Scope of Work

TASK ORDER 1 SCOPE OF SERVICES MERIDIAN DEVELOPMENT CORPORATION

PROJECT: Nine Mile Creek Flood Plain Study

PROJECT DESCRIPTION: The Meridian Development Corporation has been investigating the implications of FEMA flood plain modeling and mapping along Nine Mile Creek in the North Meridian Road area just south of City Hall. A previous flood plain study has been performed with various alternatives presented to address flood plain mapping impacts. Since completion of these previous studies, FEMA has updated its flood plain modeling and mapping in the area. Due to these FEMA updates, the previous flood plain study needs to be updated so that mitigation alternatives and estimated costs can be updated. This updated study will also include coordination with various affected stakeholders and interested agencies and investigate potential funding scenarios. The tasks to provide these services are presented below.

TASK 1 Data Collection, Assessment and Review

This task will include a thorough review of the previous study and presented alternatives and costs. An assessment of any infrastructure changes made in the area of interest that may affect flood plain modeling results will be made. Current FEMA mapping information and modeling will also be reviewed as necessary for incorporation in the updated study. Forsgren will coordinate with MDC and the City of Meridian to obtain and assess applicable data and information pertinent to the study update. Based on this assessment and review Forsgren will work with MDC to develop evaluation criteria to guide alternative development in subsequent tasks.

Task Budget: \$3,500

TASK 2 Hydraulic Modeling and Analysis

This task will include an update of the existing hydraulic model with the updated data and information gathered and reviewed in Task 1. The FEMA HEC-RAS modeling will be reviewed and incorporated as appropriate. The hydraulic analysis will include an assessment of the capacity and effectiveness of existing infrastructure relative to updated peak flow estimates and the enlarged flow path from the FEMA modeling. Forsgren will perform hydraulic capacity calculations for the various conveyance features in the study area and update or modify improvement alternatives as appropriate to reduce projected base flood elevations. The hydraulic analysis and alternative development will take into account any updated or modified criteria developed in Task 1.

This task assumes the HEC RAS model utilized in the previous flood study will be made available to Forsgren. It is assumed that elevation and grading data is available from existing mapping and that additional surveying will not be needed. It is also assumed that as-built drawings and information for any recent drainage improvements in the area affecting the hydraulic modeling can be obtained from either the City of Meridian or MDC.

Task Budget: \$14,000

TASK 3 Technical Memorandum and Cost Estimate Update

Under this task, Forsgren Associates will prepare a technical memorandum presenting updated data and information for the study area. An assessment of that information and the approach for utilization in the updated modeling and hydraulic analysis will be presented. Hydraulic modeling analyses and results will be presented along with pertinent capacity calculations and results. The technical memorandum will present the basic criteria used in development of improvement alternatives. An updated alternatives analysis and associated construction cost estimates will be presented along with any apparent issues or challenges anticipated during implementation.

Task Budget: \$13,000

TASK 4 Agency/Stakeholder Coordination and Funding Assistance

This task will include assistance to MDC with stakeholder and agency coordination. Forsgren will assist in preparation of presentation materials and be available for meetings as requested to provide technical input and explanations. We will be available to coordinate with City of Meridian and FEMA flood plain staff in development and presentation of updated alternatives. Forsgren will also be available for meetings and to assist with potential funding source coordination. Forsgren will be available to provide technical assistance as requested in development of funding applications and strategies.

The budget for this task will be monitored on an hourly basis and may need to be adjusted if agency coordination and funding strategy meetings exceed the allotted budget.

Task Budget: \$12,000

Total Budget: \$42,500

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

Resolution No. 16-058

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, APPROVING 2016 TASK ORDER
ONE TO UPDATE THE NINE MILE CREEK FLOODPALIN
STUDY UNDER THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE MERIDIAN DEVELOPMENT
CORPORATION ("MDC") AND FORSGREN ASSOCIATES,
INC., ("CONSULTANT") FOR ENGINEERING SERVICES;
AUTHORIZING THE EXECUTION OF THE TASK ORDER
AGREEMENT BY THE CHAIRMAN OR VICE-CHAIRMAN
AND SECRETARY; AUTHORIZING ANY TECHNICAL
CHANGES TO THE TASK ORDER AGREEMENT;
AUTHORIZING THE ADMINISTRATOR TO TAKE ALL
NECESSARY ACTION REQUIRED TO IMPLEMENT THE
TASK ORDER AGREEMENT; AND PROVIDING AN
EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code title 50, chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, MDC and CONSULTANT entered into a Professional Services Agreement for On-Call Engineering dated August 24, 2011 and amended and extended effective on September 28, 2016 ("Agreement").

WHEREAS, MDC requested that CONSULTANT provide a scope of services regarding engineering work related to updating the Nine Mile Creek floodplain study and the corresponding Task Order 1 ("TO1") is attached hereto as Exhibit A and is incorporated by reference herein.

WHEREAS, the scope of services for TO1 contained in Exhibit A are to be performed in accordance with the terms and conditions contained in the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the TO1 attached as Exhibit A and the execution of TO1 is in the best public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and ratifies the execution TO1 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That TO1 be and the same hereby is approved pursuant to and under the terms of the Agreement (Exhibit A) and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO1.

Section 4: That the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign all necessary documents required to implement the actions contemplated by the TO1 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the TO1, and any necessary

technical changes to the TO1, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 26th, 2016 MDC Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 26th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this October 26th, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

EXHIBIT A - TO1 AGREEMENT



MERIDIAN
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**TASK ORDER AGREEMENT 1
PURSUANT TO PROFESSIONAL SERVICES AGREEMENT
~ ENGINEERING SERVICES ~**

This is Task Order 1 for preparing and update to the Nine Mile Creek floodplain study (TO1) is executed pursuant and subject to the Professional Services Agreement for Engineering Services between Forsgren Associates, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated August 24, 2011 and extended October 9, 2016 (Agreement).

WHEREAS, MDC and Consultant entered into the Agreement to provide On-call Engineering Services which requires future services to be performed pursuant to task orders.

WHEREAS, the Parties desire to execute this TO1 for the scope of services described herein;

NOW THEREFORE, for good and valuable consideration the Parties agree as follows:

1. The parties agree that Consultant will perform the Scope of Services for the fee noted in Exhibit A attached hereto and incorporated herein. This TO1 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO1 shall be effective October 26, 2016. This TO1 shall be completed no later than September 30, 2017.

MERIDIAN DEVELOPMENT CORPORATION

FORSGREN ASSOCIATES, INC.

By: _____

By: _____

Printed Name: Jim Escobar

Printed Name: Steven R. Yearsley

Title: Board Chair

Title: Project Manager

Attest:

Dave Winder, Secretary

Exhibit A – Scope of Work

TASK ORDER 1 SCOPE OF SERVICES MERIDIAN DEVELOPMENT CORPORATION

PROJECT: Nine Mile Creek Flood Plain Study

PROJECT DESCRIPTION: The Meridian Development Corporation has been investigating the implications of FEMA flood plain modeling and mapping along Nine Mile Creek in the North Meridian Road area just south of City Hall. A previous flood plain study has been performed with various alternatives presented to address flood plain mapping impacts. Since completion of these previous studies, FEMA has updated its flood plain modeling and mapping in the area. Due to these FEMA updates, the previous flood plain study needs to be updated so that mitigation alternatives and estimated costs can be updated. This updated study will also include coordination with various affected stakeholders and interested agencies and investigate potential funding scenarios. The tasks to provide these services are presented below.

TASK 1 Data Collection, Assessment and Review

This task will include a thorough review of the previous study and presented alternatives and costs. An assessment of any infrastructure changes made in the area of interest that may affect flood plain modeling results will be made. Current FEMA mapping information and modeling will also be reviewed as necessary for incorporation in the updated study. Forsgren will coordinate with MDC and the City of Meridian to obtain and assess applicable data and information pertinent to the study update. Based on this assessment and review Forsgren will work with MDC to develop evaluation criteria to guide alternative development in subsequent tasks.

Task Budget: \$3,500

TASK 2 Hydraulic Modeling and Analysis

This task will include an update of the existing hydraulic model with the updated data and information gathered and reviewed in Task 1. The FEMA HEC-RAS modeling will be reviewed and incorporated as appropriate. The hydraulic analysis will include an assessment of the capacity and effectiveness of existing infrastructure relative to updated peak flow estimates and the enlarged flow path from the FEMA modeling. Forsgren will perform hydraulic capacity calculations for the various conveyance features in the study area and update or modify improvement alternatives as appropriate to reduce projected base flood elevations. The hydraulic analysis and alternative development will take into account any updated or modified criteria developed in Task 1.

This task assumes the HEC RAS model utilized in the previous flood study will be made available to Forsgren. It is assumed that elevation and grading data is available from existing mapping and that additional surveying will not be needed. It is also assumed that as-built drawings and information for any recent drainage improvements in the area affecting the hydraulic modeling can be obtained from either the City of Meridian or MDC.

Task Budget: \$14,000

Task Order 1 -1

TASK 3 Technical Memorandum and Cost Estimate Update

Under this task, Forsgren Associates will prepare a technical memorandum presenting updated data and information for the study area. An assessment of that information and the approach for utilization in the updated modeling and hydraulic analysis will be presented. Hydraulic modeling analyses and results will be presented along with pertinent capacity calculations and results. The technical memorandum will present the basic criteria used in development of improvement alternatives. An updated alternatives analysis and associated construction cost estimates will be presented along with any apparent issues or challenges anticipated during implementation.

Task Budget: \$13,000

TASK 4 Agency/Stakeholder Coordination and Funding Assistance

This task will include assistance to MDC with stakeholder and agency coordination. Forsgren will assist in preparation of presentation materials and be available for meetings as requested to provide technical input and explanations. We will be available to coordinate with City of Meridian and FEMA flood plain staff in development and presentation of updated alternatives. Forsgren will also be available for meetings and to assist with potential funding source coordination. Forsgren will be available to provide technical assistance as requested in development of funding applications and strategies.

The budget for this task will be monitored on an hourly basis and may need to be adjusted if agency coordination and funding strategy meetings exceed the allotted budget.

Task Budget: \$12,000

Total Budget: \$42,500

Task Order 1 -2



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104 E Fairview Ave
#239
Meridian, ID 83642
208.477.1632
www.meridiandevelopmentcorp.com

**DOWNTOWN PARKING, TRANSPORTATION AND STREETScape SUBCOMMITTEE
MEETING MINUTES
October 19, 2016 at 4pm
Meridian City Hall, City Council Conference Room**

Attendees: Ashley Squyres, Keith Bird, Matt Parsons, David Ballard, Brian McClure, Justin Lucas, Tod Miller, Cody Homan

1. Downtown Code Enforcement Update [Meridian Police]

- *The police have started background checks on the potential hire.
- *In the past month there have been 135 parking violations.
- *There are instances where vehicle owners are removing the chalk marks.
- *Cleared the weeds at the Idaho Truss site.
- *Keith is concerned regarding as to the unrestricted parking on the west side of Main Street between Broadway and the exit from city hall parking lot – need to revisit the parking map.

2. Pine Avenue Update [Cody/Justin/Caleb/Ashley]

- *Cody discussed the estimated costs.
- *Ashley discussed the interagency agreement.
- *The 99% plans are due the first week of November.
- *All needed property appraisals will begin the week of November.

3. Other ACHD Updates [Justin]

- *Justin reviewed the draft Five Year Workplan and discussed the Meridian projects [see attachment].
- *We should have the results of the 2.5-Street scoping in early 2017.

4. Bike Map Update [Ashley]

- *Ashley updated the committee on the approval of the printing of the map.

5. Historical Lighting Next Steps Discussion [Ashley]

- *Ashley discussed the next planned phase for the lighting design and asked if there were any desired modifications prior to her asking for a scope of work from the engineer.
- *Mayor de Weerd would prefer to focus on Broadway Avenue due to the new project. Brian McClure spoke to the issues surrounding Broadway and the fact that the final roadway configuration will not be resolved with this one project and any improvements

would need to be removed in the future.

*The committee ultimately chose to move forward with the next phase of Main Street lighting between Pine and Carlton.

6. VRT Update [Tod]

*Main Street station is opening next Monday.

*There will be minimal changes to 2 out of 3 Meridian-based routes and a large change to Route 42, which will now need to transfer at the mall.

*Harvest Transit begins in December. VRT is working on a marketing campaign.

DRAFT 2017 – 2021 Integrated Five Year Work Plan (IFYWP)

Proposed Commission Adoption on October 26, 2016

Full document available at: http://www.achdidaho.org/Departments/PP/Docs/FYWP/2017-2021/Adoption%20Draft/0_AdoptionDraftIFYWP_FullReport.pdf

PROGRAMMED PROJECTS IN DOWNTOWN MERIDIAN:

East 03rd St, Franklin Rd / Carlton St (Phase 1) (PD)

East 03rd St Extension, Franklin Rd / Carlton St (Phase 1)			Priority: _____ of _____	
Meridian			Adjusted 2015 Benefit/Cost Ratio: _____	
GIS #	RD209-02	Prj #	ITD Key #	
Est Source	Planning	Proj Mgr	Bevins	
Construct streetscape improvements, including curb, gutter, sidewalk, and improved UPRR crossing, from Franklin Rd to Carlton Ave in accordance with the Downtown Meridian Neighborhood Plan. A future phase will evaluate the extension of East 3rd Street from Carlton to Fairview.				

Programmed Expenditures			Project Costs	
Prof Services - DSN	\$340,000	2020	ACHD Share	\$2,115,000
RW Acquisition	\$230,000	2021	Plus Funding	\$0
Construction	\$1,492,000	PD	Plus PriorCosts	
Const Engineering	\$35,000	PD	Project Total	\$2,115,000
Utilities	\$18,000	PD		
Programmed	\$2,115,000			

Pine Ave, Meridian Rd / Locust Grove Rd (2018-2019)

Pine Ave, Meridian Rd / Locust Grove Rd			Priority: _____ of _____	
Meridian			Adjusted 2015 Benefit/Cost Ratio: _____	
GIS #	RD208-01	Prj #	815025	
Est Source	Engineer	Proj Mgr	Homan	
Reconstruct roadway (RD208-01.001) to include widening at intersections, curb, gutter, sidewalk and bike lanes (RD208-01.002) in partnership with the City of Meridian and the Meridian Development Corporation. Project includes Pine Bridge #134 (MI214-04).				

Programmed Expenditures			Project Costs	
Prof Services - DSN	\$5,000	2017	ACHD Share	\$3,423,000
Prof Services - DSN	\$10,000	2018	Plus Funding	\$0
Appraisals - RW	\$60,000	2017	Plus PriorCosts	\$0
RW Acquisition	\$90,000	2017	Project Total	\$3,423,000
Survey	\$12,000	2017		
Survey	\$75,000	2018		
Construction	\$1,685,000	2018		
Construction	\$1,415,000	2019		
Const Engineering	\$35,000	2018		
Const Engineering	\$30,000	2019		
Utilities	\$6,000	2018		
Programmed	\$3,423,000			

West 1st St, Broadway Ave / Pine Ave (2017)

West 01st St, Broadway Ave / Pine Ave			Priority: 48 of 72		
Meridian			Adjusted 2015 Benefit/Cost Ratio:		
GIS #	CM209-31	Prj #	816003.005	ITD Key #	
Est Source	Scoping 2011	Proj Mgr	Calderon		

Construct sidewalk on both sides of West 01st St from Broadway Ave to Pine Ave in accordance with the Downtown Meridian Neighborhood Plan. Project to be completed in partnership with the Meridian Development Corporation. Project will improve pedestrian connectivity for children walking to Meridian Elementary School.

Programmed Expenditures			Project Costs	
Prof Services - DSN	\$5,000	2017	ACHD Share	\$225,000
Construction	\$315,000	2017	Plus Funding	\$100,000
Const Engineering	\$5,000	2017	Plus PriorCosts	
Programmed	\$325,000		Project Total	\$325,000

West 4th St, Broadway Ave / Maple Ave (2017)

West 04th St, Broadway Ave / Maple Ave			Priority: of		
Meridian			Adjusted 2015 Benefit/Cost Ratio:		
GIS #	CM212-09	Prj #	814010.002	ITD Key #	
Est Source	Scoping 2013	Proj Mgr	Calderon		

Construct curb, gutter and sidewalk on the east side of West 4th St from Broadway Ave to Maple Ave and a pathway between Maple Ave and Cherry Ln in accordance with the Downtown Meridian Neighborhood Plan. Project will provide pedestrian connectivity for students attending Meridian Elementary. In-house design. Top priority project request (2015) from the City of Meridian.

Programmed Expenditures			Project Costs	
Construction	\$425,000	2017	ACHD Share	\$435,000
Const Engineering	\$10,000	2017	Plus Funding	\$0
Programmed	\$435,000		Plus PriorCosts	
			Project Total	\$435,000

Fairview Ave, 3rd St / Locust Grove Rd (2016)

Fairview Ave, East 03rd St / Locust Grove Rd			Priority: of		
Meridian			Adjusted 2015 Benefit/Cost Ratio:		
GIS #	CM212-10	Prj #	815001.010	ITD Key #	
Est Source	Scoping 2013	Proj Mgr	Ryan Cutler		

Complete sidewalk on both sides of Fairview Ave from East 03rd St to Locust Grove Rd in accordance with the Downtown Meridian Neighborhood Plan.

Programmed Expenditures			Project Costs	
Construction	\$40,000	2017	ACHD Share	\$40,000
Programmed	\$40,000		Plus Funding	\$0
			Plus PriorCosts	
			Project Total	\$40,000

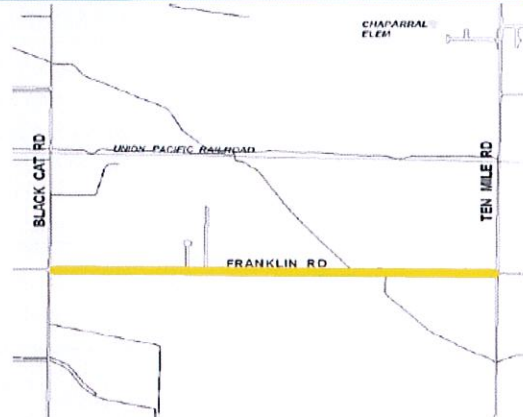
Other Projects of Interest

Franklin Rd, Black Cat Rd / Ten Mile Rd Priority: 4 of 70 ****TIP****
Ada County / Meridian Adjusted 2015 Benefit/Cost Ratio: 88.24

GIS # Proj # ITD Key #
 Est Source Proj Mgr

Federal aid project to widen Franklin Rd to 5 lanes with curb, gutter, and sidewalks in accordance with the 2016 CIP. Drainage will include green stormwater infrastructure strategies. Project includes widening the Franklin/Black Cat intersection (IN203-01) to 7 lanes in all directions and reconstruction/widening of the Franklin Bridge #170CX (MI214-23).

Programmed Expenditures			Project Costs	
Construction	\$0	2017	ACHD Share	\$148,000
Const Engineering	\$50,000	2017	Plus Funding	\$1,010,000
Traffic Materials	\$68,000	2017	Plus PriorCosts	\$928,811
Utilities	\$1,040,000	2017	Project Total	\$2,086,811
Programmed	\$1,158,000			

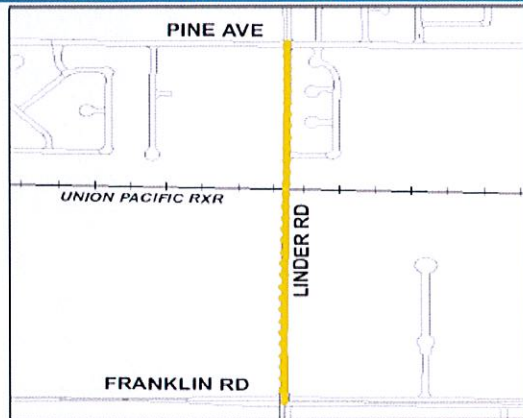


Linder Rd, Franklin Rd / Pine Ave Priority: 64 of 70 ****TIP****
Meridian Adjusted 2015 Benefit/Cost Ratio: 1.19

GIS # Proj # ITD Key #
 Est Source Proj Mgr

Widen Linder Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the 2016 CIP. Project includes Franklin Bridge #1120 (MI214-24).

Programmed Expenditures			Project Costs	
Prof Services - DSN	\$5,000	2017	ACHD Share	\$2,818,400
Prof Services - DSN	\$10,000	2018	Plus Funding	\$0
Appraisals - RW	\$62,000	2017	Plus PriorCosts	
RW Acquisition	\$250,000	2017	Project Total	\$2,818,400
RW Acquisition	\$976,000	2018		
Construction	\$1,490,000	2020		
Const Engineering	\$25,000	2020		
Programmed	\$2,818,000			

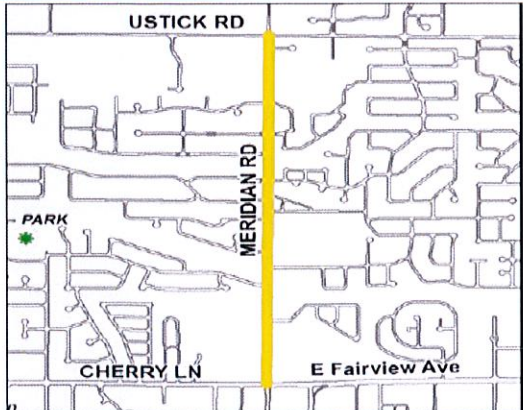


Meridian Rd, Cherry Ln / Ustick Rd Priority: 49 of 70
Ada County / Meridian Adjusted 2015 Benefit/Cost Ratio: 3.01

GIS # Proj # ITD Key #
 Est Source Proj Mgr

Widen Meridian Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the 2016 CIP. Project includes reconstruction/widening of Meridian Rd Bridges #2045 (MA214-10 or RD207-23.02) and #126X (MI214-30) and enhanced pedestrian crossings at James Ct (RD207-23.03) and Woodbury Dr (RD207-23.04).

Programmed Expenditures			Project Costs	
Prof Services - DSN	\$112,000	2017	ACHD Share	\$5,427,000
Appraisals - RW	\$75,000	2018	Plus Funding	\$0
RW Acquisition	\$675,000	2018	Plus PriorCosts	
Survey	\$15,000	2018	Project Total	\$5,427,000
Construction	\$4,550,000	2020		
Programmed	\$5,427,000			





September 12, 2016

Art-in-Intersections Proposed Partnership with Boise City

To: ACHD Commissioners, Director Wong

From: Craig Quintana

Boise City's Arts & History Department has asked ACHD to consider a pilot project to paint murals on the pavement within two intersections to test a concept that has appeared recently in other cities. Karen Bubb, Boise City Public Arts Manager, will detail the proposal at the September 21st Commission meeting.

The designs can add visual interest within the neighborhoods, and the proposal is to have the actual painting done by neighborhood volunteers in a community event sponsored by the City and ACHD. ACHD Traffic Services has reviewed the concept and is supportive of the test as long as the art installations are approved in advance to ensure no distractions or safety issues arise for pedestrians, cyclists and drivers. These installations are allowed by federal regulations but a number of best-practices are suggested to prevent hazards.



Under the proposal, Boise City would handle the neighborhood outreach and the logistics of installing the artwork, while ACHD will be asked to facilitate the short-term street closures and, potentially, the removal of worn out art. Staff will present options and estimates for removal at the Commission work session.

The City would like to paint the intersection of Eugene Street and Castle Drive to coincide with opening of the James Castle House, a new Parks Department attraction celebrating the Idaho artist and due to open in late 2017. The second location would be along 8th Street, at either River or Fulton streets, which may include funding from the Capital City Development Corp.

One point of discussion will be the City's desire for "celebrated crossings," pedestrian crosswalks potentially adorned with multi-colored art. Traffic staff believes that some of the

examples from other cities fail to meet federal standards and could create confusion, compromising the safety of road users. Less eye-catching treatments, such as the crossing on Front Street near the Boise Centre, could be considered because the added visual interest does not rise to the level of distraction.

In other jurisdictions, the intersection murals have been billed as providing traffic-calming benefits but ACHD staff remains skeptical of this claim, which is largely anecdotal. The pilot could provide information as to whether any vehicle speed reductions occur.

Once the pilot has been completed, if approved, the City and ACHD can evaluate the results to decide whether the concept should be considered as an ongoing program, one like the longstanding project to decorate traffic signal controller boxes with art wraps.



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104 E. Fairview Ave
#239
Meridian, ID 83642
208.477.1632
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UPCOMING MDC COMMITTEE AND OTHER MEETINGS

October 28, 2016:

Who: Meridian Downtown Business Association Planning

When: Noon

Where: COMPASS/VRT Conference Room

November 01, 2016:

Who: Executive Committee Meeting

When: 7:30am

Where: Ed's 50's Diner

unBound

Fiscal Year 2015-16

Prepared by Alex Johnatakis on October 12, 2016



By the numbers:

- In our first year, we had 8875 visits with a daily average of 30. (See Appendix A)
- We answered 4764 reference questions in September. (See Appendix A)
- Program attendance for the year was 1746
- Social media stats: Facebook likes - 274 - up 59% compared to 113, Twitter followers - 262, up 37% compared to 166, Instagram - 33 - up 85%
- The average visitor stays for 2.5 hours.

Equipment:

- The Ultimaker printers have printed over 7000 hours between the two of them.
 - Some notable prints include a litograph, prototypes for business card holders, a case for a hard of hearing device, and various sculptures. We've produced art pieces, prototypes, and replacement parts.



Some examples of prints designed by a local artist.

- The recording studio quickly became one of our most popular features. There are several groups who book it regularly for podcasting and recording audio books.
- We've added a cart with self-directed STEM activities for our younger patrons. This was made possible through grant funding from the Friends of the Library. There is a table next to it, or they can move stuff to any other table. It includes robots that teach coding, building blocks and engineering toys, stop motion apps, and more.

In The News:

- This article came out about our grand opening. Throughout the year we've been highlighted by multiple news outlets for various topics. I've listed a handful of them here.
http://www.mymeridianpress.com/news/meridian-library-s-unbound-digital-services-branch-opens-downtown/article_7f2e6452-7364-11e5-a99d-835e6ffd6c09.html
- KBOI - Idaho Living at Western Idaho Fair (starts at 4 minute mark) -
<http://kboi2.com/idaho-living/idaho-living-full-episode-aug-19>
- Meridian Press -
http://www.mymeridianpress.com/meridian/robots-holograms-laser-cutters-and-more-at-unbound/article_a839db2d-a92b-57cb-b26d-afbff486fd09.html

- Nick Grove presented at the American Library Association on the Top Tech Trends panel about the work done at unBound. This gave unBound and Meridian notice on a national stage about the unique nature of the unBound project.
<https://americanlibrariesmagazine.org/blogs/the-scoop/litas-top-tech-trends-panel-2016/>
- http://www.mymeridianpress.com/news/meridian-library-s-nick-grove-named-tech-leader-among-movers/article_c37b1ca6-ed29-11e5-8a41-5b66c76a3cb5.html

Programs:

- unBound partnered with the Department of Labor and SAAS Focus to offer training on Salesforce. Salesforce is a software used by many companies in the area, but there are more jobs for Salesforce Admins than qualified individuals. This class took 29 people through the training, and SAAS Focus paid for individuals who completed the course to take the Salesforce Admin certification test. We are looking forward to repeating the course again early next year.
- Life Sized Video Games was one of our most successful Family Make It programs. We created a variety of games using Makey Makeys, cardboard, and more. Games included Angry Birds, Fruit Ninja, Tetris, and Mario with a floor controller.



- Our Family Make It program has covered a range of topics over the year. We've launched marshmallows, built elaborate Rube Goldberg machines, and offered training on the CNC milling machine. Structuring it as a drop-in style class seems to work well for families with busy weekends. Through various activities, we've introduced concepts of design thinking, prototyping, basic physics, and more.
- Moms Who Code / Maker Story Time has evolved from following tutorials to more of a project-based collaboration. The group has covered advanced Wordpress topics, worked on iPhone App development, and learned some Python. Maker Story Time has not been as popular, but we will continue to offer it as an adjacent program to make it as accessible as possible to at-home parents.
- To celebrate National Library Week, a Food Truck Rally was hosted at City Hall. The Bookmobile set up near the food trucks, and Silverstone Library had activities in the parking lot. Inside we had set up an open house environment to allow people to experience most of our technology.
- In December, the STEMBus came out to unBound for Hour of Code. 170 individuals came through and we were able to introduce computer science topics to children and families. We have this event on our calendar again for next year.
- This summer we offered a workshop on robotics to teens. They were given materials and worked together to create a robot out of arduinos, popsicle sticks, and more. All though the program was only supposed to go through July, many of the attendees returned through August to continue working on the robot. The finished product had a display that says "Welcome to unBound" and can dance "the robot"

- The Library Freedom Project, along with the ACLU, presented on protecting and advocating for patron privacy in public libraries.

Facility:

- Air conditioning units had a few hiccups over the summer, but were repaired.
- An Request for Proposals is currently out on the building. We are continuing to operate as usual. Should an offer be accepted, we'll evaluate our relocation options.

Quick Notes:

- Nick has accepted the role of Tech Center Supervisor starting October 6.

Notable Visitors

- Navy USS Boise stopped by to tour our facility. They are based in the southern United States, and are huge supporters of libraries.
- Mayor Tammy de Weerd stopped by for a tour. An article about her visit was published in The Valley Times.
- Representative Luke Cavener attended our event about privacy issues in library. The Library Freedom Project and ACLU Idaho presented on patron privacy rights in a public library.



- Representatives from the Governor's office came to our Hour of Code last December.

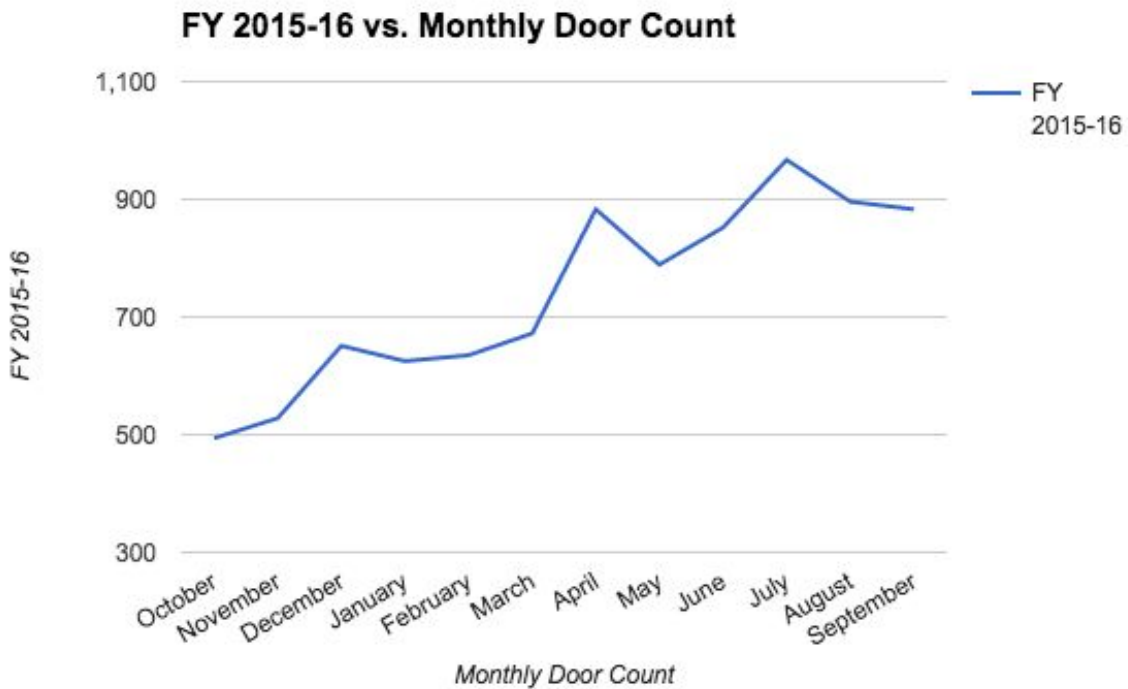
Businesses Utilizing unBound

- Why the Health Not is a tech startup developing an app that focuses on 6 pillars of wellness using an algorithm that pairs patients with wellness providers. Their first app, "what the health", an anonymous sharing app like Whisper, but for health, debuted in September. They have been using unBound as their office most of the year.
- Forge Your Potential is a podcast group that discovered unBound when they went to the Cherry Lane location to use a study room as a recording space. It was the same week unBound opened, so they were sent our direction. They utilize our recording studio up to twice a week, and have been very successful. They organized a "Clean Up Tablerock" event earlier this year.
- Here's a podcast with Forge Your Potential interviewing Chrissy Larsen, the founder of Why The Health Not : <https://soundcloud.com/forgemyyourpotential/chrissy-larsen-building-an-empire>
- Eddie Christian, an artist and animator who recently moved to Idaho has been working out of unBound, designing and printing 3D sculptures, along with other work.
- Your Geek Is Showing includes a staff member of the Discovery Center of Idaho. They've been recording their podcast out of our studio.
- Sonia Rosario is a local film maker and historian who has recently started working out of our space off and on. Below are some examples of the work she's been doing. Currently she is working in a graphic novel, and has been able to get advice and artwork from some of our other patrons.
 - Documentary film, Idaho's Forgotten War, on Amy Trice, Kootenai Chairwoman, 1974 who declared war on the US Government on Sept 20th 1974. <https://www.youtube.com/watch?v=tugG6qJJr3E>
 - Idaho Prayer from Horace Axtell, Spiritual Advisor for the Nez Perce Tribe, for Filmmakers across the country. <https://www.youtube.com/watch?v=U71YNufxDVI>

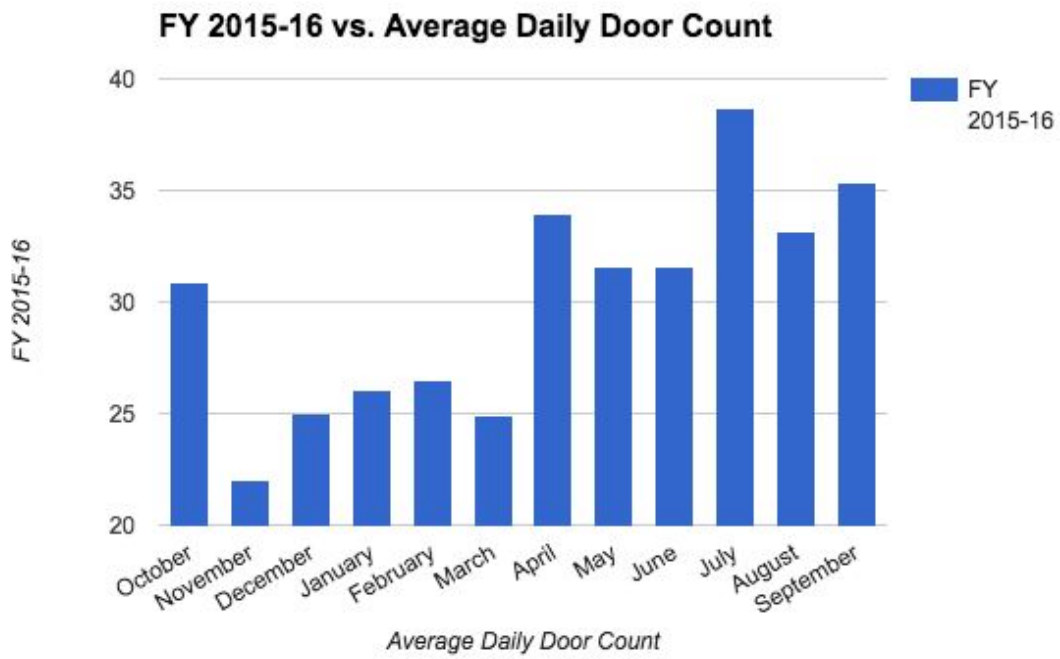
- We also have a handful of business owners who generally work from home come in and utilize our space. Companies from New Ventures Lab, our neighbor, drop in regularly to use the Adobe software or just to use the Wi-Fi.

Appendix A: STATS

Monthly Door Count	FY 2015-16
October	494
November	528
December	651
January	625
February	635
March	672
April	883
May	789
June	852
July	967
August	896
September	883
Total	8875

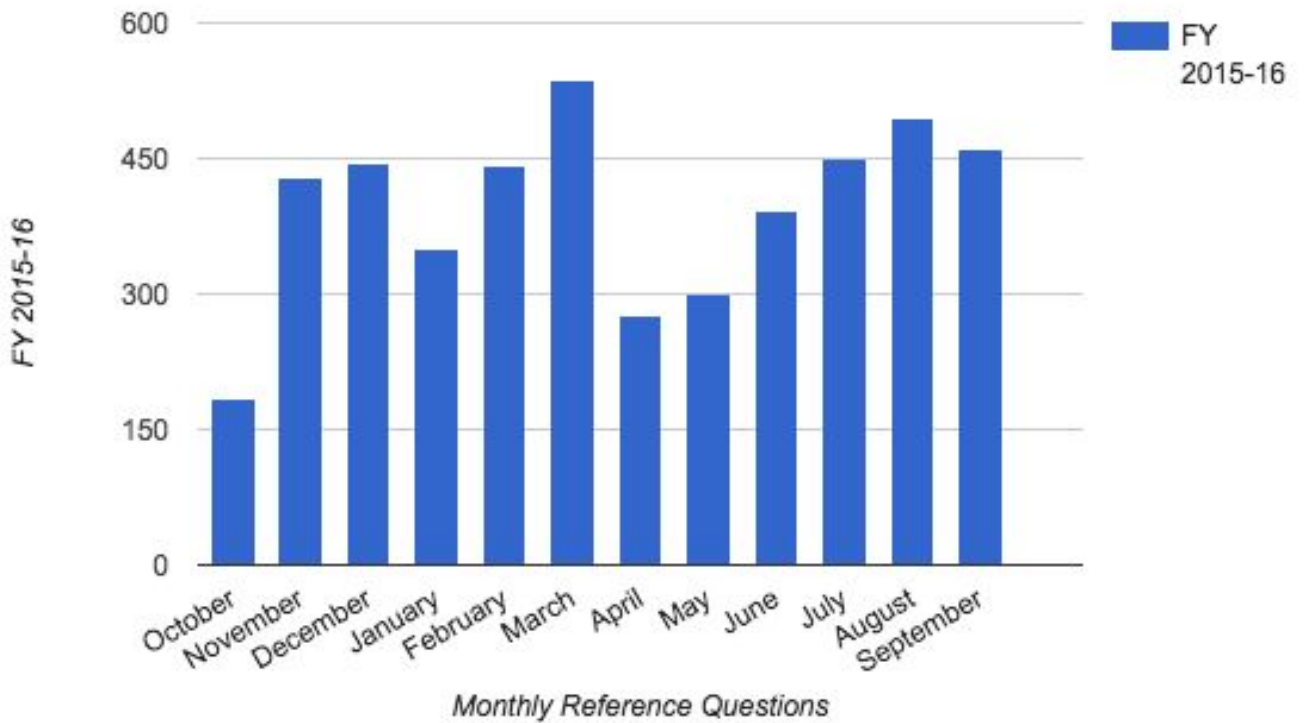


Average Daily Door Count	FY 2015-16
October	31
November	22
December	25
January	26
February	26
March	25
April	34
May	32
June	32
July	39
August	33
September	35

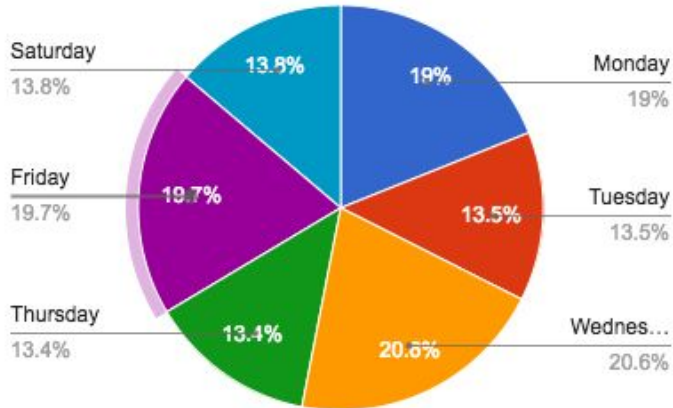


<u>Monthly Reference Questions</u>	<u>FY 2015-16</u>
<u>October</u>	<u>184</u>
<u>November</u>	<u>430</u>
<u>December</u>	<u>446</u>
<u>January</u>	<u>351</u>
<u>February</u>	<u>441</u>
<u>March</u>	<u>537</u>
<u>April</u>	<u>277</u>
<u>May</u>	<u>301</u>
<u>June</u>	<u>392</u>
<u>July</u>	<u>450</u>
<u>August</u>	<u>494</u>
<u>September</u>	<u>461</u>

FY 2015-16 vs. Monthly Reference Questions



FY 2015-16



Daily Door Count	FY 2015-16
Monday	1,682
Tuesday	1,197
Wednesday	1,831
Thursday	1,186
Friday	1,752
Saturday	1,227
Total	8875

APPENDIX B: Kind words from a patron

My wife and I have lived in Meridian about 3 years; I work in Boise and after 30+ years with the state, am near retirement. Soon after we moved to Meridian my encounters with MLD began. First with a chance encounter at the Boise Discovery Center and then a series of conversations related to the library's expansion into robots and technology, then 3D printing at Cherry Lane, and finally the UnBound Library Branch. At each step I marveled at the innovative and forward thinking that not only created what I saw but gave me the opportunity to explore and actually participate with new technology, products, and services.

While I have expressed my appreciation in phone calls and face to face interactions with a number of people working for MLD I also wanted to express those thoughts in writing. Today I watched a short video from one of my weekly newsletters: (<https://www.brainpickings.org/2016/10/06/libraries-storycorps-bookmobile/>) that talked of how libraries save lives and determined to finally share my thanks in writing.

I have always enjoyed libraries, but wondered if they could retain their relevance with technology, the internet, social media, and our obsession with entertainment. In my opinion MLD has! First with the Cherry Lane 3D printing and then UnBound, I have learned to 3D print, design in 3D with three different products, design for and operate a CNC machine, benefit from a large format color printer, and use advanced PhotoShop and related software products. Those experiences, made possible by the incredible vision and real hands on interaction, were only starting points. It has impacted my retirement planning, created some exploratory small business ventures, and increased my exposure to and possible participation in education activities related to STEM. I now know it will take me to new places, unknown to me today, as I find new interests and the ability to explore those interests in a totally new way. Oh, and I bring my two six year old granddaughters to the UnBound library branch where we learn and explore together in ways that would not be possible otherwise.

A week ago I toured a Maker Space in Phoenix and then last week I was introduced to JUMP's effort to 'creating something' in Boise. What I've come away with is that what is happening in Meridian, what the Meridian Library District is creating, driving, and making available to the public, is truly phenomenal and far beyond what would be expected in a small town in Idaho. When I tell my peers across the country what I do in my spare time, made possible by a public library, they are in awe. I don't know how you do it, but I hope you know how incredible it is and hope that you can sustain it. The UnBound branch is small and sometimes I think of it as a 'wild west frontier effort' but it is amazing. Allowing hands on experiences with new technologies is changing my life and I believe will change the lives of others...and ultimately will help make the world we live in a better place.

Thank you again! And thanks also to all those who work with the MLD, I know it takes a team to make everything work. I am extremely grateful to live here in Meridian where the MLD vision is being implemented.



THE
EDUCATION FOUNDATION OF THE WEST ADA SCHOOL
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10/20/2016

Meridian Development Corporation
104 E. Fairview Ave. #239
Meridian, Idaho 83642

Dear Meridian Development Corporation,

On behalf of the Education Foundation of the West Ada School District, I would like to thank you for the generous donation of \$5000 for Meridian Historical Field Trip bussing . Your support of West Ada schools is part of what continues to help school programs grow and thrive. Your commitment to helping children in our district is sincerely appreciated.

Each year the **Education Foundation of the West Ada School District** continues to advance its mission of *providing supplemental funding for innovative and creative classroom education*. In funding innovative and creative educational ideas through our Classroom Grants program, we have seen many lives changed for the better.

The goal of the Education Foundation is to continue to make a difference in the classroom. With the help of donations from supporters such as you, we will continue to see progress in children's educational successes.

Thanks again for your generous support of our efforts to improve the lives of children through innovative and creative classroom educational opportunities! Note – No goods or services were provided in exchange for your contribution.

Sincerely,

Randy Morgan
President, Education Foundation of the West Ada School District