

# MERIDIAN

development corp.

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**MEETING AGENDA**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, September 28, 2016, 4:00pm**  
**Meridian City Hall, Conference Room A**  
**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 September 14, 2016 Regular Meeting
- b. Approve August 2016 Financials and Notice of Bills Paid

**ACTION AND PRESENTATION ITEMS**

**5. Legislative Update [Scott Turlington]**

**6. Review of the draft Owner Participation Agreement for Phase One of the Brighton Corporation Ten Mile Project [Lakey]**

**7. Consideration of Approval of a Scope of Work with Gallatin Public Affairs for on-going Public Relations consultation and assistance through FY2017 and Corresponding Resolution 16-026 [Zamzow/Mueller]**

**8. Appointment of an MDC Board Member to replace former Commissioner Jensen on the Valley Regional Transit Board of Directors and Corresponding Resolution 16-029 [Escobar]**

**9. Consideration of Modification of the Approval of the MOU with the West Ada School District for reimbursement of transportation costs towards the third grade historical walking tour and Corresponding Resolution 16-030 [Lakey/Squyres]**

Agenda for the Meridian Development Corporation Board Meeting – September 28, 2016

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All materials presented at public meetings shall become the property of the MDC.

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Anyone desiring accommodation for disabilities related to documents and / or hearings, please contact the Meridian City Clerk's Office at 888-4433 at least 48 hours prior to the public meeting.

- 10. Consideration of Approval of a Three Year Contract Extension for On-Call Engineering Services with Forsgren and Associates and Corresponding Resolution 16-031 [Lakey/Squyres]**
- 11. Consideration of Approval of a Three Year Contract Extension for On-Call Engineering Services with CH2M Hill and Corresponding Resolution 16-032 [Lakey/Squyres]**
- 12. Consideration of Approval of a Three Year Contract Extension for On-Call Engineering Services with Keller and Associates and Corresponding Resolution 16-033 [Lakey/Squyres]**
- 13. Consideration of Approval of a Three Year Contract Extension for On-Call Land Survey Services with Civil Survey Consultants and Corresponding Resolution 16-034 [Lakey/Squyres]**
- 14. Consideration of Approval of the Annual Parking Lot Sweeping and Snow Removal with PC Maintenance for the COMPASS/VRT Building and Corresponding Resolution 16-035 [Lakey/Squyres]**
- 15. Consideration of Approval of the Annual Parking Lot Sweeping and Snow Removal with PC Maintenance for the Mason Parking Lot on East Second Street and Corresponding Resolution 16-036 [Lakey/Squyres]**
- 16. Consideration of Approval of the Annual Parking Lot Sweeping and Snow Removal with PC Maintenance for 703 North Main Street and Corresponding Resolution 16-037 [Lakey/Squyres]**
- 17. Consideration of Approval of the Annual Parking Lot Sweeping and Snow Removal with PC Maintenance for 713 North Main Street and Corresponding Resolution 16-038 [Lakey/Squyres]**
- 18. Consideration of Approval of the Landscaping Services with Provision Landscaping for 713 North Main Street and Corresponding Resolution 16-039 [Lakey/Squyres]**
- 19. Consideration of Approval of the Landscaping Services with Provision Landscaping for the COMPASS/VRT Building and Corresponding Resolution 16-040 [Lakey/Squyres]**
- 20. Consideration of Approval of the Scope of Work and Fee for the FY2016 Audit by Eide Bailey and Corresponding Resolution 16-041 [Lakey/Squyres]**
- 21. Consideration of Approval of the Contract Extension with The Network Operations Company and Corresponding Resolution 16-042 [Lakey/Squyres]**
- 22. Consideration of Approval of the Scope of Work for the design and implementation of the modification of the Destination: Downtown district banners with the new branding and Corresponding Resolution 16-043 [Zamzow]**
- 23. Consideration of Approval of the Scope of Work for the modification of the design and implementation of the downtown information kiosk panels with the new branding and Corresponding Resolution 16-044 [Zamzow]**
- 24. Consideration of Approval of the Scope of Work for the design of the Old Town street toppers and Corresponding Resolution 16-045 [Zamzow]**

**25. Consideration of Approval of the Scope of Work for the design and implementation of the Unwired City window identifiers and Corresponding Resolution 16-046 [Zawzow]**

**26. Consideration of Approval of the FY2017 Façade Improvement Grant Application and Corresponding Resolution 16-047 [Squyres/Lakey]**

**DISCUSSION ITEMS**

**27. Property Committee Update [Winder]**

**28. Downtown Parking, Transportation and Streetscape Committee Update [Basalone]**

**29. Upcoming Committee Meetings [Squyres]**

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

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

**32. Chairman's Report**

**33. Public Comment**

**34. Adjourn the Meeting [Escobar]:**

**Executive Session per Idaho State Code 67-2345: The Board may go into executive session pursuant to Idaho Code Section 67-2345 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 MINUTES**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, September 14, 2016, 7:30am**  
**Meridian City Hall, Conference Room A**  
**33 East Broadway Avenue - Meridian, Idaho**

**1. Call Meeting to Order [Escobar]:**

At 7:32am, 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>X</u>	Tammy de Weerd – Member
		<u>O</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 Zamzow 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 August 24, 2016 Regular Meeting**
- b. Approve August 2016 Administrator's Report**

A motion was made by Commissioner de Weerd and seconded by Commissioner Bird.

ALL AYES.

**ACTION AND PRESENTATION ITEMS**

**5. Introduction of new MDC Commissioners Rob McCarvel and Rick Ritter [de Weerd]**

Commissioner de Weerd introduced Commissioner Ritter to the board.



**6. Discussion with Rizen Creative, the MDC Public Relations Committee and the MDC Wayfinding and Signage Committee as to continued branding implementation efforts [Zamzow and Rizen Creative]**

Commissioner Zamzow reviewed the history of the first branding effort with the board and how the board did not feel it adequately reflected downtown Meridian. This led to the creation of the Public Relations Committee who decided that an RFP would be necessary to find the right firm for the project. Rizen Creative was one of three finalists and was ultimately selected by the board as the agency to assist with putting together a three-year marketing plan along with the creation of an overall brand. Rizen conducted a focus group of a variety of resident demographics and based upon those discussions and observations, Meridian Historic Downtown became the adopted brand for downtown Meridian. This led to the creation of a logo, a logo use guide for all community partners to utilize and the first round of project implementation including the metal signs in the islands on Main Street and the newly revamped banners on the historic light poles throughout downtown. When the second round of projects began to be vetted, the Wayfinding and Signage Committee felt the bids were high and requested that Squyres obtain additional bids. This led to a broader discussion with the PR Committee and Rizen over the course of several weeks and ultimately what brings the discussion to the board today. Commissioner Zamzow stated that she had been one of those critical of the costs but once a discussion was had about the broader implications of ensuring the brand consistency, she believes continuing with Rizen is critical and is in the best interest of the investment that MDC has made.

Linda Handlos from Rizen Creative stated that she appreciated the partnership and that they want to be a good steward to the brand.

Chairman Escobar state that it's important to ensure the consistency of the brand and that branding is an art. Commissioner de Weerd stated that MDC is new in our brand and guidance is still needed at this early stage. She did note that it was important that the brand could be adaptable and that MDC needs to be its own brand manager. Commissioner Basalone stated that the brand needs to be consistent and the quality of the product that has been created is outstanding. Commissioner Ritter asked about the current branding guidelines and stated they should go beyond logo use. He stated that signage, web etc. needs to be incorporated into the guidelines.

The board agreed that it is important to continue branding implementation efforts with Rizen Creative at this time.

**7. Consideration of Approval of the MOU with the West Ada School District for reimbursement of transportation costs towards the third grade historical walking tour and Corresponding Resolution 16-027 [Lakey/Squyres]**

Counsel Lakey reviewed the MOU with the board. He stated that the agreement is for \$5,000 that is to go towards the third grade transportation costs with West Ada School District to take part in the historical walking tour. Commissioner de Weerd and Josh Evarts discussed the forthcoming phone application that can be utilized as part of the walking tour.

A motion was made by Commissioner Winder and seconded by Commissioner Basalone to approve the MOU and resolution.

ALL AYES.

**8. Consideration of Approval of a Time Extension with DeGuzman Designs for the Downtown Bike Map until October 15, 2016 and Corresponding Resolution 16-028 [Squyres]**

Agenda for the Meridian Development Corporation Board Meeting – September 14, 2016

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Squyres stated that the extension was needed in order to complete the bike map, which is in the final stages. Squyres explained it took more time than planned to obtain some of the needed information from agencies.

A motion was made by Commissioner Basalone and seconded by Commissioner Winder to approve the time extension and resolution.

ALL AYES.

**9. Appointment of an MDC Board Member to replace former Commissioner Jensen on the Valley Regional Transit Board of Directors and Corresponding Resolution 16-029 [Escobar]**

Chairman Escobar explained the purpose of the position. Commissioner Ritter stated that he may be interested and that he was interested in bridging downtown businesses and transportation. Commissioner Bird stated that Commissioner Ritter would be a great representative and would bring value to the VRT board. Commissioner Winder, who serves as an alternate, gave some insights into the position. Commissioner Ritter said he would like to meet with VRT representatives prior to making a decision. The item was tabled until the September 28 board meeting.

**DISCUSSION ITEMS**

**10. Ten Mile District Update [Lakey/Squyres]**

Counsel Lakey discussed the meeting he, Squyres and Commissioner Winder had with Brighton Corporation. A draft of the first phase Owner Participation Agreement is being crafted and this will be reviewed with the board at the next meeting. He discussed Brighton's request as to reimbursement for the neighbor's right-of-way dedication for an interior roadway. Commissioner Bird stated that he is concerned this would be an issue as to the intent of the urban renewal statute and asked what communities like Twin Falls may be doing. Lakey and Squyres stated they would do some research. Commissioner de Weerd stated that she did not understand why MDC would reimburse for right-of-way dedication. Commissioner Winder discussed his research and agreed this appears to be an unusual request. The board is concerned that this will give an unfair advantage to one developer over another.

**11. Property Disclosure Discussion [Lakey]**

Counsel Lakey reviewed the need to update the property disclosures within the MDC district for transparency purposes. He requested that each board member provide him a list of all property owned and/or leased within district boundaries.

**12. Upcoming Committee Meetings [Squyres]**

Squyres reviewed the list of meetings with the board.

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

No report.

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

No report.

**15. Chairman's Report**

Chairman Escobar commented on the outstanding showing at the Idaho Avenue ribbon-cutting and the activities for Meridian Art Week. Commissioner de Weerd stated that the art drop had been a success.

**16. Public Comment**

No comment.

**17. Adjourn the Meeting [Escobar]:**

At 8:26am, a motion was made by Commissioner Winder and seconded by Commissioner de Weerd to adjourn the meeting.

ALL AYES.

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Jim Escobar, Chairman

**MERIDIAN DEVELOPMENT CORPORATION**

**FINANCIAL STATEMENTS**

**AUGUST 31, 2016**

**MERIDIAN DEVELOPMENT CORPORATION  
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## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Meridian Development Corporation  
Boise, Idaho

Management is responsible for the accompanying historical financial statements of Meridian Development Corporation, which comprise the balance sheet - governmental funds as of August 31, 2016, and the related statement of revenues, expenditures, and changes in fund balance - budget and actual for the period from October 1, 2015 through August 31, 2016, for the general fund in accordance with accounting principles generally accepted in the United States of America, presented as comparative information in the statement of revenues, expenditures, and changes in fund balance - budget and actual for the general fund. We have performed a compilation engagement of the historical financial statements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the historical financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements.

The accompanying annual budget information of Meridian Development Corporation for the year ending September 30, 2016, that is presented in comparison with the historical statement of revenues, expenditures, and changes in fund balance has not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on it.

Management has elected to omit the government-wide financial statements, the statement of revenues, expenditures and changes in fund balances - governmental funds, the management discussion and analysis, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America for historical financial statements and the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial statements. If the omitted statements and disclosures were included in the historical financial statements, and the omitted summaries were included in the annual budget information, they might influence the user's conclusions about the district's financial position, results of operations, cash flows, and budgeted revenues and expenditures. Accordingly, these historical financial statements and the annual budget information are not designed for those who are not informed about such matters.

We are not independent with respect to Meridian Development Corporation.

Board of Directors  
Meridian Development Corporation

**Supplementary Information**

The historical supplementary information is presented for purposes of additional analysis and is not a required part of the basic historical financial statements. This information is the representation of management. The historical information was subject to our compilation engagement; however, we have not audited or reviewed the historical supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the historical supplementary information.

A handwritten signature in black ink, reading "Clifton Larson Allen LLP". The signature is written in a cursive, flowing style with a large, stylized "C" at the beginning.

Boise, Idaho  
September 13, 2016

**MERIDIAN DEVELOPMENT CORPORATION**  
**BALANCE SHEET – GOVERNMENTAL FUNDS**  
**AUGUST 31, 2016**  
(SEE ACCOUNTANTS' COMPILATION REPORT)

	<u>General Fund</u>
<b>ASSETS</b>	
Cash and Cash Equivalents, Unrestricted	\$ 997,195
Miscellaneous Receivable	89
Property Tax Receivable	117,065
Prepays and Other Receivables	1,318
Total Assets	<u>\$ 1,115,667</u>
<b>LIABILITIES AND FUND BALANCE</b>	
<b>LIABILITIES</b>	
Accounts Payable	\$ -
<b>DEFERRED INFLOWS</b>	
Advanced Revenues - Property Taxes	117,065
Total Liabilities and Deferred Inflows	<u>117,065</u>
<b>FUND BALANCE</b>	
Nonspendable	1,407
Restricted	997,195
Total Fund Balance	<u>998,602</u>
Total Liabilities, Deferred Inflows, and Fund Balance	<u>\$ 1,115,667</u>



**MERIDIAN DEVELOPMENT CORPORATION**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –**  
**BUDGET AND ACTUAL**  
**ELEVEN MONTH PERIOD ENDED AUGUST 31, 2016**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

	General Fund		
	Annual Budget	Year to Date Actual	Variance
<b>REVENUE</b>			
General Property Tax Revenue	\$ 820,000	\$ 885,676	\$ (65,676)
Interest Earnings	650	2,913	(2,263)
Grant Revenues	2,500	-	2,500
Other Revenue	1,274	2,076	(802)
Revolving Line of Credit	100,000	-	100,000
Total Revenue	924,424	890,665	33,759
<b>EXPENDITURES</b>			
Office and Operating Expense	49,192	48,490	702
Professional Services, Surveys, and Studies	196,100	156,705	39,395
Public Education and Marketing	35,000	6,338	28,662
Debt Service:			
Principal	94,968	90,623	4,345
Interest	29,862	23,807	6,055
Revolving Line of Credit	100,000	-	100,000
Capital Outlay	1,043,702	185,559	858,143
Total Expenditures	1,548,824	511,522	1,037,302
<b>EXCESS OF REVENUE OVER (UNDER)</b>			
<b>EXPENDITURES</b>	(624,400)	379,143	(1,003,543)
Fund Balance - Beginning	690,000	619,459	70,541
<b>FUND BALANCE - ENDING</b>	<u>\$ 65,600</u>	<u>\$ 998,602</u>	<u>\$ (933,002)</u>

## **SUPPLEMENTARY INFORMATION**

**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL**  
**ONE MONTH AND ELEVEN MONTH PERIODS ENDED AUGUST 31, 2016**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

	Total Original Budget	Current Month Actual	Current Year Actual	Total Original Budget Variance	Percent Total Original Budget Remaining	Prior Year Actual
<b>OPERATING REVENUE</b>						
703 N. Main Street Lease	12	-	-	12	100%	-
713 N. Main Street Lease	12	-	-	12	100%	-
Property Tax Revenue	820,000	2,592	885,676	(65,676)	-8%	863,146
Interest Earnings	650	255	2,913	(2,263)	-348%	617
Copier Cost-sharing with TVCC	1,250	89	2,076	(826)	-66%	-
Revolving Line of Credit	100,000	-	-	100,000	100%	-
Grant Revenue	2,500	-	-	2,500	100%	-
Beginning Fund Balance	690,000	-	-	690,000	100%	-
<b>TOTAL REVENUES AND AVAILABLE CASH</b>	<b>1,614,424</b>	<b>2,936</b>	<b>890,665</b>	<b>723,759</b>	<b>45%</b>	<b>863,763</b>
<b>CONTRACTUAL OBLIGATIONS</b>						
<u><b>Professional Services</b></u>						
Administrator Services	90,000	7,500	75,000	15,000	17%	90,000
Public Education/Marketing	35,000	-	6,338	28,662	82%	11,600
Contracted Legal Services	60,000	3,332	28,724	31,276	52%	26,136
Legislative Services	17,500	-	17,500	-	0%	30,125
Accounting and Audit - Audit Services	13,600	-	13,600	-	0%	13,600
Accounting and Audit - Accounting Services	15,000	3,505	21,881	(6,881)	-46%	14,864
Total Professional Services	231,100	14,337	163,043	68,057	29%	186,325
<u><b>Operational Expenses</b></u>						
ICRMP - Insurance Premiums/Claims	1,788	148	1,626	162	9%	-
Partnerships - Valley Regional Transit	3,215	-	3,215	-	0%	3,215
Partnerships - City of Meridian, Concerts on Broadway	10,000	-	10,000	-	0%	46,047
Irrigation Taxes	150	-	146	4	3%	1,073
Legal Notices/Publications	1,700	167	368	1,332	78%	2,365
Grounds Maintenance - 713 N Main	-	36	36	(36)	0%	2,093
Grounds Maintenance - Compass/VRT	4,000	339	3,666	334	8%	619
Grounds Maintenance - 703 N Main	-	95	514	(514)	0%	2,810
Debt Service - Revolving Line of Credit	100,000	-	-	100,000	100%	-
Debt Service - Principal Payments - WT	94,968	8,375	90,623	4,345	5%	94,968
Debt Service - Interest Payments - WT	29,862	2,028	23,807	6,055	20%	29,862
Debt Service - Copier Lease	2,148	178	1,937	211	10%	1,621
Total Operational Expenses	247,831	11,366	135,938	111,893	45%	184,673
<u><b>On Going Expenses</b></u>						
Software Maintenance/License	1,277	117	2,265	(988)	-77%	-
Utilities - 713 N. Main	-	(324)	1,066	(1,066)	0%	3,507
Building Maintenance 703 & 713 N Main	5,000	1,100	10,924	(5,924)	-118%	2,124
Parking Lot Maintenance 703 & 713 N Main	1,200	-	1,413	(213)	-18%	6,166
WIFI - 703 N Main	2,064	197	1,408	656	32%	1,866
Electronics Expense - General Fund	4,500	250	3,100	1,400	31%	4,170
Printing - 703 N. Main	1,100	-	1,872	(772)	-70%	1,487
Office Expense - General	300	-	-	300	100%	310
Meeting Expense	400	20	145	255	64%	451
Leadership Conference	900	-	688	212	24%	898
Travel Expenses	800	-	1,160	(360)	-45%	681
Postage & Mailings	200	-	43	157	79%	363
Bank Fees	300	500	500	(200)	-67%	744
Mason Parking	500	-	1,406	(906)	-181%	2,069
Total On Going Expenses	18,541	1,860	25,990	(7,449)	-40%	24,836
<b>REVENUE LESS CONTRACTUAL OBLIGATIONS</b>	<b>1,116,952</b>	<b>(24,627)</b>	<b>565,694</b>	<b>551,258</b>	<b>49%</b>	<b>467,929</b>

**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL (CONTINUED)**  
**ONE MONTH AND ELEVEN MONTH PERIODS ENDED AUGUST 31, 2016**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

	Total Original Budget	Current Month Actual	Current Year Actual	Total Original Budget Variance	Percent Total Original Budget Remaining	Prior Year Actual
<b>DISCRETIONARY EXPENSES</b>						
<b>Operational Expenses</b>						
Advertising/Promotional/Publications	1,000	-	-	1,000	100%	-
Training	5,000	37	162	4,838	97%	2,035
Dues & Subscriptions	1,650	-	830	820	50%	2,250
Total Operational Expenses	7,650	37	992	6,658	87%	4,285
<b>CAPITAL EXPENDITURES</b>						
Partnership w/ City Parks - Downtown Tree Replacement	25,000	-	-	25,000	100%	-
Partnership w/ City Arts Commission - Utility Box Art	5,000	-	5,127	(127)	-3%	-
Sidewalk Improvements	100,000	-	-	100,000	100%	-
Partnership w/ West Ada School District - Walking Tour						
Transportation	5,000	-	-	5,000	100%	-
Historical Walking Tour Video	10,000	-	-	10,000	100%	-
Destination Downtown Banners	9,000	-	2,322	6,678	74%	-
Special Projects	281,523	3,858	96,977	184,546	66%	9,584
Main Street Island Banners and Flower Baskets	15,000	-	15,000	-	0%	-
Partnership w/ City - Idaho Avenue Lighter Quicker						
Cheaper Project	15,000	-	-	15,000	100%	-
Main Street Lighting Phase II (Survey & Design)	35,000	-	-	35,000	100%	-
Pine Avenue	250,000	-	-	250,000	100%	-
Alleyway between 703 and 713 North Main Street	5,000	-	-	5,000	100%	-
Steering Committee Partnership - Multi Purpose Center						
Polling Costs	12,000	-	16,200	(4,200)	-35%	-
Nine-Mile Floodplain	20,000	-	-	20,000	100%	-
Entrance Signs at Downtown Meridian	130,000	-	-	130,000	100%	-
Downtown Kiosks	5,000	-	6,587	(1,587)	-32%	-
Directional Signage Plan Implementation	51,179	-	4,585	46,594	91%	-
Partnership w/ City - Youth Farmer's Market	5,000	-	5,000	-	0%	-
Bike Repair Shop	5,000	-	3,995	1,005	20%	-
Façade Improvement Program	60,000	-	29,766	30,234	50%	3,769
Downtown Parking	-	-	-	-	0%	850
Streetscape	-	-	-	-	0%	371,264
Branding Implementation	-	-	-	-	0%	4,152
Signage and Way Finding	-	-	-	-	0%	11,530
Downtown Housing Analysis	-	-	-	-	0%	7,750
Digital HUB	-	-	-	-	0%	129,454
Building Improvements-Wine Coop	-	-	-	-	0%	1,467
Total Capital Expenditures	1,043,702	3,858	185,559	858,143	82%	539,820
<b>FUND BALANCE RESERVE</b>	65,600	-	-	65,600	100%	-
<b>TOTAL EXPENDITURES</b>	1,614,424	31,458	511,522	1,102,902	68%	939,939
<b>NET EFFECT FUND BALANCE</b>	-	(28,522)	379,143	(379,143)	0%	(76,176)

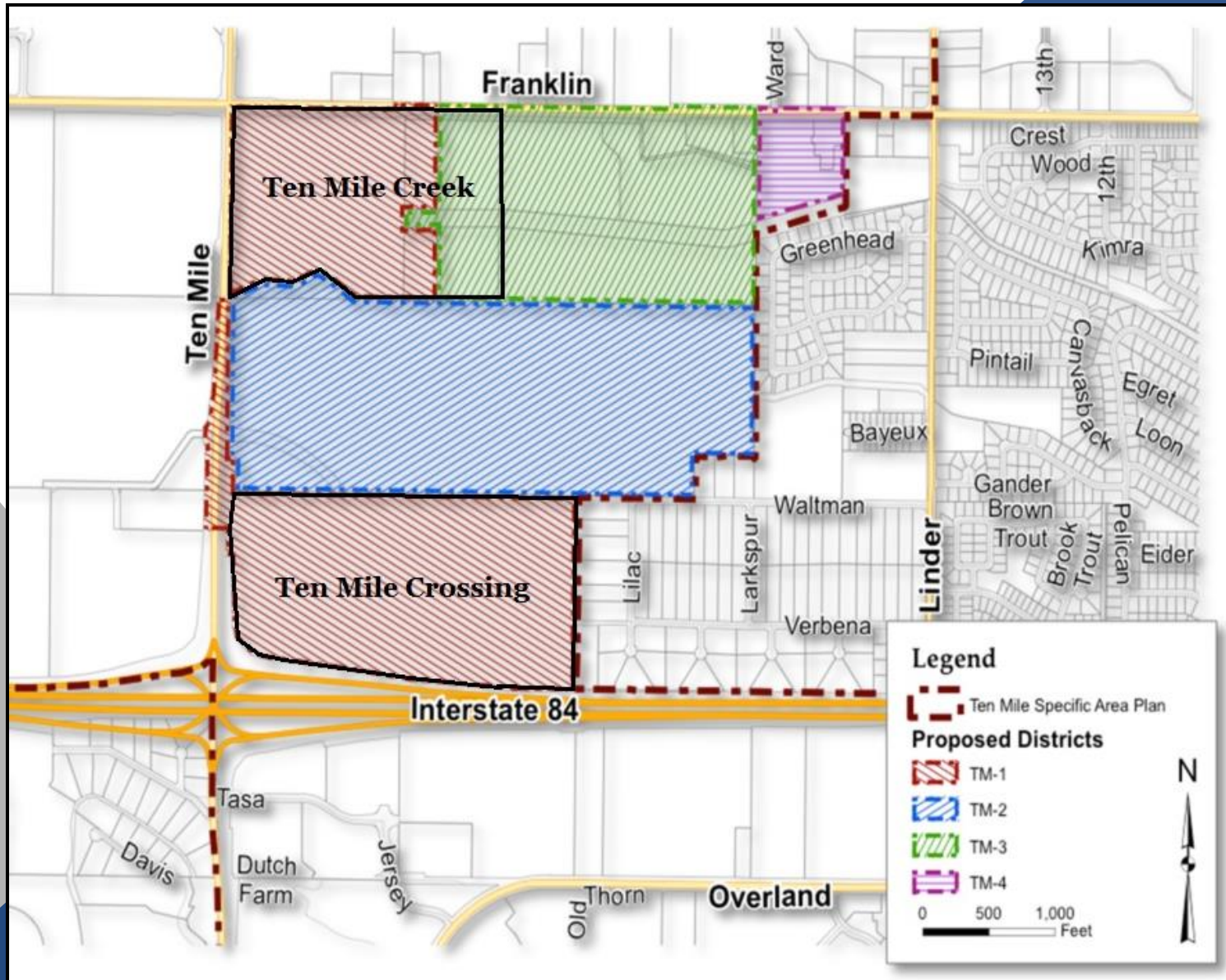
**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE II - MONTHLY AND YTD INCOME AND EXPENDITURES**  
**ONE MONTH ENDED AUGUST 31, 2016**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	July 2016	Aug 2016	Sep 2016	Total
<b>OPERATING REVENUE</b>													
General Property Tax Revenue	\$ 1,977	\$ -	\$ 1,468	\$ 181	\$ 572,422	\$ 2,828	\$ -	\$ 2,810	\$ 7,197	\$ 294,201	\$ 2,592	\$ -	\$ 885,676
Copier Cost-sharing with TVCC	-	-	-	-	-	-	1,325	180	-	481	89	-	2,075
Interest Earnings	599	33	165	47	640	150	58	147	281	539	255	-	2,914
Total Operating Revenue	2,576	33	1,633	228	573,062	2,978	1,383	3,137	7,478	295,221	2,936	-	890,665
<b>EXPENDITURES</b>													
Office Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Downtown Kiosks	-	6,587	-	-	-	-	-	-	-	-	-	-	6,587
Ground Maintenance	173	179	176	176	176	176	1,978	176	351	185	470	-	4,216
Parking Lot Maintenance	-	-	-	2,130	793	-	(1,576)	-	-	66	-	-	1,413
Partnerships - Broadway	-	-	-	-	-	10,000	-	-	-	-	-	-	10,000
Software Maintenance/License	-	-	-	-	-	-	1,538	382	111	117	117	-	2,265
Electronics Expense	250	898	531	361	661	702	(1,653)	600	250	250	250	-	3,100
Legislative Services	2,600	2,500	2,500	2,500	2,500	2,500	1,150	1,250	-	-	-	-	17,500
Audit & Accounting Services	-	3,405	2,263	18,198	2,472	1,250	1,200	1,040	2,148	-	3,505	-	35,481
Administrator Services	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	-	75,000
Contracted Legal Services	-	3,349	-	4,494	2,934	3,017	1,799	2,589	4,382	2,828	3,332	-	28,724
Wifi - 703 N Main	186	-	188	377	186	197	201	(518)	197	197	197	-	1,408
Postage and Mailings	-	-	15	-	-	-	28	-	-	-	-	-	43
Meeting Expense	12	527	29	12	-	12	(467)	-	-	-	20	-	145
Leadership Conference	-	-	-	105	11	698	(126)	-	-	-	-	-	688
Travel Expenses	-	-	10	-	-	259	-	891	-	-	-	-	1,160
Legal Notices/Publications	-	-	-	166	-	-	35	-	-	-	167	-	368
Public Education/Marketing	-	-	-	-	-	-	-	6,338	-	-	-	-	6,338
ICRMP-Insurance Prem/Claims	-	295	148	148	147	148	149	148	147	148	148	-	1,626
Printing	-	-	151	9	145	-	764	180	177	446	-	-	1,872
Dues and Subscriptions	-	-	-	225	-	-	605	-	-	-	-	-	830
Bike Repair Shop	-	-	-	-	-	-	3,995	-	-	-	-	-	3,995
Bank Fees, Charges	-	-	-	-	-	-	-	-	-	-	500	-	500
Principal Payments	8,082	8,134	8,161	8,187	8,214	8,240	8,267	8,294	8,321	8,348	8,375	-	90,623
Interest Expense	2,321	2,268	2,242	2,215	2,189	2,162	2,136	2,109	2,082	2,055	2,028	-	23,807
Debt Service - Copier Lease	-	-	-	-	-	-	1,243	178	169	169	178	-	1,937
Youth Farmer's Market	-	-	-	-	-	5,000	-	-	-	-	-	-	5,000
TV/Transit	3,215	-	-	-	-	-	-	-	-	-	-	-	3,215
Training	-	-	-	-	-	-	125	-	-	-	37	-	162
Utilities	-	996	431	573	255	279	(1,144)	-	-	-	(324)	-	1,066
Repairs and Maintenance	-	333	1,100	757	3,726	2,379	-	550	550	429	1,100	-	10,924
Facade Improvement	-	-	-	-	-	-	29,766	-	-	-	-	-	29,766
Mason Parking Lot	-	-	-	896	380	-	65	-	-	65	-	-	1,406
Directional Signage	-	-	-	-	-	1,360	3,225	-	-	-	-	-	4,585
Irrigation and Taxes	-	-	-	-	-	-	(41)	-	73	-	-	-	146
Prtnrshp w/ City Arts Com. - Utility	-	-	73	41	-	-	-	-	-	-	-	-	-
Box Art	-	-	-	-	-	5,127	-	-	-	-	-	-	5,127
Main St. Island Ban./Flwer Bskt	-	-	-	2,438	-	-	12,562	-	-	-	-	-	15,000
Steering Committee Ptnrshp -	-	-	-	-	-	-	-	-	-	-	-	-	-
Polling Costs	-	12,600	-	-	(300)	(300)	4,200	-	-	-	-	-	16,200
Special Projects	-	-	-	-	1,433	(1,433)	22,690	7,925	10,089	52,415	3,858	-	96,977
Destination Downtown Banner	-	-	-	2,322	-	-	-	-	-	-	-	-	2,322
Digital HUB	(3,991)	7,656	6,588	-	-	-	(10,253)	-	-	-	-	-	-
Pine Ave	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	12,848	57,227	32,091	53,845	33,422	49,273	89,961	3,902	36,547	(3,902)	31,458	-	511,522
Net Revenues Over Expenditures	\$ (10,271)	\$ (57,194)	\$ (30,458)	\$ (53,617)	\$ 539,640	\$ (46,295)	\$ (88,578)	\$ (40,397)	\$ (29,069)	\$ 223,905	\$ (28,522)	\$ -	\$ 379,143

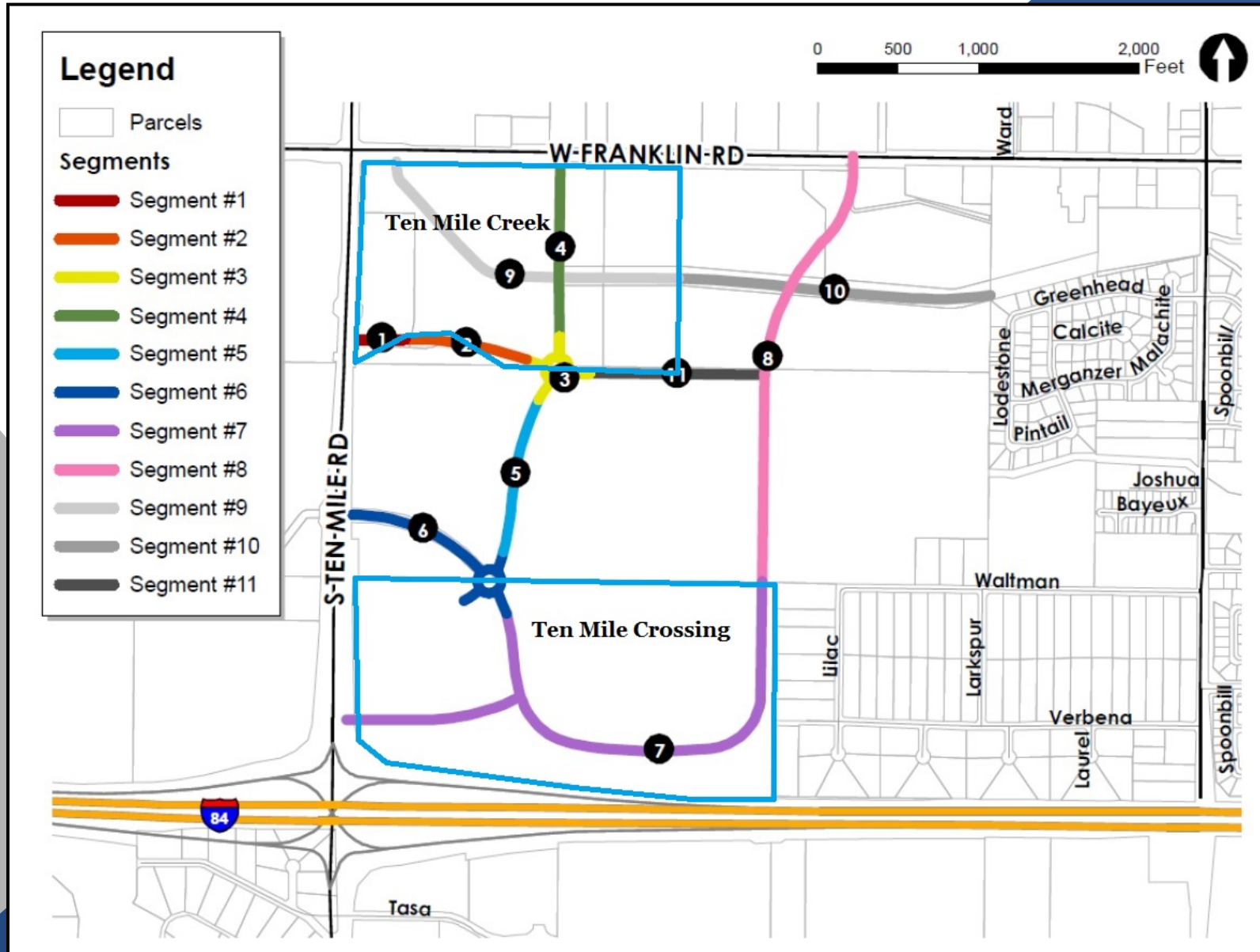
**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE III – VENDOR PAYMENTS**  
**ONE MONTH ENDED AUGUST 31, 2016**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

Doc #	Vendor Name	Effective Date	Amount	Description
4396	AF Public Solutions	8/8/2016	\$ 7,557.01	Admin Services & Reimbursables - July
4397	Borton-Lahey Law Office	8/8/2016	3,332.00	Legal Services 6/23/16 - 7/22/16
4398	CliftonLarsonAllen	8/8/2016	2,357.50	Accounting Services June & July
4399	Integra Telecom	8/8/2016	197.33	Internet 703 Main
4400	Keller Associates	8/8/2016	1,357.50	Historic Lighting Phase 7 - June 2016
4401	Primus MG	8/8/2016	2,500.00	Government Relations Services - August 2016
4402	Provision Landscape	8/8/2016	35.83	Landscape Maintenance - 703 Main
	Provision Landscape	8/8/2016	139.92	Landscape Maintenance - Compass/VRT
	Provision Landscape	8/8/2016	1,100.00	Sprinkler System Repair
4403	TFS Leasing	8/8/2016	178.07	Copier Lease - 703 Main
4404	The Network Operations	8/8/2016	150.00	Unwired City Monthly Support
4405	Tribute Media, Inc	8/8/2016	100.00	Monthly Silver Support and hosting
4406	Valley Times, LLC	8/8/2016	34.56	Quarterly Filing from 4/1/16 - 6/30/16
4407	CliftonLarsonAllen	8/22/2016	1,147.50	Account Services May 2016
4408	Provision Landscape	8/22/2016	35.83	Landscape Maintenance - 703
	Provision Landscape	8/22/2016	139.92	Landscape Maintenance - Compass/VRT
	Provision Landscape	8/22/2016	60.00	Sprinkler System Repair
	Provision Landscape	8/22/2016	60.00	Sprinkler System Repair - Compass VRT
4409	Valley Times, LLC	8/22/2016	132.30	Proposed Budget for Fiscal Year 2017
4410	Washington Trust Bank	8/22/2016	10,402.47	September 2016 loan payment
			<u><u>\$ 31,017.74</u></u>	

# Ten Mile URD Ownership



# Ten Mile URD Improvements

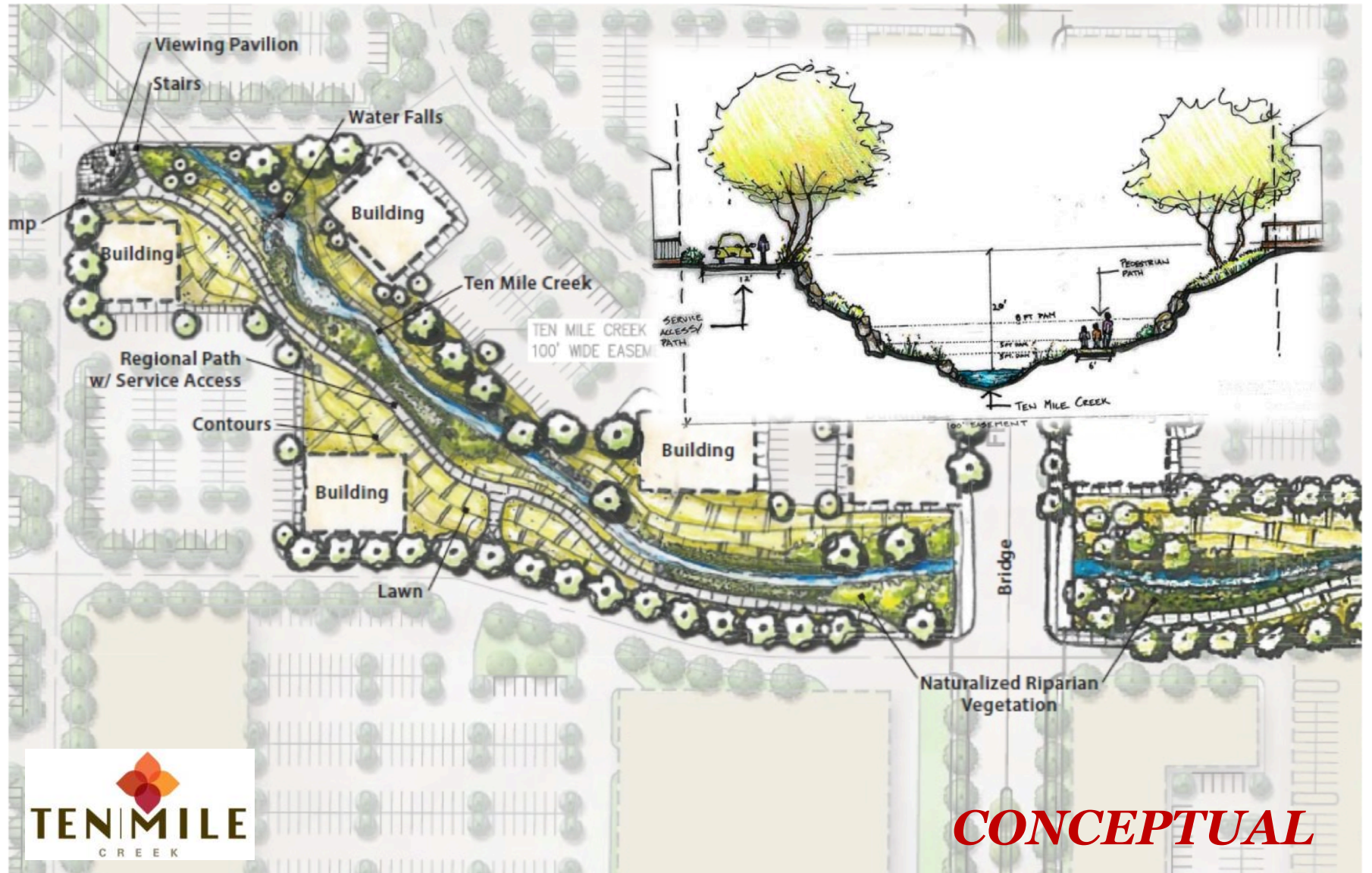




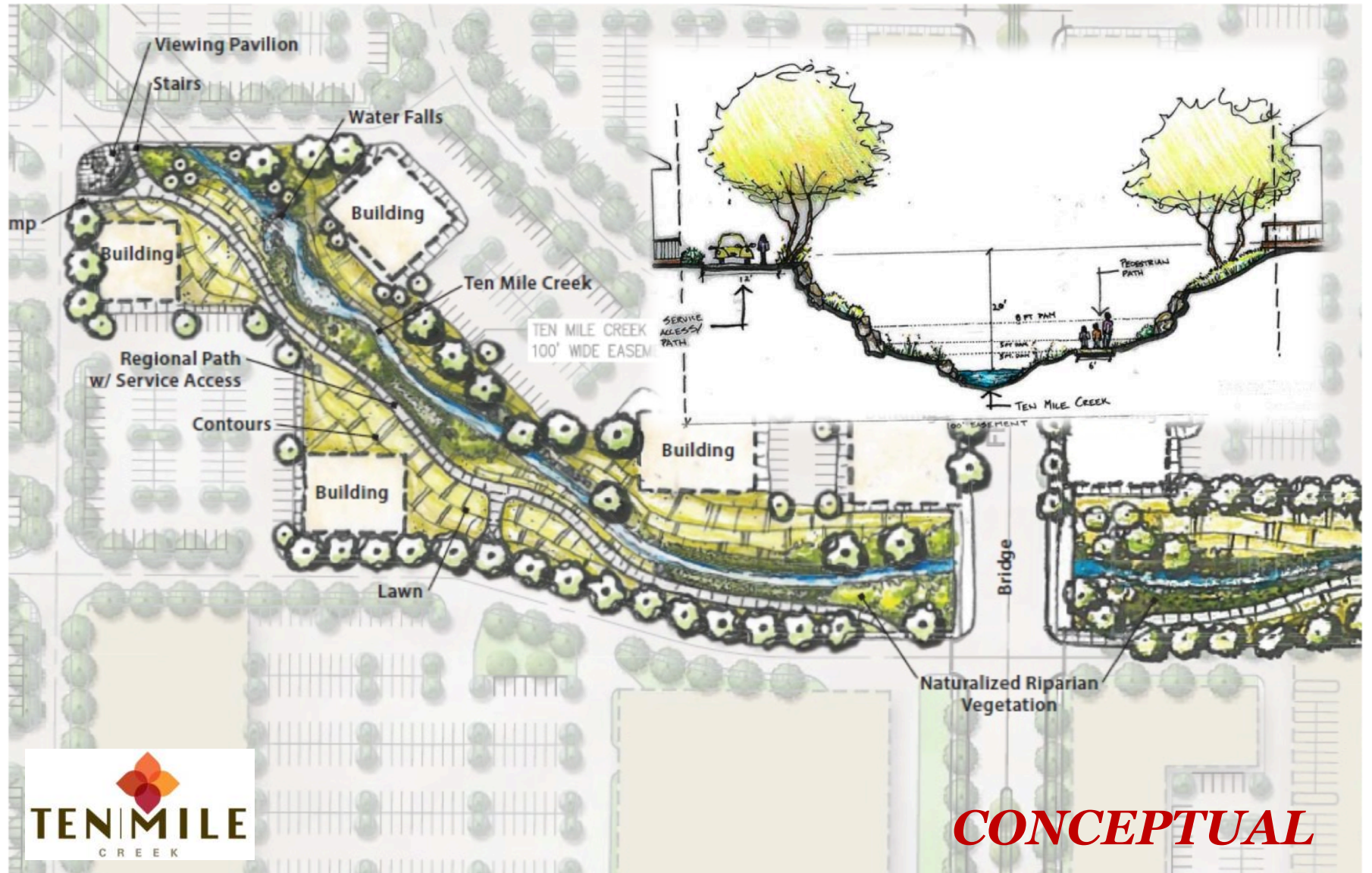
# CONCEPTUAL











**CONCEPTUAL**



# CONCEPTUAL







*CONCEPTUAL*

# Brighton Building





# Brighton Building



# ***OWNER PARTICIPATION AGREEMENT***

**BY AND BETWEEN**

**THE MERIDIAN DEVELOPMENT CORPORATION**

**AND**

**SCS BRIGHTON, LLC**

**\_\_\_\_\_, 2016**

**Ten Mile Development Project**



## LIST OF ATTACHMENTS

Attachment 1	Map of Site and Ten Mile Project Area
Attachment 2	Legal Description of Site
Attachment 3	Reimbursable Public Improvements
Attachment 4	Schedule of Development
Attachment 5	Agreement to be Recorded Affecting Real Property
Attachment 6	Memorandum of Owner Participation Agreement
Attachment 7	Existing Approvals and Agreements with the City of Meridian

## OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT is entered into as of the \_\_ day of \_\_\_\_\_, 2016, by and between the MERIDIAN DEVELOPMENT CORPORATION, the urban renewal agency for the City for Meridian ("City"), an independent public body, corporate and politic, organized and existing under the urban renewal laws of the State of Idaho (the "Agency") and SCS BRIGHTON, LLC., an Idaho limited liability company (referred to as "Participant"). Agency and Participant are collectively referred to as "Parties."

### *RECITALS*

WHEREAS, the Agency 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, on June 14, 2016 and June 21, 2016, after notice duly published, conducted a public hearing on the Ten Mile Road Urban Renewal Plan (the "Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 016-1695 on June 21, 2016, approving the Plan and making certain findings;

WHEREAS, The Urban Renewal Project Area ("Project Area") is specifically described in the Plan and a general map depicting the Project Area is included in Attachment 1 to this Agreement (attached hereto and incorporated by reference herein);

WHEREAS, The Agency Participant owns and intends to develop real property in the Project Area which generally consists of those parcels or properties described as being owned by SCS Brighton, LLC in Attachment 2 to the Plan and which are generally located along Ten Mile Road and Franklin Road and North of Interstate Highway 84

generally depicted in the Participant property map included in Attachment 1 hereto (these parcels or properties are collectively referred to hereafter as the "Site");

WHEREAS, the legal description for the Site is more specifically set forth in Attachment 2 hereto and incorporated by reference herein;

WHEREAS, the public improvements that are eligible for reimbursement by the Agency are generally set forth in Attachment 3 and are herein referred to as "Reimbursable Public Improvements" (The development of the Site along with the Reimbursable Public Improvements are hereinafter collectively referred to as the "Brighton Project");

WHEREAS, the Agency during its regular public meeting on \_\_\_\_\_, 2016 passed a motion providing approval of Agency's commitment more definitively set forth in this Agreement;

WHEREAS, the Participant desires to enter into and be subject to this Agreement and affirms its authority to execute and enter into this Agreement;

WHEREAS, as a result of the Participant's commitment to proceed with the construction of the Brighton Project, the Participant's commitment to comply with the terms of the Plan, and the Agency's commitment to reimburse the Participant based on their compliance with the Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, by entering into this Agreement and complying with its terms, the Agency finds that the Brighton Project and the Site as described in the legal descriptions for the subject parcels attached hereto (See Attachments 2 and 3) consisting of \_\_\_\_\_ properties whose total acreage is approximately \_\_\_\_\_ acres are in accordance with the provisions and requirements of the Plan.

NOW, THEREFORE, based upon the mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Participant agree as follows:

I. SUBJECT OF AGREEMENT

A. Agreement

The purpose of this Agreement is to effectuate the Plan and a portion of the Ten Mile Road Urban Renewal Project (the "Urban Renewal Project") by providing for certain Reimbursable Public Improvements required by the Ada County Highway District ("ACHD"), the Idaho Transportation Department ("ITD"), the City of Meridian, \_\_\_\_\_ and/or other applicable public agencies, including without limitation street improvements, sidewalks, curbs, gutters, irrigation ditches, drainage ditches, utilities, street lights, land acquisition costs and landscaping solely pertaining to the Reimbursable Public Improvements on the Site. The list of the Reimbursable Public Improvements is set forth in Attachment 3 Schedule of Reimbursable Public Improvements which is attached hereto and incorporated by reference herein. The timeline for Participant to complete the Brighton Project is set forth in Attachment 4 attached hereto and incorporated by reference herein.

The development of the Site and construction of the Reimbursable Public Improvements pursuant to this Agreement and the fulfillment or the terms of this Agreement are in the vital and best interests of the Agency and the health, safety, and welfare of its residents of the City and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Agency and the Plan.

The above noted recitals are hereby incorporated into this Agreement as if set forth fully herein.

The term of this Agreement shall be through the expiration of the Plan (December 31, 2036) unless the Agreement is earlier terminated as provided herein.

B. The Plan

This Agreement is subject to the provisions of the Plan, initially approved by the City Council, pursuant to Ordinance No. 16-1695 on June 21, 2016.

C. The Project Area

The Urban Renewal Project Area is located in the City, and the exact boundaries of the Urban Renewal Project Area are specifically described in the Plan.

D. The Site

The Site is located within the Urban Renewal Project Area and is generally shown in Attachment 1. The more specific legal descriptions for the Site are attached to this Agreement as Attachment 2.

E. Agency Participation Policy

Generally, the Agency has agreed to financially participate with a private developer when such participation, in the Agency's complete discretion, achieves and conforms with the goals and objectives of the Plan, is not duplicative of other public entity funding, does not replace or substitute for the obligations imposed by other governmental agencies on the Participant, when funding is available and where the applicable project is a priority for the Agency. Participation by the Agency is completely discretionary and the specific participation of the Agency for the Brighton Project is as set forth herein.

F. Parties to This Agreement

1. The Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code, and the Local

Economic Development Act, Title 50, Chapter 29, Idaho Code. The mailing address of the Agency is 104 E. Fairview Ave., #239, Meridian, Idaho 83642. "Agency," as used in this Agreement, includes the Meridian Development Corporation and any assignee of or successor to its rights, powers, and responsibilities.

## 2. The Participant

The Participant is SCS Brighton, LLC. an Idaho limited liability company. The principal address to be used for the Participant is 12601 W. Explorer Dr., Boise Idaho 83713.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee, purchaser, or successor in interest as herein provided. The Participant represents and warrants that their undertakings pursuant to this Agreement are and will be used for the purpose of the timely development and/or redevelopment of the Site and not for speculation in land holding. The Participant further recognizes that in view of: (1) the importance of the Site to the general health, safety and welfare of the community; (2) the reliance by the City and Agency on the real estate and development expertise of the Participant and the continuing interest and obligation which the Participant will have in the Site to assure the quality of the use, operation, and maintenance of the development thereof; and (3) the fact that a change in control of the Participant, or any other act or transaction involving or resulting in a significant change in the ownership or a change with respect to the identity of the parties in control of the Participant or the degree thereof, is for practical purposes a transfer or disposition of the Site. The qualification and identity of the Participant are of particular concern to the City and the Agency. It is because of the qualifications and identity of the Participant that the Agency has entered into this Agreement with the Participant.

No voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided below, the Participant shall not assign all or any part of their rights and obligations under this Agreement without the prior written approval of the Agency. For the reasons stated above, the Participant represents and warrants for itself and any of

its successor(s) in interest that during the term of this Agreement, except as expressly provided herein, there shall be no change in the President/CEO/Manager of the Participant (other than such changes occasioned solely by the death or incapacity of an individual) without the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed. Any upcoming change in the President/CEO/Manager of the Participant shall require immediate notification of such change by the Participant and written approval by the Agency, which approval shall not be unreasonably withheld.

It shall not be unreasonable for the Agency to withhold or delay its approval when using criteria such as those used by this and other redevelopment agencies in selecting participants for similar developments or because the proposed transferee does not have the current financial strength, experience, or reputation for integrity equal to or better than the Participant as of the date this Agreement has been executed by the Agency. This Agreement may be terminated by the Agency if there is any unpermitted significant change (voluntary or involuntary) in the management or control of the Participant in violation of this Agreement (other than changes occasioned solely by the death or incapacity of an individual) that has not been approved by the Agency previous to that change, if such change occurs prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefore.

Notwithstanding the foregoing and any other provisions hereof, the Participant reserves the right, at their discretion and without the prior written consent of the Agency, to join and associate with other persons in joint ventures, partnerships, or other entities for the purpose of acquiring and developing the Site or portions thereof, provided that the Participant remains fully responsible to the Agency as provided in this Agreement with respect to the Site. Any significant change during the period of this Agreement in the controlling interest of the Participant or the control by the Participant of the development of the Reimbursable Public Improvements covered by this Agreement is subject to the approval of the Agency. Provided, however, that the Participant shall be allowed to add to their development team certain consultants and other development professionals.

Agency reserves the right to charge Participant a reasonable fee to cover Agency's costs in responding to any requested change discussed in this section and condition any approval upon payment of such fee. If the Parties cannot agree upon the reasonableness of the fee, the Parties shall invoke the Dispute Resolution process described in this Agreement.

G. City of Meridian Agreements, Approvals, Conditions and Process

The City agreements and approvals shall mean those certain agreements between the Participant or owner(s) of the Site and the City concerning, among other things, zoning of the Site or portions thereof, subdivision plat approval, and any other approvals, permits and/or requirements by the City for any development of the Site. Those agreements and approvals include, but are not limited to, the following: the required subdivision improvements, any development agreement(s) and any findings and/or conditions of approval from the City. The Parties agree that they will execute an addendum to this Agreement incorporating the aforementioned items from the City as they become effective following execution of this Agreement. City conditions of approval refer to any conditions or requirements of approvals established by the City of Meridian applicable to the Participant and their Private Development and the Reimbursable Public Improvements. The existing City approvals and agreements are attached hereto as Attachment 7 and are incorporated by reference herein.

Any default by Participant of the City Agreements and/or City Conditions of Approval not cured within any cure period set forth in the agreements or approvals described above shall constitute a default under this Agreement, with the Agency reserving any and all of its rights and remedies under this Agreement concerning default.

H. The Private Development

The Private Development shall mean the development of the Reimbursable Public Improvements and the private additional improvements and projects undertaken by the Participant or its assigns upon the Site. The Developer shall make reasonable



efforts to proceed within the Scope and Schedule of Development as set forth within Attachment 3 of this Agreement. The Private Development and any development upon the Site by Participant, their successors, assigns, or purchasers of the Site or any portion of the Site shall comply with all the provisions of the Plan, any City Agreements, any City Conditions of Approval, and all applicable regulations, requirements, ordinances and codes of agencies with jurisdiction.

#### I. Reimbursable Public Improvements

The Reimbursable Public Improvements noted in this Agreement will improve and enhance the public amenities and infrastructure within the Agency boundaries and provide for greater public health, safety and welfare. Because of the Private Development, which development achieves several of the objectives contained within the Plan, the Agency finds that Reimbursable Public Improvements are in the best public interest, will improve safety and traffic access, and provide for enhanced development of the Site and the Plan Area.

Generally, the objective of the Agency is to fund those activities which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law, the Idaho Economic Development Act, and the Plan. Final determination of acceptance of the Reimbursable Public Improvements constructed will be based upon the eligibility of those improvements under the statutes and the Plan described above and the reasonable expenses for such activity. The Agency and Participant shall review such activities prior to their construction, to the extent such activities have not already been completed by Participant and approved and accepted by the applicable public agency prior to execution of this Agreement, and provide a written record of the determination.

In consideration of the terms of this Agreement, Agency agrees to reimburse Participant for the reasonable actual costs of the certain Reimbursable Public Improvements, as defined herein. The Reimbursable Public Improvements consist of the improvements described in Attachment 4 of this Agreement. The Reimbursable Public Improvements defined in Attachment 4 are considered all-inclusive and can only be modified by mutual written agreement of the Parties. Participant shall only be reimbursed by the Agency from ninety percent (90%) of the annual net tax increment

revenues generated from the Private Development of the Site and received by the Agency as defined herein. Agency is only obligated to make reimbursement payments to Participant during the life of the Agency's Plan which expires December 31, 2036.

The Parties agree that all reimbursement payments to be made under this Agreement for the Reimbursable Public Improvements are to be made to Participant. To receive reimbursement, Participant must provide written documentation acceptable to Agency from the City, ACHD, ITD and any other applicable government agencies that the Reimbursable Public Improvements have been completed in accordance with the applicable agency's specifications and requirements and that said agency has accepted said improvements. Participant shall deliver to Agency, along with its request for reimbursement, an itemized statement to the Agency setting forth in detail the total amount of the costs that Participant believes are eligible and for which they are seeking reimbursement such as demolition, on-site preparation; and construction of the Reimbursable Public Improvements. The request for reimbursement must include the corresponding invoices, receipts and other documentation of the actual costs. Payment terms are also more particularly described in Attachment 4.

#### J. Agency Funding Process

The participation of the Agency with Participant in the Reimbursable Public Improvements will be as follows:

- (1) The Agency must be satisfied that the cost of such improvements is reasonable given the market conditions and usual and customary cost for such improvements. Such costs must be reasonable in light of the site costs normally encountered for such development. A more detailed description of the estimated costs is set forth in Attachment 4 of this Agreement.
- (2) The improvements eligible for reimbursement by the Agency must be determined by the Agency to be public improvements as required by the Plan and the Idaho Urban Renewal Law. Participant shall submit and Agency must be in receipt of all documentation including without limitation, licenses, agreements, permits, approvals and acceptances from the

applicable public agencies regarding the Reimbursable Public Improvements which establish their satisfactory final completion.

- (3) The Agency will only reimburse Participant for the approved cost of the approved public improvements. Agency is not responsible for the on-going maintenance and repair of the Reimbursable Public Improvements. Participant shall ensure the on-going maintenance and repair of the Reimbursable Public Improvements is to be provided for by the Participant or other applicable public agency with jurisdiction over the Reimbursable Public Improvements, including without limitation, the City of Meridian, ACHD or ITD.
- (4) The Participant believes the applicable portion of the tax increment estimated to be generated from the Site is sufficient for the Agency to reimburse Participant for the cost of the Reimbursable Public Improvements before the expiration of the Agency's Plan. However, the Participant assume the full risk that the ninety percent (90%) of the annual net tax increment revenues generated by the Site during the remaining life of the Agency's Plan may not be sufficient to reimburse Participant. The term "annual net tax increment revenues" shall mean the remaining tax increment revenues generated annually from the Site calculated after any pass-through payments due to other taxing districts minus the 2016 baseline tax revenues. Agency is only obligated to make payments to Participant during the life of the Agency's Plan which expires December 31, 2036. If any amount of the Reimbursable Public Improvements remains unreimbursed to Participant upon the expiration of the Agency's Plan, then Participant shall not be owed and shall not be reimbursed for said unreimbursed costs. The Agency shall reimburse Participant in an amount equal to ninety percent (90%) of the annual net tax increment revenues generated from the Site until the cost of the Reimbursable Public Improvements are reimbursed to Participant, this Agreement is terminated, found to be legally invalid or expires as set forth herein, or the Agency Plan expires, whichever occurs first. Reimbursement payments

from the Agency to the Participant normally will occur two times per year based upon when the tax increment revenue payments from Ada County are received by the Agency. Reimbursement payments to Participant will only come from the specified portion of the annual tax increment revenues received by the Agency from Ada County and Participant will only be owed and paid from the ninety percent (90%) of the annual net tax increment revenues generated from the Site that Agency actually receives. The obligation of the Agency to reimburse Participant shall be specifically subordinate to any Agency debt obligations for the Project Area existing as of the effective date of this Agreement. Any debt obligations that are collateralized in whole or in part by the ninety percent (90%) share of the annual net tax increment revenues generated from the Site and which are incurred by the Agency following the effective date of this Agreement will be subordinate to Agency's obligation to reimburse the Participant from the ninety percent (90%) share of the annual net tax increment revenues generated by the Site as described in this Agreement. Nothing in this Agreement shall be interpreted as precluding or limiting the Agency's ability to incur debt collateralized by the Agency's ten percent (10%) share of the annual net tax increment revenues generated from the Site nor the Agency's ability to incur debt collateralized by tax increment revenues generated by other areas within the Project Area but outside the Site. Participant shall have no claim or right whatsoever to any of the Agency's other available revenues, assets or other funding sources outside of the ninety percent (90%) of the increased annual net tax increment revenues generated from the Site. The annual net tax increment revenues shall be calculated commencing with the annual net tax increment revenues received by the Agency for the year 2016 applicable to the Site and thereafter during the life of the Agency's Plan. Agency is not obligated or required to seek or use other available revenues or other funding sources for reimbursement to Participant.

- (5) The annual net increment reimbursement amounts shall be calculated and begin accumulation based on the increased value of the Site after January 1, 2016 as established by the Ada County Assessor. The reimbursement to Participant shall not be disbursed until the applicable annual net tax increment revenues are actually received by the Agency.
- (6) There shall be no penalty to Agency for early payment or reimbursement made to Participant for the costs of construction and possible financing of the Reimbursable Public Improvements.
- (7) It is mutually understood and agreed to by the Parties that the Participant shall not seek, and the Agency shall not pay Participant for equity-related returns or premiums for the costs of construction and possible financing of the Reimbursable Public Improvements.
- (8) AGENCY AND PARTICIPANT AGREE THAT THE PRIVATE DEVELOPMENT SHALL OCCUR OVER TIME AND AS PART OF A PHASED PROCESS. AGENCY'S OBLIGATIONS RUN ONLY TO PARTICIPANT (UNLESS AGENCY AGREES OTHERWISE OR AN ASSIGNMENT AS ALLOWED BY THIS AGREEMENT IS APPROVED BY THE AGENCY). THE AGENCY IS UNDER NO OBLIGATION TO GRANT ANY ADDITIONAL CONSIDERATION OR GREATER PARTICIPATION THAN SET FORTH HEREIN.

K. Improvement of the Site by Participant

1. Site Design

The Site currently consists primarily of vacant or underdeveloped property and is the location of the proposed Private Development. Participant agree the Private Development will be constructed as generally provided in Attachments 3 and 4, attached hereto and incorporated herein by reference, and in compliance with the information and terms contained in this Agreement, the Plan, the City Agreements and the City Conditions of Approval.

## 2. Private Development Plan

Participant agrees that the improvements described above and any additional development on the Site and the Private Development will be in full compliance with this Agreement, the Plan, City Agreements and the City Conditions of Approval. The Participant shall carry out the Private Development in compliance with those plans and designs submitted to the Agency and the City, as depicted in the Basic Concept Drawings and subject to the City Agreements and City Conditions of Approval. Prior to commencement of construction, to the extent components of the Private Development have not yet commenced construction, the Participant shall prepare a specific Private Development Plan. The Private Development Plan shall include those drawings, plans, and specifications then required by the City of Meridian Planning and Zoning Department and/or Building Department. The Private Development Plan is to be reviewed by the Agency in recognition of the status of the approval process by the City. For purposes of this Agreement, these drawings shall be referred to as "Basic Concept Drawings." The Parties acknowledge that Agency has generally accepted the Private Development and will be relying on the Participant and the City regarding the Basic Concept Drawings which are subject to compliance by the Participant with the Private Development Plan as approved by the Agency and in accordance with the City Agreements and City Conditions of Approval. Any subsequent modification of the Agency-approved Basic Concept Drawings, Private Development Plan, City Agreement or City Conditions of Approval shall require the further approval of the Agency.

### L. Cost of Private Development

The cost of the Private Development and construction of all improvements unrelated to the public's interest thereon and any public improvements not specifically addressed in this Agreement and/or not approved by the Agency shall be borne by the Participant and not the Agency. Only the cost of the Reimbursable Public Improvements is available for reimbursement by Agency pursuant to this Agreement.

M. Agency, City, and Other Governmental Agency Permits

Prior to the commencement of any construction (or any work related thereto) upon the Site and of any offsite improvements, the Participant shall, at the Participant's own expense, secure or cause to be secured any and all permits, licenses or approvals which may be required by the Agency, City, or any other governmental agency with authority over by such construction.

N. Scope and Schedule of Performance

The Participant shall make best efforts to begin and complete the Reimbursable Public Improvements, Private Development, and/or construction on the Site within the times specified in Attachments 3 and 4 to this Agreement.

O. Bodily Injury, Property Damage, and Worker's Compensation Insurance

No later than ten (10) business days following the execution of the Agreement by Agency, the Participant shall furnish or cause to be furnished to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$2,000,000 for any person, \$2,000,000 for any occurrence, and \$2,000,000 property damage, naming the Agency as an additional insured. The Participant shall maintain workers' compensation insurance as required by law and also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Participant and any contractor with whom they have contracted for the performance of work on the Reimbursable Public Improvements carries workers' compensation insurance as required by law. Upon request by the Agency, Participant shall furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that any contractor with whom Participant has contracted for the performance of work on the Site outside of the Reimbursable Public Improvements carries workers' compensation insurance as required by law.

P. Indemnification

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

- a. Any work done in, on, off, or about the Site, including the Agency Reimbursable Public Improvements, and/or work related to the Agency Reimbursable Public Improvements on and off the Site, including, without limitation, the construction of any and all buildings, facilities and improvements;
- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or area, or any part thereof, where the work by Participant is being performed;
- c. Any negligence on the part of Participant or any of their agents, consultants, contractors, subcontractors, servants, employees, subtenants, operators, licensees, guests or invitees;
- d. Any accident, injury, or damage to any person or property occurring in, on, about or enroute to or from the Site or area where the work by Participant is being performed or any part thereof, whether during construction or after construction; and/or
- e. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

Participant shall also indemnify and hold harmless and defend Agency and its officers, agents, consultants and employees from and against any and all claims or



causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Reimbursable Public Improvements by Agency (collectively referred to in this Section as “legality claim”). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Reimbursable Public Improvements is unlawful or invalid, the Agency shall have no further obligation or liability to reimburse or make payments to Participant for the costs associated with the Reimbursable Public Improvements and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Reimbursable Public Improvements is unlawful or invalid, then Participant, in Agency’s sole discretion, may be required to return any funds paid by Agency to Participant for the Reimbursable Public Improvements within ninety (90) days of written request from Agency to Participant.

If a legality claim is made, then Agency and Participant shall jointly defend against said claim. Participant has the discretion to hire their own legal counsel with Participant reimbursing the Agency for its reasonable fees and costs, including without limitation, attorney and expert witness fees and costs.

If a claim, other than a legality claim, is brought against Agency or its respective officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant’s expense, bear the cost and expense of defending Agency against such action or proceedings by counsel selected by Agency.

Q.     Rights of Access During Construction

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to,

the inspection of the work being performed in rehabilitating and/or constructing the improvements.

R. Antidiscrimination During Construction

The Participant, for themselves and their successors and assigns, agree that in the rehabilitation and/or construction of improvements on the Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin unless otherwise permitted by federal fair housing law.

S. Agreement to be Recorded Affecting Real Property

Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment 5 and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purposes of this Agreement. The Agency is authorized to record and shall record the Agreement to be Recorded Affecting Real Property after completion and acceptance by the Agency and other applicable agencies of the Reimbursable Public Improvements covered under this Agreement pertaining to the applicable portions of the Site.

The Parties shall also prepare and approve a Memorandum of Agreement as described in Section IV C of this Agreement. The Memorandum of Agreement shall be recorded within ten (10) days of the effective date of this Agreement.

T. City, ACHD, ITD and Other Approvals

ACHD and/or ITD retain jurisdiction over the public rights-of-way upon which a portion of the Reimbursable Public Improvements will be constructed and located. The City of Meridian also has oversight and design considerations over the public rights-of-way and the public improvements. Participant shall be responsible for obtaining the approval of City, ACHD and/or ITD (or other applicable agency as the case may be), for

the installation and construction of the Reimbursable Public Improvements. Participant shall keep Agency advised of the approval process of City, ACHD, ITD and any other applicable agencies and advise the Agency immediately, if any action of the aforementioned agencies shall affect the scope, schedule and/or purpose of the Agreement. The Reimbursable Public Improvements shall be designed, constructed, and installed in keeping with all applicable City, ACHD and/or ITD and other applicable agency standards.

U. Participant Financing

Participant is not eligible for and Agency shall not pay for any costs or financing costs or interest related to financing for the acquisition of the Site or any land upon which the Reimbursable Public Improvements are to be constructed. Participant is not eligible for and Agency shall not pay for the cost of any Private Development of the Site other than the Reimbursable Public Improvements. Agency shall only reimburse Participant for eligible reasonable actual costs of financing the construction costs of the Reimbursable Public Improvements as set forth in Attachment 4.

V. No Equity-Related Returns or Premiums

Participant is not eligible for and Agency shall not pay Participant for equity-related returns or premiums for the costs of the construction and possible financing of the Reimbursable Public Improvements.

W. Impacts on Agency Funding

It is the intention of the Parties that the Participant shall only be paid from the applicable portion of the annual net tax increment revenues, if any, which are paid to and received by the Agency as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the annual net tax increment revenues anticipated to be received by the Agency as a direct result of the Private Development and future Private Development to be constructed by the Participant on the Site are reduced, curtailed, or limited in any way, including without limitation, by enactments,

subsequent laws, initiative, referendum, delinquency, or judicial decree, the Agency shall have no obligation to pay the tax increment obligation to the Participant as described in this Agreement from other sources or monies which the Agency has or might hereinafter receive. Because of the limitations and unknowns associated with the funds available for reimbursement, no amortization schedule shall be prepared or used by the Parties. Rather, the Agency's obligation is to reimburse the Participant from the ninety percent (90%) of the annual net tax increment revenues received as described in this Agreement. The Agency's obligation to the Participant shall only be to pay above-described percentage of the amounts of annual net tax increment revenues received by the Agency, notwithstanding said amount may be reduced, curtailed, or limited in any way, and there shall be no interest or amounts added to the principal amount owed in the event the tax increment revenues are reduced, curtailed, or limited in any way.

## II. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

### A. Use of the Site

The Participant agrees and covenants to devote the Site to the uses specified in the Plan and to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect. This provision shall be included within the Agreement to be Recorded Against Real Property.

### B. Obligation to Refrain from Discrimination

The Participant covenants and agrees for themselves, their successors, their assigns, and every successor in interest to the Site or any part thereof that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, religion, sex, marital status, handicap, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Participant themselves or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to

the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site unless otherwise permitted by applicable federal fair housing laws. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

C. Form of Nondiscrimination and Nonsegregation Clause

The Participant shall refrain from restricting the rental, sale, or lease of the Site on the basis of race, age, color, creed, religion, sex, handicap, marital status, ancestry, or national origin of any person unless otherwise permitted by applicable federal fair housing laws. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, age, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed unless otherwise permitted by federal fair housing laws. The foregoing covenants shall run with the land."
2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through, him, that this lease is made and accepted upon and subject to the following conditions:

"That, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, age, religion, handicap, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased unless otherwise permitted by federal fair housing laws.”

3. In contracts: “Unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land unless otherwise permitted by federal fair housing laws.”

D. Effect and Duration of Covenants

The covenants contained in Section II A of this Agreement shall remain in effect until December 31, 2036 (the termination date of the Plan). The covenants against discrimination contained in Sections II B and II C of this Agreement shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site or any part thereof, and the tenants, lessees, sublessees, and occupants of the Site, for the benefit of and in favor of the Agency, its successors and assigns, the City, and any successor in interest thereto.

E. Local, State and Federal Laws

The Participant shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

F. Taxes

1. Taxes Generally

The Participant and/or owner(s) of the Site or any portions thereof shall pay when due all applicable real estate and personal property taxes and assessments assessed and levied on the Site or their respective portions thereof. This provision or covenant

shall run with the land and be binding upon Participant' successors and the successors of the owner(s) of the Site or portions thereof. Except as set forth below, nothing herein contained shall be deemed to prohibit the Participant from contesting the validity or amount of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale. Participant and Agency agree to cooperate in the submittal of information to the Ada County Assessor to aid in the assessment process of the Site.

Participant and Agency acknowledge that certain third parties such as tenants, subtenants, and other end users may not be contractually obligated to either the Participant or the Agency to submit information to the Ada County Assessor upon which a tax assessment (including real property, building improvements, personal property, and utility property) can be determined. In order to assist in the process, however, Participant agrees to provide the Agency upon request on an annual basis, due no later than June 1 of each year, a list of the owners, tenants, persons, or entities to which Participant disposed of, conveyed, or that has any interest in the Site from the previous year. Agency shall be allowed to use the information to assist in the assessment process or other public purpose Agency deems appropriate.

In the event Participant fails to submit such information, Agency shall invoke any remedy set forth within this Agreement.

## 2. Delinquent Taxes

Participant recognizes the Agency has little or no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of the Agency to fully satisfy its obligations to the Participant under this Agreement is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient annual net tax increment revenues generated by the Site are received by the Agency because of reductions of the tax levy rates or assessed values being less than assumed by Agency and Participant or in the event of any tax delinquency by any owner of parcels

within the Site or by any tenant related to personal property, Participant must elect to either pay the delinquent taxes or receive less reimbursement from the Agency.

### 3. Covenants

These covenants shall also be included within the Agreement to be Recorded Affecting Real Property.

G. [Reserved]

H. No Encumbrances Except Mortgages, Deeds of Trust, Sales and Leasebacks, or Other Financing for Development

Mortgages, deeds of trust, sales and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted for the Site, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Site, the construction of improvements on the Site, and any other expenditures necessary and appropriate to develop the Site under this Agreement. The Participant shall notify the Agency in advance of any mortgage, deed of trust, sale and leaseback, or other form of conveyance for financing if the Participant proposes to enter into the same before completion and acceptance of any of the Reimbursable Public Improvements and such financing is used for the Reimbursable Public Improvements. The Participant shall not enter into any such conveyance for financing without the prior notice to the Agency. The Participant shall promptly notify the Agency of any mortgage, deed of trust, sale and leaseback, or other financing conveyance, encumbrance, or lien that has been created or attached thereto prior to completion of the construction of the improvements and development on the Site whether by voluntary act of the Participant or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction, and land development.

The requirements set forth herein shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict



the sale or lease of any building, lot, or structure when said improvements and/or development are completed or conveyance of lots are allowed or to prohibit or restrict the preleasing of any part or parts of a structure or lot so long as the lessee shall obtain no rights under this Agreement.

In the absence of specific written agreement by the Agency, no such transfer, assignment, or approval by the Agency shall be deemed to relieve the Participant or any other party from any obligations under this Agreement.

Notwithstanding any provision to the contrary, any mortgage, deed of trust, sale and leaseback or other financing mechanism shall not attach to any of the Reimbursable Public Improvements or any public property, easement, or right-of-way associated with the Site. Agency reserves the right to waive, in writing, this provision. Additionally, to the extent such lien shall have attached prior to completion of construction, upon completion, Participant shall obtain timely and appropriate releases of such liens.

I. Notice of Default to Mortgage, Deed of Trust, or Other Security Interest Holder; Right to Cure

Whenever the Agency shall deliver any notice or demand to the Participant with respect to any breach or default by the Participant in the rehabilitation and construction and/or completion of the Private Development, the Agency shall at the same time deliver to each holder of record of any mortgage, deed of trust, or other security interest authorized by this Agreement (who Agency is aware of and who has previously made a request therefore) a copy of such notice or demand. Each such holder, insofar as the rights of the Agency are concerned, has the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the rehabilitation and/or construction of the improvements, or the completion thereof (beyond the extent necessary to conserve or protect the improvements or rehabilitation and/or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written

agreement satisfactory to the Agency. The holder in that event must agree to complete, in the manner provided in this Agreement, the rehabilitation and/or construction of the improvements to which the lien or title of such holder relates and submit evidence satisfactory to the Agency that it has the qualifications and financial responsibility necessary to perform such obligations.

### III. DEFAULTS, REMEDIES, AND TERMINATION

#### A. Defaults in General

Subject to any approved extensions of time as set forth in this Agreement, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The Party claiming default shall give written notice of default to the party in default specifying the default complained of, and the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice; said thirty (30) days constitutes the period to cure any default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert, or enforce any such rights or remedies. The time to cure a default shall not commence until notice is provided.

It is expressly understood and agreed that each of the covenants, promises, stipulations and agreements of the Parties hereto and under the provisions of this Agreement, the Plan, City Agreements and City Conditions of Approval are made to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. It is further understood and agreed that the failure, refusal, or neglect for any reason whatsoever of either party to perform any of

the covenants, promises, stipulations, or agreements to be performed by that Party pursuant to the terms and provisions of this Agreement, the Plan, City Agreements or the City Conditions of Approval shall constitute a material default on the part of that Party giving to the other party the right to exercise each and every of its remedies reserved in or under or otherwise the right to enforce this Agreement, the Plan, City Agreements and the City Conditions of Approval in accordance with the provisions of this article and other provisions relating to default in either this Agreement, the Plan, City Agreements or the City Conditions of Approval. Any reference to default or act of default under the provisions of the Plan, City Agreements or City Conditions of Approval shall be deemed to be a corresponding and simultaneous default under this Agreement. The City Agreements and/or City Conditions of Approval may take the form of a formal approval letter, agreement or decision with several conditions of approval and references to established City standards.

B. Legal Actions

In addition to any other rights or remedies, any party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court of the County of Ada, State of Idaho, in any other appropriate court in that county, or in the United States District Court for the District of Idaho. The nondefaulting party may also, at their option, cure the default and collect the attorney fees and costs incurred by virtue of curing or correcting the party's breach. Further, the nondefaulting party may pursue an action to require the defaulting party to specifically perform the terms and conditions of this Agreement. The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

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

times, of any other rights or remedies for the same default or any other default by the other party. The Agency rights and remedies retained by the Agency shall include without limitation: an action for specific performance, damages or other equitable remedy and withholding payment of its funds then due under this Agreement.

D. Damages

If the Agency or the Participant defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall provide written notice of such default to the defaulting party. If the default is not cured within thirty (30) days after providing notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. Specific Performance

If the Agency or the Participant defaults under any of the provisions of this Agreement, the nondefaulting party shall provide written notice of such default to the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of providing the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Agreement or for other equitable relief. In addition, if, in the reasonable judgment of the Agency based upon the Agency's review of the construction plans and drawings submitted to it by the Participant and upon the Agency's physical inspection of the Private Development and/or Reimbursable Public Improvements, the Agency determines at any time prior to the completion and acceptance by Agency, that the construction work on the Private Development and/or Reimbursable Public Improvements deviates substantially and materially from the specifications set forth in such plans and drawings (other than such deviations as shall have been previously approved by the Agency), the Agency shall provide written notice of such deviation to the Participant. If the Participant does not cure such deviation within thirty (30) days of providing such notice, the Agency, at the Agency's option, may institute an action for

specific performance compelling the Participant to correct such deviation or for other equitable relief. Agency is not obligated to review and point out any such deviations.

F. Termination by the Participant

In the event that prior to completion of the construction of the Private Development and Reimbursable Public Improvements and acceptance thereof by the Agency:

- a. the Participant notifies the Agency in writing that, in the Participant's judgment, it is not economically or financially feasible for the Participant to perform or finance their obligations; or
- b. the Participant, after and despite diligent effort, is unable to proceed with the Private Development,

then this Agreement, at the option of the Participant, may be terminated by written notice thereof to the Agency. Upon such termination, neither the Agency nor the Participant shall have any further rights against or liability to the other under this Agreement.

G. Termination by Agency

In the event that:

- a. the Participant is in breach or default with respect to any obligation of the Participant under this Agreement subject to the cure provisions set forth in of this Agreement; or
- b. the Participant shall have advised the Agency of their inability to obtain financing or funding, as described in Section III F of this Agreement; or
- c. the Participant fail to timely commence or complete construction of any of the Private Development or Reimbursable Public Improvements,

then this Agreement and any rights of the Participant, or any assignee or transferee in this Agreement thereto or arising therefrom with respect to the Agency, may, at the

option of Agency, be terminated by the Agency by written notice thereof to the Participant. Upon such termination, neither the Agency nor the Participant shall have any further rights against or liability to the other under this Agreement except as to those Reimbursable Public Improvements that have been completed and accepted by the Agency.

#### IV. GENERAL PROVISIONS

##### A. Notices, Demands, and Communications Between the Parties

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

##### B. Nonliability of Agency Officials and Employees

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

##### C. Memorandum of Agreement and Recording

It is agreed by both the Agency and the Participant that, in lieu of the entire Agreement, a memorandum or short form of this Agreement shall be prepared and be recorded in the records of Ada County, Idaho in the form attached hereto as Attachment 6. All covenants and conditions set forth herein shall be appurtenant and shall run with the land and shall be binding upon Participant' heirs, successors, and assigns.

Upon the completion of the Private Development on the Site and applicable acceptance thereof by the appropriate agency, then any and all duties, obligations, or

undertakings of the Participant would pass to and be assumed by any successor in interest to the Participant to the extent any successor receives, takes or assumes Participant's ownership and/or interest in all or any portion of the Site. The specific covenants which shall remain after issuance of the Certificate of Completion shall be described in the Agreement to be Recorded Affecting Real Property.

D. Attorney Fees and Costs

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

E. Severability

The provisions in this Agreement are severable. Should any one or more of the provisions of this Agreement for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings

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

G. Counterparts

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

#### H. Dispute Resolution

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

#### I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Agency shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and Participant.



J. Inspection of Books and Records

The Agency has the right, upon not less than seventy-two (72) hour notice, at all reasonable times, to inspect the books and records of the Participant pertaining to the Private Development and Reimbursable Public Improvements.

The Participant also have the right, upon not less than seventy-two (72) hour notice, at all reasonable times, to inspect the books and records of the Agency pertaining to the Site as pertinent to the purposes of this Agreement.

K. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

L. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

M. No Third-Party Beneficiary

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

N. Good Faith and Cooperation

It is agreed by Agency and Participant that it is in their mutual best interests and in the best interests of the public that the Private Development be developed as herein agreed, and, to that end, the Parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

V. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by mutual written agreement of the Parties hereto.

VI. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the Agency and Participant.

VII. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

**AGENCY**

Date: \_\_\_\_\_

MERIDIAN DEVELOPMENT CORPORATION

By \_\_\_\_\_  
Jim Escobar, Chairman

Attest \_\_\_\_\_  
MDC Secretary

## PARTICIPANT

Date: \_\_\_\_\_

SCS BRIGHTON, LLC

By \_\_\_\_\_

\_\_\_\_\_;

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public in and for said county and state, personally appeared Jeff Kunz known or identified to me to be the Chairman of the Meridian Development Corporation, a public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public in and for said county and state, personally appeared Dave Winder, known or identified to me to be the Secretary of the Meridian development Corporation, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_ known or identified to me to be the authorized \_\_\_\_\_ of SCS BRIGHTON, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **Attachment 1 – Map of Site and Brighton Project Area**

## **Attachment 2 – Legal Descriptions**

### **Attachment 3 – Scope and Schedule of Development**

## General Development

The development of the Private Development upon the Site shall be in acceptable conformity with the Agency's Plan, all applicable City building, zoning, design review approval and subdivision ordinances and the City Conditions of Approval. The Agency and the Participant will cooperate and direct their consultants to cooperate so as to ensure the continuity and coordination vitally necessary for the proper and timely completion of the Private Development to be constructed on the Site.

All improvements constructed by the Participant shall be constructed substantially in accordance with this Scope and Schedule of Development, Plan, City Agreements, City Conditions of Approval, with plans and drawings which have been submitted to the City, ACHD, ITD, other applicable agencies and the Agency. Plans and drawings are to be submitted to the Agency for review and approval concurrent with submission to the City, ACHD, ITD or other applicable agency as they are to be reviewed and approved by the Agency in accordance with this Agreement. The Participant shall also provide the Agency with the plans and the specifications of the Reimbursable Public Improvements for review and approval at the same time they are submitted to the applicable agency. Agency may defer to and concur with the City approval process and the results thereof.

Any development or construction not in substantial accordance with this Scope and Schedule of Development shall require the approval of the Agency.

Generally, the Private Development consists of a mix of commercial, retail, office, residential and hotel uses.

Participant shall complete the Reimbursable Public Improvements located within and applicable to the Edgewood Crossing portion of the Site by \_\_\_\_\_, 20\_\_\_. The Parties agree that a mandatory schedule for the completion of the Private Development, other than the Reimbursable Public Improvements, is not necessary as it is in the Participant's best interest to complete said Private Development as quickly as reasonably possible. Therefore, the preceding Scope and Schedule of Development provides mandatory completion dates for the Reimbursable Public Improvements and only completion goals for the portion of the Private Development that does not include the Reimbursable Public Improvements. Nevertheless, completion of the Private Development that does not include the Reimbursable Public Improvements shall not be unreasonably delayed. Once construction has commenced, the Participant shall proceed diligently and continuously, subject to all of the terms and conditions of this Agreement, with the construction and completion of the Private Development and the Reimbursable Public Improvements. Construction shall be continued diligently until completed on or before the times set forth herein.



**Attachment 4 – Reimbursable Public Improvements**  
**REIMBURSABLE PUBLIC IMPROVEMENTS**

Generally, the objective of the funding of the Reimbursable Public Improvements is to fund those activities, which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law, the Idaho Economic Development Act and the Plan. The extent and amount of such activities and funding by the Agency shall be determined as each phase of each project within the Site is constructed, completed and accepted in whole or in part. Such determination will be based upon the eligibility of those public improvements under the statutes and Plan described in this Agreement and the reasonable expenses of those Reimbursable Improvements. The Agency and Participant shall review such improvements and Agency shall provide a written record of its determination. The costs eligible for reimbursement may include the reasonable actual costs incurred by Participant if the Participant elects to finance any of the costs of construction of the Reimbursable Public Improvements. However, no additional amounts of above said costs nor any return on investment for Participant shall be eligible for reimbursement and in no event shall the total of said financing costs to be reimbursed for all of the Reimbursable Public Improvements exceed \_\_\_\_\_dollars (\$\_\_\_\_\_.00). The improvements identified for funding and their estimated cost estimates for reimbursement are as follows:

<u>DESCRIPTION OF IMPROVEMENTS</u>	<u>AMOUNT OF IMPROVEMENTS</u>
------------------------------------	-------------------------------

**Estimated Possible Financing Costs** \$ \_\_\_\_\_

**Total Estimated Agency Funded Public Improvements** \$ \_\_\_\_\_

Time and Terms of Annual Net Tax Increment Reimbursement Payments

For any reimbursements to which the Participant are entitled, the applicable portion of the payments received each year by the Agency from the ad valorem taxes paid by taxpayers to the Ada County Treasurer from the Private Development on the Site shall be paid to the Participant after the completion of the Reimbursable Public Improvements, verification of the costs of the Reimbursable Public Improvements, and acceptance thereof by City, ACHD, ITD and the Agency as applicable. The Agency anticipates receipt of these funds in late February and late July of each year from the ad valorem taxes paid by property owners each year. Reimbursement payments by Agency to Participant for Reimbursable Public Improvements shall only be made to Participant.

The Local Economic Development Act, as amended, provides that the Agency will be paid tax increment funds contingent on the amount of assessed value of the applicable property as determined by the Ada County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. The Agency is not a guarantor of the assessment determination made by Ada County Assessor or the collection of the tax increment by Ada County.

The tax increment revenues resulting from the incremental increase in assessed value of the Site as a result of the construction of the Private Development on the Site by the Participant (as determined from the assessment records of the Ada County Assessor and the payment records of the Ada County Treasurer) or the applicable portion thereof shall be used to reimburse the Participant if and only as they are paid to the Agency by Ada County, the entity which has the legal responsibility to collect property taxes.

In accordance with the terms of this Agreement, the Agency agrees to make reimbursement payments from the applicable portion of the annual net tax increment revenues generated from the Site as said funds are received, commencing from the first date the Agency receives tax increment monies from each project area in the Site for the period applicable to the completion of the respective phase of the Private Development in that project area within the Site or until the Revitalization expires or is terminated or if this Agreement is determined to be legally invalid as set forth in this Agreement, whichever occurs first. The Agency shall have no obligation to make payments to the Participant for taxes collected and paid to the Agency beyond the term of this Agreement.

As set forth in Section 1. J. of this Agreement, the reimbursement payments to the Participant are secured solely by a pledge of the Agency of ninety percent (90%) of the annual net tax increment revenues generated by the Private Development that is constructed on the Site by the Participant, and the Participant shall have no other recourse to the Agency or the City and no recourse whatsoever to any other party for payment. Agency shall make the applicable payments to Participant within thirty (30) days of receipt of the funds and the necessary documentation from Participant and upon Participant's compliance with the terms of this Agreement.

There shall be no penalty to Agency for early payment or reimbursement made to Participant of the costs of the Reimbursable Public Improvements.

**Attachment 5**  
**Agreement to Be Recorded Affecting Real Property – One for Each of the three**  
**properties in the Site**

RECORDED AT THE REQUEST OF:

The Urban Renewal Agency of the City of Meridian,  
also known as the Meridian Development Corporation, and  
SCS Brighton, LLC.

WHEN RECORDED, RETURN TO:

The Meridian Development Corporation, and SCS Brighton, LLC.

TEN MILE ROAD URBAN RENEWAL PLAN  
MERIDIAN, IDAHO

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by and between the MERIDIAN DEVELOPMENT CORPORATION, the Urban Renewal  
Agency for the City of Meridian, a public body, corporate and politic (hereinafter referred to as  
the “Agency”), and SCS Brighton, LLC. (hereinafter referred to as the “Participant”), with  
reference to the following:

A. The Participant is the present owner of certain real property (the “Site”) located in  
the City of Meridian, County of Ada, State of Idaho, legally described in the attached Exhibit A.

B. The Site is within the Ten Mile Road Urban Renewal Plan Project Area (the  
“Project”) in the City of Meridian and is subject to the provisions of the Ten Mile Road Urban  
Renewal Plan (the “Plan”), adopted by the City Council of the City of Meridian. The Plan, as it  
now exists and as it may be subsequently amended, is incorporated herein by reference and made  
a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency’s request is conclusive evidence  
that the Participant has rehabilitated and/or constructed the Reimbursable Public Improvements  
on the Site and have otherwise developed the Site in accordance with the Plan and pursuant to  
the terms and provisions of a certain “Owner Participation Agreement” entered into between the  
Agency and the Participant on \_\_\_\_\_, 2016 (hereinafter “Owner Participation  
Agreement”).

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. The Agency hereby acknowledges that the Participant, upon execution of this Agreement, intends to rehabilitate and prior to recording of this Agreement has rehabilitated and/or constructed the Reimbursable Public Improvements on the Site as noted in and pursuant to the Owner Participation Agreement and in accordance with the Plan.

2. The Participant, on behalf of themselves and their successors, assigns, and each successor in interest to the Site or any part thereof, hereby covenants and agrees as follows:

- a. The Participant agrees to use, devote, and maintain the Site and each part thereof for the purposes and uses specified in the Plan.
- b. The Participant or the City, ITD, ACHD or other responsible agency, as applicable and as may be agreed upon, will maintain the improvements and landscaping on the Site and the landscaping associated with the Reimbursable Public Improvements in a clean and orderly condition and in good condition and repair and to keep the Site free from any accumulation of debris and waste materials. Agency shall not be responsible for any costs of operation and maintenance of the Reimbursable Public Improvements and the associated landscaping or other improvements.
- c. The Participant agrees that Section II Subsections A. through I. (inclusive) of the Owner Participation Agreement; Section III C. of the Owner Participation Agreement; and Attachment 3, Scope and Schedule of Development, relating to the reimbursement and payment by the Agency, and maintenance of the Reimbursable Public Improvements of the Owner Participation Agreement shall remain valid and effective following expiration of the Owner Participation Agreement;
- d. Unless otherwise permitted by federal fair housing laws, the Participant agrees not to discriminate upon the basis of age, race, color, creed, religion, sex, disability, marital status, ancestry or national origin in the sale, lease, sublease, transfer, or rental or in the use, occupancy, tenure, or enjoyment of the Site or any improvements thereon. Each and every deed, lease, and contract entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
  - (1) In deeds: “The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on

account of age, race, color, creed, religion, sex, disability, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land unless otherwise permitted by federal fair housing laws.”

- (2) In leases: “The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that this lease is made and accepted upon and subject to the following conditions:

“That, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased unless otherwise permitted by federal fair housing laws.”

- (3) In contracts: “Unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land unless otherwise permitted by federal fair housing laws.”

3. Unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall the Agency or Participant or any person claiming under or through them establish or permit any

such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any part thereof unless otherwise permitted by federal fair housing laws.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit of and in favor of the Agency, its successors and assigns. The covenants contained in Sections 2a and 2c of this Agreement shall remain in effect until December 31, 2036 (the termination date of the Plan). The covenants against discrimination (contained in Sections 2d and 3) shall remain in effect in perpetuity as of the date first above written. The covenants contained in Section 2b of this Agreement shall remain in effect for twenty (20) years from the completion of the Reimbursable Public Improvements.

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

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Secretary

SCS BRIGHTON, LLC "PARTICIPANT"

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF IDAHO                     )  
  ) ss.  
County of Ada                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_,  
the undersigned notary public in and for said state, personally appeared  
\_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of  
SCS BRIGHTON, LLC, the \_\_\_\_\_ that executed the within  
instrument, and acknowledged to me that he/she executed the same on behalf of SCS  
BRIGHTON, LLC, for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF IDAHO                     )  
  ) ss.  
County of Ada                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the  
undersigned notary public in and for said state, personally appeared \_\_\_\_\_,  
known or identified to me to be the \_\_\_\_\_ of the MERIDIAN  
DEVELOPMENT CORPORATION the public body, corporate and politic, that executed the  
within instrument, and acknowledged to me that he/she executed the same on behalf of  
MERIDIAN DEVELOPMENT CORPORATION for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_



Exhibit A

Legal Description of the Site

[Exhibit A to Agreement to be inserted.]

**Attachment 6**  
**Memorandum of Agreement**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Borton-Lakey Law  
Attn: Todd M. Lakey  
141 E. Carlton Ave.  
Meridian, Idaho 83642

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(Space Above for Recorder's Use)

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**MEMORANDUM OF OWNER PARTICIPATION AGREEMENT**

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This MEMORANDUM OF OWNER PARTICIPATION AGREEMENT (this "**Memorandum**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "**Effective Date**"), by and between the MERIDIAN DEVELOPMENT CORPORATION, a public body corporate and politic, formed under the urban renewal laws of the state of Idaho ("Agency") and SCS BRIGHTON, LLC ("Participant"). Agency and Participant may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. WHEREAS, Agency and Participant entered into that certain Owner Participation Agreement, of even date herewith (the "**Agreement**"), relating to the development of certain properties owned or controlled by Participant located in the City of Meridian, Ada County and more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Site"). The Parties agreed that Participant would construct certain public improvements on the Site and be reimbursed by the Agency for the cost of those improvements in accordance with the Agreement and that the construction of the improvements and the development and future use of the Site would be in accordance with the Agreement and the Agency's Plan. The Agreement is expressly incorporated herein by reference and made a part hereof as though fully set forth herein.

B. WHEREAS, by this Memorandum, the Parties desire to provide public notice of the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Ada County, State of Idaho, in lieu of recording the entire Agreement.

2. Term. The term of the Agreement shall commence on the effective date of the Agreement and shall continue until December 31, 2036, as set forth more fully in the Agreement. A copy of the Agreement may be obtained from the Meridian Development Corporation.

3. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

4. Captions and Capitalized Terms. Caption headings are inserted herein only as a matter of convenience of reference, and in no way serve to define, limit or describe the scope of intent of, or in any way affect this Memorandum. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Owner Participation Agreement as of the date set forth above.

**AGENCY:**

Meridian Development Corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

**PARTICIPANT**

SCS Brighton, LLC.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_ known or identified to me to be the authorized \_\_\_\_\_ of SCS Brighton, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_, the undersigned notary public in and for said state, personally appeared Jim Escobar, known or identified to me to be the Chairman of the Meridian Development Corporation the public body, corporate and politic, that executed the within instrument, and acknowledged to me that he executed the same on behalf of the Meridian development Corporation for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF IDAHO            )  
                                      ) ss.  
County of Ada             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
the undersigned notary public in and for said state, personally appeared Dave Winder,  
known or identified to me to be the Secretary of the Meridian Development Corporation  
the public body, corporate and politic, that executed the within instrument, and  
acknowledged to me that he executed the same on behalf of the Meridian Development  
Corporation for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Site**

**Attachment 7**  
**Existing Approvals and Agreements with the City of Meridian**



The Pacific Companies  
Projects Within Eagle Urban Renewal Agency East End Planning Area  
Estimated Eagle Urban Renewal Agency Tax Revenues by Project/Year  
Rev. December 30, 2015 (OPA)

<i>Development Program</i>	<i>Estimated Assessed Value*</i>	<i>Estimated Total Property Taxes</i>	<i>Eagle URA Annual Tax Revenues**</i>	<i>Build-Out &amp; Eagle URA Tax Delivery Schedule</i>																
<i>Project / Parcel Description</i>		<i>1.150%</i>	<i>1.041%</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>2030</i>	<i>2031</i>
<b>Commercial Uses</b>																				
<b>Edgewood Crossing</b>																				
Pad 1 - ETC Phase 1	\$ 6,486,115	\$ 74,590	\$ 67,520	\$ 28,107	\$ 39,413	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520	\$ 67,520
Pad 2A - TBD	\$ -																			
Pad 2B - Hotel	\$ 7,452,936	\$ 85,709	\$ 77,585				\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585	\$ 77,585
Pad 2C - Retail	\$ 1,109,840	\$ 12,763	\$ 11,553				\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553	\$ 11,553
Pad 3 - Restaurant/Dr Thru	\$ 1,767,780	\$ 20,329	\$ 18,403		\$ 9,201	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403	\$ 18,403
Pad 4 - Retail	\$ 1,113,568	\$ 12,806	\$ 11,592		\$ 5,796	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592	\$ 11,592
Pad 5 - n/a	\$ -																			
Pad 6 - Retail	\$ 1,218,740	\$ 14,016	\$ 12,687			\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687	\$ 12,687
Pad 7 - Office	\$ 1,289,305	\$ 14,827	\$ 13,422			\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422	\$ 13,422
Pad 8 - Office	\$ 567,712	\$ 6,529	\$ 5,910				\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910	\$ 5,910
Subtotals	\$ 21,005,996	\$ 241,569	\$ 218,672	\$ 28,107	\$ 54,411	\$ 123,624	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672	\$ 218,672
<b>East End Marketplace</b>																				
Pad A - Grocer	\$ 3,300,252	\$ 37,953	\$ 34,356			\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356	\$ 34,356
Pad B - Restaurant/Dr Thru	\$ 1,053,800	\$ 12,119	\$ 10,970			\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970	\$ 10,970
Pad C - Restaurant/Dr Thru	\$ 871,188	\$ 10,019	\$ 9,069			\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069	\$ 9,069
Pad D - Retail	\$ 4,342,320	\$ 49,937	\$ 45,204				\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204	\$ 45,204
Pad E - Retail	\$ 595,092	\$ 6,844	\$ 6,195				\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195	\$ 6,195
Pad F - Retail	\$ 588,954	\$ 6,773	\$ 6,131				\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131	\$ 6,131
Pad G - Restaurant	\$ 685,580	\$ 7,884	\$ 7,137					\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137
Pad H - Restaurant	\$ 685,580	\$ 7,884	\$ 7,137					\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137	\$ 7,137
Pad I - Retail	\$ 444,752	\$ 5,115	\$ 4,630			\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630
Pad J - Retail	\$ 567,584	\$ 6,527	\$ 5,909			\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909	\$ 5,909
Pad K - Restaurant/Dr Thru	\$ 575,312	\$ 6,616	\$ 5,989				\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989	\$ 5,989
Pad L - Restaurant	\$ 726,032	\$ 8,349	\$ 7,558				\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558	\$ 7,558
Pad M - Bank	\$ 1,294,688	\$ 14,889	\$ 13,478				\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478	\$ 13,478
Pad N - Restaurant/Dr Thru	\$ 1,116,654	\$ 12,842	\$ 11,624					\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624	\$ 11,624
Subtotals	\$ 16,847,788	\$ 193,750	\$ 175,385	\$ -	\$ -	\$ 64,933	\$ 91,958	\$ 161,112	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385	\$ 175,385
<b>The Lakes</b>																				
Total Approx. Commercial	\$ 9,332,685	\$ 107,326	\$ 97,153				\$ 19,431	\$ 38,861	\$ 58,292	\$ 77,723	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153
Subtotals	\$ 9,332,685	\$ 107,326	\$ 97,153	\$ -	\$ -	\$ -	\$ 19,431	\$ 38,861	\$ 58,292	\$ 77,723	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153	\$ 97,153
<b>Residential Uses (Apartments)</b>																				
<b>East End Marketplace</b>																				
Senior Apartments	\$ 4,396,896	\$ 50,564	\$ 45,772			\$ 22,886	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772
Subtotals	\$ 4,396,896	\$ 50,564	\$ 45,772	\$ -	\$ -	\$ 22,886	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772	\$ 45,772
<b>Eagle Lakes</b>																				
Apartments - Ph 1 - 150 Units	\$ 14,619,600	\$ 168,125	\$ 152,190			\$ 76,095	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190	\$ 152,190
Apartments - Ph 2 - 120 Units	\$ 11,695,680	\$ 134,500	\$ 121,752							\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752	\$ 121,752
Subtotals	\$ 26,315,280	\$ 302,626	\$ 273,942	\$ -	\$ -	\$ 76,095	\$ 152,190	\$ 152,190	\$ 152,190	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942	\$ 273,942
<b>Residential Uses (Single Family Detached)</b>																				
<b>Eagle Lakes</b>																				
Single Family Lots	\$ 21,522,000	\$ 247,503	\$ 224,044			\$ 22,404	\$ 67,213	\$ 112,022	\$ 156,831	\$ 201,640	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044
Subtotals	\$ 21,522,000	\$ 247,503	\$ 224,044	\$ -	\$ -	\$ 22,404	\$ 67,213	\$ 112,022	\$ 156,831	\$ 201,640	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044	\$ 224,044
Totals	\$ 99,420,645	\$ 1,143,337	\$ 1,034,969	\$ 28,107	\$ 54,411	\$ 309,942	\$ 595,236	\$ 728,629	\$ 807,142	\$ 993,134	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969

\* Base assessed values are minimal and considered negligible for this estimation  
\*\* Assuming District No. 103 (Eagle Inside City with Sewer) Levy Rate 0.008491612 Plus Dist No. 106 (Eagle Fire) Levy Rate 0.001922988

The Pacific Companies  
Projects Within Eagle Urban Renewal Agency East End Planning Area  
Estimated Revenues and Expenses by Project/Year  
Rev. December 30, 2015 (OPA)

Revenue Summary	Estimated Assessed Value*	Estimated Total Property Taxes	Eagle URA Annual Tax Revenues**	Build-Out & Eagle URA Tax Delivery Schedule																
		1.150%	1.041%	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Totals	\$ 99,420,645	\$ 1,143,337	\$ 1,034,969	\$ 28,107	\$ 54,411	\$ 309,942	\$ 595,236	\$ 728,629	\$ 807,142	\$ 993,134	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969
Expense Summary			Estimated Public Improvements	Improvement Build-Out Schedule																
Project / Description																				
Edgewood Crossing																				
Riverside Drive Extension (TPC Share Only)			\$ 134,000	\$ 134,000																
Subtotals			\$ 134,000	\$ 134,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
East End Marketplace																				
Hwy 44 Overhead Power Relocate to Underground			\$ 130,000	\$ 130,000																
Hwy 44 Eagle Downtown Directional Signage			\$ 10,000	\$ 10,000																
Old State Street Improvements			\$ 222,000	\$ 222,000																
Edgewood Way Improvements			\$ 103,000	\$ 103,000																
McGrath Road Re-Alignment Improvements			\$ 110,000	\$ 110,000																
Other			\$ -																	
Subtotals			\$ 575,000	\$ -	\$ 575,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eagle Lakes																				
Riverside Drive Extension Improvements			\$ 589,000	\$ 589,000																
Other			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotals			\$ 589,000	\$ -	\$ 589,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Possible Financing Cost***			\$ 50,000	\$ 50,000																
Totals			\$ 1,348,000	\$ 134,000	\$ 1,214,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TPC Reimbursement (75% of URA Revenues up to Actual Costs)				\$ 21,080	\$ 40,808	\$ 232,457	\$ 446,427	\$ 546,472	\$ 60,756	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TPC Outstanding Balance of Actual Costs				\$ (112,920)	\$ (1,286,112)	\$ (1,053,655)	\$ (607,228)	\$ (60,756)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eagle URA Share				\$ 7,027	\$ 13,603	\$ 77,486	\$ 148,809	\$ 182,157	\$ 746,386	\$ 993,134	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969	\$ 1,034,969

\* Base assessed values are minimal and considered negligible for this estimation  
\*\* Assuming District No. 103 (Eagle Inside City with Sewer) Levy Rate 0.008491612 Plus Dist. No. 106 (Eagle Fire) Levy Rate 0.001922988  
\*\*\* Estimated Possible Financing Cost at 5% of total construction costs, not to exceed \$50,000

## Gallatin Public Affairs

### Meridian Development Corporation Communications Tactics Outline

**Objective:** Help grow individuals understanding of MDC and in turn encourage private investment into the urban renewal districts

**Target Audience:**

- Developers/ businesses
- Elected officials (Meridian City Council Members, Idaho Legislators)
- Meridian families

**Tactics:**

**Quarterly Newsletter:**

Help tell the stories of the Meridian Development Corporation through a quarterly newsletter distributed through MailChimp. Distributing the newsletter through email allows for it to reach a larger audience, be shared online and helps keep production costs significantly lower. MailChimp also provides analytics into who is reading the newsletter, how many times they open it and what links they click on among other information. This data will help us continue to customize the content so our message resonates with our target audiences. Each newsletter will include the same three sections:

- Feature Story (showcasing great work & accomplishments of MDC)
- Meridian business profile
- Calendar of events

The newsletter will be distributed the third Wednesday of each quarter. To amplify the impact of the newsletter, the stories in it will be posted on MDC's blog and shared on the organization's social media channels.

**Cost:** \$7,000

**Communications Materials and Toolkit:**

In order to help the arm Meridian Development Corporation with the materials it needs for successful meetings with business and community leaders, Gallatin will develop a suite of communication materials that can be tailored for the situation. Gallatin will design a folder that tells the story of MDC and series of up to 10 one-pagers. Each one-pager will highlight MDC success stories, current opportunities or future plans. Gallatin will interview business owners for this project and work closely with MDC to determine the correct information to highlight. The cost reflected below includes content production and design but does not include printing and production costs.

**Cost:** \$10,000

**Oregon**

920 SW Sixth Avenue, Suite 250  
Portland, Oregon 97204  
503.220.0780

**Washington**

240 Second Avenue S, Suite 400  
Seattle, Washington 98104  
206.443.8846

103 E Indiana Avenue, Suite B  
Spokane, Washington 99207  
509.624.7655

**Idaho**

702 W Idaho Street, Suite 700  
Boise, Idaho 83702  
208.336.1986

## Gallatin Public Affairs

### Earned Media:

MDC and Gallatin will work collaboratively to identify newsworthy stories to proactively share with the media – those stories could be shared through earned media pitches, op-eds or letters to the editor. Throughout the year, we will put forward six media pitches and help write and submit six letters to the editor. Gallatin will also be available to help MDC respond to incoming media requests.

**Cost:** \$8,000 for earned media, \$4,000 for letters to the editor

### Video:

In collaboration with Rizen Creative, Gallatin will provide support and assistance in creating a video highlighting downtown Meridian and the work being done by MDC. Rizen will be the lead on this initiative.

**Cost:** \$1,500 to \$2,500 based on time spent on the project (hourly rate of \$150)

### Ongoing Counsel:

Gallatin will provide ongoing communications support as needed. This can include providing recommendations on strengthening social media channels, determining how to use get the most out of MDC's website and other needs as they arise.

**Cost:** \$2,000 to \$6,000 based on time spent (hourly rate of \$150)



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

**Resolution No. 16-026**

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  
PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC  
AFFAIRS SERVICES BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION ("MDC") AND JOHNSON  
LAVEY AND BELL, INC., DBA GALLATIN PUBLIC  
AFFAIRS ("CONSULTANT"); AUTHORIZING TASK ORDER  
ONE ("TO1") UNDER THE PROFESSIONAL SERVICES  
AGREEMENT: AUTHORIZING THE EXECUTION OF THE  
AGREEMENT AND TO1 BY THE CHAIRMAN OR VICE-  
CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT AND TO1;  
AUTHORIZING THE ADMINISTRATOR TO TAKE ALL  
NECESSARY ACTION REQUIRED TO IMPLEMENT THE  
AGREEMENT AND TO1 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 from time to time may need professional public affairs services in fulfilling its roles and responsibilities and CONSULTANT has the necessary expertise and experience to provide those on-call services when needed;

WHEREAS, MDC and CONSULTANT desire to enter the professional services agreement as attached hereto as Exhibit A ("Agreement");

WHEREAS, MDC desires to issue Task Order One for newsletter services under the Agreement;

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the Agreement and Task Order One both of which are attached in Exhibit A and the execution of the Agreement and Task Order One are 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 of the Agreement and TO1 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That the Agreement and TO1 be and the same hereby are approved and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the Agreement and 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 Agreement and TO1 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement and TO1, and any necessary technical changes to the Agreement and

TO1, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the comments and discussions received at the August 24th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## EXHIBIT A –AGREEMENT AND TO1



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

**Resolution No. 16-029**  
***Appointment of Board Member to VRT Board***

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, APPOINTING RICK RITTER AS  
THE MERIDIAN DEVELOPMENT CORPORATION ("MDC")  
REPRESENTATIVE ON THE VALLEY REGIONAL  
TRANSIT ("VRT") BOARD OF DIRECTORS; 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 oversees the provision of public transportation services within the MDC boundaries and MDC is entitled to a seat on the VRT Board of Directors; and

WHEREAS, Eric Jensen no longer serves on the MDC Board and previously served as the MDC representative on the VRT Board; and

WHEREAS, the Board desires to appoint Rick Ritter as its representative to the VRT Board;

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

1. That the above statements are true and correct.
2. That the Board of Commissioners hereby appoints Rick Ritter as its representative to the VRT Board.
3. 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 the 28th day of September, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 28th day of September, 2016.

APPROVED:

By \_\_\_\_\_  
James Escobar, Chairman

ATTEST:

By \_\_\_\_\_  
David Winder, Secretary

## **MEMORANDUM OF AGREEMENT FUNDING ASSISTANCE**

This **MEMORANDUM OF AGREEMENT FOR ASSISTANCE WITH FUNDING** ("Agreement") is made this 28th day of September, 2016 ("Effective Date"), by and between the Education Foundation for the Joint School District #2, Inc., an Idaho nonprofit corporation ("Foundation"), the Joint School District No. 2, doing business as the West Ada School District, a public school district organized under the laws of the State of Idaho ("District"), and the Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC"). District, MDC and Foundation are jointly referred to herein as "Parties".

**WHEREAS**, the Parties agree that there is value in educating our school children regarding the history of the downtown Meridian area;

**WHEREAS**, educating children about the downtown Meridian area through field trips where students participate in the historic walking tour of downtown Meridian supports the goals and objectives of all Parties;

**WHEREAS**, MDC is willing to contribute up to five thousand dollars (\$5,000.00) to the Foundation to help cover the costs for field trips by students from the ("District") to the downtown Meridian area with the understanding that MDC shall have no other responsibility or liability regarding any of the field trips taken by the District;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. MDC agrees that it will contribute up to a maximum of five thousand dollars (\$5,000.00) to the Foundation to help fund field trips which bring Western Ada School District elementary school students to the downtown Meridian area so that they can learn more about the history of the downtown area and participate in the historic walking tour. Other than the financial support, MDC shall have no other role or responsibility regarding these field trips.
2. Foundation agrees that it will use the funds provided by MDC solely to help fund the costs associated with the above described field trips which bring elementary school students to the downtown Meridian area during the 2016-2017 school year so that they can learn more about the history of the downtown area and participate in the historic walking tour. Other than financial support, Foundation recognizes and agrees that MDC shall have no other role in these field trips and that MDC shall have no responsibility or liability regarding the field trips. District will ensure that adequate staffing and supervision is provided for the field trips but MDC does not control or dictate how the field trips are staffed or conducted. The District will provide MDC with a schedule noting when the field trips will take place. Once the schedule is sent, flexibility and date changes will be allowed and communicated as needed.
3. This Agreement begins immediately upon execution and shall remain in effect through September 30, 2017. At the end of the term of this Agreement if there are funds contributed by MDC that remain unspent by the Foundation then the Foundation shall return those funds to MDC within thirty days of the expiration of this Agreement. If the parties hereto agree to extend the term of this Agreement any unspent funds contributed to the Foundation by MDC may, by mutual

written agreement, be retained by the Foundation and used during any extended term of this Agreement.

4. Foundation will send MDC an initial billing for five thousand dollars (\$5000.00). MDC agrees that upon receipt of an invoice or similar billing from the Foundation for the above initial amount MDC will pay said amount to the Foundation within thirty days of receipt. If additional funds are needed beyond the initial payment to cover the cost of applicable field trips and subject to the maximum contribution noted herein, then Foundation will send MDC another billing or invoice and MDC will make payment within thirty days of receipt thereof. All funds received by the Foundation from MDC will be kept and accounted for separate from other Foundation Funds.

5. To the fullest extent permitted by law, Foundation and District agree 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 MDC, persons or property for any act, error or omission arising out of or in any way connected with the field trips described herein and/or the performances or activities of District and/or Foundation or their respective officers, employees, contractors or agents related to or connected with this Agreement.

6. 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.

7. 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.

8. 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 Foundation, Ada County, State of Idaho.

9. District agrees that it shall at all times during the term of this Agreement with MDC maintain liability insurance in which MDC shall be named as an additional insured in the minimum amounts as follows: General and Professional Liability (\$2,000,000.00) per incident or occurrence and (\$5,000,000.00) aggregate. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless MDC.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this 28<sup>th</sup> day of September, 2016.

**MERIDIAN DEVELOPMENT CORPORATION:**

\_\_\_\_\_  
Jim Escobar, MDC Board Chairman

Attest: \_\_\_\_\_  
Dave Winder, MDC Board Secretary

**EDUCATION FOUNDATION FOR THE JOINT SCHOOL DISTRICT #2:**

\_\_\_\_\_  
Randy Morgan, President

**JOINT SCHOOL DISTRICT NO. 2, dba WEST ADA SCHOOL DISTRICT**

\_\_\_\_\_  
Mary Ann Ranells, Superintendent

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

**RESOLUTION NO. 16-030**

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 STUDENT FIELD TRIPS TO PARTICIPATE IN HISTORIC WALKING TOURS BETWEEN THE MERIDIAN DEVELOPMENT CORPORATION, THE JOINT SCHOOL DISTRICT #2, DBA THE WESTERN ADA SCHOOL DISTRICT ("DISTRICT") AND THE EDUCATION FOUNDATION FOR JOINT SCHOOL DISTRICT #2 ("FOUNDATION"); 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;

RESOLUTION NO. 16-030 Fieldtrips Historic Walking Tour Project

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, the MDC, the DISTRICT and the FOUNDATION desire to cooperate and work together to facilitate fieldtrips to bring West Ada School District elementary school children into the downtown Meridian area to participate in Historic Walking Tours;

WHEREAS, the parties recognize that as children participate in the walking tours it will result in other people coming into the Meridian downtown area and help promote and support local businesses, economic development and reinvestment in the downtown;

WHEREAS, the MDC is willing to contribute financial support to the FOUNDATION to help cover the costs associated the Historic Walking Tour fieldtrips by the DISTRICT in a total amount not to exceed five thousand dollars (\$5,000.00);

WHEREAS, the MDC, the DISTRICT and the FOUNDATION recognize the benefits in promoting the history and heritage of the downtown area which in turn helps revitalize and promote economic and commercial activity in the urban renewal Foundation;

WHEREAS, MDC previously approved an agreement with the FOUNDATION and corresponding Resolution 16-027 and then the FOUNDATION determined that the DISTRICT would also need to be a party to the agreement which necessitated further action by the MDC Board;

WHEREAS, MDC desires to revoke the approval and action described in Resolution 16-027 and approve the Agreement attached as Exhibit A which adds the DISTRICT as a party to the Agreement and species the responsibilities of the Parties;

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

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

RESOLUTION NO. 16-030 Fieldtrips Historic Walking Tour Project

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, the DISTRICT and the FOUNDATION. The Board revokes the previous approval of the agreement referenced in Resolution 16-027.
- Section 3: That the Board executing the AGREEMENT with the DISTRICT and the FOUNDATION 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 September 28, 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 September 28, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 28th day of September, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A – Agreement

### MEMORANDUM OF AGREEMENT FUNDING ASSISTANCE

This **MEMORANDUM OF AGREEMENT FOR ASSISTANCE WITH FUNDING** (“Agreement”) is made this 28th day of September, 2016 (“Effective Date”), by and between the Education Foundation for the Joint School District #2, Inc., an Idaho nonprofit corporation (“Foundation”), the Joint School District No. 2, doing business as the West Ada School District, a public school district organized under the laws of the State of Idaho (“District”), and the Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho (“MDC”). District, MDC and Foundation are jointly referred to herein as “Parties”.

**WHEREAS**, the Parties agree that there is value in educating our school children regarding the history of the downtown Meridian area;

**WHEREAS**, educating children about the downtown Meridian area through field trips where students participate in the historic walking tour of downtown Meridian supports the goals and objectives of all Parties;

**WHEREAS**, MDC is willing to contribute up to five thousand dollars (\$5,000.00) to the Foundation to help cover the costs for field trips by students from the (“District”) to the downtown Meridian area with the understanding that MDC shall have no other responsibility or liability regarding any of the field trips taken by the District;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. MDC agrees that it will contribute up to a maximum of five thousand dollars (\$5,000.00) to the Foundation to help fund field trips which bring Western Ada School District elementary school students to the downtown Meridian area so that they can learn more about the history of the downtown area and participate in the historic walking tour. Other than the financial support, MDC shall have no other role or responsibility regarding these field trips.

2. Foundation agrees that it will use the funds provided by MDC solely to help fund the costs associated with the above described field trips which bring elementary school students to the downtown Meridian area during the 2016-2017 school year so that they can learn more about the history of the downtown area and participate in the historic walking tour. Other than financial support, Foundation recognizes and agrees that MDC shall have no other role in these field trips and that MDC shall have no responsibility or liability regarding the field trips. District will ensure that adequate staffing and supervision is provided for the field trips but MDC does not control or dictate how the field trips are staffed or conducted.

RESOLUTION NO. 16-030 Fieldtrips Historic Walking Tour Project

The District will provide MDC with a schedule noting when the field trips will take place. Once the schedule is sent, flexibility and date changes will be allowed and communicated as needed.

3. This Agreement begins immediately upon execution and shall remain in effect through September 30, 2017. At the end of the term of this Agreement if there are funds contributed by MDC that remain unspent by the Foundation then the Foundation shall return those funds to MDC within thirty days of the expiration of this Agreement. If the parties hereto agree to extend the term of this Agreement any unspent funds contributed to the Foundation by MDC may, by mutual written agreement, be retained by the Foundation and used during any extended term of this Agreement.

4. Foundation will send MDC an initial billing for five thousand dollars (\$5000.00). MDC agrees that upon receipt of an invoice or similar billing from the Foundation for the above initial amount MDC will pay said amount to the Foundation within thirty days of receipt. If additional funds are needed beyond the initial payment to cover the cost of applicable field trips and subject to the maximum contribution noted herein, then Foundation will send MDC another billing or invoice and MDC will make payment within thirty days of receipt thereof. All funds received by the Foundation from MDC will be kept and accounted for separate from other Foundation Funds.

5. To the fullest extent permitted by law, Foundation and District agree 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 MDC, persons or property for any act, error or omission arising out of or in any way connected with the field trips described herein and/or the performances or activities of District and/or Foundation or their respective officers, employees, contractors or agents related to or connected with this Agreement.

6. 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.

7. 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.

8. The Agreement shall be governed by the laws of the State of Idaho and  
RESOLUTION NO. 16-030 Fieldtrips Historic Walking Tour Project

jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial Foundation, Ada County, State of Idaho.

9. District agrees that it shall at all times during the term of this Agreement with MDC maintain liability insurance in which MDC shall be named as an additional insured in the minimum amounts as follows: General and Professional Liability (\$2,000,000.00) per incident or occurrence and (\$5,000,000.00) aggregate. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless MDC.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this 28<sup>th</sup> day of September, 2016.

**MERIDIAN DEVELOPMENT CORPORATION:**

\_\_\_\_\_  
Jim Escobar, MDC Board Chairman

Attest: \_\_\_\_\_  
Dave Winder, MDC Board Secretary

**EDUCATION FOUNDATION FOR THE JOINT SCHOOL DISTRICT #2:**

\_\_\_\_\_  
Randy Morgan, President

**JOINT SCHOOL DISTRICT NO. 2, dba WEST ADA SCHOOL DISTRICT**

\_\_\_\_\_  
Mary Ann Ranells, Superintendent



**MERIDIAN**  
development corp.  
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## **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

### **~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Forsgren Associates, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Forsgren Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Steven R. Yearsley

Title: Board Chair

Title: Project Manager

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

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

**Resolution No. 16-031**

**EXTENSION ON-CALL ENGINEERING 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 AGREEMENT FOR THE  
EXTENSION OF THE PROFESSIONAL SERVICES  
AGREEMENT FOR ON-CALL ENGINEERINGS SERVICES  
("AGREEMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND FORSGREN  
ASSOCIATES. INC. ("CONSULTANT"), FOR ON-CALL  
ENGINEERING SERVICES FOR THE URBAN RENEWAL  
AGENCY; 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, On August 24, 2011 MDC entered into a Professional Services Agreement ("PSA") with Consultant for On-Call Engineering Services and on October 9<sup>th</sup>, 2013 the parties extended the term of the PSA through September 30, 2016;

WHEREAS, the Parties desire to amend and extend the term of the PSA with the other terms and conditions remaining in effect;

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of MDC and Consultant to extend the term of the PSA;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement with Consultant 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 authorizes the execution of the Agreement to amend and extend the term of the PSA as set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the 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 September 28<sup>th</sup>, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A – Agreement

### **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

#### **~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Forsgren Associates, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Forsgren Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Steven R. Yearsley

Title: Board Chair

Title: Project Manager

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary



**MERIDIAN**  
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## **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

### **~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and CH2M Hill Engineers, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Ch2M Hill Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name:

Title: Board Chair

Title:

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

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

**Resolution No. 16-032**

**EXTENSION ON-CALL ENGINEERING 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 AGREEMENT FOR THE  
EXTENSION OF THE PROFESSIONAL SERVICES  
AGREEMENT FOR ON-CALL ENGINEERINGS SERVICES  
("AGREEMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND CH2M HILL  
ENGINEERS. INC. ("CONSULTANT"), FOR ON-CALL  
ENGINEERING SERVICES FOR THE URBAN RENEWAL  
AGENCY; 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, On August 24, 2011 MDC entered into a Professional Services Agreement ("PSA") with Consultant for On-Call Engineering Services and on October 9<sup>th</sup>, 2013 the parties extended the term of the PSA through September 30, 2016;

WHEREAS, the Parties desire to amend and extend the term of the PSA with the other terms and conditions remaining in effect;

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of MDC and Consultant to extend the term of the PSA;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement with Consultant 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 authorizes the execution of the Agreement to amend and extend the term of the PSA as set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the 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 September 28<sup>th</sup>, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary



## Exhibit A- Agreement

### **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

#### **~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and CH2M Hill Engineers, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Ch2M Hill Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name:

Title: Board Chair

Title:

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

## **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

### **~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Keller Associates, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Keller Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Rod Linja

Title: Board Chair

Title: President

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

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

**Resolution No. 16-033**

**EXTENSION ON-CALL ENGINEERING 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 AGREEMENT FOR THE  
EXTENSION OF THE PROFESSIONAL SERVICES  
AGREEMENT FOR ON-CALL ENGINEERINGS SERVICES  
("AGREEMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND KELLER  
ASSOCIATES. INC. ("CONSULTANT"), FOR ON-CALL  
ENGINEERING SERVICES FOR THE URBAN RENEWAL  
AGENCY; 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, On August 24, 2011 MDC entered into a Professional Services Agreement ("PSA") with Consultant for On-Call Engineering Services and on October 9<sup>th</sup>, 2013 the parties extended the term of the PSA through September 30, 2016;

WHEREAS, the Parties desire to amend and extend the term of the PSA with the other terms and conditions remaining in effect;

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of MDC and Consultant to extend the term of the PSA;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement with Consultant 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 authorizes the execution of the Agreement to amend and extend the term of the PSA as set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the 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 September 28<sup>th</sup>, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

Exhibit A – Agreement  
**AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

**~ ON-CALL ENGINEERING ~**

**THIS AGREEMENT** to again Amend and extend the term of the Professional Services Agreement between the parties initially dated effective August 24, 2011 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Keller Associates, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on August 24, 2011, to provide Professional On-Call Engineering Services to MDC and on October 9, 2013 the parties amended and extended the term of the Agreement through September 30, 2016;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

“The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms.”



2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Keller Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Rod Linja

Title: Board Chair

Title: President

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary



**MERIDIAN**  
development corp.  
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## **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

### **~ ON-CALL SURVEYING ~**

**THIS AGREEMENT** to amend and extend the term of the Professional Services Agreement between the parties which commenced October 1, 2013 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Civil Surveying Consultants, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on October 1, 2013, to provide Professional On-Call Surveying Services to MDC;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Civil Survey Consultants, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Glenn Bennett

Title: Board Chair

Title: President

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

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

**Resolution No. 16-034**  
**EXTENSION ON-CALL SURVEYING 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 AGREEMENT FOR THE  
EXTENSION OF THE PROFESSIONAL SERVICES  
AGREEMENT FOR ON-CALL SURVEYING SERVICES  
("AGREEMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND CIVIL SURVEY  
CONSULTANTS. INC. ("CONSULTANT"), FOR ON-CALL  
SURVEYING SERVICES FOR THE URBAN RENEWAL  
AGENCY; 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, On August 24, 2011 MDC entered into a Professional Services Agreement ("PSA") with Consultant for On-Call Engineering Services and on October 9<sup>th</sup>, 2013 the parties extended the term of the PSA through September 30, 2016;

WHEREAS, the Parties desire to amend and extend the term of the PSA with the other terms and conditions remaining in effect;

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of MDC and Consultant to extend the term of the PSA;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement with Consultant 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 authorizes the execution of the Agreement to amend and extend the term of the PSA as set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the 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 September 28<sup>th</sup>, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A – Agreement

### **AGREEMENT TO AMEND AND EXTEND AMENDED PROFESSIONAL SERVICES AGREEMENT**

#### **~ ON-CALL SURVEYING ~**

**THIS AGREEMENT** to amend and extend the term of the Professional Services Agreement between the parties which commenced October 1, 2013 ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and Civil Surveying Consultants, Inc. an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Consultant").

**WHEREAS**, MDC and Consultant entered into the Agreement on October 1, 2013, to provide Professional On-Call Surveying Services to MDC;

**WHEREAS**, the Parties desire to amend and extend the term of the Agreement for one year with automatically renewing one year terms through September 30, 2019 with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 13 of the Agreement regarding the Term of the Agreement shall be deleted and replaced with the following language:

"The term of this Agreement shall commence as of October 1, 2016 and run through September 30, 2017 unless earlier terminated as provided in this Agreement. On October 1 of 2017 and 2018 this Agreement will automatically renew for successive one year terms through September 30, 2019 unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this Agreement or this Agreement is otherwise terminated in accordance with its terms."

2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend and extend the Professional Services Agreement shall be effective this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONSULTANT

Civil Survey Consultants, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Glenn Bennett

Title: Board Chair

Title: President

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary





**MERIDIAN**  
development corp.  
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## **AGREEMENT TO AMEND SERVICES AGREEMENT**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and PC Maintenance, LLC., an Idaho limited liability company existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide certain parking lot services to MDC for the property located at the parking areas located at 700 NE 2nd St, Meridian, Idaho.

**WHEREAS**, the Parties previously extended the term of the agreement and desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR

PC Maintenance, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: \_\_\_\_\_

Title: Board Chair

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

# Exhibit A



112 W. 39th St. Boise, ID 83714  
Phone 208.336.9933 Fax 208.338.3242

## Estimate

Date	Estimate #
9/19/2016	6036

Name / Address
Meridian Development Corporation Re: COMPASS 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
Service Location: COMPASS/VRT Building 700 NE 2nd St Meridian, ID 83642			
Removal of debris with commercial vacuum truck. Includes blowing of storefront(s), curbs and planters as needed. This price is for quarterly sweeping. (four times per year)		65.00	65.00
Rates for a typical snow/de-ice event (2" - 4" storm)			
Pickup(s)/Tractor(s) used for plowing (1.5 hours or plowing)	1.5	75.00	112.50
Granular Ice Melt (100 pounds)	100	0.65	65.00
Liquid ice melt (35 gallons)	35	2.50	87.50
Labor for shoveling walkways (1.5 man hours)	1.5	35.00	52.50
Please Note: For every additional two (2) inches of snow above four (4) inches you can figure an additional 30% increase in time and cost.  Material costs and measurements are estimates - final billing will be based on actual work performed. Total invoice/estimate amount is due upon job completion. Accounts over 30 days will be charged 1.5% interest on unpaid balance which is 18% APR.			
Thank You For Your Business!		<b>Total</b>	



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

**Resolution No. 16-035**  
**SERVICES AGREEMENT AMENDMENT**

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 AMENDMENT AND EXTENSION  
OF THE AGREEMENT ("AGREEMENT AMENDMENT")  
BETWEEN THE MERIDIAN DEVELOPMENT  
CORPORATION AND PC MAINTENANCE, LLC.  
("CONSULTANT") FOR SNOW REMOVAL AND  
SWEEPING SERVICES FOR THE URBAN RENEWAL  
AGENCY; AUTHORIZING THE EXECUTION OF THE  
AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, the Consultant has performed services for MDC in the past for the property located at 700 NE Second St., Meridian, Idaho;

WHEREAS, the Parties desire to maintain their contractual relationship and the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all

conditions precedent to actions contemplated in the Agreement Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A





**MERIDIAN**  
development corp.  
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## **AGREEMENT TO AMEND SERVICES AGREEMENT**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and PC Maintenance, LLC., an Idaho limited liability company existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide certain parking lot services to MDC for the property located at the parking areas located at 800 E Second Street, Meridian, Idaho.

**WHEREAS**, the Parties previously extended the term of the agreement and desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR

PC Maintenance, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: \_\_\_\_\_

Title: Board Chair

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

# Exhibit A



112 W. 39th St. Boise, ID 83714  
Phone 208.336.9933 Fax 208.338.3242

## Estimate

Date	Estimate #
9/19/2016	6035

Name / Address
Meridian Development Corporation Re: Masonic Lodge 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
Estimate for services at the Masonic Lodge 800 East 2nd Street Meridian, ID 83642			
Removal of debris with commercial vacuum truck. Includes blowing of storefront(s), curbs and planters as needed. This price is for quarterly sweeping. (four times per year)		65.00	65.00
Pricing for winter services:			
Pickup(s)/Tractor(s) used for plowing		75.00	75.00
Liquid ice melt	30	2.50	75.00
Minimum sidewalk shovel and granular de-ice		45.00	45.00
Material costs and measurements are estimates - final billing will be based on actual work performed.			
Total invoice/estimate amount is due upon job completion.			
Accounts over 30 days will be charged 1.5% interest on unpaid balance which is 18% APR.			
My signature enforces this document as legal and binding.			
This offer accepted this ____ day of ____ 2015.			
Company _____			
Name _____			
Title _____			
Phone _____			
Thank You For Your Business!	<b>Total</b>		\$260.00

**SWEEPING SEALCOATING STRIPING ASPHALT CRACK REPAIR  
CONSTRUCTION CLEAN-UP**

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

**Resolution No. 16-036**  
**SERVICES AGREEMENT AMENDMENT**

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 SERVICES AGREEMENT  
AMENDMENT ("AGREEMENT AMENDMENT") BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION AND PC  
MAINTENANCE, LLC. ("CONSULTANT") FOR SNOW  
REMOVAL AND SWEEPING SERVICES FOR THE URBAN  
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF  
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, the Consultant has performed services for MDC in the past for the property located at 800 E Second St., Meridian, Idaho;

WHEREAS, the Parties desire to maintain their contractual relationship and the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement

Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

### **AGREEMENT TO AMEND SERVICES AGREEMENT**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and PC Maintenance, LLC., an Idaho limited liability company existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide certain parking lot services to MDC for the property located at the parking areas located at 703 N. Main Street, Meridian, Idaho.

**WHEREAS**, the Parties previously extended the term of the agreement and desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.



This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR

PC Maintenance, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: \_\_\_\_\_

Title: Board Chair

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

# Exhibit A



## Estimate

Date	Estimate #
9/19/2016	6037

Name / Address
Meridian Development Corporation Re: 703 N Main St 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
Service Location: 703 N Main St			
Removal of debris with commercial vacuum truck. Includes blowing of storefront(s), curbs and planters as needed. This price is for quarterly sweeping. (four times per year)		65.00	65.00
Rates for a typical snow/de-ice event (2" - 4" storm)			
Pickup(s)/Tractor(s) used for plowing (1 hour of plowing)	1	75.00	75.00
Granular Ice Melt (50 pounds) Minimum charge	1	45.00	45.00
Liquid ice melt (18 gallons)	18	2.50	45.00
Labor for shoveling walkways (1 man hour)	1	35.00	35.00
Please Note: For every additional two (2) inches of snow above four (4) inches you can figure an additional 30% increase in time and cost.			
Material costs and measurements are estimates - final billing will be based on actual work performed.			
Total invoice/estimate amount is due upon job completion.			
Accounts over 30 days will be charged 1.5% interest on unpaid balance which is 18% APR.			
Thank You For Your Business!		<b>Total</b>	



## Estimate

Date	Estimate #
9/19/2016	6037

Name / Address
Meridian Development Corporation Re: 703 N Main St 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
My signature enforces this document as legal and binding.  This offer accepted this ____ day of ____ 2016.  Company _____ Name _____ Title _____ Phone _____			
Thank You For Your Business!		<b>Total</b>	\$265.00

**SWEEPING SEALCOATING STRIPING ASPHALT CRACK REPAIR  
CONSTRUCTION CLEAN-UP**

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

**Resolution No. 16-037**  
**SERVICES AGREEMENT AMENDMENT**

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 SERVICES AGREEMENT  
AMENDMENT ("AGREEMENT AMENDMENT") BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION AND PC  
MAINTENANCE, LLC. ("CONSULTANT") FOR SNOW  
REMOVAL AND SWEEPING SERVICES FOR THE URBAN  
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF  
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, the Consultant has performed services for MDC in the past for the property located at 713 N. Main St., Meridian, Idaho;

WHEREAS, the Parties desire to maintain their contractual relationship and the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement

Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

## **AGREEMENT TO AMEND SERVICES AGREEMENT**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and PC Maintenance, LLC., an Idaho limited liability company existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide certain parking lot services to MDC for the property located at the parking areas located at 713 N. Main Street, Meridian, Idaho.

**WHEREAS**, the Parties previously extended the term of the agreement and desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.



This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR

PC Maintenance, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: \_\_\_\_\_

Title: Board Chair

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

# Exhibit A



## Estimate

Date	Estimate #
9/19/2016	6038

Name / Address
Meridian Development Corporation Re: 713 N Main St 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
Service Location: 713 N Main St			
Removal of debris with commercial vacuum truck. Includes blowing of storefront(s), curbs and planters as needed. This price is for quarterly sweeping. (four times per year)		65.00	65.00
Rates for a typical snow/de-ice event (2" - 4" storm)			
Pickup(s)/Tractor(s) used for plowing (1 hour of plowing)	1	75.00	75.00
Granular Ice Melt (50 pounds) Minimum charge	1	45.00	45.00
Liquid ice melt (18 gallons)	18	2.50	45.00
Labor for shoveling walkways (1 man hour)	1	35.00	35.00
Please Note: For every additional two (2) inches of snow above four (4) inches you can figure an additional 30% increase in time and cost.			
Material costs and measurements are estimates - final billing will be based on actual work performed.			
Total invoice/estimate amount is due upon job completion.			
Accounts over 30 days will be charged 1.5% interest on unpaid balance which is 18% APR.			
Thank You For Your Business!		<b>Total</b>	



## Estimate

Date	Estimate #
9/19/2016	6038

Name / Address
Meridian Development Corporation Re: 713 N Main St 104 East Fairview Avenue #239 Meridian, Idaho 83642

		Job Location	Customer Phone Number
Description	Qty	Cost	Total
My signature enforces this document as legal and binding.  This offer accepted this ____ day of ____ 2016.  Company _____ Name _____ Title _____ Phone _____			
Thank You For Your Business!		<b>Total</b>	\$265.00

**SWEEPING SEALCOATING STRIPING ASPHALT CRACK REPAIR  
CONSTRUCTION CLEAN-UP**

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

**Resolution No. 16-038**  
**SERVICES AGREEMENT AMENDMENT**

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 SERVICES AGREEMENT  
AMENDMENT ("AGREEMENT AMENDMENT") BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION AND PC  
MAINTENANCE, LLC. ("CONSULTANT") FOR SNOW  
REMOVAL AND SWEEPING SERVICES FOR THE URBAN  
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF  
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, the Consultant has performed services for MDC in the past for the property located at 713 N. Main St., Meridian, Idaho;

WHEREAS, the Parties desire to maintain their contractual relationship and the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement

Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

## **AGREEMENT TO AMEND SERVICES AGREEMENT**

### **~ LANDSCAPING ~**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and ProVision Landscape, Inc., an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide landscaping services to MDC for the property located at 713 N Main Street, Meridian, Idaho.

**WHEREAS**, the Parties desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.



This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR  
ProVision Landscape, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: James Fife

Title: Board Chair

Title: COO

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

Exhibit A

**ProVision Landscape Service Agreement For 2016**



Client/Name: Meridian Development  
 Service Address: 713 Main St  
 Phone: 208-477-1632  
 Email: [meridiandevelopmentcorp.com](mailto:meridiandevelopmentcorp.com)

1901 E Lanark St./Meridian, ID 83642/Jesse Peterson 208-794-2152

Service	Quantity	Price	Total	X
Lawn Fertilizer & Weed Control			\$ -	
Turf Damaging Insect Control			\$ -	
Lawn Mow/Trim/Edge/Blow			\$ -	
Aeration		\$ -	\$ -	
Spring Cleanup			\$ -	
Fall Cleanup			\$ -	
Tree/Shrub Dormant Oil, Insect Control and Fertilization	Please Call or Email for Quote	\$ -	\$ -	
Tree/Shrub Pruning up to 15 Feet	Please Call or Email for Quote	\$ -	\$ -	
Shrub/Planter Bed Weed Control	30	\$ 15.00	\$ 450.00	
Sprinkler Startup	1	\$20.00	\$ 20.00	
Sprinkler Check & Adjust	1	\$18.00	\$ 18.00	
Sprinkler Blowout	1	\$20.00	\$ 20.00	
Sprinkler Repair	Time and Material			
Flower/Color Service	Please Call or Email for Quote	\$ -	\$ -	
Winter Grounds Pickup	Please Call or Email for Quote	\$ -	\$ -	
Pest Control Service	Please Call or Email for Quote	\$ -	\$ -	
Snow/Ice Service	Please Call or Email for Quote	\$ -	\$ -	
Pet Waste Service	Please Call or Email for Quote	\$ -	\$ -	

Total: \$ 508.00  
 Monthly Payment: (Jan-Dec) \$ 42.33  
 Full Prepayment with Discount: \$ 482.60

ProVision Landscape Agent: Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Client Agent: Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and fax a copy of this back to 208-888-9352**

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

**Resolution No. 16-039**  
**AMENDMENT SERVICES 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 AMENDMENT AND EXTENSION  
OF THE SERVICES AGREEMENT ("AGREEMENT  
AMENDMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND PROVISION  
LANDSCAPE INC. ("CONSULTANT") FOR LANDSCAPE  
AND MAINTENANCE SERVICES FOR THE URBAN  
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF  
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, Consultant has been performing services for MDC and has performed well and fulfilled the requirements of the previous agreements;

WHEREAS, the MDC desires to continue to work with Consultant and Consultant desires to work with MDC on the property located at 703 N. Main St., Meridian;

WHEREAS, the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant for landscape and maintenance services through September 30, 2017 on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

## **AGREEMENT TO AMEND SERVICES AGREEMENT**

### **~ LANDSCAPING ~**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and ProVision Landscape, Inc., an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective October 1, 2014, to provide landscaping services to MDC for the property located at 700 E. NE 2nd Street, Meridian, Idaho.

**WHEREAS**, the Parties desire to amend the Agreement to extend the term of the Agreement for another year and adopt the revised scope of services and corresponding costs for the extended 2016-2017 term as noted in Exhibit A with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraphs 1 and 2 of the Agreement regarding the Scope of Services and Fees shall be amended to replace the previous Exhibit A and include the new Scope of Services and pricing attached hereto as Exhibit A and which is incorporated herein. This Exhibit A shall be applicable to and during this extended term of the Agreement.
2. Paragraph 3 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
3. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR  
ProVision Landscape, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: James Fife

Title: Board Chair

Title: COO

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary



Exhibit A

**ProVision Landscape Service Agreement For 2016**



Client/Name:	Meridian Development
Service Address:	700 NE 2nd St
Phone:	208-477-1632
Email:	<a href="mailto:meridiandevelopmentcorp@gmail.com">meridiandevelopmentcorp@gmail.com</a>

1901 E Lanark St./Meridian, ID 83642/Jesse Peterson 208-794-2152

Service	Quantity	Price	Total	X
Lawn Fertilizer & Weed Control			\$ -	
Turf Damaging Insect Control			\$ -	
Lawn Mow/Trim/Edge/Blow			\$ -	
Aeration		\$ -	\$ -	
Spring Cleanup			\$ -	
Fall Cleanup			\$ -	
Tree/Shrub Dormant Oil, Insect Control and Fertilization	Please Call or Email for Quote	\$ -	\$ -	
Tree/Shrub Pruning up to 15 Feet	Please Call or Email for Quote	\$ -	\$ -	
Shrub/Planter Bed Weed Control	30	\$ 25.00	\$ 750.00	
Sprinkler Startup	1	\$ 30.00	\$ 30.00	
Sprinkler Check & Adjust	1	\$ 25.00	\$ 25.00	
Sprinkler Blowout	1	\$30.00	\$ 30.00	
Sprinkler Repair	Time and Material			
Flower/Color Service	Please Call or Email for Quote	\$ -	\$ -	
Winter Grounds Pickup	Please Call or Email for Quote	\$ -	\$ -	
Pest Control Service	Please Call or Email for Quote	\$ -	\$ -	
Snow/Ice Service	Please Call or Email for Quote	\$ -	\$ -	
Pet Waste Service	Please Call or Email for Quote	\$ -	\$ -	

Total:	\$ 835.00
Monthly Payment: (Jan-Dec)	\$ 69.58
Full Prepayment with Discount:	\$ 793.25

ProVision Landscape Agent: Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Client Agent: Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and fax a copy of this back to 208-888-9352**

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

**Resolution No. 16-040**  
**AMENDMENT SERVICES 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 AMENDMENT AND EXTENSION  
OF THE SERVICES AGREEMENT ("AGREEMENT  
AMENDMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND PROVISION  
LANDSCAPE INC. ("CONSULTANT") FOR LANDSCAPE  
AND MAINTENANCE SERVICES FOR THE URBAN  
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF  
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR  
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY  
TECHNICAL CHANGES TO THE AGREEMENT  
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO  
TAKE ALL NECESSARY ACTION REQUIRED TO  
IMPLEMENT THE AGREEMENT AMENDMENT; 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, Consultant has been performing services for MDC and has performed well and fulfilled the requirements of the previous agreements;

WHEREAS, the MDC desires to continue to work with Consultant and Consultant desires to work with MDC on the property located at 700 NE 2nd St., Meridian;

WHEREAS, the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant for landscape and maintenance services through September 30, 2017 on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

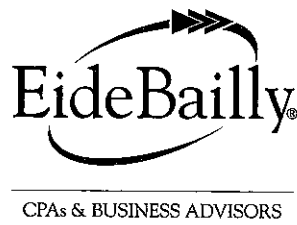
APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



September 8, 2016

To the Members of the Board of Directors  
Meridian Development Corporation  
Meridian, Idaho

We are engaged to audit the financial statements of the governmental activities and major fund of Meridian Development Corporation for the year ended September 30, 2016. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated September 8, 2016, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of Meridian Development Corporation. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of Meridian Development Corporation's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis and the Schedule of Revenues, Expenditures and Change in Fund Balances – Budget and Actual, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable

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to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

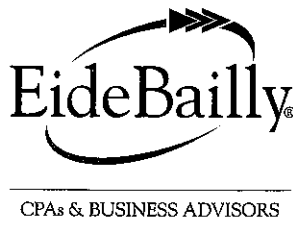
We expect to begin our audit on approximately October 31, 2016.

This information is intended solely for the use of the Board of Directors and management of Meridian Development Corporation and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Eide Bailly LLP



September 8, 2016

Ashley Squyres  
Meridian Development Corporation  
104 E. Fairview Avenue #239  
Meridian, Idaho 83642

We are pleased to confirm our understanding of the services we are to provide Meridian Development Corporation for the year ended September 30, 2016. We will audit the financial statements of the governmental activities and each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Meridian Development Corporation as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Meridian Development Corporation's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Meridian Development Corporation's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures and Change in Fund Balances – Budget and Actual

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Meridian Development Corporation and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Meridian Development Corporation's financial statements. Our report will be addressed to the Members of the Board of Commissioners of Meridian Development Corporation. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

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We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Meridian Development Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the

financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Meridian Development Corporation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of Meridian Development Corporation in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also provide other nonattest services related to preparation of proposed adjusting journal entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any

allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide including preparation of proposed adjusting journal entries. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Meridian Development Corporation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to granting agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the granting agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 31, 2016. Kevin Smith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Boise, Idaho.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

### ***Governing Law and Venue***

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Boise, Idaho. This agreement shall be governed by and construed in accordance with the laws of the State of Idaho (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

### **LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES**

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

### **TIME LIMITATION**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly"), against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

### **ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

We appreciate the opportunity to be of service to Meridian Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

**EIDE BAILLY LLP**

  
\_\_\_\_\_  
Kevin Smith, Partner

ACCEPTED BY Meridian Development Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**Resolution No. 16-041**

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 ENGAGEMENT LETTER FOR  
THE 2016 ANNUAL AUDIT PURSUANT TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION AND  
EIDE BAILLY FOR ANNUAL AUDITING SERVICES FOR  
THE URBAN RENEWAL AGENCY; AUTHORIZING THE  
EXECUTION OF THE ENGAGEMENT LETTER BY THE  
CHAIRMAN OR VICE-CHAIRMAN AND SECRETARY;  
AUTHORIZING ANY TECHNICAL CHANGES TO THE  
ENGAGEMENT LETTER; AUTHORIZING THE  
ADMINISTRATOR TO TAKE ALL NECESSARY ACTION  
REQUIRED TO IMPLEMENT THE ENGAGEMENT  
LETTER; 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, Eide Bailly was selected previously pursuant to a request for proposal process to perform annual auditing services for MDC and performed the audit for MDC in previous fiscal years;

WHEREAS, Eide Bailly possesses the necessary skill, expertise and experience to perform auditing services for MDC and the Board and Eide Bailly have a professional services agreement in place and this Engagement Letter is executed pursuant and subject to the terms of that Agreement;

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the proposed Annual Audit Engagement Letter between MDC and Eide Bailly presented to the Board of Commissioners at the public meeting held on September 28th, 2016;

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 approves the execution of the Engagement Letter with Eide Bailly to perform the 2016 Annual Audit as being in the best interest of the MDC.

Section 3: That the Engagement Letter that is to be executed pursuant and subject to the Annual Audit Agreement between MDC and Eide Bailly, be and the same hereby is approved and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the Engagement Letter.

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 Engagement Letter subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Engagement Letter, and any necessary technical changes to the Engagement



Letter, 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 September 28th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary



**MERIDIAN**  
development corp.  
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## **AGREEMENT TO AMEND SERVICES AGREEMENT**

### **~ WEB CONSULTING ~**

**THIS AGREEMENT** to Amend the Services Agreement between the parties ("Agreement") is made by and between MERIDIAN DEVELOPMENT CORPORATION, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Meridian, Idaho ("MDC"), and The Network Operations Company, Inc., an Idaho Corporation existing under and by virtue of the laws of the state of Idaho (referred to herein as "Contractor").

**WHEREAS**, MDC and Contractor entered into the Agreement effective September 24, 2014, to provide landscaping services to MDC for the property located at 700 E. NE 2nd Street, Meridian, Idaho.

**WHEREAS**, the Parties desire to amend the Agreement to extend the term of the Agreement for another year with all other terms and conditions in the Agreement to remain intact.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend their Agreement as follows:

1. Paragraph 2 of the Agreement shall be modified to extend the term of the Agreement to September 30, 2017.
2. All other terms of the Agreement shall remain the same and in full force and effect.

This Agreement to amend the Landscaping Services Agreement shall be effect this 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

CONTRACTOR

The Network Operations Company, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Mathew Wheeler

Title: Board Chair

Title: President

Attest: \_\_\_\_\_

Dave Winder, MDC Secretary

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

**Resolution No. 16-042**  
**AMENDMENT SERVICES 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 AMENDMENT AND EXTENSION  
OF THE SERVICES AGREEMENT ("AGREEMENT  
AMENDMENT") BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION AND THE NETWORK  
OPERATIONS COMPANY ("CONSULTANT") FOR IT  
SERVICES FOR THE URBAN RENEWAL AGENCY;  
AUTHORIZING THE EXECUTION OF THE AGREEMENT  
AMENDMENT BY THE CHAIRMAN OR VICE-CHAIRMAN  
AND SECRETARY; AUTHORIZING ANY TECHNICAL  
CHANGES TO THE AGREEMENT AMENDMENT;  
AUTHORIZING THE ADMINISTRATOR TO TAKE ALL  
NECESSARY ACTION REQUIRED TO IMPLEMENT THE  
AGREEMENT AMENDMENT; 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, Consultant has been performing IT services for MDC and has performed well and fulfilled the requirements of the previous agreements;

WHEREAS, the MDC desires to continue to work with Consultant and Consultant desires to work with MDC;

WHEREAS, the Agreement Amendment attached hereto as Exhibit A reflects the desires of MDC and Consultant;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant 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 Amendment.

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 authorizes the execution of the Agreement Amendment with Consultant for IT services through September 30, 2017 on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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 Amendment subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement Amendment, and any necessary technical changes to the Agreement Amendment, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement Amendment.

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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Meridian Development Corp  
104 East Fairview Avenue  
#239  
Meridian, ID 83642  
**Attn:**

**Date:** May 18 2016

**Title:** Destination Downtown Sign Design Update **Estimate #:** 6857

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$1,950.00</b>
Utilize existing Destination Downtown signage structure, update design to incorporate new MDC graphic elements.	
Pricing at \$150 per hour, 13 hours.	
Project Administration	\$300.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Design & Layout	\$900.00
Adapt new MDC design creative to fit structure and mesh with other existing downtown signage.	
Client Revisions	\$150.00
Client revisions, as needed.	
Final File Preparation	\$300.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$300.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	
<b>External Expenses</b>	<b>\$3,180.00</b>
Printing	\$3,180.00
Trademark to remove current vinyl graphics on site and install new graphics for existing double sided "Destination Downtown" pole signs. Artwork to be provided by Rizen Creative. The below options are dependant on final design.	
- OPTION A: Remove existing vinyl graphics and replace with new vinyl graphics (on site). \$530 per double sided sign (6 total), including estimated cost for removal and install on poles and bracketry.	
Cut vinyl graphics are single color graphics (like what is on existing signs). These	





## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

**Date:** May 18 2016

**Title:** Destination Downtown Sign Design Update **Estimate #:** 6857

Scope Of Work	Cost
<p>have a longer lifespan than digital prints, approx. 6-8 years, but are limited on designs - no fades/shadows or process colors.</p> <p>- OPTION B: Remove existing vinyl graphics and replace with laminated digital prints (on site). \$530 per double sided sign (6 total), including estimated cost for removal and install on poles and bracketry.</p> <p>Digital prints are full sheets of vinyl that have graphics printed on surface then laminated to help prevent UV degradation. These would be the best fit if the artwork was multi-colored with fades, shadows, etc. Lifespan is about 3-6 years, depending on which direction sign faces.</p> <p>- OPTION C: Remove panels from existing bracketry, bring back to Trademark to remove existing vinyl and repaint panels, then add new vinyl. Return to site and install. Site survey needed prior to removal. \$360 per sign (6 total) plus \$1400 for labor including removal from bracketry, transport, painting, and reinstall on existing bracketry.</p> <p>If artwork is 1-2 colors, like existing, but background color is different than what is existing, then this option would apply. TM to repaint panels and install new, cut graphics.</p>	
<b>Total</b>	<b>\$5,130.00</b>

### Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

Signature

Print Signatory Name

Date

Approved to proceed. Have read and agreed to terms and conditions.



**MERIDIAN**  
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**TASK ORDER AGREEMENT PURSUANT TO PROFESSIONAL SERVICES AGREEMENT  
~ MARKETING SERVICES ~**

This is 2016 Task Order 1 for branding implementation for Downtown District Banners (TO1) is executed pursuant and subject to the Professional Services Agreement for Marketing Services between Rizen Creative, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated May 13, 2015 (Agreement).

**WHEREAS**, MDC and Consultant entered into the Agreement to provide Marketing Services and the Agreement requires that future work be performed pursuant to an individual Task Order (TO).

**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 the 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

RIZEN CREATIVE, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Ron Baker

Title: Board Chair

Title: Principal

Attest: \_\_\_\_\_

Dave Winder, Secretary

## **Exhibit A - Scope of Work**



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Meridian Development Corp  
104 East Fairview Avenue  
#239  
Meridian, ID 83642  
Attn:

Date: May 18 2016

Title: Destination Downtown Sign Design Update Estimate #: 6857

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$1,950.00</b>
Utilize existing Destination Downtown signage structure, update design to incorporate new MDC graphic elements.	
Pricing at \$150 per hour, 13 hours.	
Project Administration	\$300.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Design & Layout	\$900.00
Adapt new MDC design creative to fit structure and mesh with other existing downtown signage.	
Client Revisions	\$150.00
Client revisions, as needed.	
Final File Preparation	\$300.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$300.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	
<b>External Expenses</b>	<b>\$3,180.00</b>
Printing	\$3,180.00
Trademark to remove current vinyl graphics on site and install new graphics for existing double sided "Destination Downtown" pole signs. Artwork to be provided by Rizen Creative. The below options are dependant on final design.	
- OPTION A: Remove existing vinyl graphics and replace with new vinyl graphics (on site). \$530 per double sided sign (6 total), including estimated cost for removal and install on poles and bracketry.	
Cut vinyl graphics are single color graphics (like what is on existing signs). These	



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Date: May 18 2016

Title: Destination Downtown Sign Design Update Estimate #: 6857

Scope Of Work	Cost
<p>have a longer lifespan than digital prints, approx. 6-8 years, but are limited on designs - no fades/shadows or process colors.</p> <p>- OPTION B: Remove existing vinyl graphics and replace with laminated digital prints (on site). \$530 per double sided sign (6 total), including estimated cost for removal and install on poles and bracketry.</p> <p>Digital prints are full sheets of vinyl that have graphics printed on surface then laminated to help prevent UV degradation. These would be the best fit if the artwork was multi-colored with fades, shadows, etc. Lifespan is about 3-6 years, depending on which direction sign faces.</p> <p>- OPTION C: Remove panels from existing bracketry, bring back to Trademark to remove existing vinyl and repaint panels, then add new vinyl. Return to site and install. Site survey needed prior to removal. \$360 per sign (6 total) plus \$1400 for labor including removal from bracketry, transport, painting, and reinstall on existing bracketry.</p> <p>If artwork is 1-2 colors, like existing, but background color is different than what is existing, then this option would apply. TM to repaint panels and install new, cut graphics.</p>	
<b>Total</b>	<b>\$5,130.00</b>

### Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

Signature

Print Signatory Name

Date

Approved to proceed. Have read and agreed to terms and conditions.

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

**Resolution No. 16-043**

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  
NUMBER ONE FOR SIGN AND BRANDING  
DEVELOPMENT UNDER THE PROFESSIONAL  
SERVICES AGREEMENT BETWEEN THE MERIDIAN  
DEVELOPMENT CORPORATION ("MDC") AND RIZEN  
CREATIVE, INC. ("CONSULTANT"); 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 entered into a Professional Services Agreement ("Agreement") between MDC and CONSULTANT dated May 13th 2015;

WHEREAS, the 2016 Task Order One (TO1) agreement attached hereto as Exhibit A is issued pursuant and subject to the terms and conditions of the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of 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 of 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 between MDC and Consultant dated May 13<sup>th</sup>, 2015 and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO1 agreement.

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 September 28th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary



## EXHIBIT A – TASK ORDER AGREEMENT



**MERIDIAN**  
development corp.  
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**TASK ORDER AGREEMENT PURSUANT TO PROFESSIONAL SERVICES AGREEMENT  
~ MARKETING SERVICES ~**

This is 2016 Task Order 2 for kiosk panel design (TO2) is executed pursuant and subject to the Professional Services Agreement for Marketing Services between Rizen Creative, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated May 13, 2015 (Agreement).

**WHEREAS**, MDC and Consultant entered into the Agreement to provide Marketing Services and the Agreement requires that future work be performed pursuant to an individual Task Order (TO).

**WHEREAS**, the Parties desire to execute this TO2 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 TO2 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO2 shall be effective the 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

RIZEN CREATIVE, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Ron Baker

Title: Board Chair

Title: Principal

Attest: \_\_\_\_\_

Dave Winder, Secretary

## Exhibit A - Scope of Work



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Meridian Development Corp  
104 East Fairview Avenue  
#239  
Meridian, ID 83642  
Attn:

Date: May 18 2016

Title: New Kiosk Panel Design Estimate #: 6853

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$3,300.00</b>
Design 1 new kiosk panel to incorporate new MDC creative. Design to apply to 2 sides of kiosk and produced by Trademark for a total of 6. Design includes creating new map, incorporating new design elements and updating business list. Content to be provided by client.	
Pricing at \$150 per hour, 22 hours.	
Project Administration	\$525.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Design & Layout	\$1,800.00
Adapt new MDC branding and creative elements to fit with Kiosk design and format.	
Client Revisions	\$300.00
Client revisions, as needed.	
Final File Preparation	\$375.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$300.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	
<b>External Expenses</b>	<b>\$1,805.00</b>
Printing	\$1,805.00
Trademark to fabricate updated graphics for pre-existing kiosks in downtown Meridian. Print-ready art files to be supplied by Rizen Creative. A total of (12) panels will be replaced (2 panels on each of the existing 6 kiosks).	
Deliverables include:	
- 12 updated printed, laminated graphic panels	
- panels approximately 24" x 96" ea.	
Total \$ 1805.00 (applicable tax not included) - Pricing includes materials and	



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Date: May 18 2016

Title: New Kiosk Panel Design Estimate #: 6853

Scope Of Work	Cost
fabrication.	
<b>External Expenses</b>	<b>\$1,020.00</b>
Printing	\$1,020.00
Installation approx. \$170 per kiosk.	
<b>Total</b>	<b>\$6,125.00</b>

### Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

Signature

Print Signatory Name

Date

Approved to proceed. Have read and agreed to terms and conditions.



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

**Resolution No. 16-044**

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  
NUMBER TWO FOR KIOSK PANEL DESIGN AND  
BRANDING DEVELOPMENT UNDER THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION ("MDC")  
AND RIZEN CREATIVE, INC. ("CONSULTANT");  
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 entered into a Professional Services Agreement ("Agreement") between MDC and CONSULTANT dated May 13th 2015;

WHEREAS, the 2016 Task Order (TO2) agreement attached hereto as Exhibit A is issued pursuant and subject to the terms and conditions of the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of TO2 attached as Exhibit A and the execution of TO2 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 of TO2 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That TO2 be and the same hereby is approved pursuant to and under the terms of the Agreement between MDC and Consultant dated May 13<sup>th</sup>, 2015 and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO2 agreement.

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 TO2 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the TO2, and any necessary technical changes to the TO2, 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 September 28th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## EXHIBIT A – TASK ORDER AGREEMENT



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

**TASK ORDER AGREEMENT PURSUANT TO PROFESSIONAL SERVICES AGREEMENT  
~ MARKETING SERVICES ~**

This is 2016 Task Order 3 for Street Toppers (TO3) is executed pursuant and subject to the Professional Services Agreement for Marketing Services between Rizen Creative, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated May 13, 2015 (Agreement).

**WHEREAS**, MDC and Consultant entered into the Agreement to provide Marketing Services and the Agreement requires that future work be performed pursuant to an individual Task Order (TO).

**WHEREAS**, the Parties desire to execute this TO3 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 TO3 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO3 shall be effective the 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

RIZEN CREATIVE, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Ron Baker

Title: Board Chair

Title: Principal

Attest: \_\_\_\_\_

Dave Winder, Secretary

## Exhibit A - Scope of Work

1



Meridian Development Corp  
104 East Fairview Avenue  
#239  
Meridian, ID 83642  
Attn:

Date: May 18 2016

Title: Street Toppers Estimate #: 6858

### **ESTIMATE**

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$4,500.00</b>
Design 2 street topper concept for major and minor entrances, incorporating new MDC graphic design elements. Quantities and needs assessment to be determined.	
Pricing at \$150 per hour, 30 hours on high end of range. Estimate range: \$3,500 to \$4,500.	
Project Administration	\$1,050.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Concept Development	\$300.00
Rizen team to brainstorm and concept approach to adapt existing brand elements to fit project.	
Design & Layout	\$2,250.00
Develop 2 design concepts for client to choose from.	
Client Revisions	\$300.00
Client revisions, as needed.	
Final File Preparation	\$300.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$300.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	
<b>External Expenses</b>	<b>\$0.00</b>
Printing	\$0.00
Pricing to vary based on the complexity of sign design. See additional examples.	
<b>Total</b>	<b>\$4,500.00</b>

**ESTIMATE**

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
[www.rizencreative.com](http://www.rizencreative.com)

TEL. 208-938-5583

**Date:** May 18 2016

**Title:** Street Toppers **Estimate #:** 6858

**Terms & Conditions**

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

---

Signature

---

Print Signatory Name

---

Date

Approved to proceed. Have read and agreed to terms and conditions.

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

**Resolution No. 16-045**

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  
NUMBER THREE FOR OLD TOWN STREET TOPPER  
DESIGN UNDER THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE MERIDIAN DEVELOPMENT  
CORPORATION ("MDC") AND RIZEN CREATIVE, INC.  
("CONSULTANT"); 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 entered into a Professional Services Agreement ("Agreement") between MDC and CONSULTANT dated May 13th 2015;

WHEREAS, the 2016 Task Order (TO3) agreement attached hereto as Exhibit A is issued pursuant and subject to the terms and conditions of the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of TO3 attached as Exhibit A and the execution of TO3 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 of TO3 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That TO3 be and the same hereby is approved pursuant to and under the terms of the Agreement between MDC and Consultant dated May 13<sup>th</sup>, 2015 and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO3 agreement.

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 TO3 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the TO3, and any necessary technical changes to the TO3, 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 September 28th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary



## EXHIBIT A – TASK ORDER AGREEMENT



## ESTIMATE

Rizen Creative  
 314 S. 9th St. Suite 200  
 Boise, ID 83702  
[www.rizencreative.com](http://www.rizencreative.com)

TEL. 208-938-5583

Meridian Development Corp  
 104 East Fairview Avenue  
 #239  
 Meridian, ID 83642  
**Attn:**

**Date:** May 18 2016

**Title:** Window Decal **Estimate #:** 6856

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$1,575.00</b>
Design 2 concepts of window decals for Meridian businesses to promote Wifi designated areas. Client to choose 1 for production. Exact quantity tbd.	
Pricing at \$150 per hour, 10.5 hours.	
Project Administration	\$225.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Concept Development	\$150.00
Rizen team to brainstorm and concept approach to adapt existing brand elements to fit project.	
Design & Layout	\$750.00
Develop 2 design concepts for client to choose from.	
Client Revisions	\$150.00
Client revisions, as needed.	
Final File Preparation	\$150.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$150.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	



## ESTIMATE

Rizen Creative  
 314 S. 9th St. Suite 200  
 Boise, ID 83702  
[www.rizencreative.com](http://www.rizencreative.com)

TEL. 208-938-5583

**Date:** May 18 2016

**Title:** Window Decal **Estimate #:** 6856

Scope Of Work	Cost
<b>External Expenses</b>	<b>\$259.00</b>
Printing Trademark recommends 10" x 6" adhesive vinyl window decals to indicate WiFi designated locations throughout the downtown Meridian area. Materials to be adhesive vinyl. -OPTION A: QTY (50) decals. Total: \$259.00 - OPTION B: QTY (100) decals. Total: \$462.00	\$259.00
<b>Total</b>	<b>\$1,834.00</b>

### Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

Signature

Print Signatory Name

Date

Approved to proceed. Have read and agreed to terms and conditions.



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

**TASK ORDER AGREEMENT PURSUANT TO PROFESSIONAL SERVICES AGREEMENT  
~ MARKETING SERVICES ~**

This is 2016 Task Order 4 for Window Identifiers (TO4) is executed pursuant and subject to the Professional Services Agreement for Marketing Services between Rizen Creative, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated May 13, 2015 (Agreement).

**WHEREAS**, MDC and Consultant entered into the Agreement to provide Marketing Services and the Agreement requires that future work be performed pursuant to an individual Task Order (TO).

**WHEREAS**, the Parties desire to execute this TO4 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 TO4 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO4 shall be effective the 28th day of September, 2016.

MERIDIAN DEVELOPMENT CORPORATION

RIZEN CREATIVE, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jim Escobar

Printed Name: Ron Baker

Title: Board Chair

Title: Principal

Attest: \_\_\_\_\_

Dave Winder, Secretary

## Exhibit A - Scope of Work

1



### **ESTIMATE**

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
[www.rizencreative.com](http://www.rizencreative.com)

TEL. 208-938-5583

Meridian Development Corp  
104 East Fairview Avenue  
#239  
Meridian, ID 83642  
Attn:

Date: May 18 2016

Title: Window Decal Estimate #: 6856

Scope Of Work	Cost
<b>Agency Services</b>	<b>\$1,575.00</b>
Design 2 concepts of window decals for Meridian businesses to promote Wifi designated areas. Client to choose 1 for production. Exact quantity tbd.	
Pricing at \$150 per hour, 10.5 hours.	
Project Administration	\$225.00
Serve as main point of contact for all client interactions and act as a liaison to Rizen's design team and the selected sign partner.	
Concept Development	\$150.00
Rizen team to brainstorm and concept approach to adapt existing brand elements to fit project.	
Design & Layout	\$750.00
Develop 2 design concepts for client to choose from.	
Client Revisions	\$150.00
Client revisions, as needed.	
Final File Preparation	\$150.00
Preparation, formatting and/or packaging of final files to sign manufacturer.	
Press Supervision	\$150.00
Rizen team to oversee sign partner, press check onsite to ensure quality product is produced.	



## ESTIMATE

Rizen Creative  
314 S. 9th St. Suite 200  
Boise, ID 83702  
www.rizencreative.com

TEL. 208-938-5583

Date: May 18 2016

Title: Window Decal Estimate #: 6856

Scope Of Work	Cost
<b>External Expenses</b>	<b>\$259.00</b>
Printing	\$259.00
Trademark recommends 10" x 6" adhesive vinyl window decals to indicate WiFi designated locations throughout the downtown Meridian area. Materials to be adhesive vinyl.	
-OPTION A: QTY (50) decals. Total: \$259.00	
- OPTION B: QTY (100) decals. Total: \$462.00	
<b>Total</b>	<b>\$1,834.00</b>

### Terms & Conditions

This price quotation will be honored for 30 days from the day it was sent.

All estimates may vary +/-10%. Any deviation from original project scope as described in the overview in this document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in price changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

Signature

Print Signatory Name

Date

Approved to proceed. Have read and agreed to terms and conditions.

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

**Resolution No. 16-046**

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  
NUMBER FOUR FOR WINDOW IDENTIFIER DESIGN  
UNDER THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE MERIDIAN DEVELOPMENT  
CORPORATION ("MDC") AND RIZEN CREATIVE, INC.  
("CONSULTANT"); 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 entered into a Professional Services Agreement ("Agreement") between MDC and CONSULTANT dated May 13th 2015;

WHEREAS, the 2016 Task Order (TO4) agreement attached hereto as Exhibit A is issued pursuant and subject to the terms and conditions of the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of TO4 attached as Exhibit A and the execution of TO4 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 of TO4 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That TO4 be and the same hereby is approved pursuant to and under the terms of the Agreement between MDC and Consultant dated May 13<sup>th</sup>, 2015 and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO4 agreement.

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 TO4 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the TO4, and any necessary technical changes to the TO4, 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 September 28th, 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 September 28th, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this September 28th, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## EXHIBIT A – TASK ORDER AGREEMENT



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

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

**DOWNTOWN FAÇADE IMPROVEMENT PROGRAM  
GRANT APPLICATION**

**Date Submitted:** \_\_\_\_\_

**Total Project Cost: \$** \_\_\_\_\_

**Amount of Grant Requested \$** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Address of Property To Be Improved:** \_\_\_\_\_

**Applicant Mailing Address:** \_\_\_\_\_

**Applicant Phone Number(s):** \_\_\_\_\_

**Applicant Email Address:** \_\_\_\_\_

**Business Owner Name(s):** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Website:** \_\_\_\_\_

**Business is a (check one):** ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

**Applicant and Property Owner income and property taxes are current (check one):**  
☐ Yes ☐ No

**Applicant's interest is (check one):** ☐ Owner ☐ Renter of the property to be improved.

**If Applicant is Renter:**

Property Owner Name: \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Property Owner Phone: \_\_\_\_\_

Property Owner E-mail Address: \_\_\_\_\_

Date current lease term expires: \_\_\_\_\_

Applicant is in compliance with current lease: ☐ Yes ☐ No (Attach Explanation)

**Building Dimensions:**

Frontage: \_\_\_\_\_  
Depth: \_\_\_\_\_  
Height: \_\_\_\_\_  
Number of Floors: \_\_\_\_\_

**Improvements for which grant funds are requested (check all that apply):**

- ☐ Exterior Signage
- ☐ Restoration of Architectural Details
- ☐ Accessible Entrance
- ☐ Exterior Lighting
- ☐ Storefront Windows
- ☐ Exterior Paneling/Siding
- ☐ Add Architectural Details
- ☐ Exterior Painting
- ☐ Storefront Door
- ☐ Awning/Canopy
- ☐ Other

**In separate attachment(s), provide ALL of the following to be considered a complete application [or provide a written explanation as to why they cannot be provided at this time]:**

1. Detailed description of the improvement(s) for which grant funds are requested
2. Detailed description of the property, including the history of the property, original construction date, any major remodels, previous uses, current use, whether the property is a designated historic site
3. Photos, historical and current
4. Any documentation of historical designation
5. **Description of public purpose or benefit to result from the proposed improvement. This is the *principal and primary factor* in evaluating use of MDC funds. The primary benefit derived from the project must be to the public and not the private applicant. *The Applicant is responsible to provide a sufficient explanation in their application of how their project primarily benefits the public.***
6. Any available plans, elevations, sketches, dimensional drawings, architectural renderings, architectural and/or engineering drawings and dimensions of the proposed improvements
7. Project budget, cost estimate(s) for each improvement and project financing plan
8. Name and contact information of proposed contractor, architect, etc.
9. Proposed project schedule, including start date and completion date

**Certification:**

I, \_\_\_\_\_, hereby certify that:

1. I currently have sufficient funds or financing available to fully complete the façade improvement project for which I am requesting partial funding.
2. I understand that the use of Meridian Development Corporation (MDC) funds for this proposed project requires strict adherence to the specific restrictions and regulations pertaining to such funds. If selected for funding, I agree to comply in all respects with any and all applicable local, state and federal laws and regulations applicable to receipt and use of those funds and to the terms and conditions of any Participation Agreement between MDC and the Applicant.
3. I understand that if this proposed project is approved for partial cost reimbursement with MDC funds, I will be required to enter into a separate written Participation Agreement with MDC establishing the specific terms and conditions of using these funds for façade improvements as approved by MDC. Any approval an Application is contingent upon execution of the Participation Agreement by the Applicant and Property Owner and MDC.
4. I understand that all work requested for reimbursement must be approved **before** the actual work requested for reimbursement is started and completed.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant Name (Print):** \_\_\_\_\_

**Property Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Property Owner Name (Print):** \_\_\_\_\_

If you have any questions regarding this application or to schedule a meeting to discuss this program, please contact MDC Administrator Ashley Squyres at 208-477-1632.

**Please return all completed application materials by mail to:**

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

**Or**

**By email to:** meridiandevelopmentcorp@gmail.com

## **FAÇADE IMPROVEMENT PROGRAM GRANT REQUIREMENTS**

The Meridian Development Corporation envisions a restored and revitalized downtown with vibrant, profitable businesses in a fun and exciting place for people to shop, do business and enjoy themselves. To improve and maintain the historic character of buildings and create a visual sense of place in downtown Meridian, property owners or business applicants may apply for grant funds to partially reimburse certain projects as described below. MDC is not required to approve any application or any amount. MDC, in its sole discretion, evaluates the applications in light of its goals, priorities, objectives and available funds.

### **1. Grant Program Specifics**

In Fiscal Year 2017, beginning on October 01, 2016 and ending September 30, 2017, MDC has allocated \$60,000 in general fund dollars toward this façade improvement program. While all properties in the urban renewal district boundary will be accepted and considered for this program, those properties that have been targeted for FY2017 are those bounded by Pine Street to the north; Second Street to the east; Meridian Road to the west and Broadway Avenue to the south.

MDC's goal is to fund multiple projects. Funding available under this program may be used for project design and actual construction costs to complete the façade improvement identified within the submitted application. If MDC, in its sole discretion, determines that the specific scope of the façade improvement project proposed provides more than an ancillary benefit to the private applicant, or, despite some public benefit, that its primary purpose is for private benefit, then MDC may deny an application in whole or in part.

### **2. Eligible Applicants**

Building owners or their representatives are the eligible, as well as business tenants with the written approval of the building owner.

### **3. Façade Improvement Eligibility Requirements**

- A. Proposed improvements to the building exterior, visible from or fronting on a public street or alley may be eligible for this funding.
- B. Eligible project costs include, but are not necessarily limited to: architectural and/or engineering services, the building façade from the grade up, including structural modifications, windows, casements, doors and doorways, canopy, awnings, signs, design details, fire escapes, power, drains, curtain wall assemblies, parapets, cornices, moldings, tiles and other design details, coatings and sealants, etc.
- C. Property owners must be up-to-date on all taxes prior to participation in the program.
- D. Applicant must comply with all federal, state, and local laws and regulations pertaining to licensing, permits, building codes, zoning requirements, and receipt and use of these funds. Applicant shall be responsible for identifying and complying with all such requirements, including any cost or consequence to Applicant of compliance with such requirements prior to participation in this program.

- E. The obligation to obtain all necessary governmental permits and approvals shall at all times remain the sole responsibility of the Applicant.

#### **4. General Criteria for Selection of Projects**

- A. Buildings located within the Meridian Development Corporation's Urban Renewal Area are eligible for these programs. *Please note: Meridian Development Corporation will focus on a specific area annually. Proposals for projects that are within this annually designated focus area will be given more favorable consideration in the evaluation process.*
- B. Projects must be designed following and must be compliant with all Meridian City Code requirements in all respects, including, where applicable, current Meridian Downtown Design Guidelines. The street level should be pedestrian friendly with abundant windows, inviting entrances and with awnings or canopies sheltering the sidewalk. Projects may uncover, retain or preserve the original design for store-fronts, windows, and entrances. Design for individual buildings should not ignore the surrounding structures and should seek to install or preserve elements that link buildings together with a block and across the street, such as height, cornices, window patterns or materials.
- C. Energy conservation should be considered when modifying or replacing windows and doors.
- D. Prior to the execution of a Participation Agreement and funding of a proposed façade improvement project, the application may be sent by MDC for preliminary review comment, or approval to the following agencies: the Idaho State Historic Preservation Office, the City of Meridian Historic Preservation Commission, or the City of Meridian Planning and Zoning and/or Community Development Department. The obligation to obtain all necessary governmental permits and approvals shall at all times remain the sole responsibility of the Applicant.

#### **5. MDC Requirements and Discretion**

- A. The Participation Agreement with a selected Applicant will contain terms and provisions requiring that the Applicant comply with the applicable goals, policies and objectives of MDC as contained in MDC's Urban Renewal Plan..
- B. Whether to approve a specific application and the amount funds approved for a particular project is within the complete discretion of MDC. In accordance with the factors described at the end of this paragraph, MDC may deny and application in whole or in part, approve something less than the amount requested or establish caps or limitations on the amount of funds that may be approved per application or type of application. MDC will generally attempt to reimburse the Applicant for up to fifty percent (50%) of the total project cost. However, the Board may modify this percentage based on various factors which include, but are not limited to, available funding, the number of applications received, the strength of the application and MDC's goals, priorities and policies in a particular fiscal year.

### FAÇADE IMPROVEMENT EVALUATION CRITERIA

All applicants will be scored on the criteria listed below. A minimum score of 70% is required to be eligible for funding.

EVALUATION CRITERIA	GENERAL FUNDS [% of Total Score]
Historical Structure	5%
Target Area	10%
Public Benefit	45%
Cost to Benefit	10%
Eradication of Slum and Blight	20%
Individual applicant vs. joint applicants	5%
Other	5%
<b>Total</b>	<b>100%</b>



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

**RESOLUTION NO. 16-047**  
**FAÇADE IMPROVEMENT APPLICATION**

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 FAÇADE  
IMPROVEMENT APPLICATION FORM FOR FISCAL YEAR  
2016-2017 ATTACHED HERETO AS EXHIBIT A  
("APPLICATION"), FOR USE BY MDC IN THE FAÇADE  
IMPROVEMENT PROGRAM; AUTHORIZING THE  
ADMINISTRATOR TO UTILIZE AND IMPLEMENT THE  
APPLICATION; 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;

RESOLUTION NO. 16-047 Façade Improvement Application Form

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, MDC desires to continue its façade improvement program for Fiscal Year 2016-2017 and utilize the attached Application form for those that wish to request consideration and participate in the program; and

WHEREAS, the Board of Commissioners finds that the program and the attached Application are in the public interest and that it is in the best public interest to approve the Application.

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 approves the Application attached as Exhibit A for use in FY 2016-2017 façade improvement program.
- Section 3: That the Board finds that the façade improvement program and the use of the Application in the program conforms with the goals and objectives of MDC and 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 Administrator of MDC is hereby authorized to utilize the Application in the façade improvement program for FY 2016-2017 subject to the comments and discussions received at the September 28th, 2016 MDC Board meeting 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 September 28th, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 28<sup>th</sup> day of September, 2016.

APPROVED:

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

## Exhibit A



**MERIDIAN**  
development corp.  
REVIVE • RENEW • REDEFINE

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**DOWNTOWN PARKING, TRANSPORTATION AND STREETSCAPE  
SUBCOMMITTEE MEETING MINUTES  
September 21, 2016 at 4pm  
Meridian City Hall, City Council Conference Room**

Attendees: Ashley Squyres, Keith Bird, Dan Basalone, Sgt. Matt Parsons, Brian McClure, Cody Homan, Caleb Hood, David Ballard, Tammy de Weerd, Eric Jensen

**1. Pine Avenue Update [Cody/Justin/Caleb/Ashley]**

Cody discussed what items are planned for in ACHD's contract for the landscaping [sod and sprinklers] and trees will be in Meridian Park's contract. Discussions included whether or not to restripe parking spaces on Pine; no resolution yet. The Land Group [Meridian Parks consultant] is putting together three concepts for the bulb-outs at Pine/East Second and Pine/East Third. Parks will provide options to MDC as soon as possible as these may impact budget.

**2. Downtown Code Enforcement Update [Meridian Police]**

Sargent Matt Parsons updated the committee on the code enforcement situation for downtown Meridian. As of now, responsibilities are rotated between four different officers. Officers have written fewer tickets and have worked towards more face-to-face communications with business owners. Due to the geographical vastness of the downtown district, and due to officers duties including much more than parking, at this time officers are only able to make a couple of parking sweeps. The city is in the process of hiring an additional officer and hope to have hired and trained as soon as possible. Code enforcement is also working on weed abatement in front of the Frontier Tire and Idaho Truss companies, both of which are on UPRR property.

**3. Idaho Avenue Update [Caleb]**

Caleb discussed the need to close out the project in October between the City and MDC.

**4. Green Storm Water Infrastructure [Brian]**

Brian discussed the letter of support the Mayor sent ACHD regarding encouraging the ability to test out green storm water practices.

**5. Bike Map Update [Dan]**

Dan let the group know the map is close to being finalized.

**6. VRT Update [Tod]**

VRT was unable to attend the meeting but Caleb provided an update. He stated that the

Harvest Transit program start date is delayed until December 2016. The van procurement process has taken longer than anticipated.

## **7. Other**

A discussion was had regarding the ability of MDC to remove the Idaho Truss structure which is blighted, cleaning up of the lot and creating additional parking in downtown on the site.



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## **UPCOMING MDC COMMITTEE AND OTHER MEETINGS**

### October 04, 2016:

Who: Executive Committee Meeting  
When: 7:30am  
Where: Ed's 50's Diner

### October 05, 2016:

Who: Property Committee Meeting  
When: 3:30-5pm  
Where: City Hall, City Council Conference Room

### October 06, 2016:

Who: Chamber Economic Development Committee Meeting  
When: Noon  
Where: ICCU on Overland Road

### October 10, 2016:

Who: Public Relations Committee Meeting  
When: 2:30pm  
Where: City Hall, City Council Conference Room