

# MERIDIAN

development corp.

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

**MEETING AGENDA**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, February 22, 2017, 4:00pm**  
**Meridian City Hall, City Council Conference Room**  
**33 East Broadway Avenue - Meridian, Idaho**

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

**2. Roll-call Attendance [Escobar]:**

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

\_\_\_\_\_ Keith Bird – Member  
\_\_\_\_\_ Callie Zamzow – Member  
\_\_\_\_\_ Tammy de Weerd – Member  
\_\_\_\_\_ Nathan Mueller – Member  
\_\_\_\_\_ Rob McCarvel – Member  
\_\_\_\_\_ Rick Ritter – Member  
  
\_\_\_\_\_ Todd Lakey – Counsel  
\_\_\_\_\_ Ashley Squyres – Administrator

**3. Confirm Agenda [Escobar]:**

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

- a. Approve Minutes of the February 08, 2017 Regular Meeting
- b. Approve January 2017 Notice of Bills Paid and Financials

**ACTION AND PRESENTATION ITEMS**

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

**6. FY2017 Downtown Tree Replacement Presentation by Meridian Parks and Recreation [Elroy Huff]**

**7. Consideration of Approval of a Development Agreement with Novembrewhisky, LLC and Corresponding Resolution 16-064. The Board may go into Executive Session per Idaho Code Section 74-206(1)(d) to consider records that are exempt from disclosure as provided in Chapter 1, Title 74 Idaho Code. [Lakey]**

**8. Consideration of Approval of the Revised Façade Improvement Application for Team MC, LLC [Winder]**

**9. Consideration of Approval of the Façade Improvement Application for Cole Valley Christian School [Winder]**

**10. Election of Officers for March 2017 through February 2018 and Corresponding Resolution 17-003 [Escobar]**

**11. Consideration of Approval of an Amendment to the Forsgren Nine Mile Floodplain Study and Corresponding Resolution 17-004 [Squyres]**

**12. Consideration of Partnership with the City of Meridian to utilize unallocated CDBG funds towards downtown sidewalk projects [Basalone/Squyres/Caleb Hood]**

**DISCUSSION ITEMS**

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

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

**15. Public Relations Committee Update [Mueller]**

**16. Ten Mile Urban Renewal District Update [Squyres/Lakey]**

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

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

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

**20. Chairman's Report**

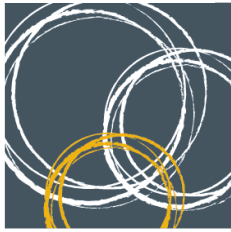
**21. Public Comment**

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

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

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





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**MEETING AGENDA**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, February 08, 2017, 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>O</u>	Dave Winder– Secretary/Treasurer	<u>O</u>	Tammy de Weerd – Member
		<u>X</u>	Nathan Mueller – Member
		<u>X</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 Bird and seconded by Commissioner Basalone 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 January 25, 2017 Regular Meeting**
- b. Approve January 2017 Administrator's Report**

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

ALL AYES.

**ACTION AND PRESENTATION ITEMS**

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

Scott Turlington provided an update on a piece of draft legislation aimed at urban renewal. The draft bill was printed yesterday and does not have a bill number yet. The legislation is

Agenda for the Meridian Development Corporation Board Meeting – February 08, 2017

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

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

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.

addressing at areas of last year's urban renewal legislation that is governed by rules rather than statute. It focuses on lands annexed into a district and a modification of a plan. The author of the bill wishes these rules to become statute. Scott does not believe it changes anything for MDC and an initial hearing will be held next week.

**6. Consideration of Approval of the Phase One Owner Participation Agreement with Brighton Corporation in the Ten Mile Urban Renewal District and Corresponding Resolution 16-063 [Lakey]**

Counsel Lakey reviewed the last changes to the OPA with the board, which included the identification of all of the property owners and identifying Ten Mile Crossing as the entity who will receive the reimbursement. Lakey reminded the board that the risk is on the developer and they may not be enough increment generated to pay back the approved infrastructure costs. The phase one OPA covers 26 total parcels and 130-acres. Jon Wardle of Brighton Corporation stated that he is comfortable with the final agreement modifications. Commissioners expressed their appreciation of Counsel Lakey and Administrator Squyres regarding the executing of this agreement. A motion was made by Commissioner Bird and seconded by Commissioner Basalone to approve the Phase One OPA.

ALL AYES.

**7. Consideration of Approval of a Development Agreement with Novembrewhisky, LLC and Corresponding Resolution 16-064 [Lakey]**

Due to a conflict of interest, Chairman Escobar recused himself and turned the meeting over to Vice Chairman Basalone. Counsel Lakey gave a brief update as to the discussions with Josh Evarts and that the Development Agreement will be ready for board review at the next meeting.

**8. Consideration of Approval for Funding of the Meridian Arts Commission's Request for Traffic Box Art Wraps for FY2017 and Corresponding Resolution 17-002 [Squyres/Lakey]**

Administrator Squyres reviewed the MOA with the board. Hillary Bodnar stated there will be five total locations that will be wrapped out of the list provided to the board. Todd reviewed the reimbursement agreement for the \$5,000. Commissioner Basalone thanked Hillary for all of her hard work on this. A motion was made by Commissioner Basalone and seconded by Commissioner Bird to approve the \$5,000 for the traffic box wraps.

ALL AYES.

**9. Consideration of Approval of the Downtown Kiosk Design by Rizen Creative [Zamzow]**

Commissioner Zamzow reviewed the kiosk concept with the board. Administrator Squyres stated this concept has been vetted with the MDBA leadership as well. A motion was made by Commissioner Zamzow and seconded by Commissioner Bird to approve the design.

ALL AYES.

**DISCUSSION ITEMS**

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

Commissioner Basalone reviewed the committee meeting notes with the board. Administrator Squyres presented additional information about the CDBG funding and Pine Avenue.

**11. Ten Mile Urban Renewal District Update [Squyres/Lakey]**

No further report needed.

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

Administrator Squyres reviewed the upcoming 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.

Administrator Squyres reminded the board that board elections will be held at the next meeting.

**15. Chairman's Report**

Bruce Chatterton thanked Todd and Ashley for their work on the Ten Mile project. Commissioner Bird discussed ACHD's efforts for snow removal.

**16. Public Comment**

No public comment.

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

At 8:32am, a motion was made by Commissioner Bird and seconded by Commissioner Zamzow to adjourn the meeting.

ALL AYES.

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Jim Escobar, Chairman

**MERIDIAN DEVELOPMENT CORPORATION**

**FINANCIAL STATEMENTS**

**JANUARY 31, 2017**

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**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 January 31, 2017, and the related statement of revenues, expenditures, and changes in fund balance – budget and actual for the period from October 1, 2016 through January 31, 2017, for the general fund and ten mile district 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 and ten mile district 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.

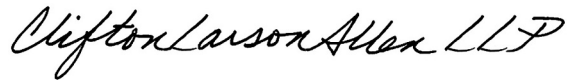
The accompanying annual budget information of Meridian Development Corporation for the year ending September 30, 2017, that is presented in comparison with the historical statement of revenues, expenditures, and changes in fund balance has not been compiled or examined by us, and, accordingly, we do 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.

**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 responsibility 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 cursive script that reads "CliftonLarsonAllen LLP".

**CliftonLarsonAllen LLP**

Boise, Idaho  
February 16, 2017

**MERIDIAN DEVELOPMENT CORPORATION**  
**BALANCE SHEET – GOVERNMENTAL FUNDS**  
**JANUARY 31, 2017**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

**ASSETS**

Cash and Cash Equivalents, Unrestricted	\$ 769,483
Other Receivable	280
Property Tax Receivable	1,200,070
Prepaid Expenses	1,845
Total Assets	<u><u>\$ 1,971,678</u></u>

**LIABILITIES AND FUND BALANCE**

**LIABILITIES**

Accounts Payable	\$ -
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**DEFERRED INFLOWS**

Advanced Revenues - Property Taxes	1,200,070
Total Liabilities and Deferred Inflows	<u>1,200,070</u>

**FUND BALANCE**

Nonspendable	2,125
Restricted	769,483
Total Fund Balance	<u><u>771,608</u></u>

Total Liabilities, Deferred Inflows, and Fund Balance	<u><u>\$ 1,971,678</u></u>
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**MERIDIAN DEVELOPMENT CORPORATION**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –**  
**BUDGET AND ACTUAL**  
**FOUR MONTH PERIOD ENDED JANUARY 31, 2017**  
(SEE ACCOUNTANTS' COMPILATION REPORT)

	Annual Budget	Year to Date Actual	Variance
<b>REVENUE</b>			
General Property Tax Revenue	\$ 883,000	\$ 6,253	\$ 876,747
Interest Earnings	2,000	1,246	754
Grant Revenues	42,500	-	42,500
Other Revenue	1,274	368	906
Revolving Line of Credit	100,000	-	100,000
Total Revenue	<u>1,028,774</u>	<u>7,867</u>	<u>1,020,907</u>
<b>EXPENDITURES</b>			
Office and Operating Expense	50,509	22,180	28,329
Professional Services, Surveys, and Studies	217,500	70,029	147,471
Public Education and Marketing	35,000	2,942	32,058
Debt Service:			
Principal	94,968	33,883	61,085
Interest	29,862	7,728	22,134
Revolving Line of Credit	100,000	-	100,000
Capital Outlay	<u>1,309,580</u>	<u>15,574</u>	<u>1,294,006</u>
Total Expenditures	<u>1,837,419</u>	<u>152,336</u>	<u>1,685,083</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>			
<b>EXPENDITURES</b>	(808,645)	(144,469)	(664,176)
Fund Balance - Beginning	<u>879,285</u>	<u>916,077</u>	<u>(36,792)</u>
<b>FUND BALANCE - ENDING</b>	<u><u>\$ 70,640</u></u>	<u><u>\$ 771,608</u></u>	<u><u>\$ (700,968)</u></u>

## **SUPPLEMENTARY INFORMATION**

**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL**  
**ONE MONTH AND FOUR MONTH PERIODS ENDED JANUARY 31, 2017**  
**(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	883,000	-	6,253	876,747	99%	887,546
Interest Earnings	2,000	50	1,246	754	38%	3,135
Copier Cost-sharing with TVCC	1,250	105	368	882	71%	2,251
Revolving Line of Credit	100,000	-	-	100,000	100%	-
Grant Revenue	42,500	-	-	42,500	100%	-
Compass/VRT Revenue	-	-	-	-	0%	2,635
Beginning Fund Balance	879,285	-	-	879,285	100%	-
<b>TOTAL REVENUES AND AVAILABLE CASH</b>	<b>1,908,059</b>	<b>155</b>	<b>7,867</b>	<b>1,900,192</b>	<b>100%</b>	<b>895,567</b>
<b>CONTRACTUAL OBLIGATIONS</b>						
<b><u>Professional Services</u></b>						
Administrator Services - General Fund	90,000	7,500	22,500	67,500	75%	90,000
Administrator Services - Ten Mile	10,000	-	-	10,000	100%	-
Public Relations/Marketing - General Fund	35,000	150	2,942	32,058	92%	6,338
Legal Services - General Fund	50,000	8,237	15,091	34,909	70%	23,964
Legal Services - Ten Mile	10,000	448	700	9,300	93%	12,474
Legislative Services - General Fund	17,500	2,500	10,000	7,500	43%	17,500
Audit Services - General Fund	15,000	14,000	14,000	1,000	7%	13,600
Accounting Services - General Fund	23,000	1,200	7,738	15,262	66%	25,694
Accounting Services - Ten Mile	2,000	-	-	2,000	100%	-
Total Professional Services	252,500	34,035	72,971	179,529	71%	189,570
<b><u>Operational Expenses</u></b>						
ICRMP - Insurance Premiums/Claims	1,772	148	591	1,181	67%	1,773
Partnerships - Valley Regional Transit	3,215	-	3,295	(80)	-2%	3,215
Partnerships - City of Meridian, Concerts on Broadway	10,000	-	-	10,000	100%	10,000
Irrigation Taxes	150	-	78	72	48%	146
Legal Notices/Publications	1,700	68	680	1,020	60%	1,481
Grounds Maintenance - 713 N Main	-	-	153	(153)	0%	462
Grounds Maintenance - Compass/VRT	4,000	4,691	5,036	(1,036)	-26%	3,666
Grounds Maintenance - 703 N Main	-	-	205	(205)	0%	829
Debt Service - Revolving Line of Credit	100,000	-	-	100,000	100%	-
Debt Service - Principal Payments - WT	94,968	8,512	33,883	61,085	64%	99,145
Debt Service - Interest Payments - WT	29,862	1,891	7,728	22,134	74%	25,687
Debt Service - Copier Lease	2,148	178	703	1,445	67%	2,106
Total Operational Expenses	247,815	15,488	52,352	195,463	79%	148,510
<b><u>On Going Expenses</u></b>						
Software Maintenance/License	1,260	327	1,308	(48)	-4%	2,382
Utilities - 713 N. Main	-	-	-	-	0%	1,066
Building Maintenance 703 & 713 N Main	5,000	259	601	4,399	88%	10,924
Parking Lot Maintenance 703 & 713 N Main	1,350	6,940	6,940	(5,590)	-414%	1,413
WIFI - 703 N Main	2,064	199	799	1,265	61%	1,605
Electronics Expense - General Fund	4,500	350	1,015	3,485	77%	3,350
Printing - 703 N. Main	1,250	-	-	1,250	100%	2,054
Office Expense - General	300	-	191	109	36%	285
Meeting Expense	400	12	110	290	73%	160
Leadership Conference	900	-	-	900	100%	688
Travel Expenses	1,000	-	-	1,000	100%	1,160
Postage & Mailings	200	-	-	200	100%	62
Bank Fees	300	-	-	300	100%	500
Mason Parking	1,350	65	130	1,220	90%	1,406
Total On Going Expenses	19,874	8,152	11,094	8,780	44%	27,055
<b>REVENUE LESS CONTRACTUAL OBLIGATIONS</b>	<b>1,387,870</b>	<b>(57,520)</b>	<b>(128,550)</b>	<b>1,516,420</b>	<b>109%</b>	<b>530,432</b>

**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL (CONTINUED)**  
**ONE MONTH AND FOUR MONTH PERIODS ENDED JANUARY 31, 2017**  
**(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><u>Operational Expenses</u></b>						
Advertising/Promotional/Publications	\$ 1,000	\$ -	\$ -	\$ 1,000	100%	\$ -
Training	5,000	-	-	5,000	100%	162
Dues & Subscriptions	1,650	275	345	1,305	79%	1,390
Total Operational Expenses	7,650	275	345	7,305	95%	1,552
<b>CAPITAL EXPENDITURES</b>						
Partnership w/ City Parks - Downtown Tree Replacement	25,000	-	-	25,000	100%	25,000
Partnership w/ City Arts Commission - Utility Box Art	5,000	-	-	5,000	100%	5,127
Partnership w/ West Ada School District - Walking Tour Transportation	5,000	-	5,000	-	0%	-
Destination Downtown Banners	5,000	-	-	5,000	100%	2,322
Special Projects	225,785	-	2,485	223,300	99%	106,963
Main Street Lighting Phase II (Survey & Design)	35,000	2,845	2,845	32,155	92%	-
Pine Avenue	460,550	-	-	460,550	100%	-
Alleyway between 703 and 713 North Main Street	2,500	-	-	2,500	100%	-
Nine-Mile Floodplain	20,000	2,125	2,125	17,875	89%	-
Entrance Signs at Downtown Meridian	180,000	-	-	180,000	100%	-
Downtown Kiosks	9,245	-	-	9,245	100%	6,587
Directional Signage Plan Implementation	50,000	-	-	50,000	100%	4,585
Partnership w/ City - Youth Farmer's Market	5,000	-	-	5,000	100%	5,000
Window Replacement for 713 North Main Street	11,000	-	-	11,000	100%	-
Tenant/Façade Improvements for 703 North Main Street	25,000	-	-	25,000	100%	-
East 2.5 Street Improvements - Construction	140,000	-	-	140,000	100%	-
Signage on Meridian and Cherry Lane	20,000	-	-	20,000	100%	-
Old Town Street Sign Project	4,500	-	-	4,500	100%	-
Unwired City Promotion	2,000	-	-	2,000	100%	-
Creation of Downtown Video	10,000	-	-	10,000	100%	-
Bike Map Printing	5,000	-	3,119	1,881	38%	-
Bike Repair Shop	4,000	-	-	4,000	100%	3,995
Façade Improvement Program	60,000	-	-	60,000	100%	29,766
Idaho Avenue Lighter Quicker Cheaper Project	-	-	-	-	0%	11,717
Main Street Island Banners and Flower Baskets	-	-	-	-	0%	15,000
SCP - Multi Purpose Center Polling Costs	-	-	-	-	0%	16,200
Total Capital Expenditures	1,309,580	4,970	15,574	1,294,006	99%	232,262
<b>FUND BALANCE RESERVE</b>	70,640	-	-	70,640	100%	-
<b>TOTAL EXPENDITURES</b>	1,908,059	62,920	152,336	1,755,723	92%	598,949
<b>NET EFFECT FUND BALANCE</b>	\$ -	\$ (62,765)	\$ (144,469)	\$ 144,469	0%	\$ 296,618

	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	July 2017	Aug 2017	Sep 2017	Total
<b>OPERATING REVENUE</b>													
General Property Tax Revenue	\$ 89	\$ 2,918	\$ 3,424										\$ 6,431
Copier Cost-sharing with TVCC	-	-	85	105									190
Compass/VRT Revenue	-	-											-
Interest Earnings	59	733	404	50									1,246
Total Operating Revenue	148	3,651	3,913	155	-	-	-	-	-	-	-	-	7,867
<b>EXPENDITURES</b>													
Office Expense	191	-	-										191
Ground Maintenance	306	176	221	4,691									5,394
Parking Lot Maintenance	-	-	-	6,940									6,940
Partnerships - Broadway	-	-	-	-									-
Software Maintenance/License	117	747	117	327									1,308
Electronics Expense	100	300	265	350									1,015
Legislative Services	2,500	2,500	2,500	2,500									10,000
Audit & Accounting Services	-	4,200	2,338	15,200									21,738
Administrator Services	-	7,500	7,500	7,500									22,500
Contracted Legal Services	-	7,106	-	8,685									15,791
Wifi - 703 N Main	199	-	401	199									799
Postage and Mailings	-	-	-	-									-
Meeting Expense	15	71	12	12									110
Leadership Conference	-	-	-	-									-
Travel Expenses	-	-	-	-									-
Legal Notices/Publications	612	-	-	68									680
Public Education/Marketing	-	1,667	1,125	150									2,942
ICRMP-Insurance Prem/Claims	148	148	147	148									591
Printing	-	-	-	-									-
Dues and Subscriptions	-	35	35	275									345
Bank Fees, Charges	-	-	-	-									-
Principal Payments	8,430	8,457	8,484	8,512									33,883
Interest Expense	1,973	1,946	1,918	1,891									7,728
Debt Service - Copier Lease	178	178	169	178									703
Valley Regional Transit	-	3,295	-	-									3,295
Training	-	-	-	-									-
Utilities	-	-	-	-									-
Repairs and Maintenance	-	342	-	259									601
Mason Parking Lot	65	-	-	65									130
Irrigation and Taxes	-	-	78	-									78
Downtown Kiosks	-	-	-	-									-
Bike Map Printing	-	3,119	-	-									3,119
Youth Farmer's Market	-	-	-	-									-
Façade Improvement	-	-	-	-									-
Directional Signage	-	-	-	-									-
Utility Box Art	-	-	-	-									-
Entrance Signs	-	-	-	-									-
East 2.5 Street Improvements	-	-	-	-									-
Special Projects	2,485	-	-	-									2,485
Destination Downtown Banner	-	-	-	-									-
Pine Ave	-	-	-	-									-
Main Steet Lighting Phase	-	-	-	2,845									2,845
Nine Mile Plain	-	-	-	2,125									2,125
Walking Tour Transportation	5,000	-	-	-									5,000
Downtown Tree Maintenance	-	-	-	-									

**MERIDIAN DEVELOPMENT CORPORATION**  
**SCHEDULE III – VENDOR PAYMENTS**  
**MONTH ENDED JANUARY 31, 2017**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**

Doc #	Vendor Name	Effective Date	Amount	Description
4486	AF Public Solutions	1/9/2017	\$ 7,500.00	Admin Services - December 2016
4484	Borton-Lahey Law	1/9/2017	4,620.00	Contracted Legal Services
4485	CliftonLarsonAllen	1/9/2017	1,410.00	Accounting Services & Abila Hosting Fee
4486	EideBailey	1/9/2017	14,000.00	2016 Audited Financial Statements
4487	Forsgren Association	1/9/2017	2,125.00	Nine Mile Creek Floodplain Study
4488	Meridian Chamber of Commerce	1/9/2017	275.00	Renewal annual membership dues
4489	Oxarc, Inc	1/9/2017	47.06	Fire Extinguisher annual maintenance - 703 Main
4492	PC Maintenance	1/9/2017	65.00	Quarterly Sweeping - 703 & 713 Main
4491 (V)	PC Maintenance	1/9/2017	65.00	Quarterly Sweeping - Compass/VRT
4490(V)	PC Maintenance	1/9/2017	65.00	Services for Masonic Lodge
	PC Maintenance	1/9/2017	1,077.50	Winter Services - 703 & 713 Main
	PC Maintenance	1/9/2017	90.00	Winter Services - 703 & 713 Main
	PC Maintenance	1/9/2017	1,649.00	Winter Services - Compass/VRT
	PC Maintenance	1/9/2017	1,224.00	Winter Services - Mason Lodge
	PC Maintenance	1/9/2017	152.25	Winter Services 703 & 713 Main
	PC Maintenance	1/9/2017	180.00	Winter Services Mason Lodge
4493	Primus MG	1/9/2017	2,500.00	Government Relations Services - Jan 2017
4494	TFS Leasing	1/9/2017	178.07	Copier Lease - 703 Main
	TFS Leasing	1/9/2017	31.85	Property Tax - 703 Main
4495	The Network Operations	1/9/2017	150.00	unwired monthly support
4496	Tribute Media Inc	1/9/2017	100.00	Monthly silver support and hosting
4497	Valley Times, LLC	1/9/2017	68.16	Legal Notice - Q4 Fy 2016
4498	YMC Inc	1/9/2017	180.00	Labor Services T&M
4499	Borton-Lahey Law	1/23/2017	130.80	Legal Services 12/09/16 - 12/13/16
	Borton-Lahey Law	1/23/2017	3,934.00	Legal Services 12/14-16 - 1/03/17
4500	Galatin Public Affairs	1/23/2017	150.00	Consulting Fees - December
4501	Integra Telecom	1/23/2017	198.86	Wifi - 703 Main
4502	Keller Associations	1/23/2017	2,845.00	Historic Lighting Phase 7
4503	Meridian Chamber of Commerce	1/23/2017	12.00	Economic Development Committee
4506	PC Maintenance	1/23/2017	87.50	Liquid ice melt - 703/713 Main
4504 (V)	PC Maintenance	1/23/2017	182.50	Liquid ice melt - Compass.VRT
4505 (V)	PC Maintenance	1/23/2017	112.50	Liquid ice melt - Masonic Lodge
	PC Maintenance	1/23/2017	1,967.50	Winter Services - 703/713 Main
	PC Maintenance	1/23/2017	344.00	Winter Services - Compass/VRT
	PC Maintenance	1/23/2017	475.00	Winter Services - Compass/VRT
	PC Maintenance	1/23/2017	1,975.00	Winter Services - Compass/VRT
	PC Maintenance	1/23/2017	1,985.00	Winter Services - Masonic Lodge
4507	Tribute Media Inc	1/23/2017	100.00	Monthly silver support and hosting
4508	Washington Trust Bank	1/23/2017	10,402.47	February 2017 Loan payment
			<u>\$ 62,655.02</u>	



Elroy Huff, City Arborist  
February 22, 2017

# 2017 Downtown Tree Box Replacements Update





# Tree at Sunrise Restaurant Idaho Avenue Side





# Tree at Corner of Pine & Meridian Road



# Tree in Front of Blue Sky Bagels

## 126 E. Idaho Avenue



# Tree at Jackson's 66 E. State Street





## Tree at Meridian Mill



611 N. Main  
Street

## Tree in Front of Rick's Press Room



130 E. Idaho  
Avenue

**Tree at Old  
Frontier Tire  
Building**



**Tree at The  
Flower  
Place**



**614 N. Main  
Street**

**930 N. Main  
Street**

# ***DEVELOPMENT AGREEMENT***

BY AND BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION  
AND  
NOVEMBREWISKY PROPERTIES, LLC.

\_\_\_\_\_, 2017

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703 and 713 Development Project

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("DA") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between the MERIDIAN DEVELOPMENT CORPORATION, the urban renewal agency for the City of 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 NOVEMBREWISKY PROPERTIES, LLC., an Idaho limited liability company (referred to as "Participant"). Agency and Participant are collectively referred to as "Parties."

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### *RECITALS*

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 "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 Agency owns two parcels of real property generally described as 703 North Main Street and 713 North Main Street which are located within the downtown area of City of Meridian and within the Agency boundaries;

WHEREAS, the specific legal description for the property at 703 N. Main is attached hereto as Exhibit A and incorporated by reference herein;

WHEREAS, the specific legal description for the property at 713 N. Main is attached hereto as Exhibit B and incorporated by reference herein;

WHEREAS, the property located at 703 N. Main is being leased by the Treasure Valley Children's Theater and the property located at 713 N. Main is being leased by the Meridian Library District with both leases referencing the Agency's ability to provide notice of termination of the lease should the Agency desire to sell the properties for redevelopment;

WHEREAS, on the Agency issued a Request for Proposal regarding its two properties which requested proposals from interested persons and entities regarding the purchase, lease or development of the properties with the proposals to be submitted on September 16, 2016;

WHEREAS, the Participant was the only one to submit a proposal in response regarding the potential purchase, lease or use of the properties and Participant's Proposal is attached hereto as Exhibit C and incorporated by reference herein;

WHEREAS, the Agency desires to see the properties redevelopment in a timely manner and is willing to support timely redevelopment of their properties in accordance with the Agency's Plan;



WHEREAS, the property committee for the Agency and the Agency Board reviewed the proposal from the Participant and desired to pursue negotiations to enter an agreement with the Participant based on the Participant's proposal;

WHEREAS, the Participant proposes to construct a three-story commercial, office and residential building on the property located at 703 and if that is successful proposes to purchase and similarly develop the property located at 713 N. Main St.;

WHEREAS, based on the lack of proposals received and the goals and requirements of the Agency that are to be imposed on redevelopment of the properties so that it conforms with the Plan, the Agency recognizes that timely development of the properties in the desired manner is not commercially feasible without the assistance of the Agency;

WHEREAS, the Agency is willing to transfer the one or both properties to Participant for redevelopment in accordance with the terms of this DA and cover a portion of the costs associated with the redevelopment of the properties with the specific reimbursable Improvements listed in Exhibit D which is attached hereto and incorporated by reference herein;

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

WHEREAS, as a result of the Participant's commitment to proceed with the redevelopment of the properties, the Participant's commitment to comply with the terms of the Plan, and the Agency's commitment to work with the Participant as described herein, the Parties deem it necessary to enter into this DA to define their respective obligations;

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. Development Agreement

The purpose of this DA is to effectuate the Plan and a portion of the Meridian Urban Renewal Project (the "Urban Renewal Project") by providing for transfer of the 703 Property and the 713 Property to Participant and for reimbursement of certain improvements required by the Ada County Highway District ("ACHD"), the City of Meridian and the Agency. The specific "Improvements" that may be reimbursed are noted in Exhibit D and include such things as street improvements, sidewalks, curbs, gutters, ditches, utilities, street lights, demolition of existing structures, parking areas, landscaping and components of the building exterior that enable it to conform with downtown historic character. The timeline for Participant to complete the redevelopment of the 703 Property is set forth in Exhibit E attached hereto and incorporated by reference herein.

The development of the Site and construction of the reimbursable Improvements pursuant to this Agreement and the fulfillment of 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 December 31st 2019, or until the redevelopment of the 703 Property and the 713 Property is/are completed, whichever occurs first. This DA may be earlier terminated by the parties as provided herein and portions of this DA pertaining to the obligations of Participant shall survive expiration and termination of this DA.

B. The Plan

This Agreement is subject to the provisions of the Plan, initially approved by the City Council, pursuant to Ordinance No. 02-987 on December 3, 2002.

C. The Properties

The 703 Property and the 713 Property Site are located within the Urban Renewal Project Area. The more specific legal descriptions for the respective properties are attached to this Agreement as Exhibits A and B. The above noted properties may be referred to as the "Site."

D. 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 and the law, 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.

E. 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 Novembrewhisky Properties, LLC. an Idaho liability company. The principal address to be used for the Participant is 77 E. Idaho Ave., Meridian, Idaho 83642.

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 Agency on the reputation, past experience with and the business 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 importance to the City and the Agency. It is because of the qualifications and identity of the Participant and the nature of the Participant's 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.

F. Development

The Participant shall make reasonable efforts to proceed within the Scope and Schedule of Development as set forth within Exhibit E 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.

G. Transfer of Property

The Agency shall transfer its ownership interest in the 703 Property to Participant via warranty deed within \_\_\_\_ days of the execution of this DA. Any closing costs shared be shared equally by the Parties.

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H. Option

Agency hereby grants and Participant shall have an option to purchase the 713 Property for the sum of one dollar (\$1.00) and right of first refusal for said property until December 31, 2018, subject to the conditions noted herein. The Parties recognize that the 713 Property is currently leased to the Meridian Library and the parties desire to allow them to complete as much of the lease term as reasonably possible. The Parties recognize that Agency has the ability to seek proposals or list the property for sale during the time Participant holds the above described option. Participant may excise this option prior to Agency receiving a legitimate written offer to purchase the 713 Property. Once Agency receives such a written offer then Participant's option to purchase is extinguished. Agency shall notify Participant and provide a copy of the written offer. Participant shall have thirty (30) days from the date of the written notice of the offer to purchase the property for the amount of the offer. If Participant fails to timely purchase the property, then Agency may sell the property to the buyer without further notice to or the permission of the Participant. If a potential buyer that made such an offer does not purchase the property and the term of this Agreement has not yet expired, then Participant's option and right of first refusal shall be reinstated as if there had been no legitimate offer made to Agency.

Joshua Evarts 2/6/2017 1:17 PM

**Comment [1]:** I propose December 31, 2018

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If Participant desires to exercise its option it shall give written notice to Agency of Participant's desire to exercise this option to purchase and indicate a present ability to do so, which written notice shall be given by certified mail, return receipt requested, to

Agency on or before December 31, 2018. The notice from Participant must also include Participant's development plan for the property including the development timeline. A failure to provide said notice and attachments within the timeframe set forth herein shall cause this option to expire. In the event Participant delivers a proper notice desiring to exercise its option, then the Agency shall meet with the Participant to review its re-development plans for the property and the timeline for development. Agency has complete discretion on whether to accept the proposed development plans and timeline. If the Agency does not accept Participant's development plan and timeline then the option to purchase shall be deemed to have expired upon written notice of the rejection by the Agency to the Participant. If the Agency accepts the proposed development plan and timeline, then said acceptance and any corresponding modifications or additions to this DA must be executed in writing by the Parties to be effective and shall constitute an amendment to this DA. This amendment to the DA will specify the date the 713 property is to be transferred to Participant.

I. Reimbursable Improvements

The reimbursable Improvements noted in this DA will improve and enhance the public amenities and infrastructure within the Agency boundaries and the desired character and appearance of re-development within of the downtown core and provide for greater public health, safety and welfare. Because of the development achieves several of the objectives contained within the Plan, the Agency finds that this DA is in the best public interest, will improve safety and traffic access, and provide for enhanced development of the Site and economic success of 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.

In consideration of the terms of this Agreement, Agency agrees to reimburse Participant for the reasonable costs of the reimbursable Improvements, in the amount of one hundred sixty-five thousand dollars (\$165,000.00) as defined herein. The reimbursable Improvements consist of the improvements described in Exhibit D of this

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Agreement. The reimbursable Improvements defined in Exhibit D are considered all-inclusive and can only be modified by mutual written agreement of the Parties.

The Parties agree that all reimbursement payments to be made under this Agreement for the reimbursable Improvements are to be made to Participant. To receive reimbursement, Participant must provide written documentation acceptable to Agency from the City, ACHD and any other applicable government agencies that the reimbursable Improvements have been completed in accordance with the applicable agency's specifications and requirements and that said agency has accepted or approved said improvements. Said reimbursement amount to be paid to Participant within 60 days of the receipt of the required documentation for reimbursement.

J. Re-Development of the Site by Participant

The Site currently consists older outdated buildings and comprises underdeveloped property. Participant agrees its redevelopment of the Site will be constructed as generally provided in Exhibits C, E and [REDACTED], attached hereto and incorporated herein by reference, and in compliance with the information and terms contained in this Agreement, the Plan and any City conditions of approval.

The Participant shall carry out the redevelopment of the Site in compliance with those plans and designs submitted to the Agency and the City. Prior to commencement of construction, the Participant shall provide the Agency with those drawings, plans, and specifications then required by the City of Meridian Planning and Zoning Department and/or Building Department. The Parties grant to the Agency the authority to reject or require modification to these documents as part of the approval process with the City. The Agency is not required to exercise this authority to review and approve but if it desires to do so it must do so within 30 days of the receipt of the documents from the Participant or they will be deemed acceptable to the Agency. Any subsequent modification of the Agency-approved Basic Concept Drawings, Private Development Plan, City Agreement or City Conditions of Approval shall require the further similar opportunity for review and approval of the Agency.

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

No later than ten (10) business days following the execution of a deed by the Agency transferring property to Participant, 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.

L. 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 and all work done in, on, off, or about 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 Improvements by Agency ("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 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 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 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.

M. 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.

N. 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 or state law.

O. 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 Exhibit F

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 of the Participant's re-development of the applicable property and completion and acceptance by the Agency and other applicable agencies of the reimbursable 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.

P. City, ACHD, ITD and Other Approvals

Participant shall keep Agency advised of the approval process of City, ACHD 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.

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 this DA and 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 and comply with the on-going obligations described herein. 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 this Section II of this DA shall remain in effect until December 31, 2026 (the termination date of the Plan). The covenants against discrimination contained in Sections II 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. Taxes

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 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.

### 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 DA, the Plan 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 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 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 or the City Conditions of Approval. Any reference to default or act of default under the provisions of the Plan or City Conditions of Approval shall be deemed to be a corresponding and simultaneous default under this Agreement. The 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.

It is understood and agreed by the Parties that since real property is to be conveyed to Participant under this DA without a right of reversion, damages for Participant's failure to comply with the terms of this DA will be very difficult to determine. Therefore, should Participant fail to comply with the terms and conditions of this DA, Agency may demand that Participant pay the Agency the sum of one hundred sixty thousand dollars (\$160,000.00) as liquidated damages. This amount is not intended by the Parties to be a penalty but is an effort to cover some of the damages that will be suffered by Agency. This amount will be paid by Participant to Agency within thirty (30) days of the date of the Agency's written demand.

Joshua Everts 2/6/2017 1:19 PM

**Comment [2]:** I recommend a penalty of \$160,000 to cover land cost at FMV

Todd 2/18/2017 8:21 PM

Deleted: \_\_\_\_\_

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 Site and any reimbursable Improvements, the Agency determines at any time, that the construction work deviates 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

If either party is in breach or default of the terms of this DA, then upon proper notice and opportunity to cure as provided herein, the non-defaulting party may terminate this DA. Upon such termination, non-defaulting party shall have no further liability to the other under this Agreement.

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 re-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.

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; 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 parties shall have the right, upon not less than seventy-two (72) hour notice, at all reasonable times, to inspect the books and records of the other party.

K. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Development 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 or Joint Venture

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. The parties hereto are no partners nor are they to be considered to be engaged in any joint venture.

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 re-development of the Site proceed and be completed 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 DA 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 \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

## PARTICIPANT

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

NOVEMBREWISKY PROPERTIES, LLC

By \_\_\_\_\_

Joshua Evarts, Manager

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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 Joshua Evarts known or identified to me to be the authorized manager of NOVEMBREWHISKY PROPERTIES, 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: \_\_\_\_\_

**Exhibit A – Legal Description**

**Attachment B – Legal Description**

**Exhibit C– Proposal**

## General Development

The development of the re-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 re-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 and 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 and 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 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 and residential uses.

Once construction has commenced, the Participant shall proceed diligently and continuously, subject to all of the terms and conditions of this Agreement. Construction shall be continued diligently until completed on or before the times set forth herein.

**Exhibit D – Reimbursable Improvements**  
**REIMBURSABLE IMPROVEMENTS**

Generally, the objective of the funding of the reimbursable 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. improvements that are eligible for reimbursement include the following:

**Exhibit E Schedule**

**Exhibit F**  
**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  
Novembrewhisky Properties, LLC

WHEN RECORDED, RETURN TO:

The Meridian Development Corporation, and Novembrewhisky Properties, LLC

MERIDIAN 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 Novembrewhisky Properties, 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 Meridian Urban Renewal Plan Project Area (the “Project”) in the City of Meridian and is subject to the provisions of the Meridian 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 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 “Development Agreement” entered into between the Agency and the Participant on \_\_\_\_\_, 2017, (hereinafter “Development Agreement”).

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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 certain improvements on the Site as noted in and pursuant to the Development 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, ACHD or other responsible agency, as applicable and as may be agreed upon, will maintain any public improvements and landscaping on the Site 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.
- c. The Participant agrees that Section II of the Development Agreement; Section III \_\_. of the Development Agreement; and Attachment 3, Scope and Schedule of Development, relating to the reimbursement and payment by the Agency, and maintenance of the reimbursable Improvements of the Development Agreement shall remain valid and effective following expiration of the Development 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, 2026 (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.

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

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

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

Novembrewhisky Properties, 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  
Novembrewhisky Properties, LLC, the \_\_\_\_\_ that executed the  
within instrument, and acknowledged to me that he/she executed the same on behalf of  
Novembrewhisky Properties, 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.

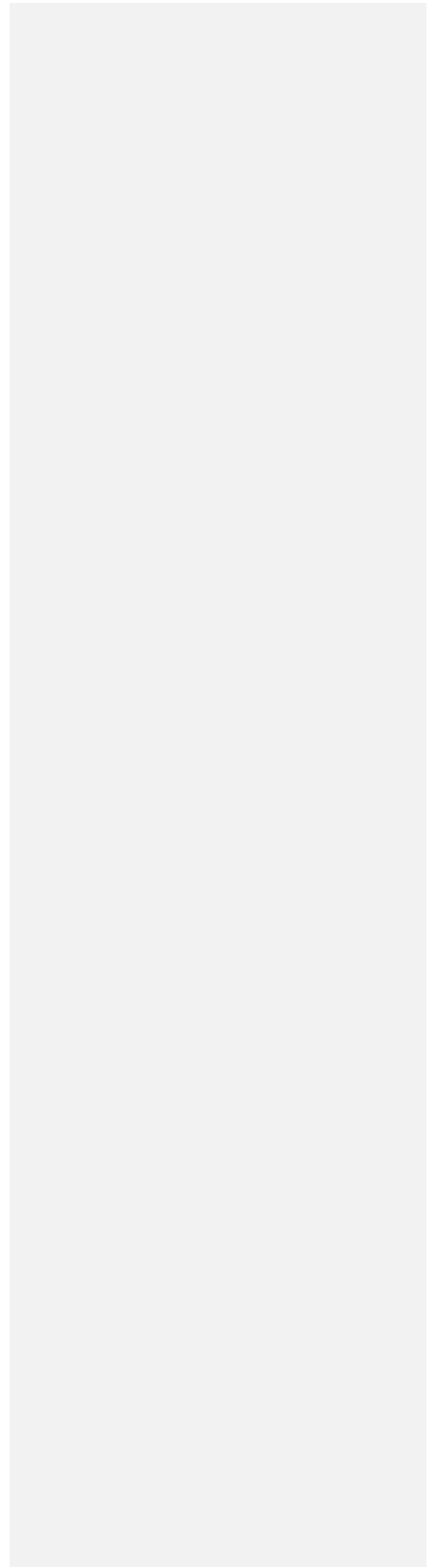
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate first above written.

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

Exhibit A

Legal Description of the Site

[Exhibit A to Agreement to be inserted.]



**Exhibit G**  
**Memorandum of Agreement**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

**MEMORANDUM OF DEVELOPMENT AGREEMENT**

This MEMORANDUM OF DEVELOPMENT AGREEMENT (this "**Memorandum**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, (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 NOVEMBREWHISKY PROPERTIES, LLC ("Participant"). Agency and Participant may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

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**RECITALS**

A. WHEREAS, Agency and Participant entered into that certain Development 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 improvements on the Site 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, 2026, 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 Development Agreement as of the date set forth above.

**AGENCY:**

Meridian Development Corporation

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

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

**PARTICIPANT**

NOVEMBREWISKY PROPERTIES, 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 NOVEMBREWHISKY PROPERTIES, 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 \_\_\_\_\_, 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 \_\_\_\_\_

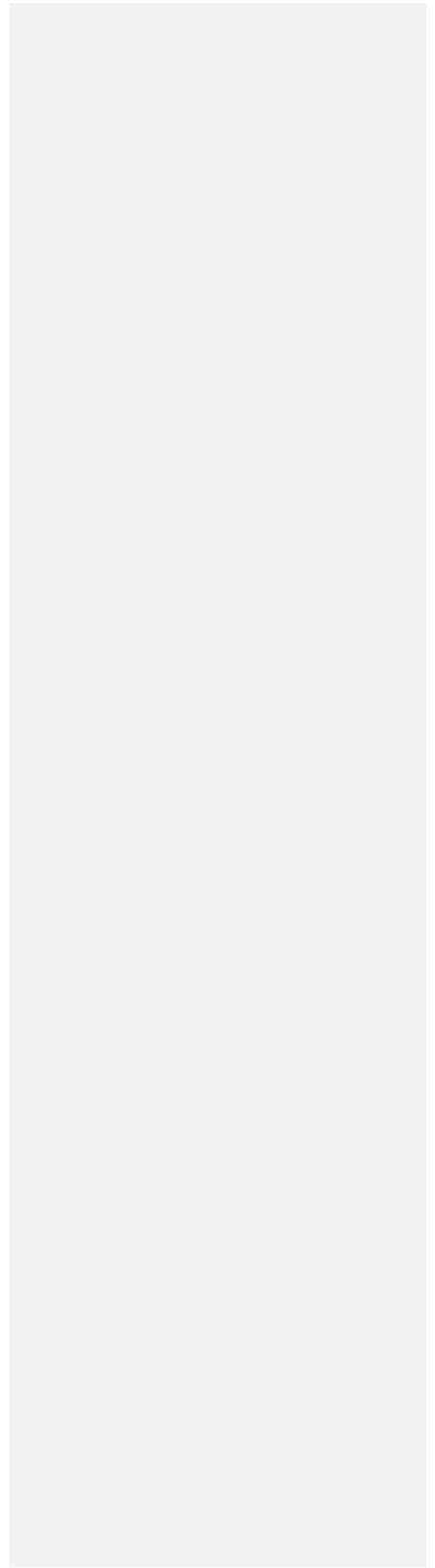
STATE OF IDAHO            )  
                                      ) ss.  
County of Ada             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
| the undersigned notary public in and for said state, personally appeared \_\_\_\_\_,  
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**



**Proposal Cover Sheet**  
**Meridian Development Corporation RFP**

Name of Entity or Individual Making the Proposal:

Novembrewhisky Properties, LLC

Name and Title of Individual Authorized to Act on Behalf of the Individual/Entity and who is  
signing below:

Joshua Evarts, Managing Member

My/our proposal relates to the following subject property or properties (Check those that apply):

  X             BOC Building – 703 N. Main St., Meridian Idaho

  X             WF Building – 713 N. Main St., Meridian Idaho

By signing this Cover Sheet I understand and agree on behalf of myself, if submitted by an individual, or on behalf of the company/corporation, if submitted by an entity, that this proposal is good for 90 days, that I/we will conduct any negotiations in good faith with MDC and that MDC has the complete discretion whether to select or reject a proposal and/or any alternatives contained therein and accept or reject any agreement prior to the full execution of an agreement resulting from this RFP.

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

Title: Managing Member

Date: September 30, 2016



Novembrewhisky Properties, LLC is honored to present this proposal in response to:

*Meridian Development Corporation (MDC) Urban Renewal Agency RFP for the following:*

- 1. The real property, building and improvements located at 703 N. Main St., Meridian, Idaho 83642 which is the former Bank of the Cascades Building and the former MDC Groundfloor (BOC Building); and/or*
- 2. The real property, building and improvements located at 713 N. Main St., Meridian, Idaho 83642 which is the former Washington Federal Building (WF Building).*



September 30, 2016

Meridian Development Corp (MDC)  
Attn: Ashley Squyres  
33 E Broadway Ave  
Meridian, Idaho 83642  
208-477-1632

RE: RFP Response

Ms. Squyres,

Thank you for the opportunity to present the enclosed RFP response to MDC. My journey towards this project has been a unique one. It began last Fall as my wife and I discussed what the next chapter of life would hold for us after our youngest child graduates from Cole Valley Christian High School in Spring of 2017. After long deliberation, we determined our dream would be to stay Meridian residents for the next 25+ years and would begin the exploration for a downsized home in, or near downtown for us to move into in late 2017.

As this exploration revealed itself, our daughter took a job in Denver, CO selling downtown lofts. They were beautiful properties that allowed for unmatched live/work options in a vibrant downtown. This prompted Lori and I to dream about the possibility of having these kinds of options in downtown Meridian. With a shrinking amount of land in our downtown, the ONLY option for true renewal and growth is to go VERTICAL. Mixed use developments that support ground floor retail, mid floor commercial offices and top floor residential lofts must be pursued to change the dynamics in our downtown as a destination and community for the kinds of businesses and residents that will drive future value for the entire downtown district. We have a 75-foot ceiling for downtown buildings...we need to press it up and go big.

We began conversations with the McFadden representatives to purchase the original Meridian Exchange Bank property on the corner of Broadway and 2<sup>nd</sup> for this kind of development. We concurrently had some rough drawing and budgets assembled by a local architect for a development on that site. As this property is tied up in estate adjudication, we walked downtown and looked for other options. This led to discussions with MDC regarding the long -

Josh Evarts, 208-631-9229, JOSH@NOVEMBERWHISKY.COM

term plans for the bank properties being offered in this RFP. MDC, wisely, opened up this RFP opportunity for all interested parties to respond with their vision for these key properties.

In this document, my wife and I will propose a vision, plan and schedule for these properties. We will handle them individually as a Phase One (703) and Phase Two (713) efforts. I deliberately kept this proposal concise as we anticipate details to be refined in conjunction with MDC if we are fortunate enough to be selected as your partner in this.

The unintended consequences of all of this is the potential displacement of two KEY partners in our downtown; the Treasure Valley Children's Theater and our unBound library that currently occupy these sites. As a city, we have grown two fabulous assets, through discounted leases and development resources, without a long-term plan for meeting their permanent physical location needs. I share this as I will not be the entity that displaces them. I am not going to offer a prescribed start date for my project. I am ready to go anytime. I have met with both Autumn and Gretchen to this end and am excited about directions both of them are taking to make a development on these properties a reality.

I would caution both MDC and the City of Meridian to be careful in the future. As we move (as a city) to aggressively pursue development and renewal of our downtown, we cannot encumber physical property assets with occupants that do not have an exit strategy (if the city intends to use these assets for development and renewal). I am not being preachy here. I am well aware of the larger economic environments (including failed RFPs) that led to TVCT, unBound and New Ventures Lab. I share this as an encouragement that we are seeing real renewal in our downtown that requires the city to participate with the assets on the tax payer balance sheet.

I have run ALL the numbers on this proposal. My bank, Mountain American Credit Union, is standing by to partner with me as they did for both the Heritage Building and the Vault. I am not going to spend significant time on my track record. It speaks for itself. Lori and I were able to attract a key Meridian partners in the Heritage Hop Haus and SaaSFocus as tenants in the Heritage Building. Gross incomes for employees in that building will exceed \$2.5M in 2017. The Vault continues to be a great success story and asset for our downtown, bringing dozens of unique events each year and showcasing our rich history to residents and students every week.

With opportunity comes risk. This proposal, for Lori and I, does not "pencil-out" as a near-term, financially wise project. Like Cortez, we are burning the ships as we arrive in the New World. We will sell our personal residence in Meridian and commit to being the first loft residents in the Phase One, *Main and Broadway* building. We will commit to building an anchor development in our downtown that will set the bar for future development. That is our investment. I am asking MDC to make an equal investment and sacrifice. Our request is simple, and is the same for each Phase of development:

1. That MDC would deed the physical properties over to us for development, at no charge, when we finalize the Development Agreement for each property as determined by MDC

2. That MDC would contribute 10% of the determined project cost of development as finalized in the Development Agreement for each Phase (i.e. We have planned for Phase One to cost ~\$1.65M in project costs, we would ask MDC to contribute \$165k to that amount) We arrived at this contribution based on average architectural fees (8-10% of new construction project cost) plus the demolition of the existing structures. We would expect mutual approval of all architectural plans under this agreement to ensure complete alignment with the long-term vision from the City of Meridian.

We are well aware of the big ask we are proposing to you. However, when you consider the future of downtown Meridian that will be impacted by this project and the investment being made by my wife and I (in partnership with MDC)... **it is worth it all.**

Thank you for your consideration.

Humbly,

A handwritten signature in black ink, appearing to read "Josh Evarts", with a stylized flourish at the end.

Josh Evarts, Managing Member  
Novembrewhisky Properties, LLC  
208-631-9229



## Phase One: 703 N Main Street

Vision: This property is currently occupied by the Treasure Valley Children's Theater. It is the natural beginning for our development efforts as the hard corner of Main and Broadway. That is why we have chosen the brand and identity:



This will establish the tone and vision for our downtown for decades to come. The current site will support (given parking requirements and other mechanical footprints) a four-story property developed as follows:

- a. Ground Floor: 3,800 sqft of retail commercial space. We have already started discussion with the anchor restaurant tenant (2,500 sqft), leaving a 1,300 sqft space to be leased prior to project completion. We have a commercial agent working this strategy now.
- b. Second Floor: 4,000 sqft of commercial office space. This space will be designed to attract technology firms into our downtown. This provides high salary professionals who spend money where they work and are the potential live/work residents that would be attracted to a downtown loft living concept.

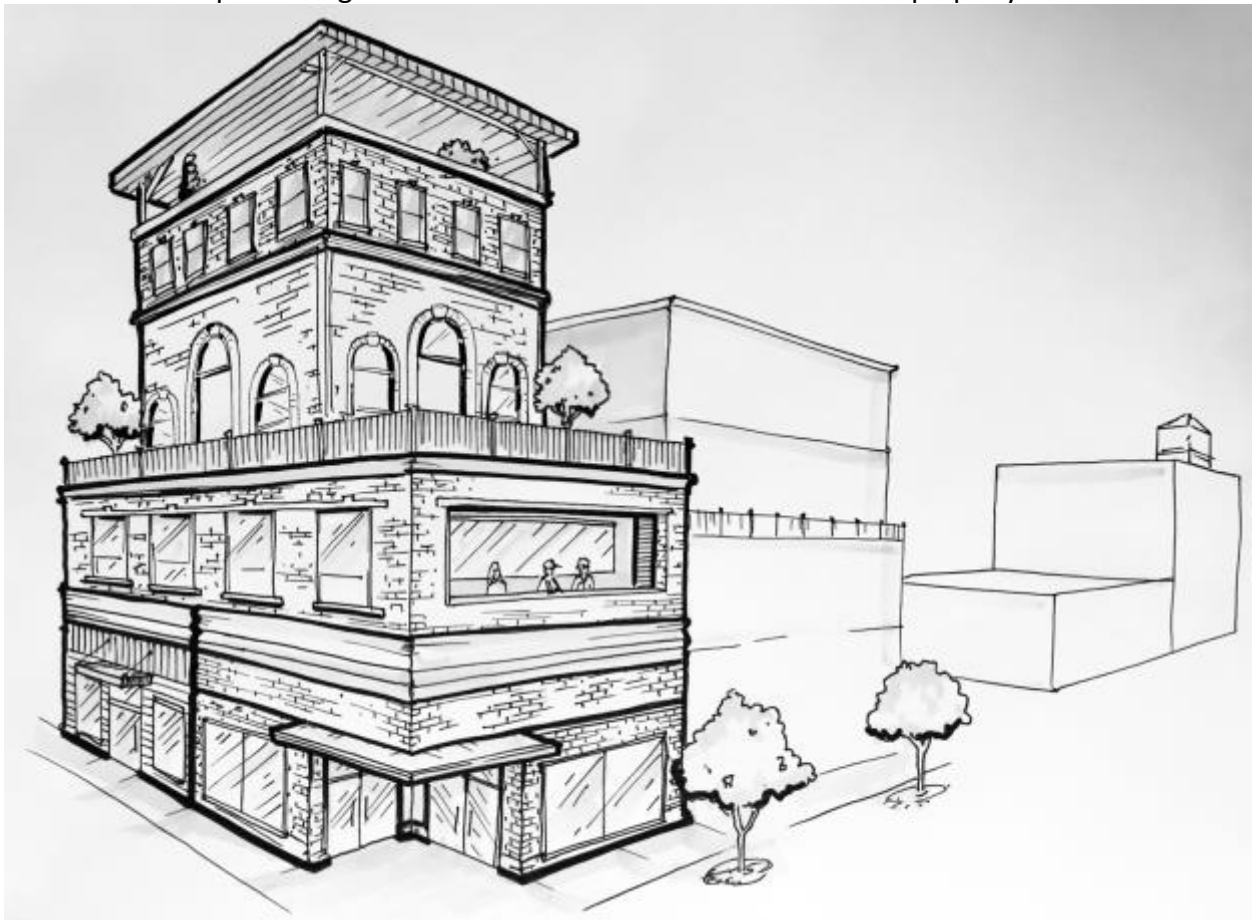


- c. Third/Fourth Floor: TBD Residential Lofts. Based on parking requirements, we can develop up to three units here, but this is the place where we have the most flexibility

as my wife and I will be living there for the next 25+ years. Our commitment is to two floors to meet the objective of going VERTICAL, but specifics will be determined as we finalize the Development Agreement with MDC.



The initial concept drawing below is a draft of our vision for what this property could be!



Plan: The estimated project cost for Phase One is \$1.65M. This is a significant investment that addresses MDC objectives as follows:

MDC Goals	Main and Broadway Project
Strengthening the economic base of the area and community and stimulating new commercial expansion, employment and economic growth.	7,800 sqft of leasable commercial space that is intimately aligned with the vision of Destination Meridian. Creation of the first loft-style, mixed-use, residential living concept in downtown Meridian.
Strengthening the tax base by encouraging private development and increasing the assessed values of properties within the district.	A projected \$2M valued physical property being added to the tax roll for the Ada County Assessor (when land values are added to the valuation).
Eliminating of obsolete building types and inadequate public improvements and facilities.	This bank building has exhausted its useful life and must be torn down to accommodate commercial use apart from a bank.
Promoting modern integrated development with appropriate setbacks, parking, and pedestrian and vehicle circulation.	This site already provides sufficient parking to accommodate the proposed commercial parking requirements. Covered garages are included in the design plans for residential units.
Providing unity and integrity of design in the district.	The proposed design is a modern take on a classic brick construction. We will work closely with MDC during final plan creation to ensure unity.
Promoting an improved environment for new commercial and residential developments.	This project is a standard for all future downtown renewal projects to follow. Even though the numbers do not fully support a residential concept today, it will provide the thought leadership needed to entice future developers.
Converting currently vacant buildings and underdeveloped land into residential, commercial, lodging, retail, office, public and private parking and public and semi-public uses.	With the pending vacancy of TVCT, this is the perfect opportunity to transform this corner of downtown Meridian into a dynamic and successful mixed-use development.

Schedule: We are estimating a 12-month construction period following execution of the Development Agreement with MDC, transfer of the deeded property to my wife and I, plan approval from the City of Meridian and clearing of the property.

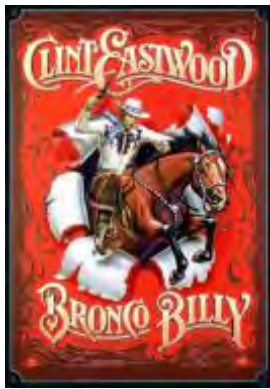
## Phase Two: 713 N Main Street

Vision: This property is currently occupied by the MLD unBound branch. Lori and I believe that this site would be a natural Phase Two project that would break ground 14 months after the Phase One project is complete. This schedule is designed to faithfully determine the best use mix for Phase Two. Is there a more optimal mix of commercial vs. residential that might be developed to facilitate the evolving needs of downtown Meridian?

Plan: Our design will be a perfect complement to Phase One, with complete agreement from MDC as we jointly work towards our Development Agreement for Phase Two. Transfer of the deeded property and a 10% match of project cost would be expected. However, transfer of the deed would not be expected until the Development Agreement is executed in order to protect the city.

Schedule: Schedule TBD based on plan execution above.

## Bronco Billy



One additional historical consideration Lori and I have discussed has been the creation of a mixed drink to be served in our home at private events in honor of the 1980, Clint Eastwood film shot on location. The drink will be named the "Bronco Billy". It will be a modern take on an old fashioned, garnished with candied bacon and charred orange peel.

I also intend to hold an annual viewing of the western classic during historic preservation month...on my patio.

## Closing

In closing, passion is key for project success. This is NOT a get rich or power move from Lori and I. We genuinely love this city and want to add value anyway we can. I have a passion for these unique property developments. This one in particular is so strategic, I believe it will change the trajectory of downtown Meridian...forever. It is a big ask of all us to be bold enough to take on this challenge. I am honored you would consider me for the job.

Given the significant scope of this proposal, I am happy to come brief this in person and field any questions you may have publically.

Joshua Evarts, Managing Member  
Novembrewhisky Properties, LLC

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHISKY.COM



**Certification:**

I, Paul McKenna, hereby certify that:

1. I currently have sufficient funds or financing available to fully complete the facade 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 facade improvements as approved by MDC. Any approval an Applicant 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: [Signature] Date: 2/10/2017  
Applicant Name (Print): Paul McKenna  
Property Owner Signature: SEE ATTACHED AFFIDAVIT Date: 2/10/2017  
Property Owner Name (Print): MOHAMMAD ALIDJANI

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

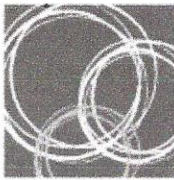
1. Detailed description of the improvement(s) for which grant funds are requested
2. Detailed description of the property, including the history of the property, original construction date, any major remodels, previous uses, current use, whether the property is a designated historic site
3. Photos, historical 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

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]:

- ☒ 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

Improvements for which grant funds are requested (check all that apply):

Building Dimensions: Frontage: 50' Depth: 90' Height: 17' Number of Floors: 2



**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: 02/06/2017

Total Project Cost: \$ 940,000

Amount of Grant Requested \$ \_\_\_\_\_

Applicant Name: TEAM MC LLC

Address of Property To Be Improved: 116 E BROADWAY

Applicant Mailing Address: 429 MANGO DR, EAGLE 83616

Applicant Phone Number(s): W. 884-1613, C. 866-7839, H. 939-1579

Applicant Email Address: meridiancycles@gmail.com

Business Owner Name(s): PAUL + KRISTA MCKENNA

Business Name: MERIDIAN CYCLES

Business Website: Meridian-cycles.com

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: MOHAMMAD ALIDJANI

Property Owner Address: 116 E BROADWAY

Property Owner Phone: (208) 888-9034

Property Owner E-mail Address: —

Date current lease term expires: N/A

Applicant is in compliance with current lease: ☒ Yes ☐ No (Attach Explanation)

February 2, 2017

Meridian Development Corp.

Grant Application – 116 E Broadway

Due to changes and incomplete documentation since our initial application it is appropriate to rescind our initial grant application and resubmit a updated grant request based on our current progress with this project.

We are proposing to redevelop the building and property that is currently the New Frontier bar located at 116 E Broadway. We intend to relocate our current business into the new location. In addition to operating Meridian Cycles we will also add 2 new elements to our business. We will be building a “nano brewery” that will serve beer that is brewed on-site. The bar and brewery will be located in the northeast section of building with an entrance on the north side of the building facing the alley. We will have an outdoor patio seating area along the alley way. We want to provide an open space and bring new life to that area. In addition we will add a small coffee shop/bistro facing Broadway on the east half of the building. The intention there is to provide food service that is available to our brewery tasting area. The extent and nature of exactly what we do with the coffee shop/bistro will be based on what is best when considering other businesses and services that are available in the immediate area. We want to bring additional activity to the area and not take away from any of the current businesses downtown.

We will completely renovate the entire building and property all the way back to the alley. The complete store front along Broadway will be replaced and windows and doors will be added. We will also be adding windows along the wall facing the parking lot. The north side of the building will be updated with new entrances and a roll-up style garage door leading out to a renovated patio area. The character of the façade will mirror recent projects such as the Vault building with weathered style brick and decorative architectural elements. We intend to give the facade the appearance of a vintage building fitting into the old town character. The renovation of the rear patio area will be a major feature in opening up new space that is currently not utilized and has potential to add to the character of old town.

Due to the age and neglected condition of the building we face significant cost with this renovation. In addition to the cosmetic improvements we will incur significant structural costs associated with replacing the entire store front along Broadway. We will also be completely replacing the roof and every mechanical element in the building. It is unlikely the cost of the property and improvements will be equal to the appraised value of the completed project. For this reason we are reaching out to MDC for assistance to defray the overall costs and make this project more financially viable. We see potential on Broadway to bring new life and opportunity to the community. Keeping our business in its current location would be safe for us, but it will not have any more significant impact in the continued health



and future growth of old town Meridian. Bringing new life to Broadway has the potential to expand the core of old town community and make additional investment look more attractive.

We are working with neUdesign Architecture on the design and US Trust Construction as our general contractors. NeUdesign have already completed several projects locally and are familiar with the ideas that MDC are promoting. Us Trust Construction recently completed the new Georges Cycles building downtown and are excited to be partnering with us for another similar project.

Paul & Krista McKenna

Meridian Cycles

February 2, 2017

Meridian Development Corp.

Expected timeline for remodel – 116 E Broadway

Since our initial grant application we have realized that a project of this scale has a significant amount of work that must be completed before construction can begin. When we first approached the MDC for grant support we had initial cost estimates and approval from the D.L. Evans bank to finance the purchase and remodel of the property at 116 E Broadway. As part of the loan approval they have requested that we have the architectural plans 100% complete and permit approval so that they are assured that our project can be completed.

We have been working on that process for the past couple of months. This week plans went to the city for CZC and design review. We will work with any issues that may arise during the review and work towards final design work. With that in mind the following is an estimated time line for the remaining work;

- Late February, permit approval and completed architectural plans
- March, final under writing and approval by D.L. Evans bank
- Late March, close on property and start demo work
- April through July, construction
- Late July or Early August, move in and opening

Paul & Krista McKenna

Meridian Cycles

## New Cost Breakdown

February 6, 2017

Meridian Development Corp.

Grant application – 116 E Broadway

As we have progressed with the design and development of our plans there have been some revised cost estimates for the remodel and improvements. Overall the budget remains similar to the original cost estimates. We will once again concentrate on the costs associated with the façade improvements. There are significant additional costs that we would also like to include for consideration that contribute to the eradication of blight and produce a public benefit by introducing new open space and creating a new gathering space for the community.

We have a cost breakdown from US Trust Construction base on site visits and engineering work already completed by DC Engineering. These estimates are much more accurate and focused than our initial requests.

• Exterior improvements:	Steel Structures	\$17,260
	Glass	25,000
	Doors Windows	29,000
	Masonry	18,500
	Painting	14,000
	Asphalt	<u>26,450</u>
	<b>Total</b>	<b>\$130,210</b>

In addition to the above costs that pertain to the exterior/façade of the building we would also ask that consideration be given to additional costs related to improving the condition of this property.

• Demo and disposal of existing conditions:	\$29,602
Sewer improvements and new connection	<u>20,570</u>
<b>Total</b>	<b>\$50,172</b>

Thank you for considering our updated application and giving us an opportunity to change the face of Old town Meridian. This project would not be feasible without the help of the Meridian Development Corporation. If we can provide any additional information or clarification that will make this process easier, please contact us.

Paul & Krista McKenna

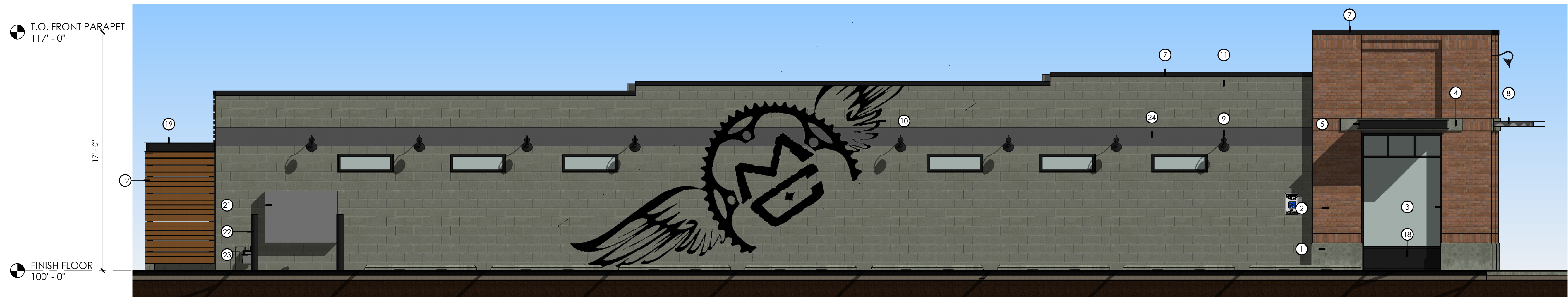
Meridian Cycles

Team MC LLC.





1 BROADWAY ELEVATION  
1/4" = 1'-0"



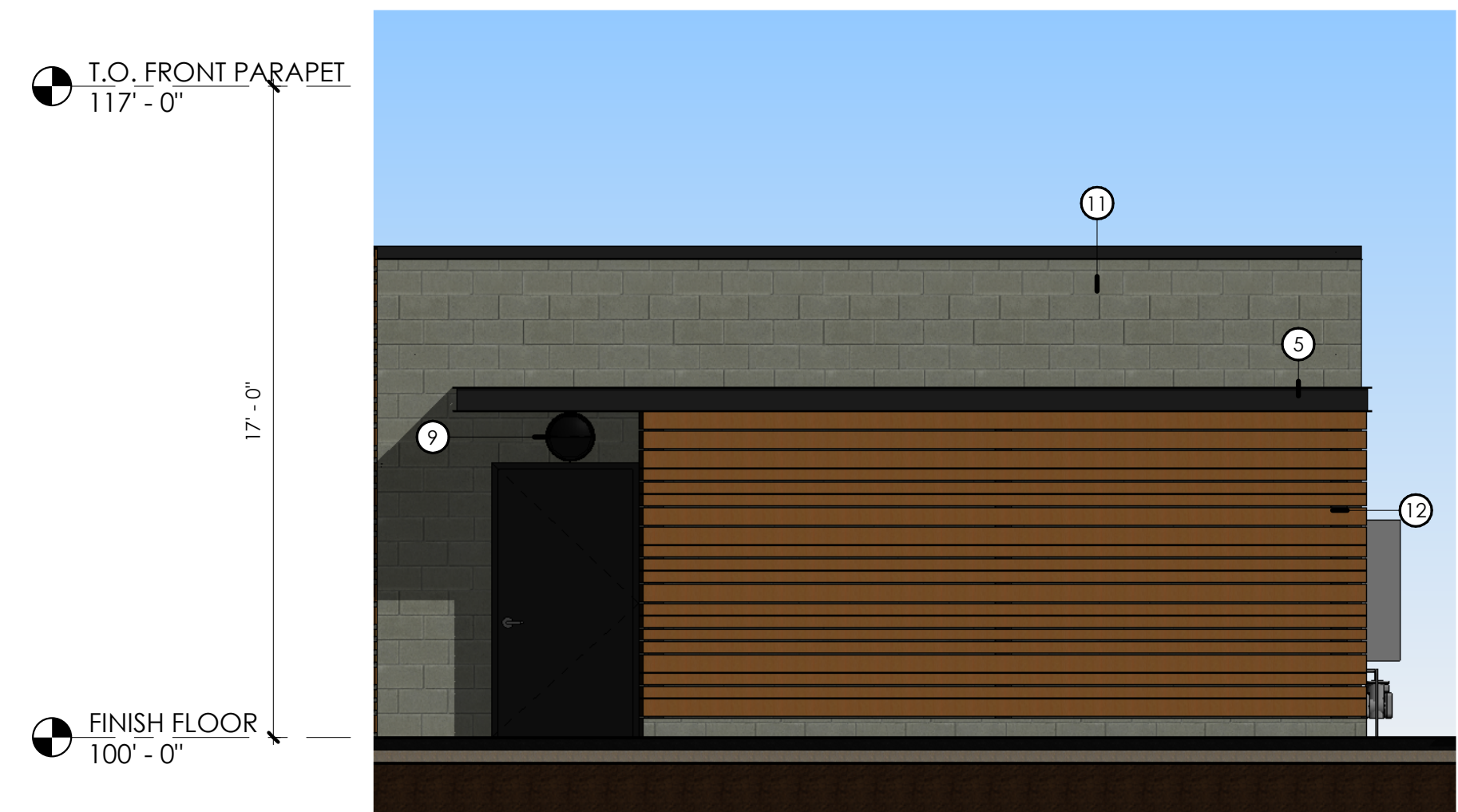
2 PARKING ELEVATION  
1/4" = 1'-0"

#### ELEVATION NOTES

#	NOTE
1	2' HIGH PRECAST CONCRETE PANEL
2	PACIFIC CLAY BLACK HILLS THIN BRICK
3	BLACK ANODIZED STOREFRONT SYSTEM
4	CONCRETE WRAPPED BEAM
5	METAL AWNING
6	SIGN LIGHTING
7	PARAPET CAP COLOR TO MATCH STOREFRONT SYSTEM COLOR
8	CUSTOM ENTRY AWNING
9	EXTERIOR LIGHTING
10	SUPER GRAPHIC LOGO
11	PAINTED EXTERIOR SIDING
12	WOOD WRAPPED STAIR-WELL
13	GLASS DOOR
14	GLASS ROLLUP DOOR
15	LOGO
16	RELOCATED SIGN
17	WOOD SIDING
18	SPANDREL METAL BASE
19	METAL AWNING w/ METAL DECK
21	ELECTRICAL PANELS
22	4' HIGH BOLLARDS
23	RELOCATED GAS METER
24	EXTERIOR LIGHTING



3 REAR ELEVATION A  
1/4" = 1'-0"



4 REAR ELEVATION B  
1/4" = 1'-0"



neudesign  
ARCHITECTURE  
725 E 2nd St  
Meridian, ID 83642  
208.884.2824

CONSULTANT

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CLIENT  
PAUL MCKENNA  
MERIDIAN CYCLES  
116 E Broadway Ave, Meridian, ID 83642

PROFESSIONAL SEAL

NOT FOR PERMIT

NO.	DESCRIPTION	DATE
A	Client Review	11.28.16
B	Kickoff Mtg	12.05.16
C	Scope Pricing	12.09.16
D	DR & CZC Review	02.03.17

EXTERIOR  
ELEVATIONS

A-211

DATE  
JOB NUMBER  
DRAWN BY

11.14.16  
16288  
MRM



AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO )  
(  
COUNTY OF ADA )

I, Mohammad Alijani,  
(name) Meridian  
(city) Idaho  
(state) P.O. Box 238  
(address)

being first duly sworn upon, oath, depose and say:  
1. That I am the record owner of the property described on the attached, and I grant my permission to:

Raul & Keista McKeena,  
(name) 429 Mawco Dr, Gate 10 83616  
(address)  
to submit the accompanying application(s) pertaining to that property. <MDC Grant>  
2. I agree to indemnify, defend and hold the City of Meridian and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.  
3. I hereby grant permission to City of Meridian staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 9th day of February, 20 17

Mohammad Alijani  
(Signature)

SUBSCRIBED AND SWORN to before me the day and year first above written.

Catherine E. Noble  
(Notary Public for Idaho)  
Residing at: Tampa, Idaho  
My Commission Expires: 10/30/2021





February 3, 2017

Meridian Development Corporation  
Attn: Ms. Ashley Squyres  
33 E. Broadway Avenue  
Meridian, ID 83642

Dear Ms. Squyres:

Thank you for the opportunity to allow Cole Valley Christians Schools to present this proposal application to the Meridian Development Corporation (MDC). It has been an amazing two years since we took ownership of the property at the corner of 2½ Street and Carlton Avenue. After investing over \$600,000 in the purchase and transformation of the property, we are finally at a crucial phase of restoration to a historic structure which will immediately have a positive impact on the surrounding community.

The overall cost for this project is estimated to be about \$187,000, of which a large portion is improving the exterior. This represents another significant investment for Cole Valley Christian Schools of which we have not received any funding from government agencies, but have paid for from our school families. With the partnership of MDC we will be able to restore another rundown property back to its original design and maintain it for future generations.

Please contact me if you need further information or have any questions. I can be reached at 947-1212, Secondary Campus, or by email at [bcarr@cvcsonline.org](mailto:bcarr@cvcsonline.org). Thank you for your consideration. We look forward to hearing from you soon.

Sincerely,

Brad Carr  
Superintendent

### *Proposal Contents Included*

1. Downtown Façade Improvement Program Grant Application
2. Project Background
3. Property History
4. Project Vision
5. Public Benefit
6. Design Strategy
7. Project Cost Estimates, Landscape Designer, Architect and Contractor Information
8. Proposed Project Schedule
9. Annual Report





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

## DOWNTOWN FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

**Date Submitted:** February 3, 2017

**Total Project Cost:** \$ 70,350 (the amount of the exterior portion of the project)

**Amount of Grant Requested** \$ 35,000

**Applicant Name:** Cole Valley Christian Schools

**Address of Property To Be Improved:** 1108 NE 2½ Street, Meridian, Idaho 83642

**Applicant Mailing Address:** 200 E. Carlton Avenue, Meridian, Idaho 83642

**Applicant Phone Number(s):** (208) 947-1212

**Applicant Email Address:** bcarr@cvcsonline.org

**Business Owner Name(s):** Cole Community Church

**Business Name:** Cole Valley Christian Schools

**Business Website:** www.ColeValleyChristian.org

**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: 1

**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, Brad Carr, 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:** Brad Carr **Date:** 10/6/2016

**Applicant Name (Print):** Brad Carr

**Property Owner Signature:** Brad Carr **Date:** 10/6/2016

**Property Owner Name (Print):** Cole Valley Christian Schools

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>

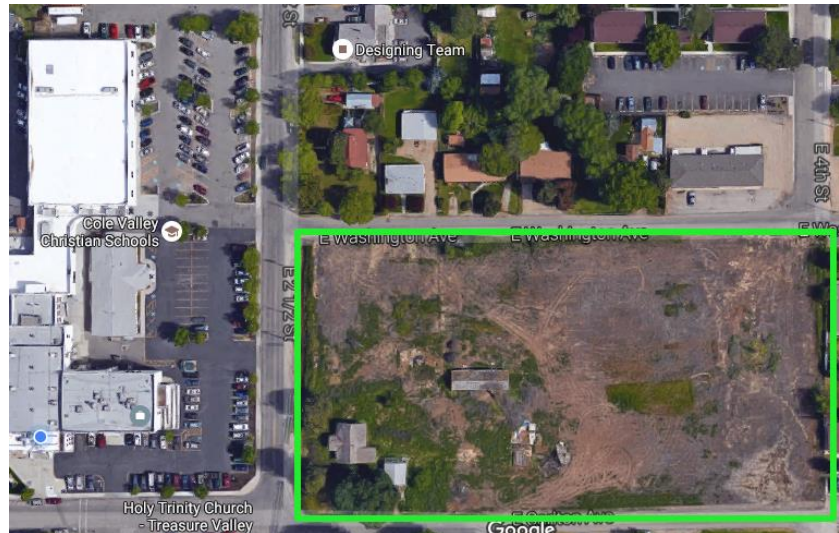
## Project Background



Cole Valley Christian Schools (CVCS) came to downtown Meridian in 2002 with the purchase of the original Meridian High School building on Carlton Avenue. The building had been recently remodeled from a long time state of disrepair. Cole Valley Christian maintained and improved it to be a vibrant part of downtown's present, while also keeping the important history of the building alive for Meridian by using it for its original purpose of educating our children and preparing them to be future contributing citizens of our community. In 2006, we added a \$3.7 million

addition of a gymnasium and purposely maintained the architectural integrity of the original building in keeping with our desire to enhance the look and feel of downtown Meridian. It has always been our vision to be a blessing to our community, and we are thrilled with the partnership we have with the Meridian Parks and Rec, who have benefited from the use of our gym while we have benefited from the use of Meridian parks for some of our outdoor athletics.

From the time of purchase in 2002, we had a vision and desire to purchase the property across 2½ Street for a field. However, through regular inquiries, we continued to be told the property was not available for sale. The property hit a low point at the beginning of this decade when squatters lived in the broken down house and many different types of farm animals roamed the property, with makeshift fences and pens randomly placed around the house and 'field'.



Chickens were a regular visitor to Cole Valley's grounds and those of our neighbors. The barns on the property were broken down and goat heads and weeds were the most prevalent plant life. A breakthrough began in 2012-2013 when the trustees that were assigned to the estate reached out to us. They had removed the tenants on the property, who were not paying to stay there, and were interested in beginning to discuss options.



After two years of negotiations, legal delays on the side of the owners, and fundraising by Cole Valley Christian, we were finally able to purchase the property for \$500,000. The CVCS community then rallied to fund another \$125,000, along with volunteer labor and generous help from Western States Caterpillar and a few other businesses to convert the property into a park-like field with green grass. What was once a blight for downtown, is now a beautiful space that the surrounding neighborhood has been able to use and enjoy.

We have made specific decisions to make the space an inviting place for the community when not being used for Cole Valley purposes. Our choice of a fence to surround the property was a decorative chain and post

fence with the sole purpose of keeping vehicles off the field, while being inviting and providing easy access for the neighbors. Our neighbors have given us overwhelmingly positive feedback for the improvement to the neighborhood. If you drive by the field on



weekends or evenings, you will most likely find it being used by our neighbors for various recreational activities. We are thrilled by the way it has been embraced by those around us and believe it has enhanced the livability of downtown Meridian.

While we have made a significant investment to get the field to the state that it is now in, we have a major project that remains. The original farmhouse that sits at the corner of 2½ Street and Carlton Avenue remains boarded up and un-landscaped. It stands out as an eyesore,



surrounded by the beauty of green space and beautiful old cedar trees. Our vision is to restore the outside of the house and adjacent garage to its craftsmen roots. The landscaping that surrounds the house would incorporate a memorial to alumni of Cole Valley Christian who have fallen in service to our country, as well as a



patio and gazebo that our CVCS community would use to memorialize those in our past. The function of the house would be to provide restrooms accessible from the field, as well as a meeting place and storage for our athletic teams. Fundraising and financing is now underway to be able to complete this project. A grant from Meridian would be extremely helpful in bringing this project to completion within the next 12 months.

### *Property History*

Taking into account the entirety of the Cole Valley Christian Schools' campus, there is significant historic value to downtown Meridian. Cole Valley Christian has demonstrated a desire to maintain the historical architecture of the original Meridian High School built in 1912. It is so important to us that extra money was spent on a major expansion of a gymnasium in 2006 in order to match the beautiful architecture of the historic building.

Even through research, we have not been able to find significant documented history of the house that is the primary focus of this phase of our continued development of the campus. It was owned by ancestors of the McFadden family that owned, and still owns, significant property in the downtown Meridian area. We know from Carol McFadden that her grandparents, the Webb's, lived in the house and farmed the surrounding area. Its craftsman architecture represents the farming roots upon which Meridian was built. Our plan is to modernize the building functionally, while maintaining the original quaint craftsman exterior.

In addition to the building, our plans are to incorporate into the landscape a memorial brick patio where members of our community can memorialize a loved one with an engraved brick or bench. The center piece will be a memorial to two Cole Valley Christian graduates who were killed in action in Iraq and Afghanistan.

And finally, the landscape plans incorporate keeping the large, rare, and very old cedar trees that provide shade for the area. We have had horticulturists comment on the significance of the size of these cedar trees and that they date at least back to the origin of the house.

## Project Vision

The vision is to restore the outside of the house and adjacent garage to its craftsmen roots. We are currently working with designers and contractors who have a substantial amount of experience in this field. The landscaping that surrounds the house would incorporate a memorial to alumni of Cole Valley Christian who have fallen in service to our country, as well as a patio and gazebo that the community would use to memorialize those in our past.



## *Public Benefit*

Cole Valley Christian strives to use all of our facilities for public benefit. We gladly open our main building for historic walking tours, class reunions, and summer acting camps that are open to the public. Meridian Parks and Rec hosts city leagues in our gym, and hundreds of children play Upwards basketball in the gym on Saturdays during winter months. As mentioned previously in this application, we are thankful that our neighbors are using our field for various activities and children's flag football and soccer teams not associated with Cole Valley Christian utilize the field in off hours.

The renovation of the house will continue to enhance the benefit to the surrounding community. Currently, the house and landscaping are an eye sore to the neighbors and they have been that way for over a decade. Beautifying this property, in addition to the field, can only increase values of the surrounding properties.

The addition of usable restrooms, with external access, to the facility will be another benefit for those using the field.

The memorial patio and landscaping will be accessible to neighbors on weekends and evenings to use for picnics.

The building will have meeting space that the community can rent that will be wheelchair accessible. Similar to our current buildings and resources, we desire to provide a service to the community.

## *Design Strategy*

Cole Valley Christian Schools is committed to maintaining the current design of the house while restoring the exterior to have the historical farmhouse feel. As we work with designers/contractors to move this project forward, the following are the main design strategies:

### House Exterior

1. Restore the damaged siding and paint exterior.
2. Restore front and back porch.
3. Replace the windows and door with energy efficient choices.

### Exterior Landscaping

1. Low-maintenance landscaping with a brick walkway
2. Install pressurized irrigation and grass

*Project Cost Estimates, Landscape Designer,  
Architect and Contractor Information*

INPUT from actual proposed estimates from:

Will Howard  
Stack Rock Group  
405 South 8<sup>th</sup> Street Suite 255, Boise, ID 83702  
208-345-0500  
[www.stackrockgroup.com](http://www.stackrockgroup.com)

Chad Slichter, AIA NCARB  
Slichter Ugrin Architecture  
415 South 13<sup>th</sup> Street, Boise, ID 83702  
208-658-1679  
[www.suarchitecture.com](http://www.suarchitecture.com)

Jerry Fisher  
Andersen Construction Company  
12552 West Executive Drive, Suite B, Boise, ID 83713  
208-275-8905  
[www.andersen-const.com](http://www.andersen-const.com)

## *Project Costs*

### **Overall Project Costs**

There are two estimates for this project, with details provided in with this application.

- House Remodel: Includes all of the exterior and interior work to remodel the house and adjacent garage, add handicap access, add external accessible restrooms, and concessions.
- Site Landscape: All of the non-structural exterior landscape for beautification.

<b>Project</b>	<b>Cost</b>
House Remodel	\$151,175
Site Landscaping	\$36,250
<b>Total Project Cost</b>	<b>\$187,425</b>

### **Project Costs Applicable to Exterior Improvements**

For purposes of the MDC Grant request for exterior beautification, the following costs have been pulled out and prioritized from the above totals. These exterior costs do not include the portion of shared items such as permitting, equipment costs, or contingencies that are in the House Remodel estimate above.

<b>Project Component</b>	<b>Component Cost</b>	<b>Notes/Explanation</b>
Reconstruct Roof	\$8,123	Includes Demo and new roof
Exterior Siding, Windows, Doors	\$14,202	Includes Siding Repair and new doors and windows
Exterior Ramp, Stairs, Concrete	\$5,917	Includes a handicap ramp and repair of porch and exterior stairs
Exterior Paint	\$5,858	Exterior paint of house and garage
Exterior Landscape	\$36,250	All exterior landscaping
<b>Total Exterior Costs</b>	<b>\$70,350</b>	

### *Proposed Project Schedule*

We are currently raising funds to be able to start this project with the hope to have the funds needed to start in spring 2017.

The project is estimated to take about 90 days to complete. This puts the targeted completion date in summer 2017.

We have secured fundraising commitments and some capital from refinancing our property with lower interest bonds. We have a fundraising auction in March 2017 to complete the fundraising effort. We are able to start and complete the project with cash reserves with hopes to replenish those cash reserves with the MDC grant as they are reserved for operations.

## Annual Report

No. <b>C 23938</b>  Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080  NO FILING FEE IF RECEIVED BY DUE DATE	Due no later than Jul 31, 2016 <b>Annual Report Form</b>  <div style="background-color: black; color: white; padding: 2px; text-align: center;"> <b>1. Mailing Address: Correct in this box if needed.</b> </div> COLE COMMUNITY CHURCH, INC. STEVE EVANS 8775 USTICK RD. BOISE ID 83704	2. Registered Agent and Address <b>(NO PO BOX)</b>  STEVE EVANS 8775 USTICK ROAD BOISE ID 83704  3. <u>New</u> Registered Agent Signature: *				
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
DIRECTOR	TED SPANGLER	332 S MOBLEY LN	BOISE	ID	USA	83712-8341
DIRECTOR	RODD RITCHIE	4711 SORENTO	BOISE	ID	USA	83704
DIRECTOR	JACKSON GRAMER	3397 N. SAWGRASS WAY	BOISE	ID	USA	83704
VICE PRESIDENT	DUANE GRAY	2525 BRIJINS CR.	BOISE	ID	USA	83704
SECRETARY	STEVE EVANS	13266 W DAHLIA DR	BOISE	ID	USA	83713
DIRECTOR	FRED SCHLADOR	1656 N. KENWOOD PL	EAGLE	ID	USA	83616
PRESIDENT	RON HILBRANDS	970 N WHITE LILY AVE	MERIDIAN	ID	USA	83642
DIRECTOR	ART ORTMAN	12304 W MUJR RIDGE	BOISE	ID	USA	83709
5. Organized Under the Laws of: <b>ID</b> <b>C 23938</b>		6. Annual Report must be signed.* Signature: Steve Evans Name (type or print): Steve Evans  Date: 05/25/2016 Title: Secretary				
Processed 05/25/2016		* Electronically provided signatures are accepted as original signatures.				

### Explanation of Corporate Structure:

Cole Valley Christian Schools is an auxiliary organization under the umbrella 501(c)(3) non-profit corporation of Cole Community Church. The Meridian campus is solely occupied and managed by Cole Valley Christian Schools. All financials of Cole Valley Christian Schools are managed separately from Cole Community Church and are independently audited annually.

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
<b>02000.000</b>		<b>SITE WORK</b>			
	<b>02060.000</b>	<b>Building Demolition</b>			
		Select building demolition	1,980.00 sqft	2.50 /sqft	4,950
		<b>Building Demolition</b>		<b>/sqft</b>	<b>4,950</b>
	<b>02070.105</b>	<b>Select demo-dumpsters</b>			
		Select demo-dumpsters	5.00 each	950.00 /each	4,750
		<b>Select demo-dumpsters</b>		<b>/each</b>	<b>4,750</b>
	<b>02070.355</b>	<b>Select demo-roof</b>			
		Select demo-asphalt roofing	995.00 sqft	1.10 /sqft	1,095
		<b>Select demo-roof</b>		<b>/sqft</b>	<b>1,095</b>
	<b>02075.010</b>	<b>Hard demo-bulk concrete</b>			
		hard demo-bulk concrete	2.00 cuyd	450.00 /cuyd	900
		<b>Hard demo-bulk concrete</b>		<b>/cuyd</b>	<b>900</b>
		<b>SITE WORK</b>		<b>/sqft</b>	<b>11,695</b>
<b>03000.000</b>		<b>CONCRETE</b>			
	<b>03310.010</b>	<b>CIP conc-subcontract</b>			
		CIP concrete step	3.50 sqyd	275.00 /sqyd	963
		CIP concrete form/strip & finish	27.00 sqft	25.00 /sqft	675
		<b>CIP conc-subcontract</b>		<b>/cuyd</b>	<b>1,638</b>
		<b>CONCRETE</b>		<b>/cuyd</b>	<b>1,638</b>
<b>05000.000</b>		<b>METALS</b>			
	<b>05550.010</b>	<b>Stairs: Stair Parts</b>			
		Stair Railing	10.00 lnft	58.00 /lnft	580
		<b>Stairs: Stair Parts</b>		<b>/each</b>	<b>580</b>
		<b>METALS</b>		<b>/lbs</b>	<b>580</b>
<b>06000.000</b>		<b>WOOD &amp; PLASTICS</b>			
	<b>06100.010</b>	<b>Framing: Subcontractor</b>			
		Framing sub walls	500.00 sqft	3.50 /sqft	1,750
		Framing sub floors	990.00 sqft	3.50 /sqft	3,465
		Framing/Deck material	1.00 lsum	14,425.00 /lsum	14,425
		<b>Framing: Subcontractor</b>		<b>/sqft</b>	<b>19,640</b>
	<b>06110.070</b>	<b>R. Carp-wall blocking</b>			
		Rough carp-wall blocking/backing	200.00 bdft	3.50 /bdft	700
		<b>R. Carp-wall blocking</b>		<b>/lnft</b>	<b>700</b>
	<b>06125.000</b>	<b>Framing: Wood decking</b>			
		Exterior Deck Ramp	394.00 sqft	7.11 /sqft	2,799
		<b>Framing: Wood decking</b>		<b>/bdft</b>	<b>2,799</b>
	<b>06208.106</b>	<b>I Trim: Cabinets</b>			
		Wall Cabinets Upper	8.00 lnft	125.00 /lnft	1,000
		Wall Cabinets Lower	12.00 lnft	165.00 /lnft	1,980
		Sink Base Cabinets Lower	9.00 lnft	165.00 /lnft	1,485
		<b>I Trim: Cabinets</b>		<b>/lnft</b>	<b>4,465</b>
	<b>06208.114</b>	<b>I Trim: Wood Base</b>			
		Wood Base 1 Piece	50.00 lnft	5.40 /lnft	270
		Wood Trim	575.00 lnft	5.40 /lnft	3,105
		<b>I Trim: Wood Base</b>		<b>/lnft</b>	<b>3,375</b>
	<b>06210.010</b>	<b>Ext Fin carp-wood siding</b>			
		Wood siding repair	355.00 sqft	2.63 /sqft	932



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		Ext Fin carp-wood siding		/sqft	932
06220.000	Millwork				
	Finish carpentry		1.00 lsum	1,750.00 /lsum	1,750
	Millwork			/lnft	1,750
06240.010	Plastic laminates				
	Plastic Laminate Counter Tops		12.00 lnft	125.00 /lnft	1,500
	Plastic Laminate Counter Tops Bath		9.00 lnft	125.00 /lnft	1,125
	Plastic laminates			/sqft	2,625
	WOOD & PLASTICS			/sqft	36,286
07000.000	THERMAL/MOISTURE PROTECTN				
07310.010	Asphalt shingles				
	Asphalt shingle roof		1,025.00 sqft	3.55 /sqft	3,639
	Roof underlayment		1,025.00 sqft	2.47 /sqft	2,532
	Asphalt shingles			/sqft	6,171
07608.020	Sheetmetal: Guttr DwnSpt				
	Gutter Aluminum Box		88.00 lnft	9.75 /lnft	858
	Sheetmetal: Guttr DwnSpt			/lnft	858
	THERMAL/MOISTURE PROTECTN			/sqft	7,028
08000.000	DOORS & WINDOWS				
08100.001	Division 8 Subcontractors				
	Hollow metal frame/ins. door ext.		4.00 lsum	1,575.00 /lsum	6,300
	Division 8 Subcontractors			/each	6,300
08110.051	Doors: Wood				
	Wood doors/frame ext.		1.00 lsum	1,800.00 /lsum	1,800
	Wood doors/frame int.		5.00 lsum	585.00 /lsum	2,925
	Doors: Wood			/each	4,725
08500.101	Windows: Aluminum				
	Aluminum exterior windows		180.00 sqft	28.72 /sqft	5,170
	Windows: Aluminum			/each	5,170
08710.000	Door hardware				
	Finish Hardware		1.00 lsum	1,250.00 /lsum	1,250
	Door hardware			/sets	1,250
	DOORS & WINDOWS			/sqft	17,445
09000.000	FINISHES				
09110.000	Non-load brg wall framing				
	Framing/Drywall/Ceiling Bid		990.00 lsum	2.75 /lsum	2,723
	Non-load brg wall framing			/sqft	2,723
09650.000	Resilient Flooring				
	Resilient flooring rubber		374.00 sqft	6.50 /sqft	2,431
	Resilient Flooring			/sqft	2,431
09650.100	Resilient tile flooring				
	Resil vinyl tile		489.00 sqft	3.75 /sqft	1,834
	Resilient tile flooring			/sqft	1,834
09650.170	Resilient base & access.				

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
<b>09650.170 Resilient base &amp; access.</b>					
		Floor resil base 4"	250.00 lnft	1.85 /lnft	463
		<b>Resilient base &amp; access.</b>		<b>/lnft</b>	<b>463</b>
<b>09680.110 Sheet carpet</b>					
		Carpet commercial tile	16.50 sqyd	34.35 /sqyd	567
		<b>Sheet carpet</b>		<b>/sqyd</b>	<b>567</b>
<b>09910.000 Exterior painting</b>					
		Exterior painting	1,484.00 lsum	2.25 /lsum	3,339
		Exterior painting preparation	1,484.00 lsum	1.10 /lsum	1,632
		Exterior painting deck stain	394.00 lsum	2.25 /lsum	887
		<b>Exterior painting</b>		<b>/lsum</b>	<b>5,858</b>
<b>09920.000 Interior painting</b>					
		Paint interior complete	2,990.00 sqft	2.25 /sqft	6,727
		<b>Interior painting</b>		<b>/sqft</b>	<b>6,727</b>
		<b>FINISHES</b>		<b>/sqft</b>	<b>20,602</b>
<b>15400.000 PLUMBING</b>					
<b>15400.010 Plumbing-subcontract</b>					
		Plumbing	1,000.00 sqft	10.50 /sqft	10,500
		<b>Plumbing-subcontract</b>	<b>7.00 fixt</b>	<b>1,500.00 /fixt</b>	<b>10,500</b>
		<b>PLUMBING</b>		<b>/SQF</b>	<b>10,500</b>
				<b>T</b>	
<b>15500.000 HVAC</b>					
<b>15500.010 HVAC-subcontract</b>					
		HVAC system	1,000.00 sqft	15.00 /sqft	15,000
		<b>HVAC-subcontract</b>	<b>1,000.00 sqft</b>	<b>15.00 /sqft</b>	<b>15,000</b>
		<b>HVAC</b>	<b>1,000.00 SQFT</b>	<b>15.00 /SQF</b>	<b>15,000</b>
				<b>T</b>	
<b>16000.000 ELECTRICAL</b>					
<b>16000.010 Electrical Complete</b>					
		Electrical	1,000.00 sqft	11.25 /sqft	11,250
		<b>Electrical Complete</b>		<b>/sqft</b>	<b>11,250</b>
		<b>ELECTRICAL</b>		<b>/sqft</b>	<b>11,250</b>

## Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	28,536		364.620 hrs			14.412 /sqft	18.80%
Material	29,789					15.045 /sqft	19.63%
Subcontract	55,419					27.989 /sqft	36.52%
Equipment	9,140					4.616 /sqft	6.02%
Other	9,140					4.616 /sqft	6.02%
	<b>132,024</b>	<b>132,024</b>				<b>66.679 /sqft</b>	<b>87.00</b>
Permit Allowance	3,035			2.000 %	T	1.533 /sqft	2.00%
Liability Insurance	1,518			1.000 %	T	0.766 /sqft	1.00%
Estimating/Market Conting.	15,175			10.000 %	T	7.664 /sqft	10.00%
<b>Total</b>		<b>151,752</b>				<b>76.642 /sqft</b>	

**PROBABLE CONSTRUCTION BUDGET**

<b>ITEMS</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
<b>EARTHWORK</b>				
Demolition	ea	1	\$1,000.00	\$1,000.00
Imported and Placed Topsoil	cy	80	\$30.00	\$2,400.00
<b>HARDSCAPE</b>				
masonry seat walls	sf	51	\$70.00	\$3,570.00
Bark mulch (1248sf)	cy	10	\$120.00	\$1,200.00
<b>FEATURES</b>				
gravel walk	sf	1,458	\$5.00	\$7,290.00
Brick Walk	sf	370	\$17.00	\$6,290.00
Lawn	ea	5,345	\$0.60	\$3,207.00
<b>PLANTS</b>				
Trees	ea	3	\$400.00	\$1,200.00
Large shrubs-5 gal	ea	20	\$60.00	\$1,200.00
Small Shrubs – 1 gal	ea	40	\$30.00	\$1,200.00
<b>WATER</b>				
Irrigation	sf	6,618	\$0.85	\$5,625.30
<b>Total</b>				<b>\$34,182.30</b>
Mobilization	ea	0	\$0.01	\$341.82
<b>Total</b>				<b>\$34,524.12</b>
Contingency	ea	0	\$0.05	\$1,726.21
<b>Total</b>				<b>\$36,250.33</b>

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

**Resolution NO. 17-0003**  
***Election of Officers***

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, RECOGNIZING THE PUBLIC  
MEETING WHEREIN NEW OFFICERS WERE ELECTED  
FOR THE AGENCY, ANKOWLEDGING THAT SUCH  
ELECTION WAS DONE IN FURTHERANCE AND  
COMPLIANCE WITH THE AGENCY BY-LAWS AS  
AMENDED; 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, Idaho Code §50-2006 of the Idaho Urban Renewal Law provides for the enactment of By-Laws for the Corporation,

WHEREAS, in furtherance of and in compliance with its duly enacted By-Laws (2009 As Amended) the Board of Commissioners for MDC conducts annual elections each year to select a Chairman, Vice Chairman Secretary and Treasurer,

WHEREAS, as set forth within the Bylaws the office of Treasurer and Secretary may be combined upon approval of the Board,

WHEREAS, MDC conducted an open public meeting on February 22, 2017 within which the Board of Commissioners completed its annual election of officers from its Board members, each to serve a one year term as officers of the Corporation,

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 in completing this election did expressly approve combining the officer role of Secretary and Treasurer.
3. That the following Commissioners have been duly elected to serve as an officer of the Corporation in the capacity listed adjacent to their name:

Chairman – \_\_\_\_\_

Vice Chairman – \_\_\_\_\_

Secretary/Treasurer – \_\_\_\_\_

4. That the actions of each of the officers of the Corporation who held a position as officer immediate prior to this election are hereby ratified and confirmed.
5. 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 22nd day of February, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 22nd day of February, 2017.

APPROVED:

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

ATTEST:

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



**TASK ORDER AGREEMENT AMENDMENT # 1**  
**February 15, 2017**

**PROJECT:**    **Nine Mile Creek Flood Plain Study**

**INTRODUCTION:**

Forsgren Associates is currently performing a flood plain study for the Nine Mile Creek area for Meridian Development Corporation. The original scope for this effort did not include additional surveying. After review of available topographic data, it has been identified that additional survey in the area will improve the modeling results and increase accuracy due to the recent Meridian Road improvements and the resulting local topographic changes.

Under this amendment Forsgren will provide additional survey to expand cross sections at the locations shown on the attached figure. The effort will include field surveying and processing of the data for incorporation into the hydraulic model. The budget for this amendment is \$1,700.00.

**FORSGREN ASSOCIATES, INC.**

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

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

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

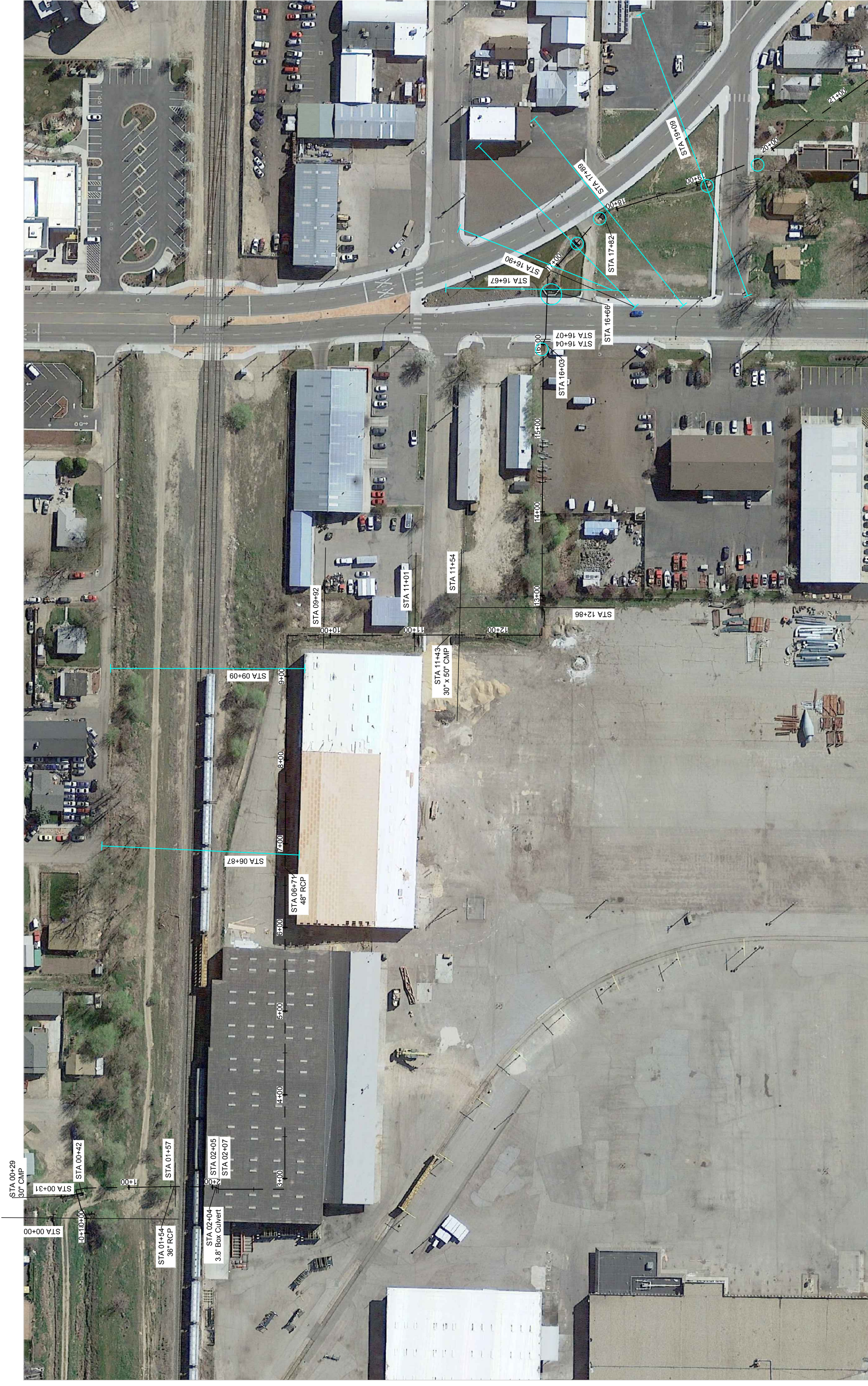
**CLIENT:**

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

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

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









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

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

This is Amendment 1 to Task Order 1. Task Order 1 (TO1) was for the preparation and updating of the Nine Mile Creek floodplain study. This Amendment 1 is to provide for an expanded survey to enhance the study and is executed pursuant and subject to the Professional Services Agreement for Engineering Services between Forsgren Associates, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated August 24, 2011 and extended October 9, 2016 (Agreement).

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

**WHEREAS**, the Parties desire to execute this Amendment 1 to 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 additional scope of Scope of Services for the fee noted in Exhibit A attached hereto and incorporated herein. This Amendment to TO1 is issued pursuant and is subject to the Agreement between MDC and Consultant. This Amendment 1 to TO1 shall be effective February 22, 2017. The services and work to be performed under TO1 and this amendment shall be completed no later than September 30, 2017.

MERIDIAN DEVELOPMENT CORPORATION

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

Printed Name: Jim Escobar

Title: Board Chair

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

Dave Winder, Secretary

FORSGREN ASSOCIATES, INC.

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

Printed Name: Steven R. Yearsley

Title: Project Manager

## Exhibit A - Scope of Work



### **TASK ORDER AGREEMENT AMENDMENT # 1** **February 15, 2017**

**PROJECT:**    **Nine Mile Creek Flood Plain Study**

**INTRODUCTION:**

Forsgren Associates is currently performing a flood plain study for the Nine Mile Creek area for Meridian Development Corporation. The original scope for this effort did not include additional surveying. After review of available topographic data, it has been identified that additional survey in the area will improve the modeling results and increase accuracy due to the recent Meridian Road improvements and the resulting local topographic changes.

Under this amendment Forsgren will provide additional survey to expand cross sections at the locations shown on the attached figure. The effort will include field surveying and processing of the data for incorporation into the hydraulic model. The budget for this amendment is \$1,700.00.

**FORSGREN ASSOCIATES, INC.**

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

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

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

**CLIENT:**

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

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

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

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

**Resolution No. 17-004**

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 AMENDMENT ONE  
TO 2016 TASK ORDER ONE TO UPDATE THE NINE MILE  
CREEK FLOODPLAIN STUDY UNDER THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE MERIDIAN DEVELOPMENT CORPORATION ("MDC")  
AND FORSGREN ASSOCIATES, INC., ("CONSULTANT");  
AUTHORIZING THE EXECUTION OF AMENDMENT ONE  
TO THE TASK ORDER AGREEMENT BY THE CHAIRMAN  
OR VICE-CHAIRMAN AND SECRETARY; AUTHORIZING  
ANY TECHNICAL CHANGES TO THE AMENDMENT TO  
THE TASK ORDER AGREEMENT; AUTHORIZING THE  
ADMINISTRATOR TO TAKE ALL NECESSARY ACTION  
REQUIRED TO IMPLEMENT THE AMENDMENT TO THE  
TASK ORDER AGREEMENT; AND PROVIDING AN  
EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, MDC entered into Task Order One ("TO1") with CONSULTANT regarding engineering work related to updating the Nine Mile Creek floodplain study and TO1 needs to be amended to include additional surveying work to enhance the results of the study.

WHEREAS, the Amendment 1 to TO1 as contained in Exhibit A are to be performed in accordance with the terms and conditions contained in the Agreement.

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the Amendment 1 to TO1 attached as Exhibit A and the execution of Amendment 1 to 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 Amendment 1 to TO1 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That the Amendment 1 to TO1 be and the same hereby is approved pursuant to and under the terms of the Agreement (Exhibit A) and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the Amendment 1 to 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 Amendment 1 to TO1 subject to representations by MDC staff and legal counsel that all

conditions precedent to actions contemplated in the Amendment 1 to TO1, and any necessary technical changes to the Amendment 1 to 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 February 22nd, 2017 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 February 22nd, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this February 22nd, 2017.

APPROVED:

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

ATTEST:

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

## **EXHIBIT A – AMENDMENT 1 to TO1**



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

This is Amendment 1 to Task Order 1. Task Order 1 (TO1) was for the preparation and updating of the Nine Mile Creek floodplain study. This Amendment 1 is to provide for an expanded survey to enhance the study and is executed pursuant and subject to the Professional Services Agreement for Engineering Services between Forsgren Associates, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated August 24, 2011 and extended October 9, 2016 (Agreement).

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

**WHEREAS**, the Parties desire to execute this Amendment 1 to 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 additional scope of Scope of Services for the fee noted in Exhibit A attached hereto and incorporated herein. This Amendment to TO1 is issued pursuant and is subject to the Agreement between MDC and Consultant. This Amendment 1 to TO1 shall be effective February 22, 2017. The services and work to be performed under TO1 and this amendment shall be completed no later than September 30, 2017.

MERIDIAN DEVELOPMENT CORPORATION

FORSGREN ASSOCIATES, INC.

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

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

Printed Name: Jim Escobar

Printed Name: Steven R. Yearsley

Title: Board Chair

Title: Project Manager

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

Dave Winder, Secretary



**Exhibit A**



**TASK ORDER AGREEMENT AMENDMENT # 1  
February 15, 2017**

**PROJECT: Nine Mile Creek Flood Plain Study**

**INTRODUCTION:**

Forsgren Associates is currently performing a flood plain study for the Nine Mile Creek area for Meridian Development Corporation. The original scope for this effort did not include additional surveying. After review of available topographic data, it has been identified that additional survey in the area will improve the modeling results and increase accuracy due to the recent Meridian Road improvements and the resulting local topographic changes.

Under this amendment Forsgren will provide additional survey to expand cross sections at the locations shown on the attached figure. The effort will include field surveying and processing of the data for incorporation into the hydraulic model. The budget for this amendment is \$1,700.00.

**FORSGREN ASSOCIATES, INC.**

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

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

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

**CLIENT:**

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

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

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



# URA and LMI Pedestrian Priorities ZOOM





Print Date: 2/9/2017





## LMI and URA Pedestrian Infrastructure Priorities

### Color Legend

X	ACHD Project with sidewalk scope. CDBG funds not useable. MDC partnership may accelerate.
X	ACHD project without sidewalk scope. MDC/CDBG partnership may increase scope to include sidewalk or accelerate.

### Column Description, Y or N

ACHD Road:	An ACHD road project to occur in the same location. May or may not have a sidewalk component.
ACHD Ped:	An ACHD sidewalk project to occur in the described area. May or may not have a roadway component.
Available Land:	Whether there is existing public right-of-way to accommodate sidewalk project. Does not automatically receive a "0" Score.
With Dev:	Projects expected to occur with redevelopment, or are ACHD projects to begin construction soon. Automatically receive a "0" Score.

### Column Description, Scale 1-10 (Better)

Com. Benefit:	Considerations include project filling a sidewalk gap, potential safe route to school, and the number of properties which may benefit.
Project Ease:	Considerations include obstructions such as power poles, drainage issues, if curb and gutter will be necessary, and tree impacts. Perspective is that of sidewalk project only. May be easier with ACHD led efforts.
Score:	This is an average score from one to ten. Zeros may be assigned if a project is expected to be done with development.

			Y or N				Scale 1-10 (Better)			Comments
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	
13	E Carlton Ave	339	N	N	Y	N	8	10	9	No adjacent sidewalk, but easy project.
3	E State Ave	91	Y	N	Y	N	8	10	9	Would need to be done with #6.
6	E State Ave	15	Y	N	Y	N	8	10	9	Would need to be done with #3.
19	E Washington Ave	162	N	N	Y	N	8	10	9	No adjacent sidewalk, but easy project. Existing rolled curb with room to detach.
92	W Cherry Ave	131	N	N	Y	N	10	8	9	If detached, minimal improvements.
18	E 5th St	258	Y	N	Y	N	8	9	8.5	No adjacent sidewalk, but easy project. Existing rolled curb with room to detach if needed.

			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
53	W 2nd St	541	Y	N	Y	N	9	8	8.5	Minor landscaping
30	E 2nd St	264	N	N	Y	N	9	7	8	Some grade behind existing curb. Attach or detach. Big benefit with Pine Ave improvements.
5	E 5th St	277	Y	N	Y	N	8	8	8	Possible power pole to avoid and some landscaping. Appears to be enough ROW.
69	W 2nd St	270	N	N	Y	N	8	8	8	If detached, minimal improvements.
74	W 2nd St	261	N	N	Y	N	9	7	8	Some landscaping in ROW. If detached, minimal improvements but larger impact. If attached, \$\$\$
32	E Badley Ave	135	N	N	Y	N	9	6	7.5	Possible tree or drainage issue. May be minor.
36	E Badley Ave	75	N	N	Y	N	7	8	7.5	Existing rolled curb. Attach.
14	E Carlton Ave	132	N	N	Y	N	8	7	7.5	No adjacent sidewalk. Potential tree impact and existing landscape improvements. Existing rolled curb.
15	E Carlton Ave	156	N	N	Y	N	6	9	7.5	No adjacent sidewalk, but easy project. Existing rolled curb with room to detach
16	E Carlton Ave	335	N	N	Y	N	8	7	7.5	Existing rolled curb with room to detach. May have one large tree issue.
87	E Carlton Ave	321	N	N	Y	N	7	8	7.5	Existing curb - attach. May be some minor grading to be done behind walk.
26	E State Ave	107	Y	N	Y	N	8	7	7.5	Possible drainage structure to work around.
51	W 2nd St	95	Y	N	Y	N	7	8	7.5	Existing rolled curb
52	W 2nd St	1108	Y	N	Y	N	10	5	7.5	Landscaping to be worked around and lots of property owners to work with.
70	W 2nd St	266	N	N	Y	N	8	7	7.5	Potential tree impact. Some new improvements near Idaho Ave in poor location :/
77	W 2nd St	72	N	N	Y	N	8	7	7.5	Short amount of curb may be necessary near Pine intersection to attach (grade).
60	W 3rd St	186	N	N	Y	N	7	8	7.5	If detached, minimal improvements.

			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
68	W Broadway Ave	271	N	N	Y	N	7	8	7.5	If detached, minimal improvements.
84	W Pennwood St	511	N	N	Y	N	10	5	7.5	Design could vary. Adj. property is lower than road. Would benefit new apartments to West.
8	E 4th St	151	Y	N	Y	N	9	5	7	Dilapidated asphalt curbing and drainage issues at corner of State. May be able to work around.
21	E 4th St	108	Y	N	Y	N	7	7	7	Potential drainage issues. Drain may need to be relocated.
4	E 5th St	278	Y	N	Y	N	8	6	7	Shed, fence, and other improvements within ROW.
17	E 5th St	259	Y	N	Y	N	7	7	7	Existing rolled curb. Potential tree to avoid.
28	E State Ave	330	Y	N	Y	N	8	6	7	Possible tree. Neighbor with junk yard in ROW.
20	E Washington Ave	355	N	N	Y	N	8	6	7	Existing rolled curb. Several potential tree conflicts.
63	W 3rd St	81	N	N	Y	N	6	8	7	If detached, minimal improvements. Possible tree to work around.
93	W Cherry Ave	260	N	N	Y	N	9	5	7	Potential drainage to avoid. Would want adj. owner to be supportive.
48	W Maple Ave	575	Y	N	Y	N	8	6	7	Potential tree conflict.
49	W Maple Ave	576	Y	N	Y	N	7	7	7	Potential tree conflict. Prune/root grind may be sufficient.
7	E 4th St	214	Y	N	Y	N	8	5	6.5	Constructed improvements, fence, and large tree within ROW (north of alley).
35	E Badley Ave	244	N	N	Y	N	7	6	6.5	Possible drainage structure to work around.
40	E Gruber Ave	245	N	N	Y	N	3	10	6.5	Existing rolled curb with no impediments. Limited benefit till E 3rd ext.
2	E State Ave	212	Y	N	Y	N	6	7	6.5	Walk at Kathy dead ends at private lane and irrigation box.
9	E State Ave	84	Y	N	Y	N	8	5	6.5	Fence, trees, and other improvements in ROW.

			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
98	W Broadway Ave	79	N	N	y	n	7	6	6.5	Potential drainage issue near corner.
55	W Washington St	890	Y	N	Y	N	8	5	6.5	Some possible tree work needed.
29	E 2nd St	146	N	N	Y	N	6	6	6	Some landscape wall in ROW
37	E 3rd St	181	N	N	Y	N	2	10	6	Street needs to be redone with E 3rd extension.
38	E 3rd St	179	N	N	Y	N	2	10	6	Street needs to be redone with E 3rd extension.
34	E Badley Ave	247	N	N	Y	N	7	5	6	Possible tree issue and drainage to avoid.
10	E State Ave	151	Y	N	Y	N	8	4	6	Large trees and potential power pole.
22	E Washington Ave	534	N	N	N	N	9	3	6	Potential drainage issues related to grading (adj. property below grade with no curb/gutter.
100	W 1st St	197	Y	N	Y	N	7	5	6	Existing curb repair. Attach to avoid improvements within public ROW.
61	W 3rd St	268	N	N	Y	N	6	6	6	Some possible tree work needed.
58	W 4th St	276	N	N	Y	N	7	5	6	Some possible tree work needed.
65	W Broadway Ave	94	N	N	Y	N	5	7	6	Segment outside of URA to west would need to be done too, or no community value.
94	W Carlton Ave	253	N	N	Y	N	7	5	6	Fence and landscaping within ROW.
12	E 4th St	260	N	N	Y	N	6	5	5.5	Have to attach due to parking pad size/location
24	E Carlton Ave	330	N	N	Y	N	8	3	5.5	Would likely need to attach and curb gutter until more ROW is acquired from property to North.
62	W 3rd St	274	N	N	Y	N	5	6	5.5	Possible tree removal.
67	W 4th St	277	N	N	Y	N	5	6	5.5	Fence and landscaping within ROW.

			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
64	W Broadway Ave	272	N	N	Y	N	7	4	5.5	Power poles and irrigation to avoid. Possible to work around and integrate.
42	E 2 1/2 Street	292	Y	Y	N	N	8	2	5	Power lines would likely require attached, with curb and gutter.
43	E 2 1/2 Street	358	Y	Y	N	N	8	2	5	Power lines would likely require attached, with curb and gutter.
44	E 2 1/2 Street	165	Y	Y	N	N	8	2	5	Power lines would likely require attached, with curb and gutter.
95	E 2 1/2 Street	535	Y	Y	N	N	8	2	5	Limited ROW, power lines, and drainage needs. To be done with #96
11	E 4th St	264	N	N	Y	N	5	5	5	Fencing in right of way. Would likely need to attach.
83	E 5th St	204	Y	N	Y	N	6	4	5	Attached sidewalk due to apartment parking.
96	E Gruber Ave	12	N	N	N	N	8	2	5	To be done with #95
1	E State Ave	264	Y	N	Y	N	7	3	5	Power lines may or may not be an issue.
57	W 4th St	626	N	N	Y	N	7	3	5	Tree, drainage, and power pole restrictions. Need curbing.
91	W 4th St	517	N	N	N	N	7	3	5	Should be easy to detach, but Church has historically been extremely difficult to work with.
90	W Washington St	130	Y	N	Y	N	3	7	5	Subdivision to east has no walks. Existing rolled curb.
99	W Washington St	130	Y	N	Y	N	3	7	5	Subdivision to east has no walks. Existing rolled curb.
25	E 3rd St	265	Y	Y	Y	N	6	3	4.5	With E 3rd St project. TBD.
27	E 3rd St	179	Y	Y	Y	N	6	3	4.5	With E 3rd St project. TBD.
31	E 3rd St	149	Y	Y	Y	N	6	3	4.5	With E 3rd St project. TBD.
23	E 2 1/2 Street	256	Y	Y	N	N	6	2	4	Power lines would likely require attached, with curb and gutter.



			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
78	W 2nd St	69	N	N	Y	N	1	7	4	Landscape and fencing within ROW. Existing rolled curb - attach.
97	W 2nd St	354	N	N	Y	N	2	6	4	If detached, minimal improvements.
89	W 3rd St	327	N	N	Y	N	1	7	4	If detached, minimal improvements.
76	W 1st St	338	N	Y	Y	N	2	5	3.5	Likely a tree removal (poor condition)
75	W 1st St	340	N	Y	Y	N	2	4	3	Likely some tree removals
79	W 2nd St	197	N	N	Y	N	2	3	2.5	Likely need curb and gutter to attach.
80	W 3rd St	203	Y	N	Y	N	1	4	2.5	Irrigation within ROW. May be issues?
88	W 3rd St	326	N	N	Y	N	1	4	2.5	Some power poles to avoid and potential tree removal (minor).
81	W 3rd St	204	Y	N	Y	N	1	3	2	Landscaping and trees within public ROW. Grade change and no curb.
86	W Corporate Dr	1129	N	N	Y	N	1	2	1.5	Drainage would need to be done. No power poles though!
39	E 3rd St	299	N	N	Y	Y	9	5	0	Redevelopment will be required to build street. Could do interim pathway.
41	E 3rd St	298	N	N	Y	Y	9	5	0	Redevelopment will be required to build street. Could do interim pathway.
33	E Badley Ave	363	N	N	Y	Y	9	7	0	City has had several interested developers for adjacent property.
45	E Pine Ave	72	Y	Y	Y	Y	9	2	0	Tree conflict and drainage. Being rebuilt as part of Pine Ave project.
46	E Pine Ave	132	Y	Y	Y	Y	9	2	0	Multiple tree conflict and drainage. Being rebuilt as part of Pine Ave project.
82	E Pine Ave	474	Y	Y	Y	Y	9	4	0	Attached due to limited ROW. Being rebuilt as part of Pine Ave project
71	W 1st St	266	N	Y	Y	Y	9	8	0	Will be done as part of ACHD 1st Street project.

			Y or N				Scale 1-10 (Better)			
ID #	Street Name	Length (ft)	ACHD Road	ACHD Ped.	Avail. Land	With Dev.	Com. Benefit	Project Ease	Score	Comments
72	W 1st St	264	N	Y	Y	Y	9	8	0	Will be done as part of ACHD 1st Street project.
73	W 1st St	173	N	Y	Y	Y	9	5	0	Some tree removal. Will be done as part of ACHD 1st Street project.
47	W 4th St	37	N	Y	Y	Y	7	6	0	Being redo as part of 4th Street project.
50	W 4th St	78	N	Y	Y	Y	7	6	0	Being redo as part of 4th Street project.
54	W 4th St	105	N	Y	Y	Y	9	4	0	Improvements within ROW. Being done as part of ACHD 4th Street project.
56	W 4th St	663	N	Y	Y	Y	9	4	0	Attached needed with rolled curb. Being done as part of ACHD 4th Street project.
59	W 4th St	272	N	Y	Y	Y	7	5	0	Some possible tree work needed. Being done as part of ACHD 4th Street project.
66	W 4th St	270	N	Y	Y	Y	6	7	0	If detached, minimal improvements. Being done as part of ACHD 4th Street project (attached).
85	W Corporate Dr	799	N	N	N	Y	10	5	0	Curb gutter needed, but no other issues. Will be done with apartment project.



# Segment # 3



## Legend



## Priority Pedestrian Gaps

--- Crossing

--- Walk

--- Crossing

--- Walk

## Other Pedestrian Gaps

--- Crossing

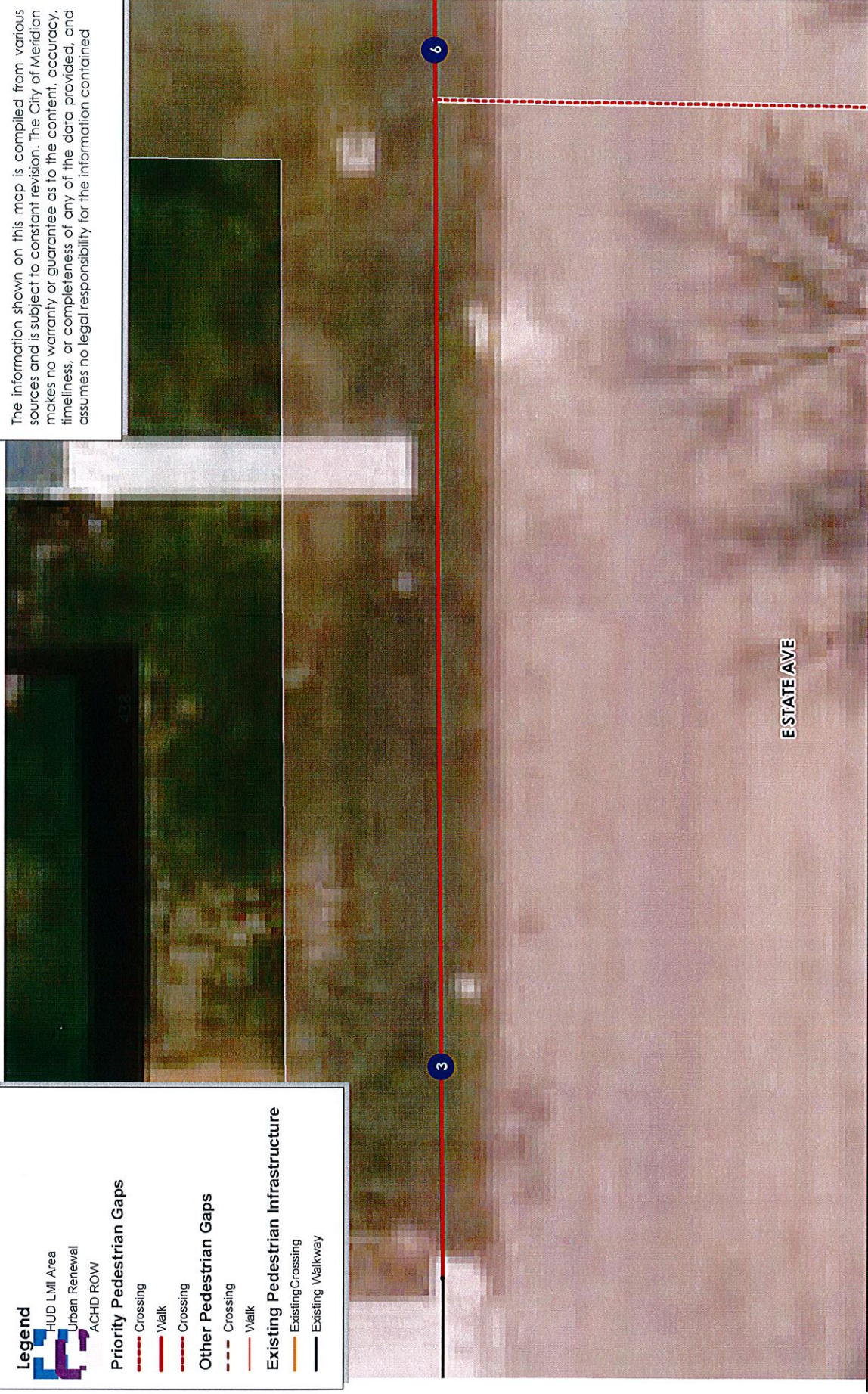
--- Walk

## Existing Pedestrian Infrastructure

--- Existing Crossing

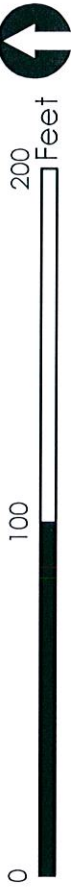
--- Existing Walkway

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# Segment # 5



**Legend**

HUD LMI Area
 Urban Renewal
 ACHD ROW

**Priority Pedestrian Gaps**

Crossing

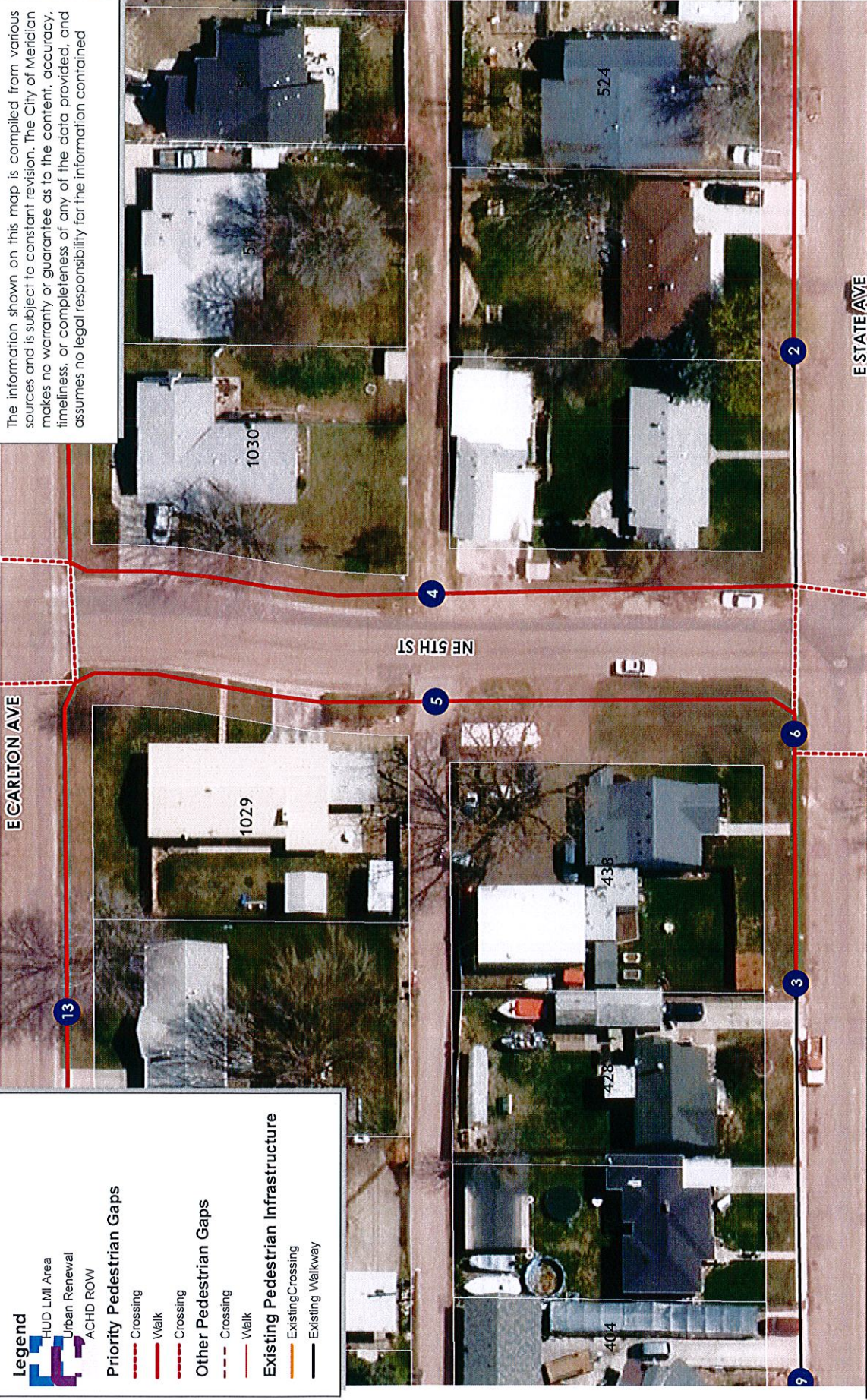
**Other Pedestrian Gaps**

Crossing

**Existing Pedestrian Infrastructure**

Existing Crossing
 Existing Walkway

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# Segment # 6



## Priority Pedestrian Gaps

- Crossing
- Walk

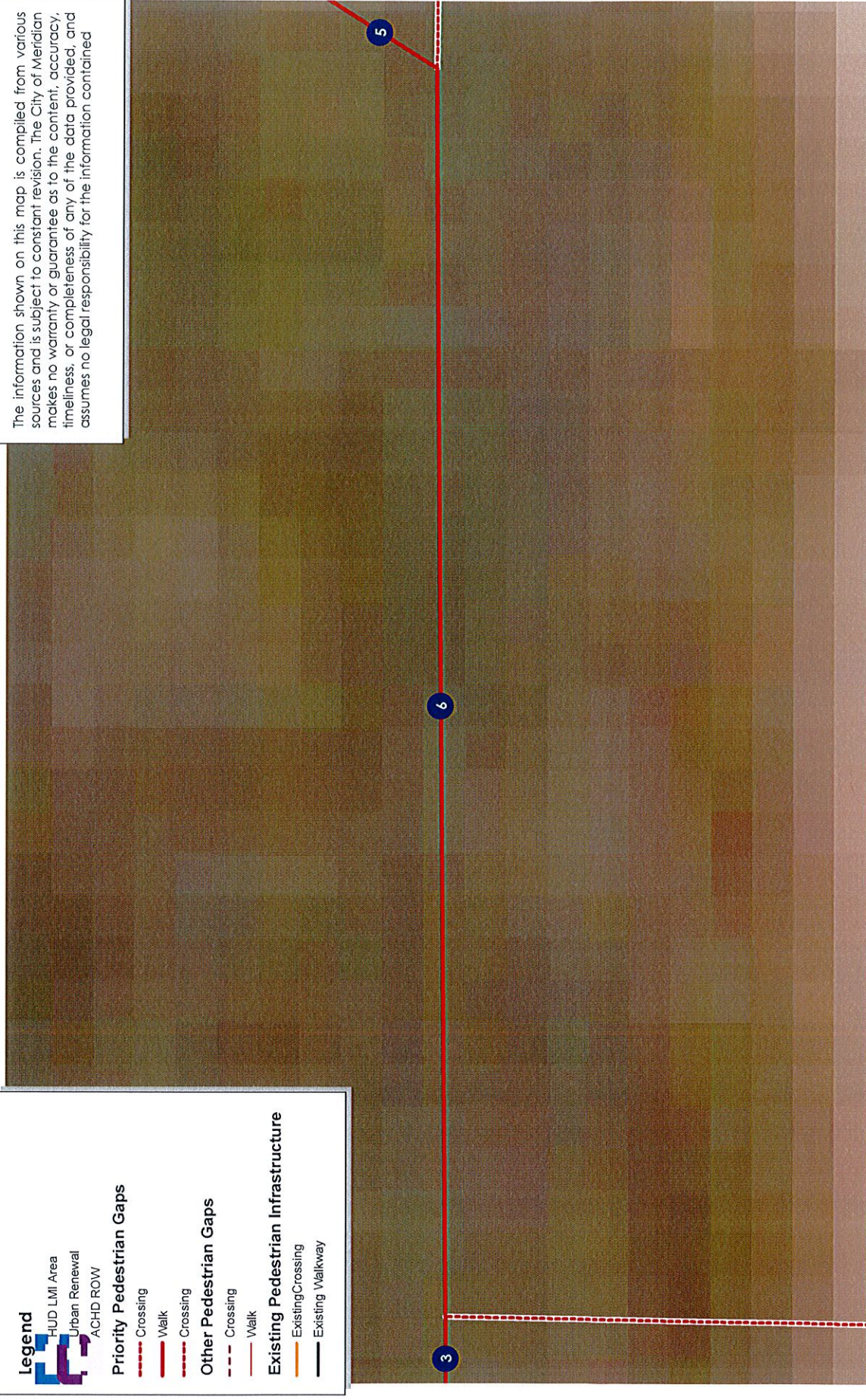
## Other Pedestrian Gaps

- Crossing
- Walk

## Existing Pedestrian Infrastructure

- Existing Crossing
- Existing Walkway

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# Segment # 13



**Legend**

HUD LMI Area  
Urban Renewal  
ACHD ROW

**Priority Pedestrian Gaps**

- Crossing
- Walk

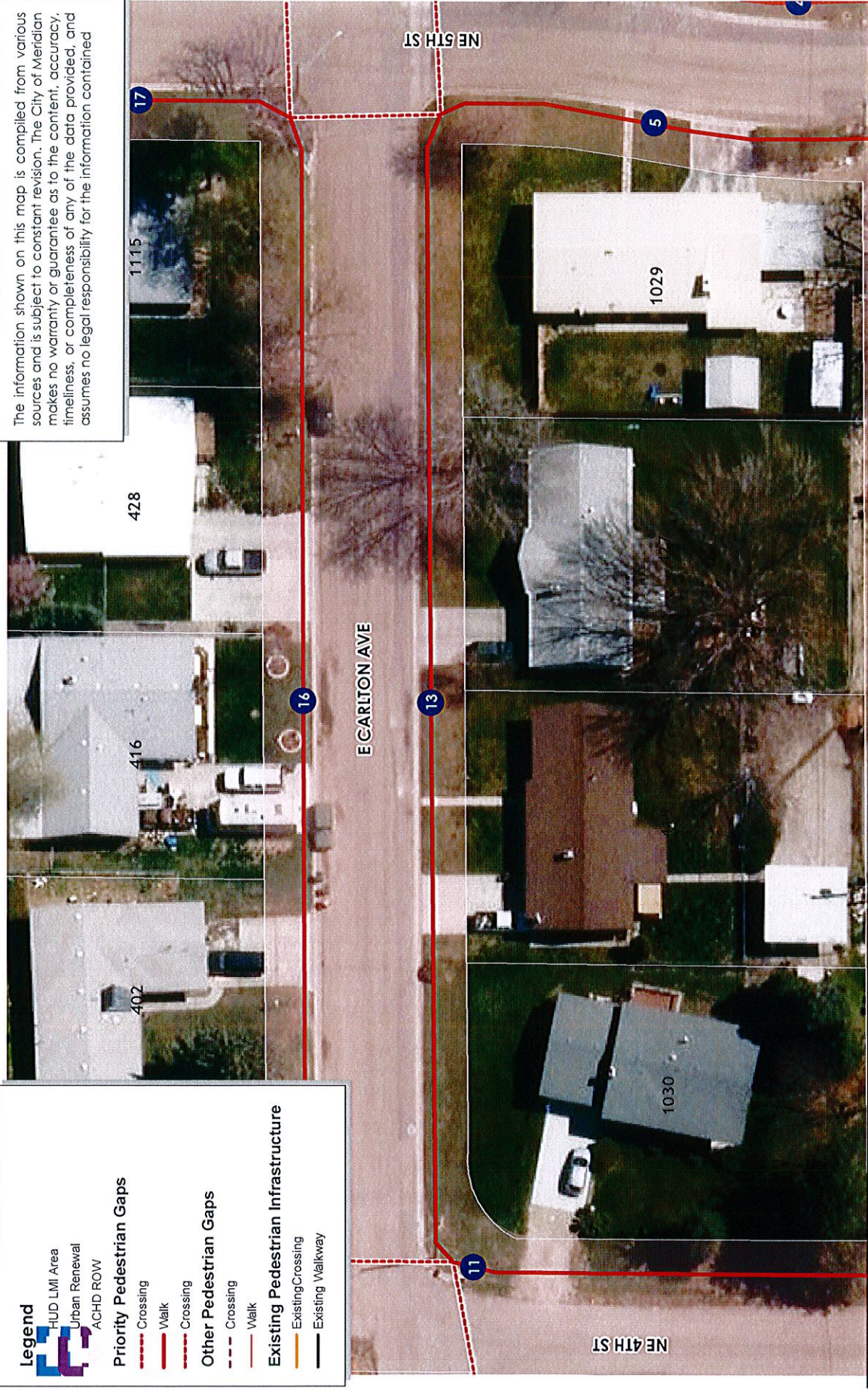
**Other Pedestrian Gaps**

- Crossing
- Walk

**Existing Pedestrian Infrastructure**

- Existing Crossing
- Existing Walkway

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# Segment # 19



**Legend**

 HUD LMI Area  
 Urban Renewal  
 ACHD ROW

**Priority Pedestrian Gaps**

--- Crossing

--- Walk

--- Crossing

**Other Pedestrian Gaps**

--- Crossing

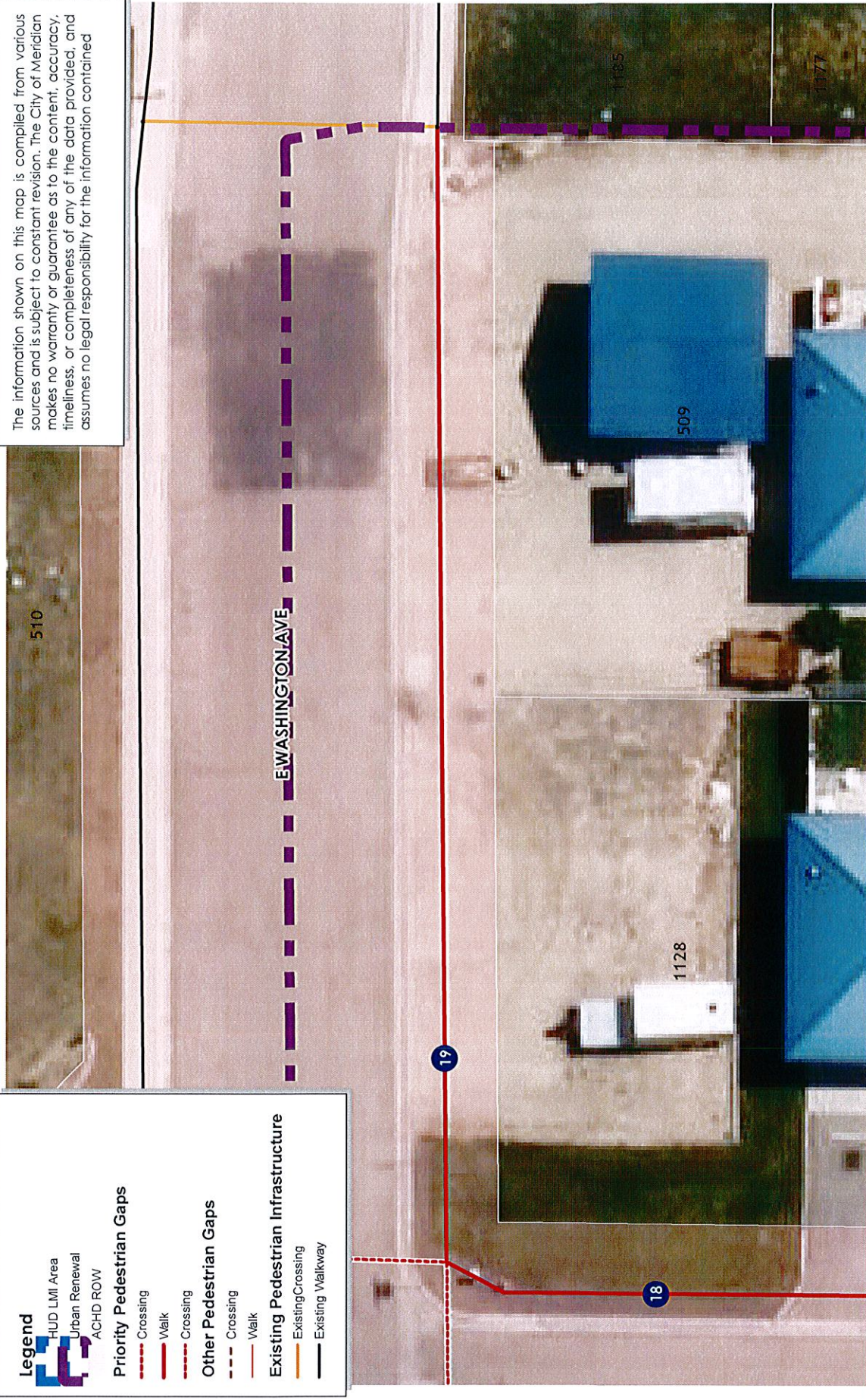
--- Walk

**Existing Pedestrian Infrastructure**

--- Existing Crossing

--- Existing Walkway

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# Segment # 92



**Legend**

 HUD LMI Area  
 Urban Renewal  
 ACHD ROW

**Priority Pedestrian Gaps**

--- Crossing

--- Walk

**Other Pedestrian Gaps**

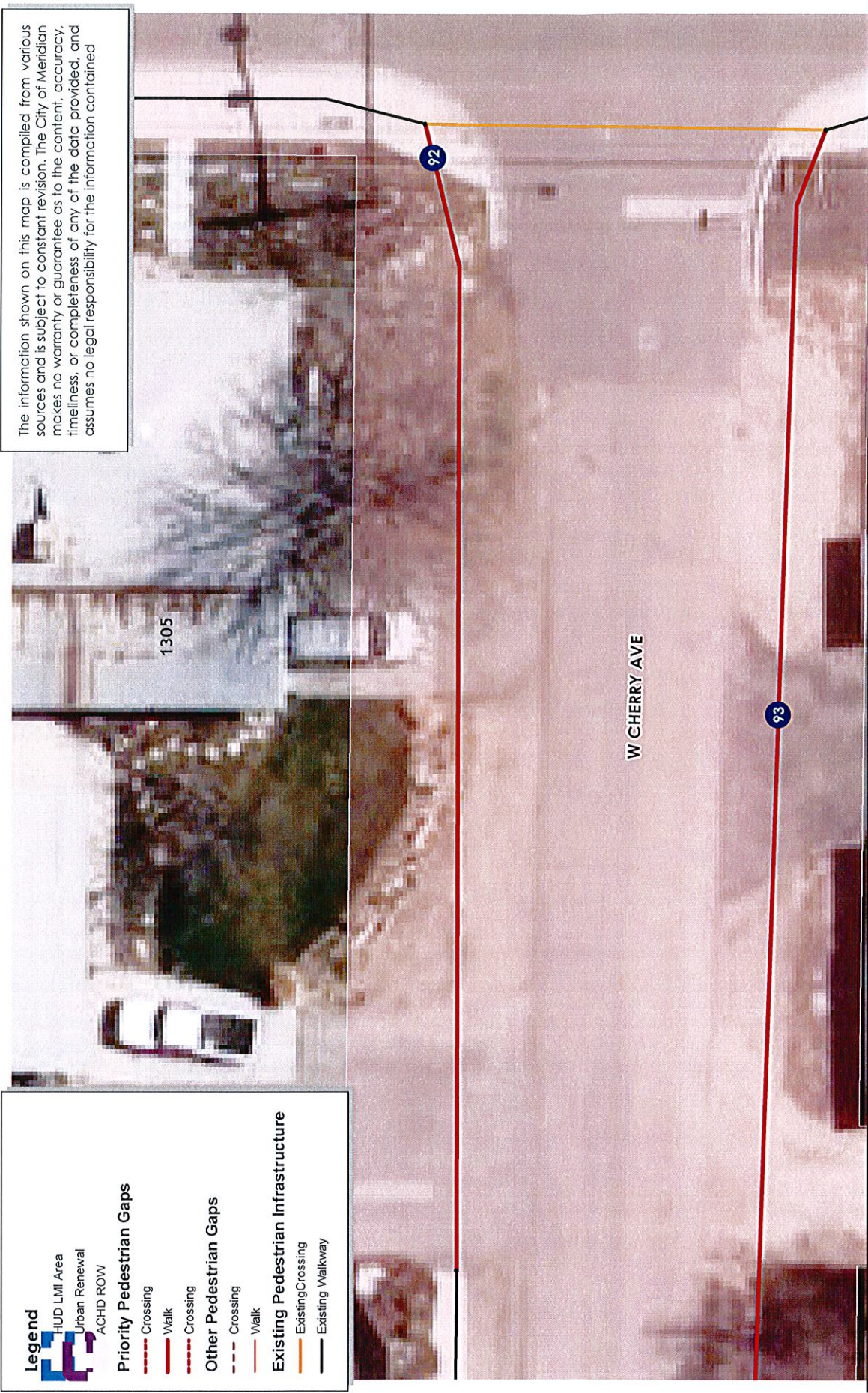
--- Crossing

--- Walk

**Existing Pedestrian Infrastructure**

--- Existing Crossing

--- Existing Walkway



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# Segment # 24



## Legend



### Priority Pedestrian Gaps

--- Crossing

--- Walk

--- Crossing

--- Walk

--- Crossing

--- Walk

--- Crossing

--- Walk

--- Crossing

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### Existing Pedestrian Infrastructure

--- Existing Crossing

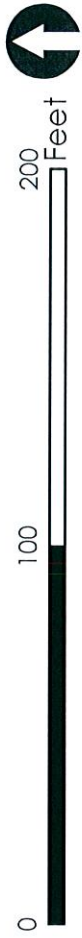
--- Existing Walkway

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# Segment # 17



## Legend



### Priority Pedestrian Gaps

--- Crossing

--- Walk

--- Crossing

### Other Pedestrian Gaps

--- Crossing

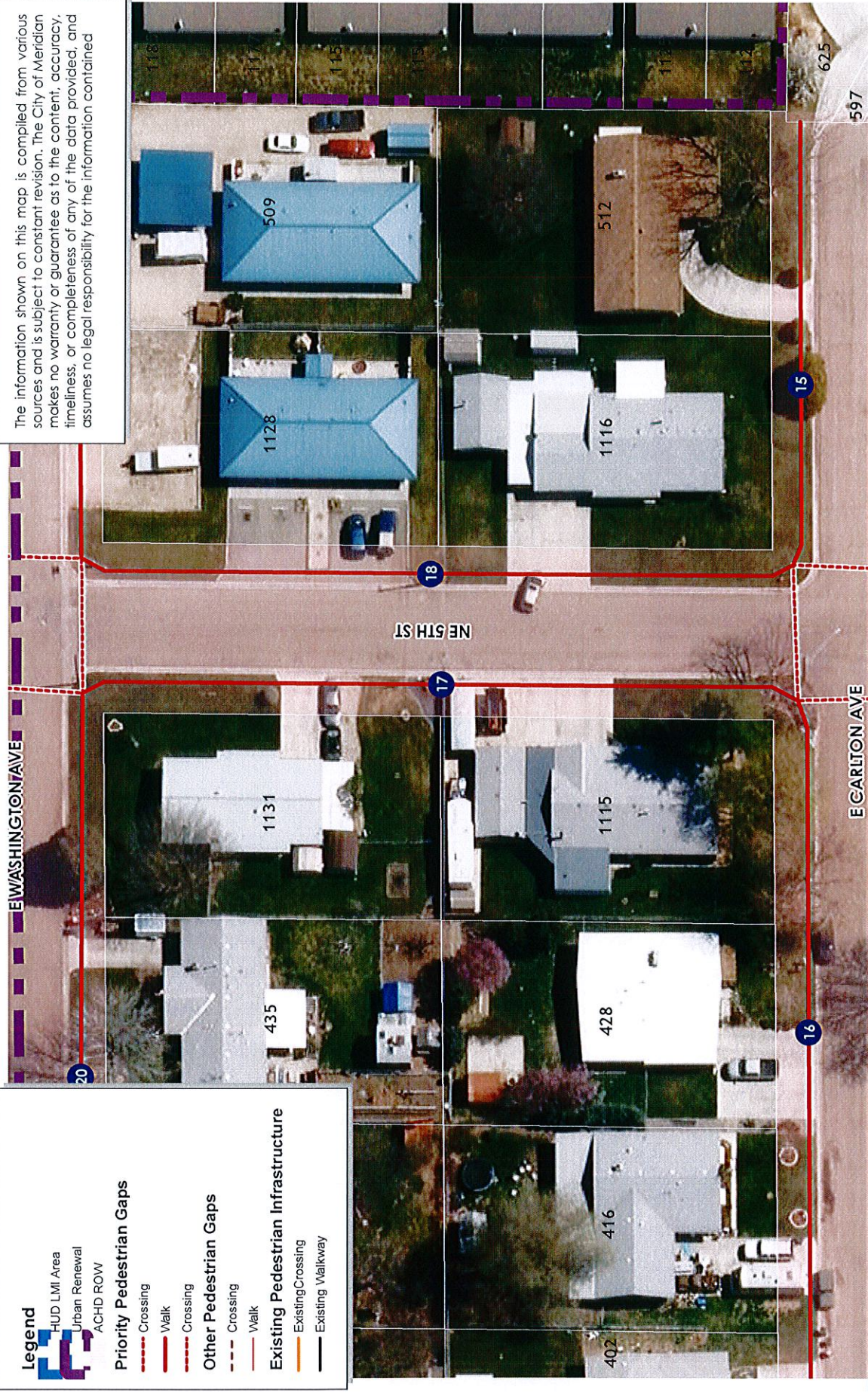
--- Walk

### Existing Pedestrian Infrastructure

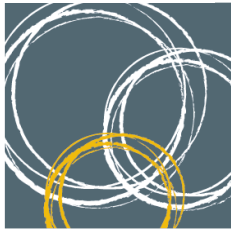
--- Existing Crossing

--- Existing Walkway

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**DOWNTOWN PARKING, TRANSPORTATION AND STREETScape SUBCOMMITTEE  
MEETING MINUTES**

**February 15, 2017 at 4:00pm  
Meridian City Hall, City Council Conference Room**

Attendees: Ashley Squyres, Thomas Baker, Keith Bird, Dan Basalone, David Ballard, Justin Lucas, Rhonda Jalbert, Karen Wooddell, April Guinsler, Cody Homan, Caleb Hood

**1. CDBG Sidewalk Discussion**

Caleb reviewed the LMI and URA Pedestrian Infrastructure Priorities as drafted by Brian McClure. These priorities were based upon Community Benefit, Project Ease, Existing Facilities, Available Land, and Potential Redevelopment.

The committee reviewed the scoring and opportunities and put together a list of potential projects that could be funded with CDBG dollars in the URD. These projects will be reviewed by ACHD and they will assist with high-level cost estimates so the committee can make an adequate recommendation as to how to move forward and with which potential project.

Based on review of the map, the scoring, and the opportunities, the committee is recommending the following potential projects to the MDC Board [numbers correlate to the attached map]: 3, 5, 6, 13, 17, 19, 24, and 92.

The recommendation to the board includes utilizing the CDBG dollars [\$50k-\$70k] towards the design of a project [or potentially projects] and committing to the construction of a project the following fiscal year with additional CDBG dollars.

The goal is to obtain direction from the MDC board, gain cost estimates from ACHD, select a project based upon those estimates, and begin design by July 2017.

MDC will have a subrecipient agreement with the City of Meridian to manage the project and the agency would use one of their on-call engineering firms to complete the design.

**2. Pine Avenue Update – If Any [Cody/Justin]**

Cody updated the committee that the cost estimates have been updated and the numbers have decreased slightly. Cody sent Ashley the updated numbers right before this meeting.

**3. VRT Update [Rhonda Jalbert]**

Rhonda updated the committee on the ridership analysis that is being conducted to confirm numbers for ridership and revenues. She also updated the committee regarding the on-going ValleyRide Connect study that will be completed later in 2017 and that VRT is working on

metrics for the new Harvest Transit service.

**4. Code Enforcement Update [Thomas Baker]**

Thomas updated the committee that the code enforcement officers are only giving warnings this week given the lack of recent enforcement because of weather. He updated the committee that they are continuing on in the hiring process for additional officers.

**5. Idaho Avenue [Caleb Hood]**

Caleb updated the committee on on-going efforts towards the next phase of the Idaho Avenue Placemaking Project. He discussed a recent meeting with ACHD staff members pertaining to art installations.



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**MDC PROPERTY COMMITTEE MEETING AGENDA**  
**Wednesday, February 15, 2017**  
**City Hall, City Council Conference Room**  
**2:30pm**

Attendees: Ashley Squyres, Nathan Mueller, Dan Basalone, Tammy de Weerd, Dave Winder, Saul Hernandez, and Todd Lakey

**1. Review Revised Funding Request By Meridian Cycles**

Due to the changes in the architect and façade renderings, Meridian Cycles submitted a revised application request for the committee's consideration. The exterior improvement estimate is now at a total of \$130,210, which is a decrease from the original request. If the board approves and funds the full 50% match, the financial commitment would be \$65,105. Based upon the review of the application, the committee will recommend to the board at the February 22 board meeting to approve.

The revised application also updated the request for the Owner Participation Agreement [OPA]. Initially, the applicant was only asking for reimbursement of sewer improvements. Now, they would like to add in the demolition costs. There was discussion as to whether some of the costs could fall under the Façade Improvement reimbursement vs the OPA. A discussion will be at the board meeting to gain direction.

**2. Review Funding Request By Cole Valley Christian School**

The committee reviewed the Façade Improvement request by CVCS for the former homestead on the large open space across from the school. The building is in disrepair and has been utilized by squatters in recent years. The school will be improving the building to its original craftsman architecture. It will be utilized for public restrooms during the school games and can be used by the public [for a fee] as a public meeting space. The building will be available for the historical walking tour and other public activities. There will be considerable landscaping around the building that will provide for a memorial for those former students who have passed while serving their country. These grounds will be available to the neighbors when not in use by the school.

The total costs for the roof, exterior siding, windows, doors, ramp, stairs, concrete, paint and landscape is estimated at \$70,350. CVCS is asking for \$35,000 from MDC. The committee is recommending approval to the board of the grant request.

**3. UPRR Legal Review Update and Next Steps**

Legal counsel provided an update on their research thus far and will continue putting together information to present to the committee next month.



#### **4. Review of Downtown Property Portfolio Document**

The committee ran out of time and was unable to discuss this item.



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**MDC Public Relations Committee  
February 13, 2017  
11am  
City Hall, City Council Conference Room**

Attendees: Ashley Squyres, Natalie Podgorski, and Nathan Mueller

**1. Marketing Packet Update**

Rizen Creative has all of the content for the design concept. Natalie is working with the City of Meridian to find more high-resolution photos of downtown. Once Rizen receives these, there will be an approximate two-week turnaround for the design.

**2. PR Contract**

Natalie will be Gallatin Public Affairs through the end of March. The committee is recommending to the MDC board that the contract be transferred to Natalie's personal business beginning April 01.

**3. Upcoming Earned Media Discussion**

Updates were provided on: Ten Mile; Josh Evarts development; Meridian Cycles; and Cole Valley Christian School.

**4. Branding Banner Discussions**

Ashley will work with Rizen Creative to determine the best way to order posters of the branding designs.



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## **UPCOMING MDC COMMITTEE AND OTHER MEETINGS**

February 24, 2017:

Who: MDBA Board Meeting

When: 7:30am

Where: unBound

***\*Elections will be held***

February 28, 2017:

Who: Executive Committee

When: 7:30am

Where: Ed's 50's Diner