

# MERIDIAN

development corp.

REVIVE • RENEW • REDEFINE

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

**MEETING AGENDA**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, August 09, 2017, 7:30am**  
**Meridian City Hall, Conference Room A**  
**33 East Broadway Avenue - Meridian, Idaho**

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

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

\_\_\_\_\_ Dan Basalone – Chairman  
\_\_\_\_\_ Dave Winder – Vice-Chairman  
\_\_\_\_\_ Nathan Mueller– Secretary/Treasurer

\_\_\_\_\_ Keith Bird – Member  
\_\_\_\_\_ Tammy de Weerd – Member  
\_\_\_\_\_ Rob McCarvel – Member  
\_\_\_\_\_ Rick Ritter – Member  
\_\_\_\_\_ Diane Bevan – Member  
\_\_\_\_\_ Steve Vlassek - Member

\_\_\_\_\_ Todd Lakey – Counsel  
\_\_\_\_\_ Ashley Squyres – Administrator

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

**4. Approve Consent Agenda [Basalone]:** 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 July 26, 2017 Regular Meeting
- b. Approve July 2017 Administrator's Report

**ACTION AND PRESENTATION ITEMS**

**5. Consideration of Approval of the Time Extension for the Phase One of Main and Broadway and Corresponding Resolution 17-034 [Lakey]**

**6. Presentation by DaviesMoore of the three downtown video concepts [DaviesMoore]**

**7. Consideration of Approval of the Public Relations Committee recommendation for the downtown video concept [Bevan]**

**8. Downtown Tree Partnership Presentation by Meridian Parks and Recreation [Elroy Huff]**

**9. Public Hearing for the proposed Fiscal Year 2018 Budget [Basalone]**

**10. Consideration of Approval of the adoption of the FY2018 Budget and Corresponding Resolution 17-035 [Basalone]**

## **DISCUSSION ITEMS**

- 11. Ten Mile Urban Renewal District Update [Squyres/Lakey]**
- 12. Upcoming Committee Meetings [Squyres]**
- 13. Counsel's Report [Lakey]:** Counsel Lakey will review legal topics that need to be brought to the attention of the Board.
- 14. Administrator's Report [Squyres]:** Administrator Squyres will review topics that need to be brought to the attention of the Board.
- 15. Chairman's Report**
- 16. Public Comment**
- 17. Adjourn the Meeting [Basalone]:**

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

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



**MEETING MINUTES**  
**MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, July 26, 2017, 4:00pm**  
**Meridian City Hall, Conference Room A**  
**33 East Broadway Avenue - Meridian, Idaho**

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

At 4:02pm, Chairman Basalone called the meeting to order.

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

|          |                                     |          |  |
|----------|-------------------------------------|----------|--|
| <u>X</u> | Dan Basalone – Chairman             | <u>X</u> | Keith Bird – Member                            |
| <u>O</u> | Dave Winder – Vice-Chairman         | <u>O</u> | Tammy de Weerd – Member<br>[Arrived at 4:06pm] |
| <u>X</u> | Nathan Mueller– Secretary/Treasurer | <u>O</u> | Rob McCarvel – Member                          |
|          |                                     | <u>X</u> | Rick Ritter – Member                           |
|          |                                     | <u>X</u> | Diane Bevan – Member                           |
|          |                                     | <u>O</u> | Steve Vlassek - Member                         |
|          |                                     | <u>X</u> | Todd Lakey – Counsel                           |
|          |                                     | <u>X</u> | Ashley Squyres – Administrator                 |

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

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

**4. Approve Consent Agenda [Basalone]:** 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 July 12, 2017 Regular Meeting**
- b. Approve June 2017 Financials and Notice of Bills Paid**

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

**ACTION AND PRESENTATION ITEMS**

**5. Main and Broadway Update [Josh Evarts]**

Josh and Lori Evarts provided an update to the Board. Josh reminded the Board of the challenges they have faced with the current construction climate and with the new round of bids, they have selected Wright Brothers Construction. Josh presented the final design, although it has not been submitted for permits yet. While construction could begin in September 2017, the recommendation is to wait until March 2018 due to lack of available

construction materials, the lack of workers, and the increased issues with winter construction. The goal is to raze the property in the fall of 2017 and begin construction in March 2018. The building would likely be completed in September 2018. Josh will provide a schedule to Squyres for the next meeting. Counsel Lakey discussed the need to modify the Development Agreement again with the new dates.

## **DISCUSSION ITEMS**

### **6. Review of FY2018 Project Priorities [Squyres]**

Squyres reviewed the outcomes of the project priority exercise from the last meeting.

### **7. Review and discussion of draft FY2018 Budget [Squyres]**

Squyres reviewed the draft budget with the board. Discussion ensued on a number of the line items. A motion was made by Commissioner Bird and seconded by Commissioner Mueller to approve the estimated revenue and expenditure line items for the draft FY2018 budget.

ALL AYES.

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

No report due lack of quorum.

### **9. Property Committee Update [Basalone]**

No report due to lack of quorum.

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

No report due to lack of quorum.

### **11. Upcoming Committee Meetings [Squyres]**

No review due to lack of quorum.

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

No report due to lack of quorum.

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

No report due to lack of quorum.

### **14. Chairman's Report**

No report due to lack of quorum.

### **15. Public Comment**

No public comment.

### **16. Adjourn the Meeting [Basalone]:**

Agenda for the Meridian Development Corporation Board Meeting – July 26, 2017

Page 2 of 3

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.

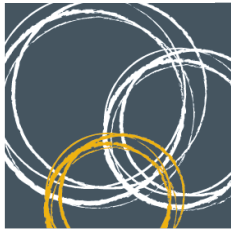


At 6:05pm, a motion was made by Commissioner Bird and seconded by Commissioner Bevan to adjourn the meeting.

ALL AYES.

---

**Dan Basalone, Chairman**



# MERIDIAN

development corp.

REVIVE • RENEW • REDEFINE

104 E. Fairview Ave  
#239  
Meridian, ID 83642  
208.477.1632  
[www.meridiandevelopmentcorp.com](http://www.meridiandevelopmentcorp.com)

To: Board Members, Meridian Development Corporation  
From: Ashley Squyres, Administrator  
Date: August 01, 2017  
RE: July 2017 Administrator Activities

This is intended to be a brief summary of the July 2017 Administrator activities conducted by AF Public Solutions, LLC. Included within the project summaries is work completed during the month.

---

## Notable Items from July 2017:

- Executive Committee Meetings: Coordination of and attendance at Executive Committee meetings with discussions of on-going issues and priorities along with setting of the agendas for the Board meetings.
- Board Meetings: Planning for, coordination of and attendance at two [2] regular board meetings.
- Property: Coordination of and attendance at one [1] monthly committee meeting. On-going updates and coordination with Josh Evarts re: the 703 and 713 North Main Street Development Agreement modification. Ongoing conversations and a meeting with Forsgren and Associates, Commissioner Winder, and the City of Meridian Floodplain Administrator regarding Nine Mile floodplain findings and next steps, including the appeal. Coordination with ProBuild's real estate consultant to discuss the UPRR property. Coordination with Keller and Associates as to the cost-estimating of the project.
- Downtown Parking, Transportation, and Streetscape: Coordination of and attendance at one [1] monthly committee meeting. On-going coordination with Keller Associates as to the lighting study for Phase II of Main Street. On-going coordination with ACHD and the City on the estimated Pine Avenue costs. On-going coordination with Chris Pope, Meridian CDBG Administrator and Caleb Hood pertaining to unused CDBG funds for sidewalk improvements. Coordination with Civil Survey Consultants on the design of the sidewalk improvements.

- Public Relations: Coordination of and attendance at four [4] meetings, one [1] committee meeting, one [1] meeting with Natalie Podgorski to finish out her contract, one [1] onboarding meeting with Strategies 360 and one [1] meeting with the committee and DaviesMoore. On-going management of the MDC and MDBA Facebook pages. Update of the MDC website as necessary and coordination with Tribute Media as to modifications needed to the site.
- Budget: Coordination of the strategic planning towards the FY2018 budget. Meetings and communications with various partners regarding FY18 budget requests. Creation of the draft budget based upon the project priorities as voted by the Board. Review of the draft budget with the leadership committee. Creation of budget exhibits for the worksession. Coordination of the legal notice for the budget public hearing. Meetings with newer board members to review the budget format and line items.
- Ten Mile URD: On-going communications and coordination with Brighton Corporation.
- Downtown Meridian Business Association: Attendance at one [1] board meeting and one [1] general association meeting.
- Other Meetings/Communications: Attendance at the Meridian Children's Museum board meeting. Coordination with developer of 2.5-Street regarding project approvals and infrastructure needs. Communication with the new tenant of Murri's Electronics regarding the Façade Improvement Program. Communication with new owner of the Smokeshop as to their future plans.

**From:** josh evarts joshevarts@gmail.com 📧  
**Subject:** Updated Schedule and Budget  
**Date:** August 4, 2017 at 9:23 AM  
**To:** Ashley Squyres meridiandevelopmentcorp@gmail.com  
**Cc:** Todd Lakey todd@borton-lakey.com

---

Morning guys. We are there. This has been a lot of work...I apologize for the delay in this project. I think we had four big factors working against us...

1. Ten Mile and DT Boise commercial development
2. Huge surge in residential development
3. Horrible winter
4. Waiting until June to allow TVCT their margin

Regardless, we are good to go now. As I shared last week, Wright Brothers is our GC on this project. They have been working hard to provide value engineering and recommendations for costs savings for this project. They recognize the challenge of development in DT Meridian. Our schedule is such (high level):

#### Phase 1 Timeline

|               |  |
|---------------|--|
| Oct 1, 2017   | Demolition permit secured from city for removal of existing building from site |
| Oct 31, 2017  | Building plans completed and submitted to city                                 |
| Dec 15, 2017  | Expected approval from city  |
| Mar 1, 2018   | Project start, or sooner if weather permits                                    |
| Sept 30, 2018 | Building shell complete (with occupancy on two commercial floors)              |
| Oct 31, 2018  | Residential floor completed  |

This would subsequently impact Phase 2 as follows:

|               |  |
|---------------|--|
| March 2019    | Our team begins the process of assessing the Phase 2 site for development (including market conditions and potential north property being available to add the size and scope) |
| June 2019     | Design proposal and costs submitted to MDC for consideration and approval  |
| Sept 30, 2019 | Final day for UnBound in location if project is approved by MDC  |
| Nov 2019      | Permitting submitted to city   |
| Jan 2020      | Expected approval from city  |
| March 2020    | Project start  |
| March 2021    | Conservative project completion date based on what we know today about Phase 2   |

As far as the financial contribution for Phase 1 from MDC. Our original proposal was 10% of total costs. We went into this thinking we could build this initial phase for \$1.65M. That is not the case. Even with the support from Wright Brothers, our cost to build Phase 1 is going to be \$2.18M. This is right in line with the 30% increases the entire valley has seen in construction costs. This results in me seeking to move your contribution to the costs from \$165k to \$218k. However, the offset to the city will be reflected in our assessed value of the property and our perpetual property tax contribution back to the city will cover this up front support.

My proposed schedule for the reimbursement support is as follows (NOTE TO TODD...if we need to describe these reimbursement another way, that is fine):

|               |          |  |
|---------------|----------|--|
| Jan 1, 2018   | \$50,000 | Reimbursement of site design, demolition and preparation |
| April 1, 2018 | \$50,000 | Reimbursement for impact fees, and site development      |
| Sept 1, 2018  | \$65,000 | Reimbursement of facade completion                       |
| Oct 15 2018   | \$53,000 | Final reimbursement upon completion                      |

I am tied up today...but am free Monday to discuss.

Thanks again.

Josh



MERIDIAN DEVELOPMENT CORP. VIDEO CONCEPTS



# MERIDIAN DEVELOPMENT CORP. VIDEO CONCEPT

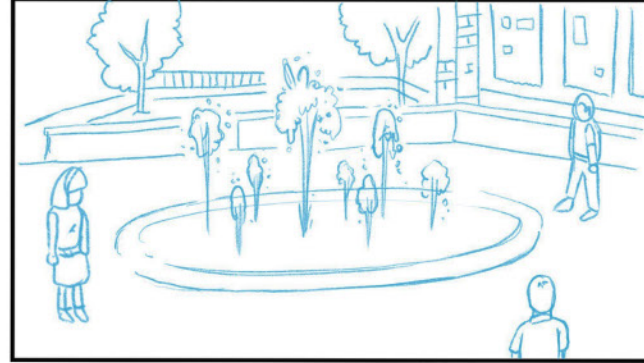
## CONCEPT 1

### "Vision"

This concept will be shot from first-person point of view (POV). As we move through a day in Downtown Meridian, the POV keeps shifting to someone else's perspective. As two parties interact, the POV switches, showing Meridian through different people's eyes.

## STRATEGY

Seeing Meridian through these lenses helps us tell a story about combining unique perspectives. Building community means bringing together multiple perspectives to develop a shared vision.



Mid-morning: open on Generations Plaza, in first-person POV



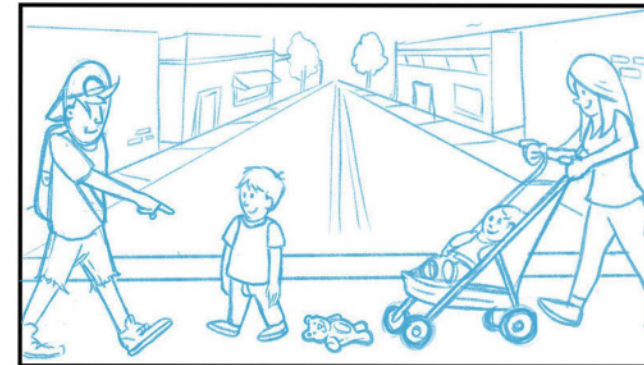
Dog POV greets Woman as she walks up; POV shifts from Dog to Woman as she pets Dog



Woman holds door at DeJa Brew for Young Man; POV shifts from Woman to Hipster with door hold



Graphics transition: highlight MDC, showing shots of beautiful areas of Downtown Meridian



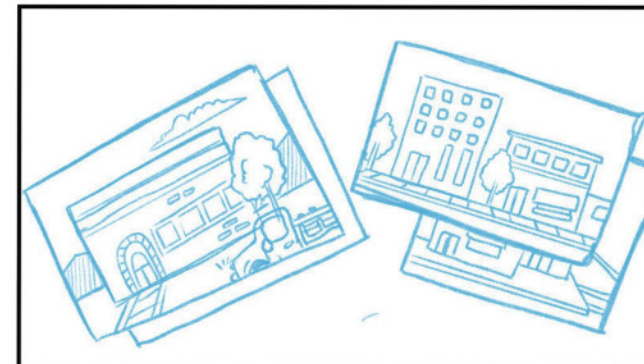
Midday: Hipster POV meets family and picks up dropped teddy bear; POV shifts from Young Man to Kid with teddy bear handoff



Kid POV meets up with Grandparents and gives hug; POV shifts from Kid to Grandparents with hug



Grandparents POV look at photos from when they were a young couple with Downtown Meridian as the backdrop



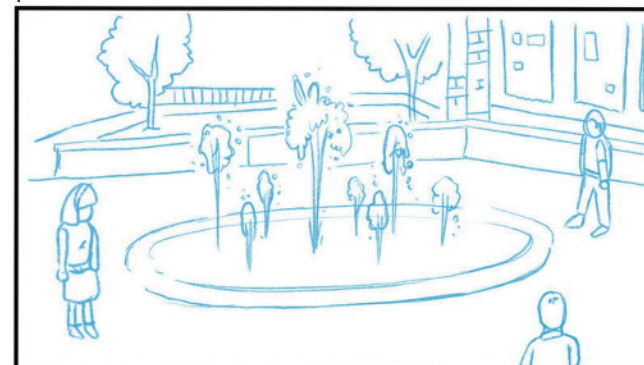
Graphics transition: show blueprints or "then and now" photos of Meridian



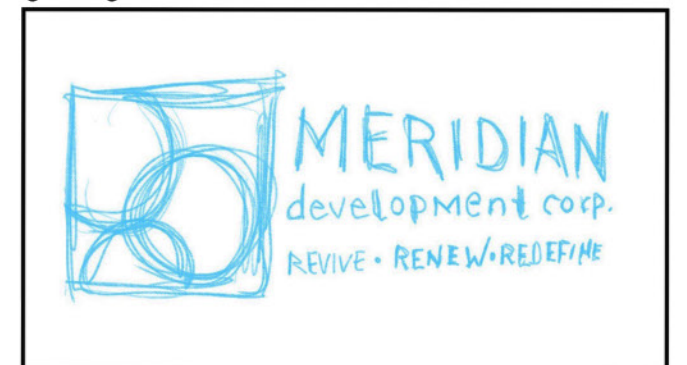
Evening/Dusk: Woman from Slide 5 is with husband, greeting friends at Slice Pizza



Woman POV sees friend riding bicycle and waves; POV shifts from Woman to Bicyclist with wave



Bicyclist POV rides back to Generations Plaza; camera pans across to show activity of people



MDC Logo and Tagline





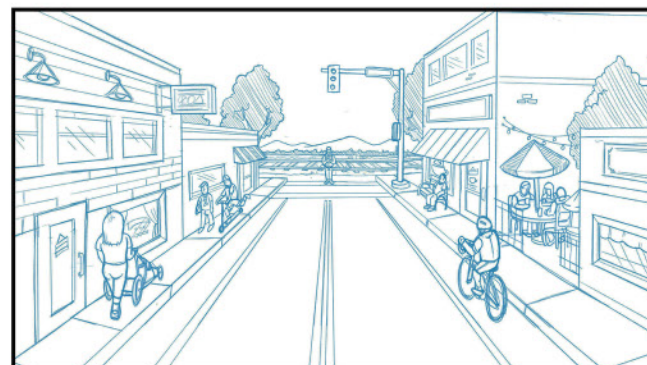
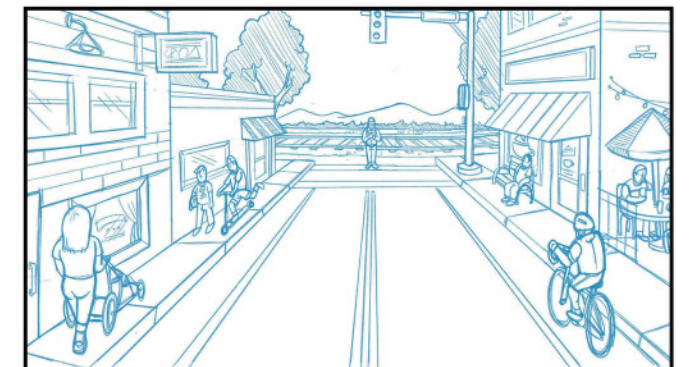
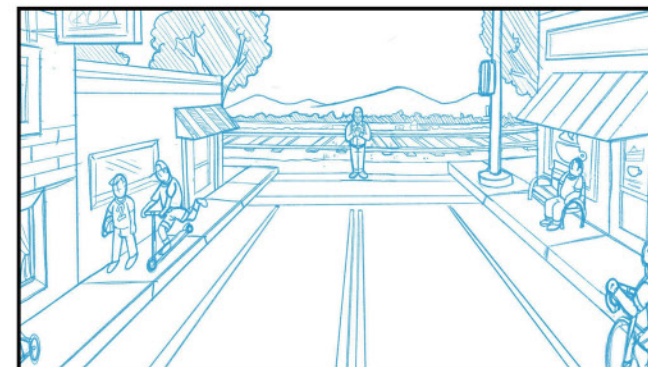
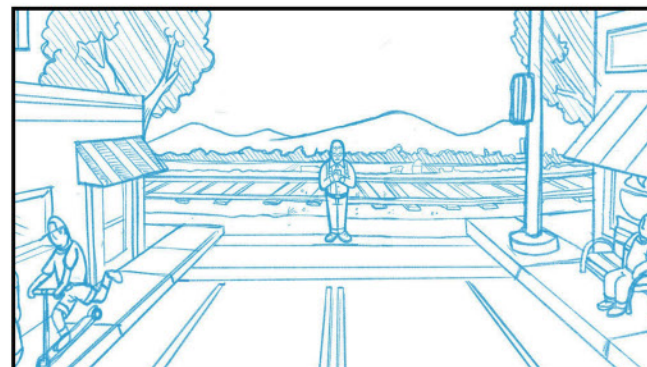
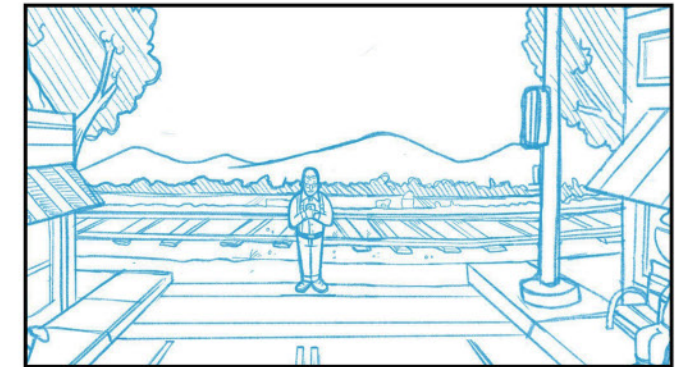
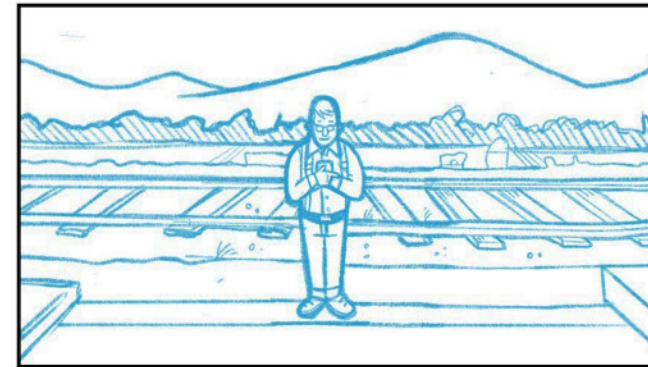
## CONCEPT 2

### "You Are Here"

This concept will show someone arriving in Meridian, watching the hustle and bustle of Main Street, and recognizing they are in the right place. The camera begins with a close-up of the person, moves backwards to reveal more interactions in the scene, and zooms back in to show the person's reaction of assurance and confidence.

## STRATEGY

You have arrived at your location. Meridian is the right place. "You are here" depicts that this is where people work, live, and spend their time.



- Camera draws slowly backwards from a main character viewing his phone
- As the shot widens, we see different interactions between people (Dancers and actors leaving the children's theater, adults at happy hour on a patio, people stepping out with coffee, old man tipping his hat to a friend, riding bikes, people crossing the street, stepping out of their cars, kids playing in the fountain, people shaking hands, ribbon cutting in front of a building)
- Camera focuses back in on main character looking up from his phone with a smile on his face
- Words appear on the screen: "You are here."
- MDC Logo and Tagline



# MERIDIAN DEVELOPMENT CORP. VIDEO CONCEPT

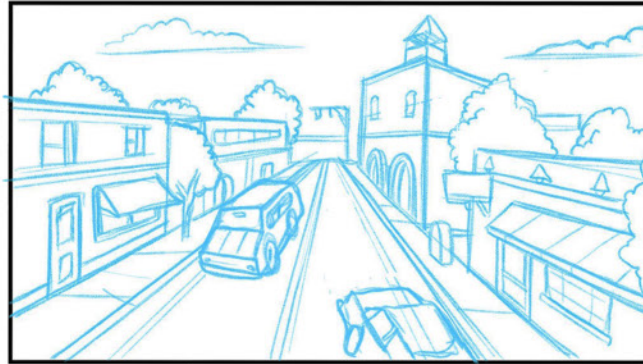
## CONCEPT 3

### "Good Morning Meridian"

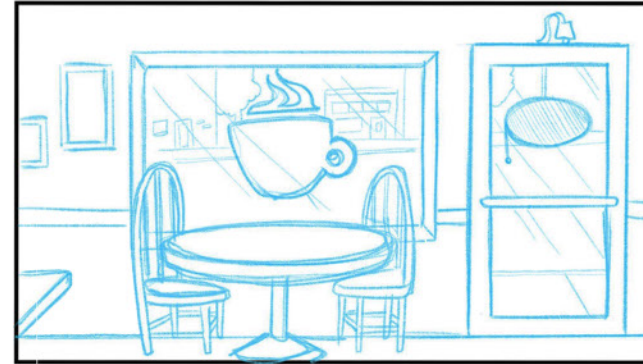
This concept will show people starting their day in Meridian. We tour through different scenes in Downtown Meridian and see MDC's tagline-Revive, Renew, Redefine-present in people's activities.

## STRATEGY

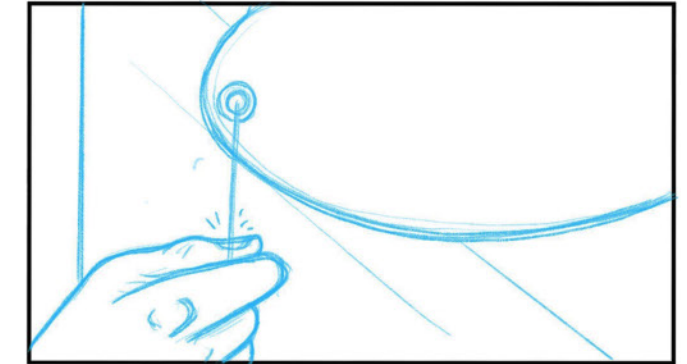
This spot serves as a branding piece to showcase MDC's tagline. It highlights Meridian's nostalgic charm, vibrant community, and current momentum. The final scene invites future growth and development.



Low-flying drone footage of a Downtown Meridian sunrise



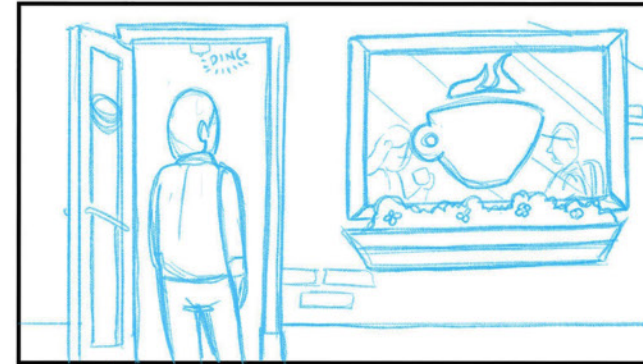
Interior shot of coffee house preparing to open



Coffee house manager powers on neon sign



Exterior shot of REVIVE neon sign powering on



Several customers are greeted and enter



Panning shot of several storefronts and foot traffic



Wide shot of people enjoying the fountain



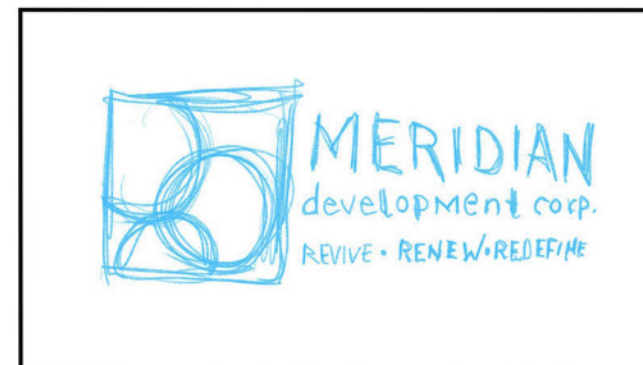
Close-up of kids making chalk art spelling RENEW



Panning shot of construction yard and a group of foremen standing around a table as cyclists pass



Close-up of blueprints rolling out revealing the word REDEFINE



Camera pans up into blue sky; MDC logo and Tagline



# MERIDIAN DEVELOPMENT CORP. VIGNETTE TREATMENT

## VIGNETTE TREATMENT

### "Community Champions"

This vignette treatment is a creative way to engage testimonial-type content. In a roundtable discussion setting, Meridian's "community champions" will have a conversation around themes of history, heart, vision, and future. This showcases the power of making connections to build community.

## STRATEGY

Using a roundtable discussion will convey a genuine, organic conversation about Meridian. Treating this as one spot will create a holistic story rather than satellite stories.



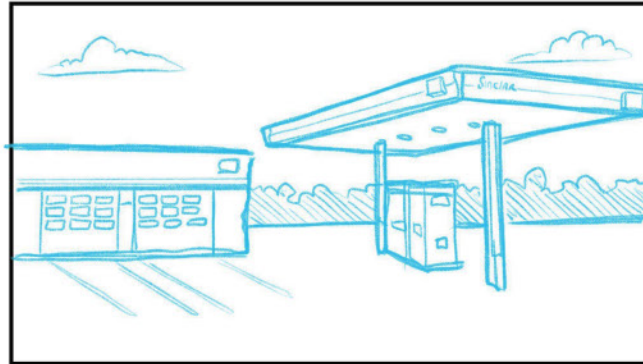
Open on a Downtown Meridian landmark (fountain or signage)



Establishing shot of a roundtable discussion



Focus on Person 1 talking about heart and history



B-roll as Person 1 talks (ex. show Paul's Service or The Flower Place's story)



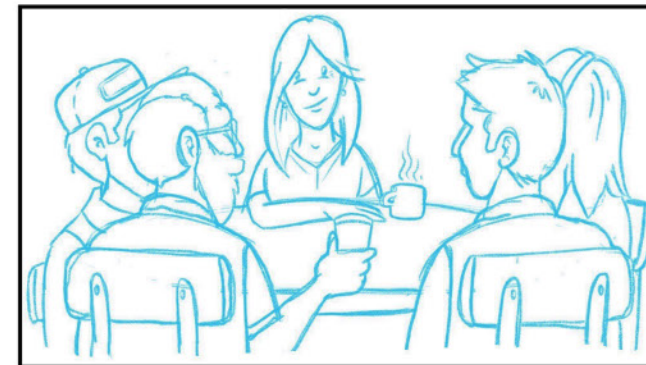
Alt. angle on roundtable discussion



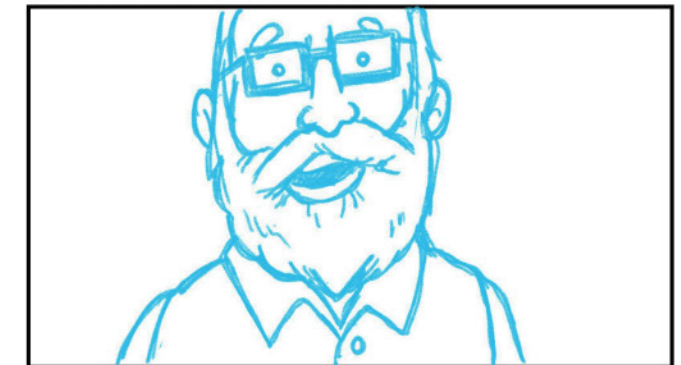
Focus on Person 2 talking about the future of their business or planned expansion



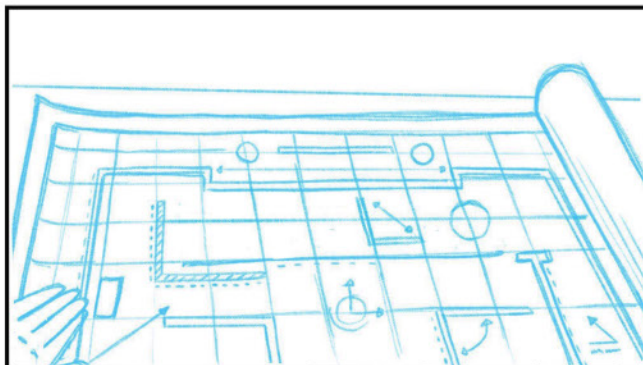
B-roll as Person 2 talks (ex. show a thriving, modern office in Meridian)



Alt. angle on roundtable discussion



Focus on Person 3 talking about the broader vision for Meridian



B-roll as Person 3 talks (ex. show blueprints or architectural renderings)

# Downtown Tree Box Replacement Update 2017

MDC Board Presentation

August 9, 2017

Elroy Huff, City Arborist

# Existing and Future Planting Sites

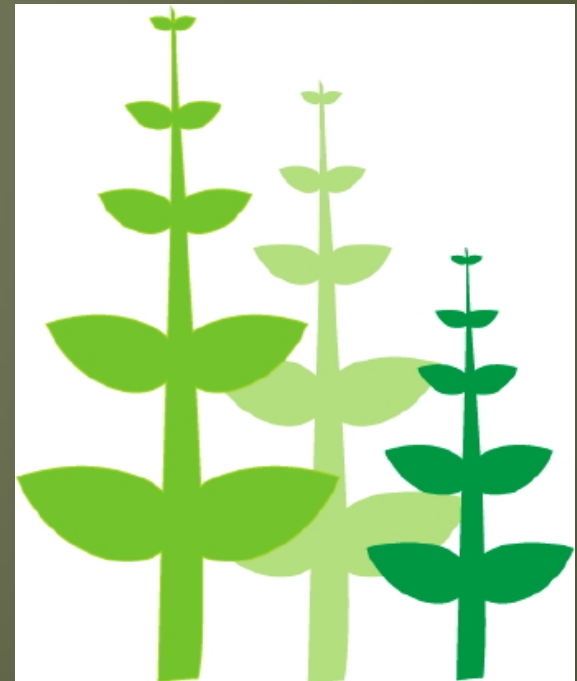
- Originally 96 tree box sites downtown
- Now, 144 because of new development
- There are 23 planting sites remaining





# Why Do the Tree Box Sites Still Remain?

- These still exist because they have not crossed a threshold for removal
- Also relatively healthy



# Century Link – East Idaho





# Southwest Corner – Main & Broadway





# Main & East Idaho





# Main & East Idaho





# Sunrise Restaurant – East Idaho Avenue





# Northeast Corner – East State & Main





# Northwest Corner – East State & Main





# Northwest Corner – Main & Carlton





# East Broadway



# The Flower Place – Main & East State





# McFadden Property





# Replacement Guidelines

- Replace tree only when necessary
- Some may grow 5 to 10 years longer than others



# Our Partnership

- When is it reasonably time to mark this project complete?
- Next year I have 2 on the list to replace
- If something else changes, maybe 1 or 2 more
- So maybe 2018 or 2019
- Are there future projects we can partner together on?

**FY2018 BUDGET**

|                          |
|--------------------------|
| <b>FY2018<br/>Budget</b> |
|--------------------------|

**Operating Revenue**

|  |                  |
|--|------------------|
| 713 N. Main Street Lease                 | \$ 12            |
| Property Tax Revenue - Downtown District | 967,000          |
| Interest Earnings                        | 4,000            |
| Revolving Line of Credit                 | 100,000          |
| Grant Revenue                            | 209,500          |
| Funding Carryover                        | <u>1,214,077</u> |

|  |                     |
|--|---------------------|
| <b>TOTAL REVENUES and AVAILABLE CASH</b> | <b>\$ 2,494,589</b> |
|--|---------------------|

**Contractual Obligations:****Professional Services**

|                            |                |
|----------------------------|----------------|
| Administrator Services     | 100,000        |
| Public Relations/Marketing | 35,000         |
| Legal Services             | 60,000         |
| Legislative Services       | 5,000          |
| Audit Services             | 15,000         |
| Accounting Services        | <u>25,000</u>  |
|                            | <u>240,000</u> |

**Operational Expenses**

|   |                |
|---|----------------|
| ICRMP-Insurance Premium/Claims                        | 1,772          |
| Partnerships - Valley Regional Transit                | 3,215          |
| Partnerships - City of Meridian, Concerts on Broadway | 10,000         |
| Irrigation Taxes                                      | 150            |
| Legal Notices / Publications                          | 1,700          |
| Grounds Maintenance - Compass/VRT                     | 4,000          |
| Grounds Maintenance - 713 N. Main                     | 700            |
| Debt Service - Revolving Line of Credit               | 100,000        |
| Debt Service - Principal Payments - WT                | 94,968         |
| Debt Service - Interest Payments - WT                 | <u>29,862</u>  |
|   | <u>246,367</u> |

**ON GOING EXPENSES:**

|   |               |
|---|---------------|
| Software Maintenance/License                  | 1,469         |
| Building Maintenance for MDC owned buildings  | 3,000         |
| Parking Lot Maintenance - MDC Owned Buildings | 4,000         |
| WIFI  | 1,200         |
| Electronics Expense - General Fund            | 4,500         |
| Office Expense - General                      | 500           |
| Meeting Expense                               | 400           |
| Leadership Conference                         | 1,400         |
| Postage & Mailings                            | 200           |
| Bank Fees                                     | 800           |
| Mason Parking                                 | <u>2,500</u>  |
|   | <u>19,969</u> |

|                                      |                |
|--------------------------------------|----------------|
| <b>Total Contractual Obligations</b> | <b>506,336</b> |
|--------------------------------------|----------------|

|  |                         |
|--|-------------------------|
| <b>Revenues less Contractual Obligations</b> | <b><u>1,988,253</u></b> |
|--|-------------------------|

**DISCRETIONARY EXPENSES:****Operational Expenses**

**FY2018 BUDGET**

|  | <b>FY2018<br/>Budget</b> |
|--|--------------------------|
| Advertising/Promotional/Publications   | 1,000                    |
| Training   | 5,000                    |
| Dues & Subscriptions   | 1,200                    |
| <b>SUBTOTAL OPERATIONAL EXPENSES</b>   | <u>7,200</u>             |
| <b>Project Expenditures</b>  |                          |
| Partnership with Meridian City Parks - Downtown Tree Replacement                 | 25,000                   |
| Partnership with West Ada School District - Historic Walking Tour Transportation | 5,000                    |
| Special Projects   | 331,193                  |
| Pine Avenue - <i>For Construction</i>  | 682,000                  |
| Alleyway Project   | 2,500                    |
| Nine-Mile Floodplain   | 75,000                   |
| Partnership with City - Youth Farmers Market                                     | 5,000                    |
| Creation of Downtown Video   | 10,000                   |
| Façade Improvement Program   | 60,000                   |
| Auditorium District  | 5,000                    |
| 2.5-Street Sidewalk Improvements   | 20,000                   |
| Partnership with Meridian City Arts Commission - Murals                          | 16,000                   |
| Public-Private Partnership - <i>703 North Main Street</i>                        | 165,000                  |
| Property Acquisition   | 175,000                  |
| CDBG Funded Sidewalk Projects  | 207,000                  |
| Main Street Lighting - <i>Construction [Pine to Carlton]</i>                     | 120,000                  |
| <b>SUBTOTAL CAPITAL EXPENDITURES</b>   | <u>1,903,693</u>         |
| 8% Reserve Based on Estimated Revenues   | <u>77,360</u>            |
| <b>TOTAL EXPENDITURES</b>  | <u>2,494,589</u>         |
| NET  | <u><u>-</u></u>          |



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

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

## **FY2017/FY2018 BUDGET NOTES**

*Correlates to FY2018 Budget Spreadsheet Presented to the Board on August 09, 2017*

### **Operating Revenue:**

- **713 North Main:** UnBound lease rate. This rate will continue through FY2018.
- **Property Tax Revenue:** As of June 30, 2017, MDC has collected \$735k in revenues. The second revenue check will be received sometime during the end of July 2017 or the beginning of August 2018. *NOTE: Property Tax Revenue for the Ten Mile URD at its earliest could be received in August 2018, but per the Specific Plan for Ten Mile URD financial report, and discussions with the Ada County Assessor's office, no revenue will be forecasted for FY2018. Any received revenues will be accounted for and rolled over into FY2019.*

**Update: On July 24, 2017, it was verified that the revenue check to be mailed on July 25, 2017 is in the amount of \$336,451 bringing the total revenues collected for FY17 to \$1,072,165. Please keep in mind this also includes delinquent and interest payments collected from prior fiscal years. The true revenue collected to date for FY17, minus those delinquent payments is \$966,874. As has been our practice and because the taxing entities have not adopted their levies at this time, I will forecast FY18 revenue at \$967,000.**

- **Interest Earnings:** As of May 31, 2017, MDC has received \$3,300 in interest payments on their accounts with Washington Trust Bank.
- **Revolving Line of Credit:** This is the \$100k annual line of credit approved by the MDC Board effective August 01, 2017 through July 31, 2018. Any draw against this LOC will be required to be paid back prior to July 31, 2018.
- **Grant Revenue:** When the FY2017 budget was drafted, MDC was informed that the City would be providing \$40k in funds for downtown sidewalk projects. Over the course of the year, this amount has increased to \$60k to be allocated for sidewalk design. In addition, MDC was awarded \$2,500 from the National Association of Realtors for an alleyway place-making project in downtown. This project has not moved forward and will be rolled over in FY18 in addition to the \$60k. Further, in June 2017, MDC was notified that the City will be awarding the agency \$147k for the first phase of the downtown sidewalk construction in FY18. This brings the total of grant revenues to \$209,500.

- **Funding Carryover:** These are the estimated dollars, based on current information, committed and otherwise, that will be carried forward to FY2018.

### **Professional Services:**

- **Administrator Services:** \$90k contracted amount with AFPS. Additional \$10k allocated towards Ten Mile URD.
- **Public Relations/Marketing Services:** These include public relations consulting and marketing costs.
- **Legal Services:** Allocated amount for legal services with Borton-Lahey Law and Policy based upon contracted fee structure.
- **Legislative Services:** In FY17, this was a contracted monthly amount with Scott Turlington. In FY18, this is now an on-call contract. Setting aside \$5k in the FY18 budget in the event we need legislative services.
- **Audit Services:** Contracted amount for the annual audit with Eide Bailey.
- **Accounting Services:** Contracted fee structure with CLA for monthly accounting services.

### **Operational Expenses:**

- **ICRMP:** MDC's insurance carrier and the annual fees.
- **Partnerships – VRT:** Membership dues.
- **Partnerships – Concerts on Broadway:** Annual \$10k sponsorship.
- **Irrigation Taxes:** On MDC-owned properties.
- **Legal Notices/Publications:** For quarterly financial reports and legal notices for the budget; the audit; the annual report; and any other RFP/RFQ advertisements.
- **Grounds Maintenance – COMPASS/VRT:** MDC's portion of the landscaping and snow removal costs. MDC bills its partners annual for their proportionate share in September each year.
- **Grounds Maintenance – 713 North Main:** Landscaping/irrigation services for UnBound.
- **Debt Service – Revolving Line of Credit:** The annual \$100k line of credit available to MDC through Washington Trust Bank. This is renewed on an annual basis.

- **Debt Service – Principal Payments:** Outstanding balance on the COMPASS/VRT building construction loan/prior property loans for 703 and 713 N. Main Street: \$433k. Loan payoff date is: March 2022.
- **Debt Service – Interest Payments:** For the aforementioned loan.

#### **On-going Expenses:**

- **Software Maintenance License:** Annual software for the MDC accountant.
- **Building Maintenance for MDC-Owned Buildings:** For any needed repairs associated with 713 North Main Street.
- **Parking Lot Maintenance for MDC-Owned Buildings:** Snow removal for 713 North Main. Estimated amount for 713 North Main Street in FY18.
- **WIFI:** For UnWired City service. Cableone fiber for FY18 at \$100/month.
- **Electronics Expense:** Contract with The Network Operations Company for consulting services related to UnWired City at \$150/month. Any equipment-related repair or needed replacement is located in this line-item.
- **Office Expense:** Miscellaneous costs. Office supplies, stamps for bills, and committee lunches.
- **Meeting Expense:** Room and ancillary costs for meetings.
- **Leadership Conference:** Registration, hotel expenses, meals, and mileage to and from the conference for FY18.
- **Postage and Mailings:** This category is for larger public-involvement mailings as needed.
- **Bank Fees:** Includes the Line of Credit annual fee and any other account-related fees.
- **Mason Parking Lot:** Snow removal and quarterly sweeping.

#### **Discretionary Operational Expenses:**

- **Advertising/Promotional/Publications:** For unforeseen opportunities.
- **Training:** For Board training as needed.
- **Dues and Subscriptions:** Chamber of Commerce (\$225), Urban Land Institute (\$525), Meridian Downtown Business Association (\$150), and Chamber of Commerce general meeting and Economic Development Committee lunches.

## **Project Expenditures:**

- **Downtown Tree Replacement Partnership:** On-going partnership with the City of Meridian Parks and Recreation Department. Annual contribution is \$25k. Parks and Recreation present to the MDC board each spring as to the forthcoming summer projects.
- **Partnership with West Ada School District – Historic Walking Tour:** On-going partnership with the District for the third grade tours. MDC assists with the costs for the bus transportation for all schools.
- **Special Projects:** Monies for projects that are not anticipated, project cost overages, or projects not identified in the budget.
- **Pine Avenue – For Construction:** MDC has saved \$460k through FY17 for this project. Based upon current cost estimates from ACHD for roadway improvements and right-of-way (\$189k), City of Meridian for landscaping (\$205k), and Keller Associates for historical lighting (\$288k), a total of \$682k is needed for the project. Each individual cost estimate contains a contingency. The \$460k will be rolled over into FY18 and this requires an additional \$222k to be budgeted for FY18. The project will be paid out through FY18 and early FY19.
- **Alleyway Project:** \$2,500 grant from the National Association of Realtors.
- **Nine-Mile Floodplain – Engineering Costs:** Monies set aside in FY18 are towards future needed improvements to take the properties out of the floodplain.
- **Partnership with the City – Youth Farmers Market:** On-going partnership.
- **East 2.5-Street Improvements:** Looking ahead to potential partnership opportunities with the developer of the townhome project.
- **Creation of Downtown Video:** In FY17, the Board hired DaviesMoore. Thus far, \$5k has been allocated to come up with 3-concepts. Once the concept is decided upon, then a cost will be determined to create this video. I anticipate using the full \$10k this fiscal year and I am placing another \$10k in FY18 to cover the potential cost.
- **Façade Improvement Program:** Moving forward, MDC is aware of four to five potential applications for FY18 at this time (Slyce, El Tenampa, Murray's Electronics, Frontier Bar, and Modern Printers).
- **Auditorium District Steering Committee:** Based upon the July 12 board meeting, \$5k has been allocated towards this project.
- **Partnership with City Arts Commission – Murals:** Based upon the July 12 presentation, there are two potential projects: Slyce (\$5k) or The Mill (\$16k).



- **Public-Private Partnership [703 North Main]:** MDC has a financial commitment of \$165k by FY19 to Josh Evarts for the first phase of the Main and Broadway project. At this time, the recommendation is to fulfill this payment in full in FY18.
- **Property Acquisition:** This includes unknown and targeted opportunities and the UPRR property and adjacent improvements.
- **Main Street Phase II Lighting - Construction:** The design was completed in FY17 as a separate line-item. The cost estimate for the project is \$240k. There is an opportunity to add this into the Pine Avenue project for a potential cost-savings, although the potential cost-savings is unknown. For FY18, approximately half the construction cost estimate is being allocated towards the project.

## **PARKING SPACES USE AGREEMENT**

This PARKING SPACES USE AGREEMENT (“**Agreement**”) is entered into by and between the Urban Renewal Agency of the City of Meridian, also known as Meridian Development Corporation, a public body, corporate and politic (“**Agency**”), and Community Planning Association of Southwest Idaho, an Idaho Non-Profit Association consisting of several public bodies and organized pursuant to Idaho Code §§ 67-2326-30 (“**COMPASS**”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

### **RECITALS**

- A. Agency is the owner of certain real property located in Ada County, Idaho, as more fully described on Exhibit A attached hereto and incorporated herein by this reference (the “**Parking Lot**”). The Parking Lot and the parking spaces located within are shown on the Site Plan attached hereto as Exhibit B and incorporated herein by this reference.
- B. COMPASS is the owner of Unit 200 and an undivided interest as tenant-in-common in Unit 100 of the Second & Broadway Condominiums, as such Units are shown on the Final Plat for the Second & Broadway Condominiums recorded on the 27th day of February, 2012, as Instrument No. 112017201, Official Records of Ada County, Idaho (the “**Units**”).
- C. Agency and COMPASS have previously executed that certain Condominium Unit Reservation Agreement and that certain Real Estate Purchase and Sale Agreement for the Units (collectively, the “**Previous Agreements**”), which are incorporated herein by this reference and which included, without limitation, the obligation of Agency to lease twenty-four (24) parking spaces (the “**24-Parking Spaces**”) to COMPASS, subject to certain conditions.
- D. This Agreement contains the terms and conditions of the lease of 24-Parking Spaces by Agency to COMPASS.

### **AGREEMENT**

1. **LEASE TERM.** The term of this Agreement shall be approximately ninety-nine (99) years and shall commence on the execution date hereof and terminate on \_\_\_\_\_ 1, 2111, unless this Agreement is sooner terminated in accordance with the provisions herein. COMPASS shall have the right and option to transfer, assign or sublease its interest in and to the 24-Parking Spaces to (i) any successor in interest to COMPASS who owns or occupies the Units, or (ii) any new owner or occupant of the Units. Upon any assignment to a successor in interest or a new owner of all or any part of the Units, and the written assumption by such successor in interest or new owner of the obligations of COMPASS with respect thereto under this Agreement, COMPASS shall be automatically released, with respect to the portion of the Units assigned or transferred and the number of the 24-Parking Spaces allocated thereto, of all liability regarding the performance of any of the terms, conditions, covenants or obligations to be performed by COMPASS hereunder occurring after the date of said assignment or transfer,

except for liabilities, actual or contingent, arising prior to such assignment or transfer. Said release is conditioned upon delivery to Agency of a written assignment and assumption, together with the number or parking spaces assigned. Should Agency's term of existence expire and not be renewed during the term of this Agreement, then prior to said expiration, Agency's rights and obligations under this Agreement may be transferred or assigned by Agency to the City of Meridian or another public entity without consent of COMPASS.

2. **DESIGNATED TIME.** Agency agrees to lease the 24-Parking Spaces to COMPASS from the hours of 6 a.m. to 6:30 p.m. Monday through Friday and during all COMPASS Board meetings and public meetings held by COMPASS during the term of this Agreement (the "**Designated Time**"). Except as otherwise specifically provided herein, the 24-Parking Spaces shall be used as public parking on a first come first serve basis at all other times.

3. **ENFORCEMENT.** COMPASS shall issue hand-tags or develop some other method of identifying those vehicles authorized by COMPASS to use the 24-Parking Spaces. COMPASS shall be responsible for notifying Agency of unauthorized vehicles parked in the 24-Parking Spaces. Agency shall be responsible, upon notification from COMPASS, to take necessary and legally authorized action to have the unauthorized vehicle or vehicles removed from the 24-Parking Spaces.

4. **NO ASSIGNMENT OR SUBLEASE BY COMPASS.** Except as set forth in Section 1 above, COMPASS shall not assign, mortgage, sublease or otherwise encumber or transfer any or all of its rights and duties under this Agreement. Any attempted sublease for the use of the 24-Parking Spaces or assignment, mortgage, encumbrance or transfer of this Agreement in violation of the terms of this Agreement shall be null and void and shall terminate COMPASS' privileges to use the 24-Parking Spaces.

5. **PUBLIC PARKING.** COMPASS acknowledges the 24-Parking Spaces will be used as public parking, consistent with Section 2 above. The Parties agree nothing shall prevent COMPASS from using in the 24-Parking Spaces on a first come first served basis when the 24-Parking Spaces are designated as public parking.

6. **ANNUAL LEASE RATE.** The annual lease rate ("**Annual Lease Rate**") shall be limited to operation and maintenance costs only and shall be determined by multiplying the number of spaces leased by the actual annual operations and maintenance costs per space the Agency incurred, without any markup, during the prior year. Operation and maintenance costs shall include a management fee only if there is third party management of the Parking Lot. Agency shall submit an invoice for the operation and maintenance costs during the prior year on October 1 of each year. Payment is due within thirty (30) days. No other rent shall be charged.

For purposes of the foregoing, as long as the 5 Parking Stalls (as defined in the Special Declaration of Cross Access and Drainage Easements entered into concurrently herewith, and located on the Second & Broadway Condominiums property) are being maintained by Agency pursuant to said Special Declaration, those five (5) stalls (parking spaces) will be included in the calculation of the total number of parking spaces being maintained by Agency, the cost of which will be paid by COMPASS pro rata as reflected in the Annual Lease Rate. For example, based



upon current plans for the Parking Lot, the number of parking spaces in the Parking Lot plus the 5 Parking Stalls will total 56 parking spaces, and COMPASS' proportionate share of the total annual operations and maintenance costs for those 56 spaces will be 42.86% (24/56). (If the denominator changes due to more or less actual parking spaces, the pro rata calculation will be adjusted accordingly.) However, the 5 Parking Stalls shall not be considered or included in the number of separate parking spaces (24) that are reserved for COMPASS under this Agreement.

7. **LEASE PAYMENTS.** In the event COMPASS fails to pay Agency any amount due under this Agreement, Agency may, after giving COMPASS thirty (30) days prior written notice, suspend the parking privileges of COMPASS. In the event such amounts remain unpaid sixty (60) days after the date of such notice, Agency may immediately terminate this Agreement, without modifying or affecting any of its other rights and remedies under this Agreement or applicable law.

8. **LOCATION OF PARKING SPACES.** COMPASS acknowledges that Agency may construct additional or alternate parking locations in downtown Meridian. COMPASS acknowledges that Agency may dispose of or develop the Parking Lot. COMPASS agrees Agency may dispose of or develop the Parking Lot without COMPASS' consent, subject to COMPASS' right of first offer, the details of which are set forth in a separate recorded document ("COMPASS' RFO"), which is incorporated herein by this reference thereto. In the event Agency disposes of or sells the Parking Lot, Agency shall provide COMPASS with the same number (24) of parking spaces during the Designated Time in an alternate location or locations ("Alternate Location"). COMPASS' use and access to twenty-four (24) parking spaces shall be uninterrupted. The nearest point of the Alternate Location shall be no greater than one thousand (1000) feet to the nearest point of the Condominium Property. In the event Agency elects to provide parking for COMPASS at an Alternate Location, this Agreement shall continue on the same terms and conditions, except that the Parties agree to negotiate a new Annual Lease Rate for the spaces in the Alternate Location based on the same methodology as set forth herein, that being a proportionate Annual Lease Rate based upon actual annual operations and maintenance costs per space incurred without any markup. The Alternate Location and the new Annual Lease Rate will be identified and set forth in an amendment to this Agreement. In the event that COMPASS exercises COMPASS' RFO and acquires the Parking Lot, if parking at an Alternate Location has not already been provided, then Agency shall not be obligated to provide parking for COMPASS at an Alternate Location.

9. **SIGNAGE.** Agency shall be required to provide adequate signage (i) to inform the public that, from the hours of 6 a.m. to 6:30 p.m. Monday through Friday and during COMPASS' Board Meetings and any public hearings held by COMPASS, the 24-Parking Spaces are not for public use, and (ii) to notify the public of the potential penalties for unauthorized use.

10. **PERMITTED USES OF THE PARKING LOT AND PARKING SPACE.** The 24-Parking Spaces may be used only for parking. The 24-Parking Spaces shall be used only as an accommodation to COMPASS for the temporary parking of personal and company owned vehicles. No storage or permanent parking of vehicles, nor the keeping of disabled or deteriorated vehicles shall be permitted therein.



11. **RESERVATION OF 24-PARKING SPACES.** COMPASS shall have the exclusive right to use the 24-Parking Spaces during the Designated Time. No parking spaces in the Parking Lot shall be specifically designated as COMPASS' 24-Parking Spaces; provided, however, that Agency covenants to ensure that the number of parking spaces open and available to COMPASS and its agents, employees guests and invitees during the Designated Time shall always be twenty-four (24). COMPASS shall be entitled to use its allotted 24-Parking Spaces in the Parking Lot during the Designated Time on a first come first serve basis with the owners of the other units in the Condominium Building that have leased spaces in the Parking Lot. Agency shall not lease the right to use more parking spaces during the Designated Time than available in the Parking Lot or any Alternate Location.

12. **ALTERATION OF 24-PARKING SPACES PROHIBITED.** COMPASS shall not alter, improve or modify the 24-Parking Spaces in any manner, without Agency's written consent, not to be unreasonably withheld. COMPASS hereby covenants and agrees to pay to Agency the cost of repairing any damage to the 24-Parking Spaces caused by misuse of the 24-Parking Spaces by COMPASS and its agents, employees, guests and invitees, promptly upon receipt of an invoice for the cost of any such repair.

13. **COMPLIANCE WITH LAW.** COMPASS shall conform its use of the 24-Parking Spaces to and with all applicable laws, ordinances and codes presently in force or hereafter modified, imposed or enacted and all parking rules and regulations promulgated from time to time by Agency.

14. **DEFAULTS.** Any violation of the terms and conditions of this Agreement, including without limitation, the nonpayment of rent, or the violation of parking rules and regulations promulgated by Agency from time to time shall be grounds for termination of this Agreement, following the applicable time periods for notice and cure. Upon expiration of the term or any termination hereunder, COMPASS shall immediately surrender any and all keys, access cards and/or other items and means of access issued to COMPASS which relate to the 24-Parking Spaces, if any exist.

15. **INDEMNIFICATION.** Notwithstanding any other provision hereof, the parking of vehicles in the 24-Parking Spaces shall not create a bailment between Agency and the owner of any vehicle parked in the 24-Parking Spaces and Agency shall not be responsible for loss or damage occurring on or about the 24-Parking Spaces to automobiles, vehicles or accessories, or the contents thereof, caused by theft, collision, water, wind storm or any other causes whatsoever. Agency shall not be liable for any personal injury, death, disablement, or property damage sustained by any person, including, without limitation, by COMPASS or its agents, employees, guests, visitors, or invitees as a result of, or in connection with, the use of the 24-Parking Spaces (other than damages caused by the negligent or intentional act or omission of Agency or its agents, contractors or employees) and COMPASS, as a condition to acquiring parking privileges pursuant to this Agreement, agrees to indemnify, defend and save Agency harmless from and against any and all liabilities, claims, suits, actions, damages, demands, losses, costs, expenses, settlement obligations, recoveries and deficiencies including, but not limited to, interest, penalties and attorney's fees and disbursements (even if incident to any

appeals) that Agency incurs or suffers in connection with COMPASS' use of the 24-Parking Spaces, if caused by COMPASS or its agents, employees, guests or invitees, and except to the extent caused by the negligent or intentional act or omission of Agency or its agents, contractors or employees; provided, however, that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed to increase the limits of liability of COMPASS as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded COMPASS under said Act. This Section 16 shall survive the expiration or earlier termination of this Agreement.

16. **ASSIGNMENT BY AGENCY.** Agency shall have the right to assign this Agreement at any time, in Agency's sole and absolute discretion, including without limitation, to make an assignment of this and related leases as collateral for the benefit of any lender.

17. **SUBORDINATION OF LEASE.** COMPASS acknowledges and agrees that this Agreement shall be subordinate to any deeds of trust or revenue pledges now existing or hereafter placed upon the 24-Parking Spaces, to any and all advances made or to be made under such deeds of trust or revenue pledges, to the interests and all obligations secured by such deeds of trust and/or revenue pledges and to all renewals, replacements and extensions of same.

18. **ENTIRE AGREEMENT.** This Agreement together with the Previous Agreements represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

19. **AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by all the Parties.

20. **BINDING EFFECT.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, successors and permitted assigns.

21. **WAIVERS.** The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any Party in any case shall, of itself, entitle such Party to any other or further notice or demand in similar or other circumstances.

22. **NOTICES.**

Formal notices, demands, and communications between the Agency and COMPASS shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt



requested to the principal offices of the Agency and COMPASS as set forth below. Routine communication may be by first class mail, e-mail, telefacsimile or telephone.

Agency

Ashley Ford, Project Manager  
Meridian Development Corporation  
33 E. Broadway Ave.  
Meridian, ID 83642  
Phone: (208) 477-1632  
E-mail: ashley@meridiandevelopmentcorp.com

COMPASS

COMPASS  
700 N. East 2nd Street  
Suite 200  
Meridian, ID 83642  
Attn: Matthew Stoll, Executive Director  
Phone: (208) 855-2558 ext. 241  
E-mail: mstoll@compassidaho.org

The person and address set forth above may be changed at any time by a party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of the foregoing, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (d) the date of receipt of notice of refusal or notice of nondelivery by the sending party, or (iv) in the case of e-mail or telefacsimile, the date and time of receipt as shown on the confirmation of the e-mail or telefacsimile transmission.

23. **NUMBER AND GENDER.** In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

24. **NO THIRD-PARTY BENEFICIARY.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the Parties.

26. **MISCELLANEOUS PROVISIONS.**

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body, and is fully vested with the authority to bind such Party in all respects.

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

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

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action or appeal there from to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

Nothing contained in this Agreement shall be deemed or construed as creating an employer/employee relationship between the Parties, a partnership or joint venture between or among the Parties, or with any other party, or cause any Party to be responsible in any way for the obligations of any other Party or non-party.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for such notice or performance shall be postponed until the next business day

The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intentions of Agency and COMPASS hereunder to confer a useable right of enjoyment for the 24-Parking Spaces are carried out.

This Agreement shall be governed by the laws of the State of Idaho.

27. **DISSOLUTION; INSUFFICIENT FUNDING; NON-APPROPRIATION.** This Agreement shall in no way or manner be construed so as to bind or obligate COMPASS if COMPASS is dissolved, or to bind or obligate COMPASS beyond the term of (i) any particular appropriation of funds by the State Legislature, if applicable, or (ii) any funds provided by a city, county or federal authority necessary for COMPASS to meet any obligation under this Agreement. COMPASS shall have and reserves the right to terminate this Agreement, upon written notice to Agency, if COMPASS is dissolved or if any of the aforementioned governmental entities fails, neglects or refuses to appropriate or provide sufficient funds as may be required for COMPASS to meet any obligation under this Agreement.

28. **RECORDING.** This Agreement shall not be recorded, but a Memorandum of this Agreement shall be executed and acknowledged by the Parties and recorded in the real property records of Ada County, Idaho. Upon termination of this Agreement, the Parties shall execute



and acknowledge a memorandum evidencing such termination in the real property records of Ada County, Idaho.

**29. ADDITIONAL PROVISIONS.**

The Parties acknowledge and agree that there may still be in effect at the execution of this Agreement an Alternate Parking Agreement, which was entered into by the Parties because of unforeseen circumstances causing a delay in the completion of the parking lot improvements. Said Alternate Parking Agreement, if in effect, is incorporated herein by this reference thereto, and shall control over this Agreement until such time as the Parking Lot is completed and this Agreement comes into full force and effect.

The Parties also acknowledge and agree that a Special Declaration of Cross Access and Drainage Easements has been recorded against the Parking Lot and the Units, and is incorporated herein by this reference thereto. The applicable provisions of said Special Declaration shall control over the provisions of this Agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date of the signature of the last Party to sign.

3/7, 2012

**THE URBAN RENEWAL AGENCY OF  
THE CITY OF MERIDIAN, IDAHO, aka  
MERIDIAN DEVELOPMENT CORPORATION**

By Julie A. Pipal  
Julie A. Pipal, Chairman

Attest Daniel G. Basalone  
Secretary

March 7, 2012

**COMPASS**

By \_\_\_\_\_  
By: Matthew Stoll  
Its: Executive Director

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

**EXHIBIT LIST**

Exhibit A - Legal Description of Parking Lot

Exhibit B - Parking Lot Site Plan

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date of the signature of the last Party to sign.

\_\_\_\_\_, 2012

**THE URBAN RENEWAL AGENCY OF  
THE CITY OF MERIDIAN, IDAHO, aka  
MERIDIAN DEVELOPMENT CORPORATION**

By \_\_\_\_\_  
Julie A. Pipal, Chairman

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

March 5<sup>th</sup>, 2012

**COMPASS**

By Matthew Stoll  
By: Matthew Stoll  
Its: Executive Director

Attest Amy E. A. Lupton  
Secretary

**EXHIBIT LIST**

Exhibit A - Legal Description of Parking Lot

Exhibit B - Parking Lot Site Plan



## **EXHIBIT A**

### **Legal Description of Parking Lot**

Parcel 1 of Record of Survey No. 8988 recorded June 29, 2011 as Instrument No. 111052334, records of Ada County, Idaho, being a parcel located in Government Lot 3 and the Northeast quarter of the Southwest quarter of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being Lot 9 of Block 6 of the Amended Plat of Townsite of Meridian as shown in Book 1 of Plats at Page 30 in the office of the Recorder, Ada County, Idaho, and Lots 6, 7, 8, 9 and 10 in Block 2 of the Amended Plat of Rowan Addition as shown in Book 2 of Plats at Page 52 in said office of the Recorder, more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin marking the Southeasterly corner of said Lot 10; thence

North 88°42'24" West along the Southerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2, a distance of 195.76 feet to a 5/8 inch diameter iron pin marking the Southwesterly corner of said Lot 9 of Block 6; thence

North 0°28'34" East along the Westerly boundary of said Lot 9 of Block 6 a distance of 120.10 feet to a 5/8 inch diameter iron pin marking the Northwesterly corner of said Lot 9 of Block 6; thence

South 88°42'46" East along the Northerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 197.62 feet to a 5/8 inch diameter iron pin marking the Northeasterly corner of said Lot 10; thence

South 1°21'54" West along the Easterly boundary of said Lot 10 a distance of 120.11 feet to the Point of Beginning.

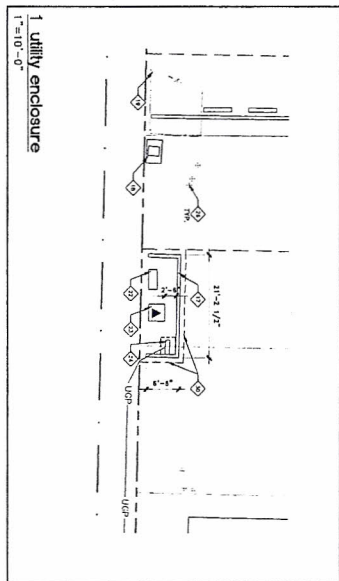
## **EXHIBIT A**

erated ARCHITECTS, PA  
410 main street, suite 202, topeka, kansas 66602  
(716) 331-1321 to 331-1323 e-mail: [info@eracorp.com](mailto:info@eracorp.com)

mdc building  
700 n. east 2nd st.  
meridian, idaho 83642

project: 100603  
date: 11.15.10  
drawn: mb,kc,lb  
checked: dr,ce

21.11



- A. CONTRACTOR TO VERIFY ALL MEASUREMENTS IN FIELD. NOTIFY ARCHITECT IF DISCREPANCIES ARE FOUND.
- B. THIS DRAWING IS SHOWN FOR INFORMATION PURPOSES ONLY. ELECTRICAL DRAWINGS FOR APPROXIMATE MEASUREMENT, AND LOAD POWER WILL BE RELYING ON OVERHEAD POWER POLES AND LINES CLOSELY LOCATED IN THE ALLEY. THIS WORK IS ANTICIPATED TO BE PARTIALLY CONCURRENT WITH THE WORK FOR THIS PROJECT. CONTRACTOR TO COORDINATE WITH LOAD POWER ENGINEER FOR APPROXIMATE MEASUREMENTS.
- D. REFLECT ON-DE DRAWINGS FOR SITE ROAD WORK.

[illegible]

## **PARKING SPACES USE AGREEMENT**

This PARKING SPACES USE AGREEMENT ("**Agreement**") is entered into by and between the Urban Renewal Agency of the City of Meridian, also known as Meridian Development Corporation, a public body, corporate and politic ("**Agency**"), and Valley Regional Transit, a regional public transportation authority organized and existing pursuant to Idaho Code §§ 40-2101 et seq. ("**VRT**"), collectively referred to as the "**Parties**" and each individually as "**Party**," on the terms and provisions set forth below.

### **RECITALS**

- A. Agency is the owner of certain real property located in Ada County, Idaho, as more fully described on Exhibit A attached hereto and incorporated herein by this reference (the "**Parking Lot**"). The Parking Lot and the parking spaces located within are shown on the Site Plan attached hereto as Exhibit B and incorporated herein by this reference.
- B. VRT is the owner of Units 101 and 102 and an undivided interest as tenant-in-common in Unit 100 of the Second & Broadway Condominiums, as such Units are shown on the Final Plat for the Second & Broadway Condominiums recorded on the 27th day of February, 2012, as Instrument No. 112017201, Official Records of Ada County, Idaho (the "**Units**").
- C. Agency and VRT have previously executed that certain Condominium Unit Reservation Agreement and that certain Real Estate Purchase and Sale Agreement for the Units (collectively, the "**Previous Agreements**"), which are incorporated herein by this reference and which included, without limitation, the obligation of Agency to lease fifteen (15) parking spaces (the "**15-Parking Spaces**") to VRT, subject to certain conditions.
- D. This Agreement contains the terms and conditions of the lease of 15-Parking Spaces by Agency to VRT.

### **AGREEMENT**

1. **LEASE TERM.** The term of this Agreement shall be approximately ninety-nine (99) years and shall commence on the execution date hereof and terminate on \_\_\_\_\_ 1, 2111, unless this Agreement is sooner terminated in accordance with the provisions herein. VRT shall have the right and option to transfer, assign or sublease its interest in and to the 15-Parking Spaces to (i) any successor in interest to VRT who owns or occupies the Units, or (ii) any new owner or occupant of the Units. Upon any assignment to a successor in interest or transfer to a new owner of all or any part of the Units, and the written assumption by such successor in interest or new owner of the obligations of VRT with respect thereto under this Agreement, VRT shall be automatically released, with respect to the portion of the Units assigned or transferred and the number of the 15-Parking Spaces allocated thereto, of all liability regarding the performance of any of the terms, conditions, covenants or obligations to be performed by VRT hereunder occurring after the date of said assignment or transfer, except for liabilities, actual or



contingent, arising prior to such assignment or transfer. Said release is conditioned upon delivery to Agency of a written assignment and assumption, together with the number or parking spaces assigned. Should Agency's term of existence expire and not be renewed during the term of this Agreement, then prior to said expiration, Agency's rights and obligations under this Agreement may be transferred or assigned by Agency to the City of Meridian or another public entity without consent of VRT.

2. **DESIGNATED TIME.** Agency agrees to lease thirteen (13) of the 15-Parking Spaces to VRT from the hours of 6 a.m. to 6:30 p.m. Monday through Friday and during all VRT Board meetings and public meetings held by VRT during the term of this Agreement; Agency agrees to lease two (2) of the 15-Parking Spaces 24 hours per day, 7 days a week (for company owned vehicles) (the "**Designated Time**"). Except as otherwise specifically provided herein, the 15-Parking Spaces shall be used as public parking on a first come first serve basis at all other times.

3. **ENFORCEMENT.** VRT shall issue hand-tags or develop some other method of identifying those vehicles authorized by VRT to use the 15-Parking Spaces. VRT shall be responsible for notifying Agency of unauthorized vehicles parked in the 15-Parking Spaces. Agency shall be responsible, upon notification from VRT, to take necessary and legally authorized action to have the unauthorized vehicle or vehicles removed from the 15-Parking Spaces.

4. **NO ASSIGNMENT OR SUBLEASE BY VRT.** Except as set forth in Section 1 above, VRT shall not assign, mortgage, sublease or otherwise encumber or transfer any or all of its rights and duties under this Agreement. Any attempted sublease for the use of the 15-Parking Spaces or assignment, mortgage, encumbrance or transfer of this Agreement in violation of the terms of this Agreement shall be null and void and shall terminate VRT's privileges to use the 15-Parking Spaces.

5. **PUBLIC PARKING.** VRT acknowledges the 15-Parking Spaces will be used as public parking, consistent with Section 2 above. The Parties agree nothing shall prevent VRT from using in the 15-Parking Spaces on a first come first served basis when the 15-Parking Spaces are designated as public parking.

6. **ANNUAL LEASE RATE.** The annual lease rate ("**Annual Lease Rate**") shall be limited to operation and maintenance costs only and shall be determined by multiplying the number of spaces leased by the actual annual operations and maintenance costs per space the Agency incurred, without any markup, during the prior year. Operation and maintenance costs shall include a management fee only if there is third party management of the Parking Lot. Agency shall submit an invoice for the operation and maintenance costs during the prior year on October 1 of each year. Payment is due within thirty (30) days. No other rent shall be charged.

For purposes of the foregoing, as long as the 5 Parking Stalls (as defined in the Special Declaration of Cross Access and Drainage Easements entered into concurrently herewith, and located on the Second & Broadway Condominiums property) are being maintained by Agency pursuant to said Special Declaration, those five (5) stalls (parking spaces) will be included in the



calculation of the total number of parking spaces being maintained by Agency, the cost of which will be paid by VRT pro rata as reflected in the Annual Lease Rate. For example, based upon current plans for the Parking Lot, the number of parking spaces in the Parking Lot plus the 5 Parking Stalls will total 56 parking spaces and VRT's proportionate share of the total annual operations and maintenance costs for those 56 spaces will be 26.79% (15/56). (If the denominator changes due to more or less actual parking spaces, the pro rata calculation will be adjusted accordingly.) However, the 5 Parking Stalls shall not be considered or included in the number of separate parking spaces (15) that are reserved for VRT under this Agreement.

7. **LEASE PAYMENTS.** In the event VRT fails to pay Agency any amount due under this Agreement, Agency may, after giving VRT thirty (30) days prior written notice, suspend the parking privileges of VRT. In the event such amounts remain unpaid sixty (60) days after the date of such notice, Agency may immediately terminate this Agreement, without modifying or affecting any of its other rights and remedies under this Agreement or applicable law.

8. **LOCATION OF PARKING SPACES.** VRT acknowledges that Agency may construct additional or alternate parking locations in downtown Meridian. VRT acknowledges that Agency may dispose of or develop the Parking Lot. VRT agrees Agency may dispose of or develop the Parking Lot without VRT's consent subject to VRT's right of first offer, the details of which are set forth in a separate recorded document ("**VRT's RFO**"), which is incorporated herein by this reference thereto. In the event Agency disposes of or sells the Parking Lot, Agency shall provide VRT with the same number (15) of parking spaces during the Designated Time in an alternate location or locations ("**Alternate Location**"). VRT's use and access to fifteen (15) parking spaces shall be uninterrupted. The nearest point of the Alternate Location shall be no greater than one thousand (1000) feet to the nearest point of the Condominium Property. In the event Agency elects to provide parking for VRT at an Alternate Location, this Agreement shall continue on the same terms and conditions, except that the Parties agree to negotiate a new Annual Lease Rate for the spaces in the Alternate Location based on the same methodology as set forth herein, that being a proportionate Annual Lease Rate based upon actual annual operations and maintenance costs per space incurred without any markup. The new location and the new Annual Lease Rate will be identified and set forth in an amendment to this Agreement. In the event that VRT exercises VRT's RFO and acquires the Parking Lot, if parking at an Alternate Location has not already been provided, then Agency shall not be obligated to provide parking for VRT at an Alternate Location.

9. **SIGNAGE.** Agency shall be required to provide adequate signage (i) to inform the public that, from the hours of 6 a.m. to 6:30 p.m. Monday through Friday and during VRT's Board Meetings and any public hearings held by VRT, the 15-Parking Spaces are not for public use, and (ii) to notify the public of the potential penalties for unauthorized use.

10. **PERMITTED USES OF THE PARKING LOT AND PARKING SPACE.** The 15-Parking Spaces may be used only for parking. The 15-Parking Spaces shall be used only as an accommodation to VRT for the temporary parking of personal and company owned vehicles. Except for the two (2) company owned vehicles as provided in Section 2 above, no storage or



permanent parking of vehicles, nor the keeping of disabled or deteriorated vehicles shall be permitted therein.

11. **RESERVATION OF PARKING SPACES.** VRT shall have the exclusive right to use the 15-Parking Spaces during the Designated Time. No parking spaces in the Parking Lot shall be specifically designated as VRT's 15-Parking Spaces; provided, however, that Agency covenants to ensure that the number of parking spaces open and available to VRT and its agents, employees guests and invitees during the Designated Time shall always be fifteen (15). VRT shall be entitled to use its allotted 15-Parking Spaces in the Parking Lot during the Designated Time on a first come first serve basis with the owners of the other units in the Condominium Building that have leased spaces in the Parking Lot. Agency shall not lease the right to use more parking spaces during the Designated Time than available in the Parking Lot or any Alternate Location.

12. **ALTERATION OF PARKING SPACES PROHIBITED.** VRT shall not alter or modify the 15-Parking Spaces in any manner without Agency's written consent, not to be unreasonably withheld. VRT hereby covenants and agrees to pay to Agency the cost of repairing any damage to the 15-Parking Spaces caused by misuse of the 15-Parking Spaces by VRT and its agents, employees, guests and invitees, promptly upon receipt of an invoice for the cost of any such repair.

13. **COMPLIANCE WITH LAW.** VRT shall conform its use of the 15-Parking Spaces to and with all applicable laws, ordinances and codes presently in force or hereafter modified, imposed or enacted and all parking rules and regulations promulgated from time to time by Agency.

14. **DEFAULTS.** Any violation of the terms and conditions of this Agreement, including without limitation, the nonpayment of rent, or the violation of parking rules and regulations promulgated by Agency from time to time shall be grounds for termination of this Agreement, following the applicable time periods for notice and cure. Upon expiration of the term or any termination hereunder, VRT shall immediately surrender any and all keys, access cards and/or other items and means of access issued to VRT which relate to the 15-Parking Spaces, if any exist.

15. **INDEMNIFICATION.** Notwithstanding any other provision hereof, the parking of vehicles in the 15-Parking Spaces shall not create a bailment between Agency and the owner of any vehicle parked in the 15-Parking Spaces and Agency shall not be responsible for loss or damage occurring on or about the 15-Parking Spaces to automobiles, vehicles or accessories, or the contents thereof, caused by theft, collision, water, wind storm or any other causes whatsoever. Agency shall not be liable for any personal injury, death, disablement, or property damage sustained by any person, including without limitation by VRT or its agents, employees, guests or invitees as a result of, or in connection with, the use of the 15-Parking Spaces (other than damages caused by the negligent or intentional act or omission of Agency or its agents, contractors or employees) and VRT, as a condition to acquiring parking privileges pursuant to this Agreement, agrees to indemnify, defend and save Agency harmless from and against any



and all liabilities, claims, suits, actions, damages, demands, losses, costs, expenses, settlement obligations, recoveries and deficiencies including, but not limited to, interest, penalties and attorney's fees and disbursements (even if incident to any appeals) that Agency incurs or suffers in connection with VRT's use of the 15-Parking Spaces, if caused by VRT or its agents, employees, guests, visitors or invitees, and except to the extent caused by the negligent or intentional act or omission of Agency or its agents, contractors or employees; provided, however, that nothing in the foregoing or elsewhere in this Agreement is intended, nor may it be construed to increase the limits of liability of VRT as capped by the Idaho Tort Claims Act (Idaho Code § 6-901 through § 6-929), or to otherwise lessen the protections afforded VRT under said Act. This Section 16 shall survive the expiration or earlier termination of this Agreement.

16. **ASSIGNMENT BY AGENCY.** Agency shall have the right to assign this Agreement at any time, in Agency's sole and absolute discretion, including without limitation, to make an assignment of this and related leases as collateral for the benefit of any lender.

17. **SUBORDINATION OF LEASE.** VRT acknowledges and agrees that this Agreement shall be subordinate to any deeds of trust or revenue pledges now existing or hereafter placed upon the 15-Parking Spaces, to any and all advances made or to be made under such deeds of trust or revenue pledges, to the interests and all obligations secured by such deeds of trust and/or revenue pledges and to all renewals, replacements and extensions of same.

18. **ENTIRE AGREEMENT.** This Agreement together with the Previous Agreements represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

19. **AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by all the Parties.

20. **BINDING EFFECT.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, successors and permitted assigns.

21. **WAIVERS.** The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any Party in any case shall, of itself, entitle such Party to any other or further notice or demand in similar or other circumstances.

22. **NOTICES.**

Formal notices, demands, and communications between the Agency and VRT shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the Agency and VRT as set forth below. Routine communication may be by first class mail, e-mail, telefacsimile or telephone.

Agency

Ashley Ford, Project Manager  
Meridian Development Corporation  
33 E. Broadway Ave.  
Meridian, ID 83642  
Phone: (208) 477-1632  
E-mail: ashley@meridiandevelopmentcorp.com

VRT

Valley Regional Transit  
700 N. East 2nd Street  
Suite 101  
Meridian, Idaho 83642  
Attention: Kelli Fairless  
Phone: (208) 846-8547 x4212  
E-mail: kfairless@valleyregionaltransit.org

The person and address set forth above may be changed at any time by a party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of the foregoing, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (d) the date of receipt of notice of refusal or notice of nondelivery by the sending party, or (iv) in the case of e-mail or telefacsimile, the date and time of receipt as shown on the confirmation of the e-mail or telefacsimile transmission.

23. **NUMBER AND GENDER.** In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

24. **NO THIRD-PARTY BENEFICIARY.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the Parties.

26. **MISCELLANEOUS PROVISIONS.**

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body, and is fully vested with the authority to bind such Party in all respects.



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

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

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action or appeal there from to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

Nothing contained in this Agreement shall be deemed or construed as creating an employer/employee relationship between the Parties, a partnership or joint venture between or among the Parties, or with any other party, or cause any Party to be responsible in any way for the obligations of any other Party or non-party.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for such notice or performance shall be postponed until the next business day

The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intentions of Agency and VRT hereunder to confer a useable right of enjoyment for the 15-Parking Spaces are carried out.

This Agreement shall be governed by the laws of the State of Idaho.

27. **DISSOLUTION; INSUFFICIENT FUNDING; NON-APPROPRIATION.** This Agreement shall in no way or manner be construed so as to bind or obligate VRT if VRT is dissolved, or to bind or obligate VRT beyond the term of (i) any particular appropriation of funds by the State Legislature, if applicable, or (ii) any funds provided by a city, a county or the Federal Transit Administration (FTA) necessary for VRT to meet any obligation under this Agreement. VRT shall have and reserves the right to terminate this Agreement, upon written notice to Agency, if VRT is dissolved or if any of the aforementioned governmental entities fails, neglects or refuses to appropriate or provide sufficient funds as may be required for VRT to meet any obligation under this Agreement.

28. **RECORDING.** This Agreement shall not be recorded, but a Memorandum of this Agreement shall be executed and acknowledged by the Parties and recorded in the real property



records of Ada County, Idaho. Upon termination of this Agreement, the Parties shall execute and acknowledge a memorandum evidencing such termination in the real property records of Ada County, Idaho.

29. **ADDITIONAL PROVISIONS.**

The Parties acknowledge and agree that there may still be in effect at the execution of this Agreement an Alternate Parking Agreement, which was entered into by the Parties because of unforeseen circumstances causing a delay in the completion of the parking lot improvements. Said Alternate Parking Agreement, if in effect, is incorporated herein by this reference thereto, and shall control over this Agreement until such time as the Parking Lot is completed and this Agreement comes into full force and effect.

The Parties also acknowledge and agree that a Special Declaration of Cross Access and Drainage Easements has been recorded against the Parking Lot and the Units, and is incorporated herein by this reference thereto.

The applicable provisions of said Special Declaration shall control over the provisions of this Agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date of the signature of the last Party to sign.

3/7, 2012

**THE URBAN RENEWAL AGENCY OF  
THE CITY OF MERIDIAN, IDAHO, aka  
MERIDIAN DEVELOPMENT CORPORATION**

By Julie A. Pipal  
Julie A. Pipal  
Chairman

Attest David G. Garalane  
Secretary

March 7, 2012

**VALLEY REGIONAL TRANSIT**

By \_\_\_\_\_  
Kelli Fairless  
Executive Director

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

**EXHIBIT LIST**

Exhibit A - Legal Description of Parking Lot

Exhibit B - Parking Lot Site Plan

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date of the signature of the last Party to sign.

\_\_\_\_\_, 2012

**THE URBAN RENEWAL AGENCY OF  
THE CITY OF MERIDIAN, IDAHO, aka  
MERIDIAN DEVELOPMENT CORPORATION**

By \_\_\_\_\_  
Julie A. Pipal  
Chairman

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

March 5, 2012

**VALLEY REGIONAL TRANSIT**

By Kelli Fairless  
Kelli Fairless  
Executive Director

Attest Linda Shi  
Secretary

**EXHIBIT LIST**

Exhibit A - Legal Description of Parking Lot

Exhibit B - Parking Lot Site Plan



## **EXHIBIT A**

### **Legal Description of Parking Lot**

Parcel 1 of Record of Survey No. 8988 recorded June 29, 2011 as Instrument No. 111052334, records of Ada County, Idaho, being a parcel located in Government Lot 3 and the Northeast quarter of the Southwest quarter of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being Lot 9 of Block 6 of the Amended Plat of Townsite of Meridian as shown in Book 1 of Plats at Page 30 in the office of the Recorder, Ada County, Idaho, and Lots 6, 7, 8, 9 and 10 in Block 2 of the Amended Plat of Rowan Addition as shown in Book 2 of Plats at Page 52 in said office of the Recorder, more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin marking the Southeasterly corner of said Lot 10; thence

North 88°42'24" West along the Southerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2, a distance of 195.76 feet to a 5/8 inch diameter iron pin marking the Southwesterly corner of said Lot 9 of Block 6; thence

North 0°28'34" East along the Westerly boundary of said Lot 9 of Block 6 a distance of 120.10 feet to a 5/8 inch diameter iron pin marking the Northwesterly corner of said Lot 9 of Block 6; thence

South 88°42'46" East along the Northerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 197.62 feet to a 5/8 inch diameter iron pin marking the Northeasterly corner of said Lot 10; thence

South 1°21'54" West along the Easterly boundary of said Lot 10 a distance of 120.11 feet to the Point of Beginning.

## **EXHIBIT A**

erated ARCHITECTS, PA  
412 main street, suite 202, topeka, kansas 66602  
(781) 321-1200 fax (781) 321-1203 email [info@architects.com](mailto:info@architects.com)

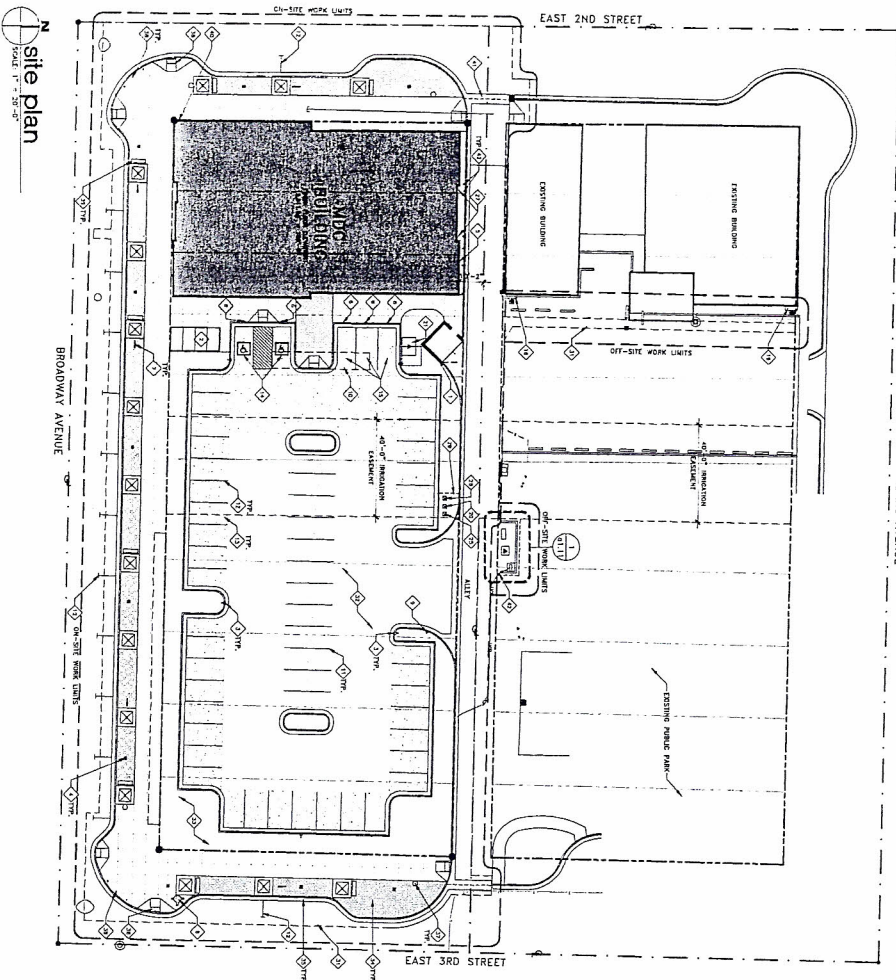
This document is the property of Alfred ARCHITECTS and is loaned to you by the President of the U.S. Government. It is not to be distributed outside of this organization, and its use is limited to the work for which it was loaned. It is to be returned to Alfred ARCHITECTS at the address shown on the cover sheet. This document may not be reproduced or its contents used in any unauthorized manner.

Q210

site plan

general notes:

- A. CONTRIBUTOR TO VERIFY ALL DIMENSIONS IN FIELD; NOTIFY ARCHITECT IF DISCREPANCIES ARE FOUND.
- B. THIS DRAWING IS SHOWN FOR COORDINATION PURPOSES ONLY. REFERENCE TO ALL LANDSCAPE, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS IS REQUIRED.
- C. DRAIN POWER WILL BE REMOVING OVERHEAD POWER POLES AND LINES CURRENTLY LOCATED IN THE ALLEY. THIS WORK IS ANTICIPATED TO BE PARTIALLY CONCURRENT WITH THE WORK FOR THIS PROJECT. CONTRIBUTOR TO COORDINATE WITH IDAHO POWER FOR WORK ON AND OFF SITE AS REQUIRED.
- D. FIELD TO OBTAIN DRAWINGS FOR SITE DRAIN WORK.



scale: 1" = 30'-0"

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

**Resolution No. 17-035**

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, A/K/A THE MERIDIAN  
DEVELOPMENT CORPORATION, TO BE TERMED THE  
"ANNUAL APPROPRIATION RESOLUTION,"  
APPROPRIATING SUMS OF MONEY AUTHORIZED BY  
LAW AND DEEMED NECESSARY TO DEFRAY ALL  
EXPENSES AND LIABILITY OF THE URBAN RENEWAL  
AGENCY, FOR THE FISCAL YEAR COMMENCING  
OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018,  
FOR ALL GENERAL, SPECIAL AND CORPORATE  
PURPOSES; DIRECTING THE CHAIRMAN OR  
ADMINISTRATOR TO SUBMIT THE RESOLUTION AND  
BUDGET TO THE CITY OF MERIDIAN AND ANY OTHER  
ENTITY ENTITLED TO A COPY OF THE RESOLUTION  
AND BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency, 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 anti supplemented ("Law");

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, pursuant to Idaho Code §50-2006, §50-2903(5) and §50-1002, Agency staff has prepared a budget and the Agency has tentatively approved estimated revenues and expenditures for the fiscal year commencing October 1, 2017, and ending September 30, 2018, by virtue of its action at the Agency's board meeting of July 26, 2017;

WHEREAS, Agency has previously published notice of a public hearing to be conducted on August 9, 2017 at 7:30 a.m., at the Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho;

WHEREAS, on August 9, 2017, pursuant to §50-1002, Idaho Code, the Agency held a public hearing at the Meridian City Hall, 33 East Broadway Avenue, Meridian, Idaho, on the proposed budget and considered public comment, along with Board input, on services, expenditures, and revenues planned for Fiscal Year 2017-2018;

WHEREAS, pursuant to §50-2006, Idaho Code, the Agency is required to pass an annual appropriation resolution and submit the resolution to the City of Meridian, Idaho on or before September 1, 2017.

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 sums of money, or as much thereof as may be authorized by law, needed, or deemed necessary to defray all expenses and liabilities of the Agency, as set forth in *Exhibit A*, which is annexed hereto and by reference made of a part of this Resolution. The applicable notice for the public hearing was published in accordance with Idaho Code. Those sums of money noted in Exhibit A are hereby appropriated for the general, special and corporate purposes and objectives of the Agency for the fiscal year commencing October 1, 2017, and ending September 30, 2018.

Section 3: That the Chairman or Administrator shall submit the Resolution and Budget to the City of Meridian on or before September 1, 2017, and submit this Resolution and Budget to any other entity entitled to a copy of the Resolution and Budget.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on August 9, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on August 9, 2017.

APPROVED:

By \_\_\_\_\_  
Chairman of the Board

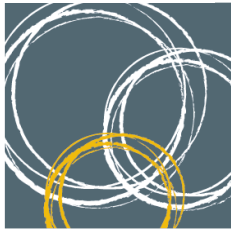
ATTEST:

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

## EXHIBIT A

|                         | <u>FY 2016<br/>Actual</u> | <u>FY 2017<br/>Budget-Original</u> | <u>FY 2017<br/>Actual to Date</u> | <u>Proposed FY 2018<br/>Budget</u> |
|-------------------------|---------------------------|------------------------------------|-----------------------------------|------------------------------------|
| Revenue - Taxes         | \$ 887,546.00             | \$ 883,000.00                      | \$ 735,714.00                     | \$ 967,000.00                      |
| Revenue - Other         | \$ 8,021.00               | \$ 145,774.00                      | \$ 5,208.00                       | \$ 313,512.00                      |
| Expenditures            | \$ 597,849.00             | \$ 527,839.00                      | \$ 299,716.00                     | \$ 513,536.00                      |
| Capital Outlay          | \$ 1,100.00               | \$ 1,309,580.00                    | \$ 91,231.00                      | \$ 1,903,693.00                    |
| Net Effect Fund Balance | \$ 296,618.00             | \$ (808,645.00)                    | \$ 349,975.00                     | \$(1,136,717.00)                   |





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

104 E. Fairview Ave  
#239  
Meridian, ID 83642  
208.477.1632  
[www.meridiandevelopmentcorp.com](http://www.meridiandevelopmentcorp.com)

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

### August 11, 2017:

Who: MDBA Board Meeting  
When: 7:30am  
Where: UnBound

### August 14, 2017:

Who: Children's Museum Board Meeting  
When: 4:30pm  
Where: Maui Wowi

### August 15, 2017:

Who: Executive Committee Meeting  
When: 7:30am  
Where: Ed's Fifties Diner

### August 16, 2017:

Who: Property Committee Meeting  
When: 3:00pm  
Where: City Hall, City Council Conference Room

### August 16, 2017:

Who: Downtown Parking, Transportation, and Streetscape Committee Meeting  
When: 4:00pm  
Where: City Hall, City Council Conference Room

### August 21, 2017:

Who: MDC-City Coordination Meeting  
When: 2:00pm  
Where: City Hall, Community Development Department

# unBound

July 2017

Prepared by Nick Grove on August 4, 2017



## By the numbers:

- In July we had 1219 visits with a daily average of 49. (*See Appendix*)
- We answered 1119 reference questions in July. (*See Appendix*)
- Social media stats: Facebook likes - 750, Twitter followers - 303, Instagram - 274

## Equipment:

- The HTC Vive and Oculus Rift virtual reality headsets are both up and running. They have been a big hit this summer for patrons of all ages. Through participation with the Idaho Virtual Reality Council the equipment will hopefully be used by developers in the coming months to test their games/applications.
- We have had an opportunity to learn more about and test the dissolving PVA filament that can be used on the Ultimaker 3 3D printer. After getting pricing in place it will be a feature that we promote for certain projects patrons have that need delicate supports. The PVA filament will be used in a secondary role next to the PLA filament that we use for normal 3D printing.

## Programs:

- We hosted an Adobe Day featuring 3 different classes on different aspects of using Photoshop and Illustrator. The program was well received and had 10 people plus a community volunteer who came in and taught one of the classes. Since the program we have had a number of people request that it be repeated and we will try to have one a quarter moving forward.
- Two different coding classes aimed at older kids and teens have been very popular this summer. The kids/teens have learned how to build games in the GameMaker Studio and how to build an app in the Swift Playgrounds app.

## Facility:

- The A/C is working great and keeping up with 100 degree weather.
- A vinyl banner has been hung on the brick wall outside near the front of the alley. The banner shows people driving and walking south on Main St. what unBound is and what we have to offer. A second banner will be added to the back of the building soon.

## Anecdotes:

- The sound studio is seeing continued interest from both individuals and businesses looking to create or improve a podcast. One of the newcomers lined up 3 separate recording sessions to bring in guests for his podcast and remarked excitedly "I could be here all day!". His podcast is being built to promote his local business and he also took time to market unBound to his audience.

# Appendix:

## Door Count

| JULY 2017           | S      | M  | T  | W  | Th      | F  | S     | Weekly Stats |
|---------------------|--------|----|----|----|---------|----|-------|--------------|
| Week 1 (July 1)     | Closed | X  | X  | X  | X       | X  | 32    | 32           |
| Week 2 (July 3-8)   | Closed | 56 | X  | 36 | 74      | 30 | 44    | 240          |
| Week 3 (July 10-15) | Closed | 57 | 38 | 77 | 42      | 56 | 42    | 312          |
| Week 4 (July 17-22) | Closed | 98 | 68 | 45 | 32      | 43 | 38    | 324          |
| Week 5 (July 24-29) | Closed | 39 | 41 | 49 | 42      | 38 | 68    | 277          |
| Week 6 (July 31)    | Closed | 34 | X  | X  | X       | X  | X     | 34           |
| Monthly Stats       |        |    |    |    | Average | 49 | Total | 1219         |

## Reference Questions

| JULY 2017           | S      | M  | T  | W  | Th      | F  | S     | Weekly Stats |
|---------------------|--------|----|----|----|---------|----|-------|--------------|
| Week 1 (July 1)     | Closed | X  | X  | X  | X       | X  | 25    | 25           |
| Week 2 (July 3-8)   | Closed | 40 | X  | 54 | 61      | 31 | 15    | 201          |
| Week 3 (July 10-15) | Closed | 80 | 50 | 72 | 43      | 55 | 30    | 330          |
| Week 4 (July 17-22) | Closed | 82 | 42 | 49 | 38      | 45 | 38    | 294          |
| Week 5 (July 24-29) | Closed | 35 | 49 | 37 | 31      | 40 | 29    | 221          |
| Week 6 (July 31)    | Closed | 48 | X  | X  | X       | X  | X     | 48           |
| Monthly Stats       |        |    |    |    | Average | 45 | Total | 1119         |



**From:** Gary Ashby gashby@forsgren.com   
**Subject:** Nine Mile Creek Flood Study  
**Date:** August 4, 2017 at 9:17 AM  
**To:** Ashley Squyres meridiandevelopmentcorp@gmail.com, David Miles dmiles@meridiancity.org

---

Ashley and David,

Just wanted to give you both an update of our progress on our Nine Mile Creek Flood study. We have gathered all the survey data and essentially all the background information we believe we need to prepare the appeal. We are in the process for setting up the modeling and calculations necessary to develop our conclusions. We plan to complete our modeling and calculations next week and prepare a draft of the appeal. I am looking for some clarification on logistics of how we anticipate submitting the appeal. Will the appeal be submitted under a City of Meridian cover? Clarification on that will assist us in putting the documentation together appropriately. We may want to consider sitting down maybe the 14<sup>th</sup> or 15<sup>th</sup> to review and discuss our conclusions in preparation for a Aug 17<sup>th</sup> submittal to FEMA.

Let me know your thoughts. Have a good weekend.

**Gary L. Ashby, P.E.**

Managing Engineer

415 South 4th Street

Boise, ID 83702

208.342.3144 / 208.854.8302 Direct

208.859.7526 Cell

**FORSGREN**  
*Associates Inc.*