



MERIDIAN
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MEETING AGENDA
MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, October 11, 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 September 27, 2017 Regular Meeting
- b. Approve August 2017 Financials and Notice of Bills Paid
- c. Approve September Administrator's Report

ACTION AND PRESENTATION ITEMS

5. Consideration of Approval of the Scope of Work for the production of the Downtown Meridian video and Corresponding Resolution 17-041 [Mueller/Squyres]

6. Consideration of Approval of the Professional Services Agreement with Eide Bailey and Corresponding Resolution 17-049 [Squyres/Lakey]

7. Consideration of Approval of the Annual Landscaping Contract for 713 North Main Street with Provision Landscaping and Corresponding Resolution 17-050 [Squyres/Lakey]

8. Consideration of Approval of the Annual Landscaping Contract for COMPASS/VRT Building with Provision Landscaping and Corresponding Resolution 17-051 [Squyres/Lakey]

DISCUSSION ITEMS

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

Agenda for the Meridian Development Corporation Board Meeting – October 11, 2017

Page 1 of 2

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.

10. **Public Relations Committee Meeting Update [Mueller]**
11. **Upcoming Committee Meetings [Squyres]**
12. **Counsel's Report [Lakey]:** Counsel Lakey will review legal topics that need to be brought to the attention of the Board.
13. **Administrator's Report [Squyres]:** Administrator Squyres will review topics that need to be brought to the attention of the Board.
14. **Chairman's Report**
15. **Public Comment**
16. **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, September 27, 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 |
| <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>X</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 Mueller to confirm the agenda with the removal of Item 4B.

ALL AYES.

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 September 13, 2017 Regular Meeting

~~b. Approve August 2017 Financials and Notice of Bills Paid~~

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

ALL AYES.

ACTION AND PRESENTATION ITEMS

5. Downtown Mural Partnership Request by the Meridian Arts Commission [Hillary Bodnar]

Hillary presented the partnership request to the board. She stated the \$16k that MDC has dedicated in its FY18 budget would be utilized at the site of the Zamzow Mill. She mentioned

Agenda for the Meridian Development Corporation Board Meeting – September 27, 2017

Page 1 of 4

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that she had met with Ashley, Callie, and the Meridian Arts Commission. MAC is interested in commissioning a piece rather than going out for proposal. She would like to receive approval from MDC to move forward with a commissioned piece. A motion was made by Commissioner Bird and seconded by Commissioner Bevan to approve MAC entering into a conversation with a commissioned artist.

6. Consideration of Approval of the Scope of Work for the production of the Downtown Meridian video and Corresponding Resolution 17-041 [Mueller/Squyres]

Squyres provided the history, update, and the video/vignette options. The pro's and con's of each were discussed. Commissioner Mueller discussed the benefits of vignettes and its uses. Commissioner Bird stated that he wants to ensure the video is of high quality and would request the PR Committee work with DaviesMoore to try to reduce the costs.

7. Consideration of Approval of the FY18 Façade Improvement Grant Application and Corresponding Resolution 17-042 [Squyres/Lakey]

Squyres discussed the updated Façade Improvement application for FY18. A motion was made by Commissioner Vlassek and seconded by Commissioner Bevan to approve the application.

ALL AYES.

8. Consideration of Approval of the Annual Sweeping and Snow Removal Contract for 713 North Main Street with PC Maintenance and Corresponding Resolution 17-043 [Squyres/Lakey]

9. Consideration of Approval of the Annual Sweeping and Snow Removal Contract for the Masonic Lodge with PC Maintenance and Corresponding Resolution 17-044 [Squyres/Lakey]

10. Consideration of Approval of the Annual Sweeping and Snow Removal Contract for the COMPASS/VRT Building with PC Maintenance and Corresponding Resolution 17-045 [Squyres/Lakey]

Items 8-10 were presented together. Squyres reminded the board this is the vendor that maintains the MDC-related parking lots and these are agreements for FY18. A motion was made by Commissioner Bird and seconded by Commissioner Ritter to approve each of the contracts.

ALL AYES.

11. Consideration of Approval of Amendment One to the Civil Survey Task Order for the CDBG Sidewalk Design and Corresponding Resolution 17-046 [Squyres/Lakey]

Squyres reviewed the amendment with the board. The agreement needs to be amended to reflect the current agreement between the City of Meridian and MDC. A motion was made by Commissioner Bevan and seconded by Commissioner Bird to approve the task order amendment.

ALL AYES.

12. Consideration of Approval of Amending the Professional Services Agreement with AFPS, LLC and Corresponding Resolution 17-047 [Basalone]

Basalone stated that he wanted to begin the conversation by stating that neither Squyres or Counsel Lakey have requested what will be discussed in the next two items.

Basalone gave an overview of the Administrator's salary over the course of the past seven years. He discussed how the board intended to give Squyres a \$10k raise beginning in FY17 with the addition of the Ten Mile URD but her contract was not amended in order for her to access and this was an oversight of the leadership committee. The money has been in the budget for FY17 and is budgeted for FY18 which is why there is a need to amend the agreement. Commissioner Ritter asked if a salary study had been completed. Commissioner Basalone stated that other URA's function somewhat differently either through city staff or through a stand-alone agency with full-time staff. He asked Squyres what the previous Administrator was paid and she stated \$115k. Commissioner Mueller stated that given the workload and how much work that goes into salary studies, MDC would spend the amount of money being discussed. Commissioners Bird, Basalone, Mueller, and Vlassek provided accolades for the work Squyres has been able to accomplish. A motion was made by Commissioner Vlassek and seconded by Commissioner Bird to approve the amendment to the professional services agreement.

ALL AYES WITH THE EXCEPTION OF COMMISSIONER BEVAN WHO ABSTAINED AS ADMINISTRATOR SQUYRES IS CURRENTLY AN ACTIVE REFERENCE FOR HER ON A JOB APPLICATION AND COMMISSIONER RITTER WHO ABSTAINED WITH NO REASON GIVEN.

13. Consideration of Approval of Amending the Professional Services Agreement with Borton-Lakey Law and Policy and Corresponding Resolution 17-048 [Basalone]

Chairman Basalone gave an overview of Counsel Lakey's hourly rate over the course of the past seven years. He discussed that the leadership committee believes it is time to raise the rate for Counsel Lakey from \$145 to \$165 and would allow for a three percent raise per year moving forward. As there is only one year left in Counsel Lakey's contract, the committee is recommending moving forward with a new three year renewal of his contract that will begin in FY19. Board members were complimentary to the work that Counsel Lakey has produced. A motion was made by Commissioner Bird and seconded by Commissioner Ritter to amend the agreement.

ALL AYES.

DISCUSSION ITEMS

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

Squyres reviewed the downtown marketing material that was created for the new tenants in the Ten Mile district with the board.

15. Upcoming Committee Meetings [Squyres]

Squyres reviewed the upcoming committee meetings with the board.

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

No report.

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

Squyres provided an update to the board on the Auditorium District steering committee and the next steps.

18. Chairman's Report

No report.

19. Public Comment

City Council Member Ty Palmer chose to provide comment based upon one of Commissioner Bird's statements that City Council members should not be on the MDC board. Councilman Palmer disagrees and believes it is imperative to have elected officials on the board because it is taxpayer dollars.

20. Adjourn the Meeting [Basalone]:

At 5:32pm, a motion was made by Commissioner Bird and seconded by Commissioner Mueller to adjourn the meeting.

ALL AYES.

Dan Basalone, Chairman

MERIDIAN DEVELOPMENT CORPORATION

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

AUGUST 31, 2017

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**MERIDIAN DEVELOPMENT CORPORATION
TABLE OF CONTENTS
ELEVEN MONTHS ENDED AUGUST 31, 2017**

| | |
|---|-----------|
| ACCOUNTANTS' COMPILATION REPORT | 1 |
| FINANCIAL STATEMENTS | 3 |
| BALANCE SHEET – GOVERNMENTAL FUNDS | 3 |
| STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL | 4 |
| SUPPLEMENTARY INFORMATION | 5 |
| SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL | 6 |
| SCHEDULE II - MONTHLY AND YTD INCOME AND EXPENDITURES | 8 |
| SCHEDULE III - VENDOR PAYMENTS | 9 |
| FISCAL YEAR 2017 BUDGET – SUMMARY OF SIGNIFICANT ASSUMPTIONS | 10 |

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Meridian Development Corporation
Boise, Idaho

Management is responsible for the accompanying financial statements of Meridian Development Corporation, which comprise the balance sheet - governmental funds as of August 31, 2017, and the related statement of revenues, expenditures, and changes in fund balance - actual for the period from October 1, 2016 through August 31, 2017, for the general fund and ten mile district fund in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget for the year ending for the general fund and ten mile district fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

The forecasted budget results may not be achieved as there will usually be differences between the forecasted budget and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

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

Supplementary Information

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

We are not independent with respect to Meridian Development Corporation.

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

CliftonLarsonAllen LLP

Boise, Idaho
September 11, 2017

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

ASSETS

| | |
|---|----------------------------|
| Cash and Cash Equivalents, Unrestricted | \$ 1,527,879 |
| Other Receivable | 11,738 |
| Property Tax Receivable | 131,480 |
| Prepaid Expenses | <u>1,372</u> |
| Total Assets | <u><u>\$ 1,672,469</u></u> |

LIABILITIES AND FUND BALANCE

LIABILITIES

| | |
|------------------|------|
| Accounts Payable | \$ - |
|------------------|------|

DEFERRED INFLOWS

| | |
|--|----------------|
| Advanced Revenues - Property Taxes | <u>131,480</u> |
| Total Liabilities and Deferred Inflows | 131,480 |

FUND BALANCE

| | |
|--------------------|-------------------------|
| Nonspendable | 13,110 |
| Restricted | <u>1,527,879</u> |
| Total Fund Balance | <u><u>1,540,989</u></u> |

| | |
|---|----------------------------|
| Total Liabilities, Deferred Inflows, and Fund Balance | <u><u>\$ 1,672,469</u></u> |
|---|----------------------------|

MERIDIAN DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
ELEVEN MONTH PERIOD ENDED AUGUST 31, 2017
(SEE ACCOUNTANTS' COMPILATION REPORT)

| | Annual Budget | Year to Date Actual | Variance |
|---|-------------------------|----------------------------|------------------------------|
| REVENUE | | | |
| General Property Tax Revenue | \$ 883,000 | \$ 1,074,842 | \$ (191,842) |
| Interest Earnings | 2,000 | 5,719 | (3,719) |
| Grant Revenues | 42,500 | 11,738 | 30,762 |
| Other Revenue | 1,274 | 1,727 | (453) |
| Revolving Line of Credit | 100,000 | - | 100,000 |
| Total Revenue | <u>1,028,774</u> | <u>1,094,026</u> | <u>(65,252)</u> |
| EXPENDITURES | | | |
| Office and Operating Expense | 50,509 | 61,449 | (10,940) |
| Professional Services, Surveys, and Studies | 217,500 | 156,296 | 61,204 |
| Public Education and Marketing | 35,000 | 18,411 | 16,589 |
| Debt Service: | | | |
| Principal | 94,968 | 94,677 | 291 |
| Interest | 29,862 | 19,146 | 10,716 |
| Revolving Line of Credit | 100,000 | - | 100,000 |
| Capital Outlay | 1,309,580 | 119,135 | 1,190,445 |
| Total Expenditures | <u>1,837,419</u> | <u>469,114</u> | <u>1,368,305</u> |
| EXCESS OF REVENUE OVER (UNDER) | | | |
| EXPENDITURES | (808,645) | 624,912 | (1,433,557) |
| Fund Balance - Beginning | <u>879,285</u> | <u>916,077</u> | <u>(36,792)</u> |
| FUND BALANCE - ENDING | <u><u>\$ 70,640</u></u> | <u><u>\$ 1,540,989</u></u> | <u><u>\$ (1,470,349)</u></u> |

SUPPLEMENTARY INFORMATION

MERIDIAN DEVELOPMENT CORPORATION
SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL
ONE MONTH AND ELEVEN MONTH PERIODS ENDED AUGUST 31, 2017
(SEE ACCOUNTANTS' COMPILATION REPORT)

| | Total Original Budget | Current Month Actual | Current Year Actual | Total Original Budget Variance | Percent Total Original Budget Remaining | Prior Year Actual |
|---|--------------------------|-------------------------|------------------------|--------------------------------------|---|----------------------|
| OPERATING REVENUE | | | | | | |
| 703 N. Main Street Lease | \$ 12 | \$ - | \$ 1 | \$ 11 | 92% | \$ - |
| 713 N. Main Street Lease | 12 | - | - | 12 | 100% | - |
| Property Tax Revenue | 883,000 | 339,128 | 1,074,842 | (191,842) | -22% | 887,546 |
| Interest Earnings | 2,000 | 2,157 | 5,719 | (3,719) | -186% | 3,135 |
| Copier Cost-sharing with TVCC | 1,250 | - | 1,726 | (476) | -38% | 2,251 |
| Revolving Line of Credit | 100,000 | - | - | 100,000 | 100% | - |
| Grant Revenue | 42,500 | 9,350 | 11,738 | 30,762 | 72% | - |
| Compass/VRT Revenue | - | - | - | - | 0% | 2,635 |
| Beginning Fund Balance | 879,285 | - | - | 879,285 | 100% | - |
| TOTAL REVENUES AND AVAILABLE CASH | 1,908,059 | 350,635 | 1,094,026 | 814,033 | 43% | 895,567 |
| CONTRACTUAL OBLIGATIONS | | | | | | |
| <u>Professional Services</u> | | | | | | |
| Administrator Services - General Fund | 90,000 | 7,500 | 75,000 | 15,000 | 17% | 90,000 |
| Administrator Services - Ten Mile | 10,000 | - | - | 10,000 | 100% | - |
| Public Relations/Marketing - General Fund | 35,000 | 974 | 18,411 | 16,589 | 47% | 6,338 |
| Legal Services - General Fund | 50,000 | 2,014 | 36,340 | 13,660 | 27% | 23,964 |
| Legal Services - Ten Mile | 10,000 | - | 700 | 9,300 | 93% | 12,474 |
| Legislative Services - General Fund | 17,500 | - | 15,000 | 2,500 | 14% | 17,500 |
| Audit Services - General Fund | 15,000 | - | 14,000 | 1,000 | 7% | 13,600 |
| Accounting Services - General Fund | 23,000 | 940 | 15,256 | 7,744 | 34% | 25,694 |
| Accounting Services - Ten Mile | 2,000 | - | - | 2,000 | 100% | - |
| Total Professional Services | 252,500 | 11,428 | 174,707 | 77,793 | 31% | 189,570 |
| <u>Operational Expenses</u> | | | | | | |
| ICRMP - Insurance Premiums/Claims | 1,772 | 147 | 1,624 | 148 | 8% | 1,773 |
| Partnerships - Valley Regional Transit | 3,215 | - | 3,295 | (80) | -2% | 3,215 |
| Partnerships - City of Meridian, Concerts on Broadway | 10,000 | - | 10,000 | - | 0% | 10,000 |
| Irrigation Taxes | 150 | - | 155 | (5) | -3% | 146 |
| Legal Notices/Publications | 1,700 | 701 | 2,883 | (1,183) | -70% | 1,481 |
| Grounds Maintenance - 713 N Main | - | 42 | 555 | (555) | 0% | 462 |
| Grounds Maintenance - Compass/VRT | 4,000 | 69 | 9,341 | (5,341) | -134% | 3,666 |
| Grounds Maintenance - 703 N Main | - | - | 625 | (625) | 0% | 829 |
| Debt Service - Revolving Line of Credit | 100,000 | - | - | 100,000 | 100% | - |
| Debt Service - Principal Payments - WT | 94,968 | 8,773 | 94,677 | 291 | 0% | 99,145 |
| Debt Service - Interest Payments - WT | 29,862 | 1,529 | 19,146 | 10,716 | 36% | 25,687 |
| Debt Service - Copier Lease | 2,148 | (169) | 1,968 | 180 | 8% | 2,106 |
| Total Operational Expenses | 247,815 | 11,092 | 144,269 | 103,546 | 42% | 148,510 |
| <u>On Going Expenses</u> | | | | | | |
| Software Maintenance/License | 1,260 | 227 | 2,827 | (1,567) | -124% | 2,382 |
| Utilities - 713 N. Main | - | - | - | - | 0% | 1,066 |
| Building Maintenance 703 & 713 N Main | 5,000 | 304 | 2,880 | 2,120 | 42% | 10,924 |
| Parking Lot Maintenance 703 & 713 N Main | 1,350 | - | 9,490 | (8,140) | -603% | 1,413 |
| WIFI - 703 N Main | 2,064 | - | 1,933 | 131 | 6% | 1,605 |
| Electronics Expense - General Fund | 4,500 | 350 | 4,961 | (461) | -10% | 3,350 |
| Printing - 703 N. Main | 1,250 | - | 1,655 | (405) | -32% | 2,054 |
| Office Expense - General | 300 | - | 417 | (117) | -39% | 285 |
| Meeting Expense | 400 | 12 | 258 | 142 | 36% | 160 |
| Leadership Conference | 900 | 39 | 1,994 | (1,094) | -122% | 688 |
| Travel Expenses | 1,000 | - | - | 1,000 | 100% | 1,160 |
| Postage & Mailings | 200 | - | - | 200 | 100% | 62 |
| Bank Fees | 300 | 500 | 506 | (206) | -69% | 500 |
| Mason Parking | 1,350 | - | 2,448 | (1,098) | -81% | 1,406 |
| Total On Going Expenses | 19,874 | 1,432 | 29,369 | (9,495) | -48% | 27,055 |
| REVENUE LESS CONTRACTUAL OBLIGATIONS | 1,387,870 | 326,683 | 745,681 | 642,189 | 46% | 530,432 |
| | | | | Total Original | Percent Total | |

MERIDIAN DEVELOPMENT CORPORATION
SCHEDULE I - REVENUES AND EXPENDITURES BUDGET TO ACTUAL (CONTINUED)
ONE MONTH AND ELEVEN MONTH PERIODS ENDED AUGUST 31, 2017
(SEE ACCOUNTANTS' COMPILATION REPORT)

| | Total Original Budget | Current Month Actual | Current Year Actual | Total Original Budget Variance | Percent Total Original Budget Remaining | Prior Year Actual |
|--|--------------------------|-------------------------|------------------------|--------------------------------------|---|----------------------|
| DISCRETIONARY EXPENSES | | | | | | |
| <u>Operational Expenses</u> | | | | | | |
| Advertising/Promotional/Publications | \$ 1,000 | \$ - | \$ - | \$ 1,000 | 100% | \$ - |
| Training | 5,000 | - | - | 5,000 | 100% | 162 |
| Dues & Subscriptions | 1,650 | 560 | 1,634 | 16 | 1% | 1,390 |
| Total Operational Expenses | 7,650 | 560 | 1,634 | 6,016 | 79% | 1,552 |
| CAPITAL EXPENDITURES | | | | | | |
| Partnership w/ City Parks - Downtown Tree Replacement | 25,000 | - | - | 25,000 | 100% | 25,000 |
| Partnership w/ City Arts Commission - Utility Box Art | 5,000 | - | - | 5,000 | 100% | 5,127 |
| Partnership w/ West Ada School District - Walking Tour Transportation | 5,000 | - | 5,000 | - | 0% | - |
| Destination Downtown Banners | 5,000 | - | 5,640 | (640) | -13% | 2,322 |
| Special Projects | 225,785 | 9,850 | 14,723 | 211,062 | 93% | 106,963 |
| Main Street Lighting Phase II (Survey & Design) | 35,000 | - | 20,943 | 14,057 | 40% | - |
| Pine Avenue | 460,550 | - | - | 460,550 | 100% | - |
| Alleyway between 703 and 713 North Main Street | 2,500 | - | - | 2,500 | 100% | - |
| Nine-Mile Floodplain | 20,000 | 11,140 | 56,085 | (36,085) | -180% | - |
| Entrance Signs at Downtown Meridian | 180,000 | - | - | 180,000 | 100% | - |
| Downtown Kiosks | 9,245 | - | 6,125 | 3,120 | 34% | 6,587 |
| Directional Signage Plan Implementation | 50,000 | - | - | 50,000 | 100% | 4,585 |
| Partnership w/ City - Youth Farmer's Market | 5,000 | - | 5,000 | - | 0% | 5,000 |
| Window Replacement for 713 North Main Street | 11,000 | - | - | 11,000 | 100% | - |
| Tenant/Façade Improvements for 703 North Main Street | 25,000 | - | - | 25,000 | 100% | - |
| East 2.5 Street Improvements - Construction | 140,000 | - | - | 140,000 | 100% | - |
| Signage on Meridian and Cherry Lane | 20,000 | - | - | 20,000 | 100% | - |
| Old Town Street Sign Project | 4,500 | - | - | 4,500 | 100% | - |
| Unwired City Promotion | 2,000 | - | - | 2,000 | 100% | - |
| Creation of Downtown Video | 10,000 | 2,500 | 2,500 | 7,500 | 75% | - |
| Bike Map Printing | 5,000 | - | 3,119 | 1,881 | 38% | - |
| Bike Repair Shop | 4,000 | - | - | 4,000 | 100% | 3,995 |
| Façade Improvement Program | 60,000 | - | - | 60,000 | 100% | 29,766 |
| Idaho Avenue Lighter Quicker Cheaper Project | - | - | - | - | 0% | 11,717 |
| Main Street Island Banners and Flower Baskets | - | - | - | - | 0% | 15,000 |
| SCP - Multi Purpose Center Polling Costs | - | - | - | - | 0% | 16,200 |
| Total Capital Expenditures | 1,309,580 | 23,490 | 119,135 | 1,190,445 | 91% | 232,262 |
| FUND BALANCE RESERVE | 70,640 | - | - | 70,640 | 100% | - |
| TOTAL EXPENDITURES | 1,908,059 | 48,002 | 469,114 | 1,438,945 | 75% | 598,949 |
| NET EFFECT FUND BALANCE | \$ - | \$ 302,633 | \$ 624,912 | \$ (624,912) | 0% | \$ 296,618 |

MERIDIAN DEVELOPMENT CORPORATION
SCHEDULE II - MONTHLY AND YTD INCOME AND EXPENDITURES
MONTH ENDED AUGUST 31, 2017
(SEE ACCOUNTANTS' COMPILATION REPORT)

| | Oct 2016 | Nov 2016 | Dec 2016 | Jan 2017 | Feb 2017 | Mar 2017 | Apr 2017 | May 2017 | Jun 2017 | July 2017 | Aug 2017 | Sep 2017 | Total |
|--------------------------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|------------|----------|--------------|
| OPERATING REVENUE | | | | | | | | | | | | | |
| General Property Tax Revenue | \$ - | \$ 2,829 | \$ 3,424 | \$ - | \$ 678,902 | \$ 9,128 | \$ 13,955 | \$ 6,277 | \$ 21,199 | \$ - | \$ 339,128 | | \$ 1,074,842 |
| Copier Cost-sharing with TVCC | 89 | 89 | 85 | 105 | 384 | 261 | 298 | 416 | - | - | - | | 1,727 |
| Compass/VRT Revenue | - | - | - | - | - | - | - | - | - | - | - | | - |
| Interest Earnings | 59 | 733 | 404 | 50 | 172 | 210 | 1,519 | 194 | 140 | 81 | 2,157 | | 5,719 |
| Grant Revenue | - | - | - | - | - | - | - | - | - | 2,388 | 9,350 | | 11,738 |
| Total Operating Revenue | 148 | 3,651 | 3,913 | 155 | 679,458 | 9,599 | 15,772 | 6,887 | 21,339 | 2,469 | 350,635 | - | 1,094,026 |
| EXPENDITURES | | | | | | | | | | | | | |
| Office Expense | 191 | - | - | - | - | - | 226 | - | - | - | - | | 417 |
| Ground Maintenance | 306 | 176 | 221 | 4,691 | 2,440 | 1,514 | 527 | 112 | 111 | 312 | 111 | | 10,521 |
| Parking Lot Maintenance | - | - | - | 6,940 | 1,980 | 505 | 65 | - | - | - | - | | 9,490 |
| Partnerships - Broadway | - | - | - | - | - | 10,000 | - | - | - | - | - | | 10,000 |
| Software Maintenance/License | 117 | 747 | 117 | 327 | 117 | 222 | 222 | 387 | 222 | 122 | 227 | | 2,827 |
| Electronics Expense | 100 | 300 | 265 | 350 | 250 | 250 | 250 | 150 | 2,596 | 100 | 350 | | 4,961 |
| Legislative Services | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | - | - | - | - | - | | 15,000 |
| Audit & Accounting Services | - | 4,200 | 2,338 | 15,200 | 1,179 | 1,386 | 937 | 1,272 | 956 | 848 | 940 | | 29,256 |
| Administrator Services | - | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | | 75,000 |
| Contracted Legal Services | - | 7,106 | - | 8,685 | 2,632 | 3,669 | 2,090 | 3,444 | 5,664 | 1,736 | 2,014 | | 37,040 |
| Wifi - 703 N Main | 199 | - | 401 | 199 | 199 | 199 | 199 | 199 | 237 | 101 | - | | 1,933 |
| Postage and Mailings | - | - | - | - | - | - | - | - | - | - | - | | - |
| Meeting Expense | 15 | 71 | 12 | 12 | 12 | 52 | 12 | 36 | 24 | - | 12 | | 258 |
| Leadership Conference | - | - | - | - | - | 898 | - | 400 | 631 | 26 | 39 | | 1,994 |
| Travel Expenses | - | - | - | - | - | - | - | - | - | - | - | | - |
| Legal Notices/Publications | 612 | - | - | 68 | (89) | - | - | 167 | 1,424 | - | 701 | | 2,883 |
| Public Education/Marketing | - | 1,667 | 1,125 | 150 | - | - | 1,667 | - | 10,000 | 2,828 | 974 | | 18,411 |
| ICRMP-Insurance Prem/Claims | 148 | 148 | 147 | 148 | 148 | 147 | 148 | 147 | 148 | 148 | 147 | | 1,624 |
| Printing | - | - | - | - | 589 | 352 | 254 | 460 | - | - | - | | 1,655 |
| Dues and Subscriptions | - | 35 | 35 | 275 | - | - | - | 579 | 150 | - | 560 | | 1,634 |
| Bank Fees, Charges | - | - | - | - | - | 6 | - | - | - | - | 500 | | 506 |
| Principal Payments | 8,430 | 8,457 | 8,484 | 8,512 | 8,539 | 8,646 | 8,671 | 8,696 | 8,722 | 8,747 | 8,773 | | 94,677 |
| Interest Expense | 1,973 | 1,946 | 1,918 | 1,891 | 1,863 | 1,656 | 1,631 | 1,605 | 1,580 | 1,554 | 1,529 | | 19,146 |
| Debt Service - Copier Lease | 178 | 178 | 169 | 178 | 178 | 169 | 169 | 918 | - | - | (169) | | 1,968 |
| Valley Regional Transit | - | 3,295 | - | - | - | - | - | - | - | - | - | | 3,295 |
| Training | - | - | - | - | - | - | - | - | - | - | - | | - |
| Utilities | - | - | - | - | - | - | - | - | - | - | - | | - |
| Repairs and Maintenance | - | 342 | - | 259 | 311 | - | - | - | - | 1,664 | 304 | | 2,880 |
| Mason Parking Lot | 65 | - | - | 65 | 2,188 | - | 65 | - | - | 65 | - | | 2,448 |
| Irrigation and Taxes | - | - | 78 | - | - | - | - | - | 77 | - | - | | 155 |
| Bike Map Printing | - | 3,119 | - | - | - | - | - | - | - | - | - | | 3,119 |
| Youth Farmer's Market | - | - | - | - | 5,000 | - | - | - | - | - | - | | 5,000 |
| Façade Improvement | - | - | - | - | - | - | - | - | - | - | - | | - |
| Directional Signage | - | - | - | - | - | - | - | - | - | - | - | | - |
| Utility Box Art | - | - | - | - | - | - | - | - | - | - | - | | - |
| Entrance Signs | - | - | - | - | - | - | - | - | - | - | - | | - |
| East 2.5 Street Improvements | - | - | - | - | - | - | - | - | - | - | - | | - |
| Special Projects | 2,485 | - | - | - | - | - | - | - | - | 2,388 | 9,850 | | 14,723 |
| Destination Downtown Banner | - | - | - | - | - | 5,640 | - | - | - | - | - | | 5,640 |
| Pine Ave | - | - | - | - | - | - | - | - | - | - | - | | - |
| Main Street Lighting Phase | - | - | - | 2,845 | - | - | 4,613 | 8,205 | 5,280 | - | - | | 20,943 |
| Nine Mile Plain | - | - | - | 2,125 | 7,900 | 4,910 | 14,378 | 5,746 | 7,860 | 2,026 | 11,140 | | 56,085 |
| Walking Tour Transportation | 5,000 | - | - | - | - | - | - | - | - | - | - | | 5,000 |
| Creation of downtown video | - | - | - | - | - | - | - | - | - | - | 2,500 | | 2,500 |
| Downtown Kiosks | - | - | - | - | - | - | - | 6,125 | - | - | - | | 6,125 |
| Total Expenditures | 22,319 | 41,787 | 25,310 | 62,920 | 45,436 | 50,221 | 43,624 | 46,148 | 53,182 | 30,165 | 48,002 | - | 469,114 |
| Net Revenues Over Expenditures | \$ (22,171) | \$ (38,136) | \$ (21,397) | \$ (62,765) | \$ 634,022 | \$ (40,622) | \$ (27,852) | \$ (39,261) | \$ (31,843) | \$ (27,696) | \$ 302,633 | \$ - | \$ 624,912 |

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

| Doc # | Vendor Name | Effective Date | Amount | Description |
|-------|-----------------------------------|----------------|----------------------------|---|
| 4616 | AF Public Solution | 8/7/2017 | \$ 7,538.79 | Admin services & reimbursements |
| 4617 | Civil Survey | 8/7/2017 | 9,350.00 | CDBG sidewalks 7/1/17 thru 7/31/17 |
| 4618 | CliftonLarsonAllen | 8/7/2017 | 1,044.50 | Accounting services & Abila hosting fee |
| 4619 | Forsgren Associations | 8/7/2017 | 11,140.00 | Nine mile creek - task 2 fiscal analysis |
| 4620 | Idaho Press-Tribune | 8/7/2017 | 75.79 | Legal notice 2nd Qtr 7/28 |
| | Idaho Press-Tribune | 8/7/2017 | 78.79 | Legal noitce 7/28 |
| 4621 | Meridian Chamber of Commerce | 8/7/2017 | 12.00 | Economic development committee |
| 4622 | Provision Landscaping | 8/7/2017 | 42.33 | Landscape Maintenance 713 Main |
| | Provision Landscaping | 8/7/2017 | 69.58 | Landscape Maintenance Compass/VRT |
| 4623 | The Network Operations Co | 8/7/2017 | 150.00 | Unwired city monthly support |
| 4624 | Tribute Media Inc | 8/7/2017 | 100.00 | Monthly silver support and hosting |
| 4625 | Treasure Valley Childrens Theatre | 8/7/2017 | 500.00 | Partner sponsor - short play festival |
| 4626 | BizPrint Inc | 8/21/2017 | 973.92 | Presentation folder and insert sheets |
| 4627 | Borton-Lakey Law | 8/21/2017 | 95.80 | Contracted legal services |
| | Borton-Lakey Law | 8/21/2017 | 1,918.00 | Contracted legal services 6/26/17 - 7/24/17 |
| 4628 | Idaho Press-Tribune | 8/21/2017 | 201.14 | Legal notice, notice of 8/01, 8/08 |
| 4629 | Idaho Statesman | 8/21/2017 | 112.93 | Legal notice,notice of adoption of budget |
| | Idaho Statesman | 8/21/2017 | 232.41 | Legal notice, notice of public hearing |
| 4630 | Tribute Media Inc | 8/21/2017 | 100.00 | Monthly silver support and hosting |
| 4631 | Washington Trust Bank | 8/21/2017 | 10,301.48 | Loan payment - September |
| 4632 | YMC Inc | 8/21/2017 | 304.00 | Labor service T&M |
| 4633 | DaviesMoore | 8/21/2017 | 2,500.00 | Video 2017 |
| 4634 | Urban Land Institute | 8/21/2017 | 560.00 | Membership renewal invoice |
| | | | <u><u>\$ 47,401.46</u></u> | |

**MERIDIAN DEVELOPMENT CORPORATION
FISCAL YEAR 2017 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS
(SEE ACCOUNTANTS' COMPILATION REPORT)**

The Meridian Development Corporation (MDC) is a separate and distinct legal entity of the City of Meridian (City) created by state statute. The Directors for MDC are appointed by the Mayor and approved by the City Council. MDC provides urban renewal services for the citizens of the City. The Meridian Development Corporation prepares its budget on the modified accrual basis.

Revenues

Property Taxes

Property taxes are levied by Ada County. The levy is based on assessed valuations determined by the County Assessor. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by January or, if in equal installments, at the taxpayer's election, in January and July. The County Treasurer remits the taxes collected monthly to the District. The budget for property tax revenue is based on the prior year actual assessment.

Interest Earnings

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.10%.

Grants

Budgeted grant revenue is based on specific grants that the District has identified for application.

Expenditures

Administrative and Operating

The budget for administrative and operating expenditures is based on the costs incurred in the prior year, with specific increases and decreases applied based on discussions with the various underlying vendors.

Debt Service

The budget for principal and interest payments in fiscal year 2017 are provided based on the previous year debt amortization schedule.

Capital Outlay

The budget for capital outlay expenditures is based on specific projects identified within the District. These estimated costs are based on the costs associated with similar projects that have been completed in prior years or based on known costs for projects expected to be completed in the current fiscal budget.



MERIDIAN
development corp.
REVIVE • RENEW • REDEFINE

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


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

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

Notable Items from September 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: -going updates and coordination with Josh Evarts re: the 703 and 713 North Main Street Development Agreement modification. Ongoing conversations with Forsgren and Associates re: Nine Mile Floodplain. Coordination with ProBuild's real estate consultant to discuss the UPRR property and multiple meetings with ProBuild and conversations with UPRR. Coordination of a meeting with UPRR on-site in October. Coordination with Keller and Associates as to the cost-estimating of the project. On-going conversations with Shannon, tenant in the Murri's Electronics building, Calleen, owner of Paulie's, Ryan, owner of the Frontier Bar property, and meeting with Jen Cook, owner of that Cute Little Boutique regarding the Façade Improvement Program.
- Downtown Parking, Transportation, and Streetscape: On-going coordination with ACHD and the City on the estimated Pine Avenue costs. Authoring the cost-share agreement with ACHD for the Pine Avenue project. On-going coordination with Chris Pope, Meridian CDBG Administrator and Caleb Hood pertaining to the CDBG sidewalk improvement project. Coordination with Civil Survey Consultants on the design of the sidewalk improvements and met with the City, ACHD, Civil Survey, and Cole Valley School.

- Public Relations: On-going communications with DaviesMoore on the downtown video and working with the committee for feedback. On-going communications with Strategies 360 as to initiatives. 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.
- Ten Mile URD: On-going communications and coordination with Brighton Corporation. Worked with Strategies 360 on the creation of the marketing material for the new employees at Ten Mile.
- Downtown Meridian Business Association: Attendance at one [1] board meeting.
- Other Meetings/Communications: Attendance at one [1] Meridian Children's Museum board meetings. Meetings with board members Vlassek and McCarvel to review projects. Attendance at the Auditorium District Steering Committee and subsequent research. Attendance at the Meridian Chamber of Economic Excellence Breakfast. Coordination with the West Ada Foundation on the signature of the historical walking tour documents. Meeting with Supt. Randall at West Ada Foundation. Meeting with Josh Evarts and Strategies 360 on the Main and Broadway project. On-going communications with vendors on FY18 contract updates.

From: Carolyn Lodge Carolyn@daviesmoore.com 
Subject: 11316 MDC Revised Video Bid
Date: October 4, 2017 at 4:02 PM
To: Ashley Ford-Squyres meridiandevelopmentcorp@gmail.com
Cc: Carolyn Lodge Carolyn@daviesmoore.com

CL

Hi Ashley,

Attached, please find the revised video bids per our conversation earlier this week. When I spoke with the production team, they mentioned there are hard costs for crew and equipment that they weren't able reduced due to the fixed nature of the costs, but gave us a deal on edit time and reduced totals for location fees and props. I did leave some budget in for talent, but we have some wiggle room there if there is someone with MDC that can help with that coordination. We also reduced a full crew member to help with costs and cut down the vignettes to one camera and one location.

We can be flexible on payment terms and as we discussed, we can definitely spread these shoots out depending on what works for budget. Just let me know your preference and we can work out those terms.

After you have a chance to review, let me know if you think we're closer to the mark on this. I look forward to your feedback.

Thanks!

Carolyn

Carolyn Lodge
DaviesMoore | Partner, COO
805 W Idaho St Ste 300
Boise, ID 83702
208.472.7457
daviesmoore.com



CLIENT: Meridian Development Corporation
JOB #: 11316
DATE: 4-Oct-17

PROJECT: MDC Video - REVISED BID
DELIVERABLES: Production
EST. TIMELINE: October Dates TBD

DaviesMoore, hereafter referred to as the "agency," agrees to perform the following work for Meridian Development Corporation hereafter referred to as the "client," for due consideration as noted:

MERIDIAN DEVELOPMENT CORPORATION - BRANDING VIDEO

TOTAL

☐ **Good Morning Meridian**

1 full-day shoot - crew includes: producer, agency director, director of photography, art director, gaffer and grip.
RED Camera package plus drone camera and lighting.
Location scouting, pre-production, post production, audio, music and sound design.
Edit, client revisions, graphics, color correction and file delivery.
Includes location fees, props, wardrobe, etc. (TALENT TBD)
Blueprint props: 1x 18x24" White; 1x 18x24" Blue; 5x 18x24" B/w
Neon signage production & rental costs

TOTAL

\$ 25,937.60

COMMUNITY CHAMPIONS - VIGNETTES

☐ **Vignette Option B: 1 Camera, 1 Location**

1 full-day shoot with 1 location - crew includes: producer, agency director, director of photography, gaffer and grip.
1 camera - will require multiple takes for edit - location to be provided by MDC

Location scouting, pre-production, post production, audio, music and sound design.

Edit, client revisions, graphics, color correction and file delivery.

TOTAL

\$ 17,562.50

Additional design or review rounds, content or production requests can be added with a change order. File delivery is an estimate cost only and is subject to change per upload required.

Payment Terms: 50% deposit due to engage production. Remaining balance to be billed upon completion.

The agency takes full responsibility to act in the client's best interest recommending solutions that take into account both the client's ideas and the agency's knowledge of design and effective communication. Bids may vary plus or minus 10% based on the natural evolution of a project. Any variance greater than 10% will be pre-approved by the client via change order. In no event shall either party be liable for any indirect, incidental, reliance, special, punitive or consequential damages arising out of its performance or non-performance under this Bid/Agreement, whether such liability is asserted on the basis of contract, tort or otherwise and whether or not such party had been advised of the possibility of damages. All final files become the property of the client once payment has been received, however DaviesMoore retains full rights to client work for the sole purpose of agency promotion, unless otherwise specified and revoked in writing. Payment is accepted via check, wire transfer or credit card. A 3.5% fee and \$15 transaction fee will be added to all credit card transactions. Dormant Fees: If the project goes dormant, either due to lack of payment or responsiveness by client for 30 days, a dormancy fee of 20% must be paid in order to resume work. Dormant fees not to exceed \$1,250 per project. This Bid/Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, whether oral or written.

Client Signature & Printed Name

Agency Signature & Printed Name

10/4/2017

Page 1 of 1



CLIENT: Meridian Development Corporation
JOB #: 11316
DATE: 4-Oct-17

PROJECT: MDC Video - REVISED BID
DELIVERABLES: Production
EST. TIMELINE: October Dates TBD

DaviesMoore, hereafter referred to as the "agency," agrees to perform the following work for Meridian Development Corporation hereafter referred to as the "client," for due consideration as noted:

MERIDIAN DEVELOPMENT CORPORATION - BRANDING VIDEO

TOTAL

☐ **Good Morning Meridian**

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Client Signature & Printed Name

Agency Signature & Printed Name

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

Resolution No. 17-041

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

A RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, APPROVING THE 2017 TASK
ORDER TWO AGREEMENT (TO2) FOR VIDEO
PREPARATION SERVICES UNDER THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE MERIDIAN
DEVELOPMENT CORPORATION ("MDC") AND
MARKETING MEDIA GROUP, DBA DAVIES MOORE
("CONSULTANT"); AUTHORIZING THE EXECUTION OF
THE TASK ORDER AGREEMENT BY THE CHAIRMAN OR
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY
TECHNICAL CHANGES TO THE TASK ORDER
AGREEMENT; AUTHORIZING THE ADMINISTRATOR TO
TAKE ALL NECESSARY ACTION REQUIRED TO
IMPLEMENT THE TASK ORDER AGREEMENT; AND
PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, MDC and Davies Moore entered into a Professional Services Agreement dated June 28, 2017 for the Preparation of an MDC Video ("Agreement") and the Parties desire to amend the scope of work under the Agreement via the Task Order Agreement ("TO2") attached hereto as Exhibit A;

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the TO2 attached as Exhibit A and the execution of TO2 is in the best public interest.

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

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and ratifies the execution of the TO2 with CONSULTANT and finds that action to be in the best interest of the MDC.

Section 3: That TO2 be and the same hereby is approved pursuant to and under the terms of the Agreement between MDC and Consultant dated June 28th, 2017 and that the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign and enter into the TO2.

Section 4: That the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to sign all necessary documents required to implement the actions contemplated by the TO2 subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the TO2, and any necessary technical changes to the TO2, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the September 27, 2017 and October 11, 2017 MDC Board meetings.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 11, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this October 11, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

EXHIBIT A – TASK ORDER AGREEMENT



**TASK ORDER AGREEMENT 2
PURSUANT TO PROFESSIONAL SERVICES AGREEMENT
~ PREPARATION OF MDC VIDEO ~**

This is Task Order 2 for the preparation of a video for MDC (TO1) is executed pursuant and subject to the Professional Services Agreement for Preparation of an MDC Video between Marketing Media Group, LLC DBA Davies Moore (Consultant), and the Meridian Development Corporation (MDC) dated June 28th, 2017 (Agreement).

WHEREAS, MDC and Consultant entered into the Agreement for the preparation of an MDC Video and the Parties desire to clarify the scope of services to be performed via this task order.

WHEREAS, the Parties desire to execute this TO2 for the scope of services described herein;

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

1. The parties agree that Consultant will perform the Scope of Services for the fee noted in Exhibit A attached hereto and incorporated herein. This TO2 is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO2 shall be effective October 11, 2017.

MERIDIAN DEVELOPMENT CORPORATION

DAVIES MOORE

By: _____

By: _____

Printed Name: Dan Basalone

Printed Name: Carolyn Lodge

Title: Board Chair

Title: COO

Attest:

Nathan Mueller, Secretary

Exhibit A - Scope of Work



CLIENT: Meridian Development Corporation
JOB #: 11318
DATE: 4-Oct-17

PROJECT: MDC Video - REVISED BID
DELIVERABLES: Production
EST. TIMELINE: October Dates TBD

DaviesMoore, hereafter referred to as the "agency," agrees to perform the following work for Meridian Development Corporation hereafter referred to as the "client," for due consideration as noted:

MERIDIAN DEVELOPMENT CORPORATION - BRANDING VIDEO

TOTAL

☐ *Good Morning Meridian*

1 full-day shoot - crew includes: producer, agency director, director of photography, art director, gaffer and grip.
RED Camera package plus drone camera and lighting.
Location scouting, pre-production, post production, audio, music and sound design.
Edit, client revisions, graphics, color correction and file delivery.
Includes location fees, props, wardrobe, etc. (TALENT TBD)
Blueprint props: 1x 18x24" White; 1x 18x24" Blue; 5x 18x24" B/w
Neon signage production & rental costs

TOTAL

\$ 25,937.60

COMMUNITY CHAMPIONS - VIGNETTES

☐ *Vignette Option B: 1 Camera, 1 Location*

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\$ 17,562.50

Additional design or review rounds, content or production requests can be added with a change order. File delivery is an estimate cost only and is subject to change per upload required.

Payment Terms: 50% deposit due to engage production. Remaining balance to be billed upon completion.

The agency takes full responsibility to act in the client's best interest recommending solutions that take into account both the client's ideas and the agency's knowledge of design and effective communication. Bids may vary plus or minus 10% based on the natural evolution of a project. Any variance greater than 10% will be pre-approved by the client via change order. In no event shall either party be liable for any indirect, incidental, reliance, special, punitive or consequential damages arising out of its performance or non-performance under this Bid/Agreement, whether such liability is asserted on the basis of contract, tort or otherwise and whether or not such party had been advised of the possibility of damages. All final files become the property of the client once payment has been received, however DaviesMoore retains full rights to client work for the sole purpose of agency promotion, unless otherwise specified and revoked in writing. Payment is accepted via check, wire transfer or credit card. A 3.5% fee and \$.15 transaction fee will be added to all credit card transactions. Dormant Fees: If the project goes dormant, either due to lack of payment or responsiveness by client for 30 days, a dormancy fee of 20% must be paid in order to resume work. Dormant fees not to exceed \$1,250 per project. This Bid/Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, whether oral or written.

Client Signature & Printed Name

Agency Signature & Printed Name



September 25, 2017

To the Board of Commissioners
Meridian Development Corporation
Meridian, Idaho

This letter is provided in connection with our engagement to audit the financial statements of Meridian Development Corporation as of and for the year ended September 30, 2017. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

Our Responsibilities

As stated in our engagement letter dated September 30, 2017, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and in accordance with *Government Auditing Standards*, for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. Our audit is not designed to express an opinion or provide assurance on internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

We expect to begin our audit on approximately October 30, 2017.

This information is intended solely for the information and use of the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Eide Bailly LLP

Boise, Idaho



September 25, 2017

Board of Commissioners
c/o Ashley Squyres
Meridian Development Corporation
104 E Fairview Avenue #239
Meridian, Idaho 83642

The following represents our understanding of the services we will provide to Meridian Development Corporation.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Meridian Development Corporation, as of September 30, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise Meridian Development Corporation's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Meridian Development Corporation's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We may provide other nonattest services related to preparation of proposed adjusting journal entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With respect any other nonattest services we perform including preparation of proposed adjusting journal entries, Meridian Development Corporation's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Meridian Development Corporation's basic financial statements. Our report will be addressed to the governing body of Meridian Development Corporation. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Kevin Smith is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately October 30, 2017.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$14,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Meridian Development Corporation's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

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

Should our relationship terminate before our audit preparation procedures are completed and a report issued and, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the board of commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the cognizant agency and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant agency. The cognizant agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

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

DISPUTE RESOLUTION

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

Mediation

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

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

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

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

INDEMNITY

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

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

ASSIGNMENTS PROHIBITED

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

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Kevin Smith
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Meridian Development Corporation by:

Name: _____

Title: _____

Date: _____

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

Resolution No. 17-049

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE URBAN RENEWAL AGENCY OF MERIDIAN,
IDAHO, APPROVING THE ENGAGEMENT LETTER FOR
THE 2017 ANNUAL AUDIT PURSUANT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE MERIDIAN DEVELOPMENT CORPORATION AND
EIDE BAILLY FOR ANNUAL AUDITING SERVICES FOR
THE URBAN RENEWAL AGENCY; AUTHORIZING THE
EXECUTION OF THE ENGAGEMENT LETTER BY THE
CHAIRMAN OR VICE-CHAIRMAN AND SECRETARY;
AUTHORIZING ANY TECHNICAL CHANGES TO THE
ENGAGEMENT LETTER; AUTHORIZING THE
ADMINISTRATOR TO TAKE ALL NECESSARY ACTION
REQUIRED TO IMPLEMENT THE ENGAGEMENT
LETTER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Eide Bailly was selected previously pursuant to a request for proposal process to perform annual auditing services for MDC and performed the audit for MDC in previous fiscal years;

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

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the proposed Annual Audit Engagement Letter between MDC and Eide Bailly presented to the Board of Commissioners at the public meeting held on October 11, 2017;

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

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

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and approves the execution of the Engagement Letter with Eide Bailly to perform the 2017 Annual Audit as being in the best interest of the MDC.

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

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

Letter, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 11th, 2017 MDC Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 11th, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this October 11th, 2017

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

ProVision Landscape Service Agreement For 2018



Client/Name: unBound/Meridian Development
 Service Address: 713 N Main St, Meridian, ID
 Phone: 208-477-1632
 Email: meridiandevelopmentcorp@gmail.com

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

| Service | Quantity | Price | Total | X |
|--|--------------------------------|----------|-----------|---|
| Turf Fertilization | | | \$ - | |
| Turf Damaging Insect Control | | | \$ - | |
| Lawn Mow/Trim/Edge/Blow | | | \$ - | |
| Aeration | Please Call or Email for Quote | | \$ - | |
| Spring Cleanup (Remove fallen branches, leaves, trash) | 1 | \$75.00 | \$ 75.00 | |
| Fall Cleanup (Pick up leaves, needles, beds, trash) | 1 | \$ 75.00 | \$ 75.00 | |
| Tree/Shrub Insect Control | Please Call or Email for Quote | | \$ - | |
| | | | \$ - | |
| Pruning Shrubs and Low Hanging Tree Branches | 2 | \$230.00 | \$ 460.00 | |
| | | | \$ - | |
| Shrub/Planter Bed Pre-emergent | | | \$ - | |
| Shrub/Planter Bed Post-emergent (Round-up) | | | \$ - | |
| Sprinkler Startup and System Check | 1 | \$55.00 | \$ 55.00 | |
| Sprinkler Check and Adjust | 5 | \$45.00 | \$ 225.00 | |
| Sprinkler Winterization | 1 | \$ 55.00 | \$ 55.00 | |
| Sprinkler Repair | Time and Material | | \$ - | |
| Broadleaf Treatment | Please Call or Email for Quote | | \$ - | |
| Pest Control Service | Please Call or Email for Quote | | \$ - | |
| Snow/Ice Service | Please Call or Email for Quote | | \$ - | |
| Flower/Color Service | Please Call or Email for Quote | | \$ - | |

Total: \$ 945.00
 Monthly Payment: (Jan-Dec) \$78.75
 Full Prepayment with Discount: \$ 897.75

ProVision Landscape Agent: Signature: _____

Print: _____ Date: _____

Client Agent: Signature: _____

Print: _____ Date: _____

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

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

Resolution No. 17-050
AMENDMENT SERVICES AGREEMENT

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE URBAN RENEWAL AGENCY OF MERIDIAN,
IDAHO APPROVING THE AMENDMENT AND EXTENSION
OF THE SERVICES AGREEMENT ("AGREEMENT
AMENDMENT") BETWEEN THE MERIDIAN
DEVELOPMENT CORPORATION AND PROVISION
LANDSCAPE INC. ("CONSULTANT") FOR LANDSCAPE
AND MAINTENANCE SERVICES FOR THE URBAN
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY
TECHNICAL CHANGES TO THE AGREEMENT
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO
TAKE ALL NECESSARY ACTION REQUIRED TO
IMPLEMENT THE AGREEMENT AMENDMENT; AND
PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Consultant has been performing services for MDC and has performed well and fulfilled the requirements of the previous agreements;

WHEREAS, the MDC desires to continue to work with Consultant and Consultant desires to work with MDC on the property located at 713 N. Main St., Meridian;

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

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant in the form as attached hereto as *Exhibit A*,

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

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

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and authorizes the execution of the Agreement Amendment with Consultant for landscape and maintenance services through September 30, 2018 on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 11, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on October 11, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

Exhibit A

ProVision Landscape Service Agreement For 2018



Client/Name: Valley Transit/Meridian Development
 Service Address: 700 NE 2nd St, Meridian, ID
 Phone: 208-477-1632
 Email: meridiandevelopmentcorp@gmail.com

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

| Service | Quantity | Price | Total | X |
|--|--------------------------------|-----------|-----------|------|
| Turf Fertilization | | | \$ - | |
| Turf Damaging Insect Control | | | \$ - | |
| Lawn Mow/Trim/Edge/Blow | | | \$ - | |
| Aeration | Please Call or Email for Quote | | \$ - | |
| Spring Cleanup (Remove fallen branches, leaves, trash) | 1 | \$150.00 | \$ 150.00 | |
| Fall Cleanup (Pick up leaves, needles, beds, trash) | 1 | \$ 150.00 | \$ 150.00 | |
| Tree/Shrub Insect Control | 1 | \$ 120.00 | \$ 120.00 | |
| | | | \$ - | |
| Pruning (Shrubs and Low hanging tree branches) | 2 | \$375.00 | \$ 750.00 | |
| | | | \$ - | |
| Shrub/Planter Bed Pre-emergent | 1 | \$ 130.00 | \$ 130.00 | |
| Shrub/Planter Bed Weed Control (Round-up/Hand pulling/Litter pickup) | 12 | \$68.00 | \$ 816.00 | |
| Sprinkler Startup and System Check | 1 | \$55.00 | \$ 55.00 | |
| Sprinkler Check and Adjust | 5 | \$50.00 | \$ 250.00 | |
| Sprinkler Winterization | 1 | \$ 55.00 | \$ 55.00 | |
| Sprinkler Repair | Time and Material | | \$ - | \$ - |
| Broadleaf Treatment | Please Call or Email for Quote | | \$ - | \$ - |
| Pest Control Service | Please Call or Email for Quote | | \$ - | \$ - |
| Snow/Ice Service | Please Call or Email for Quote | | \$ - | \$ - |
| Flower/Color Service | Please Call or Email for Quote | | \$ - | \$ - |

Total: \$ 2,476.00
 Monthly Payment: (Jan-Dec) \$206.33
 Full Prepayment with Discount: \$ 2,352.20

ProVision Landscape Agent: Signature: _____

Print: _____ Date: _____

Client Agent: Signature: _____

Print: _____ Date: _____

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

Jesse Peterson C-208-794-2152 O-208.888.5497 Fax 208.888.9352 Email Jesse@PVLIdaho.com

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

Resolution No. 17-051
AMENDMENT SERVICES AGREEMENT

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE URBAN RENEWAL AGENCY OF MERIDIAN,
IDAHO APPROVING THE AMENDMENT AND EXTENSION
OF THE SERVICES AGREEMENT ("AGREEMENT
AMENDMENT") BETWEEN THE MERIDIAN
DEVELOPMENT CORPORATION AND PROVISION
LANDSCAPE INC. ("CONSULTANT") FOR LANDSCAPE
AND MAINTENANCE SERVICES FOR THE URBAN
RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF
THE AGREEMENT AMENDMENT BY THE CHAIRMAN OR
VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY
TECHNICAL CHANGES TO THE AGREEMENT
AMENDMENT; AUTHORIZING THE ADMINISTRATOR TO
TAKE ALL NECESSARY ACTION REQUIRED TO
IMPLEMENT THE AGREEMENT AMENDMENT; AND
PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, Consultant has been performing services for MDC and has performed well and fulfilled the requirements of the previous agreements;

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

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

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to enter into the Agreement Amendment with Consultant in the form as attached hereto as *Exhibit A*,

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

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

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and authorizes the execution of the Agreement Amendment with Consultant for landscape and maintenance services through September 30, 2018 on the terms and conditions set forth in the Agreement Amendment attached hereto as Exhibit A, and that this Agreement Amendment has been determined to be in the best interest of the MDC.

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

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, a/k/a the Meridian Development Corporation, on October 11, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on October 11, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

Exhibit A



MERIDIAN
development corp.
REVIVE • RENEW • REDEFINE

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

UPCOMING MDC COMMITTEE AND OTHER MEETINGS

October 13, 2017:

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

October 16, 2017:

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

October 17, 2017:

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

October 18, 2017:

Who: Property Committee Meeting
When: 2:30-4pm
Where: City Hall, City Council Conference Room

October 18, 2017:

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

***NOTE: THE OCTOBER 25TH BOARD MEETING WILL BE HELD IN THE CITY COUNCIL CONFERENCE ROOM**

unBound – September 2017

To: Gretchen Caserotti, Library Director

From: Nick Grove, Tech Library Supervisor

Date: 6 October 2017

By the numbers:

- In September we had 1059 visits with a daily average of 42. (*See Appendix A*)
- We answered 894 reference questions in September. (*See Appendix A*)
- Social media stats: Facebook likes - 769, Twitter followers - 297, Instagram - 283



Equipment:

- The 3D printers are needing some maintenance and a few upgrades after being heavily used this summer. We are working on getting all of the machines back to printing as close to 24/7 as possible and will be working on establishing a regularly scheduled maintenance program.
- The company who we were working with to get a laser cutter/engraver were not able to follow through on delivery before the end of the month so we will now be exploring other options moving forward.

Programs:

- We ran a 4-part series of classes plus a podcast workshop during the 4th week of September for what we called unBound Business Week. The classes focused on various aspects of supporting business and received a grant from the Friends of the Library that allowed us to have catered food from downtown Meridian businesses. The events brought in 64 people and we were able to help promote Meridian Business Day which is a free event hosted by the Meridian Chamber of Commerce each year to support area businesses.
- Our volunteer who teaches a CNC class each month had another good class where they were able to start working on some small wood projects together.
- We hosted a blogging workshop at the end of the month with a local blogger presenting. Although nobody was able to make it in person to the event we did have 12 people follow along live on Facebook and the video now has well over 300 views.
- We were invited to have a table at the Meridian Block Party held at Kleiner Park. The event gave us a chance to highlight some of the services unBound offers to hundreds of people, many of whom had not heard of us yet.

Anecdotes:

- A story shared with Megan from a patron: A teacher from Gateway said her 12 year old son had to do Summer School this year, and she had to drop him off at Meridian Middle every day and he would walk to the library afterward. She said he completely fell in the love with the library, and she was so happy for him to have a safe place to go. One day, he told her he was going to unBound (part of the library) but she had no idea it wasn't

located by Cherry Lane. She felt panicked when she realized he had gone somewhere else, but she said when she got to unBound that staff were so kind to her son that she felt instantly relieved when she got there, and he totally fell in love with the place.

- Another shared comment, this one from a member of the Idaho Virtual Reality Council: Alex has not only been great to work with, but that they are completely wowing people with unBound when they find out they can access VR for free. She said she thinks it is really changing the way people think about libraries.
- One of our regular patrons who started coming in earlier this year to 3D print recently took part in a CNC class we had at unBound. After learning how to use the machine he started working on some projects, one of which he finished and entered into the Western Idaho Fair. His entry was a replica of a machine from a classic Sci-Fi movie and won him a first place prize.



Appendix A:

Door Count

| SEPTEMBER 2017 | S | M | T | W | Th | F | S | Weekly Stats |
|-----------------------|----------|----------|----------|----------|----------------|-----------|--------------|---------------------|
| Week 1 (Sep. 1-2) | Closed | X | X | X | X | 22 | 79 | 101 |
| Week 2 (Sep. 3-9) | Closed | X | 48 | 49 | 32 | 60 | 60 | 249 |
| Week 3 (Sep. 10-16) | Closed | 53 | 40 | 39 | 57 | 33 | 33 | 255 |
| Week 4 (Sep. 17-23) | Closed | 42 | 64 | 37 | 34 | 27 | 28 | 232 |
| Week 5 (Sep. 24-30) | Closed | 36 | 53 | 48 | 27 | 33 | 25 | 222 |
| Monthly Stats | | | | | Average | 42 | Total | 1059 |

Reference Questions

| SEPTEMBER 2017 | S | M | T | W | Th | F | S | Weekly Stats |
|-----------------------|----------|----------|----------|----------|----------------|-----------|--------------|---------------------|
| Week 1 (Sep. 1-2) | Closed | X | X | X | X | 26 | 78 | 104 |
| Week 2 (Sep. 3-9) | Closed | X | 59 | 61 | 33 | 42 | 32 | 227 |
| Week 3 (Sep. 10-16) | Closed | 36 | 39 | 24 | 41 | 10 | 21 | 171 |
| Week 4 (Sep. 17-23) | Closed | 50 | 23 | 59 | 34 | 20 | 15 | 201 |
| Week 5 (Sep. 24-30) | Closed | 56 | 38 | 31 | 29 | 10 | 27 | 191 |
| Monthly Stats | | | | | Average | 36 | Total | 894 |