

**MEMORANDUM OF AGREEMENT
COST SHARING FOR URBAN RENEWAL DISTRICT CREATION**

This MEMORANDUM OF AGREEMENT FOR COST SHARING FOR URBAN RENEWAL DISTRICT CREATIUON COSTS ("Agreement") is made this 31st day of March 2021 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Meridian Development Corporation, an urban renewal agency organized under the laws of the State of Idaho ("MDC").

WHEREAS, MDC and the City mutually desire to consider the creation of two new urban renewal districts and de-annexation of the city hall parking lot from the current downtown district and annexation thereof into the Union District as noted in Exhibit A attached hereto and incorporated herein;

WHEREAS, the parties desire to share in the costs the consultants needed to prepare the analysis and documents necessary to consider the creation of the new urban renewal districts and de-annexation from the existing district and annexation into the Union District;

WHEREAS, MDC is willing to enter into the contracts for the consultants necessary to complete the all of the work and the city is willing to reimburse MDC for the expenses paid by MDC for said consultants related to the creation of the new Ten Mile to Linder district and the de-annexation of the city hall parking lot from the current downtown district and annexation thereof into the Union District. The agreements with said consultants are attached hereto as Exhibit A.

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

I. CITY'S RESPONSIBILITIES.

- A. Reimburse MDC.** Between March 31, 2021 and January 31, 2022, City agrees to reimburse MDC for the invoices paid by MDC for the services provided by the consultants identified in Exhibit A for the creation of the new Ten Mile to Linder district and the de-annexation from the current downtown district and annexation of the city hall parking lot into the Union District. City to pay invoices from MDC for reimbursement within thirty (30) days of the date of said invoice.

II. MDC's RESPONSIBILITIES.

- A. Contracting Party.** MDC will be the contracting party with the consultants identified in Exhibit A (Consultants) and MDC shall be responsible for payment to the Consultants. MDC will invoice the City for the amounts billed under the agreements with Consultants and paid by MDC for those portions of the work for which the city is responsible to reimburse MDC. MDC will attach a copy of the applicable billings from Consultants with each invoice.

III. GENERAL TERMS.

- A. **Term.** This Agreement begins March 31, 2021 and shall remain in effect through January 31, 2022.
- B. **Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City: City of Meridian
City Attorney's Office
33 E. Broadway Avenue
Meridian ID 83642

MDC: Meridian Development Corporation
Ashley Squyres, Administrator
104 East Fairview Avenue #239
Meridian ID 83642

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

- C. **Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. **Termination.** Either party may terminate this Agreement for default by providing thirty (30) days written notice of termination and default to the other party. If the defaulting party cures said default within said thirty (30) day period then said party will not be deemed to be default of this Agreement.
- E. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- F. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.
- G. **Appropriation.** Notwithstanding anything in this Agreement to the contrary, the party's obligations under this Agreement shall be subject to and dependent upon appropriations being made by their respective governing boards for such purpose. If a party fails to appropriate the funds applicable to this Agreement the Agreement will be deemed terminated.

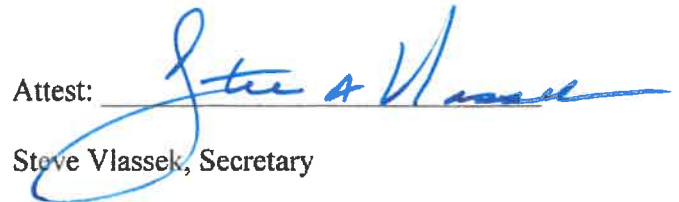
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to effective on the date first noted above.

MERIDIAN DEVELOPMENT CORPORATION:

A handwritten signature in blue ink, appearing to read "Dave Winder", written over a horizontal line.

Dave Winder Chairman

Attest:

A handwritten signature in blue ink, appearing to read "Steve Vlassek", written over a horizontal line.

Steve Vlassek, Secretary

CITY OF MERIDIAN:

Robert Simison, Mayor

Attest:

Chris Johnson, City Clerk

Exhibit A

MEGHAN SULLIVAN CONRAD
RYAN P. ARMBRUSTER

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844
E-mail: msc@elamburke.com
rpa@elamburke.com

March 22, 2021

Meridian Development Corporation
c/o Ashley Squyres
meridiandevelopmentcorp@gmail.com

Re: Employment of Elam & Burke

Dear Ashley:

Thank you for considering Elam & Burke, P.A. ("Firm") to assist The Urban Renewal Agency for the City of Meridian, also known as Meridian Development Corporation ("MDC"), on certain limited legal matters relating to deannexing certain parcels from and amendment of the Meridian Revitalization Plan Urban Renewal Project ("Second Deannexation to the Downtown Plan") and preparation of a plan amendment to expand the Union District Project Area (the "Union District Amendment"), and the preparation of one or more new urban renewal/revenue allocation areas, and adoption of one or more urban renewal plans within the city of Meridian (the "City") (the "New Plans"). The purpose of this letter is to confirm our agreement with you about what services are to be performed in connection with the preparation and approval of the Second Deannexation to the Downtown Plan, the Union District Amendment, and the New Plans for the Project Areas.

The Firm is engaged to facilitate the preparation of the Second Deannexation to the Downtown Plan, the Union District Amendment, and the New Plans, which includes preparation of a number of documents set forth below:

For the Second Deannexation to the Downtown Plan

- Second Deannexation to the Downtown Plan approval timeline
- Second Deannexation to the Downtown Plan, including an updated financial feasibility study as may be necessary (updated study to be prepared by consultant but reviewed by counsel)
- Follow up with MDC counsel concerning lender/developer consents
- MDC resolution approving the Second Deannexation to the Downtown Plan
- Correspondence to the City formally submitting the Second Deannexation to the Downtown Plan for approval
- Public hearing publication notice
- Review Planning and Zoning findings of conformity

- Correspondence to taxing entities concerning the proposed Second Deannexation to the Downtown Plan and public hearing notice
- City Council ordinance approving the Second Deannexation to the Downtown Plan
- Post-ordinance adoption letters to state tax commission, county officials, and others regarding filing and recordation of documents
- Post-ordinance adoption letters to the taxing entities
- Coordination with City Attorney

For the Union District Amendment and the New Plans

- Union District Amendment and New Plans approval timelines
- MDC resolution approving each eligibility report for the Union District Amendment and the New Plans
- City Council resolution approving each eligibility report and authorizing preparation of the Union District Amendment and the New Plans
- Preparation of the Union District Amendment and the New Plans
- MDC resolution approving the Union District Amendment and each New Plan
- Correspondence to the City formally submitting the Union District Amendment and each New Plan for approval
- Public hearing publication notice
- Review Planning and Zoning findings of conformity
- Correspondence to taxing entities concerning the proposed Union District Amendment and each New Plan and project area/expansion area and public hearing notice
- Coordinate with MDC Attorney and City Attorney regarding agreement with the Ada County Highway District for the expansions area in the Union District Amendment and for the New Plans regarding Idaho Code Section 50-2908(2)(a)(iv)
- City Council ordinance approving the Union District Amendment and each New Plan
- Post-ordinance adoption letters to state tax commission, county officials, and others regarding filing and recordation of documents
- Post-ordinance adoption letters to the taxing entities
- Coordination with City Attorney

The Second Deannexation to the Downtown Plan accomplishing the deannexation of parcels from the existing 2002 Project Area will have to be **fully completed** on or before the fourth Monday in July. As always, potential legislation is a concern. To that end, the proposed timeline for the Second Deannexation to the Downtown Plan contemplates completion prior to July 26, 2021. It is possible, the Union District Amendment and the New Plans timeline could slip to December 31, 2021, and would have a January 1, 2021, base year. For this timeline to hold, there will need to be significant coordination by and between City and MDC staff. It is possible, the timeline for the Union District Amendment and New Plans could slip to the first

quarter of 2022. For the Second Deannexation to the Downtown Plan, the Union District Amendment, and the New Plans, many of the documents will need to be reviewed and approved by counsel for MDC and the City Attorney.

We understand one (1) New Plan and the Second Deannexation to the Downtown Plan and Union District Amendment will be spearheaded by MDC, while one (1) New Plan will be primarily directed by the City. The engagement for the Second Deannexation to the Downtown Plan, the Union District Amendment, and the New Plans will be with MDC as MDC will implement the plans/project areas. We will coordinate with you on identification of critical team members on any communications. We understand there may be a memorandum of understanding by and between MDC and the City related to the planning efforts.

The above scope of work does not include preparation of the eligibility reports; however, it does include review and comment on the eligibility reports prepared by an independent, third-party consultant prior to approval. Typically, the independent consultant would also be able to prepare the necessary attachments to the plans/plan amendment referred to as the economic feasibility study, which includes a review of the proposed project costs, anticipated revenue projections, and a conclusion that any proposed project or scope of work is financially feasible. We would assist the consultant in the preparation of the economic feasibility study and review the study's content but would not be responsible for the preparation of the data or the analysis of the data. For this scope of work, it is contemplated we would engage as subconsultants Kushlan Associates to assist in the preparation of the reports, studies, and other documents listed above. While those subconsultants will be engaged by Elam and Burke, the subconsultants will invoice MDC directly.

Additionally, the above scope of work does not include retention of a surveyor or engineer to prepare the necessary maps and legal descriptions. This will be a critical step in proceeding with the Second Deannexation to the Downtown Plan.

As noted above, we recognize there will need to be close coordination with MDC and the City as to the scope of respective responsibility. Based upon the above scope of work, our experience has been the amount of legal services incurred totals an estimated \$25,000 for each new urban renewal plan and \$20,000 for each of the Second Deannexation to the Downtown Plan and the Union District Amendment, plus up to \$20,000-\$30,000 for the consultant to review the areas for eligibility, prepare the eligibility report, and prepare the necessary financial attachments to each new plan and/or plan amendment. These estimates are dependent on a straightforward proposed project and plan/plan amendment. Complex uses and opposition from other taxing entities and the public could substantially increase those estimates.

For the scope of services to be provided, the Firm charges \$250 per hour for shareholders and of counsel, \$200 per hour for associates, and \$100 per hour for paralegal time. I will serve as the primary contact on any engagement.

Please understand we will bill you for all attorney and/or paralegal time expended on the legal work we do for you. This will include, among other things, time spent in appointments,

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meetings, telephone calls, consulting with others, and attending Meridian City Council and/or MDC Board meetings.

While we do not need to be physically present at all meetings related to the eligibility report approval process and/or the plan and/or plan approval process, there are specific points in the process where personal attendance is strongly recommended, such as any work sessions between MDC and City, work sessions/meetings with Ada County, MDC approval of the eligibility report and the plans/plan amendment, and City Council approval of the eligibility report and plans/plan amendment. Otherwise, we may be able to be present telephonically and/or virtually at meetings depending on the will of the Board.

Due to our relationship, the Firm will not seek a retainer on these matters. We will charge fees for services at our standard hourly rates and as noted above. Our fees are based on the amount of time required at various levels of responsibility, plus costs and expenses. Fees and costs will be billed monthly and are payable upon presentation of our invoices. If fees and costs are not paid within thirty (30) days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by you.

The estimated total attorney fee cost for legal work is an estimate only. The ultimate cost of work to the client is determined by many factors that cannot be predicted.

In order to facilitate the approval process, reduce the overall cost, and provide the most efficient method for the approval of the New Plans, the Second Deannexation to the Downtown Plan, and the Union District Amendment, several activities would need to be accomplished by MDC resources or City officials:

1. Distribution and publication of the required notices and other documents which must be provided under state law.
2. Filing and recording of the required documents with the taxing entities, the County Assessor, County Recorder, and Tax Commission.
3. Input and assistance from the City and others on the desired or required public improvements and facilities and cooperation from property owners or others on potential new development within the proposed new and/or amended project area.

We understand the New Plans and the Union District Amendment Project Areas are anticipated to have a 2021 base year. After receiving additional information from MDC, we can provide potential timelines for the for the new plans and the proposed plan amendments.

Please call if you have any questions about anything contained in this letter. We appreciate the opportunity to work with MDC on this assignment, and we want our relationship with you to be a good one. If this proposal meets with your approval, please so indicate by your execution of a copy of this letter and return of the same to our attention. Please retain a signed copy for your records.

Conflicts of Interest

Notice of potential conflicts of interest.

Before accepting any new business, the Idaho Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing MDC in connection with preparation and approval of the New Plans, the Second Deannexation to the Downtown Plan and/or the Union District Amendment. We have completed a conflicts of interest check within our Firm and advise you the Firm previously represented Galena Opportunity Fund ("Developer") as local counsel to the Developer related to the First Amendment to the Meridian Revitalization Plan Urban Renewal Project (the "First Amendment") and the Urban Renewal Plan for the Union District Urban Renewal Project (the "Union District Project"). In addition, the Firm currently represents Mirazim Shakoori ("Shakoori") also known as Treasure Valley Investments, LLC, an owner of property located in the Meridian Ten Mile Urban Renewal District (the "Ten Mile Project") concerning property disposition and property development. The relationship between MDC and Developer and MDC and Shakoori may create a technical adversity between the parties and as described in the Rules presents a concurrent conflict of interest for the Firm in its representation of MDC.

Under the ethical rules applicable to our profession, it would be a conflict of interest for the Firm to simultaneously represent one client (you) in a matter that is adverse to another client (Developer and Shakoori) even if the matters involving our representation of the other client and you are wholly unrelated and if different lawyers do the work. Additionally, it would be a conflict of interest if there is a significant risk that the representation of MDC would be materially limited by the Firm's responsibilities to Developer and Shakoori. Under the ethical rules, the Firm believes the conflict that exists here can be waived if all clients involved give their informed written consent after consultation.

Accordingly, we are asking that you, as part of this engagement agreement, agree that you will waive any conflict with respect to the Firm's representation of Developer and Shakoori in its current and future matters that it may bring to the Firm, so long as the representation of you by the Firm will not serve as grounds to move for any disqualification of the Firm in its representations of Developer and Shakoori in its matters. We have requested similar agreements from Developer and Shakoori.

While the representation of Developer and Shakoori are not directly adverse to MDC, it is important to recognize the relationship between Developer and MDC and Shakoori and MDC, and the potential for conflict. Developer worked with MDC on the First Amendment to subsequently create the Union District Project. The Firm did not represent Developer in negotiating any agreement with MDC concerning the reimbursement to Developer for the cost of certain eligible expenditures from revenues allocated to MDC from the increment generated by the improvements within the Union District Project. Shakoori has conveyed certain property to SCS Brighton LLC ("Brighton") for redevelopment in the Ten Mile project area. The conveyance included property which provided needed access and improvement. The agreement

with Brighton included consideration for the value of the property conveyed by Shakoori. Shakoori may seek additional opportunities to partner with MDC on certain projects within the Ten Mile District in the future.

The Rules require that we advise you of the risks of your granting the waiver. The first is that the Firm may be less vigilant and effective in representing MDC because of the allegiance that it owes to Developer and Shakoori. We do not believe that this risk is significant because of the dissimilarities in the representations and the mutual interests of MDC and Developer and MDC and Shakoori. The second risk is that the Firm has an equal duty of loyalty to each client, and each client has the right to be informed of anything bearing on the representation that might affect that client's interest and the right to expect that the lawyer will use that information to that client's benefit. As a result, information may be shared, and should MDC decide that some matter material to the representation should be kept from Developer and Shakoori, then the Firm will be required to withdraw its representation. To the extent certain information should be kept confidential, both Developer and MDC and Shakoori and MDC would be required to agree and consent on the scope of any confidentiality. Finally, due to the relationship between the entities, it must be assumed if litigation occurs between Developer and MDC and Shakoori and MDC, the attorney-client privilege will not protect communications with counsel from disclosure. Because of the importance of sharing information to assess any potential concern, you and the Firm agree to keep each other informed of current circumstances.

There is no claim or lawsuit currently pending between MDC and Developer or MDC and Shakoori. Should a claim or issue arise by and between MDC and Developer and MDC and Shakoori, the Firm would not be able to represent the interests of either MDC or Developer or Shakoori and would withdraw its representation.

Any other future conflict between MDC and Developer and MDC and Shakoori is difficult to predict. The Firm understands advance consent of future conflicts is dependent on the particular circumstances. The Firm will advise you of circumstances that may be perceived as a potential conflict and request your specific consent in those circumstances.

Based on the foregoing, under Rule 1.7(b) of the Idaho Rules of Professional Conduct: (a) the Firm reasonably believes that it will be able to diligently represent its clients; (b) the proposed representation is not prohibited by law; (c) the representation as proposed will not involve assertions of claims by one client against the other represented by the Firm in the same matters; and (d) each affected client has, or will, provide informed consent in writing.

Waiver

A waiver of a conflict of interest implicates legal issues for you, including issues as to the nature and scope of the waivers and their potential significance for you. The Firm is not disinterested as to such issues and, therefore, cannot advise you on them. Should you have questions, we recommend you seek advice of your general counsel on this matter. Pursuant to such consultation and the matters discussed herein, we will treat your acceptance of this letter as informed consent to our current conflict of interest with Developer and Shakoori.

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Approval

If the foregoing terms of this engagement are acceptable to you, please obtain the required and applicable approval and return a signed copy of the enclosed letter, retaining an original for your files.

We are pleased to have the opportunity to serve as your counsel on these limited scopes of representation and look forward to a mutually satisfactory and beneficial relationship. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

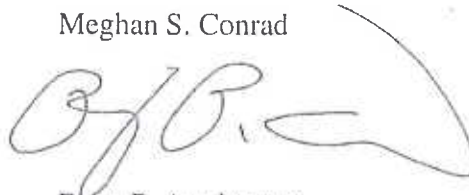
Sincerely,

ELAM & BURKE

A Professional Association

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Meghan S. Conrad

A handwritten signature in dark ink, appearing to read "Ryan P. Armbruster".

Ryan P. Armbruster

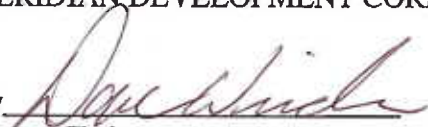
MSC/ksk

March 22, 2021
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Accepted and Approved:

MERIDIAN DEVELOPMENT CORPORATION

By


Chairman

4/2/2021
Dated

4823-6065-8401, v. 3

General Scope of Work	Legal	Consultant – Phil Kushlan \$200/hr.	Complicating Factors
Plan Amendment to Deannex Parcels from the Downtown Project Area - Sub Area 1: Parcels in/around the Northern Gateway Area - Sub Area 2: City Hall Parking Lot Parcel	Timeline; Preparation of the Plan Amendment; Process is the same as a new plan Estimate for scope of work \$10,000-\$15,000	Preparation of Economic Impact Analysis - Review impact removal of parcels has on the Downtown District - Consider impact on any outstanding obligations (MOUs, bonds, etc.) <i>-this would require sign-off by MDC Counsel</i> Estimate for scope of work \$10,000 (there are quite a few parcels subject to the analysis; could be less depending on data to be provided by Ada County)	- Timing; will likely need to be completed (city council ordinance adopting the plan amendment) on or before 4th Monday in July - Survey/Legal for the deannexed areas will need to be done ASAP
Plan Amendment to Annex Sub Area 2 into the Union District Project Area	Timeline; Preparation of the Plan Amendment; Process is the same as a new plan Estimate for scope of work \$10,000-\$15,000 <i>Assumes MDC Counsel will negotiate the ACHD agreement for the amended area</i>	Review of Sub Area 2 for eligibility. Preparation of the Eligibility Study Estimate for scope of work related to the study: \$3,000 Preparation of the updated economic feasibility study Estimate for the scope of work related to the updated economic feasibility study: \$3,000	- Timing; to be completed (city council ordinance approving the new plan) on or before 12/31/21 - Survey/Legal would have been done as part of the deannexation scope
Ten Mile to Linder Plan and Project Area	Timeline; Preparation of the new/specific Plan	Review of the proposed geographic area for eligibility. Preparation of the Eligibility Study Estimate for scope of work related to the study: \$5,000	- Timing; to be completed (city council ordinance approving the new plan) on or before 12/31/21 - Legal/Survey will need to be done ASAP

	Estimate for the scope of work \$15,000-\$20,000 <i>Assumes MDC Counsel will negotiate the ACHD agreement</i>	Preparation of the economic feasibility study Estimate for the scope of work related to the economic feasibility study: \$7,500	Includes parcels outside the City limits in unincorporated Ada County; <i>consider annexing parcels into the City ASAP; otherwise legal costs could increase as will need to address County consideration of the eligibility study and County ordinance/intergovernmental agreement</i>
Northern Gateway Plan and Project Area	Timeline; Preparation of the new/specific Plan Estimate for the scope of work \$15,000-\$20,000 <i>Assumes MDC Counsel will negotiate the ACHD agreement</i>	Review of the proposed geographic area for eligibility. Preparation of the Eligibility Study Estimate for scope of work related to the study: \$7,500 Preparation of the economic feasibility study Estimate for the scope of work related to the economic feasibility study: \$10,000	- Timing; to be completed (city council ordinance approving the new plan) on or before 12/31/21 - Legal/Survey will need to be done ASAP – current boundaries are unknown - Number of parcels is greater than the Ten Mile to Linder Project Area - Includes parcels outside the City limits in unincorporated Ada County; <i>consider annexing parcels into the City ASAP; otherwise legal costs could increase as will need to address County consideration of the eligibility study and County ordinance/intergovernmental agreement</i>



MERIDIAN
development corp.
REVIVE • RENEW • REDEFINE

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

This is Task Order (TO) to provide surveying services for the creation of two new urban renewal districts and changes to existing districts is executed pursuant and subject to the Professional Services Agreement between Civil Survey Consultants, Inc. (Consultant), and the Meridian Development Corporation (MDC) dated January 23, 2019 (Agreement).

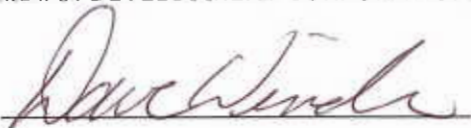
WHEREAS, MDC and Consultant entered into the Agreement to provide engineering and surveying services on an as needed basis with future services to be performed pursuant to task orders.

WHEREAS, the Parties desire to execute this TO as described herein;

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

1. The parties agree that Consultant will perform the surveying services to assist in the creation of two new urban renewal districts and changes to existing districts as noted the attached Scope of Work (See Exhibit A attached hereto and incorporated herein). This TO is issued pursuant and is subject to the Agreement between MDC and Consultant. This TO shall be effective March 31, 2021. This TO shall be completed in accordance with the terms of the Agreement.

MERIDIAN DEVELOPMENT CORPORATION

By: 

Printed Name: Dave Winder

Title: Board Chair

CIVIL SURVEY CONSULTANTS, INC.

By: 

Printed Name: Matt Hart

Title: President

Attest:


Steve Vlassek, Secretary

Exhibit A - Scope of Work

CIVIL SURVEY CONSULTANTS, INC. FOR MERIDIAN DEVELOPMENT CORPORATION

SCOPE OF WORK FUTURE URBAN RENEWAL PLAN LEGAL DESCRIPTIONS (NORTHERN GATEWAY, OVERLAND – TEN MILE TO LINDER, UNION DISTRICT MODIFICATION & DEANNEXATION OF SAME PORTION FROM DOWNTOWN URD)

PROJECT UNDERSTANDING

Meridian Development Corporation (MDC) has identified three areas in Meridian that are proposed to be part of a future Urban Renewal Plan:

- Northern Gateway: generally located in the vicinity of the intersection of N. Meridian Road and E. Fairview Avenue east to approximately N. Jericho Road.
- Overland – Ten Mile to Linder: generally bounded by S. Ten Mile Road, W. Overland Road, S. Linder Road, and Interstate 84.
- Union District Modification and Downtown URD deannexation: Addition of a portion of the Meridian City Hall Eastside parking lot to the existing URD and deannexation of same area from original downtown urban renewal district.

The Surveyor shall prepare a legal description and an exhibit map for each of the Urban Renewal Plan exterior boundaries.

SCOPE OF WORK

Task 1 – Administration

- 1.1 Project Management – Provide ongoing management of project, including regular status updates and coordination with MDC.

Task 2 – Surveying and Data Collection

- 2.1 This task includes work associated with surveying duties performed in the field required to establish property boundaries.
- 2.2 This task includes office work associated with research of relevant subdivisions, parcel deeds, records of surveys, and right-of-way acquisitions in the Ada County Recorder's Office required to establish property boundaries.

- 2.3 This task includes office work associated with establishing, calculating, and drafting the property boundaries.

Task 3 – Document Preparation

- 3.1 This task includes preparing a legal description and an exhibit map for each of the Urban Renewal Plan exterior boundaries. This does not include legal descriptions for individual parcels within the Urban Renewal Plan exterior boundaries.

ASSUMPTIONS

- Easement preparation is not part of the scope of work.
- Title reports are not part of the scope of work.

TIME OF COMPLETION and COMPENSATION SCHEDULE

COMPENSATION AND COMPLETION SCHEDULE NORTHERN GATEWAY URD			
Task	Description	Due Date	Compensation
1	Administration	▪ 60 days from notice to proceed	\$290.00
2	Surveying and Data Collection	▪ 60 days from notice to proceed	\$6,125.00
3	Document Preparation	▪ 60 days from notice to proceed	\$890.00
NORTHERN GATEWAY URD TOTAL: \$7,305.00			

COMPENSATION AND COMPLETION SCHEDULE OVERLAND – TEN MILE TO LINDER URD			
Task	Description	Due Date	Compensation
1	Administration	▪ 60 days from notice to proceed	\$290.00
2	Surveying and Data Collection	▪ 60 days from notice to proceed	\$4,185.00
3	Document Preparation	▪ 60 days from notice to proceed	\$745.00
OVERLAND – TEN MILE TO LINDER URD TOTAL: \$5,200.00			

COMPENSATION AND COMPLETION SCHEDULE UNION DISTRICT MODIFICATION URD & DEANNEXATION OF SAME PORTION FROM DOWNTOWN URD			
Task	Description	Due Date	Compensation
1	Administration	▪ 60 days from notice to proceed	\$290.00
2	Surveying and Data Collection	▪ 60 days from notice to proceed	\$1,750.00
3	Document Preparation	▪ 60 days from notice to proceed	\$245.00
UNION DISTRICT MODIFICATION URD & DEANNEXATION TOTAL: \$2,285.00			

COMPENSATION AND COMPLETION SCHEDULE TOTAL SCOPE OF WORK			
Task	Description	Due Date	Compensation
1	Administration	▪ 60 days from notice to proceed	\$870.00
2	Surveying and Data Collection	▪ 60 days from notice to proceed	\$12,040.00
3	Document Preparation	▪ 60 days from notice to proceed	\$1,880.00
SCOPE OF WORK TOTAL: \$14,790.00			

The Not-To-Exceed amount to complete all services listed above for this Scope of Work is \$14,790.00. No compensation will be paid over the Not-to-Exceed amount without prior written approval by MDC in the form of a Change Order. The hourly rates for services and direct expenses are per the attached estimate and will be the basis for any additions and/or deletions in services rendered.

Civil Survey Consultants
Man-Hour And Fee Estimate
Meridian Development Corporation
Future Urban Renewal Plan Legal Descriptions

Northern Gateway URD								
Task Description	Principal	Chief of Surveys	Project Manager	Project Engineer	Design/Survey Technician	Survey Crew	Total Hours	Task Cost
Task 1 - Administration								
1.1 Project Management			2					\$250.00
Task 2 - Surveying & Data Collection								
2.1 Control Survey - Field					4	4		\$1,080.00
2.2 Records Research - Office		1			8			\$945.00
2.3 Control Survey - Office		15			15			\$4,120.00
Task 3 - Document Preparation								
3.1 Legal Description and Exhibit		2			6			\$550.00
Total Man-Hours	0	16	2	0	36	4	0	\$7,305.00

Classification	Hours		Rate	Total
Principal	0.00	@	\$145.00	\$0.00
Chief of Surveys	16.00	@	\$145.00	\$2,320.00
Project Manager	2.00	@	\$145.00	\$290.00
Project Engineer	0.00	@	\$132.00	\$0.00
Design/Survey Technician	36.00	@	\$100.00	\$3,600.00
GPS Survey Crew	4.00	@	\$165.00	\$660.00
Labor Subtotal	51.00			\$7,325.00

Total Estimated Fees - Northern Gateway URD \$7,305.00

Overland – Ten Mile to Linder Road URD								
Task Description	Principal	Chief of Surveys	Project Manager	Project Engineer	Design/Survey Technician	Survey Crew	Total Hours	Task Cost
Task 1 - Administration								
1.1 Project Management			2					\$250.00
Task 2 - Surveying & Data Collection								
2.1 Control Survey - Field					4	4		\$1,080.00
2.2 Records Research - Office		1			5			\$945.00
2.3 Control Survey - Office		6			10			\$2,160.00
Task 3 - Document Preparation								
3.1 Legal Description and Exhibit		1			6			\$745.00
Total Man-Hours	0	16	2	0	26	4	0	\$5,200.00

Classification	Hours		Rate	Total
Principal	0.00	@	\$145.00	\$0.00
Chief of Surveys	16.00	@	\$145.00	\$2,320.00
Project Manager	2.00	@	\$145.00	\$290.00
Project Engineer	0.00	@	\$132.00	\$0.00
Design/Survey Technician	26.00	@	\$100.00	\$2,600.00
GPS Survey Crew	4.00	@	\$165.00	\$660.00
Labor Subtotal	44.00			\$5,270.00

Total Estimated Fees - Overland - Ten Mile to Linder Road URD \$5,200.00

Union District Modification URD & Downtown URD Deannexation								
Task Description	Principal	Chief of Surveys	Project Manager	Project Engineer	Design/Survey Technician	Survey Crew	Total Hours	Task Cost
Task 1 - Administration								
1.1 Project Management			2					\$290.00
Task 2 - Surveying & Data Collection								
2.1 Control Survey - Field					4	4		\$1,560.00
2.2 Records Research - Office		1			1			\$345.00
2.3 Control Survey - Office		1			3			\$445.00
Task 3 - Document Preparation								
3.1 Legal Description and Exhibit		1			1			\$345.00
Total Man-Hours	0	3	2	0	9	4	0	\$2,285.00

Classification	Hours		Rate	Total
Principal	0.00	@	\$145.00	\$0.00
Chief of Surveys	3.00	@	\$145.00	\$435.00
Project Manager	2.00	@	\$145.00	\$290.00
Project Engineer	0.00	@	\$132.00	\$0.00
Design/Survey Technician	9.00	@	\$100.00	\$900.00
GPS Survey Crew	4.00	@	\$165.00	\$660.00
Labor Subtotal	12.00			\$2,285.00

Total Estimated Fees - Union District Modification URD & Downtown URD Deannexation \$2,285.00

Total Scope of Work				
Classification	Hours		Rate	Total
Principal	0.00	@	\$145.00	\$0.00
Chief of Surveys	32.00	@	\$145.00	\$4,640.00
Project Manager	6.00	@	\$145.00	\$870.00
Project Engineer	0.00	@	\$132.00	\$0.00
Design/Survey Technician	73.00	@	\$100.00	\$7,300.00
GPS Survey Crew	12.00	@	\$165.00	\$1,980.00
Labor Subtotal	123.00			\$14,790.00

Scope of Work Total Estimated Fees \$14,790.00