



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, June 22, 2021 at 4:30 PM

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Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/89604685070>

Or join by phone: 1-669-900-6833

Webinar ID: 896 0468 5070

ROLL CALL ATTENDANCE

Jessica Perreault

Joe Borton

Brad Hoaglun

Treg Bernt

Liz Strader

Luke Cavener

Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the June 8, 2021 City Council Work Session](#)
2. [Approve Minutes of the June 15, 2021 City Council Special Meeting](#)
3. [Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 1](#)
4. [Hill's Century Farm North No. 1 Full Release of Sanitary Sewer and Water Main Easement](#)
5. [Hill's Century Farm North No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
6. [Utility Easement for Pressure Reducing Valve](#)
7. [Final Plat for Aegean Estates No. 3 \(FP-2021-0031\) by Engineering Solutions, LLP, Located at 4306 N. McDermott Rd.](#)
8. [Final Plat for Oaks North Subdivision No. 10 \(FP-2021-0035\) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.](#)
9. [Approval of Award of Bid and Construction Contract Between City of Meridian and Treasure Valley Drilling, LLC for Well 9B Construction for the Not-to-Exceed](#)

[Amount of \\$454,051.00 and Authorize Procurement Manager to Sign Purchase Order for the Not-to-Exceed Amount of \\$454,051.00](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

10. [Community Development: Fiscal Year 2021 Budget Amendment in the Amount of \\$35,963.00 for Reclass of Administrative Assistant to Economic Development Business Liaison](#)
11. [Police Department: Fiscal Year 2021 Budget Amendment in the Amount of \\$4000.00 for Dairy Days Parade Traffic Control](#)
12. [Police Department Report: Proposed Off-Highway Vehicle Ordinance](#)

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the June 8, 2021 City Council Work Session

Meridian City Council Work Session

June 8, 2021.

A Meeting of the Meridian City Council was called to order at 4:33 p.m., Tuesday, June 8, 2021, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Liz Strader, Jessica Perreault, and Brad Hoaglund.

Members Absent: Treg Bernt.

Also present: Chris Johnson, Bill Nary, Cameron Arial, Dave Miles, Brian McClure, Lila Klopfenstein, Jamie Leslie, and Dean Willis.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call this meeting to order. For the record it is June 8, 2021, at 4:33 p.m. We will begin this afternoon's City Council Workshop Session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next item is adoption of the agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I would move adoption of the agenda as published.

Borton: Second.

Simison: I have a motion and a second to adopt the agenda as published. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it and the agenda is adopted.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the May 25, 2021 City Council Work Session**

2. **Approve Minutes of the May 25, 2021 City Council Regular Meeting**
3. **Approve Minutes of the May 26, 2021 City Council Special Meeting**
4. **Approve Minutes of the May 27, 2021 Emergency Meeting**
5. **Movado No. 9 Subdivision Sanitary Sewer Easement No. 1**
6. **Final Order for Goddard Creek Townhomes (FP-2021-0029) by SI Construction, LLC, Located on the Northwest Corner of W. McMillan Rd. and N. Goddard Creek Way**
7. **Findings of Fact, Conclusions of Law for 3175 N. Ten Mile (H-2020-0122) by Mason & Associates, Located at 3175 N. Ten Mile Rd.**
8. **Findings of Fact, Conclusions of Law for Compass Pointe Subdivision (H-2020-0100) by A-Team Land Consultants, Located at the Southwest Corner of E. Victory Rd. and S. Locust Grove Rd.**
9. **Findings of Fact, Conclusions of Law for Foxcroft Subdivision (H-2020-0113) by Gem State Planning, LLC, Located Directly West of Ten Mile Road, on Both Sides of the Proposed Pine Avenue Extension and East of the Tenmile Creek**
10. **Findings of Fact, Conclusions of Law for Gramercy Commons (H-2021-0022) by Intermountain Pacific, LLC, Located at 1873, 1925, and 2069 S. Wells Ave.**
11. **Development Agreement Between the City of Meridian and SCS Brighton, LLC; SCS Brighton II, LLC; DWT Investments, LLC; SCS Investments, LLC; SCS TM Creek, LLC; Brighton Land Holdings, LLC (Owners) and Ten Mile Crossing, Inc. (Developer) for Ten Mile Crossing (H-2020-0074), Generally Located East of S. Ten Mile Rd. and South of W. Franklin Rd.**
12. **Professional Services Agreement Between the City of Meridian and Amplified Production Group for Sound Production at Concerts on Broadway**
13. **Professional Services Agreements Between the City of Meridian and High Street Entertainment, LLC and Kings of Swing**

Simison: Next item is the Consent Agenda.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Mr. Mayor, I move to approve the Consent Agenda and for the Mayor to sign and Clerk to attest.

Borton: Second.

Simison: I have a motion and a second to approve the Consent Agenda. Is there any discussion on the motion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

Simison: There were no items moved from the Consent Agenda.

DEPARTMENT / COMMISSION REPORTS [Action Item]

14. Fire Department: Check presentation from Light My Fire, Inc. to Meridian Fire Department Public Education Division

Simison: So, we will move on to Department/Commission Reports. The first item up is Item 14, Fire Department, check presentation from Light My Fire, to the Meridian Fire Department Public Education Division and I will turn this over to Pam.

Orr: Mr. Mayor, Members of the Council, thank you so much for having us tonight and it is really my great pleasure. Many of you have gone through a check presentation with us before in the -- in the past and, once again, this year we get to get another check presentation from this great group of Light My Fire folks and I'm -- I -- there are quite a few of them in the audience tonight. If you don't mind I would just like to be able to say their names and just thank them personally for this. So, we have Andrea from Belfor and Mary from Disaster Kleenup. She will be the one that's actually presenting. Bob from Ricketts -- Ricketts and Associates. Logan from CTR and Chris from Complete Restorations. Thank you all so much for all that you do for us. There are many, many, many more members that are a part of this group, but right now we would like to ask Mary from Disaster Kleenup to come up. She is the president of our group, she keeps us going, and she runs our dinner banquet. You know that we didn't have one probably -- you probably know this. We weren't able to do this in 2021, unfortunately, because of COVID, but we were able to get 2020 in just before COVID started and so that's what this check presentation is from. We do have 2022 booked, however, and that's going to be February 11th of next year and so we are super excited for that. So, let me turn this over to Mary.

Simison: Welcome, Mary.

Cahoon: I'm having my Vanna Whites come up with me as well with the big fat

presentational check. Yes. It is such a huge honor and a privilege for us to be here today to give you guys some money for something that's really important in the community. Fire victims who are running out of the house and maybe they have -- you know, they have their slippers on or not and -- so it's a wonderful thing for us to be able to do that and the other thing is that that fire prevention safety and education is huge and these two players over here are pretty amazing at what they do and -- anyway, last year we didn't do it because of COVID, but the prior year we were able to raise and be able to donate to both you and Boise fire a total of 57,000 dollars and this is the 27th that -- we have done it for 27 years and Bob's been here since the very beginning and so since that point in time over half a million dollars has been raised and donated. So, with the money that we are going to be able to donate this year, it's 557,000 dollars, which is a huge accomplishment and keeping a committee together and it rolling for years -- 27 years is a big deal, too, so -- all right. So, the dollars donated are a 60/40 split between Boise and Meridian and so Boise will receive a total of 32,400 dollars and today we have 21,605 dollars. I always get really nervous at these things. So -- dinero. And so the first check I have is for Chief Blume and it's 12,000 dollars. The beautiful thing about that 12,000 dollars, it's automatically going to be doubled, but I think that there is more money, right, Pam?

Orr: The match?

Cahoon: The match. Okay. Well, this -- so, this becomes 24,000 dollars; right? Immediately. Which is fantastic. The other money is for the union and if you can come up for the burnout fund. So, they are able to give money to people that are running out of the house, they don't have a place to stay, they may have medicine or not, and so immediately they have funds available for them and we have 9,600 dollars. The other thing that we have here -- we had a special opportunity to raise some money at our Light My Fire and this is for the First Responder Coalition and this is the seed money to help them get started, so that our -- our first responders, who go through so many different things in their career in their lifetime, sometimes you need a little extra help with something out there to come together and help them through a challenging time. So, I want to ask Chris Verkerk to come up. And for you, Chris, we have 3,000 dollars. So, to close out, we are going to have a fun time February the 11th, 2022, and we want you guys to be able to come out and celebrate with us, because we are going to be able to get back together again and we haven't come up with any type of theme yet, but we have done pirates and gypsies, we have done fiesta, we have done hippy themes. So, if anybody has a great idea, cast it out, because we are going to make it happen and that's a save the date. Mark your calendar. Thank you.

Orr: Thank you very much.

15. Fire Department: Community Risk Reduction Presentation

Simison: Thank you. Truly appreciate all that the Light My Fire does for our community. It's amazing. So, thank you again. So, next up is the community risk reduction presentation. Herb, the time is yours.

Griffin: Mr. Mayor, Council Members, thank you for your attention for letting us be here tonight. My name is Herb Griffin, I'm with the Public Education Division of the Fire Department and it's my pleasure today to present you with an overview of a new document that we have created and finally gotten completed and that is the Community Risk Assessment Report. So, this was a project we did during COVID and we were trying to get it out at the end of the year. With the change in leadership we held off on it. Once Chief Blume came on board we were able to get it completed and get it out to you and so today I'm going to give you the kind of high flyover overview of what this document is and what it's about. This is strictly from a Fire Department viewpoint, because it's all based on data that we have used and for the cause that we are going. So, it's not a whole city, but, eventually, we will have to get there and work with other departments and see what other needs that we are missing that are happening within the city when we look at risk assessment. Technology starts to fail us. Ah, there we go. So, the purpose of this document is to identify areas where we as a fire department and as a city can better reduce risk for our citizens. We have completed this assessment using our response data from 2016 to 2020 and there is a quote from Vision 2020, which is a subdivision of the National Fire Protection Administration, it says that the fire service exists not only to respond to emergency incidents, but also to proactively prevent or mitigate the impact of certain incidents within their communities and so this is us trying to look forward and be proactive, as opposed to reactive, and as the emergency services in the United States we are really reactive agencies. Somebody has an emergency they call 911 and we go. This is us trying to get out in front of it and being proactive with some of the things that we see on a regular basis and starting to identify those. The goal of this document is basically to be a stepping stone document from which we can build a comprehensive community risk plan. This will be in step with our strategic and capital improvement plans and we will be working together -- there are other documents and I know the chief has expressed the goal for eventually working towards accreditation. This will be one of the documents that will be used in that process. Basically this assessment is broken down into seven areas and, basically, we are telling the story of Meridian, Ohio. So, we are talking about the area, the people, the city itself and the fire department.

Johnson: Just click anywhere on the screen to get that pop up off of there. I mean with your mouse.

Griffin: Okay. There we go. Okay. So, we have a breakdown of community information. Basically it tells the city's story, where we are located, who we are. It's very basic. It talks about our geography and climate. What kind of municipal organization we have. What services we provide. A little bit about our history. Some of our demographic profile and our housing and zoning. The next section is on the fire department and, again, it's just a basic description of who we are as the fire department here in Meridian. What services we currently provide to our citizens. What our budget is and what our service demand is. We get into specific fire department information and this is information that we have pulled from the data over the last five years. It tells what types of incidents we are going to, where those incidents are happening within our jurisdiction, and we have a further breakdown within that section talking specifically about fire and emergency medical services, because those are the two big ones. You know, fire is the big one everyone

knows about and EMS is the one that we do the most of. So, those are important to kind of break down those different types of incidents, so that we have an understanding of what types of calls we are going to and where we can put future preventative education and equipment and things like that, so that we can go through there. We have some hazards or some issues that we have already identified. These are items that we are currently working on and we have -- we have been working on for some time. Some of them are older, some of them are very new, but one of them is our smoke alarm program. We have a very robust smoke alarm program here in the city. We provide batteries, smoke alarms, we change batteries in smoke alarms for citizens within our community and there is a big need for this in our community, especially with our older adults and they really appreciate this -- this service. I go out four or five times a day to these types of calls and they are always so appreciative of the fact that we come out to them and take care of this and it's a no cost service to them. They are very happy with that. We talked about older adults safety. Slip and fall, things like that. Educational programs that we are trying to get involved in and get started and working with the Senior Advisory Committee and the senior center on trying to make sure that we are providing these things. What we found in our research over time is when a senior gets injured that's when they lose -- when they lose their mobility, that's when they lose their independence and so it's really important that we teach them how to stay healthy, how to stay limber, how to stay independent as long as possible. We have our building inspection program. This is where our inspect -- fire inspectors go out and inspect the buildings that the public is in every day. When you walk into a building in the City of Meridian the expectation of the public is that building is safe. Our inspectors job is to make sure that building is safe, so that, you know, people in there will be able to get out. Again, a lot of -- a lot of history for the fire service is built on something bad happened in the past and so now we need to set codes and ordinances and make -- make it better, so we won't have it happen again and, then, we briefly talked about our school safety program. We are part of the Idaho's standard command and response system, along with the Meridian Police Department and several other school districts, other state agencies. Obviously, we -- we tried -- we hope that we are insulated from these things, but recent events that have happened in the state have kind of shown us that even here in Idaho we are not isolated from violence in our schools and so we need to have a good response plan to be able to all be on the same page, all be talking the same language, and we are part of that and we have identified that as an important thing that we have to do within our community. We have identified some natural -- natural hazards that we have here in the state of Idaho and within the Treasure Valley. These include earthquakes, severe weather, wildfires and flooding. Very simple, but just being able to identify that we have these issues and know that we will have to deal with them if -- if something major transpires. We have technological and human hazards that we have identified. Obviously, hazardous materials, utility failure, transportation. We have two airports close by us and we are in the flight paths, so -- I came from San Diego in the late '70s. A PSA jet was flying into the airport there and was struck by a small plane and crashed down in a neighborhood that, you know, thought they would never have to deal with an airline incident, but they had to and so, you know, we have to always kind of be prepared for those type of things. We have a railroad that runs right next to us here at City Hall. It cuts the city in half. If we had an incident with a long train it could seriously impact emergency responses. It will definitely impact traffic and could impact other

services. So, we have to take that into consideration. We have the I-84 and, then, of course, the State Highways 16, 55, and 20-26 that all run through our jurisdiction. So, all of those things could have events take place that could impact our services, either -- or impact just -- just general happenings within the city. When we have security hazards, obviously, civil disorder or terrorism -- we are right next door to the state capitol, the possibility of this incident spilling over into our city exists. Most likely what's going to happen is they are going to need our resources, so we have to plan for this, we have to be ready for it and we have to have an idea that if this happens what are we going to do and that's why this was identified. The final section is conclusions and recommendations. This is an area where based on the data shown within the document we feel that improvements can be made or we want to continue to work on things that we already have in place to help reduce the further risk to our citizens. There are a couple of specific ones that we would like to kind of point out to you. You will probably be hearing about some of these later on as -- as the administrative team kind of builds what they want to do. With looking at that CIP plan, we are looking at the strategic plan. Some of these might be coming up, so we want to make you aware of them. Number one is hiring a community risk coordinator. That will be an executive position that will be in charge of coordinating all the community risk within the fire department, liaisons with all other departments within the city and within the county and the state. So, that's a big and important position that they are looking for later on. Obviously, hiring more personnel public education very important. Fire prevention and administration. These are the non-sexy positions. It's very easy to come to you and say, hey, we need a fire engine and we need six -- nine firemen to -- to cover that fire engine, but these are the positions that we can't justify, we can't say, hey, we are not getting there in five minutes and, you know, we are getting this many calls when we don't have enough resources to cover everything. These are the positions that kind of work in the background. They go out in the community and they work in the community. It's very hard for us to say, hey, we prevented this many fires last year or this much dollar loss or saved this many lives, because of our prevention and education programs. It's just very difficult to put a number on those types of things, but it is a valuable resource and they are valuable people that we are going to need in the future and, then, of course, alternative response vehicles. This is -- these are the types of vehicles that we are planning for the future. What -- what do we want our response services to look like. Not everything needs a million dollar fire truck. So, what can we do to provide better services for different types of calls and one of the things that we are looking for in the future and, again, this is just to make you aware that we are thinking about these things and we are looking at them and we are looking at them for the future. There will be some cost with some of these items. Obviously anytime that you have personnel that is increased cost. Anytime you want vehicles they increase costs, but there are sources within the community, public-private partnerships, grants and, of course, there will be times when we will have to come to Council and ask for additional funds. So, just making you aware that these things are out there on the horizon as we are talking about community risk reduction, at least puts it in your head, so that you are not shocked when we show up and ask for something. The final thing is we want to talk about what's next. This community risk document will need to be written. We have already begun gathering data for that document. There are a number of documents -- so, standards of coverage document, the community risk plan, things like that that are already

starting. They are already working on the strategic plan and the administration that will coordinate with the city strategic plan that has already been adopted. So, we are -- we are working to move through all of that. We are looking to hire a consultant to come in and finalize the plan and look for ways to fund the needs of the document, see where we are missing, what we are blind to, so they can kind of see, hey, here is some things that are going on and, then, we are constantly looking for new ways to try and keep our community safe and that was part of the emphasis of getting this started is that we could be more proactive and look out into the future and try and see what our future needs are going to be, so that we can identify them and deal with them before they become response issues. So, at this time Chief Blume and I will be happy to answer any questions that you have.

Simison: Thank you, Herb. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thanks, Herb. Very interesting presentation and appreciated the report. I thought the wildfire risk section was really pertinent right now, because we have had a lot of development in south Meridian along a ridge where we are taking on wildfire risk in that kind of urban wildland interface I guess is what you guys call it, but was curious if -- if you think we will be doing additional research on that particular risk to help mitigate it?

Griffin: That's definitely a risk that we are addressing. One of the -- one of the issues with the growth that we are having, we are pushing into a lot of those urban lands and we are starting to bump into other agencies and so we are losing a lot of that wildland area, but it is still definitely a risk, especially in the southwest corner of the city. So, it's definitely something that we have to address and we need to address what our resources are, what our water resources are down there, you know, what types of fires have we had there in the past, what type of fires could we see in the future as we start putting homes in those areas. What's the -- what's the danger? So, definitely it's something that -- that's on our radar and it's something that we think about and we really started gearing up in the spring to get ready for summer season, because we know that there is a possibility that could happen.

Strader: Mr. Mayor, one more.

Simison: Council Strader.

Cavener: I was also just curious as you envision -- you know, maybe this is also a question for Chief Blume, but as you are envisioning this kind of risk coordinator position or enhancement to that role, how -- how would that -- how would the future reports interface with other departments in the city? That's something I would be curious about. If you ask Public Works what are the greatest risks from their perspective, they have a whole set of them. Police probably have their whole set of risks. I was just curious how

you might coordinate with those different --

Griffin: One of the -- one of the best ways to -- to work inter-city from department to department is to get representatives that have authority to make decisions for their department and get them together and start working on -- on identifying things, because we will -- you know, you can lay out, hey, here are some things that we see that are going on. Police will come in and, hey, these are some things we see that are going on. You start laying those over each other and, then, you will be able to start talking about them. How do we address this. You know, what does it need to address this and we just continue to -- to work in that way and it has to be a collective -- collective effort. We have to collaborate together, because it's important that we as a city do this, because it affects us as a city, it's not just the Fire Department. You know, it doesn't mean we are starting to lean on it, but it -- but it's something that we are doing now, because we have identified this as a need for us and we believe it's something that should go out to the rest of the city at some point and probably with the community plan. Chief, am I correct? Yeah. We would -- we would be working towards meeting with the other city departments and finding out what they have going on also and working together with that.

Strader: Makes a lot of sense. Thank you.

Griffin: Okay.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Herb, first off, the report is great.

Griffin: Thank you.

Cavener: There is a lot of meat on the bones there. I feel like we could have a whole presentation on some of the stuff that's in there. One item that caught my attention was the youth fire setting prevention and intervention program as a service that's offered by Meridian Fire.

Griffin: That is correct.

Cavener: And you will have to forgive me, that's not -- I'm not aware of that program. I was hoping you could just give me a little flavor for what that does and --

Griffin: I'm going to have Pam come up. Pam. I know about it, but Pam really understands it and she can answer that question much better than I can.

Orr: So, the youth juvenile -- well, it's a youth fire setter program. You may have remembered the name juvenile fire setter, because that's what we always called it up until probably within the last 18 months and we are moving away from the word juvenile to just

youth, because they are getting younger and younger and -- and we don't want to -- across the board nationally they don't want to think of juvenile delinquents. This is a youth problem; right? So, essentially, what our program is is an education program. So, when we have a child who has started a fire, we work either directly with the parents, we are notified either by parents, we are notified by the responding crews contact us or if they get involved through the police department or through the juvenile justice system, we are contacted and, then, we have a screening tool that we use that is out of the state of Oregon. They have a really robust program out of that through the state fire marshal's office there and so we have adopted that. It's actually been that -- it's actually the Idaho Fire Chiefs Association who has adopted that document and that document allows us to ask a series of questions in a way to help us determine whether or not we have a child here who we think is going to be a repeat offender on the lighting often; right? And we have had those. Or if we have somebody who is genuinely just curious about fire and just simply needs a little bit of education and so after we get through the screening documentation, then, we sit down with the family and with the child itself, there is that educational component. Our Fire Safety Center that Herb and I work out of, it has a burnout room in it. If you have never been there I really want to invite you to come. It's the only facility in this state that has this and it's a room that it is a -- it shows the progression of fire in a bedroom and so we utilize that room to show children what would happen should their room catch on fire. They lose their toys, these kinds of things; right? So, with that, the screening tool, videos that we use and, then, additional education -- prior to any family member leaving us, if they have had a juvenile or a youth who has lit a fire, prior to them leaving us they will have an opportunity to do a home escape plan. They will have an opportunity to understand and get new smoke alarms if their smoke alarms do not operate and they also have -- we have got some automatic door closers that will shut bedroom doors automatically, because just depending on where these children are in the screen, right, there are some that are definitely at a risk and if the family cannot get this child into let's say a live-in facility for additional help, right, we need to ensure that we are doing the best job that we can to ensure that family is safe. So, that's the program. We screen -- I would say -- you know, it just -- it fluctuates. It really fluctuates about between ten to 12 children a year. Some years it's been as high as maybe 20, 25. Schools call us. So, we get -- we get calls from all over the place and so that's what the program is. Sorry it took so long.

Cavener: No. I appreciate the insight.

Orr: Okay.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: The portion of the assessment talks about false call times and I'm just curious does the amount of false call times that we see in Meridian, does that fall in line with the national average? And maybe like I --

Griffin: I don't know. I didn't do that research.

Cavener: Okay.

Griffin: What -- what -- what caught my attention was the number of calls that -- that we get dispatched to and cancelled because they are either false calls or they are good intent calls, they don't know who else to call, so they call 911 and we come out. So, that's an issue where I see Pam and I are really important and that education on when do you call 911. What is an emergency? Those are things that -- that have caught our attention and as we did the research we identified a few of those things. But, again, this is -- this is part of why this document is so important to get out there, because we are starting to recognize, hey, look, we look at our data, here is some things that are kind of odd. I don't know what the national numbers are on those. I wish I did. But it did catch my attention as I was doing the research and so it is something that I'm sure we will be addressing and looking at ways that we can bring that number down, because when those crews are responding they are no longer available.

Cavener: Right.

Griffin: So, you know, we want those crews to be available for the true emergencies, so they can deal with those true emergencies and so if we can keep the number of false calls down, we know the wear and tear on the equipment, all that stuff, that would be ideal for us.

Cavener: Mr. Mayor, if I may --

Simison: Councilman Cavener.

Cavener: I agree with you. I think that there is -- there is so many things that are captured in the report that some -- we have some control over and some that we don't have any control over. I think that's a place that we do have some potential control over. Do you know, Herb -- or maybe this is a question for the chief. Did those call times, even if they are a false call, does that still contribute to the average call time for a truck?

Griffin: We are still responding to those incidents. All that means is that when -- when the engine got there they were canceled or -- so they still went. They still got dispatched, they still responded and, then, that time is calculated until they go available again. So, whether they are on scene and it's a false call or it's a good intent call, they didn't really need any help, all those things that they -- they still are -- we are still running -- turning wheels and running those crews out and we are keeping track of that time.

Simison: Council, any other questions? Okay.

Griffin: Thank you so much.

16. Community Development Presentation: Land Use Entitlement

Analysis, 2018-2020

Simison: Next item on the agenda is from our Community Development Department, a presentation on the land use entitlement analysis. I will turn this over to Mr. McClure and I will let you introduce Lila.

McClure: Mayor and City Council, thank you for having us here today. I'm joined by Cameron Arial, Tori Cleary, and Lila Klopfenstein. Lila is an exceptionally talented MBA student with Boise State University. She recently helped us do some analysis and entitlements, what are the aggregate decisions -- what are the results of the aggregate decisions we made over the last several years. She will be presenting that to you shortly. But I do want to note that this is part of a larger series of work we have done -- the demographic summary we prepared for you recently, the land use and development report. Those are -- all sort of feed into the vision of sort of where we have been and what we have been doing over the last several years. Before I turn this over to Lila I would just like to note that if you have any questions that require additional research or analysis, we can come back to you with that in the future and that this analysis is for your benefit and there is no specific ask or request here. However, we do think that some of these themes and topics are important and we would like to continue this conversation with you. If you don't have any additional questions for me, then, I will turn this over to Lila.

Klopfenstein: Okay. Thanks. Okay. Hi, everyone. So -- yeah. Like Brian said, I have been working as an intern the last semester at City of Meridian, which has been great. It's been all on Zoom and, yeah, so I'm excited to give a presentation on my report today. So, let's just get started. Oh. And so for context, I actually grew up in Meridian, so it's really nice to be able to see things from a planning perspective after, you know, running the streets and, yeah, growing up here. Okay. So, my purpose here today is to first summarize the main points of my report, then, highlight some broad development trends and what I'm trying to give you here is the forest from the trees perspective of what the last three -- three years of development has looked like in the City of Meridian. So, my report covers rezones, conditional use permits, commercial areas and mixed use areas. For the sake of time today I'm only going to be focusing on rezones, conditional use permits and mixed use areas. Throughout the report or the presentation I will be referring to commercial and residential land and when I say commercial I mean general neighborhood community zones, as well as industrial and office zones. Residential means anything that has a house on it. So, anything from the low density R-2 zone to the high density R-40 zone. Okay. So, the first section -- the first of three sections is the rezone section. So, we are looking at rezones over the last three years, 2018 to 2020. So, when you look at net acreage gain and loss through rezones in the last three years, there are three main themes that -- that come to light. The first is that there is an increase in residential density. So, you can see on the left-hand side of the bar chart that R-4 has lost 44 acres over the last three years. On the right-hand side you can see that R-40, R-8, R-15, all higher density residential zones, have all gained residential -- or gained acreage over the last three years through rezones. So, the second main theme -- trend is that there has been an overall gain in residential land. So, you can see that R-4, R-8

and R-15 have all gained more -- have exceeded the losses here. So, the loss is 44 and, then, the residential zones have -- have exceeded that. The third trend is that there has been a net loss of commercial land. So, as you can see there has only been eight acres gained of residential land -- or, sorry, commercial land over the last three years, while there has been losses in commercial -- general commercial, industrial, office and community commercial zones. So, the next question in rezones is always -- if you are rezoning land where are you rezoning it to or what are you rezoning it to. So, the graph on the left shows the acreage lost through rezones over the last three years and, then, the table on the right shows zones and where or what zone they are being rezoned to. So, there is two themes I want to point out here. You are seeing commercial be rezoned to residential. So, if you look at C-C, as well as C-G, you are seeing largely that commercial land being rezoned to residential zones. The next thing -- the next thing I want to point out is the industrial zones are often being rezoned to commercial -- general commercial. So, in this case over the last three years all industrial land that was rezoned went to general commercial. So, the two main takeaways that I had after looking at the rezone data from the last three years is, first, that rezones are increasing residential land and density. So, when you calculate net acreage, residential zones gained 61 acres over the last three years. At the same time rezones have reduced commercial land by 61 acres, which is kind of serendipitous that it would be the same acreage, but, yes, that's just the way it worked out. Okay. So, the second section that I will be speaking on today -- our -- is on conditional use permits. So, there have been 52 conditional use permits granted over the last three years. This is a pie chart of CUPs by acreage. So, the three largest CUPs by acreage are, first, schools. So, this includes new schools, as well as school modifications or additions. The next big recipient of CUPs are multi-family developments and, then, third storage facilities. So, in the report I have five major trends that I point out. The first is that four public schools received CUPs. This is kind of expected. The population is growing, there needs to be more schools, so that's not necessarily surprising, but definitely because of the amount of acreage going to schools I wanted to point that out. Second, apartment or multi-family CUPs were mostly approved in residential zones. So, there was only one approved in a commercial zone, which I was not expecting to see. Next there were six daycare CUPs and, like schools, you kind of expect to see that with the growth in population. I just wanted to point that out. And the two I want to talk a little bit more in depth on today is, first, that there was a high number of CUPs in industrial zones and, then, second, there was a high number of storage facility CUPs. So, let's start with storage facilities. Storage facilities received the largest amount of land in commercial zones when you break out commercial CUPs on their own. So, that's what that pie chart shows. They -- so, storage facilities took up 18 acres of commercial land in the last three years. This reflects the larger national trend. Demand for storage facilities is increasing across the nation. Private construction spending on new storage facilities across the nation grew from 241 million in 2011 to nearly five billion in 2018 and following that growth in demand is also regulation. So, a lot of major cities across the nation have put in more regulation, but the one I am pointing out here is New York City, who in 2018 cited a lack of space, displacement of businesses that produced high quality jobs and a negative impact on the aesthetics are why they put stricter regulation on storage facilities being built in industrial areas. We have also seen this -- this growing interest in regulation on storage facilities in the Treasure Valley. In 2019 the

city of Nampa placed a moratorium on new storage unit construction. It was a five month moratorium and the purpose was to update code on what the storage facilities should look like, as well as the approval process on -- on how like city council or planning and zoning commission would be able to approve those new storage facilities. In Meridian there are currently 17 existing storage facilities and four more in construction. In the last three years there has been seven new storage facilities approved through CUPs. One was in a residential zone and six were in commercial zones. So, that 18 acres I talked about a little bit earlier. One of those storage facilities in a commercial zone was -- was approved in a commercial zone set aside for office space. Okay. So, the second trend I wanted to -- to talk about today is the high number of CUPs in industrial zones. So, there were two -- there were two gyms that I want to focus on today. Gracie Fighting Academy and Rock and Armor, which were both approved in 2020. They were both approved in industrial areas, as I said before, and when I looked at the industrial area I found that there were already existing recreational facilities. So, in each industrial zone there were already three existing recreational facilities and so these recreational facilities would be the fourth and what that does is it -- it puts a commercial enterprise in an industrial area and, essentially, displaces that industrial business. At the same time it attracts other commercial like enterprises, like other recreational facilities. So -- so that -- that displacement, as well as that attraction of other commercial activities, over time ends up in commercializing the -- the industrial area. The -- the other thing is that there are a lot of secondary impacts to putting commercial properties in, like increased traffic in an industrial zone, as well as limiting the types of heavy industry that are able to go in in a place that has children -- I actually grew up going to a gymnastic studio in that area, so -- so, I definitely know like it's -- it would be uncomfortable for me as a child or a parent bringing a child to an area that has heavy industry happening in the same place. And, then, also just wanted to point out that this trend is also true for churches in industrial areas. Okay. So, the two key takeaways from this conditional use permit section is, first, that conditional use permits have allowed a high number of storage facilities, especially in commercial zones. Second, there has been a high number of CUPs approved in industrial zones and over time that may commercialize the industrial zone. So, the third and last section that I want to focus on -- or I want to talk about today are mixed use areas. Okay. So, the City of Meridian Comprehensive Plan defines mixed use areas as places that residents can live, shop, and work in a close geographic area. As a resident of Meridian I am excited about mixed use areas. I think they are great. I would love to live in one, so -- so, that's kind of the perspective I'm coming at this from. The map on the right shows the future land use map of the city and the brown areas, as well as the diagonal orange crossing lines, are different mixed use areas in the city. So, when I was looking at analyzing mixed use areas in the city I was looking at three main things. First, does the mixed use area provide a family wage job. Can you really work in a mixed use area and support yourself. Second, is there connectivity between different land uses? Are you able to get to your workplace and, then, to your grocery store or your -- you know, your retail shop or -- and, then, also get back home in an easy enough manner. And, then, third, is there a sense of place? Do you want to live there? Is there a sense of community there? Okay. So, this is the forest from the trees part, so bear with me. I will do my best to explain. So, the City of Meridian land use report has a table called fixed -- or, sorry, future mixed use assumptions. So, there are seven different mixed use zones

in the city, as well as Old Town. So, each mixed use zone has this different ideal ratio of residential, office, commercial and civic land. When you add office plus commercial you get the total percentage of non-residential land. So, that's what this table shows. So, for example, mixed use neighborhood, which is the first row, shows 50 -- is ideally going to be 50 percent residential, 30 percent office, ten percent commercial and ten percent civic. The second row, mixed use community, is ideally going to be 35 percent residential, 25 percent office, 30 percent commercial and ten percent civic. So, there is -- there is slight differentiation between each mixed use zone. So, when I tried to bring the data together and analyze this I first took this table and, then, put it into pie chart format, so that's what that center column is -- is that's your north star, that is exactly -- that is the ideal. That's what you are shooting for, the target land use ratio. The bar chart on the left-hand side is the current allocated land in that zone across the city. So, in mixed use community, which I'm using as an example today. The report has all the different mixed use zones there. So, for mixed use community it's 27 percent remain -- it has 27 percent remaining undeveloped land. It is 45 percent nonresidential and 28 percent residential and the -- it's in ballpark range of the target land use ratios from my perspective. The remaining undeveloped land is quite low, so you would expect to see that these totals would -- would closer reflect the ideal -- the target land use ratio. When you look at the right-hand column, that's the three year impact trend. So, those are entitlements from 2018 to 2020. So, over the last three years there has been 223 acres entitled in that zone and 43 percent of that was commercial, 47 percent of that was residential and ten percent of that was mixed commercial. So, if you remember here, it -- the -- this table asked to produce a certain percentage of office land in your mixed use area. So, oftentimes in the city commercial office land is mixed, so I called that mixed commercial. So, anything that had some sort of office space for either a small business or a doctor's office, something like that, I put it into that category. So, when I look at this series of graphs what I see is -- is that, you know, the percentage of nonresidential land to residential land is not -- is not very much off the target. However, when you look at what's been entitled in the last three years, your mixed commercial, the places that you really think that your family wage job opportunities are going to come is quite low and if it was low in the last three years, it's likely that there has been some -- that low cases in the last years before the -- before the last three years that I'm analyzing. So, I would look into the percentage of nonresidential land and really understand what kind of commercial opportunities we are providing our residents in these mixed use areas. Okay. Oh. And the other point I wanted to make here is that these kinds of broad scale analyses for mixed use areas are important, because they tell you how close you are getting to the target ratio. However, they are not telling you if residents can live, work, and shop in a close area. So, you can only do that through a case study analysis. So, I looked at two different cases in the city. One on Eagle and Overland and one on Eagle and Ustick. So, the mixed use area on Eagle and Ustick is 42 percent parking and roads and that number is a little bit low, because the Villa Sport and the commercial area that's adjacent to the Villa Sport has not been developed yet, so I wasn't able to calculate the parking spaces in that area. So, it's -- it's really likely half of this mixed use area is parking and the mixed use area is larger than the portion I analyzed. But, again, I was -- I was working with the close geographic area definition. So, I just want to note that. The other thing in this case study that I wanted to note is that commercial services are likely where you are going to find your family wage job

opportunities, but when you compare that to commercial services, as well as the parking, that takes up a large portion of this mixed use area. I think that -- that job opportunity may be lacking in this mixed use area and the parking really breaks up the conductivity. So, it's -- it's difficult for -- for residents on a hot summer day to traverse across an asphalt area to get to their shopping destinations. So, those are the kind of two barriers I see in this case study. So, another case study I looked at was Eagle and Overland. So, on Eagle and Overland I really think that this is a well developed mixed use area. There is a lot of exciting developments going in and great job opportunities with Norco and ICCU and other catalyst projects going in and this -- residential percentages are -- is high right now, largely because there is a lot of old farmhouses in that area, so -- so, that may change in the future, so -- because ICCU and Norco are going in there was an opportunity for residential development to go in, too, and I know that there has been a proposal for potentially 360 new apartment units going in off Overland and really well developed. I think that, really, the biggest barrier here to better develop this mixed use area would be -- would be traffic. That it's probably the biggest area to connectivity in this case. So, the key takeaway from this mixed use area -- or all mixed use areas is really that each mixed use area has its own set of challenges to -- in order to get to the goal of living, shopping, and working in a close geographic area. So, I -- the biggest take away from me was that it's always important to contextualize development in mixed use areas, because, again, there -- there are unique challenges to each area. So, I hope that kind of was clear and I will stand for any questions if you have any. Thank you.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Perreault. Welcome back, Council Woman Perreault.

Perreault: Thank you very much. Thank you for your presentation. You are a fantastic public speaker.

Klopfenstein: Oh, thank you.

Perreault: Very much appreciate it. I love -- I love this data. This would be helpful really for every one of our land use applications to have this big picture idea, especially with the mixed use as it relates to the -- you know, the entire geographic location. But one thing I was going to recommend, if -- I don't know if you are continuing work with this project, but one thing that would have been helpful is to see what the percentage of the entire -- so, when you were breaking down where -- you know, what -- what was ideal and, then, what we actually approved as far as industrial, commercial -- not with a mixed use, but -- but the slides before that. What's the percentage of our entire industrial. In other words, we lost so many acres in industrial -- times 61 acres, what -- what -- what percentage is 61 of the entire amount of industrial in the City of Meridian and I think that statistic would also help, so that we -- you know, because, obviously, we are going to -- we have quite a bit more residential, so if we have -- if we lose 150 acres of residential, well, that's a much smaller percentage of our total residential, whereas 61 acres of industrial might be a much

larger percentage of our total industrial. So, that stat would -- would be really helpful, too.

Klopfenstein: Yeah.

Perreault: And -- but thank you very much for doing this. This is -- this is fantastic. It's very -- very insightful.

Klopfenstein: Yeah. And to answer your question, I'm not sure if Brian has something that he would like to say, but I want to say that the land use report does have that data in graph format. Yes. Okay.

Strader: Council Woman Strader.

Strader: Lila, thank you. I was so floored by your report. It was like a bombshell. Honestly. I think it was great. It was very independent and I thought it gave us a really critical look at what we are doing and the decisions that we are making and I think it's an opportunity for us to really like collectively take a look at what can we do to help bolster our family wage job zones and how can we take a look at our storage -- where it's happening. This is amazing and I appreciate all your work on it. I appreciate planning for bringing it forward. But I think it's important for us to all take -- take this to heart and I would love to see some future recommendations to address some of the things that came up in the report. Personally I thought it was very insightful and I appreciate your work on it.

Klopfenstein: Thank you so much.

Simison: And if I can just piggyback on that, because one of my questions for staff moving forward is are there policy-related decisions that we can make for our residential that would reduce the need for the storage units, you know, as compared to what New York City did with high regulations or Nampa with moratorium, you know, is there something we are missing for our residential component or do people here just have too many motorcycles, boats, ATVs, UTVs that, quite frankly, they are going to use the space no matter how it is provided on their property. That may be unique to Idaho that we can't create properties big -- but that -- that was at least one of my questions from a policy standpoint is can you really address that through our residential standards or not. Maybe not, so -- no -- no -- no question other than thank you and very thought provoking.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I may -- may dovetail on that, because, Lila, the presentation was great that you provided the amount of historical analysis. The case studies I thought were very eye opening. There were some observations made, but it fell short of making recommendations and I'm just curious -- you have got a magic wand, what are the recommendations you would make to us as a result of the data that you so eloquently

shared with us today?

Klopfenstein: Oh, that's a good question. So, I -- I, obviously, am very aware that, you know, this is -- this is a three month project for me, so -- so, you know, I may have blind spots, so I wanted to go into it with that -- that understanding. Thankfully the planning staff has been just really incredible and helped me through this process. I think probably first and foremost just -- I think this kind of analysis is really easy to understand as a resident. I mean it's difficult to understand what zones mean and -- and that -- that was a big learning barrier for me in the first month, so -- so, having a little bit more accessibility to the data and, then, continuing the research -- kind of a case study type research I think would be helpful from -- I mean I'm speaking from a resident's point of view right now, but, yeah, that's probably just the main thing I have right now unless -- yeah. So, we will leave it there. Thank you.

Simison: Appreciate you being here.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Do you think that we have -- do you think we have data from your work that would help us answer the question as to the mixed use areas? I think that was really insightful what you provided and sometimes what we struggle with in those larger areas -- and your two case studies are good examples of it -- is the sequence at which different land uses come on board and it seems like we might have the data that would help us understand for a larger mixed use community area when we entitle part of it as a certain land use that -- that we could use your expected ratios of the various land uses in the mixed use region as a whole and, for example, if it's a hundred acres and you have entitled 60 acres utilizing this one land use -- or these two land uses, that in order to return back to the ratios that we want for the mixed use region as a whole, the remaining property needs to be more focused on commercial, less residential, somehow utilizing the ratios that you have described, because we really wrestled with that. Folks will come in as the first and, you know, it's a classic residential is the one we see most and they, in essence, kind of gobble up that percentage of expected residential, which sort of hamstrings -- if we are going to be consistent to our ultimate goal -- hamstrings our ability to really treat the remaining portions as mixed use, they are sort of stuck with what's left, so --

Klopfenstein: Yeah. I will say that I tried to take a stab at your question. I was wondering if you had larger developments would they provide more commercial land or at least like a -- more even distribution. I don't think I really got an answer to that. I tried to answer that question and I -- and I can't say I came to any conclusive results. I think there would need to be more data to come to -- to an answer, but -- but I did have the same kind of thought that you did there.

Borton: So, if I could real quick follow up on that. Eagle-Overland was a good example where you probably have the data that says in order to return to what we want to be the

distribution of land uses here, the remaining unentitled property needs to be, you know, 70-30 commercial in order to end up at, you know, 40-30 -- the anticipated ultimate ratios. So, to Councilman Cavener's question -- maybe there is some data that can help us when we are considering applications for the remaining acreage.

Klopfenstein: Yeah. I will let Brian tackle this question.

Borton: Yeah. I think your data gets us there, though.

Klopfenstein: Okay.

Borton: It does.

Klopfenstein: That's good to know.

McClure: Mr. Mayor, Councilman Borton, I think Lila has presented an excellent template that the staff can use moving forward for providing a bigger picture snapshot of what you are looking at when you are looking at smaller entitlements within mixed use areas. So, yes, the -- Lila's -- Lila's analysis here was three years, 2018 to 2020, so there is not a lot of time there for the lens of -- some of our mixed use areas have been developing for decades. So, we don't have that for this necessarily city wide analysis, but I think we can look at that in silos for individual areas and mixed use through individual entitlements moving forward. Certainly it's feasible anyways.

Borton: Sure. That would be a great tool.

Simison: Lila -- and I don't know if -- unless I missed it or didn't understand it, but when we looked at the breakdown percentages that you provided, but when you did -- when you did focus in on those two areas we had parking and street. Is there a reason why that wasn't assigned to the appropriate residential or commercial area, because there is no parking in street that I saw in the -- you know, identified in the previous chart. So, if you reallocated that how would that have changed those numbers?

Klopfenstein: Well, when you look at it you can't find that, so what I did is I went through and I clicked and I calculated the -- the area manually, so -- and, again, there is no way to -- like the ICCU Norco property -- or developments that are multi-story. So, I think that's another thing that's not captured when you are just looking at zones, what's commercial, what's not, because those -- those multi-story buildings are going to provide so much more retail opportunities, as well as job opportunities than the single story that you see in the case study one.

McClure: Mr. Mayor, just to understate the amount of work that Lila did here, as she says she had to do that -- a lot of that manually. When we do a large entitlement process we typically get -- we will get the number of residential units they want to do, because that's the first thing they are going to do. The commercial layout, the commercial design, all that usually comes later and it just sort of happens through very incremental, much

smaller changes over a longer period of time and so we don't -- we don't collect a lot of that within the development process currently. It was a very manual process that she did to get that information.

Simison: I guess my point -- I assume that some of that parking should have been reallocated to a commercial or resident number to bring up those to an appropriate -- because parking is required in your residential, just like your parking is required in your commercial, we don't -- we have the -- in the chart we don't say 40 percent of your project should be roads and parking, otherwise, it would skew those. So, again, if we are going to look at it and apply it, either account for that somehow into the residential, commercial, but I completely understand, square footage here versus -- versus vertical impacts everything in what your numbers ultimately are, so --

McClure: I take your point and I -- sorry.

Hoaglund: Mr. Mayor?

Simison: But for the future if there is value. Councilman Hoaglund.

Hoaglund: Yeah, Mr. Mayor. Lila, thanks for your presentation. Very useful and just in kind of an observation, you know, and you gave the example of the CUPs in industrial zones and industrial zones to me are the places where we make stuff. I mean that they are job creators. Can be a little messy, a little out, but you need those areas, because people are creating and it's, you know, a value added to the community and jobs and products and so with those CUPs I was just kind of wondering is -- is that -- those facilities are very large and they fit from a structure standpoint in industrial area, but, yet, do we allow them to go there, because while they fit from a look perspective and it might be easier to do it there than if they go into mixed commercial and mixed use, because while they really don't fit the look and feel of those areas, so it's just one of those observations that you go, uh, we will have to kind of watch for that to see if that's part of that process. Of course, location always plays into most everything people want to do and be in the right location and traffic plans and whatnot, but -- so, that was interesting to see that and kind of think about maybe we have to pay attention to that -- that are we making it too difficult for large structural facilities to go into some of these mixed use areas, because they don't fit from an aesthetic process. So, anyway, something to think about.

Klopfenstein: Yeah. Thank you very much for your point.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: On the mixed use point, it didn't really make me worry, to be honest, like that section especially, just -- are we missing something when we are looking at applications that's qualitative in nature, you know, is there a way to -- to try to dig into more analytically what does that live, work, and play philosophy need to look like. It's hard, because it's

something that, you know, you -- you could point out like, for example, if a huge proportion of a project ends up being parking and asphalt, sure, how does that create an integrated set of uses; right? It's hard. Every project is different, so I guess it -- it just was food for thought. It's something to contemplate maybe a little bit more if we are missing something on the mixed use.

McClure: Mr. Mayor, Council Woman Strader and, then, Councilman Hoaglund, you guys sort of have the same point, but just for consideration when was the last time we had a development application for a commercial project in a mixed use area that showed a secondary or tertiary location for some of those lesser gyms, daycares. When was the last time you saw an application that didn't have a pad site or a power center on it. We don't -- we don't get those spaces when we do those entitlement periods and so you never see those areas in there and so we had no place to go but through an industrial section. You're absolutely right, though.

Simison: Council, any further questions? Well, thank you very much. A fine product of West Ada School District. I think your mom and dad would be proud.

Klopfenstein: Yeah. Thank you so much for your time. This is -- this was enjoyable. Thank you.

17. Community Development Department: Fiscal Year 2021 Budget Amendment in the Amount of \$37,700.00 for Professional Services Related to the Creation of the Linder Urban Renewal District

Simison: Thank you. With that we will move on to Item 17, which is a Community Development Department -- Community Development Department Fiscal Year 2021 Budget Amendment in the amount of 37,700 for professional services related to the creation of the Linder Urban Renewal District. Cameron, you are going to talk about both 17 and 18 together?

Arial: Yes. Thank you, Mr. Mayor. Yes, we will address both of them together. Would like to just take the opportunity to publicly thank Lila for her efforts. It was a pleasure working with her and I think we all benefited from -- from her efforts. So, Mr. Mayor, Members of Council, always a pleasure to be with you. This is just a quick budget amendment to fund the -- the needed costs for the Linder District, which its primary purpose is the Linder overpass and the funding of that and, then, of course, the attaching or attending MLA, is for a reimbursement agreement with MDC. So, in a nutshell, that is -- that is what is before you and certainly can talk to any other -- the details that are in the memo, but that is it. Short and sweet.

Simison: Council, questions for Cameron? Okay. Short and sweet it was.

Arial: Thank you.

Simison: So, with that do I have a motion? It could be Mr. Borton still.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I move that we approve the fiscal year 2021 budget amendment in the amount of 37,700 for professional services related to the creation of the Linder Urban Renewal District.

Hoaglund: Second the motion.

Simison: I have a motion and a second. Is there discussion on the motion? If not, the Clerk will call the roll.

Roll call: Borton, abstain; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, yea.

Simison: All ayes. Motion carries.

MOTION CARRIED: FOUR AYES. ONE ABSTAIN. ONE ABSENT.

18. Community Development Department: Memorandum of Agreement and Amended Memorandum of Agreement Between the City of Meridian and Meridian Development Corporation for Cost Sharing for Urban Renewal District Creation

Simison: Item 18 -- I don't know, Tori, if there is anything you want to add regarding that or not.

Cleary: Mr. Mayor, Members of the Council, I will just provide a little clarity as to why there is an initial MLA that you have to approve and an amended MLA. When MDC first took this to their board for approval we were considering some other areas that the city would maybe be reimbursing a portion of those professional services costs for and since that time we received some updated direction and pulled those areas out and so the city will no longer be paying for those. All the city's expenses will be related strictly with the Linder district and MDC will be covering all other URD actions and research related to those upcoming actions.

Simison: Thank you. Council, any questions? Okay. Thank you very much.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: For clarification, we can approve both the agreement and the amendment in the same action? Okay. Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move that we approve the MLA for the City of Meridian and the Meridian Development Corporation for cost sharing of the urban renewal district.

Hoaglun: Second the motion.

Simison: I have a motion and a second to approve the MOA. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it.

Cavener: Mr. Mayor?

Borton: Oh, sorry. I apologize. Abstain from that as well.

Simison: Okay. Mr. Borton abstained. Noted for the record.

MOTION CARRIED: FOUR AYES. ONE ABSTAIN. ONE ABSENT.

Simison: Councilman Cavener.

Cavener: Thank you, Mr. Mayor. I move that we approve the amended MOA for the City of Meridian and the Meridian Development Corporation for cost sharing for the urban renewal district creation.

Hoaglun: Second the motion.

Simison: Have a motion and a second for the amendment MOA -- the MOA amended. Is there any discussion? If not, all those in favor signify by saying aye. Opposed nay. Abstentions?

Borton: Abstain.

Simison: Mr. Borton abstains. Motion carries. Thank you very much. Enjoy your evening.

MOTION CARRIED: FOUR AYES. ONE ABSTAIN. ONE ABSENT.

19. Parks and Recreation Department: Lakeview Golf Club Operations Update and Fiscal Year 2022 Budget Discussion

Simison: Next up will be our Parks and Recreation Department Lakeview Golf Club Operations Update and Fiscal Year FY-22 Budget Discussion. Getting a preview of next week. Mr. Barton.

Barton: Good afternoon, Mr. Mayor and Council Members. Thank you for the opportunity this afternoon to talk to you about Lakeview Golf Club operations. I know there has been

several e-mails that you all get and with -- with people that have questions and, hopefully, we can shed some light on some of those, as well as some of the challenges going forward and the FY-22 operating budget as well. So, basically, the operating structure that we have currently is three -- three people. Ryan Roberts is the general manager. I was going to try to have Ryan attend the meeting tonight, so I don't know if you have had a chance to place a name with a face, but he is currently teaching some golf lessons right now, so he's -- he's out there doing what he's supposed to be doing and that's -- that's what we like. Yeah. And he's making money. So, that's good. Matt Allen with KemperSports was going to be on the call as well, but he is kind of -- he is on vacation right now. He just got done coordinating a PGA tournament at Bandon Dunes, which was a junior four ball tournament championship. So, he kind of scheduled some time off. So, anyway, things didn't align. And, of course, I'm here. So, between the three of us we talk regularly and that's our current operating structure. So, roles and responsibilities. And I'm not going to read the entire list, but you can kind of see that Ryan Roberts, as the general manager -- one of the -- the most important thing that Ryan does is manage the day-to-day operations of the golf course. He is the guy on site that is accountable to the customers. He makes sure -- he makes sure that the doors are open in the morning, that things are closed. He collects the daily receipts, makes bank deposits, all those things that, you know, the guy -- the lead person on -- on site would do and there is -- there is a hierarchy amongst the staff. There is a -- Ryan has an assistant that's a -- he has a manager title, but Chris Cooney and, then, of course, we have a new superintendent that we hired that will lead the maintenance operation. We have had that vacancy since April 9th and we have just filled that. So, that's -- that's really what Ryan does is he is the day-to-day guy who is on site. Matt Allen with KemperSports -- I know there was a lot of questions at the town hall with, you know, what does -- what does Kemper do and, really, in a nutshell, the important thing that Kemper does for the city is ensure accountability with the cash handling, bank reconciliation, financial reporting, associated with the funds that we have placed in those operating accounts and the funds that we collect as revenue at the golf course and the expenses that are paid. So, they are the ones that are accountable for that financial reporting, but it needs to be done in such a way that a municipal auditor can sign off on it. But, then, as you go down the -- down the list of other things, you know, Kemper acts as the employee, does the HR, manages the vendor accounts, maintains the licenses, insurance, prepares the budget, which we will talk about here in a little bit and, then, the financial records that -- invoices, deposits, you know, the reconciliation that -- that you all get monthly, we get a monthly report of the financial health of the business and, then, we disseminate that out to City Council Members and the Mayor. And then -- and, then, one thing that's very important to us is they do act as a consultant to the owner. So, they -- they manage over 70 municipal golf courses across the country, so -- and that's -- those are just municipal courses, so they have an equal number of private courses as well. So, as far as -- I mean they are a wealth of experience and, you know, when it comes to operations and -- they really know what they are doing. And, then, as far as what -- what we do is, you know, one of the most important things I think that we do is that we provide the Lakeview customers a direct contact with city staff and I know that what we have heard and what's been communicated through our surveys and the master plan is that some of the previous conditions out there where customers would come to management with an issue or something, a question that they were fairly

dismissive and, you know, honestly, that's not what we -- that's not what we are about. That's not our CARE values. If somebody comes to us with a question or a complaint or an issue, we may -- we may not be able to tell them what they want to hear, but we will always call them back and we will always have a conversation with them. So, along with the other list of items that you can see, you know, I feel that the most important thing we -- that we do as a department is to provide that contact with city staff to the customers and we get a fair amount of calls. I mean I think that over time as things progressed that there may be fewer of those calls, but right now there is -- out of the blue two, three, four a week that require follow up and I know, Mr. Mayor, your office gets a few and we get several to -- you know, a handful a week in our department, so -- some of the accomplishments that we have worked on over the last seven months is we have completed the transition, we have retained the existing staff, which was very important. We did have some go just through transition and they found different opportunities, but I think that's going to happen with any business at any time, regardless of whether it's transitioning or not. There is going to be some turnover. There has been several deferred maintenance and capital items. We all know -- you have heard stories about deferred capital investment, but there is a significant amount of deferred maintenance as well. Everything from parking lot maintenance to electrical outlets that were -- you know, the GFCIs weren't tripping causing a safety issue. I mean we have gone through the place and -- and there is -- there is more to do, obviously. But we are trying to be fuel efficient with the money that we have and taking care of the worst items and, obviously, the safety issues are first -- are first priority. I mentioned the new superintendent that's going to start next Monday. The course improvements -- you know, we verified, we have -- we have done some things that we can do short of heavy maintenance or capital investment to improve course conditions. We want to -- we want it to play as well as we can, because we want to be able to compete for that daily fee market. I mean we know that the residents in the area are very loyal to the course through our surveys and conversations, but we want to -- we want to start to compete beyond that square mile and one of the things we can do is keep the course in as good of condition as we possibly can without making those upgrades and we know that we do have some items that are in the CFP for future years that -- for upgrades. We have talked about them and we will talk about -- we will talk more about them next Tuesday at budget hearings and beyond. So, that will help as well. And one of the -- one of the main things is that we have increased communication between the operation and the customers. Ryan Roberts has started meeting with the men's and women's association weekly now. Those are the people that are very loyal to the golf course and we may not have an update for him, but he has made himself available to answer questions and, you know, it's -- it's -- we have heard all sorts of rumors that this is going to happen and that's going to happen and the best thing we can do is communicate as often as possible and with as many people as we possibly can, so we reach those -- those groups on a weekly basis. We also have been putting NextDoor posts out at the direction of the Mayor's office. We have -- our volunteer coordinator Chelsea has started a golf marshals program at the course, that the golf marshals can get a golf benefit for volunteering -- well, it's not volunteering, but it is. But they get a golf benefit and -- and there has been -- and they -- they will put out a consistent message -- message and help with some of the communication as well. One of the things that you know we have been working on is the master plan and we -- we have a draft -- received

a draft CIP that we have -- or draft -- actually, a draft report -- the whole report that we are going through and we will request -- we will put our comments back into the National Golf Foundation, they will clean it up and, then, that will be distributed to you all for consumption and comment here shortly. The other thing that we have is the draft CIP that's ready for consumption and it is -- it is a draft and like we have talked about before, there is things that we have to have and there is things that, you know, we should have and, then, there is this other list that -- things that would be nice to have and, obviously, budgets are very tight and we have -- like I said, we are -- we are as fuel efficient as we possibly can and, honestly, the -- we appreciate them bringing up the nice to have items, but, realistically, those are so far in the future, if at all, that -- it's good to get on the list, though. Well, that will be -- that will be coming out. Steve's going to send those out -- the draft CIP with a memo later this week I believe.

Siddoway: Yeah.

Barton: So, some of the challenges that we -- we have. Food and beverage is a challenge. You know, we have all heard stories about how the labor market has conspired against the hospitality industry and restaurants in particular. We continue to recruit staff, but the staff that come in we -- we get -- we get an applicant and, honestly, all applicants we -- we interview. When we interview them they come in and the posting says 15 to 18 dollars an hour. They come in and they want 25 dollars an hour and it's 20 to 25 dollars an hour, because they know that -- that they can -- if it's not Lakeview it's somewhere else that may be willing to pay him and Lakeview golf course, honestly, is not a destination restaurant. It's there to serve golfers and it really is -- they are currently serving the neighborhood. We feel that it's important to get it operating beyond what it is right now. What it is right now is we offer turn stand food offerings, premade sandwiches, wraps, dogs, packaged snacks. We still have a full offering of beverages and just tonight we -- you know, historically we have done Taco Tuesdays out there, which everybody -- it's really popular, so we have Tony's Taco Truck is out on site tonight for the first night where we are hoping that they will come back for Friday and Saturday and until we can get the labor market to stabilize and to stabilize the operation, we think that -- to have those turn stand offerings for food for golfers, full beverages, and, then, special events have food trucks. We think that's a pretty good model, because, honestly, we can't pay somebody 25 dollars an hour and have the redundancy on site that we need for the busy times, because if you go there on a Wednesday afternoon at 3:00 o'clock and there is one or two people there, we can't have two -- we can't have two cooks in the kitchen working with nothing to do, but we need those people there for the times that it's busy.

Simison: Council Woman Strader.

Strader: Thanks. Just want to jump in, because it seems like a hot topic. I mean the restaurant industry is notorious for being a very difficult, low margin business. You have to control a lot of inventory. You can't afford to pay people. I totally understand the challenges. My question to you is are we considering outsourcing that to another provider? I don't know what the providers are like in this market. In other markets I have lived there are very high end companies that you could outsource that to. Is that

something that we are considering?

Barton: Yeah. That's a great question, Mr. Mayor and Council Woman Strader. When we initially were contemplating the -- the transition and we thought that the staff was going to be city staff and we thought, oh, my gosh, we have no experience -- absolutely no experience in a restaurant, but what do we do? I have an RFP that's written, ready to go, that we could advertise to try to get a concessionaire in there. Right now I don't -- I -- I am not sure -- you know, if we get any favorable responses, because people are in the -- kind of in the same boat we are, maybe to a lesser extent, because they are not as sequestered inside that neighborhood, where if you have a location on Eagle Road you may have a little better chance at drawing visitors or patrons in there. But it's definitely -- it's been on our mind and I think as we go forward and come to you and present the findings of the master plan and we determine a model for long-term operation, that I think that's one of the considerations that we should have.

Simison: You took the words out of my mouth. Long term operation model to be developed and discussed.

Barton: Yeah.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: And along those lines -- and I know you are not done with your presentation yet, but now that we have had the course for a few months -- and I know it's been a unique time to try to track, you know, visitors to the -- to the restaurant, but do we have a good idea of, you know, the population of people that are coming through and whether -- and -- and -- and what kind of staffing we actually need now in relationship to maybe what it was like potentially pre-COVID or, you know, summer versus winter, do you feel like that -- has Kemper been able to help with that or -- I mean as you are drafting this RFP do we really have a good sense of what we need now, because I knew a lot of that -- a lot of that information we didn't have from the prior operator.

Barton: Yeah. Mr. Mayor, Council Woman Perreault, that's another great question. We -- we don't have finance -- we -- well, we have a little bit of financial history from the previous operator. The previous operator stated in that financial history that we did get that food and beverage operation lost 25,000 dollars and that in 2019. So, last year was COVID. We know that we have tried to run the kitchen with minimal staffing. Didn't have good result, because they were quickly overwhelmed and we had somebody walk out halfway through prime rib night and Ryan Roberts and some of the wait staff jumped in the kitchen and took over and finished it off. So, we need to -- we know that we really -- I think we really need to have a plan to -- to change the hours of operation that we have. Before it was seven days a week serving breakfast all the way until closing and closing would vary depending on how busy it was. We can't do that. There just isn't -- right now in this inflationary -- the inflationary pressures that we have right now just with the cost of

goods and the cost of labor, it has changed so much since 2019 that I don't see us going back to that model, but can we be open Thursday, Friday, Saturday, Sunday and serve hot food? Absolutely.

Perreault: Mr. Mayor, follow up.

Simison: And just to anybody who is watching this from Lakeview or anyplace else, no decisions have been made. They are just theoretical comments for things to be considered as we move forward. Council Woman Perreault.

Perreault: Is that information that you would need in order to -- to interview and hire a concessionaire? Would you need to know just approximately how many people were serving. This was -- obviously we would need to know the hours. So, until you have that data can we even be having conversations about talking to an outside company to come in and take over service?

Barton: Great -- great question and we -- we need that information and we would have to put that together, you know, as well as this is how much volume it does and expectations of hours of operation and here is how many staff we need and -- yeah, the RFP that I wrote was -- was pretty good, but it didn't have that and we would absolutely need that.

Simison: And if I could just add a little to that. I think the difficult challenge that we are going to have is if you look at COVID and you look at the -- we have been shut down because we didn't have staff to even offer food. It's hard to get a good baseline or assumptions throughout all this and so while these are great conversations to have, we may not be able to provide this information for a year after we really get a labor market maybe reestablished if we -- if we see that in the next three months I don't know -- so that -- while Mike is telling you this to give you a preview, I'm going to continue to ask for latitude from the Council for us to get enough data to even go and find someone in a reasonable fashion once those decisions can be made, whatever they are from that standpoint. But Council Woman Perreault.

Perreault: Thank you. So, can Kemper help with that in terms of -- obviously, if they are managing multiple courses -- municipal courses around the country can they tell us a guideline of this is ideally how many -- you know, how many people you would have through the door on -- on any given -- and can they share with us information about what other municipal courses are doing? Are they having the same labor challenges? This is happening nationwide. So, they are having the same challenges? What are those courses doing? Can you give me guidance from them on that at all?

Barton: Yeah. Mr. Mayor, Council -- Council Woman Perreault, they can and they are having those challenges nationwide. I think that some of the best points of reference might be some of the other local municipal courses and what offerings they have and they really cater to golfers for the most part. If you go to Centennial Golf Course they -- they have only turn stand food and canned beverages. That's it. I know in Boise Quail -- Quail

Hollow has a restaurant where you can get hot food, but they are only open from April until October sometime. Warm Springs has turn stand like a concession stand type thing and I know that people expect more than that, so I guess we are not ready to make a decision yet. We are actively hiring for the kitchen. We are hoping that the labor market stabilizes. We are hoping that the industry as a whole stabilizes going forward. But I wanted to let you know that we are doing all we can to offer full beverages, food trucks, food for golfers, that sort of thing.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just -- I just want to say I'm sorry if I led us down a rabbit hole. Truly, because you are doing the right thing, you are focusing on, first and foremost, making sure the golf course works well, making sure we are providing great customer service, all these decisions on outsourcing or not outsourcing and all that stuff will -- will come later, it's just something to think about. I don't think Council expects you to have the answers to those questions. But I appreciate what you are doing with the customers, repairing those relationships that need to be repaired and, frankly, just focusing on the fundamentals and we will get there. So, I just wanted to say that, because I'm sorry if I led -- I led us down a little bit of a tangent and I didn't mean to do that.

Simison: Good Conversation.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Quick question, Mike. Looking at the things that you are in charge of, I know you had a full-time job before. So, who is doing that one?

Simison: We are working on it.

Hoaglun: Okay.

Simison: We are working on it.

Barton: Yep. We are -- it's -- it's fun.

Simison: We need to -- with what we have on the horizon for the Parks Department -- again, there are needs throughout the city and this could be one more, even if you look at what Mike's roles and responsibilities are, it would be potentially Discovery Park, Community Center, those conversations. Golf course. Pool. You can see that there are likely additional staffing needs to balance out where we go one way or the other in the Parks and Recreation Department and for Mike's sanity. He wants to golf there, not just work there.

Perreault: Mr. Mayor?

Barton: And, Mr. Mayor, actually I did two weeks ago. And it was fun. It was good.

Simison: Council Woman Perreault.

Perreault: I appreciate Council Woman Strader's apology, but I think it is good for us to have this conversation to the extent that we are going into the really heavy season of the course and I think this summer is going to be really telling for us from a budget standpoint and from the decisions we will be making for the rest of the year as a Council. So, I think these detailed conversations are a good thing, even though there aren't decisions being made today, because this is one of our biggest assets. So, I appreciate these detailed conversations as liaison to Parks and Rec, so just to put that out there.

Barton: Mr. Mayor and Council, so moving on, you know, some other challenges -- the deferred maintenance, we have talked about that and we know all about that, but we really wanted to bring forward conversation about the FY-22 operating budget that was put together by KemperSports and let you know that one of the things that we did is we wanted them to bring forward a conservative revenue budget and budget worst case for the unknown of expenses and a result of that -- as a result of that direction they put together a budget that has a 240,000 dollar operating loss. But for -- just for context, the -- the revenue in April is 26,000 dollars -- just for April is 26,000 dollars higher than the FY-22 budget that we put together. So, again, we wanted to be conservative with the revenue, because we don't have reliable financial history. We know that in some regards 2020 was during COVID. The golf industry as a whole saw a pretty sizable bump in play and we -- we drew back -- we drew back down on that. So, the -- FYI for 2019 there was approximately 30,000 rounds and last year there was 39,000 rounds, so pretty good revenue and it doesn't mean -- so, that is -- that's conservative. We don't want to stand here and tell you that everything is going to -- we are making a ton of money and, then, fall short of that. We want to manage expectations. We want you to have information that you need to prepare for when -- maybe what the worst case scenario is and I mean if we did have really reliable history we could have a handle on what the income is, what the revenue is and what the expenses are. The way we had to come up with the -- on the expense side was benchmarking from our neighbors in Nampa and Boise to see what their municipal golf courses cost.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Actually, I wanted to ask a little bit -- you know, I saw that 11 percent drop in rounds -- sort of conservative estimate that, you know -- I mean this COVID bump was kind of a one-time thing, but I mean on the other hand I would say, you know, new investments in the golf course should drive increased demand. Better customer service should drive increased demand. I mean is that really where the down side case -- if -- if revenue stays flat -- if we had golfing at the same amount of rounds as we are seeing

now in April, and carry that forward seasonally, will we still be looking at a 250,000 dollar deficit or do we have some upside -- what kind of upside do we have on that number?

Barton: Yeah. That's a good question. I just -- my personal opinion I think there is tremendous upside. I think April has proved that, because we are -- we have forecasted, like I said, it was a conservative estimate for revenue and April was 24,000 dollars higher in revenue just for one month.

Strader: It's -- sorry. Mr. Mayor?

Simison: Council Woman Strader.

Strader: It's really encouraging; right? I mean just based on those -- the most recent results. So, let's -- let's hope that that's more of a downside scenario. I appreciate you want to be conservative. I get it. You want to, you know, over deliver and -- and everything, but it did seem really, really, really conservative.

Simison: Council Woman Strader, I agree with you, just so you know. I mean I had a real struggle with the number, but I'm going with it since we don't have data in -- in other words and I -- I firmly believe the previous operator did not suffer that kind of a loss. Couldn't have done it for ten years and stayed in business, regardless of wearing the same pair of shoes and running the kitchen themselves. There are other costs that have had to be increased through Kemper in order just to have labor there now. So, there are some additional costs. But, again, one year conservative estimate, but if this was going to be the ongoing expectations, we have lot bigger conversations. Mr. Siddoway.

Siddoway: Mayor, Members of the Council, Council Woman Strader, the one piece of context that I wanted to add -- because I -- I am fairly comfortable with that number and I don't know that it's overly conservative, because let's not forget we are talking '22 and we plan to have the golf course torn up for irrigation improvements for part of that year. So, that will have an impact on the number of rounds that -- that can and will be played. So, I don't know what that impact will be standing here now, but it will have an impact.

Simison: Got to invest before it can get better. We know that.

Barton: That's -- that's -- to that point, one of the -- one of the key findings of the master plan is that we need to do -- we need to advertise outside the square mile area that it currently draws from and -- and create more of a destination and that's going to be better playing conditions and we can't do that now, because we don't want to invite people there only to be disappointed. Let's get it fixed.

Simison: Council, I know you didn't see it to the -- the operating room recommendations, but I think we have covered them from that standpoint. Any additional questions for Mike or Steve at this point in time on what we are -- what you will be seeing next week? Okay.

Barton: Thank you.

20. Mayor's Office: Strategic Plan Update

Simison: Thanks, Mike. Council, do we want to take a quick break before we get into the last time. I know Vincent doesn't plan to be long. I don't know how long you all plan on being with Vincent. Vincent, go ahead and come on up. With that, Item 20, Mayor's Office Strategic Plan Update.

Koontz: I was going to say good afternoon, but it's good evening. Mr. Mayor, Members of Council, I'm here to discuss the implementation and execution of our adopted strategic plan and this is a follow-up to when we adopted our focus areas and goals back in December. I committed to you that I would share with our -- with you our strategies and -- that would be helping to define the work of our strategic plan. I sent you a memo a couple of weeks ago that was full of great information and strategies, as well as some of the information about the next steps and with that I will talk about some of our agenda. I did -- I did find it a little serendipitous that we talked about some of the strategies in the items that preceded me, so -- in the strategic plan. So, with that I will talk a little more about the agenda. So, tonight I will be talking with you about how we will continue to execute and implement our plan. I will communicate and engage with you and our citizens in the future and how we will be accountable and share results with our community. So, a brief recap of what occurred when we last talked about the strategic plan. During 2020 our city leadership developed and our Council adopted our 2021 to 2025 strategic plan, which consisted of our vision, mission, focus areas and goals. With that clear direction in January of 2021 our departments began to brainstorm the work that will allow us to accomplish our goals, through the strategies that I have shared with you. Those strategy have been -- strategies have been reviewed by our director team and Mayor Simison and have now been completed. A little about the plan execution. So, developing strategies and tactics will define the work that will occur over the next one to five years of the plan. The strategies that our departments were empowered to develop will represent the broad work that will occur to accomplish our strategic goals. Yearly we will review and revise our strategies to stay flexible and nimble, which is one of the -- one of the changes that we wanted to have happen with this -- with this new plan. The tactics that will be completed, which are in progress with departments and will be in progress with City Council, are the specific actions that our staff will take, along with the anticipated timelines and measurements of success for the plan. Our tactics will really make up the bulk of the work in the plan and will really make our plan come to life through the actions and activities of the strategic plan. This will empower departments, our City Council, our teams to tie the work directly to the plan, because they are the ones that are creating it and how will we keep City Council to continue to be involved. As we have developed the plan I have taken feedback from City Council, as well as departments on work that will require action from Council. There are several topics that I will work with the Council body to brainstorm, explore, and create tactics, just as the departments are doing right now. The tactics of interest are highlighted in the slide and are aligned with the strategies that were created. Departments will also collaborate with City Council on the direction on programs to support our plan's goals and strategies. They will come to you to support the requests on budget, policy, and code, which are all aligned with the work they will do and the dollars we appropriate to support the adopted plan. We want and need our City Council to be

active and engaged in the execution of our plan and as part of my effort to stay -- to keep the plan moving, continuously improve and being flexible and to keep the lines of communication open, you have a commitment for me that I will communicate to Council through key quarterly updates via memo. You have already seen one of those. Commitment to communicate bi-annually via presentation of progress and departmental requests. Doing that right now. A commitment to communicate annually on updates to strategies based on changes in policy, legislative actions, funding or technology changes. We will commit to updating our community through a transparency page, which I will show you in a second. We will also reinforce our adopted strategic plan through a theming of events, programs, and activities and actions by our associated six focus areas. We will engage with the community through public listening tours, town halls, survey engagement and other opportunities. And accountability. We will stay accountable to our plan through our website. This will be the primary point of contact with our community, our staff and Council for our plan. It will allow people to view progress compared with our citizen survey metrics, as well as any performance indicators that our departments develop with the work as they develop their strategies and tactics. It will provide a platform for us to highlight departmental actions and initiatives related to our strategic plan. It will also allow us to be transparent and responsive to the needs of our community. So, if you want we can take a look around. I clicked on it. It should open up a web page. Yeah. Perfect. So, this web page -- the mouse is just really slow. The web page is modeled after the Comprehensive Plan page. It has our vision, mission, and I was going to highlight -- maybe I won't show you the -- maybe I won't show you the strategic map page.

Hoaglund: Mr. Mayor, question for Vincent.

Simison: Councilman Hoaglund.

Hoaglund: Is this up now that we can view it?

Koontz: Yeah. If you want you can -- you can look at it yourselves up on the page, so -- But, essentially, it has the adopted vision, mission, focus areas and the adopted plan and also has the ability to -- that opened up. It also has the ability just to see the strategies and our goals and will continue to be updated as departments develop -- oh, that's the -- that's the plan document. You can close that out. And it will continue to be updated as we develop relevant performance measures and as departments develop their tactics, we will update the strategies and the tactics associated with the departmental actions and initiatives. So, this will be a great platform to be able to show the progress we are making. To be able to be transparent with our community on progress we are making throughout the plan. So, that's -- that's what I like to do with it and continue to use as we move forward over the next one to five years. And with that I will stand for any questions.

Simison: Thank you, Vincent. At least -- one thing we hadn't -- I didn't know tactics were going to be on this page. I thought it was just going to start -- stop with the document that was presented to Council, which really highlights, you know, the main goals and objectives through that standpoint. But it may not say write a letter to ITD requesting funding for something, because those are the tactics. That is the boots on the ground.

So, I don't know that you are going to see that level of details on this page. That's a lot of --

Koontz: No. And the tactics won't live on that page. They -- they might -- we might highlight some of the activities that are underneath the strategies that would be relevant for our community, but you won't see individual tactics and action items from the departments. That probably will get a little too granular and too in the weeds, but -- but -- yeah. So, as departments develop their -- their work, the work that's important to be highlighted, that our -- that our community needs to know about and wants to know about and cares about, will probably be highlighted on that page.

Simison: Thank you, Vincent. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, I feel like the -- the -- the tactics are the how we get their piece and I -- I understand that might not be appropriate for a wider audience and like really granular detail, but -- so, will you be provide -- how will Council get updated on the tactical aspects of what we are doing?

Koontz: Mr. Mayor, Council Woman Strader, Members of the Council, the way that I anticipate updating the tactics -- or updating the specific actions is via memo or via the presentation. So, that's where I'm going to -- I'm going to be that -- essentially that filter to get the information from the departments. I might come up here with a department to say, hey, here is some of that relevant information. Here is some of the relevant information. Here is some of the relevant actions we are going to take. That might include having a budgetary conversation, having a policy conversation, having a code-based conversation with City Council where that's in your purview. I also outlined on there -- there is several topics that I will also engage with City Council on, where you would be developing tactics and I have said that all along throughout the creation of the plan. Council has and should have a role, you know, where their purview exists in the actions and the tactics in this plan. But I hope that answers your question, Council Woman Strader.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you so much, Vincent. And I really appreciate your inclusion of Council and involvement and just like the brainstorming and those regular updates, because I do think it's really great that we have been so involved in the plan and we look forward to collaborating. Thanks.

Simison: And maybe a good example if we want to talk about something that maybe was

in an e-mail you sent the other day, such as creating the city wide environmental plan. So, that would either occur through a budget amendment that you would find out about the tactics or conversations at a point in time where we don't do a budget amendment and we develop it in-house and the draft is presented. So, it's going to vary, you know, from time to time from that standpoint on what that looks and feels like, based upon resource needs or other allocations or, quite frankly, it may sit there and there not be any tactics, because resources don't currently exist, you know, from that standpoint to take on everything at once. So, it's going to vary on every piece within the plan and the department's. You lose a staff member and maybe you don't focus on that item. So, it's not perfect science.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I'm going to echo Council Member Strader's comments about Council Member involvement. Perhaps a suggestion and maybe we have talked about this before, but if not -- perhaps we look at having focus area liaisons for City Council. I think that allows us to kind of each have a little bite of the apple, allows the Council to work collaboratively with each other, while maybe some of those ideas do bubble at the top, but sometimes those in the weeds come from those that are within the building and, then, just a request in light of time. I would like to get some more information about utility cost of service study. Maybe a timeline what that's all going to encompass. That may not be ready for primetime now, but that's a piece that I'm -- I'm very very interested in and, then, just a better understanding about the -- the streetscape and community character workgroup that ties, obviously, with streetlights and plans. I know that's something that Council has been really interested in in getting a little bit better understanding how that workgroup is going to incorporate that that would be helpful. Appreciate it.

Simison: The cost of service study that -- it's working this way, I think -- I think our CFO just sat down with the initial feedback on that, so it's coming. Council, anything else for Vincent? Thank you, Vincent. And what I will do is I will ask Vincent to work with Council President on the items listed to determine whether those are done via workshop here or one-offs or how to move forward on those things Council indicated a desire to accept. I know not each one of you had a desire to do each one of those, but those were the collective group identified by all members. So, thank you, Vincent.

ORDINANCES [Action Item]

- 21. Ordinance No. 21-1930: An Ordinance (H-2020-0074 TM Crossing) for a Rezone of Parcels of Land Situated in a Portion of Section 14, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho; Establishing and Determining the Land Use Zoning Classification of as Follows: 40.98 Acres from the R-40 and C-C Zoning Districts to the C-G Zoning District; 3.9 Acres from the TN-C and C-G Zoning Districts to R-40 Zoning District; 0.65 Acres from the R-8 and TN-C Zoning**

Districts to the C-G Zoning District; and 0.53 Acres from the TN-C Zoning District to the C-G Zoning District in the Meridian City Code; Providing that Copies of this Ordinance Shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective

Simison: So, with that we are onto Item 21, Ordinance Number 21-1930. We will ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance related to H-2020-0074 TM Crossing, for a rezone of parcels of land situated in a portion of Section 14, Township 3 North, Range 1 West, Boise meridian, Ada county, Idaho; establishing and determining the land use zoning classification of as follows: 40.98 acres from the R-40 and C-C Zoning Districts to the C-G Zoning District; 3.9 acres from the TN-C and C-G Zoning Districts to R-40 Zoning District; 0.65 acres from the R-8 and TN-C Zoning Districts to the C-G Zoning District; and 0.53 acres from the TN-C Zoning District to the C-G Zoning District in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective.

Simison: Thank you, Mr. Clerk. Council, you have heard this item read by title. Was there anybody that would like it read in its entirety? Seeing none, do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Council Hoaglund.

Hoaglund: I move the adoption of Ordinance No. 21-1930, with suspension of rules.

Cavener: Second.

Perreault: Second.

Simison: Have a motion and a second to approve the ordinance under suspension of the rules. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it. The ordinance is agree to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

EXECUTIVE SESSION

- 22. Per Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a**

public officer, employee, staff member or individual agent, or public school student.

Simison: Last item is Executive Session.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we go into Executive Session per Idaho Code 74-206(1)(b).

Borton: Second.

Simison: I have a motion and a second to go into Executive Session. Is there any discussion on the motion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, absent; Perreault, yea; Hoaglund, yea; Strader, yea.

Simison: All ayes. Motion carries and we will move into Executive Session.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

EXECUTIVE SESSION: (6:33 p.m. to 7:44 p.m.)

Simison: Council, do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we come out of Executive Session.

Borton: Second.

Simison: Motion and second to come out of Executive Session. All in favor signify by saying aye. Opposed nay. The ayes have it and we are out of Executive Session,

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Borton: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Move to adjourn.

Borton: Second.

Simison: Motion and second to adjourn the meeting. All in favor signify by saying aye. Opposed nay. The ayes have it. We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 7:44 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the June 15, 2021 City Council Special Meeting

Meridian City Council Special Meeting

June 15, 2021.

A Meeting of the Meridian City Council was called to order at 8:33 a.m., Tuesday, June 15, 2021, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Treg Bernt, Jessica Perreault, Liz Strader and Brad Hoaglun.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglun	<input checked="" type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Bernt: So, I want to -- I want to welcome everyone to our -- our budget special meeting this morning. The Mayor is not feeling well. He is feeling well, but his voice is not doing well, so he's asked me to manage this meeting. So, here we go. It is -- for the record, it is -- it is 8:33 on Tuesday, June 15th, 2021. We will start off with roll call attendance.

ADOPTION OF AGENDA

Bernt: Mr. Hoaglun, are you ready to roll?

Hoaglun: Yes, Mr. President. We don't have any changes to our agenda, so I would move that we adopt the agenda as published.

Borton: Second.

Bernt: We have a motion and second to adopt the agenda as published. All those in favor signify by saying aye. Any nay? Passes.

MOTION CARRIED: ALL AYES.

CONSENT AGENDA [Action Item]

1. **Approve Minutes of the June 1, 2021 City Council Work Session**
2. **Approve Minutes of the June 1, 2021 City Council Regular Meeting**
3. **Delano Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1**
4. **Delano Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 2**

5. **Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 2**
6. **Final Plat for Midgrove Plaza (FP-2021-0033) by Rodney Evans + Partners, PLLC, Located at 1450 E. Franklin Rd.**
7. **Findings of Fact, Conclusions of Law for Artemisia Subdivision (H-2021-0014) by Engineering Solutions, LLP, Located at 1690 W. Overland Rd.**
8. **Findings of Fact, Conclusions of Law for Linder Village (H-2021-0034) by CSHQA, Located at 6308 N. Linder Rd.**
9. **Findings of Fact, Conclusions of Law for Shafer View Terrace (H-2020-0117) by Breckon Land Design, Located on the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.**
10. **Development Agreement Between the City of Meridian and Denton Roberts (Owner/Developer) for Roberts Annexation (H-2021-0013), Located at 1630 Paradise Ln.**
11. **License Agreement Between the City of Meridian and Joint School District No. 2 (dba West Ada School District) for Fields and Parking Lot at 915 E. Central Dr.**
12. **Public Works Request from Mussell Construction for Connection to the City Water System Outside City Limits at 4495 S Meridian Rd.**
13. **Legal Department: Fiscal Year 2021 Budget Amendment in the amount of \$50,000 for Legal Services**
14. **Resolution No. 21-2271: A Resolution of the Mayor and the City Council of the City of Meridian Accepting the Traffic Box Art Image Repository 2021-2023 and Providing an Effective Date**

Bernt: Next on the agenda is the Consent Agenda.

Hoaglun: Mr. President?

Bernt: Mr. Hoaglun.

Hoaglun: I move approval of the Consent Agenda and for the Mayor to sign and Clerk to attest.

Borton: Second.

Bernt: I have a motion to approve the Consent Agenda with a second. All those in favor signify by saying aye. Motion passes.

MOTION CARRIED: ALL AYES.

Bernt: There were no items moved from the Consent Agenda.

DEPARTMENT / COMMISSION REPORTS [Action Item]

15. Public Works Department: Fiscal Year 2021 Budget Amendment in the Amount of \$500,000 for Well 17 Water Treatment Facility

Bernt: So, we will move into Department and Commission Reports. Start off with Public Works Department and Kyle Radek.

Radek: Thank you, Mr. Mayor, Council Members, Mr. President. This item is a budget amendment in the amount of 500,000 dollars for Well 17 water treatment. The second year of this project, which is also the year we will complete it, and we have insufficient funds at present, after bidding it out. We had five -- five contractors bid on the project and a low bid of 1.3 million dollars. Not a huge spread in the -- in the bids it's so competitive. However, the -- the -- I guess unprecedented is probably the appropriate word to use in this -- this bidding environment. We have -- contractors have lots and lots of work to do and supply chains are experiencing dramatic swings in the ability to provide materials and the prices of the materials and that's the -- the main reasons why we think these bids are higher. So, with that I would ask the Mayor and Council to approve the Well 17 Water Treatment Budget Amendment of 500,000 dollars and I will stand for any questions.

Bernt: Thank you, Kyle. Any questions for Kyle?

Strader: Mr. President?

Bernt: Council Woman Strader.

Strader: Good morning, Kyle. Do you think that -- is there a -- I know that we have supply shortages in a lot of industries. Is there any benefit to waiting and rebidding this project to see if maybe in six months we get a different outcome?

Radek: Mr. Mayor, Council President, Council Woman Strader, we think that if it were a different kind of project that might be true. In this case we have a -- we have pre-purchased the equipment, which is a significant amount -- I think about on the order of 500,000 dollars worth of equipment that we will not only have to store somewhere, because it's being fabricated right now. We would have to store it somewhere, but, then, it would affect the warranty of that equipment, so because -- mainly because of that we recommend -- and because of -- the reason we are doing this project, we -- you know, we are trying to -- we are trying to clean up the water for our citizens and -- and even -- even at the higher cost we think that the project is worth -- worth moving forward just on that

basis alone, but because -- mainly because of the equipment issues we think that moving forward is the right decision.

Strader: Thank you. We are in process already.

Bernt: Any other questions for Kyle?

Hoaglund: Mr. President?

Bernt: Mr. Hoaglund.

Hoaglund: I would move approval of the Public Works 2021 Budget Amendment in the amount of 500,000 dollars for Well 17 water treatment facility.

Strader: Second the motion.

Bernt: I have a motion and a second to approve Public Works Department budget amendment in the amount of 500,000 dollars for Well 17 water treatment facility. All those in favor signify by saying aye. Motion passes.

MOTION CARRIED: ALL AYES.

16. Public Works Department: Approval of Award of Bid and Contract Between City of Meridian and Irminger Construction, Inc. for Construction of Well 17 Treatment Facility

Bernt: Number 16 is also Kyle.

Radek: And, Mr. Mayor, Mr. President, Council Members, this is just a follow up to the previous item. This is a request to approve the award of bid and construction to -- contract to Irminger Construction for Well 17 treatment facility for not to exceed amount of \$1,532,332.24 now that we have that budget amendment first.

Hoaglund: Mr. President?

Bernt: Mr. Hoaglund.

Hoaglund: I move that we approve the award of bid and contract between the City of Meridian and Irminger Construction, Inc., for construction of Well 17 treatment facility as -- in the amount as cited by Mr. Radek.

Strader: Second the motion.

Bernt: I have a motion and a second to approve the award contract between the City of Meridian and Irminger Construction. Any discussion on the motion? All right. Would all

those in favor of the motion signify by saying aye. The motion is passed. Thank you so much.

MOTION CARRIED: ALL AYES.

PRESENTATIONS [Action Item]

17. City of Meridian Fiscal Year 2022 Budget Presentation and Discussion

(Budget hearing not transcribed.)

ORDINANCES [Action Item]

- 18. Ordinance No. 21-1931: An Ordinance (H-2021-0013 – Roberts Annexation) for Annexation of Lots 2 & 3, Heritage Subdivision No. 2, Situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 2.146 Acres of Land from R-1 To R-2 (Low Density Residential) Zoning District in the Meridian City Code; Providing that Copies of this Ordinance shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date**

Bernt: Okay. So, let's move on to Ordinances.

Hoaglund: Council President, are you going to give everyone Tuesday night off this week? Get Tuesday night off.

Bernt: Yes. Absolutely. So, I think that, Chris, if you want to read ordinances by title.

Johnson: Thank you, Mr. President. This is an ordinance related to H-2021-0013, Roberts Annexation, for annexation of Lots 2 & 3, Heritage Subdivision No. 2, situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise meridian, Ada county, Idaho, and being more particularly described in Attachment “A” and annexing certain lands and territory, situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian as requested by the City of Meridian; establishing and determining the land use zoning classification of 2.146 acres of land from R-1 to R-2 (Low Density Residential) Zoning District in the Meridian City Code; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as

required by law; and providing for a summary of the ordinance; and providing for a waiver of the reading rules; and providing an effective date.

Simison: Council, you have had this ordinance read by title. Would anybody like it read in its entirety? Hearing none, all those in favor signify by saying aye.

Johnson: Mr. Mayor, do we have a motion?

Simison: Oh. Do I have a motion?

Perreault: Mr. Mayor, I move that we approve Ordinance No. 21-1931 with the suspension of rules.

Hoaglun: Second the motion.

Simison: I have a motion and a second to approve the ordinance under suspension of rules. All those in favor signify by saying aye. Opposed nay. The ayes have it. The ordinance is agreed to.

MOTION CARRIED: ALL AYES.

19. Ordinance No. 21-1932: An Ordinance Amending Meridian City Code as Codified at Title 11, Pertaining to Specific Use Standards in the Old Town District in Chapter 2; Ditches, Laterals, Canals or Drainage Courses in Chapter 3; Comprehensive Map Amendments in Chapter 5; and Common Driveway Standards in Chapter 6; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date

Simison: Next item is Ordinance No. 21-1932. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. An ordinance amending Meridian City Code as codified at Title 11, pertaining to specific use standards in the Old Town District in Chapter 2; Ditches, Laterals, Canals or Drainage Courses in Chapter 3; Comprehensive Map Amendments in Chapter 5; and Common Driveway Standards in Chapter 6; and providing for a waiver of the reading rules; and providing an effective date.

Simison: Council, you have heard this ordinance read by title. Is there anybody that would like it read in its entirety? If not, do I have a motion?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I move that we approve Ordinance No. 21-1932 with the suspension of rules.

Hoaglund: Second the motion.

Simison: I have a motion and a second to approve Ordinance No. 21-1932 under suspension of the rules. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it.

MOTION CARRIED: ALL AYES.

EXECUTIVE SESSION

20. **Per Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.**

Simison: Next item is Executive Session.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we go into Executive Session per Idaho State Code 74-206(1)(b).

Hoaglund: Second the motion.

Simison: I have a motion and second to go into Executive Session. Is there any discussion? If not, Clerk will call the roll.

Roll call: Borton, yea; Cavener, yea; Bernt, yea; Perreault, yea; Hoaglund, yea; Strader, yea.

Simison: All ayes. And we are in Executive Session.

MOTION CARRIED: ALL AYES.

EXECUTIVE SESSION: (4:31 p.m. to 5:37 p.m.)

Bernt: Mr. Hoaglund.

Hoaglund: Mr. President, I move that we come out of Executive Session.

Perreault: Second.

Bernt: I have a motion and second to come out of Executive -- Executive Session. All those -- all those in favor signify by saying aye.

MOTION CARRIED: ALL AYES.

Hoaglund: Mr. President, I move we adjourn.

Strader: I will second the motion.

Bernt: I have a motion and a second to adjourn. All those in favor say aye. Meeting is adjourned.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 5:38 P. M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 1

<p>Project Name (Subdivision): Hill's Century Farm North #1</p> <p>Sanitary Sewer & Water Main Easement Number: <u>1</u></p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</p>

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between Brighton Development Inc., DWT Investments LLC, Watson Land Holdings LLC and Century Farm Storage LLC (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

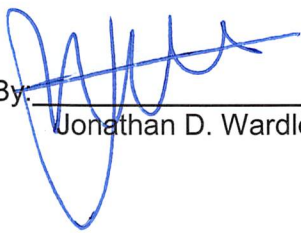
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:


BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

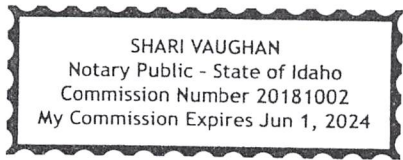
By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, in the year of 2021, before me a Notary Public of said State, personally appeared Jonathan D. Wardle, known or identified to me to be the President of Brighton Development Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


Notary Public for Idaho
My Commission expires 6-1-2024



GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

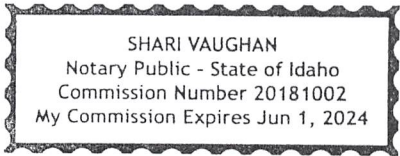
By: Brighton Corporation, an Idaho
corporation, Manager

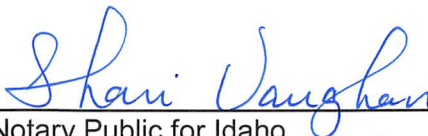
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of DWT Investments LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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





Notary Public for Idaho
My Commission expires 6-1-2024

GRANTOR:

WATSON LAND HOLDINGS LLC
an Idaho limited liability company

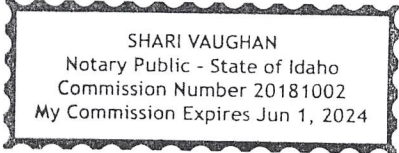
By: Brighton Corporation, an Idaho corporation,
Its: Manager


By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Watson Land Holdings LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

GRANTOR:

CENTURY FARM STORAGE LLC
an Idaho limited liability company

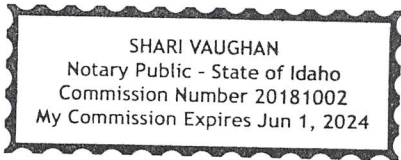
By: Brighton Corporation, an Idaho corporation,
Its: Manager

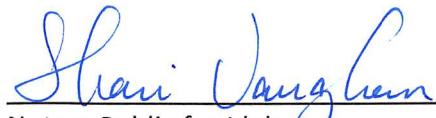
By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Century Farm Storage LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____(date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires:_____



October 8, 2020
 Hill's Century Farm North Subdivision No. 1
 Project No. 19-173
 Legal Description
 City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian sewer and water easement situated in a portion of the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 33, which bears N89°15'22"W a distance of 2,660.62 feet from a brass cap marking the North 1/4 corner of said Section 33; Thence following the northerly line of said Northwest 1/4, S89°15'22"E a distance of 373.96 feet; Thence leaving said northerly line, S00°44'38"W a distance of 37.00 feet to the southerly right-of-way line of East Amity Road; Thence following said southerly right-of-way line, S89°15'22"E a distance of 19.80 feet to **POINT OF BEGINNING 1.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet to a point herein after referred to as Point "A"; Thence leaving said southerly right-of-way line, S00°44'36"W a distance of 26.00 feet; Thence N89°15'24"W a distance of 20.00 feet; Thence N00°44'36"E a distance of 26.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 520 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the southerly right-of-way line of East Amity Road, S89°15'22"E a distance of 474.46 feet to **POINT OF BEGINNING 2.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet;
 Thence leaving said southerly right-of-way line, S00°32'08"W a distance of 140.58 feet;
 Thence S89°15'22"E a distance of 113.86 feet;
 Thence N00°44'38"E a distance of 19.51 feet;
 Thence S89°15'22"E a distance of 20.00 feet;
 Thence S00°44'38"W a distance of 19.51 feet;
 Thence S89°15'22"E a distance of 260.00 feet;
 Thence N00°44'38"E a distance of 19.50 feet;
 Thence S89°15'22"E a distance of 20.00 feet;
 Thence S00°44'38"W a distance of 19.50 feet;
 Thence S89°15'22"E a distance of 247.32 feet;
 Thence S00°44'38"W a distance of 32.00 feet to a point herein after referred to as Point "B";
 Thence N89°15'22"W a distance of 247.32 feet;
 Thence S00°44'38"W a distance of 19.50 feet;
 Thence N89°15'22"W a distance of 20.00 feet;
 Thence N00°44'38"E a distance of 19.50 feet;

Thence N89°15'22"W a distance of 260.00 feet;
 Thence S00°44'38"W a distance of 19.49 feet;
 Thence N89°15'22"W a distance of 20.00 feet;
 Thence N00°44'38"E a distance of 19.49 feet;
 Thence N89°15'22"W a distance of 113.75 feet;
 Thence S00°32'08"W a distance of 316.84 feet;
 Thence N89°27'52"W a distance of 641.29 feet;
 Thence 34.56 feet along the arc of a curve to the left, said curve having a radius of 22.00 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 31.11 feet;
 Thence S00°32'08"W a distance of 224.86 feet;
 Thence N89°27'52"W a distance of 192.53 feet to the easterly right-of-way line of South Eagle Road;
 Thence following said easterly right-of-way line, N00°13'13"E a distance of 30.00 feet;
 Thence leaving said easterly right-of-way line, S89°27'52"E a distance of 136.70 feet;
 Thence N00°32'08"E a distance of 194.86 feet;
 Thence 122.52 feet along the arc of a curve to the right, said curve having a radius of 78.00 feet, a delta angle of 90°00'00", a chord bearing of N45°32'08"E and a chord distance of 110.31 feet;
 Thence S89°27'52"E a distance of 610.29 feet;
 Thence N00°32'08"E a distance of 272.96 feet;
 Thence N89°15'22"W a distance of 25.91 feet;
 Thence N00°32'08"E a distance of 20.00 feet;
 Thence S89°15'22"E a distance of 36.91 feet;
 Thence N00°32'08"E a distance of 140.58 feet to POINT OF BEGINNING 2.

Said parcel contains 92,123 square feet (2.115 acres).

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S14°18'43"W a distance of 144.08 feet;
 Thence N89°43'49"W a distance of 9.50 feet to POINT OF BEGINNING 3.

Thence S00°16'11"W a distance of 21.50 feet;
 Thence N89°43'49"W a distance of 20.00 feet;
 Thence N00°16'11"E a distance of 21.50 feet;
 Thence S89°43'49"E a distance of 20.00 feet to POINT OF BEGINNING 3.

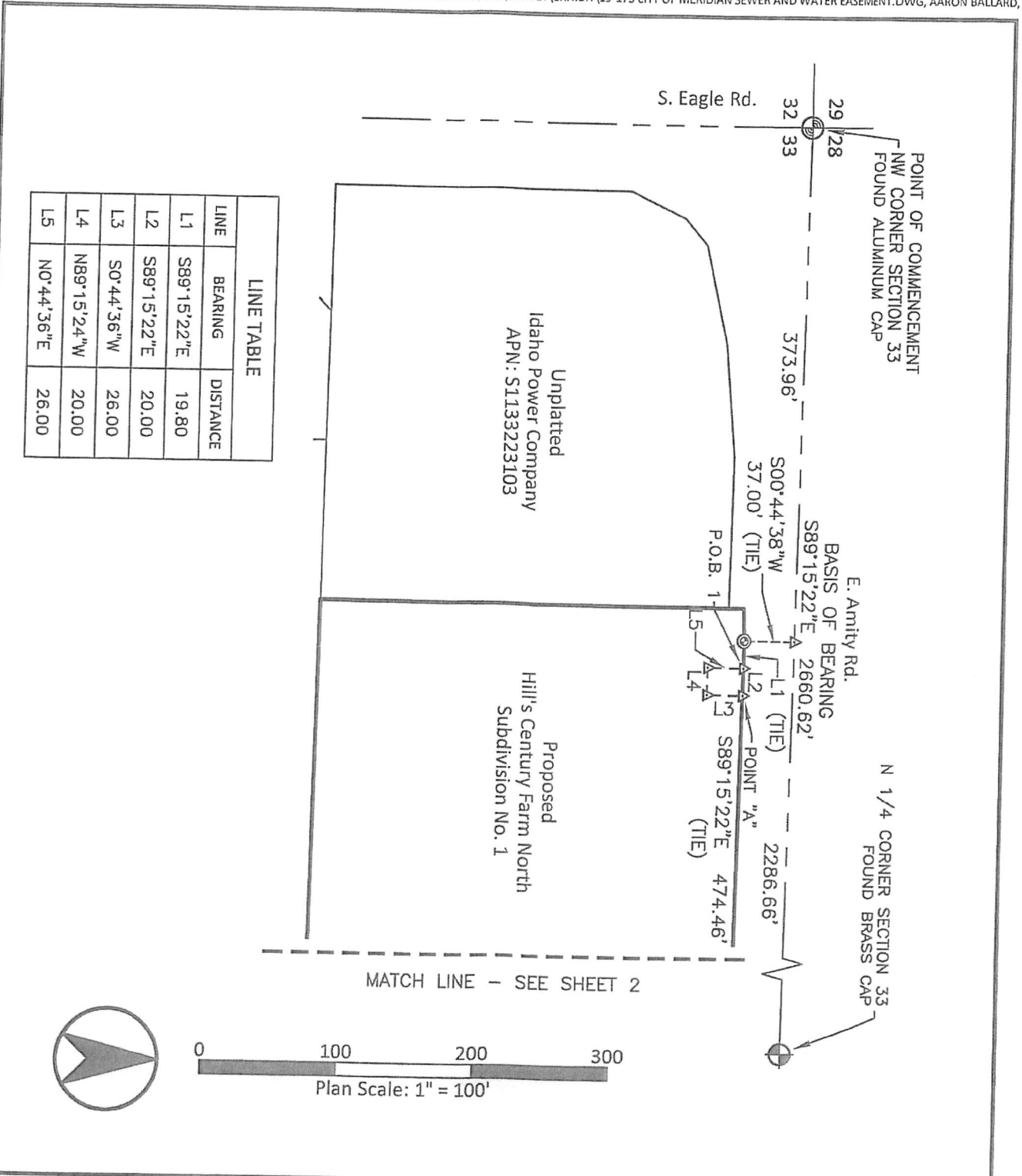
Said parcel contains 430 square feet.

Said description contains a total of 2.137 acres (92,073 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



Item #3.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°15'22"E	19.80
L2	S89°15'22"E	20.00
L3	S0°44'36"W	26.00
L4	N89°15'24"W	20.00
L5	N0°44'36"E	26.00

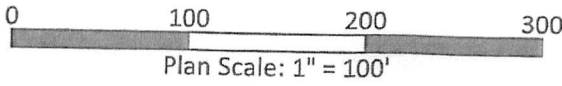


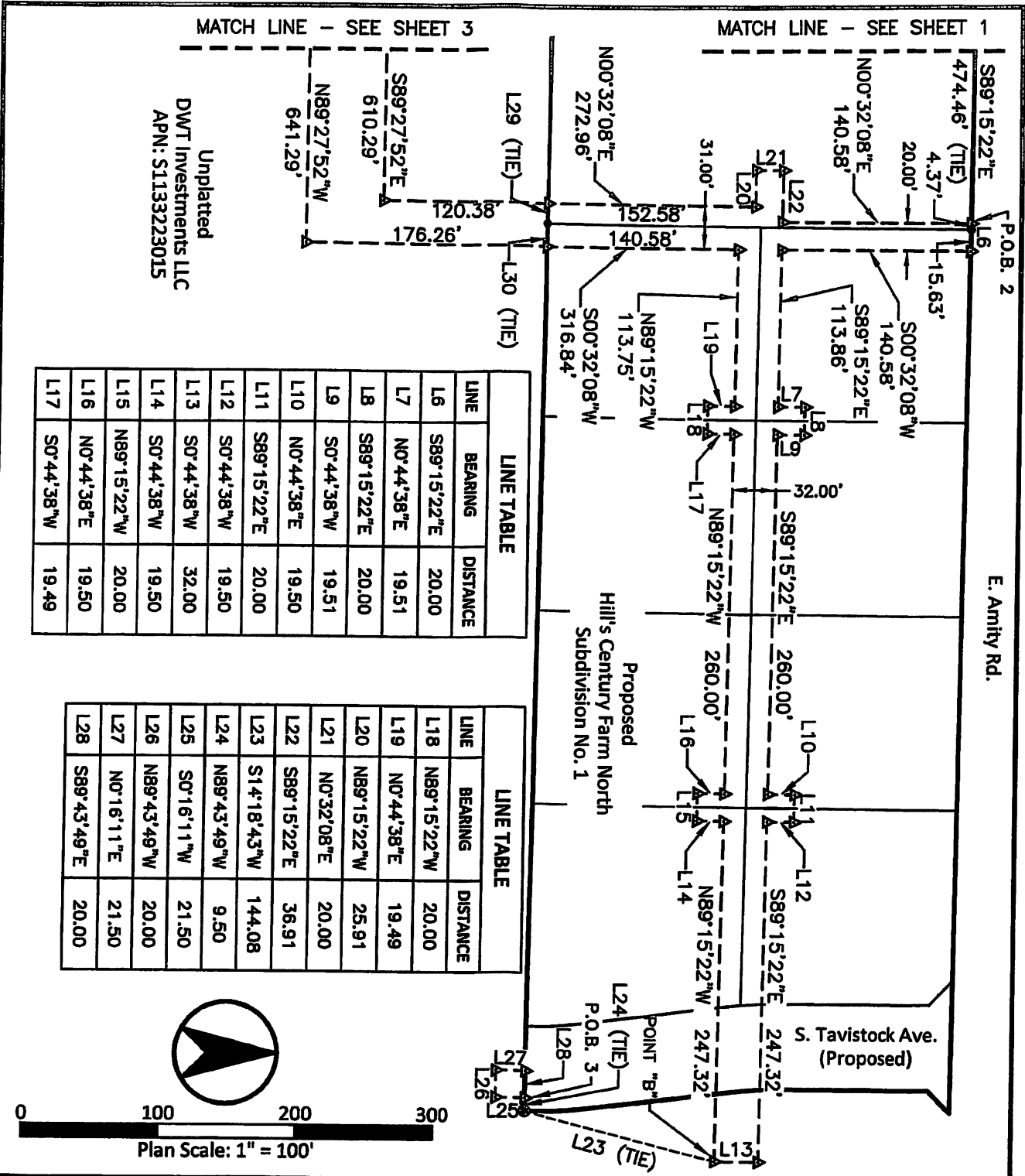
Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

DATE: October 2020
PROJECT: 19-173
SHEET: 1 OF 3

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 635-8939
kmenr@ip.com

Item #3.



LINE TABLE		
LINE	BEARING	DISTANCE
L6	S89°15'22"E	20.00
L7	N0°44'38"E	19.51
L8	S89°15'22"E	20.00
L9	S0°44'38"W	19.51
L10	N0°44'38"E	19.50
L11	S89°15'22"E	20.00
L12	S0°44'38"W	19.50
L13	S0°44'38"W	32.00
L14	S0°44'38"W	19.50
L15	N89°15'22"W	20.00
L16	N0°44'38"E	19.50
L17	S0°44'38"W	19.49

LINE TABLE		
LINE	BEARING	DISTANCE
L18	N89°15'22"W	20.00
L19	N0°44'38"E	19.49
L20	N89°15'22"W	25.91
L21	N0°32'08"E	20.00
L22	S89°15'22"E	36.91
L23	S14°18'43"W	144.08
L24	N89°43'49"W	9.50
L25	S0°16'11"W	21.50
L26	N89°43'49"W	20.00
L27	N0°16'11"E	21.50
L28	S89°43'49"E	20.00

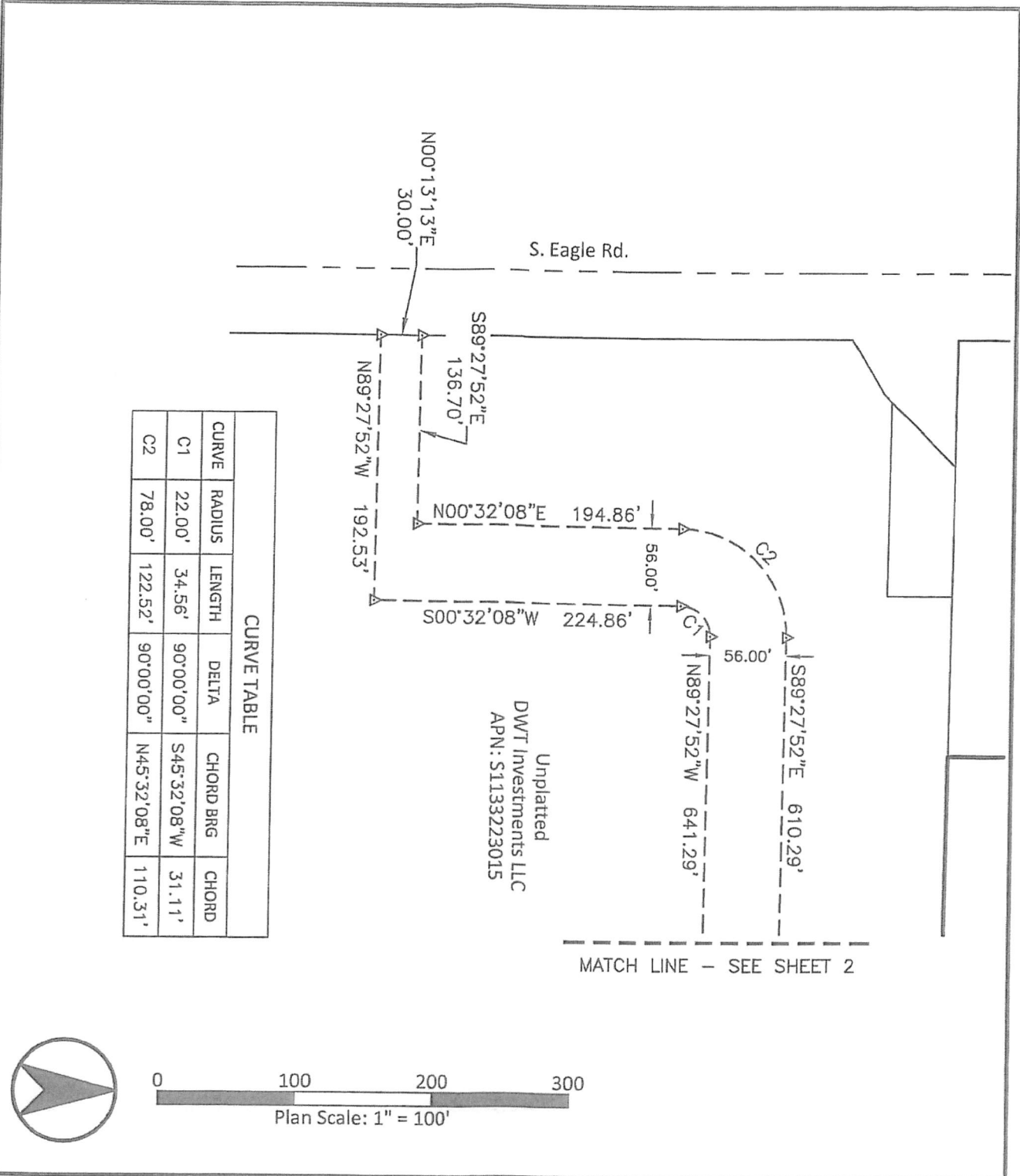
Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6999
kmengr@a.com

DATE: October 2020
PROJECT: 19-173
SHEET: 2 OF 3

Item #3.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	22.00'	34.56'	90°00'00"	S45°32'08"W	31.11'
C2	78.00'	122.52'	90°00'00"	N45°32'08"E	110.31'

Unplatted
DWT Investments LLC
APN: S1133223015

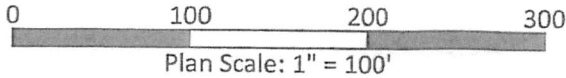


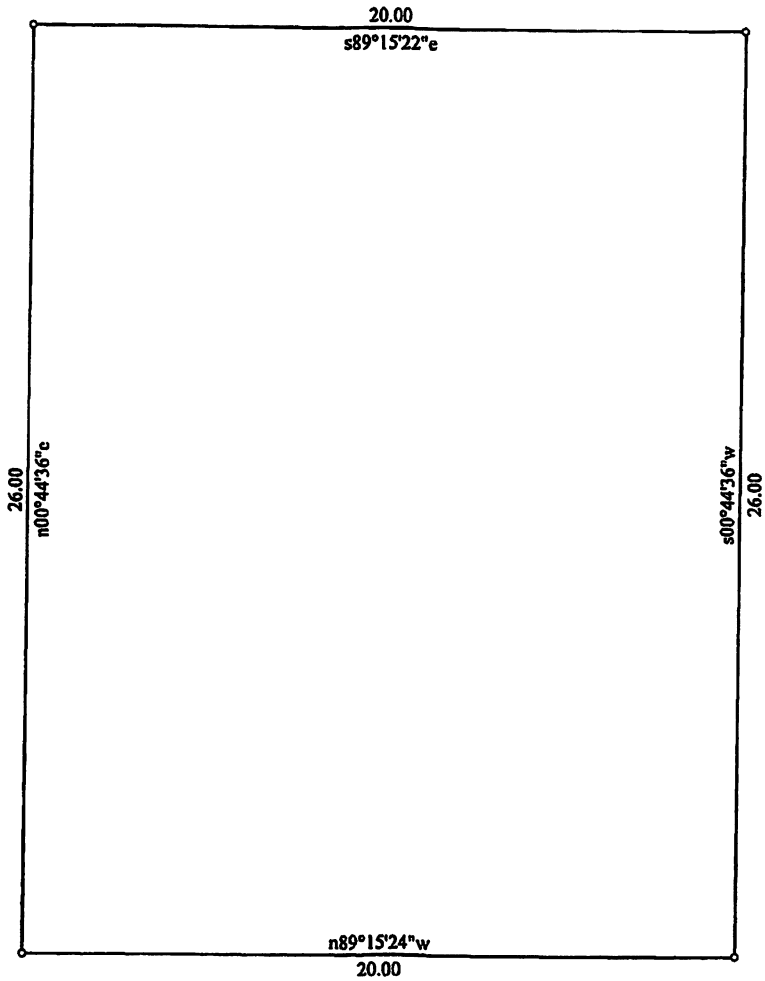
Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmeng@p.com

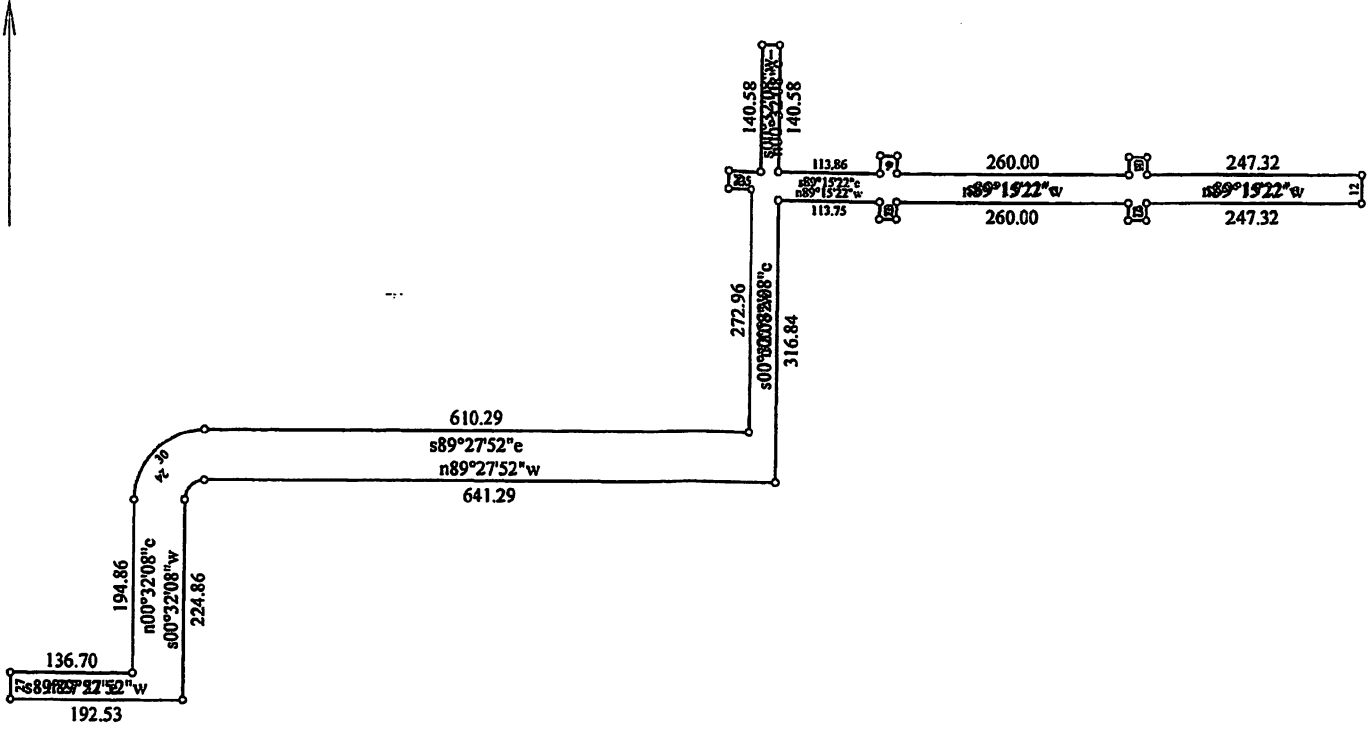
DATE: October 2020
PROJECT: 19-173
SHEET: 3 OF 3

Item #3.



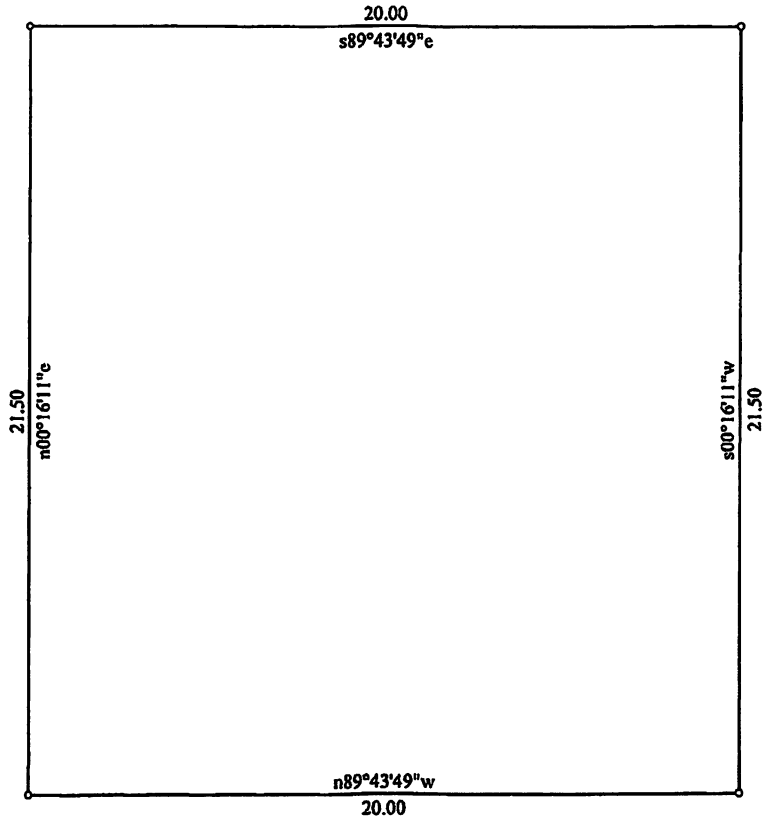
Title: 201002 City of Meridian Sewer and Water Easement 19-173 #1		Date: 10-02-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.012 Acres: 520 Sq Feet: Closure = n00.4437e 0.00 Feet: Precision >1/999999: Perimeter = 92 Feet		
001=s89.1522e 20.00	003=n89.1524w 20.00	
002=s00.4436w 26.00	004=n00.4436e 26.00	

Item #3.



Title: City of Meridian Sewer and Water Easement 19-173 parcel 2		Date: 10-06-2020
Scale: 1 inch = 200 feet	File:	
Tract 1: 2.115 Acres: 92123 Sq Feet: Closure = s13.1957e 0.01 Feet: Precision = 1/683212: Perimeter = 4672 Feet		
001=s89.1522e 20.00	014=s00.4438w 19.50	027=n00.1313e 30.00
002=s00.3208w 140.58	015=n89.1522w 20.00	028=s89.2752e 136.70
003=s89.1522e 113.86	016=n00.4438e 19.50	029=n00.3208e 194.86
004=n00.4438e 19.51	017=n89.1522w 260.00	030: Rr, R=78.00, Delta=90.0000
005=s89.1522e 20.00	018=s00.4438w 19.49	Bng=n45.3208e, Chd=110.31
006=s00.4438w 19.51	019=n89.1522w 20.00	031=s89.2752e 610.29
007=s89.1522e 260.00	020=n00.4438e 19.49	032=n00.3208e 272.96
008=n00.4438e 19.50	021=n89.1522w 113.75	033=n89.1522w 25.91
009=s89.1522e 20.00	022=s00.3208w 316.84	034=n00.3208e 20.00
010=s00.4438w 19.50	023=n89.2752w 641.29	035=s89.1522e 36.91
011=s89.1522e 247.32	024: Lt, R=22.00, Delta=90.0000	036=n00.3208e 140.58
012=s00.4438w 32.00	Bng=s45.3208w, Chd=31.11	
013=n89.1522w 247.32	025=s00.3208w 224.86	
	026=n89.2752w 192.53	

Item #3.



Title: City of Meridian Sewer and Water Easement 19-173 No. 3		Date: 10-05-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.010 Acres: 430 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 83 Feet		
001=s00.1611w 21.50	003=n00.1611e 21.50	
002=n89.4349w 20.00	004=s89.4349e 20.00	



AGENDA ITEM

ITEM TOPIC: Hill's Century Farm North No. 1 Full Release of Sanitary Sewer and Water Main Easement

FULL RELEASE OF EASEMENT
TYPE OF EASEMENT BEING RELEASED: Sanitary Sewer and Water Main Easement
GRANTEE: CITY OF MERIDIAN
GRANTOR: Century Farm Storage LLC INCLUDING SUCCESSORS AND ASSIGNS

WHEREAS, by easement dated May 11, 2021 and recorded as **Instrument Number 2021-075093** in the records of **Ada County, State of Idaho**, an easement of the type and nature set forth in the above-captioned title was granted to the City of Meridian, an Idaho Municipal Corporation, over and across the real property legally described therein.

WHEREAS, the continuance of this easement is no longer necessary or desirable.

NOW, THEREFORE, in consideration of the premises, the said City of Meridian does hereby vacate, relinquish, release and abandon the said rights and easements hereinabove referred to and described, with the intent that the same shall forthwith cease and be extinguished.

IN WITNESS WHEREOF, THE CITY OF MERIDIAN has caused these presents to be executed by its proper officers thereunto duly authorized this _____ day of _____, 20____.

CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires: _____



AGENDA ITEM

ITEM TOPIC: Hill's Century Farm North No. 1 Sanitary Sewer and Water Main Easement No. 1

<p>Project Name (Subdivision): Hill's Century Farm North #1</p> <p>Sanitary Sewer & Water Main Easement Number: <u>1</u></p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</p>

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between Brighton Development Inc., DWT Investments LLC, Watson Land Holdings LLC and Century Farm Storage LLC (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

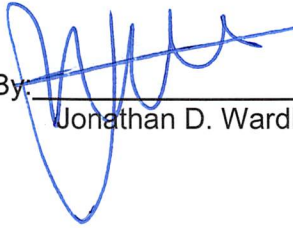
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

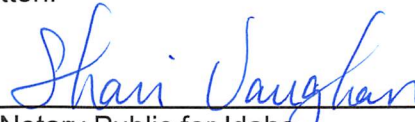
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

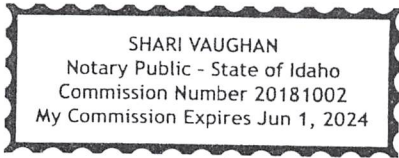
By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, in the year of 2021, before me a Notary Public of said State, personally appeared Jonathan D. Wardle, known or identified to me to be the President of Brighton Development Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


Notary Public for Idaho
My Commission expires 6-1-2024



GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

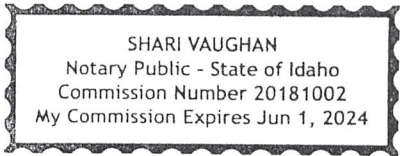
By: Brighton Corporation, an Idaho
corporation, Manager

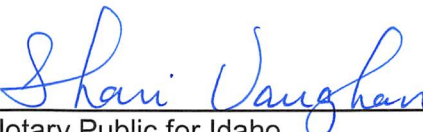
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of DWT Investments LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My Commission expires 6-1-2024

GRANTOR:

WATSON LAND HOLDINGS LLC
an Idaho limited liability company

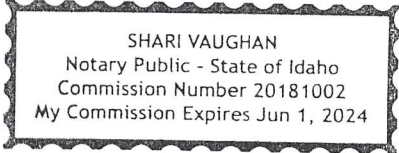
By: Brighton Corporation, an Idaho corporation,
Its: Manager


By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Watson Land Holdings LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

GRANTOR:

CENTURY FARM STORAGE LLC
an Idaho limited liability company

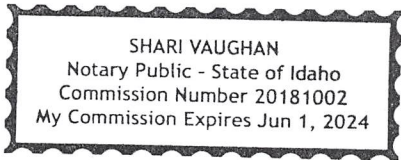
By: Brighton Corporation, an Idaho corporation,
Its: Manager

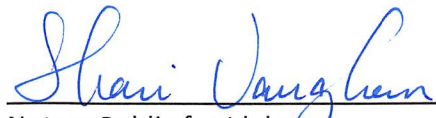
By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Century Farm Storage LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____(date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires:_____



October 8, 2020
 Hill's Century Farm North Subdivision No. 1
 Project No. 19-173
 Legal Description
 City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian sewer and water easement situated in a portion of the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 33, which bears N89°15'22"W a distance of 2,660.62 feet from a brass cap marking the North 1/4 corner of said Section 33; Thence following the northerly line of said Northwest 1/4, S89°15'22"E a distance of 373.96 feet; Thence leaving said northerly line, S00°44'38"W a distance of 37.00 feet to the southerly right-of-way line of East Amity Road; Thence following said southerly right-of-way line, S89°15'22"E a distance of 19.80 feet to **POINT OF BEGINNING 1.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet to a point herein after referred to as Point "A"; Thence leaving said southerly right-of-way line, S00°44'36"W a distance of 26.00 feet; Thence N89°15'24"W a distance of 20.00 feet; Thence N00°44'36"E a distance of 26.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 520 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the southerly right-of-way line of East Amity Road, S89°15'22"E a distance of 474.46 feet to **POINT OF BEGINNING 2.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet;
 Thence leaving said southerly right-of-way line, S00°32'08"W a distance of 140.58 feet;
 Thence S89°15'22"E a distance of 113.86 feet;
 Thence N00°44'38"E a distance of 19.51 feet;
 Thence S89°15'22"E a distance of 20.00 feet;
 Thence S00°44'38"W a distance of 19.51 feet;
 Thence S89°15'22"E a distance of 260.00 feet;
 Thence N00°44'38"E a distance of 19.50 feet;
 Thence S89°15'22"E a distance of 20.00 feet;
 Thence S00°44'38"W a distance of 19.50 feet;
 Thence S89°15'22"E a distance of 247.32 feet;
 Thence S00°44'38"W a distance of 32.00 feet to a point herein after referred to as Point "B";
 Thence N89°15'22"W a distance of 247.32 feet;
 Thence S00°44'38"W a distance of 19.50 feet;
 Thence N89°15'22"W a distance of 20.00 feet;
 Thence N00°44'38"E a distance of 19.50 feet;

Thence N89°15'22"W a distance of 260.00 feet;
 Thence S00°44'38"W a distance of 19.49 feet;
 Thence N89°15'22"W a distance of 20.00 feet;
 Thence N00°44'38"E a distance of 19.49 feet;
 Thence N89°15'22"W a distance of 113.75 feet;
 Thence S00°32'08"W a distance of 316.84 feet;
 Thence N89°27'52"W a distance of 641.29 feet;
 Thence 34.56 feet along the arc of a curve to the left, said curve having a radius of 22.00 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 31.11 feet;
 Thence S00°32'08"W a distance of 224.86 feet;
 Thence N89°27'52"W a distance of 192.53 feet to the easterly right-of-way line of South Eagle Road;
 Thence following said easterly right-of-way line, N00°13'13"E a distance of 30.00 feet;
 Thence leaving said easterly right-of-way line, S89°27'52"E a distance of 136.70 feet;
 Thence N00°32'08"E a distance of 194.86 feet;
 Thence 122.52 feet along the arc of a curve to the right, said curve having a radius of 78.00 feet, a delta angle of 90°00'00", a chord bearing of N45°32'08"E and a chord distance of 110.31 feet;
 Thence S89°27'52"E a distance of 610.29 feet;
 Thence N00°32'08"E a distance of 272.96 feet;
 Thence N89°15'22"W a distance of 25.91 feet;
 Thence N00°32'08"E a distance of 20.00 feet;
 Thence S89°15'22"E a distance of 36.91 feet;
 Thence N00°32'08"E a distance of 140.58 feet to POINT OF BEGINNING 2.

Said parcel contains 92,123 square feet (2.115 acres).

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S14°18'43"W a distance of 144.08 feet;
 Thence N89°43'49"W a distance of 9.50 feet to POINT OF BEGINNING 3.

Thence S00°16'11"W a distance of 21.50 feet;
 Thence N89°43'49"W a distance of 20.00 feet;
 Thence N00°16'11"E a distance of 21.50 feet;
 Thence S89°43'49"E a distance of 20.00 feet to POINT OF BEGINNING 3.

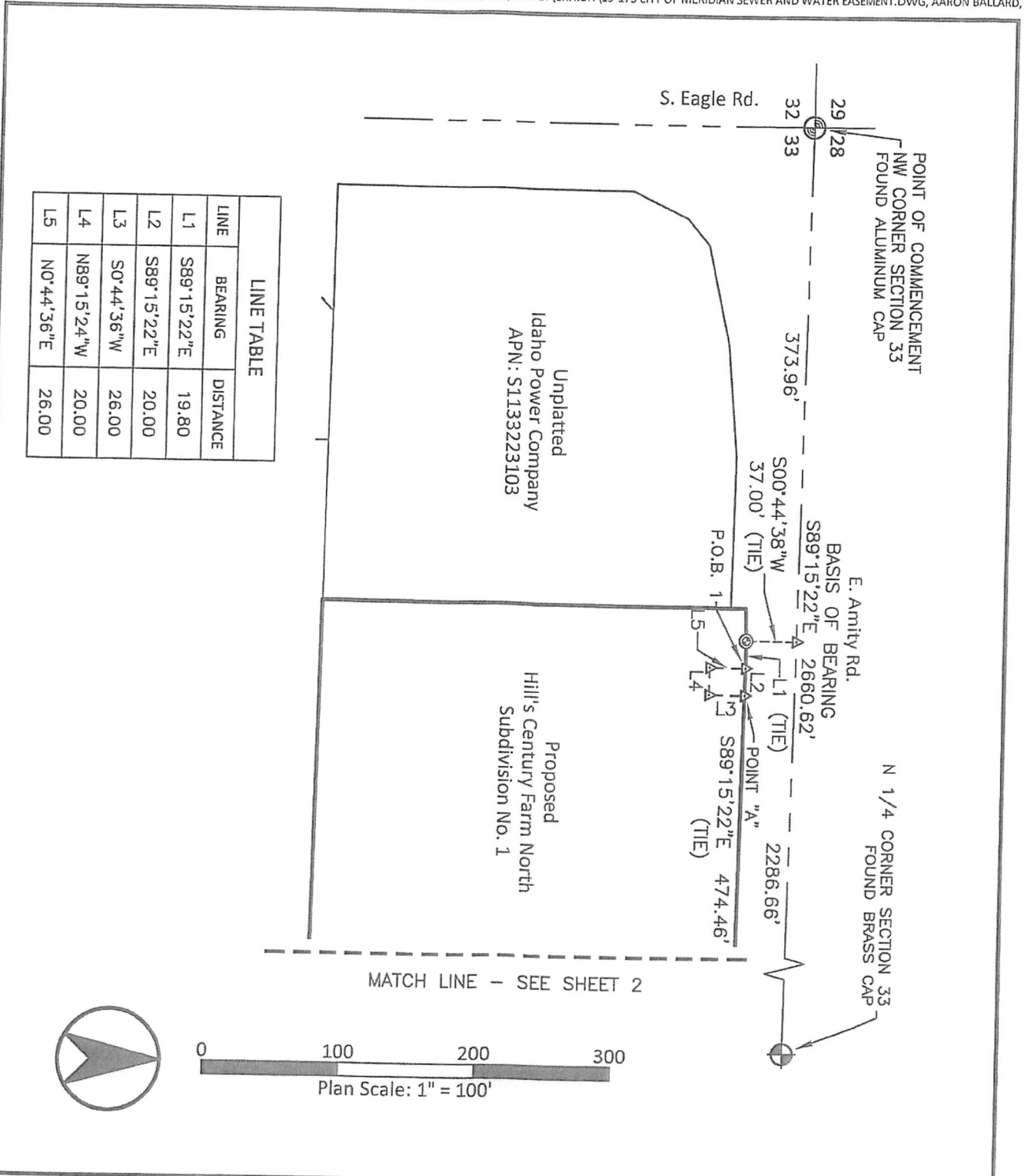
Said parcel contains 430 square feet.

Said description contains a total of 2.137 acres (92,073 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.




Item #5.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°15'22"E	19.80
L2	S89°15'22"E	20.00
L3	S0°44'36"W	26.00
L4	N89°15'24"W	20.00
L5	N0°44'36"E	26.00

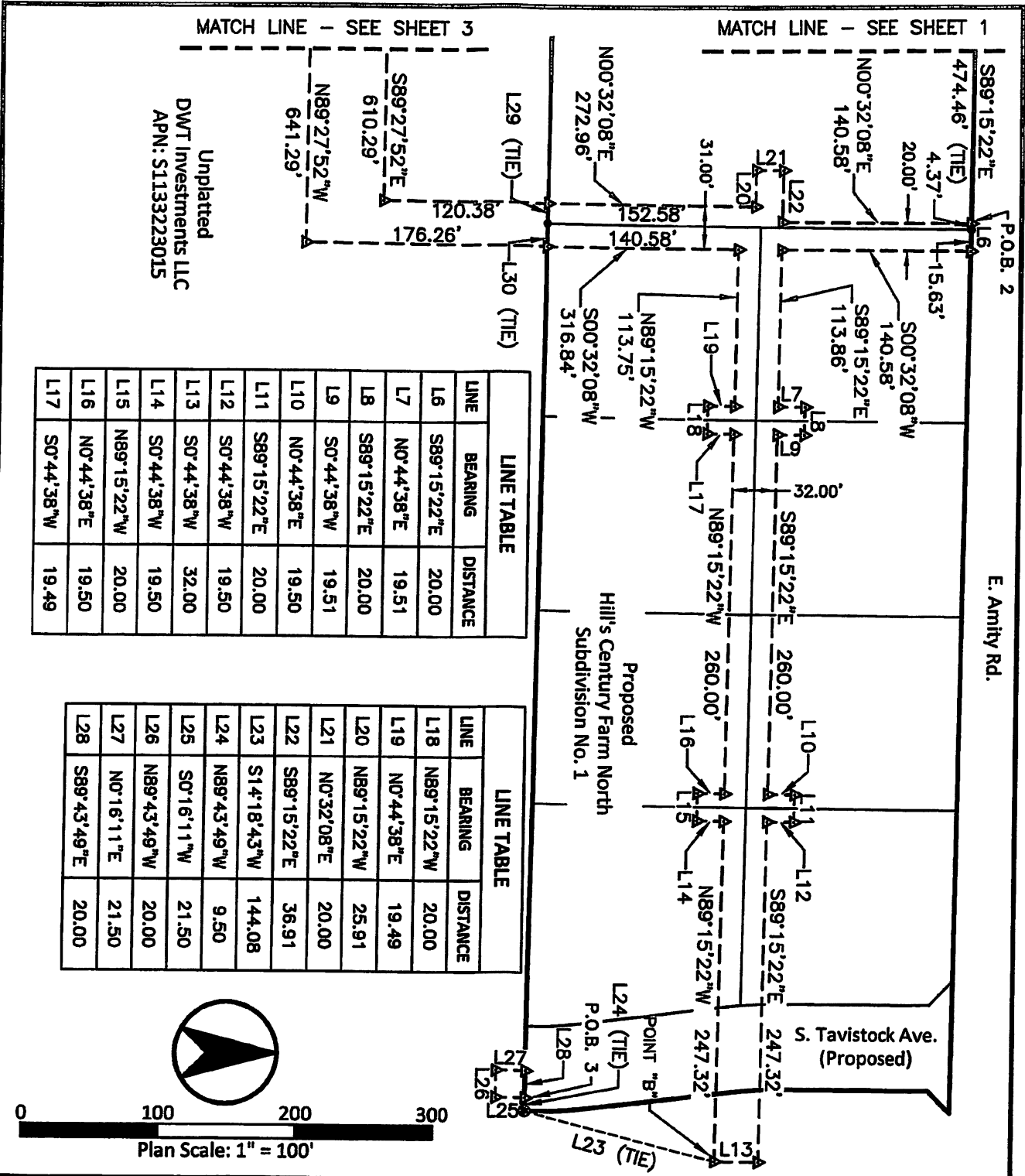
Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho


 9233 WEST STATE STREET
 BOISE, IDAHO 83714
 PHONE (208) 635-8939
 kmeng@ip.com

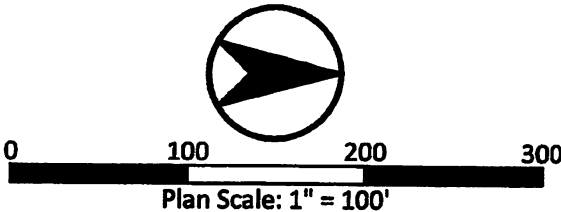
DATE: October 2020
 PROJECT: 19-173
 SHEET: 1 OF 3

Item #5.



LINE TABLE		
LINE	BEARING	DISTANCE
L17	S0°44'38"W	19.49
L16	N0°44'38"E	19.50
L15	N89°15'22"W	20.00
L14	S0°44'38"W	19.50
L13	S0°44'38"W	32.00
L12	S0°44'38"W	19.50
L11	S89°15'22"E	20.00
L10	N0°44'38"E	19.50
L9	S0°44'38"W	19.51
L8	S89°15'22"E	20.00
L7	N0°44'38"E	19.51
L6	S89°15'22"E	20.00

LINE TABLE		
LINE	BEARING	DISTANCE
L28	S89°43'49"E	20.00
L27	N0°16'11"E	21.50
L26	N89°43'49"W	20.00
L25	S0°16'11"W	21.50
L24	N89°43'49"W	9.50
L23	S14°18'43"W	144.08
L22	S89°15'22"E	36.91
L21	N0°32'08"E	20.00
L20	N89°15'22"W	25.91
L19	N0°44'38"E	19.49
L18	N89°15'22"W	20.00



km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6999
kmengr@com

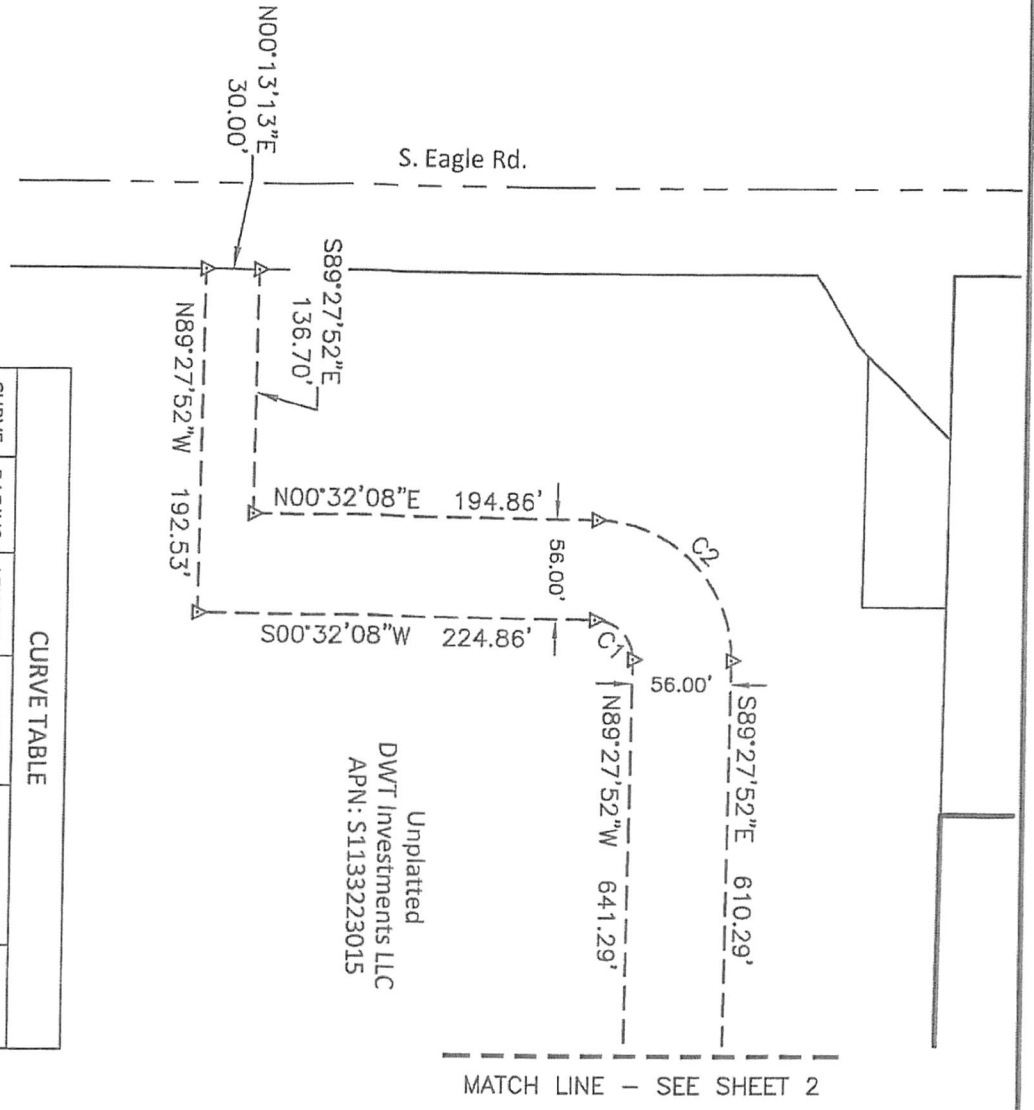
SHEET:
2 OF 3

DATE: October 2020
PROJECT: 19-173

Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

Item #5.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	22.00'	34.56'	90°00'00"	S45°32'08"W	31.11'
C2	78.00'	122.52'	90°00'00"	N45°32'08"E	110.31'

Unplatted
DWT Investments LLC
APN: S1133223015

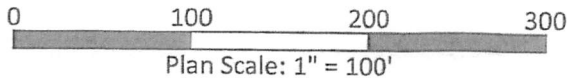


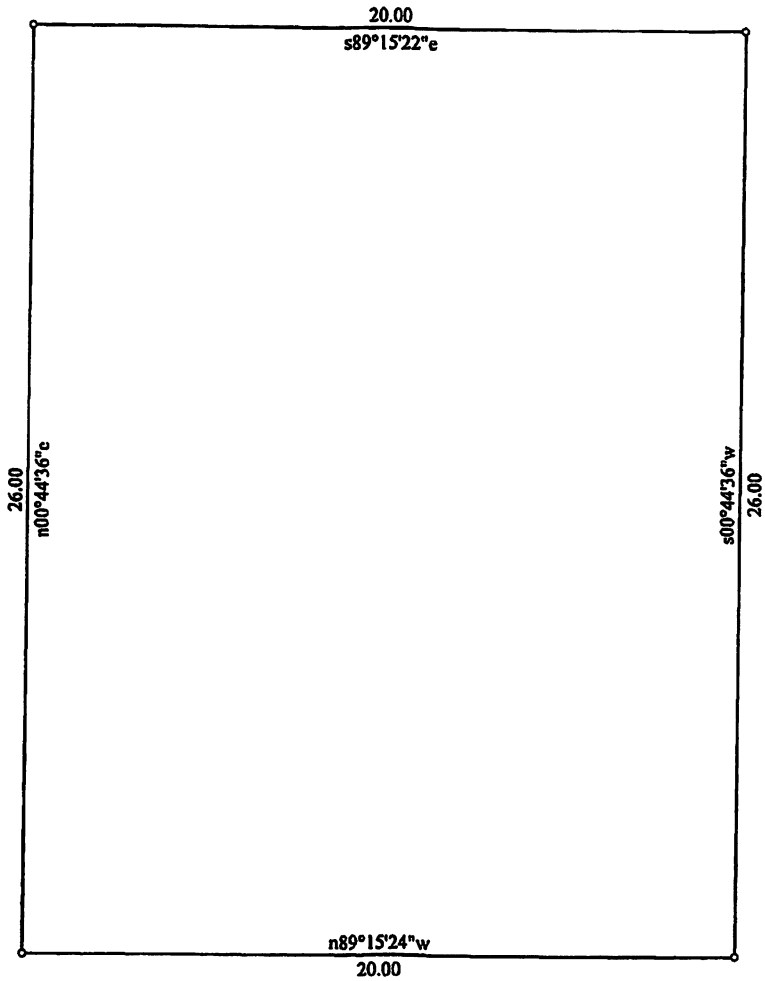
Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmeng@p.com

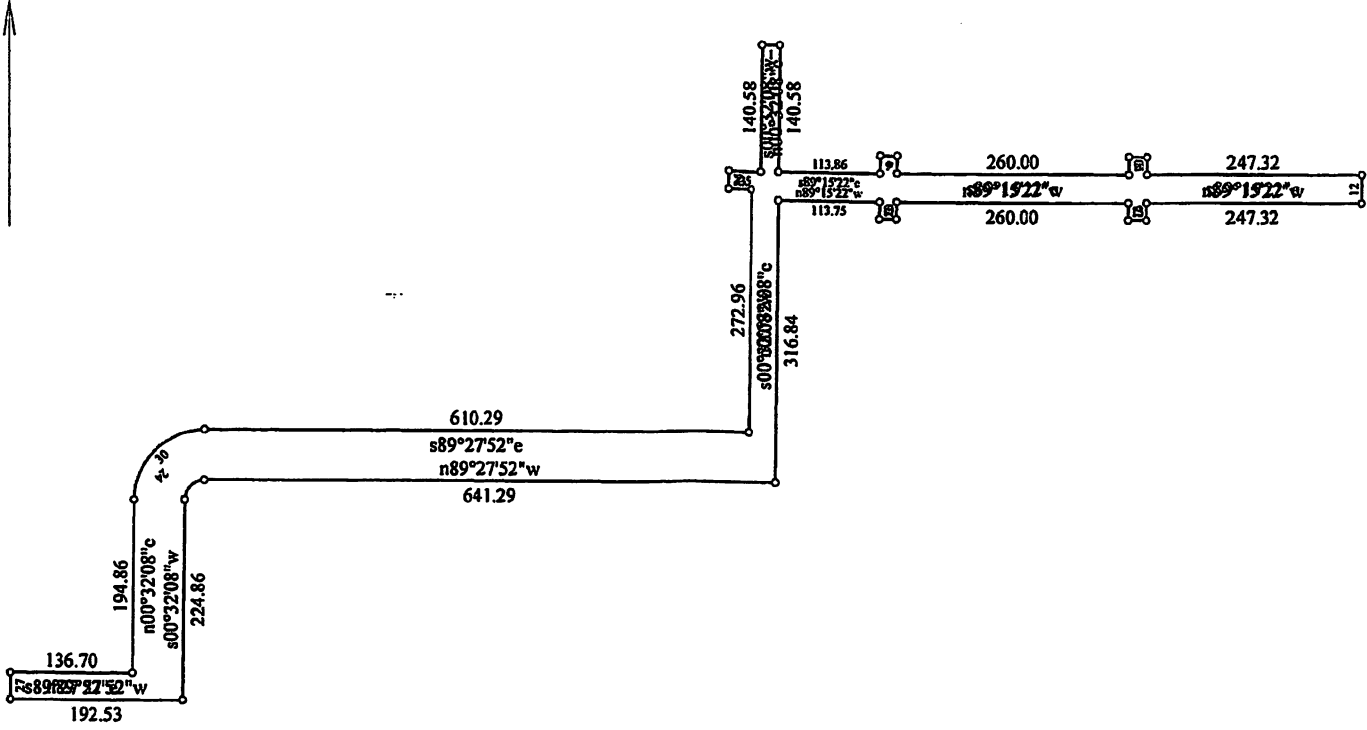
DATE: October 2020
PROJECT: 19-173
SHEET: 3 OF 3

Item #5.



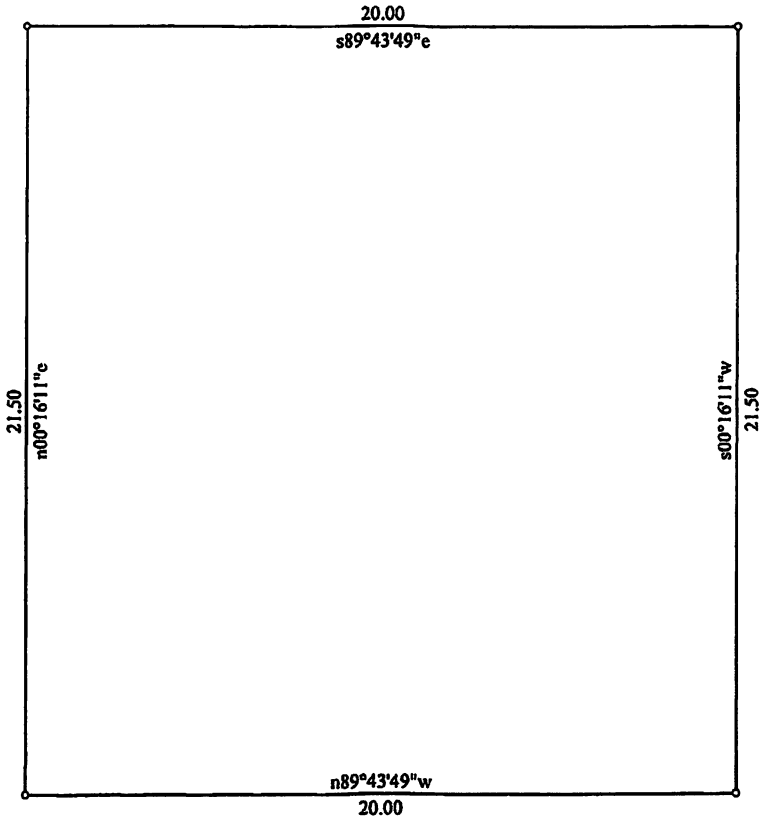
Title: 201002 City of Meridian Sewer and Water Easement 19-173 #1		Date: 10-02-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.012 Acres: 520 Sq Feet: Closure = n00.4437e 0.00 Feet: Precision >1/999999: Perimeter = 92 Feet		
001=s89.1522e 20.00	003=n89.1524w 20.00	
002=s00.4436w 26.00	004=n00.4436e 26.00	

Item #5.



Title: City of Meridian Sewer and Water Easement 19-173 parcel 2		Date: 10-06-2020
Scale: 1 inch = 200 feet	File:	
Tract 1: 2.115 Acres: 92123 Sq Feet: Closure = s13.1957e 0.01 Feet: Precision = 1/683212: Perimeter = 4672 Feet		
001=s89.1522e 20.00	014=s00.4438w 19.50	027=n00.1313e 30.00
002=s00.3208w 140.58	015=n89.1522w 20.00	028=s89.2752e 136.70
003=s89.1522e 113.86	016=n00.4438e 19.50	029=n00.3208e 194.86
004=n00.4438e 19.51	017=n89.1522w 260.00	030: R: R=78.00, Delta=90.0000
005=s89.1522e 20.00	018=s00.4438w 19.49	031=s89.2752e 610.29
006=s00.4438w 19.51	019=n89.1522w 20.00	032=n00.3208e 272.96
007=s89.1522e 260.00	020=n00.4438e 19.49	033=n89.1522w 25.91
008=n00.4438e 19.50	021=n89.1522w 113.75	034=n00.3208e 20.00
009=s89.1522e 20.00	022=s00.3208w 316.84	035=s89.1522e 36.91
010=s00.4438w 19.50	023=n89.2752w 641.29	036=n00.3208e 140.58
011=s89.1522e 247.32	024: L: R=22.00, Delta=90.0000	
012=s00.4438w 32.00	025=s00.3208w 224.86	
013=n89.1522w 247.32	026=n89.2752w 192.53	

Item #5.



Title: City of Meridian Sewer and Water Easement 19-173 No. 3		Date: 10-05-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.010 Acres: 430 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 83 Feet		
001=s00.1611w 21.50	003=n00.1611e 21.50	
002=n89.4349w 20.00	004=s89.4349e 20.00	



AGENDA ITEM

ITEM TOPIC: Utility Easement for Pressure Reducing Valve

UTILITY EASEMENT FOR PRESSURE REDUCING VALVE

THIS Easement Agreement, made this ___ day of _____, 2021 between Orchard Creek Home Owners Association, (“GRANTOR”), and the City of Meridian, an Idaho Municipal Corporation (“GRANTEE”);

WITNESSETH:

WHEREAS, the GRANTOR desires to provide a Utility Easement for a Pressure Reducing Valve (PRV) right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the PRV is to be provided and to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said PRV pipeline from time to time by the GRANTEE;

NOW, THEREFORE, in consideration of the benefits to be received by the GRANTOR, and other good and valuable consideration, the GRANTOR does hereby give, grant and convey unto the GRANTEE the right-of-way for an easement over and across the following described property:

(SEE ATTACHED EXHIBIT A and B)

The easement hereby granted is for the purpose of construction and operation of a PRV and their allied facilities, together with their maintenance, repair and replacement at the convenience of the GRANTEE, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said GRANTEE, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, GRANTEE shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, GRANTEE shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

W. E. S. S.

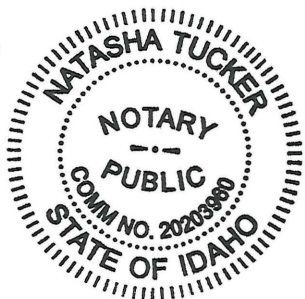
STATE OF IDAHO)

: ss.

County of Ada)

This record was acknowledged before me on May 3rd 2021 (date) by Bill Stanton the HOA President of Orchard Creek HOA

(stamp)



Natasha Tucker

Notary Signature

My Commission Expires: 10/13/26

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires: _____

EXHIBIT A
PERMANENT UTILITY EASEMENT DESCRIPTION
FOR THE
CITY OF MERIDIAN, IDAHO

An easement located in the SE 1/4 of the SW 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, and being a part of Lot 1 of Block 1 of *BICENTENNIAL FARM SUBDIVISION NO. 1* as shown in Book 116 of Plats at Pages 17423 – 17432 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southwesterly corner of said Section 33, from which an aluminum cap monument marking the southeasterly corner of said SW 1/4 bears N 89°56'28" E a distance of 2651.76 feet;

Thence N 89°56'28" E along the southerly boundary of said SW 1/4 a distance of 1669.77 feet to a point;

Thence leaving said southerly boundary N 11°54'52" W a distance of 51.09 feet to the southwest corner of said Lot 1;

Thence along the southeasterly boundary of said Lot 1 the following described courses:

Thence N 89°56'28" E a distance of 48.23 feet to a point;

Thence N 45°03'26" E a distance of 28.34 feet to a point;

Thence N 0°10'25" E a distance of 13.58 feet to the POINT OF BEGINNING;

Thence continuing N 0°10'25" E a distance of 43.00 feet to the southeasterly corner of an existing City of Meridian water easement, as described in Instrument No. 2018-119253;

Thence leaving said southeasterly boundary N 90°00'00" W along the southerly boundary of said easement a distance of 25.00 feet to a point;

Thence leaving said southerly boundary S 0°10'25" W a distance of 42.92 feet to a point;

Thence S 89°49'35" E a distance of 25.00 feet to the POINT OF BEGINNING.

Item #6.

This parcel contains 1,074 square feet (0.025 acres) and is subject to any other easements existing or in use.

This description was prepared from record information, and no field survey has been done.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
April 27, 2021

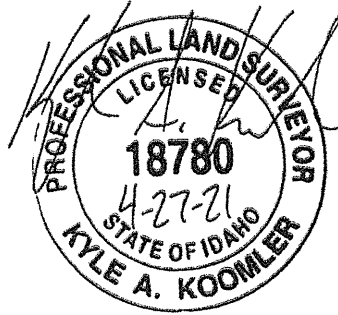
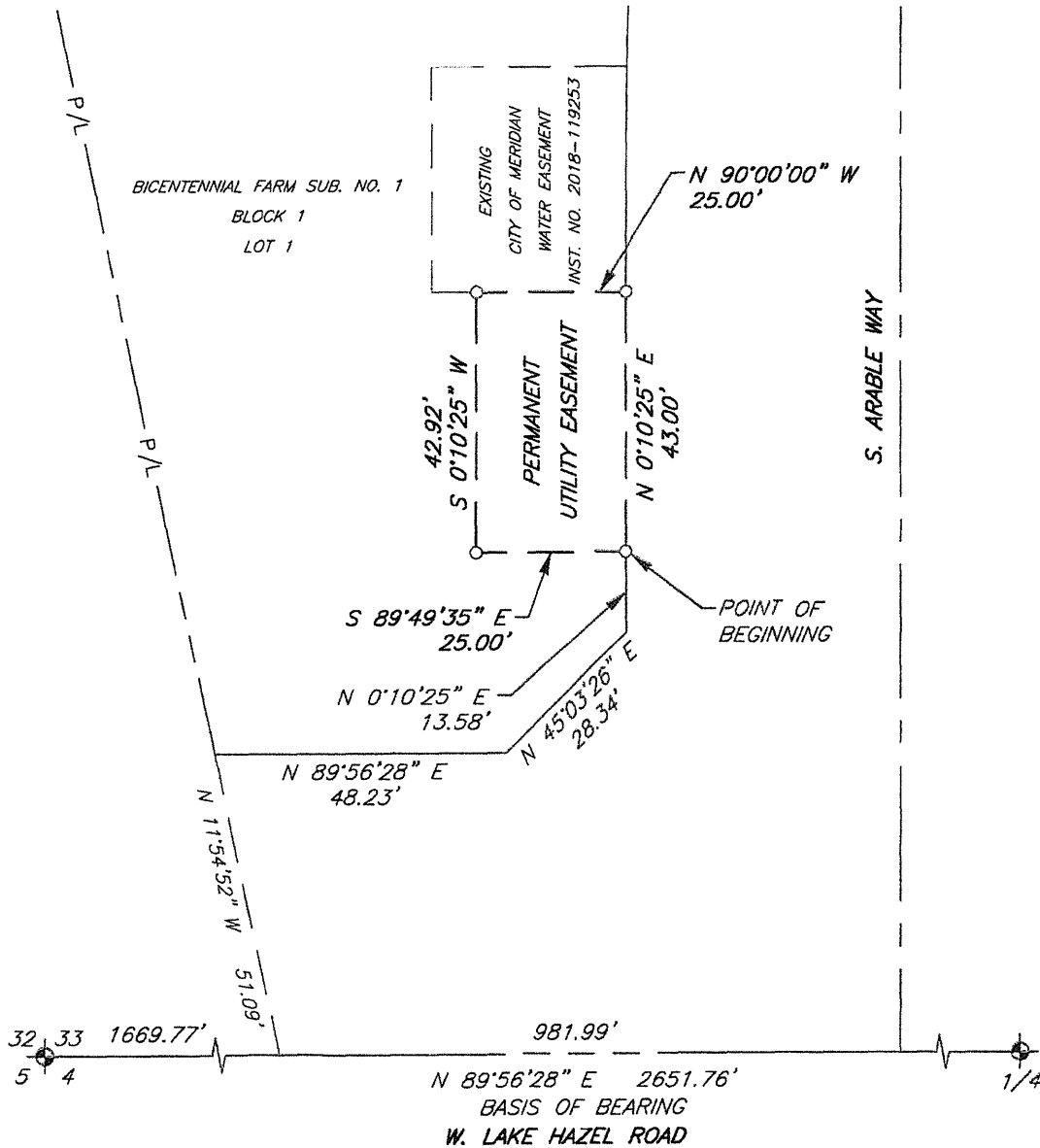


EXHIBIT B

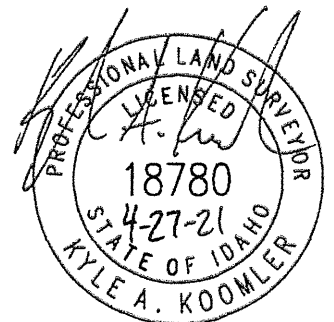
SKETCH TO ACCOMPANY PERMANENT UTILITY EASEMENT DESCRIPTION FOR THE CITY OF MERIDIAN LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO



SCALE: 1"=30'



CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312





AGENDA ITEM

ITEM TOPIC: Final Plat for Aegean Estates No. 3 (FP-2021-0031) by Engineering Solutions, LLP, Located at 4306 N. McDermott Rd.



PUBLIC HEARING INFORMATION

Staff Contact: Sonya Allen

Meeting Date: June 22, 2021

Topic: Final Plat for Aegean Estates No. 3 (FP-2021-0031) by Engineering Solutions, LLP,
Located at 4306 N. McDermott Rd.

Request:

Final plat consisting of 57 buildable lots and 4 common lots on 15.32 acres of land in the R-4 and R-8 zoning districts.

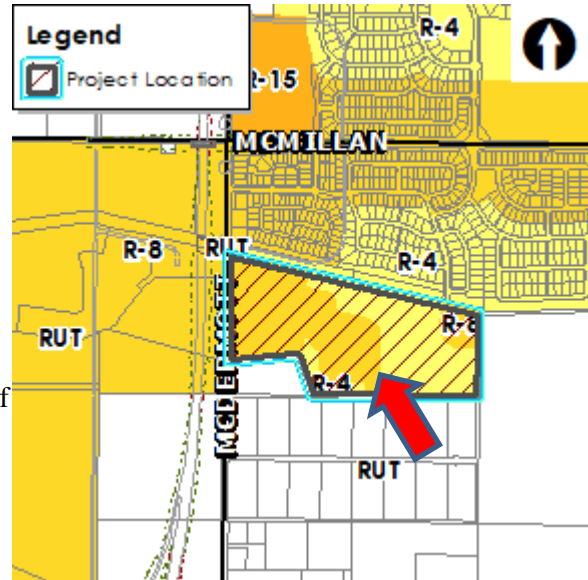
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/22/2021
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2021-0031
Aegean Estates No. 3
LOCATION: 4306 N. McDermott Rd., in the NW ¼ of Section 33, Township 4N., Range 1W.



I. PROJECT DESCRIPTION

Final plat consisting of 57 buildable lots and 4 common lots on 15.32-acres of land in the R-4 and R-8 zoning districts.

II. APPLICANT INFORMATION

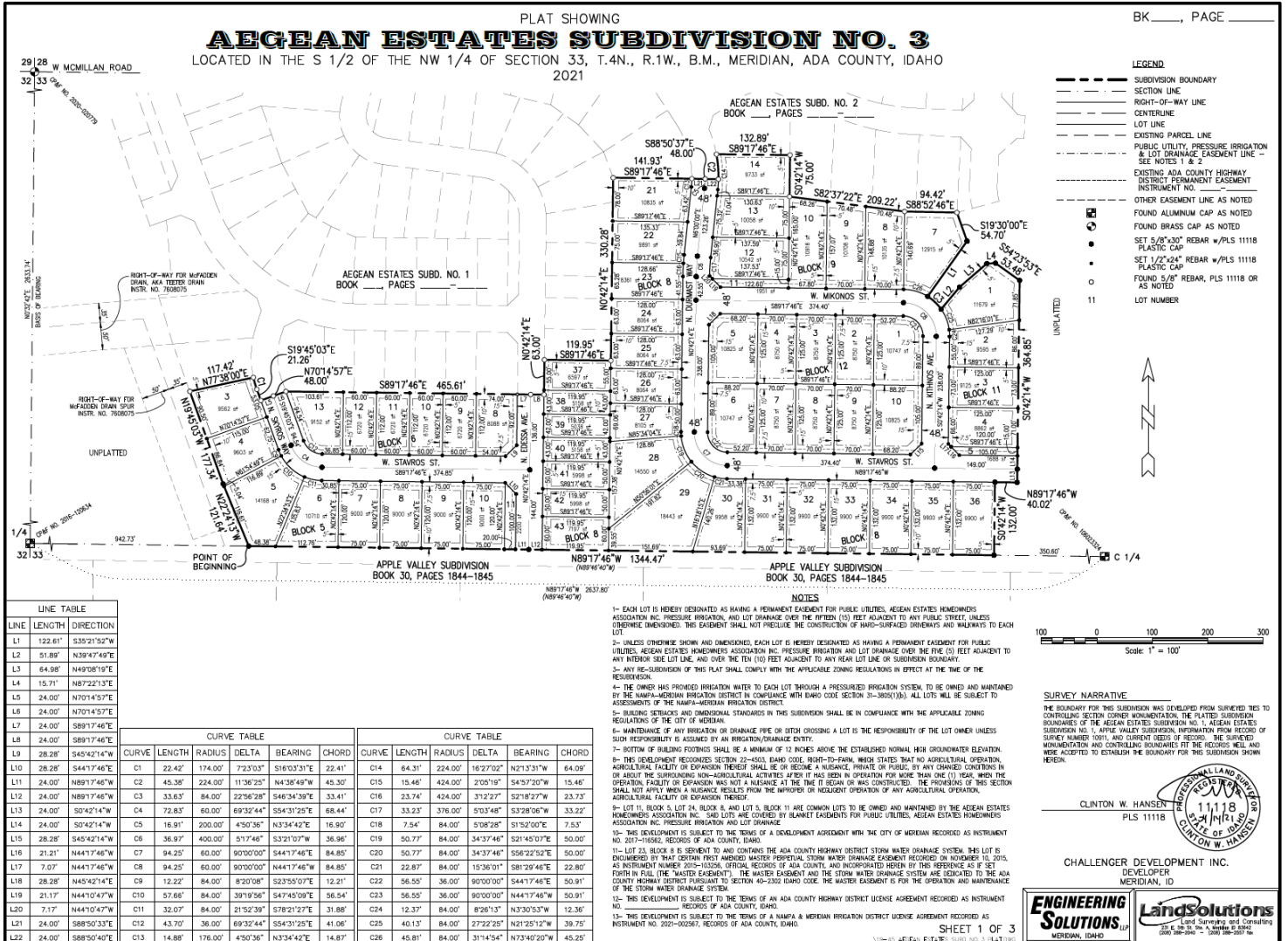
- A. Applicant:
Shari Stiles, Engineering Solutions, LLP – 1029 N. Rosario St., Ste. 100, Meridian, ID 83642
- B. Owner:
Endurance Holdings, LLC – 1977 E. Overland Rd., Meridian, ID 83642
- C. Representative:
Same as Applicant

III. STAFF ANALYSIS

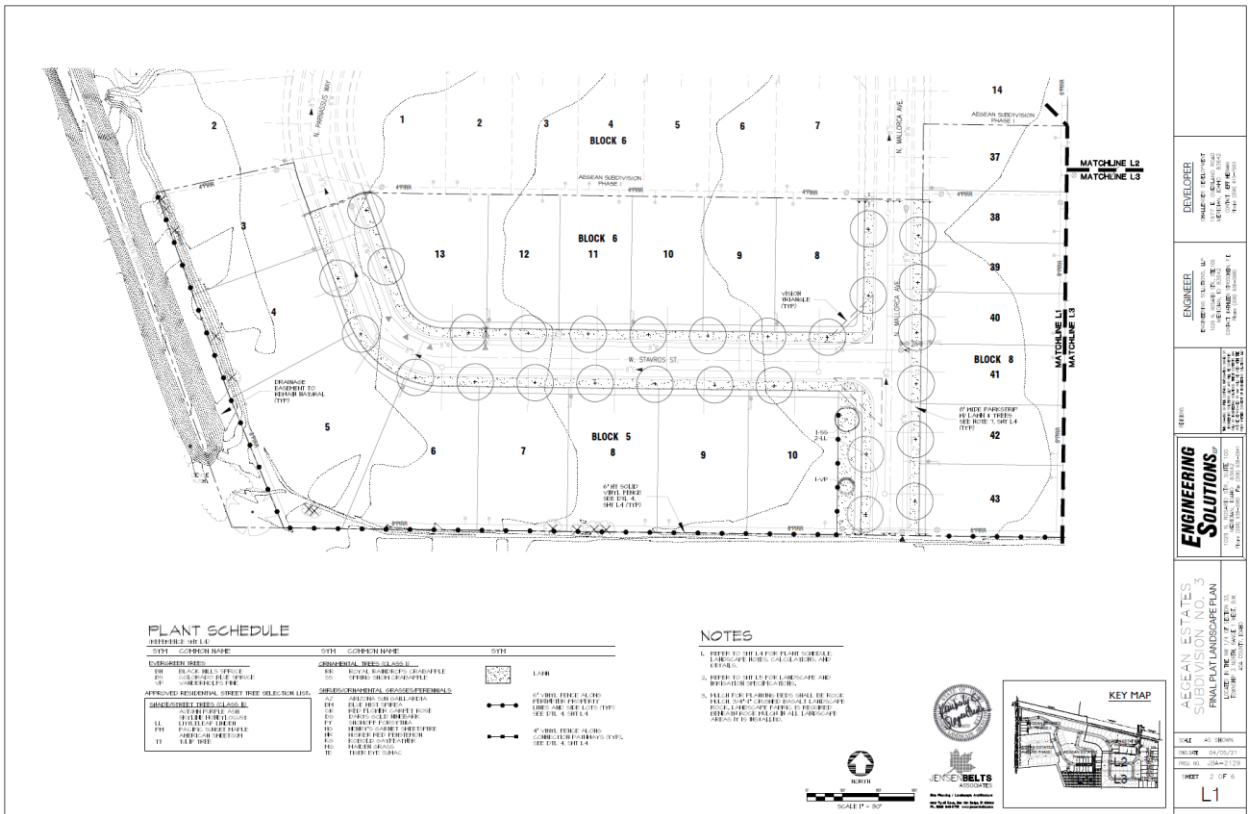
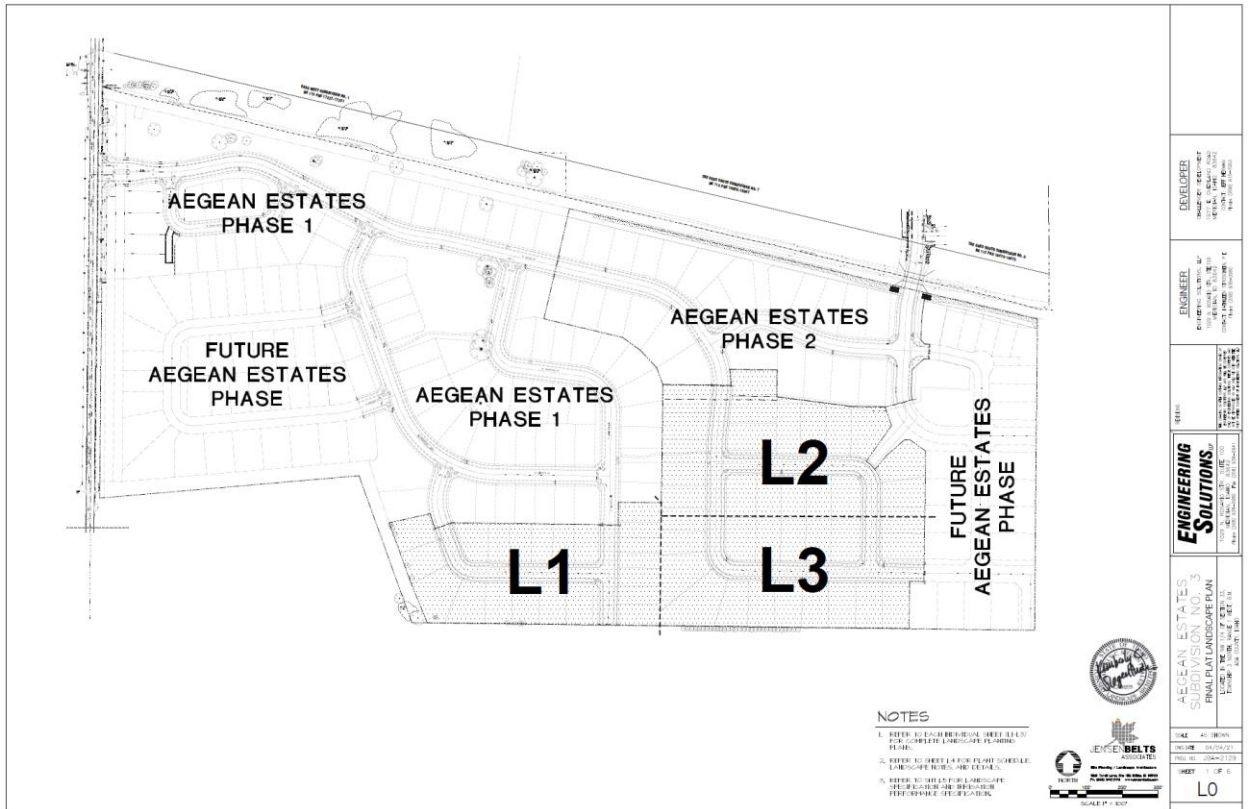
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2017-0114) in accord with the requirements listed in UDC 11-6B-3C.2.

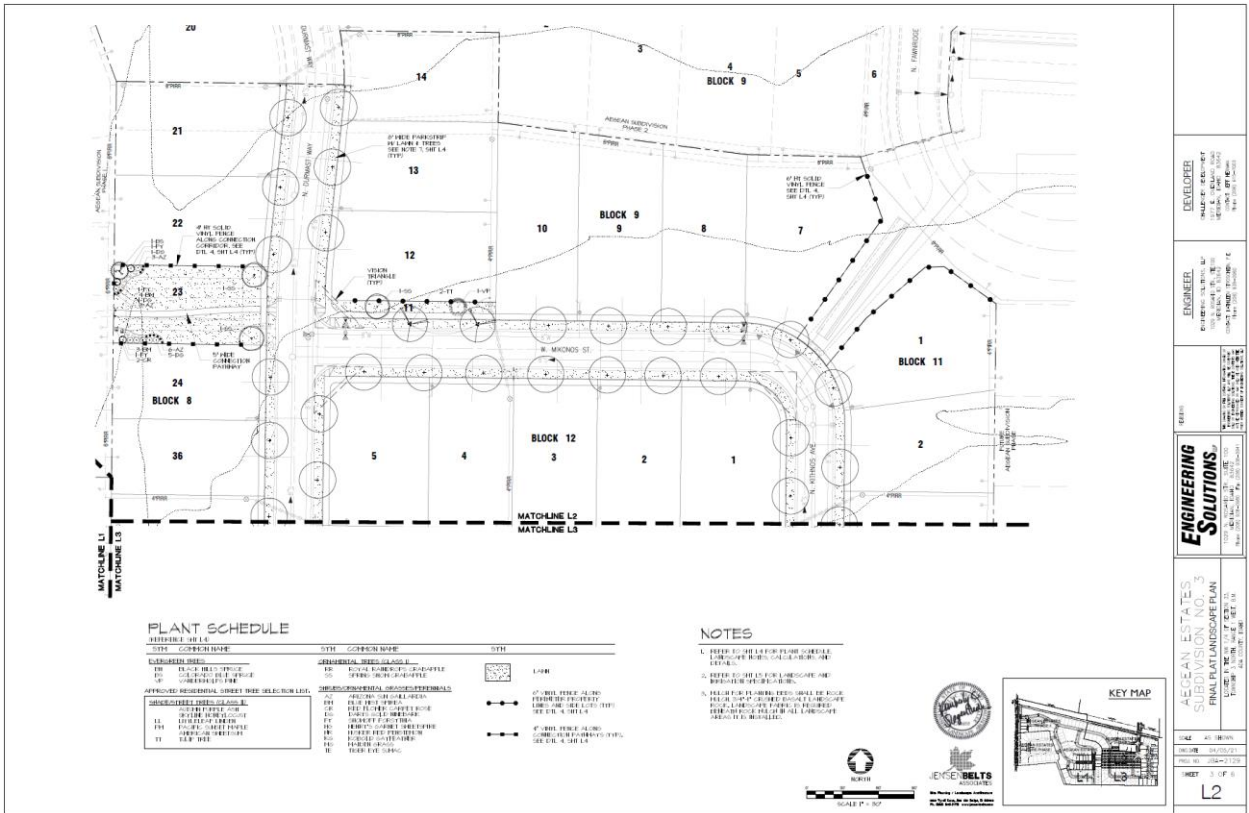
In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. Staff has reviewed the proposed plat and the number of buildable lots did not increase and the amount of common open space increased slightly. Therefore,

B. Final Plat (dated: 4/14/21)



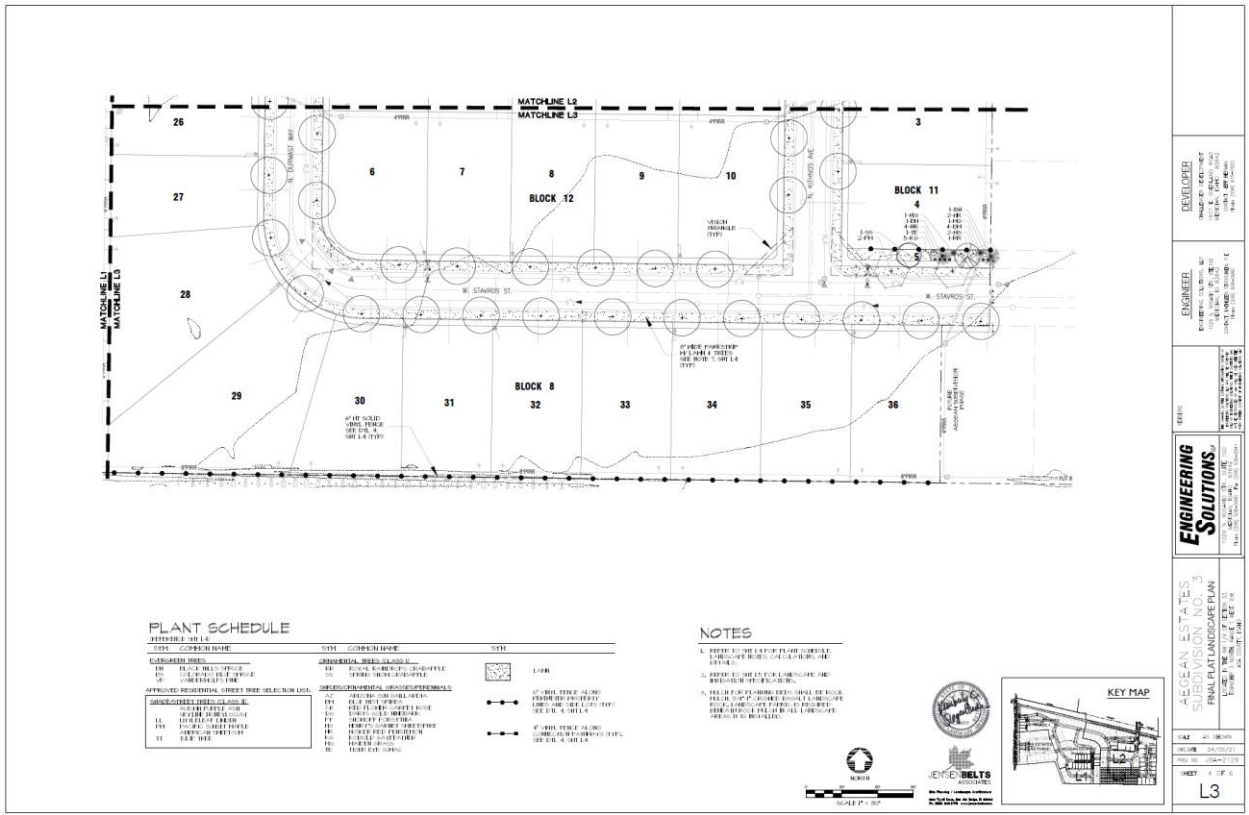
C. Landscape Plan (dated: 04/05/2021)





DEVELOPER: HERRING HILLS DEVELOPMENT, LLC
 ENGINEER: JENSEN BELTS & ASSOCIATES, INC.
ENGINEERING SOLUTIONS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: JENSENBELTS.COM

AREAN ESTIMATES SUBDIVISION NO. 3 FINAL PLANT LANDSCAPE PLAN
 SHEET 5 OF 6



DEVELOPER: HERRING HILLS DEVELOPMENT, LLC
 ENGINEER: JENSEN BELTS & ASSOCIATES, INC.
ENGINEERING SOLUTIONS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: JENSENBELTS.COM

AREAN ESTIMATES SUBDIVISION NO. 3 FINAL PLANT LANDSCAPE PLAN
 SHEET 6 OF 6

- e. Depict a minimum 15-foot wide common lot with a minimum 5-foot wide pathway within Block 8 for future pedestrian connectivity to the south in order to comply with the block face standards listed in UDC 11-6C-3F.3a.

A copy of the revised plat shall be submitted for City Engineer signature.

5. The landscape plan prepared by Jensen Belts Assoc., dated 04/5/2021, included in Section V.C, shall be revised as follows:
 - a. Depict a minimum 15-foot wide common lot with a minimum 5-foot wide pathway within Block 8 for future pedestrian connectivity to the south in order to comply with the block face standards listed in UDC 11-6C-3F.3a.
 - b. Depict a *mix* of trees and shrubs within the landscape strips along all pathways in accord with UDC [11-3B-12C.2](#).
6. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
7. All fencing shall comply with the standards of UDC 11-3A-7C.
8. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

Site Specific Conditions:

1. The street light plan submitted with the construction plans appear to meet city requirements based on a preliminary review. The type 1 streetlights on McDermott need to be placed over McDermott Road, and not the entry road.

General Conditions:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.

6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental

Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. **DO NOT RECORD**. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Water Department at (208)888-5242 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Final Plat for Oaks North Subdivision No. 10 (FP-2021-0035) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.



PUBLIC HEARING INFORMATION

Staff Contact: Joseph Dodson

Meeting Date: June 22, 2021

Topic: Final Plat for Oaks North Subdivision No. 10 (FP-2021-0035) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.

Request:

Final Plat consisting of 54 single-family residential building lots and 11 common lots on 15 acres of land in the R-4 and R-8 zoning districts.

Information Resources:

[Click Here for Application Materials](#)



AGENDA ITEM

ITEM TOPIC: Approval of Award of Bid and Construction Contract Between City of Meridian and Treasure Valley Drilling, LLC for Well 9B Construction for the Not-to-Exceed Amount of \$454,051.00 and Authorize Procurement Manager to Sign Purchase Order for the Not-to-Exceed Amount of \$454,051.00



Mayor Robert E. Simison
City Council Members
Treg Bernt
Joe Borton
Luke Cavener
Brad Hoaglund
Jessica Perreault
Liz Strader

TO: Mayor Robert E. Simison

FROM: Dean Stacey
Engineering Project Manager

DATE: June 14, 2021

SUBJECT: PROJECT INFORMATION: FOR CONSTRUCTION OF PRODUCTION WELL 9B, ESTIMATED COST OF \$454,000 WITH TREASURE VALLEY DRILLING.

I. DEPARTMENT CONTACT PERSONS

Dean Stacey, Engineering Project Manager	208-489-0386
Kyle Radek, Assistant City Engineer	208-489-0343
Warren Stewart, City Engineer	208-489-0350
Dale Bolthouse, Director of Public Works	208-985-1257

II. DESCRIPTION

A. Background

Development continues to increase demand for potable water in the City of Meridian. The City also needs to maintain service to current residents and businesses. Wells and pumping facilities that have exceeded their design life must be replaced in order for the City to maintain water production and meet consumer needs.

B. Proposed Project

This project is the construction of a 2,000+ gallon-per-minute production well located on the same lot and adjacent to the existing well 9. A new pumping facility is planned for construction in 2022.

III. **IMPACT**

A. Fiscal Impact:

Project Costs:

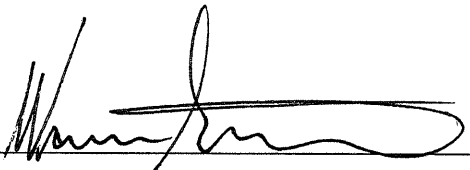
Fiscal Year 2020 Estimated Construction Cost		\$454,051
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Available Project Funding:

Fiscal Year 2020 Well 9	Account Code / Codes 60-3490-96122	\$510,000
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V. **TIME CONSTRAINTS**

Approval of this request will allow for the award of the construction project for drilling well 9B production well in FY 2021.

Approved for Council Agenda:  _____

**CONTRACT FOR PUBLIC WORKS CONSTRUCTION
WELL 9B PRODUCTION CONSTRUCTION
PROJECT # 10550.e**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION is made this _____ day of June, 2021, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and Treasure Valley Drilling, LLC, hereinafter referred to as "CONTRACTOR", whose business address is 5840 Adams Rd. New Plymouth, ID 83655 and whose Public Works Contractor License # is C-046777.

INTRODUCTION

Whereas, the City has a need for services involving Well 9B Construction; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Work:

1.1 CONTRACTOR shall perform and furnish to the City upon execution of this Contract and receipt of the City's written notice to proceed, all services and work, and comply in all respects, as specified in the document titled "Scope of Work" a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the City shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such work, or any part thereof, and to authorize others to do so.

1.3 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions. The Contractor

represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by the Contractor at the City's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

2. Consideration

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of \$454,051.00.

2.2 The Contractor shall provide the City with a monthly statement and supporting invoices, as the work warrants, of fees earned and costs incurred for services provided during the billing period, which the City will pay within 30 days of receipt of a correct invoice and approval by the City. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

2.3 Except as expressly provided in this Agreement, Contractor shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups or material escalations. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

3. Term:

3.1 This agreement shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, (b) or unless sooner terminated as provided in Sections 3.2, 3.3, and Section 4 below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, City, at City's option, may terminate this Agreement by giving written notification to Contractor.

3.3 Should City fail to pay Contractor all or any part of the compensation set forth in Exhibit B of this Agreement on the date due, Contractor, at the Contractor's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

4. **Liquidated Damages:**

Substantial Completion shall be accomplished within 120 (one hundred twenty) calendar days from Notice to Proceed. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$150.00 (one hundred fifty dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

Upon receipt of a Notice to Proceed, the Contractor shall have 150 (one hundred fifty) calendar days to complete the work as described herein. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$150.00 (one hundred fifty dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty. See Milestones listed in the Payment Schedule for Substantial Completion.

5. **Termination:**

5.1 If, through any cause, CONTRACTOR, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if City determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. CONTRACTOR may terminate this agreement at any time by giving at least sixty (60) days notice to CITY.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by CONTRACTOR under this Agreement shall, at the option of the CITY, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

5.2 Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this

Agreement by CONTRACTOR, and the CITY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR is determined. This provision shall survive the termination of this agreement and shall not relieve CONTRACTOR of its liability to the CITY for damages.

6. Independent Contractor:

6.1 In all matters pertaining to this agreement, CONTRACTOR shall be acting as an independent contractor, and neither CONTRACTOR nor any officer, employee or agent of CONTRACTOR will be deemed an employee of CITY. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

6.2 Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of the City.

6.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction and supervision and control of the Contractor.

7. Sub-Contractors:

Contractor shall require that all of its sub-contractors be licensed per State of Idaho Statute # 54-1901.

8. Removal of Unsatisfactory Employees:

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

9. Indemnification and Insurance:

9.1 CONTRACTOR shall indemnify and save and hold harmless CITY and its elected officials, officers, employees, agents, and volunteers from and for any and

all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by the CONTRACTOR, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees. CONTRACTOR shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law.. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, CONTRACTOR covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from , or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. CONTRACTOR shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing CONTRACTOR'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date Contractor begins performance of it's obligations under this Agreement. In the event the insurance minimums are changed, CONTRACTOR shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

9.2 Insurance is to be placed with an Idaho admitted insurer with a Best's rating of no less than A-.

9.3 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4 To the extent of the indemnity in this contract, Contractor's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance except as to the extent of City's negligence.

9.5 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6 All insurance coverages for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

9.7 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

10. Time is of the Essence:

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Bonds:

Payment and Performance Bonds are required on all Public Works Improvement Projects per the ISPWC and the City of Meridian Supplemental Specifications & Drawings to the ISPWC, which by this reference are made a part hereof. Contractor is required to furnish faithful performance and payment bonds in the amount of 100% of the contract price issued by surety licensed to do business in the State of Idaho with a Best's rating of no less than A-. In the event that the contract is subsequently terminated for failure to perform, the contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

12. Warranty:

All construction and equipment provided under this agreement shall be warranted for 2 years from the date of the City of Meridian acceptance per the ISPWC and the Meridian Supplemental Specifications & Drawings to the ISPWC and any modifications, which by this reference are made a part hereof.

All items found to be defective during a warranty inspection and subsequently corrected will require an additional two (2) year warranty from the date of City's acceptance of the corrected work.

13. Changes:

The CITY may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and CONTRACTOR, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.

14. Taxes:

The City of Meridian is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid pricing.

15. Meridian Stormwater Specifications:

All construction projects require either a Storm Water Pollution Prevention Plan (SWPPP) or an erosion sediment control plan (ESCP) as specified in the City of Meridian Construction Stormwater Management Program (CSWMP) manual. The CSWMP manual containing the procedures and guidelines can be found at this address: <http://www.meridiancity.org/environmental.aspx?id=13618>.

Contractor shall retain all stormwater and erosion control documentation generated on site during construction including the SWPPP manual, field inspections and amendments. Prior to final acceptance of the job by the City the contractor shall return the field SWPPP manual and field inspection documents to the City for review. A completed Contractor Request to File Project N.O.T. with the EPA form shall be provided to the City with the documents. These documents shall be retained, reviewed and approved by the City prior to final acceptance of the project.

16. ACHD:

Contractor shall be responsible for coordinating with the City to obtain appropriate ACHD permit(s) and will reimburse the City for fees, fines, or penalties City incurs due to Contractor's violation of any ACHD policy. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City's behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to, and conterminous with, the term and scope of this Agreement.

17. Reports and Information:

17.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

17.2 Contractor shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

18. Audits and Inspections:

At any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement. CONTRACTOR shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. Publication, Reproduction and Use of Material:

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Equal Employment Opportunity:

In performing the work herein, Contractor agrees to comply with the provisions of Title VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2176. Specifically, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Contractor will take affirmative action during employment or training to insure that employees are treated without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. In performing the Work required herein, CONTRACTOR shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

21. Employment of Bona Fide Idaho Residents:

Contractor must comply with Idaho State Statute 44-1002 which states that the Contractor employ ninety-five percent (95%) bona fide Idaho residents.

22. Advice of Attorney:

Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.

23. Attorney Fees:

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate

contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

24. Construction and 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.

25. Waiver of Default:

Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.

26. Entire Agreement:

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

27. Assignment:

It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

28. Payment Request:

Payment requests shall be submitted to City of Meridian through the City's project management software. The Project Manager will compare the invoice against the Payment Schedule in the Agreement for compliance. Upon approval that the work has been done and is in compliance with the Agreement, the Project Manager will approve the pay request for processing. City of Meridian payment terms are Net 30 from the date City receives a correct invoice. Final payment will not be released until the City has received a tax release from the Tax Commission. Retainage of five percent (5%) of the current contract value will be withheld from the final pay application(s) until final completion has been met and releases from both the Idaho Tax Commission and Surety have been received by the City.

29. Cleanup:

Contractor shall keep the worksite clean and free from debris. At completion of work and prior to requesting final inspection, the Contractor shall remove all traces of waste materials and debris resulting from the work. Final payment will not be made if cleanup has not been performed.

30. Order of Precedence:

The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.

31. Compliance with Laws:

In performing the scope of work required hereunder, CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

32. Applicable Law:

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

33. Notices:

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY
City of Meridian
Procurement Manager
33 E Broadway Ave
Meridian, ID 83642
208-489-0417

CONTRACTOR
TREASURE VALLEY DRILLING, LLC
Attn: Trisha Post
5840 Adams Rd.
New Plymouth, ID 83655
Phone: 208-465-6100
Email: tvdrilling@gmail.com
Idaho Public Works License #046777

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

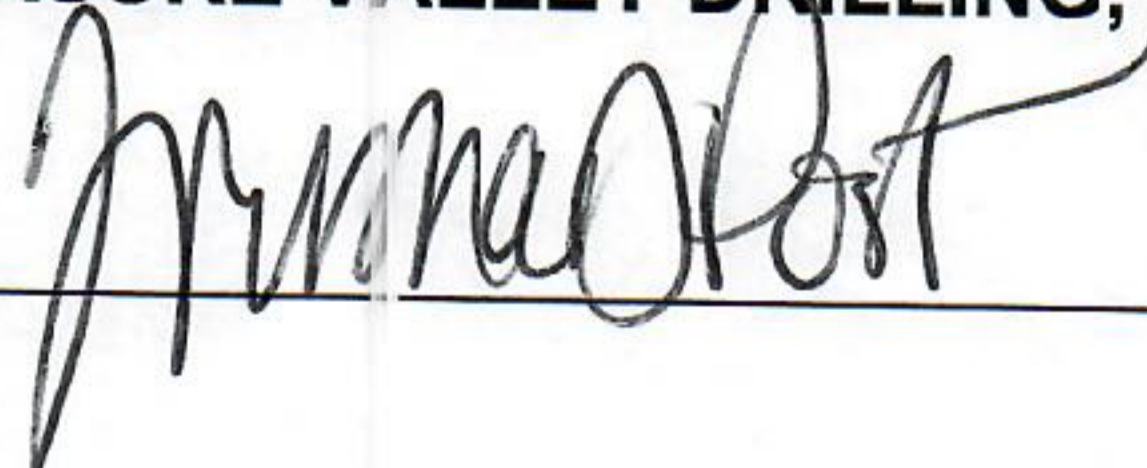
34. Approval Required:

This Agreement shall not become effective or binding until approved by the City of Meridian.

CITY OF MERIDIAN

BY: _____
KEITH WATTS, Procurement Manager

TREASURE VALLEY DRILLING, LLC

BY:  _____

Item #9.

Dated: _____

Dated: 6/15/2021 _____

Date Approved by Council: _____

Project Manager
Dean Stacey

EXHIBIT A

SCOPE OF WORK

REFER TO INVITATION TO BID PW-2020-10550.E ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the Invitation to Bid Package # PW-2020-10550.E, are by this reference made a part hereof.

SPECIFICATIONS / SCOPE OF WORK

All construction work shall be done in accordance with the current version of the Idaho Standards for Public Works Construction (ISPWC), the 2013 City of Meridian Supplemental Specifications to the ISPWC (and any Addendums).

See separate attached documents:

- **SITE EVALUATION, WELL ENGINEERING REPORT, SPECIFICATION SUBMITTAL** by SPF Engineering dated 4/15/2021 (3 pages)
- **SPECIFICATIONS** (22 pages)

Exhibit B
MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$454,051.00.

MILESTONE DATES/SCHEDULE				
Milestone 1	Substantial Completion		120 Days from Notice to Proceed	
Milestone 2	Final Completion		150 Days from Notice to Proceed	
PRICING SCHEDULE				
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the WELL 9B PRODUCTION CONSTRUCTION PROJECT per IFB PW-2020-10550.e.				
NOT TO EXCEED CONTRACT TOTAL.....\$454,051.00				
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city.				
Contract Pricing Schedule				
Item No.	Description	Quantity	Unit	Unit Price
1	Mobilization and demobilization	1	LS	\$ 35,000.0
2	Drill for, furnish, install, and seal 24-inch surface casing	45	LF	\$ 29,250.0
3	Drill 8-inch pilot borehole	655	LF	\$ 72,050.0
4	Geophysical and caliper logging	1	LS	\$ 7,500.0
5	Abandon pilot borehole	20	LF	\$ 1,100.0
6	Ream for 23-inch borehole	515	LF	\$ 82,400.0
7	Furnish and install PVC casing	562	LF	\$ 83,176.0
8	Furnish and install bentonite/cement grout seal	560	LF	\$ 25,200.0
9	Ream for 15-inch borehole	120	LF	\$ 19,200.0
10	Furnish and install 9-inch, stainless steel well screen	105	LF	\$ 23,625.0
11	Furnish and install 9-inch "tight-wrap" stainless steel headpipe/blank	30	LF	\$ 6,750.0
12	Furnish and install sand filter pack	140	LF	\$ 6,300.0
13	Mechanical and pump development	40	HR	\$ 20,000.0
14	Furnish and install packer assembly	1	LS	\$ 11,500.0
15	Install and remove test pump	1	LS	\$ 15,000.0
16	Test pumping	28	HR	\$ 14,000.0
17	Video log	1	LS	\$ 1,000.0
18	Rig Time	2	HR	\$1,000.0

Bid Form (BT-46NV)

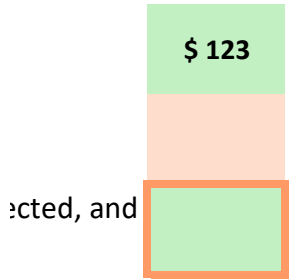
Legend

The green cells with bolded numbers indicate that this bid was the lowest price.

The orange cells indicate that this item from that vendor was selected.

The green cells with orange outline indicate that this item from that vendor was selected and has the lowest price.

Item #9.



Item #9.



BID RESULTS

BID NAME: Well 9B Production

DUE DATE & TIME: May 24, 2021 2:30

BID NUMBER: PW-2020-10550.e

						Treasure Valley Drilling	
						Total Cost	\$ 454,051.0
						Selected #	18
							\$ 454,051.0
#	Items	Selected	Lowest	Quantity	Unit	Unit Price	Total Cost
0							
#0-1	Mobilization and demobilization	\$ 35,000.0	\$ 35,000.0	1	LS	\$ 35,000.0	\$ 35,000.0
#0-2	Drill for, furnish, install, and seal 24-inch surface casin	\$ 29,250.0	\$ 29,250.0	45	LF	\$ 650	\$ 29,250.0
#0-3	Drill 8-inch pilot borehole	\$ 72,050.0	\$ 72,050.0	655	LF	\$ 110	\$ 72,050.0
#0-4	Geophysical and caliper logging	\$ 7,500.0	\$ 7,500.0	1	LS	\$ 7,500.0	\$ 7,500.0
#0-5	Abandon pilot borehole	\$ 1,100.0	\$ 1,100.0	20	LF	\$ 55	\$ 1,100.0
#0-6	Ream for 23-inch borehole	\$ 82,400.0	\$ 82,400.0	515	LF	\$ 160	\$ 82,400.0
#0-7	Furnish and install PVC casing	\$ 83,176.0	\$ 83,176.0	562	LF	\$ 148	\$ 83,176.0
#0-8	Furnish and install bentonite/cement grout seal	\$ 25,200.0	\$ 25,200.0	560	LF	\$ 45	\$ 25,200.0
#0-9	Ream for 15-inch borehole	\$ 19,200.0	\$ 19,200.0	120	LF	\$ 160	\$ 19,200.0
#0-10	Furnish and install 9-inch, stainless steel well screen	\$ 23,625.0	\$ 23,625.0	105	LF	\$ 225	\$ 23,625.0
#0-11	Furnish and install 9-inch "tight-wrap" stainless steel t	\$ 6,750.0	\$ 6,750.0	30	LF	\$ 225	\$ 6,750.0
#0-12	Furnish and install sand filter pack	\$ 6,300.0	\$ 6,300.0	140	LF	\$ 45	\$ 6,300.0
#0-13	Mechanical and pump development	\$ 20,000.0	\$ 20,000.0	40	HR	\$ 500	\$ 20,000.0
#0-14	Furnish and install packer assembly	\$ 11,500.0	\$ 11,500.0	1	LS	\$ 11,500.0	\$ 11,500.0
#0-15	Install and remove test pump	\$ 15,000.0	\$ 15,000.0	1	LS	\$ 15,000.0	\$ 15,000.0
#0-16	Test pumping	\$ 14,000.0	\$ 14,000.0	28	HR	\$ 500	\$ 14,000.0
#0-17	Video log	\$ 1,000.0	\$ 1,000.0	1	LS	\$ 1,000.0	\$ 1,000.0
#0-18	Rig time	\$ 1,000.0	\$ 1,000.0	2	HR	\$ 500	\$ 1,000.0

CONTRACT CHECKLIST

Item #9.

I. PROJECT INFORMATION

Date: 4/29/2021 REQUESTING DEPARTMENT Public Works

Project Name: Well 9B Production Well - Construction

Project Manager: Dean Stacey Contract Amount: \$454,051

Contractor/Consultant/Design Engineer: Consultant - SPF Water Engineering / Contractor - Treasure Valley Drilling, LLC

Is this a change order? Yes No Change Order No. _____

II. BUDGET INFORMATION (Project Manager to Complete)

Fund: 60 Budget Available (Purchasing attach report):

Department: 3490 Yes No

GL Account: 96122 FY Budget: 2021

Project Number: 10550.E Enhancement: Yes No

Will the project cross fiscal years? Yes No

III. Contract Type

Construction

Task Order

Professional Service

Equipment

Grant

IV. GRANT INFORMATION - to be completed only on Grant funded projects

Grant #: N/A Wage Determination Received N/A Wage Verification 10 Days prior to bid due date N/A Debarment Status (Federal Funded) N/A

Print and Attach the determination Print, attach and amend bid by addendum (if changed) www.sam.gov Print and attach

V. BASIS OF AWARD

BID	RFP / RFQ	TASK ORDER
Award based on Low Bid	Highest Ranked Vendor Selected	Master Agreement Category _____
(Bid Results Attached) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: _____
Typical Award Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If no please state circumstances and conclusion: _____		
One bid submitted _____		
Date Award Posted: <u>6/1/2021</u>	7 day protest period ends: _____	

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION

PW License 46777 Expiration Date: 4/30/2022 Corporation Status Active

Insurance Certificates Received (Date): 6/15/2021 Expiration Date: 11/20/2021 Rating: A

Payment and Performance Bonds Received (Date): _____ Rating: _____

Builders Risk Ins. Req'd: Yes No If yes, has policy been purchased? _____

(Only applicable for projects above \$1,000,000)

VII. TASK ORDER SELECTION (Project Manager to Complete)

Reason Consultant Selected 1 Performance on past projects

Check all that apply Quality of work On Budget

On Time Accuracy of Construction Est

2 Qualified Personnel

3 Availability of personnel

4 Local of personnel

Description of negotiation process and fee evaluation: _____

Kyle Radek
Enter Supervisor Name Date Approved

VIII. AWARD INFORMATION

Date Submitted to Clerk for Agenda: June 15, 2021 Approval Date _____ By: _____

Purchase Order No.: _____ Date Issued: _____ WH5 submitted _____

(Only for PW Construction Projects)

NTP Date: _____



AGENDA ITEM

ITEM TOPIC: Community Development: Fiscal Year 2021 Budget Amendment in the Amount of \$35,963.00 for Reclass of Administrative Assistant to Economic Development Business Liaison



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Cameron Arial, Community Development **Meeting Date:** June 22, 2021
Presenter: Cameron Arial **Estimated Time:** 5 minutes
Topic: Community Development: Fiscal Year 2021 Budget Amendment in the Amount of \$35,963.00 for Reclasp of Administrative Assistant to Economic Development Business Liaison

Recommended Council Action:

Approval of Budget Amendment in the amount of \$35,963 to fund the reclassification of the vacant Administrative Assistant position to a professional-level position of Economic Development Business Liaison.

Background:

The Department was approved for the addition of an Administrative Assistant position during the FY2021 budget cycle. Early in the fiscal year, it became evident that a higher level position with the skills, knowledge, and ability to respond and identify the needs of the business and development community was needed.

A new job description was developed with a focus on retaining and expanding the City’s existing business base and implementing proactive measures to grow and expand the City’s economic base. The job description was submitted to Human Resources and evaluated by AmeriBen, which determined the classification level resulting in this Budget Amendment request.

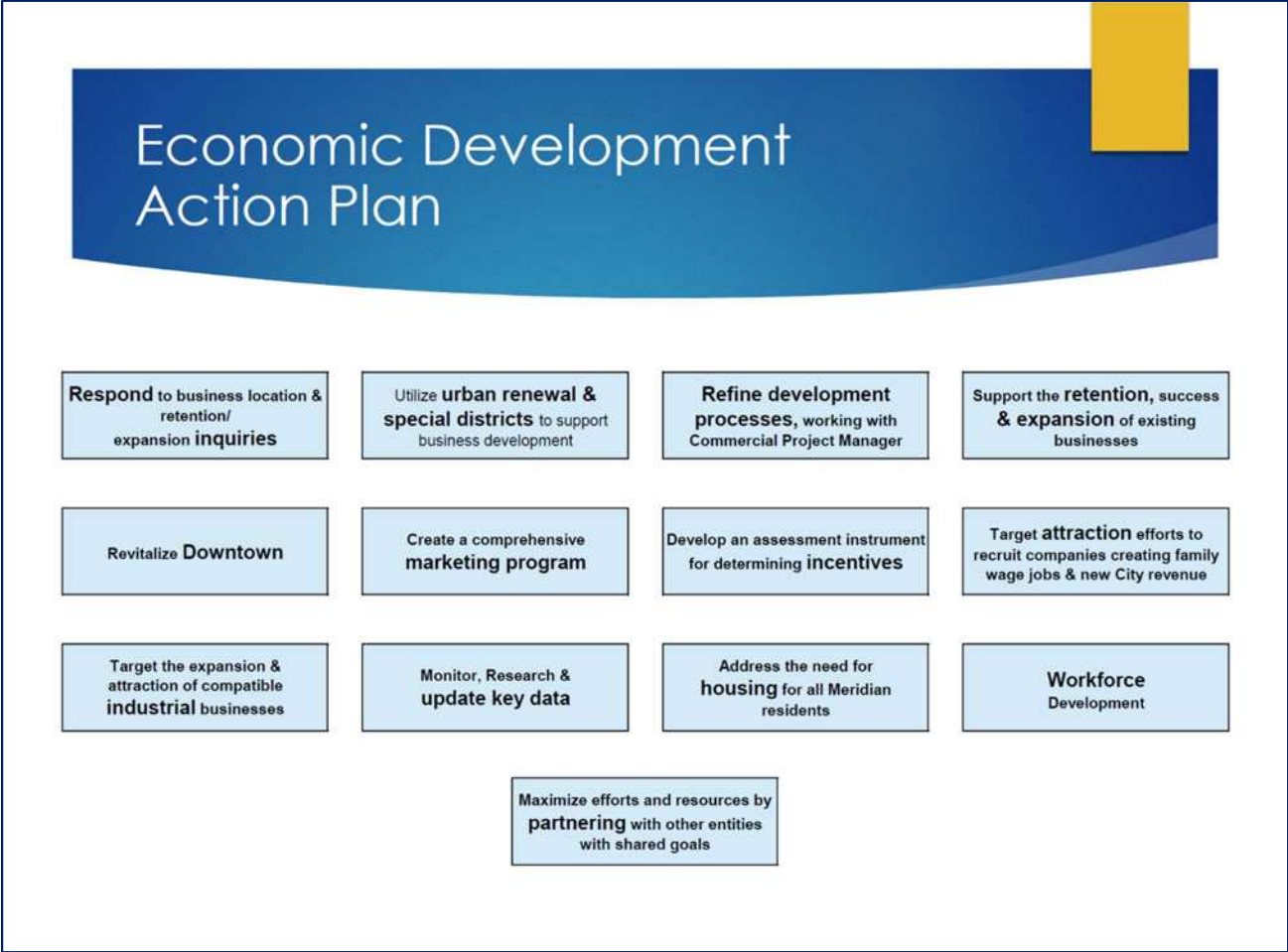
The Meridian business community will be better served with the reclassification of this position to a professional level. It will enable the Department to proactively implement priorities identified in the City Strategic Plan, Comprehensive Plan, and recent Economic Development Analysis.

The goals, priorities, recommendations that appear in these documents were coalesced to develop an Economic Development Action Plan. The action items below simply cannot be addressed with one professional-level staff member.

Currently, the majority of the City’s economic development activities are reactive. Many inquiries come from existing small businesses seeking guidance and assistance on various issues. Responding to the needs of our existing business community is a primary element of any economic development program, but it takes significant time—time that does not allow for implementing strategic initiatives.

With a focus on increasing family-wage jobs, more proactive efforts are necessary to ensure the City targets the types of businesses that will provide those jobs and support existing businesses in key industry sectors.

Currently, marketing and outreach efforts are severely lacking. This position will allow staff to increase engagement efforts with existing and potential new businesses. Without proactive efforts, we take what comes, and that may come with impactful opportunity costs.



Attachment: Approved Budget Amendment Request

Item #10.

6/17/2021 2:58 PM

City of Meridian FY2021 Budget Amendment Form



Personnel Costs

Full Time Equivalent (FTE):

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1930	41200	0	Wages	\$ 29,245
01	1930	41206	0	PT/Seasonal Wages	
01	1930	41210	0	Overtime	
01	1930	41304	0	Uniform Allowance	
01	1930	42021	0	FICA	\$ 2,237
01	1930	42022	0	PERSI	\$ 3,492
01	1930	42023	0	Worker's Comp	\$ 988
01	1930	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ 35,963

Please only complete the fields highlighted in Orange.

Amendment Details

Title:

Department Name:

Presenting Department Name:

Department #:

Primary Funding Source:

CIP#:

Project #:

Is this for an Emergency? Yes No

New Level of Service? Yes No

Clerks Office Stamp

Date of Council Approval

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
01	1930		0				\$ -
Total Operating Expenditures					\$ -	\$ -	\$ -

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1930		0		
01	1930		0		
01	1930		0		
01	1930		0		
01	1930		0		
01	1930		0		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1930		0		
01	1930		0		
01	1930		0		
Total Revenue/Donations					\$ -

Acknowledgement	Date
	6/16/2021
Department Director	APPROVED By Todd Lavoie at 3:43 pm, Jun 17, 2021
Chief Financial Officer	Approved Joe Borton 4:19 p.m. 06/17/2021
Council Liaison	
Mayor	6-19-21

BP 6-17-21

Total Amendment Request \$ 35,963

Total Amendment Cost - Lifetime

Item #10.

6/17/2021 2:58 PM

City of Meridian FY2021 Budget Amendment Form

	Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025		
		\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963	Department Name: Community Development	
Personnel		\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963	Title: Reclass Admin Asst to Economic Development Business Liaison	
Operating		\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager	
Capital		\$ -	\$ -	\$ -	\$ -	\$ -		
Total	\$ -	\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963	\$ 35,963		
Total Estimated Project Cost:								\$ 179,813

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested? Reclassification of vacant Administrative Assistant position to a professional-level position of Economic Development Business Liaison.	
2. Why was this budget request not submitted during the current fiscal year budget cycle? The number of inquiries and requests for assistance has increased significantly in the past six to eight months, solidifying the need for a professional-level position to respond to and work with the business and development communities. Over the past year, the majority of economic development activity has been reactive. The 2020 Economic Development Analysis, released after the FY2021 budget cycle--and yet before the major increase in market activity--made a recommendation to "establish a team of key City staff and stakeholders dedicated to economic development."	
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle? This classification for the job description for this position was just recently returned from the AmeriBen.	
4. Describe the proposed method of funding? If funding is split between Funds (i.e., General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request. The position would be funded from General Fund Revenues.	
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan? This request directly aligns with two goals in the Business & Economic Vitality focus area of the City Strategic Plan: 1) <i>Retain and recruit business in the professional services, technology, light manufacturing and health care industries to provide a balanced economic base.</i> 2) <i>Support development that increases the number of family wages jobs to allow employees to live and work in Meridian.</i> In addition, the reclassification to a professional-level position will allow the City to address strategic initiatives identified in the City Comprehensive Plan.	
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments. N/A	
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)	<input type="text" value="Yes"/>
8. Is the amendment going to result in the disposal of an asset? (Yes or No)	<input type="text" value="No"/>
9. Any additional comments? <div style="border: 1px solid gray; height: 20px; width: 100%;"></div>	

Total Amendment Request \$ 35,963

Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.



**CITY OF MERIDIAN
JOB DESCRIPTION**

Job Title: Economic Development Business Liaison (EDBL)	Date: 1/2021
Department: Community Development	Grade/FLSA Status: / Exempt
Reports To: Economic Development Administrator	Revisions: N/A

Job Summary:

Serves under the direction of the Economic Development Administrator (EDA). The primary responsibility of the EDBL is to assist businesses, large and small, in retaining and expanding their operations in the City; and growing and expanding the City’s economic base. Another focus of the EDBL is to market to potential businesses who meet Meridian’s strategic goals and attract to the City. This position must be able to work independently, strategically, and with great individual initiative. This position must be able to assist businesses through the City’s development processes with a heavy emphasis on the Planning and Zoning process. Qualified candidates must be able to think strategically, develop goals, set timelines and milestones, and meet deliverables. The position functions as the main contact person for the City’s small business needs, marketing needs, and stakeholder liaison for the City. This position will work closely with the Commercial Project Manager, especially in relation to significant commercial projects.

Essential Duties & Responsibilities:

General:

- Engages with other City departments, divisions, and outside agencies;
- Negotiates and resolves sensitive and controversial issues;
- Responds to small business location, retention and expansion inquiries;
- Serves as the City’s representative on a variety of boards and committees;
- Attends and participates in professional group meetings; particularly small business, chamber of commerce, regional and state economic development organizations;
- Conducts forums and surveys of the business community to assist in formulation of the City’s economic strategy;
- Serves as business liaison by providing assistance and advice to Meridian businesses;
- Provides site location information to businesses interested in locating in Meridian coordinating inquiries with local economic development professionals, chambers of commerce, other economic development organizations, and the state agencies;
- Participates in the development of the economic development division’s annual budget;
- Assists in the preparation of and implements a city-wide economic development marketing strategy;
- Provides reports to the Director and EDA on a regular basis;
- Provides technical advice and assistance to the EDA, Director, Council, and businesses in matters related to a wide variety of economic development activities and programs.

Business Development:

- Assesses needs of businesses for retention/expansion in Meridian;
- Serves as liaison between the City, emerging entrepreneurs, under-served business owners, and small business organizations;
- Establishes a network of private and public contacts to market Meridian as a business expansion or relocation site;
- Develops and utilizes economic development tools, such as industrial revenue bonding, tax increment financing, new market tax credits, and the plethora of state and local incentives to assist businesses in ways that provide a net benefit to the community;
- Keeps abreast of information which may impact program goals and objectives, and initiates appropriate strategies and policy change recommendations;
- Maintains a City-wide business database and annual business visitation schedule;
- Seeks out new trends and innovations in the field of economic development;
- Meets with developers, contractors, and business representatives to discuss new construction projects or plans for expansion;
- Maintains a robust network of stakeholders and professionals that can assist in accomplishing the City's Comprehensive and Strategic Plan initiatives as they relate to economic development.
- Monitors progress of projects through on-site visits and frequent contact with business customers;
- Responsible for the creation and production of marketing materials and social media content which detail economic development opportunities in Meridian;

Business Experience and Expertise:

- Coordinates small business workshops and facilitates business needs broadly and individually for Meridian businesses;
- Serves as a liaison to other public agencies and associations to generate prospects, build relationships, and raise awareness of recent Meridian City market developments;
- Prepares various business reports and presents oral presentations to the public;
- Ability to evaluate and recommend appropriate business site locations and expansions; providing technical economic development assistance to businesses, business organizations, and community groups; analyzing and implementing economic development marketing concepts.

Other Duties and Responsibilities:

- May supervise interns and other employees;
- Performs other duties as assigned or needed by the EDA.

Job Specifications:

- College – Minimum of a Bachelor's degree required with a preferred major in business, marketing, finance, and economics, pre-law or equivalent;
- Highly preferred that this person has worked a minimum of three (3) years either working in a professional level position in the private sector; owned or managed own company; management level experience with a governmental entity performing related recruitment and retention of business interests;
- Working in a professional capacity with federal, state, or local economic development/assistance programs;

- Strong knowledge of financial management, economic development, business assistance and marketing concepts; state and local economic development practices.

Knowledge, Skills & Abilities:

- Must have excellent communication skills;
- Must have especially strong professional writing skills for writing reports, and other communication;
- Must have exceptional organizational skills and the ability to effectively establish priorities and complete multiple, competing and time-dependent projects with superior attention to detail;
- Ability to establish and maintain effective working relationships with Department personnel, city officials and the general public;
- Ability to communicate, meet and deal with the public and co-workers with respect in a pleasant, professional, and courteous manner;
- Integrity in the performance of assigned tasks;
- Must be able to provide exceptional customer service and outstanding professionalism;
- Must be willing to work in a fast-paced and demanding environment and display an attitude of cooperation with the ability to work professionally and effectively with others;
- Must be tactful, discrete, and diplomatic as well as be assertive, resilient, have problem solving ability;
- Must have demonstrated excellent oral and written marketing skills to communicate effectively with customers, vendors, and the public in face-to-face meetings, one-on-one settings, and in groups.

Licensing:

Must hold a valid State of Idaho Driver's License and safe driving record.

Work Environment and Physical Demands:

- Work is usually performed in coordination with business customers at their businesses or remotely;
- Constantly requires sitting at a desk or computer terminal for long periods of time and ability to lift up to 15 lbs.;
- Constantly requires clarity of speech and hearing, which permits the employee to communicate effectively with the public and other department members;
- Constantly requires clear vision to read printed materials and computer screen to accomplish work.

Travel Requirements:

- Travel is occasionally required;

Disclaimer:

Incumbent must perform the essential duties and responsibilities with or without reasonable accommodation efficiently and accurately without causing a significant safety threat to self or others. The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and/or skill required of all personnel so classified. This job description is not an employment agreement and/or an expressed or implied employment contract. Management has the exclusive right to alter this job description at any time without notice.

To comply with the Americans with Disability Act (ADA), the City may make reasonable accommodation for qualified individuals with disabilities to enable them to perform the essential job functions.

Item #10.

This is an accurate description of the essential functions of my position.

Employee _____ Date _____

Approval:

Manager _____ Date _____



AGENDA ITEM

ITEM TOPIC: Police Department: Fiscal Year 2021 Budget Amendment in the Amount of \$4000.00 for Dairy Days Parade Traffic Control



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Police Department **Meeting Date:** June 22, 2021
Presenter: Lt. Jamie Leslie **Estimated Time:** 10 Mins
Topic: Dairy Days Parade Traffic Control

Recommended Council Action:

Mayor / Council Approval

Background:

We are requesting a \$4,000 increase in our budget for hiring a traffic control company to assist with traffic control during the Dairy Days parade. This will increase the budget from \$5,000 to \$9,000.

Item #11.

8:33 AM

City of Meridian FY2021 Budget Amendment Form



Please only complete the fields highlighted in Orange.

Personnel Costs

Full Time Equivalent (FTE): _____

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110	41200	0	Wages	
01	2110	41206	0	PT/Seasonal Wages	
01	2110	41210	0	Overtime	
01	2110	41304	0	Uniform Allowance	
01	2110	42021	0	FICA	\$ -
01	2110	42022	0	PERSI	\$ -
01	2110	42023	0	Worker's Comp	\$ -
01	2110	42025	0	Employee Insurance	\$ -

Total Personnel Costs \$ -

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	2110	52710	0	Community Events Expense	\$ 4,000		\$ 4,000
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -

Total Operating Expenditures \$ 4,000 \$ - \$ 4,000

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110		0		
01	2110		0		
01	2110		0		
01	2110		0		
01	2110		0		
01	2110		0		

Total Capital Outlay \$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110		0		
01	2110		0		
01	2110		0		

Total Revenue/Donations \$ -

Amendment Details

Title: Dairy Days Parade/Traffic Control

Department Name: Police

Presenting Department Name: Police

Department #: 2110

Primary Funding Source: 1

CIP#: _____

Project #: _____

Is this for an Emergency? Yes No

New Level of Service? Yes No

Clerks Office Stamp

Date of Council Approval _____

Acknowledgement

Date

Luke 2. Cavener 5/27/21
Department Director

TL 6.14 6/14/21
Chief Financial Officer

Approved Luke Cavener 3:07 pm 06/16/2021

Council Liaison [Signature] 6-16-21

Mayor _____

Total Amendment Request \$ 4,000

Total Amendment Cost - Lifetime

City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Department Name: <u>Police</u>
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	Title: <u>Dairy Days Parade/Traffic Control</u> Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating	\$ 4,000	\$ -	\$ -	\$ -	\$ -	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 4,000	\$ -	\$ -	\$ -	
Total Estimated Project Cost: \$ 4,000						

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?
 We are requested a 4000.00 increase in our budget for hiring a traffic control company to assist with traffic control durin gthe dairy days parade. This will increase the budget from \$5000.00 to \$9000.00.
2. Why was this budget request not submitted during the current fiscal year budget cycle?
 This year there was a switch from using volunteers to hiring staff to provide traffic control. This will increase the safety on the paraqde route. Using volunteers was found to be unreliable. We have also increased the number of baracades to be used by teh traffic control company ovdr last year.
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?
 We have just recieved the new quote for the 2021 parade. We will be
4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.
 General
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?
 Yes
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.
 No
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No) No
8. Is the amendment going to result in the disposal of an asset? (Yes or No) No
9. Any additional comments?

Total Amendment Request \$ 4,000

Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.



AGENDA ITEM

ITEM TOPIC: Police Department Report: Proposed Off-Highway Vehicle Ordinance



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Police Department **Meeting Date:** 6/22/2021
Presenter: Sgt. Brandon Frasier **Estimated Time:** 10 Minutes
Topic: Updated ATV, UTV Ordinance

Recommended Council Action:

Approve updated Ordinance

Background:

An ordinance repealing and replacing Title 7, Chapter 5, Meridian City Code, regarding off-highway vehicles, specifically: definitions; operation of off-highway vehicles on public rights-of-way; off-highway vehicle operation regulations; and penalty; adopting a savings clause; and providing an effective date.



MEMO TO CITY COUNCIL

From: Walter Steed, Transportation Commission Chair
Miranda Carson, Coordination Planner

Date: May 18, 2021

Topic: Transportation Commission: Proposed Off-Highway Vehicle Ordinance

The Meridian Transportation Commission (TC) recommends that Meridian City Council adopt the attached proposed ordinance regarding Off-Highway Vehicles (OHVs), including golf carts, all-terrain vehicles (ATVs), and utility-type vehicles (UTVs). The proposed ordinance would repeal and replace Meridian City Code Title 7, Chapter 5, which currently pertains only to golf carts.

In August 2020, the Meridian Police Department (MPD) brought to the Transportation Commission its concern regarding the lack of clarity in code for the use of ATVs and UTVs on the roadways. MPD reported seeing more people driving these types of vehicles, as well as more golf carts, on the roadways.

Idaho Code provisions in effect at the time allowed the operation of UTVs and ATVs on streets that are not designated as “controlled-access highways.” This designation was within the purview of the highway authority (in Meridian, the Ada County Highway District (ACHD)), but ACHD had not published or otherwise issued official guidance regarding this designation as to the streets in its jurisdiction. Absent an ACHD designation, police officers, prosecutors, and the magistrate courts were left to interpret the designation as it applied to arterials, collectors, and local roads. There were also conflicting interpretations of the state statutes among UTV/ATV operators, the Idaho Department of Parks and Recreation, which regulates UTV/ATV use on forest service roads and public lands, and law enforcement personnel. Though cities were authorized to restrict or prohibit UTV/ATV use on roads within city limits, Meridian City Code was specific to golf carts and did not address any other type of vehicle.

The TC determined that the issue warranted closer review and assigned the matter to the commission’s Ordinance & Development Subcommittee.

The subcommittee held their first meeting in October 2020 to discuss the issue. The subcommittee was comprised of three (3) commissioners and David Claiborne, President of the Idaho State ATV Association. Staff support was provided by MPD Sergeant Brandon Frasier, and Deputy City Attorney Emily Kane. Following duly noticed public meetings in October 2020, December 2020, and January 2021, the subcommittee prepared an initial draft ordinance that prohibited the use of ATVs and UTVs on public roads in Meridian, with the exception of local streets where an ATV or UTV was being loaded, unloaded, or repaired, tested, or maintained. The subcommittee presented this draft to the TC at its January 4, 2021 meeting, and the TC set the matter for public hearing.

On February 1, 2021, the TC held a public hearing on the January draft ordinance, and received both written and verbal comments. All public comments received are available here:

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=219181&dbid=0&repo=MeridianCity>

The public comments were largely in opposition to the proposed restrictions. The TC remanded the matter to the subcommittee for further refinement.

The subcommittee reconvened in March and April. At its April 5, 2021 meeting, the subcommittee considered a new draft ordinance that, instead of imposing restrictions on UTV/ATV use, would clarify the State law as it applies in Meridian. Available guidance from ACHD was that “controlled-access highway” included arterials and collectors, but not local roads. The April draft ordinance incorporated this guidance, and stated that OHVs (including ATVs, UTVs, and golf carts) would be allowed to operate on local roads only. At the time, this language reflected, and was no more restrictive than, the current state code regarding UTVs and ATVs. This draft also proposed a change to the existing city code provisions regarding golf carts, by treating them as OHVs, as the state code does, rather than prohibiting them, with specific geographic exceptions.

In the meantime, during the 2021 Idaho legislative session, two bills were introduced in the Idaho legislature regarding OHV use in cities. HB 164 included a provision that would allow OHVs on all roads within the state, and remove the authority of local jurisdictions to regulate the use of OHVs within their respective jurisdictions. This bill ultimately did not move forward. HB 129 stated that OHVs are allowed on all roads within the state, but preserved the authority of cities to restrict or prohibit such use by local ordinance. HB 129 was signed by Governor Little on April 13, 2021, and will be effective on July 1, 2021.

The impact of HB 129 on the subcommittee’s April draft ordinance is that the proposed ordinance is now more restrictive than state law. Under the draft ordinance, OHVs would be allowed on local roads, but prohibited on arterials and collectors. Under state law, absent local action, OHVs are allowed on all roads.

The subcommittee presented the April draft to the TC at the TC’s May 3, 2021 meeting, with a recommendation that the TC hold another public hearing on the updated draft. The TC reviewed the April draft and following deliberations, voted to move the draft forward to City Council with a “do pass” recommendation.

Should City Council agree with this recommendation and wish to consider adoption of the proposed ordinance, pursuant to Idaho Code section 49-426(7), as effective July 1, Council would first be required to hold a public hearing to take testimony on the proposed ordinance, following thirty days’ notice of such hearing to the Idaho Department of Parks and Recreation.

Thank you for your consideration of this matter.

CITY OF MERIDIAN ORDINANCE NO. 21-_____**BY THE CITY COUNCIL:****BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER**

AN ORDINANCE REPEALING AND REPLACING TITLE 7, CHAPTER 5, MERIDIAN CITY CODE, REGARDING OFF-HIGHWAY VEHICLES, SPECIFICALLY: DEFINITIONS; OPERATION OF OFF-HIGHWAY VEHICLES ON PUBLIC RIGHTS-OF-WAY; OFF-HIGHWAY VEHICLE OPERATION REGULATIONS; AND PENALTY; ADOPTING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, arterial and collector streets in Meridian have higher speed limits and greater traffic volume, and the use of off-highway vehicles on such public streets presents a risk to drivers of both the off-highway vehicles and other motor vehicles;

WHEREAS, operators of off-highway vehicles may more safely use such vehicles on local roadways, so long as such operators follow state and local laws;

WHEREAS, as amended by the Idaho Legislature in 2021, Idaho Code section 49-426(7), effective on July 1, 2021, states that municipalities may, following a public hearing, noticed thirty (30) days in advance to the Idaho Department of Parks and Recreation, may adopt local ordinances regulating the operation of off-highway vehicles on public highways within city limits;

WHEREAS, having received public testimony at a public hearing held before Meridian City Council on **DATE**, which hearing was duly noticed to the public and to the Idaho Department of Parks and Recreation via letter from the City Clerk dated **DATE**, the City Council of the City of Meridian finds the following ordinance to serve the best interest of the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, ADA COUNTY, IDAHO:

Section 1. That Title 7, Chapter 5, Meridian City Code, shall be repealed, and replaced with language to read as follows:

**TITLE 7
MOTOR VEHICLES AND TRAFFIC**

**CHAPTER 5
OFF-HIGHWAY VEHICLES**

7-5-1: DEFINITIONS:

- A. **Off-highway vehicle (“OHV”)**: For purposes of this chapter, off-highway vehicle (or “OHV”) shall be defined as an all-terrain vehicle, motorbike, specialty off-highway vehicle (e.g., golf cart) or utility type vehicle. Such terms shall have the respective definitions as set forth therefor in Title 67, Chapter 71, Idaho Code and/or Title 49, Chapter 1, Idaho Code.

B. Public street designations: The Ada County Highway District (ACHD) has designated all public streets in Meridian as arterial, collector, or local streets. All references to such terms in this chapter shall have the meanings and definitions as established by ACHD therefor.

7-5-2: OPERATION OF OFF-HIGHWAY VEHICLES ON PUBLIC RIGHTS-OF-WAY:

No person shall operate an OHV on an arterial or collector street within the City of Meridian.

7-5-3: OFF-HIGHWAY VEHICLE OPERATION REGULATIONS:

- A. It shall be unlawful for any person who is not a duly licensed motor vehicle driver to drive or operate an OHV on a public right-of-way.
- B. It shall be unlawful to drive or operate an OHV on a public right-of-way while under the influence of alcohol or drugs.
- C. It shall be unlawful to operate an OHV on a public right-of-way in a careless or heedless manner, or without due caution and circumspection or at a speed or in a manner as to endanger or be likely to endanger any person or property.
- D. A person operating an OHV on a public right-of-way shall conform to all vehicular traffic controls and shall abide by all traffic laws, rules and regulations, including the liability insurance requirements as set forth in Idaho Code for motor vehicles.
- E. It shall be unlawful to operate an OHV on a public right-of-way unless such OHV is equipped with all equipment required by state or federal law, including a brake, a parking brake, and a muffler. All equipment shall be in good working order so as to prevent excessive noise and smoke. No person shall use a muffler cutout, bypass or similar device on an OHV.

7-5-4: PENALTY:

Any person convicted of a violation of this chapter shall be guilty of an infraction, punishable by a fine of twenty five dollars (\$25.00), exclusive of court costs. Drivers operating an OHV on public rights-of-way shall be subject to all state and local traffic laws, rules, and regulations applicable to motor vehicles, and shall be subject to all penalties related to any violation thereof.

Section 2. That all City of Meridian ordinances, or resolutions, or parts thereof, which are in conflict herewith, are hereby repealed.

Section 3. That this ordinance shall be effective immediately upon its passage and publication.

PASSED by the City Council of the City of Meridian, Idaho, this ____ day of _____, 2021.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of _____, 2021.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

CERTIFICATION OF SUMMARY:

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

William L. M. Nary, City Attorney

SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 21 - _____

An ordinance repealing and replacing Title 7, Chapter 5, Meridian City Code, regarding off-highway vehicles, specifically: definitions; operation of off-highway vehicles on public rights-of-way; off-highway vehicle operation regulations; and penalty; adopting a savings clause; and providing an effective date.

