



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, August 16, 2022 at 4:30 PM

All materials presented at public meetings become property of the City of Meridian. Anyone desiring accommodation for disabilities should contact the City Clerk's Office at 208-888-4433 at least 48 hours prior to the public meeting.

Agenda

VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/88029902800>

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

Webinar ID: 880 2990 2800

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. [TM Center Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
2. [Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 1](#)
3. [Ten Mile Creek Phase 3 Apartments Water Main Easement No. 1](#)
4. [Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 2](#)
5. [TM Creek Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
6. [TM Creek Subdivision No. 5 Sanitary Sewer and Water Main Easement No. 1](#)
7. [Victory Commons Subdivision No. 2 Water Main Easement](#)
8. [Final Plat for Skybreak Subdivision No. 2 \(FP-2022-0002\) by DevCo, LLC, Located at 7020 S. Eagle Rd.](#)
9. [Final Plat for TM Center East No. 1 \(FP-2022-0021\) by Brighton Development, Inc., Located at 700 S. Wayfinder Ave.](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

10. [Public Works: Fiscal Year 2023 Republic Services Rate Review](#)
11. [Parks and Recreation Department: MAPS \(Meridian Art in Public Spaces\) Ordinance Update](#)
12. [Parks and Recreation Department: Public Art Update](#)
13. [Parks and Recreation Department: Public Art Easement Agreement 722 E. 2nd St.](#)

ADJOURNMENT



AGENDA ITEM

ITEM **TOPIC:** TM Center Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0214 TM Center Subdivision No. 1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of August 20 22 between DWT Investments LLC, SCS Investments LLC and BVB Ten Mile Crossing Annex, 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]

GRANTORS:

DWT INVESTMENTS LLC
an Idaho limited liability company

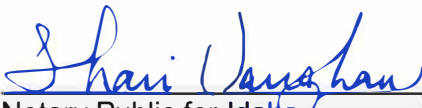
By: Brighton Corporation, an Idaho corporation,
Manager

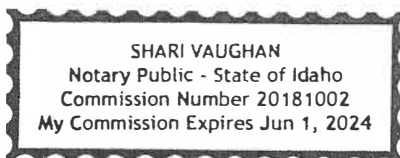
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 2nd day of August, 2022, before me, the Notary Public in and for said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of DWT Investments LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said limited liability company name.

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



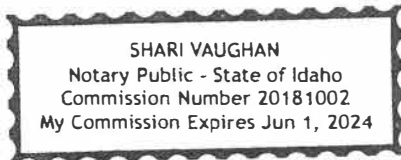
SCS INVESTMENTS LLC
an Idaho limited liability company

By: *Michael A. Hall*
Michael A. Hall, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29th day of July ^{SV}~~August~~, in the year of 2022, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



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

BVB TEN MILE CROSSING ANNEX, LLC
an Idaho limited liability company

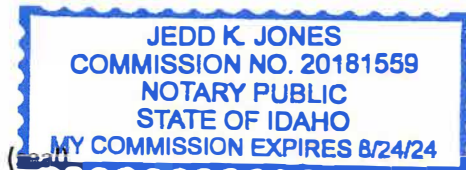
By: BV Management Services, Inc., Manager


By: 
Eric M. Isom, Chief Operations Officer

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this 3 day of August, 2022, before me, a Notary in and for said State, personally appeared Eric M. Isom, known or identified to me, to be the Chief Operations Officer of BV Management Services Inc., an Idaho corporation, which corporation is the Manager of BVB Ten Mile Crossing Annex, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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




Notary Public for Idaho
My Commission expires: 8/24/24

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 8-16-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

Notary Signature

My Commission Expires: _____

July 25, 2022

Project No.: 21-172

TM Center Subdivision No. 1

City of Meridian Sewer and Water Easement

Legal Description

Exhibit A

A parcel of land being a portion of the West 1/2 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 14, which bears N00°33'33"E a distance of 2,658.39 feet from an aluminum cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Northwest 1/4 of said Section 14, S00°33'33"W a distance of 1,225.61 feet;

Thence leaving said westerly line, S89°26'27"E a distance of 348.53 feet to the southerly line of Lot 1, Block 1 of TM Creek Subdivision No. 1 (Book 110 of Plats at Page 15663, records of Ada County, Idaho) and being the **POINT OF BEGINNING**.

Thence following said southerly line, S86°40'15"E a distance of 25.18 feet to the southerly right-of-way line of West Cobalt Drive;

Thence leaving said southerly line and following said southerly right-of-way line, S86°40'15"E a distance of 25.18 feet;

Thence leaving said southerly right-of-way line, S10°13'14"W a distance of 41.32 feet;

Thence 46.37 feet along the arc of a curve to the left, said curve having a radius of 275.00 feet, a delta angle of 09°39'41", a chord bearing of S05°23'23"W and a chord distance of 46.32 feet;

Thence S00°33'33"W a distance of 208.47 feet;

Thence S89°26'27"E a distance of 3.50 feet;

Thence S00°33'33"W a distance of 20.00 feet;

Thence N89°26'27"W a distance of 3.50 feet;

Thence S00°33'33"W a distance of 9.26 feet;

Thence S89°26'27"E a distance of 28.50 feet;

Thence S00°33'33"W a distance of 32.00 feet;

Thence N89°26'27"W a distance of 28.50 feet;

Thence S00°33'33"W a distance of 250.01 feet;

Thence S89°26'27"E a distance of 28.50 feet;

Thence S00°33'33"W a distance of 20.00 feet;

Thence N89°26'27"W a distance of 28.50 feet;

Thence S00°33'33"W a distance of 51.83 feet;

Thence S89°26'27"E a distance of 28.50 feet;

Thence S00°33'33"W a distance of 20.00 feet;

Thence N89°26'27"W a distance of 28.50 feet;

Thence S00°33'33"W a distance of 11.86 feet;

Thence S89°26'27"E a distance of 3.50 feet;

Thence S00°33'33"W a distance of 20.00 feet;

Thence N89°26'27"W a distance of 3.50 feet;

Thence S00°33'33"W a distance of 69.11 feet;

Thence S89°26'27"E a distance of 28.50 feet;
 Thence S00°33'33"W a distance of 12.00 feet;
 Thence S89°26'27"E a distance of 189.00 feet;
 Thence N00°33'33"E a distance of 25.00 feet;
 Thence S89°26'27"E a distance of 20.00 feet;
 Thence S00°33'33"W a distance of 25.00 feet;
 Thence S89°26'27"E a distance of 176.06 feet;
 Thence N00°33'33"E a distance of 25.00 feet;
 Thence S89°26'27"E a distance of 20.00 feet;
 Thence S00°33'33"W a distance of 26.22 feet;
 Thence S82°01'57"E a distance of 103.16 feet;
 Thence S07°58'03"W a distance of 20.00 feet;
 Thence N82°01'57"W a distance of 111.30 feet;
 Thence N89°26'27"W a distance of 185.41 feet;
 Thence S00°33'33"W a distance of 25.00 feet;
 Thence N89°26'27"W a distance of 20.00 feet;
 Thence N00°33'33"E a distance of 25.00 feet;
 Thence N89°26'27"W a distance of 169.00 feet;
 Thence S00°33'33"W a distance of 25.00 feet;
 Thence N89°26'27"W a distance of 20.00 feet;
 Thence N00°33'33"E a distance of 25.00 feet;
 Thence N89°26'27"W a distance of 28.72 feet;
 Thence 80.54 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 20°30'33", a chord bearing of S13°21'40"W and a chord distance of 80.11 feet;
 Thence S23°36'56"W a distance of 72.03 feet;
 Thence 33.21 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a delta angle of 10°52'21", a chord bearing of S18°10'46"W and a chord distance of 33.16 feet;
 Thence S12°44'36"W a distance of 14.99 feet to the northerly right-of-way line of South Vanguard Way;
 Thence following said northerly right-of-way line, 50.00 feet along the arc of a curve to the left, said curve having a radius of 1,057.03 feet, a delta angle of 02°42'38", a chord bearing of N77°15'19"W and a chord distance of 50.00 feet;
 Thence leaving said northerly right-of-way line, N12°44'36"E a distance of 14.99 feet;
 Thence 42.70 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 10°52'21", a chord bearing of N18°10'46"E and a chord distance of 42.63 feet;
 Thence N23°36'56"E a distance of 72.03 feet;
 Thence 47.09 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a delta angle of 15°25'02", a chord bearing of N15°54'25"E and a chord distance of 46.95 feet;
 Thence N80°11'17"W a distance of 18.67 feet;
 Thence N09°48'43"E a distance of 9.19 feet;
 Thence N00°33'33"E a distance of 21.19 feet;
 Thence S89°26'27"E a distance of 18.50 feet;
 Thence N00°33'33"E a distance of 112.97 feet;
 Thence N89°26'27"W a distance of 18.50 feet;
 Thence N00°33'33"E a distance of 32.00 feet;
 Thence S89°26'27"E a distance of 18.50 feet;
 Thence N00°33'33"E a distance of 92.36 feet;
 Thence N89°26'27"W a distance of 18.50 feet;

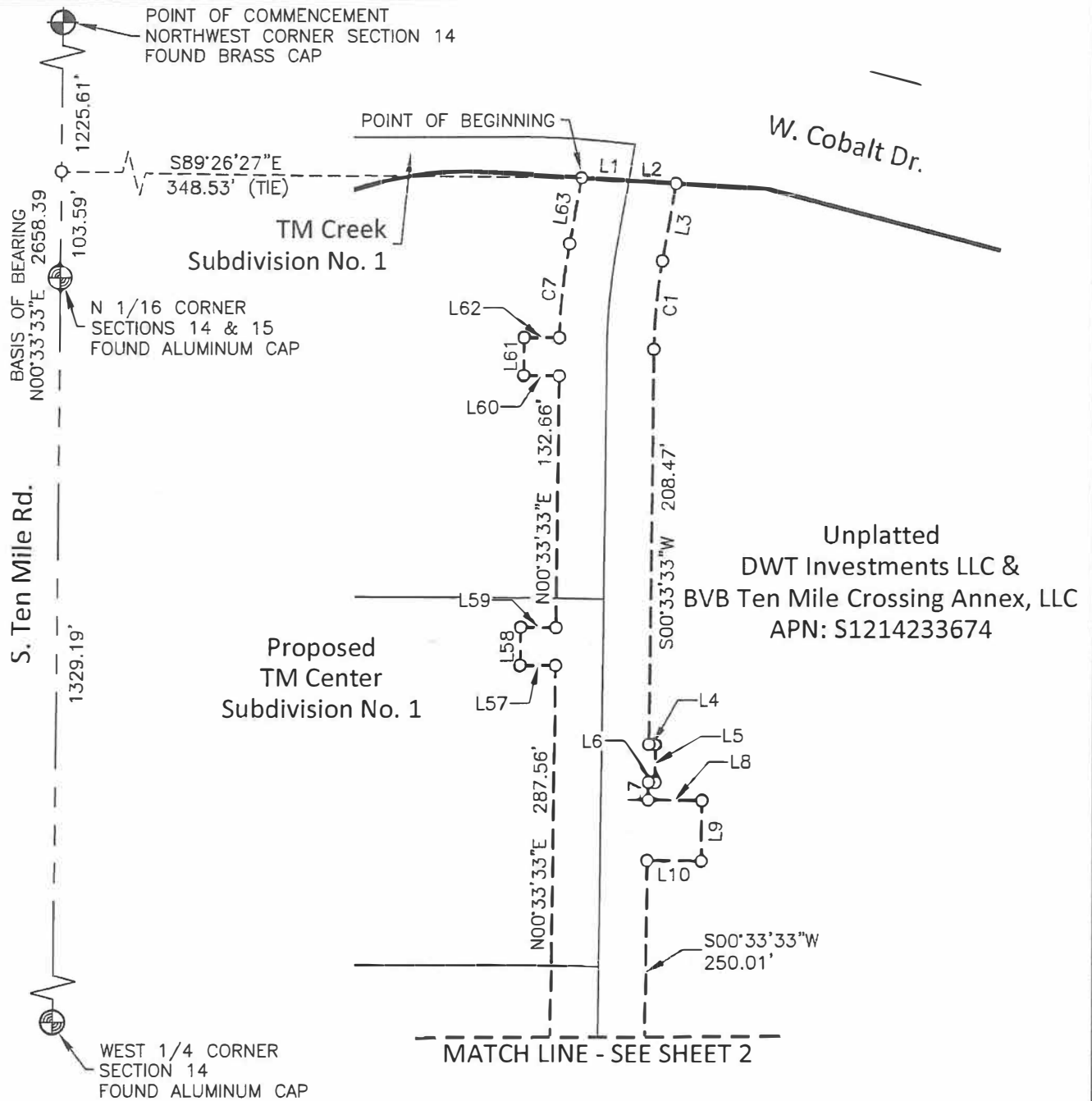
Thence N00°33'33"E a distance of 32.00 feet;
Thence S89°26'27"E a distance of 18.50 feet;
Thence N00°33'33"E a distance of 287.56 feet;
Thence N89°26'27"W a distance of 18.50 feet;
Thence N00°33'33"E a distance of 20.00 feet;
Thence S89°26'27"E a distance of 18.50 feet;
Thence N00°33'33"E a distance of 132.66 feet;
Thence N89°26'27"W a distance of 18.50 feet;
Thence N00°33'33"E a distance of 20.00 feet;
Thence S89°26'27"E a distance of 18.54 feet;
Thence 49.80 feet along the arc of a curve to the right, said curve having a radius of 325.00 feet, a delta angle of 08°46'48", a chord bearing of N05°49'50"E and a chord distance of 49.75 feet;
Thence N10°13'14"E a distance of 35.28 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1.589 acres (69,198 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.



EXHIBIT B



DATE: July 2022
PROJECT: 21-172
SHEET: 1 OF 3

Exhibit B - City of Meridian Water/Sewer Easement TM Center Subdivision No. 1

A Portion of the West 1/2 of the Northwest 1/4 of Section 14,
T3N., R1W., B.M., City of Meridian, Ada County, Idaho



0 80 160 240
Plan Scale: 1" = 80'

P:\21-172\CAD\SURVEY\EXHIBITS\220719 WATER-SEWER EASEMENT 21-172.DWG, 7/25/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO907, —

MATCH LINE - SEE SHEET 1

N00°33'33"E
287.56'

L56

L55

L54

Proposed
TM Center
Subdivision No. 1

L53

L52

L51

L50

L49

L48

L47

L46

L45

C6

L44

C5

L43

C4

S. Vanguard Way

S00°33'33"W
250.01'

L11

L12

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P:\21-172\CAD\SURVEY\EXHIBITS\20719 WATER-SEWER EASEMENT 21-172.DWG, TREY ZIMMERMAN, 7/21/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°40'15"E	25.18
L2	S86°40'15"E	25.18
L3	S10°13'14"W	41.32
L4	S89°26'27"E	3.50
L5	S00°33'33"W	20.00
L6	N89°26'27"W	3.50
L7	S00°33'33"W	9.26
L8	S89°26'27"E	28.50
L9	S00°33'33"W	32.00
L10	N89°26'27"W	28.50
L11	S89°26'27"E	28.50
L12	S00°33'33"W	20.00
L13	N89°26'27"W	28.50
L14	S00°33'33"W	51.83
L15	S89°26'27"E	28.50
L16	S00°33'33"W	20.00
L17	N89°26'27"W	28.50
L18	S00°33'33"W	11.86
L19	S89°26'27"E	3.50
L20	S00°33'33"W	20.00
L21	N89°26'27"W	3.50

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S00°33'33"W	69.11
L23	S89°26'27"E	28.50
L24	S00°33'33"W	12.00
L25	N00°33'33"E	25.00
L26	S89°26'27"E	20.00
L27	S00°33'33"W	25.00
L28	N00°33'33"E	25.00
L29	S89°26'27"E	20.00
L30	S00°33'33"W	26.22
L31	S82°01'57"E	103.16
L32	S07°58'03"W	20.00
L33	N82°01'57"W	111.30
L34	S00°33'33"W	25.00
L35	N89°26'27"W	20.00
L36	N00°33'33"E	25.00
L37	S00°33'33"W	25.00
L38	N89°26'27"W	20.00
L39	N00°33'33"E	25.00
L40	N89°26'27"W	28.72
L41	S23°36'56"W	72.03
L42	S12°44'36"W	14.99

LINE TABLE		
LINE	BEARING	DISTANCE
L43	N12°44'36"E	14.99
L44	N23°36'56"E	72.03
L45	N80°11'17"W	18.67
L46	N09°48'43"E	9.19
L47	N00°33'33"E	21.19
L48	S89°26'27"E	18.50
L49	N00°33'33"E	112.97
L50	N89°26'27"W	18.50
L51	N00°33'33"E	32.00
L52	S89°26'27"E	18.50
L53	N00°33'33"E	92.36
L54	N89°26'27"W	18.50
L55	N00°33'33"E	32.00
L56	S89°26'27"E	18.50
L57	N89°26'27"W	18.50
L58	N00°33'33"E	20.00
L59	S89°26'27"E	18.50
L60	N89°26'27"W	18.50
L61	N00°33'33"E	20.00
L62	S89°26'27"E	18.54
L63	N10°13'14"E	35.28

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	275.00'	46.37'	9°39'41"	S05°23'23"W	46.32'
C2	225.00'	80.54'	20°30'33"	S13°21'40"W	80.11'
C3	175.00'	33.21'	10°52'21"	S18°10'46"W	33.16'
C4	1057.03'	50.00'	2°42'38"	N77°15'19"W	50.00'
C5	225.00'	42.70'	10°52'21"	N18°10'46"E	42.63'
C6	175.00'	47.09'	15°25'02"	N15°54'25"E	46.95'
C7	325.00'	49.80'	8°46'48"	N05°49'50"E	49.75'

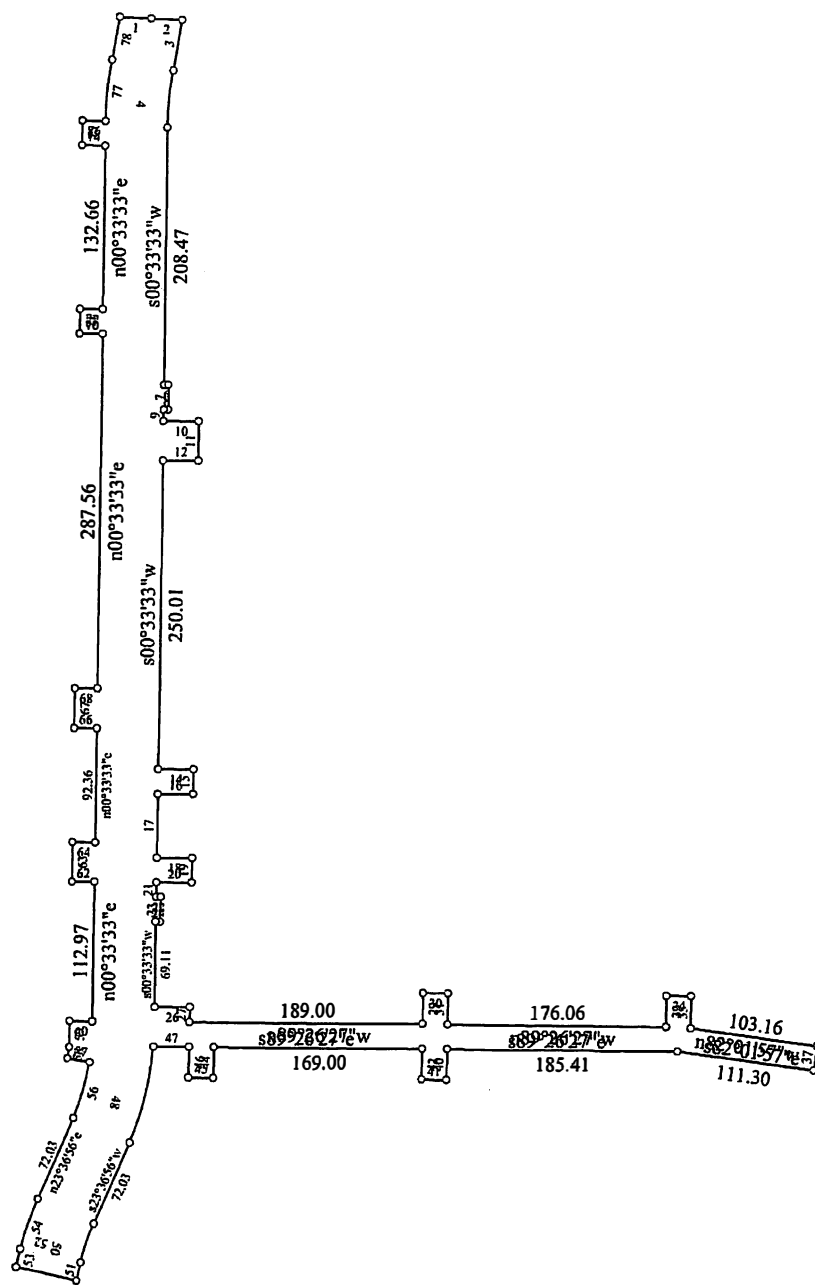


DATE: July 2022
PROJECT: 21-172

SHEET:
3 OF 3

Exhibit B - City of Meridian Water/Sewer Easement
TM Center Subdivision No. 1

A Portion of the West 1/2 of the Northwest 1/4 of Section 14,
T3N., R1W., B.M., City of Meridian, Ada County, Idaho



File: Deed Plotter.des

Data and Deed Call Listing of File: Deed Plotter.des

Tract 1: 1.589 Acres: 69198 Sq Feet: Closure = s20.0721e 0.01 Feet: Precision =1/332044: Perimeter = 3798 Feet

001=s86.4015e 25.18	058=n09.4843e 9.19
002=s86.4015e 25.18	059=n00.3333e 21.19
003=s10.1314w 41.32	060=s89.2627e 18.50
004: Lt, R=275.00, Delta=09.3941 Bng=s05.2323w, Chd=46.32	061=n00.3333e 112.97
005=s00.3333w 208.47	062=n89.2627w 18.50
006=s89.2627e 3.50	063=n00.3333e 32.00
007=s00.3333w 20.00	064=s89.2627e 18.50
008=n89.2627w 3.50	065=n00.3333e 92.36
009=s00.3333w 9.26	066=n89.2627w 18.50
010=s89.2627e 28.50	067=n00.3333e 32.00
011=s00.3333w 32.00	068=s89.2627e 18.50
012=n89.2627w 28.50	069=n00.3333e 287.56
013=s00.3333w 250.01	070=n89.2627w 18.50
014=s89.2627e 28.50	071=n00.3333e 20.00
015=s00.3333w 20.00	072=s89.2627e 18.50
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017=s00.3333w 51.83	074=n89.2627w 18.50
018=s89.2627e 28.50	075=n00.3333e 20.00
019=s00.3333w 20.00	076=s89.2627e 18.54
020=n89.2627w 28.50	077: Rt, R=325.00, Delta=08.4648 Bng=n05.4950e, Chd=49.75
021=s00.3333w 11.86	078=n10.1314e 35.28
022=s89.2627e 3.50	
023=s00.3333w 20.00	
024=n89.2627w 3.50	
025=s00.3333w 69.11	
026=s89.2627e 28.50	
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034=s89.2627e 20.00	
035=s00.3333w 26.22	
036=s82.0157e 103.16	
037=s07.5803w 20.00	
038=n82.0157w 111.30	
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040=s00.3333w 25.00	
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045=n89.2627w 20.00	
046=n00.3333e 25.00	
047=n89.2627w 28.72	
048: Rt, R=225.00, Delta=20.3033 Bng=s13.2140w, Chd=80.11	
049=s23.3656w 72.03	
050: Lt, R=175.00, Delta=10.5221 Bng=s18.1046w, Chd=33.16	
051=s12.4436w 14.99	
052: Lt, R=1057.03, Delta=02.4238 Bng=n77.1519w, Chd=50.00	
053=n12.4436e 14.99	
054: Rt, R=225.00, Delta=10.5221 Bng=n18.1046e, Chd=42.63	
055=n23.3656e 72.03	
056: Lt, R=175.00, Delta=15.2502 Bng=s15.5425e, Chd=46.95	
057=n80.1117w 18.67	



AGENDA ITEM

ITEM TOPIC: Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0212 Ten Mile Creek Phase 3 Apartments
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August 20 22 between
SCS Brighton Altair 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, its 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 TEXTS; SIGNATURE TO FOLLOW]

GRANTOR:

SCS BRIGHTON ALTAIR LLC

By: Brighton Corporation, an Idaho corporation

By: 
Robert L. Phillips, President

STATE OF IDAHO)

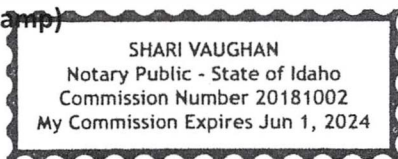
:SS.

County of Ada

On this 3rd day of August, 2022, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of SCS Brighton Altair LLC, the Company that executed the instrument or the person who executed the instrument on behalf of said Company, and acknowledged to me that such company executed the same.

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

(stamp)




Notary Signature
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 8-16-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

Notary Signature

My Commission Expires: _____

Description for
**City of Meridian Utility Easement
Ten Mile Creek Apartments Subdivision**

A portion of the NE1/4 of the NW1/4 of Section 14, T.3N., R.1W., Boise Meridian, City of Meridian, Ada County, State of Idaho, being more particularly described as follows:

Commencing the W1/16 corner of said Section 14 from which the N1/4 corner of said Section 14 bears South 89°09'27" East 1329.00 feet;

thence South 33°12'40" East, 447.76 feet to a point on the East boundary line of Lot 3, Block 3 of Ten Mile Creek Subdivision No.4 as filed in Book 117 of Plats at Pages 17944-17947, records of Ada County, Idaho, said point also being the **REAL POINT OF BEGINNING**;

thence South 89°26'24" East, 94.36 feet;

thence North 00°33'36" East, 76.41 feet;

thence South 89°05'07" East, 20.00 feet;

thence South 00°33'36" West, 76.29 feet;

thence South 89°26'24" East, 133.53 feet;

thence North 00°33'39" East, 7.00 feet;

thence South 89°26'24" East, 7.00 feet;

thence South 00°33'36" West, 7.00 feet;

thence South 89°26'24" East, 211.18 feet;

thence North 00°30'55" East, 76.30 feet;

thence South 89°05'07" East, 20.00 feet;

thence South 00°31'41" West, 106.18 feet;

thence North 89°26'24" West, 74.94 feet;

thence South 00°33'41" West, 236.60 feet;

thence South 89°26'19" East, 12.00 feet;

thence South 00°33'41" West, 13.00 feet;

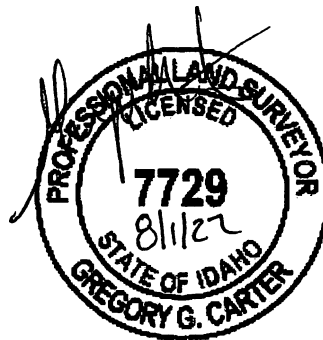
thence North 89°26'19" West, 32.00 feet;

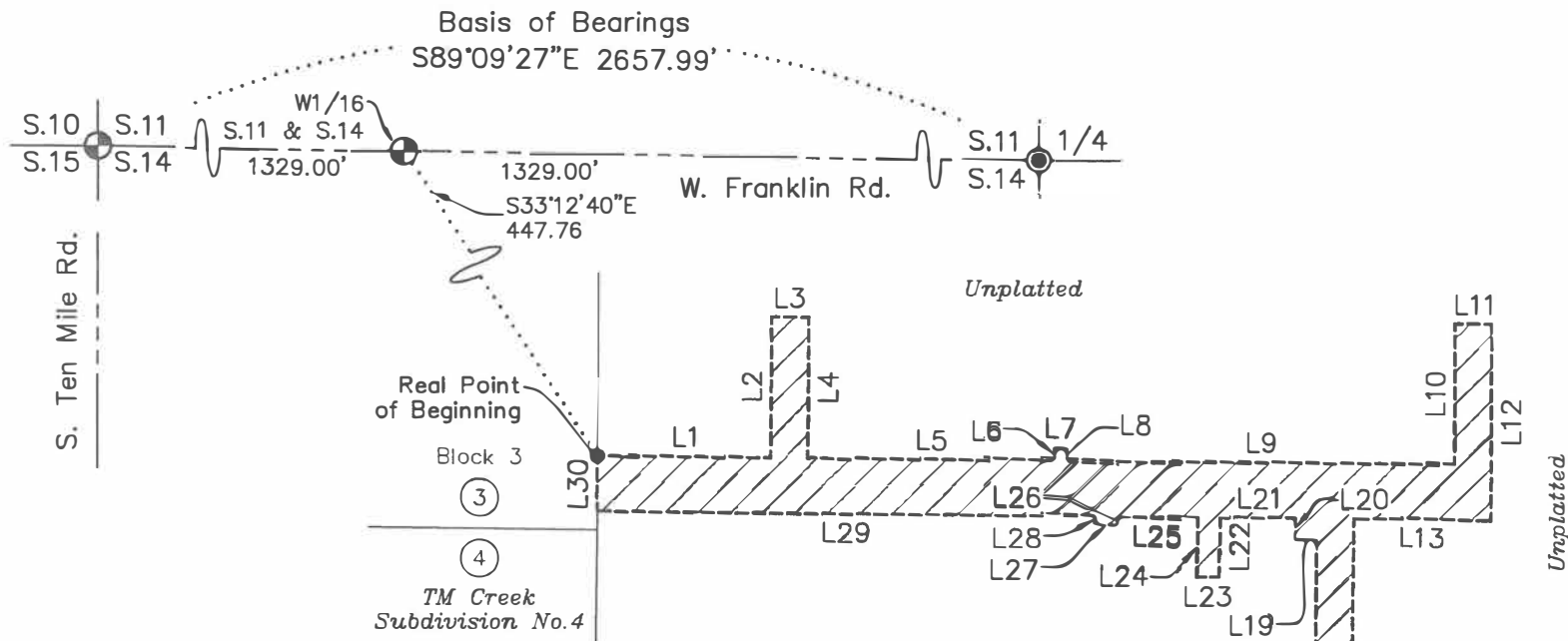
thence North 00°33'41" East, 237.60 feet;

thence North 89°26'24" West, 12.00 feet;
thence North 00°33'41" East, 12.00 feet;
thence North 89°26'24" West, 40.85 feet;
thence South 00°00'00" East, 32.17 feet;
thence South 90°00'00" West, 12.46 feet;
thence North 00°00'00" East, 32.30 feet;
thence North 89°26'24" West, 43.70 feet;
thence South 00°00'00" East, 5.00 feet;
thence North 89°26'24" West, 12.00 feet;
thence North 00°00'00" East, 5.00 feet;

thence North 89°26'24" West, 270.12 feet to a point on said East boundary line of Lot 3,
Block 3 of said Ten Mile Creek Subdivision No.4;

thence along said East boundary line North 00°34'31" East, 30.00 feet to the **REAL
POINT OF BEGINNING.**

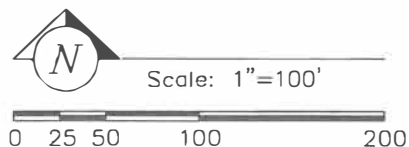
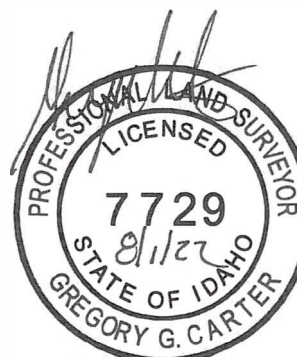




Line Table		
Line	Bearing	Length
L1	S89°26'24"E	94.36'
L2	N00°33'36"E	76.41'
L3	S89°05'07"E	20.00'
L4	S00°33'36"W	76.29'
L5	S89°26'24"E	133.53'
L6	N00°33'39"E	7.00'
L7	S89°26'24"E	7.00'
L8	S00°33'36"W	7.00'
L9	S89°26'24"E	211.18'
L10	N00°30'55"E	76.30'

Line Table		
Line	Bearing	Length
L11	S89°05'07"E	20.00'
L12	S00°31'41"W	106.18'
L13	N89°26'24"W	74.94'
L14	S00°33'41"W	236.60'
L15	S89°26'19"E	12.00'
L16	S00°33'41"W	13.00'
L17	N89°26'19"W	32.00'
L18	N00°33'41"E	237.60'
L19	N89°26'24"W	12.00'
L20	N00°33'41"E	12.00'

Line Table		
Line	Bearing	Length
L21	N89°26'24"W	40.85'
L22	S00°00'00"E	32.17'
L23	N90°00'00"W	12.46'
L24	N00°00'00"E	32.30'
L25	N89°26'24"W	43.70'
L26	S00°00'00"E	5.00'
L27	N89°26'24"W	12.00'
L28	N00°00'00"E	5.00'
L29	N89°26'24"W	270.12'
L30	N00°34'31"E	30.00'



P:\Ten Mile Creek Apartments 21-341\dwg\21-341 City of Meridian Utility Ease2.dwg 8/1/2022 9:46:32 AM

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 848-8570

Exhibit <u>B</u> Drawing for Ten Mile Creek Apartments City of Meridian Utility Easement		Job No. 21-341
		Sheet No. 1
Situated in the NE1/4 of the NW1/4 of Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.		Dwg. Date 2/3/2022



AGENDA ITEM

ITEM **TOPIC:** Ten Mile Creek Phase 3 Apartments Water Main Easement No. 1

ESMT-2022-0209 Ten Mile Creek Phase 3 Apartments
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August, 2022 between SCS Brighton Altair LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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.

GRANTOR: SCS BRIGHTON ALTAIR LLC

By: Brighton Corporation, an Idaho corportiaon



Robert L. Phillips, President

STATE OF IDAHO)

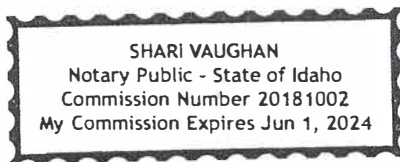
:ss

County of Ada)

On this 1st day of August, 2022, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of SCS Brighton Altair LLC, the Company that executed the instrument or the person who executed the instrument on behalf of said Company, and acknowledged to me that such company executed the same.

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

(stamp)



Notary Signature

My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Signature

My Commission Expires: _____

EXHIBIT A

Description for

**City of Meridian Utility Easement
Ten Mile Creek Apartments Subdivision**

A portion of the NE1/4 of the NW1/4 of Section 14, T.3N., R.1W., Boise Meridian, City of Meridian, Ada County, State of Idaho, being more particularly described as follows:

Commencing the W1/16 corner of said Section 14 from which the N1/4 corner of said Section 14 bears South 89°09'27" East 1329.00 feet; thence South 60°00'04" East, 818.33 feet to the **REAL POINT OF BEGINNING**;

thence South 89°26'24" East, 20.00 feet;

thence South 00°33'41" West, 38.60 feet;

thence South 44°26'18" East, 47.05 feet;

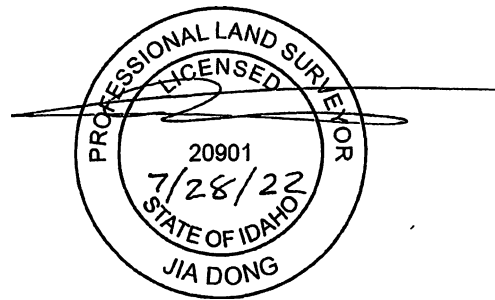
thence South 89°26'19" East, 33.08 feet;

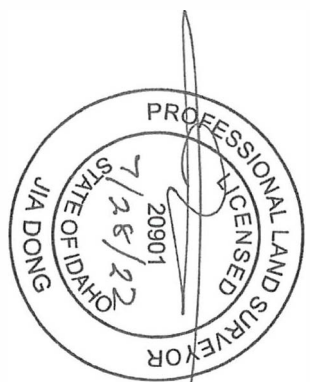
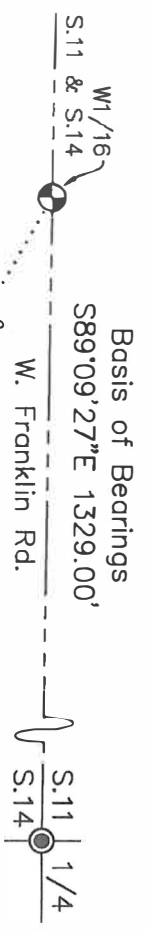
thence South 00°33'41" West, 20.00 feet;

thence North 89°26'19" West, 41.37 feet;

thence North 44°26'18" West, 63.61 feet;

thence North 00°33'41" East, 46.89 feet to the **REAL POINT OF BEGINNING**.





IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit B Drawing for
Ten Mile Creek Apartments
City of Meridian Utility Easement

Situated in the NE1/4 of the NW1/4 of Section 14,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-341

Sheet No.
1

Dwg. Date
7/28/2022

P:\Ten Mile Creek Apartments 21-341\dwg\21-341 City of Meridian Utility Easement.dwg 7/28/2022 1:56:30 PM



AGENDA ITEM

ITEM TOPIC: Ten Mile Creek Phase 3 Apartments Sanitary Sewer and Water Main Easement No. 2

ESMT-2022-0213 Ten Mile Creek Phase 3 Apartments
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August 20 22 between
SCS Brighton Altair 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, its 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 TEXTS; SIGNATURE TO FOLLOW]

GRANTOR:

SCS BRIGHTON ALTAIR LLC

By: Brighton Corporation, an Idaho corporation

By: 
Robert L. Phillips, President

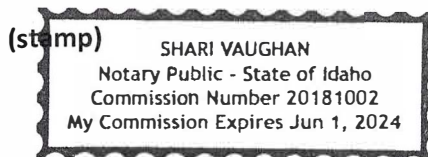
STATE OF IDAHO)

:SS.

County of Ada

On this 3rd day of August, 2022, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of SCS Brighton Altair LLC, the Company that executed the instrument or the person who executed the instrument on behalf of said Company, and acknowledged to me that such company executed the same.

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




Notary Signature
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

/

Notary Signature
My Commission Expires: _____

Description for
**City of Meridian Utility Easement
Ten Mile Creek Apartments Subdivision**

A portion of the NE1/4 of the NW1/4 of Section 14, T.3N., R.1W., Boise Meridian, City of Meridian, Ada County, State of Idaho, being more particularly described as follows:

Commencing the W1/16 corner of said Section 14 from which the N1/4 corner of said Section 14 bears South 89°09'27" East 1329.00 feet;

thence South 33°12'40" East, 447.76 feet to a point on the East boundary line of Lot 3, Block 3 of Ten Mile Creek Subdivision No.4 as filed in Book 117 of Plats at Pages 17944-17947, records of Ada County, Idaho, said point also being the **REAL POINT OF BEGINNING**;

thence along said East boundary line South 00°34'31" West, 30.00 feet;

thence leaving said East boundary line North 89°26'24" West, 60.57 feet;

thence South 00°33'36" West, 8.00 feet;

thence North 89°26'24" West, 69.80 feet;

thence South 45°33'36" West, 22.26 feet;

thence South 00°33'39" West, 123.53 feet;

thence South 89°26'21" East, 52.37 feet;

thence South 00°33'08" West, 52.59 feet;

thence North 89°26'52" West, 37.00 feet;

thence North 00°33'08" East, 28.89 feet;

thence North 89°26'21" West, 35.37 feet;

thence North 00°33'39" East, 149.55 feet;

thence North 89°26'21" West, 9.66 feet;

thence North 00°42'53" East, 10.00 feet;

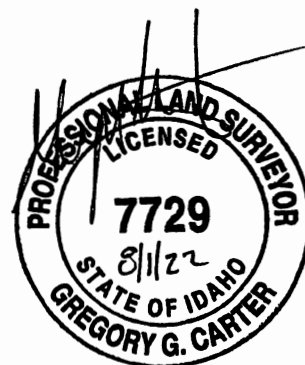
thence South 89°26'21" East, 13.28 feet;

thence North 45°33'36" East, 65.45 feet;

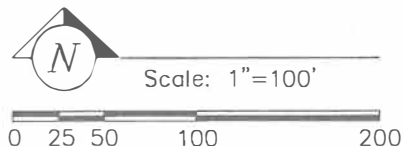
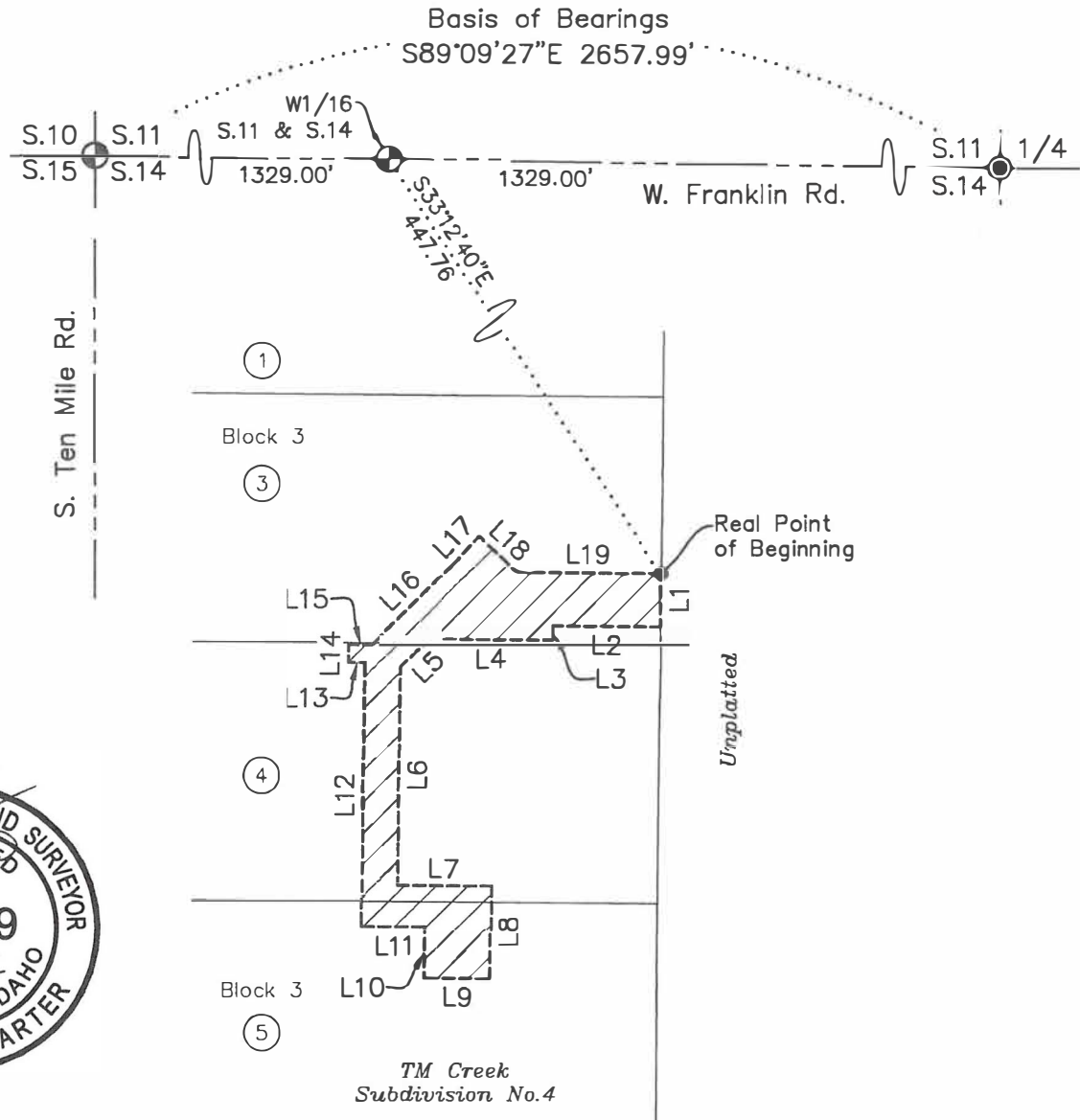
thence North 43°08'39" East, 20.00 feet;

thence South 46°51'21" East, 28.94 feet;

thence South 89°26'24" East, 81.35 feet to the **REAL POINT OF BEGINNING**.



Line Table		
Line	Bearing	Length
L1	S00°34'31"W	30.00'
L2	N89°26'24"W	60.57'
L3	S00°33'36"W	8.00'
L4	N89°26'24"W	69.80'
L5	S45°33'36"W	22.26'
L6	S00°33'39"W	123.53'
L7	S89°26'21"E	52.37'
L8	S00°33'08"W	52.59'
L9	N89°26'52"W	37.00'
L10	N00°33'08"E	28.89'
L11	N89°26'21"W	35.37'
L12	N00°33'39"E	149.55'
L13	N89°26'21"W	9.66'
L14	N00°42'53"E	10.00'
L15	S89°26'21"E	13.28'
L16	N45°33'36"E	65.45'
L17	N43°08'39"E	20.00'
L18	S46°51'21"E	28.94'
L19	S89°26'24"E	81.35'



P:\Ten Mile Creek Apartments 21-341\dwg\21-341 City of Meridian Utility Easement.dwg 8/1/2022 9:42:30 AM



**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 848-8570

Exhibit 3 Drawing for
**Ten Mile Creek Apartments
City of Meridian Utility Easement**

Situated in the NE1/4 of the NW1/4 of Section 14,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-341

Sheet No.
1

Dwg. Date
2/3/2022



AGENDA ITEM

ITEM **TOPIC:** TM Creek Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0210 TM Creek Subdivision No. 1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August 20 22 between
Brighton Corporation ("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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

Notary Signature

My Commission Expires: _____

July 26, 2022
Project No.: 21-172
TM Creek Subdivision No. 1
City of Meridian Water/Sewer Easement
Legal Description

Exhibit A

A parcel of land being a portion of Lot 1, Block 1 of TM Creek Subdivision (Book 110 of Plats, Pages 15663-15666, records of Ada County, Idaho) and the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 14, which bears N00°33'33"E a distance of 2,658.39 feet from an aluminum cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Northwest 1/4 of said Section 14, S00°33'33"W a distance of 1,225.61 feet;

Thence leaving said westerly line, S89°26'27"E a distance of 348.53 feet to the southerly line of Lot 1, Block 1 of TM Creek Subdivision No. 1 and being the **POINT OF BEGINNING**.

Thence leaving said southerly line, N10°13'14"E a distance of 20.53 feet to the southerly right-of-way line of West Cobalt Drive;

Thence following said southerly right-of-way line the following two (2) courses:

1. 25.08 feet along the arc of a curve to the right, said curve having a radius of 473.50 feet, a delta angle of 03°02'06", a chord bearing of S84°17'27"E and a chord distance of 25.08 feet;
2. S10°13'14"W a distance of 19.48 feet to said southerly line of Lot 1, Block 1;

Thence leaving said southerly right-of-way line and following said southerly line, N86°40'15"W a distance of 25.18 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 503 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.





AGENDA ITEM

ITEM **TOPIC:** TM Creek Subdivision No. 5 Sanitary Sewer and Water Main Easement No. 1

ESMT-2022-0215 TM Creek Subdivision No. 5
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August 2022 between
SCS BRIGHTON FLATS LLC, an Idaho limited liability company (“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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-16-2022

Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

Notary Signature
My Commission Expires: _____

EXHIBIT A

Easement Area Description

A parcel of land situated in a portion of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 14, which bears N89°09'27"W a distance of 2,657.99 feet from a found aluminum cap marking the North 1/4 corner of said Section 14, thence following the northerly line of said Northwest 1/4, S89°09'27"E a distance of 1,279.26 feet;

Thence leaving said northerly line, S00°50'33"W a distance of 823.01 feet to the easterly right-of-way line of S. Wayfinder Avenue;

Thence following said easterly right-of-way line, S00°33'41"W a distance of 85.48 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly right-of-way line, N90°00'00"E a distance of 125.72 feet;

Thence S00°00'00"E a distance of 28.93 feet;

Thence S90°00'00"E a distance of 9.02 feet;

Thence S00°00'00"W a distance of 20.00 feet;

Thence N90°00'00"W a distance of 9.02 feet;

Thence S00°00'00"E a distance of 64.79 feet;

Thence N90°00'00"E a distance of 33.86 feet;

Thence S00°00'00"E a distance of 12.00 feet;

Thence N90°00'00"W a distance of 33.86 feet;

Thence S00°00'00"E a distance of 132.90 feet;

Thence N90°00'00"E a distance of 110.15 feet;

Thence N00°00'00"E a distance of 14.28 feet;

Thence S90°00'00"E a distance of 20.00 feet;

Thence S00°00'00"W a distance of 14.28 feet;

Thence N90°00'00"E a distance of 327.38 feet;

Thence N00°00'00"E a distance of 14.28 feet;

Thence S90°00'00"E a distance of 28.43 feet;

Thence S00°00'00"W a distance of 14.28 feet;

Thence N90°00'00"E a distance of 69.89 feet;

Thence N00°00'00"E a distance of 13.47 feet;

Thence N90°00'00"E a distance of 12.00 feet;

Thence S00°00'00"E a distance of 13.47 feet;

Thence N90°00'00"E a distance of 55.67 feet;

Thence N00°00'00"E a distance of 50.91 feet;

Thence N45°00'00"W a distance of 18.79 feet;

Thence N45°00'00"E a distance of 20.00 feet;

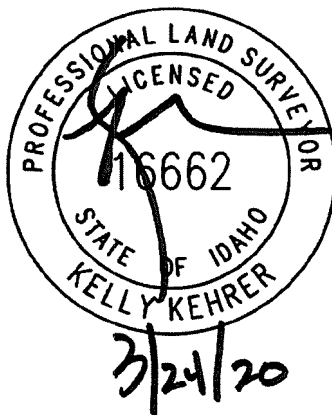
Thence S45°00'00"E a distance of 27.07 feet;

Thence S00°00'00"E a distance of 59.19 feet;
Thence N90°00'00"E a distance of 13.99 feet;
Thence S00°00'00"E a distance of 134.46 feet to the northerly right-of-way line of West Cobalt Avenue;
Thence following said northerly right-of-way line, N89°10'47"W a distance of 20.00 feet;
Thence leaving said northerly right-of-way line, N00°00'00"E a distance of 114.18 feet;
Thence N90°00'00"W a distance of 333.01 feet;
Thence S00°00'00"E a distance of 109.41 feet to said northerly right-of-way line;
Thence following said northerly right-of-way line, N89°10'47"W a distance of 20.00 feet;
Thence leaving said northerly right-of-way line, N00°00'00"E a distance of 109.12 feet;
Thence N90°00'00"W a distance of 304.52 feet;
Thence N00°00'00"E a distance of 258.62 feet;
Thence N90°00'00"W a distance of 68.81 feet;
Thence S01°01'22"E a distance of 13.70 feet;
Thence S88°58'38"W a distance of 37.50 feet to the easterly right-of-way line of S. Wayfinder Avenue;
Thence following said easterly right-of-way line, N00°33'41"E a distance of 34.37 feet to the **POINT OF BEGINNING**.

Said parcel contains 28,829 Sq. Ft. (0.662 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

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



The diagram illustrates the overall view of a sewer and water easement. It shows a large rectangular area with a hatched pattern, representing the easement. The area is bounded by S. Wayfinder Ave. to the north, W. Cobalt Ave. to the west, and SCS Brighton II LLC to the east. The easement is divided into two sections by a vertical line. The left section is labeled 'SCS BRIGHTON LLC' and the right section is labeled 'SCS BRIGHTON II LLC'. The diagram includes various survey points (L1 through L29) and bearings (e.g., N00°00'00"E, S00°33'41"W) and distances (e.g., 125.72', 132.90', 304.52'). A note indicates 'THE TEN MILE CREEK APARTMENTS' are located to the east of the easement. The diagram is titled 'OVERALL VIEW OF SEWER AND WATER EASEMENT'.

SCS BRIGHTON LLC

SCS BRIGHTON II LLC

THE TEN MILE CREEK APARTMENTS

OVERALL VIEW OF SEWER AND WATER EASEMENT



AGENDA ITEM

ITEM **TOPIC:** Victory Commons Subdivision No. 2 Water Main Easement

ESMT-2022-0205 Victory Commons Subdivision No. 2

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of August, 20 22 between Kuna Victory, LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

WHEREAS, the water main 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 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 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.

GRANTOR:

KUNA VICTORY, LLC

By: BV Management Services, Inc., an
Idaho corporation, the Manager

By: Cortney Liddiard
Cortney Liddiard, President

STATE OF IDAHO)

) ss

County of Bonneville)

This record was acknowledged before me on 7/28/22 (date) by Cortney Liddiard
(name of individual), [complete the following if signing in a representative capacity, or strike
the following if signing in an individual capacity] on behalf of Kuna Victory, LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: President of the Manager (type of authority such as officer or trustee)

(stamp)



Brandi Love
Notary Signature
My Commission Expires: 4-12-2026

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.

Notary Signature

My Commission Expires: _____



Date: May 9, 2022
Project: ID-1402-1810
Page: 1 of 1



EXHIBIT A
FLEX 1 - WATER VALVE EASEMENT

This easement is located in Government Lot 4 of Section 19, Township 3 north, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being in a portion of Lot 4, Block 1 of Victory Commons Subdivision No. 1, book 120, page 18973, records of Ada county and a portion of Parcel A of Record of Survey Property Boundary Adjustment No. 12,282, records of Ada county, Idaho, more particularly described as follows:

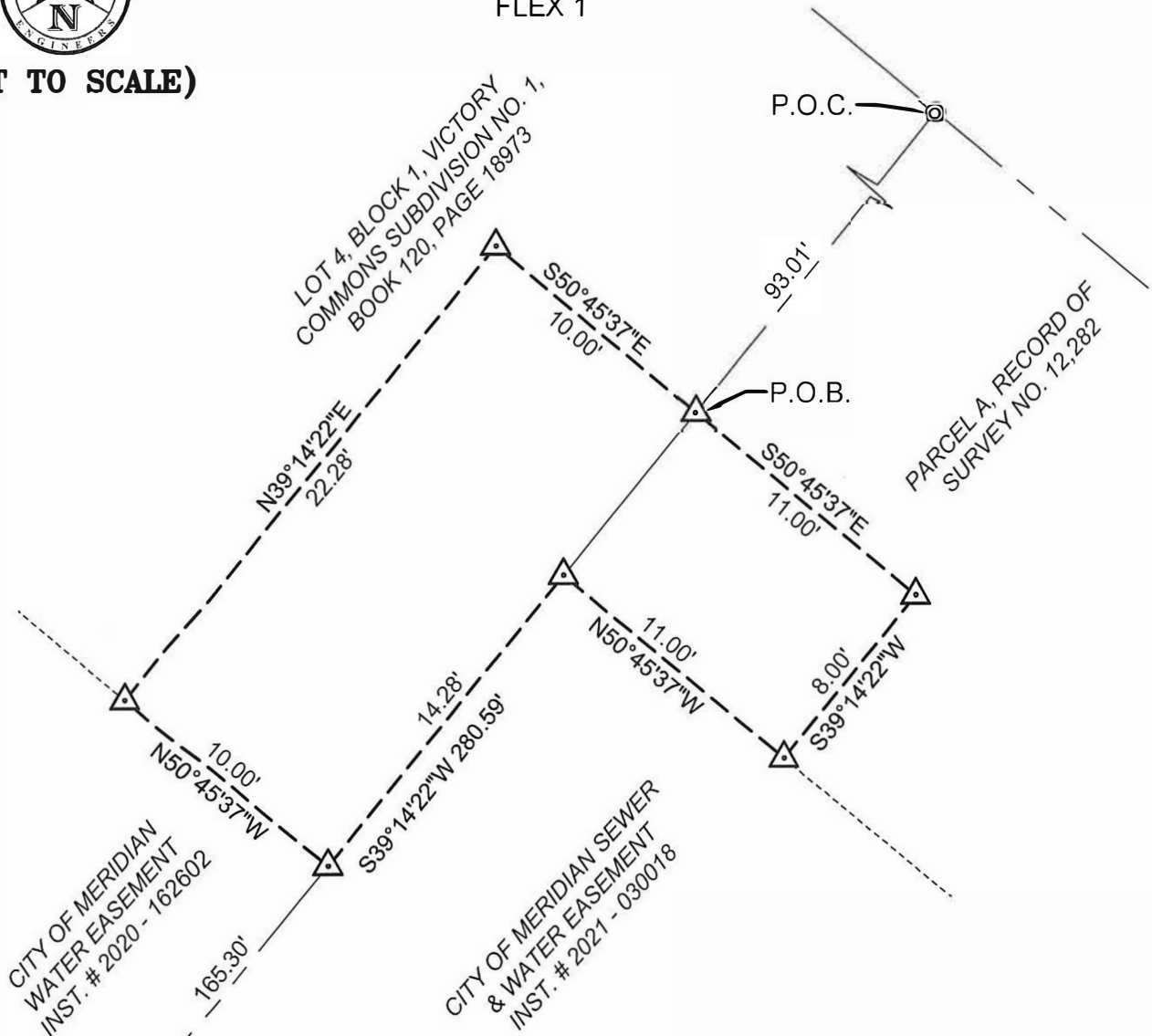
COMMENCING at the most easterly corner of Lot 4, Block 1, of said Victory Commons Subdivision No. 1, from which the most southerly corner of said Lot 4 bears S.39°14'22"W., 280.59 feet; thence along the southeast boundary of said Lot 4,

- 1) S.39°14'22"W., 93.01 feet to the **POINT OF BEGINNING**, thence leaving said southeast boundary;
- 2) S.50°45'37"E., 11.00 feet, thence;
- 3) S.39°14'22"W., 8.00 feet to a point on the northeast boundary of City of Meridian Sewer & Water Easement Instrument No. 2021-030018, thence along said northeast boundary;
- 4) N.50°45'37"W., 11.00 feet to appoint on the southeast boundary of Lot 4, Block 1 of said Victory Commons Subdivision No. 1, thence along said southeast boundary;
- 5) S.39°14'22"W., 14.28 feet to the most easterly corner of City of Meridian Water Easement Instrument No. 2020-162602, thence along the northeast boundary of said Instrument No. 2020-162602;
- 6) N.50°45'37"W., 10.00 feet, thence leaving said northeast boundary;
- 7) N.39°14'22"E., 22.28 feet, thence;
- 8) S.50°45'37"E., 10.00 feet to the **POINT OF BEGINNING**.



EXHIBIT B DOMESTIC WATER EASEMENT FLEX 1

(NOT TO SCALE)



LEGEND:

- CALCULATED POINT
- LOT CORNER
- LOT LINE
- EXISTING UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- WATER VALVE EASEMENT



HORROCKS
ENGINEERS

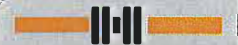
2775 West Navigator Dr., Suite 210
Meridian, ID 83642

(208) 895-2520
www.horrocks.com

EXHIBIT B

GOV'T LOT 4, SECTION 19, T3N, R1E

DR. AVIN GINIO
DATE 05/9/22
SCALE N.T.S.
REV # DATE
00 00/00/0000
*SEE 2nd SHEET FOR LISTING
PROJ. NO: ID-1402



SHEET



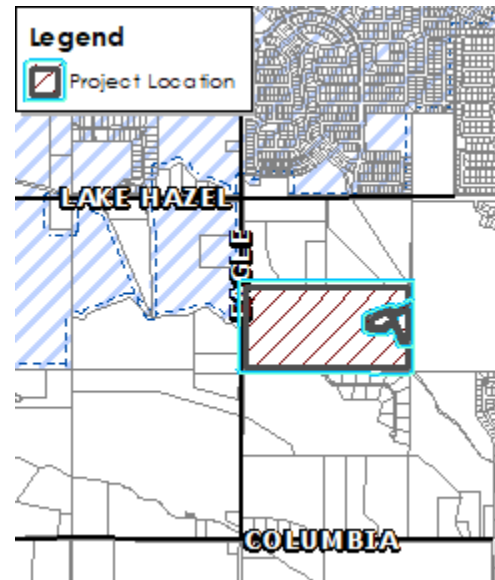
AGENDA ITEM

ITEM TOPIC: Final Plat for Skybreak Subdivision No. 2 (FP-2022-0002) by DevCo, LLC,
Located at 7020 S. Eagle Rd.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 8/16/2022
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-489-0573
SUBJECT: FP-2022-0022
Skybreak No. 2
LOCATION: 7020 S. Eagle Rd., in the SE ¼ of the
NW ¼ of Section 4, T.2N., R.1E.
(Parcel # S1404233660)



I. PROJECT DESCRIPTION

Final plat consisting of 62 lots and 12 common lots on 11.12 acres of land in the R-8 zoning district.

II. APPLICANT INFORMATION

A. Applicant:

Conger Group – 4824 W. Fairview Ave., Boise, ID 83706

B. Owners:

C4 Land LLC – 7020 S. Eagle Rd, Meridian, ID 83642

III. STAFF ANALYSIS

In 2020, the property received approval of an annexation, zoning to R-8 and R-15, and a preliminary plat to construct 316 single family lots on 80.46 acres of land (H-2020-0127, Instr. # 2021-119175). This included approval for private streets. The first plat, for 81 single family lots and 21 common lots on 35.67 acres was approved by the Council in April of 2022 (FP-2021-0058).

Amenities approved and provided with this plat include an 8,668 sq. ft. common space and several pathway segments. The landscape plan indicates these amenities are landscaped as required per UDC 11-3B-12 and 11-3G.

At time of annexation and preliminary plat the City Council granted the applicant alternative compliance from UDC 11-6C-3 limiting block face to no more than seven hundred fifty (750) feet in length without an intersecting street or alley to allow Lots 29-41 of Block 2 to be approximately 1,000 feet in length.

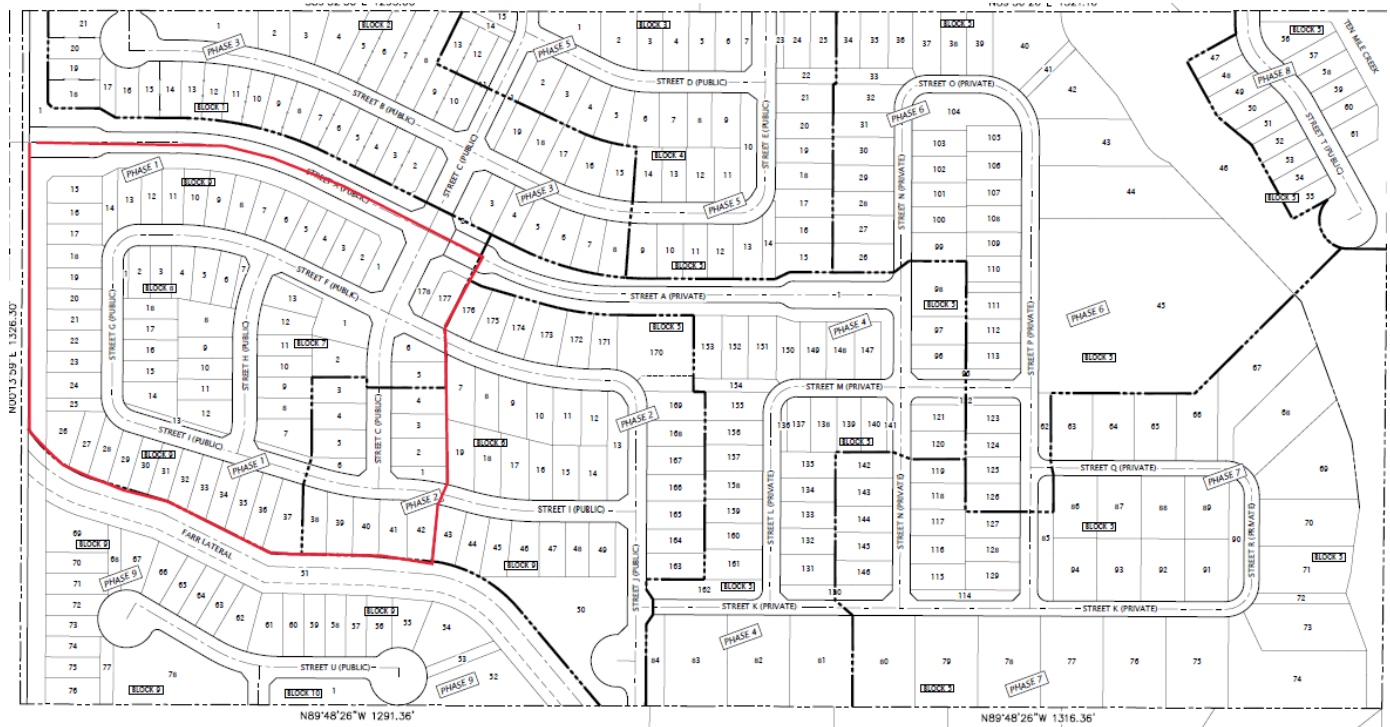
Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat in accord with the requirements listed in UDC 11-6B-3C.2. It appears Lot 7, Block 2 does not meet the minimum 40 ft. frontage required in the R-8 zoning district. Otherwise, because the final plat does not increase the number of building lots and/or decrease the amount of qualified open space as shown on the approved preliminary plat, with the exceptions listed above, all lots within the development comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district. Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

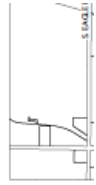
IV. DECISION

Staff recommends approval of the proposed final plat within the conditions noted in Section VI of this report.

V. EXHIBITS

A. Preliminary Plat red-marked to show area of Phase One (date: 6/16/2021)





ADA COUNTY PARK
SITE AREA = ±11
PROPOSED LAND 1

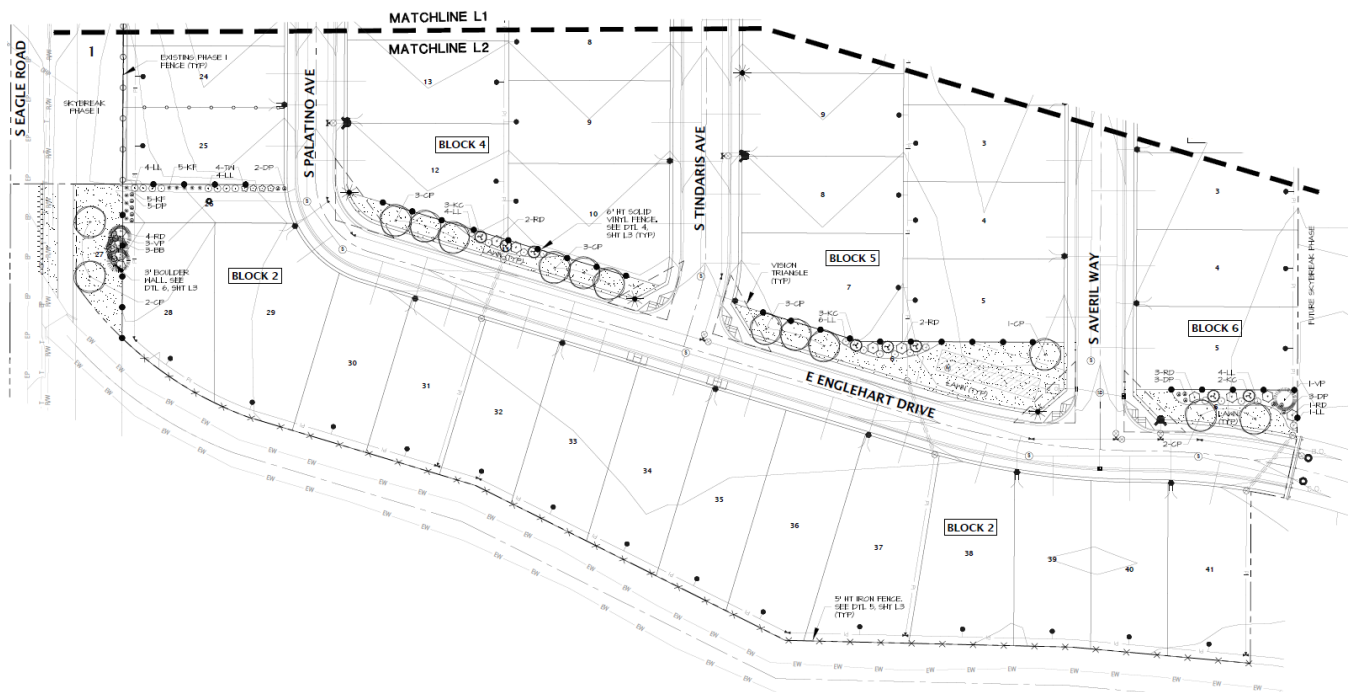
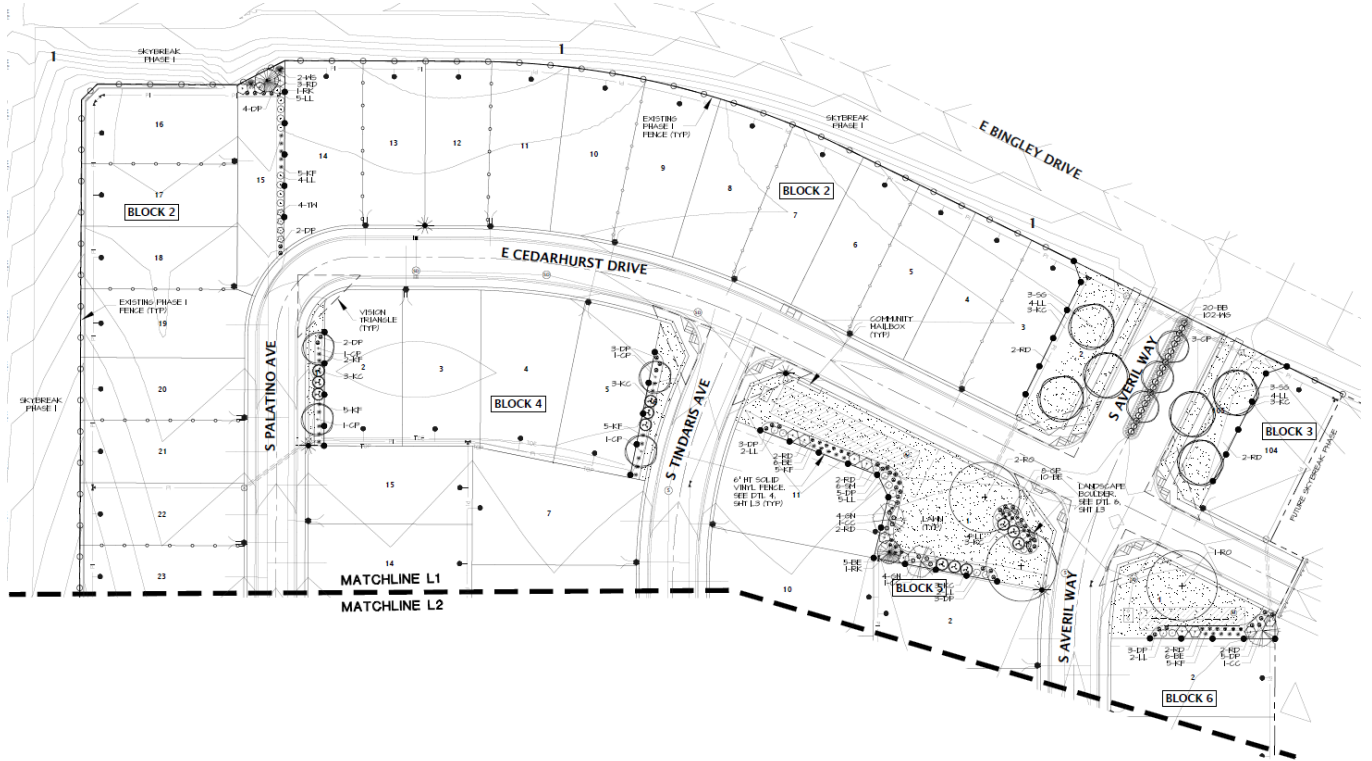
RESIDENTIAL LOTS
COMMON DRIVES
LANDSCAPE COMM
PUBLIC RIGHT-OF-
TOTAL

PROJECT CONTACT:

PHASE 3	9.9%
PHASE 4	6.6%
PHASE 5	6.0%
PHASE 6	3.0%
PHASE 7	8.0%

PRESSURE IRRIGATION
NO POLE REMOVAL

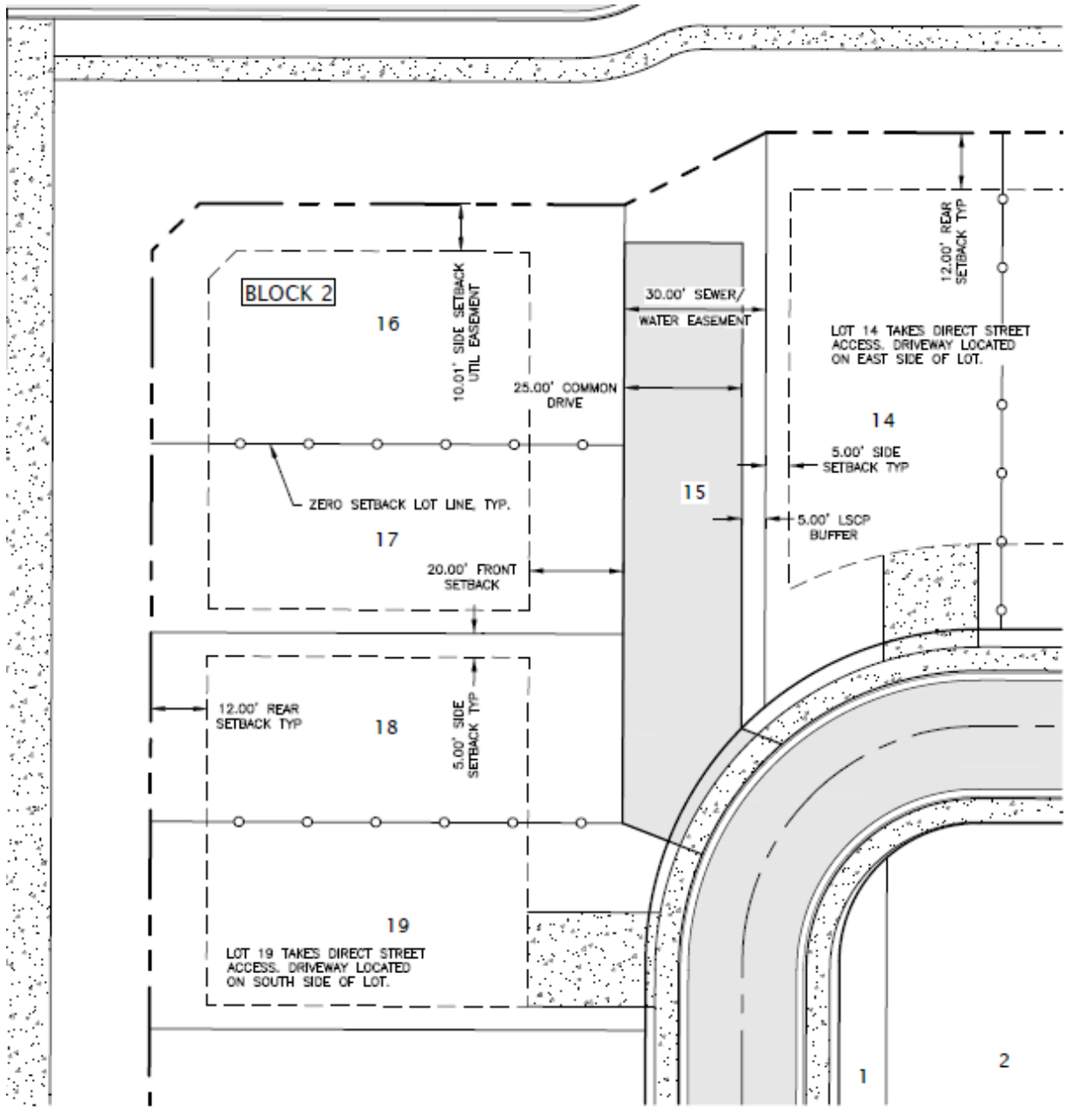
C. Landscape Plan (date: 6/13/2022)

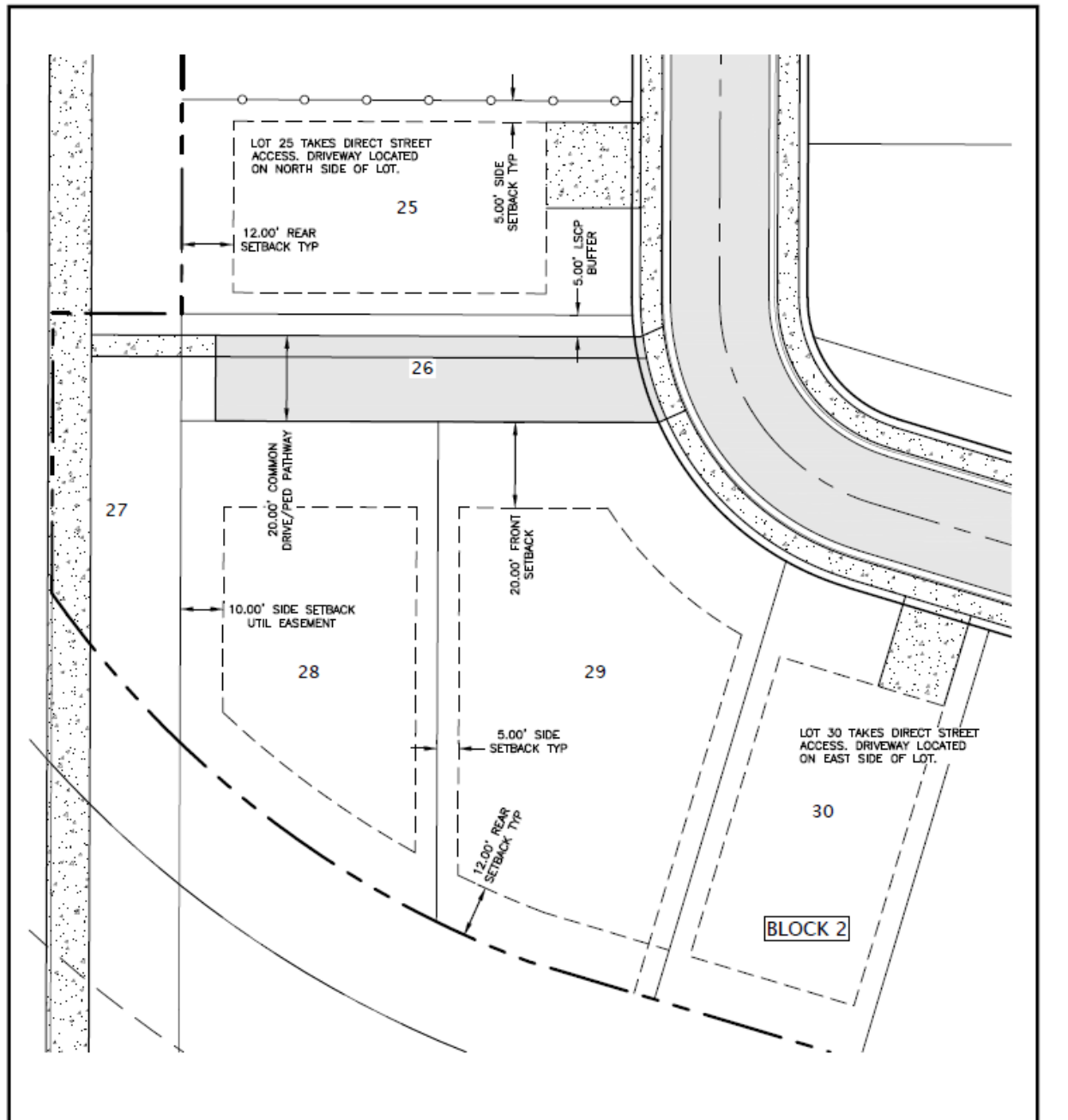


D. Approved Landscape Plan (date: 6/16/2021)



E. Common Drive Exhibit





VI. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Applicant shall meet all terms of the approved annexation and preliminary plat applications (Development Agreement - Inst. #2021-119175, AZ, PP H-2020-0127) approved for this site.
2. Prior to City Engineer signature on the final plat, the final plat prepared by Sawtooth Land Surveying LLC stamped by Jeff Beagley, dated: 4/2022, included in Section V.B shall be revised as follows:
 - a. Lot 7, Block 2 shall be revised to meet the minimum lot frontage requirements (40 feet) for the R-8 zoning district per UDC Table 11-2A-6.
 - b. Plat Note No 6 – add instrument number.
 - c. Plat Note No. 14 – add instrument number.
 - d. Plat Note No. 15 – add instrument number.
 - e. Plat Note No. 16 – add instrument number
3. Pathways and adjoining fencings and landscaping shall be constructed consistent with the standards as set forth in UDC 11-3A-7A7, 11-3A-8 and 11-3B-12C.
4. The development shall comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to driveways, easements, blocks, street buffers, and mailbox placement.
5. Developer shall comply with all ACHD conditions of approval.
6. The plat shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.
7. 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.
8. The applicant shall obtain the City Engineer's signature on the subject final plat by July 20, 2023, within two years of the City Council's approval of the preliminary plat; or apply for a time extension, in accord with UDC 11-6B-7.
9. Administrative design review is required prior to building permit for all new attached residential structures containing two (2) or more dwelling units.
10. Staff's failure to cite specific ordinance provisions does not relieve the applicant of responsibility for compliance.

B. PUBLIC WORKS

Site Specific Conditions:

1. Water main valve at the intersection of Englehart Dr and Aerial Way should be located on the west side of the tee.
2. The water service for Lot 2, Block 2 shall not cross adjacent property, but rather should be in common lot.
3. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.
3. Ensure that SSMH-4 does not fall within the gutter.

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 wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
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.



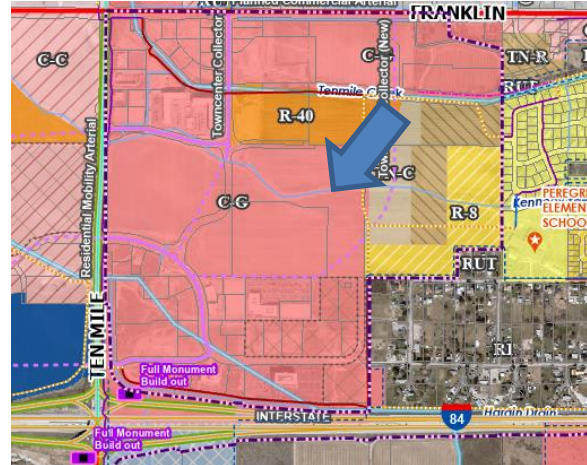
AGENDA ITEM

ITEM TOPIC: Final Plat for TM Center East No. 1 (FP-2022-0021) by Brighton Development, Inc., Located at 700 S. Wayfinder Ave.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



DATE: 8/16/2022
TO: City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2022-0021
TM Center East No. 1
PROPERTY LOCATION:
700 S. Wayfinder Ave., in the NW ¼ of
Section 14, T.3N., R.1W.



I. PROJECT DESCRIPTION

Final plat consisting of four (4) building lots on 21.73 acres of land in the C-G zoning district for TM Center East No. 1.

Note: The proposed final plat is actually the fifth phase of the TM Center Subdivision preliminary plat (H-2020-0074). [TM Creek No. 5 (1st phase FP-2021-0027); TM Crossing No. 5 (2nd phase FP-2021-0045); TM Frontline (3rd phase FP-2021-0047); and TM Center Sub. 1 (4th phase FP-2022-0009).]

II. APPLICANT INFORMATION

A. Applicant

Josh Beach, Brighton Development, Inc. – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

B. Owner:

Robert Phillips, DWT Investments, LLC – 2929 W. Navigator Dr., Ste. 400, Meridian, ID 83642

C. Representative:

Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the preliminary plat (H-2020-0074) as required by UDC 11-6B-3C.2. The proposed final plat depicts fewer buildable lots than shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary as required by UDC 11-6B-3C.

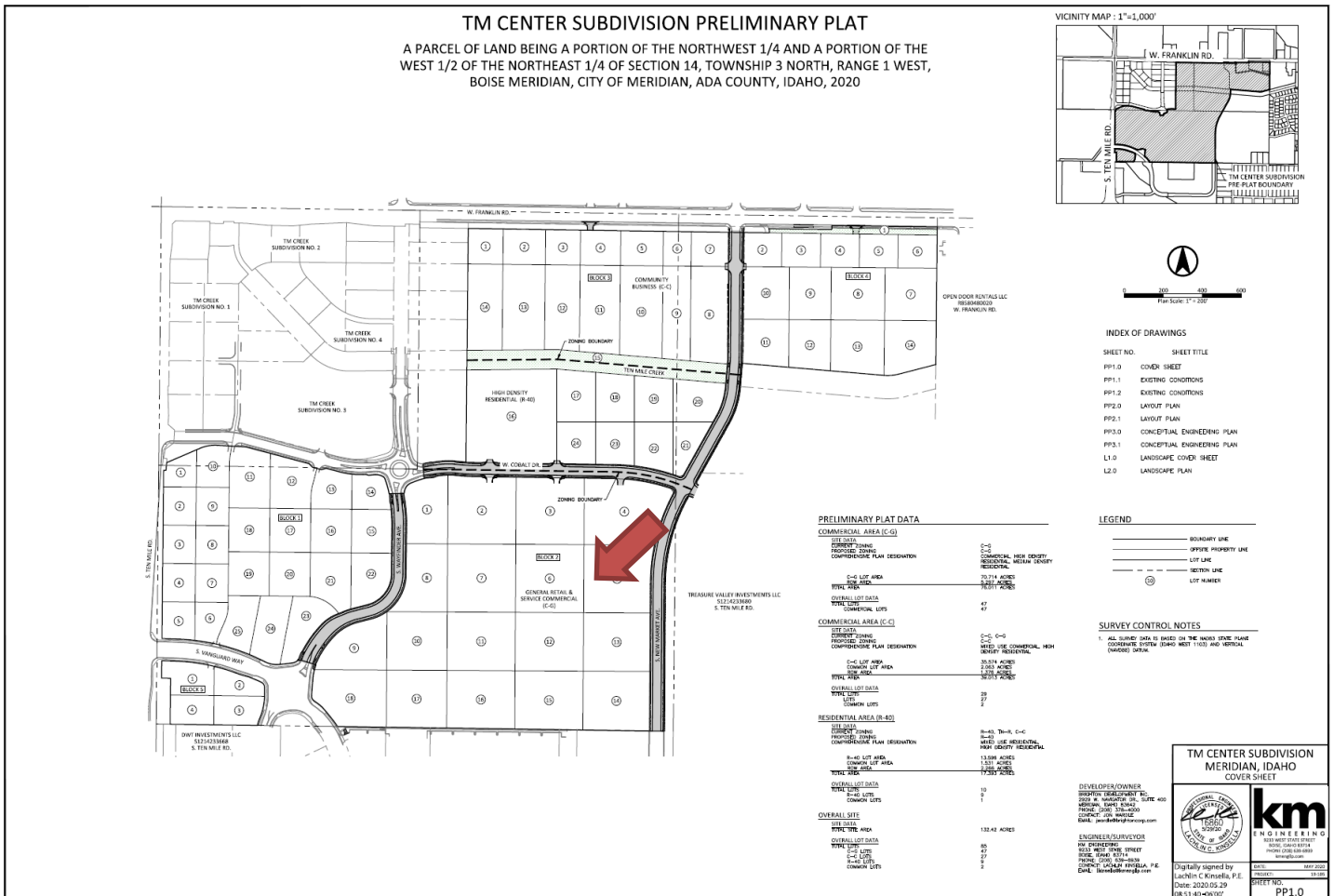
IV. DECISION

A. Staff:

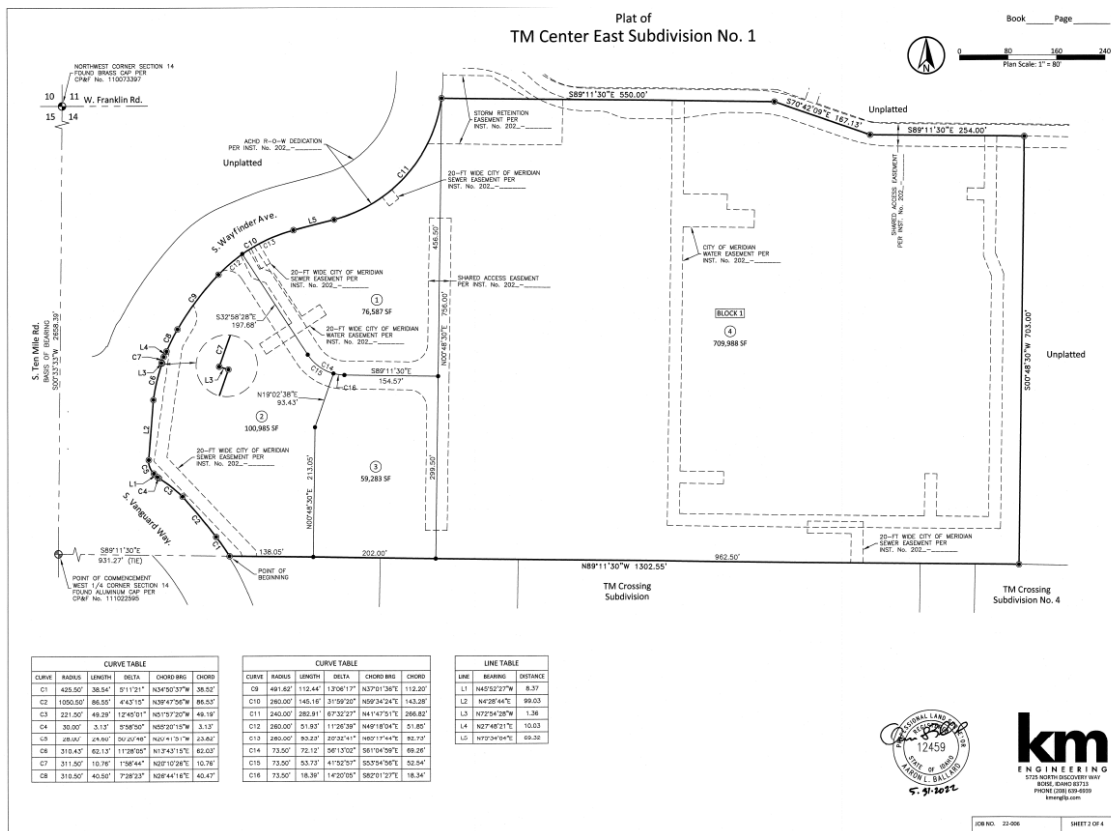
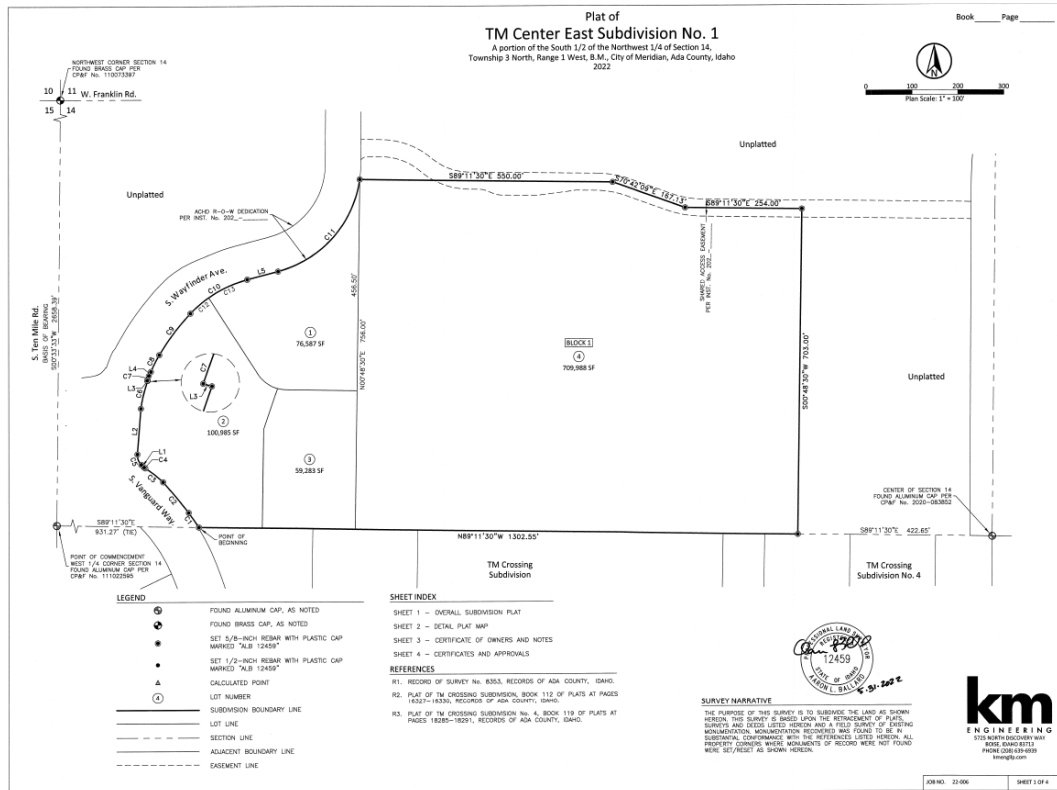
Staff recommends approval of the proposed final plat with the conditions of approval in Section VII of this report.

V. EXHIBITS

A. Preliminary Plat (dated: May 29, 2020)



B. Final Plat (dated: 5/31/22)



Plat of
TM Center East Subdivision No. 1

Book _____ Page _____

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 14, WHICH BEARS S00°33'33"W A DISTANCE OF 2638.39 FEET FROM A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 14, THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4, S89°11'30"E A DISTANCE OF 831.27 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. VANGLARD WAY AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

1. 38.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.50 FEET, A DELTA ANGLE OF 05°11'31", A CHORD BEARING OF N34°50'37"W AND A CHORD DISTANCE OF 38.52 FEET TO A SET 5/8-INCH REBAR;
2. 85.50 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,050.50 FEET, A DELTA ANGLE OF 04°41'15", A CHORD BEARING OF N39°47'56"W AND A CHORD DISTANCE OF 86.53 FEET TO A SET 5/8-INCH REBAR;
3. 49.29 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 221.50 FEET, A DELTA ANGLE OF 12°45'01", A CHORD BEARING OF N51°57'20"W AND A CHORD DISTANCE OF 49.19 FEET TO A SET 5/8-INCH REBAR;
4. 31.3 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 05°38'50", A CHORD BEARING OF N55°20'15"W AND A CHORD DISTANCE OF 3.13 FEET TO A SET 5/8-INCH REBAR;
5. 94°55'27"W A DISTANCE OF 8.37 FEET TO A SET 5/8-INCH REBAR;
6. 24.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 50°20'48", A CHORD BEARING OF N02°41'51"W AND A CHORD DISTANCE OF 23.82 FEET TO A SET 5/8-INCH REBAR;
7. N04°28'41"E A DISTANCE OF 99.03 FEET TO A SET 5/8-INCH REBAR;
8. 82.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.43 FEET, A DELTA ANGLE OF 11°28'05", A CHORD BEARING OF N13°41'19"E AND A CHORD DISTANCE OF 82.09 FEET TO A SET 5/8-INCH REBAR;
9. 94°25'42"W A DISTANCE OF 1.36 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF S. WAYFINDER AVE.

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID S. VANGLARD WAY AND FOLLOWING THE EASTERLY RIGHT-OF-WAY LINE OF SAID S. WAYFINDER AVE. THE FOLLOWING SEVEN (7) COURSES:

1. 10.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 01°58'44", A CHORD BEARING OF N02°12'26"E AND A CHORD DISTANCE OF 10.76 FEET TO A SET 5/8-INCH REBAR;
2. N07°48'21"E A DISTANCE OF 10.03 FEET TO A SET 5/8-INCH REBAR;
3. 40.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.50 FEET, A DELTA ANGLE OF 07°28'23", A CHORD BEARING OF N29°44'16"E AND A CHORD DISTANCE OF 40.47 FEET TO A SET 5/8-INCH REBAR;
4. 112.44 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 491.62 FEET, A DELTA ANGLE OF 13°06'17", A CHORD BEARING OF N37°01'38"E AND A CHORD DISTANCE OF 112.20 FEET TO A SET 5/8-INCH REBAR;
5. 145.16 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A DELTA ANGLE OF 31°59'20", A CHORD BEARING OF N09°34'24"E AND A CHORD DISTANCE OF 143.26 FEET TO A SET 5/8-INCH REBAR;
6. N79°24'04"E A DISTANCE OF 69.32 FEET TO A SET 5/8-INCH REBAR;
7. 282.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 240.00 FEET, A DELTA ANGLE OF 87°32'27", A CHORD BEARING OF N41°47'51"E AND A CHORD DISTANCE OF 286.82 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S89°11'30"E A DISTANCE OF 550.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S70°42'09"E A DISTANCE OF 167.13 FEET TO A SET 5/8-INCH REBAR;
THENCE S89°11'30"E A DISTANCE OF 254.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°48'30"W A DISTANCE OF 755.00 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4;
THENCE FOLLOWING SAID SOUTHERLY LINE, N89°11'30"W A DISTANCE OF 1,302.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 21.737 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE CREATED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

ROBERT L. PHILLIPS, PRESIDENT
BRIGHTON CORPORATION, AN IDAHO CORPORATION AND MANAGER OF
DWT INVESTMENTS, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

MICHAEL A. HALL, PRESIDENT
SCS INVESTMENTS, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

ERIC M. ISOM, CHIEF OPERATIONS OFFICER
BY MANAGEMENT SERVICES, INC., AND MANAGER OF
BVB TEN MILE CROSSING ANNEX, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
AS TENANT-IN-COMMON OWNER OF LOTS 1, 2 AND 3, BLOCK 1

SCHUELS ALL SPORTS, INC., A NORTH DAKOTA CORPORATION,
AS OWNER OF LOT 4, BLOCK 1

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY ROBERT L.
PHILLIPS, AS PRESIDENT OF BRIGHTON CORPORATION, MANAGER OF DWT INVESTMENTS, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY MICHAEL A.
HALL, AS PRESIDENT OF SCS INVESTMENTS, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY ERIC M. ISOM,
AS CHIEF OPERATIONS OFFICER OF BY MANAGEMENT SERVICES, INC., MANAGER OF BVB TEN MILE CROSSING
ANNEX, L.L.C.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF IDAHO }
CITY OF } SS
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY
_____, AS _____ OF SCHUELS ALL SPORTS, INC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF TM CENTER EAST SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

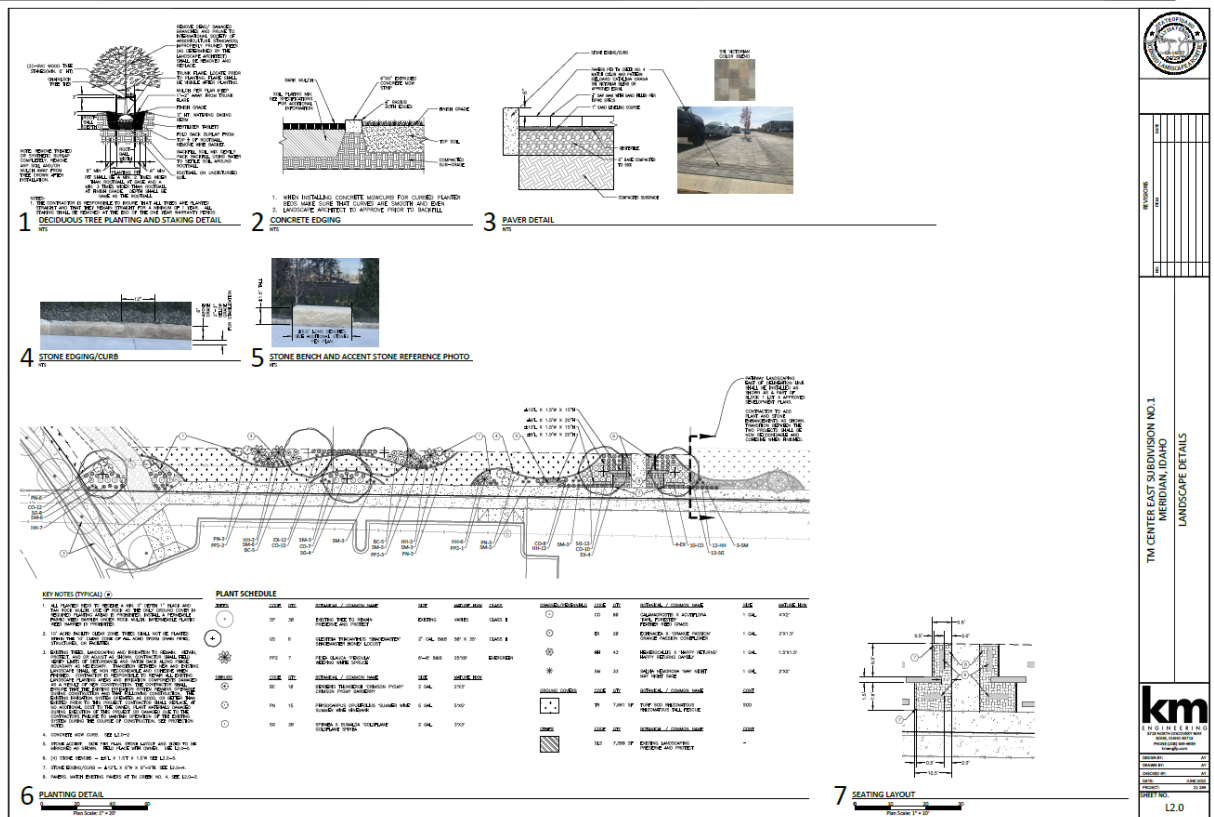
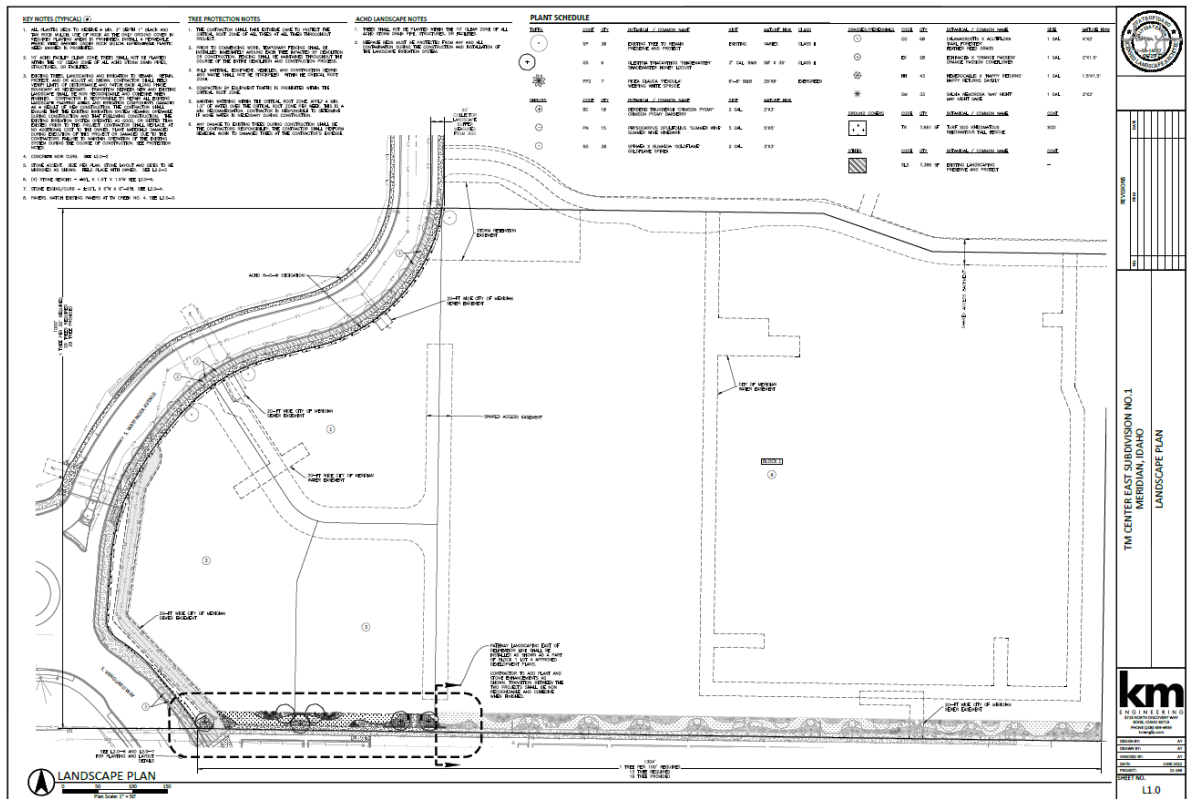


AARON L. BALLARD, P.L.S. 12459



JOB NO. 22-006 SHEET 3 OF 4

C. Landscape Plan (dated: 6/17/22)



VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development [TM Center H-2020-0074, DA Inst. #2021-089157].
2. The applicant shall obtain the City Engineer's signature on the subject final plat within two years of the City Engineer's signature on the previous phase final plat, *or* apply for a time extension, in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by KM Engineering, stamped on 5/31/22 by Aaron L. Ballard, included in Exhibit B shall be revised as follows:
 - a. Include the recorded instrument numbers for the City water and sewer, shared access, and storm retention easements graphically depicted on the face of the plat.
 - b. Include the recorded instrument number of the ACHD ROW dedication on the face of Sheets 1 and 2 of the plat, as applicable.
 - c. Note #7: Include the recorded instrument number of the CC&R's.
 - d. Graphically depict minimum 20-foot wide permanent dedicated street buffers along S. Wayfinder Ave. and S. Vanguard Way, collector streets, measured from back of curb. Include a note stating the buffers will be maintained by the property owner or business owner's association, as applicable.
5. The landscape plan prepared by KM Engineering, dated 6/17/22 included in Exhibit C, shall be revised as follows:
 - a. Depict landscaping within the street buffer along S. Wayfinder Ave., and S. Vanguard Way per the standards listed in UDC [11-3B-7C.3a](#) – all required landscape buffers along streets shall be planted with trees and shrubs, lawn or other vegetative groundcover.
6. The subject property shall be subdivided prior to issuance of any Certificates of Occupancy for the site per requirement of the Development Agreement.
7. 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 bottom of structural footing shall be set a minimum of 12-inches above the highest established normal ground water elevation.
2. Maintenance of any irrigation and/or drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity or lot owner's association.

General Conditions:

3. 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 then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications. Sewer main extension is being constructed as part of application LDIR-2022-0031.
4. 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. Water main extension is being constructed as part of application LDIR-2022-0031
5. 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.
6. 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.
7. 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..
8. 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. Warranty surety will be required under application LDIR-2022-0031.
9. 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.
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 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.

16. 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.
17. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
18. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
19. 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.
20. 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.
21. 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:** Public Works: Fiscal Year 2023 Republic Services Rate Review



Sustainability in Action

MEMORANDUM

TO: Meridian's Solid Waste Advisory Commission (SWAC)
FROM: Bradyn Norris, Finance Manager, Republic Services of Idaho
DATE: July 27, 2022
SUBJECT: Annual Rate Adjustment for Solid Waste Collection Services

Introduction

Annually, solid waste collection rates are adjusted in accordance with Section 21 of our contract with the City of Meridian with an effective date of October 1.

High-level Summary by Category:

- CPI Adjustment Methodology – 4.898% increase, 90% of CPI
- Household Hazardous Waste – No change, Republic Services proposes to waive the \$0.01 per household per month increase
- Recycling Service Charge – 7.50% increase
- Labor Increase – Requesting approval to make FY2022 out-of-cycle adjustment permanent. For FY2023, we are not requesting an out-of-cycle adjustment. Labor will remain consistent with CPI.
- Disposal – No change
- Volumetric Excise Tax Credit (VETC) – No change, (\$0.11) reduction to residential rates will carry over for FY2023

CPI Adjustment Methodology

Our contract allows non-disposal costs be adjusted annually based upon Ninety (90) percent of the net percentage change for May in the Consumer Price Index (CPI) for Garbage Trash. This year's change in CPI (at 90%) is 4.898%. The average CPI adjustment is \$0.79 per household per month plus tax. The commercial impact varies and is based on container size and frequency of collection.

Household Hazardous Waste

Residential 2022 rates include an amount for household hazardous waste (HHW) of \$0.18 per household per month. A reconciliation of actual HHW costs and the amount collected from residents was performed. The May 2022 trailing-twelve-month (TTM) net result is an amount due to Republic Services of \$6,266.10. This amount will remain on account and be included in the ongoing reconciliation. Although the current run rate is \$0.19 per household per month, we elect to leave the rate at \$0.18 for no change to FY2023.



Sustainability in Action

Recycling Service Charge

The recycling processing fee increased 7.50% (from \$97.31 to \$104.61) per ton and reflects the current economic impact on the recycling sector (i.e., increased transportation and labor costs). Republic Services sustained unreimbursed recycling cost of \$195,717.18 for Meridian City's residential recycling program over the prior 12 months (May 2022 TTM). For example, Republic Services requests to increase the per household per month for residential by \$0.08. These charges include related Meridian City franchise fees based on the total amount billed to customers and have been reviewed with the Meridian City staff.

Labor Increase

The Meridian City and Treasure Valley continue to operate in a constrained labor environment; however, the 2021 market adjustment accomplished its intended purpose and we have been able to fully cover routes consistently over the last fiscal year. We are concerned about the rising cost of living, fuel prices, and inflation that all our employees are experiencing. Republic Services formally requests that the FY2022 market labor adjustment be made permanent in the proposed pricing. Our FY2023 request is consistent with CPI adjustment methodology (4.898%).

Disposal Increase

There are no changes to disposal rates in the current year.

Volumetric Excise Tax Credit (VETC) on CNG Powered Trucks

The Federal Government once again awarded the alternative fuel tax credit for compressed natural gas as an alternative fuel source. This tax credit is shared with Meridian City residents as a credit to the monthly rate. The credit for the Meridian contract was \$52,031. This amount is reflected in the residential rate sheet as a credit for 95-gallon of \$0.11, 65-gallon cart of \$0.11 and 35-gallon of \$0.11. VETC was extended through December 31, 2021.

Residential Impact Per Customer

The total proposed monthly increase for residential customers with 95-gallon carts is \$0.94 comprised of:

- CPI – increased \$0.85
- HHW – unchanged \$0.00
- Uncontrollable recycling processing fee – increased \$0.08
- Uncontrollable disposal fee – unchanged \$0.00
- VETC – unchanged \$0.00
- Sales tax – increased \$0.01

RESIDENTIAL TRASH & RECYCLING**Description**

2022	2023
Current	Proposed
Fee	Fee

Residential	95 gallon service (includes 1 recycling cart)	\$21.66	\$22.60
Residential	65 gallon service (includes 1 recycling cart)	\$19.34	\$20.22
Residential	35 gallon service (includes 1 recycling cart)	\$17.03	\$17.84
Residential	Extra Carts (per cart per month)	\$2.58	\$2.71
Residential	Cart Pickup/ Upsize Exchange fee (per event)	\$15.38	\$16.13
Residential	Cart Delivery (free)	\$0.00	\$0.00
Residential	Carry Out Service	\$36.22	\$38.00

COMMERCIAL PERMANENT TRASH

Commercial Carts	Delivery Charge	\$11.55	\$12.12
Commercial Carts	1, 95 gallon cart (1 x per week)	\$33.39	\$34.92
Commercial Carts	1, 95 gallon cart (2 x per week)	\$63.12	\$66.00
Commercial Carts	1, 95 gallon cart (3 x per week)	\$92.84	\$97.06
Commercial Carts	2, 95 gallon cart (1 x per week)	\$66.80	\$69.86
Commercial Carts	2, 95 gallon cart (2 x per week)	\$126.27	\$132.03
Commercial Carts	2, 95 gallon cart (3 x per week)	\$185.67	\$194.13
Commercial Carts	3, 95 gallon cart (1 x per week)	\$100.20	\$104.79
Commercial Carts	3, 95 gallon cart (2 x per week)	\$189.39	\$198.04
Commercial Carts	3, 95 gallon cart (3 x per week)	\$278.49	\$291.18
Commercial Container	Container Delivery Svc (2,3,6,8 yd options)	\$26.35	\$27.64
Commercial Container	Lid Lock Installation (2,3,6,8 yd options)	\$49.63	\$52.06
Commercial Container	Monthly Lock Service (2,3,6,8 yd options)	\$14.31	\$15.01
Commercial Container	2 yd (Extra Dump)	\$27.13	\$28.36
Commercial Container	3 yd (Extra Dump)	\$36.93	\$38.58
Commercial Container	6 yd (Extra Dump)	\$53.68	\$56.00
Commercial Container	8 yd (Extra Dump)	\$69.06	\$72.03
Commercial Containers	2 yd (1x per week)	\$110.80	\$115.79
Commercial Containers	2 yd (2x per week)	\$158.23	\$165.09
Commercial Containers	2 yd (3x per week)	\$204.84	\$213.54
Commercial Containers	2 yd (4x per week)	\$274.79	\$286.47
Commercial Containers	2 yd (5 x per week)	\$344.60	\$359.26
Commercial Containers	2 yd (6 x per week)	\$414.46	\$432.10
Commercial Containers	3 yd (1x per week)	\$115.29	\$120.28
Commercial Containers	3 yd (2 x per week)	\$186.64	\$194.45
Commercial Containers	3 yd (3 x per week)	\$258.10	\$268.75
Commercial Containers	3 yd (4 x per week)	\$340.05	\$354.05
Commercial Containers	3 yd (5 x per week)	\$447.11	\$465.69
Commercial Containers	3 yd (6 x per week)	\$541.64	\$564.19
Commercial Containers	6 yd (1 x per week)	\$179.75	\$187.23
Commercial Containers	6 yd (2 x per week)	\$290.16	\$301.71
Commercial Containers	6 yd (3 x per week)	\$400.45	\$416.08
Commercial Containers	6 yd (4 x per week)	\$533.96	\$554.80
Commercial Containers	6 yd (5 x per week)	\$667.54	\$693.59
Commercial Containers	6 yd (6 x per week)	\$801.04	\$832.30
Commercial Containers	8 yd (1 x per week)	\$213.32	\$222.01
Commercial Containers	8 yd (2 x per week)	\$331.53	\$344.23
Commercial Containers	8 yd (3 x per week)	\$448.43	\$465.08
Commercial Containers	8 yd (4 x per week)	\$580.21	\$601.54
Commercial Containers	8 yd (5 x per week)	\$720.50	\$746.93

Commercial Containers	8 yd (6 x per week)	\$854.62	\$885.84
Commercial Containers	8 yd (7 x per week)	\$1,304.42	\$1,355.90
Commercial Compactors	2 yd (base price per pickup per week)	\$65.74	\$68.52
Commercial Compactors	3 yd (base price per pickup per week)	\$91.01	\$94.81
Commercial Compactors	4 yd (base price per pickup per week)	\$116.75	\$121.58
Commercial Compactors	5 yd (base price per pickup per week)	\$142.52	\$148.39
Commercial Compactors	6 yd (base price per pickup per week)	\$167.62	\$174.50
Commercial Compactors	8 yd (base price per pickup per week)	\$225.04	\$234.29
COMMERCIAL TEMPORARY TRASH			
Commercial Temporary Service	3 yd Haul Svc (Municipal Solid Waste)	\$46.12	\$47.72
Commercial Temporary Service	3 yd Haul Svc (Construction and Demolition)	\$123.90	\$129.30
Commercial Temporary Service	3 yd (Monthly Rent)	\$27.71	\$29.07
Commercial Temporary Service	3 yd (Daily Rent)	\$0.91	\$0.95
COMMERCIAL PERMANENT RECYCLING			
Commercial Commingled Recyclable Collection	Container Delivery Charge (3,5,6,8 yd options)	\$26.35	\$27.64
Commercial Commingled Recyclable Collection	3 yd (Extra Dump)	\$18.94	\$19.95
Commercial Commingled Recyclable Collection	3 yd (Every Other Week)	\$55.59	\$58.50
Commercial Commingled Recyclable Collection	3 yd (1 x week)	\$69.48	\$73.25
Commercial Commingled Recyclable Collection	3 yd (2 x week)	\$122.54	\$129.28
Commercial Commingled Recyclable Collection	3 yd (3 x week)	\$175.63	\$185.34
Commercial Commingled Recyclable Collection	3 yd (4 x week)	\$228.70	\$241.38
Commercial Commingled Recyclable Collection	3 yd (5 x week)	\$281.76	\$297.41
Commercial Commingled Recyclable Collection	5 yd (Extra Dump)	\$25.76	\$27.16
Commercial Commingled Recyclable Collection	5 yd (Every Other Week)	\$76.40	\$80.45
Commercial Commingled Recyclable Collection	5 yd (1 x week)	\$105.83	\$111.63
Commercial Commingled Recyclable Collection	5 yd (2 x week)	\$177.65	\$187.58
Commercial Commingled Recyclable Collection	5 yd (3 x week)	\$248.96	\$263.00
Commercial Commingled Recyclable Collection	5 yd (4 x week)	\$320.51	\$338.68
Commercial Commingled Recyclable Collection	5 yd (5 x week)	\$392.07	\$414.35
Commercial Commingled Recyclable Collection	6 yd (Extra Dump)	\$31.31	\$33.02
Commercial Commingled Recyclable Collection	6 yd (Every Other Week)	\$90.59	\$95.40
Commercial Commingled Recyclable Collection	6 yd (1 x week)	\$112.38	\$118.63
Commercial Commingled Recyclable Collection	6 yd (2 x week)	\$200.78	\$212.09
Commercial Commingled Recyclable Collection	6 yd (3 x week)	\$289.15	\$305.52
Commercial Commingled Recyclable Collection	6 yd (4 x week)	\$377.54	\$398.98
Commercial Commingled Recyclable Collection	6 yd (5 x week)	\$465.94	\$492.46
Commercial Commingled Recyclable Collection	8 yd (Extra Dump)	\$42.79	\$45.11
Commercial Commingled Recyclable Collection	8 yd (Every Other Week)	\$107.50	\$113.27
Commercial Commingled Recyclable Collection	8 yd (1 x week)	\$134.27	\$141.84
Commercial Commingled Recyclable Collection	8 yd (2 x week)	\$244.19	\$258.13
Commercial Commingled Recyclable Collection	8 yd (3 x week)	\$354.11	\$374.42
Commercial Commingled Recyclable Collection	8 yd (4 x week)	\$464.08	\$490.75
Commercial Commingled Recyclable Collection	8 yd (5 x week)	\$576.01	\$609.15
Commercial Commingled Recyclable Collection	95 gallon carts (1 cart/week)	\$14.56	\$15.33
Commercial Commingled Recyclable Collection	95 gallon carts (2 cart/week)	\$23.08	\$24.34
Commercial Commingled Recyclable Collection	95 gallon carts (3 cart/week)	\$31.61	\$33.34
Commercial Commingled Recyclable Collection	95 gallon carts (4 cart/week)	\$40.15	\$42.36
Commercial Commingled Recyclable Collection	95 gallon carts (5 cart/week)	\$48.65	\$51.34
INDUSTRIAL TRASH			
Industrial Trash	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Trash	6 - 10 yd containers (Haul Svc)	\$118.87	\$124.69
Industrial Trash	6 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74

Industrial Trash	6 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Trash	6 yd (Daily Rent)	\$1.94	\$2.04
Industrial Trash	8 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	8 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Trash	8 yd (Daily Rent)	\$2.51	\$2.64
Industrial Trash	10 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	10 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Trash	10 yd (Daily Rent)	\$2.80	\$2.93
Industrial Trash	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Trash/Diversion/Recycling	20 - 40 yd screen lid	\$42.81	\$44.91
Industrial Trash	20 - 40 yd containers (Haul Svc)	\$386.00	\$404.90
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Ada County)	\$335.01	\$351.42
Industrial Trash	20 - 40 yd containers (Certification fee Asbestos - Ada County)	\$23.32	\$23.32
Industrial Trash	20 - 40 yd containers (Haul Svc for Asbestos - Idaho Waste Systems)	\$335.01	\$351.42
Industrial Trash	20 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	20 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$800.00	\$800.00
Industrial Trash	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Trash	20yd (Daily Rent)	\$3.22	\$3.38
Industrial Trash	30 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	30 yd Disposal Fee (Asbestos - Idaho Waste Systems)	\$1,200.00	\$1,200.00
Industrial Trash	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Trash	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Trash	40 yd Disposal Fee (Municipal Solid Waste)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (C&D/Compacted)	\$30.74	\$30.74
Industrial Trash	40 yd Disposal Fee (Asbestos - Ada County Landfill)	\$30.74	\$30.74
Industrial Trash	40 yd disposal Fee (Asbestos - Idaho Waste Systems)	\$1,600.00	\$1,600.00
Industrial Trash	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Trash	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Trash	20yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	25yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	30yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Trash	40yd compactor Disposal Fee	\$30.74	\$30.74
Industrial Diversion			
Industrial Diversion	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Diversion	6 - 8 yd containers (Haul Svc)	\$65.83	\$69.05
Industrial Diversion	6 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	6 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	8 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	10 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74

Industrial Diversion	10 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	Container Delivery Svc 20 - 40 yd	\$26.63	\$27.94
Industrial Diversion	20 - 40 yd Wood, Sheetrock, Clean Rock	\$148.97	\$156.26
Industrial Diversion	20 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	20 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	30 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Wood)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Sheetrock)	\$30.74	\$30.74
Industrial Diversion	40 yd Disposal Fee (Clean Rock, Gravel, etc.)	\$30.74	\$30.74
INDUSTRIAL RECYCLING			
Industrial Recycling	Processing per loose yard (as applicable)	\$1.08	\$1.16
Industrial Recycling	Processing per compact yard (as applicable)	\$2.16	\$2.32
Industrial Recycling	Container Delivery Svc 6 - 10 yd	\$26.63	\$27.94
Industrial Recycling	6 - 10 yd containers (Haul Svc)	\$65.82	\$69.05
Industrial Recycling	6 yd (Monthly Rent)	\$58.87	\$61.76
Industrial Recycling	6 yd (Daily Rent)	\$1.94	\$2.04
Industrial Recycling	8 yd (Monthly Rent)	\$76.31	\$80.05
Industrial Recycling	8yd (Daily Rent)	\$2.51	\$2.64
Industrial Recycling	10 yd (Monthly Rent)	\$85.04	\$89.21
Industrial Recycling	10 yd (Daily Rent)	\$2.81	\$2.95
Industrial Recycling	Contain Deliver Svc 20 -40 yd	\$26.63	\$27.94
Industrial Recycling	20- 40 yd containers (Haul Svc)	\$148.97	\$156.26
Industrial Recycling	20 yd (Monthly Rent)	\$97.77	\$102.57
Industrial Recycling	20 yd (Daily Rent)	\$3.22	\$3.38
Industrial Recycling	30 yd (Monthly Rent)	\$119.50	\$125.36
Industrial Recycling	30 yd (Daily Rent)	\$3.92	\$4.11
Industrial Recycling	40 yd (Monthly Rent)	\$136.57	\$143.26
Industrial Recycling	40 yd (Daily Rent)	\$4.48	\$4.71
Industrial Recycling	15 - 40 yd Compactors (Haul Svc)	\$148.97	\$156.26
MISCELLANEOUS CHARGES			
Miscellaneous Collection	Tires 9 (ea.) up to 16 inch	\$6.41	\$6.73
Miscellaneous Collection	Freon-containing units/appliances	\$61.06	\$64.05
Miscellaneous Collection	Non-Freon units/appliances	\$17.31	\$18.16
Miscellaneous Collection	Special Collection (for each increment of 10 minutes)	\$24.47	\$25.67
Miscellaneous Collection	Bulky Item Pickup (per item)	\$17.31	\$18.16
Miscellaneous Collection	Extra Pickup/Go Back (per occurrence)	\$12.35	\$12.95
Miscellaneous Collection	Relocation (all sizes) - Commercial/Industrial	\$26.63	\$27.94
Industrial Services	Turnaround compactor fee -Commercial/Industrial	\$18.68	\$19.60
Miscellaneous Collection	Weekend Charge - Industrial	\$75.62	\$79.32
Miscellaneous Collection	Pressure Wash - Industrial	\$222.93	\$233.85
Industrial Services	Dry Run - Large industrial containers and compactors	\$113.49	\$119.05
Industrial Services	Dry Run (6 - 10 yd)	\$65.83	\$69.05
Miscellaneous Collection	Commercial Combo Lock Replacement	\$31.77	\$33.32
Commercial Container	Extra Yard (Overload Each yd)	\$16.93	\$17.76



AGENDA ITEM

ITEM TOPIC: Parks and Recreation Department: MAPS (Meridian Art in Public Spaces)
Ordinance Update



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

August 16, 2022

MEMORANDUM

TO: Mayor Robert Simison and City Council

FROM: Jessica Peters, Meridian Arts Commission, Vice Chair
Cassandra Schiffler, Arts and Culture Coordinator, MPR Dept.

RE: Amendment to Meridian Art in Public Spaces Ordinance (MAPS Ordinance)

Background

The Meridian Art in Public Spaces ordinance (MAPS Ordinance) was adopted by the Meridian City Council on April 21, 2015. This ordinance established the Meridian Art in Public Spaces (MAPS) program, under which the City Council annually dedicates funding in the amount of 50 cents per resident, not to exceed \$50,000 per year to establish art in public spaces in Meridian. The MAPS funding is used to purchase visual, tangible artworks and install them on public property within Meridian city limits. Since adoption of the MAPS ordinance, approximately 85 pieces of artwork have been successfully installed, and 15 new public art projects, including 10 traffic boxes, 3 murals, and 2 major sculptural installations are currently in progress.

The population levels used to estimate the number of residents in Meridian are provided by the Community Planning Association of Southwest Idaho (COMPASS)¹. In 2015, when the MAPS ordinance was adopted, the COMPASS population estimate for Meridian was 91,310. In 2022, the COMPASS population estimate for Meridian is 133,470, indicating that the Meridian population has grown by 42,160, or 46 percent, in 7 years. The Meridian Arts Commission believes that more MAPS funding is needed to contribute to the growing culture throughout the city as the preeminent place for people to live and work in the Treasure Valley. In addition, as public art has gained attention and support throughout the Treasure Valley, the Meridian Arts Commission believes that larger public art project budgets are necessary in order to attract the interest of a wider range of artists and project ideas.

Recommendation

To approve the amendment to remove the \$50,000 cap on the MAPS funding so that funding levels are commensurate with population levels in Meridian, and so that public art funding in Meridian can grow as the city continues to grow.

¹ Population estimates can be found at the website <https://www.compassidaho.org/prodserv/demographics.htm>.

CITY OF MERIDIAN ORDINANCE NO. 22-_____

BY THE CITY COUNCIL:

**BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER**

AN ORDINANCE AMENDING MERIDIAN CITY CODE SECTION 1-9-4(C), REGARDING APPROPRIATION OF FUNDS FOR THE MERIDIAN ARTS IN PUBLIC SPACES PROGRAM; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meridian City Council values public art because it enables Meridian residents and visitors to experience art in the course of daily life, beautifies our community, supports economic development, and makes Meridian unique; and

WHEREAS, funds appropriated pursuant to the Meridian Arts in Public Spaces (MAPS) ordinance have successfully funded public art projects in the Meridian community, and City Council seeks to bolster this programming; and

WHEREAS, at its meeting on July 14, 2022, the Meridian Arts Commission voted unanimously to recommend that the MAPS ordinance be updated as set forth herein, in order to increase potential funding for public arts programming in Meridian;

WHEREAS, Meridian City Council finds that it is in the best interest of the people of Meridian to amend the MAPS ordinance to remove the limitation on funds to be appropriated pursuant thereto;

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

Section 1. That Meridian City Code section 1-9-4(C) shall be amended as follows:

Funds appropriation. City Council shall, on an annual basis, appropriate for the MAPS program an amount from the general fund equivalent to fifty cents (\$0.50) per resident, as estimated by the current annual population estimate adopted by the Community Planning Association of Southwest Idaho. ~~Annually, no more than fifty thousand dollars (\$50,000.00) of general funds shall be appropriated for the MAPS program.~~ Nothing contained in this section shall preclude funding of art by grants, matching monies, donations, or other means.

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 _____, 2022.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of _____, 2022.

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. 22 - _____

An ordinance amending Meridian City Code section 1-9-4(C), regarding appropriation of funds for the Meridian Arts In Public Spaces program; repealing conflicting ordinances; and providing an effective date.



AGENDA ITEM

ITEM **TOPIC:** Parks and Recreation Department: Public Art Update



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

August 16, 2022

MEMORANDUM

TO: Mayor Robert Simison and City Council

FROM: Cassandra Schiffler, Arts and Culture Coordinator, MPR Dept.

RE: Public Art Update

Background

Several public art projects are underway and will be presented to City Council in a powerpoint. Projects include:

- 10 traffic box wraps
- a mural at the unBound library, scheduled for installation during Meridian Art Week on September 6 - 11, 2022 (easement attached)
- a mural at the Meridian Pool
- 2 murals at Tully Skatepark, one by a professional mural artist and one by a youth apprentice
- a public art project at the Five Mile Creek Pathway Trailhub with four national artists currently working on proposals
- development of a public art project to be integrated with Discovery Park, Phase II

Recommendation

To consider all public art projects in process and to approve the easement agreement with the Meridian Library District.



AGENDA ITEM

ITEM **TOPIC:** Parks and Recreation Department: Public Art Easement Agreement 722 E. 2nd St.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

PUBLIC ART EASEMENT AGREEMENT: 722 E. 2nd Street, Meridian, Idaho

This PUBLIC ART EASEMENT AGREEMENT (“Agreement”) is made on this _____ day of August, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the Meridian Library District, a public library district organized under the laws of the state of Idaho (“Grantor”). (City and Grantor may hereinafter be collectively referred to as “Parties.”)

WHEREAS, the Parties desire that public art murals will be incorporated into the Meridian community, and to that end, City will dedicate funds and contract with Andrei Krautsou, also known as Key Detail, for the design, installation, and/or maintenance of a public art mural at 722 E. 2nd Street, in Meridian, Ada County parcel no. R5672000870 (“Property”); specifically, on the south-facing exterior wall of the building located thereon;

WHEREAS, Grantor owns the Property, and has agreed to make it available to the City for the installation of a mural (“Mural”) by Andrei Kratsou, also known as Key Detail (“Artist”), as generally depicted in the *Task Order For Mural Installation* between City and Artist, executed on June 28, 2022 and attached hereto as *Exhibit A* (“June 28, 2022 Task Order”);

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

1. GRANT OF EASEMENT. Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on and in the Property. Following Final Acceptance of the Mural as defined in the June 28, 2022 Task Order, the Mural shall be the property of City.

2. TERM. This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on September 30, 2031 unless extended by mutual agreement of the Parties.

3. RECORDATION. City shall record this Agreement in the land records of Ada County Idaho, and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is: W 16.5' OF S 30' OF LOT 6 S 30' OF LOTS 7 & 8 INC BLK 6 MERIDIAN TOWNSITE #98037950 #95017937.

4. TERMINATION.

- a. **Termination by Grantor.** This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days’ written notice to City and

receipt of the City's written consent to terminate, upon Grantor's showing of any of the following:

- (1) That the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
- (2) That the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
- (3) That the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural;
- (4) That Grantor's circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by the City.

- b. **Termination by City.** This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.
- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

5. MAINTENANCE AND REPAIR OF MURAL. During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural and shall not interfere with the normal operations of Property or inhibit the public access to and use of Property's services. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

6. RIGHT OF ENTRY. City or City's contractor shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement. City shall provide Grantor at least forty-eight (48) hours' prior notice of such entry and receive written approval by Property Owner.

7. BINDING EFFECT. The easement granted in this agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

8. CONTRACTUAL RELATIONSHIPS; ASSIGNMENT. This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this agreement without the prior written consent of the other.

9. NOTICE. Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Grantor:

Meridian Library District
1326 W Cherry Lane
Meridian ID 83642

City:

City of Meridian
Attn: City Clerk
33 E. Broadway Avenue
Meridian ID 83642

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

10. NON-APPROPRIATION. Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.

12. FORCE MAJEURE. Neither Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond such Party's control. Such causes may include, but shall not be restricted to, acts of God or nature, fire, flood, epidemic, strike, crime, natural disaster, or any order of any court or state or federal agency.

13. AMENDMENTS. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

14. TIME IS OF THE ESSENCE. The Parties 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 and default hereunder by the Party so failing to perform.

15. BINDING UPON SUCCESSORS. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

16. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

17. 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 attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

18. FINAL AGREEMENT. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

19. NON-WAIVER. Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

20. COMPLIANCE WITH LAWS. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. 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.

21. ADVICE OF ATTORNEY. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

22. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the Meridian Library District Board of Trustees and the City Council of the City of Meridian.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

GRANTOR:

Megan Larsen
Megan Larsen, President, Board of Trustees
Meridian Library District

STATE OF IDAHO)
 : ss
County of Ada)

I HEREBY CERTIFY that on this 21 day of July, 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared MEGAN LARSEN, proven to me to be the person who executed the said instrument, and acknowledged to me that he 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.



Dawn Cronk
Notary Public for Idaho
Residing at 1326 W. Cherry Ln, Idaho
My Commission Expires: Meridian 6-24-25

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

I HEREBY CERTIFY that on this _____ day of _____, 2022 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian 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
Residing at _____, Idaho
My Commission Expires: _____

Exhibit A

TASK ORDER FOR MURAL INSTALLATION

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this 20th day of June, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), Andrei Krautsou, also known as Andrey Kravtsov, also known as Key Detail, (“Artist”), an individual whose address is 400 W 37th Street, Apt 9A New York, NY 10018.

WHEREAS, Artist and City have entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City and Meridian Library District (“Owner”) have entered into a *Memorandum of Agreement for Design and Installation of Mural*, by which Agreement Owner has agreed to allow City to install a public art mural at 22 E. 2nd Street, in Meridian, Idaho, Ada County parcel no. R5672000870 (“Property”); specifically, on the south-facing exterior wall of the building located at Property;

WHEREAS, Artist has created a mural design that will establish a sense of place and local identity in downtown Meridian, and will beautify public space, and Owner wishes to invite Artist to install the mural, as designed, on the south-facing exterior wall of the building located at Property, pursuant to the *Memorandum of Agreement for Design and Installation of Mural* entered into by Owner and City;

WHEREAS, Owner has approved the mural design that was submitted and would like to move forward with installation, per the letter attached in *Exhibit A* hereto;

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

I. SCOPE OF SERVICES. Artist shall install, on the south-facing exterior wall of the building located at Property, a large-scale, painted mural installation as depicted in *Exhibit B* hereto (“Mural”). Artwork installation shall comply in all respects with this agreement, with any and all applicable established industry standards, engineering standards, and with all established policies and ordinances of the City of Meridian.

II. COMPENSATION.

A. Total amount. The total payment to Artist for services rendered under this Agreement shall be four thousand, three hundred dollars (\$4,300.00). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

B. Method of payment. Artist shall provide to City invoices for services and deliverables

provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

C. Payment schedule. Artist shall be paid pursuant to the following benchmarks:

1. **Timeline:** \$1,300.00 shall be due to Artist within thirty (30) days of Artist's delivery of a detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
2. **Final Completion:** \$3,000.00 shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
 - b. Complete installation of the completed Mural, as confirmed by City and Owner;
 - c. Final inspection and written approval of the installation of the Mural by City and Owner;
 - d. Artist's submission to City of a recommended maintenance plan for the Mural; and
 - e. Execution of a mutually agreed-upon acceptance agreement, to be prepared by the City Attorney's Office, to include affirmation of Artist's indemnification of City and express waiver of Artist's right, title, or interest in the Mural.

III. TIME OF PERFORMANCE.

A. Timeline. In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

1. **By 5:00 p.m. by July 1, 2022:** Artist shall deliver to City a detailed timeline for installation of the Mural.
2. **By 5:00 p.m. by September 10, 2022:** Artist shall deliver to City a completely installed Mural, as defined herein and as approved in writing by City and Owner;
3. **By 5:00 p.m. by September 16, 2022:** Artist shall deliver to City:
 - a. Written recommended maintenance plan for the Mural; and
 - b. Signed acceptance agreement.

B. Time of the essence. The Parties acknowledge that services provided under this Task Order shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Task Order, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Task Order by the party so failing to perform.

IV. GENERAL PROVISIONS.

- A. Master Agreement applies.** All provisions of the Master Agreement apply and are incorporated by reference and made a part of hereof as if set forth in their entirety herein.
- B. Owner's and City's designated representatives.** Stakeholders have vested in the following representatives the authority to provide to Artist input and approval under this Agreement. Any

Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

1. Owner:

Nick Grove, Assistant Director
Meridian Library District
nick@mld.org
208-888-4451

2. City:

Cassandra Schiffer, Arts and Culture Coordinator
City of Meridian
cschiffer@meridiancity.org
208-884-5533

C. City Council approval required. The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the Effective Date first written above.

ARTIST:

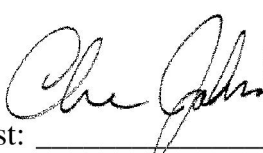



Andrei Krautsou/Andrey Kravtsov, also known as Key Detail

CITY OF MERIDIAN:



Robert E. Simison, Mayor 6-28-2022

Attest:  

Chris Johnson, City Clerk 6-28-2022

Exhibit A



Hello Cassandra and the City of Meridian,

As a library district we have been pleased to work with the City of Meridian, the city's Arts Commission, and the mural artist in finding a work of art to be installed on the facade at our unBound branch. This addition of color and vibrancy are very welcomed to our city's downtown core and will further help in activating the downtown experience. Many hours and months have been spent bringing this to fruition, we are very excited to see this project continue forward.

The Meridian Library District would like to thank the artists for the willingness to work with us on finding a mural design that was as unique and inviting as the unBound branch that it will be painted onto later this year. It is with great pleasure that I'm able to officially send over this letter of approval from the Meridian Library District to move forward with mural design for the SW facing corner of the unBound Business and Technology Library located at 722 E. 2nd St. in Meridian.

This design is truly amazing and again we want to say thank you thank you for your patience and hardwork!

All the best,

A handwritten signature in black ink that reads 'Nick Grove'.

Nick Grove
Assistant Director
Meridian Library District

EXHIBIT B **MURAL DESIGN CONCEPT**

