



## CITY COUNCIL REGULAR MEETING

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, April 23, 2024 at 6:00 PM

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### Agenda

#### VIRTUAL MEETING OPTION

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<https://bit.ly/meridianzoommeeting>

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Meridian City Council meetings are streamed live at <https://meridiancity.org/live>

#### ROLL CALL ATTENDANCE

\_\_\_ Vacant, *District 1*

\_\_\_ John Overton, *District 4*

\_\_\_ Liz Strader, *District 2*

\_\_\_ Anne Little Roberts, *District 5*

\_\_\_ Doug Taylor, *District 3*

\_\_\_ Luke Cavener, *District 6*

\_\_\_ Robert E. Simison, *Mayor*

#### PLEDGE OF ALLEGIANCE

#### COMMUNITY INVOCATION

#### ADOPTION OF AGENDA

#### CONSENT AGENDA [Action Item]

- [1.](#) Approve Minutes of the April 9, 2024 City Council Work Session.
- [2.](#) Approve Minutes of the April 9, 2024 City Council Regular Meeting.
- [3.](#) Movado Village Subdivision Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0035)
- [4.](#) Final Plat for Foxcroft Subdivision No. 3 (FP-2023-0032), by Kent Brown Planning Services, located at 3720 W. Pine Ave. (Phase 3)
- [5.](#) Final Plat for Hadler Subdivision No. 1 (FP-2024-0002) by Ben Thomas, Civil Innovations, PLLC., located at 7200 S. Locust Grove Rd.

6. Findings of Fact, Conclusions of Law for Keep West Subdivision No. 2 (H-2023-0047) by Jarron Langston, located at 2625 E. Lake Hazel Rd. and 6519 S. Raap Ranch Ln.
7. Approval of Construction Contract to Treasure Valley Drilling, LLC for Construction of Production Well #34 project for the Not-To-Exceed amount of \$977,670.00
8. Landscape Maintenance Services Amendment No.9 to Lawn Co. for Landscape Maintenance Services for Fiscal Year 2024 services for the Not-to-Exceed amount of \$259,200.00
9. License Agreement between Nampa Meridian Irrigation District and the City of Meridian for multi-use pathway along the Tenmile Sub Drain at Foxcroft Subdivision
10. Equipment agreement to ECB Solutions, LLC for the Not-to-Exceed amount of \$445,000.00 for five (5) Power Transformers at Wastewater Resource Recovery Facility
11. Resolution No. 24-2448: A resolution vacating the five foot (5') public utilities, pressurized irrigation, and drainage easement located along the interior side lot line of Lots 11 and 12, Block 7 of The Oaks North No. 1 Subdivision, being more particularly described in Exhibit "A"; and providing an effective date.
12. Resolution No. 24-2449: A Resolution of the Mayor and the City Council of the City of Meridian Approving City Council President's Appointments of City Council Members to Serve as Department Liaisons; and Providing an Effective Date

#### **ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]**

#### **PUBLIC FORUM – Future Meeting Topics**

*The public are invited to sign up in advance of the meeting at [www.meridiancity.org/forum](http://www.meridiancity.org/forum) to address elected officials regarding topics of general interest or concern of public matters. Comments specific to active land use/development applications are not permitted during this time. By law, no decisions can be made on topics presented at Public Forum. However, City Council may request the topic be added to a future meeting agenda for further discussion or action. The Mayor may also direct staff to provide follow-up assistance regarding the matter.*

#### **PROCLAMATIONS [Action Item]**

13. Idaho Gives Week Proclamation
14. Denim Day for Sexual Assault Awareness Month Proclamation

#### **ACTION ITEMS**

*Public Hearing process: Land use development applications begin with presentation of the project and analysis of the application by Planning Staff. The applicant is then allowed up to 15 minutes to present their project. Members of the public are then allowed up to 3 minutes each to address City Council regarding the application. Citizens acting as a representative of a Homeowner's Association may be allowed up to 10 minutes to speak on behalf of represented homeowners who have consented to yielding their time. The public may sign up in advance at [www.meridiancity.org/forum](http://www.meridiancity.org/forum). After all public testimony, the applicant is allowed up to 10*



*minutes to respond to questions and comments. City Council members may ask questions throughout the public hearing process. The public hearing is then closed, and no further public comment is heard. City Council may move to continue the application to a future meeting or approve or deny the application. The Mayor is not a member of the City Council and pursuant to Idaho Code does not vote on public hearing items unless to break a tie vote.*

**15.** **Public Hearing** to Consider the Purchase of Approximately 11.365 Acres of Real Property Owned by West Ada School District and Described as Lot 11, Block 25 of Cedar Springs Subdivision No. 3 for the Purchase Price of \$4,261,875.00

**16.** Fiscal Year 2024 Budget Amendment in the Amount of \$4,272,130.00 for the Purchase of Property Described as Lot 11, Block 25 of Cedar Springs Subdivision No. 3 (N. Venable Ln.)

**17.** Resolution No. 24-2446: A Resolution Approving that Certain Purchase and Sale Agreement Between the City of Meridian and Joint School District No. 2 dba West Ada School District Concerning the City's Acquisition of Lot 11, Block 25 of Cedar Springs Subdivision No. 3; Authorizing the Mayor to Execute Said Purchase and Sale Agreement, Authorizing the Mayor to Execute All Other Documents and Perform All Other Acts Reasonably Necessary to Effectuate the Purchase of Lot 11, Block 25 of Cedar Springs Subdivision No. 3; and Providing an Effective Date

**18.** **Public Hearing** for Shamrock Foods Easement Vacation (H-2024-0003) by Kristen McNeill, Givens Pursley, LLP., located at 1495 N. Hickory Ave.

**Application Materials: <https://bit.ly/H-2024-0003>**

A. Request: Vacation to vacate the ten-foot (10') irrigation easement along the west side of the property boundary of Lots 4 and 5, Block 2 of the Treasure Valley Business Center - Phase 1 Subdivision.

**19.** **Public Hearing** for Taylor Annexation (H-2023-0062) by Robert Taylor, located at 3840 E. Overland Rd.

**Application Materials: <https://bit.ly/H-2023-0062>**

A. Request: Annexation of 1.01 acres of land with an R-2 (Low-Density Residential) zoning district for the purpose of connecting to City utilities.

**FUTURE MEETING TOPICS**

**ADJOURNMENT**



## AGENDA ITEM

**ITEM TOPIC:** Approve Minutes of the April 9, 2024 City Council Work Session.

**Meridian City Council Work Session**

**April 9, 2024.**

A Meeting of the Meridian City Council was called to order at 4:31 p.m. Tuesday, April 9, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Liz Strader, John Overton, Anne Little Roberts and Doug Taylor.

Also Present: Chris Johnson, Tina Lomeli, Bill Nary, Steve Siddoway, Crystal Campbell, Shawn Harper, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input type="checkbox"/> (vacant)
<input checked="" type="checkbox"/> Anne Little Roberts	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we call this meeting to order. For the record it is April 9, 2024, at 4:31 p.m. We will begin this afternoon's work session with roll call attendance.

**ADOPTION OF AGENDA**

Simison: Next item up is adoption of the agenda.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: We have one change to the agenda. We will remove Item 9 from the agenda and with that change I move that we adopt the agenda.

Overton: Second.

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

MOTION CARRIED: ALL AYES.

**CONSENT AGENDA [Action Item]**

- 1. Approve Minutes of the March 26, 2024 City Council Work Session**
- 2. Approve Minutes of the March 26, 2024 City Council Regular Meeting**

3. **Approve Summary Minutes of the April 1, 2024 City Council Special Joint Meeting**
4. **The Cleaning Authority Water Main Easement (ESMT-2024-0014)**
5. **Session Parkway Pedestrian Pathway Easement (ESMT-2024-0046)**
6. **Spurwing Acres Sanitary Sewer and Water Main Easement (ESMT-2024-0050)**
7. **Findings of Fact, Conclusions of Law for Kilgore (H-2023-0063) by Alexi Kilgore, located at 1105 N. Meridian Rd.**
8. **Final Order for Foxcroft Subdivision No. 2 (FP-2023-0031) by Kent Brown Planning Services, located at 3500 W. Pine Ave.**
9. **Final Plat for Millwood Subdivision (FP-2023-0011) by Epic Development Victory, LLC., located at 1975 E. Victory Rd. Vacated**
10. **Second Addendum to Interagency Governmental Agreement for Waiver of Costs and Fees Between the City of Meridian and West Ada School District**

Simison: Next up is the Consent Agenda.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: With that change I move that we approve the Consent Agenda, for the Mayor to sign and Clerk to attest.

Overton: Second.

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

**MOTION CARRIED: ALL AYES.**

**ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]**

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

**DEPARTMENT / COMMISSION REPORTS [Action Item]**

## 11. Parks and Recreation Commission Annual Update

Simison: So, we will move on to Department/Commission Reports. First up is Item 11, Parks and Recreation Commission Annual Update and Mandi will be presenting.

Roberts: Good afternoon, Mayor, Council Members. So great to be here with you this afternoon and let me tell you I am so proud to be serving on the Parks and Recreation Commission. What a great Parks Department we have. Great staff. It's just my pleasure. I grew up in Meridian and to be here, you know, at this stage of my life and representing Parks and Recreation is just a true delight. So, what I would like to do is I have a presentation -- and thank you to Ms. Shelly Houston for helping me put this presentation together. I want to walk through some of the goals that we have as a Parks and Recreation Commission and give you an update as to some of the things that we are accomplishing as we go along to meet those goals and a lot of it has to do with the great staff and their work. So, first of all -- go to the next slide -- our mission -- am I to be turning my own slides by the way? Okay. Press page down or -- right arrow. Thank you. Okay. Well, here we are. I do not know when this photo was taken, because I wasn't there, but it was fairly recent and this represents some of our -- where we sent additional commissioners to the commission and, then, of course, John and I were not in the picture, but we are still glad that we have diversity of representatives and Elle Hood is our youth representative. Elle. So, it's quite great -- great to have her with us as well. So, just to kind of take a look at some of our goals -- and let me just say our overall mission is to enhance our community's quality of life by providing innovatively designed parks, connected pathways and diverse recreation opportunities for all citizens of Meridian that create lasting memories and, boy, are we doing that, you know, all we have to do is go out to -- to our great parks, places like Discovery Park that's been, you know, opening up in different phases and seeing that we are really setting the pace for the region with what we are doing. Our meetings are held generally the second Wednesday of each month at 5:30 here in City Hall. Our meetings are live streamed and open to the public and, boy, we would love to invite people to attend our meetings. It would be great to have folks come and -- and listen and -- and provide comments. So, each year we set goals as a commission. We have ten goals that we are actively working towards currently and so our first goal is -- and we do prioritize these by the way, so these are in order of priority, but our first goal is to participate in the development of the pathways master plan update and I know that we are planning to embark upon that project soon. It will be a guide for pathway development over the next 20 to 50 years. The city has already done an incredible job of inventorying their system, monitoring improvements needed and completing the gaps and working with those. Recently the city selected Alta Consulting to assist with the project and we are expecting that that project will take approximately one year to complete and we will be working with staff as we complete that work. So, in addition to supporting the master planning effort, just supporting on an ongoing basis the development of a connected pathway system across the city, with a focus on user experience, amenities and improved connectivity. So, over the past year we have seen major progress in our pathway system, including work along the Five Mile Pathway, which is a priority pedestrian route, including the golden spike, a segment of the pathway that connects

Ten Mile and Black Cat Roads and a new pedestrian bridge across Nine Mile Creek that you may have seen that was just delivered and installed not too long ago. So, last month we also celebrated the ribbon cutting of a new pathway segment that connects Mary McPherson Elementary School to the nearby Reflection Ridge Subdivision, not too far from where I live, and really provides students with a safe route to school and eliminates the need for some students to ride the bus, which is really a wonderful need there that -- that's been served. So, if we go to just a few photos of some of these events, including some of the wonderful public art that is part of trailheads, as well as some of the ribbon cutting and activities that I just mentioned. This is the bridge over Nine Mile Creek and this new pathway will connect with several miles of existing pathways to the southeast, resulting in over eight miles of connected pathways along Five Mile Creek, which is the longest pedestrian route in Meridian to date. Okay. Moving on. Goal three is super exciting, again, because so much is happening at the Lakeview Golf Course. So, our commission is supporting the improvements that are in process and future improvements, as well as those that are already happening before our eyes, including the clubhouse and patio improvements and new on-course restrooms that are being installed. So, the remodeling efforts are really going extremely well now, if you folks have been out there lately, but the weather's getting nice, so I'm sure more people will be going out to enjoy these improvements. We have been taking care of painting, carpeting, furnishing. There is a custom -- custom golf bar top. We got to see it in our meeting last week. It's quite extraordinary. I think that will just be drawing the golfers in left and right to see this new bar top and, then, we do plan to hold a ribbon cutting for the remodel in early May. That date will be announced soon, so stay tuned for that. And two new on-course restrooms also will be added this year and we will be adding two planned for next year as well. So, here are just some photos of some of the improvements that are happening out at the golf course, including interior and exterior views. Work on the patio, including shelter area, new furnishings and whatnot. There will also be a new putting mat of artificial turf that runs the entire length of the driving range. So, give that other golf place a little bit of a run, won't we? Because I won't name that place. Go for it. Participant in the partnership with Meridian Arts Commission by adding themed by -- to add theming and identify reinforcing art in our parks along pathways and a focus this year is on Discovery Park, Seasons Park and Chateau Park, which is very exciting. If some of you have been out to Discovery Park you perhaps have seen some of the artwork that's been installed out there, including the benches, which are really interesting designs made out of recycled materials and some of the pieces that are really interactive, you kind of need to walk around to get different views and understand, you know, what -- what the art is all about to really experience it. This is the -- if you haven't been out there to see the new enhancements at Seasons Park with the theme of seasons and different colors throughout the seasons and these kind of translucent panels really light up with sun shining through and it's just so dramatic when you are out there experience -- experiencing them in person in the changing colors and what an enhancement to kind of an older park in our community; right? So, really cool. Chateau Park, which is by where my mom lives, we are talking about installing some artwork there. In the early stages of working through some theme concepts and working with local artist Ken McCall to create some art elements that will be located there. So, again, one of our older parks, but an opportunity to really

recognize our history and what's special about our community through the art that -- the art project that will be installed there. All right. Almost halfway through. So, everyone is super excited about our new community center and I know the process is moving forward. We as a commission will be participating in the design process and programming efforts, working of course with staff and understanding, you know, what our needs are for the community center. The new site that is being reviewed for the community center is adjacent to Settlers Park as shown in this map and it's been tentatively selected as the new Meridian Community Center site. So, the purchase sale agreement goes before City Council and the West Ada School Board soon and there will also be public hearings on this matter. Once this is approved we will move forward into the concept design portion of the project and in addition to a new community center the property will also accommodate additional parking, which is important for this location, and it will be useful for those attending athletics at Sellers Park, which has a lot of demand for parking there on an ongoing basis. So, pretty exciting to be a part of that project as it moves forward. Another specific project is the replacement of the Settlers Park splash pad. Just a little bit of a photograph of construction underway, which will install an all new splash pad at the park. The previous splash pad had been in place for more than 15 years. That's the other thing that I love about Meridian parks is we take such good care of our parks and our facilities. They last a long time, but they don't last forever, so we do have to make replacements and make some changes as you all know. So, thank you for being willing to invest in these improvements that are needed. And, you know, one of the things that -- that we learned from these projects is that trying to find parts, for example -- over time they become obsolete, it's hard to find them, so we just have to replace some of our facilities from time to time, which was the case with -- with the splash pad. All right. So, every year there are a number of different park improvements and enhancements that happen throughout the year and we function as kind of a sounding board for those as the commission, so staff and others will bring those projects to us and we will look at different aspects of those and make comments and provide guidance. So, that's really an important part of our job. There is really a wide variety of those kinds of things that come through, anything from playground replacements, to updated signage and, then, you know, parts and pieces of different parks. Discovery Park has been a big focus as you can imagine. One of our biggest. So, some of the more recent things that we have been involved in include the replacement of the Chateau, Bear Creek and Tully Park playgrounds. The remodel of Home Court space six to create classroom and activity space. Plenty of new cherry trees at Kleiner Park. Of course the development of Discovery Park phase two. The skate park murals at Tully Park. Addition of pickleball courts at Kleiner Park and the donation of additional land from the Hill family to Hillsdale Park. All right. Goal eight is really about collaborating and engaging partners and other task forces and commissions and entities and we do this in a number of different ways, whether it's collaborating in workshops or outreaching in partnership opportunities, you know, we -- we frequently invite certain entities to come in and give us updates. We had a great presentation from the Lions Club rodeo a few months ago, which was super interesting to me to understand that history of the rodeo and -- and how that's evolved over time. We work on community service projects together and so, you know, just to list a few of our frequent collaborators -- oops. Sorry. I will go back. You know, Meridian Youth



Baseball and softball. Meridian P-A-L. Meridian PAL. The Main Street Market. Ada county parks and waterways. Co-op -- Co-op Gardeners, Republic Services, Idaho Fish and Game, West Ada School District and many others are involved and linked with us as a commission and as a staff. All right. Let's talk about the pool. Pretty exciting as well to see how the city has really done so well with assuming the responsibility for operations of the pool. I used to swim there when I was a kid and it's today still a very lively great place for -- for our community to enjoy swimming and swimming lessons throughout the summer and so a number of different improvements have been made to make sure that the pool is really in tip top condition and it's being provided in a safe and efficient manner as a facility for our community. You know, some of the improvements that I'm sure you have noticed out there include new fabric shade structures, new lifeguard chairs. A diving board was replaced and we are anticipating summer opening Monday, June 3rd, in case folks want to know about that and the hiring of lifeguards, which is always a big deal every year trying to find enough lifeguards. That's going really well. We anticipate being able to offer some weekend open swim hours this year in addition to the weekday open swim and swimming lessons. So, wonderful news on that regard. Oh, did I go too fast? Maybe I did. Sorry. All right. Last -- last, but not least, we are really committed to improving our communication and engagement. As we look out to the community we want more people to know about us and to be involved and to share comments with us. So, we are going to be having more of a -- of a face on social media, Instagram and other venues and we just want to improve and broaden our communications to engage the community and disseminate information. So, with an Instagram account for Meridian Parks and Recreation and for Discovery bike and skate park that is -- those are some recent activities that have really helped us kind of create more of an online presence and hopefully garner a bit more attention out there in the community. And, then we are also developing a monthly e-newsletter that highlights relevant news, information, upcoming classes, activities and events and that will be e-mailed to everyone that is in our Rec One database. So, I just want to close by covering some accolades and awards that we really need to mention and recognize our folks for. So, in February 2022 at the City of Meridian's annual all golf meeting recreation coordinator Jenna Fletcher was presented with one of the city's prestigious Care Champion Awards. So, we really want to congratulate Jenna. Mayor Robert Simison was also honored -- also honored. Excuse me. Seasonal staff members Darrell Freter pictured and Sterling Hadley, not pictured, with Meridian Way coins for their role in assisting a resident who needed help with their child during a visit to Settlers Park. Seasonal staff member Andrew Carlson was also awarded a Meridian Way coin by Mayor Simison for voluntarily assisting a citizen who was struggling to load some heavy bags of concrete into the back of his truck. So, we -- we thank our citizens for that and it is one of the things that we love about Meridian is just our community and how helpful we are to each other. So, we really want to recognize that. Let's see. If this was for the last -- last set of talking points. But we will move on. So, very recently we had a team go up to the Idaho Recreation and Parks Association Awards, which is IRPA. This photograph is actually from last year's awards, which we won some awards last year, but this year hot off the press, thank you, Shelly, we have breaking news. We were awarded outstanding innovative program for some of the play equipment that we replaced. We actually repurposed that across the country. I'm sure you guys heard

about that. Across the world. And being able to provide that equipment, which was still in good working order to third world countries for their use was a great honor for us and it also resulted in our city being awarded the Outstanding Innovative Program Award. We also were awarded -- and this just happened last week, right, Steve? Yeah. I think so. We also were awarded the Discovery Park phase two project as an outstanding park or facility award and, boy, is it; right? It really is. And, then, last, but not least, our own parks Director Steve Siddoway was awarded -- this is very prestigious -- the Dr. Leon Green Fellowship Award, which is -- and Steve didn't want me to say this, but I'm going to say it anyway -- it's the highest and most prestigious individual honor award given by IRPA to recognize vigorous activity in the parks and recreation field. So, I would like to give a round of applause for everyone, including Steve. So, I think that covers all of the points I was going to make tonight and I just want to thank you all so much and I'm available to stand for questions. We will try to answer them. I might have to call on Director Siddoway to help, but --

Simison: Yeah. Thank you. Council, any questions? And I think that was a little bit more of a department report than necessarily a commission report all the way around, so, yes, you can phone a friend.

Roberts: Thank you.

Little Roberts: Mr. Mayor?

Overton: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. Mandi, thanks so much for your presentation. It was wonderful. I am such a huge fan of our whole system. It's amazing. I'm just having finished four lessons at Home Court in pickleball, are we catching up with the demand for pickleball courts would be my question?

Roberts: Yes. And that is a phone a friend answer that might be needed. I know from some of the presentations that staff has given us they are really trying. They are working on that, so -- yeah.

Siddoway: Thank you, Mr. Mayor and Council Woman Roberts. The -- I don't know if there is any true catching up. The demand is -- is exponential, but we continue to add pickleball courts. I just had an interview just yesterday with a reporter doing a story on pickleball and the demand for it in the community, so you will probably see that coming out in the Idaho Press with their summer activity guide, but just in the last couple of years we have added four new courts at Kleiner Park and, then, in October we opened six new courts that are dedicated in Discovery Park, as well as two that were -- are dual striped on the tennis courts. We can play a net or bring -- or four more bring-your-own-net style pickleball courts. In addition we are about to resurface the pickleball courts in Settlers Park and, then, there is a renovation project scheduled for this spring-summer

in Reta Huskey Park for those pickleball courts, which have developed a large crack in them and need some -- some renovation. So, we continue to add. I don't think I would say that it -- that we have met demand. The net demand continues to climb, but it's very popular and Home Court continues to see just an amazing amount of use indoors as well, so --

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Mandi, thank you for that report. Last year I had the opportunity to be the liaison for Parks and one of the things I learned really quickly is what a great job you and the rest of the commission do with your support, your dedication, your service, helping our Parks Department. It's a -- it's a proud moment in our city when we can have not just a commission, but an entire department of Parks personnel that can take such pride in our city and be so proud of having probably the best parks in the entire state of Idaho. But we only have that because we have such dedicated personnel that want to keep working on that and keeping our parks looking so nice and, yes, phase two of Discovery Park is pretty amazing. I hope we get every award possible for that park. Thank you.

Roberts: Thank you.

Simison: Council, any additional questions, comments?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thank you, Mr. Mayor. Mandi, appreciate your report. Moreover, I really appreciate your enthusiasm. I love when our commissioners come very enthusiastic about the role that they serve and it's infectious, it gets me excited about some of the things you are talking about. So, I'm always curious -- you know, you present the goals of kind of the Commission and the departments are helpful. What's -- what's your vision? What's the commission's vision for Meridian's Parks and Recreation long term? Like when you close your eyes -- and you are someone who has spent a lot of time in our community, I'm just curious what does the future look like from your perspective and what should we be thinking about as a city council?

Roberts: Yeah. Thank you for asking that very important question. I think one of the things that stands out to us is just the need to better connect with our community, which is why we have the communication goals that we do, is just to make sure that, you know, people are out there and enjoying our parks, they are enjoying our pathways. It's part of their daily lives and we want them to know how committed we are to keeping that level of service for them going and what a great staff we have and a little bit of how much effort and investment it takes to really make that happen and so just really

building awareness with the community about those activities and what's needed on an ongoing basis is really important and if you were to ask me, you know, what do we need to do kind of like on the ground for improvements as we move forward, I mean we are doing a great job -- I think one of the things I will be kind of watching is just with the growth that we are experiencing, particularly in our downtown area and public areas that maybe can't rely as much on private sector parks and recreation, what are some of the things that we can do downtown to kind of serve those needs as we grow, so --

Cavener: Mr. Mayor, one additional one if I may.

Simison: Councilman Cavener.

Cavener: Kind of dovetails with that and thank you for -- for acknowledging and recognizing our Parks staff. I wasn't aware of -- of Mr. Siddoway's national recognition. That's really incredible and a testament to Steve's passion and enthusiasm for our community. When you talk about downtown it's something that I'm always keenly interested in and -- and last week the Council discussed some changes to the kind of proposed Rail with Trail segment that runs along here around downtown and pathways certainly is your number one priority. From a -- from a council perspective help us see how important that Rail with Trail segment is in the commission's eyes to our overall pathway network.

Roberts: Yeah. We do see that that's an important piece, especially for access downtown to connect people from one place to another. Some of our streets downtown are not necessarily -- they don't rise to the top of being pedestrian and bicycle friendly. You know, they are really dedicated to a lot of movement of traffic, which they need to be to get people, you know, through town. But in terms of people -- especially now that we have more people living downtown and more people working and that's going to increase with some of the projects that are being built -- we need to improve mobility for pedestrians and bicyclists and so whatever we can do through pathways and the Rail to Trail conversion and other activities, even on-street -- you know, I have worked for some communities, for example, that have identified green streets or ped bike streets that are kind of, okay, we have these other big corridors that are for the cars and they are carrying a lot traffic. These are the corridors that we want to make sure really enhance for pedestrians and bicyclists. So, let's make sure we are doing what we can to improve access along those streets, whether it's enhancing the crossings, making sure we have dedicated bike lanes or sharrows or trails or brake pads, things like that. So, you know, I think as we grow and more people are in downtown, whether they are living, working or even visiting here, we owe it to them to really improve the connectivity in -- in a safe manner. So, yeah.

Cavener: Thank you. I appreciate that.

Simison: Council, any additional questions or comments? All right.

Roberts: Thank you so much.

## 12. Ada County Sheriff's Office Update

Simison: Appreciate it. Up next is Item 12, which will be Ada County Sheriff's Office update, presented by Sheriff Clifford.

Clifford: Thank you, Mr. Mayor. Mayor and Council, appreciate you letting me have some time today. I'm doing kind of my biannual report, if you will, just to -- every couple of years you get new council members, sometimes new mayors, and so it's nice to come back every couple of years to say here is what the sheriff does in your community. I was paging through here and there are quite a few things that we do with Meridian police specifically and I did not design it that way, it just naturally will come out like that. So, we will get started. The Ada County Sheriff's Office is the largest law enforcement agency in the state of Idaho. We have about 150 employees. Of those employees about 400 of them are commissioned and are spread out through three different -- three or four different bureaus and I will go over all those bureaus. Our mission statement is to make Ada county a safe place for you to live, work and play. The bureaus are split up into five different -- different bureaus, so -- because we do a lot of different functions that police departments do not. Statutorily we are required to do certain things and we provide a lot of programs for the community that just are not really in the purview of a police department. So, we are divided up into police services, jail services, court, administrative and communication. As you see on the map kind of the area of Ada county. We are responsible for over 1,100 square miles of land and about 2,100 square miles of road. You could see Meridian's the purple on the left there. Everything that's white is unincorporated. So, all of the call load will come to the sheriff's office in that white area and, then, of course, we contract with the cities of Star, Eagle and Kuna for police services. I will go into police services really quickly. This is the -- the things you see outside your window, on the news usually, kind of the face of the agency, if you will. All the things that the Meridian Police Department does with patrol and canine. We have a metro SWAT, so we team up with Garden City, Meridian police and us and have our own SWAT team that covers all those areas -- every area except Boise. Some of the other places where we overlap -- overlap are our drone program. We have a pretty robust drone program, as does Meridian, so we find ourselves on a lot of calls for service together where we can, you know, throw drones up and battery dies on one agency's drone, they bring it and they send the next one up while they are changing out. We just -- we work together on a lot of those tactical operations. Some of the things you don't see in the police departments -- Meridian patrol, we do that in the summer. We are contracted with the Army Corps of Engineers who take care of Lucky Peak corridor up there. We also have an off-road team, so UTVs and some dual support bikes -- a handful of dual support bikes so we can do search and rescue or other calls for service up in the foothills or out in the desert. Administrative Services Bureau. This is kind of all the inner workings of the sheriff's office. It's a lot of different things. We manage property and evidence for the Boise Police Department and, of course, for the Sheriff's Office. Statutorily we are required to issue driver's licenses and concealed weapons. We, of course, added that second driver's license location not that long ago here in Meridian. It is going very well. It's a very nice facility and it's -- it's really improved a lot of operations for the citizens of Meridian. Our fleet manages over 300 vehicles or some

type of -- we call them assets. Some of those are trailers and the UTVs and all those types of things. But we have an in-house mechanic right on site at Barrister that can service all of those things. Makes it very efficient. My finance department -- I very much appreciate them, since as you know we are all in the throes of budget process. Our budget last year was 115 million. So, it's a lot of moving parts of a large agency and counting every penny. So, they do a really great job and they love budgets. So, I like having them around. And, then, of course, we have data analytics where we can create the crime maps for -- we see Meridian and Ada county. Garden City asked me why they weren't on there and we are adding them now that they have gone over to the ITS system that was created by Meridian. Now that they will be on there we will be able to also get their statistics up there as well. We also have in the admin bureau at our community engagement team. So, a lot of things that also Meridian police does with, you know, safety fairs and National Night Out. Of course you are all familiar with that. We do that as well. Both agencies have canine units that do a lot of demonstrations in schools and at different functions and, of course, we are busy out in the public with our different city contracts as they have their different festivals and normal city functions that -- that you don't see in unincorporated Ada county very often and, then, we do a lot of crime prevention on social media as well through that team. It's something that I have been starting to bring up, because people don't really understand it's out there a lot of times, but this -- this America's Promise youth plate is specific to the sheriffs of Idaho. So, all -- the 25 dollars from your initial registration of this plate and 15 dollars for -- of your renewal goes specifically to the Ada County Sheriff's Youth Foundation. So, here in Ada county. So every sheriff has one of these setup for the plates that are issued in their county. We use the money to put back into programs, like Big Brothers, Big Sisters. I sit on that board director, as does the Mayor. We sit on the board of directors there and we are able to give back and help them support programs. The Boys and Girls Club. The Y. It's kind of spread out towards specific youth, whether it's mentorship or at risk youth. So, throw that out there, because people see those plates, but they don't realize that that's what that specifically does when you register under those plates.

Simison: Matt, while you are -- sheriff, while you are right there, maybe we want to talk about the Bigs in Blue.

Clifford: Absolutely. I would love to talk about the Bigs in Blue. Bigs in Blue program is a program through Big Brothers, Big Sisters. It's a national program and we participate in it here where we try and match bigs and littles specifically to law enforcement. Now, law enforcement officers are very busy generally, but we are able to find a good handful of them that can be mentors to these kids that are in the program and really, you know, kind of help them through parts of their lives that might be missing at home or can help them get -- get them out of that situation of being an at risk youth. So, it's -- it's really great. The Bigs that we have at the sheriff's office really find it rewarding and, of course, if you are one of the littles that participate, having a cop be your Big Brother or Big Sister is -- is a really cool thing to them. So, it's -- it's a really great program. Thank you, sir, for reManding me of that. Something we started a couple of years ago was -- you see it around everywhere was no shave November. We had never been allowed to do this with previous administrations. So, we decided that we would give it a go. It

started because I walked into our victim services -- into a conference room where our victim services were having a bake sale and I said what is the bake sale for and they said it's for our victim fund, because we can't fund that with our county taxpayer money and I said, okay, well, you are having a bake -- why -- how much money is in there and they said, well, there is no money in there, that's why we are having a bake sale and we could do better than that. So, we jumped on no shave November and we -- you know, if you are a commissioned deputy you could grow a beard. Our -- our professional staff can already grow beards. And, of course, females aren't growing beards that I know of, so we said they could buy into it and do -- wear jeans one day a week. So, with jeans and beards were able to raise over 11,000 dollars this year. So, who would have thought that that's what would inspire money to inspire people, but jeans and beards are a big deal apparently. Let's see. One of these -- another -- nope. That's messed up. Sorry about that. That didn't match. So, our emergency communications bureau -- it's going to be our dispatch center. We run the largest dispatch center in the state of Idaho. We dispatch for all police, fire and EMS. They took -- they took about 504,000 calls for service last year. I shouldn't say calls for service. Those are calls in and out of the dispatch -- dispatch center. It's funny when you talk to certain people and they say, well, how many of those are really real calls? It doesn't matter. The dispatcher has to pick up the phone, they have to answer the call or call someone back, whether they are asking at what temperature to bake bread or they have an emergency on the other line. It takes up time from a dispatcher who has to do their job when other calls keep coming in. This is one of my -- been one of my focuses. Last year's budget, if you -- if you saw any of that we are -- we are deficient in the amount of dispatchers that we actually have in this dispatch center by about 20. We are fully staffed right now, but we are still deficient 20 positions. So, I will probably be harassing the commissioners again this year about getting more dispatchers. But they were able to give me a couple last year, so I appreciate that. One of the big things we did through the legislature, with the help of Idaho Chiefs of Police and Idaho Sheriffs Association, we were able to classify dispatchers as first responders in Idaho. A lot of states do not classify them as first responders and we were also able to develop them into the PERSI retirement system under first responders. So, they go through a lot of mental anguish that actually causes them physical issues because of working in a dispatch center and -- and experiencing trauma that literally they can only hear. We don't think about, you know, what that does to them and so we -- we were able to bring them in and finalize that this year with the legislature. So, it was really really great. Court Services Bureau is the bureau that does a lot of things. We -- if you were here when I came in and talked about the jail bond last year and talked a lot about what this bureau does with all of our programs that help us identify people that we can supervise outside the jail, instead of inside the jail, and also identify those that need to stay inside the jail. So, that's going to be my misdemeanor probation. It's the largest misdemeanor probation we have in Idaho. Our pretrial services and alternative sentencing, we usually supervise somewhere between 2,000 and 2,300 people outside the walls of the jail where the jail usually has about a thousand people inside. So, if we weren't overseeing those folks they would almost likely be inside of our jail, which we cannot accommodate. Also our transport unit is in that bureau. They did over 1,200 transports outside of Ada county last year. They are also responsible for traveling outside of the state of Idaho to retrieve fugitives that have



been caught elsewhere. So, we go everywhere from Alaska to Florida to Texas to go retrieve inmates and bring them back -- and bring them in front of the court. My civil -- civil team is also in that Court Services Bureau. Statutorily the sheriff is required to perform certain civil functions and -- like evictions and service of court documents. Last year in person we served almost 8,200 court documents -- court documents. Also our training just kind of got lumped into that bureau as well, so we run our own academies for detention, dispatch and patrol and we run those all through the Court Services Bureau, so we have a team of trainers and a facility where that all takes place. So, jail services -- again if you were here when I talked about the bond I talked a lot about jail services. We are not going to talk about the bond today. But the jail is like a -- it's like a small town. There are more people that live and work in there than a town I came from in Idaho and -- for real and -- but some of the things that they do in there are pretty amazing, but we have a big health services unit in there, which is able to care for a thousand inmates whatever medical needs they have. We do a lot of medical transports to the hospital and back and special transports to special -- specialty care. But we can handle quite a few things. We can't do surgery and -- and those types of things, so -- but we can handle most of your normal ailments that -- that are going on with inmates. Our laundry facility does -- I think it's like 2,500 loads of laundry a month. A sewing program where female inmates can go and kind of learn a trade and have something to do. They also participate with a program called the Lioness program where they make quilts and donate them to at risk children and, then, we have our special response team, which is, basically, a jail SWAT -- I call it indoor SWAT. It's basically like a jail SWAT team. So, specialized deputies that can go in and handle specific instances anywhere in the jail. Another thing that we are doing in the jail that we implemented last year was our ServSafe certification. We are trying to at least provide some skills to people that -- if they are going to be in there for a longer period of time it's not that easy to do, because we have a very transient population. We are not meant to hold inmates that are serving time, so they are -- they are awaiting their trials most of the time, but we can't -- we do have some long standing inmates that we can get through the ServSafe certification. Inmates run the kitchen. So, we -- once they get that certification they can go out in the public and just go right into a kitchen and start working, instead of having to go get the certification. So, they are kind of one up on someone that doesn't have that and we have had about 15 people graduate from that so far. That's my shameless plug right here. So, I put this picture up here because, like everywhere else, we are really looking for talented females to work at our agency. This picture -- we have a jail sergeant, patrol deputy, a nurse, a property and evidence tech. I mean we have so many positions, but I really really am looking for female deputies that -- that we can have working in the jail in the courthouse or on patrol. Just one of those things where I -- I truly believe they are out there and there are probably more people -- more -- more females that don't know that they can do the job, so our recruiting is pretty heavy towards females to say, hey, by the way, you are qualified and you can do this job, don't -- don't let somebody tell you can't, so -- they are out there. We are looking for them. And I just -- I would throw that up there in case somebody wants that -- that will take you to our career page.

Simison: Thank you, Sheriff Clifford. One thing you didn't touch on is in addition to allowing facial hair you have also allowed top hats.

Clifford: Top hats? Is that --

Simison: Cowboy hats. Top hats. Whatever you want to call them.

Clifford: Yeah. That is something that kind of evolved through a bunch of talk of a -- you know, be kind of cool if we did that. We are a western sheriff's office and, then, they -- they were allowed to wear them at the Eagle rodeo and they went over very well and, then, I said I would allow them at the Star Fourth of July parade and stood out in the sun about three days before that parade and have fair skin, skin cancer runs in my family, and I just stood out there frying and decided I'm going to go buy my first cowboy hat where it's going to make it happen. So we did.

Simison: Excellent. Council, any questions or comments?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Sheriff, great presentation. I appreciate it and I want to tell you how much I appreciate the long-standing relationship you have had with Meridian police. I remember when 20 -- over 20 years ago we did not have a great relationship between the two agencies and it was critical then and it's critical now that we have the tight relationship through all the different aspects of what you do. You know, we forget some days as Meridian city grows and the county grows, unfortunately, your population in jail grows. It's kind of a relationship that sometimes gets overlooked and we appreciate everything you do to work with our department and try to keep our community safe and one last thing -- I hope this means I will see you again at the pancake feed at Dairy Days again this year.

Clifford: Absolutely. Absolutely.

Overton: Thank you, sir.

Clifford: Mayor, Council I -- I do appreciate the -- I appreciate the relationship as well. It's always existed kind of at the line level. The trick is getting it to exist at that agency head level and we certainly have really great relationships, the chiefs and the sheriff and the prosecutor and we -- it's -- it's been really great over the last couple of years to see a lot of friendships grow and a lot of working together. I always say that, you know, the thing I say -- and the chief's probably heard me say it a million times, you are going to wake up tomorrow and Meridian is going to be across the street from the city of Nampa and that's -- that's probably going to be the truth someday and we have to prepare as law enforcement heads how are we going to work together when we are all growing together. You know, there is not -- not that many farm fields separating the

cities anymore and so you are just right next door to your agent -- your next door agency and it's been great partnership with Meridian. It has been fantastic.

Overton: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you, sheriff. I just want to compliment you. I appreciate the work that you are doing, particularly your efforts to reclassify the dispatchers as first responders. I think that was really important and very thoughtful. Understanding this isn't a jail bond discussion, but, you know, do you have interim plans to keep moving forward? Obviously, not the ideal set of resources, but how are you kind of planning to move forward in the meantime?

Clifford: Mayor and Council, great question. I didn't mean I didn't want to talk about the jail bond, it's just I wasn't presenting on it. However, I can answer that question for sure. You know, in the beginning -- at the beginning of this year I was very adamant of, hey, we should just run this, run this, run this right away. Some of the data didn't kind of match up with that being a great idea until we could get a better information campaign out there, so I have been in discussions with the commissioners. It's all been on the record, so not worried about talking about it -- where they have the 20 million dollars in hand that they have always had and the bond was to supplement that to get the whole project done. Well, now we are having discussions of, well, we have the 20 million, we better do something. We can't just sit around and wait for the next bond election even. So, we have to do something. Phasing it in is probably what's -- what's going to happen. The commissioners haven't voted on that yet, but I have given them all the information they need to make a decision. The problem with that is it takes a lot longer and it costs a lot more money. So like I said, well, I wish I just had the whole pot of money, but it's just a wish. So, I think if we take that 20 million and we start putting in some of that infrastructure, so that we can fund the rest of it, either next time or at a later date, it's ready to go. So, we are looking at hopefully starting on our kitchen as soon as possible and doing all the civil work to put plumbing and electrical into that big swath of land that we own that's blank. So, that's -- that's the plan. Again, the commissioners haven't voted on it, but that's the information that I have given them. Thank you for the question.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think that's a fantastic response and I -- I know we all appreciated the foresight of the commissioners in continuing to save over the years to have those resources available. It may not be what would have been ideal, but I really appreciate your can do attitude about it and just tackling those issues head on the best that you

can with the resources that you are given and certainly want to support you in that. So, I just appreciate that. Thank you.

Clifford: Thank you very much. Appreciate it.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Sheriff Clifford, always nice to have any here. Appreciate it. And I just want to reinforce I think on the Council Member Overton talked on, which I really appreciate, which is that Median residents are county residents and I think you and your department have really embraced that and I want to know it's seen on my side of the table and it's really appreciated. I like it when you come do these presentations, because it requires me to look and really recognize there is a lot of what you do that I'm never in a situation where I see play out, you know, face to face and you and your staff are faced with on a daily basis and appreciate that you have a passion and desire to serve and we are lucky to have you. I also know that because of that often lots of problems everyone looks to you for solutions, which is challenging, recognizing that I have got a problem that I'm looking to see if maybe you have got an idea to solve and that's the subject of animal control. I know that you are continuing to do more with limited resources and that's another conversation at the commission level, but has your department -- have you explored animal control and if that's something that the sheriff's department could eventually handle or address for the -- for the county, as opposed to this kind of part and piece mentality that each local jurisdiction has to take on?

Clifford: Mayor and Council, great question. The short answer is we have not explored that recently. When I was the chief of police in Eagle was when we really did explore it, because Eagle was looking at the contract with IHS and decided, hey, maybe we can do this cheaper. So, one of the sergeants and I sat on a big committee of really great people that had different kinds of interests. We had these crazy cat ladies and I will say that because they called themselves that, the crazy cat ladies and the dog lovers and the guy who volunteers at IHS -- it was a really really diverse group. It was great. And we all kind of went in -- into it with kind of that can do attitude and we came out of it saying this is a really tough thing to do on your own. It -- because it does -- it's not just enforcement, it requires facilities, it requires vet care. Some people love their dogs more than they love their kids and, you know, you put a dog in a kennel with the wrong dog and it gets hurt and now, you know, you have angry citizens. So, in the end when we reported back to the city of Eagle we reported back that it would probably be a good idea to stick with the contract, just because we didn't have the resources and the facilities to handle that. It really is -- it goes beyond are we willing -- willing to go be dog catchers and animal control people, it's -- we are, but we just don't have the resources for facilities and vet care and all of that and, then, having to deal with euthanasia maybe, all those -- all those hot topic items were it's kind of -- some is unknown, but other parts of the state that a sheriff's office does animal control, talking to them, to be

frank none of them like doing it, but -- so, that's kind of where we have not revisited that in three years.

Cavener: Mr. Mayor?

Simison: Who that? Councilman Cavener?

Cavener: Sheriff, I appreciate that. And I think it's a big lift and it's a big lift for any jurisdiction and I don't probably disagree with any sheriff. In Meridian we used to do it internally and we have turned it over to the Humane Society and maybe Humane Society has been there because nobody else has been able to step up and I think that -- my ask would be is if there is an opportunity for the cities to come together and work with the county and help support that -- again, not here is our problem, county you figure out how to solve it, but back to my good colleague's comments about a collaborative can do attitude, I think that we are a city that would like to at least be at the table if those conversations ever emerge.

Clifford: Absolutely. I appreciate that. Talk to your chief. I'm willing to have a discussion about anything. So, if that comes up and maybe that is the future we can talk about that.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Just for a quick comment -- and, Sheriff Clifford, thanks for the presentation. Appreciate it. Just want to highlight something. A few months ago we had a really unfortunate situation in Meridian. It played out in front of my home, so I was able to absorb it from my second story window and observed Ada county, our own police force and Boise PD and it was very impressive to watch everyone work together. It was a pretty serious situation, didn't end super well for some, but it was -- it gave me a high level of confidence just in the way that you work together, since you mentioned that with our own police department and -- and others and so I think for our public to see that kind of teamwork in the community I think really increases our level of confidence and our feeling safe and so just want to compliment you and we have our leadership team from the police department here as well just to compliment them on -- on how well you have worked together and I think what it speaks to is a lot of planning and effort behind the scenes on both parts to make sure that that happens. So, just wanted to -- to say that, so thank you.

Clifford: Thank you. And, Mayor and Council, that -- you are right, a lot of planning and effort kind of goes into that; right? We are pretty blessed in this entire valley to have agencies that are willing to work together. There are other places in the country and even some places in this state that are very territorial and silo -- silo each other off. It's usually pretty detrimental to your agency and it's not very efficient for your -- for your community. So, we really do have -- in this valley really do have that, hey, this is all a

partnership. Nobody cares what color your shirt is or what shape your badge is when they call 911. They just don't. And so let's all work together and get out there and do public service.

Simison: Council, any additional questions or comments?

Little Roberts: No. But, Mr. Mayor, I can't help --

Simison: Council Woman Little Roberts.

Little Roberts: -- but to add my thank you. It's -- I have been on ride-alongs where both agencies have worked together and it's just been absolutely seamless, so -- so thank you for you and all that your team does. And, of course, thank you to our officers. They are the best.

Simison: All right. Thank you very much, Sheriff Clifford. See you soon.

Clifford: Thank you so much, sir. You guys have a great night.

**13. Public Hearing continued from March 26, 2024 for Community Input on Meridian's Community Development Block Grant Program Action Plan**

Simison: Thank you. Next item up is Item 13, which a public hearing continued from March 26th, 2024, for the community input and Meridian's Community Development Block Grant program. Turn this over to Crystal for any additional comments.

Campbell: Thank you, Mr. Mayor, Members of the Council. I wanted to give you guys a brief update on the feedback we did receive. I will make it super quick, but -- well, as quick as possible. So, we did provide some public outreach. You can read through it. But e-mail, social media, we tried to touch all the bases that we could and ask our partners to share it and we did a few in-person interactions as well. Our public comment period was open from March 15th to April 7th and we accepted feedback however people wanted to, including an online survey. We did receive 50 responses from residents through the survey and in that survey 50 percent of respondents said that they or someone that they knew did actually need to access some of these services. This chart shows how easy it was to access those services, as well as the services that were accessed. Childcare assistance was definitely the forerunner for that and emergency rental assistance was second. We also asked about barriers to accessing those resources and the main one was eligibility requirements, but, unfortunately, we can't really do anything about that. It's the bare minimum that is required by HUD, which is 80 percent or less of the area median income and they must be a Meridian resident and, then, other than that it was dates and times available and paperwork. People did suggest some partnerships and it's categorized into three different areas. The first one is current contacts and those are the ones that were already reaching out to and asking them to submit an application for funding and that

was mental health, childcare and Jesse Tree for emergency rental assistance. And, then, additional outreach suggestions for this time around people were asking about public transportation and potentially credit repair and, then, there was also an ineligible activity for clothing for teens, so it's just not something that we could fund through this. We had a couple of in-person interactions two of those are public hearings and one of those is tonight and also last week we were out in the community two different times. Once was in the lobby of City Hall and, then, we also had a booth at the Do The Right event and with that we had an activity where people could vote on the services that they thought were most important and this is a little bit different than the other voting -- or on the survey and the survey was people actually needing those and this is just the perception of what's needed in the community. So, we did receive 83 individuals participating and they each got four coins and so it was a total of 332 votes and intimate partner violence that was 25 percent of the votes and, then, childcare and emergency rent were each 24 percent, but -- didn't quite add up. So, there is something wrong there, but it was definitely -- the intimate partner violence followed by childcare and emergency rent. Our timeline for the rest of the action plan, it's due to HUD no later than August 16th. So, the application is opened through the end of this month and in May, then, we will work with our scoring committee to review the application, select projects and develop our action plan. It will be developed and, then, June 11th through July 14th it will be open for public comment and I will be back here for a public hearing and I hope to have it approved by all of you and submitted to HUD by the end of July. And with that I will stand for questions.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Not a question, just a comment. It feels like you are getting a lot of public engagement, which is very encouraging, and I think your different approaches to try to get that feedback is really working. So, I just wanted to compliment you on how you are trying to engage the community on this.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Action tonight is just to close the public hearing?

Campbell: Correct.

Cavener: Mr. Mayor?

Simison: Is there anybody present who would like to provide testimony on this open public hearing? Seeing nobody.



Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Appreciate all the presumptive on my end to not see the usual suspects that want to testify this evening, but I appreciate that opportunity and, boy, to Council Member Strader's point, this wonky stuff is hard to engage the public on and, Chris, I do -- I really want to commend you. Last week we had the event for Council Member Borton and with the art gallery you were out with the jars and the coins, I just thought it was a very low barrier approach to get people to engage and just encourage you to keep doing stuff like that and finding that right nexus of inviting feedback and critical feedback and I appreciate that you share with us. So, Mr. Mayor, I move we closed the public hearing on Item 13.

Overton: Second.

Simison: Have a motion and a second to close the public hearing. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: ALL AYES.

**EXECUTIVE SESSION per Idaho Code 74-206(1)(d): To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.**

Simison: Next item up is Executive Session. Council Woman Strader.

Strader: Mr. Mayor, I move that we go into Executive Session per Idaho Code 74-206(1)(d).

Cavener: Second.

Simison: Have a motion and a second to go into Executive Session. Is there any discussion? If not clerk will call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea.

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

MOTION CARRIED: ALL AYES.

EXECUTIVE SESSION: (5:35 p.m. to 6:08 p.m.)

Simison: Council, do I have a motion?

Strader: Mr. Mayor, I move that we adjourn the meeting.

Simison: Move to come out of Executive Session?

Strader: So moved.

Simison: Got a second?

Overton: Second.

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

MOTION CARRIED: ALL AYES.

Simison: Now do I have another motion?

Strader: Mr. Mayor, I move that we adjourn the meeting.

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

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 6:08 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

\_\_\_\_\_  
MAYOR ROBERT SIMISON

\_\_\_\_\_  
DATE APPROVED

ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK



## AGENDA ITEM

**ITEM TOPIC:** Approve Minutes of the April 9, 2024 City Council Regular Meeting.

A Meeting of the Meridian City Council was called to order at 6:08 p.m. Tuesday, April 9, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Liz Strader, John Overton, Anne Little Roberts and Doug Taylor.

Also Present: Tina Lomeli, Bill Nary, Bill Parsons, Stacy Hersh, Linda Ritter, Shawn Harper, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input type="checkbox"/> (vacant)
<input checked="" type="checkbox"/> Anne Little Roberts	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call this meeting to order. For the record it is April 9th, 2024, at 6:08 p.m. We will begin tonight's regular City Council meeting with roll call attendance.

**PLEDGE OF ALLEGIANCE**

Simison: Next item up is the Pledge of Allegiance. If you would all, please, rise and join us in the pledge.

(Pledge of Allegiance recited.)

**COMMUNITY INVOCATION**

Simison: Today's community invocation will be delivered by Rabbi Mendel Lifshitz. If you would all, please, join us in the community invocation or take this as a moment of silence and reflection.

Lifshitz: Thank you. Before I begin I would like to take a moment to personally thank the City Council and the City of Meridian. A number of months ago you graciously donated a stock of protective vests and I really want to thank the body here for authorizing that and for allowing that to be used for -- in a public private-partnership. It's really beautiful when the city joins together with nonprofits. Thank you for donating those to our organization and you should be proud that it has reached its destination for people in need. Almighty God, we stand before you at a critical time for our country, our state and our city. Your guidance, wisdom and grace is ever more crucial. We recognize that alone we cannot succeed. Almighty God, look favorably upon the Mayor and Honorable Members of the City Council of the great City of Meridian. Bestow upon them the joy of life, good health and prosperity. We beseech you merciful God to

extend your kindness to these distinguished individuals, who have been chosen to make laws and ordinances for the citizens of this city with understanding and compassion and their noble pursuit of justice and equality. Assist them to embody and encourage a spirit of mutual cooperation respect and peace. Give them guidance so that they will always be conscious of your presence and will strive to enact laws with honesty and integrity and in accordance with the values of your universal and moral code. As the cold and sometimes harsh winter recedes we look at the promising spring bloom and we look toward you our Creator. We stand in awe and appreciation of the masterful and beautiful world you allow us to partake of. We stand committed to partnering with you to tend your garden and to safeguard your creation. Grant this august body the wisdom to turn adversity into opportunity and to transform the hard challenges we face today into the seeds from which will sprout the growth of tomorrow. Bless the City of Meridian that it may serve as a beacon of light to our great state of Idaho and for people of all faiths and walks of life. May the leaders and citizens of Meridian blossom as the flowers of the season and realize the goal so powerfully stated in our nation's Pledge of Allegiance that we just recited, so that America is truly one nation under God, indivisible, with liberty and justice for all. May God bless all of us and God bless America. Now let us say amen.

## **ADOPTION OF AGENDA**

Simison: Thank you. Okay. Next up will be adoption of the agenda.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we adopt the agenda as published.

Overton: Second.

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

MOTION CARRIED: ALL AYES.

## **PROCLAMATIONS [Action Item]**

### **1. Week of the Young Child Proclamation**

Simison: Next up will be proclamation for the Week of the Young Child. Is Lorena here? If you wouldn't mind joining me at the podium. So, Council, we will go ahead and read this proclamation for the Week of the Young Child and, then, turn it over to Lorena for some comments. Whereas the City of Meridian, in conjunction with the Idaho Association for the Education of Young Children, are celebrating The Week of the Young

Child April 6 through April 12, 2024, and whereas Idaho AEYC is working to promote and inspire high quality early childhood experiences for our state's youngest citizens that can provide a foundation of learning and success for children in Meridian and whereas teachers and others who work with or on behalf of young children from birth through age eight make a difference in these lives and deserve thanks and recognition and whereas public policy supporting early learning for all are crucial to young children's futures to the prosperity of our society and whereas this is a time to recognize the importance of children's earliest years in shaping their development, to recommit ourselves to ensuring that each and every child experiences a type of environment at home, at childcare, at school and in the community that will promote early learning. Therefore, I, Mayor Robert E. Simison, proclaim April 6 through 12, 2024, to be the Week of the Young Child in the City of Meridian and encourage all citizens to work to support the efforts of the Idaho AEYC and NAEYC in support and invest in early childhood in our community. Dated this 9th day of April 2024.

Lorena: Sorry. I wasn't expecting it. I just want to thank the city -- City Council, Mayor. Thank you all for the proclamation and just for thinking of helping support children and families throughout the state of Idaho. I think it's incredible work and extremely exciting and we know that everyone can help make a huge difference in the life of a child. So, thank you.

## **PUBLIC FORUM – Future Meeting Topics**

Simison: Next item up is public forum. Madam Clerk, do we have anybody signed up under the public forum?

Lomeli: Thank you, Mr. Mayor. No one has signed up.

## **DEPARTMENT / COMMISSION REPORTS [Action Item]**

### **2. Election of City Council President**

Simison: Okay. Then with that we will move on to Item 2, which is Department/ Commission Reports. Election of City Council President and I will turn this over Council Woman Strader.

Strader: Thank you, Mr. Mayor, Fellow Council Members. This is an important business decision that we have to make today as a Council. I -- I know we still have one Council seat that is open, but I think it's really important for us to elect a City Council president, because we have a lot of critical processes that need to move forward, including the budget. After many conversations I would like to nominate Luke Cavener. I think he is the right leader for us at this time of transition and I'm very grateful for him that he is willing to make the sacrifice of a significant amount of his extra time to help us move forward as a group. That means a lot to us. He has my full support. I think we should rally around Luke and that way we can have a successful year.

Simison: Thank you. I have a nomination.

Overton: Second.

Simison: And the second. Is there a further discussion on the topic or further nominations from the body? Okay. Then all those in favor signify by saying aye. Opposed nay? The ayes have it and, Councilman Cavener, you are now Council President. Would you like to do a speech, a coronation, gala? What's your preference?

Cavener: No -- no speech, no gala, no coordination. We have got important work ahead of us. So, appreciate the nomination and the vote. Enjoy working with all of you. Thank you.

Simison: Thank you very much. All right. So, moving on to the rest of our action this evening. The first item up is Item 3, public hearing --

Cavener: Just for clarification, do we need to take an action on the vice-president role?

Simison: No. It's existing.

Cavener: Okay. Great. Thank you, Mr. Mayor.

## **ACTION ITEMS**

- 3. Public Hearing for The Oaks North No. 1 (Lots 11 and 12, Block 7) (H-2024-0004) by Kyle Prewett, Toll Brothers, located at 5662 W. Daphne Dr.**
  - A. Request: Vacation of the permanent easement for public utilities, pressure irrigation and lot drainage over the five (5) feet adjacent to the interior side lot lines of the pre-adjusted Lot 11 and Lot 12, Block 7 of The Oaks North Subdivision No. 1.

Simison: Okay. Next item up is Item 3, public hearing for The Oaks North No. 1, Lots 11 through 12, Block 7, H-2024-0004. We will open this public hearing with staff comments.

Ritter: Good evening, Mayor and Council. I'm Linda Ritter, associate planner for the City of Meridian and tonight we are here for The Oaks North No. 1, Lots 11 and 12, Block 7, H-2024-0004. The applicant is requesting to vacate five feet of a public utility pressurized irrigation and drainage easement located along the interior lot lines of a Lot 11 and 12, Block 7, of The Oaks North Subdivision. A property boundary adjustment application PBA-2023-0015 was approved in November of 2023 to reestablish the easements. So, these properties that I have mentioned are located at 5662 and 5684 West Daphne Drive and they are located on 0.156 and 0.14 acres of land that is zoned R-8. There are currently no structures located on this property at the time. The applicant was proactive to make this happen before the homes were built and so at this



time -- so, staff is asking for approval of this proposal and so at this time I will take any questions that you may have and the applicant's representative is here if you have questions.

Simison: Thank you, Linda. Council, any questions for staff? Okay. Would the applicant like to come forward and make any comments? Okay. Applicant waives. Madam Clerk, is there anyone signed up to provide testimony on this item?

Lomeli: Thank you, Mr. Mayor. I have a couple people signed up, but they did not mark that they wish to testify. Do you want me to call --

Simison: If you would read their name and we will see if they want to come up.

Lomeli: Kris Moncapa. No?

Simison: The applicants. Okay.

Lomeli: Hank Boeger.

Simison: He is also saying no. There was only two?

Lomeli: That's the only two, yes.

Simison: Okay. Is there anybody present in the audience or online who would like to provide testimony on this item? If you are online use the raise your hand feature on the Zoom call and we can bring you in. Seeing no one raising their hand online and no one walking forward -- the applicant waive final comments? Applicant waives final comments. Council, what's your direction?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: This seems like a pretty straightforward vacation request and if there is no further public comments, I move that we close the public hearing.

Little Roberts: Second.

Simison: Have a motion and a second to close the public hearing. Is there any discussion? If not, all in favor signify by saying aye. Oppose nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: ALL AYES.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: After considering all staff, applicant and public testimony, I move to approve File No. H-2024-0004 as presented in a staff report for the hearing date of April 9th, 2024.

Little Roberts: Second.

Simison: Have a motion and second to approve Item 3. Is there discussion? If not, Clerk will call the roll.

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea.

Simison: All ayes. Motion carries and the item is agreed to. Thank you very much.

MOTION CARRIED: ALL AYES.

**4. Public Hearing for Keep West Subdivision No. 2 (H-2023-0047) by Jarron Langston, located at 2625 E. Lake Hazel Rd. and 6519 S. Raap Ranch Ln.**

- A. Request: Annexation and zoning of 16.25 acres of land from RUT to R-2 (low density residential) zoning district
- B. Request: Preliminary Plat consisting of 22 buildable lots, one existing home and 5 common lots on (16.25 acres of land) in the R-2 zoning district

Simison: Next item up is Item 4, public hearing for Keep West Subdivision No. 2, H-2023-0047. We will open this public hearing with staff comments.

Ritter: Thank you. Again Linda Ritter, associate planner for the city. So, tonight we are here to -- for a request for Keep West Subdivision, H-2023-0047, for annexation and preliminary plat. The site consists of 16.25 acres of land, zoned RUT and it's located south of East Lake Hazel Road. So, the property itself is -- the comprehensive -- the future land use map is low density and medium density residential and since the property is designated with two land use designations, the plan allows the flexibility to float the more dominant designation. The applicant has chosen to apply the low density designation across the entire property. Again this is the annexation of 16.25 acres of land from RUT in Ada county to R-2, low density residential zoning district, and a -- and a preliminary plat consisting of 21 new buildable lots and one existing home and eight common lots for a total of 15.76 acres of land. The density is 1.4 dwelling units to the acre, which is consistent with the LDR designation. The proposed building lots range in size from 12,008 square feet to 38,274 square feet. The subdivision is being proposed to be developed in one phase. Again there is an existing structure that is on the property and there are several other structures on the property, but the existing home is proposed to remain. All the other structures are proposed to be removed. So, prior to

the city engineer's signature on the final plat all the existing structures that don't comply with setbacks of the district shall be removed. A new address will be required for the existing home and the lot number for the existing home will need to be changed to 35 and the renumbering of the remaining lots in that location. So, this proposed plat complies with the dimensional standards of the district. So, again, the -- again the proposed subdivision is required to comply with the design improvement standards of the UDC. The face block on the west side of the north and south street segments exceed 750 feet. However, the code allows a block length up to a thousand feet when the pathway connects to the common space open area and the applicant has provided a connected pathway to the open space to allow the extended block. And also per the UDC the Council may approve a dead-end street up to 750 feet in length where the emergency access is proposed or where there is a physical barrier, such as a steep slope, railroad tracks, an arterial roadway or a large waterway that prevents or makes impractical extensions and a pedestrian -- pedestrian connection is provided from the street to an adjacent existing or planned pedestrian facility. The code for the proposed plat -- it was greater than 900 feet, which exceeded the maximum approval allowed by the City Council of 750 feet in length. The applicant revised the plat map to shorten the length of the cul-de-sac and submit the revised plat map 15 days prior to this meeting. So, access to this property is proposed -- is proposed via East Wickham at the east boundary of the site, which terminates on to South Netherfield Way. Direct -- direct access is not proposed or allowed from East Lake Hazel Road, except for an emergency access. There are two common driveways proposed for lots 22, 23, 20 -- and, then, 27 and 28. There are two waterways along the boundaries of this proposal. The Farr Lateral existing on the western boundary, which is within a 50 foot easement and the Grimmatt Lateral along the eastern boundary -- the east boundary, which is within the 40 foot easement. The UDC requires irrigation easements wider than ten feet to be included in a common lot that is a minimum of 20 feet wide outside of a fenced area, unless modified by the City Council at a public hearing with notice to the surrounding property owners. The applicant proposes to place the Farr and the Grimmatt Laterals within common lots as required. However, the applicant will be requested a modification of this and they will present that to you at the time they do their presentation. Other irrigation districts crossing the site that aren't being improved as a water amenity or linear open space as defined by the UDC shall be piped or otherwise covered as set forth in the UDC, unless otherwise waived by the City Council. Again, the applicant has been working to tile a portion of the Grimmatt Lateral and has been working with the Boise Project Board of Control for approval. The Farr Lateral will remain open. If tiled the Boise Project Board of Control will not approve any landscaping, other than gravel, within its 25 foot easement. Staff has asked the applicant to work with the irrigation district to leave the Grimmatt Lateral open in a natural state to avoid the area being improved with gravel only. There is a 25 foot wide landscape buffer that is required along East Lake Hazel Road, which is an arterial and it measures from the back of the sidewalk. A buffer is depicted on the landscape plan that appears to meet this requirement. So, this is the landscaping along East Lake Hazel Road. The buffer has been depicted on the plat in a common lot as proposed within the landscape and per the standards of the UDC. Common open spaces and amenities. The applicant is proposing about 1.37 acres of open space consistent at 50 percent of

the street landscape buffered along East Lake Hazel Road, six foot wide parkways, pathway along the emergency access and open grassy areas. The applicant provided 9.41 percent, which is 59,596 square feet or 1.37 acres of open space, which exceeds the eight percent that is required. Per UDC for each five acres of gross land area one point of site amenity is required. As the property is 15.76 acres, a total of three amenity points are required. The applicant is proposing a covered pavilion, which is a picnic area and that's for two points. A sports court for pickleball, which is four points, as these amenities total six amenity points, which is -- which exceeds the requirement. Several building conceptual elevations of homes were submitted and as shown. Building material consists of a variety of stone, brick, veneer accents and stucco. At The Planning Commission meeting there were no oppositions to this subdivision -- proposed subdivision. We did have people making comments at the hearing and we had one written testimony and the concerns that were key issues were the proposed street connectivity that -- because they felt it would bring additional traffic to the existing neighborhood. Go back to a previous slide. This is the connection that they were concerned with. And the only discussion of key issue by Commission were that they were -- were required to bring the cul-de-sac into compliance prior to the City Council meeting, which they did. There were no changes recommended -- no changes to the staff recommendation -- recommendation and there were no outstanding issues to bring before the City Council. And at this time I will stand for any questions that the City Council has regarding this application.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Linda, thank you so much for your presentation. I reviewed the file a while ago and I did not see a letter from the West Ada School District. I also did not check the agency reports today. So, just wanted to check have we received a letter from West Ada or are we in communication with them?

Ritter: I have not received anything from them. It did go out to them, but I have not received anything. I don't know if it's too small of a subdivision, but I have not received anything.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: And I apologize, because that wasn't meant to trip you up or anything, it's just we have been expressing our desire to hear from the West Ada School District and this particular annexation opportunity is in very close proximity to another one that we have reviewed recently. So, I felt like -- I guess I'm a little surprised that they haven't taken that opportunity to provide that information here, although I understand it is not a huge

subdivision, it still seems important to hear from them. Thank you.

Simison: Council, any additional questions for staff?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Linda, I appreciate you have got this -- this image up and as I was -- and you are doing a good job going through the staff report and keeping us up to date on -- on history. I appreciate that. I noticed that the exhibit of the open space looks a little bit different than the preliminary plat that's in the staff report. I'm not sure if that is because of the -- the cul-de-sac piece or if the -- if the plat is showing what appears to be maybe some -- some pathways. The reason why I'm bringing this up is that one of the parcels that I think is kind of near the open space -- I believe the existing home, I'm trying to figure out how that -- the parcel of land that's right just to the left of your arrow -- down a little bit. Right there. Yep. How somebody's getting there. Is it -- is it a common drive in and exit? In the staff report it looks like a pathway, but I'm not -- I'm not quite clear.

Ritter: Council Member, so that's actually a panhandle lot and that particular lot has to provide a fire turnaround because of the length of it and we have -- we relayed that to the applicant.

Cavener: Okay. Thank you and I appreciate it.

Simison: Council, any additional questions for staff at this time? Okay. Would the applicant like to come forward?

Ritter: Oh. And before the applicant speaks -- so I -- this is different from what is in my staff report. I didn't get a chance to change it out, so -- but that's why I made sure that I put the correct ones up here for the hearing.

Simison: Good evening. It's nice to see a representative of the Borton Lakey law firm here, right, Council?

Lakey: Thank you, Mr. Mayor. Short the Borton, but still in the name. Mayor, Council Members, appreciate the opportunity to be here tonight. For the record my name is Todd Lakey with Borton Lakey Law here on behalf of the applicant Jarron Langston. Council Members, I will be brief. Hit some of -- some of the high points on this project, but we do appreciate the recommendation of approval and the work that staff's done on this and also the recommendation from the Planning and Zoning Commission and if you do have any particular technical questions we have Ted Burke, our engineer, here as well to answer questions. Council Members, as noted in the staff report the application meets the requirements of your zoning ordinance, your subdivision ordinance and we conform with the Comprehensive Plan. We are a little bit less dense than those things that are around us and this is phase two of The Keep Subdivision. I imagine you are

familiar with that project. That's -- this -- this will be a continuation of that project, the same quality, the same caliber of development. It's really a project that the City of Meridian can be proud of. Our request is for low density R-2 zoning and, as I said, that's the same or less dense than the surrounding zoning and our adjacent subdivisions. We have R-4, R-2, R-8 and R-15. Twenty-two lots with just about a 20,000 square foot average lot size and staff mentioned the gross density at 1.46. We exceed -- meet or exceed the open space requirements with our pathways, our covered pavilion, the sport court and the grassy areas and also exceed the amenity points required by the city and that's in addition to the larger lots that we have that people are going to be able to use and recreate on their own property in addition to those amenities in the subdivision. The three accesses for the property will be closed, with the exception of the emergency access that we will be providing onto Lake Hazel and that access will meet city requirements, but also provides pedestrian connectivity to Lake Hazel from the project. We will have the 25 foot landscape buffer along Lake Hazel and we are, as was mentioned by staff, trying to leave open the irrigation facilities that border this project. It's an odd shaped parcel as you can see, so it took a little bit of creativity to -- to make this project work and from our perspective -- I think from staff's perspective and some of our neighbors' perspective, they wanted to keep those irrigation laterals open and make them really more of an amenity than simply a long wide -- what looks like a gravel road separating two projects. So, that was our effort with the irrigation jurisdictions and we are keeping the Grimmatt Lateral open to the north of that East Wickham Street. That's what we worked out with them and, then, the Farr Lateral along the side with the Apex Subdivision will be open in its entirety. We do agree with the conditions in the development agreement. The recommendations of approval. As requested by staff we did reduce that distance for the cul-de-sac to 750 feet, so we fit with the Uniform Development Code. We do that because we have that emergency access and, then, we are also providing that connectivity from that street to the other pedestrian facilities, particularly along Lake Hazel and, then, widened that access -- that continuation -- or extension of that cul-de-sac back to that open area common space, so it's a little bit wider to provide that additional pedestrian connectivity. With that, Mayor and Council Members, again, appreciate the efforts on staff's part. Ask for your approval. Be happy to answer questions if you have them.

Simison: Thank you. Council, questions for the applicant?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I appreciate you laying some of that out. Maybe continuing Council Member Strader's question for staff, have you or your client engaged and had any conversations with the West Ada School District about -- not so much about student generation, I don't anticipate this development would generate a lot of students, but particularly about where they would be slated to attend school.

Lakey: If you would give me just a moment I can maybe talk about the specifics of that.

Cavener: Okay. Thank you.

Simison: Maybe while that's occurring, Mr. Parsons, do we have an idea when the school district plans to start transmitting letters on the ones that they have yet to do while -- while we are moving forward?

Parsons: Mayor, Members of the Council, I don't have a specific date, but I know it's -- it's imminent based on the discussions that -- the joint meeting that you had with them. What I can tell you is based on some of the e-mails that I have seen on this topic, the school district plans on providing letters for developments that are 45 or more lots and so in these types of situations you may not get any comments from the school district because they are under that threshold. So, I just wanted to let Mayor and Council know that, there will be a threshold moving forward with -- but, yeah, we can start expecting to see more and more letters in the near future.

Simison: Okay. Thank you.

Lakey: Mayor and Council Member Cavener, I appreciate the question. We did not have any specific conversations with West Ada and appreciate the comments from staff on kind of their threshold. I will say -- or we will note this is a smaller project at 22 lots, but I think it's also worth noting this is a type of project that's going to be well above your homeowners exemption and contribute more than your typical standard subdivision from a property tax standpoint to the school district.

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

Lakey: Thank you, Mayor and Council Members.

Simison: Madam Clerk, do we have anyone signed up to provide testimony on this item?

Lomeli: Mr. Mayor, we have no one signed up.

Simison: Okay. Is there anybody present that would like to provide testimony on this item, either in the room or online? If you are online use the raise your hand feature. I see no one coming forward and no one raising their hand. Would the applicant like to make any additional comments? So, Council, we will turn this back to you for further dialogue.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Mr. Lakey, I just got to tell you that it's a little refreshing to have a project in front of us with this low of a density, because that's not what we tend to see anymore

and when I first saw this I had to read it twice to make sure I wasn't seeing a typo. I think it's perfect for that area as a phase two of The Keep. It's already there. It looks beautiful. I think this will be like the missing puzzle piece going next to it and won't add a lot of traffic trips onto Lake Hazel because of it. I think it looks like a really well done project and it's going to be a great addition to our community.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I really like the estate lot products. I think it's a nice addition to Meridian and does help us, you know, provide something a little bit different. The only area I am struggling -- and it's not actually something that the applicant can solve, but we do have concerns about school overcrowding in another development that is close by this area and I think it is going to be important for us to find some sort of a consistent philosophy and how we are approaching that issue. I do take a lot of comfort from our joint meeting with the West Ada School District where we asked them directly what do you need from us and they felt confident that they still had all the tools available to try to manage the student population. I expect them to rise to the occasion and do that. I think the -- the answer for some of these where it is really overcrowded is less density and you have already got that, so that gets me comfortable with this one. I don't have any major concerns. But, again, it's more of just a philosophy kind of conversation about how we are going to be approaching these in this area, particularly where Mountain View is extremely overcrowded and we have some other issues like that. You know even with the student generation rate, which I don't even think this would probably reach of, you know, even half of a student per unit, it's a very manageable number. So, again, I'm okay with this one, but I think getting that feedback from West Ada really closely on these going forward is going to be important for us.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: This one to me is a little bit of a -- for me going to be an exercise of discipline for The Keep game changer for South Meridian. Appreciate you being forward thinking and investing your dollars to bring something to South Meridian that many in our community have been asking for. I love driving past it. Hope one day maybe I could live there and I -- to Council Member Overton's point, it is refreshing to see something that's different. We talk a lot about diversity and oftentimes diversity means density and it's nice to see something that is less dense. I struggled a little bit with kind of location of open space and the alley load side, but given the really unique geographical challenges I think you have really put together something that works with a very limited canvas. Being up front, where I'm struggling is that Mountain View High School, Victory Middle School, are over capacity and I have no doubt that if this is built will help alleviate in terms of providing extra funding to the district long term. That's a school that has been really challenged for a long time and continues to be challenged and I can't



get frustrated about high density products that are putting students into an overcrowded school and say, well, this is not as many, so it kind of makes it okay. So, I wish we had the magic wand to solve the challenges that are going in the schools. These are challenges that are not your making, but you are kind of at the tail end of being forced to address. I am not going to be supportive this evening and it's not because I don't want this and I don't want more of this, it's that for me I don't think it is the right time given the challenges that our school district is currently faced and it -- frankly, it pains me, because I want to encourage more of this particularly in South Meridian.

Simison: Council, any additional questions, comments? Close the public hearing?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: If there is no more public testimony, I move we closed the public hearing.

Simison: Motion to close the public hearing. And a second?

Little Roberts: Second.

Simison: Thank you. All in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: ALL AYES.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: After considering all staff, applicant and public testimony, I move to recommend -- to approve File No. H-2023-0047 as presented in the staff report for the hearing date of April 9th, 2024.

Little Roberts: Second.

Simison: Have a motion and a second to approve Item 4. Is there discussion on the motion? If not, Clerk will call the roll

Roll Call: Cavener, nay; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea.

Simison: Four ayes. One nay. The item is approved. Thank you very much. Have a good evening.

MOTION CARRIED: FOUR AYES. ONE NAY.

**5. Public Hearing for Rosalyn Subdivision (H-2023-0056) by Givens**

**Pursley, LLP, located at 200 E. Rosalyn Dr.**

- A. Request: Annexation of a 0.014-acre of land from RUT in Ada County to the R-8 zoning district, including the remaining portion of E. Rosalyn Street cul-de-sac right-of-way.
- B. Request: Combined Preliminary/Final Plat consisting of 6 residential building lots and 1 common lot on 0.733 acres in the R-8 zoning district.

Simison: Next item up is Item 5, public hearing for Rosalyn Subdivision, H-2023-0056. We will open the staff hearing -- or this public hearing for staff comments.

Hersh: Good evening, Mr. Mayor and Members of the Council. The applicant is here to present their project for Rosalyn Subdivision. The applications that were submitted our annexation and combined preliminary/final plat. The site consists of 0.733 acres of land, a small portion of right of way that is currently zoned RUT and the larger piece of the property is zoned R-8 and it's located at 200 East Rosalyn Drive. History on the property. There was a short plat that was approved and a right of way -- right of way vacation instrument number. The Comprehensive Plan FLUM designation is low density residential. This designation is intended to allow for the development of single family homes on large estate lots at a gross density of three dwelling units or less per acre. This property was annexed in 2005 with an R-8 zone and granted approval for a step up in density, which was allowed under the previous Comprehensive Plan. This policy was removed from the Comprehensive Plan in the 2019 update. The applicant is proposing to annex 0.014 of an acre of land with an R-8 zoning district, including the remaining portion of East Rosalyn Street cul-de-sac right of way. A legal description and exhibit map for the annexation area is included with the application. The property is within the city's area of city impact boundary. The applicant proposes a six lot subdivision for six single family residential detached homes. Since the majority of the property is already annexed and zoned with an R-8 district, staff must analyze the project based on the merits of the governing zoning district regardless of the proposed density. The proposed preliminary plat consists of six building lots and one common lot on 0.733 acres of property in the existing R-8 zoning district. Proposed lots range in size from 4,060 to 5,219 square feet. The subdivision is proposed to develop in one phase. An existing home on the property is proposed to be removed from the site. Any outbuildings located on the site should be removed with the development of the property. The proposed plat and subsequent development are required to comply with the dimensional standards listed in the UDC. The proposed plat appears to comply with the dimensional standards of the district and per the UDC lots taking access from a common drive do not require street frontage. Access is proposed from East Rosalyn Drive and a common driveway on Lot 6, Block 1. The interior Lots 3, 4, 5 and 7, Block 1, are proposed to take access via a common drive to East Rosalyn Drive meeting the street access requirements of the UDC. Common driveway shall serve a maximum of four dwelling units and in no case shall more than three dwelling units be located on one side of a driveway. The applicant is proposing six dwelling units, with four taking access

off the common drive -- driveway. Three dwelling units are also located on one side of the driveway in accordance with the UDC requirements. Off-street parking is required to be provided in accordance with the standards listed in the UDC for single family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence. There are no street buffers required along local streets per the UDC table. The applicant has provided a landscape plan and that actually is not required per the UDC. East Rosalyn Drive is improved with an existing five foot wide attached concrete sidewalk abutting the site in accordance with the UDC standards. All fencing is required to comply with the UDC standards and according to the submit -- submitted plans the applicant is not proposing fencing with this project at this time. Two conceptual building elevations were submitted that demonstrate what future homes in this development will look like. Variations that appear to be single story and two story detached homes with a two car garage are proposed. The submitted elevations depicts several different architectural and design styles with field materials of lap siding, different colored accents, roof profile, stone and front porches. The summary from the Commission hearing. In favor was the applicant from Givens Pursley. In opposition was Jan Larrea, Paul Pelletier, Ken Freeze and Nick Nauslar. Commenting again is the applicant from Givens Pursley. Written testimony -- multiple letters of written testimony were submitted and can be found in the record online and key issues discussed at the Commission public hearing. The Comprehensive Plan depicts the property as low density residential in the future land use map. There are too many lots proposed within the subdivision. Lot -- lots smaller than 5,000 square feet should not be proposed for a development this small. Concerns with additional traffic and noise. Key issues of discussion by Commission were none. Commission changes to staff report is none. Outstanding issues for City Council are none. And written testimony since the Commission hearing. We received a letter from Robin Hatcher with concerns with increased traffic and the density proposed on the lot. And that concludes staff's presentation and I stand for any questions.

Simison: Thank you. Council, questions for staff?

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: Stacy, just to make sure I understand correctly, when it comes to sidewalks it lists East Rosalyn Drive is improved within the existing five foot wide attached concrete sidewalk abutting the site. The only sidewalks going in are the ones abutting this actual site. We are not improving the roadway of Rosalyn out to the west of Meridian Road.

Hersh: Mr. Mayor, Councilman Overton, yes, that is correct. So, that -- that sidewalk is existing and none are required along the common drive and no roadway improvements are being -- are happening with this project. The applicant is annexing the cul-de-sac that is in the area on the plan. Maybe I can't -- it's not on the plan here. That was basically left to be a cul-de-sac at one time, but that didn't happen for that -- for those projects that were developed in that area.

Overton: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Question for you, but if you are unable to answer it, the applicant hopefully could address it, but help me zero in on what part of the property is already annexed and what part of the property is not. I think that's going to be really important tonight.

Hersh: Mr. Mayor, Council Woman Strader, so I don't have a really good picture. I believe the applicant -- she does in her presentation that you can see the cul-de-sac to the south. So, this whole area on this plat that's proposed is already annexed as R-8. It's just a little piece of right of way that ACHD owned that was supposed to be a cul-de-sac that is no longer taking place. So, we asked them to annex that piece and to clean up the GIS map and zoning, so that wasn't left in the county.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, when the Rosalyn Subdivision was originally annexed was this a preliminary plat that came through and was reviewed by Council at that time and were there six dwelling units at that time? Or help me understand -- sorry. It's kind of a convoluted question. What I'm getting at is -- just to be very upfront, I don't like step-ups in density. I was very happy that that policy was eliminated in our Comprehensive Plan update and so I'm hesitant to do those, unless I'm told legally we are forced to, but I just want to understand if I'm looking at this property like, which you -- what were -- what was kind of approved in their original annexation?

Hersh: Mr. Mayor, Council Woman Strader, so that original annexation I believe was approved in 2005. I'm not a hundred percent sure. But that piece of land -- that whole area, actually, including the other subdivisions surrounding it, were all stepped up to R-8. So, they are completely surrounded by R-8 subdivisions. If you look at the FLUM designation in the center, that entire area where those medium density residential homes are are low density on the FLUM designation. But if you look to the zoning, every one of those lots is zoned R-8, so they that entire area asked for a density bump up -- bump up and prior to the comp plan changes in 2019 where we no longer have that. However, we did make UDC changes to the code in 2016 to remove the density requirements for each residential zone. So, there are no density requirements attached to each residential zone in our UDC code. However, it's based on dimensional standards. Can the applicant meet the 4,000 square foot lot and the street frontages.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: If you don't mind -- and I, apologize because I'm sort of taking us down a rabbit hole, but at -- before -- we don't have density standards now, but we did before, so help me understand what the dense -- because I feel like -- what I'm worried about is I don't want to have a -- like have your cake and eat it too situation where the applicant is relying on the most advantageous parts of zoning and grandfathered in under step up, but at the same time avoiding the requirements that would have existed at that time. Are -- and I'm sorry, because it's kind of -- if you want to get back to me later in the hearing totally fine, but my curiosity is just what would have been the density requirement at that time?

Hersh: Mr. Mayor, Council Woman Strader. So, that entire area, including the slot, were zoned R-8, so densities are three to eight units per acre.

Strader: Three to eight.

Hersh: Yes.

Strader: Thank you.

Simison: Anything you want to add?

Parsons: Mayor, Members of the Council, just a little bit more context. So, on this particular property -- so, if you -- if Stacy being -- had that aerial there. I can't see it on my screen, so I apologize, but if you see this particular property and, then, the three lot -- the common drive and the three lots to the east, that annexed in in 2005 as one big a lot. So, as part of that it was just one home on one lot the way you are seeing it and, then, in 2018 the previous owner subdivided even more and added the three lots and we went through a short plat process that this Council approved and now we are left with this even smaller piece that is in front of you tonight to even subdivide it even further. Stacy also looked at the density for Council tonight and I believe that Larkspur came in at about 4.75 dwelling units to the acre, so that it did fall well within that density range of three to eight as requested with the step up. I just -- we just wanted to give you that context that this is -- it was one lot, then, went to four lots and now this one lot is going to six lots. But it's still -- based on some of the discussion at the Commission hearing as well, these lots are fairly compatible to the adjacent lots around this development and we were able to verify that with the Commission as well. So, just at least wanted to let the Council know that as well.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Stacy, you made a comment I want to make sure that I heard it correctly, which is that the annexation element of tonight's application is because the city asked the applicant to annex that piece highway district land in with their application. Is that

what I heard correctly?

Hersh: Mr. Mayor, Councilman Cavener, that is a hundred percent correct. We wanted to clean up the map and they also needed it in the southwest corner to complete their configuration. So, their allotment -- the dimensional standards -- one of their lots. And so ACHD agreed with them to allow them to obtain that piece.

Cavener: Mr. Mayor, follow up.

Simison: Councilman Cavener.

Cavener: I think just kind of for me at least the crux of the issue -- if the Council were to recommend -- if the Council were to deny the annexation request, because the bulk of the land already has an annexation and zone that's been granted, they could build what is proposed. The only difference is we wouldn't clean up some of this highway district business. Is that -- is my reading of your staff report and your presentation accurate?

Hersh: Mr. Mayor, Councilman Cavener, so if you do not grant the annexation for that little piece -- that sliver, one of the lots will not meet the dimensional standards for the front yard or the garage layout, so I'm not sure if they are able to reorientate those -- that house to make it work or not.

Cavener: Okay.

Hersh: So, that's the main reason.

Simison: Maybe to ask that a different way, would they only be allowed, then, to do five lots potentially, if that was the case?

Hersh: Mr. Mayor, that would be correct. They would probably have to lose a lot, because they couldn't meet the dimensional standards of the R-8 zoning district.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: What is the ACHD property that's being annexed currently used for or is it just sitting there?

Hersh: Mr. Mayor, Council Woman Roberts. So, again, it was just -- it's just sitting there. As you will see it on the applicant's presentation, she blows it up nicely where everyone can actually get a look at what that -- we are talking about. It -- it's basically carved out as a roundabout, but was never made a roundabout. It's just a regular local road. So, there is just a piece that are sitting on people's properties that ACHD owned.

Little Roberts: Thank you.

Simison: Council, any additional questions for staff?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Sorry. Just one more. Help me understand the not proposing fencing. How -- does that violate our policy? I wasn't really clear on whether that's like a violation of our policies or if you are just noting that.

Hersh: Mr. Mayor, Council Woman Strader, I was just noting it. They didn't propose any, but if they do in the future with the building permits they need to meet the UDC code.

Strader: Okay. So, it was just noting that at that time they would have to. Got it. Thank you.

Simison: Council, any additional questions for staff? Would the applicant like to come forward. Good evening.

Koeckeritz: Good evening, Mayor, Council Members. Elizabeth Koeckeritz, with Givens Pursley. 601 Bannock. Am I controlling or -- all right. Good evening. My name is Elizabeth Koeckeritz. I am here on behalf of the applicant team tonight. I am land use counsel with Givens Pursley. Hear with me tonight is Julie Bingham, who is one half of the applicant team. It's just a husband and wife. But Bingham is a local vet in the area and so this is sort of their first foray into buying this in-fill lot and deciding to do something with it. They are the owners of the project. They are not career developers, but they felt like this was a great location and something that they wanted to look at doing. So, let's go right into it. Let's -- so, this is the vicinity map. This goes so fast for me. As you can see this really is surrounded by development by the City of Meridian on all sides, except for there is a small portion that's completely directly to the west that's completely -- that is still Ada county, but the Ada county piece is completely surrounded by Meridian. If you look here this is the exhibit -- this is the annexation. Rosalyn Subdivision is a replat of a portion of the San Gorgonio -- I think is maybe -- I have no idea how to pronounce it -- Subdivision. It was approved by the Meridian City Council in 2020. There is three homes to the direct east of this plat where it was made very clear on the plat that this was the -- sort of the original parcel, the original home is standing there. I don't know who carved it off, but the three homes were then built along the eastern boundary of it and this larger lot remained with the original home on it. The area highlighted in yellow is .01 acres, which is approximately 600 feet. It was the former ACHD right of way when this was intended to be a cul-de-sac that actually, I believe, didn't go at the time through out to the main street, but rather it dead ended. Right there was the intention, but that little portion was ACHD right of way that then has been -- now they went through -- the applicant went through the vacation process with ACHD, who was like we didn't even know that we owned this small portion, because

they have been taking care of it and it has been landscaped and it's just part of the streetscape there and so this was recently vacated and so, then, when you look at it what the city asked us to do, in addition to the 600 square feet, was also just to clean up the whole cul-de-sac area to make -- just to clean up these boundaries and annex the larger area into it. As mentioned, the main property was annexed into the city in 2005 and for unknown reasons the vacated property was not included in the annexation at the time, so that is why we are here today with the annexation request for that 600 acres. One other thing -- I actually want to backup, because I always start by thanking staff, because this truly, for being six lots, has gone rounds and rounds and rounds with coming in, meeting with Bill Nary, talking to staff, realizing we had to get ACHD for a vacation, coming back, meeting with staff, not realizing until the last minute that this tiny sliver had not been annexed, adding an annexation, having another neighborhood meeting, proposing attached dwelling units, meeting with the neighbors and, finally, settling on detached single family neighborhood and so we have worked really closely with Bill and Stacy and legal counsel and all sorts of people here to get to where we are. It was originally zoned -- annexed and zoned into the property going on to the bigger parcel as R-8. If you look at this parcel you can see that what's directly to the north, to the east and to the south is also zoned R-8 and this does meet all of the R-8 dimensional standards. This site is ideally situated for a small housing development. It does help meet the city's goal for housing. There is the sidewalk already existing along the road that was put in when the San Gorgonio Subdivision was originally approved in 2020. That's why there are no additional street improvements that are required to be made at this point in time. Based on the feedback, as I mentioned, originally there were seven lots proposed, including duplex or townhomes along the back, but that has been now reduced to just the three homes along the back, three in the front. There is fencing -- there currently exists fencing around the back of the property and also to the eastward abuts into those other three homes in the San Gorgonio Subdivision. There is fencing there and that fencing is intended to stay. There were discussions about using that hammerhead, then, as emergency access through. That started getting very complicated and so it's just been with this layout we can leave it as is with the fence right there. It meets multiple goals of the Comprehensive Plan, including that it's in-fill development, it's prioritizing the development of vacant and underdeveloped parcels. All your public facilities are available. There is -- the infrastructure is already in place and it does help support diverse housing throughout the city. I'm looking at the preliminary plat. It does qualify, because it is small. It qualifies for the preliminary and final plat process. The dimensions meet all city -- city code standards for the R-8 as set forth in the code. One note and comment to Council Woman Strader's comment is that with -- I don't believe if the annexation were denied if this exact plat could be approved. However, with a small shift over to the right of the private drive this -- a very similar plat could be approved that would be almost identical to what's being presented here, it just would be without that 600 square feet of annexed property. There is public financial capability to support the project. They will be paying all the required impact and other fees. There is property tax revenue coming from this. Overall it's not a burden on the city, it really fits in well with all of the surrounding project. The traffic impacts are so small that ACHD's comment letter said we have nothing. We did not receive a school letter. The schools here are Sienna, Victory and, then, Mountain View, which I do know



are some of your more crowded schools here. The final plat is in conformance with the preliminary plat. All the requirements for the UDC for a final plat and all the engineering, architectural and surveying and required standards -- everything is being met here. They are looking at doing a high quality site and architectural design that does complement the surrounding neighborhood. They have craftsman style architecture, front porch areas facing the street, complimentary landscaping and each home is actually -- they are looking at doing one and a half, which is -- stories, which is really primarily two and three bedrooms on the main floor with a bonus room upstairs and one of the things that the Bingham developed this for is they do have their older grandmother, they are looking at being able to live here in one of these units and not have to worry about stairs. Their sewer and water -- we just have some aerial pictures here. Sewer and water is available. In speaking with the trash collection they do -- because of how this hammerhead is made they will be able to go in and collect trash inside. The trash bins should not need to be all drug out to the street and, then, we just did receive approval for the location of the mailbox, which will be right at where the hammerhead comes in. The access and parking. It meets all of the requirements. There is two car garages, plus a parking apron for two cars for each one of these, for a total of four. So -- yeah. And with that we have reviewed the staff report and we are in agreement with all of the conditions of approval and so we are requesting approval for annexation and the combined preliminary and final plat and I will stand for any questions.

Simison: Thank you, Elizabeth. Council, questions? I will go and take a crack at questions, since I won't be voting tonight one way or the other. So, when you look at the -- what I thought I heard staff say was the -- while everything -- the surrounding is R-8, it's really about density of 5.96; is that correct? It was in the surrounding neighborhood. What? 4.75. You know, the fact that this isn't even on one acre -- again if you just -- if you just extrapolate the numbers -- I mean you are putting -- you are pretty much on a one -- eight homes per acre if you were to take this all the way up to an acre, compared to the surrounding, which seems a little -- more than the surrounding neighborhoods and I think if you use the three homes to the east, those three homes would almost take up this entire place where you have six, but if you use the four homes to the north you can fit those four and maybe one more. I guess my kind of just looking at round numbers and look at this -- five seems to be like the right size number based on the dimensional standards, based upon the surrounding area. Why would five not be a good fit for this location?

Koeckeritz: Mayor, that is a great question. One is because it actually -- it can have more and it does really nicely fit in -- one of the things when you are dealing with the density -- let me find this picture. Oh, I went past it. This is so twitchy. Is that you look at some of these other developments that came in much larger that have the roads going through them, that have public roads, they have got open space, things of that nature start taking away and making the density less, but if you were to just take this red square and slide it right up -- directly up, you would actually have one, two, three, four -- It looks like eight houses on there. So, it really is matching into really almost identical as to what is being directly to the north. There really is no difference in the density in

how it looks and feels, because this -- because of the small size of it it's not required to have those other amenities and things. It doesn't have the public road going through it. They wouldn't have been required in a larger development, but in this case when you just move that red square up, you can really see the size of the lot surrounding it and, then, all of those green numbers are all lot sizes that are 5,000 square feet or less surrounding it.

Simison: I would bet you lunch that it doesn't fit. It would be more than an acre for those eight straight above it. You could maybe in that -- in that direction get six, but if you want to put money on it, I will be happy to take the free lunch from you, because it won't fit. That's -- that's more than an acre on those other to get eight -- the next eight. It's wider and it's taller. But point being the four to the north are definitely a different size than the three to the east, which goes back to my point is you got a wide variety of product in this area that averages out to well below the dimensional standard. Really, if you proportionate it out, the six is close to eight per acre that you are -- that's what the number comes out to, compared to the rest of the -- everything around you, which is closer to five per acre. They have a lot more space to work to average that out, but, you know, setting a point -- I don't know if it's the -- just the .733 or plus the annexation puts it up the .738, but just -- just doing math -- math and looking at pictures, that's all I'm doing, and trying to understand that that -- the six, when you got to shoehorn a house in sideways, to me says, well, are we really doing what we would normally do on a project like this. On a cul-de-sac, yes. On stuff that's not a cul-de-sac it just seems a little awkward. Like we are trying to make something fit that doesn't really fit. I have said my piece. There is no -- you can respond if you want, but there is really no question, it's just a blanket comment for consideration.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Elizabeth, thanks for the presentation and especially -- I always appreciate when -- when staff asks for something you try to be responsive and so I think you have heard at least some initial deliberation there is some real challenges I think for some Members of the Council on this and so I assume you forecast that there was a little conversation about this at Planning and Zoning. Is your client seeking that annexation request. You are ambivalent to it? If -- if the request is granted that's great. If not, it's no big deal. Help me kind of understand your motivation around that.

Koeckeritz: Mayor Simison, Council Member Cavener, our client would like to have the property annexed, because it's actually -- I believe it's with -- inside their current fence and they have been taking care of it for years -- or for as many years as they have owned the property, which is just a couple of years. But also it helps square up the corners. I believe we still could come back with the dimensional standards for six on a pre-plat, that it would still work without this property, but it does make it easier by squaring that corner up.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I know we have got some public that are going to provide some testimony, so I'm just going to queue this up for you. I'm not going to be supportive of the annexation request with six units. So, I think that's a fair question for you to at least take back to your -- your client say one Council Member is not going to be supportive this way and that will give you guys some opportunity to discuss before you come back for closing comments. I know that some other Council Members who wants to share their thoughts, but just try to be fully transparent with you where I'm going to be sitting tonight.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Elizabeth, thanks for the presentation. Just in terms of the -- considering the -- I would say product type -- the types of homes being presented here, high marks for creativity, though, and fitting six units in a space like this. Would you -- can you just answer maybe two questions. Would you consider these almost like a patio home and what sort of the approximate square footage we are looking at. Because you mentioned stairs maybe for a bonus room only, but how would you sort of describe the type of home it is and kind of the square footage?

Koeckeritz: Mayor Simison, Council Member Taylor, I would -- they are very similar to a patio home and they are -- the estimated size is between 1,500 and 1,800 square feet. So, really just the single floor, a bonus room upstairs, something for newer couples, older retirees, a place that you can lock and go. I mean it's smaller yards. It's a really convenient in like the location there.

Taylor: Mr. Mayor, a quick follow up.

Simison: Councilman Taylor.

Taylor: Speaking of just sort of -- there is no fences between homes, is this going to be something where people would take care of their home or they would have a -- part of the HOA would take care of the home -- or the landscaping? What's the intent?

Koeckeritz: Mayor Simison, Council Member Taylor, I believe the intent is there will be an HOA, but I believe the intent is for the individuals to take care of their own homes. There will certainly be -- and there already is -- they do intend on fencing these units. No fencing plan was required as part of this application. So, none was provided. But there already is the standard -- the taller fence along the back and on the east and they will be doing some sort of lower sort of neighborhood friendly fence between these units.

Taylor: Between the units.

Simison: Council, any additional questions for the applicant? Thank you, Elizabeth. Mr. Clerk, who do we have signed up on this?

Johnson: I apologize if I mispronounce it. Jan Larrea.

Simison: Good evening. If you would, please, state your name and address for the record and you will be recognized for three minutes.

Larrea: Jan Larrea. 100 East Rosalyn Drive. I am the owner of the five acres to the west of this property and I am the one that has always mowed the cul-de-sac. That used to be a cul-de-sac. There was four houses on this road and that was the end of the cul-de-sac. It didn't go any further. I take care of it, because I mow all along the road along my pasture and now they are talking about not putting a fence between them and my pasture. So, they are going to have a barbed wire fence and electric fence on most of the houses there. It's too dense. I don't care if people want to build stuff on their property, but this is just too many houses. It will fit four houses or three houses real nicely and they will still come out ahead and that's -- and I had to give him permission to even annex that, because I own all that other property and you are setting the precedence. I have five acres across the street. There is five acres undeveloped. We are Ada county. So, when I die and the kids get the property they can put 30 houses there. Five times, you know, six. So, you are kind of setting the precedence. I think it's a poor one for that area. That is not the kind of area that we want. That's it. Any questions?

Simison: Council --

Larrea: And the sidewalk was there from 2005 when Ron did all of the development behind there. I have been there since '75.

Simison: Council -- I think we do have a question for you, Jan. Councilman Overton.

Overton: Thank you, Jan.

Larrea: You are welcome.

Overton: I have lived here since '77 and I remember the Larrea family living on Rosalyn Drive since then. Since 1975.

Larrea: Right.

Overton: That is still an unapproved road; correct?

Larrea: Correct.

Overton: No gutters. No sidewalks.

Larrea: No.

Overton: No streetlights.

Larrea: No.

Overton: All the way from where this project would be all the way to Meridian Road.

Larrea: Correct. That's my land.

Overton: And did you just state that you would be more open to a development that was either three or four houses?

Larrea: I would. They have a right to do with their property. I mean everybody wants that; right? They have a right to do that. I don't want to stop that. This is just too much. It's too much for the neighborhood. Put it down to three or four.

Overton: Thank you, Jan.

Larrea: You're welcome.

Simison: Thank you.

Johnson: Mr. Mayor, Ken Freeze. Mr. Mayor, Ken is representing an HOA.

Freeze: Good evening, Mr. Mayor, Council Members. I'm speaking on behalf of the -- and Lord help me trying to pronounce it -- the San Gorgonio HOA. That's about as close as I can get. I do have a PowerPoint to present to you that I'm going to contradict a lot that was said here. Can we get that up there? Thank you. So, I think this -- this current project as it's laid out is bad for a number of reasons. One, the development is not in line with Meridian's own Comprehensive Plan and future use -- land use. Too many units for the current zoning and it's out of character with the street -- with a street. Now, I have heard a lot about the Comprehensive Plan. I have read a lot of -- a lot of it and, you know, it sort of strikes me that it was talking about it's an effective vision and source document for the general public. We all want Meridian to be a premier place to live. I think everybody wants that and a key component for the Comprehensive Plan and the development that occurs is the future land use map. Now, we have already seen it, here it is again. X marks the spot where 200 Rosalyn is. Future land use -- future land use has this is low density and if you look right now these lots basically match that zoning. These lots are all large lots. So, lots right directly across the street. They are putting another high density housing, trying to put as many as you can cram into a piece of property is not going to fit. That's actually a step backwards for the plan. Medium high density. I was looking at some of our neighbors, Ada county R-8, lot size minimum is 5,000 square feet. Eagle is 5,000 square feet. Nampa has a -- kind of a hybrid. It's an 8.5. It's 8,500 square feet. And Boise jumps from 9,000 square feet for a

home down to 3,500 feet for condos. Why -- why did Meridian opt for 4,000 square feet? Well, you know, it gives developers some more options. I'm sure you have seen a lot of plans come across here -- there are some weird shaped properties and they have some weird things going across them and trying to get that worked in with eight units per acre can be a real challenge. Here is a plan that was approved -- let's see. It was last year I believe and if you look there you will see that minimum lot size is 4,300 square feet, but the average lot size is over 6,000 square feet. Right there. It's 6,000 square feet. Now, this is going to be put -- assuming that you approve the annexation -- .733 acres, with each one having, according to the code, a minimum of 4,000 square feet. I -- I believe -- and granted this isn't chiseled any place -- that the use of the 4,000 square foot lots in a lot that's less than an acre is really kind of an abuse of that 4,000 square foot when you look around and see everybody else has got 5,000 square foot. I think it's very appropriate for a larger development of several acres, especially when they are a weird shape, but I don't think it's appropriate in this particular project. If you look on the street, all these homes in green are over 5,000 and most of them are over 6,000 and the three lots that are directly across the street vary from 12,000 to 16,000 square feet. So, trying to cram high density housing in that lot on this street I think is the wrong place to do it. The other thing they have is this hammerhead, which I think is a real safety issue and what I would propose for, again, safety, for fire, emergency vehicle, is that they put three homes on that property. This gives adequate space for homes, for backyards, for front yards. It becomes a -- much easier for the Fire Department to access, for emergency vehicles to access. Don't have to worry about a fire taking place and somebody had parked on that hammerhead, which I have to wonder who is going to keep that hammerhead policed to make sure there is no parking on it 24/7, because that's what it's going to take if you want to get an emergency vehicle in there at 3:00 a.m. in the morning. I think this system here of three homes will be much better. You can see it practically mimics the property lines directly across the street from it. I think three homes on this street would fit in very nicely. It would -- it would add to the street and it wouldn't be another one of these -- let's see how many homes we can cram into a lot type of development. The HOA is not against the development. Six homes just -- it's just -- just too many. Too dense. We would not be opposed to fewer homes as I showed. I think three homes fits in there very nicely and it's very appropriate for the neighborhood. Fewer homes that fit into the surrounding homes would really be a nice addition to the neighborhood. During this whole process I have talked to a lot of people in the neighborhood and I assured them that their voices will be heard. However, this is some of the comments I got from a lot of people. Can't fight city hall. It's useless to try to do anything. The city only listens to developers. I really hope that that is not the case tonight. Thank you.

Overton: Mr. Mayor?

Freeze: Do you have any questions for me?

Simison: You are going to probably have questions. Councilman Overton.

Overton: Ken.

Freeze: Yes. Yes.

Overton: I have stood where you are standing for my HOA multiple times before I ever got on this Council and I have always found previous councils to listen to what people had to say.

Freeze: That's what I have been telling people.

Overton: Okay. I just want to make sure I have that --

Freeze: I -- I have come to a lot of Council meetings. I -- I hear what goes on and I was assuring them, look, let the Council -- write your letters. They will listen.

Overton: And, Ken, can I also assume that the number of homes that you would like to see on that lot is three homes?

Freeze: Yeah. I think -- I think three would be very nice there.

Overton: Thank you, sir.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Ken, we always think folks who represent HOAs. It's a hard gig. I also just want to appreciate your role on HPC and you have been vocal on some stuff with that as well. So, you have spent a lot of time at City Hall and I appreciate you kind of share both sides as you meet with the public. Ken, has the -- has the HOA discussed if they would want this proposed development if approved to be part of your existing HOA or has the homeowners association said we want them to be their own separate HOA?

Freeze: The homeowners association hasn't expressed that either way. Right now Amy Wessel, who is the president, she does everything. They don't have a -- a service or anything like that and she's trying to save money and it's just -- it's just the three homes that are -- that are there now. Personally I think they could get some synergy by adding three more homes to it. I'm not sure Amy would want to do that. Unfortunately, she couldn't be here tonight. She got tied up with work. It would be easy to just turn around and ask her about that, because she -- she really is the HOA.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thanks. So, Ken, because -- because you have been to a lot of these meetings -- I know you have been involved in our community is kind of maybe why I'm

asking a more direct question, which is this property is -- already received its annexation and zoning. They have entitled rights to develop within the zoning that's already been applied to them. Really the big discussion for the Council tonight is this small strip of land that's being proposed for an annexation. Help me understand -- I mean what I'm hearing from you is opposition to the totality of the development.

Freeze: Correct.

Cavener: So, somewhat that decision has already been addressed. We have got a plat that's before us and there is limited basis for denial of a plat. So, again, it's back to this small strip of land that's an annexation request. So, does the HOA have an opinion about where the Council should be on that -- on really what is the decision before us, which is approve or deny the small tenth of an acre annexation request?

Freeze: Well, I would say if it prevents six homes from being built there, then, yes, we would be against it. But you are right on one level. They do have a right to build there. But you as a Council have a responsibility to the people of the city to make sure that it's all done responsibly and I think six homes on this piece of property in this area is not a responsible option. I think three homes, as I -- as I showed would -- would fit in very nicely there and I think they could still make their profit, because that's -- that's what this is all about and I don't blame -- I don't blame people for wanting to make money. We all need to make money. I just want something to be done responsibly, that fits right with a neighborhood and the neighborhood being that street.

Cavener: Thank you, Ken.

Freeze: Thank you. Anything else?

Simison: Thank you very much.

Freeze: Thank you.

Simison: Mr. Clerk, anyone else signed up?

Johnson: That was everyone who signed up.

Simison: Okay. Is there anybody else present who would like to provide testimony on this item, either in the audience or online? If you are online use raise your hand feature. If you are in the audience if you want to come forward. Okay. Seeing no one raising their hand or coming forward, would the applicant like to come forward for any final remarks.

Koeckeritz: Mayor, City Council, Elizabeth Koeckeritz. Givens Pursley. So, I have had an opportunity to speak with the applicant and at this point in time we do want to go forward with the annexation. That's something that they had worked very closely with the city on based on the dimensional standards with or without that portion. It will just



require a simple lot line adjustment on the northern boundary of that corner lot is what it looks like and they would still be able to get the six lots on this subdivision, which is what they are really looking at doing. They originally had looked at seven lots. They had had to detach -- they have had attached homes. They have made some real concessions based on working with the neighbors, talking more to the city, because it did actually work with -- there is enough property here to get seven lots that all meet the dimensional standards on this piece of property. At this point in time it is a good little in-fill development. The services are all available to the development and so we are asking for approval of the annexation and the preliminary plat at this time. Preliminary and final plat. I will stand for any more questions.

Simison: Council, additional questions for the applicant?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thanks, Elizabeth. So, it sounded like this is your client's first development in the City of Meridian. I guess just to share some perspective, you could legally move forward without annexing that piece of property, so you are right. However, I would personally encourage you to think about being a good neighbor as part of your consideration and think about a continuance to evaluate whether you could make it work with five units. You know, it's a partnership and the city and developers and neighbors have all been partnering together for a long time. The most successful developers that I have seen long term in the City of Meridian do try to make these compromises to get a better outcome for everybody. I think that we get a much better outcome for everybody when we try to seek that kind of compromise. So, that's just a piece of perspective. You know, again, you could certainly try to move forward without that annexation of that little piece and see if you can manage to fit six lots. You might be able to and you might not. I don't have a piece of graph paper to sit here with you to evaluate whether that's possible. I do feel like on the one hand this was annexed, that that decision was made. On the other hand, it's been a long time and we have changed the direction that we are going as a city since before I think you got involved here. With our Comprehensive Plan update we no longer allow step ups in density. So, there has been a big change in philosophy in the City of Meridian and how we approach these properties. If this was a brand new annexation for me I would really struggle with approving it and I do feel like we have a little bit of opportunity to make a decision here and, unfortunately, for the neighbors -- and they need to understand that the outcome could be -- if there was a denial it's very possible that the developer will simply try to push forward. They may very well find a way to fit those six lots under what is legally allowed, but I do agree that at the end of the day the citizens of Meridian need to rely on their City Council to make the best decisions holistically for the city and I don't feel like this is an appropriate transition for the surrounding neighborhood. The math that I am doing -- I know Councilman Cavener is doing on his phone -- works out to be over eight units per acre. That's kind of what I'm struggling with. You know, I feel like you are getting some of the benefit of the previous zoning and Comprehensive Plan, but maybe

not owning all of the restrictions that would have come with it at that time. So, that's just some feedback. You know, I'm likely a no tonight and I am sad about that, because I would hope that, you know, you might seek a continuance and you might find a way to change your business plan a little bit and come back and be successful with everybody kind of in partnership. So, that's just some feedback.

Koeckeritz: Mayor, Council Member Strader, based on that feedback and Councilman Cavener's, we would request a continuance just for a few weeks just so that we can talk with the whole client team versus just part of it being here.

Simison: Okay. Do we have a time frame from which we want to look at that? Two weeks? Three weeks?

Koeckeritz: Do you mind if I grab my phone?

Simison: Not at all.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: While the applicant's doing that I would still like to get some more comments on the record tonight before that continuance.

Simison: Well, why don't you go ahead and make some great comments.

Overton: Mr. Mayor, I'm kind of looking at this a little bit differently I think than most of the folks tonight. Maybe similar to some of the residents on Rosalyn. But one of the things that was very important to me when I came onto this Council was traffic safety and transportation and I just cannot in good conscience approve a development that's going to be an R-8, that's going to be driving on low density residential roads out to Meridian Road. There just -- for bicycles and pedestrians there is not a sidewalk, there is not a streetlight, there is no safe way for them to get down that roadway and yet we are here tonight being asked to approve that. You are going to use a low density residential road -- I think we have heard it loud and clear. I think it needs to be built to low density residential lots. We have heard from the residents close that they would go with three or even four and I think that's as much as I would ever get a yes vote for on this project.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Just a question that came up to me for our Fire Department. Mr. Bongiorno, when I'm looking at this hammerhead and, Elizabeth, maybe you can help answer this question. So, the -- the way that this common driveway is I'm kind of concerned about

that public safety access in there a little bit and the reason I say that is I know there is a two car garage and, then, there is a parking apron for four cars, but I have a two car garage and there is no cars in it. I have got two cars. I got a third car that I just bought for my teenage daughter. And I got a 15 year old doing driver's ed who is going other directions with sports. I'm thinking there is going to be four cars there really quickly. Next to it my neighbor has got five cars. Street allows it, but it gets pretty crowded. But I also live -- right across the road are a lot of patio homes and there has been -- the fire department in that community every few months -- there is elderly people there and so as I'm looking at the product type, maybe might find more elderly people occasionally in a smaller location, but did you -- did the department look at that and have you considered sort of that access in there? Because there is three homes that you have to access through this drive where there could be -- you know, it doesn't look too big and if you have cars on each side can you stick a fire truck down that? I'm actually kind of concerned. But have you looked at that and what would you -- how would your response be to that?

Bongiorno: Mr. Mayor, Councilman Taylor, so the gentleman that spoke earlier about the hammerhead is correct. You cannot park on it. Period. It would be considered a fire lane.

Taylor: On the access from Rosalyn you cannot park on that?

Bongiorno: No, you cannot. That is fire lane.

Taylor: Okay.

Bongiorno: So, it would be for fire, police and EMS to access the houses into the back. So, that's why I was kind of chuckling to myself when I saw the renderings, because it showed cars parked on there and that's a no no. So, they would be signed no parking fire lane. I had messaged Stacy to tell her, hey, by the way, make sure that they sign that no parking fire lane, because they can't park on it. Because that's one of my -- when I became the fire marshal seven or eight years ago or however long it's been, that's what I all of a sudden became is the parking guy and -- and the problems that we have is people don't put cars in their garages anymore. They put junk in their garages and their stuff. So, we -- if you have five cars -- okay? I was in your same boat. I had two teenage daughters and so we had five cars. It doesn't work. The math doesn't work. Two in, two out, plus a third -- where are you going to put them? And that's always a concern for me with some of these bigger projects to make sure that we have adequate parking and, then, you throw a holiday in there, now you have grandma, auntie, whoever coming over to visit, where are they going to park? Well, they are going to park right on the -- in the hammerhead where it's not allowed and so to answer your question again about who is going to police that, it's going to be the HOA is going to have to police it and, unfortunately, our police officers -- Lieutenant Harper here is going to have to stick somebody on them, because if it is posted no parking fire lane, we can ticket against it. There you go. So, very much of a concern. Hammerheads, common driveways, are always a problem, because as soon as they see common

driveway, the person that buys those houses that's now automatically their boat parking area. It -- they don't realize that, no, that's for fire, police and EMS and so it -- I don't like them, because they turn into parking places.

Taylor: Yeah. And I think that's -- I appreciate you clarifying that, because that was kind of a missing piece for me. Maybe I will just add some of my thinking, so as you are -- the continuance for a few weeks. I look at this -- there are some things I like and there is some things I'm concerned about. You know, you have checked all the boxes in terms of what you are allowed to do. So, there is no real legitimate reason to say you can't have that. I liked that they are smaller product, like smaller homes. I think that's beneficial. You know, the price point would reasonably be less than maybe some of the surrounding homes. I think that helps add some diversity. But I do think the public safety component of it really does concern me. I think -- like I said, I have -- I have some -- my neighbors are some patio style homes. Now, we have good access, it's not a problem, but, you know, just this week my elderly neighbor, the fire department had to come and help her out, take care of her. If those back three homes -- you know that common driveway is going to have people parking on it and so I actually think there is a really legitimate public safety concern for people who live in the back. So, I would probably -- my thinking is that -- I actually share my council member's concern about the density here and I'm especially concerned about the public safety at the back. It seems to be a bit of a challenge. Otherwise, I -- you know, a lot of it like I really like, but I am concerned about that as well.

Simison: Thank you. Council, any additional comments?

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Elizabeth, thank you so much for requesting the continuance. I hope that that will really give you and your team an opportunity to take in all that we have considered and I realize that you have stayed within the parameters, but I don't feel in this case it's the best fit after what we have seen, what's around it, especially five acres, that doesn't seem like it's going to change anytime soon. It just seemed like this area, especially with the concern of parking and density and the hammerhead, just seems like it's not a good fit and I hope that you can come back with something that works for everyone, because I think that we would like to see that little sliver annexed in and have something as a whole that fits more into that community area.

Simison: Okay. And, Council, I know you have been -- Councilman Cavener, you have been talking to the Clerk, you know, to share dates.

Cavener: Thank you, Mr. Mayor. It's like you are reading my mind this evening. So, Elizabeth, three dates for you to maybe look at. Both the 23rd and 7th are our next two Council meetings. Want to be upfront. Those are somewhat already full agenda items, although, depending on where you come back this may be relatively quick, it may take a

while, so I will leave that to you. The other option is the 14th, which is currently wide open.

Koeckeritz: Of May.

Cavener: Of May. Yes, ma'am.

Koeckeritz: So, I know I can't do the 23rd. I have a hearing that night. The 6th is -- we will take the May day.

Cavener: May 7th or May the 14th? And, Mr. Mayor, I see -- I see Bill reaching for his mic. I want to be sensitive to vacation requests of our staff as well. As much as they love this, they also want to spend time with their friends and family.

Parsons: We love spending time with Mayor and Council. It's always a pleasure. But I do appreciate the discussion tonight, but I do want to close the loop on a few topics that were brought up this evening. One was setting a precedent. We are not -- we are not setting a precedent.

Simison: Bill, can we get the dates before we --

Parsons: I just want to just -- yes, please do that and, then, we will -- but the dates are fine for staff, too.

Simison: Thank you.

Koeckeritz: May 14th.

Cavener: May 14th. Okay. That's good to know. And, Mr. Mayor, a couple of thoughts and I think staff's got some things to wrap up and so, Elizabeth, thanks for that request and -- and I want to thank the Bingham's -- I know they are sitting back -- making an assumption. I try not to make assumption. Ms. Bingham sitting back there. As I have kind of tried to look at this issue and our role is somewhat to be fair and I certainly can appreciate if a -- if a resident looks at our future land use map, sees low density and if you are someone who wants to invest in real estate and do development and you see R-8, this application -- you can come to the same conclusions looking at -- at this particular piece of dirt. So, I don't fault the applicant for trying to do what they believe could be accomplished within the zoning. I don't fault our neighbors for saying, hey, that -- that's too heavy handed here and I think that's ultimately our role as Council is to listen to both sides, look at the map, look at zoning, what's been entitled and make a decision about what is best for our community, because from everything I have read about Bingham's they care about our community just as much as the neighbors that are going to live next to it and I think have that desire to get it right, not just for them, but for the people that are going to be living in these homes as well. So, that's -- that's my two cents. Mr. Mayor, I think staff did have a couple of clarifications they wanted to make before I will make a motion.

Simison: Mr. Parsons.

Parsons: Thank you. Appreciate that, Mayor and Members of the Council. Just -- just clarify the record. I mean the Council would not be setting a precedence here. As we mentioned in our presentation to the Council, this was afforded R-8 based on a previous comp plan. So, we have already established zoning is in place. In the case of the adjacent county acreage, they are LDR or low density residential. If they want to do something similar they have to go through a Comprehensive Plan map amendment. So, there is another level of review in order to get to that three to eight, because -- or those properties are going to develop at three or less and I imagine with them being fronted on Meridian Road I don't anticipate they are coming in with LDR. Someone is going to probably do something different on that, given the transportation corridor. Councilman Overton, I appreciate those comments on the roadway. I think staff and the Commission were tasked with when zoning is in place -- I think Councilman Cavener hit on it, too. We are looking at does it comply with the zoning code. With us already granting that zoning, the comp plan kind of loses some of the weight in the discussion and we have to focus on does this meet the code and that's what we have done and I believe that's -- and that is what the Commission has done. So, I wanted to put that in context. To Councilman Cavener's request, what if we denied the annexation. I would strongly urge against that as well and the only reason is we should have annexed that right of way when it all came in in 2005 and we missed that opportunity. The Bingham's have purchase that property. So, essentially, if we do not annex that in we are going to have a small enclave in the county that we may never get in the city and we don't want to create that and the Comprehensive Plan does not support that. So, we have got to be -- we got to tread a little lightly when we make that decision, but you are absolutely right, if that was pulled and they could still meet the dimensional standards, we would still have to support the project. So, I just at least wanted to let you contemplate that as we go through the continuation process with the applicant and I do appreciate the time. Thank you.

Simison: It may maybe just for one -- couple items, because -- so, on that -- when these are considered, can they be split out or is it one land use decision by Council in the future date? The annexation versus the preliminary and final plat.

Nary: Mr. Mayor, Members of the Council, I mean it's one application, so it really -- at this juncture we couldn't split it out and if you -- if you were to deny the annexation -- I think the problem you have on this one is it doesn't fit. The plat won't fit anymore. I think what Ms. Koeckeritz has said is they would, then, redraw it without that in it and so --

Simison: I guess if Council chooses to deny in the future, we could come back with a friendly annexation and do a city-initiated annexation for that piece of property to -- we can't do that?

Parsons: Mayor, Members of the Council, the Bingham's own that piece of property.

They went through ACHD and bought it and purchased it, so they -- clearly they own that sliver now.

Simison: Well, yeah, I mean -- but we could still go through and annex them for them outside of the application process. It's less than five acres. They could do a city-initiated annexation to bring it in. I'm just trying to get to the -- get the Council to the point moving forward. Hopefully it doesn't come to a point where they don't have to decide to vote yes on something that they don't want to, because of annexing a small piece of property, which we have another mechanism to do if it's that important. That's all I'm saying. We can talk about that offline. But my understanding of the law is we -- we could do that. Maybe, Elizabeth, you did agree or disagree, but we don't need to worry about that now. Just trying to set the framework, so -- so, with that do I have a motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener into his microphone.

Cavener: Dean appreciates that. Mr. Mayor, I move we continue Item 5, application H-2023-0056 to May the 14th.

Overton: Second.

Simison: Have a motion and a second to continue the public hearing to May 14. Is there any discussion on the motion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is continued until the 14th. Thank you.

MOTION CARRIED: ALL AYES.

**EXECUTIVE SESSION per Idaho Code 74-206(1)(d): To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code**

Simison: Council, next up is Executive Session.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move we go into Executive Session pursuant to Idaho State Code 74-206(1)(d).

Overton: Second.

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

Roll Call: Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea.

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

MOTION CARRIED: ALL AYES.

EXECUTIVE SESSION: (8:00 p.m. to 8:34 p.m.)

(Motion to come out of Executive Session: Cavener. 2nd by Little Roberts.)

MEETING ADJOURNED AT 8:35 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

\_\_\_\_\_  
MAYOR ROBERT SIMISON

\_\_\_\_\_  
DATE APPROVED

ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK





## AGENDA ITEM

**ITEM TOPIC:** Movado Village Subdivision Sanitary Sewer and Water Main Easement No. 1  
(ESMT-2024-0035)

Project Name or Subdivision Name:

Movado Village Subdivision

Sanitary Sewer & Water Main Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information

For Internal Use Only

Record Number: ESMT-2024-0035

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this 23rd day of April 20 24 between Meridian Movado Village Investors, LP / C4 Investments 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.



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On March 26, 2024 before me, Debbi Turnbow, Notary Public

Date

Here, Insert Name and Title of the Officer

personally appeared Peter Leonard  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debbi Turnbow

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

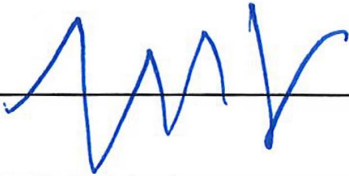
Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

GRANTOR: C4 Investments LLC

  
\_\_\_\_\_

STATE OF IDAHO )

) ss

County of Ada )

This record was acknowledged before me on April 8, 2024 (date) by

Jim Conger (name of individual), [complete the following if signing in a

*Representative capacity, or strike the following if signing in an individual capacity]* on

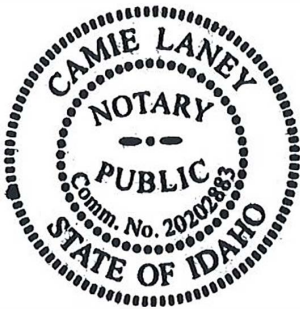
behalf of C4 Investments LLC (name of entity on behalf of whom record was

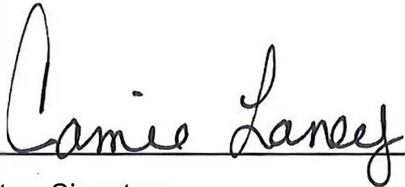
Executed), in the following representative capacity: member

(type of

Authority such as officer of trustee)

Notary Stamp Below





Notary Signature

My Commission Expires: 8-3-2026

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor    4-23-2024

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk    4-23-2024

STATE OF IDAHO, )

: ss.

County of Ada    )

This record was acknowledged before me on 4-23-2024 (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 Stamp Below

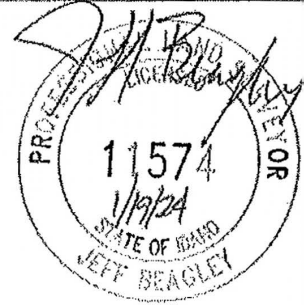
\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617



### 32-Foot City of Meridian Utility Easement Legal Description

**BASIS OF BEARING** is South 89°13'35" East, between brass cap marking the N1/4 corner of Section 21 and an aluminum cap marking the northeast corner of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho.

An easement located in the NW1/4 of the NE1/4 of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, more particularly as follows:

**COMMENCING** at the N1/4 corner of said Section 21;

Thence South 89°13'35" East, coincident with the north line of said NW1/4 of the NE1/4, a distance of 703.00 feet;

Thence South 00°11'04" West, 56.00 feet to the southerly right of way of E. Overland Road, marked by a 5/8" rebar/cap PLS 11574;

Thence continuing South 00°11'04" West, coincident with the east boundary of Movado Apartments Subdivision, as shown in Book 119 of Plats, at Page 18449-18452, Ada County Records, 141.35 feet to the **POINT OF BEGINNING**;

Thence South 89°50'39" East, 19.80 feet;

Thence South 00°46'25" West, 16.28 feet;

Thence South 89°13'35" East, parallel with said north line, 310.56 feet;

Thence North 71°29'32" East, 41.13 feet to the beginning of a non-tangent curve to the left;

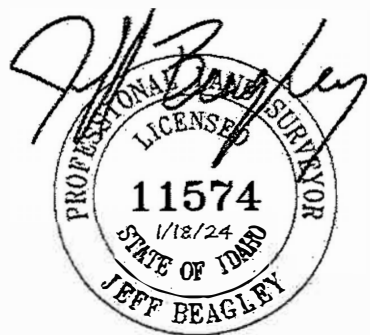
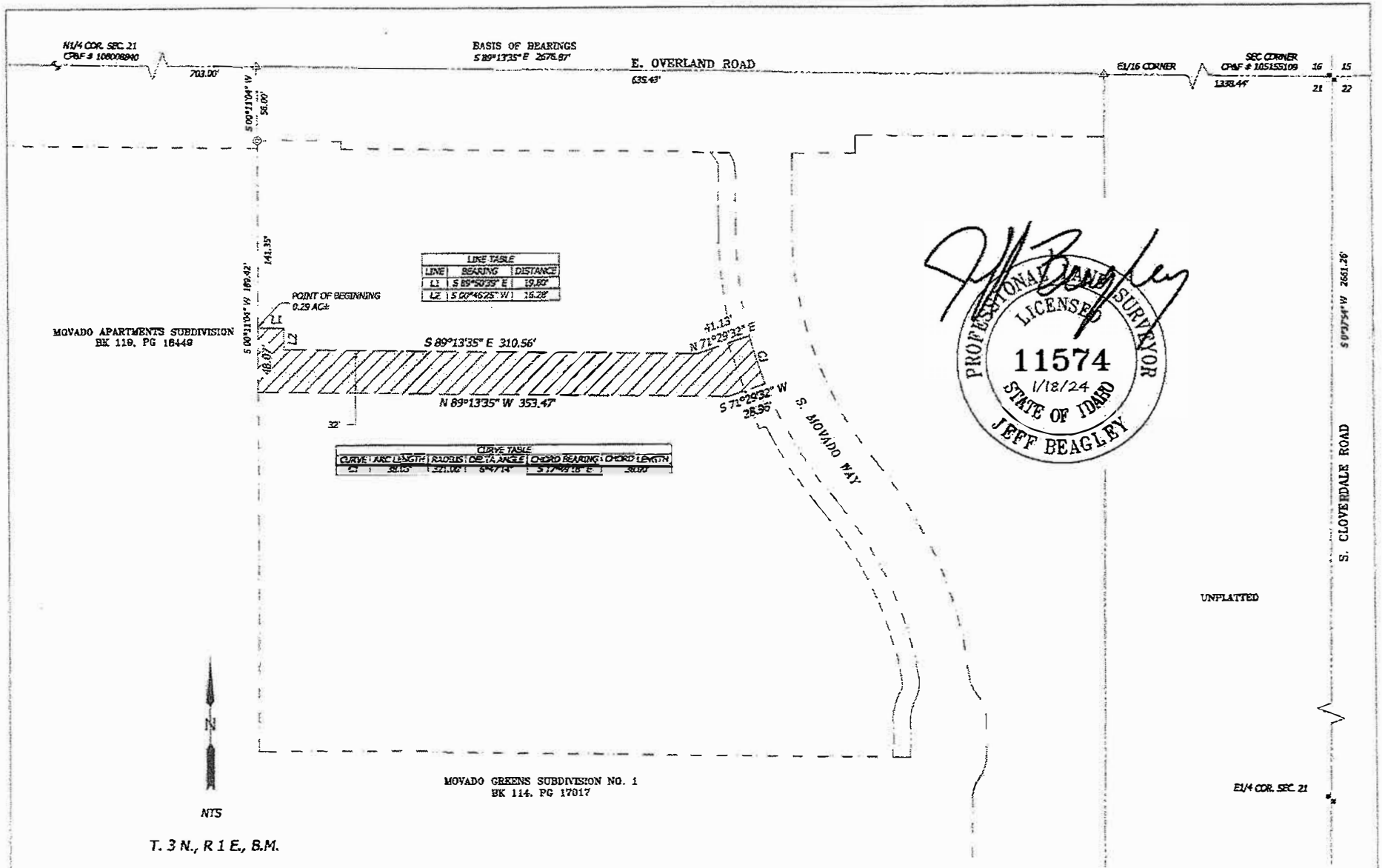
Thence 38.03 feet along the arc of said curve, having a radius of 321.00 feet, with a central angle of 6°47'14", subtended by a chord bearing South 17°49'18" East, 38.00 feet;


Thence South 71°29'32" West, 28.96 feet;

Thence North 89°13'35" West, parallel with said north line, 353.47 feet to said east boundary;

Thence North 00°11'04" East, coincident with said east boundary, 48.07 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.29 acres, more or less.



<p>PROJECT: 32-FOOT CITY OF MERIDIAN UTILITY EASEMENT NW1/4 OF THE NE1/4 SECTION 21 CITY OF MERIDIAN, ADA COUNTY, IDAHO</p>	<p>OWNER/DEVELOPER:  BRECKON LAND DESIGN</p> <p>DATE: 1/2024</p>	 <p>2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105</p> <p>WWW.SAWTOOTHLS.COM</p>	<p>DWG # 121341-EX</p> <p>PROJECT# 121341</p> <p>SHEET 1 OF 1</p>
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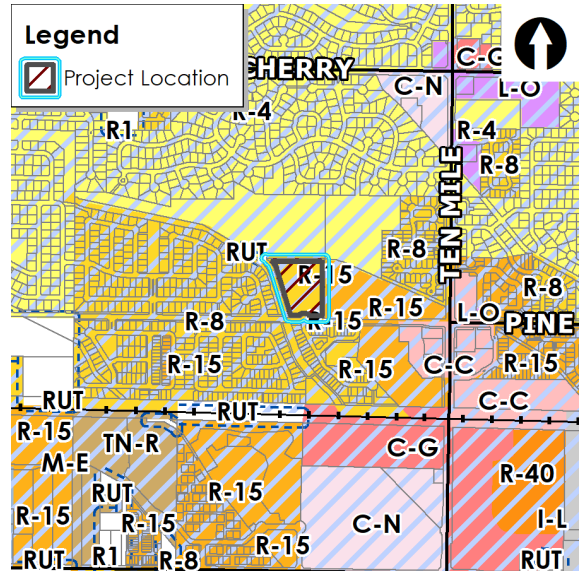
## AGENDA ITEM

**ITEM TOPIC:** Final Plat for Foxcroft Subdivision No. 3 (FP-2023-0032), by Kent Brown Planning Services, located at 3720 W. Pine Ave. (Phase 3)

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 4/23/2024  
TO: Mayor & City Council  
FROM: Stacy Hersh, Associate Planner  
208-884-5533  
SUBJECT: Foxcroft No. 3 FP  
FP-2023-0032  
LOCATION: Phase 3 is located at 3720 W. Pine Avenue, in the SE 1/4 of the NE 1/4 of Section 10, Township 3N, Range 1W.



**I. PROJECT DESCRIPTION**

Final Plat consisting of 30 residential building lots and 12 common lots on approximately 8.072 acres of land in the R-8 zoning district, by Kent Brown Planning.

**II. APPLICANT INFORMATION**

A. Owner:

Corey Barton, Viper Investments – 1977 E. Overland Road, Meridian, ID 83642

B. Applicant Representative:

Kent Brown, Kent Brown Planning – 3161 E. Springwood Drive, Meridian, ID 83642

**III. STAFF ANALYSIS**

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2020-0113) and associated conditions of approval as required by UDC 11-6B-3C.2. There are two (2) more building lots depicted on the proposed final plat compared to the number indicated on the approved preliminary plat (32). However, the proposed final plat for Phase 2 depicted eight (8) fewer buildable lots compared to the number indicated on the approved preliminary plat.

Additionally, there was one (1) less lot in Phase 1 than originally planned. The submitted final plat depicts the required street buffers and pathways as required by the Development Agreement (Inst. # 2021-126693) and the same amount of common open space as previously approved.

Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

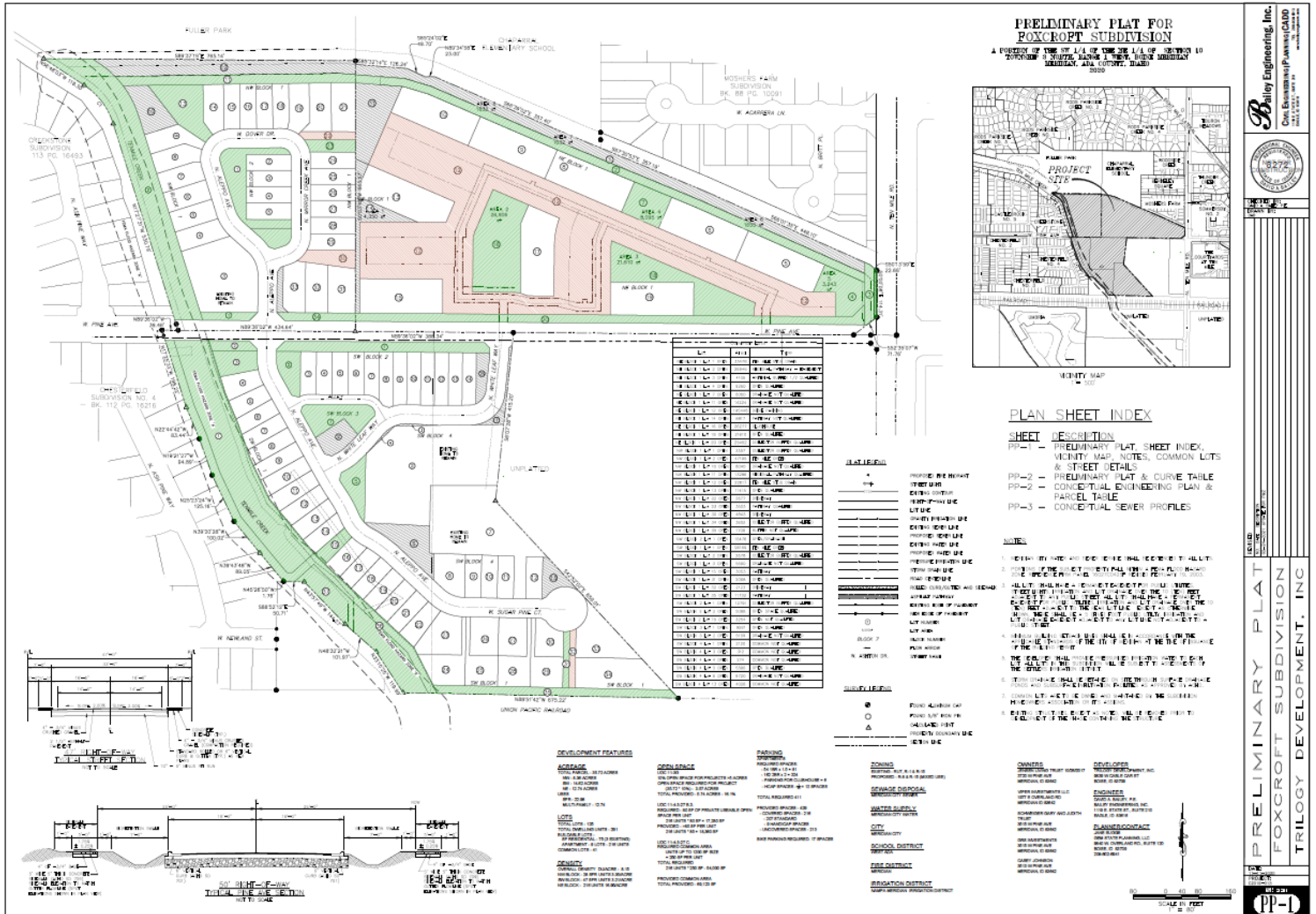
# IV. DECISION

## A. Staff:

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

# V. EXHIBITS

## A. Preliminary Plat (dated: February 2021)

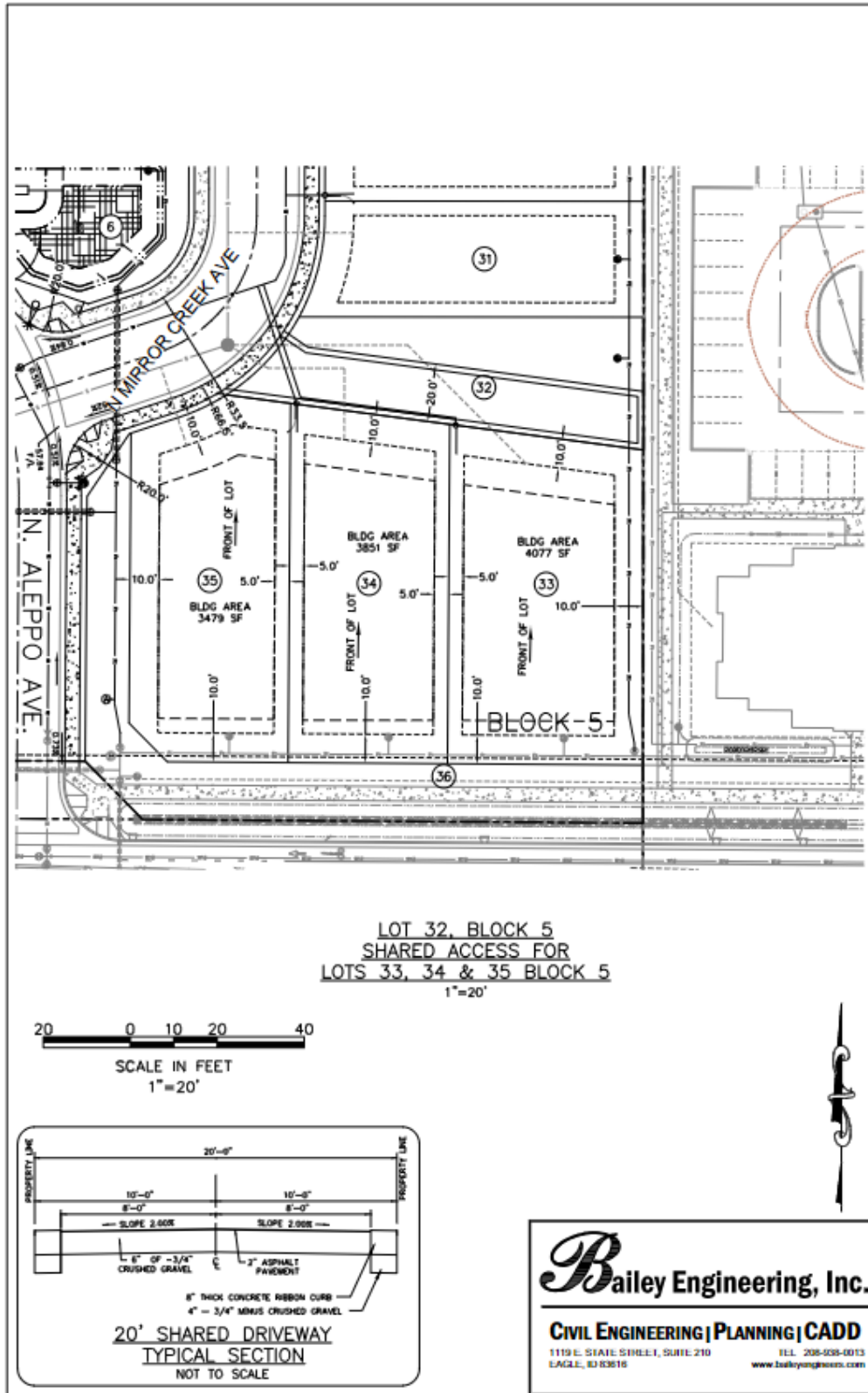


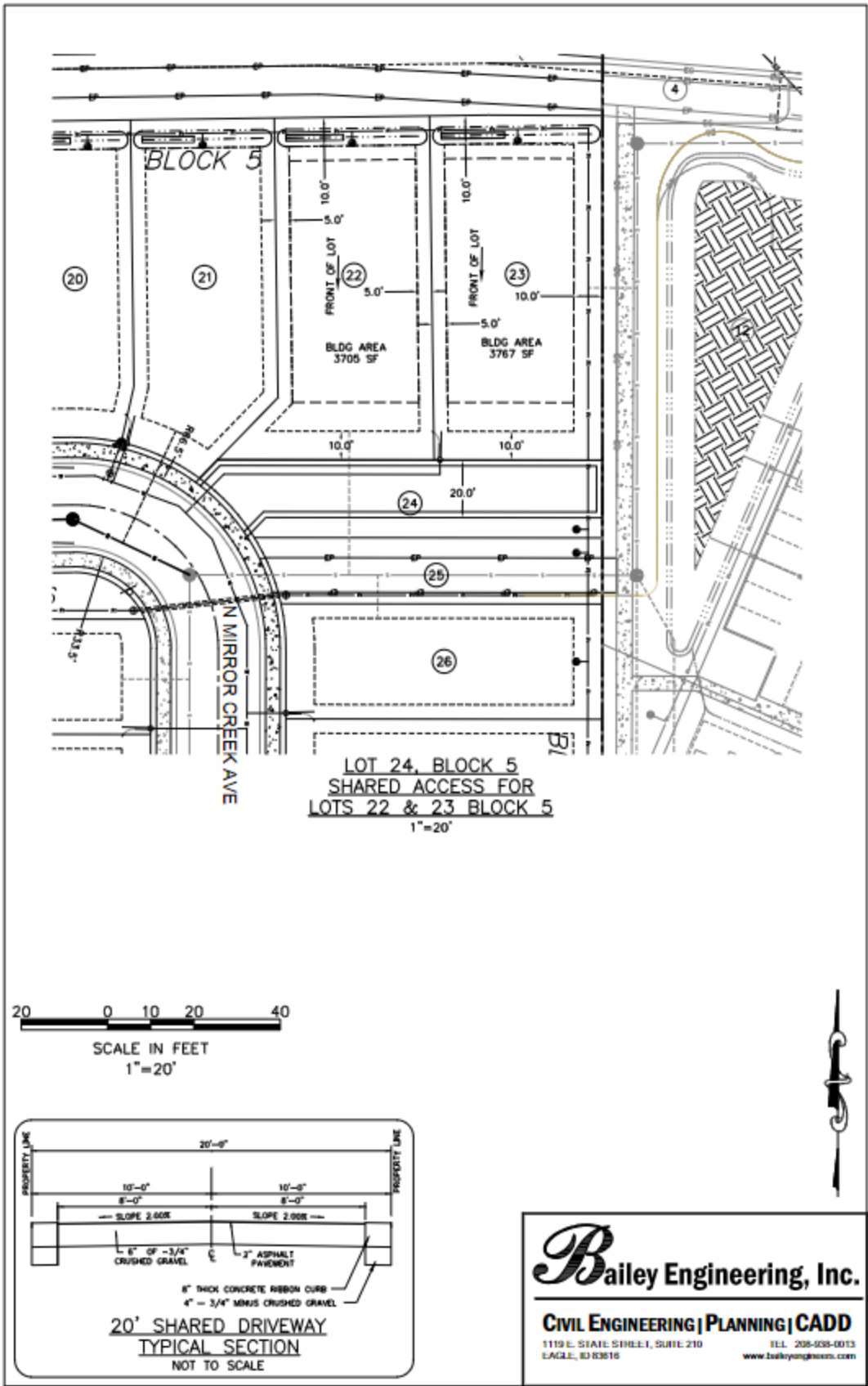






D. Common Driveway Exhibits





## 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: H-2020-0113 (DA Inst. #2021-126693); A-2022-0088 (Foxcroft No. 1 Pathway ALT); FP-2021-0049; A-2022-0184 (CZC and DES); A-2022-0224 (Foxcroft No. 2 pathway ALT); ; FP-2023-0031; ESMT-2024-0043 (Pedestrian Pathway Easement).
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 (i.e. by February 13, 2026); or apply for a time extension, in accordance 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 shown in Section V.B, prepared by Bailey Engineering, by Cody M. McCammon, is approved with the following conditions to be completed at the time of Final Plat Signature:
  - a. Plat Note #11, add a reference regarding the maintenance of the common drives.
  - b. Plat Note #12, include recorded instrument number.
  - c. Plat Notes #14, include recorded instrument number.
  - d. Add Note #15, include the recorded instrument number of the existing City of Meridian Development Agreement.
  - e. Add Note #16, include the recorded pathway easement number (ESMT-2024-0043) on the plat.
5. The submitted landscape plans, as shown in Section V.C, prepared by Bailey Engineering, with a revision date of 2/12/2024, is approved as submitted shall be revised prior to submittal of the final plat for City Engineer signature, as follows:
  - a. Stormwater swales incorporated into required areas shall be vegetated with grass or other appropriate plant materials. Such swales shall also be signed to accommodate the required number of trees as per Section 11-3B-7 if located in a street buffer or other required landscape area in accordance with UDC 11-3B-11.
  - b. The Ten Mile Drain shall be protected during construction of the subdivision in accordance with UDC 11-3A-6.
  - c. Provide a detail of the covered shelter on the landscape plans submitted with the final plat for signature.
6. 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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341644&dbid=0&repo=MeridianCity>



**C. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=343053&dbid=0&repo=MeridianCity>

**D. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341787&dbid=0&repo=MeridianCity>



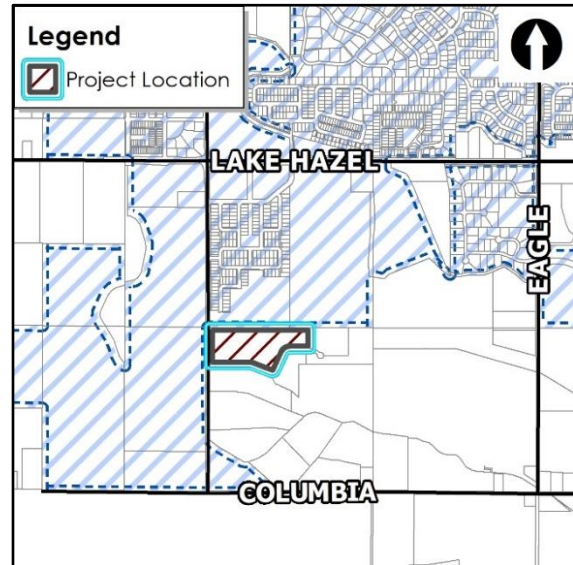
## AGENDA ITEM

**ITEM TOPIC:** Final Plat for Hadler Subdivision No. 1 (FP-2024-0002) by Ben Thomas, Civil Innovations, PLLC., located at 7200 S. Locust Grove Rd.

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 4/23/2024  
TO: Mayor & City Council  
FROM: Linda Ritter, Associate Planner  
208-884-5533  
SUBJECT: FP-2024-0002  
Hadler Subdivision No. 1 - FP  
LOCATION: Located at 7200 S. Locust Grove Road, approximately 1/2 mile south of the Locust Grove and Lake Hazel intersection on the east side of Locust Grove, in the N 1/2 of the SW 1/4 of Section 5, Township 2N, Range 1E.



**I. PROJECT DESCRIPTION**

Final Plat consisting of 51 building lots and 5 common lots (1 common driveway and 4 landscape) on 9.74 acres of land in the R-15 zoning district for Hadler Subdivision No. 1.

**II. APPLICANT INFORMATION**

**A. Applicant:**

Ben Thomas, Civil Innovations, PLLC – 1043 E. Park Blvd, Ste. 100, Boise, ID 83712

**B. Property Owner:**

Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706

**C. Representative:**

Same as Applicant

**III. STAFF ANALYSIS**

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2022-0064) as required by UDC 11-6B-3C.2. The submitted final plat is for the first phase of construction for the approved with the preliminary plat; therefore, the proposed plat is in substantial compliance with the approved preliminary plat as required.

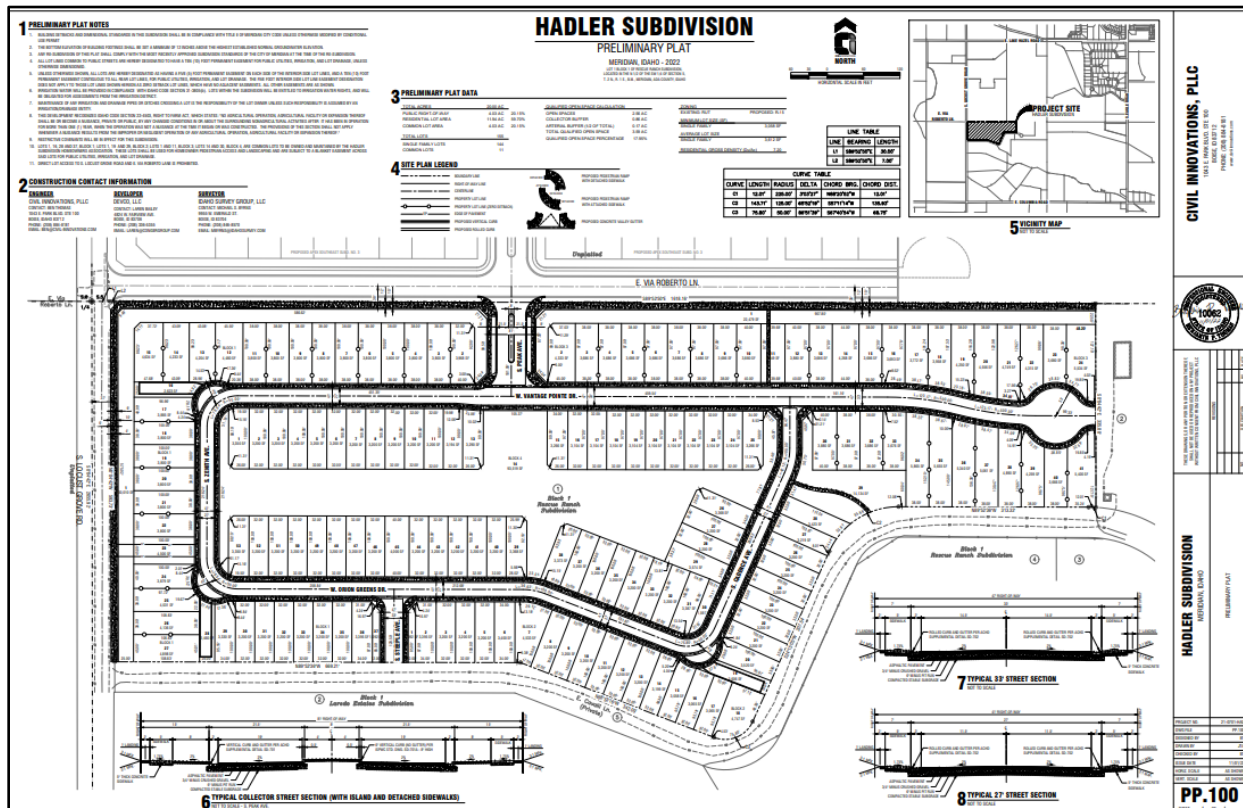
# IV. DECISION

## A. Staff:

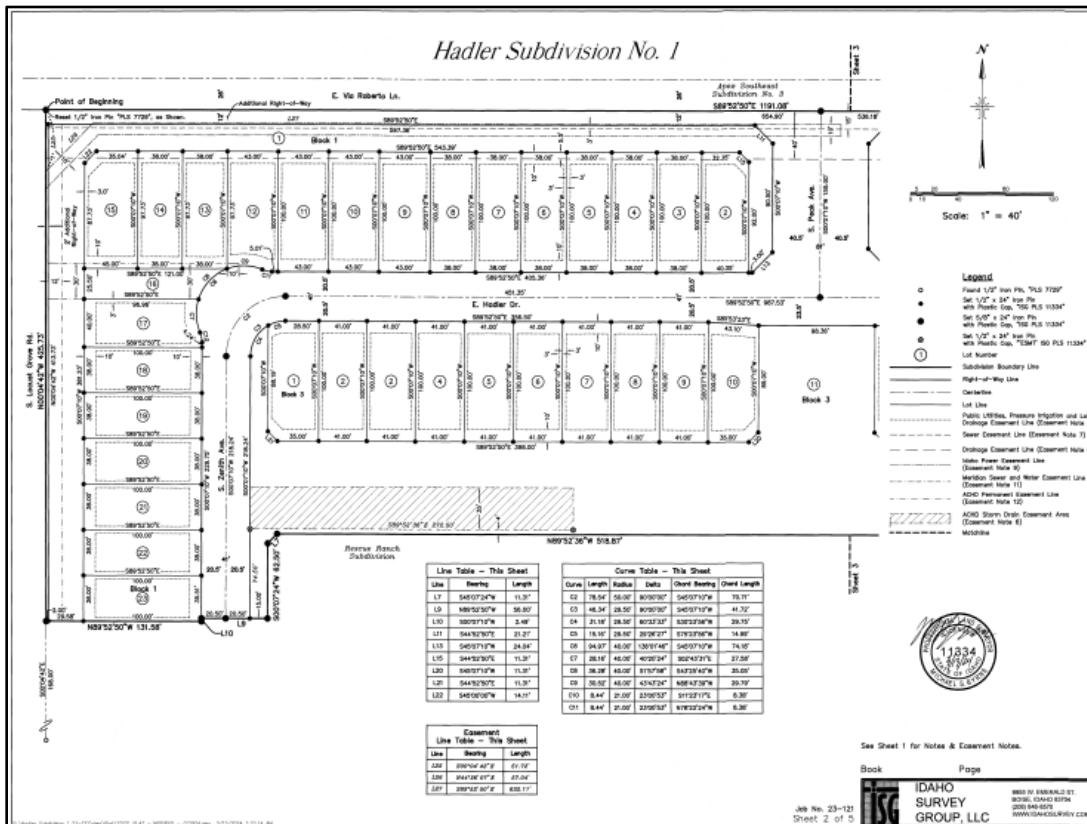
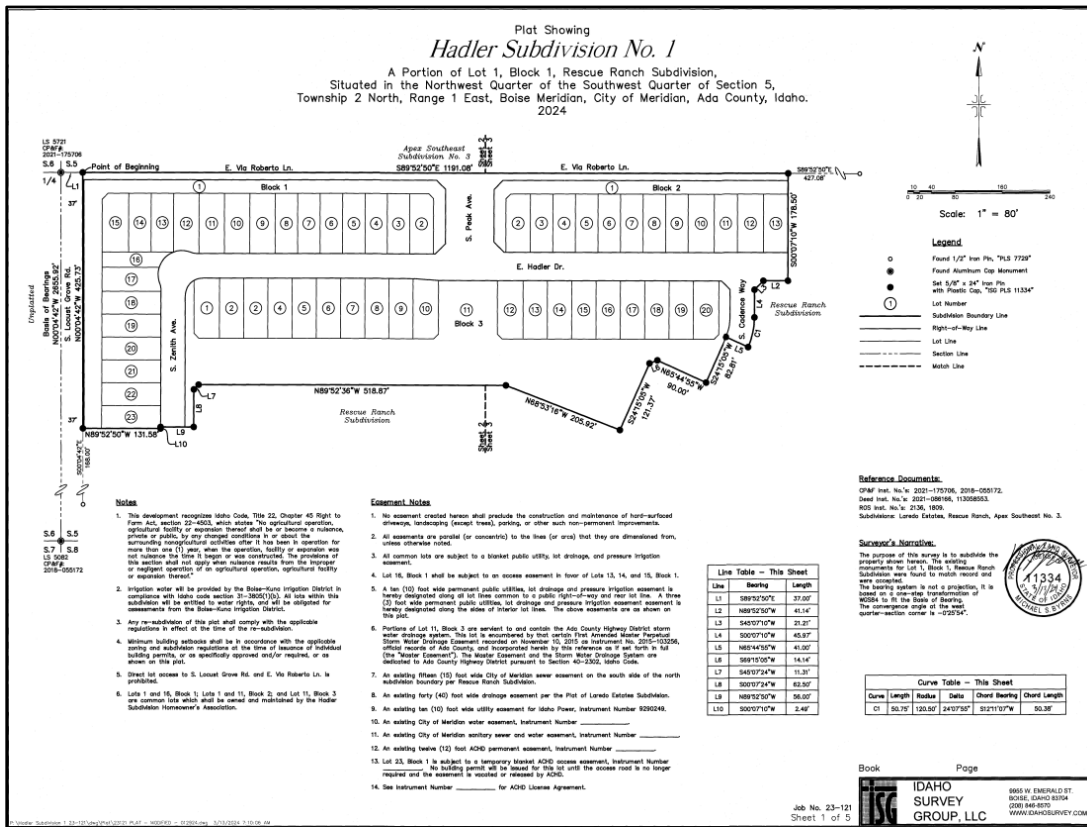
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this staff report.

# V. EXHIBITS

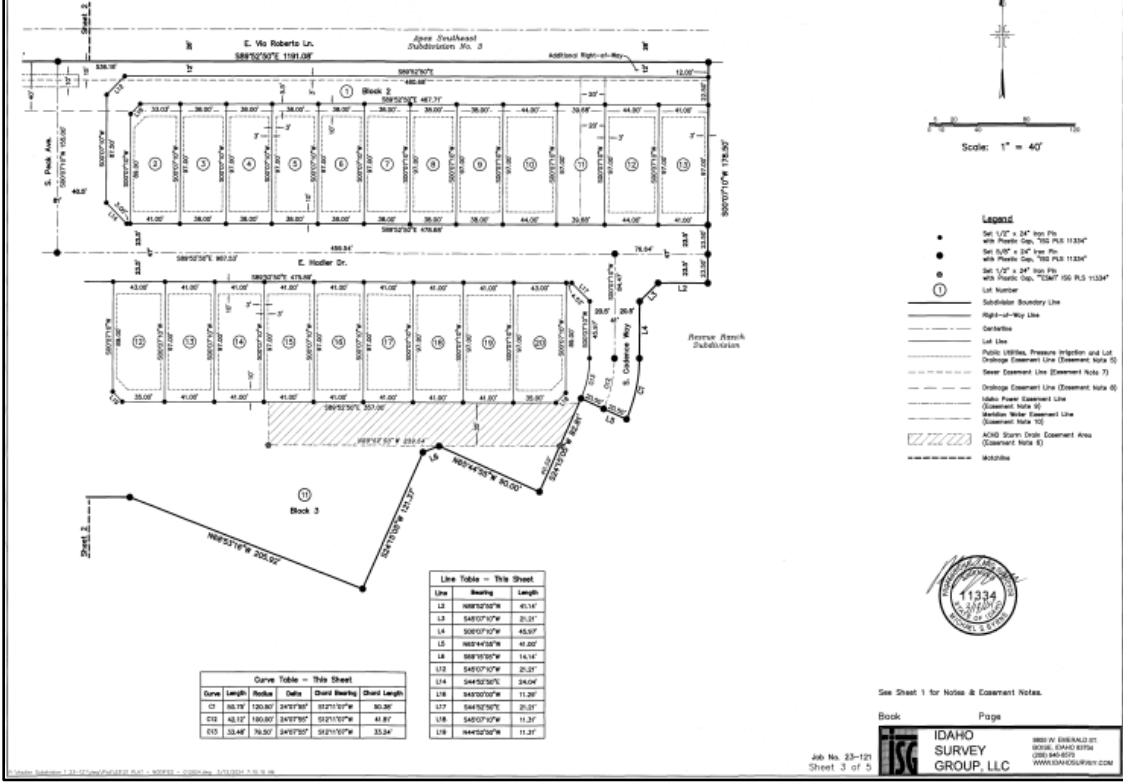
## A. Preliminary Plat (dated 11/01/2022)



B. Final Plat (dated: 3/13/2024)



# Hadler Subdivision No. 1



# Hadler Subdivision No. 1

### Certificate of Owners

Know all men by these presents that Q20 LLC, an Idaho limited liability company, is the owner of the property described as follows:

To: etc.

A portion of Lot 1, Block 1, Rescue Ranch Subdivision (Book 108 of Plats at Pages 14734 to 14736, Records of Ada County, Idaho) situated in the southwest quarter of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 5, Township 2 North, Range 1 East, Boise Meridian, which bears N00°04'42"W, 2655.92 feet from the southwest corner of Section 5;

Thence S69°52'50"E, 37.00 feet along the north line of the southwest quarter of Section 5 to the northeast corner of Lot 1, Block 1, Rescue Ranch Subdivision, the POINT OF BEGINNING;

Thence continuing S00°07'10"E, 1191.08 feet along the north line of the southwest quarter end boundary of Lot 1;

Thence S00°07'10"W, 178.50 feet;

Thence N89°52'50"W, 41.14 feet;

Thence S45°07'24"W, 21.27 feet;

Thence S00°07'10"W, 43.87 feet;

Thence 50.79 feet on a curve to the right having a radius of 120.50 feet, a central angle of 240°15', a chord bearing of S121°10'16"W, and a chord length of 50.38 feet;

Thence on a non-tangent line, N89°44'56"W, 41.00 feet;

Thence N89°44'56"W, 90.00 feet;

Thence S89°10'06"W, 14.14 feet;

Thence S24°10'06"W, 121.27 feet;

Thence N89°52'50"W, 205.92 feet;

Thence N89°52'50"W, 319.87 feet;

Thence S45°07'24"W, 11.31 feet;

Thence S00°07'24"W, 62.50 feet;

Thence N89°52'50"W, 56.00 feet;

Thence S00°07'10"W, 2.48 feet;

Thence N89°52'50"W, 131.58 feet to the east right-of-way line of S. Locust Drive Rd. and boundary of Lot 1;

Thence N00°04'42"W, 423.73 feet along the east right-of-way line of S. Locust Drive Rd. and boundary of Lot 1 to the POINT OF BEGINNING.

The above-described parcel contains 0.74 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements indicated on said plat are not dedicated to the public, however, the right to use said easements is perpetually reserved for the installation of public utilities and for such other uses as designated herein, and no permanent structures other than for such utility purposes or such other uses are to be erected within the limits of said easements. All lots in this plat will be eligible to receive water service from the City of Meridian, and the City of Meridian has agreed in writing to serve all the lots in this Subdivision.

In witness whereof I have hereunto set my hand

Jim Canger, Authorized Agent,  
Q20 LLC, an Idaho limited liability company.

### Certificate of Surveyor

I, Michael S. Byrne, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the Certificate of Owners and as shown on the attached plot is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.



### Acknowledgment

State of Idaho )  
                  ) s.s.  
County of Ada )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jim Canger, an Authorized Agent of Q20 LLC, an Idaho limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires \_\_\_\_\_ Notary Public, State Of Idaho

Book: Page

Job No. 23-121  
Sheet 4 of 5

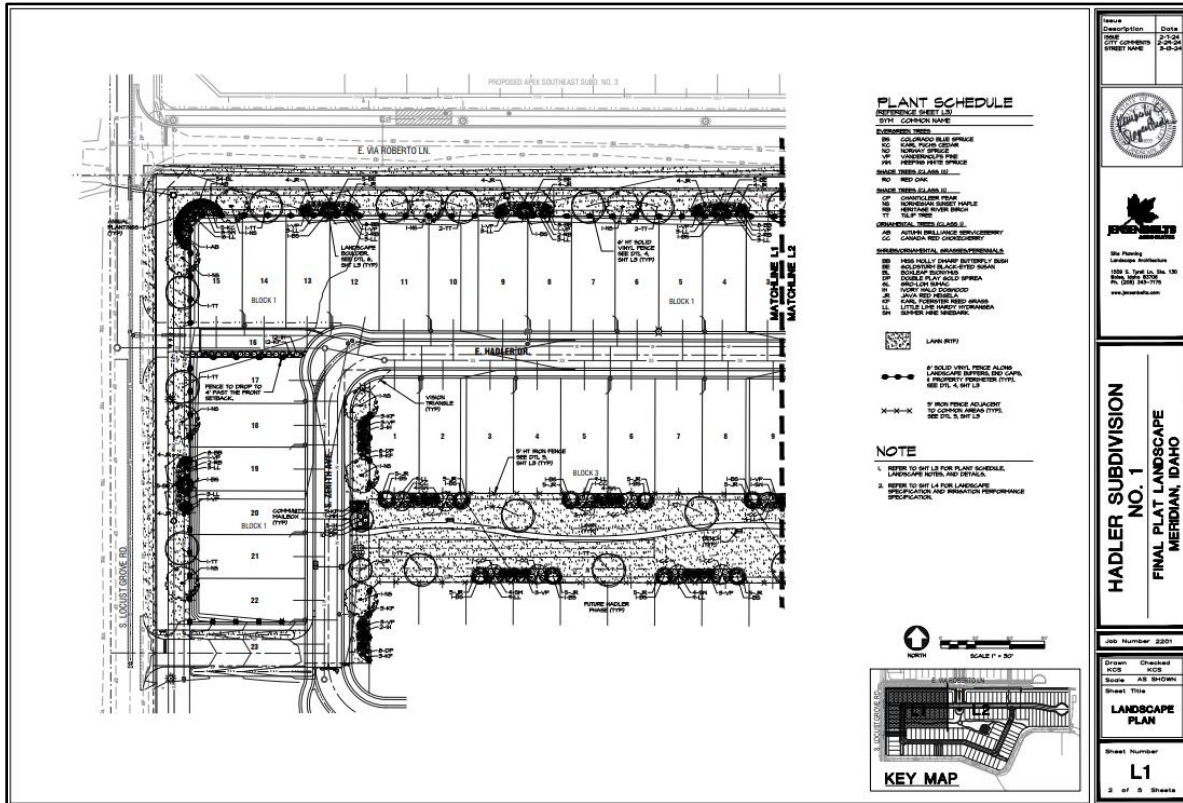
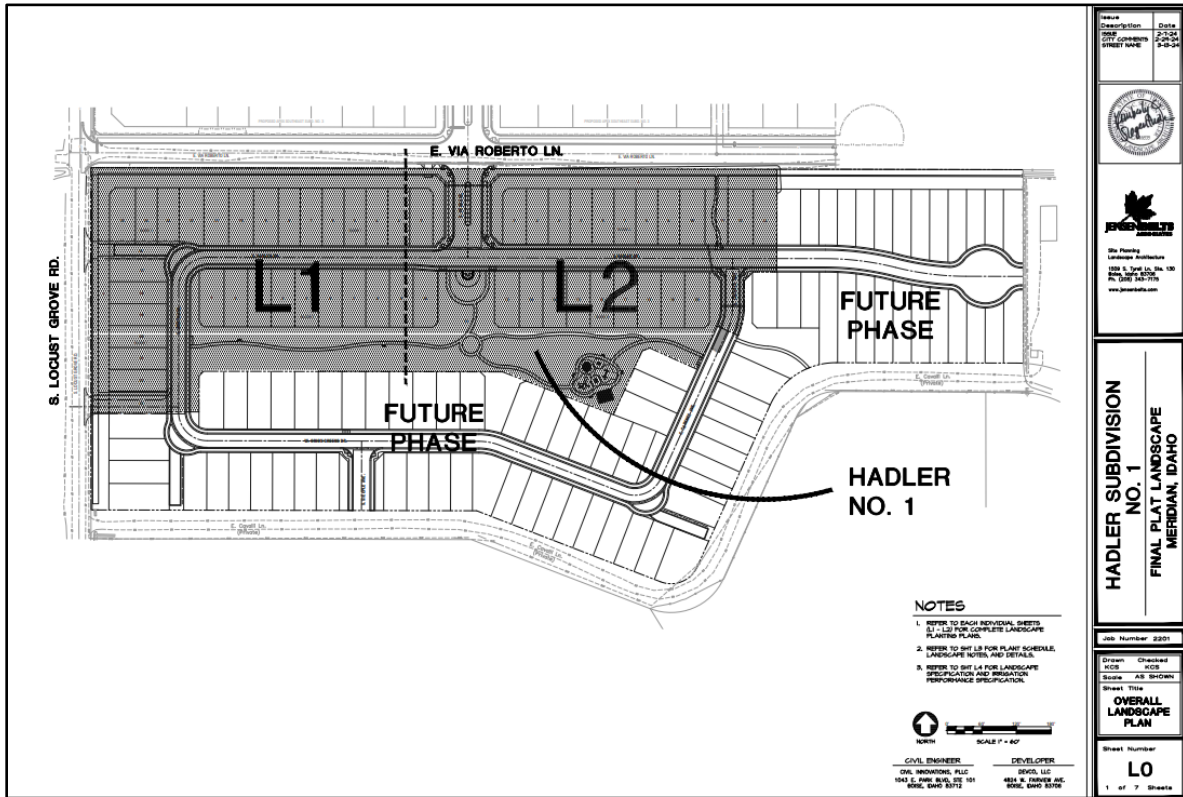
IDAHO SURVEY GROUP, LLC

11334





C. Landscape Plans (date: 3/13/2024)







# HADLER

## Exhibit E – Open Space

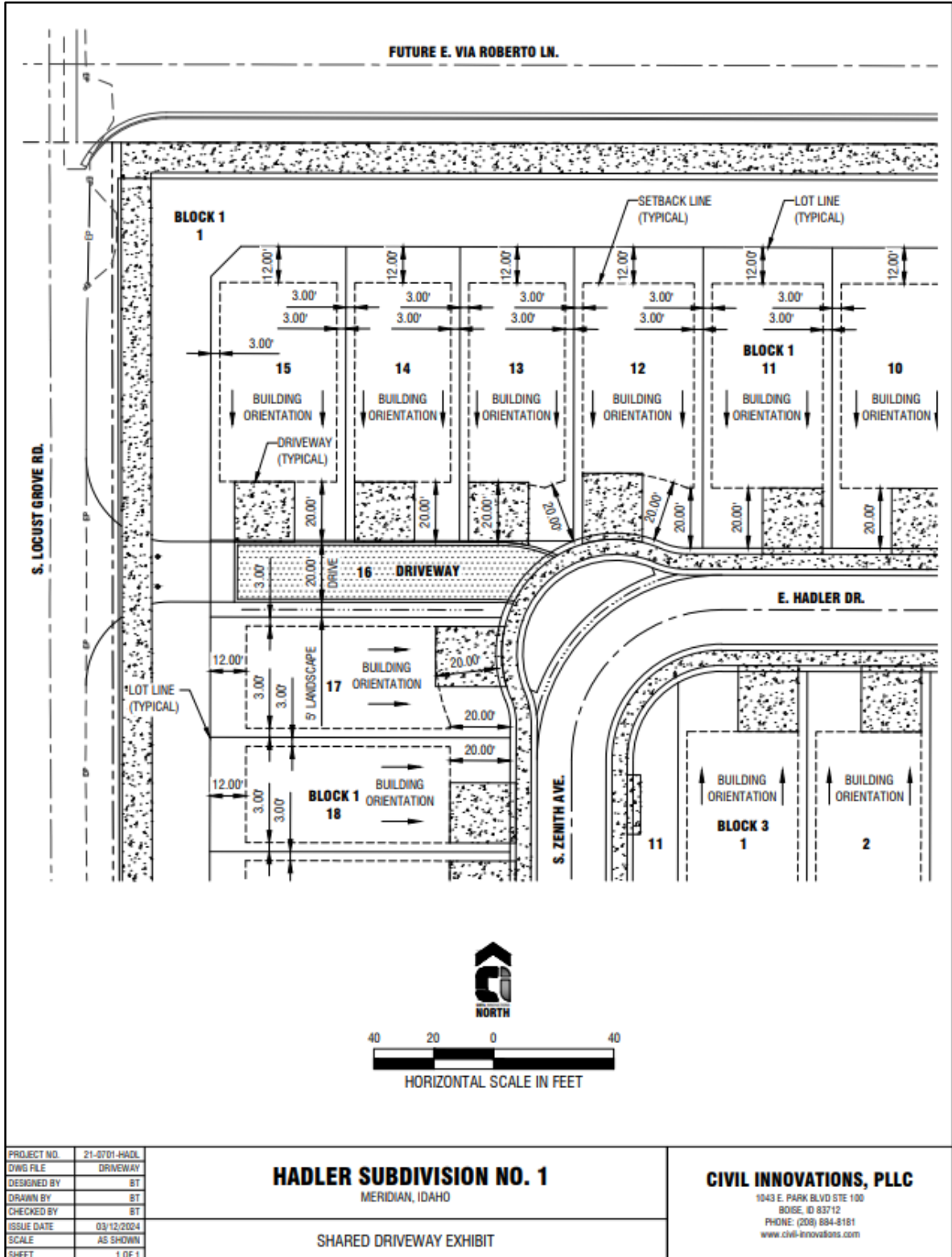
**Open Space** – The Hadler Neighborhood will provide 3.51 acres of landscaped common area, including a large neighborhood park (2+ AC.) and an amazing 2,446 L.F. of regional pathway that will extend and connect the City of Meridian Regional Pathway System, landscaped interior pathways, landscaped end caps on each block, and landscaped arterial and collector street frontages. The area of Qualifying open space equals 3.51 AC. (17.6%), which far exceeds the City Code requirement of 15%.



**HATCH LEGEND**

-  BUILD-ABLE LOTS
-  QUALIFIED OPEN SPACE
-  QUALIFIED OPEN SPACE (ARTERIAL BUFFER)
-  QUALIFIED OPEN SPACE (COLLECTOR BUFFER)
-  NON-QUALIFIED OPEN SPACE
-  PUBLIC RIGHT-OF-WAY

E. Common Drive Exhibit (dated 3/12/2024)



PROJECT NO.	21-0701-HADL
DWG FILE	DRIVEWAY
DESIGNED BY	BT
DRAWN BY	BT
CHECKED BY	BT
ISSUE DATE	03/12/2024
SCALE	AS SHOWN
SHEET	1 OF 1

**HADLER SUBDIVISION NO. 1**  
MERIDIAN, IDAHO

SHARED DRIVEWAY EXHIBIT

**CIVIL INNOVATIONS, PLLC**

1043 E. PARK BLVD STE 100  
BOISE, ID 83712  
PHONE: (208) 894-8181  
www.civil-innovations.com



F. Conceptual Building Elevations (8/3/2022)



## **VI. CITY/AGENCY COMMENTS & CONDITIONS**

### **A. PLANNING DIVISION**

1. Applicant shall comply with all previous conditions of approval associated with this development: H-2022-0064 (AZ, PP) and DA Inst. #2023-023846.
2. The final plat shown in Section V.B, prepared by Idaho Survey Group, LLC, stamped on 1/30/24 by Michael S. Byrns, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Note #10: Include the recorded instrument number of the City of Meridian water easement.
  - b. Note #11: Include the recorded instrument number of the City of Meridian sewer and water easement.
  - c. Note #12: Include the instrument number for the ACHD permanent easement.
  - d. Note #13: Include the instrument number for the temporary blanket ACHD access easement.
  - e. Note #14: Include the instrument number for the ACHD license agreement.
  - f. Consistent with ACHD conditions of approval, provide traffic calming measures along E. Hadler Drive to help mitigate its long and straight design.
3. The landscape plan prepared by Jensenbelts Associates, dated March 13, 2024, is approved as submitted.
4. All common driveways shall meet the requirements of 11-6C-2-D including a perpetual ingress/egress easement being filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.
5. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-7 for the R-15 zoning district.
6. All fencing shall be installed in accordance with UDC 11-3A-7.
7. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
8. The Applicant shall comply with all ACHD conditions of approval.
9. The Applicant shall ensure the irrigation ditch along the north boundary is tiled and/or relocated consistent with UDC 11-3A-6 standards.
10. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
11. Prior to the City Engineer's signature on each final plat, a 14-foot wide public pedestrian easement shall be submitted to the Planning Division and recorded for the multi-use pathways along S. Locust Grove and E. Via Roberto as required by the Park's Department, unless ACHD requires an easement within their right-of-way.
12. Prior to applying for building permits, Administrative Design Review is required to be submitted and approved by the Planning Division for the proposed single-family attached units.

13. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341618&dbid=0&repo=MeridianCity>

**C. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=343052&dbid=0&repo=MeridianCity>

**D. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=278590&dbid=0&repo=MeridianCity>

**E. BOISE PROJECT BOARD OF CONTROL**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=343659&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** Findings of Fact, Conclusions of Law for Keep West Subdivision No. 2 (H-2023-0047) by Jarron Langston, located at 2625 E. Lake Hazel Rd. and 6519 S. Raap Ranch Ln.

**CITY OF MERIDIAN  
FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DECISION & ORDER**



**In the Matter of the Request for annexation, zoning and preliminary plat approval, by Jarron Langston.**

**Case No(s). H-2023-0047**

**For the City Council Hearing Date of: April 9, 2024 (Findings on April 23, 2024)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of April 9, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 9, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 9, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 9, 2024, incorporated by reference)

**B. Conclusions of Law**

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.
7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of April 9, 2024, incorporated by reference. The conditions are concluded to be



reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for annexation, zoning and preliminary plat approval is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 9, 2024, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

##### Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian

City Code Title 11(UDC 11-5B-6F).

#### Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

#### E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

#### F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

#### G. Attached: Staff Report for the hearing date of April 9, 2024

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNCIL PRESIDENT LUKE CAVENER VOTED \_\_\_\_\_

COUNCIL VICE PRESIDENT LIZ STRADER VOTED \_\_\_\_\_

COUNCIL MEMBER DOUG TAYLOR VOTED \_\_\_\_\_

COUNCIL MEMBER JOHN OVERTON VOTED \_\_\_\_\_

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED \_\_\_\_\_

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

\_\_\_\_\_  
Mayor Robert E. Simison

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Clerk's Office

# EXHIBIT A

## STAFF REPORT

### COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: April 9, 2024

TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner  
208-884-5533

SUBJECT: Keep West Subdivision – AZ, PP  
H-2023-0047

LOCATION: 2625 E. Lake Hazel Rd. and 6519 S. Raap Ranch Ln., in the NE 1/4 of Section 5, T.2N., R.1E. (Parcel # R7317670010 and R7317670020)



#### I. PROJECT DESCRIPTION

Annexation and zoning of 16.25 acres of land from RUT to R-2 (low "density residential") zoning district and a Preliminary Plat consisting of 21 $\frac{1}{2}$  buildable lots, one existing home and 8 common lots on 15.76 acres of land in the R-2 zoning district for Keep West Subdivision.

#### II. SUMMARY OF REPORT

##### A. Project Summary

Description	Details
Acreage	Annexation 16.25 acres / Preliminary Plat 15.76
Future Land Use Designation	Medium Density Residential (MDR) and Low Density Residential (LDR)
Existing Land Use	Rural Urban Transition (RUT)
Proposed Land Use(s)	Single-family detached dwellings
Current Zoning	Rural Urban Transition (RUT) in Ada County
Proposed Zoning	R-2 (Low Density Residential)
Lots (# and type; bldg/common)	<u>22</u> <del>3</del> building (1 existing)/ 3 common/2 irrigation easement lots
Phasing plan (# of phases)	1
Number of Residential Units (type of units)	<u>22</u> <del>3</del> single-family detached units, including one existing home
Density (gross & net)	1. <u>39</u> <del>46</del> units/acre (gross)
Open Space (acres, total [%] / buffer / qualified)	1. <u>26</u> <del>30</del> -acre (or 8%) consisting of street buffer and open space area.
Amenities	NA
Physical Features (waterways, hazards, flood plain, hillside)	The Farr and Grimmet Laterals run along the west & east boundaries of the site.

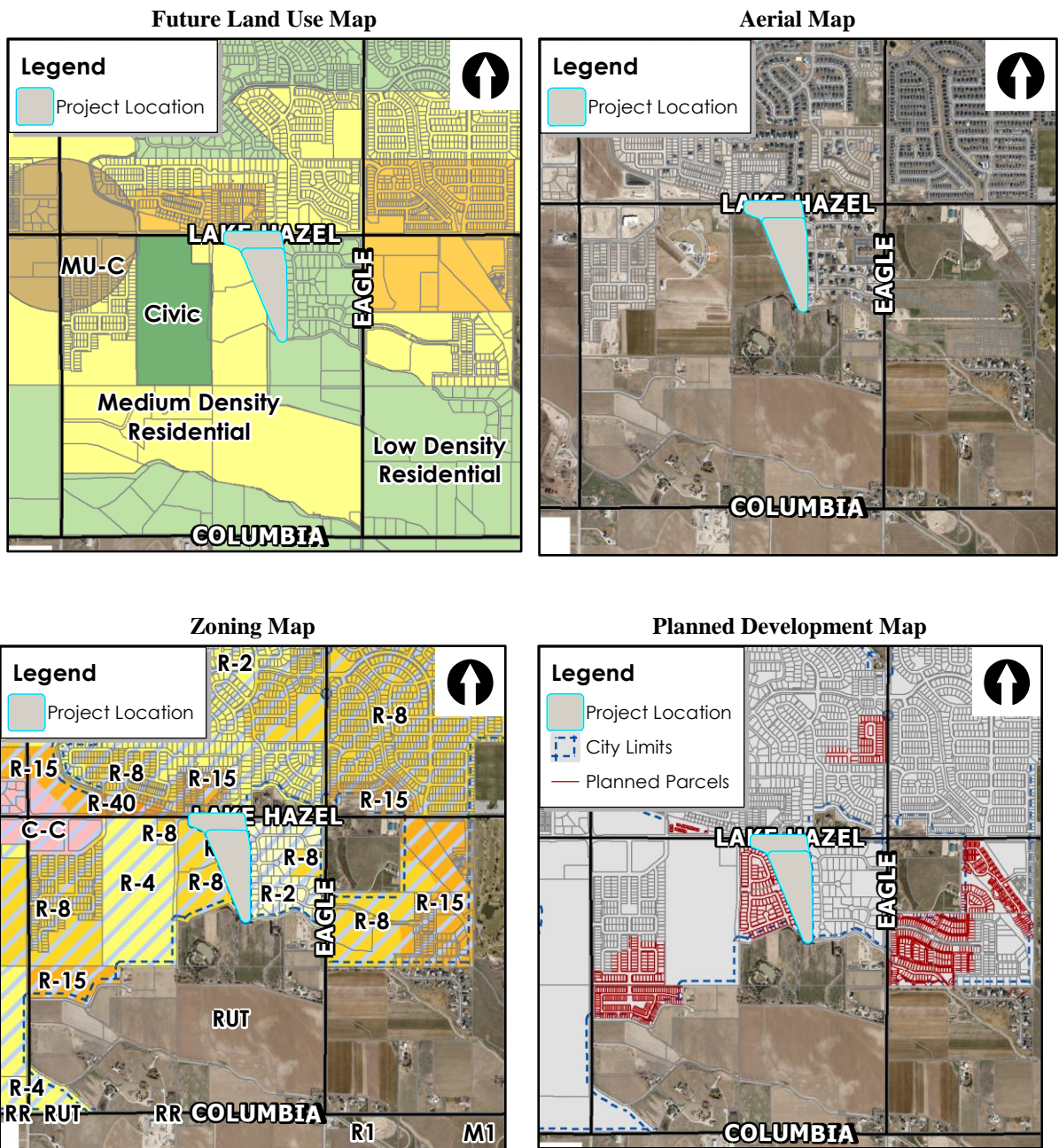
Neighborhood meeting date	1/4/23
History (previous approvals)	Raap Ranch Subdivision recorded in 2013

**B. Community Metrics**

Description	Details
Ada County Highway District	
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> </ul>	Yes
<ul style="list-style-type: none"> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	No
<ul style="list-style-type: none"> <li>TIS (yes/no)</li> </ul>	No (not required)
<ul style="list-style-type: none"> <li>Level of Service (LOS)</li> </ul>	Better than “D” at PM peak hours, which is an acceptable LOS for a 5-lane principal arterial (Lake Hazel Road).
<ul style="list-style-type: none"> <li>Existing Conditions</li> </ul>	There are three existing driveways serving the existing homes via E. Lake Hazel Road.
<ul style="list-style-type: none"> <li>CIP/IFYWP</li> </ul>	Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP): <ul style="list-style-type: none"> <li>Lake Hazel Road is scheduled in the IFYWP to be widened to 5-lanes from Cloverdale Road to Eagle Road and is under construction with a completion date later in 2023.</li> <li>The intersection of Lake Hazel Road and Eagle Road is scheduled in the IFYWP to be widened to 6-lanes on the north leg, 5-lanes on the south, 7-lanes east, and 6-lanes on the west leg, and signalized in 2024.</li> </ul>
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Two (2) accesses exist via E. Wickham Street and S. Netherfield Way, local streets. The existing access from E. Lake Hazel Road will be residential access will become an access for emergency vehicles only. No direct access is proposed via E. Lake Hazel Road.
Proposed Road Improvements	
Fire Service	This project currently falls in an area where we don’t have total response times for an effective firefighting force to meet NFPA 1710 standards or current City of Meridian adopted standards. The first due station is Fire Station 7. This fire station is approximately 1.0 mile from the project which is good for the first due engine. See attached comments <a href="https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330404&amp;dbid=0&amp;repo=MeridianCity">https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330404&amp;dbid=0&amp;repo=MeridianCity</a>
Police Service	<i>No comments received</i>
West Ada School District	<i>No comments received</i>
Wastewater	
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> </ul>	Directly adjacent
<ul style="list-style-type: none"> <li>Sewer Shed</li> </ul>	
<ul style="list-style-type: none"> <li>Estimated Project Sewer ERU’s</li> </ul>	See application
<ul style="list-style-type: none"> <li>WRRF Declining Balance</li> </ul>	
<ul style="list-style-type: none"> <li>Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	Flow is committed

Water	
• Distance to Services	Water is available at site
• Pressure Zone	
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes

C. Project Maps





**III. APPLICANT INFORMATION**

A. Applicant:

Jarron Langston – 9563 W. Harness Drive, Boise, ID 83709

B. Owners:

Brian D. and Mary L. Affleck – 6519 S Raap Ranch Lane, Meridian, ID 83642

C. Representative:

Ted Burke, EDM Partners – 2815 E 3300 S, Salt Lake City, UT, 84109

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper notification published in newspaper	2/20/2024	3/25/2024
Radius notification mailed to property owners within 500 feet	2/16/2024	3/22/2024
Public hearing notice sign posted on site	2/24/2024	3/27/2024
Nextdoor posting	2/26/2024	3/25/2024

**V. COMPREHENSIVE PLAN ANALYSIS**

**LAND USE:** This property is designated as Low Density Residential (LDR), which allows for dwelling units at gross densities of 3 dwelling units per acre; and Medium Density Residential (MDR), which allows for dwelling units at gross densities of 3 to 8 dwelling units per acre on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#).

The Comprehensive Plan allows an adjacent, abutting designation, when appropriate and approved as part of a public hearing with a development application, to be used. Over half of the property has a future land use designation of low density residential, the applicant has proposed to continue that use for the entire development as allowed in the Comprehensive Plan.

The Applicant proposes a ~~22~~ ~~23~~-lot subdivision for single-family residential detached homes at a gross density of 1.~~39~~~~46~~ units per acre, which meets the comprehensive plans desire of larger lots in the LDR designation. The property is surrounded by single-family residential homes zoned R-2 and R-4 (Low Density Residential), R-8 (Medium Low-Density Residential), and R-15 (Medium-High Density Residential) indicating a mix of low and medium density residential zones.

Staff has considered multiple factors, including the surrounding mix of low and medium density residential zones, the presence of irrigation ditches on the east and west sides of the property, and the proposed gross density of 1.~~39~~~~46~~ units per acre. In light of these considerations, staff is supportive of the applicant's request to zone the property as Low Density Residential (LDR) for the proposed ~~22~~~~23~~-lot subdivision.

**TRANSPORTATION:** The Master Street Map (MSM) does not depict any collector streets across this property. Lake Hazel Road is scheduled in ACHD’s Integrated Five Year Work Plan (IFYWP) to be widened to 5-lanes from Cloverdale Road to Eagle Road and is under construction with a completion date later in 2023. The intersection of Lake Hazel Road and Eagle Road is scheduled in the IFYWP

to be widened to 6-lanes on the north leg, 5-lanes on the south, 7-lanes east, and 6-lanes on the west leg, and signalized in 2024. Lake Hazel Rd. is currently improved with 2 travel lanes (one in each direction) and has no curb, gutter or sidewalk.

ACHD's Roadways to Bikeways Master Plan (BMP) identifies Lake Hazel Road as Level 3 facilities that will be constructed as part of the aforementioned Lake Hazel Road IFYWP ACHD project.

**Goals, Objectives, & Action Items:** Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)

*The proposed single-family detached dwellings offers a mix of home and lot sizes that should contribute to the variety of housing options in this area and within the City as desired.*

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

*City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.*

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

*The proposed site design with larger lot sizes abutting similar size lots to the east in the Keep Subdivision and smaller size lots to the west in the Vertex Subdivision No. 1 and 2 will provide a good transition in density and lot sizes to abutting parcels.*

*Although the FLUM designation for the proposed preliminary plat is MDR and LDR, the applicant has chosen to move forward with LDR as it is located between two irrigation ditches (Farr and Grimmet laterals) and will be similar to the existing Keep Subdivision to the east.*

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

*The proposed and existing adjacent uses are all single-family detached residential homes, which should be generally compatible with each other, thereby reducing conflicts and maximizing use of land.*

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

*Development of the subject infill property will not negatively impact abutting existing development due to the similar lots sizes and density proposed. The property is separated from the adjacent developments by irrigation ditches on the east and west side of the property. The density is similar to the existing Keep Subdivision to the east.*

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

*The proposed development, including the existing home, will connect to City water and sewer*



*systems with development of the subdivision; services are required to be provided to and though this development in accord with current City plans.*

- “Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D)

*Per ACHD’s staff report, Lake Hazel Road is currently being improved to 5-travel lanes, vertical curb, gutter, 4-foot wide permeable pavers, and a 10-foot wide concrete sidewalk abutting the site. Sidewalks are proposed throughout the development along the proposed streets. The sidewalk along E. Wickham Street will provide a pedestrian connection to the development to the east and along S. Netherfield Way to the west. Currently there are no pedestrian pathway stubs to this property from adjacent developments.*

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

*Urban sewer and water infrastructure and curb, gutter and sidewalks are required to be provided with development of the subdivision.*

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

*With redevelopment of the site, the existing home is required to connect to City water and sewer service and the existing septic system and well should be abandoned.*

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

*There are three (3) access points on E. Lake Hazel Road for this property (and an irrigation access). With development, this access will be closed and access will be provided internally from within the subdivision via the extension of E. Wickham Street and S. Netherfield Way. There is will an emergency access where the existing access for the remaining home is currently located.*

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

*Development of the subject infill parcel will maximize public services.*

## **VI. STAFF ANALYSIS**

### **A. ANNEXATION (AZ)**

The Applicant proposes to annex 16.25 acres of land with an R-2 zoning district and develop 15.76 acres of land with single-family homes at a gross density of 1.~~3946~~ units per acre, this is consistent with the LDR FLUM designation as discussed above in Section V.

A legal description and exhibit map for the annexation area and property is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with twenty-~~one~~~~two~~ (21~~22~~) new single-family residential detached dwellings and retention of the existing home (see Section VIII).

Single-family detached dwellings are listed as a principal permitted use in the R-2 zoning district per UDC [Table 11-2A-2](#). Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-2 zoning district.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure the subject property develops as proposed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

**B. PRELIMINARY PLAT (PP):**

The proposed preliminary plat consists of ~~2122~~ building lots and eight (8) common lots on 15.76 acres of land in the proposed R-2 zoning district as shown in Section VIII.C. Proposed buildable lots range in size from ~~12,00899~~ square feet (s.f.) (or 0.28 acre) to ~~38,274~~ ~~27,957~~ s.f. (or 0.~~87864~~ acre). The subdivision is proposed to be developed in one (1) phase.

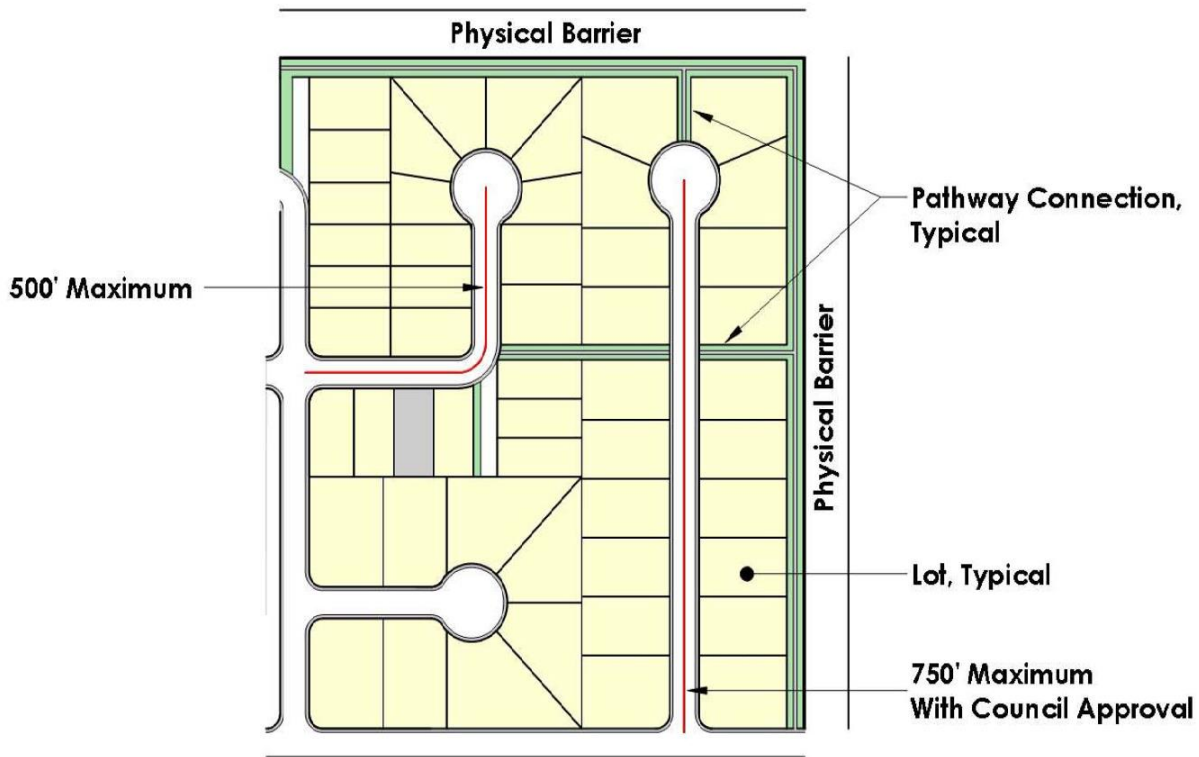
**Existing Structures/Site Improvements:** There is an existing home and several other structures on the property. The existing home is proposed to remain on Lot 36, Block 1, all other structures are proposed to be removed. **Prior to the City Engineer's signature on the final plat, all existing structures that don't comply with the setbacks of the district shall be removed. A new address will be required for the existing home.**

**Dimensional Standards (UDC [11-2](#)):** The proposed plat, existing home and subsequent development is required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-2 zoning district. The proposed lots comply with the minimum dimensional standards. The existing home shall comply with the setback requirements of the district.

**Subdivision Design & Improvement Standards:** The proposed subdivision is required to comply with the design and improvement standards listed in UDC [11-6C-3](#).

**Dead End Streets:** Per UDC 11-6C-3B4, the City Council may approve a dead end street up to seven hundred fifty (750) feet in length where an emergency access is proposed; or where there is a physical barrier such as a steep slope, railroad tracks, an arterial roadway, or a large waterway that prevents or makes impractical extension; and where a pedestrian connection is provided from the street to an adjacent existing or planned pedestrian facility. See diagram below.

***The cul-de-sac for the proposed plat is greater than 900 feet which would exceed the maximum approval allowed by City Council of 750 feet in length. The applicant needs to revise the plat map shortening the length of the cul-de-sac and submit a revised plat map fifteen days prior to the City Council meeting. The applicant revised the the plat map to shorten the length of the cul-de-sac and submitted the revised plat map 25 days prior to this meeting***



**Access:** There are three (3) access points on E. Lake Hazel Road, an arterial street, for the existing homes and structures. The Irrigation District takes accesses to the property via the parcel to the west. The driveway for the existing home will remain and be utilized as an emergency access only.

Access is proposed via the extension of E. Wickham Street at the east boundary of the site, which terminates onto S. Netherfield Way. Direct access is not proposed or allowed via E. Lake Hazel Road. A common driveway are is proposed for access to Lots 22, 23, 27 and 28. An exhibit for the common driveway was submitted as shown in Section VIII.D that complies with the standards listed in UDC [11-6C-3D](#). **A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. A copy of such should be submitted with the final plat for City Engineer signature; or, a plat note could be included on the plat that includes this information.**

**Landscaping:** A 25-foot wide street buffer is required along E. Lake Hazel Road., an arterial street, per UDC [Table 11-2A-6](#), measured from back of the sidewalk. A buffer is depicted on the landscape plan that appears to meet this requirement. **The buffer has been depicted on the plat in a common lot as proposed with landscaping per the standards listed in UDC [11-3B-7C.3](#).**

There are several existing trees on the site, where possible existing trees should be retained. Mitigation is required in accord with the standards listed in UDC [11-3B-10C.5](#); calculations demonstrating compliance with the aforementioned standards should be depicted on the landscape plan.

**Common Open Space & Site Amenities (UDC [11-3G-3](#)):** The applicant is proposing 1.3748-acres of open space consisting of 50% of the street landscape buffer along E. Lake Hazel Road, parkway, pathway along emergency access, covered pavilion, sports court and grassy areas. The applicant provided 1.3748 acres of open space (9.41%) exceeding the 8% (~~54,920~~ 64,589-sf or 1.2648 acres) requirement.

Per UDC 11-3G-4, for each five (5) acres of gross land area, one (1) point of site amenity is required. As the property is 15.76 acres, a total of 3 amenities points is required. The applicant is proposing a covered pavilion (picnic area – 2 points) and sports court for pickle ball (4 points) as amenities which totals 6 amenities points. The amenity points are in excess of the required three (3) points. Staff recommends a provision to the Development Agreement requiring the installation of the amenities as proposed.

**Pathways:** All pathways should be constructed in accord with the standards listed in UDC [11-3A-8](#). A 10-foot wide sidewalk is required along the northern boundary of the site in accord with the Pathways Master Plan. A 14-foot wide public pedestrian easement is required for the pathway (see Park's Dept. comments in Section IX.G), unless ACHD requires with the construction of the Lake Hazel road widening project.

**Sidewalks ([11-3A-17](#)):** Ten-foot wide detached multiple-use pathways (MUP) is required within street buffers along arterial streets.

**Parking:** Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC [Table 11-3C-6](#).

**Waterways:** The Farr Lateral exists along the west boundary (within a 50-foot easement) and the Grimmet Lateral along the east boundary within a 40-foot wide easement, measured from centerline). The applicant shall submit documentation from the Irrigation District verifying the easements and any restrictions within the easement.

**The UDC ([11-3A-6E](#)) requires irrigation easements wider than 10 feet to be included in a common lot that is a minimum of 20-feet wide outside of a fenced area, unless modified by City Council at a public hearing with notice to surrounding property owners. The applicant proposes to place the Farr and the Grimmet Laterals within common lots as required.**

All other irrigation ditches crossing this site that aren't being improved as a water amenity or linear open space as defined in UDC [11-1A-1](#) shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#), unless otherwise waived by City Council.

The applicant is proposing to tile a portion of the Grimmet Lateral ~~pipe the Grimmet Lateral~~ and has been working with the Boise Project Board of Control for approval. The Farr Lateral will remain open. If tiled ~~piped~~, the Boise Project Board of Control will not approve any landscaping other than gravel within its 25-foot easement. No variances will be given.

**Fencing:** All fencing is required to comply with the standards listed in UDC [11-3A-6C](#) and [11-3A-7](#), as applicable. The landscape plan depicts existing fencing along the north boundary of the site. A 6-foot tall privacy fence is depicted along the west, south and east boundaries of the site. A 4-foot tall privacy fence is proposed along internal common lots.

**Utilities ([UDC 11-3A-21](#)):** Connection to City water and sewer services is required in accord with UDC 11-3A-21. **The existing home is required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).**

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

**Pressurized Irrigation System** (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC [11-3A-15](#).

**Storm Drainage** (UDC [11-3A-18](#)): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC [11-3A-18](#). A Geotechnical Report was submitted with this application.

**Building Elevations:** Several conceptual building elevations of homes were submitted as shown in Section VIII.G. Building materials consist of a variety of stone/brick veneer accents and stucco. Design review is not required for single-family detached structures.

## VII. DECISION

### A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement, and preliminary plat per the provisions in Section IX in accord with the Findings in Section X.

### B. The Meridian Planning & Zoning Commission heard these items on March 7, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Preliminary Plat requests.

#### 1. Summary of Commission public hearing:

- a. In favor: Todd Lakey, Barton Lakey Law representing the applicant, Jarron Langston, Luke Gilbert, property owner
- b. In opposition: None
- c. Commenting: Jeff Lucky, Jeff Brown, Andrew Williams, Danny Blau, Melina Newell
- d. Written testimony: Jeff Luckey
- e. Staff presenting application: Bill Parson, Planning Supervisor
- f. Other Staff commenting on application: None

#### 2. Key issue(s) of public testimony:

- a. Concerns with the proposed street connectivity that will bring additional traffic to the existing neighborhood (The Keep) to the east

#### 3. Key issue(s) of discussion by Commission:

- a. Bring the proposed cul-de-sac into compliance prior to the City Council hearing.

#### 4. Commission change(s) to Staff recommendation:

- a. None

#### 5. Outstanding issue(s) for City Council:

- a. None

- C. The Meridian City Council heard these items on April 9, 2024. At the public hearing, the Council moved to approve the subject annexation, zoning and preliminary plat requests.
1. Summary of the City Council public hearing:
    - a. In favor: Todd Lakey, Barton Lakey Law representing the applicant, Jarron Langston
    - b. In opposition: None
    - c. Commenting: Todd Lakey, Barton Lakey Law representing the applicant, Jarron Langston
    - d. Written testimony: None
    - e. Staff presenting application: Linda Ritter, Associate Planner
    - f. Other Staff commenting on application: Bill Parsons, Planning Supervisor
  2. Key issue(s) of public testimony:
    - a. None
  3. Key issue(s) of discussion by City Council:
    - a. Lack of comments from West Ada School District and the overcrowding of the schools in the area.
  4. City Council change(s) to Commission recommendation:
    - a. None

## VIII. EXHIBITS

### A. Property Description and Exhibit Map



Client: Jarron Langston Land Development  
Date: February 22, 2023  
Job No.: 0323



#### PROPERTY DESCRIPTION

A parcel of land being a portion of the W 1/2 NE 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Aluminum cap stamped "PLS 4431" marking the NE corner of said NE 1/4, (Section corner common to Sections 4 and 5 of Township 2 North, Range 1 East, and Sections 32 and 33 of Township 3 North, Range 1 East), said corner bears S.89°56'45" E., a distance of 2659.14 feet from a found Brass Cap marking the NW corner of said NE 1/4, (North 1/4 corner);

Thence along the Northern boundary of said NE 1/4, N. 89°56'45" W., a distance of 1522.85 feet to a found 5/8 inch diameter iron pin with an illegible cap;  
Thence leaving said Northern boundary, S. 10°16'52" E., a distance of 25.52 feet to the POINT OF BEGINNING, said point monumented with a found 5/8 inch diameter iron pin stamped "PLS 14221"

Thence S. 09°35'51" E., a distance of 540.33 feet to a point;

Thence S. 00°23'31" E., a distance of 1213.70 feet to a found 5/8 inch diameter iron pin stamped "PLS 14221";

Thence S.00°22'25" E., a distance of 45.93 feet to a point on the centerline of the Farr Lateral. Said point bears S.00°22'25" E., a distance of 45.93 from a found 5/8 inch diameter iron pin witness corner stamped "PLS 14221";

Thence along the centerline of said Farr Lateral the following Courses and Distances;

Thence N. 49°59'57" W., a distance of 27.51 feet to a point;

Thence N. 22°30'24" W., a distance of 1518.71 feet to a point;

Thence continuing, N. 25°12'14" W., a distance of 135.17 feet to a point marking the beginning of a tangent curve to the left;

Thence a distance of 153.60 feet along the arc of said curve to the left, having a radius of 200.00 feet, a central angle of 44°00'08", the long chord of which bears N. 47°12'21" W., a distance of 149.86 feet to a point;

Thence N. 69°12'33" W., a distance of 194.76 feet to a point;

Thence leaving said Farr Lateral, N. 00°09'59" W., a distance of 40.74 feet to a found 5/8 inch diameter iron pin stamped "PLS 4998";

Thence N. 00°10'55" E., a distance of 38.42 feet to a found 5/8 inch diameter bent iron pin without a cap on the Southern Right-of-Way of East Lake Hazel Road;

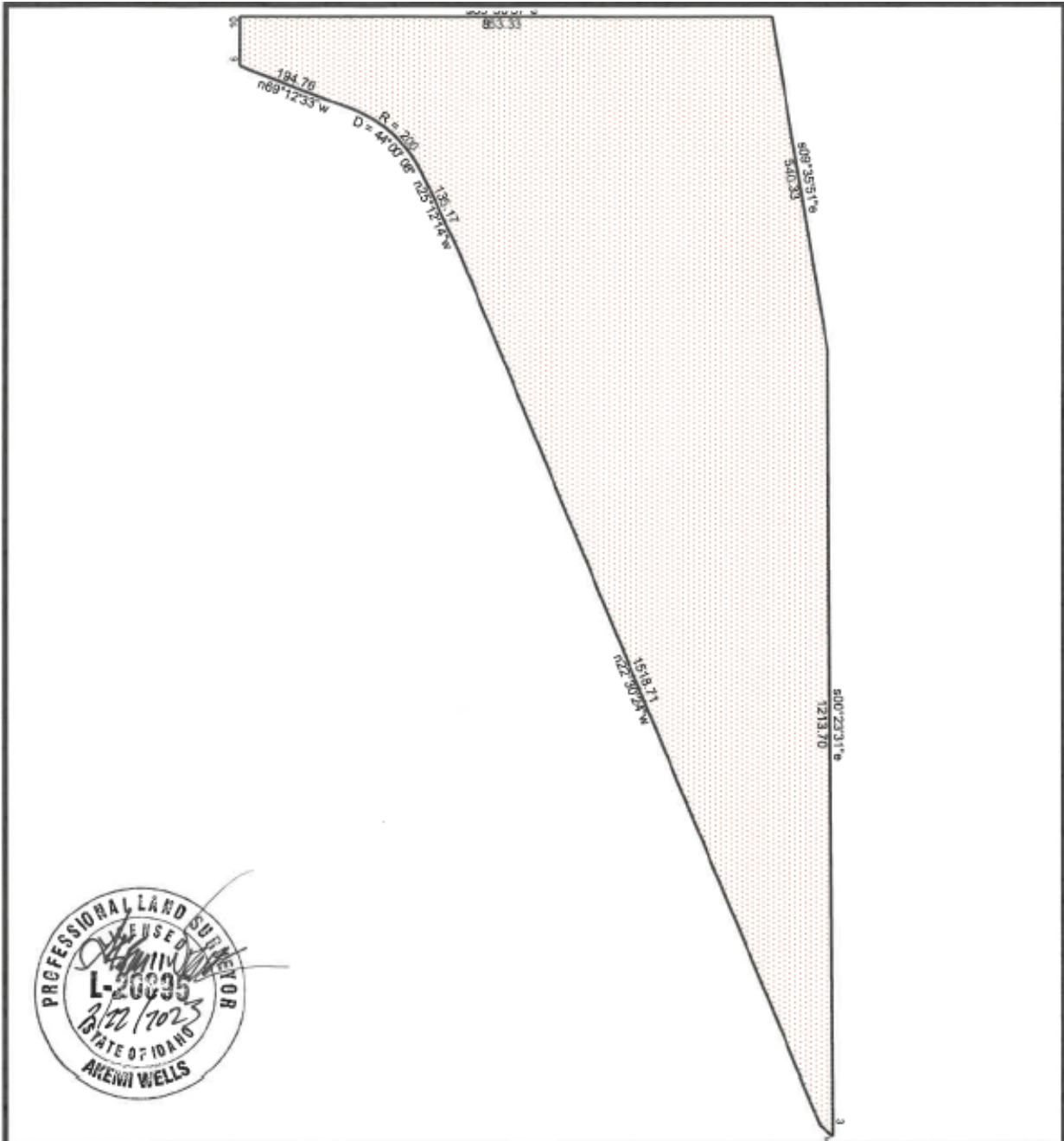
Thence along said Southern Right-of-Way, S. 89°56'57" E., a distance of 853.33 feet to the POINT OF BEGINNING.

This parcel contains 15.76 acres more or less.

**SUBJECT TO:** All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

623 11th Ave. South, Nampa, ID 83651 • T. (208) 442-0115 • C. (208) 608-2510 • rgray.cls@gmail.com





**raap ranch boundary closure**

2/22/2023

Scale: 1 inch= 212 feet | File: raap ranch boundary closure 02222023.ndp

Tract 1: 15.7622 Acres, Closure: n13.2204w 0.01 ft. (1/554101), Perimeter=4762 ft.

- 01 s09.3551e 540.33
- 02 s00.2331e 1213.70
- 03 s00.2225e 45.93
- 04 n49.5957w 27.51
- 05 n22.3024w 1518.71
- 06 n25.1214w 135.17
- 07 Lt, r=200.00, delta=044.0008, chord=n47.1221w 149.85
- 08 n69.1233w 194.76
- 09 n00.0959w 40.74
- 10 n00.1055e 38.42
- 11 s89.5657e 853.33



B. Annexation Description and Exhibit Map



Client: Jarron Langston Land Development  
Date: February 22, 2023  
Job No.: 0323



ANNEXATION DESCRIPTION

A parcel of land being a portion of the W 1/2 NE 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Aluminum cap stamped "PLS 4431" marking the NE corner of said NE 1/4, (Section corner common to Sections 4 and 5 of Township 2 North, Range 1 East, and Sections 32 and 33 of Township 3 North, Range 1 East), said corner bears S. 89°56'45" E., a distance of 2659.14 feet from a found Brass Cap marking the NW corner of said NE 1/4, (North 1/4 corner);

Thence along the Northern boundary of said NE 1/4, N. 89°56'45" W., a distance of 1522.85 feet to the POINT OF BEGINNING, said point monumented with a found 5/8 inch diameter iron pin with an illegible cap;

Thence leaving said Northern boundary, S. 10°16'52" E., a distance of 25.52 feet to found 5/8 inch diameter iron pin stamped "PLS 14221";

Thence S. 09°35'51" E., a distance of 540.33 feet to a point;

Thence S. 00°23'31" E., a distance of 1213.70 feet to a found 5/8 inch diameter iron pin stamped "PLS 14221";

Thence S. 00°22'25" E., a distance of 45.93 feet to a point on the centerline of the Farr Lateral. Said point bears S. 00°22'25" E., a distance of 45.93 feet from a found 5/8 inch diameter iron pin witness corner stamped "PLS 14221";

Thence along the centerline of said Farr Lateral the following Courses and Distances;

Thence N. 49°59'57" W., a distance of 27.51 feet to a point;

Thence N. 22°30'24" W., a distance of 1518.71 feet to a point;

Thence continuing, N. 25°12'14" W., a distance of 135.17 feet to a point marking the beginning of a tangent curve to the left;

Thence a distance of 153.60 feet along the arc of said curve to the left, having a radius of 200.00 feet, a central angle of 44°00'08", the long chord of which bears N. 47°12'21" W., a distance of 149.86 feet to a point;

Thence N. 69°12'33" W., a distance of 194.76 feet to a point;

Thence leaving said Farr Lateral, N. 00°09'59" W., a distance of 40.74 feet to a found 5/8 inch diameter iron pin stamped "PLS 4998";

Thence N. 00°10'55" E., a distance of 38.42 feet to a found 5/8 inch diameter bent iron pin without a cap on the Southern Right-of-Way of East Lake Hazel Road;

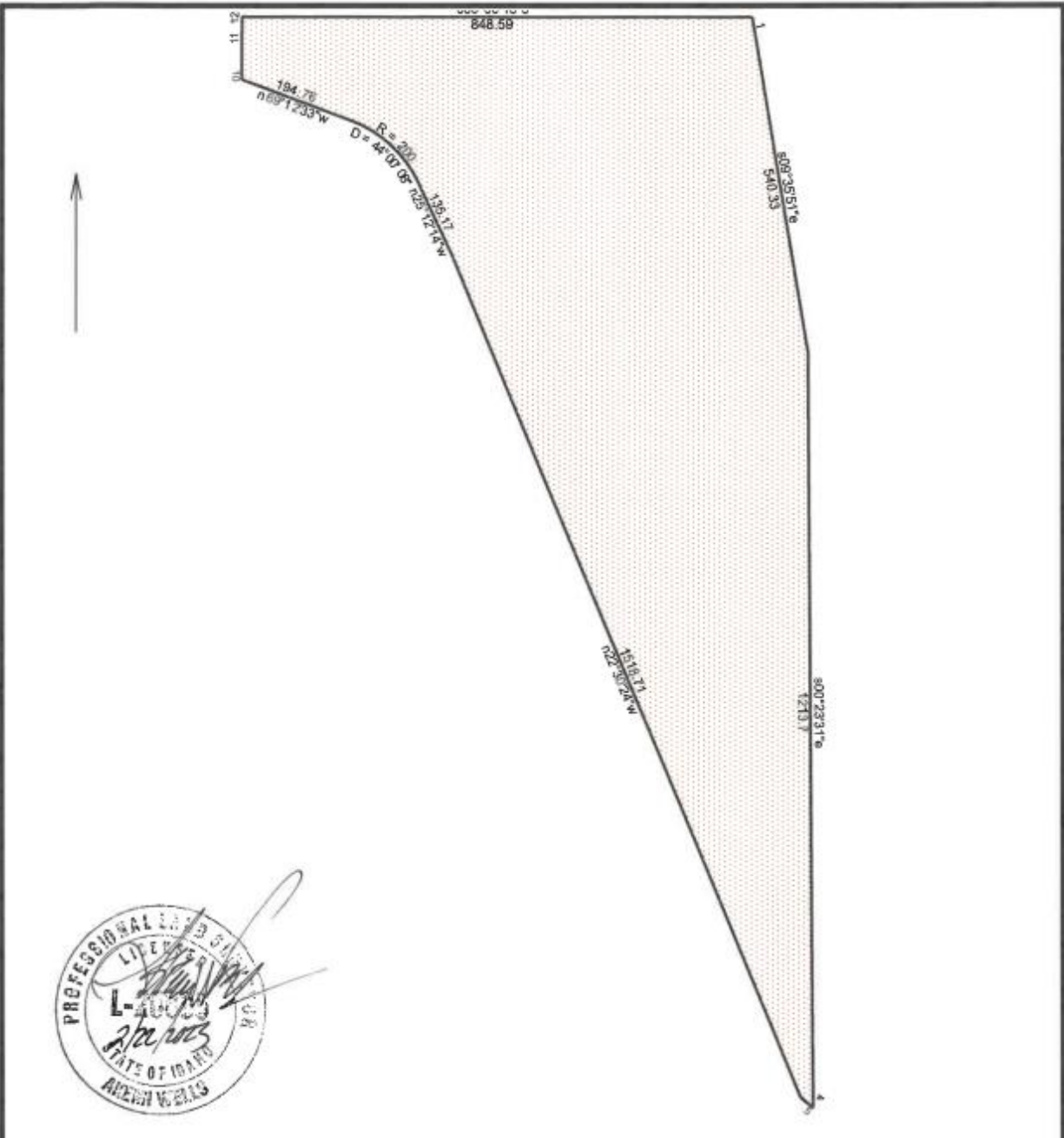
Thence N. 00°25'38" E., a distance of 25.16 feet to a found 5/8 inch diameter bent iron pin without a cap on the Northern boundary of said NE 1/4;

Thence along said Northern boundary, S. 89°56'45" E., a distance of 848.59 feet to the POINT OF BEGINNING.

This parcel contains 16.25 acres more or less.

*SUBJECT TO:* All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

623 11th Ave. South, Nampa, ID 83651 • T. (208) 442-0115 • C. (208) 608-2510 • rgray.cls@gmail.com



**Raap Ranch Annexation Closure** 2/22/2023

Scale: 1 inch= 221 feet | File: Raap Ranch Annexation Closure 02222023.ndp

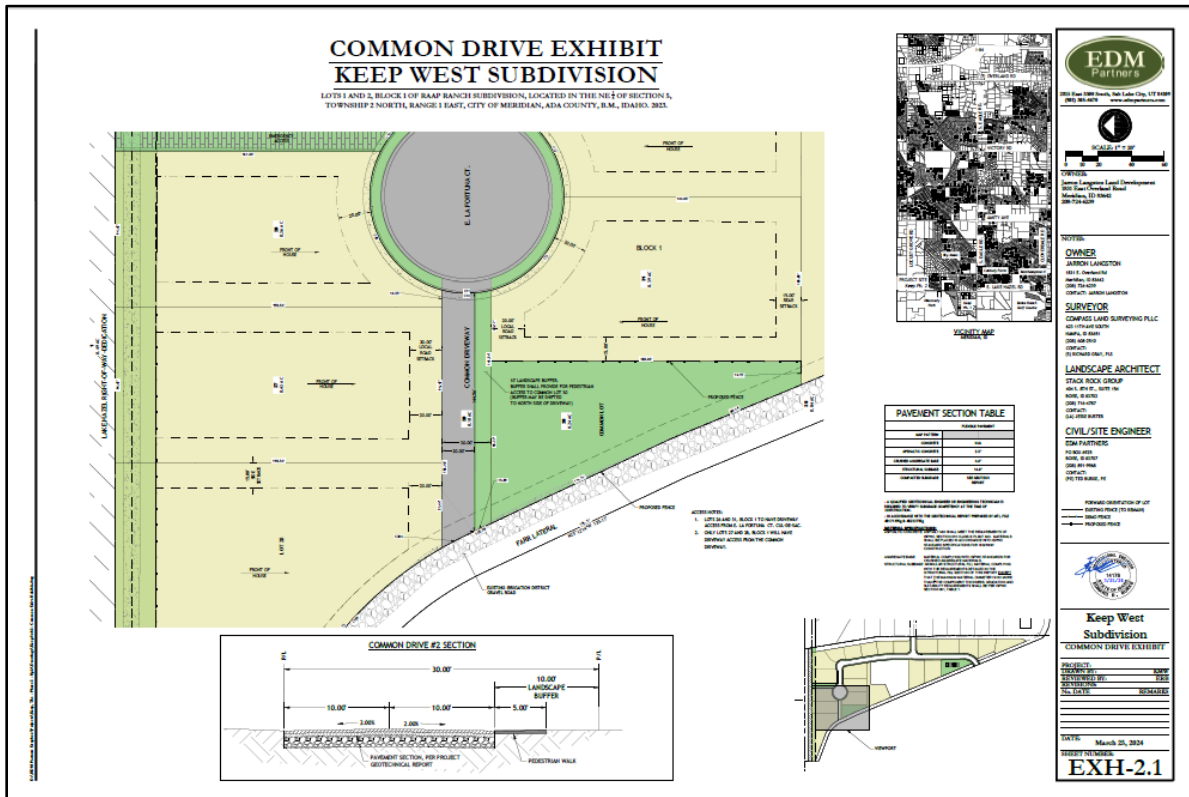
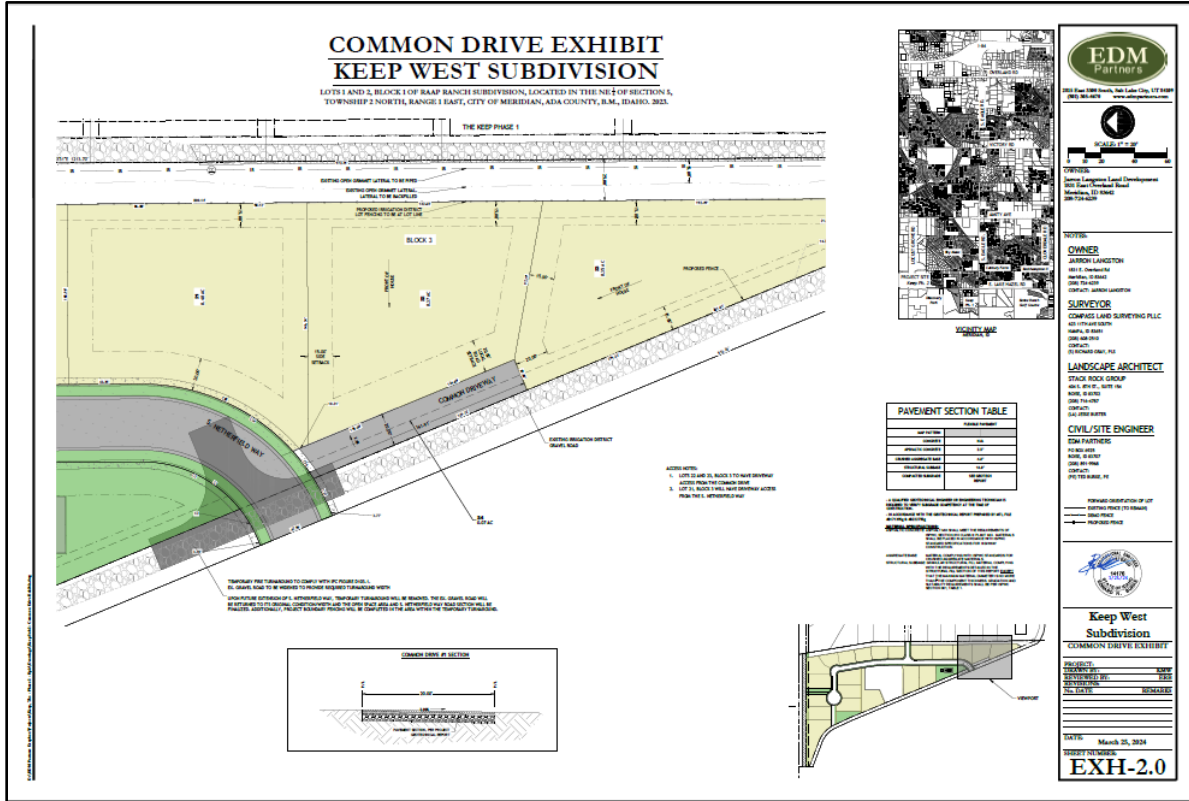
Tract 1: 16.2532 Acres, Closure: n43.5224w 0.01 ft. (1/774805), Perimeter=4808 ft.

01 s10.1652e 25.52	10 n00.0959w 40.74
02 s09.3551e 540.33	11 n00.1055e 38.42
03 s00.2331e 1213.7	12 n00.2538e 25.16
04 s00.2225e 45.93	13 s89.5645e 848.59
05 n49.5957w 27.51	
06 n22.3024w 1518.71	
07 n25.1214w 135.17	
08 Lt, r=200.00, delta=044.0008, chord=n47.1221w 149.85	
09 n69.1233w 194.76	





D. Common Driveway Exhibit (dated: 2/15/24 3/25/24)

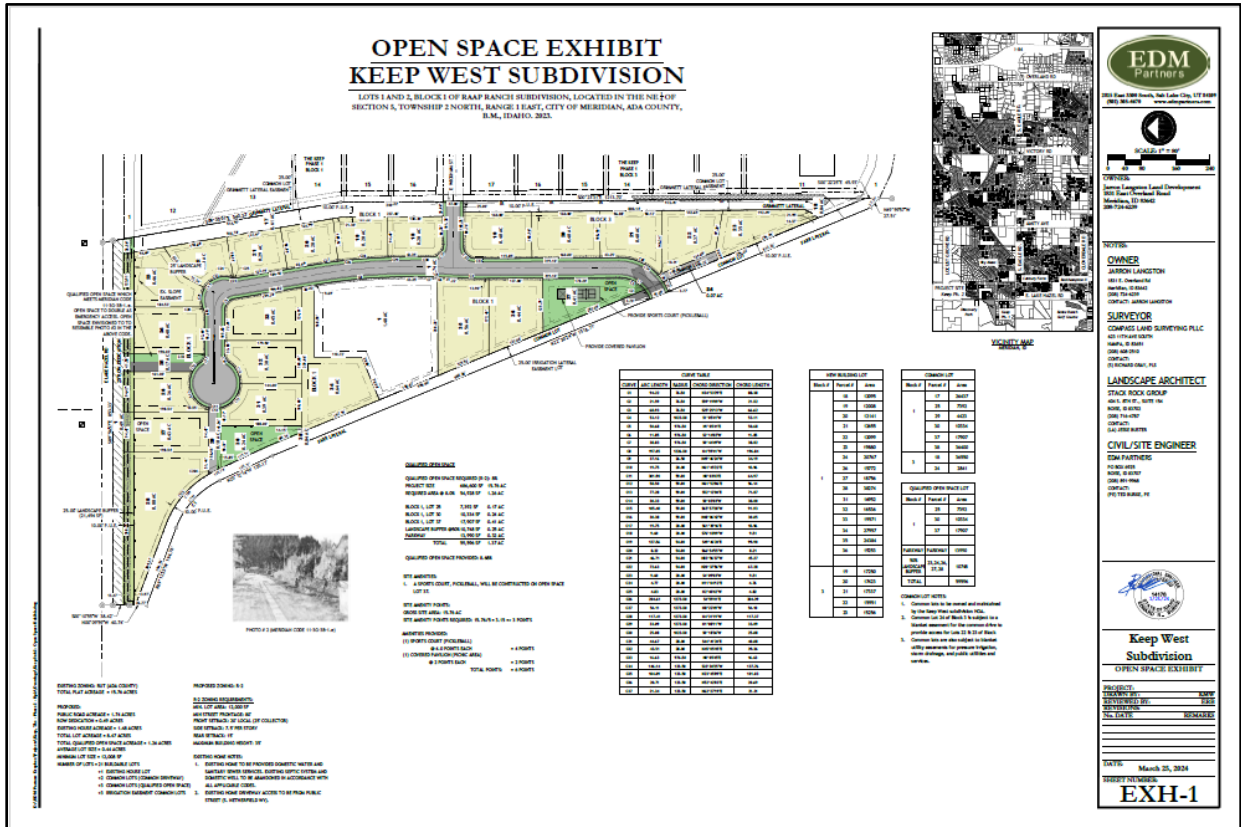








F. Open Space Exhibit (dated: 2/15/24 3/35/24)



G. Conceptual Building Elevations







## IX. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the preliminary plat, common driveway exhibit, landscape plan and conceptual building elevations included in Section VIII and the provisions contained herein.
  - b. The applicant shall provide a covered pavilion (picnic area) and sports court for pickle ball as amenities for the Keep West subdivision as proposed in the preliminary plat.
  - c. The existing home shall connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
2. The final plat shall include the following notes and revisions:
    - a. Lots 27, 30 and 39, Block 1 are non-buildable common lots and will be owned and maintained by the Keep No. 2 Subdivision Homeowners Association.
    - ~~b. Place the landscape buffer along E. Lake Hazel Road in a common lot.~~
    - ~~c. Identify the areas of the Farr and Grimmnett Laterals and the common drive as common lots on the plat.~~
  3. The landscape plan submitted with the final plat shall include the following revisions:
    - ~~a. Include mitigation information for all existing trees being removed from the site in accord with the standards listed in UDC 11-3B-10C.5.~~
    - ~~b. Provide landscaping along both sides of the pathway per UDC 11-3B-12.C~~
    - ~~c. Extend the pathway on Lot 34, Block 1 to the cul-de-sac instead of having it dead end at Lot 40, Block 1.~~
  4. The common driveways for Lot 22, ~~and 23, 27 and 28~~ Block 3 shall comply with the standards listed in UDC 11-6C-3D and the exhibit in Section VIII.C.
  5. The address of the existing home shall change with development of the subdivision.
  6. The Applicant shall obtain a Council waiver to allow the Farr Lateral to remain open in a natural state at the Council hearing, per UDC 11-3A-6. Written documentation from the Boise Board of Project Control approving the tiling of the Grimmnett Lateral is required prior to signature on the final plat OR leave it open in a natural state if allowed. This document shall be submitted 15 days prior to the City Council hearing.
  7. **~~The applicant shall submit a revised plat map, fifteen days prior to the City Council meeting, showing the cul-de-sac does not exceed the required 750 feet in length.~~**

8. Except the existing home located at 6519 S. Raap Ranch Lane, all other existing structures shall be removed from the site prior to submittal of the final plat for City Engineer signature.
9. Comply with the subdivision design and improvement standards listed in UDC [11-6C-3](#).
10. Approval of a preliminary plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat. Upon written request and filing by the applicant prior to the termination of the period, the director may authorize a single extension of time to obtain the city engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of this title.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330390&dbid=0&repo=MeridianCity>

**C. PARK'S DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330381&dbid=0&repo=MeridianCity>

**D. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330404&dbid=0&repo=MeridianCity>

**E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330749&dbid=0&repo=MeridianCity>

**F. ADA COUNTY**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331610&dbid=0&repo=MeridianCity>

**G. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330390&dbid=0&repo=MeridianCity>

**H. BOISE PROJECT BOARD OF CONTROL**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331610&dbid=0&repo=MeridianCity>

## FINDINGS

### A. Annexation and/or Rezone (UDC 11-5B-3E)

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

**1. The map amendment complies with the applicable provisions of the comprehensive plan;**

*Commission finds the Applicant's request to annex the subject property with R-2 zoning and develop single-family detached dwellings on the site at a gross density of 1.46 units per acre is generally consistent with the Comprehensive Plan per the analysis in Section V.*

**2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;**

*Commission finds the proposed map amendment to R-2 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.*

**3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;**

*Commission finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential uses should be compatible with adjacent single-family residential homes/uses in the area.*

**4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and**

*Commission finds City services are available to be provided to this development.*

**5. The annexation (as applicable) is in the best interest of city.**

*Commission finds the proposed annexation is in the best interest of the city.*

### B. Preliminary Plat (UDC 11-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings: (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

**1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code; (Ord. 08-1372, 7-8-2008, eff. 7-8-2008)**

*Commission finds the proposed plat is in conformance with the UDC and generally conforms with the Comprehensive Plan.*

**2. Public services are available or can be made available and are adequate to accommodate the proposed development;**

*Commission finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.*

3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;

*Commission finds the proposed plat is in conformance with scheduled public improvements in accord with the City's capital improvement program.*

4. There is public financial capability of supporting services for the proposed development;

*Commission finds there is public financial capability of supporting services for the proposed development.*

5. The development will not be detrimental to the public health, safety or general welfare; and

*Commission finds the proposed development will not be detrimental to the public health, safety or general welfare.*

6. The development preserves significant natural, scenic or historic features. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

*Commission is unaware of any significant natural, scenic or historic features that need to be preserved with this development.*



## AGENDA ITEM

**ITEM TOPIC:** Approval of Construction Contract to Treasure Valley Drilling, LLC for Construction of Production Well #34 project for the Not-To-Exceed amount of \$977,670.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Darren Brasseur, Procurement Division      **Meeting Date:** April 23, 2024  
**Presenter:** Consent      **Estimated Time:** 5-10 Min.  
**Topic:** Approval of Construction Contract to Treasure Valley Drilling, LLC for Construction of Production Well# 34 project for the Not-To-Exceed amount of \$977,670.00.

---

### Recommended Council Action:

Approval of Construction Contract for Construction of Production Well# 34 with resulting Purchase Order and authorize the Procurement Manager to sign.

### Background:

This contract is the result of Formal Bid# PW-2415-10634.e. Two (2) bids were received.

## CONTRACT CHECKLIST

I. PROJECT INFORMATION		
Date: <u>3/8/2024</u>	REQUESTING DEPARTMENT	<b>Public Works</b>
Project Name: <b>Production Well #34 (Construction)</b>		
Project Manager: <u>Brent Blake</u>	Contract Amount: <b>\$977,670</b>	
Contractor/Consultant/Design Engineer: <u>Treasure Valley Drilling, LLC</u>		
Is this a change order?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Change Order No. _____		

II. BUDGET INFORMATION (Project Manager to Complete)	III. Contract Type
Fund: <u>60</u> Budget Available (Purchasing attach report): Department: <u>3490</u> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> GL Account: <u>96179</u> FY Budget: <u>FY24</u> Project Number: <u>10634.e</u> Enhancement:    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Will the project cross fiscal years?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Construction <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> Professional Service <input type="checkbox"/> Equipment <input type="checkbox"/> Grant <input type="checkbox"/>

IV. GRANT INFORMATION - to be completed only on Grant funded projects			
Grant #: <u>N/A</u>	Wage Determination Received: <u>N/A</u> <small>Print and Attach the determination</small>	Wage Verification 10 Days prior to bid due date: <u>N/A</u> <small>Print, attach and amend bid by addendum (if changed)</small>	Debarment Status (Federal Funded): <u>N/A</u> <small><a href="http://www.sam.gov">www.sam.gov</a> Print and attach</small>

V. BASIS OF AWARD		
BID	RFP / RFQ	TASK ORDER
<b>Award based on Low Bid</b>	<b>Highest Ranked Vendor Selected</b>	Master Agreement Category: <u>N/A</u>
(Bid Results Attached)    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	(Ratings Attached)    Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: <u>N/A</u>
Typical Award    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If no please state circumstances and conclusion: _____		
Date Award Posted: <u>Wednesday April 3, 2024</u>	7 day protest period ends:	<u>Thursday April 10, 2024</u>

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION			
PW License: <u>046777 &amp; IDWRWD License: 560</u>	Expiration Date: <u>2/28/2025</u>	Corporation Status: <u>Active-Existing</u>	
Insurance Certificates Received (Date): <u>TBD</u>	Expiration Date: <u>TBD</u>	Rating: <u>TBD</u>	
Payment and Performance Bonds Received (Date): <u>TBD</u>	Rating: <u>TBD</u>		
Builders Risk Ins. Req'd:    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, has policy been purchased? <u>N/A</u>		
<small>(Only applicable for projects above \$1,000,000)</small>			

VII. TASK ORDER SELECTION (Project Manager to Complete)		
Reason Consultant Selected	<input type="checkbox"/> 1 Performance on past projects <input type="checkbox"/> Quality of work <input type="checkbox"/> On Time	<input type="checkbox"/> On Budget <input type="checkbox"/> Accuracy of Construction Est
<input type="checkbox"/> 2 Qualified Personnel <input type="checkbox"/> 3 Availability of personnel <input type="checkbox"/> 4 Local of personnel		
Description of negotiation process and fee evaluation: Lowest responsive and qualified bid.		
_____ Enter Supervisor Name		_____ Date Approved

VIII. AWARD INFORMATION			
Date Submitted to Clerk for Agenda: <u>April 12, 2024</u>	Approval Date: <u>April 23, 2024</u>	By: <u>City Council</u>	
Purchase Order No.: <u>TBD</u>	Date Issued: <u>TBD</u>	WH5 submitted: <u>TBD</u>	
<small>(Only for PW Construction Projects)</small>			
NTP Date: <u>TBD</u>			



**CONTRACT FOR PUBLIC WORKS CONSTRUCTION  
CONSTRUCTION OF PRODUCTION WELL# 34  
PROJECT # 10634.e**

**THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION** is made this 3rd Day of Aril, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", 33 East Broadway Avenue, Meridian, Idaho 83642, Treasure Valley Drilling, LLC, hereinafter referred to as "Contractor", whose business address is 5840 Adams Rd., New Plymouth, ID 83655 whose Public Works Contractor License # is PWC-C-046777 and Idaho Department of Water Resources Well Drillers License # is 560.

**INTRODUCTION**

WHEREAS, the City has a need for construction services involving the Construction of Production Well# 34 per established plans and specifications; and

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

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

**TERMS AND CONDITIONS**

**1. Scope of Work:**

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

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

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



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

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

## **2. Consideration**

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of \$977,670.00.

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

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

## **3. Term:**

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

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



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

**4. Liquidated Damages:**

Substantial Completion shall be accomplished within 180 (One Hundred and Eighty) calendar days from date of Notice to Proceed. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500 (Five Hundred Dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

Upon receipt of a Notice to Proceed, the Contractor shall have 210 (Two Hundred and Ten) calendar days to complete the work as described herein. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$500 (Five Hundred Dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty. See Milestones listed in the Payment Schedule for Substantial Completion.

**5. Termination:**

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

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

5.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the



purposes of set-off until such time as the exact amount of damages due the City from Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve Contractor of liability to the City for damages.

**6. Independent Contractor:**

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

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

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

**7. Sub-Contractors:**

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

**8. Removal of Unsatisfactory Employees:**

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

**9. Indemnification and Insurance:**

9.1 Contractor shall indemnify and save and hold harmless City and its selected officials, officers, employees, agents, and volunteers from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by



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

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

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

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

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



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

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

**10. Time is of the Essence:**

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

**11. Bonds:**

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

**12. Warranty:**

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

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

**13. Changes:**

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

**14. Taxes:**

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

**15. Meridian Stormwater Specifications:**

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

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

**16. ACHD:**

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

**17. Reports and Information:**

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

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



**18. Audits and Inspections:**

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

**19. Publication, Reproduction and Use of Material:**

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

**20. Equal Employment Opportunity:**

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

**21. Employment of Bona Fide Idaho Residents:**

Contractor must comply with Idaho State Statute 44-1002 which states that the Contractor employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work.

**22. Advice of Attorney:**

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

**23. Attorney Fees:**

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

**24. Construction and Severability:**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**25. Waiver of Default:**

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

**26. Entire Agreement:**

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

**27. Assignment:**

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

**28. Payment Request:**

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



**29. Cleanup:**

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

**30. Order of Precedence:**

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

**31. Compliance with Laws:**

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

**Certifications.**

Pursuant to Idaho Code §§ 67-2359 and 67-2346, Contractor hereby certifies:

- A. That Contractor is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
- B. That Contractor is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.

**32. Applicable Law:**

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

**33. Notices:**

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

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

**CONTRACTOR:**  
Treasure Valley Drilling, LLC  
Attn: Trisha Post  
5840 Adams Rd.,  
New Plymouth, ID 83655  
Phone: 208-465-6100  
Email: tvdrilling@gmail.com  
Public Works Contractor  
License#: PWC-C-046777  
IDWR Well Drillers License#: 560

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

**34. Approval Required:**

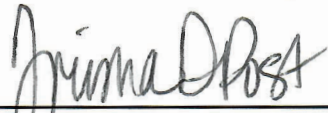
This Agreement shall not become effective or binding until approved by the City of Meridian.

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
KEITH WATTS, Procurement Manger

DATED: \_\_\_\_\_

**TREASURE VALLEY DRILLING, LLC:**

BY:  \_\_\_\_\_  
TRISHA POST, Principal

DATED: 04/08/2024 \_\_\_\_\_

**Project Manager**  
Brent Blake

# EXHIBIT A

## SPECIFICATIONS / SCOPE OF WORK

**REFER TO INVITATION TO BID (PKS-2415-10634.e) ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS INCLUDED IN THE INVITATION TO BID PACKAGE (PW-2415-10634.e), ARE BY THIS REFERENCE MADE A PART HEREOF.**

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

A 24-inch diameter surface casing (mild steel) will be installed to 50 feet bgs and sealed with a cement/bentonite grout mix. The new well will be constructed inside a nominal 23-inch diameter borehole. The well will be constructed using 750 feet of 17.4-inch pipe O.D. (18.7-inch coupler O.D.), blank, Certa-Lok PVC Well Casing supplied by CertainTeed Corporation. Centralizers will be installed at each joint (across each coupler; every 20 feet). The annular space between the PVC casing and 23-inch borehole will be sealed using a cement/bentonite grout mix to 750 feet bgs.

Following PVC casing installation, a 15-inch diameter borehole will be advanced from 750 feet bgs to 820 feet bgs. 85 feet of 10-inch "telescope" (8.75-inch I.D.), 0.030-inch aperture (subject to change based on sieve results from drill cuttings collected during drilling the borehole for the production well), 304L stainless steel, wire wrap, Hi-Flow (Hi-Q) well screen manufactured by Johnson Screens/US Filter will be installed inside the 15-inch nominal diameter borehole from 735 feet to 820 feet. Stainless steel centralizers will be welded to each screen joint (every 20 feet). A stainless-steel packer assembly will be installed between the blank PVC casing and stainless-steel screen, with the top of the packer assembly at approximately 730 feet bgs.

**See the following separate attached documents:**

- 5 - Drawings~Plans for Construction of Production Well# 34.
- 6 - Technical Specifications for Construction of Production Well# 34



# EXHIBIT B

## MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Contract shall not exceed \$977,670.00.

MILESTONE DATES/SCHEDULE					
Milestone 1	Substantial Completion	180 Days From Date of NTP			
Milestone 2	Final Completion	210 Days From Date of NTP			
PRICING SCHEDULE					
Contract includes furnishing all labor, materials, equipment and incidentals as required for Construction of Production Well# 34.					
<b>NOT-TO-EXCEED AMOUNT.....\$977,670.00</b>					
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by City. The City will pay the Contractor based on actual quantities of each item of work in accordance with the contract documents.					
CONTRACT PRICING SCHEDULE					
Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	Permitting/Mobilization/Demobilization/Cleanup.	1	LS	\$65,000.00	\$65,000.00
2	Furnish and Install 24-Inch Surface Casing and Seal and Complete the Well Head.	55	LF	\$1,125.00	\$61,875.00
3	23-Inch Direct Mud Rotary Borehole Drilling.	750	LF	\$480.00	\$360,000.00
4	Caliper Log of the 23-Inch Borehole.	1	LS	\$7,500.00	\$7,500.00
5	Furnish and Install 17.4-Inch Pipe O.D. (18.7- Inch Coupler O.D.), 15.1-Inch Minimum I.D., Blank, Certa-Lok PVC Well Casing as Supplied by Certain Teed Corporation or Approved Equivalent as Determined and Approved in Writing by the City.	750	LF	\$248.00	\$186,000.00

6	Seal the Annular Space Between the 23-Inch Borehole and PVC Casing From 8 Feet Bgs to 720 Bgs Using a Bentonite/Cement Grout Mix and From 720 to 750 Feet Bgs Using 3/4-Inch Bentonite Chips (Baroid or Approved Equivalent).	742	LF	\$85.00	\$63,070.00
7	15-Inch Direct Mud Rotary Borehole Drilling.	70	LF	\$320.00	\$22,400.00
8	Borehole Geophysical Survey and Caliper Log of the 15-Inch Borehole.	1	LS	\$7,500.00	\$7,500.00
9	Furnish and Install Stainless Steel Wire-Wrap Well Screen Assembly.	85	LF	\$300	\$25,500.00
10	Furnish and Install Premier Silica Sand Filter Pack.	85	LF	\$85.00	\$7,2250.00
11	Furnish and Install Stainless Steel Packer.	1	LS	\$16,500.00	\$16,500.00
12	Furnish, Install, and Remove Test Pump.	1	LS	\$25,000.00	\$25,000.00
13	Mechanical and Pump Development.	120	HR	\$650.00	\$78,000.00
14	Test Pumping.	40	HR	\$650.00	\$26,000.00
15	Video Log.	1	LS	\$1,000.00	\$1,000.00
16	Disinfection.	1	LS	\$9,500.00	\$9,500.00
17	Rig Time.	24	HR	\$650.00	\$15,600.00
<b>CONTRACT TOTAL: \$977,670.00</b>					



## AGENDA ITEM

**ITEM TOPIC:** Landscape Maintenance Services Amendment No.9 to Lawn Co. for Landscape Maintenance Services for Fiscal Year 2024 services for the Not-to-Exceed amount of \$259,200.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Sandra Ramirez, Procurement Div.                      **Meeting Date:** April 12, 2024  
**Presenter:** N/A                                                              **Estimated Time:** 0.00  
**Topic:** Landscape Maintenance Services Amendment No.9 for FY24 Services

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### Recommended Council Action:

Approve contract amendment to Lawn Co. for Landscape Maintenance services for FY24 for the Not-to-Exceed amount of \$259,200.00 and authorize the Procurement Manager to sign the Purchase Order for the No-to-Exceed amount of \$259,200.00.

### Background:

FY24 is the final year to this service contract with Lawn Co.





**City Of Meridian**  
 Statement of Revenues and Expenditures - Rev and Exp Report - Sandra  
**5210 - Parks Division**  
**01 - General Fund**  
 From 10/1/2023 Through 9/30/2024

		Budget with Amendments	Current Year Actual	Budget Remaining
	OPERATING COSTS			
55704	Contracted Services	363,836.52	95,505.13	268,331.39
	Total OPERATING COSTS	363,836.52	95,505.13	268,331.39
	DEPT EXPENDITURES	363,836.52	95,505.13	268,331.39
	TOTAL EXPENDITURES	363,836.52	95,505.13	268,331.39



CITY OF MERIDIAN
CONTRACT AMENDMENT No 9

LAWN CO.
For
LANDSCAPE MAINTENANCE SERVICES

CONTRACTOR NAME: Lawn Co
DEPARTMENT NAME: Parks
ADDRESS: 2581 Wildwood Boise, ID 83713
ADDRESS: 33 E Broadway Ave. Meridian, ID 83642

CURRENT CONTRACT INFORMATION:
Contract Name: Landscape Maintenance Services Project No.: 10151.c
Previous Amendment Date: 7/20/2023 Previous Amendments: 8
Current Contract Dates: START: 10/24/2023 COMPLETION: 11/1/2024
Current Contract Amount (Inclusive of Previous Amendments to Date): \$868,618.20

AMENDMENT TO EXERCISE OPTION TO RENEW
(Check all that Apply)
Amendment to Contract Performance
[X] Amendment to Contract Dates
[X] Amendment to Contract Amount
Other: (Explain)

DESCRIPTION OF REASON FOR AMENDMENT: (Attach all relevant documentation detailing amendment):
Amendment for FY24 services for all locations for Price Code 1 =\$207,140.00 and Price Code 3 =\$52,060.00. Amounts differ from the amounts listed on Exhibit A because as of 4.11.2024, payments have already been applied to FY24. Amending original contract term date and all amendments to date; per contract dated 2.7.2020 contract to expire 11/2024. However, a new contract will be in place on 10/1/2024. New contract expiration/completion date is as follows: September 30, 2024.

NEW CONTRACT INFORMATION:
Amendment Date: 4/11/2024
New Contract Dates: START: 10/1/2023 COMPLETION: 9/30/2024
Amount of Amendment Change \$ 259,200.00
Current Contract Amount (Inclusive of Previous Amendments to Date): \$1,127,818.20

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND PREVIOUS AMENDMENTS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

CITY OF MERIDIAN
BY: Keith Watts, Procurement Manager
Dated:

LAWN CO.
BY: Thad Cork, Owner
Dated: 4/12/24

Exhibit A

**MILESTONE / PAYMENT SCHEDULE**

- A. Total and complete compensation for this Agreement shall not exceed the amounts listed in the below Pricing Schedule.

<b>PRICING SCHEDULE</b>			
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the SERVICES REQUESTED.			
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city.			
<b>Task</b>	<b>PRICE CODE 1</b>	<b>Execution Date</b>	<b>Amount</b>
1	TOTAL YEAR ONE (1) for approx. 30 weeks: Price Code 1	2020	\$147,450.00
2	TOTAL YEAR TWO (2) for 36 weeks: Price Code 1	2021	\$176,940.00
3	TOTAL YEAR THREE (3) for 36 weeks: Price Code 1	2022	\$182,340.00
4	TOTAL YEAR FOUR (4) for 36 weeks: Price Code 1	2023	\$225,392.20
5	TOTAL YEAR FIVE (5) for 36 weeks: Price Code 1	2024	\$263,228.20
<b>PRICE CODE 2</b>			
6	TOTAL YEAR ONE (1) for approx. 30 weeks: Price Code 2	2020	\$19,200.00
7	TOTAL YEAR TWO (2) for 36 weeks: Price Code 2	2021	\$23,040.00
8	TOTAL YEAR THREE (3) for 36 weeks: Price Code 2	2022	\$23,740.00
9	TOTAL YEAR FOUR (4) for 36 weeks: Price Code 2	2023	\$30,094.20
10	TOTAL YEAR FIVE (5) for 36 weeks: Price Code 2	2024	\$30,904.20
<b>ITEMS 1-10 Total And Complete Compensation Not To Exceed</b>			<b>\$1,122,328.80</b>

<b>OPTIONAL WORK</b>			
The pricing schedule below shall be utilized if incorporated by written Contract Amendment.			
<b>Task</b>	<b>ALTERNATE BID A</b>	<b>Execution Date</b>	<b>Amount</b>
1	TOTAL YEAR ONE (1) for approx. 30 weeks: Price Code 3	2020	\$46,800.00
2	TOTAL YEAR TWO (2) for 36 weeks: Price Code 3	2021	\$56,160.00
3	TOTAL YEAR THREE (3) for 36 weeks: Price Code 3	2022	\$57,845.00
4	TOTAL YEAR FOUR (4) for 36 weeks: Price Code 3	2023	\$62,472.60

5	<b>TOTAL YEAR FIVE (5) for 36 weeks: Price Code 3</b>	<b>2024</b>	<b>\$64,346.40</b>
	<b>Total Alternate Bid A Not To Exceed Amount</b>		<b>\$287,624.00</b>

<b>Task</b>	<b>ALTERNATE BID B</b>	<b>Execution Date</b>	<b>Amount</b>
1	Ten Mile Interchange Trash Removal Offseason (Monthly)	Yr. 1-5	\$345.00 per month
2	Fothergill Pathway Trash Removal Offseason (Monthly)	Yr. 1-5	\$140.00 per month
3	City Hall Trash Removal Offseason (Weekly)	Yr. 1-5	\$35.00 per week
4	Split Corridor Trash Removal Offseason (Weekly)	Yr. 1-5	\$50.00 per week
5	Generations Plaza Trash Removal Offseason (Weekly)	Yr. 1-5	\$35.00 per week
6	All Contract Sites Trash Removal Offseason (Monthly)	Yr. 1-5	\$345.00 per month
	<b>Total Alternate Bid B Not To Exceed Amount</b>		<b>\$3,930.00 per off season</b>



# CITY OF MERIDIAN

**Purchasing Department**  
 33 E BROADWAY AVE, STE 106  
 MERIDIAN, ID 83642  
 TEL: (208) 489-0417  
 FAX: (208) 887-4813

**SHIP TO**  
**CITY OF MERIDIAN**  
 Parks

Purchase Requisition	
DATE OF REQUEST	2/8/2024
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER	
AVAILABLE BUDGET AMOUNT	<b>\$288,231.39</b>
IS BUDGET AMENDMENT REQUIRED?	No
CITY SUPPORT TICKET NO.	

SUGGESTED VENDOR

LawnCo 2581 Wildwood St Boise ID 83713
-------------------------------------------

PROJECT MANAGER		PAYMENT TERMS	FREIGHT TERMS	F.O.B.	REQUESTOR
Roger Norberg		NET 30	PREPAID	DESTINATION	Roger Norberg

PROJECT NAME: LawnCo PC 1 and 3 2024 Maintenance Budget Contact Ends 9/30/2024

Description of Purchase	Quantity and Pricing			ACCOUNTING CODES				TOTAL AMOUNT
	PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION	QTY	UNIT	UNIT PRICE	FUND	DEPT CODE	EXPENSE OR GL ACCOUNT #	
Base Budget 2024 Price Code 1	1	ea	\$ 207,140.00	1	5210	55704		\$ 207,140.00
Base Budget 2024 Price Code 3	1	ea	\$ 52,060.00	1	5210	55704		\$ 52,060.00
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

**NOTES:** Council Approval Date: 10/1/2023

	<b>\$259,200.00</b>
Mike Barton	
AUTHORIZED DEPARTMENT SIGNATURE	



## How to fill out the Purchase Requisition.

Fill in the **SHIP TO DEPARTMENT NAME**.

This is the name of the requesting department and where the product will be shipped

If the Ship To location is somewhere other than the department location, please enter that address in the lines below the department name and highlight it.

Fill in the **DATE OF REQUEST** located in the box on the right hand side of the form.

Fill in the amount of budget available for this commitment.

Is a budget amendment required to fund this request? Answer **YES** or **NO**.

Enter the name of the **SUGGESTED VENDOR**.

Please check with FINANCE to verify that the City of Meridian has the vendor set up as an account.

If the vendor is not set up, request that a W-9 form be submitted to FINANCE before placing the order.

If PURCHASING receives this Purchase Requisition and the vendor is not set up, an order processing delay occurs

If vendor will be determined by procurement process, enter "TBD"

CITY SUPPORT (JITBIT) TICKET NO is entered by purchasing staff.

Enter the **PROJECT NAME, TASK ORDER NAME AND NUMBER** and/or **PROJECT/COMMITMENT NUMBER**

Enter the name of the **PROJECT MANAGER** and **REQUESTOR**.

Under "PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION

Enter the COMMITMENT NAME, **TASK ORDER** or **PROJECT DESCRIPTION**, Part Number or Description of Item being purchased

If you have more than one item, enter each on a separate line.

Enter the **QUANTITY** for each line item.

Enter the **UNIT** and **UNIT PRICE** for each line item. (Task orders and contracts should be listed as QTY 1 and UNIT EA. Unit price and total will be equal.)

### ACCOUNTING CODES

Enter the **FUND** that you want the expense to impact

1) The **FUND** number will be either:

(a) 01, 07, 08, 20, 55, or 60 depending on what FUND the budget is in

Enter the **DEPARTMENT CODE** you want the expense to impact

1) The DEPARTMENT CODE is a 4 digit number that corresponds to your department

Enter the **GL ACCOUNT NUMBER** (Expense Account) for each item.

1) The GL ACCOUNT NUMBER (Expense Account) is the 5 digit number where the budgets are located

Enter the **PROJECT CODE / COMMITMENT #** you want the expense to impact

1) The PROJECT CODE / COMMITMENT is an alpha numeric code that identifies a specific project or commitment to charge all expenses to

### **INFORMATION ONLY**

The FUND, DEPARTMENT CODE, GL ACCOUNT NUMBER, AND PROJECT CODE make up the accounting code for your request.

The accounting code will hold the budget dollars and actual expenses for your PO request.

*Accuracy is important as the resulting PO encumbers this accounting code (budget line item).*

Not all requests will have a project number. Call Purchasing if you are unsure.

This form will automatically total your request.

In the NOTES field add any information that you feel is significant.

AUTHORIZED DEPARTMENT SIGNATURE

Each department has a list of employees and amounts that they are authorized to sign for.

Please make sure that the authorized department personnel signs the form.

The completed and signed form must be submitted to Purchasing, along with the required support documents via a **CITY SUPPORT(JITBIT)** ticket.

**PRINT AND SUBMIT ONLY PAGE 1 (NOT THESE INSTRUCTIONS)**

## How to fill out the Purchase Requisition.

Fill in the **SHIP TO DEPARTMENT NAME**.

This is the name of the requesting department and where the product will be shipped

If the Ship To location is somewhere other than the department location, please enter that address

Fill in the **DATE OF REQUEST** located in the box on the right hand side of the form.

Fill in the amount of budget available for this commitment.

Is a budget amendment required to fund this request? Answer **YES** or **NO**.

Enter the name of the **SUGGESTED VENDOR**.

Please check with FINANCE to verify that the City of Meridian has the vendor set up as an account.

If the vendor is not set up, request that a W-9 form be submitted to FINANCE before placing the order.

If PURCHASING receives this Purchase Requisition and the vendor is not set up, an order processing

If vendor will be determined by procurement process, enter "TBD"

CITY SUPPORT (JITBIT) TICKET NO is entered by purchasing staff.

Enter the **PROJECT NAME, TASK ORDER NAME AND NUMBER** and/or **PROJECT/COMMITMENT NUMBER**

Enter the name of the **PROJECT MANAGER** and **REQUESTOR**.

Under "PART NUMBER / DESCRIPTION / COMMITMENT NAME / TASK ORDER / CONTRACT / PROJECT DESCRIPTION"

Enter the **COMMITMENT NAME, TASK ORDER** or **PROJECT DESCRIPTION**, Part Number or Description

If you have more than one item, enter each on a separate line.

Enter the **QUANTITY** for each line item.

Enter the **UNIT** and **UNIT PRICE** for each line item. (Task orders and contracts should be listed as QTY 1 and UNIT PRICE)

### **ACCOUNTING CODES**

Enter the **FUND** that you want the expense to impact

1) The **FUND** number will be either:

(a) 01, 07, 08, 20, 55, or 60 depending on what FUND the budget is in

Enter the **DEPARTMENT CODE** you want the expense to impact

1) The **DEPARTMENT CODE** is a 4 digit number that corresponds to your department

Enter the **GL ACCOUNT NUMBER** (Expense Account) for each item.

1) The **GL ACCOUNT NUMBER** (Expense Account) is the 5 digit number where the budgets are located

Enter the **PROJECT CODE / COMMITMENT #** you want the expense to impact

1) The **PROJECT CODE / COMMITMENT** is an alpha numeric code that identifies a specific project or commitment

### **INFORMATION ONLY**

The **FUND, DEPARTMENT CODE, GL ACCOUNT NUMBER, AND PROJECT CODE** make up the accounting code for your PO request.

The accounting code will hold the budget dollars and actual expenses for your PO request.

*Accuracy is important as the resulting PO encumbers this accounting code (budget line item).*

Not all requests will have a project number. Call Purchasing if you are unsure.

This form will automatically total your request.

In the **NOTES** field add any information that you feel is significant.

**AUTHORIZED DEPARTMENT SIGNATURE**

*You may remove the highlight in the signature boxes. It makes*

Each department has a list of employees and amounts that they are authorized to sign for.

Please make sure that the authorized department personnel signs the form.

The completed and signed form must be submitted to Purchasing, along with the required support documents v

**PRINT AND SUBMIT ONLY PAGE 1 (NOT THESE INSTRUCTIONS)**

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## AGENDA ITEM

**ITEM TOPIC:** License Agreement between Nampa Meridian Irrigation District and the City of Meridian for multi-use pathway along the Tenmile Sub Drain at Foxcroft Subdivision

AGREEMENT

AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the “District,” and

THE CITY OF MERIDIAN, a political subdivision and  
municipality of the State of Idaho

hereinafter referred to as the “City,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District’s ditches and within some of the District’s easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, hereinafter referred to as the “Master Pathway Agreement;” and,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City’s pathway planning through early consultation between the City and the District; to establish a process for the City’s submission of pathway requests and the District’s consideration of such requests; and to provide the general conditions for the District’s approval and authorization of pathway requests affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District’s easements and/or fee title property along and across the District’s ditches, canals and easements/fee title property therefor upon the terms and conditions of said Master Pathway Agreement and after the execution of an agreement for each proposed crossing and encroachment; and,

WHEREAS, the City is the owner of the real property easement / right of way that is servient to the District’s easement/fee title property particularly described in the “Legal Description” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the TEN MILE DRAIN (hereinafter referred to as “ditch or canal”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and

WHEREAS, the City desires approval to construct, install, operate and maintain: 1) a 10' wide pedestrian pathway within the District’s easement for the Ten Mile Drain, under the terms and conditions of said Master Pathway Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Pathway Agreement, the parties hereto

agree as follows:

1. The City may construct, operate, maintain and repair: 1) a 10' wide pedestrian pathway within the District's easement for the Ten Mile Drain, within Foxcroft Subdivision No. 3, located in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or canal shall be performed in accordance with the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The permitted hours of use of the pathway shall be from one half hour before sunrise and one half hour after sunset.

4. The parties hereto incorporate in and make part of this Agreement all the covenants, conditions, and agreements of said Master Pathway Agreement unchanged except as the result of the provisions of this Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed and the Licensee has caused its name to be subscribed by its duly authorized officer, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By \_\_\_\_\_  
Greg Curtis, Water Superintendent

STATE OF IDAHO     )  
                                  ) ss:  
County of Canyon    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared GREG CURTIS, known to me to be the Water Superintendent of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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: \_\_\_\_\_



THE CITY OF MERIDIAN

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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 \_\_\_\_\_  
Residing at \_\_\_\_\_,  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

A right-of-way/easement located at or near Foxcroft Subdivision No. 3 in the SW1/4 of the NE1/4 of Section 10, Township 3 North, Range 1 West, B.M., Meridian, Ada County, Idaho as more specifically described/depicted in Exhibit A-1 attached hereto and by this reference incorporated herein.

**EXHIBIT B**  
**Location of Property/Drain**

*See* Exhibit C-1 attached hereto.

**EXHIBIT C**  
**Special Conditions**

- a. The location and construction of the pathway, pedestrian bridge and landscaping shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. Licensee acknowledges that the District's easement for the Ten Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet on either side of the centerline of the ditch or drain facing downstream.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

Description for  
**Pathway Easement**  
Foxcroft Subdivision No. 3  
March 20, 2024

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

**Easement 1**

Commencing at the East 1/4 corner of said Section 10 from which the Center 1/4 corner of said Section 10 bears, North 89°36'02" West, 2655.68 feet; thence on the east-west centerline of said Section 10, North 89°36'02" West, 1327.84 feet to the Center-East 1/16 corner of said Section 10; thence on the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, North 00°03'48" East, 609.34 feet to the **POINT OF BEGINNING**;

thence leaving said east boundary line, North 89°45'12" West, 19.84 feet;

thence North 86°52'23" West, 78.88 feet;

thence South 89°14'16" West, 506.04 feet;

thence North 66°57'48" West, 62.84 feet;

thence North 13°54'29" West, 37.51 feet to the north boundary line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said north boundary line, South 89°37'19" East, 14.45 feet;

thence leaving said north boundary line, South 13°54'29" East, 17.97 feet;

thence South 40°26'08" East, 16.08 feet;

thence South 66°57'48" East, 33.43 feet;

thence South 79°19'35" East, 21.34 feet;

thence North 89°14'16" East, 551.43 feet;



thence South 85°32'14" East, 39.27 feet to the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said east boundary line, South 00°03'48" West, 16.13 feet to the **POINT OF BEGINNING**.

Containing 10,014 square feet or 0.230 acres, more or less.

**AND**

**Easement 2**

Commencing at the East 1/4 corner of said Section 10 from which the Center 1/4 corner of said Section 10 bears, North 89°36'02" West, 2655.68 feet; thence on the east-west centerline of said Section 10, North 89°36'02" West, 1327.84 feet to the Center-East 1/16 corner of said Section 10; thence on the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, North 00°03'48" East, 439.60 feet to the **POINT OF BEGINNING**;

thence leaving said east boundary line, North 89°56'12" West, 111.70 feet;

thence 21.46 feet along the arc of curve to the left having a radius of 73.50 feet, a central angle of 16°43'39" and a long chord which bears North 20°39'00" West, 21.38 feet;

thence South 89°56'12" East, 100.19 feet;

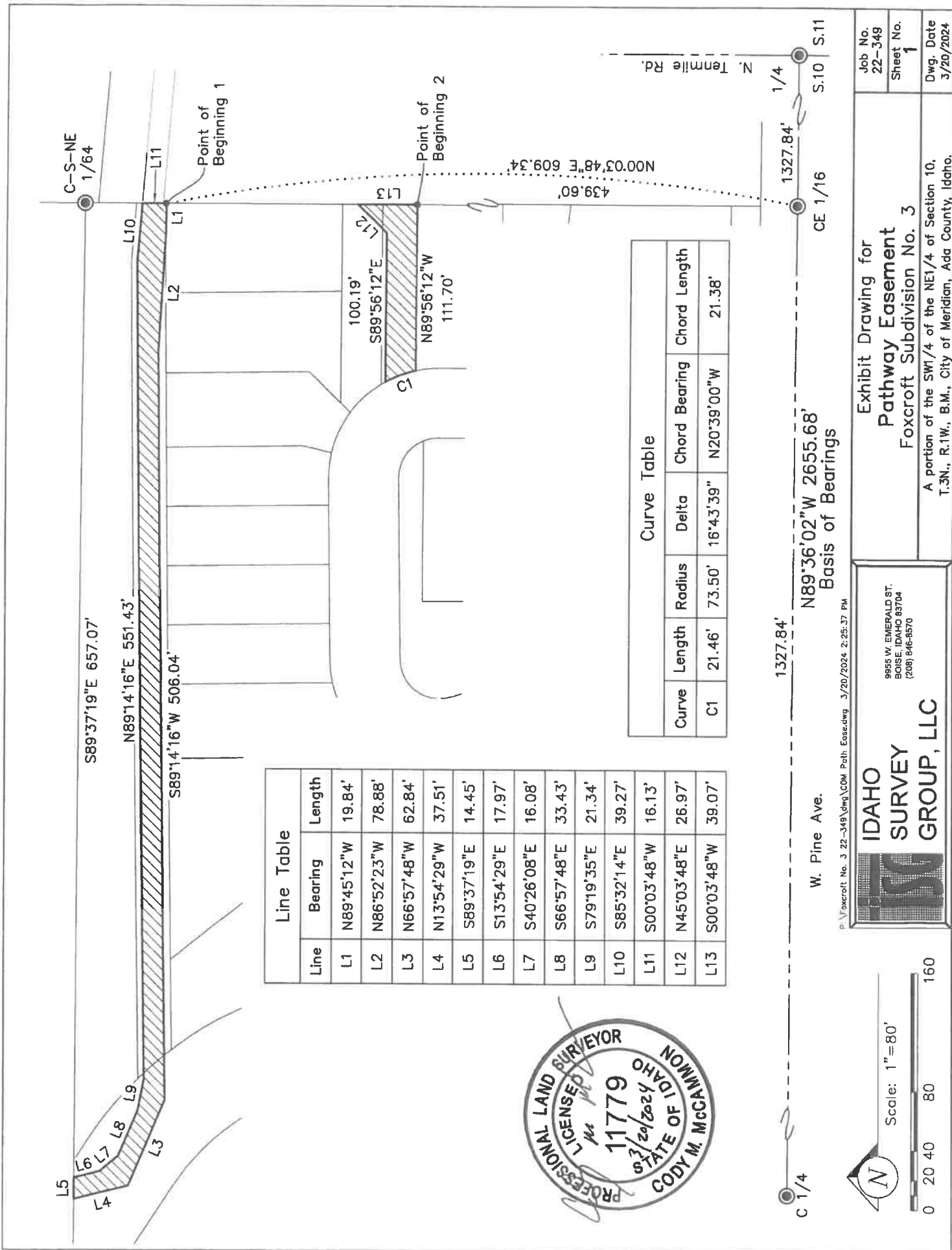
thence North 45°03'48" East, 26.97 feet to the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said east boundary line, South 00°03'48" West, 39.07 feet to the **POINT OF BEGINNING**.

Containing 2,480 square feet or 0.057 acres, more or less.

End of Description





C-S-NE  
1/64

L5  
L6  
L7  
L8  
L9  
L4  
L3

S89°37'19"E 657.07'

N89°14'16"E 551.43'

S89°14'16"W 506.04'

L10  
L11  
L1  
L2

Point of Beginning 1

100.19'  
S89°56'12"E

111.70'  
N89°56'12"W

Point of Beginning 2

L12  
L13

439.60'

N00°03'48"E 609.34'

1327.84'

CE 1/16

S.10

S.11

1/4

Temple Rd.

Line Table	
Line	Bearing Length
L1	N89°45'12"W 19.84'
L2	N86°52'23"W 78.88'
L3	N66°57'48"W 62.84'
L4	N13°54'29"W 37.51'
L5	S89°37'19"E 14.45'
L6	S13°54'29"E 17.97'
L7	S40°26'08"E 16.08'
L8	S66°57'48"E 33.43'
L9	S79°19'35"E 21.34'
L10	S85°32'14"E 39.27'
L11	S00°03'48"W 16.13'
L12	N45°03'48"E 26.97'
L13	S00°03'48"W 39.07'

Curve Table			
Curve	Length	Radius	Delta
C1	21.46'	73.50'	16°43'39"
			Chord Bearing
			N20°39'00"W
			Chord Length
			21.38'



IDAHO SURVEY GROUP, LLC

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

Exhibit Drawing for  
**Pathway Easement**  
Foxcroft Subdivision No. 3

A portion of the SW 1/4 of the NE 1/4 of Section 10,  
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

W. Pine Ave.

N89°36'02"W 2655.68'  
Basis of Bearings

1327.84'

1327.84'

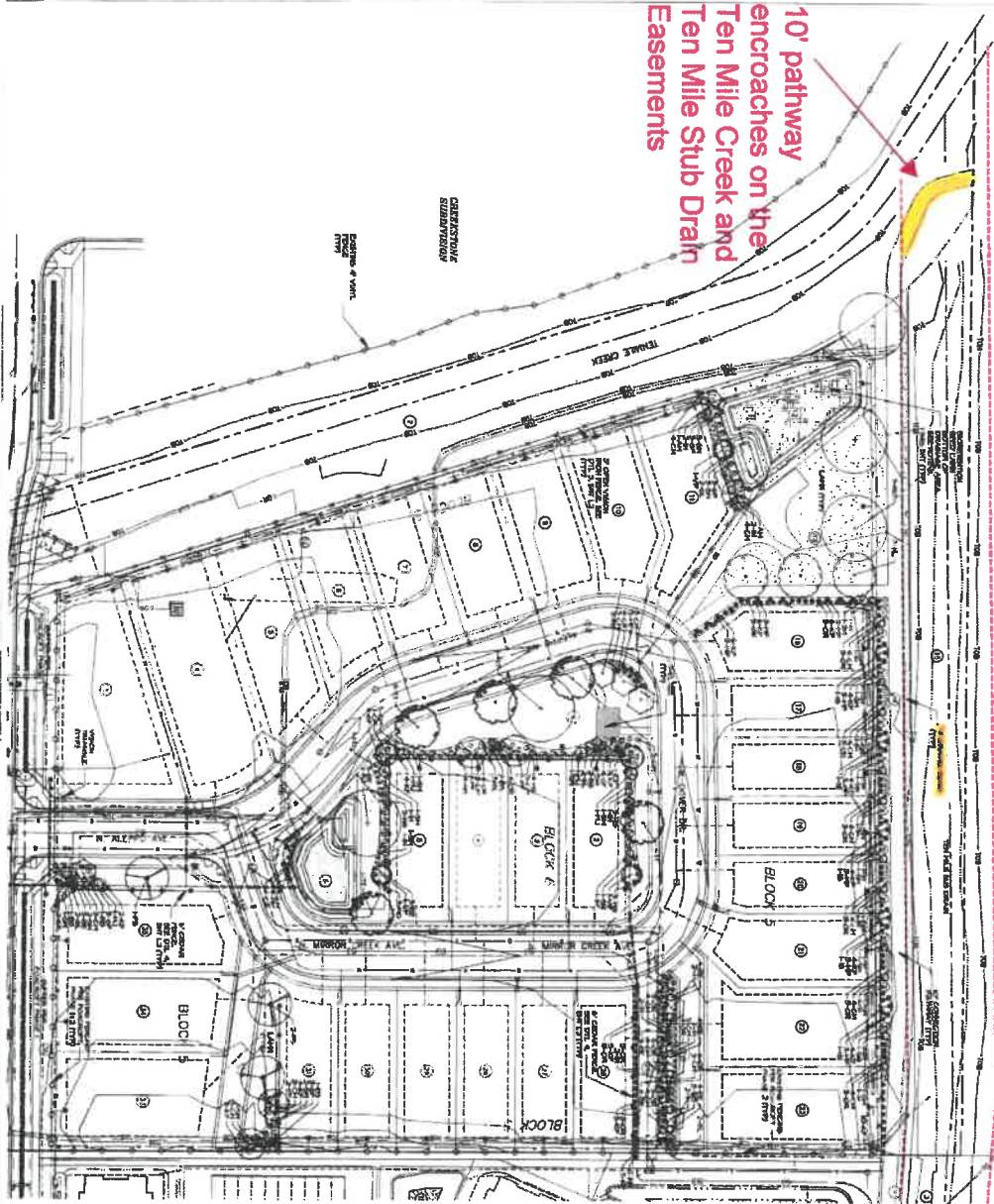
C 1/4

Scale: 1" = 80'

0 20 40 80 160

Job No. 22-349  
Sheet No. 1  
Dwg. Date 3/20/2024

10' pathway  
encroaches on the  
Ten Mile Creek and  
Ten Mile Stub Drain  
Easements



**PLANT SCHEDULE**

1. 10' WALKWAY  
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100. 10' WALKWAY

**NOTES**

1. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE PLANT SCHEDULE AND THE LANDSCAPE PLAN.
2. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE PLANT SCHEDULE AND THE LANDSCAPE PLAN.
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10. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE PLANT SCHEDULE AND THE LANDSCAPE PLAN.

**FINAL PLAT LANDSCAPE PLAN**  
**FOXCROFT SUBDIVISION NO. 3**  
**TRILOGY DEVELOPMENT, INC.**

REVISIONS  
 NO. DATE DESCRIPTION  
 1. 11/11/11 PRELIMINARY  
 2. 11/11/11 PRELIMINARY  
 3. 11/11/11 PRELIMINARY

**Balley Engineering, Inc.**  
 Civil Engineering | Planning | CADD  
 1100 S. 10th Street, Suite 200  
 Tulsa, OK 74106





**ACTIVITY 10 - LANDSCAPE PLAN**  
**PART 1 - GENERAL**


- 1.1 SUMMARY
  - A. Landscaping
  - B. Irrigation
  - C. Fencing
  - D. Lighting
  - E. Paving
  - F. Structures
  - G. Signs
  - H. Site Preparation
  - I. Site Work
  - J. Planting
  - K. Maintenance
  - L. Water Features
  - M. Other
- 1.2 RELATED SECTIONS
  - A. Site Preparation
  - B. Site Work
  - C. Planting
  - D. Maintenance
  - E. Water Features
  - F. Other
- 1.3 QUALITY ASSURANCE
  - A. All work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All plants shall be supplied by a nursery or grower who is a member of the IAAHC.
  - C. All plants shall be supplied by a nursery or grower who is a member of the National Association of Nurseries (NAN).
  - D. All plants shall be supplied by a nursery or grower who is a member of the National Association of Landscape Professionals (NALP).
  - E. All plants shall be supplied by a nursery or grower who is a member of the National Association of Professional Horticulturists (NAPH).

- 1.4 MATERIALS
  - A. All materials shall be of the highest quality and shall conform to the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All plants shall be supplied by a nursery or grower who is a member of the IAAHC.
  - C. All plants shall be supplied by a nursery or grower who is a member of the National Association of Nurseries (NAN).
  - D. All plants shall be supplied by a nursery or grower who is a member of the National Association of Landscape Professionals (NALP).
  - E. All plants shall be supplied by a nursery or grower who is a member of the National Association of Professional Horticulturists (NAPH).
- 1.5 CONSTRUCTION
  - A. All construction shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All construction shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All construction shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).
- 1.6 MAINTENANCE
  - A. All maintenance shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All maintenance shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All maintenance shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).


- 2.1 PRELIMINARY WORK
  - A. Surveying
  - B. Utility Marking
  - C. Erosion Control
  - D. Site Preparation
  - E. Site Work
  - F. Planting
  - G. Maintenance
  - H. Water Features
  - I. Other
- 2.2 CONSTRUCTION
  - A. Fencing
  - B. Lighting
  - C. Paving
  - D. Structures
  - E. Signs
  - F. Site Preparation
  - G. Site Work
  - H. Planting
  - I. Maintenance
  - J. Water Features
  - K. Other
- 2.3 MAINTENANCE
  - A. All maintenance shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All maintenance shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All maintenance shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).

- 3.1 LANDSCAPE PLAN
  - A. All landscape plan work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All landscape plan work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All landscape plan work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).
- 3.2 IRRIGATION
  - A. All irrigation work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All irrigation work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All irrigation work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).
- 3.3 FENCING
  - A. All fencing work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All fencing work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All fencing work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).

- 3.4 LIGHTING
  - A. All lighting work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All lighting work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All lighting work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).
- 3.5 PAVING
  - A. All paving work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All paving work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All paving work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).
- 3.6 STRUCTURES
  - A. All structure work shall be done in accordance with the specifications and standards of the International Association of Agricultural and Horticultural Contractors (IAAHC).
  - B. All structure work shall be done in accordance with the specifications and standards of the National Association of Landscape Professionals (NALP).
  - C. All structure work shall be done in accordance with the specifications and standards of the National Association of Professional Horticulturists (NAPH).


**BAILEY ENGINEERING, INC.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 1105 S. STATE STREET, SUITE 100  
 DENVER, CO 80202

**FINAL PLAT LANDSCAPE PLAN**  
**FOXCROFT SUBDIVISION NO. 3**  
**TRILOGY DEVELOPMENT, INC.**





## AGENDA ITEM

**ITEM TOPIC:** Equipment agreement to ECB Solutions, LLC for the Not-to-Exceed amount of \$445,000.00 for five (5) Power Transformers at Wastewater Resource Recovery Facility



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Sandra Ramirez, Procurement Div.                      **Meeting Date:** 4/23/2024  
**Presenter:** N/A                                                              **Estimated Time:** 0.00  
**Topic:** Approval of Agreement and Purchase Order (PO) to ECB Solutions, LLC

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### Recommended Council Action:

Approval of equipment agreement to ECB Solutions, LLC for five (5) Power Transformers at WRRF and approval for Procurement Manager to sign the PO for the Not-to-Exceed amount of \$445,000.00.

### Background:

Agreement and Purchase Order Not-to-Exceed \$445,000.00 to ECB Solutions, LLC.

## CONTRACT CHECKLIST

I. PROJECT INFORMATION			
Date:	4.10.2024	REQUESTING DEPARTMENT	<b>Public Works</b>
Project Name:	<b>WRRF Tertiary Filtration &amp; Primary Power Transformers</b>		
Project Manager:	David Briggs	Contract Amount:	<b>\$445,000</b>
Contractor/Consultant/Design Engineer:	<b>Stantec</b>		
Is this a change order?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		Change Order No.	N/A
II. BUDGET INFORMATION (Project Manager to Complete)		III. Contract Type	
Fund:	60	Budget Available (Purchasing attach report):	
Department	3590	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
GL Account	96154	FY Budget:	2024
Project Number:	<b>11281</b>	Enhancement:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will the project cross fiscal years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
		Construction	<input type="checkbox"/>
		Task Order	<input type="checkbox"/>
		Professional Service	<input type="checkbox"/>
		Equipment	<input checked="" type="checkbox"/>
		Grant	<input type="checkbox"/>
IV. PROCUREMENT USE ONLY - GRANT INFORMATION (to be completed only on Grant funded projects)			
Grant #:	Wage Determination Received	Wage Verification 10 Days prior to bid due date	Debarment Status (Federal Funded)
N/A	N/A	N/A	N/A
	Print and Attach the determination	Print, attach and amend bid by addendum (if changed)	<a href="http://www.sam.gov">www.sam.gov</a> Print and attach
V. BASIS OF AWARD			
<b>BID</b>		<b>RFP / RFQ</b>	
<b>Award based on Low Bid</b>		<b>Highest Ranked Vendor Selected</b>	
(Bid Results Attached)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Typical Award	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date MSA Roster Approved: <u>N/A</u>	
If no please state circumstances and conclusion:		Initial low bid was non-responsive	
Date Award Posted:	4.2.2024	7 day protest period ends:	4.2.2024
VI. PROCUREMENT USE ONLY - CONTRACTOR / CONSULTANT REQUIRED INFORMATION			
PW License	N/A	Expiration Date:	N/A
Insurance Certificates Received (Date):	4.9.2024	Expiration Date:	1.12.2025
Payment and Performance Bonds Received (Date):	4.10.2024	Rating:	<b>A++</b>
Builders Risk Ins. Req'd:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, has policy been purchased? _____	
<small>(Only applicabale for projects above \$1,000,000)</small>			
VII. TASK ORDER SELECTION (Project Manager to Complete)			
Reason Consultant Selected	<input type="checkbox"/> 1 Performance on past projects <input type="checkbox"/> 2 Qualified Personnel <input type="checkbox"/> 3 Availability of personnel <input type="checkbox"/> 4 Local of personnel		
<i>Check all that apply</i>	<input type="checkbox"/> Quality of work <input type="checkbox"/> On Time <input type="checkbox"/> On Budget <input type="checkbox"/> Accuracy of Construction Est		
Description of negotiation process and fee evaluation:			
Enter Supervisor Name			Date Approved
VIII. PROCUREMENT USE ONLY - AWARD INFORMATION			
Date Submitted to Clerk for Agenda:	4.10.2024	Approval Date	By: _____
Purchase Order No.:	Date Issued:	WH5 submitted	N/A
<small>(Only for PW Construction Projects)</small>			
NTP Date:	_____		

City Of Meridian

Statement of Revenues and Expenditures - Rev and Exp Report - Sandra

3590 - WW Construction Projects

60 - Enterprise Fund

From 10/1/2023 Through 9/30/2024

	<u>Budget with Amendments</u>	<u>Current Year Actual</u>	<u>Budget Remaining</u>
Capital Outlay			
96154 Filter Upgrade Projects	<u>17,365,696.92</u>	<u>5,726,834.00</u>	<u>11,638,862.92</u>
Total Capital Outlay	<u>17,365,696.92</u>	<u>5,726,834.00</u>	<u>11,638,862.92</u>
DEPT EXPENDITURES	<u>17,365,696.92</u>	<u>5,726,834.00</u>	<u>11,638,862.92</u>
TOTAL EXPENDITURES	<u>17,365,696.92</u>	<u>5,726,834.00</u>	<u>11,638,862.92</u>

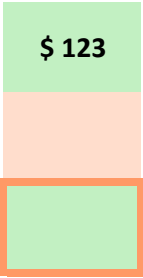
# WRRF Tertiary Filtration & Primary Pow

## Legend

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

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

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



ected, and



**Total Cost**      **ECB Solu**  
\$ 445,

#	Items	Quantity Required	Unit	Unit Price
0				
1	75-kVA 208GrdY/120V Transformer	3	EA	\$ 49,000.0
2	2500-kVA 480GrdY/277V Transformer	2	EA	\$ 149,000.0

tions LLC

,000.0

Wisecom Technology

NON-RESPONSIVE

Total Cost

Unit Price

Total Cost

\$ 147,000.0

\$ 298,000.0

**AGREEMENT FOR THE SUPPLY OF TRANSFORMERS  
PROJECT #11281.F**

**THIS AGREEMENT FOR EQUIPMENT / SUPPLIES PROCUREMENT** is made this \_\_\_\_ day of April, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and SUPPLIER, hereinafter referred to as "ECB SOLUTIONS LLC", whose business address is 669 Centerpointe Cove, Oxford MS 38655.

**INTRODUCTION**

Whereas, the City has a need for POWER TRANSFORMERS; and

WHEREAS, the SUPPLIER is specially trained, experienced and competent to provide and has agreed to provide such equipment;

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

**TERMS AND CONDITIONS**

**1. Equipment / Supply Specifications & Requirements:**

1.1 SUPPLIER shall supply the equipment, supplies and services to the City upon execution of this Agreement and receipt of the City's written notice to proceed, all items, and comply in all respects, as specified in the Invitation to Bid titled "WRRF Tertiary Filtration & Primary Power Transformers" and suppliers bid dated by which by this reference are incorporated herein, together with all addendums issued.

1.2 The SUPPLIER shall provide all equipment and services under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the UCC. The SUPPLIER represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Delivery shall take place within x weeks of

## 2. Consideration

2.1 The SUPPLIER shall be compensated on a Fixed Price basis as provided in Attachment B "Payment Schedule" attached hereto and by reference made a part hereof, for the Not-To-Exceed amount of \$445,000.00.

2.2 The SUPPLIER shall provide the City with a detailed invoice upon delivery of all equipment and supplies, which the City will pay within 30 days of receipt of a correct invoice and approval by the City Project Manager. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to SUPPLIER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of SUPPLIER.

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

## 3. Invoices

Invoices shall be rendered in duplicate and shall include: (1) Purchase Order number; (2) pricing; (3) quantity; (4) description; (5) any sales taxes or use taxes as separate items, giving permit number authorizing collection of use taxes; (6) point of shipment; (7) method and class of shipment; (8) complete routing of shipment; and (9) whether transportation expense has been prepaid. Seller/Contractor/Contractor agrees to make a separate invoice for each order and shipment. Unless otherwise expressly provided in the Purchase Order, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the purchase price of the supplies and services and the City shall have no liability to pay Seller/Contractor/Contractor or any third party any amount in excess of the specified purchase price. City of Meridian, a local governmental entity of the State of Idaho, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. All invoices shall exclude such excise tax. All invoices shall be sent to the following address:

City of Meridian, Accounts Payable, 33. East Broadway Ave., Meridian, Idaho 83642.

**4. Term:**

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

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

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

**5. Termination:**

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

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

**6. Independent SUPPLIER:**

6.1 In all matters pertaining to this agreement, SUPPLIER shall be acting as an independent SUPPLIER, and neither SUPPLIER nor any officer,

employee or agent of SUPPLIER will be deemed an employee of CITY. Except as expressly provided in Attachment A, SUPPLIER has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City.

The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

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

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

## **7. Indemnification and Insurance:**

- a. SUPPLIER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by the SUPPLIER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. SUPPLIER shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law.. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, SUPPLIER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from , or in connection with the performance of this Agreement by the SUPPLIER or SUPPLIER's

officers, employs, agents, representatives or subSUPPLIERS and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. SUPPLIER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing SUPPLIER'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date SUPPLIER begins performance of it's obligations under this Agreement. In the event the insurance minimums are changed, SUPPLIER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

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

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

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

7.4 All insurance coverages for Suppliers subs shall be subject to all of the insurance and indemnity requirements stated herein.

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

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



8. **Bonds:** Payment, Warranty and Performance Bonds are required.
9. **Warranty:** In addition to any warranty required in the specifications, all equipment, coatings, valves, controls, and other components provided under this agreement shall be guaranteed for two (2) years against defects in workmanship and materials from the notice of acceptance.
10. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Meridian  
Procurement Manager  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
Ph. (208) 489-0417  
Email: [kwatts@meridiacity.org](mailto:kwatts@meridiacity.org)

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

11. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
12. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
13. **Assignment:** It is expressly agreed and understood by the parties hereto, that SUPPLIER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
14. **Discrimination Prohibited:** In performing the Work required herein, SUPPLIER shall not unlawfully discriminate in violation of any federal, state

or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

**15. Reports and Information:**

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

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

**16. Audits and Inspections:** Subject to applicable laws respecting the protection of privacy and the City's requirement to comply with the Idaho Public Records Act, at any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY for examination all of SUPPLIER'S records with respect to all matters covered by this Agreement. SUPPLIER shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

**18. Compliance with Laws:** In performing the scope of work required hereunder, SUPPLIER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

**Certifications.**

Pursuant to Idaho Code §§ 67-2359 and 67-2346, Contractor hereby certifies:

- A. That Contractor is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
  - B. That Contractor is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.
19. **Changes:** The CITY may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of SUPPLIER'S compensation, which are mutually agreed upon by and between the CITY and SUPPLIER, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Waiver of Default:** Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.
22. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.
23. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
24. **Order of Precedence:** The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.
25. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

26. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

**CITY OF MERIDIAN**

BY: \_\_\_\_\_  
Keith Watts, Procurement Manager

Dated: \_\_\_\_\_

**ECB SOLUTIONS LLC**

BY:  \_\_\_\_\_  
Ellis Bledsoe, Principal

Dated: 4/3/2024 \_\_\_\_\_

# ATTACHMENT 1

## SPECIFICATIONS / SCOPE OF WORK

### SECTION 26 12 19

#### PAD-MOUNTED, LIQUID-FILLED, MEDIUM-VOLTAGE TRANSFORMERS

##### PART 1 - GENERAL

###### 1.1 SUMMARY

- A. Section includes pad-mounted, liquid-filled, medium-voltage distribution transformers, with primary and secondary bushings within air-terminal enclosures.

###### 1.2 DEFINITIONS

- A. BIL: Basic Impulse Insulation Level.
- B. Bushing: An insulating structure including a central conductor, or providing a central passage for a conductor, with provision for mounting on a barrier, conducting or otherwise, for the purpose of insulating the conductor from the barrier and conducting current from one side of the barrier to the other.
- C. Bushing Elbow: An insulated device used to connect insulated conductors to separable insulated connectors on dead-front, pad-mounted transformers and to provide a fully insulated connection. This is also called an "elbow connector."
- D. Bushing Insert: That component of a separable insulated connector that is inserted into a bushing well to complete a dead-front, load break or nonload break, separable insulated connector (bushing).
- E. Bushing Well: A component of a separable insulated connector, either permanently welded or clamped to an enclosure wall or barrier, having a cavity that receives a replaceable component (bushing insert) to complete the separable insulated connector (bushing).
- F. Elbow Connector: See "bushing elbow" above.

###### 1.3 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
  1. The Institute of Electrical and Electronics Engineer, Inc. (IEEE):

- a. 386 - IEEE Standard for Separable Insulated Connector Systems for Power Distribution Systems Rated 2.5 kV through 35 kV.
  - b. C2 - National Electric Safety Code.
  - c. C37.47 - IEEE Standard Specifications for High-Voltage (>1000 V) Distribution Class Current-Limiting Type Fuses and Fuse Disconnecting Switches.
  - d. C57.12.00 - IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
  - e. C57.12.26 - IEEE Standard for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers for Use with Separable Insulated High-Voltage Connectors (34 500 GrdY/19 920 Volts and Below, 2500 kVA and Smaller).
  - f. C57.12.28 - IEEE Standard for Pad-Mounted Equipment - Enclosure Integrity.
  - g. C57.12.36 - IEEE Standard Requirements for Liquid-Immersed Distribution Substation Transformers.
  - h. C57.12.70 - IEEE Standard for Standard Terminal Markings and Connections for Distribution and Power Transformers.
  - i. C57.12.90 – IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers.
  - j. C62.11 - IEEE Standard for Metal-Oxide Surge Arresters for AC Power Circuits (>1 kV).
2. InterNational Electrical Testing Association (NETA):
    - a. ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems.
  3. Nationally Recognized Testing Laboratories (NRTL).
  4. American Society of Civil Engineers (ASCE):
    - a. SEI 7 – 10 - Minimum Design Loads for Buildings and Other Structures.
  5. Department of Energy (DOE):
    - a. 10 CFR 431, Subpart K – Distribution Transformers.
  6. National Fire Protection Association (NFPA): 70
  7. International Organization for Standardization (ISO):
    - a. 9001, Quality Management Systems Requirements.
  8. American Society for Testing and Materials (ASTM):
    - a. A 167 - Specification for stainless steel and heat-resisting chromium-nickel steel plate, sheet, and strip
    - b. D 117 - Standard Guide for Sampling, Test Methods, and Specifications for Electrical Insulating Oils of Petroleum Origin.
    - c. D 877 - Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
    - d. D 923 - Standard Practices for Sampling Electrical Insulating Liquids.
    - e. D 971 - Standard Test Method for Interfacial Tension of Oil Against Water by the Ring Method.
    - f. D 974 - Standard Test Method for Acid and Base Number by Color-Indicator Titration.

- g. D 1500 - Standard Test Method for ASTM Color of Petroleum Products (ASTM Color Scale).
  - h. D 1524 - Standard Test Method for Visual Examination of Used Electrical Insulating Liquids in the Field.
  - i. D 1816 - Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using VDE Electrodes.
  - j. D 3487 - Standard Specification for Mineral Insulating Oil Used in Electrical Apparatus.
9. Underwriters Laboratories (UL):
    - a. 1562 - Standard for Transformers, Distribution, Dry-Type - Over 600 Volts.
  10. National Electrical Manufacturers Association (NEMA):
    - a. TR 1 – Transformers, Regulators, and Reactors.
  11. Occupational Safety and Health Administration (OSHA):
    - a. 29 CFR 1910.269 - Electric Power Generation, Transmission, and Distribution.
  12. Uniform Building Code (UBC): Section 1630, Lateral Force on Elements of Structures, Non-Structural Components, and Equipment Supported by Structures.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product include:
  1. Rated capacities.
  2. Operating characteristics.
  3. Furnished specialties.
  4. Accessories.
- B. Shop Drawings: For liquid-filled, medium-voltage transformers:
  1. Descriptive information for the transformer and all specified components.
  2. Dimensional drawings, plans and elevations showing major components and features.
    - a. Plan view.
    - b. Cross-section of equipment base.
    - c. Clearances.
    - d. Required workspace.
    - e. Locations of penetrations for grounding and conduits.
  3. Details of equipment assemblies and indicate:
    - a. Dimensions.
    - b. Weights.
    - c. Loads.
    - d. Required clearances.
    - e. Method of field assembly.
    - f. Components.
    - g. Location and size of each field connection.



4. Single-line diagram.
5. List of materials.
6. Nameplate data.
7. Nameplate data.
8. High voltage switch arrangement (one-line diagram) for each transformer,
9. Manufacturer's published time-current curves of the transformer high-voltage fuses, with transformer damage curve, inrush curve, and thru fault current indicated.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Product Certificates: For transformers:
  1. Signed by product manufacturer.
- C. Quality Control Submittals:
  1. Factory quality control reports.
  2. Field quality control reports.

## 1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Design, test, and assemble in accordance with applicable standards of IEEE C57.12.00, C57.12.22, C57.12.26, C57.12.70, C57.12.80, C57.12.90, and C57.12.92.

## 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data for transformer and accessories:
  1. Operation manual.
  2. Maintenance manual.
  3. Emergency manual.
  4. Manufacturer's written instructions for preventative maintenance.
  5. Time-current curves of overcurrent protective devices.
  6. Local Representatives
    - a. Where to order parts: Name, Address, Telephone.
    - b. Service Problems:
      - 1) Who to call.
      - 2) How to get emergency help.

1.8 EXTRA MATERIALS

- A. Furnish, tag, and box for shipment and storage the following spare parts, special tools, and materials.
  - 1. One quart of paint to match color and quality of equipment final shop finish.
  - 2. Two spare fuses for each transformer.

**PART 2 - PRODUCTS**

2.1 MANUFACTURERS:

- A. Eaton
- B. ABB
- C. Square D Co.
- D. General Electric
- E. Howard Industries, Inc.

2.2 TRANSFORMER SCHEDULE

- A. Provide three-phase transformers as follows:

<b>QUANTITY</b>	<b>SIZE</b>	<b>PRIMARY VOLTAGE</b>	<b>SECONDARY VOLTAGE</b>
3	75-kVA	12,470GrdY/7,200V	208GrdY/120V
2	2500-kVA	12,470GrdY/7,200V	480GrdY/277V

2.3 GENERAL

- A. Transformer Locations: Outdoors.
- B. Winding Connections: The connection of windings and terminal markings shall comply with IEEE C57.12.70.
- C. Efficiency: Comply with 10 CFR 431, Subpart K (DOE 2016).
- D. Insulation: Transformer kVA rating shall be as follows: The average winding temperature rise above a 30 deg C ambient temperature shall not exceed 65 deg C and 80 deg C hottest-spot temperature rise at rated kVA when tested according to IEEE C57.12.90, using combination of connections and taps that give the highest average winding temperature rise.

- E. Tank: Sealed, with welded-on cover.
- F. Enclosure Integrity: Comply with IEEE C57.12.28 for pad-mounted enclosures that contain energized electrical equipment in excess of 600 V that may be exposed to the public.
- G. Mounting: An integral skid mounting frame, suitable to allow skidding or rolling of transformer in any direction, and with provision for anchoring frame to pad.
- H. Insulating Liquids:
  - 1. Mineral Oil: ASTM D 3487, Type II, and tested for compliance with ASTM D 117.
    - a. Retro fillable with homogeneous biodegradable fluid if the Owner decides to do so in the future.
- I. Sound level shall comply with NEMA TR 1 requirements.
- J. Corrosion Protection:
  - 1. Transformer coating system shall be factory applied, complying with requirements of IEEE C57.12.28, in manufacturer's standard color Munsell 7GY3.29/1.5 green.
- K. Warning Labels and Signs:
  - 1. High-Voltage Warning Label: Provide self-adhesive warning signs on outside of high-voltage compartment door(s). Sign legend shall be "DANGER HIGH VOLTAGE" printed in two lines of nominal 2-inch (50-mm) high letters. The word "DANGER" shall be in white letters on a red background and the words "HIGH VOLTAGE" shall be in black letters on a white background.
  - 2. Arc Flash Warning Label: Provide self-adhesive warning signs on outside of high-voltage compartment door(s), warning of potential electrical arc flash hazards and appropriate personal protective equipment required.
- L. Service Conditions
  - 1. Transformers shall be suitable for operation under service conditions specified as usual service conditions in IEEE C57.12.00.

## 2.4 THREE PHASE TRANSFORMERS

- A. Capacities and Characteristics:
  - 1. Self-Cooled Rating, Class ONAN. Comply with IEEE C57.12.00 for cooling class.
  - 2. Power Rating (kVA): As specified herein.
  - 3. Primary Voltage Ratings: 12,470GrdY/7,200V, three-phase, 60-Hz.
  - 4. Secondary Voltage Ratings: 480GrdY/277V and 208GrdY/120V, 60-Hz as specified herein.

5. Taps: Comply with IEEE C57.12.26 requirements.
  - a. 480GrdY/277V Units: Full capacity, two 2-1/2 percent below and two 2-1/2 percent above, rated voltage.
  - b. 208GrdY/120V Units: Full capacity, four 2-1/2 percent below rated voltage.
  - c. Externally operated no-load tap changer.
  - d. Provisions for locking handle in any position.
  
6. Transformer BIL (kV): Comply with IEEE C57.12.26 requirements.
  - a. Primary: 95-kV BIL.
  - b. Secondary: 30-kV BIL (600V or less).
  
- B. Windings Material: Copper.
  
- C. Impedance: Manufacturer's standard.
  
- D. Wye-wye transformers wound on four-or five legged cores.
  
- E. Terminal Compartments
  1. General: ANSI C57.12.28, enclosed high and low voltage compartments side by side, separated by steel barrier, bolted to transformer tank. Terminal compartment enclosure shall have no exposed screws, bolts, or other fasteners which are externally removable.
    - a. Doors:
      - 1) Individual, full-height, air-filled.
      - 2) Low voltage door with three-point latching mechanism, vault type handle, and single padlocking provision.
      - 3) High voltage door fastenings inaccessible until low voltage door has been opened.
      - 4) Door bolts: Hex-head type.
      - 5) Lift-off, stainless steel hinges and door stops.
      - 6) Removable front sill to facilitate rolling of skidding over conduit stubs.
      - 7) Recessed lock pocket, with steel door release bolt adjacent to secondary compartment door handle.
  2. High Voltage Compartment:
    - a. Dead-front in accordance with ANSI C57.12.26 type construction.
    - b. Protective fuses.
    - c. High voltage bushings.
    - d. Transformer grounding pad.
    - e. High voltage switch.
  3. Low Voltage Compartment:
    - a. Live front in accordance with ANSI C57.12.26 type construction.
    - b. Low voltage bushings.
    - c. Stainless steel grounding pad.
    - d. Stainless steel equipment nameplate.
    - e. Magnetic liquid level indicator with high and low alarm contacts.

- f. 1-inch upper filter press and filling plug.
- g. Drain valve with sampling device.
- h. Dial type thermometer and alarm contacts.
- i. Pressure relief valve.
- j. Pressure relief device, self-resealing with indicator.
- k. Pressure-vacuum gauge.
- l. Machine-engraved nameplate, made of anodized aluminum or stainless steel.

F. Bushings

- 1. High Voltage:
  - a. Dead-front termination:
    - 1) Universal bushing wells and bushing well inserts rated 15 kV in accordance with IEEE 386.
    - 2) Bushings externally clamped and front removable.
    - 3) Rated for 200 amperes continuous.
    - 4) Standoff brackets located to bushings.
    - 5) Terminations arranged for loop feed.
- 2. Low Voltage (below 600V):
  - a. Molded epoxy bushing clamped to tank. 6-hole spade-type terminals for units 2,000 kVA and smaller. 8-hole spade-type terminals for 2,500 kVA units.
  - b. Rated 150 percent of continuous full-load current.
  - c. Internally connected neutral extended to neutral bushing.

G. High Voltage Switch

- a. Provide OFF-ON load break, gang operated, oil-immersed switch.
- b. Hot stick operated handle located in high voltage compartment.
- c. Capable of operating at full-load current.
- d. Switch Configuration: Radial.

H. High Voltage Protection

- a. Bayonet-type, liquid-immersed, expulsion fuses in series with liquid-immersed, partial-range, current-limiting fuses. Bayonet fuse shall sense both high currents and high oil temperature to provide thermal protection to the transformer. Connect current-limiting fuses ahead of radial-feed load-break switch.
- b. Provide oil retention valve and an external drip shield inside the housing to eliminate or minimize oil spills. Valve shall close when fuse holder is removed, and an external drip shield is installed.
- c. Provide a conspicuously displayed warning adjacent to bayonet fuse(s), cautioning against removing or inserting fuses unless transformer has been de-energized and tank pressure has been released.

I. Surge Arresters

- 1. Comply with IEEE C62.11, Distribution Class; metal-oxide-varistor type, fully shielded, separable-elbow type, suitable for plugging into the inserts provided in

the high-voltage section of the transformer. Connected in each phase of incoming circuit and ahead of any disconnecting device.

J. Tank Grounding Pads

1. High and Low Voltage Compartments:
  - a. Connected together with bare No. 2/0 stranded copper conductors.
  - b. Wye-wye high and low voltage neutrals internally connected with link and brought out to insulated low voltage bushing externally grounded to tank.
  - c. Low voltage neutral connected to externally mounted insulating bushing in low voltage compartment and grounded to tank with removable strap.

K. Tap Changer Warning Sign

1. Red laminated plastic, engraved to white core.
2. Engrave to read DO NOT OPERATE WHEN TRANSFORMER ENERGIZED.
3. Mount above tap changer handle.

## 2.5 SOURCE QUALITY CONTROL

A. Provide manufacturer's certificate that the transformer design tests comply with IEEE C57.12.90.

1. Perform the following factory-certified routine tests:
  - a. Resistance.
  - b. Turns ratio, polarity, and phase relation.
  - c. Transformer no-load losses and excitation current at 100 percent of ratings.
  - d. Transformer impedance voltage and load loss.
  - e. Operation of all devices.
  - f. Lightning impulse.
  - g. Low frequency.
  - h. Leak.
  - i. Transformer no-load losses and excitation current at 110 percent of ratings.
  - j. Induced potential.
  - k. Resistance measurements of all windings on rated voltage connection and at tap extreme connections.
  - l. Ratios on rated voltage connection and at tap extreme connections.
  - m. Polarity and phase relation on rated voltage connection.
  - n. No-load loss at rated voltage on rated voltage connection.
  - o. Exciting current at rated voltage on rated voltage connection.
  - p. Impedance.

## PART 3 - EXECUTION (NOT USED)

**END OF SECTION**

Attachment B

**MILESTONE / PAYMENT SCHEDULE**

A. Total and complete compensation for this Agreement shall not exceed \$445,000.

<b>MILESTONE SCHEDULE</b>			<b>ESTIMATED PAYMENT SCHEDULE</b>
Milestone 1	Submission of all Submittals	14 Days from Conditional Notice of Award	10%
Milestone 2	Approval of all Submittals	28 Days from Notice to Proceed	20%
Milestone 3	Equipment Delivery	880 Days from Notice to Proceed	60%
Milestone 4	Approval of Operation & Maintenance Manual Submittal	910 Days from Notice to Proceed	5%
Milestone 5	Final Completion	910 Days from Notice to Proceed	5%

<b>PRICING SCHEDULE</b>					
Furnish all labor, materials, equipment, and incidentals as required for the above-named project, per the attached drawings and specifications.					
<b>Equipment and Manufacturer's Services</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
1	75-kVA 208GrdY/120V Transformer	3	EA	\$49,000.00	\$147,000.00
2	2500-kVA 480GrdY/277V Transformer	2	EA	\$149,000.00	\$298,000.00
				<b>TOTAL</b>	<b><u>\$445,000.00</u></b>





## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 24-2448: A resolution vacating the five foot (5') public utilities, pressurized irrigation, and drainage easement located along the interior side lot line of Lots 11 and 12, Block 7 of The Oaks North No. 1 Subdivision, being more particularly described in Exhibit "A"; and providing an effective date.

**CITY OF MERIDIAN**

**RESOLUTION NO. 24-2448**

**BY THE CITY COUNCIL:**

**CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR**

**A RESOLUTION VACATING THE FIVE FOOT (5') PUBLIC UTILITIES, PRESSURIZED IRRIGATION, AND DRAINAGE EASEMENT LOCATED ALONG THE INTERIOR SIDE LOT LINE OF LOTS 11 AND 12, BLOCK 7 OF THE OAKS NORTH NO. 1 SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 9, 2024, the City Council of the City of Meridian held a hearing on the vacation of the five foot (5') public utilities, pressurized irrigation, and drainage easement located along the interior side lot line of Lots 11 and 12, Block 7 of The Oaks North No. 1 Subdivision; and

**WHEREAS**, after such hearing, the City Council, by formal motion, did approve said described vacation; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:**

**Section 1.** That the five foot (5') public utilities, pressurized irrigation, and drainage easement located along the interior side lot line of Lots 11 and 12, Block 7 of The Oaks North No. 1 Subdivision, as fully described in Exhibit "A", is hereby vacated.

**Section 2.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**Passed** by the City Council of the City of Meridian, Idaho, this 23<sup>rd</sup> day of April, 2024.

**Approved** by the Mayor of the City of Meridian, Idaho, this 23<sup>rd</sup> day of April, 2024.

Attest:

\_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
                          ) ss:  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert E. Simison** and **Chris Johnson**, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, 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 first above written.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**ESE CONSULTANTS**  
ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

**NEW LOT 11 PUBLIC UTILITY, PRESSURE IRRIGATION,  
AND LOT DRAINAGE EASEMENT VACATION**

THAT PORTION OF NEW LOT 11, BLOCK 7, RECORD OF SURVEY NO. 14169, RECORDED UNDER RECORDING NUMBER 2023-060382, SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M, CITY OF MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1/2" IRON PIN MARKING THE NORTHEAST CORNER OF SAID NEW LOT 11, FROM WHICH A 1/2" IRON PIN MARKING THE SOUTHEAST CORNER OF SAID NEW LOT 11, BEARS S00°43'02"W, A DISTANCE OF 123.55 FEET;

THENCE S00°43'02"W, ALONG THE EAST LINE OF SAID NEW LOT 11, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE LEAVING SAID EAST LINE N89°22'55"W, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING N89°22'55"W, A DISTANCE OF 5.00 FEET;

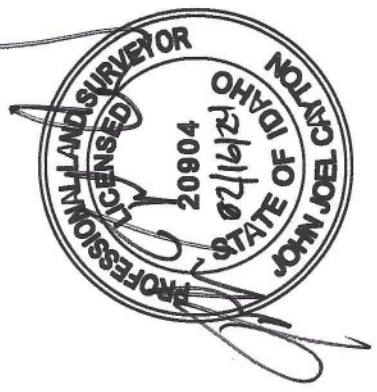
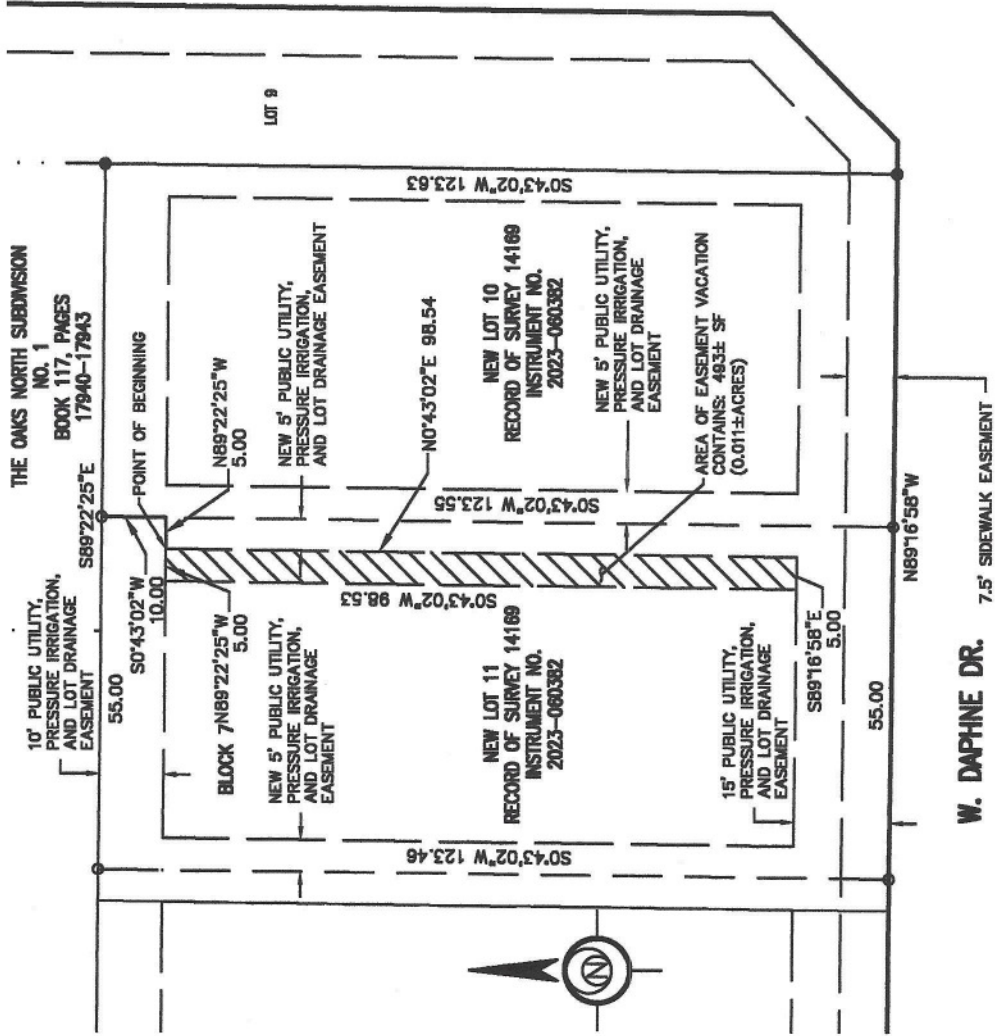
THENCE S00°43'02"W, A DISTANCE OF 98.53 FEET;

THENCE S89°16'58"E, A DISTANCE OF 5.00 FEET;

THENCE N00°43'02"E, A DISTANCE OF 98.54 FEET TO THE **POINT OF BEGINNING**.



CONTAINS: 493 +/- SQ. FT. (0.11 +/- ACRES)



PUBLIC UTILITY, PRESSURE IRRIGATION, AND  
LOT DRAINAGE EASEMENT

LOT 11, BLOCK 7 THE OAKS NORTH  
MERIDIAN, ID

**ESE CONSULTANTS**  
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.  
3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642  
T: 208-424-0020

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# ESE CONSULTANTS

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## NEW LOT 12 PUBLIC UTILITY, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT VACATION

THOSE PORTIONS OF NEW LOT 12, BLOCK 7, RECORD OF SURVEY NO. 14169, RECORDED UNDER RECORDING NUMBER 2023-060382, SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M, CITY OF MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### EASEMENT NO. 1

**COMMENCING** AT A 1/2" IRON PIN MARKING THE NORTHEAST CORNER OF SAID NEW LOT 12, FROM WHICH A 1/2" IRON PIN MARKING THE SOUTHEAST CORNER OF SAID NEW LOT 12, BEARS S00°43'02"W, A DISTANCE OF 123.46 FEET;

THENCE S00°43'02"W, ALONG THE EAST LINE OF SAID NEW LOT 11, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE LEAVING SAID EAST LINE N89°22'55"W, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING N89°22'55"W, A DISTANCE OF 5.00 FEET;

THENCE S00°43'02"W, A DISTANCE OF 98.53 FEET;

THENCE S89°16'58"E, A DISTANCE OF 5.00 FEET;

THENCE N00°43'02"E, A DISTANCE OF 98.54 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH;

### EASEMENT NO. 2

**COMMENCING** AT A 1/2" IRON PIN MARKING THE NORTHEAST CORNER OF SAID NEW LOT 12, FROM WHICH A 1/2" IRON PIN MARKING THE SOUTHEAST CORNER OF SAID NEW LOT 11, BEARS S00°43'02"W, A DISTANCE OF 123.46 FEET;

THENCE S00°43'02"W, ALONG THE EAST LINE OF SAID NEW LOT 12, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE LEAVING SAID EAST LINE N89°22'55"W, A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING N89°22'55"W, A DISTANCE OF 5.00 FEET;

THENCE S00°43'02"W, A DISTANCE OF 98.36 FEET;

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THENCE S89°16'58"E, A DISTANCE OF 5.00 FEET;

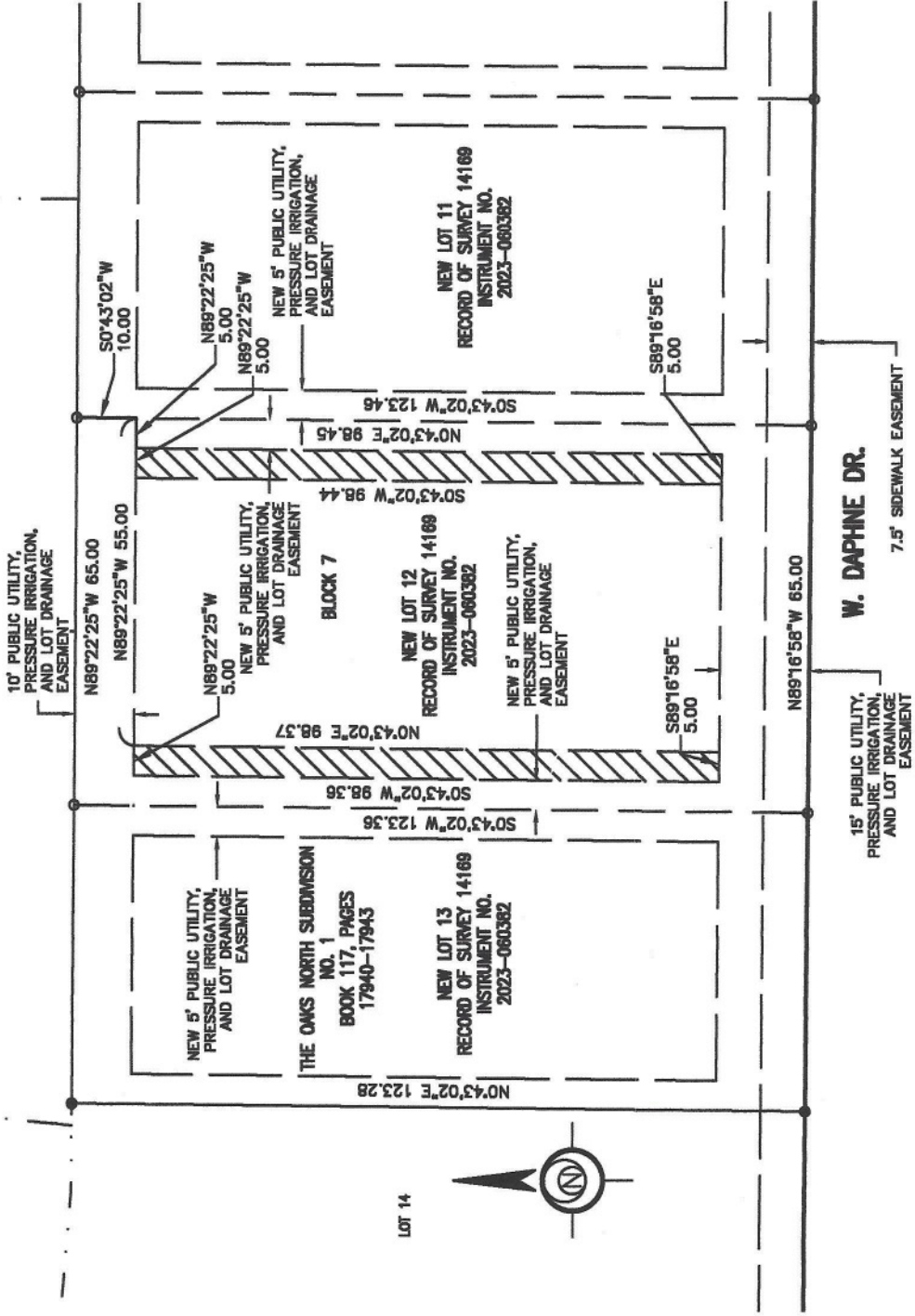
THENCE N00°43'02"E, A DISTANCE OF 98.37 FEET TO THE **POINT OF BEGINNING**.

EASEMENT NO. 1 AREA CONTAINS: 492 +/- SQ. FT. (0.11 +/- ACRES)

EASEMENT NO. 2 AREA CONTAINS: 492 +/- SQ. FT. (0.11 +/- ACRES)







**PUBLIC UTILITY, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT**  
**LOT 12, BLOCK 7 THE OAKS NORTH**  
 MERIDIAN, ID

**ESE CONSULTANTS**  
**ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL**  
 ESE Consultants, Inc.  
 3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642  
 T: 208-424-0020

REV.	DATE	DESCRIPTION	DATE:	02-16-24	SCALE:	1:30	DESIGN:	JAC	DRAWN:	JAC	JOB NO.:	4488	FILE NAME:		SHEET NO.:	1	OF	1
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## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 24-2449: A Resolution of the Mayor and the City Council of the City of Meridian Approving City Council President's Appointments of City Council Members to Serve as Department Liaisons; and Providing an Effective Date

BY THE CITY COUNCIL:

CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN APPROVING CITY COUNCIL PRESIDENT’S APPOINTMENTS OF CITY COUNCIL MEMBERS TO SERVE AS DEPARTMENT LIAISONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Meridian City Code section 1-7-6(A), the president of the City Council is to appoint a city council member to serve as liaison between Meridian City Council and each of the City departments, and at the City Council meeting on April 23, 2024, City Council President Luke Cavener did make such appointments;

**WHEREAS**, by this resolution, the City Council of the City of Meridian seeks to effectuate and memorialize these appointments;

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:**

**Section 1.** That the City Council members appointed by City Council President Cavener to serve as liaisons to the respective departments, as follows, shall fulfill the duties of such function as enumerated in Meridian City Code section 1-7-6(B).

- Luke Cavener: City Clerk  
Mayor’s Office  
Police Department
- Anne Little Roberts: Fire Department
- John Overton: Community Development Department  
Parks & Recreation Department
- Liz Strader: Finance Department  
Human Resources Department  
Information Technology Department  
Legal Department
- Doug Taylor: Public Works

**Section 2.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED** by the City Council of the City of Meridian, Idaho, this 23<sup>rd</sup> day of April, 2024.

**APPROVED** by the Mayor of the City of Meridian, Idaho, this 23<sup>rd</sup> day of April, 2024.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk



# AGENDA ITEM

ITEM **TOPIC:** Idaho Gives Week Proclamation





*The Office of the Mayor*

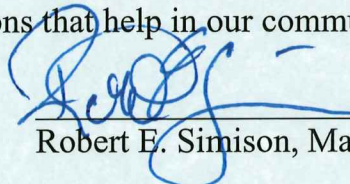
## PROCLAMATION

- WHEREAS,** nonprofit organizations help build and sustain healthy communities in our state and enhance the quality of life for Idahoans and for others throughout the country and the world; and
- WHEREAS,** over 7,000 charitable nonprofit organizations based in Idaho contribute significantly to our economy by providing services to our communities, employing over 67,000 Idahoans, and producing total revenue of over \$8.5 billion; and
- WHEREAS,** nonprofit organizations often fulfill their missions by advocating on behalf of those who cannot advocate for themselves; and,
- WHEREAS,** Idaho's nonprofit leaders often are entrepreneurs, create new solutions to problems, and fill previously unmet needs in the areas of health, recreation, education, research, arts, social services and more; and
- WHEREAS,** Idaho Gives Week serves as a time for Idahoans to join together with one voice on one day to contribute to and amplify the efforts of Idaho nonprofits.
- THEREFORE,** I, Mayor Robert E. Simison, do hereby proclaim, April 29-May 2, 2024 as

## *Idaho Gives Week*

in the City of Meridian and encourage all citizens and residents to continue to recognize and support the many nonprofit organizations that help in our community.

Dated this 23<sup>rd</sup> day of April 2024

  
Robert E. Simison, Mayor

Luke Cavener, City Council President  
Liz Strader, City Council Vice-President  
John Overton, City Council  
Anne Little Roberts, City Council  
Doug Taylor, City Council





## AGENDA ITEM

ITEM **TOPIC:** Denim Day for Sexual Assault Awareness Month Proclamation





*The Office of the Mayor*

## **PROCLAMATION**

- WHEREAS,** the United States Government has declared April as “Sexual Assault Awareness Month” and the Women’s and Children’s Alliance has declared April 24, 2024 as “Denim Day”; and,
- WHEREAS,** both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and,
- WHEREAS,** “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and,
- WHEREAS,** with proper education on the matter, there is compelling evidence that we can successfully reduce incidents of this alarming and psychologically damaging crime; and,
- WHEREAS,** the City of Meridian is an important partner in the Women’s and Children’s Alliance’s efforts to educate our community about the true impact of rape and sexual assault.
- THEREFORE,** I, Mayor Robert E. Simison, do hereby proclaim April 24<sup>th</sup>, 2024 as

## *Denim Day for Sexual Assault Awareness Month*

in the City of Meridian and encourage all citizens to speak out against sexual assault and support local efforts to provide help and healing to victims of these crimes.

*Dated this 23<sup>rd</sup> day of April, 2024*

A handwritten signature in blue ink, appearing to read "Robert E. Simison", is written over a horizontal line.

Robert E. Simison, Mayor

Luke Cavener, City Council President  
Liz Strader, City Council Vice-President  
John Overton, City Council  
Anne Little Roberts, City Council  
Doug Taylor, City Council





## AGENDA ITEM

**ITEM TOPIC:** Public Hearing to Consider the Purchase of Approximately 11.365 Acres of Real Property Owned by West Ada School District and Described as Lot 11, Block 25 of Cedar Springs Subdivision No. 3 for the Purchase Price of \$4,261,875.00





# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Steve Siddoway, Parks & Recreation Director  
William L. M. Nary, City Attorney/Risk Manager

**Meeting Date:** April 23, 2024

**Presenter:** Steve Siddoway, Parks & Recreation Director

**Estimated Time:** 15 Minutes

**Topic:** Public Hearing Concerning Purchase and Sale Agreement Between the City and West Ada School District for Lot 11, Block 25, Cedar Springs Subdivision No. 3

---

### Recommended Council Action:

Hold a public hearing concerning a proposed Purchase and Sale Agreement (“Agreement”) between the City and Joint School District No. 2 dba West Ada School District (“District”) to facilitate the City’s purchase of approximately 11.365 acres of real property. If, after considering all public testimony, the City wishes to proceed with the Agreement, it is further recommended that the City Council adopt the related budget amendment and resolution included on this same agenda.

### Background:

The District owns approximately 11.365 acres of real property identified as Lot 11, Block 25, Cedar Springs Subdivision No. 3 (“Property”). The Property, which is located immediately to the west of Settlers Park, is no longer needed for school purposes. The City is interested in acquiring the Property for park and recreation purposes, including a community center. The City and the District deem the value of the Property to be \$4,261,875 (\$375,000 per acre). Funding for the acquisition of the Property would come from the General Fund.

The Board of Trustees of the District will hold a public hearing on April 22, 2024, to consider the attached Agreement. The Agreement must be approved by a two-thirds vote of the Board of Trustees and the City Council.

### Attachments:

Location Map  
Purchase and Sale Agreement

**REAL ESTATE PURCHASE AGREEMENT  
BETWEEN  
CITY OF MERIDIAN  
AND  
JOINT SCHOOL DISTRICT NO. 2 DBA WEST ADA SCHOOL DISTRICT**

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into and made effective on April 23, 2024 (the “Effective Date”), by and between the City of Meridian, an Idaho municipal corporation, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (the “Buyer” or “City”), and Joint School District No. 2 dba West Ada School District, whose address is 1303 E. Central Drive, Meridian, Idaho 83642 (the “Seller” or “District”). City and District may be referred to individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, the District owns 11.365+/- acres of real property more particularly described as Lot 11 in Block 25 of CEDAR SPRINGS SUBDIVISION NO. 3, according to the official plat thereof, filed in Book 88 of Plats at Pages 10198, 10199, 10200, and 10201, and amended by Affidavit recorded November 23, 2007 as Instrument No. 107156693, Records of Ada County, Idaho (the “Property”); and,

**WHEREAS**, the Property is no longer needed for school purposes; and,

**WHEREAS**, the Property is located adjacent to Settlers Park, which is owned and maintained by the City; and,

**WHEREAS**, the City desires to purchase the Property for park and recreation purposes, including a community center; and,

**WHEREAS**, the City and the District have entered into that certain Interagency Governmental Agreement dated November 6, 2019 (as amended on May 11, 2021, and April 9, 2024), which authorizes the District to convey real property to the City; and,

**WHEREAS**, the City and the District deem the fair market value of the Property to be \$4,261,875.00; and,

**WHEREAS**, it would be in the best interests of the District, the City, and the community for the City to acquire the Property for public purposes;

**NOW, THEREFORE**, in consideration of the promises, covenants, representations, and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as set forth below.

**1. Definitions.** The following terms have the following meanings when used in this Agreement:

**“Agreement”**. This Purchase and Sale Agreement, including all exhibits attached to this Agreement, if any.

**“Business Day”**. A day other than a Saturday, Sunday, or any federal holiday.

**“Closing”**. The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

**“Closing Date”**. Closing of this Transaction shall occur as soon as practicable at a date agreed to by the Parties, but in any event no later than May 31, 2024.

**“Effective Date”**. The effective date set forth on page one of this Agreement.

**“Escrow”**. The escrow to be created in accordance with this Agreement.

**“Escrow Agent”**. First American Title and Escrow Company.

**“Property”**. Lot 11 in Block 25 of CEDAR SPRINGS SUBDIVISION NO. 3, according to the official plat thereof, filed in Book 88 of Plats at Pages 10198, 10199, 10200, and 10201, and amended by Affidavit recorded November 23, 2007 as Instrument No. 107156693, Records of Ada County, Idaho.

**“Purchase Price”**. The total purchase price to be paid by Buyer for the Property, as set forth in Section 3 of this Agreement.

**“Transaction”**. The purchase and sale of the Property contemplated by this Agreement.

**2. Definitive Agreement for Purchase and Sale of Property.** Upon full execution, this Agreement shall be a binding agreement between Buyer and Seller for the purchase and sale of the Property on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent’s form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement shall control.

**3. Purchase Price.** The Purchase Price shall be \$4,261,875.00 to be paid in full at Closing.

**4. Title Commitment.** Within three (3) days from the Effective Date, Escrow Agent shall issue and deliver to Buyer and Seller a commitment for title insurance with respect to the Property disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the Property, detailing Escrow Agent’s requirements for closing the Escrow, committing to issue to Buyer an ALTA Standard Owner’s Policy of Title Insurance with respect to the Property, and providing legible copies of all instruments referred to in the report (collectively, the “Commitment”).

Buyer has fourteen (14) days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and to object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "Title Objections"). If Buyer does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment shall be deemed approved. If the Title Objections are made within the time specified, Seller may, but shall not be required to, attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling, in its sole discretion, to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement.

**4.1 Amendments to Title Commitment.** If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). Buyer has fourteen (14) days from the date of Buyer's receipt of the Amendment or through the Closing Date, whichever occurs earlier, to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment which were not disclosed by the Commitment or a previous Amendment (the "Additional Title Objections").

If Buyer does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment shall be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate or terminate this Agreement.

**4.2 Title Insurance Policy.** At Closing, Escrow Agent shall commit to issue to and in favor of Buyer or its assigns an ALTA Standard Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and any additional exclusions and exceptions approved by Buyer (the "Title Policy").

**4.3 Buyer's Inspection of Property.** Buyer and/or their designee have thirty (30) days after the Effective Date (the "Inspection Review Period") to inspect the Property and to conduct, review and approve any investigations, tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Property for Buyer's purpose (the "Inspection Review"). Seller hereby grants to Buyer and Buyer's agents, employees, and contractors a nonexclusive right and license to enter upon the Property after giving reasonable advance notice to Seller to conduct the Inspection Review. Upon completion of the Inspection Review, Buyer shall restore the Property to its condition existing immediately prior to the Inspection Review. To the extent permitted by Idaho law, Buyer shall indemnify and hold Seller harmless from any loss incurred by Seller resulting from damage to the Property caused by the Inspection Review. If for any reason Buyer determines that the Property is not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Inspection

Review Period. If Buyer does not either approve or disapprove the Inspection Review, or otherwise terminate this Agreement prior to the expiration of the Inspection Review Period, then the Inspection Review shall be deemed approved.

## **5. Closing.**

**5.1 Time and Place.** Closing shall take place in the offices of Escrow Agent, or any other place the Parties mutually select, on the Closing Date.

**5.2 Seller's Closing Deliveries.** At Closing, Seller shall deliver to Escrow Agent:

**5.2.1** A Warranty Deed fully executed and properly acknowledged by Seller, conveying the Property to Buyer, free and clear of any mortgages, liens or deeds of trust.

**5.3 Buyer's Closing Deliveries.** At Closing, Buyer shall deliver to Escrow Agent:

**5.3.1** Payment in full for the Purchase Price.

**5.4 Closing Costs.** Buyer shall pay the premium for the Title Policy. Buyer shall pay any additional premiums required for any extended coverage or endorsements requested by Buyer. Escrow and Closing fees shall be split equally between Buyer and Seller. Each Party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation, and conduct of the Transaction. All other costs associated with the Transaction shall be borne by the Parties in accordance with custom in Ada County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

**5.5 Possession.** Buyer shall be entitled to possession of the Property on the Closing Date.

**6. Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

**6.1 Authority.** Seller has full power and authority to enter into this Agreement and complete the Transaction.

**6.2 Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of any additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

**6.3 Title.** Seller has fee title to the Property. Seller represents that Seller owns the property free and clear of any mortgages or deeds of trust.

**6.4 No Violations.** Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

**6.5 Compliance with Law.** Seller has not received any notices of violation of any law, regulation, condition of permit or license, order, ordinance, or any requirement noted in or issued by any federal, state, or local agency or department having jurisdiction over or affecting the Property which has not been corrected, resolved, or withdrawn, and to the knowledge of Seller, the Property is in compliance with all applicable federal, state, and local laws and regulations in all material respects.

**7. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

**7.1 Authority.** Buyer has full power and authority to enter into this Agreement and complete the Transaction.

**7.2 Binding Agreement.** Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of any additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.

**7.3 Investigation of Property.** Buyer has been or will be permitted access to the Property and will have actually inspected the Property prior to Closing. Buyer's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller outside of this Agreement.

**7.4 No Oral Representations.** Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, oral or written, outside of this Agreement.

**8. Broker's Commission.** Seller and Buyer warrant, each to the other, that they have not dealt with any broker, realtor or finder in connection with the Transaction.

**9. Risk of Loss.** The risk of loss shall be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property prior to Closing, Buyer may terminate this Agreement. If Buyer waives any material loss or damage to or condemnation of the Property and proceeds to consummate this Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property which have been received by Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

**10. Remedies.**

**10.1** If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 11, or (ii) bring an action for specific performance of this Agreement.

**10.2** If Buyer fails to perform any of Buyer's obligations under this Agreement and that failure



continues for five (5) days after Buyer's receipt of written notice from Seller, Seller may, as Seller's sole remedy for Buyer's failure, either: (i) terminate this Agreement in accordance with Section 11, or (ii) bring an action for specific performance of this Agreement.

**11. Termination.** If Buyer or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other Party and Escrow Agent. Upon termination by a Party as provided in this Agreement, Escrow Agent shall return all documents deposited in the Escrow to the Seller. Upon delivery of such documents, this Agreement and the Escrow shall be deemed terminated, and except as provided in this Agreement neither Party shall have any further liability or obligation under this Agreement.

**12. Attorneys' Fees.** If there is any litigation or other action taken by a Party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting Party shall pay to the other Party all costs and expenses, including but not limited to reasonable attorneys' fees and costs, which the other Party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

**13. Escrow Cancellation Charges.** If the Escrow fails to close because of Buyer's default, Buyer shall be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller shall be liable for any such cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or Buyer, any such cancellation charges by Escrow Agent shall be divided equally between Seller and Buyer.

**14. Additional Acts.** The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

**15. Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

**16. Waiver.** The waiver by any Party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

**17. Survival.** All of the covenants, agreements, representations and warranties set forth in this Agreement shall survive Closing, and shall not merge into any deed or other instrument executed or delivered under this Agreement.

**18. Counterparts/Facsimile.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile which shall be effective as an original.

**19. Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective successors and assigns.



**20. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

**21. Construction.** This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

**22. Headings.** The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

**23. No Third-Party Beneficiary.** No term or provision of this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

**24. Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

**25. Timely Performance.** Time is of the essence in the performance of this Agreement.

**26. Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Venue shall be Ada County, Idaho.

<END OF TEXT – SIGNATURES ON FOLLOWNG PAGE>

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

**BUYER:**

City of Meridian

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Attest: Chris Johnson, City Clerk




**SELLER:**

Joint School District No. 2 dba West Ada School District

\_\_\_\_\_  
By: Jonathan Gillen, Chief Financial Officer



**Legend**

-  Meridian City Limits
-  Parcels
-  Subject Property



# Subject Property



The information shown on this map is compiled from various sources and is subject to constant revision. The City of Meridian makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map.

Print Date: 3/20/2024  
User: bmclure





## AGENDA ITEM

**ITEM TOPIC:** Fiscal Year 2024 Budget Amendment in the Amount of \$4,272,130.00 for the Purchase of Property Described as Lot 11, Block 25 of Cedar Springs Subdivision No. 3 (N. Venable Ln.)



## City of Meridian FY2024 Budget Amendment Form



### Personnel Costs

Full Time Equivalent (FTE):  

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5290	41200	10355	Wages	
01	5290	41206	10355	PT/Seasonal Wages	
01	5290	41210	10355	Overtime	
01	5290	41304	10355	Uniform Allowance	
01	5290	42021	10355	FICA	\$ -
01	5290	42022	10355	PERSI	\$ -
01	5290	42024	10355	Worker's Comp	\$ -
01	5290	42025	10355	Employee Insurance	\$ -
<b>Total Personnel Costs</b>					<b>\$ -</b>

Please only complete the fields highlighted in Orange.

### Amendment Details

Title: Property Purchase for Community Center

Department Name: Parks & Recreation

Presenting Department Name: Parks & Recreation

Department #: 5290

Primary Funding Source: 1

CIP#:  

Project #: 10355

Is this for an Emergency?  Yes  No

New Level of Service?  Yes  No

*Clerks Office Stamp*

Date of Council Approval

### Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	5290		0				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
01	5290		10355				\$ -
<b>Total Operating Expenditures</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

### Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5290	91000	10355	Property Purchase	4,261,875
01	5290		10355	Closing Costs	\$ 10,255
01	5290		10355		
01	5290		10355		
01	5290		10355		
01	5290		10355		
<b>Total Capital Outlay</b>					<b>\$ 4,272,130</b>

### Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5290		10355		
01	5290		10355		
01	5290		10355		
<b>Total Revenue/Donations</b>					<b>\$ -</b>

Acknowledgement	Date
<div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">Steve Siddoway</div> Department Director	3/29/24
<div style="border: 1px solid black; padding: 5px; display: inline-block; background-color: #e0e0e0;"> <b>REVIEWED</b>                          By Todd Lavoie at 3:26 pm, Mar 29, 2024                     </div>	
Chief Financial Officer	
Approved Liz Strader via email 4.1.24	
Council Liaison <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">Liz Strader</div>	4-1-24
Mayor	

jfields 4.1.24

**Total Amendment Request \$ 4,272,130**

## City of Meridian FY2024 Budget Amendment Form

### Total Amendment Cost - Lifetime

	Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	<b>Department Name:</b> <u>Parks &amp; Recreation</u> <b>Title:</b> <u>Property Purchase for Community Center</u>  <b>Instructions for Submitting Budget Amendments:</b> > Department will send Amendment with Directors signature to Finance (Budget Manager) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Manager) > Finance (Budget Manager) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Municode Agenda Manager
Operating		\$ -	\$ -	\$ -	\$ -	\$ -	
Capital		\$ 4,272,130					
Total	\$ -	\$ 4,272,130	\$ -	\$ -	\$ -	\$ -	
<b>Total Estimated Project Cost: \$ 4,272,130</b>							

### Evaluation Questions

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

<b>1. Describe what is being requested?</b> on Monday, February 26, the West Ada School District (WASD) board approved a non-binding letter of intent (LOI) for the sale of the property immediately west of Settlers Park. A copy of the signed LOI is attached. WASD has agreed to sell 11.365 acres of land to the City for \$4,261,875 (based on \$375,000 per acre). We are excited to be able to move forward with this location as a site that will provide a home for our future community center, as well as help solve the parking challenges at Settlers Park and provide additional desired park amenities.	
<b>2. Why was this budget request not submitted during the current fiscal year budget cycle?</b> During the FY24 budget process, the community center was discussed and noted that a budget amendment would be processed for the project when applica ble.	
<b>3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?</b> We would like to purchase the property from the school district and move forward this summer with design development.	
<b>4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.</b> Funding would come from the general fund.	
<b>5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?</b> Yes.	
<b>6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.</b> Yes. Legal has been helping with the purchase and sale agreement and will continue to assist with the closing process.	
<b>7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)</b>	No
<b>8. Is the amendment going to result in the disposal of an asset? (Yes or No)</b>	No
<b>9. Any additional comments?</b>  	

**Total Amendment Request \$ 4,272,130**

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



## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 24-2446: A Resolution Approving that Certain Purchase and Sale Agreement Between the City of Meridian and Joint School District No. 2 dba West Ada School District Concerning the City's Acquisition of Lot 11, Block 25 of Cedar Springs Subdivision No. 3; Authorizing the Mayor to Execute Said Purchase and Sale Agreement, Authorizing the Mayor to Execute All Other Documents and Perform All Other Acts Reasonably Necessary to Effectuate the Purchase of Lot 11, Block 25 of Cedar Springs Subdivision No. 3; and Providing an Effective Date



BY THE CITY COUNCIL:

CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR

**A RESOLUTION APPROVING THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MERIDIAN AND JOINT SCHOOL DISTRICT NO. 2 DBA WEST ADA SCHOOL DISTRICT CONCERNING THE CITY'S ACQUISITION OF LOT 11, BLOCK 25, CEDAR SPRINGS SUBDIVISION NO. 3; AUTHORIZING THE MAYOR TO EXECUTE SAID PURCHASE AND SALE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS AND PERFORM ALL OTHER ACTS REASONABLY NECESSARY TO EFFECTUATE THE PURCHASE OF LOT 11, BLOCK 25, CEDAR SPRINGS SUBDIVISION NO. 3; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Joint School District No. 2 dba West Ada School District ("District") owns approximately 11.365 acres of real property described as Lot 11, Block 25, Cedar Springs Subdivision No. 3 ("Property"); and,

**WHEREAS**, the Property is no longer needed for school purposes; and,

**WHEREAS**, the Property is located adjacent to Settlers Park, which is owned, operated, and maintained by the City; and,

**WHEREAS**, the City desires to purchase the Property for park and recreation purposes, including a community center; and,

**WHEREAS**, the City and the District have entered into that certain Interagency Governmental Agreement dated November 6, 2019 (as amended on May 11, 2021, and April 9, 2024), which authorizes the District to convey real property to the City; and,

**WHEREAS**, the City and the District deem the fair market value of the Property to be \$4,261,875.00; and,

**WHEREAS**, after conducting public hearings, the City and the District have determined that it is in the best interest of the public for the City to purchase the Property for public purposes;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:**

**Section 1.** That the City Council hereby approves that certain Purchase and Sale Agreement between the City and the District concerning the Property;

**Section 2.** That the Mayor is hereby authorized to execute said Purchase and Sale Agreement;

**Section 3.** That the Mayor is hereby authorized to execute all other documents and perform all other acts reasonably necessary to effectuate the purchase of the Property; and,

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

**ADOPTED** by the City Council of the City of Meridian, Idaho, this 23rd day of April, 2024

**APPROVED** by the Mayor of the City of Meridian, Idaho, this 23rd day of April, 2024

**APPROVED:**

\_\_\_\_\_  
Robert E. Simison, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Chris Johnson, City Clerk



## AGENDA ITEM

**ITEM TOPIC:** Public Hearing for Shamrock Foods Easement Vacation (H-2024-0003) by Kristen McNeill, Givens Pursley, LLP., located at 1495 N. Hickory Ave.  
Application Materials: <https://bit.ly/H-2024-0003>

A. Request: Vacation to vacate the ten-foot (10') irrigation easement along the west side of the property boundary of Lots 4 and 5, Block 2 of the Treasure Valley Business Center - Phase 1 Subdivision.

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



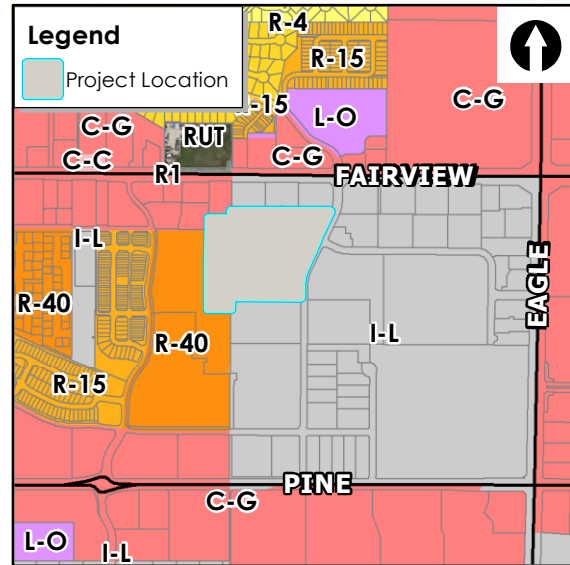
HEARING DATE: April 23, 2024

TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner  
208-884-5533

SUBJECT: H-2024-0003  
Shamrock Foods Vacation of Irrigation Easement - VAC

LOCATION: 1495 N. Hickory Avenue, in the NE ¼ of Section 8 T.3N. R.1E.



**I. PROJECT DESCRIPTION**

Request to vacate the ten-foot (10') irrigation easement located along the west side of the property boundary of Lots 4 and 5, Block 2, of the Treasure Valley Business Center – Phase 1 Subdivision.

**II. APPLICANT INFORMATION**

- A. Applicant:  
Kristen McNeill, Givens Pursley, LLP– 601 Bannock Street, Boise, ID 83702
- B. Owner:  
Keeley Smith – Shamrock Foods, 3900 E. Camelback Rd, Ste 300, Phoenix, AZ 85018
- C. Representative:  
Same as Applicant

**III. UNIFIED DEVELOPMENT CODE**

Per UDC [Table 11-5A-2](#), vacation of a utility easement falls under “all others”, which requires approval from City Council at a public hearing.

**IV. NOTICING**

	<b>City Council Posting Date</b>
Newspaper Notification	4/7/2024
Radius notification mailed to properties within 500 feet	4/5/2024
Next Door posting	4/3/2024

**V. STAFF ANALYSIS**

The Applicant requests approval to vacate the ten-foot (10') irrigation easement located along the west side of the property boundary of Lots 4 and 5, Block 2, of the Treasure Valley Business Center – Phase 1 Subdivision.

The property went through a property boundary adjustment (PBA-2023-0010) to consolidate Lots 4 and 5, Block 2 of the Treasure Valley Business Center- Phase 1 Subdivision and Lot 1 of the Pleasant Valley Subdivision to the west. The consolidation of the lots created a need for the irrigation easement to be relocated from its current location. The easement will be relocated to the west side of the consolidated properties. No other utilities exist in the easement.

A legal description and exhibit map of the portion of the easement proposed to be vacated and relocated is included in Section VI below.

The Applicant states there are no underground or overhead utilities in the subject easement area. *Relinquishment letter* from the Highline Lateral Users Association was received from stating they have no issue with the easement being relocated to the rear of the property as they are the sole users of the easement.

**VI. DECISION**

A. Staff:

Staff recommends approval of the vacation of the irrigation easement as proposed by the Applicant and as agreed upon by the easement holder.

**VII. EXHIBIT**

Legal Description & Exhibit Map of the Irrigation Easement Proposed to be Vacated

**CENTURION ENGINEERS, INC.**

**Contact Information**

Joseph D. Canning,  
PE/PLS 2323 S. Vista Ave  
Ste 206  
Boise, ID 83705  
Telephone 208.343.3381  
jdcanning@centengr.com

February 17, 2024

**Irrigation Easement Vacation for Shamrock Foods 1495 N. Hickory Avenue, Meridian, Idaho**

A portion of Lots 4 and 5, Block 2 of Treasure Valley Business Center Phase 1 situate in the northwest quarter of the northeast quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the north quarter corner of said Section 8; thence South 00°06'30" West, 308.93 feet to the northwest corner of said Lot 4; thence South 00°06'30" West, 75.86 feet along the westerly boundary of said Lot 4 to the **Point of Beginning**:

Thence North 89°33'12" East, 10.00 feet;

Thence South 00°06'30" West, 645.94 feet along a line 10.00 feet easterly of and parallel with the westerly boundary of said Lots 4 and 5;

Thence North 89°53'06" West, 10.00 feet to the westerly boundary of said Lot 5;

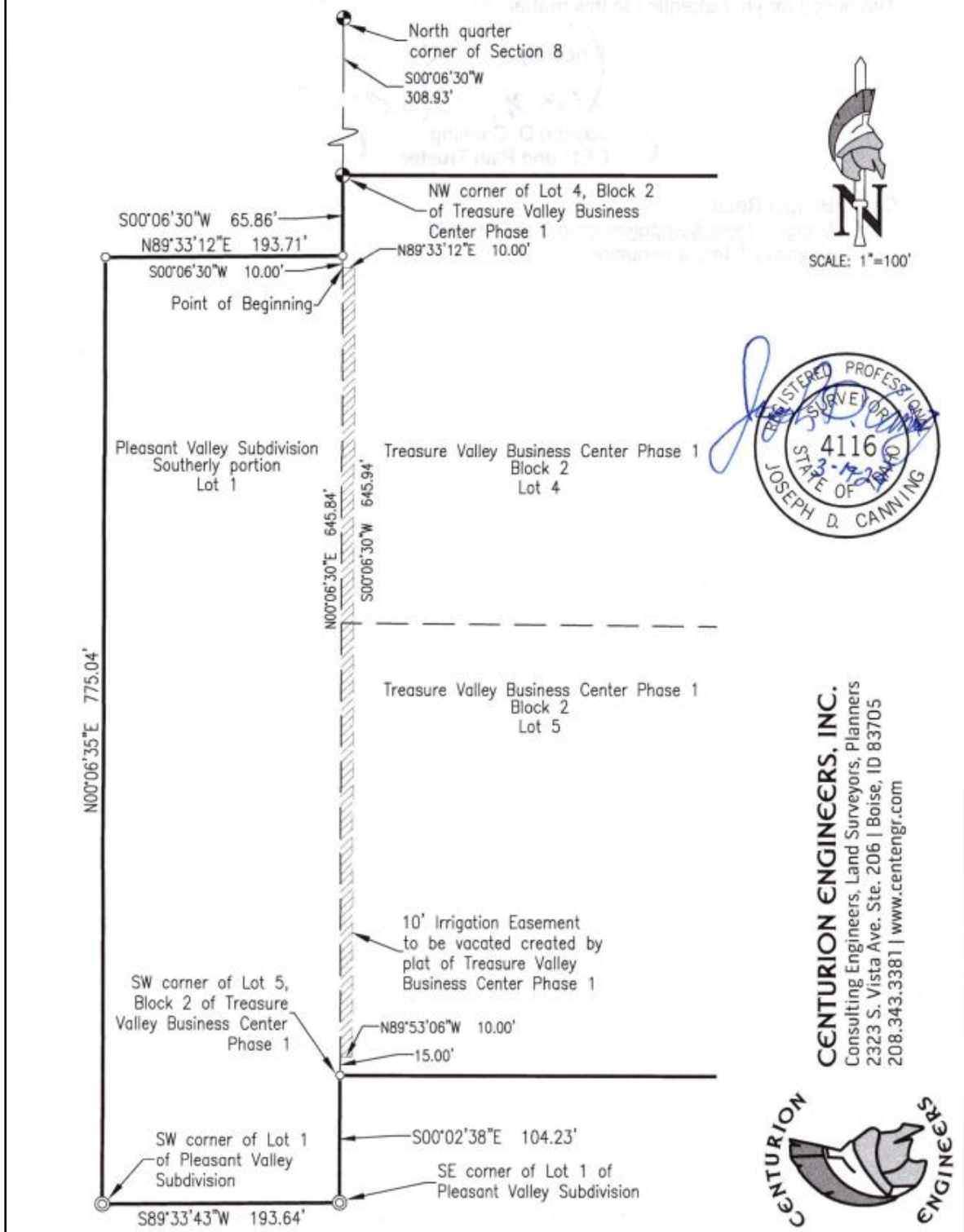
Thence North 00°06'30" East, 645.84 feet along the westerly boundary of said Lots 5 and 4 to the **Point of Beginning**.

Comprising of 0.15 acres, more or less.



Legal Description Irrigation Easement Vacation

# 1495 N. Hickory Ave.: Irrigation Easement Vacation Sketch





## CENTURION ENGINEERS, INC.

### Contact Information

Joseph D. Canning, PE/PLS  
2323 S. Vista Ave Ste 206  
Boise, ID 83705  
Telephone 208.343.3381  
jdcanning@centengr.com



February 17, 2024

### Relocated Irrigation Easement for Shamrock Foods 1495 N. Hickory Avenue, Meridian, Idaho

A portion of Lot 1 of Pleasant Valley Subdivision situate in the northeast quarter of the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the north quarter corner of said Section 8; thence South 00°06'30" West, 308.93 feet to the northwest corner of Lot 4, Block 2 of Treasure Valley Business Center Phase 1; thence South 00°06'30" West, 65.86 feet along the westerly boundary of said Lot 4 to the **Point of Beginning**:

Thence continuing South 00°06'30" West, 10.00 feet along the westerly boundary of said Lot 4;

Thence South 89°33'12" West, 183.71 feet;

Thence South 00°06'35" West, 755.04 feet along a line 10.00 feet easterly of and parallel with the westerly boundary of said Lot 1;

Thence North 89°33'43" East, 183.61 feet along a line 10.00 feet northerly of and parallel with the southerly boundary of said Lot 1;

Thence South 00°02'38" East, 10.00 feet along the easterly boundary of said Lot 1 to the southeast corner of said Lot 1;

Thence South 89°33'43" West, 193.64 feet along the southerly boundary of said Lot 1 to the southwest corner of said Lot 1;

Thence North 00°06'35" East, 775.04 feet along the westerly boundary of said Lot 1;

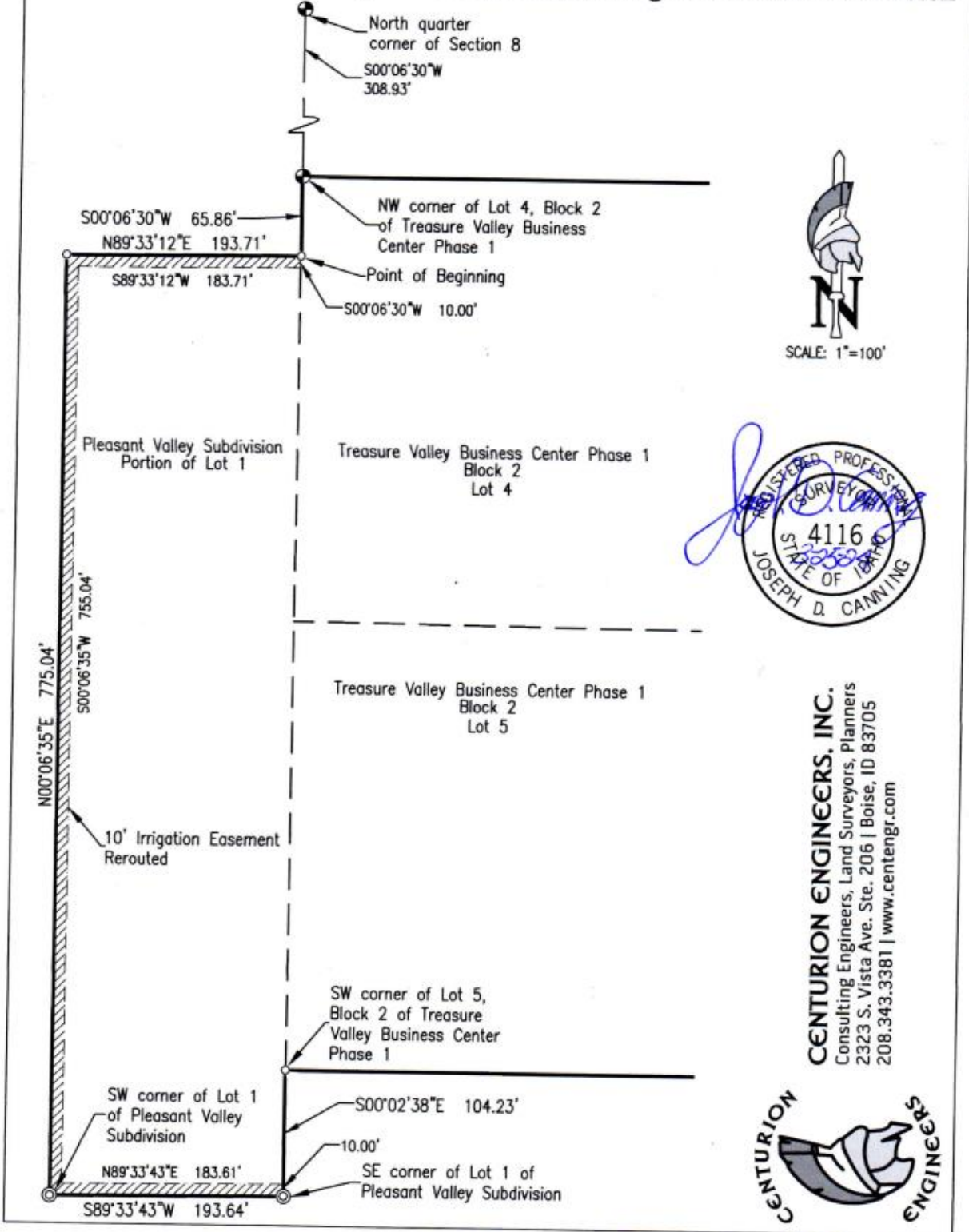
Thence North 89°33'12" East, 193.71 feet to the **Point of Beginning**.

Comprising of 0.26 acres, more or less.

Legal Description Relocated Irrigation Easement



# 1495 N. Hickory Ave.: Relocated Irrigation Easement Sketch





## AGENDA ITEM

**ITEM TOPIC:** Public Hearing for Taylor Annexation (H-2023-0062) by Robert Taylor, located at 3840 E. Overland Rd.

Application Materials: <https://bit.ly/H-2023-0062>

A. Request: Annexation of 1.01 acres of land with an R-2 (Low-Density Residential) zoning district for the purpose of connecting to City utilities.

**STAFF REPORT**

**COMMUNITY DEVELOPMENT DEPARTMENT**

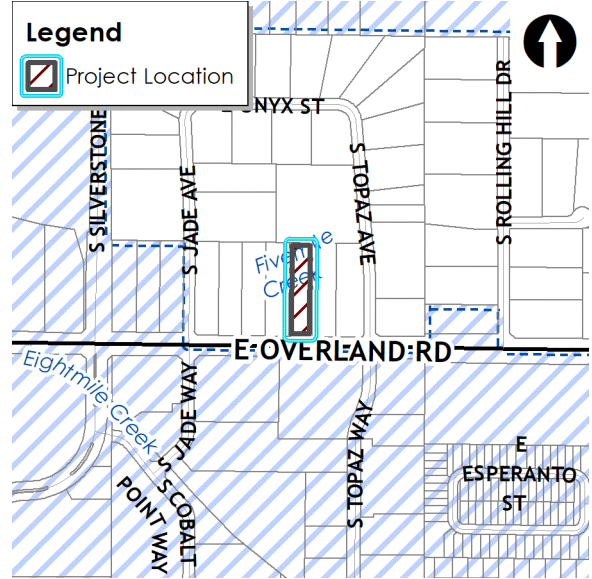


HEARING DATE: April 23, 2024

TO: Mayor & City Council  
FROM: Stacy Hersh, Associate Planner  
208-884-5533

SUBJECT: Taylor Annexation AZ  
[H-2023-0062](#)

LOCATION: 3840 E. Overland Road in the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 3N, Range 1E (Parcel #R4626240475)



**I. PROJECT DESCRIPTION**

Annexation of 1.01 acres of land with an R-2 zoning district for the purpose of complying with the terms outlined in the consent to annex agreement for the existing home that is already connected to City utilities.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	1.01 acres Annexation	
Future Land Use Designation	Mixed Use Regional (MU-R)	
Existing Land Use	No change, continue existing single-family residential use	
Proposed Land Use(s)	Single-Family detached residential	
Current Zoning	Single-Family residential zone (R1) in Ada County	
Proposed Zoning	R-2 (Low Density Residential)	
Lots (# and type; bldg/common)	<u>1 building lot</u>	
Phasing plan (# of phases)	N/A	
Number of Residential Units (type of units)	N/A	
Neighborhood meeting date	08/24/2023	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> </ul>	No	
<ul style="list-style-type: none"> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	No	
<ul style="list-style-type: none"> <li>Existing Conditions</li> </ul>	Existing curb, gutter, and sidewalk.	
<ul style="list-style-type: none"> <li>CIP/IFYWP</li> </ul>	<p><b>PROJECT:</b>  <b>South Meridian Improvements B - Overland Rd and Eagle Rd</b></p> <hr/> <p><b>Project Description:</b>  Widen intersection to 7-lanes on Eagle Rd and 9-lanes on Overland Rd as per the 2020 CIP. Project to be done in coordination with the Idaho Transportation Department.</p> <p><b>Project Manager:</b> choman - Cody Homan  <b>Design Year:</b> 2025  <b>Right-of-Way Year:</b> Future  <b>Construction Year:</b> FUT  <b>Project #:</b> IN218-04</p>	

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Overland Road is classified as a principal arterial roadway.	
Proposed Road Improvements	None	
Fire Service	<i>No comments received</i>	
Police Service	<i>No comments received.</i>	

Wastewater		
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> </ul>	No changes in public sewer infrastructure shown in record. Any changes must be approved by Public Works.	
<ul style="list-style-type: none"> <li>Sewer Shed</li> </ul>		
<ul style="list-style-type: none"> <li>Estimated Project Sewer ERU's</li> </ul>		
<ul style="list-style-type: none"> <li>WRRF Declining Balance</li> </ul>		
<ul style="list-style-type: none"> <li>Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	None	
Water		
<ul style="list-style-type: none"> <li>Distance to Services</li> </ul>	Water available at site.	
<ul style="list-style-type: none"> <li>Pressure Zone</li> </ul>	4	
<ul style="list-style-type: none"> <li>Estimated Project Water ERU's</li> </ul>	See application	
<ul style="list-style-type: none"> <li>Water Quality Concerns</li> </ul>	None	



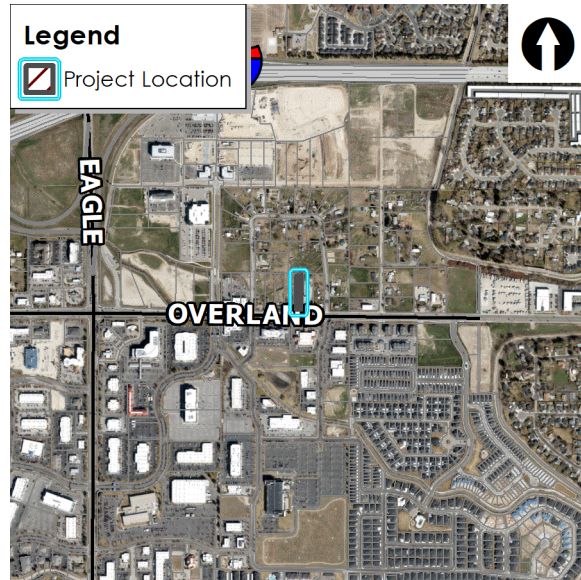
- Project Consistent with Water Master Plan | Yes
- Impacts/Concerns | None

### C. Project Maps

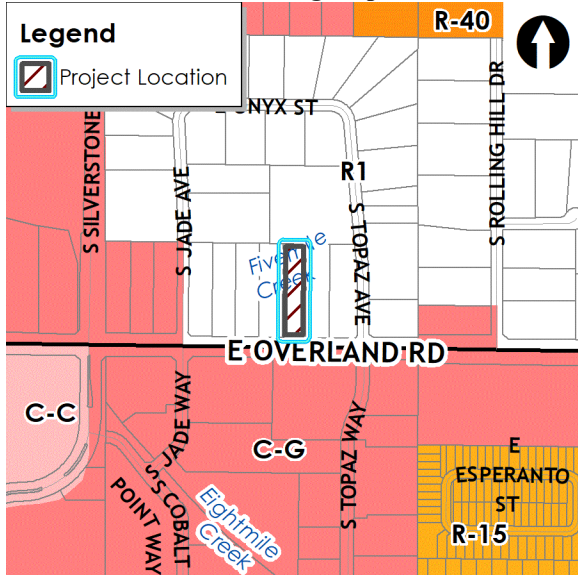
**Future Land Use Map**



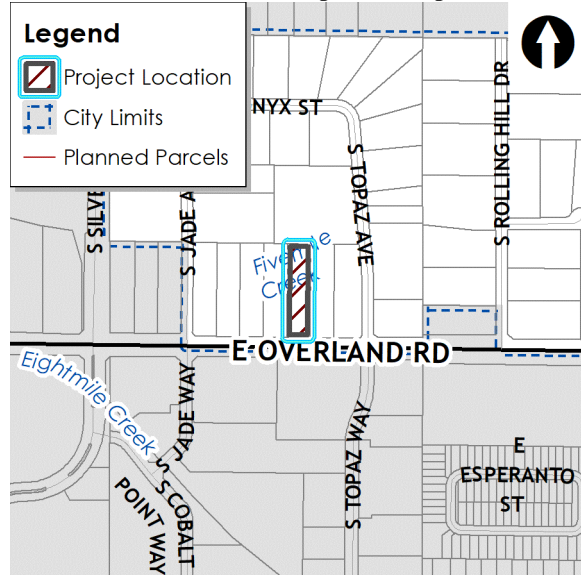
**Aerial Map**



**Zoning Map**



**Planned Development Map**



## III. APPLICANT INFORMATION

### A. Applicant:

Robert Taylor, Owner – 3840 E. Overland Road, Meridian, ID 83642

B. Owner:

Robert Taylor, Owner – 3840 E. Overland Road, Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	2/5/2024	4/3/2024
Radius notification mailed to property owners within 500 feet	3/1/2024	4/5/2024
Public hearing notice sign posted on site	3/10/2024	4/11/2024
Nextdoor posting	3/4/2024	4/3/2024

V. COMPREHENSIVE PLAN ANALYSIS

**LAND USE:** This property is designated as Mixed Use Regional (MU-R) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#).

The purpose of this designation is to provide a mix of employment, retail, and residential dwellings and public uses near major arterial intersections. The intent is to integrate a variety of uses together, including residential, and to avoid predominantly single-use developments such as a regional retail center with only restaurants and other commercial uses. Developments should be anchored by uses that have a regional draw with the appropriate supporting uses. For example, an employment center should have supporting retail uses; a retail center should have supporting residential uses as well as supportive neighborhood and community services. The standards for the MU-R designation provide an incentive for larger public and quasi-public uses where they provide a meaningful and appropriate mix to the development. The developments are encouraged to be designed consistent with the conceptual MU-R plan depicted.

Due to the presence of an existing home on this property with the intention to maintain its residential use, an R-2 zoning district is requested as a “placeholder” zoning district until the property redevelops in the future. Opting for a zoning district within the Mixed-Use Regional (MU-R) designation would create a non-conforming use. For example, a single-family residential dwelling on an acre is not a permitted use in a commercial zoning district and it fails to meet density requirements for an R-15 or R-40 zoning district, which is not preferred. Prior to re-development, a rezone should be requested and development proposed consistent with the Commercial FLUM designation.

**COMPREHENSIVE PLAN POLICIES** (<https://www.meridiancity.org/compplan>):

**Goals, Objectives, & Action Items:** Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences. (2.01.01)

*The Plan aims to integrate mixed-use by incorporating a variety of uses, including residential. Residential uses should comprise a minimum of 10% of the development area, with gross densities*



ranging from 6 to 40 units/acre. The current application seeks annexation of the property into the City to comply with the terms outlined in the consent to annex agreement, particularly due to the existing home already connected to City utilities. Specifics regarding the housing types and density will be addressed with future development. Given that the residential would be in a mixed-use center and at a higher density, it would likely lead to diversity in housing satisfying this goal.

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

*City water and sewer service is available and the existing home is already connected to City utilities in accordance with UDC 11-3A-21.*

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

*The proposed development will not likely impact the existing abutting developments to the east, west, and north, as they are all residential uses currently zoned R1 in Ada County.*

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

*The existing home has already abandoned the existing septic system and is connected to the City wastewater system.*

## VI. STAFF ANALYSIS

### A. ANNEXATION (AZ)

The Applicant proposes to annex 1.01 acre parcel, including the adjacent right-of-way to the section line of E. Overland Road with an R-2 (Low-Density Residential) zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary. The reason for annexation is the water table for the existing well on the single-family residential property failed late last year and the Applicant had to hook-up to City water and sewer service. No new development or redevelopment of the property is proposed at this time and the use will remain residential for the foreseeable future.

The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2023-037612). This agreement allowed the property to hook up to City water and sanitary sewer service with disconnection from the private well and septic system. A provision of the agreement requires the property owner to apply for annexation of the property into the City as proposed with this application.

Single-family detached dwellings are listed as a principally permitted use in the R-2 zoning district per UDC Table 11-2A-2.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure future development is consistent with the Comprehensive Plan and the land use desired for this property, Staff recommends a Development Agreement as a provision of annexation pursuant to Idaho Code Section 67-6511A, which requires the property to be rezoned and the agreement modified to include a conceptual development plan prior to any change in use and/or development of the property.**

**Dimensional Standards (UDC 11-2):** The proposed existing house appears to comply with the dimensional standards of the district.

**Access:** Access to this property is currently from E. Overland Road. With future redevelopment of the property, access via E. Overland Road and interconnectivity with adjacent properties will be evaluated in accordance with the provisions listed in UDC 11-3A-3.

**Parking (UDC 11-3C):** Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. The existing home does not meet the required number of off-street parking spaces per [UDC Table 11-3C-6](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home does not have an enclosed two-car garage; however, there is an existing 30-foot by 20-foot driveway.

**The existing home is recognized as non-conforming due to the off-street parking requirements in UDC 11-3C-6. Per [UDC 11-1B-4](#), no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved, or structurally altered except through the approval of a conditional use permit. As a result of the non-conformity, the Applicant is required to apply for a Conditional Use Permit for any future expansions on the property or attain compliance by constructing a new two-car garage (see figure below).**



**Sidewalks (11-3A-17):** Overland Road is improved with an existing 7-foot wide attached concrete sidewalk abutting the site in accordance with UDC standards. Staff is not recommending that this sidewalk be replaced with and 7-foot detached sidewalk.

**Pathways ([UDC 11-3A-8](#)):** The Meridian Pathways Master Plan Map indicates a planned pathway on the north side of the Five Mile Creek to be constructed by the City in the future. **The Applicant should submit a dedicated easement for the pathway to the City. Easements shall be a minimum of 14' wide (10' wide pathway + 2' shoulder on each side).**

**Utilities ([UDC 11-3A-21](#)):** Connection to City water and sewer services is required in accordance with UDC 11-3A-21. **The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2023-037612). The Applicant is currently connected to City utilities.**

**Fencing ([UDC 11-3A-6](#), [11-3A-7](#)):** All fencing is required to comply with the standards listed in UDC 11-3A-7. **The Applicant is not proposing fencing with this application.**

## VII. DECISION

### A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement per the provisions in Section IX in accord with the Findings in Section X.

### B. The Meridian Planning & Zoning Commission heard these items on March 21, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation requests.

1. Summary of Commission public hearing:
  - a. In favor: Robert Taylor
  - b. In opposition: None
  - c. Commenting: None
  - d. Written testimony: None
  - e. Staff presenting application: Stacy Hersh, Associate
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by Commission:
  - a. None
4. Commission change(s) to Staff recommendation:
  - a. None
5. Outstanding issue(s) for City Council:
  - a. None

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



CENTURION ENGINEERS, INC.  
Consulting Engineers, Land Surveyors, Planners  
2323 S. Vista Avenue, Suite 205 Boise, ID 83705  
Telephone: 209.343.3381 | www.cenlengr.com

**Annexation & Zone Land Description For:  
Robert Taylor**

December 27, 2023

Lot 3, Block 2 of Jewell Subdivision as shown in Book: 34 of Plats at Pages 2056 & 2057 records, Ada County, Idaho and including right-of-way. Situate in the Southeast Quarter or the Southwest Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the south quarter corner of said Section 16: thence S89°59'14s-W, 483.11 feet along the southerly boundary of the southwest quarter of said Section 16 to the *Point of Beginning*;

Thence S40°00'00"E, 439.85 feet along the easterly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to the northeast corner of said Lot 3;

Thence N90°00'00"W, 100 feet along the northerly boundary of said Lot 3 to the northwest corner of said Lot 3;

Thence S00°00'00"E, 439.86 feet along the westerly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to a point which bears N89°59'14s"E, 749.26 feet from the southwest corner of the southeast quarter, of the southwest quarter of said Section 16 and which point also bears S89°59'10"E, 1,332.50 feet from the southwest section corner of said Section 16:

thence N89°59'14s"E, 100.00 feet to the *Point of Beginning*.

Containing 1.01 acres, more or less.

This description was prepared from information of record in the office of the Ada County, recorder. Jewell Subdivision Book: 34, Pages 2056 & 2057 and Recon: 1 of Survey No. 8191. A new land survey was not performed.

The basis of bearing for this description is said Jewell Subdivision.

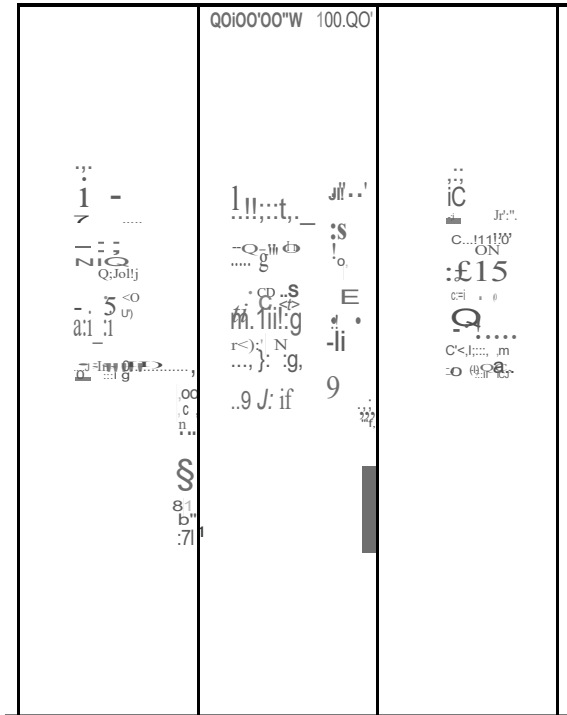


# Annexation Description Sketch

**Notes**

1. This sketch, titled as prepared from information of record in the office of the Ada County, recorder, Jewell Subdivision, Block 34, Plots 2056 & 2057. Record of Survey No. 8,191. A 1/4 section land survey was not prepared.

2. The total area of bearing for this sketch is as indicated in the Subdivision.



SCALE: 1"=40'



17 Corner 1/16<sup>th</sup> Corner

20 21 55'15.59" N 1,332.250" N 115.945" E 748.26'

5' 1.45" E 100.00'

West Overland Road

S89°M 5' W 100.00'

at

CE: HNJUON & NOINE: JtS. INC.  
 CO: 111111 Er, cineet L In S1, Ir, q., P11111e.;  
 Ill: 'l . r: r: ta; . . . mt; I Bolw, II) 83105  
 211B . . J4. ll. 33811 . . . . . n1110fr, t<1m

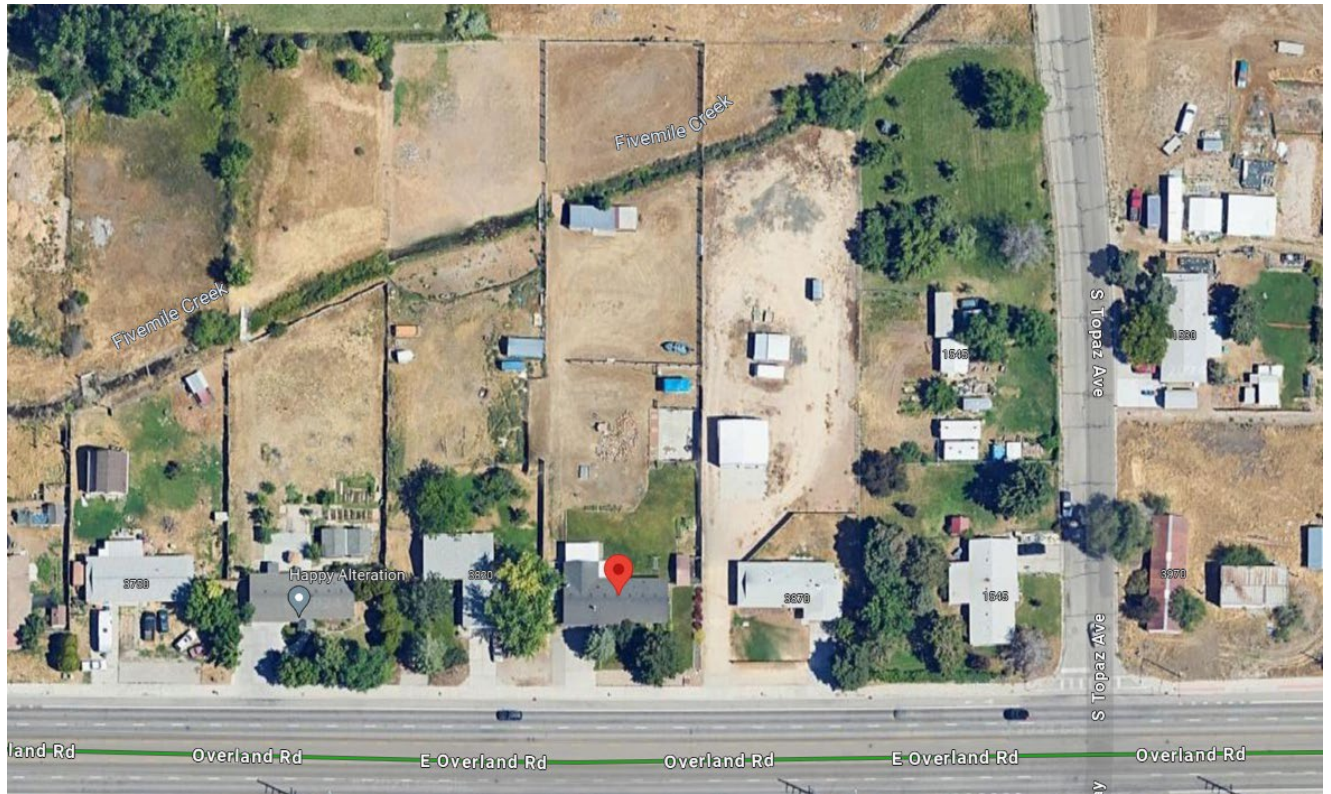
01J(e:6,...

lot 3, Block 2, of Jewell Subdivision 011 cs 5M in Block 34 of Plots at Pos 2056 & 2057 records, Ma County, Idaho. Situate in the Southwesterly Quarter of the Southeast Quarter of Section 16 T10N, R1E, S1E, Boise County, Idaho.

Date: December 27, 2023  
 Drawn by: DA Crawford  
 Job Number: 1107



B. Site Map



C. Existing Home





## **IX. CITY/AGENCY COMMENTS & CONDITIONS**

### **A. PLANNING DIVISION**

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Prior to any change in use or redevelopment of the subject property, a rezone to a commercial and/or a higher density residential zoning district and a modification to this agreement shall be requested to include a conceptual development plan consistent with the Mixed-Use Regional Future Land Use Map (FLUM) designation and guidelines in the Comprehensive Plan.
- b. Future development of this site shall be consistent with the applicable standards in the city of Meridian's Unified Development Code.
- c. As a result of the non-conformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Applicant/Owner is required to apply for a Conditional Use Permit for any future expansions on the property or attain compliance by constructing a new two-car garage.
- d. The Applicant shall submit a dedicated easement for the future pathway along the north side of the Fivemile Creek for the length of the property to the City. Easements shall be a minimum of 14' wide (10' wide pathway + 2' shoulder on each side).

### **B. PUBLIC WORKS**

No comments, Applicant has signed the agreement for extension of domestic water and sewer service outside Meridian City Limits (Inst. #2023-037612) and connected to City utilities.

### **C. PARK'S DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331534&dbid=0&repo=MeridianCity>

### **D. ADA COUNTY DEVELOPMENT SERVICES (ACDS)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=332238&dbid=0&repo=MeridianCity&cr=1>

### **E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331968&dbid=0&repo=MeridianCity>

### **F. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=332554&dbid=0&repo=MeridianCity>

## X. FINDINGS

### A. Annexation and/or Rezone (UDC 11-5B-3E)

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

**1. The map amendment complies with the applicable provisions of the comprehensive plan;**

*Staff finds annexation of the subject property with an R-2 zoning district and requirement for the property to redevelop in the future consistent with the Mixed-Use Regional future land use map designation in the Comprehensive Plan is appropriate for this property (see Section V for more information).*

**2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;**

*Staff finds the proposed map amendment to the R-2 zoning district is consistent with the purpose statement for the residential districts in UDC 11-2B-1, in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.*

**3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;**

*Staff finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential use should be compatible with adjacent single-family residential homes/uses in the area.*

**4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and**

*Staff finds that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.*

**5. The annexation (as applicable) is in the best interest of city.**

*Staff finds the proposed annexation is in the best interest of the City.*

**Public Hearing for Taylor Annexation (H-2023-0062) by Robert Taylor,  
located at 3840 E. Overland Rd.**

- A. Request: Annexation of 1.01 acres of land with an R-2 (Low-Density Residential) zoning district for the purpose of connecting to City utilities.

Lorcher: Tonight I would like to open the public hearing for Item No. H-2023-0062, annexation of 1.1 acre in an R-2 zoning district for the purpose of connecting city utilities. We will begin with the staff report.

Hersh: Good evening, Members of the Commission. The applicant has submitted an application for annexation and zoning. The site consists of 1.01 acres of land, currently zoned R-1 in Ada county, located at 3840 East Overland Road. History on the property is none. The Comprehensive Plan FLUM designation is mixed use regional. The applicant proposes to annex a 1.01 acre parcel, including the adjacent right of way to the section line of East Overland Road with an R-2 zoning district. A legal description and exhibit map for the annexation area is included with the application. The property has been what -- is within the city -- the city's area of city impact boundary. The reason for the annexation is the water table for the existing well on the single family residential property failed late last year and the applicant had to hook up to city water and sewer service. No -- no development or redevelopment of the property is proposed at this time and the use will remain residential for the foreseeable future. The applicant has entered into an agreement with the city for extension of domestic water and sewer service outside Meridian city limits for the subject property. This agreement allowed the property to hook up to city water and sanitary service with this connection for the private -- private well and septic system. A provision of the agreement requires the property owner to apply for annexation of the property into the city as proposed with this application. Due to the presence of an existing home on the property with the intention to maintain its residential use, an R-2 zoning district is requested as a place holder zoning district until the property redevelops in the future. Opting for a zoning district within the mixed use regional designation would create a nonconforming use. For example, a single family residence dwelling on an acre is not a permitted use in a commercial zoning district and it fails to meet density requirements for an R-15 or R-40 zoning district, which is not preferred. Prior to redevelopment a rezone should be requested and development proposed consistent with the commercial FLUM designation. Single family detached dwellings are listed as a personally permitted use in the R-2 zoning district. To ensure future development is consistent with the Comprehensive Plan in the land use desired for this property staff recommends a development agreement as a provision of the annexation pursuant to the Idaho Code section, which requires the property to be rezoned and the agreement modified to include a conceptual development plan prior to any change in use and/or development of the property. The proposed existing home appears to comply with the dimensional standards of the district. Access to the property is currently from East Overland Road, with future redevelopment of the property access via East Overland Road and interconnectivity with adjacent properties will be evaluated in accordance with the provisions listed in the UDC. Off-street parking is required to be provided in accordance

with the standards in the UDC for single family dwellings based on the number of bedrooms per unit. The existing home does not meet the required off-street parking spaces per the UDC Table for a three bedroom. Four parking spaces are required, at least two in the enclosed garage and other spaces may be enclosed or a minimum of a ten by 20 foot parking pad. The existing home does not have an enclosed two car garage, however there is an existing 30 by 20 foot driveway. The existing home is recognized as nonconforming due to the off-street parking requirements in the UDC. Per the UDC no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved or structurally altered, except through the approval of a conditional use permit. As a result of the nonconformity, the applicant is required to apply for a conditional use permit for any future expansions on the property or attain compliance by constructing a new two car garage. Overland is improved with an existing seven foot wide attached concrete sidewalk abutting the site in accordance with the UDC standards. Staff is not recommending that the sidewalk be replaced with any -- with a seven foot detach sidewalk. The Meridian Pathways Master Plan map indicates a planned pathway on the north side of the Five Mile Creek to be constructed by the city in the future. The applicant should submit a dedicated easement for the pathway to the city. Connection to city water and sewer services is required in accordance with the UDC. The applicant has entered into an agreement with the city for the extension of these water and sewer services outside of Meridian city limits for the subject property. The applicant is currently connected to these city utilities. Written testimony is none and staff does recommend approval of the annexation subject to the conditions and findings outlined in the staff report and that concludes staff's presentation and I stand for any questions.

Lorcher: Commissioners, do you have any questions for staff? Would the applicant like to come forward?

Starman: Sir, if you do want to speak you are welcome to come to the podium. You are not required to do so. I see you shaking your head. So, for the record -- for the record I will note the applicant has declined to comment and so, Madam Chair, you may proceed.

Lorcher: Is there anybody signed up for public testimony?

Lomeli: Thank you, Madam Chair. We do not have anybody signed up in person. There are a few attendees online if they would like to raise their hand and give testimony.

Lorcher: We haven't had this before, so -- so you don't wish to speak. There is nobody here in Chambers, so can we close the public hearing? May I have a motion to close the public hearing?

Garrett: So moved.

Grace: Second.

Sandoval: Second.

Lorcher: It's been moved and seconded to close the public hearing. All those in favor say aye. Any opposed? Motion carries.

MOTION CARRIED: FOUR AYES. THREE ABSENT.

Lorcher: All right. Commissioners, do you have anything to say about this application? Or a motion?

Grace: Madam Chair, can I -- can I get a clarification? Is -- this is a -- I don't have the benefit of the -- the sheet that we normally get when I'm present in the City Hall spaces. So, this is -- this is a recommendation, as I understand it, to City Council; is that accurate?

Lorcher: Commissioner Grace, no, this is -- an annexation -- we are not --

Starman: Madam Chair, Commissioners, Commissioner Grace, that's -- your comment, Commissioner Grace, is accurate. This is a recommendation to the City Council relative to the annexation request. So, you are a recommending body for this -- for this particular application.

Grace: Okay. With that, Madam Chair, I would take stab at a motion here, if that's appropriate.

Lorcher: Okay.

Grace: So, after considering all staff and applicant and public testimony, I move to recommend approval of File No. H-2023-0062 as presented in the staff report for the hearing date of March 21st, 2024, with no modifications.

Sandoval: Second.

Lorcher: It's been moved and seconded to approve File No. H-2023-0062, annexation to Meridian City Council. All those in favor say aye. Any opposed? Motion carries.

MOTION CARRIED: FOUR AYES. THREE ABSENT.