



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, March 26, 2024 at 4:30 PM

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Agenda

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ROLL CALL ATTENDANCE

___ Joe Borton, *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*

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the March 5, 2024 City Council Work Session](#)
2. [Approve Minutes of the March 5, 2024 City Council Regular Meeting](#)
3. [Approve Minutes of the March 12, 2024 City Council Work Session](#)
4. [Approve Minutes of the March 12, 2024 City Council Regular Meeting](#)
5. [Apex Northwest No. 4 Sanitary Sewer and Water Main Easement \(ESMT-2024-0005\)](#)
6. [Vertex Subdivision No. 2 Pedestrian Pathway Easement \(ESMT-2024-0008\)](#)
7. [Firenze Plaza Shop Water Main Easement \(ESMT-2024-0018\)](#)
8. [Foxcroft Subdivision No. 2 and No. 3 Sanitary Sewer Easement \(ESMT-2024-0028\)](#)
9. [Chipotle AFC Buildings Water Main Easement \(ESMT-2024-0042\)](#)

10. [Foxcroft Subdivision No. 2 and 3 Pedestrian Pathway Easement \(ESMT-2024-0043\).](#)
11. [Aviation Subdivision Water Main Easement No. 2 \(ESMT-2024-0044\).](#)
12. [Summertown Subdivision Sanitary Sewer and Water Main Easement \(ESMT-2024-0045\)](#)
13. [Hatch Industrial Water Main Easement No. 1 \(ESMT-2024-0047\)](#)
14. [Village Apartments Phase 1 Sanitary Sewer and Water Main Easement No. 1 \(ESMT-2024-0048\)](#)
15. [Water and Sewer Main Replacement - E. Idaho Ave., N. Meridian Rd. to NE 6th St.: Temporary Construction Easements](#)
16. [Final Plat for Foxcroft Subdivision No. 2 \(FP-2023-0031\) by Kent Brown Planning Services, located at 3500 W. Pine Ave.](#)
17. [Findings of Fact, Conclusions of Law for Linder Condos \(H-2023-0074\) by The Architects Office, PLLC., located at 300 N. Linder Rd.](#)
18. [Findings of Fact, Conclusions of Law for Stonehill Church \(H-2023-0041\) by Stonehill Church, located at 799 W. Amity Rd.](#)
19. [Findings of Fact, Conclusions of Law for Ultra Clean Franklin \(H-2023-0064\) by KM Engineering, LLP., located at 3070 E. Franklin Rd.](#)
20. [Development Agreement \(Watts Meridian Medical Partners H-2023-0075\) Between City of Meridian and Reves, LLC for Property Located at 1256 S. Rackham Way](#)
21. [Approval of Compensation and Construction Stipulation Letter with Williams - Northwest Pipeline for a pipeline replacement project that includes a small portion of City Well 32 lot](#)
22. [City of Meridian 2023 Financial Audit Report](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

23. Meridian Arts Commission Annual Update
24. Historic Preservation Commission Annual Update
25. [Neighborhood Grants Program: Fiscal Year 2023 Project Close Out and Fiscal Year 2024 Project Recommendations](#)

PUBLIC HEARINGS [Action Item]

26. [Public Hearing for Community Input on Meridian's Community Development Block Grant Program Action Plan](#)

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the March 5, 2024 City Council Work Session

A Meeting of the Meridian City Council was called to order at 4:30 p.m., Tuesday, March 5, 2023, by Mayor Robert Simison.

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

Members Absent: Liz Strader.

Others Present: Chris Johnson, Bill Nary, Todd Lavoie, Laurelei McVey, Caleb Hood, Berle Stokes, Kris Blume and Dean Willis.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is March 5th, 2024, at 4:30 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.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Taylor: Move we adopt the agenda as published.

Cavener: Second the motion.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the February 20, 2024 City Council Work Session**

- 2. Approve Minutes of the February 20, 2024 City Council Regular Meeting**
- 3. Ada County Coroner's Office Water Main Easement No. 1 (ESMT-2024-0023)**
- 4. Ada County Coroner Water Main Easement No. 2 (ESMT-2024-0024)**
- 5. Prairiefire Subdivision Water Main Easement No. 1 (ESMT-2024-0039)**
- 6. Prairiefire Subdivision Water Main Easement No. 2 (ESMT-2024-0040)**
- 7. Findings of Fact, Conclusions of Law for Robertson Square Subdivision (SHP-2023-0006) by Tamee Crawford, Centurion Engineers, Inc., located at 588 W. Broadway Ave.**
- 8. Findings of Fact, Conclusions of Law for Watts Meridian Medical Partners (H-2023-0075) by Rigby Watts & Co., located at 1256 S. Rackham Way**
- 9. Millwood Subdivision Emergency Access License Agreement**
- 10. Agreement for Crossing of Can Ada Sewer Main Line and Williams Gas Pipeline**
- 11. Agreement for Use of Kleiner Park for Capital Community Egg Hunt Special Event by Capital Christian Center, Inc.**
- 12. Fiscal Year 2024 Budget Amendment in the amount of \$37,000.00 for Meridian Police Department Vehicle Replacement**
- 13. Resolution No. 24-2440: A Resolution Amending the City of Meridian Comprehensive Plan to Update and/or Replace Certain Text and Graphics Associated with the Mixed-Use Sections of the Comprehensive Plan, Including Other Minor Revisions, Terms, and a New Appendix; and Providing an Effective Date**
- 14. Resolution No. 24-2441: A Resolution Establishing the Reappointment of Shaun Muscolo to Seat 3 and Crystal Paulson to Seat 7 of the Meridian Arts Commission; and Providing an Effective Date**
- 15. City of Meridian January 2024 Financial Report**

Simison: Next up is the Consent Agenda.

Taylor: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move we approve the Consent Agenda as published, for the Mayor to sign and Clerk to attest.

Cavener: 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: FIVE AYES. ONE ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

DEPARTMENT / COMMISSION REPORTS [Action Item]

16. Fiscal Year 2023 Budget to Actual Financial Results

Simison: So, we will go on to Department/Commission Reports. First item up is Item 16, Fiscal Year 2023 budget-to-actual financial results and I will turn this over to Mr. Lavoie.

Lavoie: Mr. Mayor, Members of Council, again, appreciate the opportunity to present to you the fiscal year '23 financial results. Today what we will do is we will give you kind of our report card of how the city did for fiscal year '23 from what we have budgeted to what your departments did from a spend approach for the fiscal year '23 financials. We will go through the General Fund. We will go through the Enterprise Fund. We will go to the Impact Fee Fund. We will also present to you the impacts to the fund balance. So, what did we collect in revenues, what did we spend, what impact did that have to the actual fund balance at the end of fiscal year '23. These results here are audited. You are going to get the -- hopefully the audit report in the next few weeks. We are working on getting the final print by Friday. So, I will submit that to you as soon as possible. But these numbers represent what will be in your audit reports when I present that to you in a couple of weeks. So, with that we will start with the General Fund. Again, this is comparing what we budgeted to what was actually spent by the departments. So, for fiscal -- for fiscal year '23, looking at the General Fund, total revenues -- when you put it all together. So, this slide here represents the major revenue sources that we track and follow for you. In the entirety we ended up at 96.9 percent of budget. So, we missed the hundred percent by three percent. Again, these slides were presented to you in a PDF form over the last two weeks. So, nothing new from a document standpoint, but I will go through each one to kind of touch bases and allow you to engage any questions that you have. So, again, the collective 96.9 percent for the General Fund. The largest percentage difference was the 210 percent that you

see on the far right-hand corner, which is other revenue and that's because of the investment income. Strong investment opportunities for us. We did really well for fiscal '23. We continue to do very well with our investment income and I -- when we developed this budget 20 months ago I didn't foresee the great interest rates that we had. We have adjusted our budget accordingly, but we are getting great returns on that. So, that is what that is. That's a two million dollar investment difference. The biggest graph difference that you see there is going to be the intergovernmental, the 58.4 percent, and that is because we accepted an ARPA grant. So, we accepted the 12 million dollars. We just haven't spent it yet. So, as soon as we spend it you will see that the revenues and expenses will occur, but that's what that gap is. We took 12 million in, we just haven't had a chance to spend yet, but that's what that is. And, then, the one times -- what you will see in charges for service -- again we missed the target by 29.6 percent and those are mostly due to cyclical activities, one-time revenues. Again, our most important revenue is the ongoing property tax. Again, we are pretty happy with where we ended up with that one at a hundred percent. But the charges for services is more cyclical than one time, but that's what you see and missed the target -- so we missed the target by 29 percent on that one and same thing with impact fees -- is a one time in nature, driven by development in the community. So, again, we will adjust to those, but those are one time in nature, so we know that they will go up and down every single year. So, those are your General Fund dollars in review for fiscal year '23. Again, 96.9 percent from a totality. Number one revenue source is property taxes. We missed it -- you know, we got pretty close to a hundred percent on that one. So, again, at any time, please, engage me for any questions, but that is revenue in the summary. Now, we are going to go into your expenses. So, we ended up with a total for expenses. This is going to be our personnel. So, we are going to touch on personnel first. We ended up the year spending 96.2 percent of the -- what we budgeted. Our traditional historical average is 93.9, so we did very well compared to our historical average. So, that means, again, we are keeping the vacancies low, we are making that happen, so it's awesome. The largest percentage gap you will see here is community development at 76 percent. As you know and as you heard, again, we are still having some staffing issues with the inspectors there, but, again, we are working on getting those solid. But that's what that is. And, then, the largest dollar amount gap is also associated to community development with the vacancies as well. So, again, we are working on trying to fill these positions, so we can get the community development closer to 96 percent, just like the other departments, but that is personnel in summary. Operating. We ended the fiscal year at spending 57.7 percent of your operating. Our traditional average is 85.2. But, again, you could see the big outlier it's going to be totaling those associate ARPA. So, again, we have budgeted the money, we haven't spent it yet. We will get to spending it. There was also 1.6 million dollars in there that you approved for the Linder Road overpass. Haven't spent it yet, but you have budgeted. So, if you take those away then the number looks really good. But, unfortunately, we do have to budget what we budget. There was the fire, parks, and police looking very strong. Community Development, again, those were associated to the contracted services for inspections and so, again, kind of missed the target there, but you don't incur any expenses until you have the permit sales. So, for those expenses we are not too concerned about, because if you don't have an expense you

don't have a revenue. So, it's kind of offsetting with the profits, so we are not super concerned with the inspection services being lower than we thought. So, this operating expense, the last major category that we report to you on is our capital. For the year we spent 74.4 percent of our total capital as you have -- you have approved for us to spend. We did leave 11 million dollars on the table, but of those 11 we are carrying it all forward into fiscal '24. So, when you present it to us that budget in '23, we just haven't had time to finish the project. They asked us to carry in to '24 and those projects are going to be the two fire stations, the precinct, and Settlers Park. All projects that you know three of them are pretty much done now. So, next year when I report to you we will have spent those dollars in Settlers Park is an ongoing project. The other 11 million we left on the table. We carried all 11 into fiscal '24 to finish and complete the projects on time. So, with that those are capital and, then, this here kind of gives you that summary. Revenues we spent 96 percent of our budget. Personnel 96, operating 57, and capital 74 of what you approved for us to spend for fiscal '23. So, now the question is what did this do to our fund balance? So, if you take all your revenues, minus all your expenses -- and in this particular case the General Fund reduced their fund balance by nine million dollars and that's -- that's fantastic. Again, we knew we are ready to do this. We have been saving before we spend. We knew we were doing two fire stations. We knew we are doing a park. We knew we are doing a precinct. This is exactly what we have been planning for. We have put the money aside, so when it's there we can start reducing and drawing down from it. Again, we do have multiple funds that create what's called the General Fund impact fee and consumed 2.1 million of the fund balance. As planned Community Development generated a profit from their business activities. Capital Improvement funds went down, because we put the money in that account to build fire stations, to build police stations. So, we knew we were drawn down from it, so that's exactly what we wanted. Public Safety Fund. We put some money in there for future vehicles for the public safety agencies. Be it a ladder truck or a police truck or something like that. So, we added some money there. And, then, the General Fund -- just general operations, again, from transferring and spending on that fire station, that's why you see that reduction there. Again, all things we plan for in my opinion. So, with that -- oops. Went too far. I apologize about that. At the end of the day your total governmental fund balance will be 99.5 million dollars. So, we did reduce it by the 9.2 million. At the end of the day you will have a fund balance for the General Fund of 99.5 million dollars and that report will be available to you online on your open.gov dashboard, as we do publish out there your fund balance and different categories there. As soon as we get the audit report next week, then, I will update your open.gov report to match what's in our audit report. So, if you go on there right now it will be still the 102 number, but I will get it updated probably in the next week or two, so it shows the 99.5. So, that is General Fund fiscal year '23 results. I will do the exact same thing for the Enterprise Fund. So, the Enterprise Fund we ended the year with revenues. We spent -- we collected 116 percent of what we thought we would collect. The two largest revenue sources that we have here are water sales and sewer sales. Those are our most important revenue sources in my opinion, because those are ongoing. Those cover our base budgets and that one time in nature and you can see there we ended up with about 102 percent. So, very good to where we want to be. We want to shoot for about two percent variance on property taxes and water sales, sewers -- water sales

and sewer sales. I apologize. So, again, we are happy with that. The assessment revenues -- again, we had some assessor revenues come in higher than we expected. Fiscal '23 you guys posted the highest multi-family permit sales we have ever had. So, we didn't predict that. Again, we are not predicting that for '24 or '25 that you are going to have the highest ever on that. So, again, kind of caught us off guard. So, you will see some one-time development growth revenues outpace our projections. Multi-family was, again, the biggest -- I guess contributed to that revenue source. We just didn't predict the highest number that we have ever had there. So, when we see these development things you will see that we missed the target on those. Let's see where we got the revenue. Again the interest income on that other revenue, we have adjusted our budgets accordingly, but, again, we are doing very strong, very healthy interest income on our investments and that's what the other revenue difference is. APA compliance. '24 will be the last time you see them. '25 falls off the books. So, we will have one more year of reporting that to you. Again -- but we are pretty close to where that one should be. So, those revenues. Expenses we are spending 94.5 percent of our personnel expenses. As you can see the data there. It's pretty amazing. Pretty fantastic. So, again, not to touch too many things on that one, because it's right where we want them to be. Operating expenses. We ended the year spending 84.7 percent. Our average is 81.7. Our largest primary -- or largest value gap is going to be your water department. They left 684,000 dollars on the table. We do -- we are aware of it. It's 300,000 dollars spent on well maintenance repairs, which is, again, not a bad thing. Again, that means you have -- have to worry about repairing them and, then, water meter sales, just didn't sell as many as we thought. Again, not a bad problem, because you have offsetting revenue to those expenses. So, that's your largest dollar gap. Your largest percentage gap was Public Works at 36 percent under spent. They left 451,000 dollars on the table for consulting. Of the 451 they did ask us to carry 343 into this fiscal year. So, we carry the majority of what was unspent. So, not too concerned there. It's just timing issues. So, again, they need more time to continue the project. So, we have more concerns on our operating budgets. That gets us to capital. They spent 36.6 -- 36.7 percent of their capital. Of the 33 million dollars left on the books they did request us to carry 32 million of it. So, you can catch me next year I will say that they spent the 32 million. Just timing. These needed more time to get these projects done. But they did request us to carry 32 of the 33 on the books for next fiscal year. That gets us to fund summary. So, again, revenues, higher than budget by 16 percent. Personnel operating capital all lower than budget. So, again, it's a good problem to have. Again, the expenses were lower than budgeted. Revenues are higher than budgeted. Again, it's a good problem to have. At the end of the day what did this do to the Enterprise Fund balance? Revenues minus expenses, keeping it simple, they added 13.3 million dollars to the fund balance. When you get a report from me you will see that they currently have -- or they will have 110 million dollars in their fund balance. As soon as I get the audit report I will update your open.gov report, so you can see how that is distributed. But, again, they will have 110 million in their available fund balance for us to utilize for future capital needs for the Enterprise Fund. That gets us to impact fees. Our audits are -- I must pull out the impact fees and report the results. So, the revenues for -- for their total they ended up at 153 percent of what we expected. Again, that's that development -- that kind of outpaced what we expected. So, the revenues are higher

than their budget. These are all one time revenues. The revenues are associated to a capital improvement plan and impact the committee that approves this. So, you are not conservative. We have plenty of projects ready to go to spend those available dollars. I do have to report to you by each division. So, the fire department -- again revenues came in at 39 percent higher and they spent 101 percent of what we budgeted. Those are just the fire stations. So, it's exactly what we wanted to happen. So, we will be drawing down some of those funds, because we have been saving up for it. The next department is the Parks Departments and it's 55 percent more with than in revenues. Again, those go into our fund -- impact fee fund balance, which we will use for future park projects. They spent 70 percent of their capital project, which is primarily to the Discovery Park, you know, the -- I think we are at phase three at the moment. So, that's what that's for. And all those dollars get carried forward in the fiscal -- next fiscal year. And, then, the final department we report on is going to be the Police Department. They collected 92 percent more with that and they have spent a majority of their budget and in this fiscal year they completed their precinct project, so that project should be a hundred percent next time I report to you and what that -- what that did -- you know, the summary is 53 percent more revenue. They spent 75 percent of their expenses. They carried all the expenses over from fiscal '23 to '24 to finish the two precinct -- sorry, not the two -- the one precinct and the two fire stations. So, what's the impact to their fund balance? When you take all the revenues minus expenses they reduced their fund balance by 2.1 million, which we expected. Save before you spend. And, again, we have more years ahead of us where we are going to be drawing down that fund balance. So, as a recap we talked about the '23 actuals to budget report card. We presented to you the changes to our fund balances. General Fund we reduced the fund balance. Impact fees we reduced the fund balance. Enterprise Fund we added to the fund balance. So, the question is next time you see me, which will be in May at my next quarterly report, if I -- again, I may just do it as a submission. I may not stand up here. We will talk about population per capita. We will talk about permit sales. Water usage. And there is contract information, just to kind of give you a heads up of what we are working with, because it ties into the budget that we will be presenting to you in the month of June. So, these numbers will kind of feed the backbone to what made our decisions for the June submission to you of your budget. So, with that stand for any questions that you have. Again, the audit report I will get it to as soon as possible. I will just give you the quick ten -- ten thousand foot summary report. The City of Meridian has a clear financial audit. Ninth year in a row. There are no findings on your financial side. We do have three findings on our grant side. We have already resolved them. They will be part of the management letter that you will receive from me and the auditor. They addressed three items within our procurement policy. We have to have certain policy words in there. We just didn't have it, i.e., there is one example we didn't have in there that we are to prioritize the acquisition of reusable goods. That wasn't in our policy, but we put it in there and they found that as a finding. I'm not going to -- I don't think it's my major. So, again, we have made that change. We have already updated the policy. Keith Watts will be presenting to you next month our policy updates, so we can get these and give them to our auditor, go, hey we are good. So, financially fantastic. I have a few administrative grant things that we have to deal with. But they

have been resolved already, so your city does have a clean audit again for -- I think the ninth year in a row. So, again, stand for any questions.

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: That's not something to gloss over. We will talk about it when it shows up. Nine years in a row. That's very impressive. Doesn't happen by chance. Your slide on impact fee revenues, budget to actual, shows the actual, obviously, has a -- has a total much greater than budgeted. Is the source of the excess revenues coming from unanticipated commercial growth or residential growth?

Lavoie: Multi-family.

Borton: What's that?

Lavoie: Multi-family.

Borton: Multi-family?

Lavoie: Yeah. But, again, you did -- it beat all of our projections on -- but that was the biggest one by far, multi-family. And, then, we also had that new rate increase if you guys recall. So, yeah, it was a combination of did we get the numbers right? We missed the target. So, again, we will adjust accordingly going forward. But we had new rates that we increased and, then, we also had fantastic numbers that you guys produced for multi-family.

Borton: Thanks.

Simison: Seeing no further questions, I think it's -- thank you for the update. Much appreciated.

Lavoie: Thank you.

17. Fiscal Year 2024 Budget Amendment in the amount of \$460,500.00 for the E. Idaho Ave, N. Meridian Rd. to NE 6th St. and Sewer Main Replacement Project

Simison: Have a wonderful evening. So, speaking of money, next up is fiscal year 2024 budget amendment in the amount of 460,500 dollars. We will turn this over to Director McVey.

McVey: All right. Thank you, Mayor and Council. So, I'm going to give you a little bit more of an update than we normally do for a budget amendment, but this is a really high profile project downtown and I figured you would like the update on what's going on, so -- but the purpose of our presentation tonight is seeking a budget amendment for 460,500 dollars for our East Idaho water sewer project. So, this project encompasses the replacement and relocation of water and sewer for three residential and two commercial blocks in downtown Meridian. This impacts about almost 40 residential homes and almost 20 businesses. So, this is a really critical project due to the age of the infrastructure in this area. Some of the pipes in our downtown corridor are nearing a hundred years old and some are in very poor condition with the likelihood of failure. The other benefit that we have of relocating the sewer services from the alleyways is improved maintenance and access, as well as improved future redevelopment potential. So, you will see this map here shows our two residential blocks and, essentially, just to summarize, we will be removing sewer mains from the alleys and re-hooking up those businesses and residents into the Main Street and replacing the water main. This is just directly I guess to the east and these would be the residential blocks. So, as you are aware this is a very high profile project that will have significant impacts on the residents and businesses in the area. So, I did want to let you know that we have done extensive outreach, including two open houses. We have done mailings. We have gone individually door to door. And we have also developed a project specific webpage and e-mail list and at the end of this I will include the info of how you can get on that. We have also included several elements into this project to help minimize the impacts, especially in the business blocks. So, this project is going to have phasing in it. You will see on this map here this was provided to the businesses and residents. So, essentially, what it will do is it requires the contractor to bring the road back up to grade and reopen it. It won't necessarily be paved, but it reopens the road before starting on the next section. Normally when we do water, sewer projects the whole road gets closed down. They do it. The whole thing is closed down. We said, nope, we need to get those business blocks back open. So, it includes that phasing. They are required to maintain business access and have alternative parking plans and signs and we have been working with each of the individual business owners to make the actual building plumbing work as minimally invasive as possible. Some of that includes boring under their businesses where there is not basements or crawl spaces, rather than tearing through their slab, which would be really invasive. So, we have done extensive preconstruction investigation work to ensure the soil conditions are what we expect and we will also be doing vibration monitoring through construction to mitigate some of the concerns about the age and the material of the buildings downtown. Another thing that was added to the project -- we worked with ACHD at the request of some of the business owners to have a full width street repaving and grading included in this project and, essentially, what that will do is once this project is done it's repaved, this area should be good for a while, which is kind of the message that we heard from -- from the businesses down there, that people understand that this is going to be an impact. No one's super excited, but they are excited to have it done and have us out of the way. We have been very aware of key important downtown dates, such as Dairy Days and Oktoberfest, and those have been incorporated and considered in the construction schedule. So, it's not to say that we won't have some frustration and inconvenience in

this project. We know we absolutely will. But we have taken some extra effort and included extra items in the project and contract knowing that this is not our average water-sewer project. Just as a side note, I did want you to know that there is likely going to be a couple of weeks of overlap between this project and the Hunter Lateral project. Those are one street apart in the downtown. The Hunter Lateral project does have a hard deadline to finish because of the irrigation season, but there will just be this very short overlap in the beginning where there will be both of those shut down, so -- but as soon as Hunter Lateral is done that street will reopen. So, with that -- oh. This is -- so, we have -- you can either do this QR code or you can go to our website and on it we will post updates of the project and you can also sign up to receive e-mail updates, too. So, anytime that web page is updated you will get an e-mail and we encouraged all of the businesses and residents in that area to get signed up, so that they are most up to date on the information. So, with that we are slightly short on the budget based on the bids that were received. So, we received three bids on this project ranging from 4.23 to 5.8 million and, again, this is an important project for us to get completed due to the age and condition of the infrastructure. So, we with that are requesting the budget amendment to be able to complete the project.

Simison: Thank you, Laurelei. Council, questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Laurelei, who gets to have the pleasure of walking up and down Idaho Street knocking on doors and -- as much as I love the e-mail and the website, some of those residents certainly aren't probably as active. Who -- who did all that?

McVey: It's a great question, Councilman Borton. That was one of our staff engineers Tyson Glock. So, he's received --

Borton: Is he here?

McVey: He is. He has received great feedback from residents and business owners downtown. So, he's -- he's done a lot of extra work on this.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: So, thanks for doing that. When you say great, I'm sure some of it's a little hostile or difficult, just because it's just hard. It's change. So, it probably all wasn't happy. Are there -- are there plans to kind of continue supplementing the -- the website, but they continue to go up and down as you get closer and kind of check in on people and -- maybe that's a little antiquated and old fashioned, but it seems to be maybe the

best way to communicate with some of the folks on Idaho Street. Is there a plan to continue that?

McVey: Yeah. We certainly -- one of the great things, too, is because it's so close --

Borton: Yeah.

McVey: -- it's -- it's a block away and we can easily be down there for any -- any type of issue and communication.

Borton: If -- Mr. Mayor. And, Tyson, if you think on any of those efforts that there is a council member that wants to walk with you and knock on the door and -- give us a heads up and maybe you grab a volunteer and someone will go with you, because that's tough to do. I have talked to quite a few of them. I went to the open house, dropped into that, too. So, I know it's really stressful. But if that helps at all -- the end result is definitely worth it. Give us a heads up.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: To your point, Councilman Borton, I -- I -- it's my district and I had offered to do some door knocking, but I do think it would make some sense with some updates halfway through, things like that. So, maybe we can be door knocking buddies here in the near future. But I do want to commend Laurelei and her staff. I think one of the best parts as I was kind of reviewing this and walking through it was the level of effort to accommodate the business owners, to work with our partner agencies to figure out how to be as least intrusive as possible. So, it's -- it's a good project. I do intend to make a motion to approve it. I do want to make a couple of quick comments, though. I think one thing to be -- and I made this comment a couple of weeks ago. I just -- I think it's worth making again as we look at these projects. You know, in the last month or so we have approved almost 800,000 in budget amendments. A lot of it not entirely -- a lot of it is due to the fact of costs that have gone into engineering, labor, materials and supplies, things that we couldn't really anticipate and couldn't really project what those would be and I made the -- connected in the -- there is just a lot of infrastructure projects going on. So, I think -- you know, if you look at the amount of money, that's equivalent to about half of the three percent we could take each year in budget amendments that we weren't forecasting. So, I think it would behoove the city -- City Council, all the departments, to look at are their capital projects related to infrastructure that could wait a year or two until we see the market maybe come back more in line with what would be normal. It feels a little abnormal right now with all the money spent on infrastructure with -- especially in the water -- wastewater and drinking water. The state of Idaho has since spent hundreds of millions of dollars that were given to us by the federal government. States all around us are all competing for the same rare resources. So, I think as we look at this next year I think it would behoove us to look at -- is there a project or two that could wait a year, so that we can see that -- that come. Because,

again, we are talking almost 800,000 dollars in budget amendments that we are approving and they are needed, right? I'm not arguing that at all. I think they are necessary. It's -- it's what's needed to be done and it's no reflection on any of the procurement efforts at all. It's just a market that is a little bit distorted from what we know. So, I think that would be something for us to be mindful of this next year and Laurelei and I have talked a little bit about that and we will continue to talk about some of the projects in Public Works that maybe make some sense to look at that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Laurelei, a couple of comments and, then, a couple of questions and just want to echo the proactive multi-faceted public communication approach. I just applaud you and hope that we continue to do that with all Public Works projects. To Council Member Borton's point, some people love the computer, some people hate the computer, some people love face to face, other people avoid face to face. So, I appreciate we are trying to meet people where they are. Questions are -- we talk about impacts; right? This is kind of a lot of antiquated, old, expired infrastructure that we are working around. For a resident, for a business, we are talking about down time in terms of being able to access those services. Is it -- I know it's not the case of we are going to turn off water here and, then, turn it right back on with our new system, but how are we communicating to the public what their absence of service is going to be and what are you guys kind of shooting for for benchmarks?

McVey: Great question, Councilman Cavener. So, once we get the contractor under contract they will start working directly with each of the businesses and residents to figure out a time that works best. So, essentially, what they will do is they will run the new services up to as close as they can to make the connection and, then, you know, especially on the businesses there might be a time of the day or a day of the week that the switchover is less impactful and so we will try to do that. But, you know, we would hope to be able to make those switches in, you know, less than half a day what -- of actually service being out. So, they will try to do as much work in tandem before. So, it's not days that people will be without service.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I appreciate that sometimes there is a -- government says this is how we are going to do things, plan ahead and, again, credit to you and your department, we are calling on our residents or businesses saying give us a flavor for what works for you and let's see if we can try and accommodate that. So, I appreciate that. I just -- my other question is a lot of expired infrastructure that we are abandoning does that pose any risk for future work that we are just kind of leaving a lot of old pipe in the ground, any operational concerns or environmental concerns that we need to be aware of?

McVey: Councilman Cavener, I don't believe so. Depending on the size of a pipe, sometimes when we abandon it we do have to fill it in. I don't think that's the case with -- with these. I stand corrected, so -- but with this one they would just be abandoned in place.

Cavener: Thank you. Appreciate -- appreciate you and your team's great work on this.

Simison: Maybe some of the bigger issues will be if we find abandoned tunnels from prohibition in this area. How do we address those? Another budget amendment, but --

McVey: That -- that is one of the unknowns when you get into the old downtown you find some surprises.

Simison: Council, any additional questions or comments? Then do I have a motion? .

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I move that we approve the fiscal year 2024 budget amendment in the amount of 460,500 dollars for the East Idaho sewer main replacement project.

Cavener: Second.

Simison: Have a motion and a second to approve Item 17, budget amendment in the amount of 460,500. Is there any discussion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

18. Approval of Construction Contract to Cougar Excavation, Inc. for the E. Idaho Water & Sewer Main Replacements – Meridian Rd. to NE 6th St. project for the Not-To-Exceed amount of \$4,230,432.69

Simison: Next item up is Item 18, which was approval of the construction contract.

McVey: I should have stayed up here. So, this is the construction contract with Cougar for this project.

Simison: Council, any discussion? If not, do I have a motion?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I move that we approve the construction contract to Cougar Excavation for the East Idaho water and sewer main replacement project for the not to exceed amount of \$4,230,432.69.

Cavener: Second.

Simison: Have a motion and a second to approve Item 18. Is there discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

19. 2024 Roadway, Intersection and Community Program Prioritization

Simison: All right. Next item up is Item 19, which is our 2024 roadway intersection community program privatization. Turn this over to Mr. Hood.

Hood: Mr. Mayor, Members of Council, I'm back and I have some information to share with you. Thank you to Chris for handing out the updated priorities list. I will touch on that in just a second. So, since I was before you last week the Meridian Transportation Commission did have a meeting. That was yesterday. Appreciate Councilman Overton attending, hearing that discussion. So, please, feel free to fill in any gaps that I may leave out here. It's been a little fast and furious for the last 24 hours, but I think with some help from Heather, what you see before you is the updated consolidated -- consolidated unified list with all of our projects for roadways and intersections, all the first 62 -- 63 and, then, committee programs right behind that. I will spend a little bit more time on the -- on that spreadsheet in a minute. I know everyone wants to see that and you certainly can look at it. I do want to run through some maps and some graphics, though, first to give you a little more context and some background information to also fill in some of the direction I was given last week. So, I'm trying to pull those up and, then, again, I will run through the copies of the spreadsheet and I will touch on some of the other things that you -- that we had a discussion about last week that you asked me to -- to gather some more information on, so -- and, then, finally, for today -- I'm already on the draft agenda for next week, so I'm hopeful that today we can kind of get through the list potentially. Historically we also put a cover letter on this. So, I would like to talk, if there is time permitting today, on some of those things that you are hopeful that we can put in our cover letter to ACHD, so -- but I think I want to -- let's start with the priorities first and so staff did -- like I just mentioned, presented the draft lists to the Transportation Commission again yesterday and tried to summarize the meeting I had with Council on the 27th during the workshop -- February 27th during the workshop. So, one of the first things we talked about was their approach as far as corridor improvements go with the two lists and how our corridor improvements are considered, so I believe that was Councilman Strader that largely asked that question, but I did pose it to them. Excuse me. In the past it seemed like corridors were maybe valued more.

So, the first -- the first -- and I appreciate Kristy Inselman being here today, too. She was actually at the Transportation Commission yesterday. So, very helpful to, again, fill in any things that I forget, so -- but she also sent to me -- and this is where I'm going to start to share there -- one of the questions Council has was how do you -- not only the Transportation Commission consider priority corridors, but what's the status of ACHD. So, this map does, then, show the priority corridors as designated by the Ada County Highway District Board of Commissioners. So, you can see for Cherry, sections that. Ustick. Ten Mile Road. Victory. Locust Grove. So, yes, priorities still are a thing. Priority corridors are a thing at ACHD. Regarding the Transportation Commission, though, and how they considered them, they didn't consider them very much this year for the fact they didn't really move projects around than they considered last year. So, that's essentially what they told me to tell you is we didn't really move any projects around from where we did this last year and considered what our priority corridors are. So, we are aware of them, but we didn't really gauge what we were doing with the list against them this year, because they weren't reinventing the wheel. That's -- that's largely what I heard them say. Not -- not verbatim, in other words, but that's -- that's the feedback I got. To put a finer point on the ACHD side of priority corridors, when a project is on one of these intersections or mile segments it gets a bonus five points. So, it does matter to be a priority corridor at ACHD, but in the -- in the scheme of things you get the five percent for those types of projects and to put that in -- in perspective a little bit, our list of priority projects are considered 15 percent of that pool of a hundred -- hundred percentage points. So, it's important, but it's not the most important component. Not like congestion or -- or being a priority corridor -- or an agency support corridor. So, sort of related. You also asked last week if -- if -- and that's the preposition to this -- if we can't have both, did, can or should the city consider prioritizing a north-south arterial, i.e., Meridian or Locust Grove? So, I posed that question to them and they did concur that Meridian made more sense to be a priority corridor than Locust Grove for the primary reason of it being an interchange at I-84, recognizing that it essentially terminates at Chinden. It does feed the neighborhoods to the north, but doesn't go across down the rim and over across the river. But it does continue certainly further the south of Kuna and is a major arterial that way. So, it made sense as being, you know -- again, if pitted against each other Meridian Road made sense as a higher priority for the city than Locust Grove. If we can't have both of them right away, do Meridian first. So, that was the answer to that question and I will say to feel free to jump in at any time if this summary is not adequate, you want to talk more about it, I can try, but I'm relaying what I heard anyways. And, then, Black Cat and the railroad tracks, I think the spreadsheet -- I'm going to leave that one to put a pin in that, but we did talk about that a little bit yesterday. I got some more insight into that one that I will share with you. And, then, the McMillan intersections are also I think best covered as I walk you through the spreadsheet. Just one more map that I want to share I think before we jump into the spreadsheet. Real quick this one I think helps a little bit, too, and this kind of comes full circle. The disclaimer with this -- this is a draft. It says it over on the right-hand side. So, Kristy actually hasn't even talked to the ACHD commission about this. On the 20th of this month. So, a couple of weeks in the workshop. But this I thought was important to show you some of the feedback and the discussion you had with the ACHD commission on January 29th during the joint meeting. So, you see here the

purple -- scroll over there real quick. The purple is preserving a roadway up to a hundred feet -- a hundred feet right of way can accommodate a five lane roadway. So, in years past currently adopted McMillan is not purple, it is green. So, this is, again, draft, not adopted, not official, but some of the feedback given is already being considered at ACHD and remember that as we talk about the intersections on McMillan, because some of these things haven't been adopted and the dominoes -- the first domino hasn't fallen over officially yet. Some of what the Transportation Commission said, hey, let's talk about this next year and see how this pans out with master street map changes, with CIP changes and, then, we will prioritize -- oh, I just -- that was supposed to be the punch line and I just ruined it. We are at the end of the list. They are on there, but throughout the end. You can move them around if you want, but that's what the Transportation Commission wanted to do is wait for this process to play out at ACHD and, then, next year consider maybe different homes or rankings for the intersections along with McMillan. But, I won't dwell on this. I do have some feedback for Kristy, so we will talk about some things. For example, this has Fairview being planned for seven lanes west of Meridian Road and I think that may be problematic. So, I want to have some of those conversations and vet that through the Transportation Commission. That's actually on their agenda for next month. So, in April. So, some iterations of this I think will be forthcoming, but I wanted to flash this in front of you real quick again just to show some progress. McMillan was the headliner, but even some sections of Locust Grove that we talked about now are at least draft shown as being five lane. Same with Meridian and like, so -- I do appreciate ACHD considering that thus far. And then -- this is getting in the way. Sorry. Let me just go to the spreadsheet then. All right. Again, this is very recent. There may still be a few -- some typos. I will definitely clean it up, look at it a time or two before we send it to ACHD. In fact, with that I will -- I'm going to remove these three columns I'm hovering over from '23 -- actually, '20 -- this '24 one will go away and there will be two lists. I envision giving ACHD what they have asked us for. I think we can do this. I'm giving you what you asked for, I believe, in the 2022 overall ranking, but I will split that apart and you can kind of see what that looks like and we will send it to ACHD with programmed and not programmed list. So, unless there is any questions, I think I'm going to run through this and, again, I have some things just to call to your attention. It's largely what you saw in two lists last week, but it -- again, it's been combined and it's -- 2023 was sort of used as the foundation. Again, shout out to Heather, she -- she helped put this back together. So I'm going to try to get this all on one sheet. Read the notes. Okay. I didn't have anything to call out until we get to numbers 11 and 12. So, those ones were inadvertently flip flopped with some other projects. So, McMillan should have showed up last week as higher. It should -- they should have been one, two on our not programmed, instead of 5, 6 -- 6, 7. So, somehow it got in front of all these Cherry, Fairview Lane projects -- or Fairview Avenue, Cherry Lane projects. So, not necessarily a change if you look at our 2023 ranks, though. McMillan was higher than -- than Cherry-Fairview, but somehow it got -- they got flipped or leapfrog inadvertently. So, the Transportation Commission does believe what you see in this order is the correct order. So, overall these two mile segments of McMillan would be 11 and 12. Next one I want to highlight is 18 and this is where we will talk about Black Cat, Franklin to Cherry. So, discussions about this one -- and, again, some of the conversation previously from the Transportation Commission.

scoring prioritization committee and the -- their full -- full body was to not have any throwaway costs or interim improvements. Not sure how that would work even with the railroad and -- and without getting in it today -- and I know this was part of the question for Councilman Cavener and I think we can have that all. I'm still in the mode of learning and understanding. It's very convoluted. There was a -- if you want -- so, maybe I will just pause right there. A quick aside. I did mention when I sent the packet out for the transportation commissioners to watch your meeting last week, I would encourage you to maybe watch their meeting from yesterday. So, particularly as it pertains to the railroad, ITD, ACHD and everybody doing this. So, that's long story short, we will figure it out. We will get there. There have been meetings. It is moving forward, but no one really wants to take it. So, we will ground truth out a little bit more. Part of the conversation, though, yesterday was -- in more particularly was, you know, maybe getting something done sooner rather than waiting to how long it's going to take and I -- and I will take this -- you know, seriously I don't think he actually has what -- to what level of analysis, but Stephen Lewis, I will call him out, he does this type of thing for a living. So, when he says it would be approximately 400,000 dollars, I tend to say he is probably in the right ballpark. Again, I don't know, but that's what he said yesterday. He is like that's one of the reasons I didn't support having an interim thing here. It really just needs to be done once and right and you can't reuse a lot of the pieces and parts. It's going to largely be throw away. The arms, everything pulled -- everything's got to be redone. So, again, at the end of the day they said we like where this is at and sort of justified in their minds why they weren't proposing to you to have something higher on a community programs list, just for Black Cat near Compass Charter School. So, that is -- some of the description says, you know, an interim help could be some improvements, but that's not necessarily the requested. It's the widen Black Cat the entire mile. So, still in our project description that there is a need there and if they could do something to make it better and, then, we are not going to turn that away, but what we are really asking for is full blown Black Cat, including the railroad crossing. I can pause or keep going if you want to talk about that. I will keep -- keep going and we will come back to it. So, a couple more just to call to your attention. I think on this one -- so, this one was actually one that Council discussed throughout the last 12 months or so. I don't remember exactly what month it was. We did have a project -- Brighton, St. Al's or St. Luke's -- I can't remember now. At Venable and Ustick by Settlers Park -- had a project and now that -- that intersection there at the convenience store and some of those other services was talked needing a signal. So, this one is new this year and it's scored pretty well; right? Thirty-one overall. That's -- that's pretty good for a newcomer to the list. So, I just want to call that one out, that this is one of the few -- aside from the four intersections on McMillan new to our list this year and, then, 32, just to call this one out. So, Fairview Avenue corridor moved down to -- this is the very last project on our programed list. So, this is kind of where -- everything below this is now an unprogramed -- not programed side of the world. So -- I think I had something else to -- oh. I should have -- I'm going to jump back up to the top real quick. So, Heather came up with this to just sort of orient you just at a glance, right, with the -- with the shading of the cells. So, anything in green moved up from priority. This lighter shade of green moved up in priority, but it's still not programed; right? It's on -- it's going up, but it's still not -- doesn't have any dollars or effort really assigned to it yet at ACHD.

Yellow has moved up in priority and, then, red, which we didn't have a pink -- moved down in priority, which there isn't a whole lot of red. Some of this -- when your number two project gets constructed everything moves up. So, there is a lot of green, because everything -- just not been anything radically advanced, it just filled the gaps left by your number two project being done and, then, not too far down the road our number 14 project, which was associated with number two, also got completed. So, a lot of these projects are jumping two spots, right, because the two ahead of it are done, so -- but, again, year over not a whole lot of change. If you look side by side at what's going on here in the first column and the fourth column, not a whole lot of change. But that's how you can kind of compare where something was last year versus this year in one unified list, so -- okay. So, I left off here. I don't know that I have too much more. This is where I will pause. Again I kind of spilled the beans earlier. These are the four new -- Councilman Taylor, I appreciate you bringing that up. I have had a conversation, too, with -- Councilman Overton is my liaison, so I talk with him more than any other council member. We also briefly talked about some of these intersections and if it makes sense to have -- if we just kept a roadway on wouldn't ACHD do the intersection? They would figure that out, but it still makes sense to have that listed as a project; right? You got to do both. You can't just do the road or can't just do the intersection, you want to have both. So, my -- I think it's good to have them on the list. I prodded somewhat -- encouraged them to find homes for this yesterday and they said let's wait. We hear you, but let's -- we will put them on the list, but let's not knee jerk here and start putting things in order -- almost to the question of what do you do with priority corridors? They didn't want to sort of get out of and leapfrog something else. I'm like, yeah, you know what, that was a priority and what did we just do by moving it up there. So, again, your prerogative. If Council wants to move this around you can, but that was some of the thought process they had yesterday. And, then, we are into the community programs side of the world. Most of the changes you see here are, again, mainly from just segments of projects being combined. There were some -- there was some movement amongst some of these projects. I didn't have too many of them. Any of them are really listed to highlight for you. You can read some of the status updates here. Largely the same. No big movers and shakers necessarily on this list. There is our Ustick-Venable. This one was listed as just a pedestrian crossing and we took that out and said, no, it needs to be a full signal pedestrian crossing, not -- and there is one at 3rd or 4th Street there as you saw right before you get to Meridian. There is actually one between Venable and Meridian, a pedestrian only crossing, and needs to be a full signal. Duplicate request. So, just going to double check my notes to make sure I covered everything. CIP. Priority corridors. Yeah. Mr. Mayor, I believe that is mainly what I wanted to share -- report out to you. Again, I plan on being back here next week. So, I'm going to take this, sleep on it. I will take feedback now. I have -- I will have conversations now.

Simison: Councilman Overton, you are recognized.

Overton: Mr. Mayor, thank you and thank you, Caleb. I appreciate being invited to and being able to attend the Transportation Commission meeting yesterday. It was eye opening to see the depth that they take on all of this. I really need to give just a little

historical background and Caleb was nice to mention it to the Commission yesterday, but I was one of the first people assigned to the traffic safety committee back in the days when we first started that whole idea. When we were looking at these five year plans -- one of the first things everybody needs to understand is take the number five out, because that's a misnomer when you say it's a five year plan, because when these things are on the programed list you will see a lot of them that can be anywhere from that one year to actually up to seven years and sometimes you will see them marked as future and future means they are not even there. So, it's beyond seven years. And these almost become sometimes legacy projects where they have been on for long amounts of time and I will finish with a couple of those legacy projects that we are working on now. So, it's hard to understand when you look at this that it's really not five years and here we go. One of the things that caused a little bit of confusion -- and I was so glad to talk to Kristy for a little bit yesterday -- was the idea of the five lane preservation of right of way and that shouldn't be confused with we are going to build that to five lanes now, because that's what got us into the discussion on are we going to need those intersections rebuilt. If the build now is a three lane road and the intersection doesn't have to be rebuilt, but we want to preserve five lanes for the future, we have it and if we don't preserve them all we may never have them if we go to build those to a five lane road. I have a question for Caleb, because I remember sitting on a committee with Caleb and Brian back in 2018, 2019, when we were redoing the comp plan and we were -- we were adjusting our roadways based on density of development and it was a brilliant idea at the time and I asked them -- I says we are not really doing that now, why are we? And the philosophy changed and the only way I can explain this is you have to think about a bicycle wheel and Meridian's the center and the cities around us are the end of those spokes. Because everything seems to come through our city. All the cities feed into Meridian. It's doesn't matter which one we are talking about and once you really understand that you understand why some of these roads that were initially only going to be built out to three lanes, we are now having to look at five lanes. I will go -- I got to give you this, because in 2005 the City Council at the time put together the list, so you know what was on the list in 2005 -- we are talking 19 years ago -- the Linder Road overpass, State Highway 16 extension, and East 3rd from Carleton to Fairview. Nineteen years they have sat on that list, but for various reasons we are seeing them built now. They stay on. Things happen, things change, other priorities come into play. Sometimes it's about money. Some of these are extremely expensive and grant opportunities and cooperating agreements between ITD and ACHD come together. With the item that we talked about multiple times -- last year and this year, which was Black Cat, Franklin to Cherry Lane, it's got a nasty sticking point, which is the railroad crossing. That sticking point came out -- and I will say what Caleb hasn't really said -- there was a determination to be made on whose responsibility this is and in reality it's going to have to be ACHD, ITD, Union Pacific and us to sit down and get this done. One of the members of the Transportation Commission was very astute at pulling out the state code that says ITD is responsible for all crossings of railroads, but it's an ACHD road and that's a Union Pacific railroad track. So, the three of them are married at the hip and by I think April 1st, the next meeting, they are supposed to have -- ITD and ACHD are supposed to have some sort of a working solution on where we go from here to get a path forward on just that aspect, because as we all look at this, the only

way to do this right and for the least amount of money is to do the entire segment with that piece included. So, I think that makes sense. But it has a special problem that we have got to resolve and get worked into this. The discussion was made about priority corridors and I thought it was interesting, because I had a piece of information sitting in the meeting that most people didn't have. When the commission picked Meridian Road and said that they believe that should be our main corridor, I was pretty happy, because what a lot of people don't know it was just presented at the Compass board meeting this last month is the city of Kuna has just done a Meridian Road extension corridor study of taking Meridian Road all the way out to Kings Road, crossing the creek, crossing the railroad tracks and continuing it south, rebuilding the entire intersection at the end, which would open that entire area up for development, which would do what? Put an awful lot more traffic on Meridian Road coming our way. So, when we look at all these projects and how they affect us, we can't miss the fact that we are affected by all the communities around us. I like the list. I appreciate the fact that they put it on one. I have always been used to looking at one, not looking at a split set. So, this was -- this was much easier for me to understand. It made more sense. There is a lot of confusion and frustration with this, but I think a lot of the frustration and confusion is going to continue to increase as we have -- we are building more and more projects with a limited budget to start knocking them off and until there is some other type of a funding solution or additional funding that can be found, I think we are going to continue to have frustration as we look for how do we get all these done across the city. But I appreciate what they have done. I won't be here next week and I want to make it known tonight I approve of this as it's drafted now. It makes more sense to me. I understand it. I support what they have been doing. I think the Transportation Commission has done a fantastic job and just wanted to make sure I had a chance to say that this week.

Simison: Thank you, Council. Council, additional questions, comments or -- you -- would you like to sit on it or are you happy with it and look forward to transmitting to ACHD?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: If I recall correctly I think last week we had kind of said we wanted it this week and next week. So, I don't see any reason why we would want to deviate from that, unless there is a compelling reason. I know we have got a -- kind of an arbitrary clock, but a clock that we want to meet. So, I'm supportive of leaving it on our agenda for next week.

Simison: Okay.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Thank you. And, Caleb, I really appreciate the insight here. Last week I was a little confused on where things were, probably because I'm new, but this is good to see. I appreciate some of the new additions, including the intersections. I think the transportation corridor discussion is good and, Councilman Overton, appreciate your -- your filling in the gaps and I think that all makes a lot of sense and I also feel like a great appreciation for the Transportation Commission, for all the good work that they do and the amount of effort they put into their thoughts on that. I like all the additions to it here. Even some of the small details. I think it makes a lot of sense. So, I just want to express my appreciation to you for your good work.

Simison: All right. So, Council, I will leave it to you -- next week it will be you bringing forward any changes or recommendations or making motions. Staff will be there for questions, but there will be no presentation or expectation. So, that will be the intention for next week. If you do have any -- need additional information, then, come in off week, please, so that we don't have any delays next week.

Hood: So, if I can just highlight that. We do have March 15th deadline. So, you have one meeting next week we have to -- it has to be done, so -- not my deadline. She's the bad guy. But -- no. Just a reminder.

Simison: All right. Thank you all. Heather, thank you for your work putting this in. Getting your feet wet in week one, so appreciate that.

EXECUTIVE SESSION per Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Simison: So, with that, Council, we have reached the end of our agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I move we go into Executive Session pursuant to Idaho State Code 74-206(1)(f).

Cavener: Second.

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

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

EXECUTIVE SESSION: (5:35 p.m. to 6:05 p.m.)

Simison: Council, do I have a motion?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move we come out of Executive Session.

Overton: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move that we adjourn.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 6:05 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 March 5, 2024 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:05 p.m. Tuesday, March 5, 2023, by Mayor Robert Simison.

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

Members Absent: Liz Strader.

Others Present: Chris Johnson, Bill Nary, Sonya Allen, Berle Stokes and Dean Willis.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is March 5th, 2024, at 6:05 p.m. We will begin tonight's regular City Council meeting agenda with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Next up is our community invocation, which will be delivered by Pastor Connelly with StoneHill Church, if you would all, please, join us in the community invocation or take this as a moment of silence and reflection.

Connelly: Thank you, guys. Lord, we are grateful to come together tonight in just the opportunity to meet in this amazing city in this place that you have allowed us to live in and we are so grateful for that and pray you provide for each one of us, Lord. We just are thankful for the country we live in, Lord. Just the freedoms that we have. I think so often we take it for granted. We forget about what we have and so we are -- thank you for that. We thank you for this amazing and beautiful state of Idaho we live in and we are grateful for that as well and, then, finally, we are also thankful for this city -- this amazing city of Meridian with so many -- so many things, Lord, here in the city, we are -- we are very thankful and grateful for and -- and our Lord tonight as we -- as we meet and -- as the City Council, the city, as they meet about these topics, Lord, we pray that

you would just be with them. We are thankful for our leaders and our Mayor, our City Council, the city staff and so many people that give up their time and they give up their -- their talents and they serve, Lord, and we are grateful for that. They -- they do so much, oftentimes without thankfulness and gratitude and I just pray that they would know how much they are appreciated -- appreciated and we pray that you would just bless them for their work in just serving our city, Lord. I pray tonight for our city residents as well, Lord, and I ask that we as a city and as residents that we would really step -- step up as well and we would serve and we would not take this place for granted, but, Lord, we would do our part in making the city what it is and what it needs to be as it continues to just be a great place to live. I pray for tonight's discussions, Lord, as you -- as you are about and as the -- the Council and -- and the leaders tonight, Lord, as they talk about these different topics, pray that you would grant them wisdom, that you would grant them guidance, that you give them clarity. Help their decision making process tonight, Lord, to be what it needs to be and, Lord, they would be able to get things done, that ultimately would just be benefiting to the city and, again, we are grateful for you. We thank you for -- for Meridian and we are so appreciative of all that you have done, in Jesus' name, amen.

ADOPTION OF AGENDA

Simison: Thank you. Next up is adoption of the agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Do you want to leave the executive on there? We will remove the Executive Session that's listed here and with that edit I move that we adopt the agenda.

Cavener: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, do we have anyone signed up under future meeting topics?

Johnson: Mr. Mayor, Steve Galvagno.

Simison: Good evening. You are recognized for three minutes.

Galvagno: Thank you. I'm Steve Galvagno. 2645 East Brace Drive, Meridian, and I just -- I'm not representing my community -- inasmuch as I'm representing their desires, but I'm not their representative. So, if you get mad at me don't hold it against them. An age discriminating area as defined by Webster or Wikipedia or whatever is 55. We bought our homes in East Ridge thinking that that was, in fact, the case with East Ridge Village. I was informed this afternoon after six months of asking and sending e-mails that that was no longer the case, that the city cannot or will not enforce the -- that caught us. We have e-mails going back. We have council meetings. We have development agreements. And, then, we have the intent where individual council members and staff have referenced that it's an over 55 community. Now, the developers decided that they are going to sell it to -- that they are unilaterally removing that age restriction. I would ask that before a final decision is made to not pursue them, that, congratulations, I guess you are my new council member and Council Woman Strader, she was very helpful, as was -- I disagree with him, but Mr. Nary has been helpful -- that I would like to have a meeting -- I can say this on this behalf of our community, we would request a meeting with members of the community, you, the administrator and anyone else that the Council feels should attend that meeting, because this is just flat out wrong. People spent a whole lot of money and we got clarification after clarification after clarification that what was going in above us, behind us, in a very small area, R-15, was going to be an over 55 community. That's it. I have asked if you could do that and get back to me about the feasibility of that. That -- that ends my comments. Thank you.

Simison: Yes to reply to what you need.

Little Roberts: Sorry. We are sharing a mic here. So -- so, if you and I could maybe talk offline and get some things figured out, so we are not doing it through the whole Council here, because --

Simison: And Mr. Nary has all their contact information.

Nary: The methodology in a timely manner, getting a hold of you guys, in fairness to you guys, that's why I just said, well, heck, we are having a council meeting tonight.

Galvagno: Thank you.

RESOLUTIONS [Action Item]

- 1. Resolution No. 24-2442: A Resolution Establishing the Appointment of Bridget King to Seat 2 of the Meridian Arts Commission; and Providing an Effective Date**

Simison: Okay. All right. Thank you very much. So, Council, with that we will move on to Item 1, which is Resolution 24-2442 and approving the appointment of Bridget King to the Meridian Arts Commission. I did sit down with our new chair, as well as applicants for the Arts Commission, and felt like Ms. King was the appropriate person to fulfill that

new role on the commission. She's a teacher. Teaches art. And, you know, having that connection to West Ada is actually, you know, in community that's focused on family and the Arts Commission is always looking at how do you best engage, you know, that -- that was a nice complement to add. It's not the reason why, but it was a great thing. She is -- she is a teacher who appreciates all sides of the arts conversation. She's not an artist by trade, but by profession and even that profession is one that is -- that she kind of found her way into from parents who are both artists -- that's how she chose to make her living, but she definitely appreciates the arts in a full-time capacity in that context. She's more of a western contributor in the process. She kind of understands that and she -- she really likes the public art components, but she also understands, you know, people that are new to the community, like the very first thing we installed was right over here at the Under the Stars and Dreaming I believe is what it's called and it's like what is that, you know, that the new community doesn't necessarily know or has been involved or whatnot and kind of brought a fresh perspective to how do we engage our community in our public art and are there other things we need to do to make that happen. I pointed out to -- when it first got installed how people used to go put their head through the center and get pictures. It's like, well, that would be cool to bring that back. You know, kind of those -- I guess just a very different aspect, but I think she will be a great addition to the Arts Commission and so, therefore, I asked for your approval of this resolution.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor, it sounds like a great addition. So, with that I would like to move that we adapt -- we accept your recommendation and adopt Resolution 24-2442 and establish the appointment of Bridget King to Seat 2 of the Meridian Arts Commission.

Cavener: Second.

Simison: Have a motion and a second to approve Resolution No. 24-2442. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it and the resolution is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

ACTION ITEMS

- 2. Public Hearing continued from February 20, 2024 for Pathways (H-2023-0061) by Mussell Construction, Inc., located at 965 E. Ustick Rd.**
 - A. Request: Annexation of 1.11 acres of land with an L-O zoning district.

- B. Request: Conditional Use Permit for an education institution that takes access from an arterial street without a safe, separate pedestrian and bikeway access between the neighborhood and the school site.

Simison: With that we will move on to Item 2, which is a public hearing continued from February 20, 2024, for Pathways, H-2023-0061. We will continue this public hearing with any comments from staff.

Allen: Thank you, Mr. Mayor, Members of the City Council. The applicant is requesting continuance of this application again to the March 12th hearing in order to allow additional time for ACHD to finalize their report. ACHD has completed the review of the TIS and the queueing addendum and started the report that is -- it is not complete yet. The applicant is online if you would like to direct any questions this way.

Simison: Okay. Thank you. Counsel, would you like to hear from the applicant or would you like staff to weigh in on why maybe this item -- the information from ACHD might be very valuable for consideration based on this application? Go ahead.

Allen: Yes. Mr. Mayor, Council, it is a state code requirement that they submit the traffic information, the TIS to ACHD for their review and in a response from them. So, that is something that's necessary that we get before you hear the application.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: So, I think we would want to be supportive of the continuance, but it's also not lost on me there is a handful of people that are here in the audience. Been reading the minutes. Have been to a handful of Planning and Zoning Commission meetings and so I guess maybe I would be looking just for a -- some nodding of heads if that March 12. proposed date would work for our residents that are in the audience tonight.

Simison: And maybe a secondary question, based on the conversation with ACHD, do we think ACHD can provide the document that's -- we are talking next week.

Allen: Yeah. Mr. Mayor, I did direct a question to them as to when they estimated that they would have their report finished. I did not get a reply. My report is technically due to the -- due to the City Council and the Clerk today for next Council's meeting next Tuesday. So, if ACHD is able to submit the report it would -- it would be separate from the staff report and I don't know when that would be. We do not have a meeting on the 19th, so the next available hearing would be the 26th and we already have quite a few applications on that night as well. So, that's what we are looking at.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Continuance is an option, but we also very well could hear your presentation, hear from the applicant, we have got the public here, if it necessitates a continuance after that it can be for the limited purpose of receipt of an ACHD staff report and -- and public testimony on that particular narrow issue. Maybe we could -- we could do that. It seems that since we have everyone here -- I mean it's a relatively small project in traffic numbers. Kind of anticipate what we might get. So, I'm comfortable doing that if Council is. The public is here. I mean unless they are going to gesture they would rather come back in three weeks again, but we are sensitive to that and Councilman Cavener brings up a good point, so --

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Is there any reason we couldn't hear testimony and presentation and consideration and, then, if we had to delay the vote until we received that TIS that we could do that? I think it's important. This is like multiple times they have been here. I think it would be nice to hear their input, feedback, take some notes and, then, if we do need to wait a few weeks to get that I would be supportive of that.

Simison: In that context would you prefer not to hear any comments -- conversations about traffic-related issues, just all non-traffic related issues? I'm just curious. What parameters you want to put on the conversation without the appropriate information?

Borton: Mr. Mayor, I would say no parameters, just -- let's just hear the application. We don't have a staff report. If we find that to be a painfully difficult omission, we will continue it to receive that information and the public can comment on that when it comes in, but let's -- let's roll with what we got and see what this is saying.

Simison: I assume the applicant was okay with this? Were they aware this was an option? Need to continue it for any reason?

Allen: You could ask the applicant if he is ready to present tonight.

Mussell: Yes, we can. I'm perfectly happy to present tonight. I am ready to do so.

Simison: Okay. All right. Then with that we will move on to comments from staff on the application.

Allen: All right. Thank you, Mr. Mayor, Members of the Council. The application requests tonight are an annexation and zoning and a conditional use permit. The site consists of .9 of an acre of land. It's zoned R-1 in Ada county and is located at 965 East Ustick Road. There have been no previous development applications on this site. The Comprehensive Plan future land use map designation is medium density residential.

The applicant is requesting annexation of 1.11 acres of land and that land goes to the section line of Ustick Road. They are requesting an L-O zoning district in order to redevelop the site with a public education institution use. There is an existing 2,250 square foot single family dwelling on this site, which is proposed to be enlarged to 8,000 square feet and converted to a charter school. As noted the property is designated medium density residential on the future land use map, which typically only allows residential uses. However, the Comprehensive Plan does allow requests for office uses, i.e., L-O zoning, at the discretion of City Council if the property only has frontage on an arterial street or a section line road and is two acres or less in size. The property meets this criteria. Although the requested use is an office, education institutions are an allowed use in the L-O zoning district and staff deems this use is similar in terms of intensity of use and impacts to adjacent properties. City Council should determine if the proposed use and zoning is appropriate for this site. A conditional use permit is also requested for a public education institution that takes access from an arterial street, that's Ustick Road, without a safe, separate pedestrian and bike way access between the neighborhood and the school site as required by the specific use standards for such. The proposed charter school will serve high school aged students and educate students in small groups of -- of one to one support sessions, which should be low impact on adjacent residential uses. The applicant states that the school features a very low student-to-teacher ratio and no extracurricular or outdoor activities. Approximately 30 students will be there at one time, with a maximum capacity of 40 students. Student appointments are normally one to one and a half hours in length and occur twice per week. The hours of operation of the school will be from 8:00 a.m. to 4:00 p.m., year around, closed on Saturdays and Sundays. A revised site plan was submitted as shown that depicts the existing structure and expansion, area along with associated parking, drives and pedestrian walkways. A one way driveway is proposed to better facilitate traffic flow through the site and provides a safe drop-off area for students with cueing that shouldn't impact traffic on Ustick Road. Vehicles entering the site will use the east driveway and leave via the west driveway. There is queuing for approximately 18 vehicles on the site and a dedicated drop-off area on the west side of the building. Based on the square footage of the building a minimum of 20 off-street parking spaces are required. Thirty-eight are proposed, exceeding the minimum standard by 18 spaces. A drive is proposed to the abutting property to the east for future interconnectivity if that property redevelops with a nonresidential use in the future. A focused traffic study that includes a public school checklist was submitted to ACHD for the proposed development as required by Idaho State Statute 67-6519. Since that time revisions have been made to the site plan for better internal circulation, queueing and student drop off. As I mentioned previously, ACHD has completed their review of the TIS and queuing addendum, but has not yet completed their report. A 25 foot wide landscape street buffer is proposed along Ustick Road in accord with UDC standards. A 20 foot wide buffer to residential uses is required in the L-O zoning district. Residential uses abut this site on three sides. A 20 foot wide buffer is -- as required is proposed along the southern boundary of the site. The applicant is requesting Council approval of a modified buffer width of six foot eight inches, the narrowest point, along the east boundary and eight foot ten inches at its narrow -- narrowest point along the west boundary with an allowance for vehicle overhang as depicted on this landscape plan.

Such requests are allowed to be considered by City Council at a public hearing with notice to surrounding property owners. Fencing exists around the perimeter of the site. However, the applicant proposes to construct a new six foot tall aluminum frame vinyl fence around the perimeter of the site. Conceptual building elevations and a floor plan were submitted for the proposed school building as shown. Final design of the structure is required to comply with the design standards listed in the city's architectural standards manual. The Commission did recommend approval of the proposed application. Just to note that the site plan has been revised since that hearing and now includes that one way drive aisle on the east boundary of the site that wasn't there previously. Staff does feel this is a much better design, as does ACHD. I will go through a summary of the Commission public hearing. Kent Mussell, the applicant, testified in favor, along with David Leroy, the attorney for the applicant. Leslie Leonards Pathways School. Calvin Tapor, the construction manager for Mussell Construction. Several folks commented on the application. Steve Swann and Jennifer Hajjar -- excuse me if I mispronounce your name. Ms. Neighbors and Nancy Wilson. Written testimony was received. Three letters from parents of current students of Pathway Schools. Jennifer Schmerer, Oralia Rios and Cassandra Gonzalez and a letter in agreement with the staff report conditions was received from Kent Mussell, the applicant. The key issues of discussion at the hearing were as follows: Neighbor concerns pertaining to the impact of traffic related -- excuse me -- generated from the proposed school. Opinion that there shouldn't be a negligible effect on traffic based on the traffic produced in an existing Pathway school at another location and concern pertaining to safety of vehicles making left turns into and out of the site across two lanes of traffic. Danger of students and pedestrians crossing Ustick Road to get to and leave the school and question if emergency vehicles are able to access the site if needed. There were several discussion items by the Commission as follows: They had some reservations about a school in this location with a residential future land use map designation and constrained site area with access via Ustick Road, a busier arterial street. Desire to see the traffic impact study and receive comments from ACHD before making a recommendation to City Council. Some were supportive of this location for the proposed school. There was concern pertaining to internal traffic flow within the site. The Commission continued the project to the subsequent Commission hearing in order to obtain the ACHD report. They never received it. They went ahead and forwarded the application to the Council for consideration. They did have concerns pertaining to accessibility of the site if traffic is heavy on Ustick Road and, finally, they were in -- in favor of the revisions made to the site plan to better accommodate the internal circulation and queuing and safe drop off for the students on the site. The Commission did not make any changes to the staff recommendation. The only outstanding issue for Council tonight is the applicant's request for reduced buffer widths to residential uses along the east and west boundaries of the site. No written testimony has been received since the Commission hearing. Staff will stand for any questions.

Simison: Thank you, Sonya. Council, any questions for staff? Okay. Mr. Mussell.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Maybe real quick before we jump into hearing from the applicant, I just -- I was thinking about this as Sonya was going over the staff report. I just want to get clear for Council -- some of you know, some of you don't, I serve as a trustee for a local charter school. It's not affiliated with this application. I don't think it would have any bearing on my ability to be fair and impartial, but wanted to flag that in case anybody up here had any concerns that we would address that right from the get go and I could recuse myself, but I don't think it's going to have any bearing on this application.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: In light of that one of my clients I work with is Idaho Coalition of Charter School Families. We work to promote public policy to support charter schools. I don't know the application. I don't know the school or anyone. Consulted with Bill and disclosure thought it was good enough on this to not have to recuse myself, but wanted to make that note for the record. Thank you very much.

Simison: Mr. Mussell.

Mussell: Thank you. My name is Kent Mussell and my address is 3516 South Bartlett Road here in Meridian and I represent Mussell Construction. We are the developer for this project. Our proposal involves transforming a one acre parcel, currently has a 1970 split level home, into an educational space for Pathways in Education. We intend to renovate and expand this building resulting in a total area of 8,000 square feet. Our aim is to be operational for the 2024 fall school year. Pathways in Education has an existing campus in Nampa, which we remodeled in 2017. They are a unique charter school model in that they seek to complement the existing public school choices in the area. That's because they offer alternative education for students who need to catch up on credits. Here are some of the highlights of their operation, which I think you will find helpful. Students complete their work at home and come to campus twice per week for testing and tutoring. The length of a student's session varies. It can be anywhere from 45 minutes, maybe an hour if they are there just to complete testing and they don't wish to seek tutoring and they might be up there -- there for up to an hour and 45 minutes for the students who use all of the services that Pathways is offering. Given the nature of the program I think it's helpful to think of the program as a tutoring center or -- or assisted homeschooling for students that need a different educational environment, either to graduate or to be able to return to traditional schools. Pathways primarily serves students who have fallen behind due to mental health issues, like anxiety, ADHD or depression and this program is vital for our community and for students who require this specific kind of support. With our application we provided three letters from families who have sent their kids to the existing Pathways campus in Nampa. If you read those I think you will find the information helpful about how important Pathways work is. One of the letters describes one of the student's situation. She was homeschooled by her

mother when her father died during COVID. When her mother returned to work she had to switch from homeschooling to public school. The student is grieving the loss of her father and struggling with anxiety and depression and entering public school was not a good fit for that transition. The girl ended up enrolling at Pathways and the letter reports amazing things about the support that she has received there and how it has helped her to thrive. This highlights the need for institutions like Pathways. Our traditional -- our traditional schools need the assistance of programs like this for students who find themselves in similar situations like the one just mentioned. We are seeking three approvals, annexation into Meridian under the limited office zone, a conditional use permit for Pathways and a reduced landscape buffer due to spatial constraints. This property is in a residential area and is under the medium density residential overlay in Meridian's Comprehensive Plan. So, let me explain why we chose to seek an office use for this parcel. The short answer is that we think that an office use is the only way for this property to be developed consistently with Meridian's Comprehensive Plan. Because the property is only accessible from Ustick Road and is one acre, the Comprehensive Plan permits our request. However, I want to add that we found the parcel to be unsuitable for residential development. As a residential development the Comprehensive Plan seeks three to eight dwelling units per acre here. We first -- when we first acquired the property we conducted various pre-application meetings with City Planning and Zoning staff to explore two different residential developments. The main challenge is that when Ustick Road was widened the surrounding neighborhood was -- and the surrounding neighborhood was developed, mainline water and sewer were not provided to this parcel. Any residential development would require significant construction in Ustick Road, which can only work with higher density development that is not permitted by the Comprehensive Plan. To address the project's impact on traffic Pathways accommodates a maximum of 40 students at a time for approximately two hour sessions. There are three sessions per day and six sessions per week. At the existing Pathways locations half of the students are dropped off by a parent, 40 percent carpool and the remaining arrived by other modes of transportation, like biking or walking. With that we have calculated that the maximum number of vehicle trips per day would be 170 vehicle trips. That's similar to other light office uses. The 170 vehicle trips per day is the load that ACHD has used on a number of other light office use projects for what -- or 170 vehicle trips per acre per day. I don't know if Sonya has the queueing analysis. I think it would be helpful to show it. Do you have that, Sonya?

Allen: I do not.

Mussell: Okay. Am I able to share my screen?

Allen: Yes. Let me stop sharing. Here we go.

Mussell: Okay. So, this is the queueing analysis we had completed. This was the primary hold up with ACHD. We had a traffic engineer do a fairly straightforward traffic study for this parcel and because it's a school ACHD wanted us to do more sophisticated modeling of the queueing on a site. We made a few rounds of revision on -- on our traffic study and ultimately we ended up hiring another -- another traffic

engineer who has worked closely on public school projects with ACHD. That's -- despite that we sent them -- despite we had that delay, the most recent round was submitted to them over a month ago. So, I still think they have had adequate time to look at this application, but the results of their revisions over the last few months have been really positive. The graphs on the screen show you the results of the statistical modeling that were done on the site. It's split into the two kind of most important periods of time over the site.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Kent, I don't mean to interrupt you. Is there any way you can maximize your screen? I'm sure it looks quite large on your computer --

Mussell: Oh. Okay.

Cavener: -- it's a little more challenging for us to see it. Thank you.

Mussell: Let's see. Is this better? I can easily zoom in.

Cavener: That's much more helpful. Thank you.

Mussell: Okay. Yeah. So, these graphs represent three different things. They represent the drop-off profile, students arriving to the campus at 8:00 a.m. and, then, they also represent the drop-off profile and the pick-up profile and the overlapping time when students are being dropped off for the 10:00 a.m. session and students are being picked up for the 9:45 session. To read this graph the -- the purple line represents the -- or I'm trying to actually remember here, but -- yeah. So, the red line -- okay. So, as you see the green line stays below the red line during that entire period. What that shows is that shows that at no point during the 8:00 a.m. period of time is there a need for a queue. Cars are processed as they arrive to the site. That changes a little bit once you have the increased load on the -- on the site where you have students being dropped off and picked up between, you know, 9:45 and 10:00 a.m. and this shows that during a ten minute interval around 9:40 there will be a queue of cars about ten vehicles long. That is -- the actual numbers are listed -- are listed here. So, yeah, this shows the -- the expected queue in the worst case scenario. So, you can see here we have three cars dropping students off and the remainder of cars shown are queuing waiting to enter the drop-off zone for the school. So, I wanted to share that with you guys. You guys can ask more questions about that as we get into the -- to the question period. I want to -- about that -- the queueing analysis, I do want to mention that it's a conservative analysis. It represents the queueing profile at a traditional school where students are dropped off abruptly or they all end their sessions abruptly at the same time and it also assumes that we are going to be at full capacity of 40 students per session per -- yeah, 40 students per session. So, those are both conservative assumptions made in the queueing analysis. The last thing I want to highlight before closing is one of our projects

biggest use. It is a very compatible use with the surrounding residence uses and here is why. The school is open from 8:00 to 4:00 Monday through Thursday and is closed on evenings and weekends. It has no impact on the evening rush hour. More than two-thirds of the students arrive or leave at nonpeak traffic hours and all student activities are indoors and for short durations. Thank you for giving me this time and I'm excited about the prospect of bettering our community through this project. I hope you have seen that Pathways in Education is doing important work and that they are a good fit for the area. West Ada School District approved this charter because it -- it fills a need in vacancy in our area's educational offerings. Wherever they end up Pathways will need a conditional use permit from Meridian city in a location that is accessible and close to students. The only code exception is if the school has a separate protect -- protected pedestrian access from an adjacent neighborhood. With that in mind I think this project is the best pairing for this parcel and the school's needs. Thank you again and I will now take your questions.

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

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. Kent, thank you so much for the information. Could we go back -- is it easy to see where the queue -- where you have the cars? I live really close to a school that kind of impacts the around -- surrounding areas. Excuse me. Because I was just curious when you have got the queue -- when people are dropping off it looks like there is -- the cars are going into a dead end. Where do the cars -- how did they complete their cycle to drop the student off and, then, go to where?

Mussell: Sure. So, this is one of the major improvements that we made on the plan over -- over the iterations that we have had. So, we are now proposing a one way circle through the drive. I also -- cars enter on the east. It's a one-way drive. It goes in a U shape and, then, cars exit on the west side of the property.

Little Roberts: Thank you. I appreciate that.

Simison: So, Kent, kind of relate it to that, everyone -- is it a perfect system? Is there room for people to get around the other parked cars especially -- I understand when you come in on the one side, but on the other side as you are waiting not everyone is going to come out in the exact same time. People get by. Is there enough room with that parking? Just trying to figure that out.

Mussell: Yeah. So, we actually have -- so, this was tighter originally and this is the old plan. I would have the updated one, but I wasn't totally expecting to present today. The updated plan -- on the west side we have changed to 90 degree parking, which requires a 25 foot two-way drive aisle. Even though it needs to be wide enough for two way, it is still proposed to be one way. But with that change to the site plan it really improves that

feature of the plan as well, because now we have 25 feet of maneuvering around the queue.

Simison: Thank you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: On this slide here it seemed like the angled parking on that west side made sense to discourage access into the property from that western drive aisle, but the -- the updated change seemed to make accessing it on that west side possible, which wasn't the intent. So, can you comment on that?

Mussell: I can. I mean I understand that that is something that we might want to deal with. I think we can resolve it in some ways. You know, we can continue to restrict the width of the exit there and I think that would be a positive site change for us to make. So, instead of having the full 25 feet coming in, I think it would be wise for us to narrow that.

Borton: Can you put your pointer around where you are talking?

Mussell: Yeah. Right -- right here. So, it has to be 20 feet wide for the fire department there, but, yeah, I'm -- I'm envisioning that we would add a planter in this and, then, use the shape of that planter to discourage entry into the site. We will also have proper sign posting for one-way access.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I have seen other similar charter schools, they have got operation plans that have literally -- whether it's volunteers or staff out there -- just to -- to encourage or prohibit, I guess, anyone from turning in there. You get one car facing the wrong direction and it looks like your plan falls apart. Is that part of what Pathways anticipates doing, especially in the mornings?

Mussell: So, Pathways isn't here because we were anticipating the hearing to be continued. So, I would have to ask them in terms of what they are planning to do, but I will say the right -- the east side of the drive aisle is only usable as a one-way drive aisle and so, you know, as cars are coming in and dropping -- all -- all it takes is that the cars that are using the drive aisle to be going the right direction. I -- you know, these students and parents are going to be coming to the school on a -- on a daily basis or a twice per week basis, so I think the system ought to work out pretty well I would think. You know, they might get messed up here and there, but, you know, they will get -- they -- I would imagine that if there is a problem it will get remedied very quickly.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I agree with you. I -- it -- it happens once and people get the correct habits in how to access it, so it's a concern. It's probably a relatively minor one that gets resolved. You know, one mistake and they get it figured out and understand the pattern to properly access it. So, thanks for the explanation.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Kent, I have a question and maybe it would be better for a representative of Pathways to answer it, but my question is in terms of the consistency of the times when students are coming to be dropped off or leaving, one thing I wasn't clear about is kind of like they would come at different times during the day for their hour, hour and a half period where they are at the school. Is that schedule changing depending on the student and the situation or is the schedule pretty consistent every day in terms of when students arrive and when they leave?

Mussell: Yeah. So, the schedule is consistent in a one way and, then, also up to the student in another way. So, the sessions start at 8:00 a.m., 10:00 a.m. and 1:00 p.m. and -- but as I had mentioned earlier, the students have some self-determination in this. So, some students will show up, take their tests and, then, leave and, then, some students will engage in more education while they are there in the form of, you know, one-on-one tutoring with their students -- or with our teachers. So, they can be there -- when they leave is much less determined than when they arrive. So, the start times are set. The students need to be there at 8:00 and 1:00 and, then, when they leave varies.

Cavener: Mr. President?

Simison: Mr. Cavener.

Cavener: Kent, a couple of questions for you. I want to start first with the conditional use permit to prohibit the pedestrian and bike access. Can you maybe explain to Council the basis for that. In -- in one sense you talk about having a -- you know, a big chunk of the students travel by means other than vehicle or carpooling. On the other side I could imagine me if I lived in that neighborhood not wanting to create a secondary staging area, but can you help fill in Council as to the rationale behind that request?

Mussell: So -- so, as I understand the specific use standards for -- for schools in Meridian's code specifically requires a conditional use permit when there is no separate protected pedestrian access through an adjacent neighborhood and Sonya can clarify on that. This parcel also needs it, because we are seeking an L-O zone for the parcel. But I just can't imagine this particular school finding a parcel that meets that criteria.

Now there is -- there is a sidewalk and a bike lane on Ustick Road, but it doesn't go through an adjacent neighborhood, which is the requirement in code.

Cavener: Mr. President, additional question. So -- so, Kent, in your -- your testimony you talked about kind of the staging time kind of correlating with kind of module times for the students. You know, as Council we look at what is being presented before us, but it also sits in the back of our mind that not everything is always permanent. Would you and the applicant that you are representing be supportive of a development agreement that put sideboards into the operational time for this facility?

Mussell: Can you clarify what you mean by sideboards?

Cavener: Yeah. So, I think a development agreement that would dictate the hours of operation to correlate with the times that you provide -- provided your testimony today.

Mussell: Oh, yeah. Absolutely. Pathways has -- like this will be their second location in Idaho. But, yeah, these are very standard operational hours for all of their locations. They have them in other states as well. So, I mean I can't officially speak for them, but I don't anticipate that being a problem.

Cavener: Thanks, Mr. President. That's all my questions for now.

Borton: Council, we have got members of the public here. Let's go ahead and turn it over to the public testimony and see if we have got any folks in the audience who have signed up to testify. Mr. Clerk.

Johnson: Mr. President, first is Steve Swann.

Borton: Thanks for joining us, Steve. For your patience again.

Swann: Steve Swann. 1042 East Ustick Road, Meridian. We are the driveway directly across from this house and I will tell you that there is no such thing as a nonpeak time traffic on Ustick Road anymore. Actually, there is about 10:00 o'clock is about 15 minutes. But as evidenced by Mr. Mussell's employees with his trailer to try to get in and out of the school, they have -- we have clocked it. They are almost there ten minutes sometimes before they are making that left turn into their driveway and we can't make left turns, because that's blocking us and they are blocking traffic when they are pulling that trailer in. So, this is one vehicle with one trailer and it's making a problem already. So, the other thing that's interesting is we are going to take the -- the community's least experienced drivers and we are going to have them crossing two lanes of traffic on Ustick Road and I had a young lady hit me the other day up there by D&B and attending police officer with that said he has got teenage drivers and there is no way he tells his kids they can ever make a left turn across two lanes of traffic. I guess another question I have got is this is a school zone. Is this going to be a lighted school zone with a 20 mile an hour speed restriction and this is going to be four days a week, 12 months out of the year. Ustick Road is one of the few roads that doesn't have

a school along there for a couple of miles. There is one over at Cloverdale and Ustick, but there isn't another one until you get clear to Canyon county. So, we are going to be bottlenecking everything right there. Have you guys been down Locust Grove from Ustick going north during school times? We are going to put another school in another place to do more of this. The other thing is how are you going to get kids across the street? Because kids are going to go across Ustick Road. Are you going to put in a crosswalk? Are you going to put a crosswalk light there in our driveway? How is that all going to work? We can't make left turns now. We have got a traffic pattern that it flows fairly well. As Nancy said when she testified at the Planning and Zoning, Ustick Road is a raceway. We have watched people on motorcycles doing 60 to 70 miles an hour through there. It's crazy. You think there is a bike path along Ustick? There is no way I put my kid on it. It's way too dangerous to have a bike anywhere near that -- near that road. So, I think there is some common sense things here that our construction friend is missing. I don't think anybody's going to argue that we need charter schools. I think we need a bigger charter school than a one acre charter school. It's just not there. And there are other places to build in Meridian. There really are. I'm a pilot. You know, you can fly around and see it. It looks like my time is up.

Borton: Thank you, Steve. Council, any questions?

Cavener: Mr. President?

Borton: Mr. Cavener.

Cavener: Steve, do you mind a question. One, to Council President Borton's comments, thanks for your participation to the process. I think sometimes local government's effort to be complete isn't always efficient for the public standpoint. So, I appreciate you coming today and Planning and Zoning Commission meetings and being with us tonight. Your comment about you are not able to turn left out of your home really resonated with me and so it got me thinking again in terms of -- if this facility were to be built do you think a -- a right-in, right-out access should be required to help eliminate those left-hand turns, either exiting the property or turning left into the property?

Swann: That might, Councilman. The other thing, though, is by the ingress on the east side and, then, people egressing off the property in front of our driveway will help us with left turns, but that will put us in conflict with other people wanting to make left turns and we are making left turns across a five lane road. So, you are going to put two sets of traffic at odds with each other right directly across from each other.

Cavener: All right. Thank you. I appreciate your perspective this evening.

Taylor: Mr. President?

Borton: Ms. Little Roberts. Or Taylor.

Taylor: Steve, I just want to know how long it takes you to mow your lawn. I have seen it. Okay. I hope you get paid really well.

Johnson: Mr. President, next is Nancy Wilson.

Borton: Welcome. Thanks for joining us tonight.

Wilson: Thank you. My name is Nancy Wilson and I live at 3299 North Boulder Creek Avenue in Meridian. I'm very much in -- in favor of charter schools in the right place. Aside from the increase in traffic on Ustick Road, it's already busy. Speed is poorly controlled. But I think that there is other safety concerns as well. One being there is no crosswalk and I know that there was a student from Meridian Middle School that was hit and killed by a car running across the street. They put in -- there is this stoplight that has a crosswalk and they also put in a lighted crosswalk at the library and those kids are still running across the road. I go over there all the time and there is always some kids running across the road and I think that with -- especially if there is not going to be a school zone, that's just an accident waiting to happen. The other thing is that I know I have driven by where Compass Charter School used to be and the cars would stack up in traffic waiting to turn in and what happens I have noticed from some of the other schools is that, then, parents -- they don't want to wait, so they start -- well, let's just drop junior off on the sidewalk. So, then, they are stopping in the middle of the road, dropping their kid off, stopping in the middle of the road picking their kid up, because -- or their kid is running across the street for them to pick up and I just -- I think that's another problem, too. I think that there is going to be stalking of traffic and I just think that that's just -- traffic is already too busy and I also wanted to point out -- I think they -- Mr. Mussell talked about the charter school in Nampa. The charter school that they did in Nampa -- I believe what used to be a grocery store. So, that parcel was designed for traffic to come in and out of and this to me just does not seem to be a good fit. Thank you.

Borton: Thank you.

Cavener: Mr. President?

Borton: Councilman Cavener.

Cavener: Can I ask you a question real quick? Sorry. Hi. Thank you for being here tonight. I followed the Planning and Zoning Commission meeting in preparation for tonight and it does appear that the applicant has made some changes to how traffic flows through their property and I think it's important to note your feedback about Compass is well heard. My son goes to Compass and even in their new location cars stack up even on Black Cat. In fact, it was a topic of conversation amongst our Council during our 4:30 work session and so I'm just curious -- because you have been an active participant, do you see improvement from what was initially proposed in the Planning and Zoning Commission versus what's before us now or do you think it -- it's not going to continue to solve the problem or do you feel it will make it worse?

Wilson: I do think that it -- it is better, that they don't have -- because before when there was not an egress, yeah, I mean that was an impossible situation. People would get in there, they would get blocked in, they couldn't get out, but now you have got -- you know, in between two sessions a day you have got a 15 minute period. Are they really going to be able to get all those kids out into cars, out of there before the next ones start coming in and --

Cavener: Thank you. That's an exceptional point. I appreciate that. Thank you.

Wilson: All right. Thanks.

Johnson: Mr. President, next -- I apologize if I butcher the name. Jack Dawn Bush. Maybe it's Jack and Dawn.

Borton: Good evening. Thanks for joining us.

Brook: Dawn Brook. 964 East Ustick Road. We live to the west of the Swanns, so we are directly across the road. Really, everything I was going to say it's already been stated by our neighbors. I just thought that because we had come that maybe I should just come and say that I was a teacher in Meridian School District for 14 years and I was in middle school and, then, elementary, but I just know how traffic can backup and how kids can be impulsive and we have just such a traffic pattern there that I can see the potential for real problems and I just strongly recommend that unless you guys can have some kind of a crosswalk zone that's going to slow traffic down that we just reconsider granting this annexation. Thank you.

Borton: Thank you, Dawn.

Johnson: Mr. President, those were all the sign-ins.

Borton: That's everybody who has signed up. Is there anybody in the room who didn't sign up who wishes to come forward and provide any testimony? Going once. Going twice. Anybody signed up online, Mr. Clerk?

Johnson: Mr. President, no.

Borton: Okay. That is all the public testimony as of right now. Does the applicant wish to provide any wrap-up comments?

Mussell: Yeah. I will add a couple of things. Thank you. I think that the -- some of the comments that were brought up from the public -- ACHD's report would be helpful, because that would kind of answer some of these questions about what's going to be required in terms of crosswalk, whether they would want a school zone or anything like that. I am -- I would just defer to them on that. I did realize I didn't state some things about this school in my original testimony. So, these are high school aged kids. That's something I didn't mention as we were talking about it. It may have been evident from

context from Mr. Swann's testimony, that these are driving age kids. In terms of the queuing capacity, we have quite a lot of distance to be able to queue students with the U shape on the site and our -- you know, our -- we have two different traffic engineers who have looked at this project at this point and I think we have a lot of leeway. So, if queuing ends up being more substantial than anticipated, we have -- we are using less than half of what we have available on paper. And, then, I also wanted to address the comment that we should -- that we might -- that it would be better to find a larger parcel -- or, you know, to have a larger school even. This Pathways is importantly a small operation. They -- you know, they have eight students to one teacher and so it's by design that there is a small number of students and a large number of staff present at this facility and that is -- it is intentional that they -- this is about as big as a Pathways operation gets, 8,000 square feet. So, one acre parcel is just the kind of thing that they need and I do hope this ends up being the place for them to go.

Borton: Thank you, Mr. Mussell. One question that -- that comes up from the public comments that is very relevant, regardless of size of the population are those left-ins on Ustick and I'm wondering if in any part of the design it was contemplated in light of the direction of traffic where the access would be on the east side -- or on the west side and you might have a right-in only on the west side and, then, a right-out only on Ustick to eliminate even the opportunity to make a left-hand turn. Was that contemplated in any of the design?

Mussell: It was. Actually, we had drawn it that way to begin with. ACHD had asked us to switch the direction of -- of the traffic flow and the main reason why is when the vehicles travel clockwise through the property the drop offs are on the sidewalk side of the vehicles. So, it's safer for the students during drop off to go clockwise.

Borton: So, it seems to be a little bit outside the wheelhouse of ACHD. If -- if -- yeah. If your applicant thought that -- that they had a way to mitigate the risk on their property to safely shepherd students into their school, it just seems like that risk on Ustick Road is much greater, so -- let me ask you this. If -- if ACHD hadn't made the comment does your client have a preference or are they opposed to having a right-in, right-out heading eastward on Ustick and design it in such a way that you can't make lefts -- left-ins into it?

Mussell: I -- I don't have an objection to that and our client I'm sure also does not. Yeah. I wasn't terribly concerned about -- you know, because students aren't always necessarily on the passenger side of the vehicle and they are being dropped off in parked cars. So, I think it's -- it's a relatively simple matter for them to exit on -- opposite the building. But, yeah, if that was something that Council wanted us to change we would be happy to do that. I don't know if staff has any comment on that particular suggestion.

Borton: Thank you. There may be other questions here from Council.

Taylor: Mr. President?

Borton: Councilman Taylor.

Taylor: I do have a question. I don't know who the right person is to answer that. It hadn't occurred to me -- are we required to have a school zone on the roadways if there is a charter school? I don't know if that's something the applicant knows or if that is something that is required.

Mussell: I don't know what's required. It would be an ACHD thing if it were required and I know we do a lot of charter schools, so I do know that very often charter schools don't have a school zone next to them and it is important to keep in mind there is a relatively small number of students attending this campus at any given time. I'm sure there is some sort of math that goes into it, but I am not the expert to be able to answer that question.

Borton: Council, any other questions of the applicant?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Not so much a -- maybe a question, but something I think for -- for probably the applicant to -- to discuss. I think we are headed towards a continuance at some point -- is, first, I guess I want to start -- I appreciate what the school is trying to do. I have a child who learns differently than a lot of other kids and having resources like this are important and I think that you have made probably the best engineering decision to move vehicles through this property as you can, but my concern is probably dealing not so much with the traffic moving in, it's -- it is those conflict points of when students are leaving and when more vehicles are being dropped off. At least -- and I can appreciate there is an engineering perspective and I'm not smart enough to be an engineer, so this is a parent perspective who is in a carpool lane on a fairly regular basis that gets stacked up is as congestion and stacking occurs, parents try to mitigate that by coming early, which only will exacerbate I think the problem that you are proposing. So, I would -- I would encourage you to meet with your client between now and the continuance to talk maybe a little bit more about operational hours to reduce that and -- and my focus is really the last thing that anybody wants is a vehicle stacking up on Ustick. Too much of the testimony from the public tonight that is not an appropriate location to be an auxiliary stacking lot and I really think that there is probably some added work needed to address that before I could be supportive of this application. Secondly, the CUP without the pedestrian and the bike lane elements are a little troubling to me. To be frank, I didn't get a -- I think a response from you as to the why behind that and so if that's something that you want to either reiterate now, I'm happy to hear that or to bring that to your testimony on the continuance.

Mussell: So, yeah, I do want to address just the comment. So, is the question why we are seeking -- what is it about the -- like titling of the agenda item for the conditional use permit?

Cavener: Mr. President. Yeah, you are -- you are seeking a CUP because you don't have a safe and separate pedestrian and bike way access and I -- I think my question was help me understand the why and maybe you addressed it, I just didn't hear it. It was -- I just didn't know if you would answer that question as to why you don't feel those are necessary.

Mussell: Oh. Right. Why we don't feel it's necessary to have the -- I see. So, I understood the question as being why is it that we are seeking the conditional use permit with -- with that particular condition applied. The condition was added to the agenda by staff because of the way that code is written, but in terms of why we think it's okay to have it at this particular school in a location that doesn't have a separate pedestrian access to an adjacent neighborhood, I -- my answer to that is that I think it will be -- that seems to be written with in mind large schools that tend to be built next to neighborhoods and it's kind of by design that these -- that the code seems to want schools to be built next to neighborhoods. We are next to a neighborhood and we do have a bike lane that connects the neighborhood to our campus, but I just -- I think that that particular element of the code is intended for larger schools and it's intended to give Council the opportunity to -- to kind of make sure that they review the safety of any school that's put in Meridian, especially schools with little kids. This -- this is different in a number of ways -- in a number of ways and I think just because of the size of it, the age of the students that kind of one-on-one nature of it and this comparatively small number of students who are going to be arriving on foot, I think mitigate any concerns. But it is up to Council to determine what they think the risk is, I suppose.

Borton: Council Woman Little Roberts? Okay. Council, any other questions for the applicant? It sounds like there is some inertia to continue at least for the limited purpose of receiving ACHD's report, allowing our staff and the public an opportunity to review it. That does not seem realistic to happen in seven days. Hopeful, but not really. Which would make it otherwise March 26th. I know the applicant wants to do things that might give them a chance to be open this fall, which we are sensitive to that as well, but we certainly have had a habit of rather than do it right now, we stress it's better to do it right. So, my inclination is to continue it a little longer and I will tell you in your discussions with the applicant what you do with your client, Mr. Mussell, I think any component of left turn in may be a fatal flaw from my perspective and the fact that they are older kids and the fact that it's a lower population number, all of that definitely tilts in your favor and mitigates the risk to a large degree, but it doesn't eliminate it and we have seen all too often -- and we know Ustick is purposely designed to be fast. Forty is the low speed and we -- I mean it's an arterial. It's supposed to move lots of people. So, that's one of the challenges. There is nothing you could do about it. I don't expect ACHD to have any solutions on how to make that safe by any stretch. So, maybe one of the only design elements -- the reason why the CUP. Maybe, a right-in, right-out. And there is a few -- if you -- so, if you have time to discuss that and see there is probably -- that's a -- that's a big one for me. That's -- I struggle with any left-in opportunity here. So, I look forward to what you guys come up with on that topic and I think Councilman Cavener's idea that a DA that could incorporate that, it could limit the hours of operation, so we know that this property isn't going to be, you know, expanded

with a different educational user to evening hours and things like that to ensure that it's harmonious with the -- with the neighborhood as much as it can be. Mr. Mayor, we were doing -- the applicant provided their final comments. Council's provided some direction if there is going to be a continuance, things that we want the applicant and ACHD to focus on with our staff to -- the public hearing would remain open. The idea being -- or the intent would be it would remain open for the purpose of traffic and transportation elements of the application. A little more narrow. So, that's kind of where we are at.

Simison: And even though I just came back in at the very last minute, the thing -- if you are considering right-in, right-out, you need to change the traffic flow through this --

Borton: He's already testified that --

Simison: Okay. I will shut up. All right. So, Council, with that in mind do we have a motion?

Borton: March 26th would be the realistic day to give everyone ample time to do good work.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: To Council President Borton's point, I think particularly with the patience of our public to not continue this to a time we would have to re-continue it again, I would move that we continue Item H-2023-0061 to March the 26th.

Borton: Second.

Simison: Have a motion and a second. Is there discussion on the motion?

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, I heard earlier before you started testimony about limiting it for your second one. I didn't hear that in your motion. So, is it still just open for any comment?

Borton: Mr. Mayor?

Simison: The motion maker --

Cavener: And this -- I appreciate I think where Council Member Borton's comments are and appreciate he is trying to flag that. My preference always is that if we are going to continue a public hearing and somebody else hears about this and they would want to

provide some information, that I want to create that opportunity to do that. So, I was not looking in my motion to limit public testimony or anything. Certainly Council's got some sideboards about the things we are going to want to focus on, but I don't want anyone to feel that they couldn't come and provide some added testimony.

Simison: Thank you. Further 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 March 26th. Thank you all. See you at the end of the month.

FUTURE MEETING TOPICS

Simison: Council, we vacated the executive session, so any future meeting topics or do I have a motion to adjourn?

Borton: Mr. Mayor, I move we adjourn.

Simison: Motion to adjourn. All in favor signify by saying aye. Oppose nay? We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 7:21 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 March 12, 2024 City Council Work Session

A Meeting of the Meridian City Council was called to order at 4:31 p.m. Tuesday, March 12, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Liz Strader, Anne Little Roberts and Doug Taylor.

Members Absent: Luke Cavener and John Overton.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is March 12th, 2024, and 4:31 p.m. We will begin this afternoon's work session with roll call attendance.

ADOPTION OF AGENDA

Simison: Next item up is the adoption of the agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move we adopt the agenda as published.

Strader: 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: FOUR AYES. TWO ABSENT.

CONSENT AGENDA [Action Item]

- 1. Approve Minutes of the February 27, 2024 City Council Work Session**
- 2. Approve Minutes of the February 27, 2024 City Council Regular Meeting**

- 3. Fivemile Pathway Easement at ACHD Maintenance Property (ESMT-2024-0015)**
- 4. TM Center Subdivision No. 2 Partial Release of Sanitary Sewer and Water Main Easement (2022-072452) (ESMT-2024-0031)**
- 5. TM Center Subdivision No. 2 Partial Release of Sanitary Sewer Easement (2023-029582) (ESMT-2024-0032)**
- 6. TM Center Subdivision No. 2 Partial Release of Water Main Easement (2023-029598) (ESMT-2024-0033)**
- 7. Stapleton Apartments Sanitary Sewer and Water Main Easement No. 1 (ESMT-2024-0041)**
- 8. Findings of Fact, Conclusions of Law for Nine Mile Creek Bungalows (SHP-2023-0003) by Robin Shea, Owner, located at 2055 S. Locust Grove Rd.**
- 9. Interagency Agreement for Water and Sewer Construction/Roadway Construction, Linder Road - Franklin Rd. to Overland Rd.**
- 10. Development Agreement (Crowley Park Subdivision H-2023-0053) Between City of Meridian and Gilbert RE Holdings, LLC for Property Located at 4135 W. Cherry Ln.**
- 11. Monument Donation and Placement Agreement between the City of Meridian and the Emma Edwards Green Chapter of the Daughters of the American Revolution**
- 12. Commission on Fire Accreditation International (CFAI) Accredited Agency Letter of Agreement**

Simison: Next up is the Consent Agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: There were no changes, so I move we approve the Consent Agenda as published, for the Mayor to sign and Clerk to attest.

Strader: 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 agree to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

Simison: There are no items moved from the agenda.

DEPARTMENT / COMMISSION REPORTS [Action Item]

13. Procurement Month Proclamation

Simison: So, with that we will move on to Item 13, which is a Procurement Month Proclamation. If I could have Keith and team join me at the podium. So, Council, it's that time of the year where we take a moment to celebrate the activities of our procurement professionals and I think it's no secret that maybe for Doug, one of our newest ones, that, frankly, we have the procurement leaders in the state, both from I think -- maybe not amount of work, but I think the quality of the work and definitely from the legislative side where we advocate for good procurement policies and he has been a leader in that effort for many years through his -- in the IPPA in that context. So, with that we will go ahead and read the proclamation and, then, turn it over to you for any comments, Keith. So, whereas the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business and whereas in addition to the purchase of goods and services procurement adds value to the organization by performing such functions as executing, implementing and administering contracts, developing strategic procurement strategies and cultivating working relationships with suppliers and departments within the organization and whereas the Idaho government procurement professionals dedicate themselves to providing the best value for every taxpayer dollar and continue to expand their knowledge, skills and abilities and whereas the Idaho Public Purchasing Association through its members is committed to providing high caliber strategic, logistical and operational support of all agencies associated with the chapter and whereas the IPPA recognizes, supports and practices the public procurement values and guiding principles of accountability, ethics, impartiality, professionalism, service and transparency established by the National Institute for Public Procurement. Therefore, I, Mayor Robert E. Simison, hereby proclaim March 2024 as Procurement Month in the City of Meridian and urge the residents of our community to join the Idaho Public Purchasing Association in recognizing the role of purchasing and materials management profession within business, industry and government, dated this 12th day of March 2024. So, congratulations on that and thank you and all your team.

Watts: Council, I -- yeah, I want to take this opportunity to introduce you to your procurement staff. Darren Brasseur here he has -- he started a year ago July. He is a buyer and some of you might recognize our newest buyer Sandra Ramirez. She did

take a little hiatus from the city for about a year and a half and came back and joined our staff again. We want to -- I would like to thank you all for your support in the efforts that we do here at the city and as well as supporting me with my time down with the legislature as well. We will continue to fight for good laws and good change and speak our mind when sometimes we see some legislation that may not be so favorable and there is some I just found today, so I will be discussing that with you folks soon. But I just want to thank you all again for your support.

Borton: Mr. Mayor? Hey, Keith.

Watts: Yes.

Borton: I just want to -- before you scurry out of here -- to you and your team, I have seen your work here for a long time and the leadership you provide, like the Mayor has described, as unbelievable. A lot of your success and a lot of the success you bring to the city is things that we don't hear and it doesn't come up and there are not bid disputes and there are not problems with our contracts and that has a lot of granular detail that is easy -- there is lots of opportunities to skip -- maybe skip a step or cut a corner and you never do and you don't let anyone else do that and you don't let the City Council do that year over year over year. It's not by accident that you are recognized throughout the state and I know your name, because I run with that crowd down at the Capitol and -- and you are regarded as just the best of the best. People trust and respect you and I know all of us up here do. Keep up the great work with you and your team it really means the world, because it's just -- it's big numbers going through. It takes a lot of watchful eyes and care and attention and you truly do care and that makes a big difference. So, I just wanted to recognize that for you. You have been a good friend for a long time and we can't do what we do without you. So, well done. Well deserved.

Watts: Thank you very much. We really appreciate it. Thank you.

Borton: Good job, Keith.

14. Mayor's Youth Advisory Council (MYAC) Quarterly Update

Simison: Thank you. And that's why Mr. Borton is going to be hard to replace. All right. Moving on to Item 14, the Mayor's Youth Advisory Council quarterly updates. Sahand, turn this over to you for introductory comments.

Rahbar: Mr. Mayor, City Council Members, thank you for providing us with this opportunity to share some of MYAC's recent accomplishments. Since our MYAC students have not yet had the pleasure of presenting before the new current composition of the City Council, I thought it would be appropriate for me to preface their presentation with just a little bit of additional context for you. The Meridian Mayor's Youth Advisory Council, what we call Meridian MYAC, was established almost 18 years ago now with the goal of providing all of our local high school students the opportunity to

get exposure to local government, to serve the community with volunteer projects and to develop their potential as leaders and over the nearly two decades that MYAC has been in existence it has really left an indelible mark on the City of Meridian. Everything from events like Trunk or Treat which started out as a MYAC project, Do The Right Day, which has turned into this city wide campaign of kindness. Everything from that to the recycling bins that you see in downtown Meridian as a result of participatory budgeting that MYAC helped implement. All of that provides evidence for the real and tangible impact that our city's amazing youth have had on this community and that legacy really does continue today. In the past calendar year, so 2023, our MYAC members collectively accrued over 2,000 hours of community service across a wide range of projects. They have learned from guest speakers who attend their meetings. They have planned and executed countless service projects and they have interacted and engaged with elected officials and public servants who have given them a real window into the inner functions and workings of local government and I think what's impressive to me is that they do all of this while balancing a million other commitments that we all know students have. Their work, their family, their relationships, college applications in some cases and scholarship applications. It's a really stressful time to be a student, it really is, and that's why I deeply admire their commitment to the hard work that they put on every day to make sure that our MYAC is the best that it's ever really been and so with that I want to welcome Valeria and Adrian, who are here to speak to you today and provide you with some insights about what MYAC has been up to these past few months.

Avila: Mr. Mayor, Council Members, my name is Valeria and I'm a senior at Renaissance High School.

Ramirez: Mr. Mayor, Council Members, my name is Adrian Ramirez and I'm a senior at Kuna High School.

Avila: So, today we are here to provide you an update on what MYAC has been up to in the past couple months and talk about a bit of what we have planned for the future. So, first we would like to talk about our leadership development opportunities that we have offered in the past couple of months. So, first we had a guest speaker Dr. Bub. He is the superintendent for West Ada and as a student from a West Ada school it was truly insightful to see the challenges and opportunities that he has had in this position. It's crazy how much he has to deal with, because there is even little things like when we have snow days and how much conflicting views that creates in -- with parents, students and everyone in the community. Recently we also had a Battle Reality with Cap Ed on February 26th. This was, again, an amazing opportunity. I have done this before -- like two years now for Mad City Money, but they restyled it a bit and did Battle Reality. So, it allows for our MYAC'ers to have an experience with budgeting and learning what credit is and I think that's so important, because I feel like in school we don't learn much of what that is and it doesn't really set up -- set us up financially that well and learning that when you are older. You have a family, you have all these responsibilities and you have to know how to budget your -- your money and know how to use your credit. It's -- I think this is a great thing that everyone should get to do. We did this at our last MYAC

meeting, so yesterday, and we learned about our communication style. So, we took this quiz and learned how we best communicate. Now, we are all a mix of all of these different communication styles, but we learned how to communicate with each other if they have a higher type of communication style, whether that means they are direct, logical, energetic or more people oriented and it's not that if you are one type of communication so that's bad, it's just you might have to gear your conversation a different way and it's just more about learning. This will be happening soon and it's the Youth Climate Action Summit and so this is an event apart from our MYAC meetings and it will allow students to learn more about conservation and renewable energy and a lot of -- or a lot of our MYAC'ers that are attending this are really interested in ecological sciences and stuff like that and just being an advocate for our community and I think this will be a great opportunity. Sadly, since we are both seniors and two -- or more of our member -- executive member -- member council members are also seniors, we will be departing next year, but that will mean that we get new executive council members next year and so we will be holding elections on April 22nd and I think it's just like an amazing opportunity, because we get to pass down our legacy to future students and those executive council members will be getting to go to the AIC annual conference and I personally love this conference. It was so fun. I got to bond with everyone. We did a community service project. We got to hear from different speakers, learn from everybody, talk to some of the council members even and I thought it was an overall experience, so I'm excited for our future MYAC execs to go.

Ramirez: Now, moving on to government affairs of MYAC. During as many meetings as we can we host a Kahoot Quiz, based off of the Mayor's own My Meridian Podcast and this has allowed us to teach members or give them the incentive to learn about parts and things in Meridian that you usually wouldn't know about. I for one learned that fire districts and fire stations were a thing here. I wouldn't know that if it weren't for the Kahoot we have. Right now we are finishing up season one and we are going to plan on moving on to more season two content. We also recently held a legislative panel in which three government members were able to talk with members of MYAC. We specifically have Senator Winder, Senator Bernt and Representative Petzke and the MYAC'ers were able to talk and -- and ask them a lot of questions whilst at this meeting and it's one of the most interactive meetings I have seen from MYAC'ers in my time as vice-chair. We also had the Youth Lobby Day here, which MYAC students received a crash course in lobbying with the American Heart Association. Then spent the morning going back to back meetings with lawmakers to encourage lawmakers to invest in Millennium fund dollars and tobacco, nicotine, vape education, cessation and prevention programs. MYAC also recently went and had a tour of the Capitol, in which they had a guided tour and listened in on the Senate session in the gallery and had a chat with Senator Bernt.

Avila: Okay. Now, moving on to our community service projects that we have had. So, we had Rake Up Meridian and we have been doing this for years now and we have been able to help many homes and rake up their leaves when it's autumn. We were also to help Councilwoman Perrault for joining and helping out with all of Rake Up Meridian. We also have the Winter Garden A Glow. So, we helped out throughout at

the Idaho Botanical Gardens to help guide visitors, just welcome them in and just be friendly to everyone. We also had Christmas in the Meridian parade. We ran alongside the parade floats on Main Street and handed out candy to spectators during the Christmas in Meridian parade and everyone that joined us would -- they walked and walked miles just to help out, I know from friends that did it, but it was a great event and it was really fun.

Ramirez: Yeah. It definitely got my steps in that day that's for sure.

Avila: We also had a guest speaker, Ken Christensen. So, he is the treasurer of the Meridian Food Bank. I thought this was a really cool speaker. I -- we all know about the Meridian Food Bank, but it's so interesting to learn about the logistics that go into it and how everyone that is part of this amazing organization is all volunteers. They do it out of the kindness of their heart and with that that inspired us to host our own food drive to help out the Meridian Food Bank. We decided to help them out, because there is never -- there is never enough help. There is always more to do. There is always more. So, we decided to allow people to bring in food, canned goods and everything and, then, bring them over to the Meridian Food Bank. We also did Valentine's cards. I know we have done this in the past as well. We wrote Valentine's cards in one of our MYAC meetings for the senior center and they were handed out during their lunch and it's just a way to brighten up their day. It's something to bring joy to everyone around us. We also had holiday helpers. Again we have done this in the past. Fourth year in a row. We were held -- we were asked to help set up decorations and so we painted -- we did a lot of the decoration making in our MYAC meeting so everyone was able to be involved in that. However, we also -- we also had MYAC'ers go to the event and set it up so people could actually enjoy it. Now, this will be coming up soon. We have hashtag Do The Right Day and, again, how -- as Sahand said earlier, this was started years ago and we have continued the legacy on. It is just a way to promote kindness in our everyday community. A lot of times I feel like people feel that with the world might not be as nice as it should be and this is just a way to spread joy, happiness to everyone, because everyone at the end deserves it and so this is just a day to kind of celebrate them. And had a senior prom. This is such a fun event to just like plan in general. We have a senior prom for the senior center -- senior -- senior citizens and we -- we hosted -- we were able to decorate, we are able to just plan the theme around everything and it's amazing to see how much fun the senior citizens have. It's like such a happy event. Now, our other events.

Ramirez: MYAC hosted a holiday party during last December and this event served as a way to celebrate those who have been in MYAC and for more people to join throughout the year. So, we had a little holly jolly celebration right before Christmastime and at the end of the year we host an end of year celebration. This is where we celebrate everything we have done over the year. We play games and we just genuinely celebrate everything that we have been able to do and hopefully celebrate a bright future in the upcoming years with MYAC.

Avila: So, before I end this I kind of want to talk about like the struggles we went through -- through making all of this and I can tell you that everything was so fun to do, but logistics of everything takes so much time and so much coordination with not only within our -- within our MYAC members and our executive council, but with everyone. We are trying to bring into MYAC every guest speaker. We had -- everyone has to coordinate with them their schedule and it's sometimes hard and we can't always execute the way we want to, but I know every year we try to learn from the past and try to better our MYAC for the better.

Ramirez: Thank you for your time.

Avila: Thank you.

Seal: Thank you. Council, any questions or comments?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: A question and a comment. How many MYAC members, approximately, do you have this year?

Ramirez: That's a question for Sahand to answer.

Avila: I would say 20 to 30.

Rahbar: Yeah. Mr. Mayor, Council Member Strader, that's correct. The average number of our attendees at MYAC meetings -- so, the ones that we have twice a month -- is around 20 to 25, depending on what time of year it is. As we get later in the year or earlier in the year the number goes up and down a little bit, but that's the average. The total number of people that we have on our mailing list that have signed up for MYAC is closer to 75. That consists of people who essentially want to stay in the loop and learn about the sort of projects and events that we are putting on and many of those individuals do either come to one meeting throughout the year or they participate in a service project, but because we have quite an intense schedule and we have to have that availability every Monday after school, they might have conflicts with their school, with their sports or other things. So, they like to just stay in the loop, but not attend as many meetings throughout the year. So, 20 at the meetings and, then, 75 total who are just sort of in the know.

Strader: Got it. Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just a quick comment, Adrian and Valeria. I really appreciate your positivity and the impressive amount of volunteer hours that your members have logged. You do make a huge difference and I think it's fantastic to see. So, thank you.

Avila: Thank you.

Ramirez: Thank you.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: First just great presentation. It's not easy to stand in front of strangers and present the way you did, so congratulations. I think that's great. I did have a question. How do you find the new members? Recruit? Word of mouth? Are there other things that you do to encourage more people to participate?

Avila: So, we have been working on -- on that. So, we have done a couple things. We have -- we do have an Instagram page, so our Instagram page that anyone could open, they can do -- I run it, so they can DM me, I will let them know what is going on, but we have also -- we also have done announcements at school. So, we reach out to schools and let them know, oh, like can you post this and like can you help reach out? We have counselors recommend people to join MYAC. We also have just word of mouth and I think we have done flyers as well.

Simison: And they also will do bring your friend day type stuff. Competitions to try to get people engaged. But one of the biggest challenges is since West Ada has gone away from their day of registration, which is where we used to have booths set up and had a lot of interaction, getting the word out -- especially in schools where you don't have a large presence can be difficult. Renaissance doesn't have a hard time getting more Renaissance people here, but the same cannot be said for getting Mountain View or a couple of the other schools. Council, any additional questions or comments? Thank you. Appreciate you guys being here. I look forward to a strong finish to the year.

15. Transportation Commission 2023 End of Year Report

Simison: Speaking of the year, next up will be Item 15, which is our Transportation Commission end of year report for 2023. I will turn this over to Chairman Steed.

Steed: Wow, talk about an act to follow.

Simison: Yeah. What have you been doing for the last year?

Steed: Try to keep you awake. Mr. Mayor, Council Members, good afternoon. I am Walter Steed, chair of the Meridian Transportation Commission, and this is our annual

report for the year 2023. The Transportation Commission was formed in February of 2013. It had previous renditions before that under different names, but we have been in this form since for -- what is it? Eleven years. It consists of nine appointed commissioners and meets in the Council Chambers the first Monday of each month. Myself and Jared Smith served as chair and vice-chair and did so in '22 and '23 and been reelected to do 2024. Other members are David Ballard, Stephen Lewis, Tracy Hopkins, Ryan Lancaster, Tom LeClaire, Zachary Shoemaker and Hoyoon Song serves as our youth commissioner. We are very appreciative of representatives from District Three Idaho Transportation Department, Ada County Highway District, COMPASS, Valley Regional Transit and the West Ada School District who served as ex-officio members. Under the -- under the direction of Caleb Hood, previous associate planner Miranda Carson, provided primary staff support to the Commission for most of 2023. Tricia Murray, deputy city attorney, provides legal guidance and in March Sergeant Tara Smith took over for Corporal Randy Goodspeed, providing regular traffic issues and concerns from the MPD to the Commission. City staff provides the Transportation Commission monthly updates regarding the progress of ITD and ACHD projects in design and construction. In 2023 we started something new, which was setting aside time and getting official reports from ex-official members telling us about other things that are going on in their areas that we may not have heard of. City staff from police and parks and other staff from the ex-officio agencies interact with us at various times during the year, as do members of the public. In January of '23 the Commission finalized their recommendations to the Council on the highest priority roadway, intersection and community program projects for 2023. This work was the culmination of the Commission's work for -- from previous months, including recommendations from the TC prioritization subcommittee. Corporal Goodspeed discussed a draft ordinance considering changing the default speed limit in Meridian to 20 miles an hour from the current 25 miles an hour. A subcommittee of the commission discussed that ideal, but did not endorse it. In February the agenda items included introductions of two new ex-officio members, David Reinhardt from the WASD and Lila Klopfenstein from COMPASS. Continued discussion occurred about development patterns, parking and pedestrian access near the Celebration and Overland intersection. An update from Commissioner LeClaire presented the ordinance and development subcommittees report on -- regarding -- regarding the downtown master plan. Moving to March the commission welcome Sergeant Tara Smith from police as our new liaison. The commission also heard a presentation from Ron Head at ACHD about a new crosswalk initiative that -- that allows pedestrians to start crossing signalized intersections prior to cars getting a green light. This has been started -- they have started implementing that. There are some logistics and some cost concerns. They will be gradually spreading it throughout the county. An update from Caleb Hood on the status of the intersection and pedestrian task force was given in March and concerns from a resident about access points into the commercial project on the southwest corner of Ten Mile and Cherry were discussed. Concerns about speeding on Eagle Road were also received that month and once again parking near Celebration and Overland was discussed by the Transportation Commission. In April the Commission learned of a concern from residents about crossing Linder Road at American Fork and Kodiak near Victory Middle School. It was agreed that WASD, ACHD and city staff should evaluate this further and

we are awaiting another report on that. A motion was made requesting Council petition -- petition ACHD to remove the parking restriction on East Cinema Drive just south of Celebration near Overland. Concerns were shared about noise from loud mufflers. A signal at Ten Mile and Tito. A need for a crosswalk at Black Cat and Gondola. And pedestrian flags on -- on Chinden and Locust Grove. On May the 1st the ordinance and development subcommittee met to review destination downtown, crash data and receive an update about the intersection and pedestrian safety -- safety efforts. During the main Transportation Commission meeting ACHD's John Watson provided an update on the traffic calming petition received for Lost Rapids Drive and we also discussed the crosswalk evaluation at Bird Park on that street. An update on the Pine Avenue extension from Ten Mile to Black Cat was included in the packet, as was information on parking and bike lanes from Centrepont Way behind Dick's Sporting Goods. ACHD also reported their findings on request in the Pheasant Point neighborhood. In June the Commission got an overview on speed cushions from ACHD staff. Valley Regional Transit provided the Commission with an overview of the upcoming 2024 service changes. The McMillan corridor, preservation of right of way, constraints to widening and this State Highway 16 overpass on that road were reviewed. At the Mayor's request we reviewed the Bell Tower Copper Cloud intersection in the Bridge Tower Subdivision for safety concerns raised by a resident. In July the Commission received an update from the ordinance and development subcommittee, which did not support changing the city's default speed from 25 to 20. A request for enforcement and a signal at River Valley Records was received and a potential roundabout at this location was discussed. In August the Transportation Commission received an update and discussed ACHD's proposed traffic calming policy. Their new pathway setback policy at intersections was also discussed and the draft integrated five year work plan for '24 to '28 was shared as it was available for public review and comment at that time. A draft letter was prepared for Council consideration regarding the initial draft of the plan. The Commission also heard a report from WASD on changes to bus pick-up and drop-off operations for Meridian Middle School on Camilla Lane. A subsequent report indicated that it was working very well. In September commissioners and staff were given a tour of PedSafety, a Boise based company, that specializes in the design and manufacturing of pedestrian accessibility and safety solutions. The tour included an overview of their development and production facility, as well as demonstrations of their technology and products. Moving to October, the Commission heard from a representative of Byrd about their scooter program. Additionally the Transportation Commission received an update on information from ITD on Eagle Road speed limits and safety analysis. Pedestrian flag requests were received for Main and King and Long Lake at Chinden. In November the final intersection and pedestrian safety report was shared with the Commission. VRT staff came to the commission and previewed the 2024 service changes that will be implemented in late June of this year. An update on the Linder Road overpass project was reviewed and it was pointed out the design was available on ACHD's website. Lost Rapids Drive speed data from -- from MPD and ACHD was reviewed and discussed. The Transportation Commission heard about a concern from residents living on a private lane just west of Meridian High School and their roads being used for after school pick-up. In December Brook Green, Pearson DeWitt and Brian McClure presented Linder Road, Pine to Ustick, design options that were going

out to the public via survey later that month. The commission also received an update from Brian on the ACHD capital roadway improvement guide matrix used by the city when ACHD is designing projects. Parking issues and how the Transportation Commission would or should handle requests from the public for parking in -- in various parts of town was discussed. The Commission explored the need for stop sign placement in the drive aisles at the Knight Hill project, which is at the southwest corner of Chinden and Linder. As you can see we managed to stay pretty busy. The members of the Transportation Commission are quite grateful for our opportunity to provide service to the citizens of Meridian and to the City Council regarding transportation questions, issues and systems in our community. Thank you.

Simison: Thank you, Walter. Council, questions, comments?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Walter, there was one comment in your report and there is a lot -- you covered a lot, so industry is here for sure. Thank you for -- for doing all the good work. It was about ACHD's presentation concerning changing the -- the lights and allowing pedestrians to start crossing prior to cars getting a green light. Can you give me a snapshot of what that proposal was? I had not heard about it.

Steed: It is not a proposal. It's something they are actually doing.

Borton: Oh.

Steed: It was announced in local media about the same time -- right before that maybe we may have asked for a presentation on it. It does involve some expense and some infrastructure work, so they couldn't just do it everywhere, they are working through the county doing it and it -- it holds all the traffic so pedestrians can get started into the crosswalks, given the chance to be seen and they are not just stepping out as the cars are starting to roll. They feel it will be a much -- for these busy intersections for pedestrians to get across them. You know as well as I do if you are sitting at a red light, you are watching the light, when you see it go green you start turning right and may not have looked to see if somebody is stepping off the curb yet. The idea of this is they step early, while you are being held.

Simison: Okay. Thank you very much, Walter. Appreciate you being here and all -- all your work and look forward to this year.

Steed: Thank you, sir. And if it's okay I'm going to stay for the next item.

16. 2024 Roadway, Intersection and Community Program Prioritization

Simison: You can stay as well. So, we will move on to Item 16, which is the 2024 roadway and intersection community program prioritization. Turn this over to Mr. Hood for any additional comments following up on last week's conversation.

Hood: Thank you, Mr. Mayor, Members of the Council. I have not heard anything from you over the last week, so I am ready, though -- Heather's back as well this week to take any notes, but we do need to get -- before the end of this week we do need to send Christy and the rest of ACHD our priority projects for 2024. So, didn't print off copies today. I don't know if you brought back your -- the 11 by 17 sheets. We do have the unified list that was requested two weeks ago now. I can go -- excuse me -- burn a couple of copies if you would like. But, again, I haven't made any changes and didn't make any additional copies. So, Mr. Mayor, I will stand for any -- again questions, direction, action that the Council would like to take this afternoon.

Simison: Okay. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Mr. Mayor, thank you. Thank you, Caleb. And I listened in on the last meeting and I thought -- I thought that the additional context and feedback from the Transportation Commission was very helpful, especially regarding the need for a north-south corridor and it sounded like the prioritization for that would be Meridian Road. So, just wanted to check on this consolidated list. Where would I see that priority?

Hood: So, Mr. Mayor, Council Woman Strader, number 14 this year -- so, I'm in the far left-hand side. So, the -- again, the consolidated list and Meridian, Ustick to McMillan, is the first one that I -- that I'm spotting here and there should just be one more segment and, then, that corridor north of the freeway down to south of Overland, it's a state highway, and I do know that that is being worked on. You know, ITD is studying that. They are actually out for another -- it's not an RFP, but it's something similar, because it's less than a dollar amount than -- they actually have to go out -- but Six Mile Engineering had the last contract and they are looking at studying that corridor some more. So, most of that corridor again north of the freeway is largely complete. Looks like 35 is the second mile north of the freeway. So, 14 and 35 are the two miles north and that's essentially for ACHD purposes that's -- that's the end of the list. I will say, Mr. Mayor, if it's okay -- in the past the city has -- kind of to your request a couple of weeks ago -- included ACHD projects, transportation -- transportation regardless of who the lead transportation agency is -- on this list. Obviously, that's not the case here. We don't have any segments of Chinden or State Highway 69 or 55 on here, but at one time -- one point in time we actually did have a fully unified list that had our state priorities competing with ACHD priorities, so --

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, my -- my only question that remained -- and I kind of caught the answer to it I think in the last meeting -- was just do we want to keep the McMillan Road widening projects in their current -- I guess it looks like now the 2024 ranking is the number 11 and number 12, as opposed to swapping those and moving 13 and 14 up, given we have been told that that -- we are trying to get the preservation of right of way, but I don't think we have received feedback that ACHD is prioritizing that project anytime soon. So, that was my only piece I wasn't sure about. I don't know what other people think about that, but that -- that's the only piece that I wondered about swapping around. I thought the rest of the changes were good.

Simison: Council?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I just want to say I think looking at what we did last week, all the conversation we had, I appreciated, Caleb, you and your team, highlighting a few things, especially regarding intersections and whatnot. So, I was pretty -- I'm pretty comfortable with what we have listed before us, so I appreciate your -- your good work on that.

Simison: And I think that -- I think there is going to need to be a little bit of extra work put in -- per the conversation last week -- or the last few weeks the range from the intersections which are not in here, even on Meridian Road that need to be added and, honestly, the Meridian Road segment is really not that different than McMillan in a lot of ways, except without the constraints, so it wasn't planned for five lines. So, that we are going to have a similar conversation with ACHD if that's what we are asking them to do is focus on that and adjust their plan. So, all of this is going to have some sort of impact conversation, but at least -- I think it provides the Transportation Commission opportunity to work on this throughout the year. We don't have to wait for ACHD. We could even, quite frankly, start working on this tomorrow or at their next meeting and take these conversations of considerations and look what needs to be added, increased or reconsidered in that case, because I don't know that we are going to create more intersections by next year this time just merely where are the priorities.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. And I don't actually know if it -- if it will make a substantive difference, but, unfortunately, you know, swapping something a couple -- a couple of spots ahead. So, it seems like a lot of good work has gone into it. I appreciate your patience, Caleb, with us as we took a couple of meetings to get it right and I really appreciate you, Chairman Steed and the Transportation Commission, for looking at it again and giving

us more context. I think it resulted in a better -- better outcome. I'm happy to make a motion that -- I move that we approve the trans -- 2024 roadway intersection and community program prioritization.

Little Roberts: Second.

Simison: Have a motion and a second to approve the prioritized list. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it. It moves forward.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Simison: And, Caleb, thank you for pinch hitting this year. Heather, look forward to your work on this with the Transportation Commission in the next year.

EXECUTIVE SESSION per Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Simison: All right. With that we are at the last item on the agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

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

Strader: Second.

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

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

Simison: All ayes. Motion carries. The item is agreed to and we will go into Executive Session.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

EXECUTIVE SESSION: (5:14 p.m. to 5:49 p.m.)

Simison: Council, do I have a motion?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move we come out of Executive Session.

Strader: Second.

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Move we adjourn.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

MEETING ADJOURNED AT 5:59 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 March 12, 2024 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:00 p.m. Tuesday, March 12, 2024, by Mayor Robert Simison.

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

Members Absent: John Overton.

ROLL-CALL ATTENDANCE

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Anne Little Roberts	<input type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener (6:17 p.m.)
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record is March 12th, 2024, at 6:00 p.m. We will begin tonight's regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Next up is our community invocation, which will be delivered tonight by Mick Armstrong. If you would all, please, join us in the community invocation or take this as a moment of silence and reflection. Mick, nice to see you.

Armstrong: Father, we thank you for this great community that you have developed over the years. We thank you for the leadership that we have had. We just pray for the Council meeting tonight, for -- for our Mayor and Council, the decisions that need to be made, many of them affecting property and often there is a variety of feelings and can I just pray that you would give them wisdom in those decisions and also thank you for the many employees in this city that care for our needs, whether it be on our safety or -- or just services and just thank you for that and I just pray that we can continue to be the kind of community that honors you, that calls people to family and to respect family and it's a safe place for us to live and a great place for businesses to thrive and we just thank you for your blessing in our community and we honor you, in Jesus' name, amen.

ADOPTION OF AGENDA

Simison: Thank you, Mick. Next up is the adoption of the agenda.

Borton: Mr. Mayor?

Simison: Council Borton.

Borton: There were no changes, so I move that we adopt the agenda as published.

Strader: 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: FOUR AYES. TWO ABSENT.

PUBLIC FORUM – Future Meeting Topics

Simison: Mr. Clerk, anyone signed up under public forum?

Johnson: Mr. Mayor, no sign-ups.

ACTION ITEMS

1. **Public Hearing Continued from February 13, 2024. for Linder Condos (H-2023-0074) by The Architects Office, PLLC., located at 300 N. Linder Rd.**
 - A. Request: Development Agreement Modification to modify the existing development agreement (H-2022-0091) to allow warehouse and flex space uses along with the previously approved self-storage facility and update to the conceptual development plan and building elevations.

Simison: Okay. Then with that we will move right into our Action Items this evening. First item up is a public hearing continued from February 13, 2024, for Linder Condos, H-2023-0074. We will continue this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next hear -- or the first hearing item before you tonight is for Linder Condos. This is a continued public hearing from February 13th. Council continued this project in order to allow the applicant time to provide clarifying information as to the specific tenant use and that the proposed use is not a more intensive use, but similar to what was contemplated in the original application, that the parking is appropriate for the proposed use and to address the impact on residential neighbors. The applicant has submitted a letter addressing these concerns, which should be on your desk in front of you tonight, which includes a letter

from Ronald Hatch, the owner of the residential property to the north, in support of the proposed development agreement modification request. The applicant is here tonight to present. Thank you.

Simison: Thank you. Council, any questions for staff? Okay. Would the applicant like to come forward and make any comments? Good evening.

Putman: Jeremy Putman. 499 West Main Street, Boise, Idaho. And thank you for the opportunity, Mayor Simison and Council. And I was wondering if it would be possible to put up the PowerPoint. As that's going up I do want to just acknowledge that I was not as prepared as I should have been for the last meeting. I took a few -- too many things for granted and I appreciate the opportunity provided by this continuance to present the information that we have submitted and I'm confident that this will supply the Council with the necessary information needed to support this modification request.

Allen: Just a moment here, Jeremy. We are good? Okay. Good. The first thing I would like to address is some -- a concern about kind of the unusual circumstance for this and I explained in -- in the letter that, no, this is not the -- necessarily the best case scenario for my client in the original development agreement and now what we are doing in this modification. Just the circumstances behind that. This project was originally contracted with EVstudio, which was formerly NuDesign Architecture where I was an employee. The client came in, we had an initial consultation and one of my project managers at the time, you know, worked with me on -- to develop a proposal, entered into contract and, then, shortly after that I exited EVstudio. The project continued under Julie Miller, the project manager, at -- at EVstudio and got through the development agreement process. Unfortunately, the client did not feel that the project was represented in the best light with the outcome of only storage use being approved and so at that time my client terminated the project with that -- with that architecture firm and, then, shortly after the approval Mrs. Miller exited EVstudio. So, it does appear that the approved development agreement document was sent to Julie Miller when she was no longer an employee of EVstudio, which never found -- which was never forwarded to my client and so part of this mix up was just him not having the information and so Mr. Herman did approach me at my new place of business, the architect's office, and as I was added to the -- the -- the project was able to look at the -- the approved development agreement and sent it on to him, where it was discovered that storage use was the only -- the only -- the only approved use and, unfortunately, at the development agreement hearing my client was absent, because he was -- he was out of town. So, all that to say, like oftentimes, our best laid plans don't always go the way we determine, which seems to be the case for my client. So, that -- that is kind of the reasoning why the -- the development agreement had not been signed and then -- let's see. Yeah. Next I just want to also address something that came up in the meeting and just give a little bit of personal background about sensitivity to growth. The -- because I agree with you, I have -- I share those same concerns. My -- my family used to own land a little over a half a mile away from this parcel on West Franklin Road and it was handed down to my grandfather and his -- his brother in -- in the early 1950s. My grandfather designed and built his own home and raised the family, operated a business out there,

Calnon Floral and so all this to say -- I don't say this to -- to add an air of superiority. I just say this to understand that, yes, I am sensitive to this growth as well, because it was impactful on my family. The city grew up around them and now that land is -- those houses are gone and that land is being, you know, developed into storage units and apartments and things like that. So, I do recognize this and just -- just want to make sure that it's understood that I, too, want the best for the city, because my family's vested here, and looking at the -- the parcels on North Linder, most of these parcels have changed ownership in the last -- at least in the last ten years and many of them have -- with -- from the information I could find on the assessor's website have changed hands, change of ownership recently in the last couple of years and the City of Meridian has also kind of determined that the highest and best use of land and of properties in this area are to be industrial and Meridian has a high value on industry and business, which I very much appreciate and has done a good job of guarding particular areas of our city for that purpose and what we are proposing here in -- in this development agreement modification request, the uses fit -- they are principally permitted in the I-L zone and the fact that we are asking for the addition of two more uses from the one storage, the additional to be warehouse and flex space, still is -- is three out of the 25 principally permitted uses in this zone and looking at -- looking at these uses, what actually I will -- pardon me. I was getting ahead of myself. We will -- we will get -- get there in just a little bit. So, all that to say this kind of development fits within the fabric of the area that -- that the city of Meridian has -- has set forward and, then, to the -- to address some of the concerns about residents living to the north on -- on 330, that the doors would be kind of facing -- Mr. Hatch has purchased that property back in 2023 and his plan is to develop the property for industrial use and actually on the previous slide and in the -- in the document that was provided. Robert Hatch is also an owner -- or partial owner in many of the properties along Linder, who has seen this as an opportunity, similar to my client, as an opportunity to -- to follow the city's kind of direction and use these parcels for how the city has laid out and so he does intend to develop this -- this parcel and currently he said that there is no -- no residential activity at that -- at that property and as the letter in Exhibit A states, he is in favor of -- of this -- of this project. A concern that was brought up was -- was kind of parking for this particular -- for this development and as the -- the staff report agrees that we do have adequate parking for any of the uses that could move into these condos. Meridian code requires a minimum of seven parking stalls and we have provided 13, which is almost a hundred percent more parking than is required by code, which kind of leads to the volume -- the volume of vehicles is there. The use of these -- this project is designed for small businesses or it's set up for entrepreneurs. The -- the intent is for them to -- these business -- business owners to carve out 2,000 square feet for their business, whether it's an online merchant making and shipping their goods across the country. We have seen a huge rise of bad activity just in general, but also in the Treasure Valley, or it could be a home sound system installer who keeps their equipment and supplies there ready to go and install the -- a sound system in somebody's home. Or it could be one of the surrounding businesses -- one of the surrounding warehouse businesses that's simply run out of space and they need a little extra storage. Their main function would still remain at those larger facilities and, then, that -- they could use this as a place to store their -- their goods and come over and get them every now and then and take

them out for -- for -- for their use. These buildings would also be owner occupied. It's not a tenant situation. So, there is -- we all, you know, know the pride of ownership, that we do want to take care of what -- what we own and what we are a part of. It's -- this is -- we are not -- you know, we are not proposing a large warehouse. These are condos that are appealing to the micro and small business owner here. So, yes, there would be a little bit more traffic than a self storage use, but not something that is inconsistent with the traffic that is currently on Linder or the surrounding areas. And as part of that there -- there will be -- you know, it's -- it's -- there will also be continued city oversight. When this project is approved we will have a condo plat overlay to the property. The city, you know, we will have an opportunity to review the CC&Rs and any owner wishing to move in to one of these units will also be examined at -- at least a very minimum level of like a certificate of occupancy. So, the city is going to have an opportunity to review what goes in here and make sure that it's consistent, one, with the regulations and the development agreement and the CC&Rs. So, we feel that -- that this request to add warehouse and flex space will be a benefit and fits in with the overall vision of -- of this area for the city of Meridian and is consistent with what seems to be happening along Linder Road with the development and property transitions. With that I can stand for any questions.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Mr. Putman; right?

Putman: Yes.

Strader: Thank you for coming. Would you mind moving back to the slide where you showed all the neighboring properties?

Putman: Certainly.

Strader: Yeah. Thank you. I appreciate you coming back and putting some more legwork into the surrounding uses here. It does look like this corridor is definitely moving more toward the industrial use. I appreciated the property owner to the north resubmitting a letter. That's helpful. Do you have a feeling for -- you kind of went through the types of tenants -- I guess small businesses. I saw somewhere in your letter -- I think somewhere I saw reference to like contractors. Can you get into more specifics about the potential types of tenants and what kind of tenant would use that size of a facility?

Putman: Certainly. It -- sorry, Mr. Mayor and -- and Council Member Strader. It -- you know, it's hard to kind of prognosticate into the future and see that one. One example could be actually the property owner, he himself is a business owner and could occupy one of those -- one of those units. But for like a contractor, someone the size of that

could be a small -- maybe small millwork, small HVAC contractor, like probably more on the residential scale that would have some HVAC furnace units type of things, maybe some small sheet metal to bend for minor ductwork, but mainly, you know, flex tube, something like that. Small plumbing contractor that would have, you know, maybe some small stock of fixtures and pipe. Could be a tile or flooring contractor that wouldn't need a lot of material on hand, because, you know, they may get a shipment in, need to store it for a few -- like a few days before it goes out to the site. Some of those, if that helps.

Strader: Thank you.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Mr. Putman, thank you for the -- this was much appreciated context. I think it would have been really helpful to have had it last time, so probably lessons learned to be prepared. Certainly was helpful in me understanding what you have. One question I have -- we talked about this being allowed for condo use and these individual units being sold. It seems to me if that -- each little unit is sold, then, you -- that person can then either use it or maybe even then lease it to another user. So, it's really hard to forecast who is going to be in here. At what point -- does the owner intend to immediately start selling off portions of this or managing it? Just kind of curious what that process of using sort of that condo overlay and to sell those pieces of property.

Putman: Certainly. Mayor Simison and Council Member Taylor. Good question. I guess the -- the intent would be to start offering -- you know, once this approval goes through using the preliminary plans that we have got is an opportunity to market and attract -- attract potential buyers. So, I think that would begin immediately. As far as kind of oversight of the project, you know, the -- the property owner would -- would be the one to maintain the CC&Rs initially, but, then, once enough tenants occupy, then, it would kind of be turned over to a board for more general oversight of that and -- and those owners would be, you know, part of -- part of that -- that membership.

Simison: Thank you. For the record Councilman Cavener joined us at 6:17 p.m. Council, any additional questions for the applicant?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Appreciate you putting that on the record. I just think for Council and the applicant and the public's benefit, I have -- I have been here since the beginning of the applicant's presentation, although just promoted to a panelist very recently.

Simison: Thank you for that clarification. Okay. Thank you very much.

Putman: Thank you.

Simison: Mr. Clerk, do we have anybody signed up to provide testimony on this item?

Johnson: Mr. Mayor, just one. Kim Kelly.

Simison: Good evening. State your name and address for the record, please.

Kelly: Kim Kelly. 6035 North Shandee Drive, Meridian, Idaho. I'm the owner and broker -- oh. Mr. Mayor and Council Members. Sorry. I'm the owner and broker of Kim Kelly Real Estate and second generation Treasure Valley native. I grew up in Nampa and moved to Meridian with my family in 2014. I was initially licensed as a real estate agent in '94, but was employed as an appraiser for Canyon County Assessor's Office during the large growth phase in the early 2000s. I was licensed as the designated broker in 2011 and have been responsible for the purchase, remodel and sale of over 300 properties in Ada and Canyon county. So, suffice it to say I feel like I'm pretty intimately aware of the growth and the change in the real estate market in this area. I represented the applicant his initial purchase of the subject property in August of 2019. He purchased the property for a home business use and it was zoned R-1, but during the process of attaining a mortgage for the property the appraiser refused to do a residential mortgage on the property, because he said it's highest and best use was commercial, according to USPAP standards. So, after contacting multiple appraisers, getting the same answer, the applicant switched to a commercial loan and completed the purchase. He has since purchased a property more suited to his business needs as it's grown in another location of Meridian and in researching what possibilities were for the subject property the city indicated their desire was for the area to be industrial zoning. During this time the applicant traveled to Denver, Colorado, and saw an industrial condo development that he liked. The units were similar to his current plan and the tenants and owners ranged from like a coffee broker to an owner who built custom motorcycles -- very customized things of that nature. At that point he started the process with EVstudios to help annex the city -- or annex into the City of Meridian and build a facility similar to the one in Colorado. I was present for both of the applicant's initial meetings with EVstudios and felt the architects understood that the applicant's vision was for the property and its intended use, but it became clear when we finally received the approved development agreement that something had been lost in the transitions, unfortunately. I was also present at the initial City Council hearing for the approval of the development agreement, during which time he was asked questions about what types of businesses would be allowed to go -- oh, she was. Julie was. Ms. Miller. I believe Councilman Cavener asked if there would be a detail shop allowed and Ms. Miller answered no. So, based on the questions and the conversations I believed it was clear that these units were meant for locations for small businesses allowed within the scope of the zoning code. However, when the applicant finally received the -- the DA, the development agreement, in November of '23, last year, the language was very limited to storage with time frames of use and other limitations that would not allow small businesses to fully utilize the spaces.

Simison: If you can wrap up, please.

Kelly: Okay. So, I guess just to say these are going to be great for small business in the area and I appreciate you giving us the chance to have a continuance and give you more color and information and in support of that I would hope that you would approve it.

Simison: Thank you. Council, any questions? All right. Thank you. Very much. Is there anybody else who would like to provide testimony on this item, either in the audience or online? If you are online use the raise your hand feature. Seeing no one coming forward and no one raising their hand online, would the applicant like to make any final comments. Okay. Applicant waives any final comments.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Could I have legal just give us that snapshot technology. This one is a little unusual, because the -- the -- without the DA being signed and annexation kind of sat on hold awaiting for this, just a little -- every now and then this happens.

Nary: Sure. Mr. Mayor, Members of Council, Council Member Borton, yeah, it is -- and you're correct, it's slightly unusual. I mean normal process after a project is completed we would send the development agreement back to Planning, Planning would transmit it to the developer. They have six months in which to sign it. They can request extensions. The annexation doesn't happen until the development agreement gets signed. I think what the applicant has -- has testified to tonight is there was, obviously, some miscommunication on their part. I don't know how that was transmitted and went to a person who wasn't there anymore, so that happens. So, I think in Planning and trying to resurrect this, right, the original development agreement now is being modified to allow these uses and that would, then, become the development agreement and, then, the acquisition would occur. So, yeah, I think planning and trying to keep this project on track and allow it to move forward without starting the process completely all over made the decision to allow it to go this way with just the development agreement modification, which is allowed in our code to allow to amend it prior to signature, so I think that was their reasoning. I wasn't involved in that decision, but I understand the reason and I don't think it has any -- it doesn't violate our code for us to do it this way. So, I think we are fine to move forward if the Council is comfortable with that, so --

Borton: Thank you.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Yeah. I think this is a good project. I remember a lot of discussion last time around parking. I certainly think that's a valid concern. However, they are required to have seven -- or 13 -- or seven and 13 are provided. So, you check the box. Maybe a slightly unusual process by which we get here, but we are -- it sounds like we are in conformance with what is required. Looking at the other uses in the area this seems aligned with that and I -- I really am interested in the idea of creating spaces for small businesses to grow and thrive here in Meridian. I think that's something that is good to promote. I think it makes some sense and so I'm a big fan of that. So, I understand some of the concerns and, you know, maybe in a few year when parking is an issue, because the types of tenants have a heavy usage, maybe -- maybe we will look back and regret that just a little bit, but I -- it's hard to predict. I don't think it's our role to really -- as long as they have followed the rules and followed the process that we have laid out and they are in conformance I think it's a good project that should go forward. So, at the appropriate time I would be willing to make a motion to approve this project.

Simison: Thank you. Council, any additional comments, questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Just a little bit of maybe feedback. I think this is an example of someone making excellent use of a continuance. So, I appreciate you, Mr. Putman and Ms. Kelly, coming back with some clarification. I think for me what has helped to mitigate my concern is the more detailed analysis of the surrounding uses and that I think you have demonstrated pretty conclusively that this is not going to have too much of a negative impact on surrounding residential uses. It looks like that is not as much of a concern. So, I think that's helped me get comfortable, as well as more context around the potential users. It is a smaller amount of space for a business. So, it's kind of a business incubator and I have faith that, you know, businesses as they grow up will hopefully be successful and find larger amounts of spaces. The previous owner did. So, actually changed my mind on this one and I appreciate you doing the work and coming back. Thank you.

Simison: Additional questions or comments or a motion to close the public hearing?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Make a motion to close the public hearing.

Borton: Second.

Simison: Have a motion and a second to close the public hearing. All in favor signify by saying aye. Opposed nay? The ayes have and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Taylor: Mr. Mayor, I would like to make a motion.

Simison: Councilman Taylor.

Taylor: I would like to make a motion to approve File No. H-2023-0074 as presented in the staff report for the hearing date of March 12th, 2024.

Borton: Second.

Simison: Have a motion and a second to approve Item H-2023-0074. Is there discussion? If not, Clerk will call the roll.

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

2. Public Hearing for Ultra Clean Franklin (H-2023-0064) by KM Engineering, LLP., located at 3070 E. Franklin Rd.

- A. Request: Development Agreement Modification to modify the terms of the agreement required with the Annexation Ordinance (No. 737 Haskin Green).

Simison: Next item up is Item 2, which is a public hearing for Ultra Clean Franklin, H-2023-0064. We will open this public hearing with comments from staff.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application before you tonight is a request for a development agreement modification. This site consists of two acres of land. It's zoned C-G. It's located at 3070 East Franklin Road on the north side of Franklin just west of Eagle Road. This property was annexed back in 1996. The annexation ordinance number 737, Haskin/Green, approved for the property, requires the property owner to enter into a development agreement with the city prior to issuance of a building permit or plat approval, whichever occurs first. The ordinance includes requirements for inclusion in the future development agreement in compliance with the findings associated with the annexation. The Comprehensive Plan future land use map designation is commercial. The applicant requests a new development agreement with a modification to the terms of the agreement required with the annexation ordinance. No development has occurred on the property and the property has changed ownership since it was annexed. The original plan was to subdivide the property for individual building sites, but that plan never came to fruition. The new -- the new property owner would like to develop the property with a vehicle washing facility. Because there are

many outdated requirements in the development agreement and references to city code that are no longer in effect, staff recommends new provisions with this application that are applicable to the proposed development, which will replace the original ones. A conceptual development plan was submitted as shown that demonstrates how the site is proposed to develop with a vehicle washing facility. The proposed use is a principal permitted use in the C-G zoning district and is subject to the specific use standards listed in the UDC for such use. Staff has reviewed the site plan and finds it demonstrates safe pedestrian and vehicular access and circulation on the site. Stacking lanes have sufficient capacity to prevent obstruction of the public right of way. Although no residential uses or districts abut the site, an extended stay hotel exists directly to the north, which may be impacted by noise from the carwash and vacuums. As mitigation staff recommends the hours of operation are limited from 6:00 a.m. to 10:00 p.m. Dense landscaping is provided along the northern boundary of the site and mufflers are provided on the vacuums, which should assist in reducing the noise and visual impacts of the proposed use. Access is proposed via North Olson Avenue, a local street, along the west boundary of the site. No access is proposed or approved via Franklin Road. Although a cross-access easement exists to this site from the abutting property to the north, there is approximately a nine foot fall in grade from the proposed driveway to the existing driveway and a significant cross-slope, which would make a shared access difficult. For this reason staff and ACHD supports the proposed access from Olson and does not recommend the cross-access easement to the north is utilized. The Snyder Lateral bisects the western portion of this site within a 40 foot wide easement and is proposed to be piped with development. A 35 foot wide street buffer is required along Franklin Road, an entryway corridor, landscaped in accord with the enhanced landscape standards for such. A detached sidewalk is proposed to be constructed along Franklin Road that staff recommends is ten feet in width, extending off site along Franklin to the east across the ACHD property to connect to the ten foot pathway along Eagle Road if consent can be obtained from ACHD. Conceptual building elevations were submitted for the proposed structure as shown. Building materials consist of a mix of natural limestone and burnished CMU in neutral colors and wood grain printed metal cladding. Final design is required to comply with the design standards in the city's architectural standards manual. Written testimony has been received from Stephanie Hopkins, KM Engineering, the applicant's representative and they are in agreement with the staff report. Staff is recommending approval with the conditions in the report. The applicant is here tonight to present.

Simison: Thank you, Sonya. Council, any questions for staff? Okay. Would the applicant like to come forward and make any comments?

Hopkins: Good evening, Mr. Mayor, Members of Council. My name is Stephanie Hopkins. I work for KM Engineering. Our address is 5725 North Discovery Way in Boise. Sonya did a fantastic job covering that, so I don't have a whole lot to add, but I do have a presentation. So, I will show you our site plan and landscape plan and kind of talk through some of the conditions that they are recommending -- or she is recommending.

Allen: Just a moment here. Sorry. Just a second.

Hopkins: So, Sonya covered the location well. It's the northwest corner of Franklin and Eagle. It's a pretty challenging site. There is a fair amount of grade as I'm sure most of you are aware. The -- as the site slopes to the northeast it drops off a fair amount. So, we had to be pretty creative with our site design. Did place the building towards the roadway, which is one of the city's requests. A lot of times the design review applications -- and placed three stacking lanes, four vehicles, as they enter the site to make sure there is enough room for folks as they are waiting for a carwash. Access will be via Olson Avenue, which we have coordinated with staff and ACHD and we are including 24 -- or 26 parking spaces overall, 23 of which will be for vacuums, two for employees and, then, there is one accessible stall as well. The building is about 7,200 square feet and we have placed some landscaping along the northern boundary that staff has conditioned will probably have to beef that landscaping up a little bit. Right now we have a couple of different deciduous trees along the northern boundary, one kind of mix of evergreen and deciduous and, then, there are some shrubs in there as well to make sure that they reach a maturity for -- in five years. And, then, throughout the site we have designed it in compliance with code -- will increase. We initially had shown a five foot sidewalk along Franklin. It's an entryway corridor, so we will increase that to ten feet, make sure we are complying with the city's requirements there and, then, the -- our client will work with ACHD to see if we can get consent from them to -- to further the multi-use pathway to the east over to Eagle Road. Let's see. We are -- the vacuums that this company uses actually include the mufflers, so that will be a perfect way to comply with staff's recommendation and otherwise they have been working with -- they are -- I believe that they are under contract to purchase the property from the Water Rock development. So, they have been working with that Hotel Group pretty closely to determine what they would need and they are -- they are good with the recommendations that city staff is recommending. So, these are the building elevations which Sonya showed you. We actually initially submitted a certificate the zoning compliance and design review application, because this is a principally permitted use, not realizing there was an ordinance that was applicable. So, we spoke with staff, they recommended we come in and modify the development agreement just to make sure that all the provisions are current and reflect current code and our current proposal. So, we are in agreement with the staff report and the conditions and I will stand for questions if you have them.

Simison: Thank you, Stephanie. And I don't know if this question is for you or for Sonya or if I just missed it, but what's proposed to the east of this property? This doesn't go all the way over to Eagle Road based upon the Oraview. That can remain vacant?

Hopkins: Thank you, Mr. Mayor. I can answer that question.

Simison: Okay.

Hopkins: It's -- yeah, it's actually ACHD property directly to the east. So, we utilize the two acres that are outlined in yellow as fully as we could and to the east of where you

see the drive out kind of curving up to the north is just vacant, because it's ACHD property. If they want to expand the -- the -- or the roadway there.

Simison: Okay. That's -- is it planned in the five -- in the long term to be expanded? Kind of wondering what we are going to end up with long term in this location if we are not going to have any access anyways, it just kind of -- no disrespect to ACHD, it's a wonderful dirt lot for a lot of campaign signs that people put up, but it would be nice if it wasn't just a vacant dirt parcel for the next 30 years, but I don't see what else you could do with it, since there won't be any access to it.

Hopkins: Mr. Mayor, I agree. I think it's just one of those -- it's a piece of ground that they have held to make sure that if they need to expand Eagle Road there or possibly add more stacking for right turns that -- it would be available. I --

Simison: It's a lot of land. Is there a chance so you guys could purchase some land and shift your buildings -- I'm sure you would love more corner frontage then -- I don't know that we can solve this tonight, but it's going to be a long term eyesore if -- under this scenario. That's my comment. Not a solution, so -- Council, any additional comments, not solutions, for the applicant?

Borton: Mr. Mayor?

Cavener: Mr. Mayor?

Simison: Councilman Borton.

Borton: Yeah. If this wasn't already annexed it's a different conversation perhaps, but that ship has sailed. The parcel itself is already in the city. Stephanie, are there any -- I missed it if it's in the -- in the application, but are there any left-ins or left-outs on Franklin from this?

Hopkins: Mr. Mayor, Councilman Borton, no. The only access will be via Olson Avenue. The driveway that we are proposing is going --

Borton: I guess that's what I mean. Left-in to Olson or left-out of Olson.

Hopkins: Correct. I'm not remembering offhand. I believe that we are proposing a left-in, which is one of the -- or left-out, which is one of the reasons that ACHD had to modify their policy. Our access is a little bit closer to Franklin than they would normally permit. So, that was something we worked with ACHD staff on to kind of coordinate. Maybe Sonya remembers or has the staff report handy.

Borton: I thought it would be a right-in, right-out, but their condition allows a left-out or a left-in of this?

Allen: Mr. Mayor, Councilman Borton, I believe ACHD approved a full access. I don't believe there was any restrictions associated with it. They did approve, as Stephanie said, a modification to policy to allow the proposed access.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Just curious, how -- how close is -- like how close is it from the too close? It just seems interesting that --

Allen: I can look it up, if you would like to know what's in the ACHD report.

Borton: I'm just curious if it's, you know, five feet or --

Hopkins: Thank you, Sonya. I don't remember. I think -- Mr. Mayor, Councilman Borton, I believe it's 20 feet or something like that, but don't quote me, I can't remember for sure.

Borton: But they have approved it. Okay. That's good, Sonya. I'm just -- just curious if it's a matter of feet. A nominal amount. It seems oftentimes that type of request is denied.

Hopkins: Yes.

Borton: Thank you.

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

Hopkins: Thank you.

Simison: Mr. Clerk, any signed up on this item?

Johnson: Mr. Mayor, no.

Simison: Okay. Is there anybody present who would like to provide testimony on this item, either in the audience or online -- if you are online you can use the raise your hand feature. Come on forward. If you can state your name and address be recognized for three minutes.

Billaud: Hi. My name is Laurie Billaud. 192 West Lockhart Lane, Meridian, Idaho. Just heard about this. I think it's a wonderful idea. I do have concerns with the left-hand turn lane right before Eagle. That seems like it's a -- an accident waiting to happen and I also agree with you that maybe instead of an impact fee type of situation that they can put in that they need to do low growing shrubs and some type of -- something there that's low -- like little to no maintenance, so at least it keeps the city looking nice.

Simison: Thank you. Council, any questions? Would the applicant like to make any final comments? Applicant waives.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Happy to kick off the discussion. It's already a permitted use. It feels like a new DA agreement makes good sense. I thought staff's proposed mitigations for the extended stay hotel made good sense. I share the concern about the left-out so close to Eagle Road, but, you know, we are not -- we are not the authority that determines that. I am very surprised it was granted approval though, just based on what we have seen. It doesn't feel like, you know, the city has a role in discussing that further, unless - I know ACHD is here, if they just wanted to throw it out if they had comments about that particular aspect.

Inselman: Mr. Mayor, Members of the Council, for the record Kristy Inselman, planning supervisor with ACHD. So, this particular application -- that access on Olson is existing. When we looked at this application it was specifically for the new driveway access that they were asking for, so we didn't address the existing full movement on Franklin, but I did a quick measurement on my computer and it's about 760 feet from the intersection from Eagle to Olson and our -- for a full access it's 660. So, they are over a hundred feet away from a full access that would be allowed on an arterial.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. We appreciate that. It was very enlightening. Thank you.

Simison: Kristy, any chance that we can get anything done with that corner long term? Is that a conversation you can take back to -- because I mean even if he made a retention pond, at least you put landscaping kind of around those.

Inselman: Mr. Mayor, I'm happy to take that back to my leadership if there is a request for that. I did also check quickly on our 20 year plan and this intersection is not in there. That doesn't mean that there is not potential for that to be widened in the future, but I'm happy to take something back to my leadership. I don't get paid the big bucks to make that decision this evening.

Simison: Thank you.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I was always wondering what could possibly be put at this location. So, I'm glad to see there is a good use and I love a good carwash and I would think that if you are going to invest the kind of resources to put a carwash in, you know how many cars are going through there and how many trips you can get in there. So, I think it's a good -- a good project. I would make a motion to 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. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Parsons: Mr. Mayor, if I -- this is Bill. May have a moment? Had a chance to talk with the applicant a little bit more. I have asked her to also go back to her client and see if they would entertain entering into a license agreement with ACHD to incorporate that corner into their design or at least agree to maintain it as they operate their business. So, that is an opportunity where that discussion could maybe happen and we could get some type of improvement on there, at least have it maintained, so it does enhance the overall corner in that area.

Simison: Thank you. I think it will be a benefit to the business as much as anything else.

Taylor: Mr. Mayor?

Simison: Mr. Taylor. Councilman Taylor.

Taylor: For a motion for approval, I would move to approve File No. H-2023-0064 as presented in the staff report for the hearing date of March 12th, 2024.

Little Roberts: Second.

Simison: Have a motion and a second to approve Item H-2023-0064. Is there discussion on the motion? If not --

Allen: Mr. Mayor, may I clarify? Did -- was that motion intended to include Mr. Parsons' comments about a license agreement? Just clarifying your motion, please. Thank you.

Taylor: A revised motion. Mayor Simison.

Simison: Councilman Taylor.

Taylor: I move to approve File No. H-2023-0064 with a modification for the potential for a license agreement for that parcel. Does that work?

Simison: Second agree for discussion? And I guess I'm going to turn to legal counsel. I mean is -- are we asking -- just for clarification. If they don't do a license agreement that's okay in that motion.

Nary: Mr. Mayor, Members of the Council, that's the way I took it. This was just simply a direction for them to do that, not a requirement for them to move forward. Just to have an agreement.

Simison: Just so everyone's on the same page moving forward, so -- okay. All right. And we have second agrees as part of the discussion. If not, Clerk call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you and good luck.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

3. Public Hearing for Stonehill Church (H-2023-0041) by Stonehill Church, located at 799 W. Amity Rd.

- A. Request: Development Agreement Modification to the exiting Development Agreement (H-2015-0019, Inst. #2016-007090) to allow for the development of a church on a portion of the property and removal of that property from the original agreement for inclusion in a new agreement.
- B. Request: Rezone of 13.36 acres of land from R-4 to R-8 zoning district.
- C. Request: Conditional Use Permit for a church on 13.09 acres of land in an R-8 zoning district.
- D. Request: Preliminary Plat consisting of 4 building lots on 65.43 acres of land in the R-4 and R-8 zoning district.

Simison: Okay. Next up is Item 3, a public hearing for Stonehill Church, H-2023-0041. We will open this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application before you is a request for a development agreement modification, a rezone, a preliminary plat and a conditional use permit. This site consists of 65.43 acres of land. It's zoned R-4 and is located at 799 West Amity Road on the south side of Amity midway between Meridian and Linder Roads. This property was part of the area included in the south Meridian annexation area in 2015. A development agreement exists for this property that requires an amendment to the agreement prior to any future development on the site.

The Comprehensive Plan future land use map designation is low density residential. The applicant is requesting a modification to the existing agreement to allow for the development of a church on the northeast portion of the property and removal of that property from the original agreement for inclusion in a new agreement just for the church property. The remainder of the property will continue to be governed by the existing development agreement. A rezone of 13.36 acres of land is proposed from the R-4 to the R-8 zoning district for the development of a church, which requires a conditional use permit in the R-8 district. A preliminary plat is proposed consisting of four building lots on 65.43 acres of land in the R-4 and R-8 zoning districts for Stonehill Crossing Subdivision. The preliminary plat is proposed to develop in one phase. The reason the property is proposed to be subdivided at this time is to create a lot for the church to develop on the remainder of the site. Except for the lot where the existing home is located to the south of the proposed church is proposed to be resubdivided in the future prior to development. Transportation improvements proposed for the subdivision consists of construction of a collector street from Amity Road to the southern boundary of the site and a roundabout at the Amity collector street intersection in accord with the master street map and the widening of Amity Road. The church is proposed to develop on Lot 1, Block 1, and that is this lot right here, if you can see my cursor. The existing home on the east side of the proposed collector street is proposed to remain on Lot 2, Block 1, and that is this slide right here. Lot 3, Block 1 and Lot 1, Block 2, are proposed as mega lots to be further resubdivided in the future prior to development and that is this whole area here and this area here. Another existing home on the west side of the collector street is proposed to remain for the time being on Lot 1, Block 2, and that is in this general area right here. Access is proposed for Lot 1, Block 1, the church, via two driveway accesses from the collector street and an emergency only access driveway from Amity Road. The existing home on the east side of the collector is proposed to be accessed temporarily through the church property. Subsequent access is proposed from a local street at the east boundary via a flag. The UDC limits access points to collector and arterial streets to improve safety and ensure that motorists can safely enter all streets, unless otherwise waived by City Council. Further, the UDC requires all subdivisions to provide local street access to any use that currently takes direct access from an arterial or collector street. For this reason staff recommends a local street is provided between the church and the existing home to provide access to both uses and the accesses via the collector are removed. So, again, this is the existing home. The church. This is where the local street is proposed right through here. The applicant is requesting approval of a waiver from Council for the two proposed accesses via the collector street. A temporary access is proposed via the collector street for the existing home on the west side of the collector street, since no development is proposed on that lot at this time. If that home was retained in the future resubdivision -- excuse me -- retained with the future resubdivision, local street access should be provided. The applicant does have a concept drawing that they are going to present tonight that shows only one access to the collector and a local street as recommended by staff between these two lots. The Caulkins Lateral lies on the western portion of this site within a 56 foot wide easement and the Bell sub lateral lies along the east boundary of the southern portion of this site within a 50 foot wide easement, 25 feet on each side. A 25 foot wide street buffer is required along Amity Road and a 20

foot buffer is required along the collector street landscaped per UDC standards. A ten foot wide detached sidewalk is required along Amity and a five foot wide detached sidewalk is required along the collector street. A ten foot wide multi-use pathway is required along the Caulkins Lateral in accord with the pathways master plan. The applicant is requesting deferral of several improvements typically required with a re -- excuse me -- with a subdivision until such time as Lot 3, Block 1, and Lot 1, Block 2, is resubdivided in the future as follows. And, again, that's this whole area west of the collector street and this lot right here around the existing home south of the church. So, these are the items requested for deferral. Street buffer landscaping and a ten foot wide sidewalk along Amity Road west of the collector street. The multi-use pathway along the Caulkins Lateral. Open space and site amenities for the residential development. Piping or improving the laterals that cross this site as a water amenity or linear open space. And closing of the existing farm access and irrigation district access by Amity Road west of the collector street. A conditional use permit is proposed for a 52,000 square foot church on 13.09 acres of land in an R-8 zoning district. Compliance with the specific use standards in the UDC for church uses is required. The church is proposed to develop in two phases as shown on the phasing plan. The first phase will consist of approximately 40,000 square feet and the second phase will consist of approximately 12,000 square feet. Access to the site will be determined by the -- excuse me -- with the associated preliminary plat by the city and ACHD. Off-street parking is required in accord with UDC standards. A minimum of 104 spaces are required, approximately 710 spaces are proposed at build out. Conceptual building elevations were submitted for the proposed two story structure as shown. Building materials consist of a mix of stucco, vertical rough sawn architectural wall panels and corrugated painted metal panels in horizontal orientation. These elevations have not been reviewed for compliance with the design standards in the architectural standards manual and are not approved with this application. Review will take place with submittal of the design review application with the certificate of zoning compliance application prior to submittal of a building permit application. The Commission recommended approval of these applications. I will now go through a summary of the Commission hearing. John Rennison, Rennison Design, the applicant's representative, testified in favor. No one testified in opposition or commented on the application. Written testimony was received from the applicant John Rennison. Key issues. There were really -- really no items of discussion. There was no public testimony. Key issues of discussion by the Commission were as follows: The applicant's request for deferral of improvements typically required with the subdivision. The applicant's request for removal of the Condition No. 2.1G requiring a local street to be provided between Lots 1 and 2, Block 1, for access to the church and existing residents. The Commission did not make any changes to the staff recommendation. There are a few outstanding issues for Council tonight as follows: The applicant's request for deferral of certain improvements typically required with the subdivision as I noted. The applicant's request for removal of Condition 2.1G requiring a local street to be provided between Lots 1 and 2, Block 1, for access to the church and existing residents. As I mentioned, the applicant does have a concept drawing that he is going to present to you tonight that does show that local street and from what I understand they are willing to put that in tonight. And, then, finally, the applicant's request for a waiver to UDC 11-3A-3A1 to

allow one access via South Oak Briar Way, the collector street. No written testimony has been received since the Commission hearing and the applicant is here to present tonight. Thank you.

Simison: Thank you, Sonya. Council, any questions for staff? Okay. Thank you very much. Would the applicant like to come forward? Good evening. Can you state your name and address for the record, please?

Rennison: John Rennison at 2025 East Riverside Drive in Eagle. Thanks very much for the opportunity to visit with you guys. A little too -- if you can't hear me here I will step up. Okay. Well, Sonya, thank you very much. She pretty much covered it. There are just a couple things that we sort of have outstanding. I want to take a few minutes go over them with you and orient orientate you a little bit and -- and we can delve in just a little bit and, then, we will -- I also want to let you know that Doug Connelly is here tonight also. He wanted to say a few things after we cover the technical stuff. He is the pastor of the church. Okay? We would like that opportunity as soon as we are done talking about the technical stuff. So, let's see. If we could hit access first it would be great. Sonya, if you could pull up the -- that little exhibit we worked on today. Yep. Perfect. Okay. So, to clarify the access, one, so the original design here that we did that we produced is -- is to -- well, let me step -- step back a couple things. A couple steps here for you guys. So, this piece of property has been graciously donated to the church and we have been working for a couple of years here to get to where we are in front of you guys tonight. One of the catalysts for the -- for the -- to get the church going here is, obviously, the rezone, we need that and CUP for the church, but also the preliminary plat and with the preliminary plat comes the rest of the typical subdivision improvements. One of them is the build -- the request was to build collect a road that runs kind of north-south through the development. It starts at Amity and then -- and goes to -- clear to the southern end of the property. So, one of -- kind of your typical requirements. So, we are okay with that. And, then, in designing the access to the site we wouldn't, of course, take direct access off of Amity, but rather off of the collector. So, with the church parcel being so large, you know, it encompasses, you know, the -- the northeast quadrant of his overall development moreover and so we border really Amity Road and the collector road. So, there is really not another option for us really, but to take access to the collector road and so on number one here where it says full access driveway -- so, our request still stands. Can we -- could you guys give us a waiver to allow us to -- allow the church to have direct access to the collector road at that location? Okay? So, that's one. Our original request was to take a secondary access to the church and for the church only at location number two on the map here. Okay? So, that one, in working with Sonya, she said, hey, we really -- you know, we really need or prefer to have local street access to collectors and so at this location it would probably be better if we considered a local roadway and make some kind of local roadway improvements, have the church take access to the local roadway and, then, to the collector. Okay? So, when we were at P&Z at that time we said, hey, we are not quite sure that we wanted to have a roadway right there between the existing house and the church and so at that time we made a -- we made an -- a suggestion for another way to deal with this, which was -- Sonya, do you happen to have that exhibit that we

did at the P&Z? That one had the flag lot access? While she is looking for that there is the -- in your staff report, Item 5 -- that's 5-B -- there is two 5-Bs. The bottom one. It talks about a flag lot access to the existing residence on Lot 2, Block 1, coming off of that cul-de-sac. So, that's what we suggested as an alternative for -- and if we don't have that exhibit that's okay, but we threw out an idea to P&Z and P&Z said, you know, I think we are going to punt on this issue. We might like to see a road. So, we have talked internally with the church and -- and together with -- with the property owner to the south and have just concluded where they could put this roadway in and do what we just kind of covered, which is extend the roadway to the east side of the -- of the -- of the existing residential lot that would remain -- take access through the -- to the local road from the church. So, that's kind of where we stand. I wanted to bring that other option up in case you guys thought that other option would be a better idea. We are good with either at this point. Okay? So, be clear with that. So, any questions on the access?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I will try to track. I would love to see it. See, the condition, I see the narrative in 5-B.

Rennison: Yeah. That's the last item.

Taylor: Yeah. It looks -- there we go.

Rennison: So, this is -- so, the concept -- I will explain this one. It's worthy of a few minutes. So, the idea here was that we would -- the primary access to the church would be to the collector and only for the church use; right? And -- and, then, the existing home would -- would temporarily take access through the church parcel and, then, on to the collector. Okay? And when the rest of the property develops -- understand we are not building the rest of the subdivision and we are not really here to talk about that, to be clear, but this map shows, you know, a -- an idea of how it could develop into a residential subdivision and at that time, then, the -- the -- the existing home could take access through the cul-de-sac there on Street K. That was the idea and that was the -- it's an idea still on the table, frankly, if you guys thought that might be a better way to go. We are open to either one. We can either punch a local road through or we could pursue something that looks more like this. We are good either way.

Simison: And the yellow on the east side of the church property is that to allow access to that road at that point in time as well?

Rennison: Correct.

Simison: Okay. Council, any questions or comments on that at this time?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Sonya, can you comment on the slide that's on the screen. Trying to track the staff report comments, concerns.

Allen: Yeah. Staff -- staff isn't necessarily against this plan, but it will require a waiver from Council for two accesses to a collector street and our code requires that access be taken from a local street, unless otherwise waived by Council.

Borton: Okay.

Allen: So, it would -- it would require that existing home lot to be modified to include a flag on it.

Rennison: And, of course, we understand, you know, those issues and, like I said, I think we are good either way, whatever the Council's desire would be on this topic we can -- we will go that direction. So, very -- at a minimum we do need the waiver for the north access point that is crucial for the development. So, we would appreciate consideration of that. Very good. Then I want to just touch on the deferral items. Okay? So, we have -- again, the subdivision here is precipitated by the need to, you know, get a lot for the church parcel and so the discussion -- with early planning discussion with staff was that, well, maybe we will go ahead and plat the entire property. You know, as the church -- church lot, the lot for the home and, then, sort of the couple jumbo lots, right, to really -- before we come back to you folks to -- for reconsideration on how they -- how they get developed. And, then, at that time, of course, you would have the opportunity to continue to work on all the rest of the normal requirements for standard subdivision improvements; right? So, some of the waivers we are asking for, the typical residential subdivision amenities, some of those things. The -- the other waiver we are requesting for a deferral, if you will. Not really a waiver; right? Just like -- I mean thank you for pointing that out. Not a waiver. A deferral. The frontage improvements on Amity; right? So, this project intends to fully complete its frontage for the church parcel on Amity. So, meet all the standard requirements for landscaping, sidewalks, et cetera. We will build all those once we get to the -- the -- I never remember the -- never remember the name of that lateral. The Caulkins Lateral. Once we get to that and further west we would like to defer those improvements. So, they -- basically, they could be done at the time the subdivision -- or further subdivision on that side of the lateral. So, all this subdivision deferral items -- there is -- there is not that many, but there is a few. We would like those deferred at this time, if you could, please, consider that. Noted on 5-B for outstanding issues for the Council to consider -- at the very last sentence of that Sonya did note that, you know, sort of another alternative would be to phase the plat. So, again, we thought it would be okay to sort of plat the whole property as a jumbo lot, allow them to come back for resubdivision with you folks to look at it and that's why we are doing the deferral. To avoid the deferrals we could

phase this subdivision. So, it's kind of a choice point there. Right now our application in front of you is for deferral and plat the whole property.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: On that point which is easier to track, a deferral or phase to ensure the improvements are put in at the right time? If there is an easy -- if one is easier than the other.

Allen: A deferral is fine to include provisions for such in a development agreement. It doesn't matter really. Either way. Same result. Thank you.

Rennison: Are you good? So, that's the main discussion on the deferral items. I just wanted to point those out and be super clear with you guys how that all came about so you know and, then, you know, the last item -- or I guess got a couple more items. One I want to just clarify that we are aware of the -- the roundabout that would -- that would occur at Amity and the intersection of our collector road Oak Briar Way and we are -- we are dedicating -- they are intended to dedicate the right of way for that and so -- so that's -- that -- the right of way portion is taken care of and, of course, the -- the improvements -- you know, we are accommodating those already in our site design for this project. Okay? Let's see. Then the next item -- I just wanted to address the sewer for you guys. The sewer -- sanitary sewer. So, we have been -- we have a plan and it's actionable and we have been working with Hawkins Companies, who owns the property at this southwest corner and northwest corner of Amity and Meridian. Okay. There is -- I believe there is applications that are live -- for Syringa Crossing. If I have the name right. And so I have been -- I have been working with Paul Stevens at Hawkins for, oh, probably a couple of years on this working on that -- to plan -- to master plan the sewer and, you know, really working with city engineering staff to plan the sewer. This property happens to be right on a sewer shed, so west of the Caulkins wants to go drain to the -- to the west and, then, this property, the church probably, really wants to drain to the east and so it really drains back to the -- the Hawkins property. So, it's well planned, it's coming together, worked with Paul, we have a program in hand on how we will get access to the sewer. It needs to be constructed through them to Amity and, then, up Amity -- Amity to our project. So, we are prepared to undertake that work and there is an e-mail on record from Paul Stevens that sort of identifies that, so that issue is handled and, then, I believe that's all I want to cover technically. Next I want to introduce Doug Connelly to come up and say a few things. Before I do that, though, I want to ask if I can address any other technical questions.

Simison: Council, any additional questions at this time? Thank you.

Rennison: Thank you. Have Doug come up.

Simison: Good evening, Doug.

Connelly: Good evening, Mr. Mayor and Council Members. City staff. Thank you, Sonya, for all the hard work you guys have done and we do appreciate that. Again, my name is Doug Connelly, I'm the lead pastor at Stonehill Church, and we are meeting at Mountain View High School and we are about eight years old and it's just -- it's a blessing to be in Meridian. We love this community. I live here. And we are excited for this building for -- for many reasons. One, obviously, for our congregants and the people that attend Stonehill and just very blessed to have a place where we can kind of put a stake in the ground and say this is where we are, we are staying, even though we are eight years old, but just to let the community know we are here. But also we just want to continue to be a light to our community and to serve and to share one of our -- one of our core values as Stonehill church is that we love our community and we are about our local community and so we do our best to serve and do things and resource as much as we possibly can to help the city and the Treasure Valley and we believe that with this building we are going to be able to do more of that and to be able have a home base to be able to do that. So, we can't wait for that. We also -- I live in south Meridian and I also know there is not a lot of meeting places in south Meridian, a lot of places it's new, it's growing, a lot of houses are coming in as you know. So, we also seized an opportunity to be able to be a place for the community, to -- not just for our church, but for the surrounding community and so I know there is houses going up all around and as he said before, we have been waiting on sewer and you guys know this, I have talked to many of you about this. We have been waiting for sewer it feels like forever, but we are so thankful for the opportunity and our path forward in this and so, again, thank you for the opportunity tonight. We are excited. We can't wait to see what's going to happen and -- and we really appreciate you and this committee. Thank you.

Simison: Thank you, Pastor. Council, any questions? Just right on cue is Mr. Stewart walks in. I'm sure he is just here to talk about the wonderful sewer plans for this property. That wasn't one you -- you really don't need to talk, unless you want to. All right. Mr. Clerk, did we have anyone signed up on this item?

Johnson: Mr. Mayor, we did not.

Simison: Okay. Is there anybody present that would like to provide testimony on this item, either in the room or online? And seeing nobody that would like to provide testimony, Council, would you like to have any further conversations or comments before we ask the applicant if they want to make any final comments?

Little Roberts: Mr. Mayor?

Simison: Council Member Little Roberts.

Little Roberts: Mr. Mayor, I just feel like I should put it on record that I do attend Stonehill. Doug and I had some early early conversations prior to my being on Council, just mostly giving direction regarding who he could talk to at the city and -- but I feel where I'm not involved in the operations, haven't been involved in anything that I can be fair and -- and make a clear decision.

Simison: Thank you. I have attended Stonehill and I watch online quite frequently from that standpoint and I have had several conversations about sewer particularly so it was great to see that that issue has a path forward. But have no relationship otherwise. Okay. Would the applicant like to make any final comments at this time?

Rennison: I need to grab my pen that I left up here, but I do want to just open myself up for any other questions if you need to have any clarity. If you need clarity on anything. But, otherwise, I will take a seat.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Would you mind going through the plan to build the local street? I think we went through the flag idea briefly in detail, but I don't know, Sonya, if you are able to pull up that slide. I think it's -- the flag idea is fresh in our minds. We can sort of compare it.

Rennison: Yeah. Happy to. I will wait for the slide to arrive if that's okay. No pressure. So, with the -- maybe I will open it up, but while she is pulling that back up. The local street -- you know, there was a couple -- there are a few little complications with it. Not to say we can't work through them, but there is a fairly significant gray differential between the residential, the home, and the -- where the church property is there is -- there is an embankment there and -- and, then, there would just be a road right between the house and -- and the church. So, that's really the core reasons why we are offering an alternative to not building a road there, was to be able to just -- I like the design better personally and we felt that we could address, you know, substantively, the -- does it meet the design intent by taking access south -- to the collector road south of the existing home and so those are really the core reasons why we are asking for an alternative here. Now, you know, staff had commented, hey, we are asking for waivers for two roads -- or two access points to a collector and thus, then, we said, okay, you know, we can -- we certainly need one, because we really don't have another alternative to -- to that one -- to the northerly one, but the southerly one, you know, a road could be built there and so it would -- it would basically just, you know, create an intersection there, would stub out -- the road out to a point where it would be on the eastern side of the proposed Lot 2, Block 1, which is the existing house and, then, we would put in a temporary -- or a sort of -- a Fire Department turnaround of some sort. We still need to perfect that. But there would be a design that would, you know, pass everybody's approval and there would be some sort of turnaround and, then, we would probably likely enter the -- the church property -- church parcel from that -- that turnaround and so we would need to redesign the church a little bit here. Of course, the full design of the church -- and we will be -- we will be back to discuss that and design for CZC and so forth. But right now it's just -- the conditional use permit is for -- just the use, right, and so I wouldn't get hung up on, you know, can we accommodate the design with the road. We can, you know, if we -- if we needed to, it's just that, you know, the other -- there is two alternatives and in the future, again, for this alternative, the -- the road would stub probably further south and that's what the dashed lines are with -- a road

would stub south and tie into this future local street that would be planned and so that would be the -- you, know how the traffic would flow. To answer that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I think I understand what you are saying. So, you build the local street here toward where the fire turnaround is and, then, the extension would come later in a different phase it sounds like.

Rennison: Yes.

Strader: Yeah, just run -- Mr. Mayor, if you will permit me to make a comment. Yeah. What I like about this design is it feels a little more connected to me, compared to kind of just adding a flag and, then, not -- you kind of have two different disconnected pieces of the ultimate subdivision if you look at the property as a whole. So, I -- you know, that's just one piece of feedback. I -- I personally am leaning toward a local street. I just -- I think it will result in a more connected neighborhood. So, I appreciate -- you know, that's important to me. I don't know how other Council Members feel, but I appreciate the -- the flexibility around trying to accomplish that.

Rennison: Very good. Yeah. And, again, you know, we are -- we wanted to develop this idea, so we had choices and so, really, again, we are -- we are good either way.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: To that point I think Council Woman Strader is spot on. I -- I tend to agree and, John, you do a great job. The ability to provide this flexibility. The local street. The policy that we have. You can meet it. It's there for a purpose. I don't think it necessitates waiving it. Having two accesses understandably seems appropriate, too. But I tend to agree that the local street of the two options is probably the better long-term solution, understanding that you will make some adjustments to make that work. So, just my thoughts on -- for and hearing the testimony today and the deferral -- if it doesn't make a difference I understand the reason for the deferral and I don't have any concern over that request as well. It seems appropriate in this circumstance, so --

Rennison: That sounds great.

Borton: Good work.

Rennison: Thank you very much.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Yeah. As I -- it's kind of interesting that they presented two options that you could live with and let us choose. I'm not sure I want to be in that position, but I'm going to agree with Council Woman Strader. I -- in looking at the two back and forth it seems like it's a better -- better approach and I like that very much, so -- also just -- I think it's great to have a church in this area. I appreciate it. Pastor, your comments about it kind of being a community center free for the city, but it's a great place for congregating and gathering, so I think that's -- grateful to see that going up there. But, yeah, I think it's a good -- good project.

Simison: Council, any additional questions or comments with the applicant? Okay. Thank you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: If there is no further discussion or questions -- well, maybe there is going to be discussion, but we will do step one and close the public hearing on H-2023-0041.

Strader: 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: FIVE AYES. ONE ABSENT.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: This application as presented -- again, John's done a great job. It's the right use in the right spot. I think it fits, it makes sense and is going to be a -- certainly an asset to the -- this area of our community. The DA modification and the CUP all seems to fit and the conditions are appropriate. So, staff's done a great job in outlining it. My thought on the -- the items at issue, I think the waiver of the two accesses on Oak Briar is -- is appropriate as noted. The deferral of the improvements in 5-B in the staff report, that staff's indicated they can manage and address also seems appropriate under these circumstances and the local street option being the second access to Oak Briar that's presented -- it's actually on the screen now -- would be the appropriate second access as presented, rather than the flag lot option. So, I think those were the outstanding issues before us and would be inclined to approve it with those responses to the -- to the conditions.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: If that was a motion I would second the motion.

Borton: It was just -- I didn't want to rush discussion. Mr. Mayor?

Simison: Councilman Borton.

Borton: I move we approve H-2023-0041, inclusive of the deferral and conditions as addressed in my comments just moments ago.

Strader: Second.

Simison: Have a motion and a second. That works for staff the way Mr. Borton did that? Okay.

Borton: We good?

Simison: All right. Is there discussion on the motion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you very much and good luck on the next phase.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

4. Public Hearing for Avani Neighborhood (H-2023-0049) by Conger Group, located at Southeast of Franklin Rd. and Black Cat, North of I-84.

- A. Request: Annexation of 35.086 acres of land from RUT to the R-15 (Medium High Density Residential) zoning district.
- B. Request: Preliminary Plat consisting of 256 buildable lots and 25 common lots on 33.71 acres of land in the proposed R-15 zoning district.

Simison: Council, need to take a break or are we ready to go? All right. We will keep going. All right. With that we will move on to Item 4, which is a public hearing for Avani Neighborhood, H-2023-0049. We will open this public hearing with staff comments.

Hersh: Good evening, Mr. Mayor and Members of the Council. The applicant is here to present their project for Avani Neighborhood. The applications that are before you are for annexation and zoning and preliminary plat. The site consists of 33.71 acres of land, zoned RUT in Ada county, located at the southeast corner of Franklin Road and Black Cat, north of I-84. History on the property is none. The Comprehensive FLUM designation is medium high density residential. The applicant proposes to annex 35.214 acres of land with an R-15 zoning district, which is listed in the zoning district compatibility matrix in the Ten Mile Area Plan as one of the best choices for the zoning in the medium high density residential designation. The property is designated medium high density residential in the future land use map and is located within the area known as the Ten Mile Interchange Specific Area Plan. Medium high density residential areas are recommended to develop primarily with relatively dense multi-family housing, such as row houses, townhouses, condominiums and apartments. Not all single family attached and detached homes as proposed by the applicant. These areas should have a mix of housing types that achieve an overall average density target -- target rate of 12 dwelling units per acre, with densities ranging from eight to 15 units per acre. The proposed development incorporates a mix of single family attached and single family detached homes resulting in an overall gross density of 7.59 units per acre and consistent with the target density desired and, then, medium high density residential FLUM designation for the Ten Mile Area Plan. Townhomes should be included in this development to be more consistent with the plan. However, the property to the east has approval to construct a 515 unit multi-family development to offset the need for additional multi-family in the area. Mixed employment areas are also entitled or in the development process to the west, south and southeast. So, it is conceivable that this development may provide additional housing options for these employment areas. The Ten Mile Interchange Area is intended to look, feel and function differently than a typical residential subdivision. It operates as a form based specific area plan. We will design the built environment as the primary review element and is intended to work in conjunction with the land use and zoning designations. These design elements should not be treated as a checklist, but used to implement an overall vision and support a traditional neighborhood design desired by the plan. Out of the 256 single family units only ten are alley loaded. The others are all front loaded with the living area either at the same plane or behind the garages away from the street. A few of the units have usable porches that might meet the guidelines. No porches are proposed on the side for kids. All units have single two car garages -- garage doors, not separate doors. The proposed elevations do not meet the design criteria, but encouraged building entrances to be situated close to the street primarily due to the garage dominated nature. Elevations for the alley loaded units were not submitted with the application, making it difficult for staff to determine if they comply with these guidelines. Staff believes that the plat should incorporate more alley loaded lots. However, the applicant believes there isn't a market for this type of housing and has elected to limit the number of alley loaded homes to ten, which is inconsistent with the plan. Shorter block length and narrower streets help build a greater sense of community. As proposed these lots are narrow and garage dominated, creating more driveways and less treelined streets along the primary streets, which contradicts the traditional neighborhood design principles. More alley loaded homes would enhance the streetscape for this development and ground the front

porch to the primary street per the plan. Some of these design elements are not required by the UDC as envisioned by the plan, therefore, the applicant requests that the Council allows some deviation to these design elements. A preliminary plat is proposed consisting of 256 lots -- building lots and 25 landscape lots, six common driveways and two alleys and one nonbuildable lot on the 33.71 acres of land in the R-15 zoning district and proposed lots -- lots range in size from 2,436 to 5,357 square feet, with an average lot size of 3,584 square feet. The subdivision has proposed to develop in three phases as shown in the preliminary plat. The applicant is currently collaborating with the property owners directly to the south and east to complete the collector street connection to Black Cat. The city desires to have the street dedicated and constructed before residents occupy the homes in this development. A minimum of seven points of site amenities are required based on the area of single family residential development. Qualified amenities should include features listed in the UDC. A large park that includes a children's playground with a play structure, swings, climbing rocks and a climbing dome, seating benches within a safe fenced area, two pickle ball courts and fenced dog park is proposed, which meets the minimum standard. A ten foot wide regional pathway along that Black Cat Road and Vanguard Way consist of approximately 2,500 linear feet. Additionally, the five foot micro pathway running north and south on the east side of the property spans a thousand linear feet. Overall the proposed amenities exceed the minimum standards. Staff recommended denial to Commission of the proposed annexation and preliminary plat as proposed -- as the proposed project does not align with the purpose and the intent of the Ten Mile Area Plan as outlined in the analysis in staff's report in accordance with the findings. The applicant has been -- has been made aware of staff's concerns and has elected to forego some of staff's recommendations to gain a favorable recommendation. Staff's repeated suggestions for the applicant to apply for a Comprehensive Plan amendment to better align with the design criteria in the Ten Mile Area Plan -- the applicant showed no interest in pursuing the recommendation. However, Council should rely on all relevant information when determining if this project is consistent with the plan and open to allowing deviations from design elements as desired by the applicant. City Council recommended denial of the project. Summary from the city -- of the commission -- or I'm sorry. Commission recommended denial of the project. Summary of the Commission public hearing. In favor was Hethe Clark. In opposition there was none. Commenting was Hethe Clark. Written testimony on this project was none. Key issues were none. Key issue of discussion by Commission. Meeting the target density for the project. Does the annexation request before the city fit the vision of the community and what the city is trying to accomplish in this area. The spirit of the Ten Mile Area Plan is to provide something different, not the same characteristics as you find everywhere else in the city. The project lacks the design elements required within the Ten Mile Area Plan. Condition changes to staff's recommendation were none. Outstanding issues are none. Written testimony since Commission hearing are none. And that concludes staff's presentation and I stand for any questions.

Simison: Thank you, Stacy. Council, any questions for staff?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Thank you. And, Stacy, I had one question. In the staff report it said there is -- there is no flexibility in the -- the design elements for the plan. Can you help me understand -- it's -- if it's a comprehensive plan I understand it helps give us guidance on how we want to see the city develop, but why is there no flexibility and what -- really what does that mean? We say there is no flexibility in the design elements. Because it seems like that sort of the crux of maybe the staff recommendations is how these -- how it's, you know, being designed, being laid out. So, I just want to understand why we would use those terms there is no flexibility and really what does that actually mean?

Hersh: Mayor, Councilman Taylor, so those words were actually written into the Ten Mile Area plan exactly like that. So, staff included them in the report.

Parsons: So, Mayor, Council, I'm happy to elaborate a little bit more on that topic. If you had a chance to -- if you read the plan where Stacy and I are in that plan quite a bit with applicants, there is always -- I think as Stacy mentioned in her presentation to you the Ten Mile Plan is supposed to be something different, something unique. A set of guidelines and principles that all the landowners that develop in that area would adhere to and follow and those would be the guiding principles that you, staff, the city would use to guide development in that area. Now, we realize sometimes, as you heard in the previous presentations tonight, sometimes things don't always align with everyone's vision and the Comprehensive Plan is a visionary document. So, you have -- you have to balance that policy versus code and that's what we try to do in our presentation and our staff report, Commissioner -- or Councilman Taylor, is that we are trying to walk that fine line. We realize we may not be able to hit all of those targets and meet that mark, but we have to get closer than what's before you this evening and so that's why we bring that to your attention. The idea was this area would be a form based design concept out here, something different than our typical zoning ordinance that we have and usually that's why you see such stringent requirements in our Ten Mile Area Plan above the other comp plan policies, because we want these to be walkable. We want these to be tree lined streets. We want narrower streets. This is -- this area is meant to act as its own little mini city, not to leave the area and go home to your suburban home in Meridian, it's for you to live, work, and play in this area. In order to do that you have to have many of those design concepts that we have asked for in the staff report.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think what might be really helpful, if it's possible for planning staff, just because we have newer members of Council and to refresh everybody's memory, when was the Ten Mile Specific Area Plan approved? What was the process that we went through? Certainly we have made some small exceptions to the Ten Mile Area Plan since I have been on Council, but we have been very strict about adhering to the

plan, at least since I have been on. But maybe just sort of an overview of the process that we went through.

Parsons: Mayor and Members of the Council, Council Woman Strader, happy to do that. So, this plan was adopted in 2007. So, it was -- again, it was pretty ambitious. That's -- when I started with the city, so it was just newly fresh to the city at that time and through -- went through a rigorous process, a lot of stakeholders, a lot of developers, a series of meetings over the years to get it right. Two year process to adopt this plan. So, all of that context is found in the Comprehensive Plan and these were the set of principles that everyone agreed to adhere to. Now, I would mention that the plan did have other steps to follow after the adoption of the plan and that was to amend the ordinance appropriately, come up with design concepts that could be codified and I can tell you those changes have had -- have happened incrementally over the years, so they weren't -- the comp plan wasn't necessarily adopted in 2007 and we changed the code to align with all of those concepts. No. Over -- I think in 2009 we actually approved two new zoning designations that came from that effort. That was the ME zone and, then, the HE zone that is currently in the Comprehensive Plan now and, then, over the years we have also updated our traditional -- or traditional neighborhood districts to align with some of those design elements as well. Anyways, hopefully, that gave you enough context as to -- I guess a little bit more for the Council. A lot of this development hasn't occurred. It started in 2012. So, we actually adopted the plan in 2007 and now, with the help of Brighton and some of the ERD work that we did, we were actually able to spur development in this area and now you can see that -- that work coming to fruition based on all of those efforts that we put into that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe just one follow up. Do you think, given that the plan was created starting in 2007, now it's 2024, it's been a while, does it seem appropriate at some point for us to circle back to the plan and update it more holistically? Like would you expect that we would do a process like that?

Parsons: Mayor, Council Woman Strader? Absolutely. I think we have talked about it internally as staff, because we certainly don't want to be up here debating what -- what rules to apply and what policies apply and what doesn't apply. That's -- we are not in the business of doing that. We want to present you facts, give you the right information so you can make an informed decision. But we are in -- as some of you may or may not be aware, there is a lot happening just in this section of Meridian currently with what's happening to the south, to the east, even to the west and so whatever we are doing here we want to be mindful of that and we want to make sure that those uses do align with those policies and that vision and that's why we are taking such a hard stand on this particular project this evening, because we have held everyone else to a higher standard in this section and we just feel like this is the residential component that we need to help that employment, in addition the housing in the area. So, we are pretty

passionate about it this evening, to be honest with you. We want this one to work and we want it to be in alignment with those policies as much as possible.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you for your candid comments.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Just to clarify. So, we haven't revised the design elements since it was adopted in 2007; is that correct?

Parsons: That is correct.

Taylor: And, then, Mr. Mayor, if I may, a quick follow up.

Simison: Councilman Taylor.

Taylor: How many -- in this area how many other projects have come before Council for approval that have kind of been subject to the same design elements?

Simison: Maybe the way -- how many acres of the plan, roughly, have been annexed and put under these guidelines? Any idea? Are we 50 percent of the plan? Twenty-five percent of the plan?

Parsons: Mayor, Members of the Council, I can probably sketch something out for you real quick on GIS, but I don't have a number off the top of my head. But by the time this project -- if this project to annex in and the adjacent properties, that -- everything south of Franklin will be primarily in the city at that point, except for that southwest corner at Franklin and Black Cat. So, it's a significant amount of acres and, then, when you look at the north side of Franklin, that one's pretty much filled in at this point. I would say at least 80 percent, if not 90 percent filled in on that -- that north side. So, it's -- it's happening. It's -- and, then, we have industrial farther to the east and -- or to the west and the only reason why that is not developing at this time is because of the sewer challenges that we have in that area. It has to come down from McDermott. So, we have -- we are talking -- I think the plan was of over two -- 2,800 acres and I think we are probably close -- you know, at least a thousand or more acres that have been developed under this plan. Back to your point, every project has been conditioned to comply with the Ten Mile Interchange Specific Area Plan, but each development has a different context and so it's not -- it's not easy for staff to say everything has to do this. As you know, there is always specific challenges to each project that we review and what we try to do -- whatever project we look at we look at the development context

around that development that's coming in and we try to match that as best we can and try to be consistent in that process. So, when you look at the north side of Franklin you will see a lot of the design theme and the same elements happening on that side and where this may be a little bit different. I would also let Council know that the Baraya development -- that is the Corey Barton Sub that is on the south side of Franklin and currently built out, that was adopted and approved prior to the adoption of the Ten Mile Plan. So, while you might not see some of those same elements in that development, they did have alley loaded product, townhomes, multi-family and even single family in that development in keeping with the spirit. At the time that that project was annexed it was mentioned to the Council at the time that the city was in the effort of adopting the Ten Mile Plan and they were held to some pretty specific design criteria in their development agreement to align with that vision.

Simison: One other quick thing. I don't know if it's a question or a comment, observation, but one of the things that has always struck me with the Ten Mile Area Specific Plan, there always seems to be an interesting road interface with the development. This one really doesn't have that. This is -- this is almost like a standalone parcel. You don't have any of the collector roads that are going through it which are creating in a lot of ways a connection to the rest of the development -- the rest of the Ten Mile Area Specific Plan and I don't know if that was designed, lack of just the placement of the parcel, but, you know, the way this one is presented it is almost a standalone subdivision in a lot of ways and doesn't feel like it would be connected to the other roads in the -- the traditional projects that we have seen. Any feedback, comments, thoughts and maybe that's for the applicant as well in that context. But, yeah, this one -- you could -- I can take this, put this in a place, because you don't have that major intersection -- that major component like a lot of the other properties do in this area.

Parsons: Yeah. Mayor, Members of the Council, it -- it's hard to see on this map here, but what you don't see in some of the graphics is we do have plans -- plan to connect into this and Stacy and I just actually preapp'd on that odd shape piece just along the north boundary here where they are thinking about coming in and doing a medium high density residential development and they are required to provide a collector road along the south boundary of this project. So, you don't see that interface yet. But this -- this property is bound by, essentially, two collector roads on each end to help tie in with that integration with the plan and I know the adjacent property just to the east that is approved for multi-family, just changed ownership and they intend on coming in and presenting you a different plan in the future and so we are hoping -- if you had a chance to look at the staff report we also encourage the applicant to stub a road to this particular site. At least that was one of the comments we made in our staff report that they think about stubbing a street to the eastern property, so that the two neighborhoods could connect as well. So, we are trying to build that in as -- as this plan comes to fruition, but we -- both the Commission and staff felt that it needed some more refinement before we could recommend approval of it.

Simison: So. Maybe to ask a question is -- if the road was going through this property, as compared to on two adjacent sides of the property, because that's -- that's what this is. Basically the road network isolates this property in a lot of ways in my opinion, compared to a lot of the other planned elements where you have to integrate the road elements into it -- I'm not going to say you can't do that on the edges of these -- of this project, but does it seem -- that's just what it seems like to me, is like here we are just standing alone, we don't have to integrate. So, we didn't, because it's really not being pushed on us, it's on the peripherals of our project. Just that when I'm looking at it that's what I see, because it's just very much not like the other elements that we have seen with larger parcels. I don't have an answer. Just a comment. It's -- Stacy, if you want to comment.

Hersh: Mr. Mayor, Member -- Members of the Council, so it would be the parcel directly to the south that we have been working for with. Those -- that developer is going to be coming in a few weeks and that also has the same road, but it also goes through that parcel and the parcel east of it and, then, mixed employment and we have went through four requests for continuance to meet the plan and we finally got there, but just to give you some context of what's going on on the south, too, and it doesn't have a collector road through the center of the property.

Simison: Council, any additional questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thank you, Mr. Mayor. Stacy. I'm looking at the zoning map. If maybe you could go through those residential -- the single family residential complexes that are north of Franklin and maybe identify those design elements that exist in those projects that you were suggesting for the application that's before us tonight.

Parsons: Yeah. Mr. Mayor, Members of the Council, it would be difficult to do that without having all the conditions of approval in front of me. But, Stacy, if you want to leave that up I can tell you there is -- so, we have the townhomes just north of the -- the school and they actually have access off a private street, not a primary street, but the elements that do front on the public collector street, the -- the units were actually required to orient the front porches towards that collector street and tie in with that primary street per the design standards and, then, all the access and, then, they had internal streets or alleys and they also had a MEW, which we required. So, again, more alley loads, all townhomes in that particular case. As you transition to the R-15 piece, we are currently going through the design review process with that Aviation Subdivision that was approved. Originally it came in as part of the charter school. It was going to be their ball fields and they sold that off and you guys approved a Comprehensive Plan map amendment and a rezone to an R-15 zone to allow a mix of townhomes, duplexes, and multi-family or four-plexes on that site. They were conditioned to -- in their development agreement to meet the design concepts. They are currently working with

staff on their design review application to comply with that requirement. The first renderings they submitted did not. They had no front porches. Garages were in front of the units. We had them deviate. The next project was the Newkirk project that came in. We worked with the applicant. We made some concessions on that particular project. They are up against the railroad tracks. They had limited street frontage, local street access to the homes. There were only 64 -- 62 units in those. Thirty percent of those were alley load townhomes and the other portion was 260 multi-family units that complied with the plan and it may or may not stay multi-family. They may come back and do something different on that site and they will be required to comply with the plan. Again, the difference here on that compared to this site was they asked for TN-R zoning and so they had -- they were scrutinized -- scrutinized a little bit more with that TN-R zoning in the code. Again, that's code versus the policy. The code requires a mix of residential types and also in the T-NR standard it says it's anticipated that a majority of the homes would be alley loaded. It didn't say thou shall be alley loaded. So, that was left up to this Council's determination as to whether or not 30 percent met that threshold. Based on the product type that they presented to you you guys were comfortable and -- excuse me -- the TN-R zone also said that the perimeter lots could be alley -- or garage dominated or garage oriented towards the street. So, that was the -- the argument and the justification of why we allowed a deviation to that plan in that one. The other apartments -- that project was denied once and came back with less density. I wouldn't say I'm the biggest fan of them. They are a townhome style, but they were approved of as multi-family and they did have a mix of units and, then, you also had the other Silver Oaks apartments that were again approved prior to the adoption of the plan. So, they already had an entitlement that we had to not get them to be complete adherence to that. So, again, I think we have done a pretty good job -- and so when we took all of that into context of looking at Newkirk or all these other developments, we were trying to make sure that it was integrated with the collector network and also having the same design elements, which I think it turned out pretty well in my opinion, at least on the north side.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: So, Bill, I guess -- I appreciate that, but answer my question a little bit more. How many single family home applications have we processed that are in the Ten Mile Plan? Not multi-family, single family.

Parsons: The only ones that I can -- Council -- Councilman Cavener, it would be Baraya at this point, which is the Corey Barton --

Cavener: The what?

Parsons: The Baraya Subdivision, which is Corey Barton on the --

Cavener: Mr. Mayor? Bill, didn't you just state, though, that that came in before the Ten Mile Plan was approved?

Parsons: Yes, sir.

Cavener: So, Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Bill, I don't want to put words in your mouth and this would be the first single family residential application that we would receive that will be subject to the Ten Mile Plan, is that what you are telling me? To make sure I'm hearing you right.

Parsons: Mr. Mayor, Members of the Council, this would be the first one with -- well, it depends on your definition of townhomes and single family attached and duplexes, they are all the same, they are all single family in our code, so --

Cavener: Yes. Okay.

Parsons: So, not necessarily, no.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: So, I want to make sure that I'm reading this right. This application does include townhouses and alley load as well; correct? Which are designed elements that you previously indicated were asked for in other applications of the Ten Mile Plan?

Parsons: Mayor, Members of the Council, this does not have townhomes. It has attached and detached homes with alley load. So, the alley loads are even single family detached, not townhomes.

Cavener: I appreciate that clarification. Thank you, Bill. Thank you, Mr. Mayor.

Simison: Thank you. Council, any additional questions for staff? Then would the applicant like to come forward? Good evening, Mr. Clark.

Clark: Hi, everyone. Hethe Clark. 251 East Front Street in Boise, representing the applicant. And, Stacy. do you have my presentation handy? I guess I should say hi to everybody and good evening, Your Honor, to one particular council member.

Simison: While this is pulling up, I have had the pleasure of having some conversations over the last year and what some people that have come forward say, you know, you are always tough when I come before you and it's like, well, sometimes some people only show up with tough applications, so nice to see you again.

Clark: No, I -- shall I take that as a compliment?

Simison: Yeah. Absolutely.

Clark: I -- I often say that if -- if -- it wasn't hard I wouldn't have anything to do, so -- so, it's good to be here with everybody once again. So -- thank you. Got it. Okay. So, this is a project that's within the Ten Mile Interchange Specific Area Plan and rather than trying to say that 400 times tonight I'm just going to call it the Ten Mile Plan, if that's okay with everybody. As you know, the Ten Mile Plan is -- as the Council Member mentioned, is a comprehensive planning document. It applies to an area that is seeing significant development and infrastructure improvements, including the widening of Black Cat, current construction of the mid mile collector, which I will point out and it -- as I think it was alluded to here, it is one of the last remaining medium high density residential parcels to be developed. There is ongoing development on the east, south west and east. This map shows you some of the area around us. You can see that we are just north of the freeway adjacent to Black Cat and we have -- there are several projects that are in processes as we speak tonight. You can see here the property in yellow fits there on the left and it's shown against the land use designations that are called for in the Ten Mile Plan. So, this is the medium high density residential designation. You will -- you will hear me call it MHDR a bunch of times tonight, but the medium high density residential designation. That calls for a density band between eight to 15 units. Staff mentioned the target of 12. A target of 12 is described in the plan as being for the -- the medium high density residential area, not on a project-per-project basis. Under the comp plan -- this is the regular comp plan, not the Ten Mile Plan, Section 311, we round to the nearest whole number when it comes to density. So, we are right at the bottom, but within the density band of eight to 15 for the medium high density residential. This is a priority growth area for the city as we understand it. City services are available. It will complete the transportation network in exactly where the Ten Mile Plan calls for it. The site is 33.71 acres, with 256 single family homes proposed. One important detail that I think goes to Council Member Cavener's point is that this is for sale single family product, which brings a unique element for this area in general. The -- what is around us is primarily going to be apartments or in large part rentals. The dimensions and the density are both consistent with the R-15 and we meet the Ten Mile Plan goals by providing multiple housing types across the MHDR designation. Again, this is a holistic look. The Ten Mile Plan speaks to providing a variety of housing types across the MHDR. It doesn't say that you have to have that within each individual project. To the Mayor's point, there is a bit of an element of this being standalone. It's -- it -- there is a collector on the south and -- but, you know, for now one thing I would point out is that we have done the narrower street sections internally. That is a Ten Mile Plan goal. As we look at the transportation element, this is the West Vanguard Way, which is the mid mile collector that will be provided with this and I know the Mayor likes to see developers get together and get the infrastructure in and this is an example of that with BVA, CBH and DevCo putting that in and it will be completed later this year. As we look further at the site, we have proposed 19.8 percent qualified open space, 3,500 feet of paths and regional paths, that includes the, ten foot multi-use pathways along with Black Cat and Vanguard. We have numerous amenities,

attractive landscaping and when we talk about the amenities, I do want to be clear that we don't just excuse the amenities, we triple the amenity numbers. We have 24.5 amenity points, when only seven are required. That includes a 1.3 million dollar community pool and, then, as well the pickle ball courts and the dog park and, then, the benches that the Ten Mile Plan speaks to. I mentioned our pathways, which you can see here and, then, in terms of housing -- so, these are the elevations that we are proposing. These are the single story detached units with a porch that is incorporated as you can see in one of the elevations. These are the detached two story units and these are attached and, then, we -- as staff has mentioned that they would like to see an elevation for the alley loaded project -- products, so this is the elevation that we are proposing for those. That doesn't also include a porch. And I -- I will return to this in a moment, but I think it's important that it -- because I'm going to come back to it a few times -- is that we placed all of our ally loaded product at the entry of the project. So, ally load -- you know, the benefit that it has is that it creates a street scene that people like to see. We took that and we put it in a place of prominence right at the -- at the entry of the project and I will describe that here in a little bit more. So, staff discussions -- you know, I want to be fair to the applicant in terms of what those conversations have looked like. This project has been through 18 months of discussions. There has been three revisions of the application. There has been -- well, four as I understand it, pre-application meetings with staff. There were modifications that were made. We removed the entry onto Black cat it staff's request. We added the alley loading -- loaded product at the entry of the project. So, again, not tucked somewhere in behind and we added porches to two of our elevations. So, I think as we talk about this it's important to not talk in platitudes. It's hard to do that when we are talking about a policy and we are trying to apply that at the level of code. You know, the Ten Mile Plan, as everyone here knows -- and I think it was -- it was hinted to, but the Ten Mile Plan has not been incorporated in the code in the way that you would typically see a comprehensive plan Incorporated. That was one of the action steps for the Ten Mile Plan. That's not happened. And so that creates some complications and I'm going to talk about those a little bit here. But if I were to summarize the staff report in just a couple of bullet points, I would -- I would describe it this way: There is no issue with the code. Under the R-15 standards we satisfy everything. There is not an issue with city services. We have utilities available -- you know, services are available. But if we -- there are three things that staff claims are inconsistent. One is the alleys and porches. There is the target density and, again, we need to keep in mind target versus the allowed eight to 15 and, then, there is the block lengths. So, let's talk about the Ten Mile policies. So, beginning with the density, the Ten Mile Plan says that the recommended density in the MHDR is between eight and 15. As I mentioned, we round according to the comp plan. So, we are at eight. We satisfy the recommended -- recommended density. The Ten Mile Plan also says that there is to be provided across the MHDR a variety of housing types. We have single family detached and attached, as well as alley loaded, which complements the multi-family that's around us. As staff mentioned, the existing entitlement, the existing approval to our east, as per 500 apartments. Now, they may change that in the future. We can only operate on what's currently entitled and that's for 500 apartment units. So, multi-family is right next to us. We are coming in with a product -- a project that will provide single family for sale product. Now, this I think gets to Council Member

Taylor's question. There are inconsistencies in the way the Ten Mile Plan describes its -- its -- its requirements. So, yes, it has the language that Stacy mentioned, but those design elements -- you can see on the screen how they are described. They are described as recommendations in the Ten Mile Plan and as we talk about this some more, you will see that it actually makes sense that those would be recommendations, because you can't fit everything into the same box that we are being asked to fit in the medium high density residential area and I will try to explain that a little bit more as we go on here. So -- well, let me -- let me actually say one more thing about that point. The -- there was a question that came up about some of the projects that occurred north of Franklin where a lot of the MHDR projects have occurred. Several projects have been approved up there. In fact, we were involved in one of them, which was Newkirk. As -- as far as I'm aware -- and I know for certain within Newkirk, there has never been a strict insistence on meeting each of the Ten Mile design plans -- or design requirements in every instance. There was all -- there has always been consideration of outside factors, which is appropriate whenever you are trying to apply a comprehensive plan to a fact specific situation. So, let's focus in on ally loaded and lots and porches. So, 20 years -- maybe that's a little bit of an exaggeration -- for almost 20 years -- maybe I should have said that instead of 20 years. But we are getting close. And the difficulty that I think we all have to confront is that there are some elements of the Ten Mile Plan that work at lower densities and others that do not work at higher densities. So, with regard to alley loaded lots, they were in vogue at the time. That's not the case any longer. Today's buyer wants a home with a backyard, even if it's a small backyard. They want to enter their home through the front, along a -- a manicured lawn. They don't want to enter through the back on an alley that's got everybody's garbage cans and their air conditioning units. With alley loads there is no backyard. If you are going to have outdoor living space you got to have it on the side. That if you are going to have meaningful outdoor living space that means pushing the lots further apart from each other, which means you are reducing the density that direction, when you have already reduced the density by inserting an alley between the homes on the backside. If you don't significantly reduce the density -- and, again, I'm going to come back to this significant -- we are -- remember we are at eight on the -- on the band of eight to 15 with the number of alley loads that we have provided. If you don't significantly reduce the density, we expect that you have the -- you know, the barbecues on the front porch or out on the back. No place, you know, for the dog to go to the bathroom. In other words, they become, you know, in our view more like a really expensive apartment. You know, we have concerns with ally loads and we believe our proposal provides the density that the Ten Mile Plan is looking for, while still providing a marketable product. With regard to porches. Porches work well when you are talking about a nice country home with, you know, porch chairs and the swing and you have room at lower densities to do that sort of thing. The Ten Mile Plan speaks to porches and calls out 30 percent of the front and recommends two sides of the -- of the home have porches on each one. But the Ten Mile Plan also wants eight to 15 units per the acre. So, that creates a square peg in the round hole. You can't have the required density and have the number of porches that the Ten Mile Plan calls for. So, we have these -- these inconsistencies that are hard -- that we have to confront. Now, just like was true in some of these other projects, I want to focus on -- on the things that we have done and we think we have satisfied the

Ten Mile Plan by doing and taking the actions that we have. So, we have concerns with it, but we think we have satisfied it. The only question really is -- is to degree or -- as to quantity. So, we have included the alley loaded product. It's at the entry of our project, which means the field that's advocated for in the Ten Mile Plan is provided at the entry, in our most prominent lots, in the most prominent area of the project, as you lead into our swimming pool area. We have included porches in two of our four designs. Staff also mentioned block lengths and I will show you a map here, but our block lengths are shorter. The code requirement -- there is no specific requirement in the Ten Mile Plan as to what is a standard block length, but the code requirement is 750 feet. We have no block lengths longer than 521 feet and many are less than 250 feet. We designed those with the Ten Mile Plan in mind. We also have the 27 foot street section with parking only on one side to make sure that the roads remain narrow, which also is a Ten Mile Plan requirement. Again, we have provided the housing variety of -- we add to the variety of housing types and while doing all of that we still hit the bottom of the eight to 15 dwelling units per acre requirement. And we do so while providing more than three times the number of required amenities under the code. So, we have provided each of those elements that are required in the Ten Mile Plan. Again, the only question is asked to degree. So, let me build on that just a little bit. So, here are the two elevations that include the porches and, then, on the right this is the -- the entry to our project and, then, the -- the alley loaded homes are the ones that front that as you come into the project and, then, just to emphasize the block length, the Ten Mile Plan, as I said, doesn't identify what's meant by reduced block length, but we are well below what code requires on the block length, so we do have reduced block lengths. So, I will finish up with this. As we read the staff report there is the three items that need to be discussed. The alleys, the end porches, the block length and the target density. Again, density requirement is eight dwelling units per acre minimum. We have hit that. We are well below the city code requirements for block length and we have incorporated porches in two of our designs and placed the alley loaded at the entry of our project. So, we think we have incorporated those. We think that -- we would ask the City Council to incorporate these marketability questions and the fact that this is a plan -- a comprehensive plan and show appropriate flexibility, just like the -- the Council has done in the past. So, with that I'm happy to stand down and answer any questions.

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

Borton: Mr. Mayor?

Taylor: Mr. Mayor?

Simison: Your Honor.

Borton: Just one question. I will -- I will ask you, Hethe, and, then, staff can respond. Your slide showed amenities at 24 and a half points and the staff report says 13 points. So, a clear disconnect in what qualifies, who doesn't qualify. At least page 15 of the staff report shows nine plus four. I was just curious. That's a big difference.

Hersh: Mr. Mayor, Councilman Borton, so I didn't come out with the same calculations as they did.

Borton: Clearly.

Hersh: Exactly. When I was adding it up.

Borton: I'm curious what does the applicant say.

Hersh: I'm not sure how they came up with their number. If they added extra points for --

Borton: You can look and come back with me at that. It just seemed like that was a big discrepancy, so --

Clark: Council, I appreciate the question. Yeah. Just -- Laren just mentioned to me that one glaring omission was that the pool wasn't counted, which is a million and a half dollar amenity.

Parsons: We will look into it for you.

Simison: Councilman Taylor.

Taylor: Thank you, Mayor. Hethe, one question about the alley loaded homes. You said you haven't voluntarily built one. You make comments that it's not really what people are looking for. It was kind of in vogue when we envisioned this in 2007. Why is it -- they are attractive visually. You know, I can -- I appreciate that you have put it where people are coming in. I -- I like that. Why do people not want them now? I mean what -- what -- is it there is not a backyard? Is that the way they are laid out? Like what would you subscribe that to?

Clark: Yeah. Let me -- I have got an exhibit here that kind of helps with that. So -- and this exhibit shows a couple of things. One it shows the alley loads. If you have the same two lots, the alley loaded lots can reduce your density by -- by expanding those out. So, it does require more real estate, but I think more specifically to your question is the backyard is huge to -- to a current buyer. The current buyer wants to have at least a -- you know, a patch for the dog to go out and do their business. You know, something big enough for -- for the barbecue and that sort of thing. And, then, I also think -- you know, one thing that we have heard is that the -- the way you come home from work -- and I mentioned this before, so forgive me, but the way you come home from work is a lot more pleasant in this type of project where you are coming in through the landscaping by the trees into the front of your house, whereas what often happens -- and you can see that in some of the alley loaded projects -- product that's north of us in Franklin -- is when you come in the alley load you are coming in through the concrete jungle to get to your garage and you are driving past the garbage cans and you are driving past the air conditioning units, rather than coming in the front next to the

landscaping. So, you know, I -- they are just, you know, eminently more livable to not be alley loaded and if you look around on the -- in particular in this area and through a lot of the city, a lot of the alley loaded is actually investor owned, not owned by single family -- by -- by individual homeowners, so --

Simison: So, maybe -- maybe these are questions for you and maybe they are not and you are glad I'm not in the -- in the department, because I have always envisioned when I close my eyes the Ten Mile Area Specific Plan basically brownstones on Capitol Hill, you know, walking around was when we talked about that. I don't envision a porch traditionally. Vision more of a stoop, you know, a gathering space, but that also means cars parked in front of areas. So, you don't maybe enter from the back. You may have a parking spot in the back through the alley, but it's not really your entry point and you still have that backyard, but you have that walkable feel as you are -- as you are walking. I know that's not what we are talking about and that's stuff that was built a long time ago, but what constitutes a porch under definition? You know, does it have to be so many square feet. Does it have to come out from the house? Because no disrespect, it doesn't seem like -- none of these really seem like porches in the traditional sense. I don't think we are trying to get a traditional porch, even in this context, so I'm just kind of curious. Code defined how large a your porch needs to be? Where it needs to --

Clark: Mr. Mayor, if I -- if I could and, then, obviously, Bill is ready to jump in. The answer is we don't know, because the Ten Mile Plan only is a policy document and only kind of speaks in platitudes; right? And this hasn't gone to that next step of saying, okay, thou shalt have X number of feet of setback. What we do know, based on the Ten Mile Plan, is it speaks to porches should be a dominant element and they should be located along at least 30 percent of the front facade. A higher percentage is recommended, as is the location of porches on one or more side facades as well. Like the Ten Mile Plan is not talking about -- in this -- these three sentences are not talking about a medium high density residential product. Like you can't accomplish any of that at a medium density residential density. The other element that I would point out is I think in contrary -- in contrast what staff said, the -- even the garages, you know, it's -- it speaks to where -- when possible; right? So, in other words, again, these are -- as I pointed out before, these are recommendations at the beginning of the design elements standard and, then, when you even look at these specifics it uses language like when possible and so to suggest that there is no possibility of deviation and no room for deviation in the Ten Mile Plan just is -- just flies in the face of what the Ten Mile Plan actually says.

Simison: Staff, do we have any definition of a porch in -- is it you know it when you see it?

Parsons: Mayor and Council, we don't, but we do have square footages for porches in some of our code, so, you know, our multi-family requires 80 square feet. Our PUD standards require 80 square feet. So, typically when we look at a porch we are going to go to our architectural standards manual or we are going to go to Webster's dictionary

and say what is it. Could be covered, it could not be covered, but when you are looking at the elements or the illustrations in the plan it's very clear on how it should look -- or at least here is some things to consider when you are designing your home. So, yes, our policy is left -- left up to interpretation. Absolutely. Because not every -- again, not every project needs to be the same. It needs to be unique. And so that's where we -- when we say 30 percent, right, we don't have square footage. It's -- it has to be 30 percent of that facade. So, whenever they come in with a design review application they need to prove that up and show us. We don't say how much you need to provide, but we have had instances out there where applicants have come in and all they have provided is a stoop to your point, Mayor, and it's like that -- it's not 30 percent and that's just letting you in the front door. That's not a porch. It is a stoop and it --

Simison: But it could be -- you know, again, if I go back to DC row houses, 25 feet wide, entryway is about eight to nine feet with probably at the top, you know, you are probably sitting -- you have got 30 percent in your entryway into your door with that top, because it's simply more than just the top step, but typically does have a landing platform at the top. I'm just trying to get some context. You know, again, what -- truly what's envisioned versus what is practical in that context and, you know, I could -- I could redo this, but it would look like Washington DC and, then, people may buy it, they may not and you -- so, that's why I'm not in the development world in that context. And the only other question I had -- just kind of going back to my first comment -- and I didn't -- you know, the thing where staff told you -- because I was like take access off of Black Cat, cut off your access points and be a standalone subdivision that's not part of the Ten Mile Area Specific Plan, because even for myself I still feel like this is -- you know, while it's connected with pathways, does it -- does it feel integrated? Does it feel like it's part of the plan? I guess -- you know, and that's a subjective term even to you or to the rest of the Council. Does this feel like it's part of the Ten Mile Area Specific Plan the way it's designed and networked?

Parsons: Mayor, Members of the Council, you hit it spot on. That's why we are here tonight saying this is annexation and we don't feel it's the right time until we get something that does align and integrates with the rest of the area.

Clark: And, you know, obviously, I have different feelings about that, but I think you also have to ask yourself which parts of the Ten Mile Plan are we satisfying; right? Because if we do what staff is indicating that they can't recommend approval on it -- unless we do what they say we will be significantly below the density target for the Ten Mile Plan and the Ten Mile Plan is in -- is -- is an area where you planned for density you put utilities in planning for that density. Right? So, there has got to be a give and take and I would also just say that, you know, what is the feel -- you know, we -- we put -- we don't like ally loaded lots; right? We don't think that they are marketable. But we put those on the altar of the Ten Mile Plan by putting them right at the -- at the entry to our project, so that it's -- you know, we are paying tribute to what the Ten Mile Plan was looking for; right? But we don't think that we can do that to any -- really to any degree beyond this and still have, A, a unmarketable project and still have a project that meets the Ten Mile Plan's density band. I mean we have been criticized by staff in their report for not hitting

12; right? How -- there is no way for us to hit 12 if we are going to do alley loads and porches.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Question for planning staff. Don't we have examples -- like renderings in the Ten Mile Specific Area Plan of, you know, potential designs that do meet the standards? Do you have those available or could you speak to them?

Hersh: Mr. Mayor, Council Woman Strader, I have some that I have included in this report of what it could look like that I can show you on my presentation if you would like to see them.

Strader: That would be super. Thanks.

Hersh: Okay. Yep.

Parsons: So, Mayor and Council, I do want to bring it back to a couple points that -- that Hethe had brought up -- or the applicant's representative. On the block face -- so, if you had a chance to look at ACHD's staff report, they have even said the block lengths are too long and they are requiring traffic calming to mitigate that. So, their block face do not meet -- they are measuring it wrong or interpreting code wrong. So, in our code it says block face and it's each side of the road and just not one side. So, some of those block lengths are 900 to a thousand feet long. So, I just want to go on the record and clarify that, especially on that one block where they have the alley coming in and their open space, that whole north side of that roadway is -- is a thousand feet, so that's still considered a block face in our code and ACHD I believe has required some traffic calming in there based on some of those things, too. So, I just wanted to go on record of that. The other thing that they could do -- the other thing that we had talked about -- I know density. We can't just -- we can't say whether or not this won't meet the density requirements or not. We haven't seen a plan to truth that or verify that. We are leading that housing effort and I know this applicant is part of that and certainly there is different ways to get density. You can do that through townhomes. Skinnier lots. You can have -- the perimeter lots could be a detached garage in the back with an ADU above it for two units on one lot. There is different ways to make this work and still have density here in the plan and still integrate. It's just whether or not the applicant wants to do that and those are the conversations that we keep having and we realize they have a certain niche and they want a certain product for the community, but there are ways to achieve those things and still get density and that's the other point I was going to make is that's why -- when you look at the land use explanation in the plan, it speaks to higher residential style type homes, not necessarily single family homes and that's why we -- we felt it better aligned with an MDR designation and had recommended potentially going through a comp plan map amendment to change it, so we could support them in the effort of doing a different residential type, because we agree with the applicant,

there -- there may be a point where this area may be oversaturated with higher density residential and we -- I have to go on record and say I do support some more single family in this area, because we don't have it and so we were -- we were actually appreciative of the fact that the applicant removed the multi-family that they -- that they originally showed on the plan to get that density. So, I don't want you to think that they hadn't tried to make attempts to try to add density and make it work, but at the end of the day it came back to the same comments. It's the product type. It's the integration. It's do we need more multi-family. It's -- it's just a lot going on in this area and I think Brian and even their interns were here in front of this body last year talking about the housing, work balance in this area and giving you a progress report on the Ten Mile Area Plan, too, and sharing that with you how well we were doing and grading ourselves against that plan, if I am not mistaken, but, again, don't want our discussion too much, but, again, it's annexation. We don't know if this is the right product type for this particular project and to the Mayor's point it is -- it does seem like it's standalone and we are trying to get them to integrate a little bit more.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I appreciate the flavor that you just gave us and it looked like you had some renderings here available. I will be honest, Hethe, where I'm coming from and I think the struggle for me -- so, you know, we have expected everyone to try to adhere to the Ten Mile Specific Area Plan and what I'm hearing from you is -- I don't totally buy that it's impossible for you to meet the plan. I feel like you don't want to meet the plan. You have tried, but it doesn't really fit your vision of what you think is marketable at this time. I am not amenable to making an exception for this one development when we have been so strict about this plan and how it's been implemented. I don't think you are meeting the purpose and the intent of the plan. What I will throw you a bone on, though, is that the plan was written in 2007 and it's aged. I mean it's old. So, I do think it would make sense as part of a broader effort for us to revisit the Ten Mile Specific Area Plan holistically and, then, at that time maybe you could fit in better with what is updated. But this is the kind of thing where you start giving an exception to one developer, pretty soon there is no plan. Like that -- that's my -- my concern with it. So, I felt like staff's analysis was -- was largely correct. Now, we could quibble about porches, but I thought they had a point and I also felt like Planning and Zoning was correct in their deliberations. So, I just want to be upfront kind of where I'm coming from. I do think updating the plan makes sense and, then, at that time it would make more sense for you to come through depending on the outcome of that. Or, you know, working with staff again, but I understand you have been -- you have kind of been through the wringer on it, so --

Clark: We have. And, Council Member Strader, I think it's a little bit -- I think staff maybe overstated it when we said that the Council has required strict compliance with the Ten Mile Plan. In every application there have been modifications to the -- to the Ten Mile Plan, every one that I'm aware of.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I have been here for -- for a lot of -- a lot of the application of the Ten Mile Plan to specific properties, so I feel like I have a pretty good flavor for what the dimension of the exceptions were and this to me -- like I look at this holistically and this does feel like a subdivision that would be anywhere in Meridian and it doesn't feel to me like it's integrated into the area at all. I'm with the Mayor in the sense that, you know what, if we had some beautiful stoops, you had some townhomes, yeah, I might be convinced that that's close to a porch; right? But this to me looks just like a subdivision that could go anywhere in Meridian. It doesn't integrate into the area. It doesn't provide that walkable kind of almost non-vehicular, more pedestrian type of environment. That's where you are kind of leaving me on it and the block lengths thing I think is an issue. So, anyway, I don't want to argue and debate, you know, I'm just one person up here, but I just want to be upfront about kind of where I'm coming from here.

Clark: And I -- and I do want to respond on the block length thing, because what Bill's describing is in -- is -- I think a technical read of code, not a response to the Ten Mile Plan itself, which says reduced block lengths and we do think we have reduced block lengths. So, I don't want to let that go. And, you know, obviously, you know, when we are -- when we are talking about a comprehensive plan, a lot of it's in the eye of the beholder and so I understand if -- you know, Council Member Strader, if you think that that doesn't do it, we think that we have -- you know, we have done something at the entry of the project that we wouldn't have done if we weren't in the Ten Mile Plan. Like there would be zero alley loads in this if we were anywhere else in the -- in the city and so, you know, I think that's important and I think the applicant should be given some credit for that.

Simison: Council, any additional questions for the applicant at this time? We will give you a break.

Clark: Okay. Thanks.

Simison: Yeah. We will see if there is anybody else who has signed up to testify on this item.

Johnson: Mr. Mayor, nobody's signed up.

Simison: Okay. Is there anybody in the audience or online who would like to provide testimony on this item? If you are online you can use the raise your hand feature, but we do have someone coming forward. State your name and address for the record, please.

Billaud: Hi, Laurie Billaud. 192 West Lockhart Lane, Meridian, Idaho. I'm not privy to what the intent of the plan is. If you could explain -- explain the Ten Mile Plan, the intent.

Simison: Mr. Parsons.

Billaud: What is the vision? Not of his. Yours.

Simison: Oh, he was here when it was developed and not everyone up here was and I think it's best to hear from staff --

Billaud: Oh, I thought you were asking the gentleman --

Simison: Yeah. No. Staff.

Billaud: Okay. Sorry. My mistake.

Parsons: Yeah. It's -- it's complex, but the intent is that the Ten Mile Area was designed with a lot of stakeholders in mind for a specific vision where we realized at some point that Meridian would not have anymore land to grow outward and that we needed to preserve this area for a very specific purpose of almost creating our own little city within a city is probably the easiest way to describe it, where everything was connected through multiple -- multimodal transportation needs. So, you would have bike lanes, pathways, interconnected roadways, transit, everyone could live, work and play in that same area. So, we would have enough jobs to where people wouldn't have to leave the area to impact the adjacent roadways, they would use the internal street systems to get back and forth to all the employment and the housing that would be provided in that area. So, that is the vision for this. It's not meant for a suburban subdivision where you come home from work in downtown Boise and being there 8:00 to 5:00 or sleeping there and, then, going off to your job, it was really meant to be a self-contained area where all services and employment would be contained in one area.

Billaud: So, you would prefer to have more townhomes, condominiums and such in that area; is that correct?

Parsons: Mayor, Members of the Council, it's -- it's all of the above, yes.

Billaud: Just if I may comment to the builder. Is that okay?

Simison: Just make comments to the Council.

Billaud: Okay. So -- so, to the builder I do live in an alley load and I love my alley load. There are ways to market it for first time buyers. First time buyers are someone that could be interested -- millennials and so forth that are just putting together money where they need to come in, it's a lower cost. It's also good for seniors. We bought it, so that we could retire and be able to travel, because it's low maintenance. My next question is

what is the distance between the house and the -- between the two houses is my question for the builder.

Simison: And typically we don't do a back and forth. You can ask and they will --

Billaud: Okay.

Simison: They will reply in their rebuttal comments.

Billaud: Okay. So, I would like to know what the -- what the distance is between. We have six foot and it's not quite enough. It does seem quite crowded. However, we do have room for the barbecue. We do have barbecue room and we do have a place for the dogs. So, the dog does have a place to go. So, those aren't really issues. It does give a really nice look when you are coming in, because one of the things that we were -- I live in a Brighton community. What I liked about it is that you do have all the tree lines, so when you are walking and you feel community. On the other side I do see the area with porches. Mine does not have a porch and I detest it. It -- the neighbors go out, they want to be able to have community. I can't do that. And I did notice on some of the drawings they did not have porches. It looked like they were just walk up only. There is a difference between a walk up and a porch. A walk up is strictly a walk up. A porch is where you are able to put a chair I would assume, so -- and that was -- just wanted to make sure. Like the tree line. I do understand what the precedent, because once you do give that -- I -- oh, I know what I was going to say. The last thing. I'm sorry. I was at caucus -- the Republican caucus and I led the voter engagement booth. We had over a thousand people that attended. In that I did a survey for District 20 -- just for District 20 for everybody that went in and on the bottom of the survey we had a comment area of what was important to them. They gave us their name, their address, their info, everything else and what their comment was. The fourth leading comment out of about 50 comments was growth and expansion. Most of the people are very unhappy with the growth and expansion that we are being led to. So, unfortunately, I do like my alley load, but I do see what they are saying with having the single family available off the freeway. You -- we need to keep that, because people are very weary of the amount of people that are coming in and the density. They are very unhappy with that and these are four out of four voters that are coming to the caucus. So, these very engaged voters that do not want the high density, they would prefer to have something like this and the other thing is how much money are they putting aside to -- for schools for every single --

Simison: Your time is -- if Council would like to follow up on questions we can do that.

Billaud: Okay. So, you can answer that how much money they are putting aside for the schools. For every single --

Simison: Your time -- if Council would like to --

Billaud: Okay.

Simison: -- follow up on questions we can do that.

Billaud: Okay. So, you can answer about how much money they are putting aside for the schools?

Simison: I can answer. They -- under state law they are not required to --

Billaud: They are not.

Simison: No. We don't have impact fees for schools. Police and fire, but state law doesn't allow them to do it for schools.

Billaud: So, that was something we had in California. Okay.

Simison: Council, any questions?

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. Ma'am. Excuse me. Sorry. Do you mind if I ask you when your home was built?

Billaud: I built -- I moved in in 2020.

Little Roberts: Thank you.

Simison: Thank you.

Hersh: Mr. Mayor, Members of the Council, I just wanted to answer her question in regards to setbacks for the R-15 zoning district. It would be the same as hers, six feet in between houses.

Simison: Thank you. I think so. I don't see anyone else wanting to -- wanting to come up and testify, unless Council would like to ask ACHD any questions on block length, since someone is here in the audience, to get any resolution on that topic.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Happy always to hear from ACHD. Every time. Thank you.

Inselman: Thank you, Madam Mayor, Council Members. I did grab the staff report and we do -- it's one of the first conditions of approval, but there are two, three, four -- there are five proposed roadways within the development that exceeds 750 feet in length and

so the condition of approval set by the ACHD staff report is that they need to redesign the proposed roadways listed above to reduce the length or include passive design elements and submit a revised preliminary plat. So, we do have something in there.

Simison: Council, any questions?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Long night. So, to satisfy that you just need a traffic calming measure on those roads to satisfy it or would they have to redesign the roadway?

Inselman: Mr. Mayor, Council Member Taylor, yes, I mean they -- the applicant would have to come to ACHD with a proposal. Some of those passive could be bulb outs, it could be something that doesn't make it a long straight roadway. So, they would have to bring something back to us for approval.

Simison: All right. Then would the applicant like to --

Hersh: Mr. Mayor, Members of the Council, staff would like to clarify the amenities. There is a pool that was not included in that.

Simison: So, we are close, but we are still not at the same number. Within a couple of points. Yes.

Clark: Name on the record; right? Hethe Clark. 251 East front Street. I would just say in -- I say this with the greatest of love and affection for my staff member friends -- we always have disagreements on the amenities and we always have agreements on the qualified open space every time. So, I'm -- I don't think anybody should be surprised by that. Okay. So, I'm going to -- Stacy, I'm going to ask you to switch these, but before you do I just want to point out the elevation that's in the middle, the white house that's right there, and I want you to just hold that in your mind. And can you put up my slides? So, I just want to point out how similar our -- our ally loads look to that one. Another point that I want to make before I kind of do a little summary here -- to Kristy's point, you know, when we are talking about block lengths -- you know, block length has a definition in the -- in the code. It's when you don't have something breaking it up; right? So -- and we have -- in this case one of the challenges is that the property to the east is the apartment project that doesn't have a public street access into ours. So, we are inherently going to have a long street over there. On the west we -- staff asked us to take our access out to Black Cat; right? So, we are inherently going to have a long street over there. But the condition and the comment from ACHD is very typical, you know, passive traffic calming, bulb outs, those sorts of things, that's not a difficult ask. It's a typical ask and, you know, we don't anticipate that creating any issues for us. Two -- two more points. I think to our friend who testified, we looked that up, that -- that is a gated community that's at five units to the acre. So, it's not -- it doesn't have the same

constraints that we have when we are trying to hit the eight to 15 unit density band. And, then, finally, you know, before I get to my little summary here, I think it's important to emphasize this variety of housing types and, Bill, that -- you know, we don't have this product in the Ten Mile Plan. It's currently missing. And so -- I don't think I misstated you there, Bill. And so I wanted you to keep that in mind. What we have tried to do here is to accommodate the Ten Mile Plan. Again, I don't want to repeat myself ad infinitum or ad nauseam or whatever you want to say -- that Meridian homeowners want a backyard. But we have incorporated the Ten Mile Plan items. The only question is as to quantity and we would ask you to -- for your approval and I think that that approval, if we are so fortunate to get it, would be to approve the applications, but direct staff to come back with conditions of approval that are consistent with the plat and I believe to do a development agreement. With that I'm happy to answer any follow-up questions that the Council might have.

Simison: Thank you. Hethe, did you have the map with the road network on the -- in yours? Like --

Clark: Yeah. Is this the one you are looking for?

Simison: That -- yes. That was the one. Yeah. And I don't want anyone to take any of my comments out of context. You know, obviously, we all can see there is five people, unless someone recuses themselves I'm not voting in this -- in this issue tonight. But I just want to be clear, at least in my comments, it's like I can understand why this could be treated as a standalone property. It is in the Ten Mile Area Specific Plan, but I could also see why we don't include it, you exclude it, you give them access off of Black Cat and you don't incorporate them. The reason I ask this map is kind of going back to my first point, this is really one of the only significant pieces of land that have a single ownership that doesn't have a collector street that was driven through it to connect it into the Ten Mile Area Specific Plan. Now, I'm not saying that's the only thing that connects it -- connects the plan is you got to have a road that runs through it, but it does make it an outlier parcel in some regards to how it integrates and that's -- that was kind of what my -- my comments were. It was like I feel like the way it was designed without the road network intertwined. It doesn't really feel like it's in there and part of that's because you don't have a reason to incorporate it in the same way other parts of other pieces of property where you have to put a road and connection into this, where this one, like say, originally we were coming off Black Cat I don't even know if you had -- what other connections you had, but Black Cat was your main entrance and even that in and of itself doesn't make it feel like the rest of the project in -- in some regards. I get it. The Ten Mile Specific Plan. A lot of time, energy and effort. So, desire of Council when it -- when it comes down to it, but it's -- it's also kind of unique. It's larger framework. It's not the last piece, but, you know, if I'm trying to do the math in my head and looking at projects and that many more residential properties that are going to be annexed into this plan, so, Council Woman Strader, about going back and look at the plan, I don't know what that's going to gain us. It may just be for this parcel, because the only other ones that I -- that I can think of off the top of my head, besides the one big project that will be coming through, you know, it's really that, the stuff that's up off of Overland, that

may be the -- the last significant and even -- and that's not significant in a lot of ways. It's somewhat disconnected from the rest of the plan by what's -- because it's right up against commercial up in that area. So, those are my comments. I was going to say it's a unique parcel, unique challenge. Actually, we are way past this to say what if we told you you didn't have to do any garages? You don't have to provide any garages, what -- what could you do in the space to make a more walkable, friendly space where you don't have that dominated garage front in your parcels and you widen the street, will park on the streets. That to me, honestly, it feels more like the Ten -- Ten Mile Area Specific Plan intention, but I don't think we give people a pass on garages in the Ten Mile Area Specific Plan. So, it's -- on one hand if you want that look and feel you got to get rid of the other parts that people want. I mean, honestly, I don't know anybody that doesn't want a garage in Idaho and if it -- maybe they exist, but if they don't want a garage they are not buying in this location, in my opinion. So, I'm done pontificating, but that to me is like you wanted some special and unique in this, those are the types of things you are going to have to really, in my opinion, go back to the drawing board, remove, come back and do something in order to -- to get amazing walkable street lined, porch lined, brownstone or some other version. Okay. I'm done.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Are we at a point where we are probably -- unless my fellow Council Members disagree -- to close public testimony and move on to discussion and consideration of the application. Move we close the public hearing on -- on File No. H-0049.

Borton: Second.

Simison: Motion and a second to close the public hearing. Is there any discussion?

Cavener: Mr. Mayor?

Simison: Mr. Cavener.

Cavener: I appreciate the effort to move things along. I'm going to go against the motion and I guess maybe a recommendation is that we actually leave the public hearing open maybe as council deliberates in case we need to invite the applicant back up for some further clarification.

Simison: Okay. Discussion on the motion?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Just for brief context, that's actually -- we have done that quite frankly, a member objects, like Councilman Cavener has, I think it's well taken. Any of us think it should be left open -- we are still going to have the discussion, so I would be inclined to withdraw my second. If you want to withdraw the motion, let's just have discussion, which gives us the opportunity to do what Councilman Cavener is saying, if necessary. We can close it after discussion.

Taylor: Yes. Mayor, I withdraw my motion and I would like to have the discussion --

Borton: Yeah.

Taylor: -- and -- so I'm fine with withdrawing my motion.

Simison: Withdraw the motion. So, without objection it is withdrawn. Discussion?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Kick off the discussion. There is a lot here, especially for a new guy. As I have tried to kind of dig in -- is the biggest concern for me. I kind of keep going back to the design elements being a big hang up with what's being posed, what the applicant wants to do, with what the -- what staff has provided guidance for and if they are strict in their interpretation of it, I think that's what -- exactly what we have asked him to do and I appreciate that. The -- this -- the Ten Mile Plan being put together in 2007 -- I think it's a very different time. It's 17 years ago. We have had a housing bubble and crash, we have had COVID, we have had unexpected or unprecedented growth I think is the right term. Approved a record number of multi-family units. Possibly 500 units immediately adjacent to this property. So, I think allowing a plan that I consider very outdated now to sort of dictate today's decisions seems a little bit wrong. I think it would be -- maybe to your point maybe we are so far along updating it maybe doesn't do us any benefit. I don't know. I would have to spend more time thinking about and looking at it, but that's -- that's a little bit troublesome to me that we would have a document that old to kind of decide what it is -- I don't like to trump kind of zoning requirements that we do require them to abide by. But, again, appreciate the staff being firm and being advocates of it, because that's exactly what we have asked them to do. I also want to make a comment. When we look at -- as a City Council when we develop these plans and we get the public input, create this vision where we ask our partners to share that and, then, we kind of put that forward, so that the -- those who wish to build -- and build out this great city of ours have an idea of what we want -- I'm not putting any capital on the line. I'm not putting -- I'm not putting myself out there. We envision it, we help guide them in that process, but our friends in the development community are the ones who are actually making it happen. So, I do think that we have to listen and we are provided some input as to how -- what people want who are more in tune than we are with what people want to buy and when you consider the cost of land in 2007 and maybe what we envision from today. My home was built in 2006 I think it was sold for 180,000 dollars.

Pretty sure it's over 600,000 today if I were to sell it, but if you look at today's environment it's really challenging and I think anyone moving ahead with a project does so with a certain amount of reservation for that. You look at the interest rates we have, just the cost of acquiring the land and, then, the inflationary costs that I have talked about from this -- this seat multiple times in terms of what that would be. So, in order to pencil out a project with all of those major obstacles is a daunting task and I think challenging. So, I think we should give some grace and consideration into modifications that are -- seem to be reasonable and I would think, as we sit here and we are often told one of the biggest challenges we have is that housing could be driving out families from Meridian -- I don't want to find us in 20 years where we are in one situation where not a lot of kids and families around, because they can't afford to live here. So, you know, this many homes in this area, as it sounds like, as I have been gathering this information tonight, we don't have a lot of it and as I drive along the freeway I have often looked out and thought is this just going to be a massive development. I don't know. I think -- I know I wouldn't want to buy an apartment -- or a home next to 500 apartments, so I would look to the applicant in make -- making that happen to some degree. So, I -- I'm -- I would be supportive of this for the reasons I have pretty obviously stated. I don't think it's appropriate that an outdated Comprehensive Plan dictates decisions made today, when the condition on the ground are so different from the vision we envisioned years ago and if we want to change that I think that would be a worthwhile policy discussion that we should undertake. We know that this area is probably going to develop pretty quickly. There is not a lot of areas in such prime locations to do that. I envision a lot of apartments, but I would like to -- I -- I understand the point being made of alley homes. I live in a community where there are some. I would never buy one, because I have four kids. So, I agree with that. But would prefer that -- my mom would prefer that. She doesn't want a yard. So -- so, I get it. Not to suggest to my mother, but -- but that kind of category is fine. It is appropriate. So, for those reasons I -- I am in favor of moving ahead with the application as it is, although I recognize it puts us in a bit of a bind and I think what Council Woman Strader -- her comment I do consider seriously, like if we allow this allowance, then, the door is open for future ones. I recognize that. But, again, I'm more troubled by the fact that an old outdated -- in my opinion an old outdated comprehensive plan is to be trumping what's the reality on the ground today.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I'm happy to maybe kind of continue the conversation. Similar -- similar thoughts in this area and I hopped on my Google machine during that testimony I Googled the population of Meridian in 2007 when -- we were half. We were half the population in 2007 than we are today and I started to think a little bit about what housing looked like in 2007 and it was largely, you know, nice size house on a nice size lot, big backyard, big front yard and I noticed part of it was designed to really encourage a lot of housing diversity and I think the Ten Mile Plan largely helped encourage job creation and, then, provide housing for those jobs. The housing piece was certainly a big help.

But I look back in 2007 and diverse housing was not near the level that it is today. Taylor's comments about density and -- and the testimony from the one citizen who came today is that the applicant is in a really unique spot where they see what is called for in the Ten Mile Specific Plan and our Comprehensive Plan and I think have tried really really hard to meet, at the same time also trying to be sensitive to the feedback that they have heard that we have right now too much multi-family in Meridian and it's -- it's unique in that you have got this and has brought something -- but they likely could have something with greater density and I would have been very vocally opposed and so now they are in this situation where they are lower on their density range and are having a rank denial from our Planning and Zoning Commission staff, which as a Council Member really makes me open my eyes to this application and we really need to be particular about -- you know, when you let -- have your Planning and Zoning Commission recommend denial, for me to look at this differently I really want to make sure that I feel really confident in my decision. I don't necessarily know if it is outdated. I'm more speaking towards is taking into account more of what is happening in the real world today, as opposed to what was contemplated in a crystal ball, you know, close to 18 years ago. So, I like most of this. Not all of it. I tried in the early in the evening with staff was about those design elements for that -- that did receive -- their design included in this application that they had wanted to see and the only thing that I can -- I can see that this application doesn't have that has been talked about in other housing applications that around the area, was townhomes and so to me that is not the nexus that I think this application should be required to overcome. Frankly, this is kind of unique in that a single housing complex in relation to a lot of different jobs centers isn't any different than what we are seeing in that area and so I think for that reason I'm likely to be in support of this this evening.

Simison: Thank you. And I won't stay shut up, but -- and -- and staff's heard me say this before, so, you know, I'm not the best example, because I don't necessarily adhere to the -- every part needs to meet every single element when you come into certain elements. Like when we -- you know, we have -- we have this conversation when you are talking about mixed use where one -- one parcel can hit all elements, another parcel can hit the elements that -- because it's the area is -- it's not development by development, parcel by parcel. I know that they have to do projects, but I think it's the right way to look at these larger areas and saying are they fulfilling the goal? Does every single annexation property to have that element to it or not? Again you guys got to make the hard decisions on these things, but, you know, sometimes -- I know it can be difficult in the conversation, because I don't know -- it's hard, you know, for people to say, well, when that one doesn't have it or conversely how do they work together to make that work and sometimes that's what it does is say we got to bring them in together, like we did up at Waltman, to get the desire to achieve a plan or the plan or the city without having to be on each individual location to have all the elements that everyone wants to have. So, housing types in this -- if there is other housing types in the plan that help consideration. Maybe not.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor and fellow Councilman and staff, I would like to say thank you for your due diligence in trying very hard to -- to do what we have tasked you with regarding the Ten Mile Plan, but to me I think I'm -- from what you just said, Mr. Mayor, substantially meets what we are looking for in that area and I struggle a little bit with the alley loaded homes, because that is not something I would purchase. I'm a dog lover and so I appreciate the fact that there is a dog park, so -- like to be able to open the door and let the dog out, so -- so, I'm tending toward -- for approval, because I think that in -- when we plan, even though it doesn't specifically meet what we have said in the 2007 plan, I think substantially it fits in that area.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: The discussion is appreciated. I will miss this dearly. I think if there is a time to highlight the difficulty that comes from being on City Council is -- we don't have it all the time, but this is the type of application where you have got subjective discretion, you have conflicting recommendations from what an applicant wants versus what staff wants. This is the perfect storm of trying to exercise your individual discretion of what's right for the city. So, I will -- my understanding where this thing is headed, but I will give you some brief background on -- from my perspective, having been on Council when the Ten Mile Plan was adopted. So, it's old, it kind of tells me that maybe I am, too, but some of the anecdotal things that inform my decision are the years and years of time when the Ten Mile Plan after it was passed sat largely vacant and there was such a great deal of lag and we were concerned at times about is it the plan that's holding everything back perhaps and should you abandon the plan perhaps and -- or should you adhere to it and allow the developed community and our -- and our community's needs to meet it. It was a higher bar. It was designed to be a higher bar and if you look at it now I'm extremely proud of not only the good work -- what happened. I remember all the charrettes in '27 -- 2007 and '6 I think it was. A lot of good work. I don't think it's that outdated. So, the older guy philosophy that -- that gives me pause -- first when -- when staff, who are subject matter experts in this and they rarely make that kind of recommendation -- it gives me pause and -- and P&Z's review certainly gives me pause, because that just -- and the focused attention on that discretion and is it right for Meridian. So, that's a starting spot for my review and for listening to the application. We have got an exceptional team in the back. You guys have done amazing work in Meridian. You know what you are doing. But you have highlighted that question that comes up at times is is this the right time. Is this the right project and the right spot at the right time and my predecessors used to say that. Councilman Rountree was famous for it. Dave Zaremba would say it. Mayor Tammy would say it. And every now and then that question fits, so -- then I think about the value of long term planning and staying relatively consistent and diligent and disciplined. The fear that I have -- I have talked about before -- broader maybe than this applicant -- is -- is the risk of incremental change and -- and item by item, a variant or a deviant -- deviation from -- whether it's a

long term plan. This could be a financial plan. This can be a land use specific area plan. But, boy, it takes a lot of energy and discipline to stay focused on that and think to yourself I'm going to try and make a decision that is correct in 2035 and it might not feel good in 2024. For me as -- again, maybe I'm being nostalgic, because my time is short, but I get most proud of the long-term perspectives. So -- and to be disciplined here. That being said, I think the Ten Mile Specific Area Plan is truly aspirational. I think what Hethe is saying is correct about the discretionary role of those standards versus, you know, code requirements. It's not designed -- it's designed to put us in this exact situation where you have got to make difficult calls. It's not required that you have 47 alley -- alley loaded, not 46. We purposely left it to create flexibility. So, the question amongst us as decision makers in exercise of our discretion is this enough; right? What if it had a -- what if it had six. Two? Right? You could. Does one; right? So, I don't fault the applicant for bringing what they presented and I think it's a beautiful project and it's got so many great elements met and I don't think having said that it's the right time. I think it's described is an attractive application that isn't ready for this location at this time. I appreciate staff standing strong and having the difficult conversations, making the recommendation, helping us make an informed decision and maybe I'm the minority in this, but I'm going to finish up being kind of sturdy and focused on the long-term benefit of this Ten Mile Plan and follow staff and P&Z. I just think this -- this attractive application is at the wrong time at this location.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, I just -- as the Council contemplates what you would like to do, I would like to at least put on the record both for the -- well, the no one that's watching it online, but for the record itself -- I mean cities are required by code to create a comprehensive plan and we have and comprehensive plans may be in place for many years. The prior comprehensive plan to what we have now was in place about 18 years. Now, in that 18 years it was amended periodically for reasons similar to what was brought to you tonight. Didn't fit. The vision that was there wasn't really -- was still the -- still the same vision, but just didn't fit and there were some alterations that were made to that comprehensive plan. A sub plan is not significantly different. It's the same concept. You created a vision for an area and this is an annexation, so you have free reign to deny it or approve it based on the vision that you -- you or prior councils have envisioned in this area. So, you don't have to adhere to the code. It -- whether there -- if it complies with the code isn't -- isn't the only determining factor. It's whether it's the right fit for the city and you are the only ones that could decide that. Staff, to their credit, and Planning has said if you don't think it fits the Ten Mile vision, then, do a comp plan amendment to come back and bring your vision, what you think should be altered from just making a slight change here and there, which is what they are proposing, to something maybe that's a little more significant and that was -- that was an option they didn't choose to do. So, it is within your authority to simply say this isn't the vision you want it, but I would be cautious on saying -- either saying the Ten Mile Plan is somewhat outdated, because you will get applications from tomorrow on saying Ten Mile doesn't

apply anymore and I don't think that's what you are saying tonight. But that's the message that may have been resonated with others and Planning will have to deal with that. It doesn't mean it doesn't exist. It's still there. It's still required or still a vision for this area and you have many -- you will still have many applications to go in some of parts. So, if your decision is you want to approve it, if you think the Ten Mile needs to be revisited that's your call. If you think this fits the generalized vision with some alterations, that's your call. But please make that clear on what your intentions are if that's what you would like to do and stay within the Ten Mile Plan. If you don't think it fits the vision of the Ten Mile Plan, that is completely within your discretion, because this is an annexation. You can simply deny if you don't think it is the right fit or the right time for the city to annex this property. So, all of those are within your purview, but I didn't want that to get lost from a future conversation or as part of your motion that, again, comprehensive plans can exist for many years, but when they get outdated the process is to amend it and that's what was proposed here and that was declined. So, I that's really the way it should work. If you don't think it fits anymore, well, then, we should go and look at amending it. Again, you don't have to go through a full scale process, we do those periodically on individual projects, and this is just one they didn't do that. So, I just didn't want to get that lost in whatever your decision is.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I just totally agree and I -- I guess I'm not totally alone, but, you know, I think I already explained my reasoning pretty succinctly. This is the area -- where I think the Ten Mile Plan had the vision and where I -- where it really speaks to me is this is the area that density is planned in the city. This is an employment center. It's near transportation. That was very intentional. I am probably harder than anybody on multi-family off of two lane roads that will never be widened, so I have to lease space for higher density to go places like there and that's just a philosophy I am coming at it from. I don't want to see sprawl. I want to see the density focused intentionally in places like the -- the Ten Mile Specific Area Plan where that was very much contemplated and so, you know, I feel like it would be logically inconsistent for me to be so tough on these applications, you know, for multi-family, but there needs to be a place for it in the city and this is the type of place that it belongs and so if I start allowing, you know, subdivisions that look to me very similar to subdivisions that are all across the city, then, you know, we are not going to get any more of this dirt back, so that there is an opportunity cost to that and so that's where I'm coming from. I am a big process person as well. I believe in the consistency our backing up our staff and our Planning and Zoning Commission in terms of having them adhere to a plan that's been very intentional and I think basically feel like, hey, it's been a long time, I'm very open to us looking at the plan and it's -- take a look at this area holistically and say, you know what, we overshot it and there is -- there is way too much multi-family compared to what we thought. Maybe there is a change that's needed in the plan. I'm open to those kinds of conversations on a policy level, but what I'm not open to is this getting a green light, because once we make these exceptions, get ready, the floodgates will open, we will be

getting exceptions every week. That's just my -- it's a little harsh, that's my two cents. I think it's important to be consistent in our processes and it's important to be strong to our long-term plans and be intentional about how we go about things, so if we feel like this plan needs to be upgraded, I think that's appropriate. I also appreciate that staff tried to direct the applicant toward that type of a process. I think that was the right recommendation.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Really I would like to correct the record. I don't think this was Council Member Strader's intention, but those of us that are supportive of this application are not somehow not having our staff's back in the collaborative process and we value the feedback from staff and just because we disagree on one particular point here, I would hope that that wasn't your intent to infer at the least some -- those of us that are affirmative of this application aren't supportive of staff and so I just -- I thought that was an important point to make. Maybe I'm hearing differently here in Arizona than it sounds in Meridian, but I just think that distinction is very very important to make.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Absolutely. Thank you for giving me that opportunity to clarify. No, I didn't mean that at all, but I do just feel like their recommendations weigh heavily on all of us. I know that we all take those into account and anytime it's -- by its nature anytime that we deviate from I think a staff recommendation we should be really clear I think in articulating the reason, so that we are supportive in that process. So, I would just encourage everybody who is in support to make sure to do that and know that you all will and that will help support staff just to articulate the reasoning going forward for other applicants.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: And I don't disagree with anything that's been said by anyone tonight and I never -- I didn't take any comments to suggest that those of us who were looking to be supportive any other way with staff. I think they did exactly what we wanted them to do and I think that's the right thing. But to Councilman -- President Borton's comments, we find ourselves at moments where as an elected official you have to make a decision that -- I think the applicant was totally within their -- their right and their ability to challenge some of the assumptions and to elevate that to use, because we are accountable to the people, so I don't think it's in any way a reflection of how any of us feel about the Planning and Zoning Commission or about the good work that the staff does. I just

think this is one of those unique situations where it kind of bubbles to the surface and, then, as members of Council we get to make a hard decision where we bring in our discretion and bring in our opinions and we tell people what -- how we would view the world and how we would approach these decisions and this is where we get to kind of express that, irrespective of the previous things that had occurred. So, again, I think this is an interesting and challenging conversation for sure, because we are talking about some really significant decisions, not just for the applicant, but for what as a city we want to see one of these really last, your know, big open areas and how we want to see that -- that develop. So, I'm certainly sensitive to that and I think getting one suggestion anyway that we don't appreciate the staff doing exactly what we wanted them to do or to suggest Planning and Zoning maybe got it wrong, I just think it is one of those things that is kind of unique and that's why we are in this situation.

Simison: And if I could just add, you know -- and this is probably the perfect application for these comments and I don't want to single out anybody specifically, but, you know, I have asked staff to give us their opinion, you know, much to -- maybe to some of the development community they would not like your opinion, they would like your compliance in that element. We have had this conversation with this applicant, you know, sometimes this is -- that would be their preference and I believe that's their opinion. Conversely, Planning and Zoning, we ask does it comply, you know. I have not asked for their -- when I have done my interviews with them I have not asked for their opinion on a value judgment, it has been does it meet the intentions of the code and the policy and I have tried to put them -- you know, at least the ones I have appointed into that realm and into the mind frame, because I say Council is where the -- where the value decision is to be made outside of that. The decision purview on what is right when -- for the community and so to me this process has worked perfectly when it comes down to maybe not of only liking or appreciating -- or I don't want to say anyone appreciates it, but, yeah, everyone would like to have a yes from staff, a yes from Planning and Zoning and a yes from Council on every project, but ultimately these -- this is a -- like I say, it's a value judgment on an annexation for the Council to determine and Planning and Zoning I think -- I think they have got it right from their perspective when they looked at the -- you know, there is a little bit of value judgment in there as well for them, but their opinion it maybe doesn't comply with the standards that they felt and their -- to their reading of it. So, great application for this wonderful conversation.

Parsons: Mr. Mayor, Members of the Council, if I'm reading the room right and we do need -- and you may want us to -- staff would recommend if this is going in favor of an approval that we continue this item and, then, bring back some conditions of approval, because currently with the denial from staff and P&Z there currently are no conditions of approval. So, we will need some time to work with the applicant and craft some of those up and bring them back for your review and approval. If that's your desire. I'm glad you left the public hearing open. Thank you.

Simison: Okay. From that standpoint timing. The 27th or the 2nd?

Parson: Council, Mayor, I think the later the better for us. Probably the first one in April. Give us some time. We got spring break next week. We are missing -- we are canceling City Council hearing next week and that's going to push some more hearings on the 26th. So, things are backing up a little bit. So, that gives us time to work with the applicant.

Simison: Does the 2nd work with the applicant? Give us time to get that done and bring it back? Okay.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: So, it seems appropriate to -- if I'm doing it correctly -- make a motion for a continuance for File No. H-2023-0049 to allow the applicant to work with the staff on a list of -- forgetting the word -- conditions of approval. Thank you. It's getting late. That would be my motion.

Little Roberts: Second.

Simison: Have a motion and a second to continue this item to April 2nd. Is there further discussion? Further guidance from legal or otherwise?

Nary: Mr. Mayor, Members of the Council, no, only that, though, with the hearing still open and the conditions of approval, if all six Council Members are here, you haven't made a decision on what you are doing, on what this project is doing. So, is that the intention to consider it on April 2nd for final decision, with conditions of approval as an offer an option to be able to move forward with an approval?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I think that was my intention was that we would vote on -- on this -- this applicant's proposal with the conditions being outlined. That's my intention with the motion.

Little Roberts: Second concurs.

Simison: Okay. Is there further discussion?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I just want to understand -- maybe I'm getting confused. Is the motion maker intending to approve in concept tonight with a continuance for the purposes of crafting a future development agreement set of conditions for that? Is that -- so, kind of an up or down vote with those to come or review -- because if you -- I think if you leave it totally open, then, other members of Council that are not here would vote on it. So, I think that's what Mr. Nary was kind of trying to --

Taylor: I'm open to being corrected on the right process here.

Simison: Let me save us a little bit of time. If another Council Member is here and would choose to vote no I will respect the will of the Council tonight and vote yes. So, that is not a question mark. If that just -- you know, from that standpoint. Now, if people that are going to vote yes aren't here, I can't speak to that situation, because that isn't the same agreement, so -- but that's -- I -- I don't know what the other Council Member will choose to do, if they will choose to participate or not participate, but --

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: It's -- it's been the practice -- you can make the motion now to take action, decide it, subject to the conditions of approval that will be brought back and formally approved on April 2nd. At least it gives the applicant some certainty, so there is nothing goes off the rails. I'm gone April 2nd. That's my last day, so --

Simison: But you will be here on April 2nd.

Borton: At least present, but -- and in which is fine. That doesn't matter for the -- the practice has been that and that would be appropriate to do the same thing tonight.

Taylor: So, Mr. Mayor, if I'm -- to clarify, since I made the motion, to make the motion correctly, that the motion would be to continue the public hearing.

Simison: I think we would want to close the public hearing.

Taylor: Or -- do you do want to close the public hearing? I thought Councilman Cavener wanted to keep the public hearing open, so -- maybe I'm ahead of my skis.

Nary: Mr. Mayor, can I help?

Simison: Yes.

Nary: Mr. Mayor. So, what I have heard the Council say -- I think you should leave the public hearing open, because you are going to need findings that are going to have to be approved. You haven't seen them yet. So, just to be -- in case there is a discussion about any of the findings. But I think Council Member -- I think what we are trying to do,

Councilman Taylor, you are wanting to move to approve the project tonight with -- set over until April 2nd for the findings to come back and, then, an opportunity to review. So, it can always be rescinded on April 2nd if there is a problem with the findings, but you will be able to hear them, because the hearing will still be open. But you won't be voting on approving or denying it on April 2nd at this juncture.

Taylor: So, Mr. Mayor -- so, we will be voting on the -- the application tonight subject to the conditions that we will be receiving on April 2nd. I would be supportive of that.

Little Roberts: Second concurs.

Simison: Okay. So, we have a path. This is a new one on me. I don't know that we have ever not -- approved a project without closing the public hearing essentially without taking another vote, but if it's legal it's legal. So, we have a motion and a second. Is there further discussion?

Borton: Mr. Mayor? And --

Simison: Councilman Borton.

Borton: It's only open for the purpose of receiving the conditions, not for members of the public or the applicant is not making a presentation. So, it's --

Nary: Yeah. I apologize for not making that clear. Not for further testimony. Is to receive the findings and since we don't have them to discuss we want to make sure that the Council has a full opportunity to discuss the findings only.

Simison: All right. Further discussion? Clerk will call the roll.

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

Simison: Three ayes, two no's, and the item is agreed to and it's continued to come back on April 2nd.

MOTION CARRIED: THREE AYES. TWO NAYS. ONE ABSENT.

ORDINANCES [Action Item]

- 5. Ordinance No. 24-2048: An ordinance (Crowley Park Subdivision – H-2023-0053) annexing a parcel of land lying in a portion of the northwest quarter of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 1.13 acres of such real property from R1 (Estate Residential) to R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable**

use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.

Simison: With that we will move on to Item 5, which is Ordinance No. 24-2048. Ask the Clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. It's an ordinance related to Crowley Park Subdivision, H-2023-0053, annexing a parcel of land lying in a portion of the northwest quarter of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described in Exhibit "A"; rezoning 1.13 acres of such real property from R-1 (Estate Residential) to R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable use and area maps, as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.

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

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Make a motion that we approve Ordinance No. 24-2048.

Little Roberts: Second.

Simison: Have a motion and a second to approve Ordinance No. 24-2048. Is there any discussion? If not, Clerk will call the roll.

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

Simison: All ayes. Motion carries and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

FUTURE MEETING TOPICS

Simison: Council, anything under future meeting topics? Or do I have a motion to adjourn?

Borton: Move to adjourn.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 9:27 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Apex Northwest No. 4 Sanitary Sewer and Water Main Easement (ESMT-2024-0005)

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 4

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 ESMT-2024-0005

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Monte C. Miller and Maureen E. Miller, ("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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

(stamp)

Notary Signature

My Commission Expires: _____

October 11, 2023
Project No.: 22-023
Lake Hazel Rd. Sewer and Water Project
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian sewer and water easement being situated in a portion of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the North 1/4 corner of said Section 6, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Northeast corner of said Section 6, thence following the northerly line of the Northeast 1/4 of said Section 6, S89°42'21"E a distance of 36.00 feet;
Thence leaving said northerly line, S00°17'39"W a distance of 46.00 feet to the **POINT OF BEGINNING.**

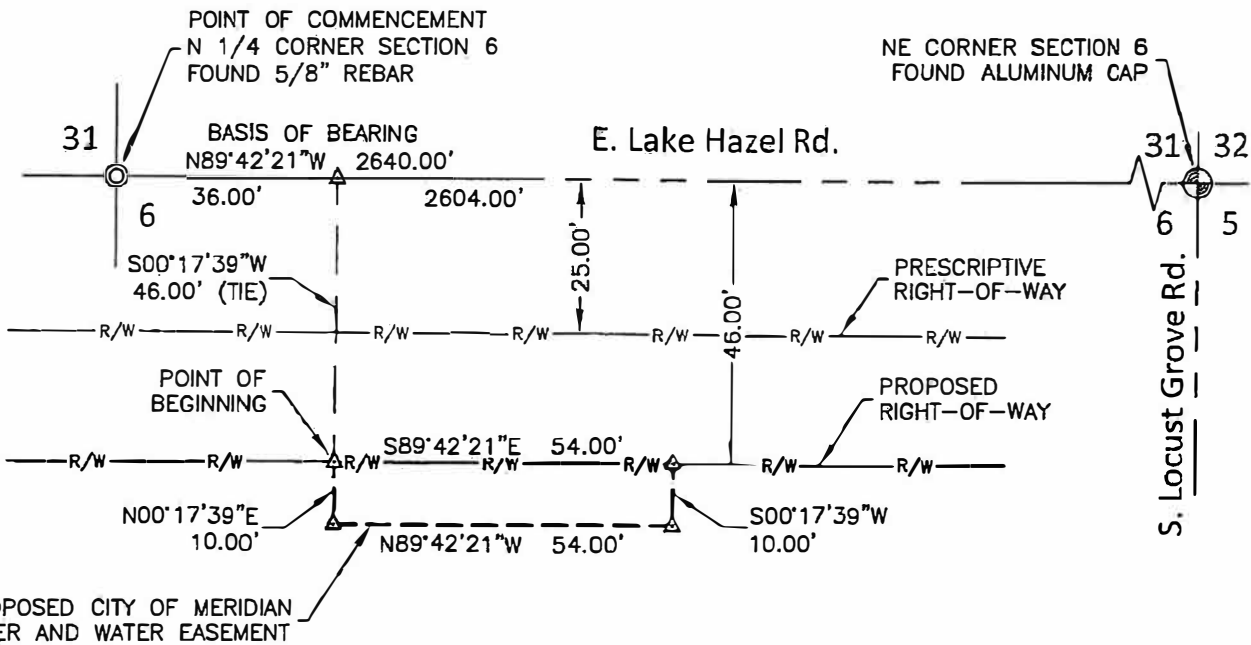
Thence S89°42'21"E a distance of 54.00 feet;
Thence S00°17'39"W a distance of 10.00 feet;
Thence N89°42'21"W a distance of 54.00 feet;
Thence N00°17'39"E a distance of 10.00 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 540 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

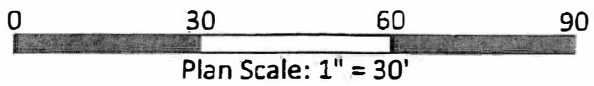
Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\22-023\CAD\SURVEY\EXHIBITS\22-023 SEWER AND WATER EASEMENT MILLER.DWG, AARON BALLARD, 10/11/2023, ESTUDIO907.PC3, ...



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 Monte Miller
 APN: S1406120800



km
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: October 2023
 PROJECT: 22-023
 SHEET: 1 OF 1

Exhibit B
 City of Meridian Sewer and Water Easement
 Lake Hazel Rd. Sewer and Water Project
 NW 1/4 NE 1/4 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho



AGENDA ITEM

ITEM TOPIC: Vertex Subdivision No. 2 Pedestrian Pathway Easement (ESMT-2024-0008)

Project Name or Subdivision Name:

Vertex Subdivision No. 2

For Internal Use Only ESMT-2024-0008
Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
Smith Brighton Inc. ("Grantor") and the City of Meridian, an Idaho Municipal
Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

Notary Stamp Below

Notary Signature
My Commission Expires: _____

January 15, 2024
Project No.: 22-016
Vertex Subdivision No. 2
City of Meridian Pathway Easement
Legal Description

Exhibit A

A parcel of land situated in a portion of the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 5, which bears N89°56'45"W a distance of 2,659.06 feet from an aluminum cap marking the Northeast corner of said Section 5;

Thence following the westerly line of said Northeast 1/4, S00°01'10"W a distance of 1,753.05 feet;

Thence leaving said westerly line, N45°45'15"E a distance of 20.13 feet to **POINT OF BEGINNING 1**.

Thence N45°45'15"E a distance of 14.03 feet;

Thence S47°49'12"E a distance of 147.62 feet;

Thence 31.06 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 63°33'50", a chord bearing of S79°36'07"E and a chord distance of 29.49 feet;

Thence N68°36'58"E a distance of 767.09 feet;

Thence S22°29'45"E a distance of 14.00 feet to a point hereinafter referred to as Point A;

Thence S68°36'58"W a distance of 767.36 feet;

Thence 46.59 feet along the arc of a curve to the right, said curve having a radius of 42.00 feet, a delta angle of 63°33'50", a chord bearing of N79°36'07"W and a chord distance of 44.24 feet;

Thence N47°49'12"W a distance of 148.50 feet to **POINT OF BEGINNING 1**.

Said easement contains 13,359 square feet (0.307 acres), more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point A, thence S87°08'36"E a distance of 66.39 feet to **POINT OF BEGINNING 2**.

Thence 20.12 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet, a delta angle of 38°25'24", a chord bearing of S65°14'23"E and a chord distance of 19.74 feet;

Thence S46°01'41"E a distance of 271.21 feet;

Thence 46.00 feet along the arc of a curve to the right, said curve having a radius of 112.00 feet, a delta angle of 23°31'56", a chord bearing of S34°15'43"E and a chord distance of 45.68 feet;

Thence S22°29'45"E a distance of 29.01 feet;

Thence N65°00'09"W a distance of 18.77 feet;

Thence N46°01'41"W a distance of 3.30 feet;

Thence N22°29'45"W a distance of 12.15 feet;

Thence 40.25 feet along the arc of a curve to the left, said curve having a radius of 98.00 feet, a delta angle of 23°31'56", a chord bearing of N34°15'43"W and a chord distance of 39.97 feet;

Thence N46°01'41"W a distance of 272.62 feet;

Thence N22°29'45"W a distance of 18.79 feet to **POINT OF BEGINNING 2**.

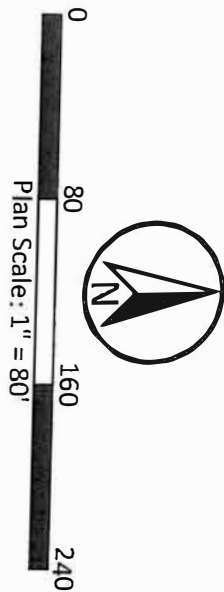
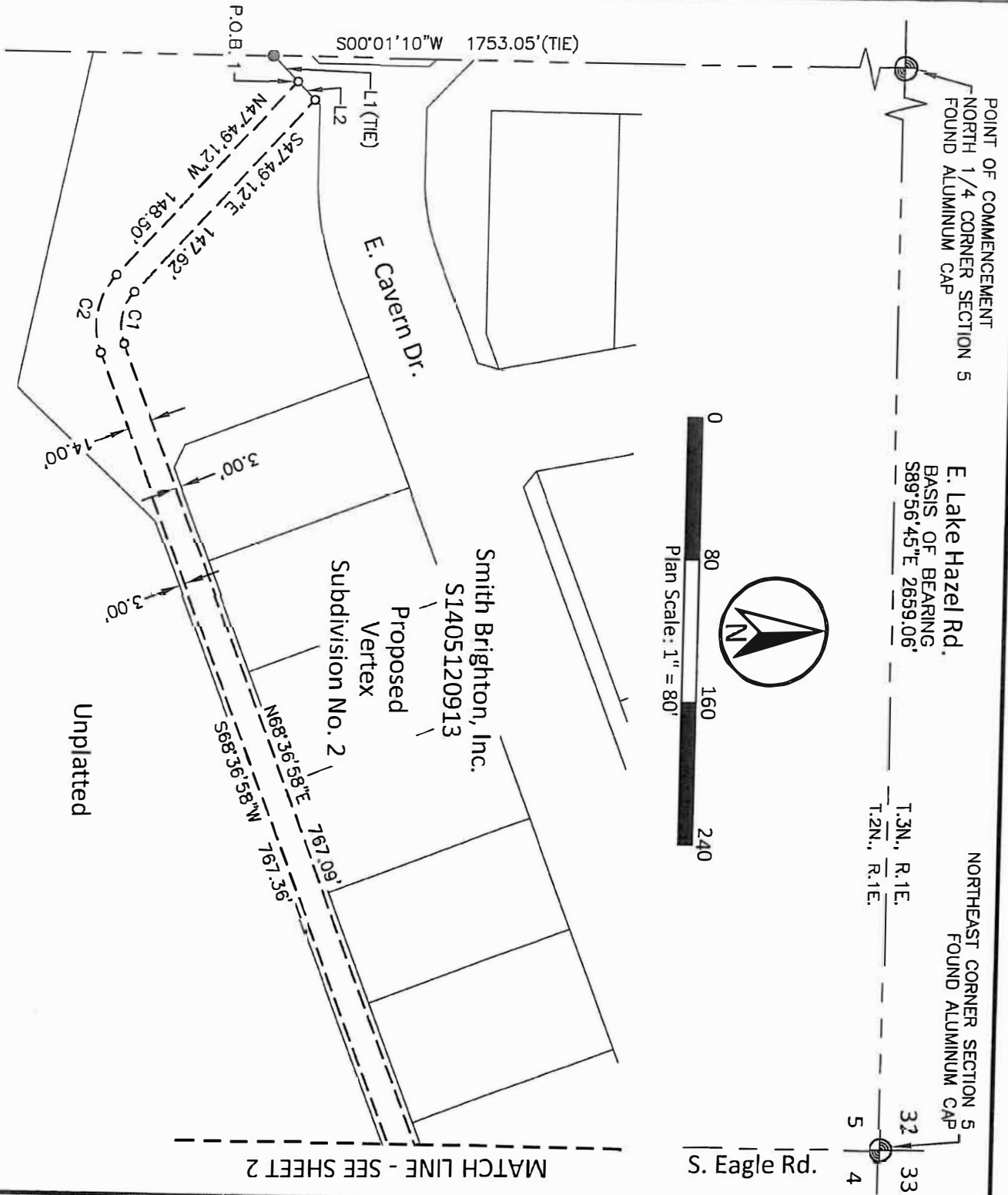
Said easement contains a total of 4,817 square feet (.111 acres), more or less.

Said easement descriptions contain a total of 18,176 square feet (0.417 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



1.15.2024

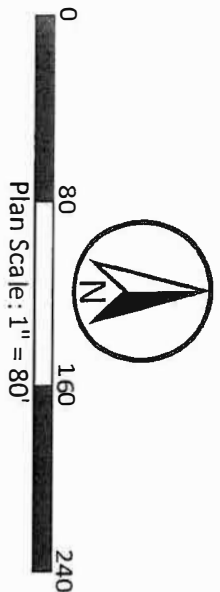
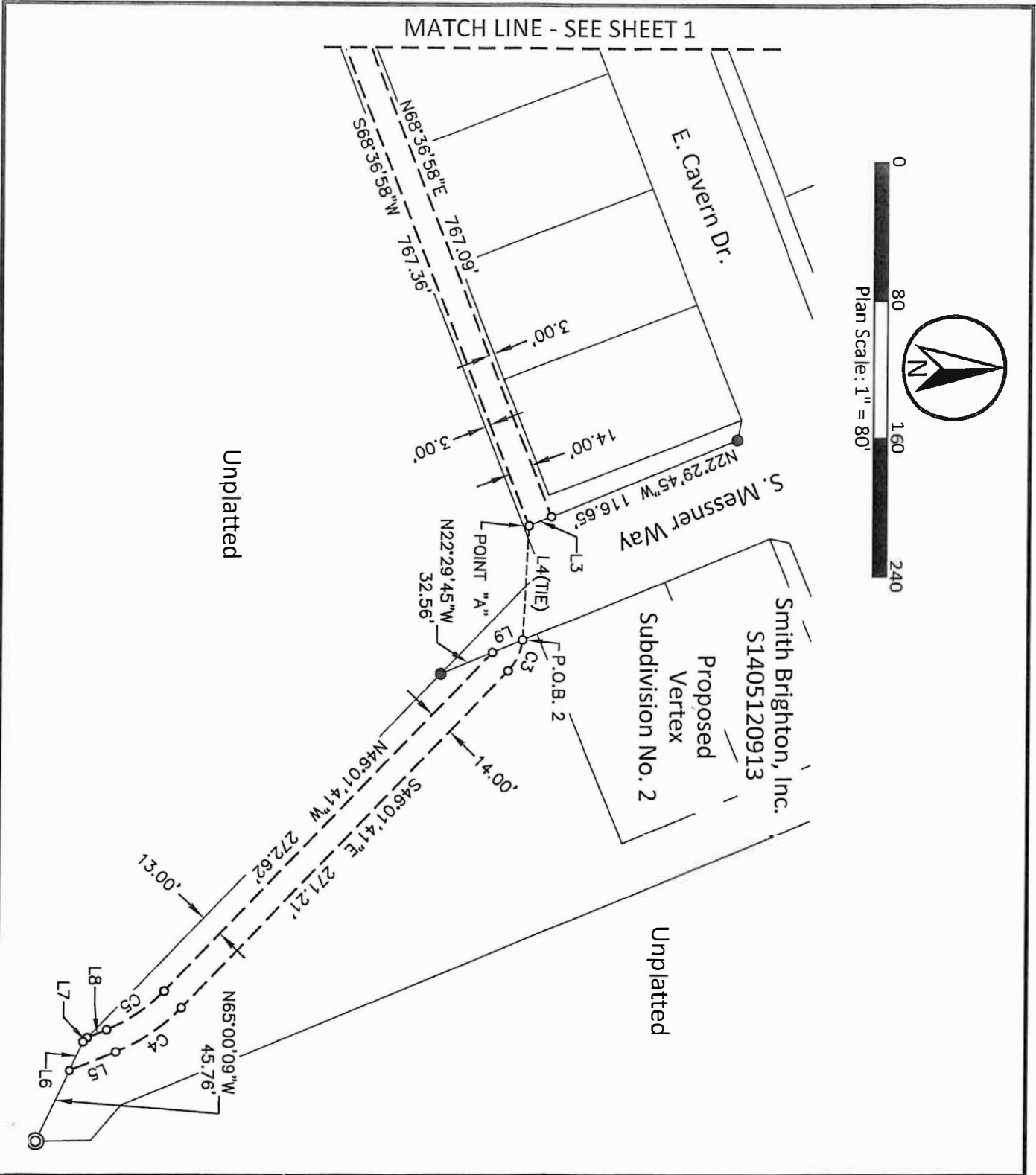


**Exhibit B - City of Meridian Pathway Easement
Vertex Subdivision No. 2**

Situated in SW 1/4 of NE 1/4 of Section 5,
T2N, R1E, B.M., City of Meridian, Ada County, Idaho

DATE:	January 2024
PROJECT:	22-016
SHEET:	1 OF 3

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 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmeng@kjp.com

DATE: January 2024
 PROJECT: 22-016
 SHEET: 2 OF 3

**Exhibit B - City of Meridian Pathway Easement
 Vertex Subdivision No. 2**

Situated in SW 1/4 of NE 1/4 of Section 5,
 T2N, R1E, B.M., City of Meridian, Ada County, Idaho

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°45'15"E	20.13
L2	N45°45'15"E	14.03
L3	S22°29'45"E	14.00
L4	S87°08'36"E	66.39
L5	S22°29'45"E	29.01
L6	N65°00'09"W	18.77
L7	N46°01'41"W	3.30
L8	N22°29'45"W	12.15
L9	N22°29'45"W	18.79

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	28.00'	31.06'	63°33'50"	S79°36'07"E	29.49'
C2	42.00'	46.59'	63°33'50"	N79°36'07"W	44.24'
C3	30.00'	20.12'	38°25'24"	S65°14'23"E	19.74'
C4	112.00'	46.00'	23°31'56"	S34°15'43"E	45.68'
C5	98.00'	40.25'	23°31'56"	N34°15'43"W	39.97'

Exhibit B - City of Meridian Pathway Easement
Vertex Subdivision No. 2

Situated in SW 1/4 of NE 1/4 of Section 5,
T2N, R1E, B.M., City of Meridian, Ada County, Idaho

DATE: January 2024

PROJECT: 22-016

SHEET:
3 OF 3



ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



AGENDA ITEM

ITEM **TOPIC:** Firenze Plaza Shop Water Main Easement (ESMT-2024-0018)

Project Name or Subdivision Name:

"Firenze Plaza Shop A" Water Easement

Water Main Easement Number: 01

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 ESMT-2024-0018

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between First Meridian Limited Partnership _____ ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of- way and easement hereby granted shall become part of, or lie within the boundaries of any

public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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

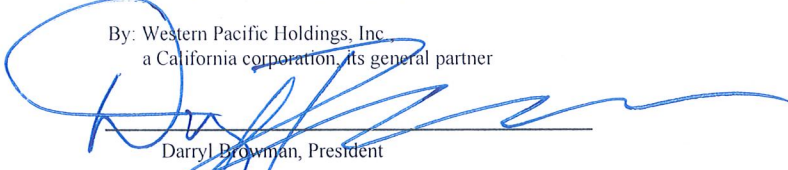
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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

GRANTOR:

First Meridian Limited Partnership,
a Wyoming limited liability company

By: Western Pacific Holdings, Inc.
a California corporation, its general partner



Darryl Brownman, President

STATE OF IDAHO)

) ss

County of Ada)

AK
2/1/2024

This record was acknowledged before me on _____ (date) by _____
(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 _____
(name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature
My Commission Expires: _____

see Attorneys
certificate

CALIFORNIA ALL-PURPOSE 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.

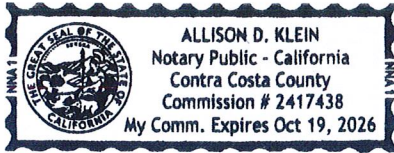
State of California)
County of CONTRA COSTA)

On FEBRUARY 1, 2024 before me, ALLISON D. KLEIN, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared DARRYL BEZICMAN
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.

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: WATER MAIN BASEMENT
Document Date: FEBRUARY 1, 2024 Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

Notary Stamp Below

Notary Signature

My Commission Expires: _____



January 26, 2024
Project No. 122072

EXHIBIT "A"

**WATERLINE EASEMENT
CITY of MERIDIAN
FIRENZE PLAZA SUBDIVISION**

An easement located in Lot 4, Block 1 of Firenze Plaza Subdivision, as same is shown on the official plat thereon, filed in Book 124, at Page 19867, Ada County records, located in a portion of the Southeast One Quarter of the Southeast One Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 4, thence on the north Lot line of said Lot 4, South 89° 22' 53" East, 29.57 feet, to the **POINT OF BEGINNING**:

- Thence continuing on said north Lot line, South 89° 22' 53" East, 20.00 feet;
- Thence leaving said north Lot line, South 00° 16' 38" West, 20.93 feet;
- Thence North 89° 43' 22" West, 20.00 feet;
- Thence North 00° 16' 38" East, 21.05 feet to the **POINT OF BEGINNING**.

The above-described easement contains 0.009 Acres (420 Ft²) more or less.

PREPARED BY:
THE LAND GROUP, INC.
Michael S. Femenia

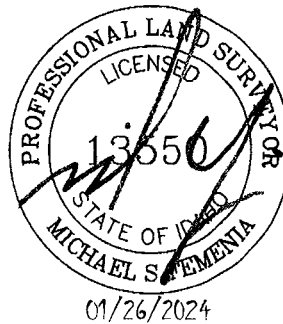


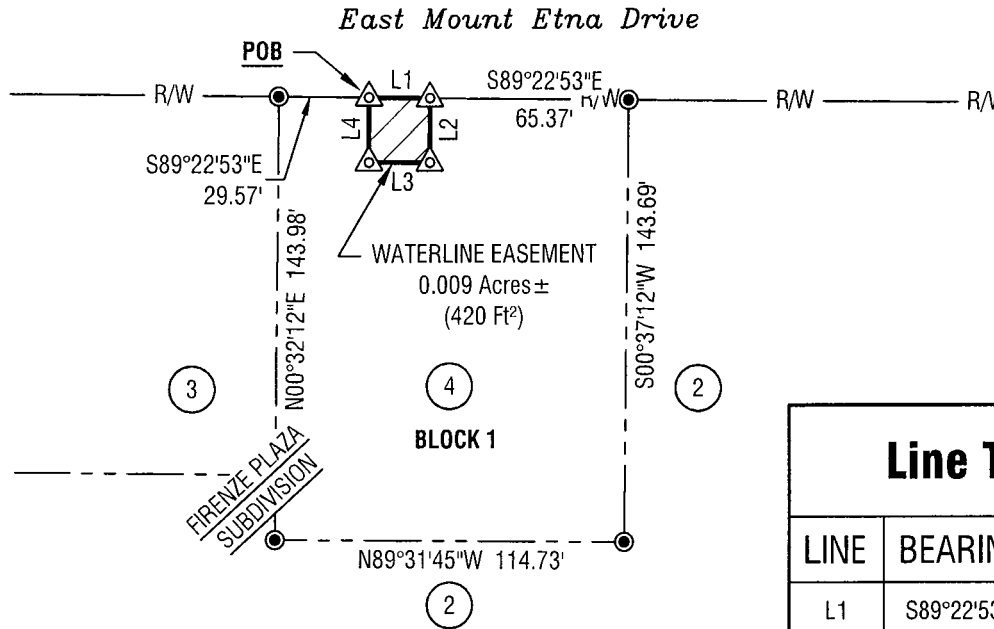
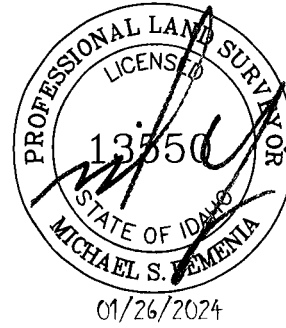
Exhibit "B"

Water Line Easement

for

City of Meridian

Situate in Lot 1, Block 4 of Firenze Plaza Subdivision
 Located in a Portion of the SE 1/4 of the SE 1/4 of Section 29
 Township 3 North, Range 1 East, Boise Meridian
 City of Meridian, Ada County, Idaho
 2024



Line Table		
LINE	BEARING	LENGTH
L1	S89°22'53"E	20.00'
L2	S00°16'38"W	20.93'
L3	N89°43'22"W	20.00'
L4	N00°16'38"E	21.05'

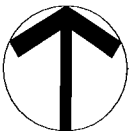
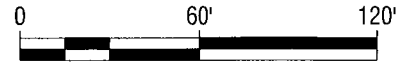


Exhibit "B"

Horizontal Scale: 1" = 60'



Project No.: 122072
 Date of Issuance: January 26, 2024



Water Line Easement
City of Meridian - Browman Development Co.
Firenze Plaza Shops - A



AGENDA ITEM

ITEM TOPIC: Foxcroft Subdivision No. 2 and No. 3 Sanitary Sewer Easement (ESMT-2024-0028)

Project Name or Subdivision Name:
Foxcroft Subdivision No. 2 and 3

Sanitary Sewer & Water Main Easement Number: _____
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 ESMT-2024-0028
Record Number: _____

SANITARY SEWER EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
Open Door Rentals LLC and Viper Investments LLC ("Grantor") and the City of Meridian, an Idaho
Municipal Corporation ("Grantee");

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

WHEREAS, the sanitary sewer 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 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 allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

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

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

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

Notary Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT A
Description for
Sanitary Sewer Easement
Foxcroft Subdivision
December 18, 2022

A portion of the South 1/2 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:

Commencing at the Center 1/4 corner of said Section 10 from which the East 1/4 corner of said Section 10 bears South 89°36'02" East, 2655.68 feet; thence on the east-west centerline of said Section 10, South 89°36'02" East, 1,093.56 feet; thence leaving said east-west centerline, North 00°23'58" East, 45.00 feet to the **POINT OF BEGINNING**;

thence continuing North 00°23'58" East, 124.40 feet;

thence North 71°48'21" East, 84.01 feet;

thence North 00°03'48" East, 262.51 feet;

thence South 89°56'12" East, 134.43 feet;

thence North 45°03'48" East, 29.80 feet;

thence North 00°03'48" East, 128.92 feet;

thence North 89°44'54" East, 58.83 feet;

thence South 04°27'00" West, 5.23 feet;

thence South 85°32'17" East, 52.93 feet;

thence South 43°18'48" West, 58.56 feet;

thence South 89°44'54" West, 51.08 feet;

thence South 00°03'48" West, 118.10 feet;

thence North 89°56'12" West, 134.43 feet;

thence South 45°03'48" West, 29.80 feet;



thence South 00°03'48" West, 235.90 feet;

thence South 71°48'21" West, 67.49 feet;

thence South 36°06'09" West, 26.98 feet;

thence South 00°23'58" West, 76.04 feet;

thence South 89°36'02" East, 18.50 feet;

thence South 00°23'58" West, 17.38 feet to the north right-of-way line of W. Pine Avenue;

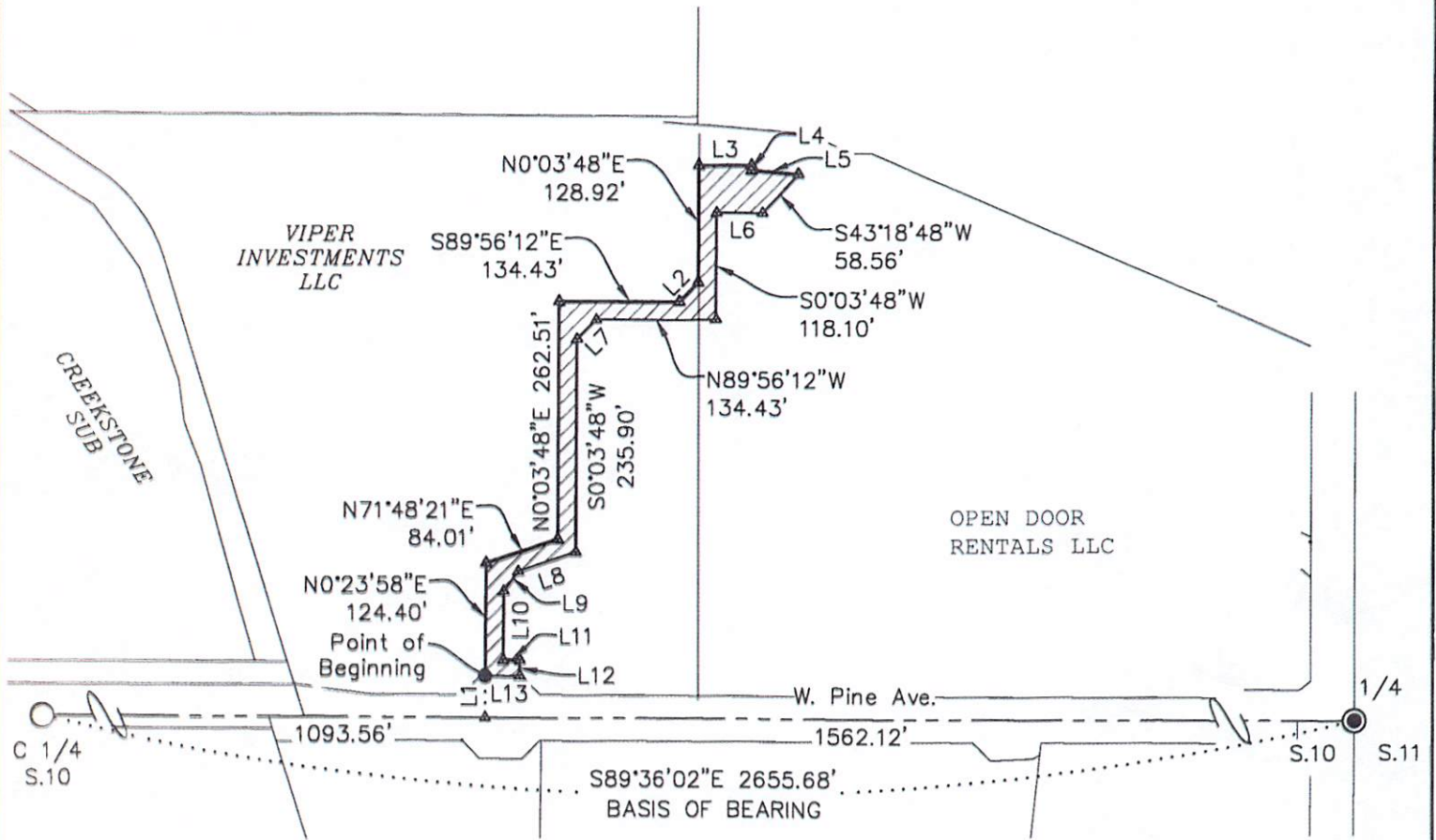
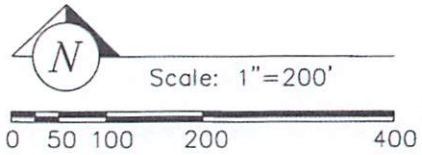
thence on said north right-of-way line, North 89°36'02" West, 38.50 feet to the **POINT OF BEGINNING**.

Containing 19,930 square feet or 0.46 acres, more or less.

End of Description.



EXHIBIT B



C 1/4
S.10

1/4
S.10 S.11



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°23'58"E	45.00
L2	N45°03'48"E	29.80
L3	N89°44'54"E	58.83
L4	S4°27'00"W	5.23
L5	S85°32'17"E	52.93
L6	S89°44'54"W	51.08
L7	S45°03'48"W	29.80

LINE TABLE		
LINE	BEARING	LENGTH
L8	S71°48'21"W	67.49
L9	S36°06'09"W	26.98
L10	S0°23'58"W	76.04
L11	S89°36'02"E	18.50
L12	S0°23'58"W	17.38
L13	N89°36'02"W	38.50

ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

EXHIBIT DRAWING FOR
SANITARY SEWER EASEMENT
 FOXCROFT SUBDIVISION

A PORTION OF THE S1/2 OF THE NE1/4 OF SECTION 10, T.3N., R.1W., B.M.,
 CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
21-159

SHEET NO.
1

DWG. DATE
12/18/2022



AGENDA ITEM

ITEM **TOPIC:** Chipotle AFC Buildings Water Main Easement (ESMT-2024-0042)

Project Name or Subdivision Name:

Chipotle AFC Buildings

Water Main Easement Number: 01

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 ESMT-2024-0042

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Smith Frazier, LLC _____ ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of- way and easement hereby granted shall become part of, or lie within the boundaries of any

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

‡ ss.

County of Ada)

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

Notary Stamp Below

Notary Signature
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of parcel E as shown on Record of Survey No. 13573, Instrument No. 2022-070648, Ada County Records, in the NE 1/4 Section 24, T. 3N., R. 1W., Boise Meridian, City of meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Parcel E, thence on the westerly line of said parcel E $N00^{\circ}00'16''W$ a distance of 15.47 feet to a point on the north line of a water and sewer easement as sown in Instrument No. 107141995, Ada County Records; thence on last said north line $S89^{\circ}58'40''E$ a distance of 13.26 feet to the Point of beginning; thence $N00^{\circ}01'31''E$ a distance of 173.41 feet; thence $S89^{\circ}59'47''E$ a distance of 19.99 feet; thence $S00^{\circ}01'15''W$ a distance of 4.27 feet; thence $N89^{\circ}34'07''E$ a distance of 20.28 feet; thence $S00^{\circ}01'17''W$ a distance of 20.00 feet; thence $S89^{\circ}34'07''W$ a distance of 20.28 feet; thence $S00^{\circ}01'16''W$ a distance of 114.00 feet; thence $S89^{\circ}58'36''E$ a distance of 21.00 feet; thence $S00^{\circ}14'14''W$ a distance of 20.00 feet; thence $N89^{\circ}58'38''W$ a distance of 21.00 feet; thence $S00^{\circ}01'15''W$ a distance of 15.14 feet to a point on last said north line; thence on last said north line $N89^{\circ}58'40''W$ a distance of 20.00 to the Point of Beginning.

The above described parcel contains 4,293 Square Feet, more or less.

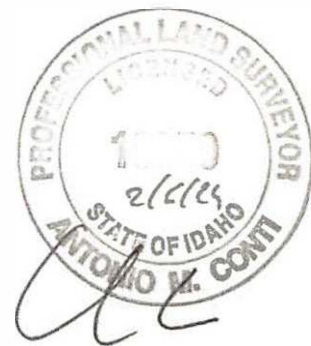
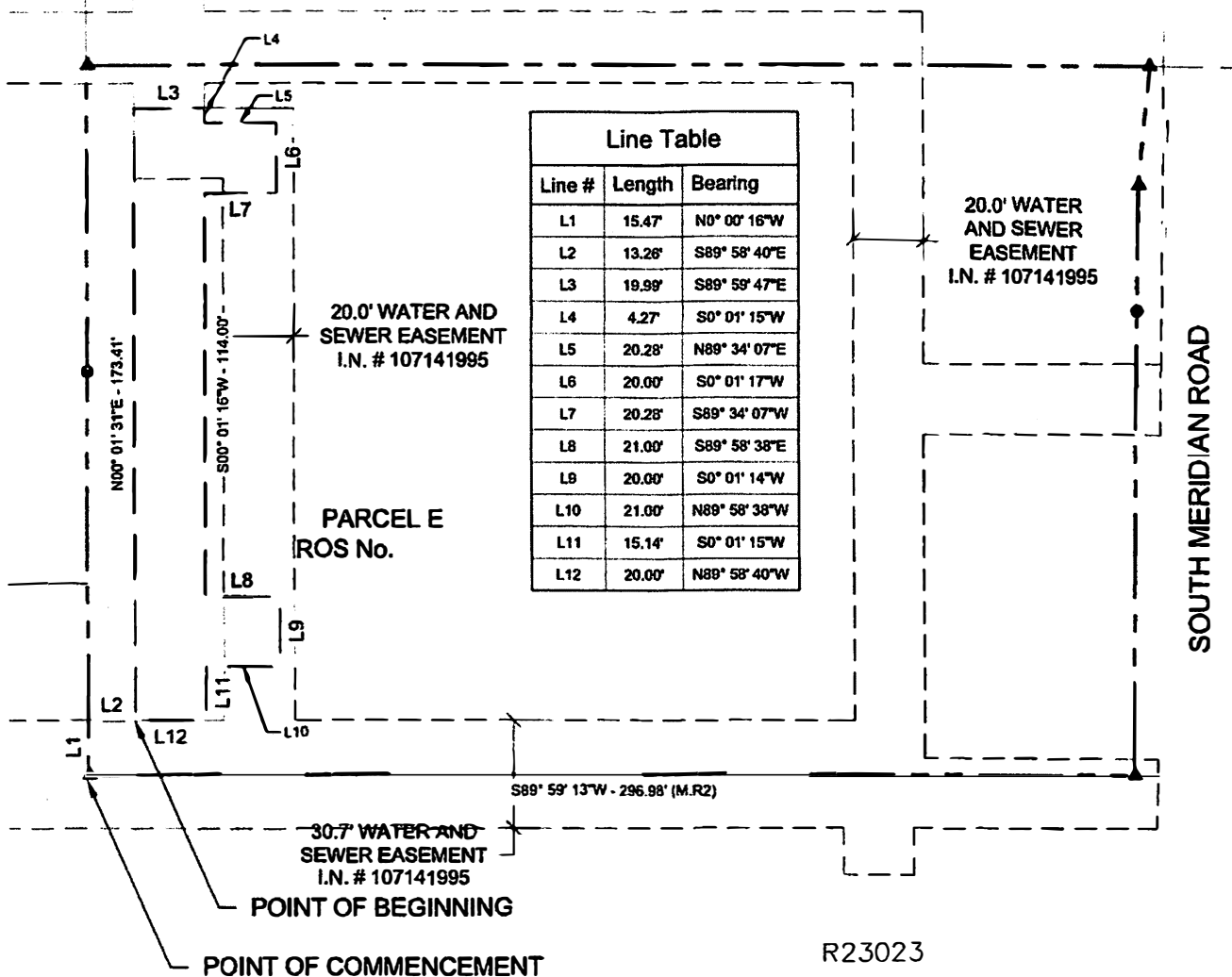


EXHIBIT B

A PARCEL OF LAND BEING A PORTION OF PARCELE AS SHOWN ON RECORD OF SURVEY NO. 13573, INSTRUMENT NO. 2022-070648 ADA COUNTY RECORDS, IN THE NE 1/4 SECTION 24, T. 3N., R. 1W. BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO.



Scale: 1" = 50'



Line Table		
Line #	Length	Bearing
L1	15.47'	N0° 00' 16"W
L2	13.26'	S89° 58' 40"E
L3	19.99'	S89° 59' 47"E
L4	4.27'	S0° 01' 15"W
L5	20.28'	N89° 34' 07"E
L6	20.00'	S0° 01' 17"W
L7	20.28'	S89° 34' 07"W
L8	21.00'	S89° 58' 38"E
L9	20.00'	S0° 01' 14"W
L10	21.00'	N89° 58' 38"W
L11	15.14'	S0° 01' 15"W
L12	20.00'	N89° 58' 40"W

R23023



7661 West Riverside Drive, Ste. 102 · Garden City, ID 83714
 208.853.6470 · www.ackerman-estvold.com
 Minot, ND | Fargo, ND | Williston, ND | Boise, ID



AGENDA ITEM

ITEM TOPIC: Foxcroft Subdivision No. 2 and 3 Pedestrian Pathway Easement (ESMT-2024-0043).

Project Name or Subdivision Name:

Foxcroft Subdivision No 2

For Internal Use Only EST-2024-0043
Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
Open Door Rentals LLC ("Grantor") and the City of Meridian, an Idaho Municipal
Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

Notary Stamp Below

Notary Signature
My Commission Expires: _____

Description for
Pathway Easement
Foxcroft Subdivision No. 2
February 23, 2024

A portion of the Southeast 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:

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; thence on the west boundary line of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 10, North 00°03'48" East, 611.35 feet to the **POINT OF BEGINNING**;

thence continuing North 00°03'48" East, 14.04 feet;

thence leaving said west boundary line, South 85°32'26" East, 116.56 feet;

thence 8.58 feet on the arc of curve to the right having a radius of 40.00 feet, a central angle of 12°17'10" and a long chord which bears South 79°23'51" East, 8.56 feet;

thence South 73°15'16" East, 59.81 feet;

thence 4.61 feet on the arc of a curve to the right having a radius of 40.00 feet, a central angle of 06°36'02" and a long chord which bears South 69°57'15" East, 4.61 feet;

thence South 66°39'14" East, 353.64 feet;

thence South 67°31'05" East, 357.04 feet;

thence South 66°01'48" East, 428.78 feet;

thence 7.72 feet on the arc of curve to the right having a radius of 28.00 feet, a central angle of 15°47'49" and a long chord which bears South 58°07'54" East, 7.70 feet;

thence South 50°13'59" East, 29.48 feet;

thence 18.60 feet on the arc of curve to the right having a radius of 32.00 feet, a central angle of 33°18'07" and a long chord which bears South 33°34'55" East, 18.34 feet;

thence South 16°55'52" East, 10.77 feet;



thence 6.43 feet on the arc of curve to the left having a radius of 8.00 feet, a central angle of 46°02'22" and a long chord which bears South 39°57'03" East, 6.26 feet to the west right-of-way line of N. Tenmile Road;

thence on said west right-of-way line, South 00°00'08" East, 14.57 feet;

thence leaving said west right-of-way line 24.40 feet on the arc of a curve to the right having a radius of 22.00 feet, a central angle of 63°33'30" and a long chord which bears North 48°42'37" West, 23.17 feet;

thence North 16°55'52" West, 10.77 feet;

thence 10.46 feet on the arc of curve to the left having a radius of 18.00 feet, a central angle of 33°18'07" and a long chord which bears North 33°34'55" West, 10.32 feet;

thence North 50°13'59" West, 29.48 feet;

thence 3.86 feet on the arc of curve to the left having a radius of 14.00 feet, a central angle of 15°47'49" and a long chord which bears North 58°07'54" West, 3.85 feet;

thence North 66°01'48" West, 428.60 feet;

thence North 67°31'05" West, 356.96 feet;

thence North 66°39'14" West, 353.75 feet;

thence 3.00 feet on the arc of curve to the left having a radius of 26.00 feet, a central angle of 06°36'02" and a long chord which bears North 69°57'15" West, 2.99 feet;

thence North 73°15'16" West, 59.81 feet;

thence 5.58 feet on the arc of curve to the left having a radius of 26.00 feet, a central angle of 12°17'10" and a long chord which bears North 79°23'51" West, 5.56 feet;

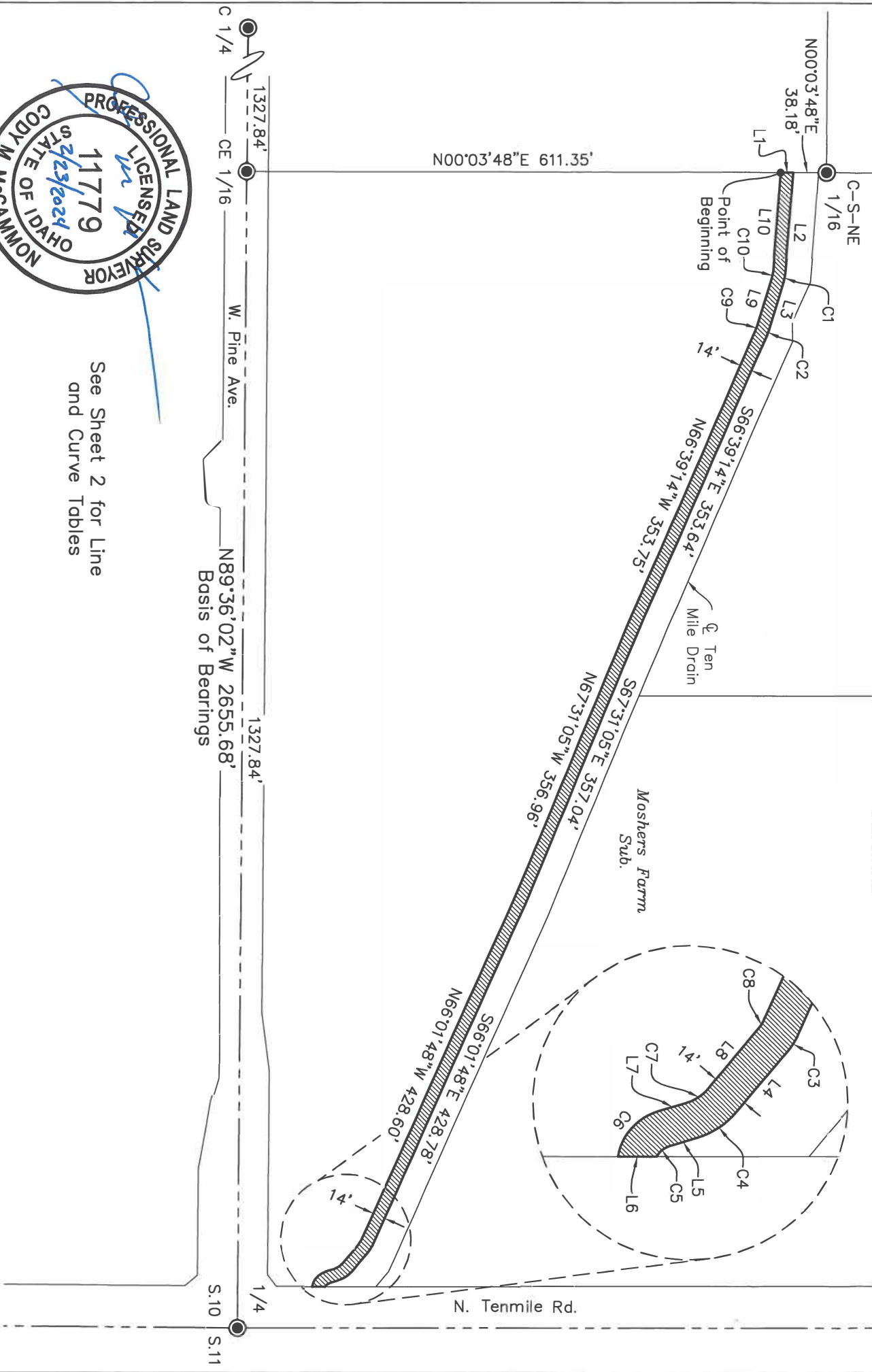
thence North 85°32'26" West, 115.49 feet to the **POINT OF BEGINNING**.

Containing 19,630 square feet or 0.451 acres, more or less.

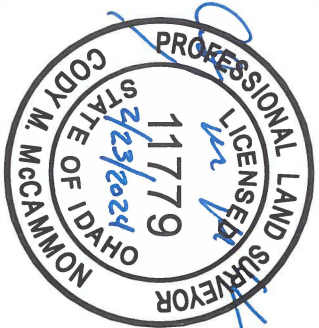
End of Description.



B LIBHX3



See Sheet 2 for Line and Curve Tables



Scale: 1" = 150'



P:\Foxcroft Apartments 21-406\dwg\Foxcroft Sub No.2 Path Ease.dwg 2/23/2024 12:38:50 PM

IDAHO SURVEY GROUP, LLC

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

Exhibit Drawing for
Pathway Easement
Foxcroft Subdivision No. 2

A portion of the SE1/4 of the NE1/4 of Section 10,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.	21-406
Sheet No.	1 of 2
Dwg. Date	2/23/2024



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	8.58'	40.00'	121°7'10"	S79°23'51"E	8.56'
C2	4.61'	40.00'	6°36'02"	S69°57'15"E	4.61'
C3	7.72'	28.00'	15°47'49"	S58°07'54"E	7.70'
C4	18.60'	32.00'	33°18'07"	S33°34'55"E	18.34'
C5	6.43'	8.00'	46°02'22"	S39°57'03"E	6.26'
C6	24.40'	22.00'	63°33'30"	N48°42'37"W	23.17'
C7	10.46'	18.00'	33°18'07"	N33°34'55"W	10.32'
C8	3.86'	14.00'	15°47'49"	N58°07'54"W	3.85'
C9	3.00'	26.00'	6°36'02"	N69°57'15"W	2.99'
C10	5.58'	26.00'	121°7'10"	N79°23'51"W	5.56'

Line Table		
Line	Bearing	Length
L1	N00°03'48"E	14.04'
L2	S85°32'26"E	116.56'
L3	S73°15'16"E	59.81'
L4	S50°13'59"E	29.48'
L5	S16°55'52"E	10.77'
L6	S00°00'08"E	14.57'
L7	N16°55'52"W	10.77'
L8	N50°13'59"W	29.48'
L9	N73°15'16"W	59.81'
L10	N85°32'26"W	115.49'

IDAHO SURVEY GROUP, LLC

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

Exhibit Drawing for
Pathway Easement
Foxcroft Subdivision No. 2

A portion of the SE1/4 of the NE1/4 of Section 10,
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

21-406
Sheet No.
2 of 2
Dwg. Date
2/23/2024



AGENDA ITEM

ITEM **TOPIC:** Aviation Subdivision Water Main Easement No. 2 (ESMT-2024-0044).

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

Notary Stamp Below

Notary Signature
My Commission Expires: _____

Exhibit A
City of Meridian Sewer and Water Easement
Aviation Subdivision
February 20, 2024

A portion of the West 1/2 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Township 3 North, Range 1 West, Boise Meridian, from which the 1/4 corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence North 38°27'39" East, 1576.03 feet to the **POINT OF BEGINNING**;

thence North 35°01'14" West, 20.00 feet;

thence North 54°58'46" East, 22.69 feet;

thence North 79°58'46" East, 126.42 feet;

thence North 26°13'45" East, 21.57 feet;

thence 19.40 feet on the arc of a curve to the left having a radius of 31.00 feet, a central angle of 35°51'18", and a long chord which bears North 18°32'56" East, 19.08 feet;

thence North 00°37'17" East, 30.79 feet;

thence North 43°54'28" West, 43.48 feet;

thence North 88°26'12" West, 178.66 feet;

thence North 00°36'35" East, 25.00 feet;

thence South 88°26'12" East, 17.71 feet;

thence North 01°33'48" East, 41.00 feet;

thence South 88°26'12" East, 20.00 feet;

thence South 01°33'48" West, 41.00 feet;

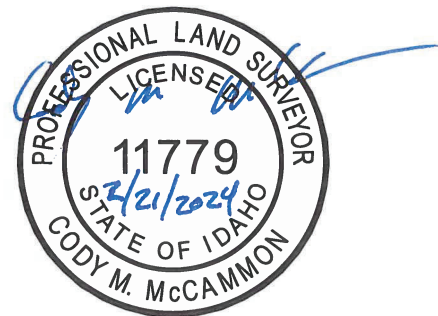
thence South 88°26'12" East, 65.50 feet;

thence North 01°33'48" East, 41.00 feet;

thence South 88°26'12" East, 20.00 feet;

thence South 01°33'48" West, 41.00 feet;

thence South 88°26'12" East, 45.74 feet;



thence North 06°35'03" East, 41.16 feet;

thence South 88°26'12" East, 20.08 feet;

thence South 06°35'03" West, 42.04 feet;

thence 1.92 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 01°57'44", and a long chord which bears South 77°17'58" East, 1.92 feet;

thence North 53°00'09" East, 67.78 feet;

thence South 88°26'12" East, 32.09 feet;

thence South 53°00'09" West, 82.37 feet;

thence 16.61 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 16°59'54", and a long chord which bears South 44°33'03" East, 16.55 feet;

thence South 89°23'25" East, 52.06 feet;

thence South 00°36'35" West, 20.00 feet;

thence North 89°23'25" West, 42.62 feet;

thence 13.58 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 13°53'41", and a long chord which bears South 06°19'33" East, 13.55 feet;

thence South 00°37'17" West, 15.84 feet;

thence South 89°23'25" East, 40.98 feet;

thence South 00°36'35" West, 20.00 feet;

thence North 89°23'25" West, 41.22 feet;

thence 5.65 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 05°46'54", and a long chord which bears South 08°41'18" West, 5.65 feet;

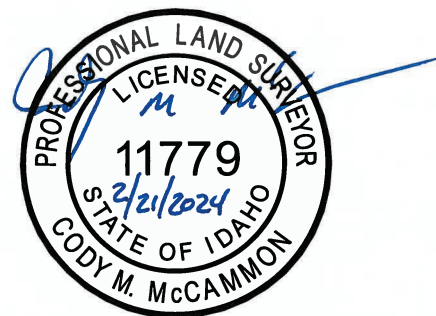
thence South 54°52'58" East, 50.98 feet;

thence South 00°36'35" West, 24.27 feet;

thence North 54°52'58" West, 60.12 feet;

thence 27.11 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 27°44'24", and a long chord which bears South 46°34'05" West, 26.85 feet;

thence South 09°47'39" East, 38.62 feet;



thence South 81°27'40" West, 20.00 feet;

thence North 09°47'39" West, 34.89 feet;

thence 1.21 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 01°14'16", and a long chord which bears South 81°54'34" West, 1.21 feet;

thence South 82°31'42" West, 19.71 feet;

thence South 07°28'11" East, 35.13 feet;

thence South 80°12'21" West, 20.02 feet;

thence North 07°28'11" West, 34.94 feet;

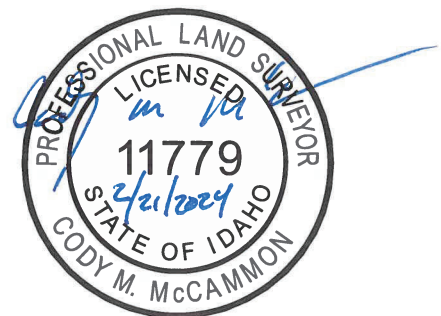
thence South 82°43'20" West, 35.93 feet;

thence South 69°40'30" West, 35.89 feet;

thence South 54°58'46" West, 18.25 feet to the **POINT OF BEGINNING**.

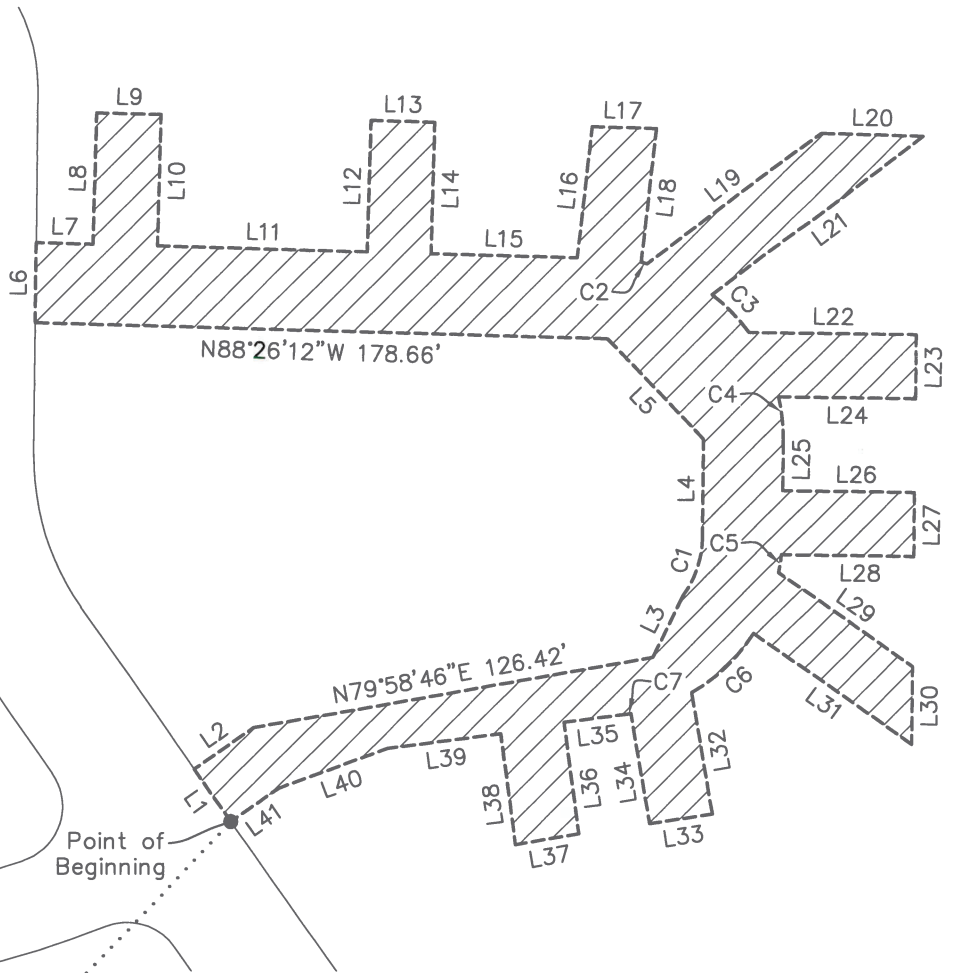
Containing 19,009 square feet or 0.436 acres, more or less.

End of Description.



1/4
S.9 S.10

Basis of Bearing
N00°38'55"E 2653.02'
N. Black Cat Rd.



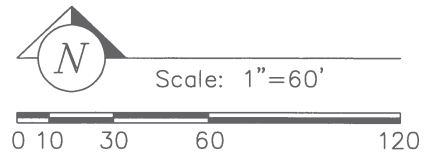
N38°27'39"E 1576.03'

Point of Beginning

N79°58'46"E 126.42'

N88°26'12"W 178.66'

S.9 S.10 W. Franklin Rd.
S.16 S.15



P:\Aviation Sub 21-296\dwg\Meridian Utilities Exhibit.dwg 2/21/2024 7:57:27 PM

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

Exhibit B
City of Meridian Sewer and Water Easement
 Aviation Subdivision

A portion of the W1/2 of the SW1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho

Job No. 21-296
Sheet No. 1 of 2
Dwg. Date 2/21/2024

Line Table		
Line	Bearing	Length
L1	N35°01'14"W	20.00'
L2	N54°58'46"E	22.69'
L3	N26°13'45"E	21.57'
L4	N00°37'17"E	30.79'
L5	N43°54'28"W	43.48'
L6	N00°36'35"E	25.00'
L7	S88°26'12"E	17.71'
L8	N01°33'48"E	41.00'
L9	S88°26'12"E	20.00'
L10	S01°33'48"W	41.00'
L11	S88°26'12"E	65.50'
L12	N01°33'48"E	41.00'
L13	S88°26'12"E	20.00'
L14	S01°33'48"W	41.00'
L15	S88°26'12"E	45.74'
L16	N06°35'03"E	41.16'
L17	S88°26'12"E	20.08'
L18	S06°35'03"W	42.04'
L19	N53°00'09"E	67.78'
L20	S88°26'12"E	32.09'
L21	S53°00'09"W	82.37'

Line Table		
Line	Bearing	Length
L22	S89°23'25"E	52.06'
L23	S00°36'35"W	20.00'
L24	N89°23'25"W	42.62'
L25	S00°37'17"W	15.84'
L26	S89°23'25"E	40.98'
L27	S00°36'35"W	20.00'
L28	N89°23'25"W	41.22'
L29	S54°52'58"E	50.98'
L30	S00°36'35"W	24.27'
L31	N54°52'58"W	60.12'
L32	S09°47'39"E	38.62'
L33	S81°27'40"W	20.00'
L34	N09°47'39"W	34.89'
L35	S82°31'42"W	19.71'
L36	S07°28'11"E	35.13'
L37	S80°12'21"W	20.02'
L38	N07°28'11"W	34.94'
L39	S82°43'20"W	35.93'
L40	S69°40'30"W	35.89'
L41	S54°58'46"W	18.25'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	19.40'	31.00'	35°51'18"	N18°32'56"E	19.08'
C2	1.92'	56.00'	1°57'44"	S77°17'58"E	1.92'
C3	16.61'	56.00'	16°59'54"	S44°33'03"E	16.55'
C4	13.58'	56.00'	13°53'41"	S06°19'33"E	13.55'
C5	5.65'	56.00'	5°46'54"	S08°41'18"W	5.65'
C6	27.11'	56.00'	27°44'24"	S46°34'05"W	26.85'
C7	1.21'	56.00'	1°14'16"	S81°54'34"W	1.21'



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

Exhibit B
City of Meridian Sewer and Water Easement
 Aviation Subdivision

A portion of the W1/2 of the SW1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho

Job No. 21-296
Sheet No. 2 of 2
Dwg. Date 2/21/2024



AGENDA ITEM

ITEM TOPIC: Summertown Subdivision Sanitary Sewer and Water Main Easement (ESMT-2024-0045)

Project Name or Subdivision Name:
Summertown Subdivision

Sanitary Sewer & Water Main Easement Number: 2
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 ESMT-2024-0045
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
Summertown 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

Notary Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT A
DESCRIPTION FOR
SUMMERTOWN SUBDIVISION
City of Meridian Sewer and Water Easement

A portion of Government Lot 2 of Section 1, T.3N., R.1W., Boise Meridian, City of Meridian, Ada County, State of Idaho, being more particularly described as follows:

Commencing at the N1/4 corner of said Section 1 from which the NE corner of said Section 1 bears South 89°46'48" East, 2662.22 feet;

thence along the North boundary line of said Section 1 South 89°46'48" East, 637.68 feet;

thence leaving said North boundary line South 00°23'17" West, 144.03 feet; to the **REAL POINT OF BEGINNING**;

thence continuing South 00°23'17" West, 194.00 feet;

thence South 00°19'50" East, 504.74 feet;

thence North 89°47'48" West, 32.01 feet;

thence North 00°19'50" West, 26.57 feet;

thence North 01°29'58" West, 24.51 feet across the easement to the interior;

thence North 89°47'48" West, 449.08 feet;

thence North 00°20'42" West, 57.81 feet;

thence North 89°39'18" East, 29.99 feet;

thence North 00°20'42" West, 18.47 feet;

thence North 89°39'18" East, 6.50 feet;

thence North 00°20'42" West, 11.00 feet;

thence South 89°39'18" West, 6.50 feet;

thence North 00°20'42" West, 73.72 feet;

thence North 89°39'18" East, 6.00 feet;

thence North 00°20'42" West, 11.00 feet;

thence South 89°39'18" West, 6.00 feet;

thence North 00°20'42" West, 121.56 feet;

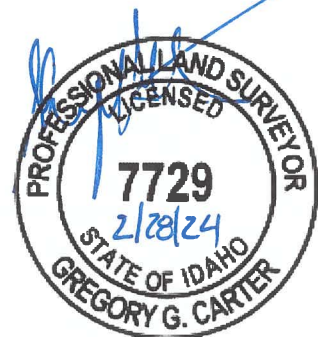
thence North 89°39'18" East, 6.00 feet;

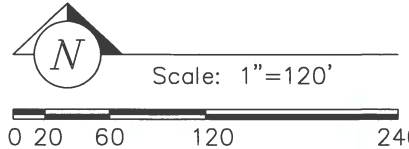
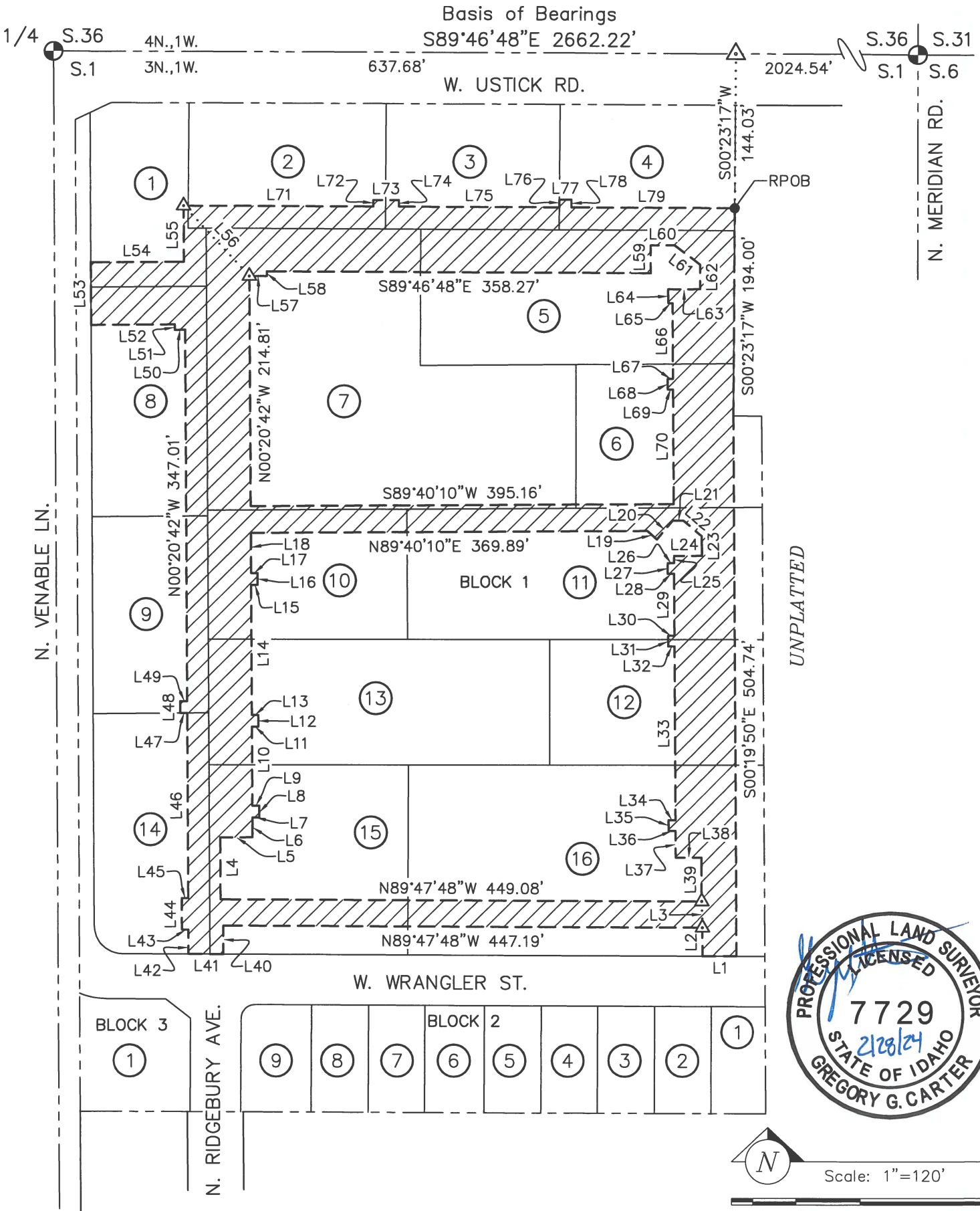
thence North 00°20'42" West, 11.00 feet;

thence South 89°39'18" West, 6.00 feet;
thence North 00°20'42" West, 37.65 feet;
thence North 89°40'10" East, 369.89 feet;
thence South 49°44'28" East, 12.11 feet;
thence North 40°15'32" East, 22.89 feet;
thence North 89°40'10" East, 10.02 feet;
thence South 49°44'28" East, 22.59 feet;
thence South 00°19'50" East, 18.29 feet;
thence South 89°40'10" West, 26.00 feet;
thence South 00°19'50" East, 6.65 feet;
thence South 89°40'10" West, 6.00 feet;
thence South 00°19'50" East, 10.00 feet;
thence North 89°40'10" East, 6.00 feet;
thence South 00°19'50" East, 57.86 feet;
thence South 89°40'10" West, 6.00 feet;
thence South 00°19'50" East, 10.00 feet;
thence North 89°40'10" East, 6.00 feet;
thence South 00°19'50" East, 162.47 feet;
thence South 89°40'10" West, 6.50 feet;
thence South 00°19'50" East, 10.00 feet;
thence North 89°40'10" East, 6.50 feet;
thence South 00°19'50" East, 25.02 feet;
thence North 89°40'10" East, 24.00 feet;
thence South 00°19'50" East, 40.90 feet;
thence South 01°29'58" East, 24.51 feet across the easement to the exterior;
thence North 89°47'48" West, 447.19 feet;
thence South 00°20'42" East, 26.57 feet;

thence North 89°47'48" West, 32.40 feet;
thence North 00°20'42" West, 22.62 feet;
thence South 89°39'18" West, 6.00 feet;
thence North 00°20'42" West, 29.50 feet;
thence North 89°39'18" East, 6.00 feet;
thence North 00°20'42" West, 172.97 feet;
thence South 89°34'26" West, 6.50 feet;
thence North 00°20'42" West, 11.00 feet;
thence North 89°34'26" East, 6.50 feet;
thence North 00°20'42" West, 347.01 feet;
thence South 89°40'10" West, 9.50 feet;
thence North 00°20'42" West, 5.05 feet;
thence South 89°40'10" West, 78.19 feet;
thence North 00°19'50" West, 58.40 feet;
thence North 89°40'10" East, 86.84 feet;
thence North 00°20'42" West, 52.36 feet;
thence South 42°58'02" East, 89.84 feet across the easement to the interior;
thence South 89°46'49" East, 16.50 feet;
thence North 00°20'42" West, 4.50 feet;
thence South 89°46'48" East, 358.27 feet;
thence North 00°19'50" West, 26.01 feet;
thence South 89°46'48" East, 22.73 feet;
thence South 53°02'59" East, 29.83 feet;
thence South 00°19'50" East, 22.93 feet;
thence South 89°40'10" West, 30.00 feet;
thence South 00°19'50" East, 13.00 feet;
thence North 89°40'10" East, 4.00 feet;

thence South 00°19'50" East, 70.48 feet;
thence South 89°40'10" West, 5.00 feet;
thence South 00°19'50" East, 10.00 feet;
thence North 89°40'10" East, 5.00 feet;
thence South 00°19'50" East, 107.03 feet;
thence South 89°40'10" West, 395.16 feet;
thence North 00°20'42" West, 214.81 feet;
thence North 42°58'02" West, 89.84 feet across the easement to the exterior;
thence South 89°46'48" East, 177.06 feet;
thence North 00°13'12" East, 6.00 feet;
thence South 89°46'48" East, 24.00 feet;
thence South 00°13'12" West, 6.00 feet;
thence South 89°46'48" East, 149.62 feet;
thence North 00°18'04" East, 7.20 feet;
thence South 89°46'48" East, 11.45 feet;
thence South 00°13'12" West, 7.20 feet;
thence South 89°46'48" East, 152.90 feet to the **REAL POINT OF BEGINNING.**





P:\Summertown Subdivision 21-579\dwg\Summertown Utility Easement.dwg 2/28/2024 9:21:08 AM

EXHIBIT B

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

Exhibit Drawing for
Summertown Subdivision
 City of Meridian Sewer and Water Easement
 A PORTION OF GOVERNMENT LOT 2 OF SECTION 1, T.3N., R.1W.,
 B.M., CITY OF MERIDIAN, ADA COUNTY, STATE OF IDAHO

Job No. 21-579
Sheet No. 1 of 2
Dwg. Date 2/28/2024

Line Table		
Line	Bearing	Length
L1	N89°47'48"W	32.01'
L2	N00°19'50"W	26.57'
L3	N01°29'58"W	24.51'
L4	N00°20'42"W	57.81'
L5	N89°39'18"E	29.99'
L6	N00°20'42"W	18.47'
L7	N89°39'18"E	6.50'
L8	N00°20'42"W	11.00'
L9	S89°39'18"W	6.50'
L10	N00°20'42"W	73.72'
L11	N89°39'18"E	6.00'
L12	N00°20'42"W	11.00'
L13	S89°39'18"W	6.00'
L14	N00°20'42"W	121.56'
L15	N89°39'18"E	6.00'
L16	N00°20'42"W	11.00'
L17	S89°39'18"W	6.00'
L18	N00°20'42"W	37.65'
L19	S49°44'28"E	12.11'
L20	N40°15'32"E	22.89'
L21	N89°40'10"E	10.02'
L22	S49°44'28"E	22.59'
L23	S00°19'50"E	18.29'
L24	N89°40'10"E	26.00'
L25	S00°19'50"E	6.65'
L26	S89°40'10"W	6.00'
L27	S00°19'50"E	10.00'
L28	N89°40'10"E	6.00'
L29	S00°19'50"E	57.86'
L30	S89°40'10"W	6.00'

Line Table		
Line	Bearing	Length
L31	S00°19'50"E	10.00'
L32	N89°40'10"E	6.00'
L33	S00°19'50"E	162.47'
L34	S89°40'10"W	6.50'
L35	S00°19'50"E	10.00'
L36	N89°40'10"E	6.50'
L37	S00°19'50"E	25.02'
L38	N89°40'10"E	24.00'
L39	S00°19'50"E	40.90'
L40	S00°20'42"E	26.57'
L41	N89°47'48"W	32.40'
L42	N00°20'42"W	22.62'
L43	S89°39'18"W	6.00'
L44	N00°20'42"W	29.50'
L45	N89°39'18"E	6.00'
L46	N00°20'42"W	172.97'
L47	S89°34'26"W	6.50'
L48	N00°20'42"W	11.00'
L49	N89°34'26"E	6.50'
L50	S89°40'10"W	9.50'
L51	N00°20'42"W	5.05'
L52	S89°40'10"W	78.19'
L53	N00°19'50"W	58.40'
L54	N89°40'10"E	86.84'
L55	N00°20'42"W	52.36'
L56	S42°58'02"E	89.84'
L57	S89°46'49"E	16.50'
L58	N00°20'42"W	4.50'
L59	S00°19'50"E	26.01'
L60	S89°46'48"E	22.73'

Line Table		
Line	Bearing	Length
L61	S53°02'59"E	29.83'
L62	S00°19'50"E	22.93'
L63	S89°40'10"W	30.00'
L64	S00°19'50"E	13.00'
L65	N89°40'10"E	4.00'
L66	S00°19'50"E	70.48'
L67	S89°40'10"W	5.00'
L68	S00°19'50"E	10.00'
L69	N89°40'10"E	5.00'
L70	S00°19'50"E	107.03'
L71	S89°46'48"E	177.06'
L72	N00°13'12"E	6.00'
L73	S89°46'48"E	24.00'
L74	S00°13'12"W	6.00'
L75	S89°46'48"E	149.62'
L76	N00°18'04"E	7.20'
L77	S89°46'48"E	11.45'
L78	S00°13'12"W	7.20'
L79	S89°46'48"E	152.90'



P:\Summertown Subdivision 21-579\dwg\Summertown Utility Easement.dwg 2/28/2024 9:21:25 AM

ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit Drawing for
Summertown Subdivision
 City of Meridian Sewer and Water Easement
 A PORTION OF GOVERNMENT LOT 2 OF SECTION 1, T.3N., R.1W.,
 B.M., CITY OF MERIDIAN, ADA COUNTY, STATE OF IDAHO

Job No.
21-579
 Sheet No.
2 of 2
 Dwg. Date
2/28/2024



AGENDA ITEM

ITEM TOPIC: Hatch Industrial Water Main Easement No. 1 (ESMT-2024-0047)

Project Name or Subdivision Name:

Hatch Industrial

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-2024-0047

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between 160 N Linder, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of- way and easement hereby granted shall become part of, or lie within the boundaries of any

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

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

Notary Stamp Below

Notary Signature
My Commission Expires: _____

ACKNOWLEDGMENT

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 SAN DIEGO)

On March 5, 2024 before me, KRYSTAL CUTLER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Ronald Hatch,
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.

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 Krystal Cutler (Seal)



Water Easement Description

An easement over and across a portion of Lot 9 of Heppers Acre Subdivision as recorded in Book 19 of Plats at Pages 1298 and 1299, Records of Ada County, said parcel is located in the southwest quarter of the southwest quarter of Section 12, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 4 inch aluminum cap monument at the section corner common to Sections 11, 12, 13, and 14, T3N, R1W from which the found 3 inch brass cap monument at the quarter corner common to Sections 11 and 12, T3N, R1W bears N 00° 31' 39" E a distance of 2645.87 feet; thence N 00° 31' 39" E along the section line for a distance of 447.74 feet; thence N 88° 31' 38" E for a distance of 40.02 feet to a found 5/8 inch iron pin with a 2 inch aluminum cap labeled PLS 11463; thence N 00° 31' 39" E along the easterly right-of-way of N. Linder Road for a distance of 47.55 feet to the **POINT OF BEGINNING**;

Thence continuing N 00° 31' 39" E along the easterly right-of-way of N. Linder Road for a distance of 25.00 feet;

Thence S 89° 28' 21" E for a distance of 14.00 feet;

Thence S 00° 31' 39" W for a distance of 25.00 feet;

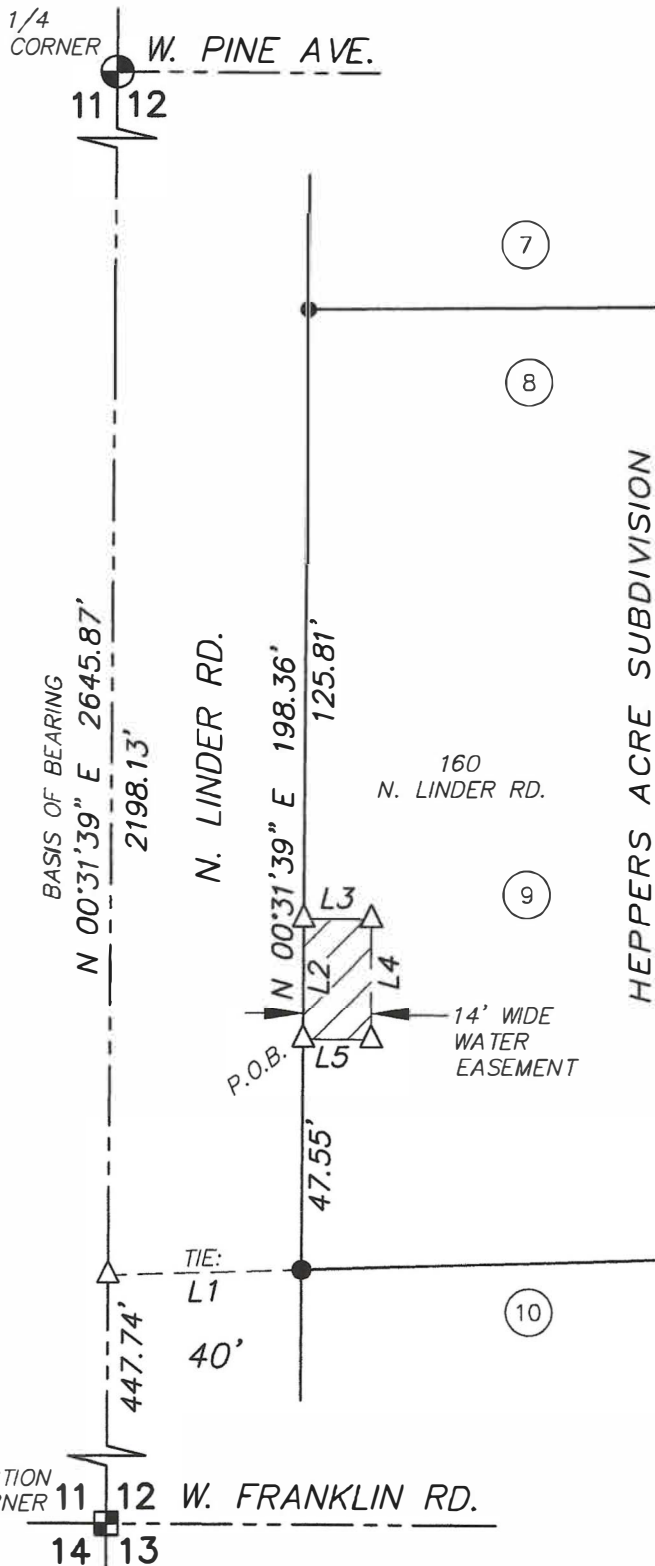
Thence N 89° 28' 21" W for a distance of 14.00 feet to the **POINT OF BEGINNING**.

Said easement contains 350 square feet, more or less.



EXHIBIT MAP

14' WIDE WATER EASEMENT
 ACROSS A PORTION OF LOTS 8 & 9, HEPPERS ACRE SUBDIVISION,
 BOOK 19 OF PLATS, PAGES 1298-1299, ADA COUNTY RECORDS.
 LYING WITHIN THE SW 1/4 OF THE SW 1/4 OF SECTION 12, T.3N., R.1W., B.M.
 CITY OF MERIDIAN — COUNTY OF ADA — STATE OF IDAHO



SCALE: 1"=40'

LEGEND

- SECTION LINE
- PARCEL LINE
- EASEMENT
- FOUND 3" BRASS CAP MONUMENT IN ASPHALT
- FOUND 4" ALUMINUM CAP MONUMENT IN ASPHALT
- FOUND 5/8" IRON PIN, WITH 2" ALUMINUM CAP, PLS 11463
- FOUND 1/2" IRON PIN, WITH PLASTIC CAP, PLS 11779
- CALCULATED POINT
- PLATTED LOT NUMBER
- P.O.B. POINT OF BEGINNING

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°31'38" E	40.02'
L2	N 00°31'39" E	25.00'
L3	S 89°28'21" E	14.00'
L4	S 00°31'39" W	25.00'
L5	N 89°28'21" W	14.00'



ACCURATE
 SURVEYING & MAPPING

1520 W. Washington St.
 Boise, Idaho 83702
 (208) 488-4227

www accuratesurveyors.com

DATE: FEBRUARY, 2024 JOB 24-126



AGENDA ITEM

ITEM TOPIC: Village Apartments Phase 1 Sanitary Sewer and Water Main Easement No. 1
(ESMT-2024-0048)

Project Name or Subdivision Name:

Village Apartments Phase 1

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-2024-0048

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ___ day of _____ 20__ between
GFI Rock Village Apartments, 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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

Notary Stamp Below

Notary Signature

My Commission Expires: _____

March 15, 2024
Project No. 17-169
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 4, which bears N00°36'00"E a distance of 2,611.39 feet from a found brass cap marking the West 1/4 corner of said Section 4, thence following the westerly line of said Northwest 1/4, S00°36'00"W a distance of 1,391.58 feet; Thence leaving said westerly line, S89°24'00"E a distance of 549.47 feet to the boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2020-083833 and being **POINT OF BEGINNING 1**.

Thence S89°51'07"E a distance of 230.06 feet;
Thence N00°36'27"E a distance of 75.19 feet;
Thence S89°35'09"E a distance of 188.67 feet;
Thence N00°24'51"E a distance of 19.66 feet;
Thence S89°35'09"E a distance of 20.00 feet;
Thence S00°24'51"W a distance of 39.66 feet;
Thence N89°35'09"W a distance of 187.24 feet;
Thence S00°36'27"W a distance of 75.09 feet;
Thence N89°51'07"W a distance of 27.72 feet;
Thence S00°37'59"W a distance of 72.46 feet to a point hereinafter referred to as "POINT A";
Thence S89°25'01"E a distance of 159.90 feet;
Thence N00°34'59"E a distance of 19.99 feet;
Thence S89°25'01"E a distance of 20.00 feet;
Thence S00°34'59"W a distance of 19.99 feet;
Thence S89°25'01"E a distance of 113.42 feet;
Thence S00°34'59"W a distance of 2.81 feet;
Thence S89°25'01"E a distance of 36.33 feet;
Thence S00°34'59"W a distance of 20.00 feet;
Thence N89°25'01"W a distance of 36.33 feet;
Thence S00°34'59"W a distance of 74.89 feet;
Thence S44°25'01"E a distance of 62.51 feet;
Thence S89°25'01"E a distance of 119.03 feet to a point hereinafter referred to as "POINT B";
Thence S00°34'59"W a distance of 276.86 feet;
Thence S89°17'42"E a distance of 44.26 feet to said Quitclaim Deed boundary;
Thence following said Quitclaim Deed boundary, S00°40'39"W a distance of 20.00 feet;
Thence leaving said Quitclaim Deed boundary, N89°17'42"W a distance of 44.22 feet;
Thence S00°34'59"W a distance of 39.02 feet;
Thence N89°22'03"W a distance of 3.30 feet;
Thence S00°37'57"W a distance of 25.37 feet;
Thence N89°22'03"W a distance of 20.00 feet;

Thence N00°37'57"E a distance of 25.37 feet;
Thence N89°22'03"W a distance of 433.67 feet;
Thence S00°37'59"W a distance of 11.00 feet;
Thence N89°21'38"W a distance of 94.35 feet;
Thence S49°32'47"W a distance of 26.92 feet to an existing Sewer and Water Easement as described per Instrument No. 104048418;
Thence following said existing Sewer and Water Easement the following two (2) courses:
1. N39°52'16"W a distance of 62.73 feet;
2. N54°35'26"W a distance of 47.43 feet to a point hereinafter referred to as "POINT C";

Thence leaving said existing Sewer and Water Easement, N00°37'57"E a distance of 502.13 feet;
Thence N89°51'07"W a distance of 29.50 feet to said Quitclaim Deed boundary;
Thence following said Quitclaim Deed boundary, N00°37'57"E a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 7.262 acres, more or less.

LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT A", thence S00°37'59"W a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Thence S89°25'01"E a distance of 237.82 feet;
Thence S00°34'59"W a distance of 13.23 feet;
Thence S89°25'01"E a distance of 20.00 feet;
Thence N00°34'59"E a distance of 13.23 feet;
Thence S89°25'01"E a distance of 15.52 feet;
Thence S00°34'59"W a distance of 85.99 feet;
Thence S44°25'01"E a distance of 64.93 feet;
Thence S45°34'59"W a distance of 71.63 feet;
Thence S00°34'59"W a distance of 87.78 feet;
Thence N89°22'03"W a distance of 4.76 feet;
Thence N00°37'57"E a distance of 16.81 feet;
Thence N89°22'03"W a distance of 20.00 feet;
Thence S00°37'57"W a distance of 16.81 feet;
Thence N89°22'03"W a distance of 90.29 feet;
Thence N00°37'57"E a distance of 14.50 feet;
Thence N89°22'03"W a distance of 20.00 feet;
Thence S00°37'57"W a distance of 14.50 feet;
Thence N89°22'03"W a distance of 133.79 feet;
Thence N00°37'59"E a distance of 121.83 feet;
Thence S89°22'01"E a distance of 2.00 feet;
Thence N00°37'59"E a distance of 20.00 feet;
Thence N89°22'01"W a distance of 2.00 feet;
Thence N00°37'59"E a distance of 128.26 feet to **POINT OF BEGINNING 2.**

Said parcel contains 1.714 acres, more or less.

ALSO LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT B", thence S45°34'59"W a distance of 28.28 feet to **POINT OF BEGINNING 3.**

Thence S00°34'59"W a distance of 147.38 feet;
Thence N89°25'01"W a distance of 13.06 feet;
Thence S00°34'59"W a distance of 23.28 feet;
Thence S89°25'01"E a distance of 13.06 feet;
Thence S00°34'59"W a distance of 125.21 feet
Thence N89°22'03"W a distance of 298.65 feet;
Thence N00°37'57"E a distance of 14.00 feet;
Thence N89°22'03"W a distance of 26.81 feet;
Thence S00°37'57"W a distance of 14.00 feet;
Thence N89°22'03"W a distance of 111.49 feet;
Thence N00°37'59"E a distance of 147.29 feet;
Thence S89°22'03"E a distance of 288.86 feet;
Thence N00°34'59"E a distance of 99.51 feet;
Thence N45°34'59"E a distance of 69.20 feet;
Thence S89°25'01"E a distance of 99.03 feet to **POINT OF BEGINNING 3.**

Said parcel contains 1.939 acres, more or less.

ALSO LESS AND EXCEPTING THEREFROM:

Commencing at a point previously referred to as "POINT C", thence following said existing Sewer and Water Easement as described per Instrument No. 104048418, S54°35'26"E a distance of 24.35 feet to **POINT OF BEGINNING 4.**

Thence leaving said existing Sewer and Water Easement, N00°37'57"E a distance of 103.55 feet;
Thence S89°22'03"E a distance of 13.40 feet;
Thence N00°37'57"E a distance of 26.00 feet;
Thence N89°22'03"W a distance of 13.40 feet;
Thence N00°37'57"E a distance of 211.21 feet;
Thence S89°22'03"E a distance of 13.69 feet;
Thence N00°37'57"E a distance of 30.00 feet;
Thence N89°22'03"W a distance of 13.69 feet;
Thence N00°37'57"E a distance of 145.43 feet;
Thence S89°51'07"E a distance of 10.61 feet;
Thence S00°08'53"W a distance of 24.86 feet;
Thence S89°51'07"E a distance of 20.00 feet;
Thence N00°08'53"E a distance of 24.86 feet;
Thence S89°51'07"E a distance of 123.74 feet;
Thence S00°37'59"W a distance of 49.69 feet;
Thence N89°22'02"W a distance of 11.50 feet;
Thence S00°37'59"W a distance of 480.96 feet;

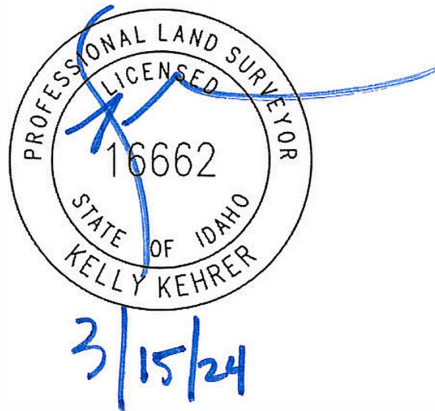
Thence N88°08'43"W a distance of 112.71 feet;
Thence S68°48'36"W a distance of 10.64 feet to said existing Sewer and Water Easement;
Thence following said existing Sewer and Water Easement the following two (2) courses:
1. N39°52'16"W a distance of 2.03 feet;
2. N54°35'26"W a distance of 23.08 feet to **POINT OF BEGINNING 4.**

Said parcel contains 1.716 acres, more or less.

Said description contains a total of 1.893 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

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



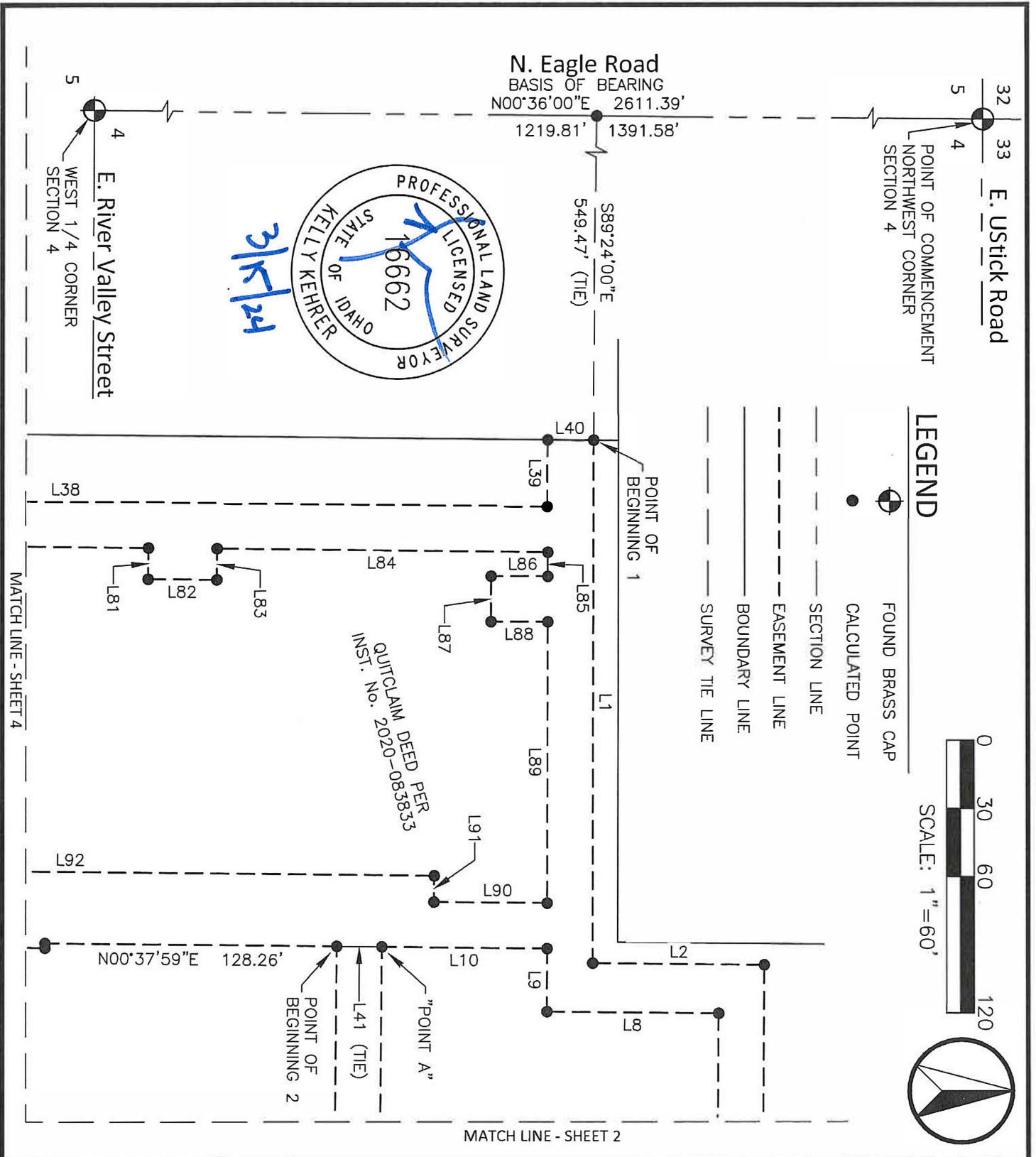
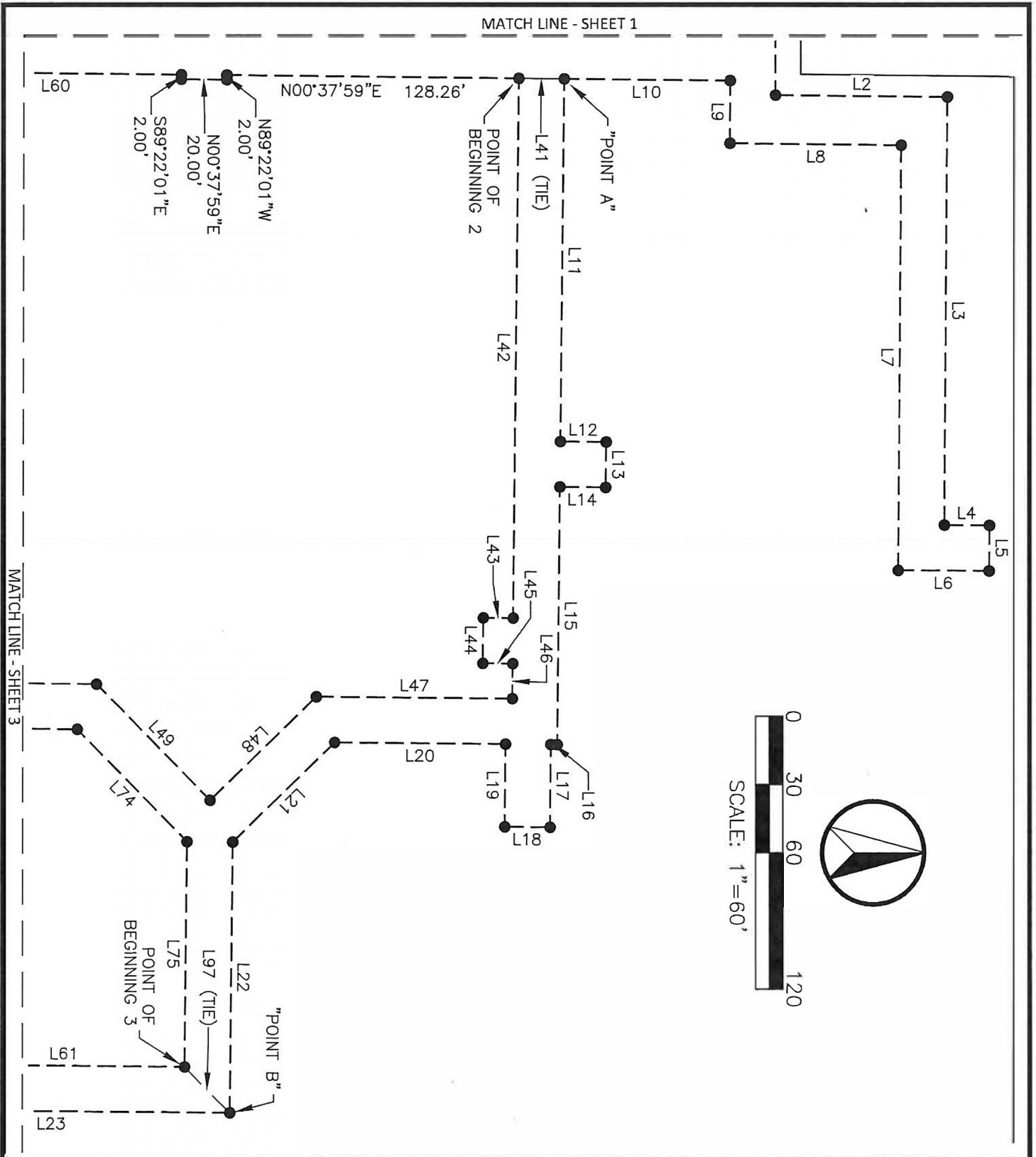


Exhibit B City of Meridian Sewer and Water Easement

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho

DATE: March, 2024
PROJECT: 17-169
SHEET: 1 OF 5

KM
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmen@ip.com



DATE: March, 2024
 PROJECT: 17-169
 SHEET: 2 OF 5

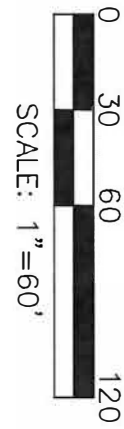
K M
 ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmeng@ip.com

Exhibit B
 City of Meridian Sewer and Water Easement

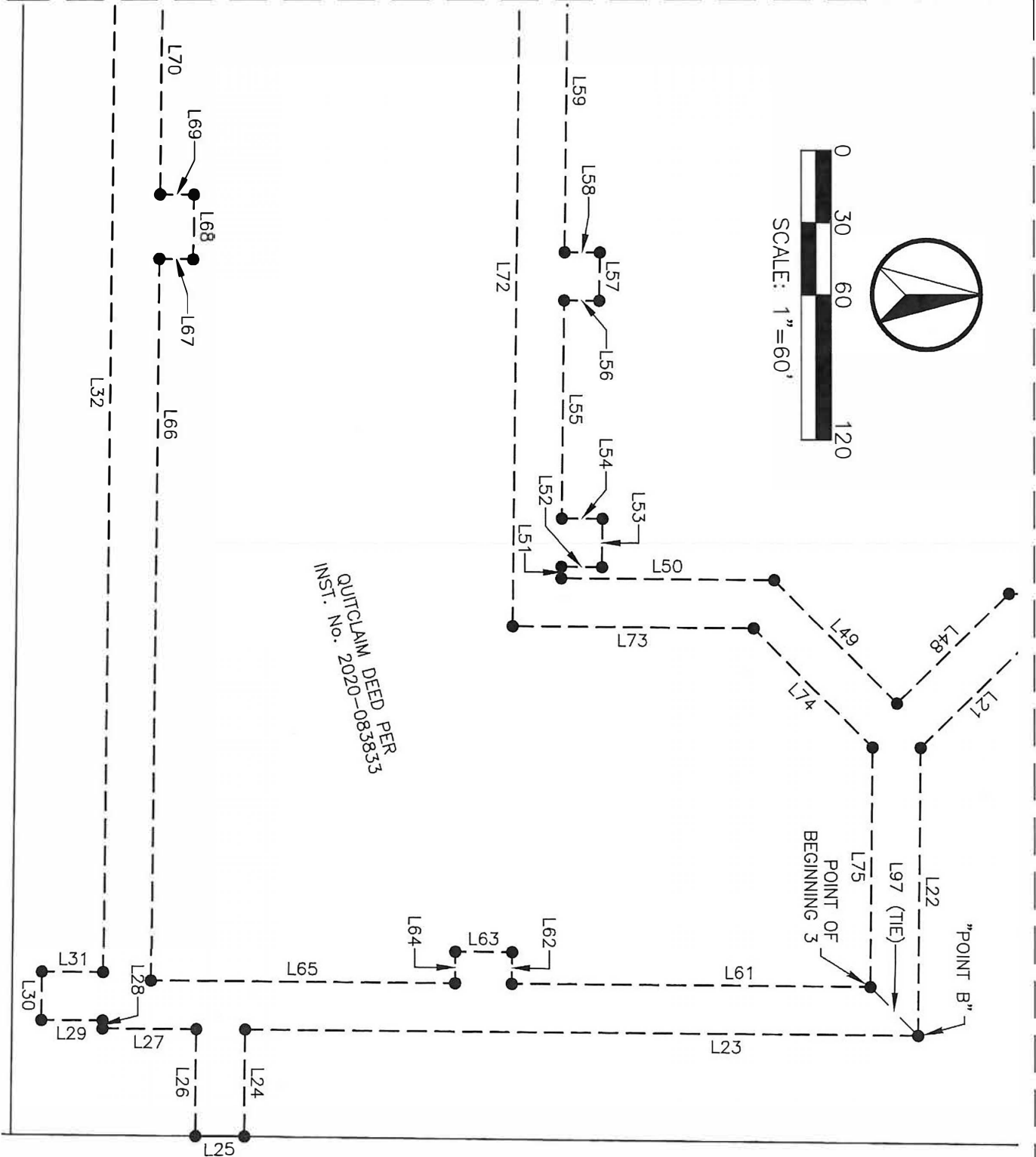
A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho

MATCH LINE - SHEET 4

MATCH LINE - SHEET 2



QUITCLAIM DEED PER
INST. No. 2020-083833



Records Avenue

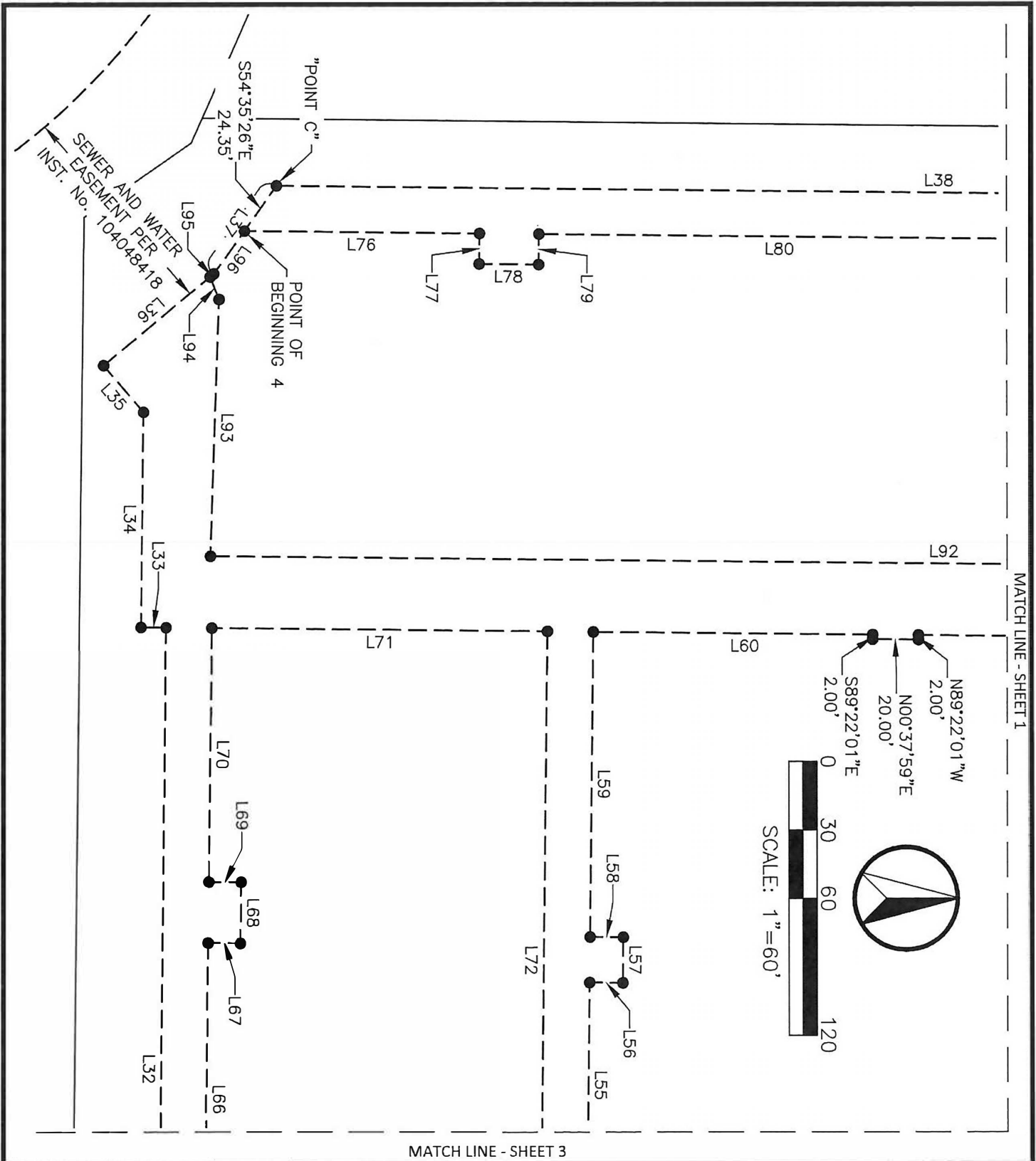
Exhibit B City of Meridian Sewer and Water Easement

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho



5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kme@kjp.com

DATE: March, 2024
PROJECT: 17-169
SHEET: 3 OF 5



 <p>ENGINEERING 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmen@kmp.com</p>	DATE: March, 2024
	PROJECT: 17-169
	SHEET: 4 OF 5

Exhibit B
City of Meridian Sewer and Water Easement

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°51'07"E	230.06
L2	N00°36'27"E	75.19
L3	S89°35'09"E	188.67
L4	N00°24'51"E	19.66
L5	S89°35'09"E	20.00
L6	S00°24'51"W	39.66
L7	N89°35'09"W	187.24
L8	S00°36'27"W	75.09
L9	N89°51'07"W	27.72
L10	S00°37'59"W	72.46
L11	S89°25'01"E	159.90
L12	N00°34'59"E	19.99
L13	S89°25'01"E	20.00
L14	S00°34'59"W	19.99
L15	S89°25'01"E	113.42
L16	S00°34'59"W	2.81
L17	S89°25'01"E	36.33
L18	S00°34'59"W	20.00
L19	N89°25'01"W	36.33
L20	S00°34'59"W	74.89
L21	S44°25'01"E	62.51
L22	S89°25'01"E	119.03
L23	S00°34'59"W	276.86
L24	S89°17'42"E	44.26
L25	S00°40'39"W	20.00

LINE TABLE		
LINE	BEARING	DISTANCE
L26	N89°17'42"W	44.22
L27	S00°34'59"W	39.02
L28	N89°22'03"W	3.30
L29	S00°37'57"W	25.37
L30	N89°22'03"W	20.00
L31	N00°37'57"E	25.37
L32	N89°22'03"W	433.67
L33	S00°37'59"W	11.00
L34	N89°21'38"W	94.35
L35	S49°32'47"W	26.92
L36	N39°52'16"W	62.73
L37	N54°35'26"W	47.43
L38	N00°37'57"E	502.13
L39	N89°51'07"W	29.50
L40	N00°37'57"E	20.00
L41	S00°37'59"W	20.00
L42	S89°25'01"E	237.82
L43	S00°34'59"W	13.23
L44	S89°25'01"E	20.00
L45	N00°34'59"E	13.23
L46	S89°25'01"E	15.52
L47	S00°34'59"W	85.99
L48	S44°25'01"E	64.93
L49	S45°34'59"W	71.63
L50	S00°34'59"W	87.78

LINE TABLE		
LINE	BEARING	DISTANCE
L51	N89°22'03"W	4.76
L52	N00°37'57"E	16.81
L53	N89°22'03"W	20.00
L54	S00°37'57"W	16.81
L55	N89°22'03"W	90.29
L56	N00°37'57"E	14.50
L57	N89°22'03"W	20.00
L58	S00°37'57"W	14.50
L59	N89°22'03"W	133.79
L60	N00°37'59"E	121.83
L61	S00°34'59"W	147.38
L62	N89°25'01"W	13.06
L63	S00°34'59"W	23.28
L64	S89°25'01"E	13.06
L65	S00°34'59"W	125.21
L66	N89°22'03"W	298.65
L67	N00°37'57"E	14.00
L68	N89°22'03"W	26.81
L69	S00°37'57"W	14.00
L70	N89°22'03"W	111.49
L71	N00°37'59"E	147.29
L72	S89°22'03"E	288.86
L73	N00°34'59"E	99.51
L74	N45°34'59"E	69.20
L75	S89°25'01"E	99.03

LINE TABLE		
LINE	BEARING	DISTANCE
L76	N00°37'57"E	103.55
L77	S89°22'03"E	13.40
L78	N00°37'57"E	26.00
L79	N89°22'03"W	13.40
L80	N00°37'57"E	211.21
L81	S89°22'03"E	13.69
L82	N00°37'57"E	30.00
L83	N89°22'03"W	13.69
L84	N00°37'57"E	145.43
L85	S89°51'07"E	10.61
L86	S00°08'53"W	24.86
L87	S89°51'07"E	20.00
L88	N00°08'53"E	24.86
L89	S89°51'07"E	123.74
L90	S00°37'59"W	49.69
L91	N89°22'02"W	11.50
L92	S00°37'59"W	480.96
L93	N88°08'43"W	112.71
L94	S68°48'36"W	10.64
L95	N39°52'16"W	2.03
L96	N54°35'26"W	23.08
L97	S45°34'59"W	28.28

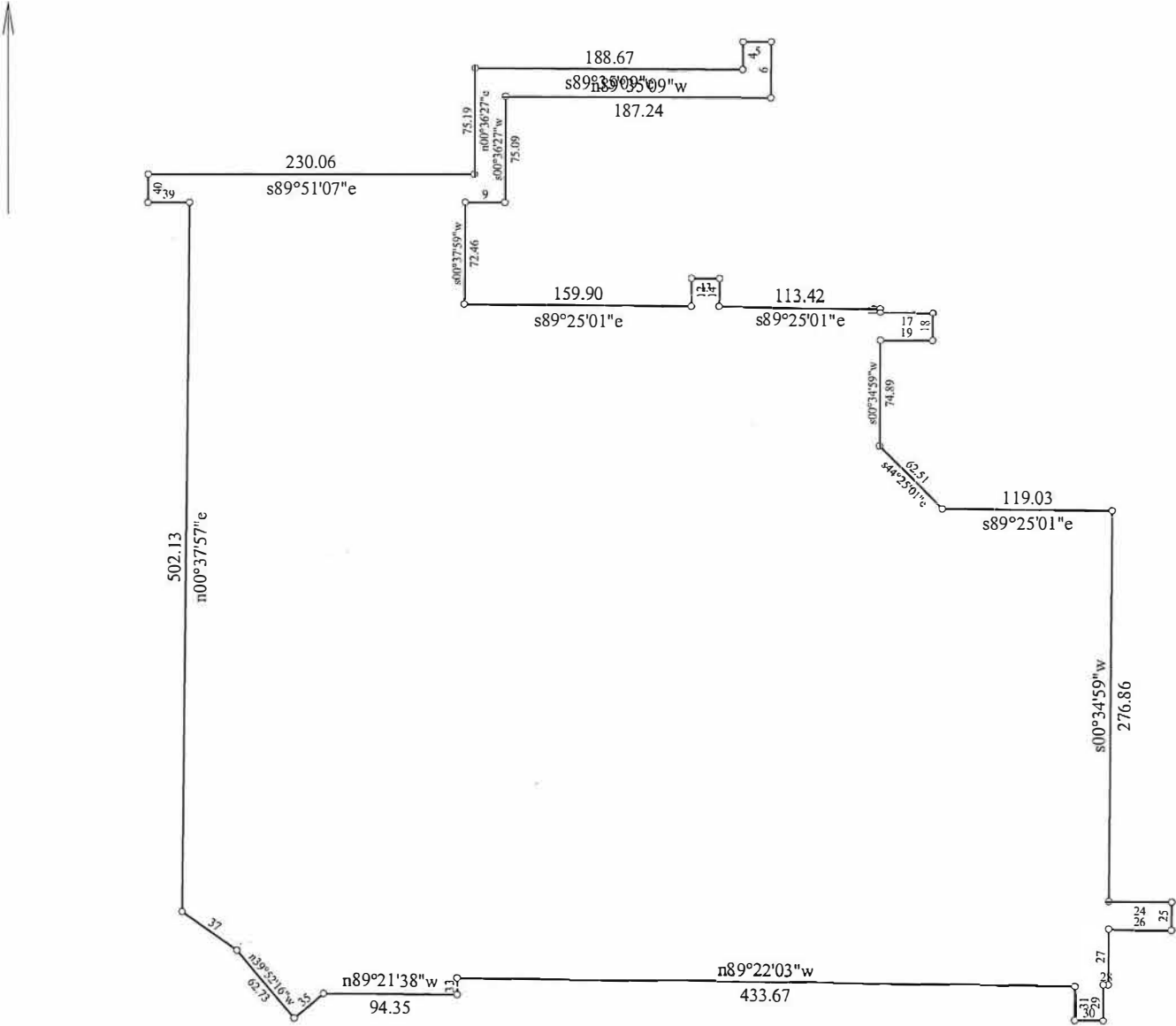
Exhibit B
City of Meridian Sewer and Water Easement

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of
Section 4, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho

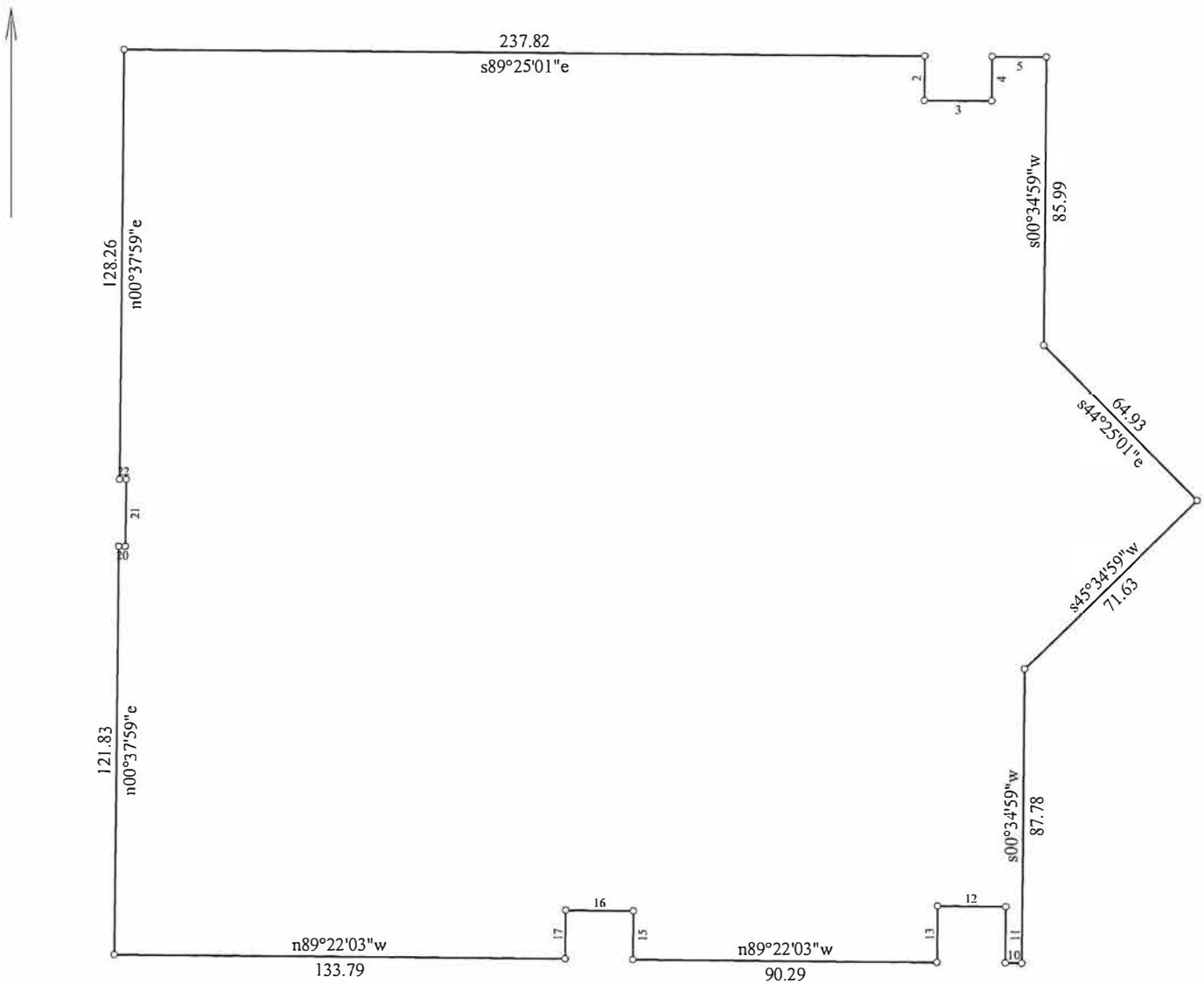
DATE: March, 2024
PROJECT: 17-169

SHEET:
5 OF 5

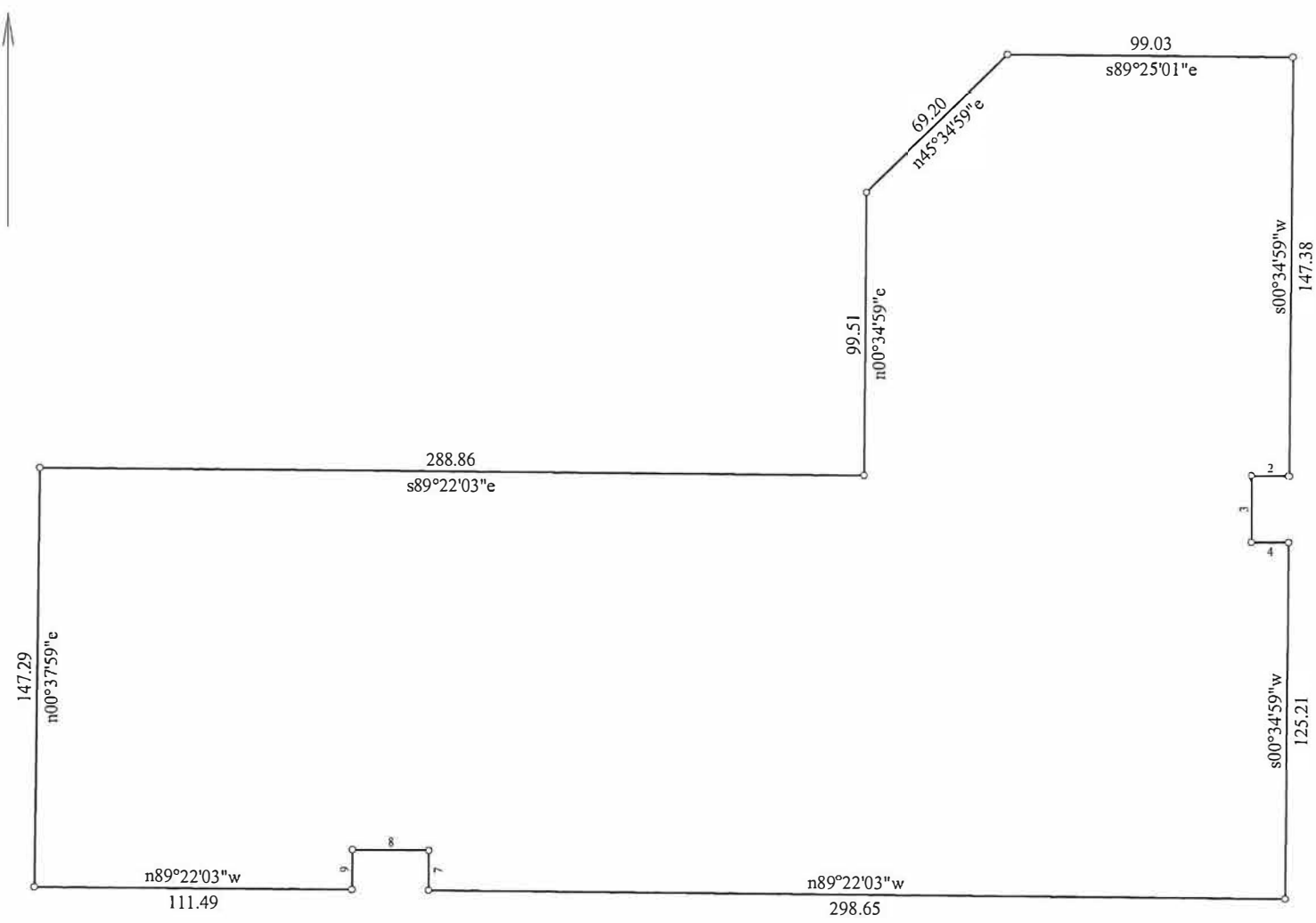




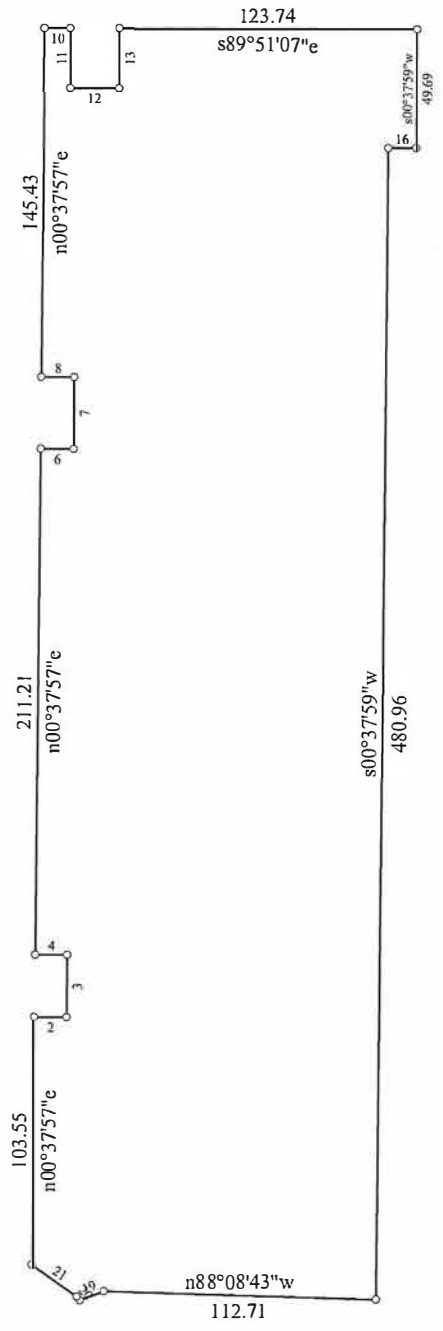
Title:		Date: 03-15-2024
Scale: 1 inch = 120 feet	File:	
Tract 1: 7.262 Acres: 316322 Sq Feet: Closure = n28.0713e 0.00 Feet: Precision =1/936261: Perimeter = 3347 Feet		
001=s89.5107e 230.06	015=s89.2501e 113.42	029=s00.3757w 25.37
002=n00.3627e 75.19	016=s00.3459w 2.81	030=n89.2203w 20.00
003=s89.3509e 188.67	017=s89.2501e 36.33	031=n00.3757e 25.37
004=n00.2451e 19.66	018=s00.3459w 20.00	032=n89.2203w 433.67
005=s89.3509e 20.00	019=n89.2501w 36.33	033=s00.3759w 11.00
006=s00.2451w 39.66	020=s00.3459w 74.89	034=n89.2138w 94.35
007=n89.3509w 187.24	021=s44.2501e 62.51	035=s49.3247w 26.92
008=s00.3627w 75.09	022=s89.2501e 119.03	036=n39.5216w 62.73
009=n89.5107w 27.72	023=s00.3459w 276.86	037=n54.3526w 47.43
010=s00.3759w 72.46	024=s89.1742e 44.26	038=n00.3757e 502.13
011=s89.2501e 159.90	025=s00.4039w 20.00	039=n89.5107w 29.50
012=n00.3459e 19.99	026=n89.1742w 44.22	040=n00.3757e 20.00
013=s89.2501e 20.00	027=s00.3459w 39.02	
014=s00.3459w 19.99	028=n89.2203w 3.30	



Title:		Date: 03-15-2024
Scale: 1 inch = 50 feet	File:	
Tract 1: 1.714 Acres: 74642 Sq Feet: Closure = n10.1828e 0.01 Feet: Precision = 1/112991: Perimeter = 1216 Feet		
001=s89.2501e 237.82	009=s00.3459w 87.78	017=s00.3757w 14.50
002=s00.3459w 13.23	010=n89.2203w 4.76	018=n89.2203w 133.79
003=s89.2501e 20.00	011=n00.3757e 16.81	019=n00.3759e 121.83
004=n00.3459e 13.23	012=n89.2203w 20.00	020=s89.2201e 2.00
005=s89.2501e 15.52	013=s00.3757w 16.81	021=n00.3759e 20.00
006=s00.3459w 85.99	014=n89.2203w 90.29	022=n89.2201w 2.00
007=s44.2501e 64.93	015=n00.3757e 14.50	023=n00.3759e 128.26
008=s45.3459w 71.63	016=n89.2203w 20.00	



Title:		Date: 03-15-2024
Scale: 1 inch = 60 feet	File:	
Tract 1: 1.939 Acres: 84448 Sq Feet: Closure = n01.2927w 0.01 Feet: Precision =1/142299: Perimeter = 1491 Feet		
001=s00.3459w 147.38	007=n00.3757e 14.00	013=n00.3459e 99.51
002=n89.2501w 13.06	008=n89.2203w 26.81	014=n45.3459e 69.20
003=s00.3459w 23.28	009=s00.3757w 14.00	015=s89.2501e 99.03
004=s89.2501e 13.06	010=n89.2203w 111.49	
005=s00.3459w 125.21	011=n00.3759e 147.29	
006=n89.2203w 298.65	012=s89.2203e 288.86	



Title:		Date: 03-15-2024
Scale: 1 inch = 80 feet	File:	
Tract 1: 1.716 Acres: 74750 Sq Feet: Closure = s38.4543w 0.00 Feet: Precision = 1/585690: Perimeter = 1465 Feet		
001=n00.3757e 103.55	009=n00.3757e 145.43	017=s00.3759w 480.96
002=s89.2203e 13.40	010=s89.5107e 10.61	018=n88.0843w 112.71
003=n00.3757e 26.00	011=s00.0853w 24.86	019=s68.4836w 10.64
004=n89.2203w 13.40	012=s89.5107e 20.00	020=n39.5216w 2.03
005=n00.3757e 211.21	013=n00.0853e 24.86	021=n54.3526w 23.08
006=s89.2203e 13.69	014=s89.5107e 123.74	
007=n00.3757e 30.00	015=s00.3759w 49.69	
008=n89.2203w 13.69	016=n89.2202w 11.50	



AGENDA ITEM

ITEM TOPIC: Water and Sewer Main Replacement - E. Idaho Ave., N. Meridian Rd. to NE 6th St.: Temporary Construction Easements



Mayor Robert E. Simison

City Council Members:

Joe Borton, President
Liz Strader, Vice President
Doug Taylor
John Overton
Anne Little Roberts
Luke Cavener

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Tyson Glock, Staff Engineer II

DATE: 3/6/24

SUBJECT: WATER AND SEWER MAIN REPLACEMENT - E IDAHO AVENUE, N MERIDIAN RD TO NE 6TH ST: TEMPORARY CONSTRUCTION EASEMENTS

REQUESTED COUNCIL DATE:

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Temporary Construction Easements
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Tyson Glock, Staff Engineer II	208-489-0358
Kyle Radek – Assistant City Engineer	208-489-0343
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-985-1259

III. DESCRIPTION

A. Background

The Water and Sewer Main Replacement- E Idaho Avenue, N Meridian Rd to NE 6th St involves installing a new sewer main in E Idaho Ave and abandoning the sewer mains located in alley due north of E Idaho Ave and due south of E Idaho Ave. There are 18 commercial properties between N Main St and NE 3rd St that are currently served by the alley sewer mains to be abandoned. As part of the project those sewer services will be rerouted from the mains in the alley to the main in E Idaho Ave.

B. Proposed Project

In order for the 18 commercial properties sewer services to be rerouted, the City's contractor needs to access the properties, and in some cases enter the building. The Temporary Construction Easements provide the required authorization the City's contractor needs to do the work. Since these are temporary easements the majority of the agreements will not be recorded. However, one of the property owners (139 E Idaho Ave) is planning on putting up their property for sale. The sale could happen during construction and recording the agreement would prevent the City from having to get a new agreement in place.

IV. **IMPACT**

A. Strategic Impact:

The proposed project allows the City to be pro-active with replacing aging infrastructure before it fails.

B. Service/Delivery Impact:

Rerouting the sewer services will impact the property owners. The contractor is allowed a 4 hour window where sewer services will be interrupted.

V. **ALTERNATIVES**

The City could choose to not sign the agreements. This would create two options

Option 1: The work would not be completed by the City and the property owners would be responsible for rerouting their sewer services to the new main in E Idaho Ave.

Option 2: The work is not completed and the City keeps the sewer mains in the alleys operational.

VI. **TIME CONSTRAINTS**

It is important that these agreements get approved as soon as possible to prevent delays in constructions.

VII. **LIST OF ATTACHMENTS**

Temporary Construction Agreement – 59 E Idaho Ave
Temporary Construction Agreement – 77 E Idaho Ave
Temporary Construction Agreement – 105 E Idaho Ave
Temporary Construction Agreement – 113 E Idaho Ave
Temporary Construction Agreement – 114 E Idaho Ave
Temporary Construction Agreement – 118 E Idaho Ave

Commercial Property Agreement

Property	Response	Notifications
59 E Idaho Ave	Yes	9-Feb
77 E Idaho Ave	Yes	3/4/2024
723 N Main St	Yes	16-Jan
105 E Idaho Ave	Yes	Received on 1/29
113 E Idaho Ave	Yes	16-Jan
127 E Idaho Ave	Yes	9-Feb
139 E Idaho Ave	Yes	9-Feb
725 NE 2nd St	Yes	9-Feb
240 E Idaho Ave	Yes	16-Jan
800 NE 2nd St	Yes	16-Jan
140 E Idaho Ave	Yes	3/4/2024
136 E Idaho Ave	Yes	2/26/2024
130 E Idaho Ave	Yes	14-Feb
126 E Idaho Ave	Yes	2/21/2024
124 E Idaho Ave	Yes	Received on 2/2
118 E Idaho Ave	Yes	3/4/2024
114 E Idaho Ave	Yes	Received on 2/5
720 N Main St	Yes	Received on 1-31

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
139 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE ("Agreement") is made this 30 day of January, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and KENT D MURRI, owner of the property at 139 E IDAHO AVE, Meridian, Idaho ("Property Owner") (collectively, "Parties").

WHEREAS, Property Owner is the owner of the property at 139 E IDAHO AVE, Meridian, Idaho, Ada County parcel no. R5672000636, PAR#0636 SLY POR LTS 11/12 BL4 ("Property");

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along NE 2nd St from E Idaho Ave to the alley south of the Property ("Project");

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along NE 2nd St from E Idaho Ave to the alley south of the Property, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along NE 2nd St and, if it is feasible, to cause such work to be completed at the City's expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along NE 2nd St.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along NE 2nd St, the City will take no further action with regard to the Property. The Property will continue to be served by the sewer in the alley to the south.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along NE 2nd St, the City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the exterior and, if required, the interior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select a general contractor who will hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along NE 2nd St. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along NE 2nd St. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

Kent Murri Jr.
17072 N Wylie Pl
Nampa, ID 83687
kmurri@tait.com

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

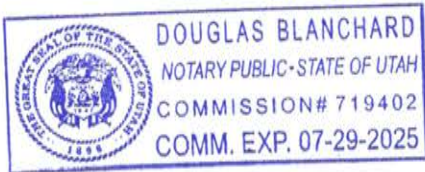
PROPERTY OWNER:

Patricia C. Neslon
Signature:
Patricia C. Neslon
Name (printed)

STATE OF UTAH)
County of Utah) ss:

I HEREBY CERTIFY that on this 30 day of January 2024, before the undersigned, a Notary Public in the State of Utah, Patricia C. Neslon personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Douglas Blanchard
Notary Public for Utah

Residing at Lehi, Utah

My Commission Expires: 7-29-2025

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
County of Ada) ss

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared Robert E. Simison and Chris Johnson, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
59 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this 6 day of February, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and KLINE DAVID A TRUST, owner of the property at 59 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **59 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000300 LOTS 19 & 20 BLK 2 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiacity.org

If to Property Owner:

Kline David A Trust
1915 N Amber St
Boise, ID 83706-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

James M. Kline

Signature:

James M. Kline

Name (printed)

STATE OF IDAHO)

) ss:

County of Ada)

I HEREBY CERTIFY that on this 6th day of 2024, 2024, before the undersigned, a Notary Public in the State of Idaho, James M. Kline personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Oscar Villa
Notary Public for Idaho

Residing at Ada, Idaho

My Commission Expires: 8/26/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
77 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and NOVEMBREWHISKY PROPERTIES LLC, owner of the property at 77 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **77 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000260, PAR#0260 NLY POR LTS17-18 BL 2 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

NOVEMBREWHISKY
PROPERTIES LLC
140 E IDAHO AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Joshua Everts
Signature:
JOSHUA EVERTS
Name (printed)

STATE OF IDAHO)

) ss:

County of Ada)

I HEREBY CERTIFY that on this 4th day of March 2024, before the undersigned, a Notary Public in the State of Idaho, JOSHUA EVERTS personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jennifer S. Andersen
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
): ss
County of Ada)

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
105 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and BOANERGES LLC, owner of the property at 105 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **105 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000680, N 90' OF LOTS 19 & 20 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

BOANERGES LLC
105 E IDAHO AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Arthur D. Ortman
Signature:
ARTHUR D. ORTMAN
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 29 day of Jan, 2024, before the undersigned, a Notary Public in the State of Idaho, Arthur D. Ortman personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Tairin M. Wright
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: _____

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
113 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this 12 day of January, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and 113 E IDAHO LLC, owner of the property at 113 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **113 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000651, W1/2 OF LT 14 LTS 15-17 7 E20’ (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

113 E IDAHO LLC
8312 W NORTHVIEW ST STE 120
BOISE, ID 83704-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. **ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. **ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. **NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. **APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. **COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. **ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. **WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

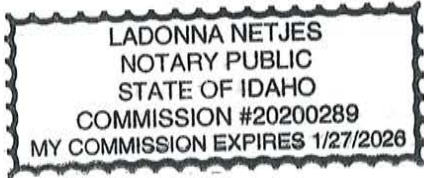
PROPERTY OWNER:

William L. Gallagher
Signature:
William L. Gallagher
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 13 day of January 2024, before the undersigned, a Notary Public in the State of Idaho, William L. Gallagher personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Ladonna Netjes
Notary Public for Idaho
Residing at Canyon County, Idaho
My Commission Expires: 1/27/2026

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
114 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and TRAX HOLDING LLC, owner of the property at 114 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **114 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000731, LOT 4 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

TRAX HOLDING LLC
877 W MAIN ST STE 700
BOISE, ID 83702-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Dayna Buckley
Signature:
Dayna Buckley
Name (printed)
*authorized agent
for Trax Holding*



STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 5th day of February, 2024, before the undersigned, a Notary Public in the State of Idaho, Dayna Buckley personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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

Jennifer Brooke Albus
Notary Public for Idaho
Residing at Boise, ID, Idaho
My Commission Expires: 1/21/2026

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
118 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and HAMILTON JENNIFER E, owner of the property at 118 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **118 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000735, LOT 5 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiacity.org

If to Property Owner:

HAMILTON JENNIFER E
118 E IDAHO AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Jessie Hamilton
Signature:
Jennifer Hamilton
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 4 day of March 2024, before the undersigned, a Notary Public in the State of Idaho, Jennifer Hamilton personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jessie S. Andersen
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____



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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
124 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and PONCE MICHAEL A, owner of the property at 124 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **124 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000742, LOT 6 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. **TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. **RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. **TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. **TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. **CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. **DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

PONCE MICHAEL A
5061 N ASSISSI AVE
MERIDIAN, ID 83646-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

[Signature]
Signature:
MICHAEL PONCE
Name (printed)

STATE OF IDAHO)
) ss:
County of IDA)

I HEREBY CERTIFY that on this 2 day of February 2024, before the undersigned, a Notary Public in the State of Idaho, Michael Ponce personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 12/29/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared Robert E. Simison and Chris Johnson, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
126 E IDAHO AVE, MERIDIAN, ID**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and Circle S Meridian LLC, owner of the property at 126 E Idaho Ave, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at 126 E, Idaho Avenue, Meridian, Idaho, Ada County parcel no. R5672000745, more particularly described as follows:

W 20’ OF LOT 7 BLK 5

(“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City intends to reroute the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and to cause such work to be completed at the City’s expense unless an unforeseen condition prevents such work; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line, as generally depicted in *Exhibit A*, subject to field verification;

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

I. COMMITMENTS BY CITY.

- A. REPLUMBING SEWER SERVICES.** The City intends to bore under the building and re-plumb the building at the Property and connect it to the new sewer main to be placed in the right of way along E. Idaho Avenue. The sewer service will be six inches (6") in diameter and will be HDPE or PVC. The City will:
1. Complete such work at the City's sole expense. This work shall include restoration of the exterior and (if needed) interior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select a general contractor who will hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- B. UNFORESEEN CONDITIONS.** If there is an unforeseen condition that prohibits the replumbing of the existing service, the City will leave the existing plumbing connected to the sewer main in the alley to the north of the property. The sewer main in the alley shall remain in service until it reaches the end of its useful life or it is no longer cost effective for the City to maintain. The City shall have no obligation to maintain the sewer main beyond its useful life. If, in the City's sole discretion, it is deemed that the sewer main in the alley is approaching the end of its useful life or it is no longer cost effective for the City to maintain it, the property owner will be required to connect to the sewer main in the right-of-way along E. Idaho Avenue, at the property owner's sole expense, regardless of the duration of the life of the sewer main in the alley.
- C. PROVISION OF SEWER SERVICES.** At all times, City shall make sewer services available to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.
- D. WARRANTY.** City shall obtain a two (2) year warranty for the contractor's work. If, within the two (2) years following completion of the work, the Property Owner encounters defective workmanship with the work completed pursuant to this Agreement, Property Owner shall inform City, and City shall enforce the contractor's warranty. Neither City nor City's Contractor shall provide a warranty directly to Property Owner. This provision shall survive the expiration of this Agreement.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. City's Project Manager shall provide to Property Owner a copy of the anticipated construction schedule. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.
- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if unforeseen conditions make such work not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Property Owner shall pay to City all applicable fees for water and sewer services provided, as such fees are calculated and billed by City established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. EXISTING ISSUES PROPERTY OWNER'S RESPONSIBILITY.** Property Owner shall be solely responsible for any repair, maintenance, or other work where the need for same is discovered by the work contemplated by this Agreement.
- F. RISK; HOLD HARMLESS; WARRANTY.** Property Owner acknowledges that work contemplated by this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards, except as otherwise stated herein. Except as it relates to tortious conduct attributable to City, Property Owner shall save and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion

of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiacity.org

If to Property Owner:

CIRCLE S MERIDIAN LLC
6835 N TOPAZ JEWEL PL
MERIDIAN, ID 83642-000

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

H. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

K. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

L. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

M. ATTORNEY FEES. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

N. ENTIRE AGREEMENT. This Agreement sets forth all promises, inducements, agreements,

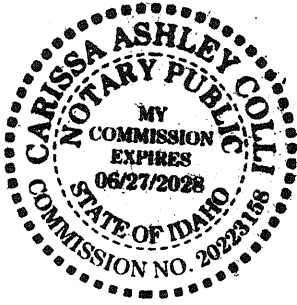
conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise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

- O. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- P. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- Q. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- R. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- S. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.
- T. APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER
CIRCLE S MERIDIAN LLC:

Marty Schindler
Marty Schindler
Manager



STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this 21st day of February, 2024, before the undersigned, a Notary Public in the State of Idaho, MARTY SCHINDLER personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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

Carissa Colli
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 6/27/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

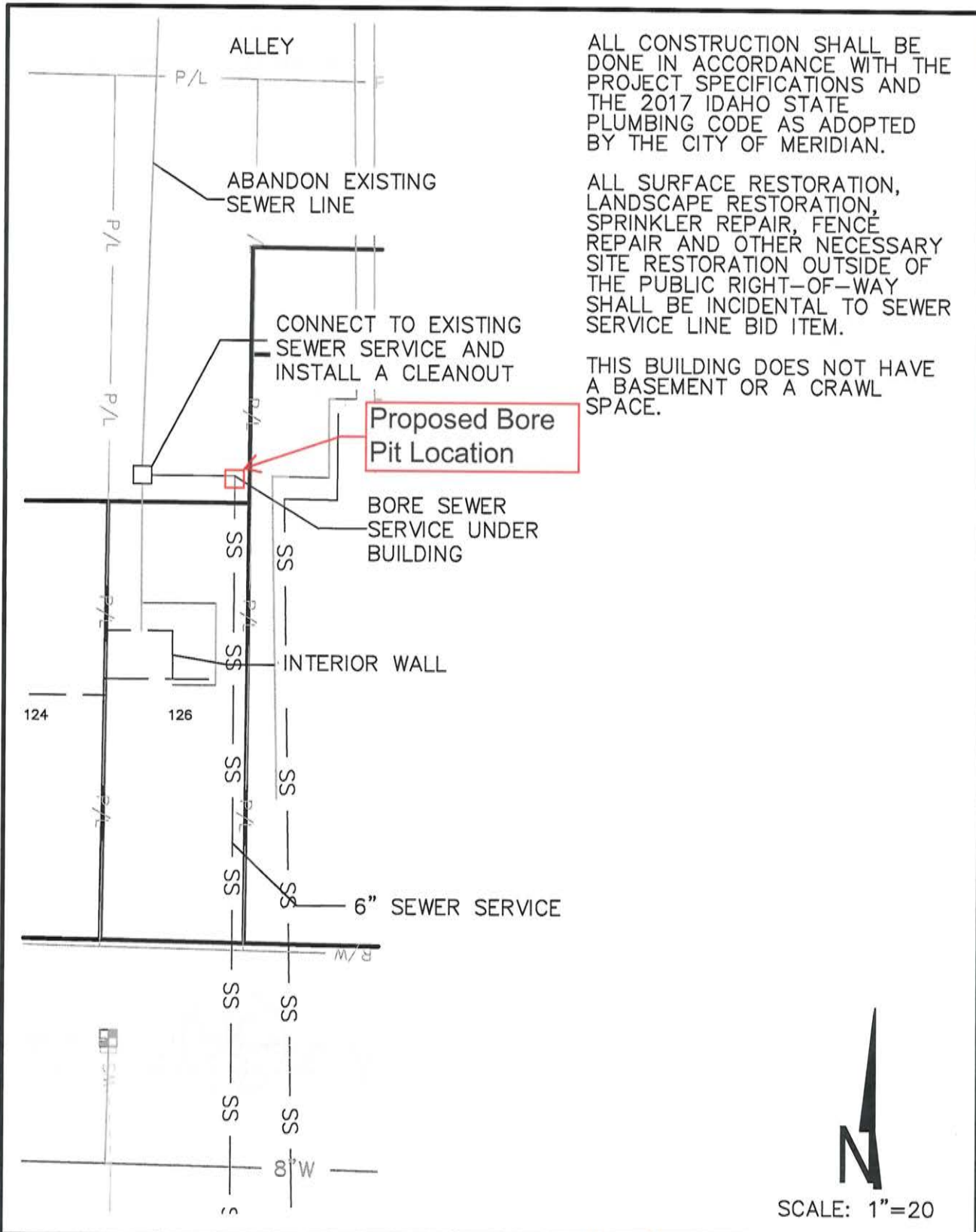
Chris Johnson, City Clerk

STATE OF IDAHO)
County of Ada) ss:

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

Exhibit A



ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE 2017 IDAHO STATE PLUMBING CODE AS ADOPTED BY THE CITY OF MERIDIAN.

ALL SURFACE RESTORATION, LANDSCAPE RESTORATION, SPRINKLER REPAIR, FENCE REPAIR AND OTHER NECESSARY SITE RESTORATION OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL BE INCIDENTAL TO SEWER SERVICE LINE BID ITEM.

THIS BUILDING DOES NOT HAVE A BASEMENT OR A CRAWL SPACE.



SCALE: 1"=20

CITY OF MERIDIAN
SEWER AND WATER MAIN
REPLACEMENT - E. IDAHO AVENUE
126 E. IDAHO AVENUE



SHEET
 7
 11/23

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
127 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and 116 BROADWAY LLC, owner of the property at 127 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **127 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000642, PAR #0642 POR LTS 13 & 14 BL 4 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

116 BROADWAY LLC
13129 N ANDYS GULCH RD
GARDEN CITY, ID 83714-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in


any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.


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

PROPERTY OWNER:

Signature:
Ryan Steinbroner
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)
I HEREBY CERTIFY that on this 9th day of February
2024, before the undersigned, a Notary Public in the State
of Idaho, Ryan Steinbroner personally appeared,
proven to me to be the person who executed the said
instrument, and acknowledged to me that he executed the
same.

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




Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison**
and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian,
who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged
to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
130 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and ABBEY LAINE ENTERPRISES LLC, owner of the property at 130 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **130 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000750, LOT 8 E 10' OF LOT 7 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiacity.org

If to Property Owner:

ABBEY LAINE ENTERPRISES
LLC
1278 E SUMMERHEIGHTS DR
MERIDIAN, ID 83646-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Steve D'Avanzo
Signature:
STEVE D'AVANZO
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 14th day of February 2024, before the undersigned, a Notary Public in the State of Idaho, Steve D'Avanzo personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jennifer S. Andersen
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 6/8/2025

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
136 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and DAY SIDE LP, owner of the property at 136 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **136 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000760, LOT 9 W 10' OF LOT 10 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

DAY SIDE LP
726 S VISTA AVE
BOISE, ID 83705-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Timothy Robert Day
Signature:
Timothy Robert Day
Name (printed)

STATE OF IDAHO)

) ss:
County of Ada)

I HEREBY CERTIFY that on this 26 day of February 2024, before the undersigned, a Notary Public in the State of Idaho, Timothy Robert Day personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Susan Korean
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 12/29/28

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
140 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and NOVEMBREWHISKY PROPERTIES LLC, owner of the property at 140 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **140 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R5672000770, E 20' OF LOT 10 BLK 5 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiacity.org

If to Property Owner:

NOVEMBREWHISKY
PROPERTIES LLC
140 E IDAHO AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Joshua Everts
Signature:
JOSHUA EVARTS
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 4th day of March 2024, before the undersigned, a Notary Public in the State of Idaho, Joshua Everts personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jennifer S. Anderson
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____



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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
240 E IDAHO AVE, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this 15 day of January, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and UNITED METHODIST CHURCH OF MERIDIAN, owner of the property at 240 E IDAHO AVE, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **240 E IDAHO AVE**, Meridian, Idaho, Ada County parcel no. R7596000040, LOTS 7 TO 12 INC BLK 1 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

UNITED METHODIST CHURCH
OF MERIDIAN
235 E PINE AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

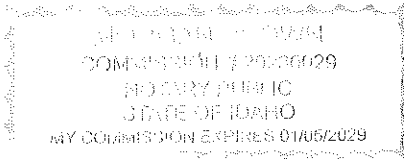
PROPERTY OWNER:

Ronald Pridmore
Signature:
Ronald Pridmore
Name (printed)
Trustees Committee Chair

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 15 day of January, 2024, before the undersigned, a Notary Public in the State of Idaho, Ronald Pridmore personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Megan Beane
Notary Public for Idaho

Residing at 13601 W. McMillan Rd, Idaho

My Commission Expires: 01/05/2029

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
720 N MAIN ST, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and BOANERGES LLC, owner of the property at 720 N MAIN ST, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at 720 N MAIN ST, Meridian, Idaho, Ada County parcel no. R5672000690, S 30' OF LOTS 19 & 20 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

BOANERGES LLC
105 E IDAHO AVE
MERIDIAN, ID 83642-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

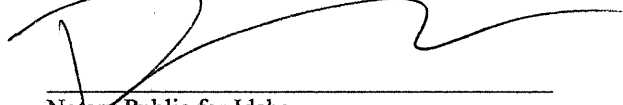
PROPERTY OWNER:

Arthur D. Ortman
Signature:
ARTHUR D. ORTMAN
Name (printed)

STATE OF IDAHO)
County of ADA) ss:

I HEREBY CERTIFY that on this 31 day of January, 2024, before the undersigned, a Notary Public in the State of Idaho, Arthur Ortman personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 3/22/2024

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
): ss
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
723 N MAIN ST, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and KLINE DAVID A TRUST, owner of the property at 723 N MAIN ST, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at 723 N MAIN ST, Meridian, Idaho, Ada County parcel no. R5672000270, PAR #0270 OF LOTS 17-18 BLK 2 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. **TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. **RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. **TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. **TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. **CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. **DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

KLINE DAVID A TRUST
1915 N AMBER ST
BOISE, ID 83706-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. APPROVAL REQUIRED: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

James M. Kline
Signature:
James M. Kline
Name (printed)

STATE OF IDAHO)
) ss:
County of ADA)

I HEREBY CERTIFY that on this 8th day of January, 2024, before the undersigned, a Notary Public in the State of Idaho, James M. Kline personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Kayla Frei
Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: Feb 8, 2029

Attest:

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

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

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
725 NE 2ND ST, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (“City”), and 116 BROADWAY LLC, owner of the property at 725 NE 2ND ST, Meridian, Idaho (“Property Owner”) (collectively, “Parties”).

WHEREAS, Property Owner is the owner of the property at **725 NE 2ND ST**, Meridian, Idaho, Ada County parcel no. R5672000630, S 65 FT OF LOTS 11&12 BLK 4 (“Property”);

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street (“Project”);

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City’s expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

116 BROADWAY LLC
13129 N ANDYS GULCH RD
GARDEN CITY, ID 83714-0000

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

Ryan Steinbroner
Signature:
Ryan Steinbroner
Name (printed)

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 9th day of February 2024, before the undersigned, a Notary Public in the State of Idaho, Ryan Steinbroner personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jennifer S. Andersen
Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

On this ___ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR CONNECTION TO SEWER SERVICE:
800 NE 2ND ST, MERIDIAN, ID 83642-0000**

This TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT FOR CONNECTION TO SEWER SERVICE ("Agreement") is made this 12 day of January, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and MASONIC TEMPLE ASSN, owner of the property at 800 NE 2ND ST, Meridian, Idaho ("Property Owner") (collectively, "Parties").

WHEREAS, Property Owner is the owner of the property at **800 NE 2ND ST**, Meridian, Idaho, Ada County parcel no. R5672000915, LOTS 1-4 INC LOT 9 BLK 7 ("Property");

WHEREAS, the sewer line serving Property is currently located in the alley to the north of the Property;

WHEREAS, in Spring 2024, pursuant to its authority under Idaho Code section 50-332, the City of Meridian will begin a public works project that includes installing a new sewer main along E. Idaho Avenue, from Meridian Road to 6th Street ("Project");

WHEREAS, to improve efficiency and long-term viability of sewer service to properties along E. Idaho Avenue from Meridian Road to 6th Street, including the Property, the City has offered to assess the feasibility of rerouting the plumbing serving Property to connect to the new sewer line along E. Idaho Avenue, and, if it is feasible, to cause such work to be completed at the City's expense; and

WHEREAS, Property Owner has accepted this offer and wishes to authorize City 1) to initiate the feasibility assessment, and 2) if the City determines that it is feasible, to include in the scope of work for the Project the rerouting of the plumbing serving the building at Property and its connection to the new sewer line;

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

I. COMMITMENTS BY CITY.

- A. FEASIBILITY ASSESSMENT.** Within one hundred and eighty (180) days of execution of this Agreement, City shall conduct an assessment of the structural integrity, plumbing condition, and other factors and risks related to the feasibility of replumbing the building at Property to connect to the new sewer main to be placed in the right-of-way along E. Idaho Avenue.
- B. IF NOT FEASIBLE.** If, in the City's sole discretion, it is not feasible to replumb the building at Property and connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, the City will take no further action with regard to the Property.
- C. IF FEASIBLE.** If, in the City's sole discretion, it is feasible to replumb the building at Property to connect it to the new sewer main to be placed in the right-of-way along E. Idaho Avenue, City shall:
1. Add this work to the scope of work for the Project, and shall complete such work at the City's sole expense. This work shall include restoration of the interior and exterior of the Property to its general pre-Project condition, as nearly as is feasible.
 2. Contact Property Owner to provide details regarding scheduling, timeline, and the next steps for completion of this work.
 3. Select and hire a licensed plumber to install all related plumbing and infrastructure necessary to connect the building at Property to the new sewer main along E. Idaho Avenue. Such work shall be completed in accordance with the regulations of the Building Services Division of the City of Meridian Community Development Department, the City of Meridian Public Works Department, and any and all other applicable rules or laws.
 4. As practicable, provide notice to Property Owner of any need to access the Property and building thereon in order to complete City's obligations under this Agreement.
- D. PROVISION OF SEWER SERVICES.** At all times, City shall provide sewer services to the Subject Property, subject to necessary stoppages due to construction, and all applicable laws and City ordinances. City shall bill Property Owner for sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.

II. COMMITMENTS BY PROPERTY OWNER.

- A. EASEMENT; RIGHT OF ENTRY.** Property Owner authorizes the City, its consultants, agents, employees and/or contractors, a temporary easement over and across the Property, and the right to enter the Property and all buildings thereon, in order to complete all necessary work to fulfill City's obligations under this Agreement. City shall have and hold the temporary easement and right of entry until the Project is complete. Property Owner shall notify the occupant(s) of the building located on Property of the terms of this Agreement and instruct such occupant(s) to provide access to City, its consultants, and/or its contractors as necessary to complete the work described by this Agreement.

- B. NO GUARANTEE.** Property Owner acknowledges that City may not elect to reroute the sewer service from the existing main in the alley to the new main in the right-of-way along E. Idaho Street. The City may decline to reroute the plumbing from the building on Property, if such work is not feasible, in City's sole discretion.
- C. PAYMENT FOR CITY SERVICES.** Upon connection to and whenever Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall pay to City all applicable fees and costs for services provided, as such fees are calculated and billed by City as set forth herein and established by law or City policy or ordinance. The exclusive remedy for any disputes, objections, or appeals regarding such fees and costs shall be with the Board of Adjustment, under the procedures set forth in Meridian City Code.
- D. OPERATION AND MAINTENANCE.** Upon connection to and at all times Property is connected to the City's sewer system, regardless of the location of such connection, Property Owner shall be solely responsible for any and all costs related to operation and maintenance of all portions and functions of the plumbing between the sewer line and the Property served by the City sewer system.
- E. ACKNOWLEDGMENT OF SCOPE OF WORK.** Property Owner acknowledges that construction related to the rerouting of plumbing and installation of new plumbing may require the temporary removal of landscaping, walkways, walls, flooring, and other structural aspects of the building at Property. While City shall restore the interior and exterior of the Property to the condition they were in prior to the Project, Property Owner shall be responsible for any other repair, maintenance, or other work where the need for same is revealed by the removal of walls and floors in order to complete the work contemplated by this Agreement. City shall not be responsible for any repair to structural, electrical, mechanical, or other systems at Property, even if such necessity is revealed by work undertaken pursuant to this Agreement or any other aspect of the Project.
- F. WAIVER.** Property Owner acquits and forever discharges the City of Meridian, its employees, and agents, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and additional compensation, including attorney fees, which Property Owner now has or may later realize in relation to any expense of any type related this Agreement or to Project, whether such expense is foreseen, unforeseen, known, or unknown. Except as may be provided in any written warranty provided by the contractor completing the work contemplated by this Agreement, Property Owner shall be solely responsible for any structural, electrical, mechanical, or other malfunction or damage occurring after completion of the work contemplated by this Agreement, and shall not make any claim or demand, or bring any cause of action against City for same.
- G. INDEMNIFICATION.** Property Owner acknowledges that provision of services under this Agreement may carry risks of property damage, property loss, personal injury, illness, and/or death, some of which risks are unknown, and, with that knowledge, Property Owner hereby assumes all such risks and hazards. Property Owner shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any

and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Property Owner or Property Owner's tenants, agents, employees, guests, and/or business invitees.

III. GENERAL PROVISIONS.

- A. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through the earlier of completion of the Project or September 30, 2024, unless earlier extended or terminated by the Parties.
- B. RECORDATION.** City shall record this Agreement against the Property, at City's cost.
- C. TERMINATION.** If City determines that Property Owner has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
- D. TERMINATION OR RESCISSION BY PROPERTY OWNER.** If, prior to initiation of construction as part of Project, Property Owner terminates this Agreement, and/or rescinds Property Owner's acceptance of City's offer to assess and potentially reroute the service line, for any reason, the City shall not be responsible for any costs related to the Project or the Project's impact on Property, other than connecting the Property's existing plumbing to the rehabilitated main when complete.
- E. CITY NOT RESPONSIBLE FOR OTHER COSTS.** Property Owner acknowledges and agrees that except as explicitly stated in this Agreement, the City will not be responsible for any costs Property Owner may incur as a result of or otherwise attributable to the Project, whether such costs are related to known or unknown risks or factors. Specifically, without limitation, City shall not be responsible for any lost business or other revenue during or attributable to the Project, nor for any plumbing- or sewer-related costs following Project completion.
- F. DAY-TO-DAY COMMUNICATIONS.** Communication between Property Owner and City regarding day-to-day matters (e.g., issues related to construction, property entry, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Property Owner the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Property Owner for all day-to-day matters. Property Owner shall provide City the name, e-mail address, and telephone number of the specific person ("Property Owner Contact") who shall serve as the liaison between Property Owner and City for all day-to-day matters.

G. ALL OTHER NOTICES. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via e-mail, personally served, or mailed via United States mail, to the following personnel and address:

If to City:

City Clerk, City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642
cityclerk@meridiancity.org

If to Property Owner:

MASONIC TEMPLE ASSN
PO BOX 484
MERIDIAN, ID 83680-0484

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

H. LIMITATION OF LIABILITY. City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or relating to any breach of this Agreement, whether or not such damages are foreseeable or Property Owner was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions.

I. FORCE MAJEURE. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

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

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

L. THIRD-PARTY BENEFICIARIES. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

M. NO REAL PROPERTY INTEREST. It is expressly understood that this Easement does not in

any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

- N. ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- O. ENTIRE AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- P. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- Q. APPLICABLE LAW.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- R. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- S. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal and financial advice from its attorney and/or financial advisor, or has had adequate opportunity to seek such advice.
- T. WARRANTY OF AUTHORITY.** Each person executing and signatory to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at

the time of execution, duly authorized by the respective Party's governing body to bind such Party in all respects; and acknowledges and agrees that this Agreement is and shall be a valid and binding obligation upon the Parties to this Agreement.

U. **APPROVAL REQUIRED:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

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

PROPERTY OWNER:

David L Brannan
Signature:
David L Brannan
Name (printed)

STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this 12 day of January, 2024, before the undersigned, a Notary Public in the State of Idaho, David L Brannan personally appeared, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

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



Jennifer S Andersen
Notary Public for Idaho

Residing at Ada County, Idaho

My Commission Expires: 6/8/2028

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
County of Ada) ss:

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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: _____



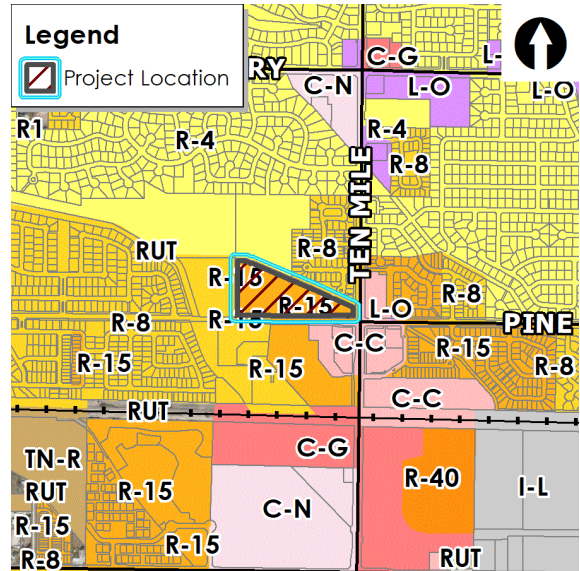
AGENDA ITEM

ITEM TOPIC: Final Plat for Foxcroft Subdivision No. 2 (FP-2023-0031) by Kent Brown Planning Services, located at 3500 W. Pine Ave.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 3/26/2024
TO: Mayor & City Council
FROM: Stacy Hersh, Associate Planner
208-884-5533
SUBJECT: Foxcroft No. 2 FP
FP-2023-0031
LOCATION: Phase 2 is located at 3500 W. Pine Avenue and the surrounding property north of Pine and south of Tenmile Creek, in the SE 1/4 of the NE 1/4 of Section 10, Township 3N, Range 1W.



I. PROJECT DESCRIPTION

Final Plat consisting of 1 residential building lot on approximately 11.978 acres of land in the R-15 zoning district, by Kent Brown Planning.

II. APPLICANT INFORMATION

A. Owner:

Corey Barton, Open Door Rentals – 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 eight (8) fewer buildable lots (1) depicted on the proposed final compared to the number indicated on the approved preliminary plat (9). Furthermore, 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. The City has granted approval for the CZC and Design Review (A-2022-0184) to construct the multi-family units on the property. The subdivision improvements shall be completed prior to occupancy of the first structure.

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

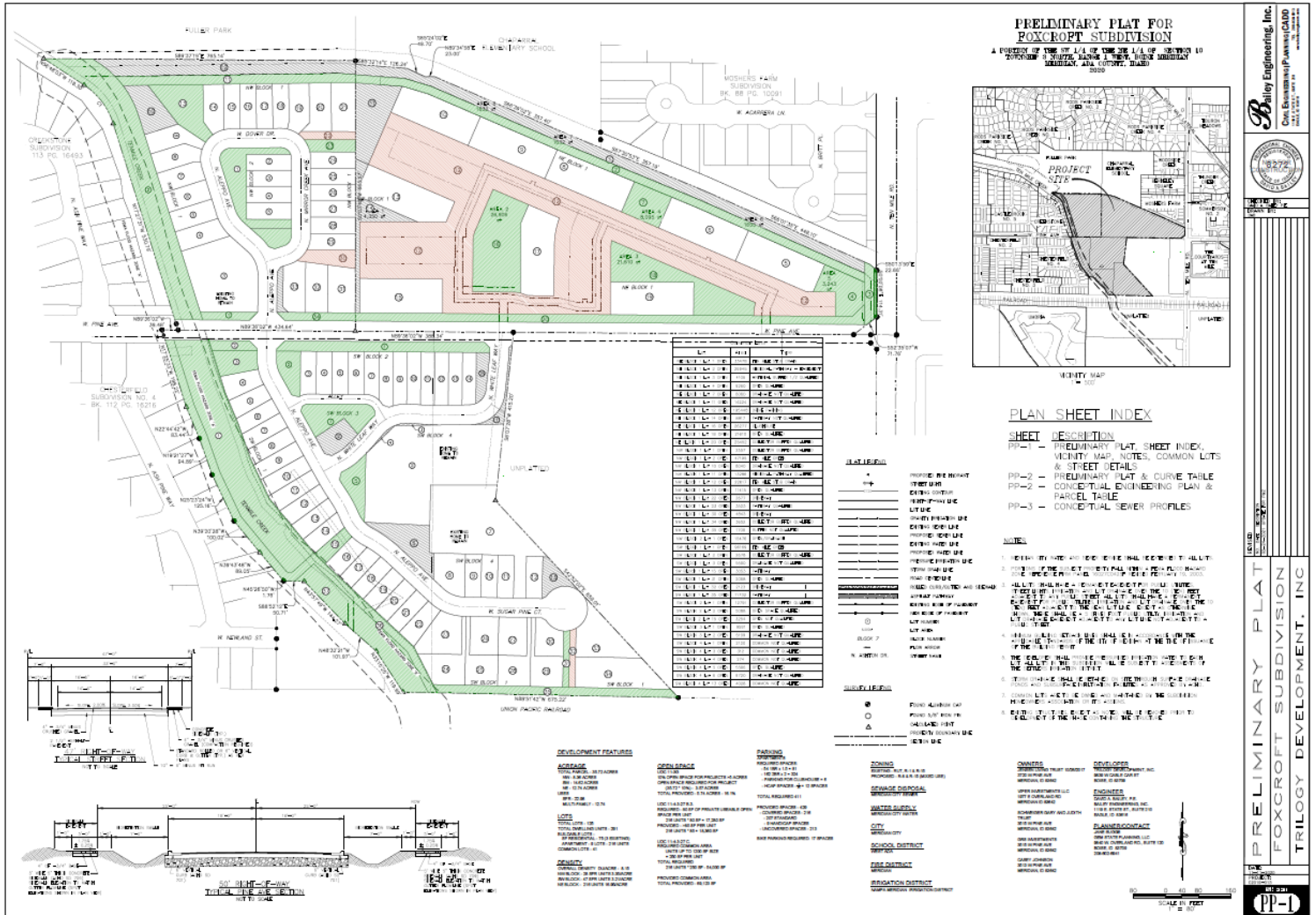
IV. DECISION

A. Staff:

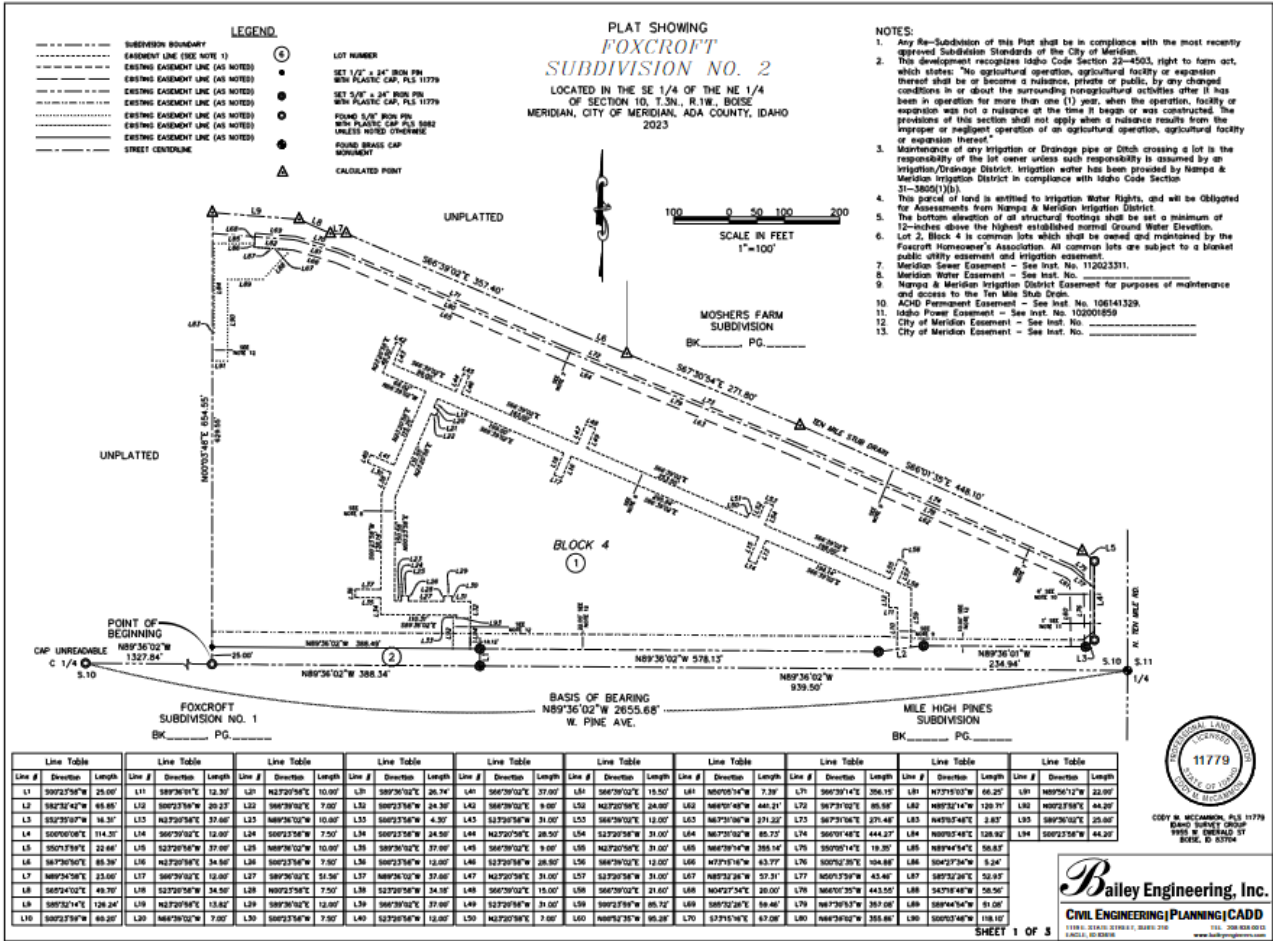
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

V. EXHIBITS

A. Preliminary Plat (dated: February 2021)



B. Final Plat



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); 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 #8, include recorded instrument number.
 - b. Plat Notes #12-13, include recorded instrument numbers.
 - c. Add Note #13, include the recorded instrument number of the existing City of Meridian Development Agreement.
 - d. Add Note #14, include the recorded pathway easement number (ESMT-2024-0043) on the plat.
 - e. Graphically depict the landscape buffers along the east and south boundary either on a permanent dedicated buffer easement or by adding common lots in accordance with UDC 11-3B-7C.2a
5. The submitted landscape plans, as shown in Section V.C, prepared by Bailey Engineering, with a revision date of 3/29/23, is approved as submitted.
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=337620&dbid=0&repo=MeridianCity>

C. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=337620&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Linder Condos (H-2023-0074) by The Architects Office, PLLC., located at 300 N. Linder Rd.

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



In the Matter of the Request for a Modification to the Development Agreement Required with H-2022-0091, Linder Storage Condos, to Allow Warehouse and Flex Space Uses along with the Previously Approved Self-service Storage Facility; and Update the Conceptual Development Plan and Building Elevations for Linder Condos, by The Architect's Office.

Case No(s). H-2023-0074

For the City Council Hearing Date of: March 12, 2024 (Findings on March 26, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 12, 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 March 12, 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 a modification to the terms of the development agreement approved with the annexation is hereby approved per the provisions in the Staff Report for the hearing date of March 12, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 March 12, 2024

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

COUNCIL PRESIDENT JOE BORTON VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert 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

III. APPLICANT INFORMATION

A. Applicant:

Jeremy Putman, The Architect’s Office – 499 Main Street, Boise, ID 83702

B. Owner:

Greg Herman – 300 N. Linder Rd., Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	City Council Posting Date
Newspaper notification published in newspaper	1/28/24, 2/25/24
Radius notification mailed to property owners within 300 feet	1/26/24, 2/24/24
Public hearing notice sign posted on site	1/13/24, 2/28/24
Nextdoor posting	1/29/24, 2/26/24

V. STAFF ANALYSIS

The Applicant proposes to modify the development agreement (H-2022-0091) to allow warehouse and flex space uses in addition to the previously approved self-service storage facility use; and update the conceptual development plan and building elevations for the site. The Applicant’s narrative states the target market for these spaces will be for contractors, mostly for storage, with the potential for each space to have a small office and restroom. *Note: The development agreement associated with H-2022-0091 has not yet been signed and recorded.*

Proposed Use: The proposed modification will allow for more variety in the uses allowed on the site as can be accommodated with the proposed development plan. Per UDC [Table 11-2C-2](#), warehouse and flex space uses are listed as principal permitted uses in the I-L district. The proposed uses are subject to the specific use standards listed in the UDC, as follows:

- [11-4-3-42](#) Warehouse:
 - A. Accessory uses allowed. Office not to exceed twenty-five (25) percent and retail sales not to exceed ten (10) percent of the total enclosed area of the use.
 - B. Outside activity areas shall be located a minimum of three hundred (300) feet from any property line adjoining a residence or a residential district.
- [11-4-3-18](#) Flex Space:
 - A. Office and/or retail showroom areas shall comprise a minimum of thirty (20) percent of the structure and/or tenant space.
 - B. Light industry and warehousing shall not comprise more than seventy (70) percent of the tenant space.
 - C. In the C-C, C-G and M-E districts, roll-up doors shall not be visible from a public street.

- D. Except in the I-L and I-H districts, loading docks are prohibited.
- E. Retail use shall not exceed twenty-five (25) percent of leasable area in any tenant space.

Site Plan: Originally, eight (8) tenant spaces were proposed in two (2) buildings; now seven (7) tenant spaces are proposed in two (2) buildings totalling 15,643 s.f., including mezzanines. The west building had to be reduced in size to accommodate the cross-access easement/driveway required to the adjacent properties to the north and south.

Access: Access is proposed via N. Linder Rd., an arterial street. The location of the cross-access driveway to the south has changed from the middle of the site between the buildings to the west side of the front building along Linder Rd.; a cross-access driveway is proposed to the north in alignment with the driveway to the south in accord with UDC [11-3A-3A.2](#). A Fire Dept. turnaround is proposed between the two structures as depicted on the site plan.

Parking: In the I-L zoning district, a minimum of one (1) off-street vehicle parking space is required for every 2,000 s.f. of gross floor area per UDC [11-3C-6B.2](#), except for self-service storage facilities, which only require parking for the associated office space (if provided) and not for the storage facility. Because a variety of uses are proposed, the more restrictive parking standard should apply to the overall development.

Based on the square footage of the structures (i.e. 15,643 s.f.), a minimum of seven (7) parking spaces are required; 13 spaces are provided, exceeding the minimum standard by six (6) spaces, which should be sufficient for any of the uses proposed. The extra spaces should accommodate parking for the flex space use (if developed), which would likely create a need for more parking for customers and employees of the retail/office component of the use.

A minimum of one (1) bicycle parking space is required for every 25 proposed vehicle parking spaces or portion thereof per UDC [11-3C-6G](#); bicycle parking facilities are required to meet the location and design standards listed in [11-3C-5C](#). A bicycle rack is depicted on the site plan.

Development Agreement (DA): The existing DA provisions are included in Section VII.A below; the Applicant's proposed changes are noted in strike-out/underline format. The Applicant requests DA provision #5.1h, which limits the hours of operation for storage facilities from 6:00 am to 11:00 pm as set forth in UDC 11-4-3-34E, is revised to include warehouse & flex space. However, because the proposed uses aren't subject to the same limitations on the hours of operation as storage facilities, Staff does not recommend a change to this provision.

The existing and proposed conceptual development plans and building elevations are also included below in Section VII.B. Other than the reduction in the size of the west building, the proposed development plan and elevations are generally consistent with the previously approved plans and conditions of approval. Therefore, Staff is supportive of the proposed changes and inclusion of the additional uses proposed to allow more flexibility for the use of the site.

VI. DECISION

A. Staff:

Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant.

B. The Meridian City Council heard this item at the February 13th and March 12th public hearings and approved the proposed MDA application.

1. Summary of the City Council public hearing:

- a. In favor: Jeremy Putman, The Architect's Office (Applicant's Representative); Kim Kelly
- b. In opposition: None

- c. Commenting: None
- d. Written testimony: Ronald Hatch, property owner to the north (in support)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Concern pertaining to intensity of the additional uses proposed and their potential negative impact on existing adjacent residential neighbors and the adequacy of on-site parking.
 - b. At the continued hearing, the Applicant addressed previous concerns to the satisfaction of the Council.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

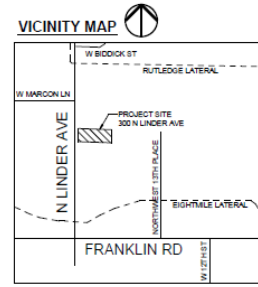
A. Existing Development Agreement Provisions – *Proposed Changes Shown in Strike-out/Underline format*

4. USES PERMITTED BY THIS AGREEMENT: This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.
 - 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
 - 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.
5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:
 - 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Future development of this site shall be generally consistent with the conceptual development plans included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B,” Unified Development Code Standards, design standards in the Architectural Standards Manual, and the provisions contained herein.
 - b. Comply with the specific use standards for warehouse facilities (UDC 11-4-3-42), self-service storage facilities ~~listed in (UDC 11-4-3-34)~~, flex space facilities (UDC 11-4-3-18) and the standards for self-service uses in UDC 11-3A-16, as applicable.
 - c. The existing driveway via N. Linder Rd. shall be closed and a new driveway constructed in alignment with the driveway on the west side of N. Linder Rd., unless otherwise approved by the City and ACHD.
 - d. A driveway stub shall be constructed to the northern property line and a cross-access/ingress-egress easement granted to the property to the north (Parcel #R3579000015) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
 - e. A driveway stub shall be constructed to the southern property line and a cross-access/ingress-egress easement granted to the property to the south (Parcel #R3579000025) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
 - f. A 5-foot-wide buffer shall be provided to the residential land use to the north (Parcel #R3579000015), landscaped per the standards listed in UDC 11-3B-9C, as approved by City Council with consent from the property owner to the north. *Note: The City Council approved a reduced buffer width from 25 feet to 5 feet.*
 - g. Mitigation is required for existing trees on this site that are removed as set forth in UDC 11-3B-10C.5.
 - h. ~~The s~~Storage facility hours of public operation, if developed on the site, shall be limited to 6:00 a.m. to 11:00 p.m. as set forth in UDC 11-4-3-34E as long as the property abuts a residential district.
 - i. Future structure(s) on the site shall comply with the non-residential design standards in the Architectural Standards Manual for commercial districts (i.e., CD).
 - j. The existing irrigation ditch on the eastern portion of the site shall be piped or otherwise covered as set forth in UDC 11-3A-6.
 - k. A flood plain development permit with base flood elevations and flood protection elevations shall be required with a future development application.

B. Existing Conceptual Development Plan & Building Elevations

SITE ANALYSIS

USE CHARACTERISTICS	
PROPOSED ZONING DISTRICT:	IL
LOT AREA:	APPROX. 12,871 SF
BUILDING AREA:	APPROX. 14,326 SF (28%)
PAVED AREA:	APPROX. 17,485 SF (14%)
LANDSCAPE AREA:	APPROX. 5,486 SF (43%)
BUILDING CODES	
STORAGE UNIT COUNT:	8
MAXIMUM BUILDING HEIGHT:	30 FEET
PARKING STALLS	
OFFICE SPACE (1) 30'-0"	0 REQUIRED (NO OFFICE SPACE PROVIDED)
CALCULATION:	0 REQUIRED (NO OFFICE SPACE PROVIDED)
PROVIDED SITE PARKING:	8 STALLS (INCLUDING 1 ADA STALL)
SETBACKS	
FRONT SETBACK:	35 FEET
REAR SETBACK:	35 FEET
LANDSCAPE BUFFER TO RESIDENTIAL USE:	5 FEET PROVIDED
LANDSCAPE BUFFER TO NONRESIDENTIAL USE:	5 FEET (54)



EVstudio
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 Meridian, ID
 303.670.7242
 inspections@evstudio.com
 design@evstudio.com
 www.evstudio.com
 Contact:
 JULIE MILLER
 julie.miller@evstudio.com
 303.694.2524 x1018

N LINDER STORAGE CONDOS

300 N LINDER
 MERIDIAN, ID 83642

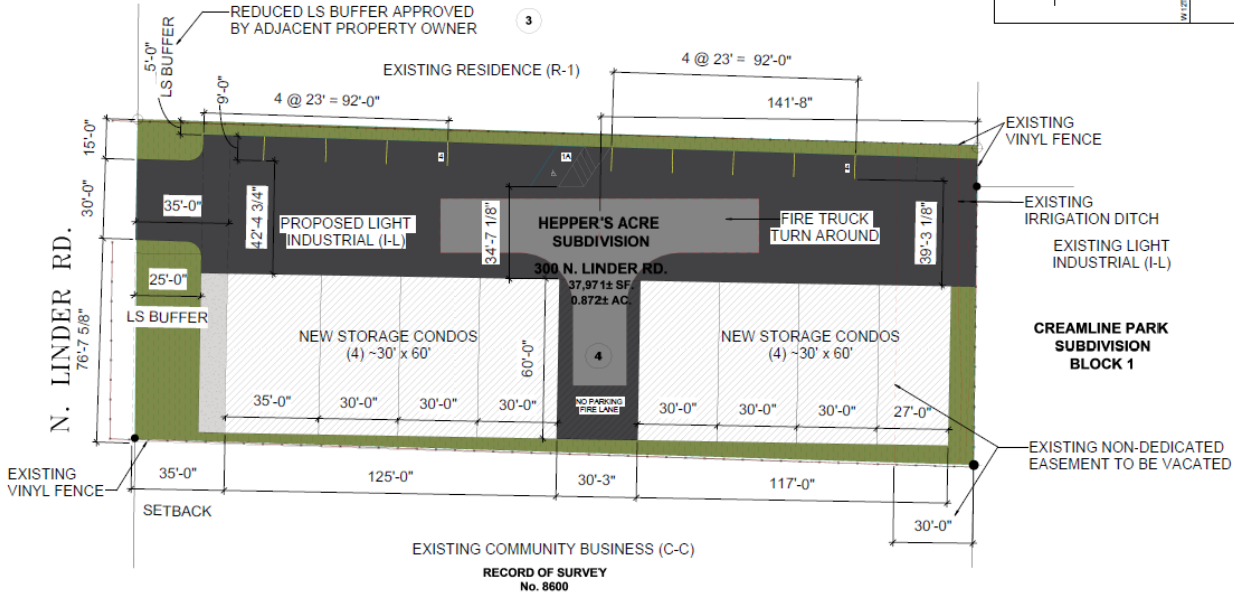
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 Revision:

Project Status: 12-11-22
 DATE: CM1
 DRAWN BY: JLM
 CHECKED BY: JLM

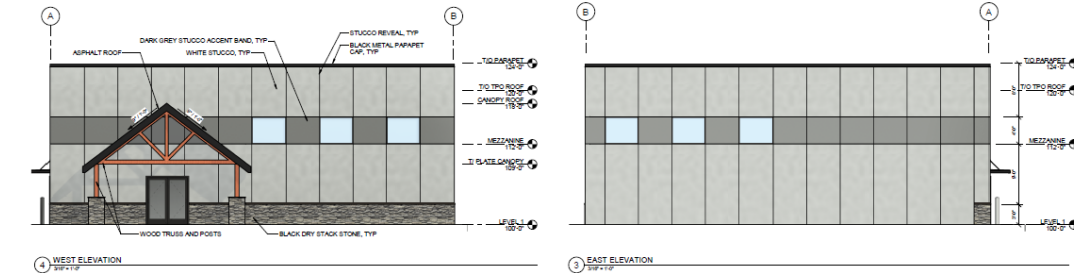
PRELIMINARY
 SITE PLAN
A100



RECORD OF SURVEY
 No. 8600

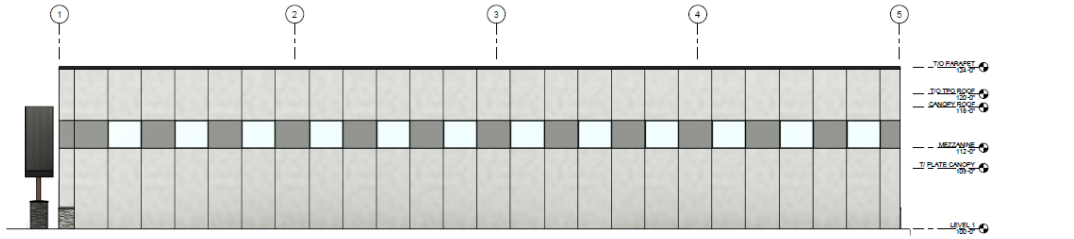
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1 PRELIMINARY SITE PLAN
 1/8" = 1'-0"

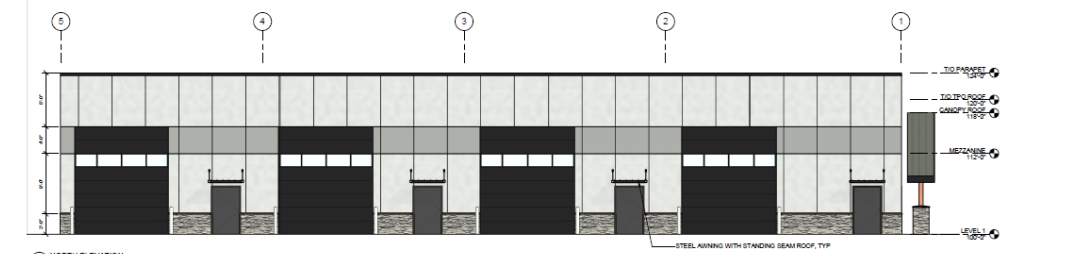


4 WEST ELEVATION
3/12/17

3 EAST ELEVATION
3/12/17



2 SOUTH ELEVATION
3/12/17



1 NORTH ELEVATION
3/12/17

EVstudio

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Evergreen, CO
Meridian, ID
303.470.7342
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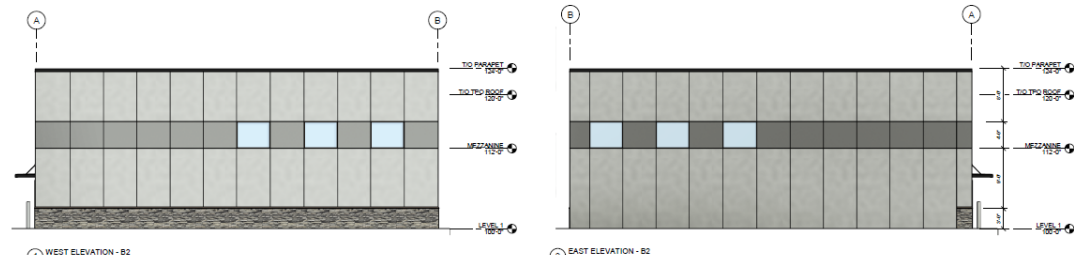
Contract:
JULIE TULLER
julie@evstudio.com
208.884.2834 x1018

N LINDER STORAGE CONDOS
300 N LINDER
MERIDIAN, ID 83842
22B061

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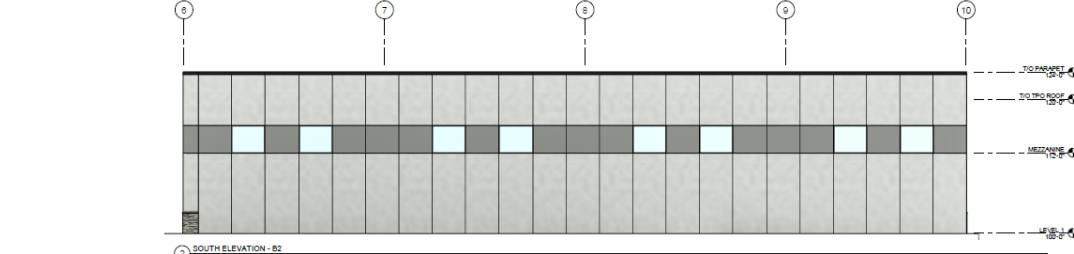
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DRAWN BY: JMT
CHECKED BY: JMT

EXTERIOR
ELEVATIONS
BUILDING 1
A201

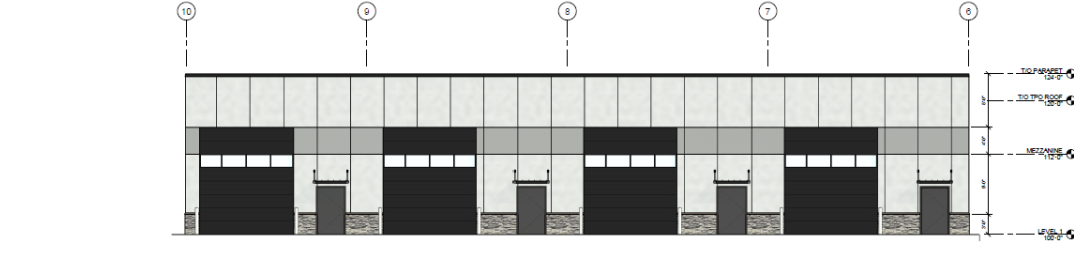


4 WEST ELEVATION - B2
3/12/17

3 EAST ELEVATION - B2
3/12/17



2 SOUTH ELEVATION - B2
3/12/17



1 NORTH ELEVATION - B2
3/12/17

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CONSTRUCTION

DATE: 03/12/17
DRAWN BY: JMT
CHECKED BY: JMT

EXTERIOR
ELEVATIONS
BUILDING 2
A202



3 SIDE PERSPECTIVE VIEW
12' x 7'-0"



1 FRONT PERSPECTIVE VIEW
12' x 7'-0"

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Contact:
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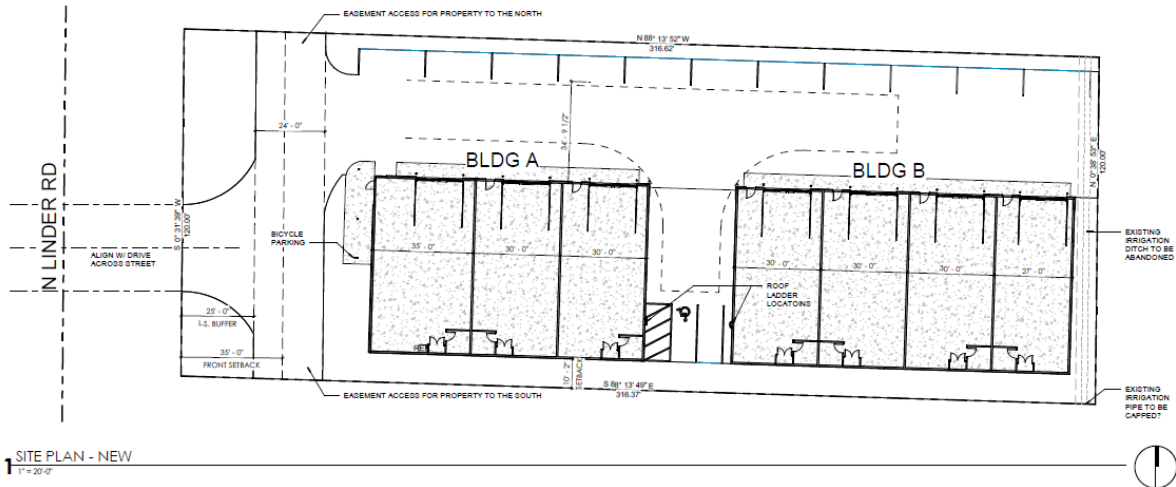
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REVISION:

ENTITLEMENTS
DATE: 02.07.23
DRAWN BY: J.M.
CHECKED BY: J.M.

PERSPECTIVE
VIEWS
A203

C. Proposed Conceptual Development Plan, Floor Plans & Building Elevations (dated: 2/6/24)



SITE PLAN - NEW
1" = 20'-0"

TOTAL BLDG AREA = 15,643 SF
PARKING FOR INDUSTRIAL DISTRICTS
 First Floor: 12,968
 Mezzanines: 3,077
 15,643 / 2000 = 7.8 (J. STALLS)
PROVIDED ON SITE
 11 PARALLEL STALLS (23x9)
 1 STANDARD STALL (9x20)
 1 ADA STALL
 13 TOTAL STALLS
 1 BICYCLE PARKING

PROJECT
LINDER CONDOS
 300 N LINDER RD
 MERIDIAN, ID 83687

Project Status
 SEAL

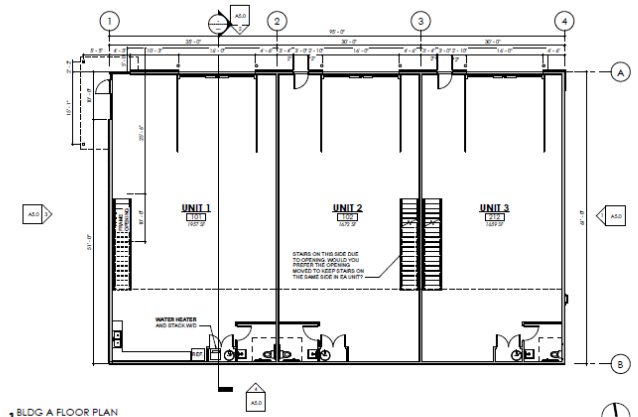
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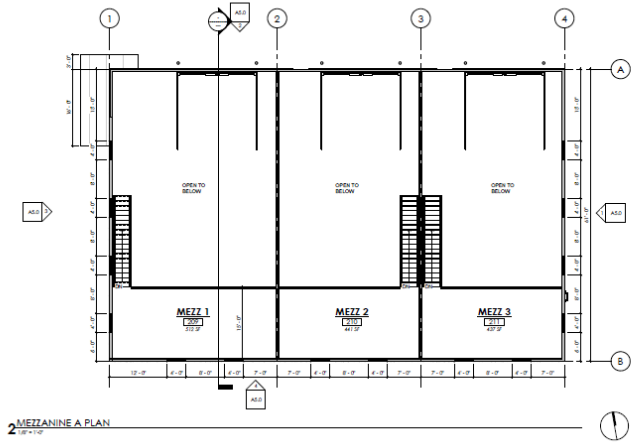
FILE
 DATE: 06.27.23
 FILE NO: 23-901
 DRAWN: JNP

NO	DESCRIPTION	DATE
A	SCHEMATIC DESIGN	08.31.23
B	SCHEMATIC DESIGN	09.22.23
C	SCHEMATIC DESIGN	10.17.23
D	SCHEMATIC DESIGN	10.30.23
E	ALT DRIVEWAY	11.07.23
F	CONDITIONS RESEARCH	11.20.23
G	CONDITIONS RESEARCH	11.29.23
H	DA MOD APPLICATION	12.14.23
I	DA MOD APPLICATION	02.06.24

SHEET
A1.0
 SITE PLAN



1 BLDG A FLOOR PLAN
1/8" = 1'-0"



2 MEZZANINE A PLAN
1/8" = 1'-0"

GENERAL NOTES:

- A. VERIFY ALL DIMENSIONS IN FIELD AND VERIFY ARCHITECT OF DISCREPANCIES PRIOR TO FABRICATION OR INSTALLATION.
- B. TYPICAL DIMENSIONS LOCATIONS ARE TO FACE UNLESS OTHERWISE NOTED TO FACE.
- C. PROVIDE ALL DOORS IN WALLS PER FINISH AS LEASER, TOILET PARTITIONS, WATER CLOSURES, SINKS, TUBS, AND SHOWER.
- D. ALL BLDG FRAMES EXTERIOR PARTITIONS WALLS SHALL BE BRACED TO THE EXISTING STRUCTURE TO MAINTAIN PLUMB AND TRUE.
- E. ALL INTERIOR WALLS SHALL BE FINISHED WITH DRYWALL AND FINISH.
- F. ALL INTERIOR WALLS SHALL BE FINISHED WITH DRYWALL AND FINISH.
- G. DO NOT SCALE DRAWINGS.
- H. LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
- I. ALL FINISHES USE COLORS TO MATCH BATHS, TOILET, TUBS, AND SHOWER.
- J. UNLESS OTHERWISE TYPICALLY INDICATED OTHERWISE SHOWN S.I.C.O.

BUILDING R VALUE ANALYSIS:

EXTERIOR WALLS: BATT INSULATION
 ROOF: INSULATION
 FLOOR: INSULATION
 WINDOWS: SEE CONCRETE REQUIREMENTS
 DOORS: SEE CONCRETE REQUIREMENTS



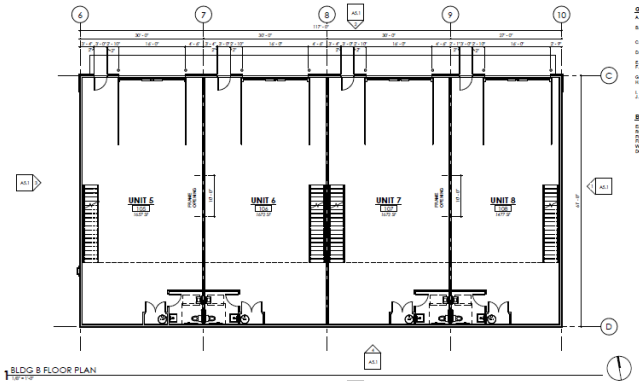
PROJECT
LINDER CONDOS
 300 N LINDER RD
 MERIDIAN, ID 83687

Project Status
 NOT FOR CONSTRUCTION

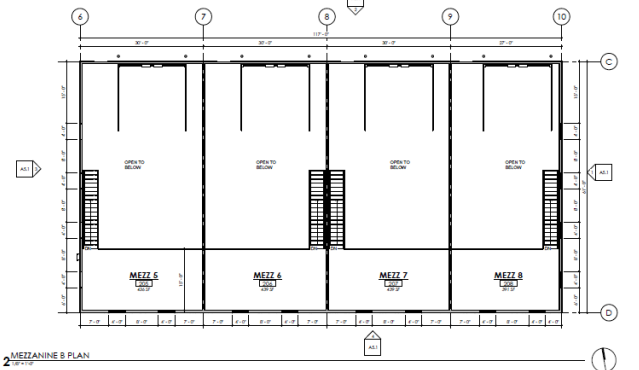
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3	SCHEMATIC DESIGN	06/23/23
4	SCHEMATIC DESIGN	06/23/23
5	SCHEMATIC DESIGN	06/23/23

A2.0
 BLDG A FLOOR PLAN



1 BLDG B FLOOR PLAN
1/8" = 1'-0"



2 MEZZANINE B PLAN
1/8" = 1'-0"

GENERAL NOTES:

- A. VERIFY ALL DIMENSIONS IN FIELD AND VERIFY ARCHITECT OF DISCREPANCIES PRIOR TO FABRICATION OR INSTALLATION.
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BUILDING R VALUE ANALYSIS:

EXTERIOR WALLS: BATT INSULATION
 ROOF: INSULATION
 FLOOR: INSULATION
 WINDOWS: SEE CONCRETE REQUIREMENTS
 DOORS: SEE CONCRETE REQUIREMENTS



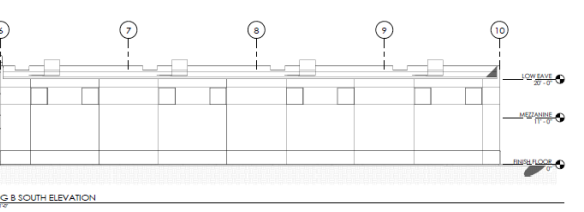
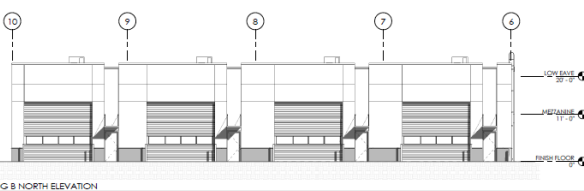
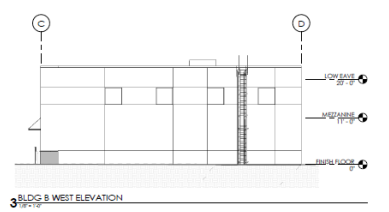
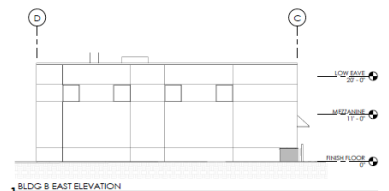
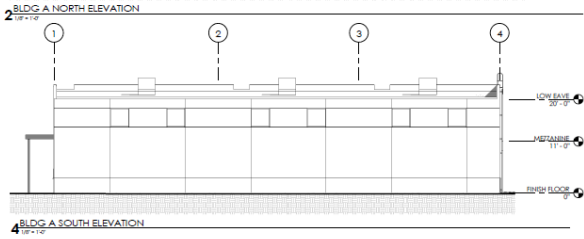
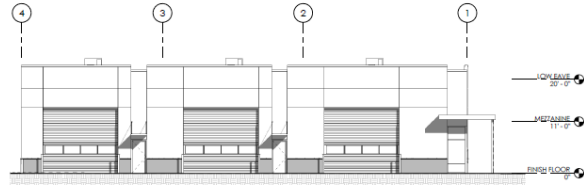
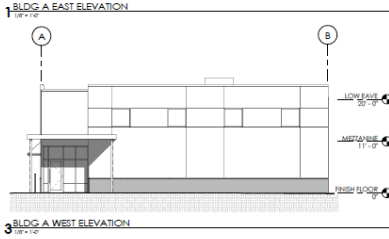
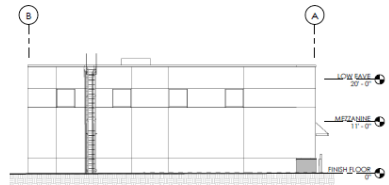
PROJECT
LINDER CONDOS
 300 N LINDER RD
 MERIDIAN, ID 83687

Project Status
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3	SCHEMATIC DESIGN	06/23/23
4	SCHEMATIC DESIGN	06/23/23
5	SCHEMATIC DESIGN	06/23/23

A2.1
 BLDG B FLOOR PLAN



LINDER CONDOS
300 N LINDER RD
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Project Status
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13-143

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NO.	DESCRIPTION	DATE
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2.	ISSUED FOR CONSTRUCTION	04-23

A5.0
BLDG A EXTERIOR ELEVATIONS



LINDER CONDOS
300 N LINDER RD
MERIDIAN, ID 83687

Project Status
5%
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13-143

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NO.	DESCRIPTION	DATE
1.	ISSUED FOR PERMITS	08-23
2.	ISSUED FOR CONSTRUCTION	04-23

A5.1
BLDG B EXTERIOR ELEVATIONS



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Stonehill Church (H-2023-0041) by Stonehill Church, located at 799 W. Amity Rd.

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



In the Matter of the Request for Modification to the Existing Development Agreement (MDA) (H-2015-0019, Inst. #2016-007090) to Allow for the Development of a Church on a Portion of the Property and Removal of that Property from the Original Agreement for Inclusion in a New Agreement; Rezone (RZ) of 13.49 13.36-acres of Land from the R-4 to the R-8 Zoning District; Conditional Use Permit (CUP) for a Church on 13.21 13.09-acres of Land in an R-8 Zoning District; and Preliminary Plat (PP) Consisting of 4 Building Lots on 65.43-acres of Land in the R-4 and R-8 Zoning Districts for Stonehill Crossing Subdivision, by Stonehill Church.

Case No(s). H-2023-0041

For the City Council Hearing Date of: March 12, 2024 (Findings on March 26, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 12, 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 March 12, 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 a modification to the development agreement, rezone, preliminary plat and conditional use permit is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 12, 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 March 12, 2024

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

COUNCIL PRESIDENT JOE BORTON VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert 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	

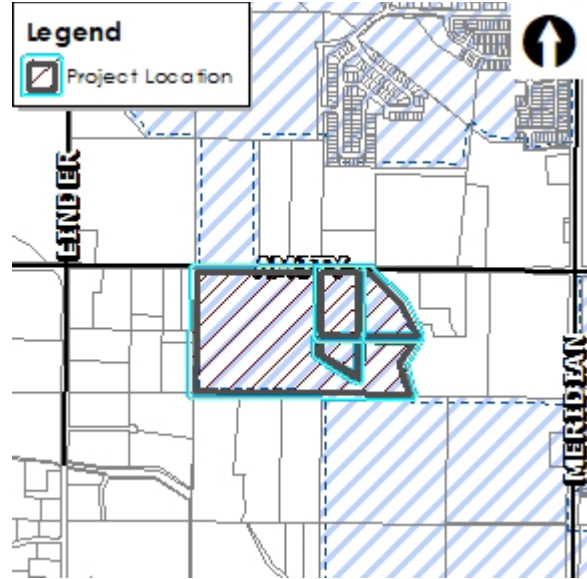
HEARING DATE: March 12, 2024

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533

SUBJECT: Stonehill Church – MDA, RZ, PP, CUP
[H-2023-0041](#)

LOCATION: 799 W. Amity Rd., in the north 1/2 of Section 36, T.3N., R.1W.



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (MDA) ([H-2015-0019](#), Inst. #[2016-007090](#)) to allow for the development of a church on a portion of the property and removal of that property from the original agreement for inclusion in a new agreement; Rezone (RZ) of ~~13.49~~ 13.36-acres of land from the R-4 to the R-8 zoning district; Conditional use permit (CUP) for a church on ~~13.21~~ 13.09-acres of land in an R-8 zoning district; and Preliminary Plat (PP) consisting of 4 building lots on 65.43-acres of land in the R-4 and R-8 zoning districts for Stonehill Crossing Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	65.43-acres
Future Land Use Designation	Low Density Residential (LDR)
Existing Land Use	Rural residential, agriculture with 2 existing homes
Proposed Land Use(s)	Commercial (church) – existing residential homes are proposed to remain
Current Zoning	R-4 (Medium Low-density Residential)
Proposed Zoning	R-8 (Medium-density Residential) for the church site (Lot 1, Block 1). <i>The remaining area (Lots 2-3, Block 1 and Lot 1, Block 2) will remain R-4 (Medium Low-density Residential)</i>
Lots (# and type; bldg/common)	4 building lots/0 common lots
Phasing plan (# of phases)	1
Number of Residential Units (type of units)	2 existing single-family detached units that will remain

Density (gross & net)	0.04 units/acre (R-4 residential portion of the property will be resubdivided in the future prior to development)
Open Space (acres, total [%] / buffer / qualified)	NA (residential portion of the property will be resubdivided in the future)
Amenities	NA (residential portion of the property will be resubdivided in the future)
Physical Features (waterways, hazards, flood plain, hillside)	The Calkins Lateral crosses the western portion of this site and the Belle Sub Lateral runs along the southern portion of the east boundary of the site.
Neighborhood meeting date	6/26/23
History (previous approvals)	H-2015-0019 (South Meridian – Kent & Donna Mills Development Agreement Inst. # 2016-007090 , AZ Ordinance # 16-1670); ROS #2914 (1994); ROS #10324 (2015)

B. Community Metrics

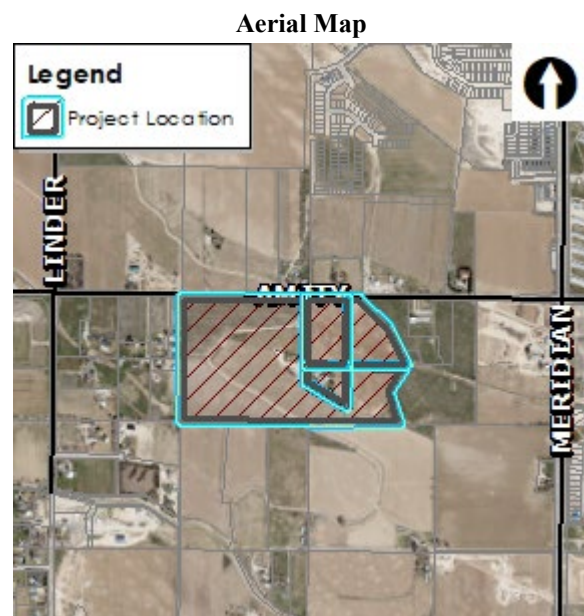
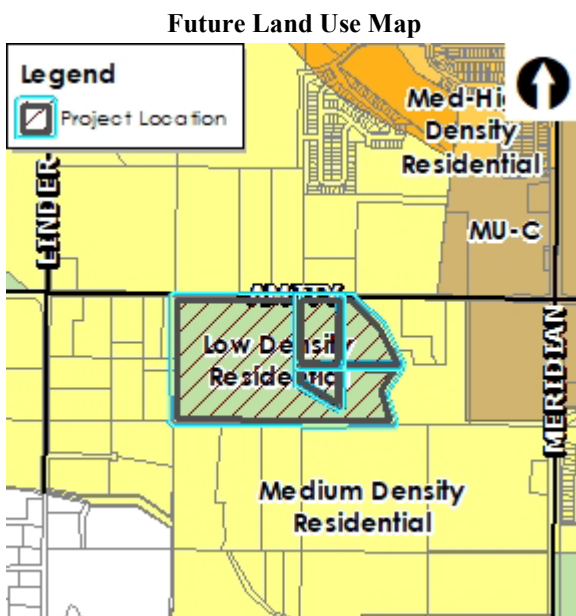
Description	Details
Ada County Highway District	
<ul style="list-style-type: none"> Staff report (yes/no) 	Yes
<ul style="list-style-type: none"> Requires ACHD Commission Action (yes/no) 	No
<ul style="list-style-type: none"> TIS (yes/no) 	No
<ul style="list-style-type: none"> Level of Service (LOS) 	Amity Rd.: Better than “E”
<ul style="list-style-type: none"> Trip Generation (estimate) 	351 additional vehicle trips/day (19 existing); 23 additional vehicle trips/hour in the PM peak hour (2 existing)
<ul style="list-style-type: none"> Existing Conditions 	
<ul style="list-style-type: none"> CIP/IFYWP 	Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP): <ul style="list-style-type: none"> Linder Road is listed in the CIP to be widened to 3-lanes from Amity Road to Lake Hazel Road between 2036 and 2040. The intersection of Linder Road and Amity Road is listed in the CIP to be reconstructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040. The intersection of Amity Road/SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg and signalized between 2031 and 2035.

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	There are three (3) existing driveways via W. Amity Rd., an arterial street – one for farm access at the west boundary, one for irrigation district access along the Calkins Lateral and one for the existing homes. An emergency only access is proposed via Amity and two accesses are proposed via Oak Briar, the collector street, on Lot 1, Block 1 – one of which will also provide access to the existing residence on Lot 2, Block 1; a temporary access for the existing home is proposed on Lot 1, Block 2. The existing farm access and irrigation district access road are proposed to remain until future resubdivision of the property.
Proposed Road Improvements	<ul style="list-style-type: none"> ACHD is requiring dedication of ROW totaling 50’ from centerline of Amity and pavement widening to 17’ from centerline with a 3’ wide gravel shoulder along the frontage of the property. A roundabout is required at the Amity/Oak Briar intersection.
Fire Service	

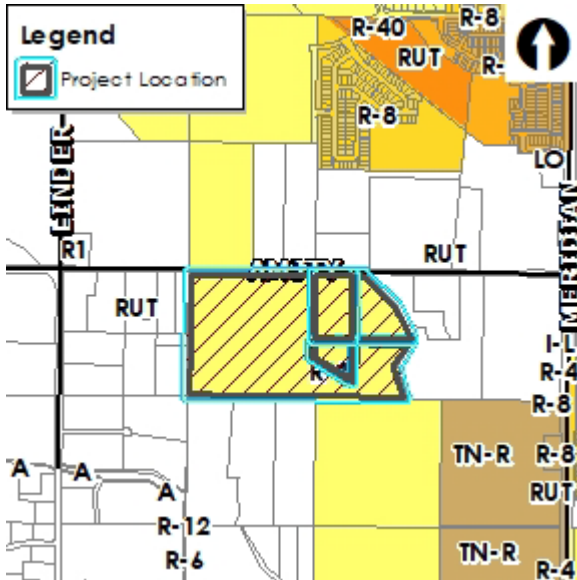
• Distance to Fire Station	2.6 miles from Station #6
• Fire Response Time	Don't have total response times that meet NFPA 1710 standards or current City adopted standards.
• Resource Reliability	84% (does meet targeted goal of 80% or greater)
• Risk Identification	4 (current resources are not adequate)
• Accessibility	Meets all required access, road widths and turnarounds.
• Special/resource needs	Will require an aerial device; can meet this need.
• Water Supply	3,000 gallons per minute for 2 hours
• Other Resources	
Police Service	No comments were received

West Ada School District	No comments received
Wastewater	
• Distance to Sewer Services	
• Sewer Shed	
• Estimated Project Sewer ERU's	See application
• WRRF Declining Balance	14.61 MGD
• Project Consistent with WW Master Plan/Facility Plan	
• Impacts/Concerns	
Water	
• Distance to Services	Available at site
• Pressure Zone	5
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	Fire flow modeled at 2,000 GPM. If additional flow is required, contact Public Works.

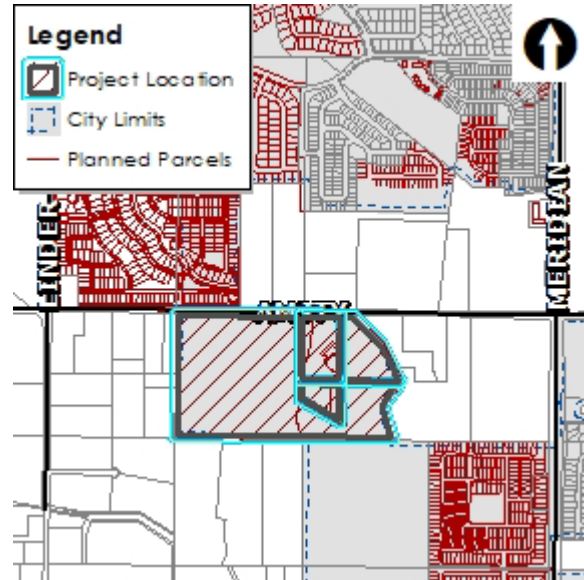
C. Project Maps



Zoning Map



Planned Development Map



- A. Applicant:
Kason Wedel, Stonehill Church – 1608 N. Meridian Rd., Meridian, ID 83686
- B. Owners:
Stonehill Church – 1608 N. Meridian Rd., Meridian, ID 83686
Kent & Donna Mills – 799 W. Amity Rd., Meridian, ID 83642
- C. Representative:
Same as Applicant

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	1/16/2024	2/25/2024
Radius notification mailed to property owners within 300 feet	1/12/2024	2/24/2024
Public hearing notice sign posted on site	1/12/2024	3/1/2024
Nextdoor posting	1/12/2024	2/26/2024

IV. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Low Density Residential (LDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows for the development of single-family homes on large estate lots at gross densities of three dwelling units or less per acre. These areas often transition between existing rural residential and urban properties. Developments need to respect agricultural

heritage and resources, recognize view sheds and open spaces, and maintain or improve the overall atmosphere of the area. The use of open spaces, parks, trails, and other appropriate means should enhance the character of the area. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

TRANSPORTATION: The Master Street Map (MSM) depicts W. Amity Rd. as a residential arterial street along the northern boundary of this site. A north/south residential collector street is depicted on the MSM through this property from Amity Rd. to the southern boundary of the site for future extension to the south. A roundabout is depicted at the Amity Rd./collector street intersection.

ACHD's Roadways to Bikeways Master Plan (BMP) identifies Amity Rd. as an existing Level 1 facility and future Level 3 facility that will be constructed as part of a future ACHD project. The BMP also identifies Level 1 facilities on the new collector street within the site which should be constructed consistent with the MSM and the BMP.

Transit services are not available to serve this site.

PROPOSED USE: The Applicant's proposal to develop a church on this site with future single-family residential uses is generally consistent with the LDR FLUM designation, which supports residential zoning in which a church use is allowed as a conditional use and single-family residential densities at 3 or fewer units per acre are allowed. The portion of the site zoned R-4 is proposed to be platted with "mega" lots for future resubdivision prior to development. With future resubdivision, the density of the overall area should be consistent with the density desired of 3 or fewer units per acre in the LDR FLUM designation.

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 future residential development will contribute to the variety of housing types available within the City for present and future residents.

- "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 of the church includes perimeter landscaping which should assist in screening the use from existing and future residential uses in the vicinity. The future redevelopment of the residential area at densities of three (3) or fewer units per acre should be compatible with adjacent existing and future uses.

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

The proposed church and future single-family residential uses should be compatible with existing and future residential uses in the vicinity which should minimize conflicts and maximize use of land.

- "Integrate the Meridian Pathways Master Plan into the site development review process to ensure planned paths are built out as adjacent land develops." (3.07.02H)

With future resubdivision of the residential portion of the property, a segment of the City's multi-use pathway system will be required to be constructed along the Calkins Lateral in accord with the Pathways Master Plan. In the interim, an easement for the pathway should be recorded with the proposed subdivision.

- “Locate smaller-scale, neighborhood-serving commercial and office use clusters so they complement and provide convenient access from nearby residential areas, limiting access to arterial roadways and multimodal corridors.” (3.07.02B)

The proposed church will provide an opportunity for public worship in this portion of the City near existing and future residential uses.

- “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 homes are required to connect to City water and sewer service and the existing septic system and well should be abandoned.

V. STAFF ANALYSIS

A. DEVELOPMENT AGREEMENT MODIFICATION (MDA)

The subject property is part of a larger area annexed into the City with the South Meridian annexation application in 2015 ([H-2015-0019](#)). As a provision of annexation, a Development Agreement (DA) was required between the City and the property owner (Kent & Donna Mills, DA Inst. #[2016-007090](#)). Among other provisions, the DA requires an amendment to the agreement prior to any future development of the site in order to approve the proposed development plan.

An amendment to the DA is requested for the development of a church on the northeast portion of the property. The amendment proposes to remove the church property on proposed Lot 1, Block 1 from the existing DA in favor of a new DA, which will only govern development of the church property. The remainder of the property, will continue to be governed by the existing DA until such time as the property develops in the future, at which time the agreement will be amended to include a conceptual development plan. A legal description for the property subject to the new DA is included in Section IX.A.

A site plan was submitted, included in Section VIII.E, that shows how the portion of the site subject to the new DA will develop with a church and associated access, parking and drive aisles. Analysis of this plan for compliance with UDC standards is included below under Sections VI.C, D. **Future development of this site (proposed Lot 1, Block 1) should be generally consistent with the proposed site plan, subject to the conditions contained in this report for the preliminary plat and conditional use permit as noted below in this section. Staff's recommended DA provisions are included in Section VIII.A based on the analysis below.**

B. REZONE (RZ)

The Applicant proposes to rezone ~~13.49~~ 13.36-acres of land from the R-4 to the R-8 zoning district for the development of a church, consistent with the LDR FLUM designation as discussed above in Section V. A legal description and exhibit map for the rezone area is included in Section VIII.A.

A site plan was submitted, included in Section VIII.E that shows how the rezone area is proposed to develop with a church.

A church is listed as a conditional use in the R-8 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-8 zoning district.

As noted above, a new DA is proposed for the rezone area.

C. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 4 building lots on 65.43-acres of land in the R-4 and R-8 zoning districts for Stonehill Crossing Subdivision. **The subdivision is proposed to develop in one (1) phase if Council approves the request for deferral of certain improvements as noted below. If Council does not approve the requested deferral, the Applicant would like to develop the plat in phases.**

Proposed Use: A church is proposed to develop on Lot 1, Block 1. There are two (2) existing homes that are proposed to remain on Lot 2, Block 1 and Lot 1, Block 2. Lot 3, Block 1 and Lot 1, Block 2 are proposed as “mega” lots to be resubdivided in the future consistent with the density desired in the LDR FLUM designation. **Staff recommends no building permits are allowed to be issued on Lot 3, Block 1; and no building permits except for an accessory structure(s) (if desired) is allowed to be issued on Lot 1, Block 2 until these lots are resubdivided in the future.**

Conceptual Development Plan for Resubdivision: A conceptual development plan was submitted for a possible site layout for the future resubdivision of Lot 3, Block 1 and Lot 1, Block 2, as shown in Section VII.D. Future development is not tied to this plan as a DA modification is not proposed or required with this application. However, requested a development plan be submitted for this area for consideration. Staff offers the following comments on this plan:

- Dead end streets (i.e. Street C) should not be longer than 500’; however, City Council may approve a dead end street up to 750’ in length where an emergency access is proposed or a large waterway exists that prevents or makes impractical the extension or other conditions exists as noted in UDC [11-6C-3B.4](#). Although an emergency access via W. Amity Rd. is proposed and there is a large waterway that exists at the east end of the street, the dead end street exceeds 750’ at 870’ in length.
- Block faces are limited to 750’ in length without an intersecting street or alley, except Council may approve a block face up to 1,200’ where block design is constrained by site conditions such as an abutting arterial street or a large waterway and/or irrigation facility, among other conditions. The block face on the north side of Street C exceeds the minimum block face length allowed and would require approval from City Council as proposed.
- Stub streets should be provided to adjacent parcels for future extension and interconnectivity. A collector street is no longer required at the west end of the site along the southern boundary as the collector street has been moved to the south in alignment with Quartz Creek St. and is no longer needed in this location.
- The Applicant should consult the Irrigation District to see if a pedestrian bridge will be allowed across the Calkins Lateral.
- A local street should be provided between Lots 1 and 2, Block 1 from S. Oak Briar St. to the east end of Lot 2, Block 1, at a minimum, to reduce access points on the collector street and in accord with UDC [11-3A-3A.3](#), which requires all subdivisions to provide local street access to any use that currently takes direct access from an arterial or collector street.
- The Calkins Lateral and the Belle Sub Lateral are required to be piped unless used as a water amenity or linear open space as defined in UDC [11-1A-1](#) per UDC [11-3A-6B](#). The decision-making

body may waive this requirement if it finds that the public purpose requiring such will not be served and public safety can be preserved.

- If the Calkins Lateral and the Belle Sub Lateral are approved to be left open and not required to be piped and not improved as a water amenity or linear open space as noted above, fencing will be required to deter access to the laterals for public safety per the standards listed in UDC [11-3A-6C](#).
- Common open space and site amenities will be required in accord with the standards set forth in UDC [11-3G-3](#) and [11-3G-4](#).
- Access to the collector (i.e. S. Oak Briar Way) and arterial streets (i.e. W. Amity Rd.) is limited as set forth in UDC [11-3A-3A](#), unless otherwise waived by City Council.

Existing Structures/Site Improvements: There are two (2) existing homes and associated accessory structures on the property that are proposed to remain on Lot 2, Block 1 and Lot 1, Block 2 as shown on the aerial map below. **The addresses of the existing homes are required to change with development of the subdivision as they will no longer be directly accessed from Amity Rd.**

There are four (4) existing radio towers on the abutting property to the east, depicted as green squares on the map below, whose easements encroach on this site.



Existing Easements: There are two (2) existing radio tower easements, recorded in 1945, depicted on the plat on the east side of Lots 1 and 3, Block 1 for the towers shown on the aerial map above. These easements may limit the placement of underground utilities located within the easements until the towers are removed at an undetermined date in the future. The proposed location of the church building on Lot 1, Block 1 is outside of these easements.

Request for Deferral of Improvements: Because Lot 3, Block 1 and Lot 1, Block 2 are not proposed to develop at this time and are proposed to be resubdivided in the future prior to development, the Applicant requests deferral of certain improvements typically required with the plat, as follows:

- Amity Rd. frontage improvements along Lot 1, Block 2 (i.e. pavement widening, borrow ditch/drainage improvements, 10' wide multi-use pathway, street buffer landscaping and associated overhead and underground utility relocations (see [narrative](#) for more information). **(Note: ACHD will require a formal request for a waiver of policy and written support from the City to defer the road widening and sidewalk until future resubdivision of this lot.)**

Staff is amenable to this request if City Council and ACHD finds it appropriate.

- 10' wide multi-use pathway along the east side of the Calkins Lateral on Lot 1, Block 2.

Staff is amenable to this request as this lot will be resubdivided in the future and the pathway can be constructed with future development. In the interim, the Park's Dept. requests a public pedestrian easement for the future pathway is provided with subdivision of the property.

Dimensional Standards (UDC 11-2): Future development is required to comply with the dimensional standards listed in UDC Tables [11-2A-5](#) for the R-4 zoning district and [11-2A-6](#) for the R-8 zoning district. The proposed lots comply with the minimum dimensional standards. The existing homes and accessory structures on Lot 2, Block 1 and Lot 1, Block 2 appear to comply with the minimum setback standards of the district. **Any structures that do not comply with the minimum setback standards should be removed prior to submittal of the final plat for City Engineer signature.**

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

Transportation: There are currently no public streets within the site and no stub streets exist to this site.

Amity Rd. is currently a 2-lane roadway with no curb, gutter or sidewalk abutting the site within 50' of ROW (20-25' from centerline). ACHD is requiring dedication of ROW totaling 50' from the centerline of Amity Rd. abutting the site and widening of the pavement to 17' from centerline plus a 3' wide gravel shoulder adjacent to the entire site.

There are three (3) existing access driveways via Amity Rd. – one at the west boundary for farm access, one for irrigation district access along the Calkins Lateral, and one that provides access to the two (2) existing residences on the site. The residential driveway will be replaced by the new collector street; the other two (2) driveways may remain until Lot 1, Block 2 is resubdivided in the future, unless otherwise required to be removed by ACHD.

A collector street is proposed as depicted on the plat from W. Amity Rd. at the northern boundary of the site extending to the southern boundary of the site in accord with the Master Street Map (MSM). **A temporary cul-de-sac is required to be constructed at the terminus of the collector street at the south boundary with a minimum turning radius of 50' as required by ACHD.**

The MSM also depicts a multi-lane roundabout at the Amity Rd./Oak Briar Way intersection. The Applicant is required to dedicate right-of-way (ROW) for construction of the roundabout consistent with the template shown in the ACHD report. A roundabout exhibit was submitted, included in Section VIII.B, in accord with this template.

Access (UDC [11-3A-3](#)): Three accesses are proposed to the future church on Lot 1, Block 1. Two (2) accesses are proposed via the collector street (S. Oak Briar Way) on Lot 1, Block 1; the northern access is proposed for the church and the southern access is proposed to be a shared access for the church and the existing residence. The other access at the east end of Lot 1, Block 1 via W. Amity Rd. is proposed is for emergency access only.

The UDC (11-3A-3) limits access points to collector and arterial streets to improve safety and to ensure that motorists can safely enter all streets, unless otherwise waived by City Council. Further, the UDC (11-3A-3A.1) requires all subdivisions to provide local street access to any use that currently takes direct access from an arterial or collector street. **The Applicant requests approval of a waiver from Council for the two (2) proposed accesses via the collector street (Oak Briar) proposed on Lot 1, Block 1.**

Because a subdivision is proposed, Staff recommends a street is constructed from the collector street (Oak Briar) between Lots 1 and 2, Block 1 to provide local street access to the church and the existing residence. A cul-de-sac or ACHD/Fire Dept. approved turnaround should be provided at the end of the street, which should extend to at least the eastern boundary of Lot 2, Block 1 but may extend further depending on the access needs of the church. This street should be extended in the future with resubdivision of Lot 3, Block 1.

Staff recommends bollards are constructed with a chain and a Knox padlock at the emergency access driveway via Amity Rd. to prohibit public access.

Landscaping: A 25-foot wide street buffer is required along W. Amity Rd., an arterial street, measured from *ultimate* back of curb location; and a 20-foot wide street buffer is required along S. Oak Briar Way measured from back of curb. **Landscaping is required to be installed within the buffers in accord with the standards listed in UDC [11-3B-7C.3](#); the proposed landscape plan should be revised to comply with these standards.**

Landscaping should be provided in parkways in accord with the standards listed in UDC [11-3A-17E](#) and [11-3B-7C](#).

There are some existing trees on the site but they appear to be contained within Lots 2, Block 1 and Lot 1, Block where the existing homes are located. A few trees appear to be located in the area where the collector street will be extended, which will not require mitigation.

Common Open Space & Site Amenities (UDC [11-3G-3](#)): Because all of the residential portion of the property except for Lot 2, Block 1 will be resubdivided in the future, Staff recommends the provision of open space and site amenities is deferred until that time.

Pathways: All pathways should be constructed in accord with the standards listed in UDC [11-3A-8](#) and [11-3B-12C](#). A multi-use pathway is depicted on the Pathways Master Plan along the east side of the Calkins Lateral. **A 14-foot wide public access easement should be submitted to the City and depicted on the plat for the multi-use pathway (10' for the pathway + 2' shoulder each side).** If permission can be obtained from the Irrigation District, the pathway may be located with their easement; if not, the pathway shall be located in a separate linear lot outside of the irrigation easement behind the future rear residential lot lines. Construction of the pathway may be deferred until future development of Lot 1, Block 2.

Sidewalks ([11-3A-17](#)): Minimum 5' wide detached sidewalks are required within street buffers along collector and arterial streets per UDC 11-3A-17. However, ACHD policy requires a greater width of 10' along arterial streets; therefore, a 10' wide pathway should be provided as proposed a minimum of 38' from the centerline of Amity abutting the site.

Waterways: The Calkins lateral crosses the western portion of this site within a 56' wide easement (28' on each side of the centerline); and the Belle Sub Lateral runs along the southeast portion of the site within a 50' wide easement (25' on each side of the centerline) as depicted on the plat.

The UDC ([11-3A-6B](#)) requires all irrigation ditches/laterals crossing the site that aren't being improved as a water amenity or linear open space as defined in UDC [11-1A-1](#) to be piped or otherwise covered, unless otherwise waived by City Council. **Because both of the waterways on this site lie on lots (i.e. Lot 3, Block 1 and Lot 1, Block 2) that will be resubdivided in the future prior to development, Staff recommends the piping of these waterways take place upon resubdivision of these lots.**

This property is located in an "area of minimum flood hazard" in flood zone "X" (see FEMA map for more information).

Fencing: All fencing is required to comply with the standards listed in UDC [11-3A-6C](#) and [11-3A-7](#). Fencing is not depicted on the landscape plan.

Utilities (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. **However, because Lot 3, Block 1 will be resubdivided in the future prior to development, Staff recommends services are not required to be provided to that lot at this time. The existing homes on Lot 2, Block 1 and Lot 1, Block 2 are 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 per UDC 11-3A-15. **However, because Lot 3, Block 1 will be resubdivided in the future prior to development, Staff recommends underground pressurized irrigation is not required to be provided to that lot at this time.** Pressurized irrigation should be provided to the existing homes on Lot 2, Block 1 and Lot 1, Block 2.

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 Investigation Report](#) was submitted with this application.

D. Conditional Use Permit (CUP)

A CUP is proposed for a 52,000+/- square foot (s.f.) church on ~~13.21~~ 13.09-acres of land in an R-8 zoning district as required by UDC [Table 11-2B-2](#).

Phasing: The church (and associated drive aisles, parking and landscaping) is proposed to develop in two (2) phases as shown on the phasing plan in Section VIII.E. The first phase will consist of approximately 40,000 s.f. and the second phase will consist of approximately 12,000 s.f.

Specific Use Standards: Churches are subject to the specific use standards listed in UDC [11-4-3-6](#), as follows: *"Schools, child daycare services, meeting facilities for clubs and organizations, and other similar uses not operated primarily for the purpose of religious instruction, worship, government of the church, or the fellowship of its congregation may be permitted to the extent the activity is otherwise permitted in the district."*

Dimensional Standards: Future development of this site should comply with the dimensional standards of the R-8 zoning district in UDC [Table 11-2A-6](#).

Access: The extension of the residential collector street (S. Oak Briar Way) shall be completed with development of the subdivision prior to issuance of Certificate of Occupancy for the church.

Pathway/walkway: A 5' wide pedestrian walkway is proposed as required from the perimeter sidewalk along Amity and Oak Briar to the main building entrance of the church in accord with UDC [11-3A-19B.4](#). **The walkways should be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks.**

Minimum 5' wide walkways should be provided in the parking area for any aisle length that is greater than 150 parking spaces or 200' away from the primary building entrance(s) as set forth in UDC [11-3A-19B.4c](#).

Pedestrian connections with pathways should be provided from the church site to future abutting residential uses to the east and south for interconnectivity.

Sidewalks (UDC [11-3A-17](#)): All sidewalks around buildings are required to be a minimum of 5' in width.

Parking: Off-street parking is required to be provided based on the square footage of the church per the standards set forth in UDC [11-3C-6B.1](#) for commercial districts (i.e. 1 space for every 500 s.f. of gross floor area). Based on a total of 52,000+/- s.f., including the future addition, a minimum of 104 spaces will be required. The Applicant proposes to provide 545+/- spaces with the first phase and 269+/- spaces with the second phase, which *exceeds* the minimum standards by 710+/- spaces.

Parking stalls and drive aisles should comply with the dimensions noted in UDC [Table 11-3C-5](#). Where parking spaces abut a sidewalk or a perimeter landscape buffer, wheel stops should be provided to prevent vehicle overhang *or* the length of the parking space may be reduced 2' if an additional 2' is added to the width of the sidewalk or the perimeter buffer to total 7' as set forth in UDC [11-3C-5B.4](#). **The site plan submitted with the Certificate of Zoning Compliance application should depict dimensions that demonstrate compliance with these standards.**

Landscaping: Parking lot landscaping is required to be provided in accord with the standards listed in UDC [11-3B-8C](#); the landscape plan submitted with the Certificate of Zoning Compliance application should comply with these standards.

Landscaping is required to be provided along all pathways in accord with the standards listed in UDC [11-3B-12C](#).

Outdoor Lighting (UDC [11-3A-11](#)): All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C. Light fixtures that have a maximum output of 1,800 lumens or more are required to have an opaque top to prevent up-lighting; the bulb shall not be visible and shall have a full cutoff shield in accord with Figure 1 in UDC 11-3A-11C. **Details of the site lighting demonstrating compliance with these standards should be submitted with the Certificate of Zoning Compliance application.**

Outdoor Service & Equipment Areas (UDC [11-3A-12](#)): Outdoor utility meters, HVAC equipment, trash dumpsters, trash compaction and other service functions should be incorporated into the overall design of buildings and landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets. Safe access and adequate lighting should be provided in these areas. **The site plan submitted with the Certificate of Zoning Compliance application should demonstrate compliance with these standards.**

Building Elevations: Conceptual building elevations of the proposed 2-story church structure are included in Section VIII.G. Building materials consist of a mix of stucco, vertical rough sawn NICHIIHA architectural wall panels and corrugated painted metal panels in horizontal orientation. These elevations have not been reviewed for compliance with the design standards in the Architectural Standards Manual and are not approved with this application. Review will take place with submittal of a design review application with a Certificate of Zoning Compliance application prior to submittal of a building permit application.

Certificate of Zoning Compliance (CZC): A CZC application is required to be submitted and approved for the proposed church prior to submittal of a building permit application.

Design Review: A Design Review application should be submitted concurrently with the CZC application for approval of the design of the proposed structure. Compliance with the design standards in the [Architectural Standards Manual](#) is required.

VI. DECISION

A. Staff:

Staff recommends approval of the proposed DA modification, rezone, preliminary plat and CUP with the provisions in Section IX in accord with the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on February 1, 2024. At the public hearing, the Commission moved to recommend approval of the subject RZ, PP and CUP requests.

1. Summary of Commission public hearing:

- a. In favor: John Rennison, Rennison Design (Applicant's Representative)
- b. In opposition: None
- c. Commenting: None

- d. Written testimony: John Rennison, Rennison Design (Applicant's Representative)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: Bill Parsons
- 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. The Applicant requests a waiver to UDC 11-3A-3A.1 to allow two (2) access drives via S. Oak Briar Way, a collector street, on Lot 1, Block 1.
 - b. The Applicant requests deferral of several improvements typically required with a subdivision, until such time as Lot 3, Block 1 & Lot 1, Block 2 is re-subdivided in the future, as follows: street buffer landscaping & 10' wide sidewalk along Amity Rd. west of the collector street; the 10' wide multi-use pathway along the Calkins Lateral; open space & site amenities for the residential development; piping or improving the laterals that cross this site as a water amenity or linear open space; and closing of the existing farm access and irrigation district accesses via Amity Rd. *If Council does not approve the request, the Applicant proposes to phase the development to defer these improvements.*
 - b. If Council does *not* require a local street to be provided between Lots 1 and 2, Block 1, Staff recommends a new preliminary plat condition is added for the plat to be amended to include a "flag" out to the future cul-de-sac on the east side of Lot 2, Block 1 as shown on the conceptual development plan and condition #2.1g requiring such is removed.

C. The Meridian City Council heard these items on March 12, 2024. At the public hearing, the Council moved to approve the subject MDA, RZ, PP and CUP requests.

- 1. Summary of the City Council public hearing:
 - a. In favor: John Rennison, Rennison Engineering; Doug Connelly, Stonehill Church
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Council preferred the local street access proposed by the Applicant via the collector street (over the direct access to the collector street) due to the increased connectivity within the development and was in support of one (1) driveway access via the collector street for the church; and
 - b. Council supported the request for deferral of certain improvements associated with the preliminary plat as noted.
- 4. City Council change(s) to Commission recommendation:
 - a. Council required the construction of a local street between Lots 1 and 2, Block 1 as proposed by the Applicant for access to the church and existing home as shown in the exhibit in Section VII.D; and

- b. Council approved a waiver to UDC 11-3A-3A.1 for one (1) direct access via the collector street on Lot 1, Block 1 for the church.

VII. EXHIBITS

- A. Legal Descriptions & Exhibit Maps for Rezone & New Development Agreement – REVISED

Rezone:

Description for
R-8 Zone
Stonehill Crossing Subdivision
September 20, 2023

A portion of the North 1/2 of Section 36, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 36 from which the Northwest corner of said Section 36 bears North 89°32'29" West, 2,650.91 feet; thence on the north line of said Section 36, South 89°04'30" East, 38.65 feet to the **POINT OF BEGINNING**:

thence continuing, South 89°04'30" East, 478.26 feet;

thence leaving said north line, South 00°55'30" West, 25.00 feet;

thence South 45°31'08" East, 432.13 feet;

thence South 26°33'19" East, 374.29 feet;

thence 110.35 feet on the arc of a curve to the left having a radius of 165.50 feet, a central angle of 38°12'15", and a long chord which bears South 52°52'14" West, 108.32 feet;

thence South 33°46'07" West, 11.67 feet;

thence North 89°04'30" West, 942.31 feet;

thence North 00°32'48" East, 50.50 feet;

thence 245.16 feet on the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 17°33'29", and a long chord which bears North 09°19'32" East, 244.20 feet;

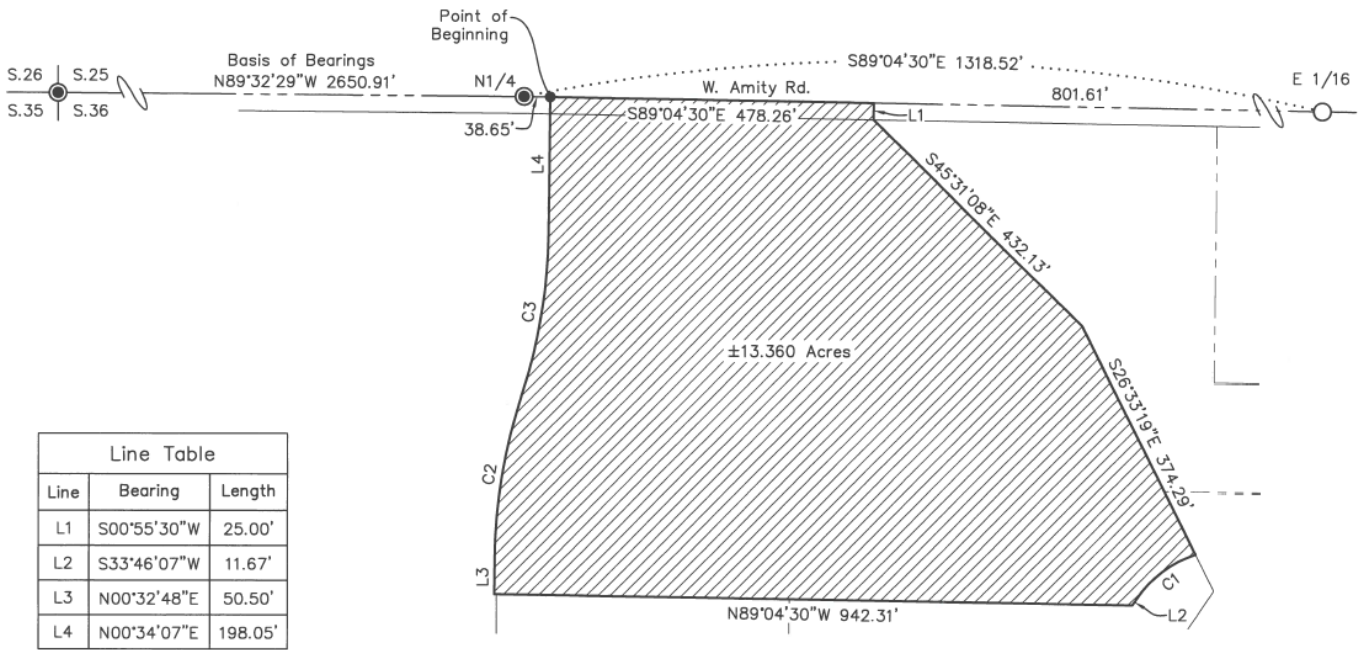
thence 244.85 feet on the arc of a curve to the left, having a radius of 800.00 feet, a central angle of 17°32'10", and a long chord which bears North 09°20'12" East, 243.89 feet;

thence North 00°34'07" East, 198.05 feet to the **POINT OF BEGINNING**.

Containing 13.360 acres, more or less.

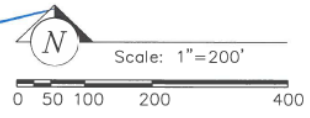
End of Description.





Line Table		
Line	Bearing	Length
L1	S00°55'30"W	25.00'
L2	S33°46'07"W	11.67'
L3	N00°32'48"E	50.50'
L4	N00°34'07"E	198.05'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	110.35'	165.50'	38°12'15"	S52°52'14"W	108.32'
C2	245.16'	800.00'	17°33'29"	N09°19'32"E	244.20'
C3	244.85'	800.00'	17°32'10"	N09°20'12"E	243.89'



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ISG IDAHO SURVEY GROUP, LLC

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

Exhibit Drawing for
R-8 Zone
Stonehill Crossing Subdivision

A portion of the N1/2 of Section 36, T.3N., R.1W., B.M.,
City Of Meridian, Ada County, Idaho.

Job No. 22-039
Sheet No. 1
Dwg. Date 9/20/2023

New Development Agreement:

Description for
Development Agreement Modification
September 20, 2023

A portion of the North 1/2 of Section 36, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 36 from which the Northwest corner of said Section 36 bears North 89°32'29" West, 2,650.91 feet; thence on the north line of said Section 36, South 89°04'30" East, 38.65 feet; thence leaving said north line, South 00°34'07" West, 25.00 feet to the south right-of-way line of W. Amity Road and the **POINT OF BEGINNING**:

thence on said south right-of-way line, South 89°04'30" East, 478.11 feet;

thence leaving said south right-of-way line, South 45°31'08" East, 432.13 feet;

thence South 26°33'19" East, 374.29 feet;

thence 110.35 feet on the arc of a curve to the left, having a radius of 165.50 feet, a central angle of 38°12'15", and a long chord which bears South 52°52'14" West, 108.32 feet;

thence South 33°46'07" West, 11.67 feet;

thence North 89°04'30" West, 942.31 feet;

thence North 00°32'48" East, 50.50 feet;

thence 245.16 feet on the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 17°33'29", and a long chord which bears North 09°19'32" East, 244.20 feet;

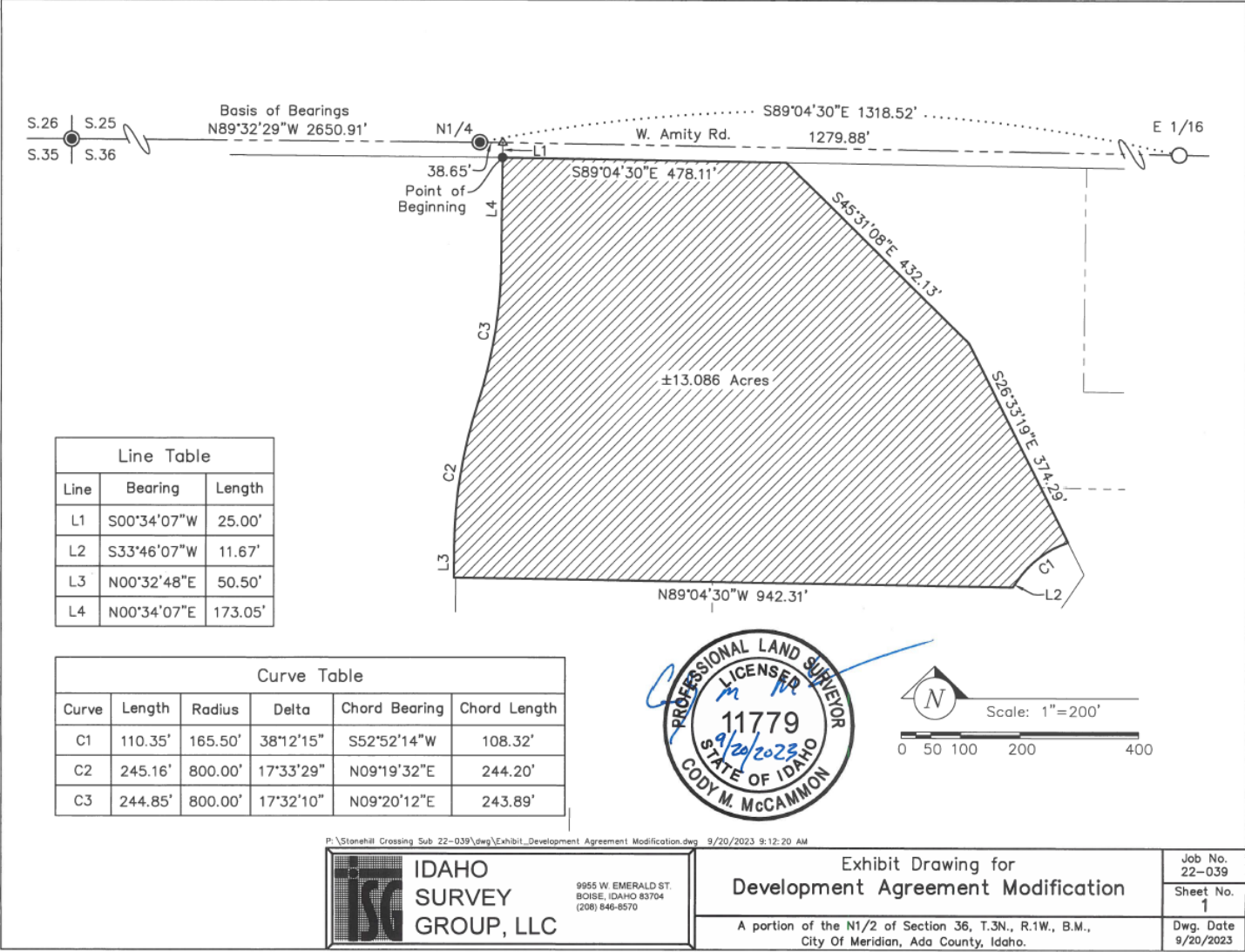
thence 244.85 feet on the arc of a curve to the left, having a radius of 800.00 feet, a central angle of 17°32'10", and a long chord which bears North 09°20'12" East, 243.89 feet;

thence North 00°34'07" East, 173.05 feet to the **POINT OF BEGINNING**.

Containing 13.086 acres, more or less.

End of Description.





Line Table		
Line	Bearing	Length
L1	S00°34'07"W	25.00'
L2	S33°46'07"W	11.67'
L3	N00°32'48"E	50.50'
L4	N00°34'07"E	173.05'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	110.35'	165.50'	38°12'15"	S52°52'14"W	108.32'
C2	245.16'	800.00'	17°33'29"	N09°19'32"E	244.20'
C3	244.85'	800.00'	17°32'10"	N09°20'12"E	243.89'

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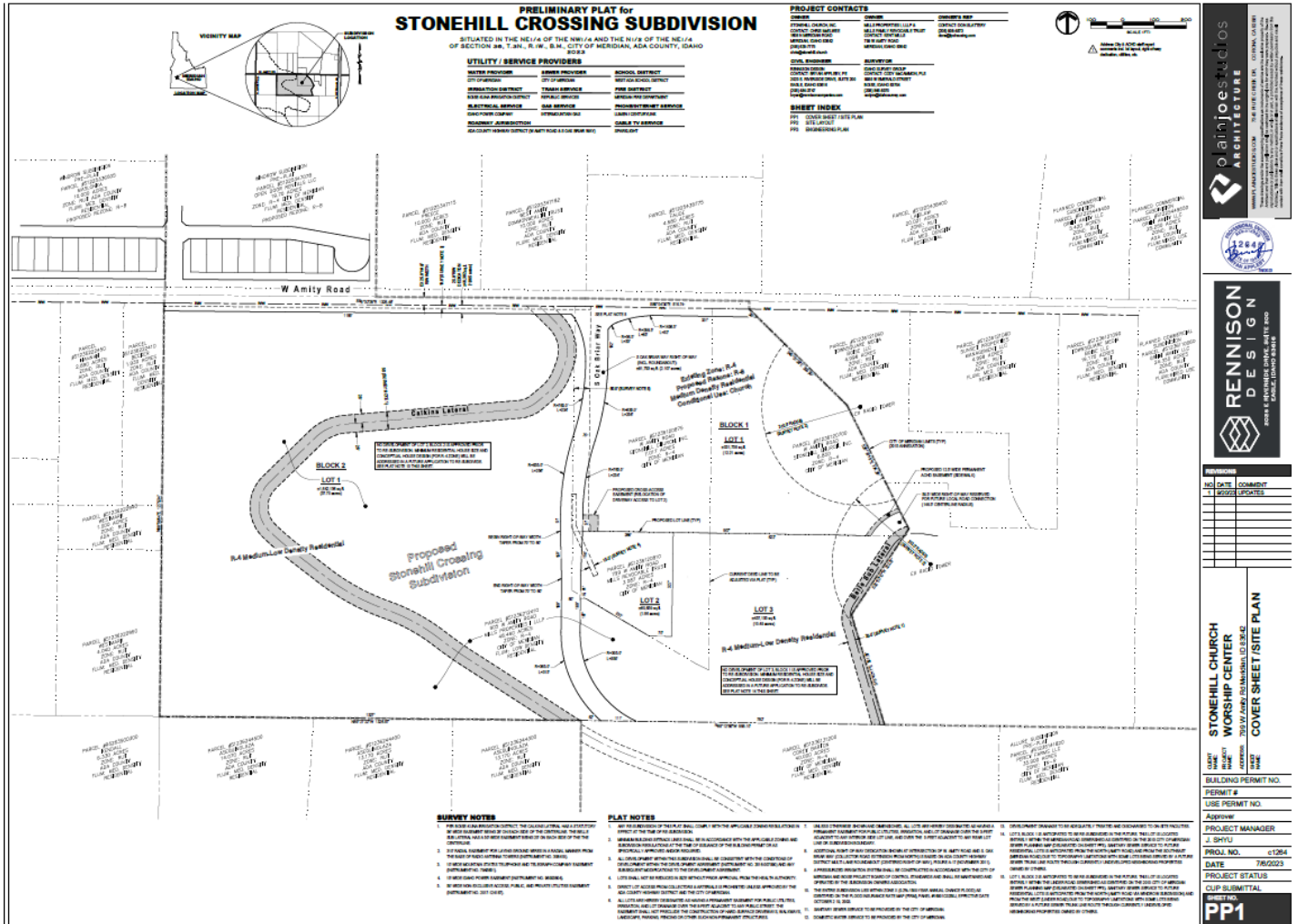
ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit Drawing for
Development Agreement Modification

A portion of the N1/2 of Section 36, T.3N., R.1W., B.M.,
 City Of Meridian, Ada County, Idaho.

Job No. 22-039
Sheet No. 1
Dwg. Date 9/20/2023

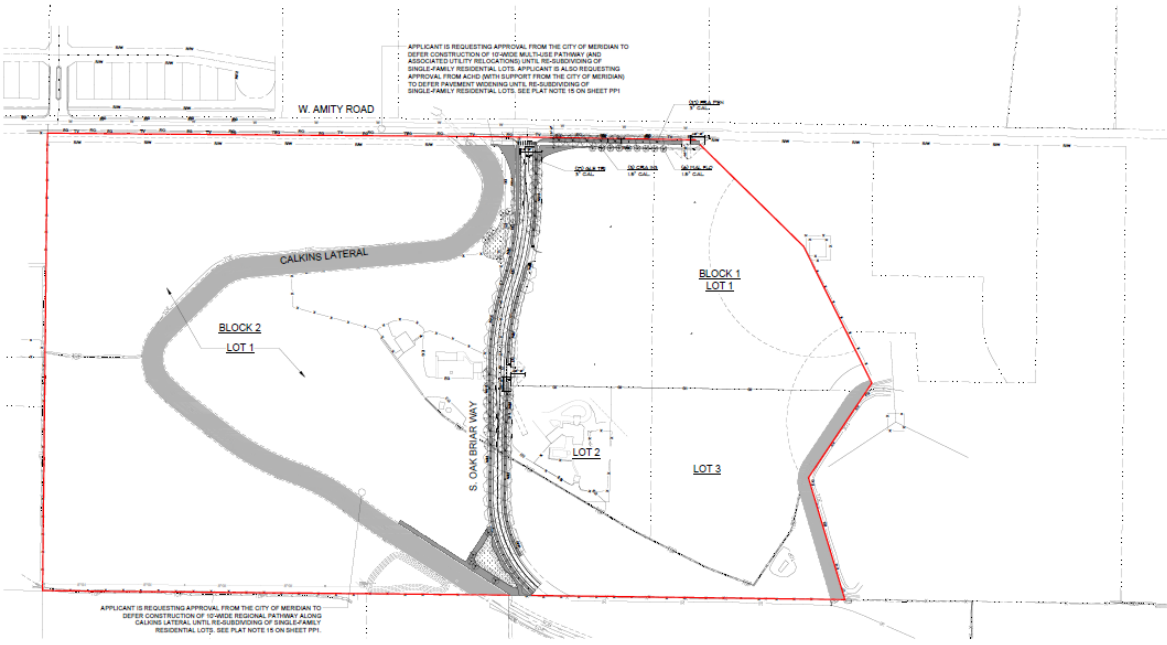
B. Preliminary Plat (dated: 7/6/23) & Roundabout Exhibit



STONEHILL CROSSING SUBDIVISION



STONEHILL CHURCH
WORSHIP CENTER
LANDSCAPE ARCHITECTURE
1200 W. AMITY ROAD
MARIETTA, GA 30067
PHONE: 770-429-1111
WWW.STONEHILLCHURCH.COM

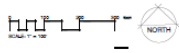


NO.	DATE	COMMENT

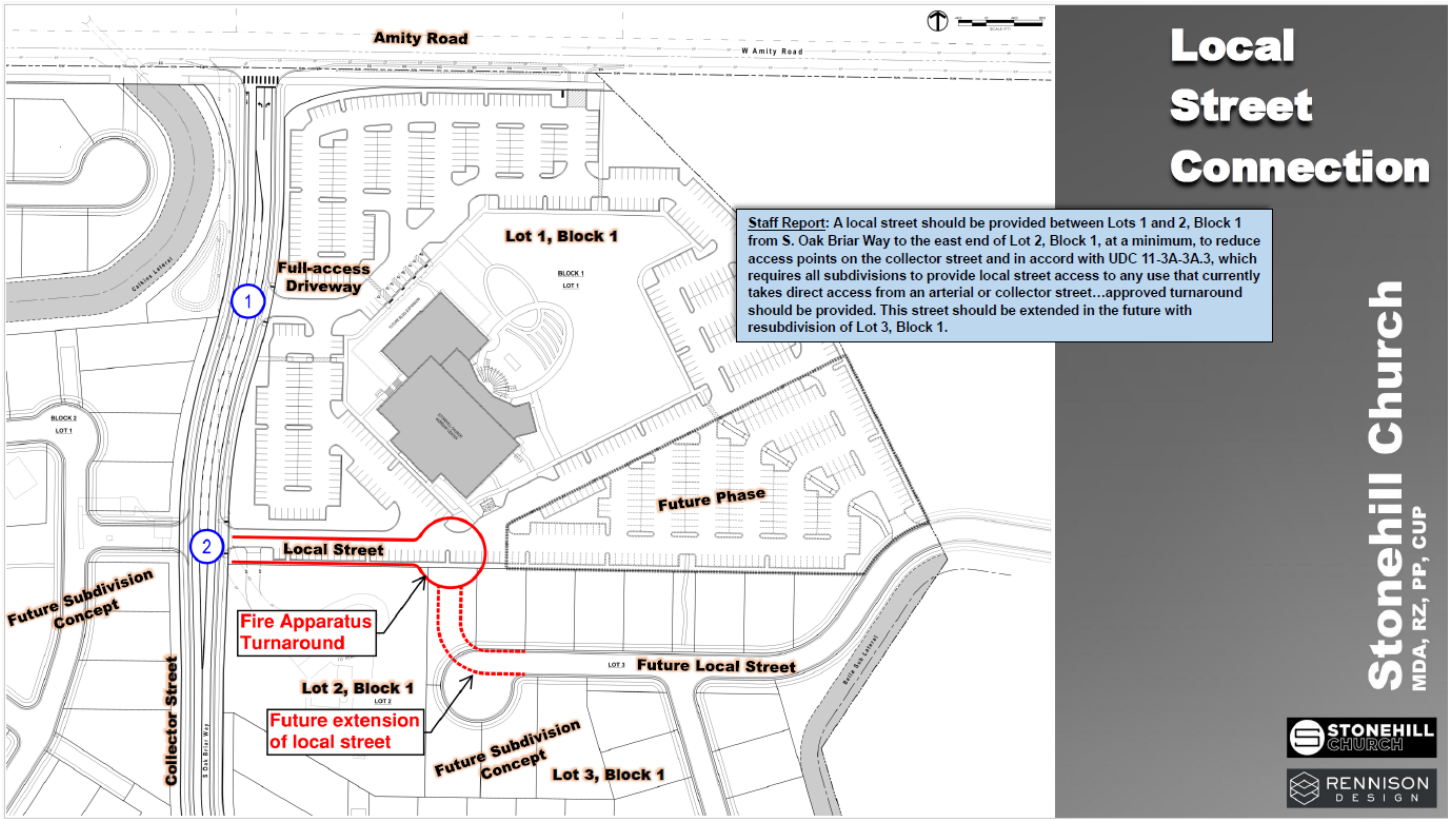
**STONEHILL CHURCH
WORSHIP CENTER
LANDSCAPE MASTER PLAN**

DATE: 3/25/2023
PROJECT NO.: 11254
SHEET NO.: L1.2

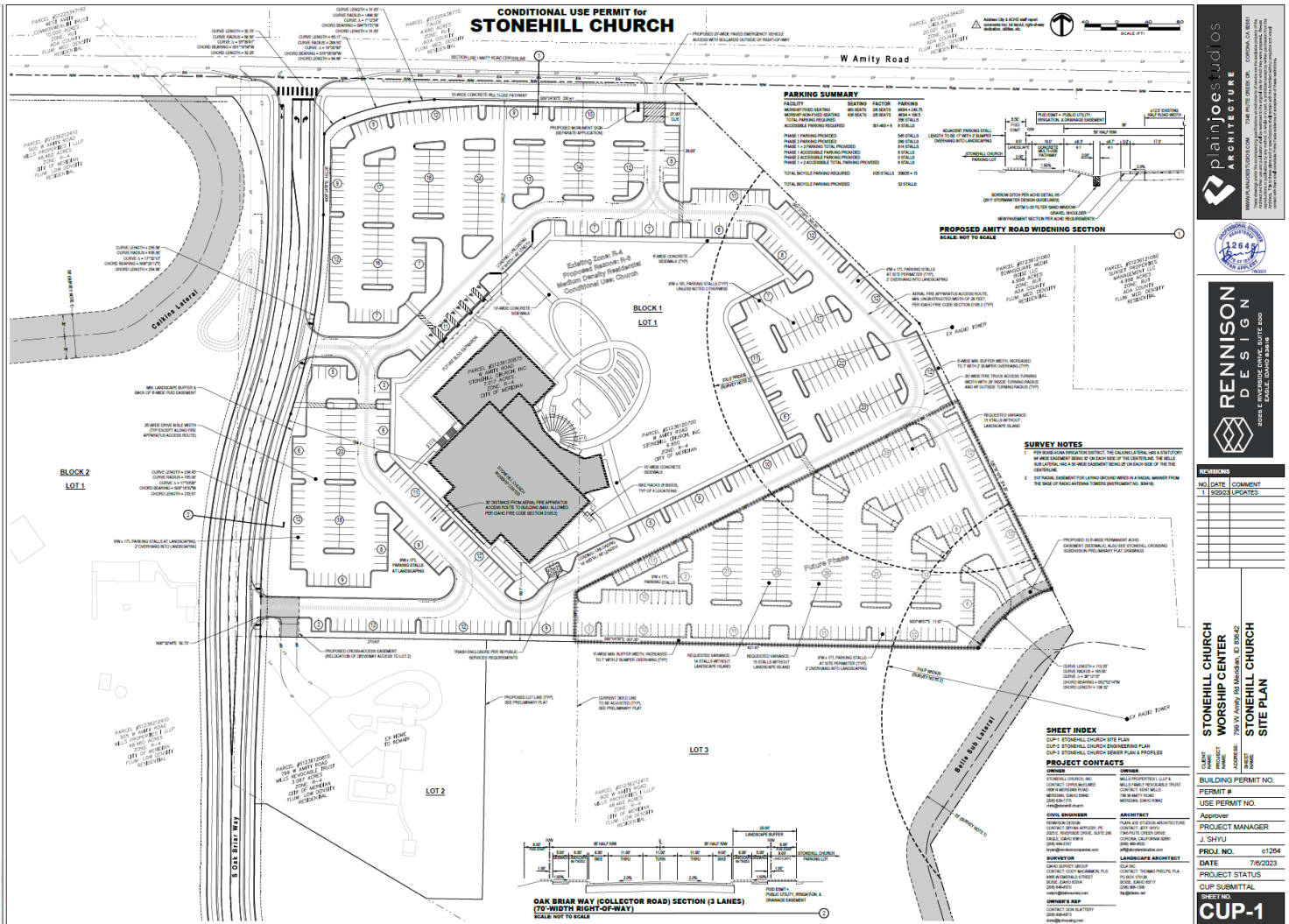
BUILDING PERMIT NO. _____
PERMIT # _____
USE PERMIT NO. _____
APPROVER: _____
PROJECT MANAGER: _____
C. SMITH
DATE: 3/25/2023
PROJECT STATUS: CUP SUBMITTAL
SHEET NO.: L1.2



D. Conceptual Development Plan for Future Resubdivision of Lot 3, Block 1 & Lot 1, Block 2 - REVISED



E. Conditional Use Permit – Site Plan & Phasing Plan (dated: 7/6/2023 09/20/23) - REVISED



plainjoes studios ARCHITECTURE

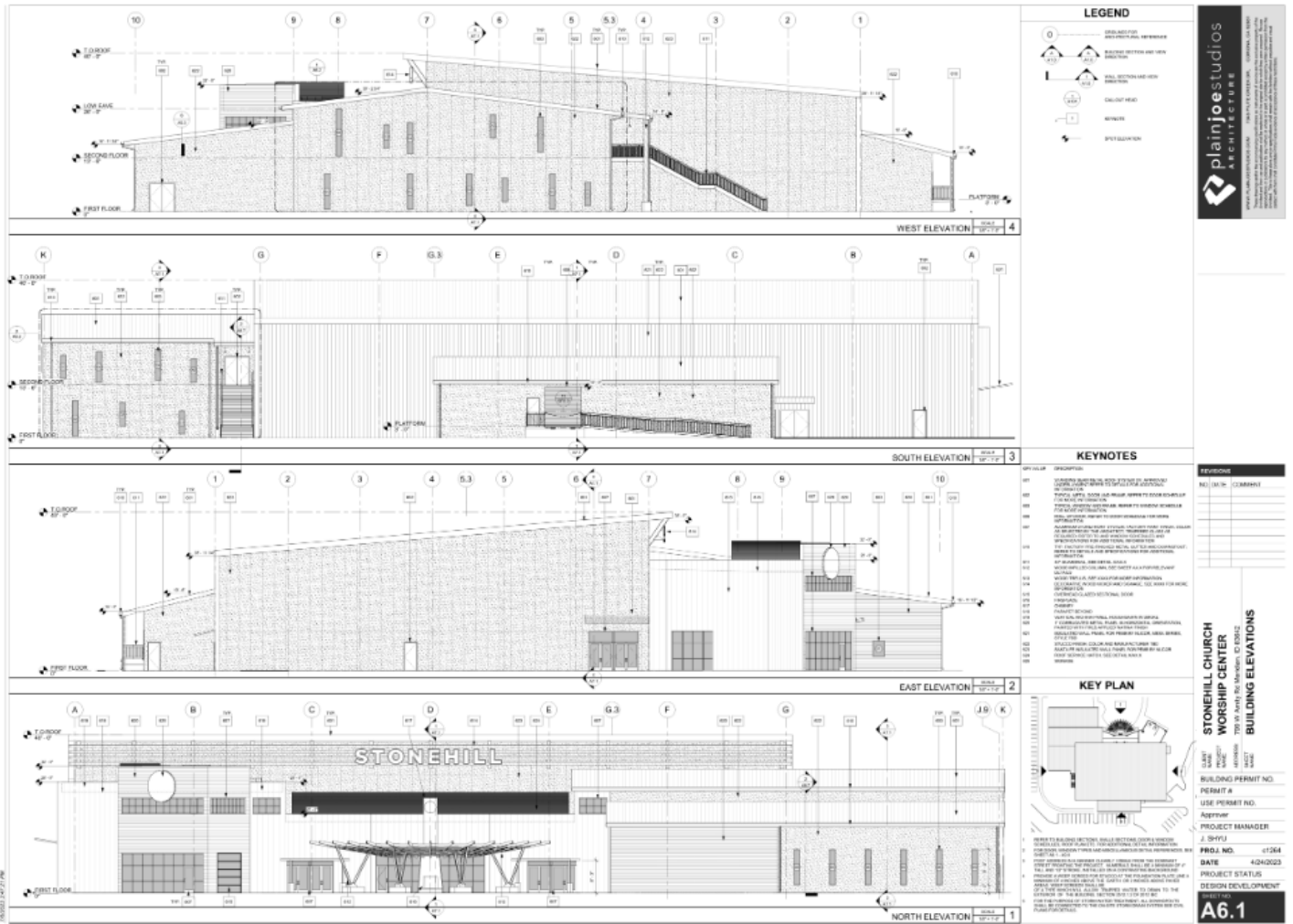
RENNISON DESIGN

STONEHILL CHURCH WORSHIP CENTER

STONEHILL CHURCH SITE PLAN

CUP-1

G. Conditional Use Permit – Conceptual Building Elevations (dated: 4/24/23)



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Development Agreement Modification

- 1.1 The amended DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council approval of the Findings. The DA shall, at minimum, incorporate the following provisions:
- a. Future development of this site shall be generally consistent with the site plan and conceptual building elevations included in Section VII and the provisions contained herein that are applicable to Lot 1, Block 1, Stonehill Crossing Subdivision.
 - b. The future use of this site is limited to a church or place of religious worship and associated accessory uses as allowed by UDC [11-4-3-6](#). Any change to the use shall require a modification to the agreement.
 - c. The new north/south residential collector street (S. Oak Briar Way) shall be constructed in its entirety prior to issuance of Certificate of Occupancy for the church.
 - d. The final plat in which the subject property lies shall be recorded prior to issuance of Certificate of Occupancy for the proposed church.

2. Preliminary Plat

- 2.1 The final plat shall include the following revisions:
- a. Depict a minimum 25-foot wide street buffer along W. Amity Rd., an arterial street, in a common lot or a permanent dedicated buffer easement maintained by the property owner in accord with UDC [11-3B-7C.2a](#). The buffer shall be measured from the ultimate curb location as anticipated by ACHD.
 - b. Depict a minimum 20-foot wide street buffer along both sides of S. Oak Briar Way, a collector street, measured from back of curb, in a common lot or a permanent dedicated buffer easement maintained by the property owner or homeowner's association in accord with UDC [11-3B-7C.2a](#).
 - c. Depict a temporary cul-de-sac at the south end of the collector street (S. Oak Briar Way) with a minimum turning radius of 50' as required by ACHD.
 - d. Graphically depict a 14' wide public pedestrian easement along the Calkins Lateral on Lot 1, Block 2 and include the recorded instrument number of the easement.
 - e. Include a note stating direct lot access via W. Amity Rd. is prohibited except for the existing driveways on Lot 1, Block 2 for farm and irrigation access and the emergency only access on Lot 1, Block 1 (unless otherwise restricted by ACHD).
 - f. Include a note stating direct lot access via S. Oak Briar Way is prohibited except for a temporary access for the existing home on Lot 1, Block 2, which shall be removed upon resubdivision of that lot in the future; and one (1) driveway access for the church on Lot 1, Block 1. At that time, access shall be provided from an internal local street if the home remains on a lot in the subdivision. The location of ~~this~~ these accesses (curb cuts) shall be depicted on the plat.
 - g. Depict a local street off S. Oak Briar Way between Lots 1 and 2, Block 1 for local street access to these lots in accord with UDC 11-3A-3. This street shall extend at a minimum, to the east boundary of Lot 2, Block 1 and shall be extended with future resubdivision of Lot 3, Block 1 in

the future. A turnaround shall be provided at the end of the street that meets ACHD and Fire Dept. standards.

- h. All sidewalks and parkways shall comply with the standards listed in UDC [11-3A-17](#).
- 2.2 The landscape plan submitted with the final plat shall include the following revisions:
 - a. Depict landscaping within the 20' wide street buffer along S. Oak Briar Way; and within the 25-foot wide street buffer along W. Amity Rd. on Lot 1, Block 1 in accord with the standards listed in UDC [11-3B-7C.3](#). *The street buffer along Amity Rd. on Lot 1, Block 2 is deferred until future resubdivision of that lot.*
 - b. Include a calculations table that demonstrates compliance with the aforementioned street buffer requirements, including required vs. provided number of trees, percentages and tree classifications.
 - c. Landscaping shall be depicted in parkways in accord with the standards listed in UDC [11-3A-17E](#).
 - 2.3 All existing structures that do not comply with the setbacks of the R-4 zoning district in UDC [Table 11-2A-5](#) shall be removed from the site prior to submittal of the final plat for City Engineer signature.
 - 2.4 Comply with the subdivision design and improvement standards listed in UDC [11-6C-3](#).
 - 2.5 The existing homes on Lot 2, Block 1 and Lot 1, Block 2 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](#).
 - 2.6 The addresses of the existing homes shall change with recordation of the subdivision.
 - 2.7 No building permits shall be issued on Lot 3, Block 1 until this lot is resubdivided in the future; and no building permits shall be issued on Lot 1, Block 2 except for accessory structures associated with the primary residence.
 - 2.8 A 14-foot wide public access easement shall be submitted to the City and depicted on the plat for the 10' wide multi-use pathway along the east side of the Calkins Lateral (10' for the pathway + 2' shoulder each side). *If permission can be obtained from the Irrigation District, the pathway may be located with their easement; if not, the pathway shall be located in a separate linear lot outside of the irrigation easement behind the future rear residential lot lines.*
 - 2.9 Underground pressurized irrigation water shall be provided to Lots 1 and 2, Block 1 and the existing home on Lot 1, Block 2 with development of the subdivision as set forth in UDC [11-3A-15](#); underground pressurized irrigation is *not* required to be provided to Lot 3, Block 1 until resubdivision of this lot occurs in the future.
 - 2.10 Connection to City water and sewer services is required for the proposed church on Lot 1, Block 1 and the existing homes on Lot 2, Block 1 and Lot 1, Block 2 in accord with UDC [11-3A-21](#); services are not required to be provided to Lot 3, Block 1 until resubdivision of this lot occurs in the future.
 - 2.11 The frontage improvements along Amity Rd. on Lot 1, Block 2 (i.e. pavement widening, borrow ditch/drainage improvements, 10' wide multi-use pathway, street buffer landscaping and associated overhead and underground utility relocations is deferred until resubdivision of this lot in the future. *(Note: ACHD will require a formal request for a waiver of policy and written support from the City to defer the road widening and sidewalk until future resubdivision of this lot.)*
 - 2.12 The piping of the Calkins Lateral and the Belle Sub Lateral, which lie on Lot 1, Block 2 and Lot 3, Block 1, respectively, is deferred until resubdivision of these lots in the future.

- 2.13 The two (2) driveways on Lot 1, Block 2 via Amity Rd., used for farm and irrigation access, may remain until resubdivision of this lot in the future unless otherwise required by ACHD to be closed; access will be evaluated at that time.
- 2.14 Construction of the 10' wide multi-use pathway required along the east side of the Calkins Lateral on Lot 1, Block 2 per the Pathways Master Plan is deferred until resubdivision of this lot in the future.
- 2.15 A sign shall be erected at the terminus of the collector stub street (S. Oak Briar Way) that states the street will be extended and widened in the future as required by ACHD.
- 2.16 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.

3. Conditional Use Permit

- 3.1 The site plan and landscape plan submitted with the Certificate of Zoning Compliance application shall be revised as follows:
 - a. All outdoor utility meters, HVAC equipment, trash dumpsters, trash compaction and other service functions shall be incorporated into the overall design of buildings and landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets as set forth in UDC [11-3A-12](#). Safe access and adequate lighting should be provided in these areas.
 - b. The pedestrian walkways from the perimeter sidewalks along W. Amity Rd. and S. Oak Briar Way to the main building entrance shall be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks as set forth in [11-3A-19B.4](#).
 - c. Depict pedestrian pathway connections from the church site to future abutting residential uses to the east and south for interconnectivity; landscaping shall be depicted along all pathways in accord with the standards listed in UDC [11-3B-12C](#).
 - d. Depict minimum 5' wide walkways in parking areas for any aisle length that is greater than 150 parking spaces or 200' away from the primary building entrance(s) in accord with UDC [11-3A-19B.4c](#).
 - e. Depict bollards with a chain and a Knox padlock as required by the Fire Dept. across the emergency access driveway via Amity Rd. on Lot 1, Block 1 to prohibit public access.
 - f. Depict dimensions for parking stalls and drive aisles that comply with the dimensions noted in UDC [Table 11-3C-5](#). Where parking spaces abut a sidewalk or a perimeter landscape buffer, wheel stops should be provided in parking stalls to prevent vehicle overhang; *or*, the length of the parking stalls may be reduced 2' if an additional 2' is added to the width of the sidewalk or the perimeter buffer to total 7' as set forth in UDC [11-3C-5B.4](#).
 - g. Depict landscaping in the parking lot in accord with the standards listed in UDC [11-3B-8C](#).
 - h. Remove the southern driveway via the collector street and depict access to the local street between Lots 1 and 2, Block 1; reconfigure the drives and parking accordingly.

- 3.2 Compliance with the standards listed in UDC [11-4-3-6](#) Church or Place of Religious Worship is required.
- 3.3 Direct access via W. Amity Road is prohibited except for emergency only access on Lot 1, Block 1 and the existing farm access at the west boundary of the site and the irrigation district access along the Calkins Lateral on Lot 1, Block 2, unless otherwise approved by City Council.
- 3.4 Future development of this site shall comply with the dimensional standards of the R-8 zoning district in UDC [Table 11-2A-6](#).
- 3.5 Details of the lighting proposed on the site shall be submitted that demonstrate compliance with the standards listed in UDC [11-3A-11](#).
- 3.6 A Certificate of Zoning Compliance (CZC) application shall be submitted and approved for the proposed church use and site layout prior to submittal of a building permit application.
- 3.7 A Design Review application shall be submitted concurrently with the CZC application and approved for the proposed structure prior to submittal of a building permit application. The design of the proposed structure shall comply with the standards listed in the Architectural Standards Manual.
- 3.8 The conditional use permit is 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 as set forth in UDC [11-5B-6](#). A time extension may be requested as set forth in UDC 11-5B-6F.

B. PUBLIC WORKS DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=316105&dbid=0&repo=MeridianCity>

C. MERIDIAN FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=316107&dbid=0&repo=MeridianCity>

D. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=324861&dbid=0&repo=MeridianCity>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=317458&dbid=0&repo=MeridianCity>

F. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=329876&dbid=0&repo=MeridianCity>

G. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=316108&dbid=0&repo=MeridianCity>

H. BOISE PROJECT BOARD OF CONTROL

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=324823&dbid=0&repo=MeridianCity>

I. ADA COUNTY HIGHWAY DISTRICT (ACHD) – Revised

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=335356&dbid=0&repo=MeridianCity>

IX. 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;

The City Council finds the Applicant's request to rezone a portion of the subject property to the R-8 zoning district for the development of a church 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;

The City Council finds the proposed map amendment to the R-8 zoning district will allow the proposed church as a conditional use.

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

The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed church use should be compatible with adjacent existing and future 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

The City Council finds City services are available to be provided to this development and the proposed church use will not impact the school district.

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

This finding is not applicable as the request is for a rezone, not annexation.

B. Conditional Use Permit (UDC 11-5B-6E)

The Commission shall base its determination on the Conditional Use Permit requests upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

The City Council finds Lot 1, Block 1 where the church is proposed will be large enough to accommodate the proposed use and dimensional and development regulations of the R-8 zoning district (see Analysis, Section V for more information).

2. That the proposed use will be harmonious with the Meridian Comprehensive Plan and in accord with the requirements of this Title.

The City Council finds that the proposed church use will be harmonious with the Comprehensive Plan as noted in Section V and is allowed as a conditional use in UDC Table 11-2A-2 in the R-8 zoning district.

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

The City Council finds the proposed design of the development, construction, operation and maintenance of the church should be compatible with existing and future residential uses in the general vicinity and that such use should not adversely change the character of the area. The proposed church should provide more options for public worship for area residents in this area of the City.

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

The City Council finds that if the applicant complies with the conditions outlined in this report, the proposed use will not adversely affect other property in the area.

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

The City Council finds that essential public services are available to this property and that the use will be adequately served by these facilities. Police and Fire currently provides service to this property.

C. 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)

The City Council 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;

The City Council finds public services are currently provided and/or 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;

The City Council 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;

The City Council 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

The City Council 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)

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



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Ultra Clean Franklin (H-2023-0064) by KM Engineering, LLP., located at 3070 E. Franklin Rd.

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



In the Matter of the Request for Request for a New Development Agreement with a Modification to the Terms of the Agreement Required with the Annexation Ordinance (#737 Haskin Green), by KM Engineering.

Case No(s). H-2023-0064

For the City Council Hearing Date of: March 12, 2024 (Findings on March 26, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 12, 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 March 12, 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 a modification to the development agreement is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 12, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 March 12, 2024

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

COUNCIL PRESIDENT JOE BORTON VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert Simison

Attest:

Chris Johnson
City Clerk

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

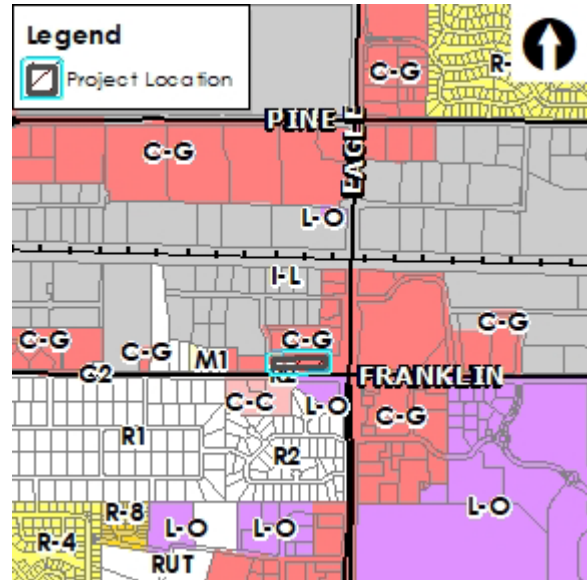
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: March 12, 2024
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: [H-2023-0064](#)
 Ultra Clean Franklin – MDA
 LOCATION: 3070 E. Franklin Rd., in the SE 1/4 of Section 8, T.3N., R.1E. (Parcel #S1108449810)



I. PROJECT DESCRIPTION

Request for a new development agreement with a modification to the terms of the agreement required with the annexation ordinance (#737 Haskin Green).

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.01-acres
Future Land Use Designation	Commercial
Existing Land Use	Vacant/undeveloped
Proposed Land Use(s)	Vehicle washing facility
Current Zoning	C-G (General Retail & Service Commercial)
Proposed Zoning	NA
Physical Features (waterways, hazards, flood plain, hillside)	The land slopes down significantly to the north.
Neighborhood meeting date	11/20/23
History (previous approvals)	Ord. #737 Haskin Green; PBA-2021-0016 (ROS #13121)

III. APPLICANT INFORMATION

A. Applicant:

Stephanie Hopkins, KM Engineering, LLP – 5725 N. Discovery Way, Boise, ID 83713

B. Owner:

WWOZ Boise Meridian, LLC – 3070 E. Franklin Rd., Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	City Council Posting Date
Newspaper notification published in newspaper	2/25/2024
Radius notification mailed to property owners within 300 feet	2/24/2024
Public hearing notice sign posted on site	2/23/2024
Nextdoor posting	2/26/2024

V. STAFF ANALYSIS

The Annexation Ordinance ([#737](#)) approved for the property in 1996, requires the property owner to enter into a Development Agreement (DA) with the City prior to issuance of a building permit or plat approval, whichever occurs first. The ordinance includes requirements for inclusion in the future DA and compliance with the [Findings](#) associated with the annexation. *See DA requirements in Section VII.A below.*

No development has occurred on the property and the property has changed ownership since it was annexed. The original plan was to subdivide the property for individual building sites but that plan never came to fruition. The new owner would like to develop the property with a vehicle washing facility. Because there are many outdated requirements for the DA and references to City Code that are no longer in effect, Staff recommends new provisions with this application that are applicable to the proposed development, which will replace the original ones. The Applicant’s [narrative](#) provides a response to the existing requirements.

A conceptual development plan was submitted, included in Section VII.B, that shows how the site is proposed to develop with a vehicle washing facility. Future development is required to comply with the dimensional standards for the C-G district listed in UDC [Table 11-2B-3](#).

The property is currently zoned C-G (General Retail and Service Commercial), which allows a vehicle washing facility as a principal permitted use, subject to the specific use standards listed in UDC [11-4-3-39](#), as follows:

- A. A site plan shall be submitted that demonstrates safe pedestrian and vehicular access and circulation on the site and between adjacent properties. At a minimum, the plan shall demonstrate compliance with the following standards:
 1. Stacking lanes shall have sufficient capacity to prevent obstruction of the public right-of-way by patrons. *Three (3) stacking lanes are proposed, which should provide sufficient capacity to prevent obstruction of the public right-of-way.*
 2. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking. *Vehicles stack in the drive leading into the carwash on the south side of the building, which is a separate drive than the one on the north side of the building that exits the carwash with access to parking for use of the vacuums.*

3. The stacking lane shall not be located within ten (10) feet of any residential district or existing residence. *There are no residential districts or existing residences within 10 feet of the stacking lanes.*
 4. A letter from the transportation authority indicating the site plan is in compliance with the highway district standards and policies shall be required. *This will be required with the Certificate of Zoning Compliance application.*
- B. Within the industrial districts, a vehicle washing facility shall be allowed only as an accessory use to a gasoline or diesel fuel sales facility for use by non-passenger vehicles. The vehicle washing facility shall be limited in capacity to a single vehicle. The intent is to discourage facilities that cater to passenger vehicles. *Not applicable (this property is in a commercial district).*
- C. Any use that is not fully enclosed shall be located a minimum of one hundred (100) feet from any abutting residential district, and shall be limited in operating hours from 6:00 a.m. to 10:00 p.m. *There are no residential districts abutting this site; however, an extended stay hotel was recently constructed on the abutting property to the north. The Applicant states the proposed hours of operation are from 7:00 am to 9:00 pm. Staff recommends hours are restricted from 6:00 am to 10:00 pm to minimize any negative impacts to the adjacent hotel use.*
- D. If the use is unattended, the standards set forth in [section 11-3A-16](#) of this title shall also apply. *Not applicable (the use will be attended).*

Although residential uses do not abut this site, the extended stay hotel (Waterwalk) to the north will likely be impacted by the noise from the proposed carwash and vacuums. For this reason, Staff recommends the Applicant provide dense landscaping (i.e. a mix of evergreen and deciduous trees and shrubs) that allows trees to touch within five (5) years of planting along the northern boundary of the site. The Applicant states the type of vacuums planned to be installed come with mufflers, which should assist in reducing the noise impacts to adjacent properties. To ensure mufflers are provided, Staff recommends a provision in the DA requiring such.

Access is proposed via N. Olson Ave., a local street along the west side of the site; no access is proposed via E. Franklin Rd., a commercial arterial street, along the southern boundary of the site nor is it allowed. A cross-access easement (Inst. #[2021-105300](#)) was required to this property with the DA for Waterwalk (H-2019-0111, Inst. #[2020-011637](#)), the project to the north. However, there is a 9'3" fall in grade from the proposed driveway to the existing driveway and a significant cross-slope exists, which would make a shared access difficult (see grading exhibit in Section VIII.E below). For this reason, Staff and ACHD supports the proposed access via Olson and does not recommend the cross-access easement with the property to the north is utilized.

An attached sidewalk exists along E. Franklin Rd., which is proposed to be replaced with a detached sidewalk in accord with UDC [11-3A-17C](#). **Staff recommends a 10-foot wide detached sidewalk is installed on this property as well as off-site on the adjacent property to the east owned by ACHD if consent can be acquired from the property owner.**

The Snyder Lateral bisects the western portion of this site within a 40-foot wide NMID easement depicted on the site plan and is proposed to be piped in accord with UDC [11-3A-6B.2](#).

A 35-foot wide street buffer will be required along E. Franklin Rd., an entryway corridor (measured from ultimate back of curb location); and a 10-foot wide street buffer will be required along N. Olson Ave., a local street (measured from back of sidewalk), landscaped in accord with the standards listed in UDC [11-3B-7C](#), including enhanced landscape standards for entryway corridors. Internal parking lot and perimeter landscaping will be required per the standards listed in UDC [11-3B-8C](#).

Conceptual building elevations were submitted as shown in Section VII.D. Building materials consist of a mix of natural limestone and burnished CMU in neutral colors, and woodgrain printed metal cladding. Final

design is required to comply with the design standards in the Architectural Standards Manual.

A Certificate of Zoning Compliance and Design Review application will be required to ensure compliance with UDC standards and the design standards in the [Architectural Standards Manual](#) and must be approved prior to submittal of an application for a building permit.

The DA should include the provisions listed in Section VII.F below.

VI. DECISION

- A. Staff: Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant and as recommended by Staff.
- B. The Meridian City Council heard these items on March 12, 2024. At the public hearing, the Council moved to approve the subject MDA requests.
 1. Summary of the City Council public hearing:
 - a. In favor: Stephanie Hopkins, KM Engineering (Applicant’s Representative); Lori Billaugh
 - b. In opposition: None
 - c. Commenting: Lori Billaud, Kristy Inselman, ACHD
 - d. Written testimony: Stephanie Hopkins, KM Engineering (Applicant’s Representative) – in agreement with staff report
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: Bill Parsons
 2. Key issue(s) of public testimony:
 - a. Concern pertaining to the safety of a full access (i.e. left-in and left-out) to/from Olson Ave. on Franklin Rd.
 3. Key issue(s) of discussion by City Council:
 - a. The proximity of Olson Ave. to Eagle Rd. and the safety of a full access without restricted turning movements; and
 - b. Concern pertaining to the maintenance of the property at the corner of Eagle and Franklin owned by ACHD (or the lack thereof).
 4. City Council change(s) to Commission recommendation:
 - a. Council included a provision requiring the Applicant to check into the possibility of entering into a license agreement with ACHD for maintenance and/or improvements of/to the adjacent property to the east (see DA provision #F.8 in Section VII).

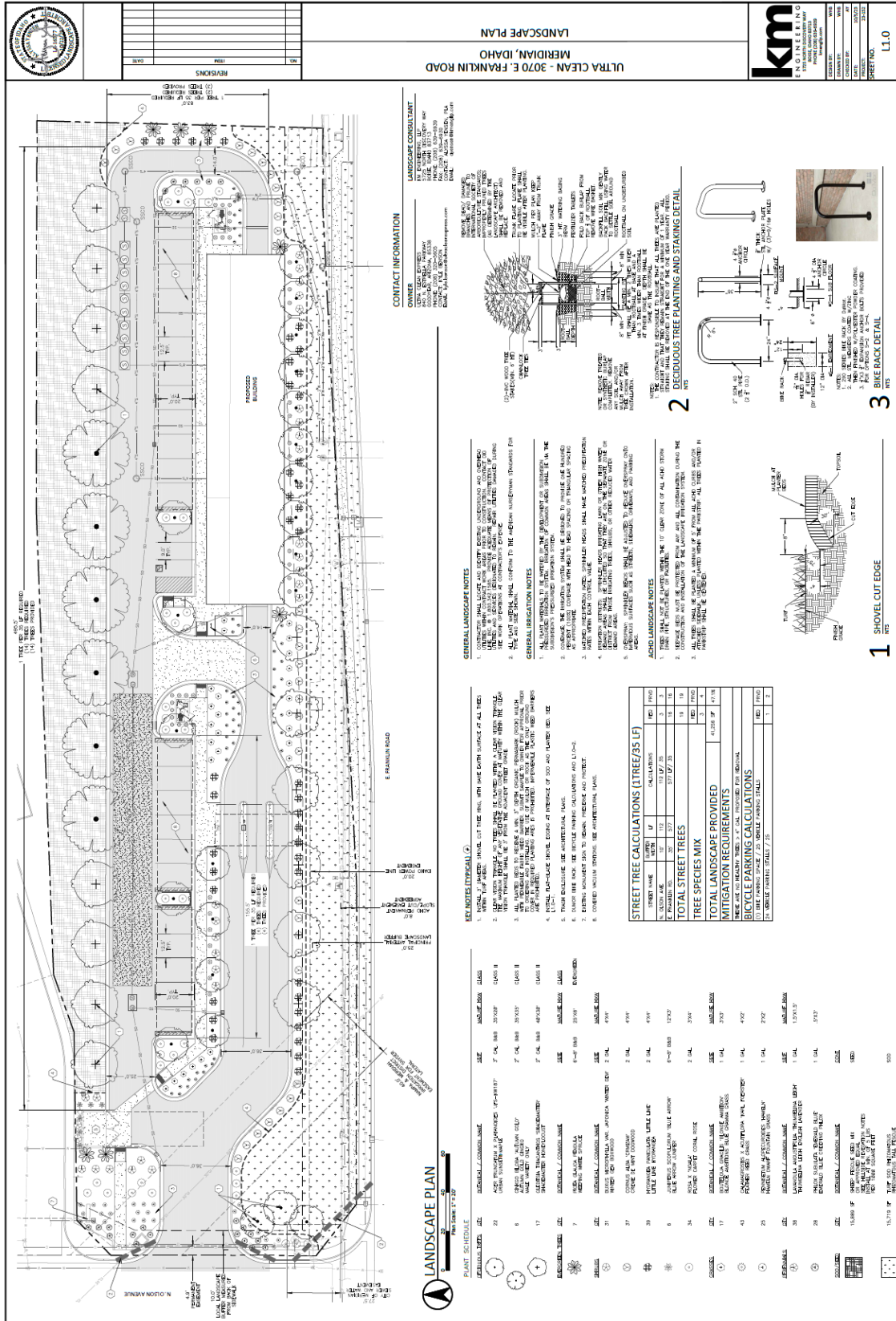
VII. EXHIBITS

A. Existing Requirements in Annexation Ordinance:

Section 2. That the property shall be subject to de-annexation if the owner shall not meet the following requirements:

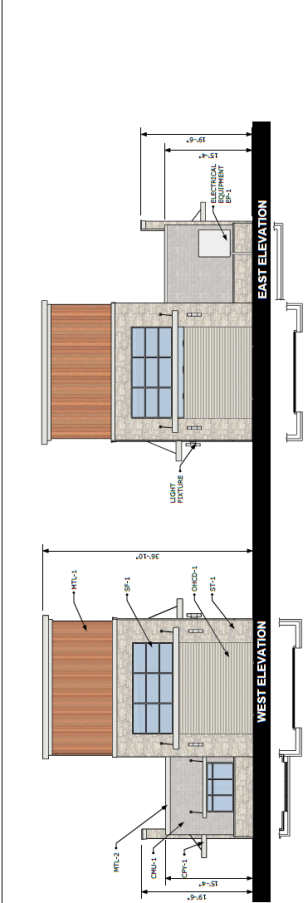
- a. That the Applicant will be required to connect to Meridian water and sewer at his expense and resolve how the water and sewer mains will serve the land; the City may enter into a late comers agreement for the extension of the City sewer and/or water; if requested by the Applicants.
- b. That the development of the property shall be subject to and controlled by the Subdivision and Development Ordinance and the Meridian Comprehensive Plan adopted January 4, 1994, and shall only be developed as a commercial or general planned development or under the conditional use process.
- c. That, as a condition of annexation, the Applicant shall be required to enter into a development agreement as authorized by 11-2-416 L and 11-2-417 D prior to the issuance of any building permit or plat approval which ever comes first; that the development agreement shall address inclusion into the subdivision of the requirements of 11-9-605 D, G 1., H, K and L of the Revised and Compiled Ordinances of the City of Meridian and other matters that the property may be de-annexed if the terms and conditions of the Development Agreement are not satisfied.
- d. That the development of annexed land must meet and comply with the Ordinances of the City of Meridian and in particular Section 11-9-616, which pertains to development time schedules and requirements, 11-9-605 M. which pertains to the tiling of ditches and waterways, and 11-9-606 B 14 which pertains to pressurized irrigation.
- e. That these conditions shall run with the land and bind the Applicant, the titled owners, and their assigns.
- f. Meet the requirements and conditions of the Findings of Fact and Conclusions of Law and meet the Ordinances of the City of Meridian, which include that the property must be developed as a commercial or general planned development or under the conditional use permit process.
- g. That the Applicant is required to hook up to the sewer and water and participate in the costs of extending the sewer and water services though the payment of late-comer's fees.

C. Conceptual Landscape Plan (dated: 10/5/23)



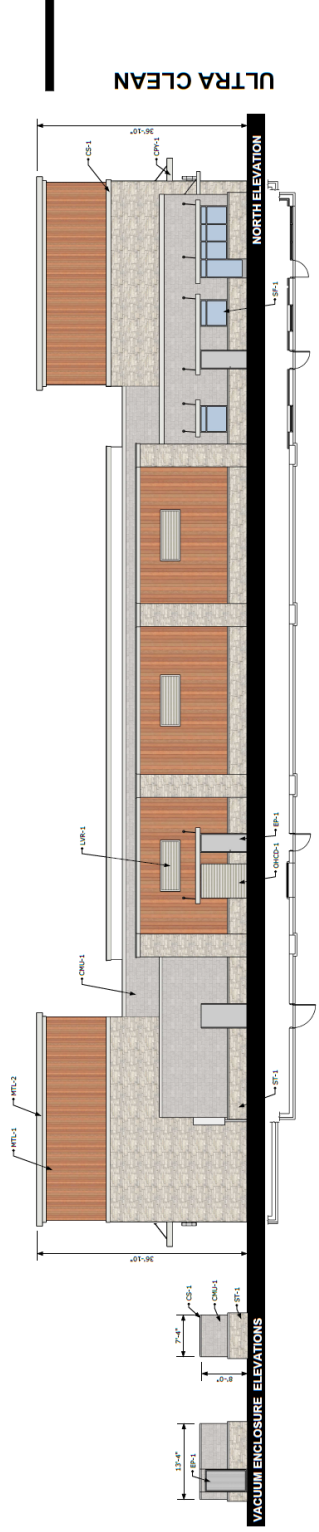
D. Conceptual Elevations

AD DG
 A PLUS DESIGN GROUP
 ARCHITECTURE INTERIORS CONSTRUCTION
 977-734-4400
 10000 W. 10th Avenue, Suite 100
 Greenwood, CO 80045



MATERIALS LEGEND

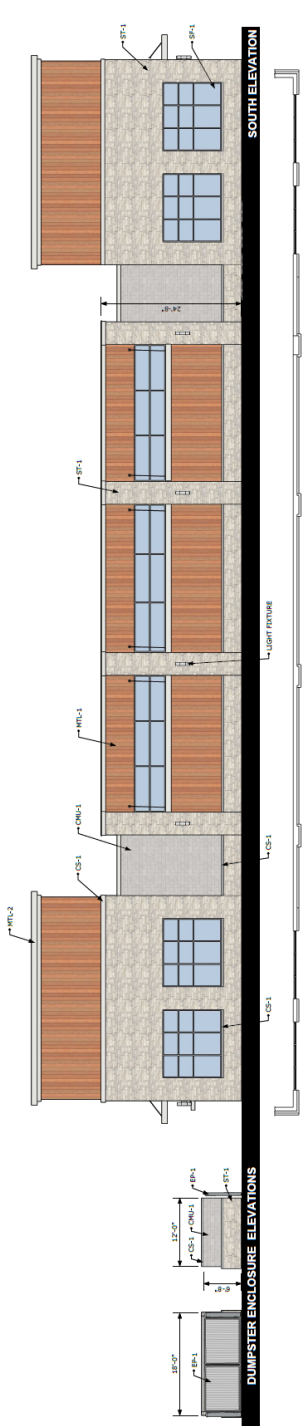
CMU-1	BURNISHED CMU
CMU-2	BURNISHED CMU
CS-1	CLAY TILE
CS-2	CLAY TILE
ES-1	EXTERIOR STONE
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ES-3	EXTERIOR STONE
ES-4	EXTERIOR STONE
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FOR:
 A NEW FACILITY
 3070 E Franklin
 Meridian ID

Project No. 22-0927
 Date 10/06/2023

ELEVATIONS



F. Staff Recommended Development Agreement Provisions

The Development Agreement shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the development agreement modification request. The DA shall, at minimum, incorporate the following provisions:

1. Future development of the subject property shall substantially comply with the conceptual development plans included in Section VII, the standards in the Unified Development Code, and the provisions contained herein.
2. Mufflers shall be installed on all vacuums to mitigate noise impacts on the abutting hotel use to the north.
3. Dense landscaping consisting of a mix of evergreen and deciduous trees and shrubs shall be provided along the northern boundary of the site that allows trees to touch within five (5) years of planting to mitigate noise from the proposed development to the hotel use on the abutting property to the north.
4. The hours of operation of the vehicle washing facility shall be limited from 6:00 am to 10:00 pm to mitigate noise impacts on the abutting hotel use to the north.
5. A 10-foot wide detached sidewalk shall be installed along E. Franklin Rd. on the subject property and off-site on the adjacent property to the east owned by ACHD *if* consent can be acquired from the property owner.
6. A 35-foot wide street buffer, measured from ultimate back of curb location, shall be provided along E. Franklin Rd., an entryway corridor; and a 10-foot wide street buffer, measured from back of sidewalk, shall be installed along N. Olson Ave., a local street. Landscaping shall be installed within these street buffers in accord with the standards listed in UDC 11-3B-7C, including enhanced landscape standards for entryway corridors (i.e. E. Franklin Rd.).
7. The future structure on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual.
8. The City Council requested the Applicant check into the possibility of entering into a license agreement with ACHD for maintenance and/or improvements of/to the abutting property to the east owned by ACHD.



AGENDA ITEM

ITEM TOPIC: Development Agreement (Watts Meridian Medical Partners H-2023-0075)
Between City of Meridian and Reves, LLC for Property Located at 1256 S. Rackham Way

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **Reves LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Reves, LLC**, an Idaho limited liability company, whose address is 909 S. Allante Pl., Boise, ID 83709, hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, commonly known as 1256 S. Rackham Way, Meridian, Idaho 83642, and described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**;” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County as Instrument #2016-106278 and a subsequent Development Agreement Modification to aforementioned Development Agreement recorded in Ada County as Instrument #2019-028379, and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 5th of March, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“**Findings**”), which have been incorporated into this Agreement and attached as **Exhibit “B;”** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Inst. #2016-106278) and subsequent Development Agreement Modification (Inst. #2019-028379) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

3.2 **OWNER/DEVELOPER:** means and refers to **Reves, LLC**, whose address is 909 S. Allante Pl., Boise, Idaho 83709, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit “A,”** describing a parcel to be removed from an existing Development Agreement recorded in Ada County as Instrument #2016-106278 and subsequent Development Agreement Modification recorded in Ada County as Instrument #2019-028379, with such parcel being bound by this new Agreement, which **Exhibit “A”** is attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:

a. Future development of the subject property shall substantially comply with the conceptual development plan and perspective drawing included in Section VII.C of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.

b. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual.

6. **COMPLIANCE PERIOD:** This Agreement must be fully executed within six (6) months after the date of the Findings or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner’s Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:
Reves, LLC
909 S. Allante Pl.
Boise, Idaho 83709

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's 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.

16. **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 other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor

owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property (“Removed Property”) from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (801) 352-0075 F (801) 352-7989

11/28/2023

Project No. 23-5011

Legal Description Parcel "F"

Meridian Medical Partners

A parcel of land being Parcel E and a portion of Parcel D of Record of Survey Number 11595 of Ada County Records, being a Property Boundary Adjustment of Oxygen Subdivisions, located in the Southwest One Quarter of the Southwest One Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 16 of said Township 3 North, Range 1 East, (from which point the South One Quarter Corner of said Section 16 bears South 89°14'17" East, 2665.07 feet distant), Thence North 00°40'46" West, a distance of 1326.95 feet on the West line of said Section 16 to the South 1/16th Section Corner common to Sections 16 and 17 of said Township 3 North, Range 1 East; Thence South 89°14'37" East a distance of 240.69 feet on the east west 1/16th Section Line of said Section 16, to the Northwest corner of Oxygen Subdivision No. 3, of Ada County Records, and being the Northwest corner of Parcel E of said Record of Survey Number 11595, said point also being the Point of Beginning;

Thence South 89°14'37" East, a distance of 346.85 feet on the northerly boundary line of said Parcel E to the Northeast corner of said Parcel E;

Thence South 00°22'59" East, a distance of 293.25 feet on the easterly boundary line of said Parcel E and the easterly boundary line of Parcel D of said Record of Survey Number 11595;

Thence South 89°36'37" West, a distance of 395.82 feet on the point on the westerly boundary line of said Parcel D;

Thence North 08°53'44" East, a distance of 304.17 feet on the westerly boundary line of said Parcel D and E, which line is also the easterly right of way of South Rackham Way to the Point of Beginning.

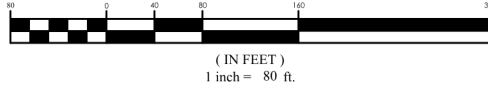


17 16

WEST QUARTER CORNER OF SECTION 16, T3N, R1E, B.M. BRASS CAP

CALCULATED: S0°40'53"E 1326.75'

GRAPHIC SCALE



1/16 CORNER OF SECTION 16, T3N, R1E, B.M. CALCULATED

POINT OF BEGINNING

R7319430100
BVABC EAGLE
VIEW LLC

INSTRUMENT #2022020363
R7319430200
BVBAC EAGLE VIEW OFFICE
NO 3 LLC

S89°14'37"E
240.69' (TIE)

S89°14'37"E = 346.85'

FLATIRON LANE
(PRIVATE 30' - WIDE)

N00°40'46"W 1326.95' (TIE)

N8°53'44"E 304.17'

RACKHAM WAY
(PUBLIC 60' - WIDE)

PARCEL "F"
PARCEL ID# R6819240215
INSTRUMENT #2021162415
REVES LLC
AREA: 2.53 ACRES±
1256 SOUTH RACKHAM WAY
MERIDIAN, ID 83642

22°59"E = 293.25'

INSTRUMENT
#2021003315
R6819220210
MERIDIAN HOTEL
HOLDINGS LLC

(RECORD: N00°40'46"W 2653.90')
N0°40'49"W 2653.79' SECTION LINE

S89°36'37"W 395.82'

PARCEL "G"
ROS 13005
INSTRUMENT #2021140469
R6819230215
B&B LAND LLC

INSTRUMENT
#2021140469
R6819220220
B&B LAND LLC



SOUTH QUARTER CORNER OF SECTION 16, T3N, R1E, B.M. BRASS CAP

17 16

20 21

BASIS OF BEARING: S89°14'17"E 2665.07'

16

21



ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION

LEGAL DESCRIPTION PARCEL "F" EXHIBIT

Date Created: 01/26/24
Scale: 1"=80'
Drawn: JS
Job: 23-5011
Sheet:

EXHIBIT B

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



In the Matter of the Request for Modification to the Existing Development Agreement (H-2015-0024, Inst. #2016-106278; H-2019-0016, Inst. #2019-028379) to Remove the Subject Property from the Agreement and Include it in a New Agreement with an Updated Conceptual Development Plan for Watts Meridian Medical Partners by Rigby Watts & Co.

Case No(s). H-2023-0075

For the City Council Hearing Date of: February 20, 2024 (Findings on March 5, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 20, 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 February 20, 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 a modification to the development agreement is hereby approved per the provisions in the Staff Report for the hearing date of February 20, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 February 20, 2024

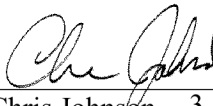
By action of the City Council at its regular meeting held on the 5th day of March, 2024.

COUNCIL PRESIDENT JOE BORTON	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT LIZ STRADER	VOTED _____
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL MEMBER JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL MEMBER ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____




Mayor Robert E. Simison 3-5-2024

Attest:



Chris Johnson 3-5-2024
City Clerk



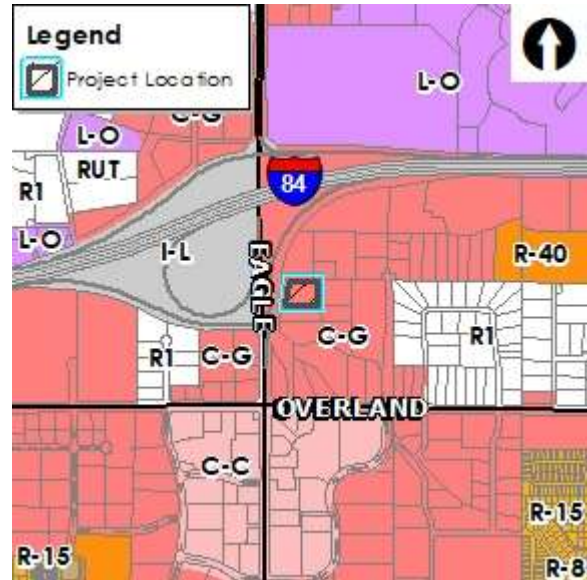
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 3-5-2024
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: February 20, 2023
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: [H-2023-0075](#)
 Watts Meridian Medical Partners – MDA
 LOCATION: 1256 S. Rackham Way, in the SW 1/4 of Section 16, T.3N., R.1E. (Parcel #R6819240215)



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (H-2015-0024, Inst. #2016-106278; H-2019-0016, Inst. #2019-028379) to remove the subject property from the agreement and include it in a new agreement with an updated conceptual development plan.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.53-acres
Future Land Use Designation	Mixed Use – Regional (MU-R)
Existing Land Use	Vacant/undeveloped
Proposed Land Use(s)	Healthcare or social service (i.e. medical offices) and/or professional service
Current Zoning	C-G (General Retail & Service Commercial)
Proposed Zoning	NA
Physical Features (waterways, hazards, flood plain, hillside)	None
Neighborhood meeting date	12/11/23
History (previous approvals)	Annexation Ordinance #719; H-2015-0024 (Eagle Commons at Overland – DA Inst. #2016-106278); H-2017-0061 (Oxygen Sub. #1 SHP); H-2017-0062 (Oxygen Sub. #2 SHP); H-2017-0063 (Oxygen Sub. #3 SHP); H-2019-0016 (Amended DA Inst. #2019-028379); PBA-2021-0008 (ROS #13005)

III. APPLICANT INFORMATION

- A. Applicant:
Adam Watts, Rigby Watts & Co. – 2221 South 2000 East, Salt Lake City, UT 84106
- B. Owner:
Reves, LLC – 909 S. Allante Pl., Boise, ID 83709
- C. Representative:
Same as Applicant

IV. NOTICING

	City Council Posting Date
Newspaper notification published in newspaper	2/4/2024
Radius notification mailed to property owners within 300 feet	2/20/2024
Public hearing notice sign posted on site	1/13/2024
Nextdoor posting	2/5/2024

V. STAFF ANALYSIS

The Applicant proposes to modify the existing Development Agreement (DA) (H-2015-0024 Eagle Commons at Overland – DA Inst. #2016-106278) required with annexation of the property in 1995 (Ordinance #719), which was later amended in 2019 (H-2019-0016 – Inst. #2019-028379), to update the conceptual development plan for the site. The existing DA covers a larger 73.5+/- acre area which is now under several different ownerships. For this reason, a new DA is proposed as part of the modification that will only apply to the subject 2.53-acre property.

The existing DA provisions and conceptual development plan is included in Sections VII.A and B below, respectively. The existing plan depicts one (1) commercial building pad on the site. The proposed plan depicts two (2) 2-story office buildings consisting of 22,000 square feet (s.f.) and 15,808 s.f. and associated parking and landscaping; a perspective drawing of the structures and site was also submitted as shown in Section VII.C below. The Applicant has also submitted a short plat application to subdivide the parcel into two (2) lots, one for each building, and associated parking, which is currently in process.

The proposed uses (i.e. healthcare or social services; or professional service) are listed as principal permitted uses in the C-G zoning district per UDC Table [11-2B-2](#). Future development is subject to the dimensional standards listed in UDC [Table 11-2B-3](#).

A cross-access easement and maintenance agreement exists for the overall development, including this site, which allows shared use of abutting drives and details the maintenance responsibilities associated with those drives (Inst. #[2020-003133](#)).

With the previous plats for Oxygen Subdivision, additional right-of-way (ROW) was dedicated for the expansion of S. Rackham Way to local street standards.

Staff has reviewed the existing DA provisions and most have either already been satisfied or are not

applicable to development of this site. Staff has included those that are still applicable with some modifications as applicable to this site in Section VII.D below for inclusion in the new DA.

VI. DECISION

- A. Staff: Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant.
- B. The Meridian City Council heard these items on Feb. 20th. At the public hearing, the Council moved to approve the subject MDA request.
 - 1. Summary of the City Council public hearing:
 - a. In favor: Adam Watts, Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Adam Watts, Applicant (in agreement with staff report)
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
 - 2. Key issue(s) of public testimony:
 - a. None
 - 3. Key issue(s) of discussion by City Council:
 - a. None
 - 4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

A. Existing Development Agreement Provisions

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

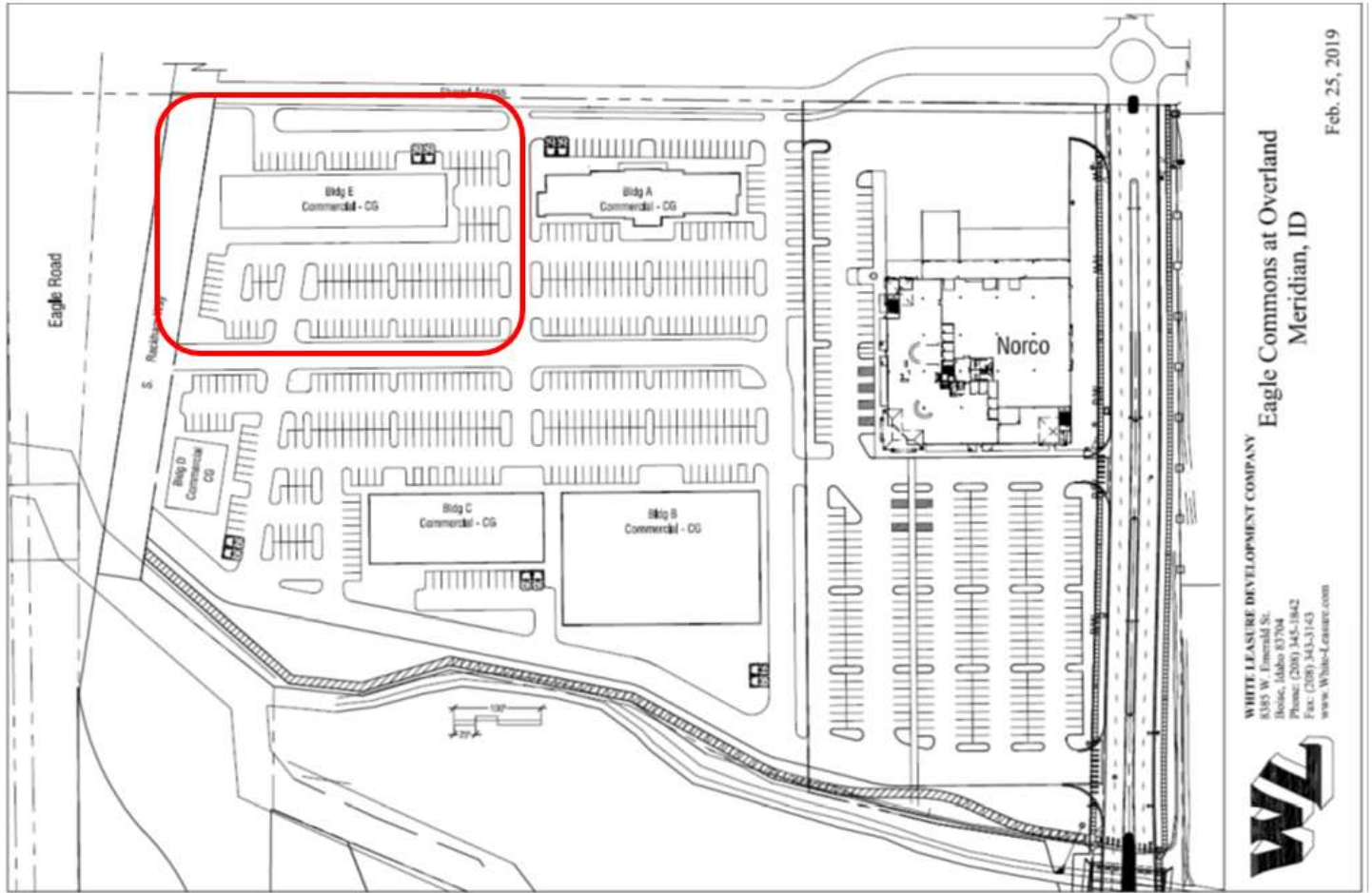
5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

- a. The subject property shall develop in substantial compliance with the conceptual development plan included in Exhibit "A".
- b. A 10-foot wide multi-use pathway shall be constructed along the north side of the Five Mile Creek from the west to the east boundary of the site as set forth in the Pathways Master Plan. Landscaping is required to be installed on each side of the pathway along the creek in accord with the standards listed in UDC 11-3B-12C. A public pedestrian easement is required to be submitted to the City, approved by City Council and recorded for the multi-use pathway along the creek with the first phase of development.
- c. Minimum five-foot wide pedestrian walkways shall be provided internally within the site from the multi-use pathway connecting to the sidewalk along E. Overland Road and S. Rackham Way to the main building entrances with each phase of development; and for drive aisle lengths greater than 150 parking spaces or 200' away from the primary building entrances – internal pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks as set forth in UDC 11-3A-19B.4.
- d. The Five Mile Creek shall remain open as a natural amenity and shall not be piped or otherwise covered and shall be protected during construction. Fencing along the waterway shall not prevent access to the waterway, unless Council deems fencing should be required in the interest of public safety in accord with UDC 11-3A-6B.
- e. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and the guidelines listed in the Meridian Design Manual (or any updated versions thereof).
- f. Prior to any development occurring in the Overlay District, a floodplain permit application, including hydraulic and hydrologic analysis is required to be completed and submitted to the city and approved by the Floodplain Administrator, per MCC 10-6.
- g. All lighting proposed on the site shall comply with the standards listed in UDC 11-3A-11C. Light fixtures that have a maximum output of 1,800 lumens or more shall have an opaque top to prevent uplighting; the bulb shall not be visible and shall have a full cutoff shield; and shall be placed such that the effective zone of light (as documented by the photometric test report) shall not trespass on abutting residential properties.

- h. The developer shall dedicate additional right-of-way along the west property boundary to widen S. Rackham Way to local street standards with curb, gutter and sidewalk with subdivision of the property, unless S. Rackham Way is vacated.
- i. A street light plan will need to be included as part of the development plan submittal. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272
- j. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- k. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. The applicant may be eligible for reimbursement of costs associated with upsizing the sewer and water mains per MCC 8-6-5.
- l. Water modeling will be required prior to development plan submittal to determine the timing of completing the water main loop through the property from the existing 10-inch main stub at E. Overland Road and S. Silverstone Way to the existing 16-inch main adjacent to S. Rackham Way.
- m. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- n. The developer shall enter into a cross-access easement and maintenance agreement with the abutting property owner to the north for the east/west shared driveway adjacent the northern boundary of the site. A recorded copy of the easement agreement shall be submitted to the Planning Division prior to the issuance of the first Certificate of Occupancy for the development.

B. Existing Conceptual Development Plan



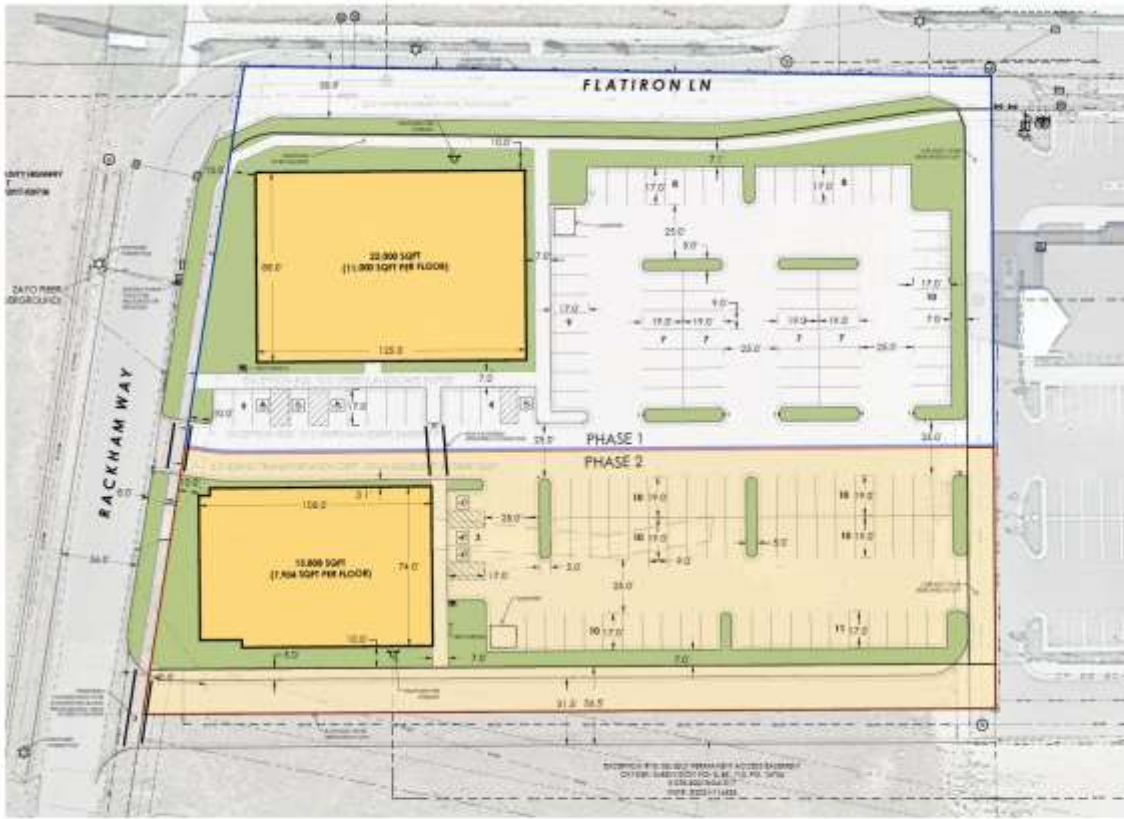
WHITE LEASURE DEVELOPMENT COMPANY
Eagle Commons at Overland
Meridian, ID

Feb. 25, 2019

WHITE LEASURE DEVELOPMENT COMPANY
8385 W. Emerald St.
Boise, Idaho 83704
Phone: (208) 345-1842
Fax: (208) 345-3143
www.White-Leasure.com



C. Proposed Conceptual Development Plan & Perspective Drawing



CONCEPT TABULATIONS

TOTAL ACRES	42.61 ACRES
AREA DEDICATED TO CITY	65.68 ACRES
REMAINING ACRES	65.68
CURRENT ZONE	C-0
PHASE 1 ON-SITE PARKING	76 STALLS
ADA STALLS	4 STALLS
Bike PARKING	4 SPACES
PHASE 1 BUILDING FOOT	22,000 SQFT
REQUIRED PARKING	2 STALLS/1000 SQFT (44 STALLS)
PROVIDED PARKING	4.0 STALLS/1000 SQFT
PHASE 2 ON-SITE PARKING	62 STALLS
ADA STALLS	3 STALLS
Bike PARKING	2 SPACES
PHASE 2 BUILDING FOOT	18,800 SQFT
REQUIRED PARKING	2 STALLS/1000 SQFT (38 STALLS)
PROVIDED PARKING	4.1 STALLS/1000 SQFT
TOTAL ON-SITE PARKING	138 STALLS

Phase 1 Improvements			
Item	sq ft	ACRES	%
Imp/Plant: Streetside Board Improvements	31,150	0.72	50%
Building	11,000	0.25	17%
Open Space	1,000	0.02	1%
Landscaping	4,150	0.09	7%
Total Area For On-Site	47,300	1.08	15%
Area Dedicated to City	11,000	0.25	10%
Total Area For On-Site	36,300	0.83	10%

Phase 2 Improvements			
Item	sq ft	ACRES	%
Imp/Plant: Streetside Board Improvements	17,600	0.40	50%
Building	7,200	0.16	17%
Open Space	1,000	0.02	1%
Landscaping	2,900	0.07	7%
Total Area For On-Site	28,700	0.65	15%
Area Dedicated to City	7,200	0.16	6%
Total Area For On-Site	21,500	0.49	6%

Phase 1 & 2 Totals			
Item	sq ft	ACRES	%
Imp/Plant: Streetside Board Improvements	48,750	1.12	15%
Building	40,200	0.92	10%
Open Space	2,000	0.04	0%
Landscaping	7,050	0.16	1%
Total Area For On-Site	98,000	2.24	26%
Area Dedicated to City	18,200	0.41	7%
Total Area For On-Site	79,800	1.83	23%

WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION *concept plan*

MERIDIAN CITY, ADA COUNTY
11/28/2023
23-0211



D. Staff Recommended Development Agreement Provisions

1. Future development of the subject property shall substantial comply with the conceptual development plan and perspective drawing included in Section VII.C and the provisions contained herein.
2. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual.



AGENDA ITEM

ITEM TOPIC: Approval of Compensation and Construction Stipulation Letter with Williams
- Northwest Pipeline for a pipeline replacement project that includes a small portion of City Well
32 lot



Mayor Robert E. Simison

City Council Members:

Joe Borton, President
Liz Strader, Vice President
Doug Taylor
John Overton
Anne Little Roberts
Luke Cavener

TO: Mayor Robert E. Simison
Members of the City Council

FROM: *Kyle Radek*

DATE: *March 6, 2024*

**SUBJECT: COMPENSATION AND CONSTRUCTION STIPULATION LETTER
WITH WILLIAMS – NORTHWEST PIPELINE**

REQUESTED COUNCIL DATE:

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Compensation and Construction Stipulation Letter with Williams- Northwest Pipeline
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Kyle Radek	208-489-0343
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-985-1259

III. DESCRIPTION

A. Background

Northwest Pipeline plans to begin a pipeline replacement project in their existing easement that is adjacent to and includes a small portion of City Well 32 lot. The intent of the stipulation letter and attachment is to provide and assure clear information related to their construction and plans for compensation for any damage to landscaping or other features as required.

VII. LIST OF ATTACHMENTS

A. Exhibit "B" – Construction Stipulations

Approved for Council Agenda: _____

A handwritten signature in black ink, appearing to be "K. Radek", is written over a horizontal line.



March 6, 2024

COMPENSATION AND CONSTRUCTION STIPULATION LETTER

City of Meridian
33 E BROADWAY AVE
MERIDIAN, ID 83642-2619

RE: 2024 LINE 1400/1401 INTERMOUNTAIN PIPE REPLACEMENT PROJECT
ASSESSOR'S PARCEL NUMBER: R3259151220 PROJECT TRACT#: INTMTN-ID-AD-0014.7

Dear Landowner,

Northwest Pipeline LLC (Northwest) plans to begin construction of its 2024 LINE 1400/1401 INTERMOUNTAIN PIPE REPLACEMENT PROJECT in April 2024. On most properties involved in this project, including yours, Northwest has a 75-foot-wide pipeline easement, with rights included to remove and replace a pipeline or pipelines. Accordingly, Northwest plans to compensate you for surface damages related to crops, pasturage and landscaping. Said surface damages will need to be discussed and assessed with you to identify and agree upon together.

Compensation for surface damages will be made once calculated and agreed upon together. Any payment will also require the completion of a Request for W-9/Taxpayer Identification Number Information form.

Northwest, by this letter and landowner binder, is attempting to provide a concise source of information related to its construction and compensation plans and hopes the information will assist you in understanding the project. We appreciate your patience and cooperation as we go forward with this uncommon inconvenience. Also attached to this letter is a list of mutually agreed upon Construction Stipulations that will memorialize and help govern our construction activities on your property and to limit the impacts as much as possible. You may reach me directly with any questions at (480) 819-2299.

Sincerely,

RiAnn Holsonback

Land Agent for Williams – Northwest Pipeline

Acknowledged and agreed upon on this _____ day of _____, 2024

Landowner Signature

EXHIBIT "B"
CONSTRUCTION STIPULATIONS
INTMTN-ID-AD-0014.7

In accordance with the terms and conditions of this agreement, the Grantor and Grantee agree that Grantee's Facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor of the start of construction activity 7 or more days prior to start of construction preparation of the right of way on Grantor's land.
2. Grantee will construct the Facilities in compliance with the engineering design and safety standards of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 49 CFR 192 in force at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore all existing access roads and driveways disturbed by the construction to a condition equal to or better than existed prior to construction.
5. Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee will as near as practicable restore the Easement to its original contours.
6. Grantee will re-seed disturbed areas along the easement with a seed mix native to the area or as specified by the Grantor here: **Turfgrass seed shall be 80% Kentucky Bluegrass and 20% Perennial Ryegrass hydro seeded at a rate of 80 lbs. per acre.**
7. Grantee will protect and/or restore sprinkler systems damaged by the construction of the pipelines and shall be repaired in a good and workmanlike manner.
8. Grantee agrees to maintain the flow of water in all irrigation ditches, laterals and culverts during construction. Grantee agrees to repair any damaged irrigation ditches, laterals or culverts before or during final cleanup.



AGENDA ITEM

ITEM **TOPIC:** City of Meridian 2023 Financial Audit Report



Financial Statements
September 30, 2023
City of Meridian, Idaho

The City of Meridian is located in the center of the Treasure Valley in southwest Idaho. Founded in 1893 and incorporated as a city in 1903, Meridian is now one of Idaho's largest and fastest growing communities. Meridian is cited by Money Magazine as one of its Top 50 Best Places to Live, and by America's Promise Alliance and ING as one of the nation's 100 Best Communities for Young People. For more information, visit www.meridiandcity.org.

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Independent Auditor's Report

Mayor and Members of the City Council
City of Meridian
Meridian, Idaho

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the City of Meridian, Idaho (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the City of Meridian, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As discussed in Notes 1 and 5 to the financial statements, the City has adopted the provisions of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. There was no change to beginning net position as a result of the implementation of this Standard. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Schedule of Employer's Share of Net Pension Liability (Asset) and Employer Contributions, and the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Capital Projects Fund, the Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Enterprise Fund, and the Schedule of Expenditures of Federal Awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (collectively referred to as supplementary information), are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 5, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the typed name and date.

Boise, Idaho
March 5, 2024

This section of the City of Meridian's (City's) annual financial report presents management's discussion and analysis of the City's financial performance during the year ended September 30, 2023. Please use this information in conjunction with the information furnished in the City's financial statements.

Financial Highlights

- The total assets and deferred outflows of the City exceeded its liabilities and deferred inflows at September 30, 2023 by \$704,983,854 as compared to \$658,719,397 at September 30, 2022.
- Net position of the Governmental activities finished the fiscal year 2023 at \$219,614,655.
- Net position of Business-type activities finished fiscal year 2023 at \$485,369,199.
- Total unrestricted fund balance of governmental funds at September 30, 2023 was \$57,592,323 as compared to a total unrestricted governmental fund balance at September 30, 2022 of \$69,615,987.
- Total unrestricted fund balance of business-type funds at September 30, 2023 was \$104,834,465 as compared to a total unrestricted business-type fund balance at September 30, 2022 of \$92,299,400.
- The City's total outstanding long-term debt at September 30, 2023 is \$0.00.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The basic financial statements have four components – *government-wide financial statements, fund financial statements, notes to the financial statements, and required supplementary information.*

Government-Wide Financial Statements

These statements report information about all of the operations of the City using accounting methods similar to those used by private sector companies. These statements are prepared using the flow of economic resources measurement focus and accrual basis of accounting. The current year's revenues and expenses are recorded as transactions occur rather than when cash is received or paid.

The government-wide financial statements are divided into two categories:

Statement of Net Position – Reports the City's assets (what the City owns) and liabilities (what the City owes) with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

Statement of Activities – Reports all of the City's revenues and expenses for the year by function. Examples of functions are public safety, administration, and water and sewer activities. Revenues, such as property tax which cannot be traced to a specific function, are reported as General Revenues.

GOVERNMENT-WIDE FINANCIAL STATEMENT ANALYSIS

Statement of Net Position

At September 30, 2023 the City's combined assets and deferred outflows exceeded liabilities and deferred inflows by \$704,983,854 as compared to the net position as of September 30, 2022 of \$658,719,397.

Government-wide total assets and deferred outflows of resources increased from last fiscal year to finish fiscal year 2023 at \$830,609,217.

Government-wide total liabilities and deferred inflows of resources increased from last fiscal year to finish fiscal year 2023 at \$125,625,363.

The largest portion of the City's net position is invested in capital assets net of related debt. Capital assets include land, building, equipment and machinery, IT subscriptions, and sewer and water utility infrastructure.

The table below has been condensed from the Statement of Net Position.

	Primary Government					
	Governmental		Business - Type		Total	
	Activities		Activities			
	2023	2022	2023	2022	2023	2022
Current and Other Assets	\$ 169,705,362	\$ 178,216,655	\$ 117,767,469	\$ 104,390,673	\$ 287,472,831	\$ 282,607,328
Capital Assets	143,649,874	117,761,901	380,799,128	357,328,702	524,449,002	475,090,603
Deferred Outflows of Resources	15,510,528	17,925,158	3,176,856	3,934,793	18,687,384	21,859,951
TOTAL Assets and Deferred						
Outflows of Resources	328,865,764	313,903,714	501,743,453	465,654,168	830,609,217	779,557,882
Current Liabilities	12,742,896	10,955,082	8,212,016	8,222,742	20,954,912	19,177,824
Long-term Liabilities	51,008,357	48,079,430	8,162,238	8,080,944	59,170,595	56,160,374
Deferred Inflows of Resources	45,499,856	45,468,911	-	31,376	45,499,856	45,500,287
TOTAL Liabilities and Deferred						
Inflows of Resources	109,251,109	104,503,423	16,374,254	16,335,062	125,625,363	120,838,485
Net Investment in Capital Assets						
Restricted	142,199,505	117,761,901	380,534,734	357,019,706	522,734,239	474,781,607
Unrestricted	19,822,827	22,022,403	-	-	19,822,827	22,022,403
TOTAL Net Position	\$ 219,614,655	\$ 209,400,291	\$ 485,369,199	\$ 449,319,106	\$ 704,983,854	\$ 658,719,397

Statement of Activities

During the 2023 fiscal year the City's financial position improved by \$46,264,457. The following condensed financial information was derived from the government-wide Statement of Activities and shows how the City's net position changed during the year.

Government-wide total revenues increased from last fiscal year to finish fiscal year 2023 at \$175,317,385.

Government-wide total expenses increased from last fiscal year to finish fiscal year 2023 at \$129,052,928.

	Primary Government				Total Primary Government	
	Governmental Activities		Business-Type Activities			
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for services	\$ 18,786,450	\$ 19,622,112	\$ 33,046,132	\$ 32,319,110	\$ 51,832,582	\$ 51,941,222
Operating grants and contributions	1,619,149	954,571	20,658,840	19,164,055	22,277,989	20,118,626
Capital Grants and Contributions	9,789,358	4,808,001	19,164,075	-	28,953,433	4,808,001
General Revenue:						
Property taxes	46,096,236	42,976,972	-	-	46,096,236	42,976,972
Franchise fees	2,447,941	1,953,305	-	-	2,447,941	1,953,305
Sales tax and other governmental	15,088,288	14,433,359	-	-	15,088,288	14,433,359
Investment Earnings	3,981,810	974,294	3,857,400	983,326	7,839,210	1,957,620
Other Revenue	503,945	(2,732,849)	277,761	(3,520,726)	781,706	(6,253,575)
Total Revenues	98,313,177	82,989,765	77,004,208	48,945,765	175,317,385	131,935,530
Expenses						
General Government						
Administration	14,917,157	11,880,036	-	-	14,917,157	11,880,036
Law Enforcement	33,293,428	28,736,771	-	-	33,293,428	28,736,771
Fire Department	22,480,889	17,708,780	-	-	22,480,889	17,708,780
Parks and Recreation	13,251,188	12,269,684	-	-	13,251,188	12,269,684
Community Planning and Devlp	7,525,483	8,678,052	-	-	7,525,483	8,678,052
Enterprise - sewer and water	-	-	37,584,783	38,760,169	37,584,783	38,760,169
Total Expenses	91,468,145	79,273,323	37,584,783	38,760,169	129,052,928	118,033,492
Excess (deficiency) of revenues over expenditures before transfers	6,845,032	3,716,442	39,419,425	10,185,596	46,264,457	13,902,038
Transfers - internal activities	3,369,332	2,974,273	(3,369,332)	(2,974,273)	-	-
Change in net position	10,214,364	6,690,715	36,050,093	7,211,323	46,264,457	13,902,038
Net Position, Beginning of Year	209,400,291	202,709,576	449,319,106	442,107,783	658,719,397	644,817,359
Net Position, Ending of Year	\$ 219,614,655	\$ 209,400,291	\$ 485,369,199	\$ 449,319,106	\$ 704,983,854	\$ 658,719,397

Fund Financial Statements

The fund financial statements provide information about the City's major *funds*, not the City as a whole. The City uses a method of accounting, called fund accounting, to separate specific sources of funds and corresponding expenditures. Funds may be required by law or may be established by the City Council. At the end of a fiscal year the unreserved fund balance serves as a useful measure of a government's net resources.

The City has the following funds:

Governmental Funds: These funds encompass the City's basic services, public safety, community planning and development, administration, and parks and recreation. Governmental fund financial statements focus on short-term inflows and outflows of spendable resources, an accounting approach known as the flow of current financial resources measurement focus and the modified accrual basis of accounting. Information provided by these statements provides a short-term view of what resources will be available to meet needs.

The City has two governmental funds:

- **General Fund** – The general fund is the general operating fund of the City. It derives most of its income from property tax and funds the operations of the City. It includes the Development Services Fund, used to account for revenue and expenses of the community planning and development function, and the Public Safety Fund used to set aside funds for police and fire capital projects. It also includes the Impact Fee Fund used to account for park and public safety impact fee revenue and capital acquisitions.
- **Capital Projects Fund** – The Capital Projects Fund is used to account for financial resources to be used for the acquisition of major capital facilities.

The City has one proprietary fund:

Enterprise Fund (Business-Type Activities): User fees finance activities in this fund. The water and sewer utilities and all the activities necessary to support their operation are accounted for in this fund. Accounting for this fund is the same as a private business on a full accrual basis.

The City has one fiduciary fund:

The City established the "City of Meridian Employee Benefits Plan Trust" (the Trust) in January 2020. All health claims are paid from this Trust and all plan contributions are deposited into the Trust. The Trust uses a calendar year basis as its fiscal year and the most recent audited financial statements are presented as part of this financial statement (fiscal year ended December 31, 2022).

FUND FINANCIAL STATEMENTS ANALYSIS

Governmental Funds

The General Fund had an ending fund balance of \$87,218,652 for fiscal year 2023, a decrease from the ending fund balance at the end of fiscal year 2022, which was \$90,556,566. This decrease was primarily caused by a decrease in the prepaid items balance of approximately \$3.7 million, which related to prepayments that were made in fiscal year 2022 for new fire trucks.

The Capital Project Fund ending fund balance decreased from fiscal year 2022 to fiscal year 2023, to finish the year at \$13,011,622. The decrease was seen primarily in the cash and cash equivalents balance which decreased by approximately \$3.8 million, as the City utilized its financial resources to continue providing improvements to local area infrastructure, including the continued development of Discovery Park.

General Fund revenues increased significantly by approximately \$9.8 million to finish the year at \$97,015,962. The increase was primarily attributable to an increase in property taxes (increase of \$3 million), an increase in interest earnings (increase of \$2.4 million), and an increase in the impact fee revenue amounts (increase of \$3.2 million).

Capital Project Fund revenue amounts increase from fiscal year 2022 by \$567,323, which was due to strong market performance of the State's Local Government Investment Pool.

Expenditures for the General Fund increased by \$18 million, which was attributable to increases in almost all governmental functions (general, public safety, and parks & recreation). Capital outlay amounts for the General Fund increased from fiscal year 2022 by \$7.1 million to finish the year at \$22,039,404. The increase in capital outlay represents the City's investment in the continued development of the City's infrastructure.

For the Capital Project Fund, expenditures increased by \$7.8 million, to finish the year at \$9,669,383, which again demonstrates the City's investment in providing and maintaining the City's building and infrastructure assets, as well as continued planned projects for citizens, including Discovery Park.

Enterprise Fund (Business-Type Activities)

Ending Net Position for the Business-Type activities increased significantly from fiscal year 2022, to finish the year at \$485,369,199. There were numerous contributing factors that led to the increase including an increase in the cash and cash equivalents balance (increase of \$12 million), increase in the investments balance (increase of \$1.2 million), and an increase in the capital asset amounts (increase of \$23.5 million).

Operating revenues for the Business-Type activities increase was due to an overall increase in water and sewer sales, which combined accounted for an increase of approximately \$1.5 million. This increase was offset slightly by a decrease in the other service revenue, engineering fees and sale of meter amounts. Total increase from fiscal year 2022 operating revenues was \$721,304.

Expenditures for the Business-Type activities also increased from fiscal year 2022 by \$3 million, to finish the year at \$37.6 million. The largest increase was in personnel services, which represents the City's investment in its people.

Fiduciary-Type Activities

The Trust uses a calendar year basis as its fiscal year and the most recent audited financial statements are presented as part of this financial statement (fiscal year ended December 31, 2022).

Total assets ended the year at \$2,394,373. Amounts represented cash on hand, receivables to the Trust and prepaid expense.

Total Liabilities ended the year at \$398,015. Amounts represent the claims incurred but not reported and claims payable as of December 31, 2022.

During the year ended December 31, 2022, additions to the Trust totaled \$7,961,082. Amounts reported as additions represent contributions to the Trust through employee and employer contributions, as well as interest income and prescription rebates.

During the year ended December 31, 2022, deductions from the Trust totaled \$7,262,699. Deductions from the Trust are primarily comprised of health claim benefits paid, which totaled \$6,270,790.

Notes to the Financial Statements

The notes provide additional information that is necessary to fully understand the data presented in the government-wide and fund financial statements.

Required Supplementary Information

This section has information that further explains and supports the information in the financial statements by including a comparison of the City's budget data for the year, as well as the City's schedule of employer's share of net pension liability and the City's Schedule of employer contributions and the City's schedule of expenditures of federal awards.

GENERAL FUND BUDGETARY HIGHLIGHTS

Budget to Actual comparisons are found following the Notes to the Financial Statements within the Supplemental section of this Audit Report. Below is a discussion regarding the General Fund Budget to Actual comparison.

The final fiscal year 2023 overall expenditure budget was \$127,029,059 as compared to the actual expenditures of \$100,732,500.

There are three categories of budget expenditures: personnel, operating, and capital outlay. The discussion below will address each category and the differences between budget and actual.

The total actual personnel expense for the 2023 fiscal year was \$56,954,388 as compared to the final budget of \$59,220,851. The primary reason for the variance between actual and budget is related to the amount of vacancy positions that were not filled during the fiscal year.

The total actual operating expense was \$21,738,708 as compared to the final budget of \$38,240,241. The largest budget to actual variance for the operating expenses is due to City receiving a Federal Grant that was not expensed during the fiscal year. Federal Grant dollars will be spent during fiscal year 2024.

The total General Fund 2023 capital expense was \$22,039,404 as compared to the final budget of \$29,567,967. The largest budget to actual variance for capital expenses is related to construction in progress projects associated to our Public Safety building construction.

2023 General Fund actual revenue of \$97,015,962 fell short of the final budget of \$101,249,434.

The largest percentage of General Fund revenue resides in property tax and finished fiscal year 2023 at \$45,983,863. Intergovernmental revenue sharing is the second largest revenue stream in 2023 and finished the fiscal year higher than fiscal year 2022 at \$18,456,373. The third largest source of General Fund revenue in fiscal year 2023 was licenses and permits, namely building permit sales. At the end of 2023, the licenses and permits revenue finished the year at \$11,038,830.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of fiscal year 2023, the City had \$524,184,608 invested in capital assets (net of accumulated depreciation).

The City’s investment in capital assets includes land, buildings, sewer and water lines, IT subscriptions, and vehicles and equipment. Sidewalks, bridges, and roads belong to the Ada County Highway District.

Major capital asset changes in the General Government Funds in 2023 included:

- \$11,540,118 in Buildings and Improvements
- \$11,540,118 in Capital projects still in construction
- \$2,405,360 in new Equipment
- \$0 in new Land

Major capital asset changes in the Business-type Funds in 2023 included:

- \$(6,810,039) in Buildings and Improvements
- \$8,180,794 in Capital projects still in construction
- \$3,806,015 in Equipment
- \$8,299,383 in new Sewer and Water Lines
- \$0 in Land

	Capital Assets as of September 30, 2023 (net of depreciation)					
	Governmental Activities		Business - Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Land	\$ 30,305,124	\$ 30,305,124	\$ 6,249,313	\$ 6,249,313	\$ 36,554,437	\$ 36,554,437
Easements	832,164	749,317	20,126,576	10,087,701	20,958,740	10,837,018
Buildings and improvements other than buildings	75,492,354	63,952,236	90,990,336	97,800,375	166,482,690	161,752,611
Sewer and water lines	-	-	209,174,866	200,875,483	209,174,866	200,875,483
Equipment	9,096,199	6,690,839	25,649,360	21,843,345	34,745,559	28,534,184
Construction in progress	27,549,911	16,064,385	28,344,283	20,163,489	55,894,194	36,227,874
Right to use subscriptions	374,122	-	-	-	374,122	-
	<u>\$ 143,649,874</u>	<u>\$ 117,761,901</u>	<u>\$ 380,534,734</u>	<u>\$ 357,019,706</u>	<u>\$ 524,184,608</u>	<u>\$ 474,781,607</u>

The City recorded \$6,339,407 in depreciation expense for Governmental City functions and \$14,412,618 for Business-type activities. (See Note 5 to the financial statements).

Debt Administration

The only outstanding obligations the City had as of September 30, 2023, related to the outstanding IT subscriptions (See Note 5 to the financial statements).

Fiscal Year 2024 Economic Factors and Budgetary Considerations

The City of Meridian prepares an economic forecast as a component in the process of developing the annual budget. Following local and national indicators currently affecting the City of Meridian, the City's approved FY2024 budget anticipated a level of economic activity commiserate with the prior year. Since the spring of 2012, construction and development continues to be active and steady. The following considerations by the City Council were taken when it adopted the FY2024 Budget:

- The City provided compensation increases for general employees.
- The City considered the current FY2023 economic conditions and trends while working on the FY2024 budget.
- The City maintained that a conservative approach to revenue projections was in the best interest of the City.
- The City Council elected to increase the annual property taxes by 1.6% which is allowable by State code.
- The City continued to the practice of taking on no debt.
- The City's sewer and water customer utility accounts project to see a decline in sales by 13% year over year as growth slows down as compared to years past.
- The City continues to see population growth year over year with a 10-year annual average of about 5.5%

Requests for Information

This report is designed to provide a general overview of the City of Meridian's finances for our citizens and customers. If you have questions about this report or need additional financial information, please visit the City's Finance Department webpage or contact:

City of Meridian
Finance Department
33 E. Broadway Ave.
Meridian, Idaho 83642

Phone: (208) 888-4433

City of Meridian, Idaho
Statement of Net Position
Year Ended September 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	
ASSETS				
Current Assets				
Cash and cash equivalents	\$ 70,756,364	\$ 70,886,032	\$ 141,642,396	\$ 8,181,092
Restricted cash and cash equivalents	18,045,809	-	18,045,809	-
Investments	25,045,309	41,684,217	66,729,526	-
Restricted investments	2,191,997	-	2,191,997	-
Receivables				
Accounts (net of \$30,000 allowance for enterprise fund uncollectibles)	1,941,393	4,647,847	6,589,240	9,365
Current portion of note receivable	-	36,816	36,816	-
Property taxes	46,290,689	-	46,290,689	4,497,644
Due from other governmental units	4,873,743	-	4,873,743	-
Interest	422,886	398,523	821,409	-
Deposits and prepaid expenses	43,403	114,034	157,437	4,473
Lakeview inventory	93,769	-	93,769	-
Total Current Assets	<u>169,705,362</u>	<u>117,767,469</u>	<u>287,472,831</u>	<u>12,692,574</u>
Noncurrent Assets				
Long-term note receivable	-	264,394	264,394	-
Capital Assets				
Land, easements, and other assets not depreciated	58,687,199	54,720,172	113,407,371	672,384
Buildings, improvements and equipment, net of depreciation	84,588,553	325,814,562	410,403,115	-
Right to use subscription IT assets, net of accumulated amortization	374,122	-	374,122	-
Total Noncurrent Assets	<u>143,649,874</u>	<u>380,799,128</u>	<u>524,449,002</u>	<u>672,384</u>
Deferred Outflows of Resources				
Pension obligations	15,510,528	3,176,856	18,687,384	-
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u><u>\$ 328,865,764</u></u>	<u><u>\$ 501,743,453</u></u>	<u><u>\$ 830,609,217</u></u>	<u><u>\$ 13,364,958</u></u>

City of Meridian, Idaho
Statement of Net Position
Year Ended September 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	
LIABILITIES				
Current Liabilities				
Accounts payable	\$ 5,673,317	\$ 6,261,794	\$ 11,935,111	\$ 26,161
Accrued payroll and taxes	2,349,046	461,667	2,810,713	-
Customer deposits	3,914,093	1,185,061	5,099,154	-
Interest payable	16,095	-	16,095	-
Due within one year				
Accrued vacation, current portion	477,559	63,494	541,053	-
Settlement payable	-	240,000	240,000	-
Right to use IT subscription liability	312,786	-	312,786	-
Total Current Liabilities	<u>12,742,896</u>	<u>8,212,016</u>	<u>20,954,912</u>	<u>26,161</u>
Noncurrent Liabilities				
Accrued vacation - less current portion	3,343,043	571,450	3,914,493	-
Due to developers	-	-	-	2,438,100
Net pension liability	35,533,645	7,277,975	42,811,620	-
Advanced revenue - ARPA obligations	12,023,638	-	12,023,638	-
Advanced revenue - other	108,031	312,813	420,844	-
Total Noncurrent Liabilities	<u>51,008,357</u>	<u>8,162,238</u>	<u>59,170,595</u>	<u>2,438,100</u>
Deferred Inflows of Resources				
Unavailable revenues - Opioid Settlement	178,535	-	178,535	-
Unavailable revenues - property taxes	45,321,321	-	45,321,321	4,413,113
Total Deferred Inflows of Resources	<u>45,499,856</u>	<u>-</u>	<u>45,499,856</u>	<u>4,413,113</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS	<u>109,251,109</u>	<u>16,374,254</u>	<u>125,625,363</u>	<u>6,877,374</u>
NET POSITION				
Net investment in capital assets	142,199,505	380,534,734	522,734,239	672,384
Restricted	-	-	-	5,815,200
Impact funds	19,821,540	-	19,821,540	-
Grant funds	1,287	-	1,287	-
Unrestricted				
Capital improvements	17,155,749	-	17,155,749	-
General funds	40,436,574	104,834,465	145,271,039	-
TOTAL NET POSITION	<u>219,614,655</u>	<u>485,369,199</u>	<u>704,983,854</u>	<u>6,487,584</u>
Total Liabilities and Net Position	<u>\$ 328,865,764</u>	<u>\$ 501,743,453</u>	<u>\$ 830,609,217</u>	<u>\$ 13,364,958</u>

City of Meridian, Idaho
Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			Component Unit
					Government Activities	Business-Type Activities	Total	
Primary Government								
Governmental Activities								
General government								
Administration	\$ 14,917,157	\$ 240,609	\$ 1,371,983	\$ 960	\$ (13,303,605)	\$ -	\$ (13,303,605)	\$ -
Public safety								
Law enforcement	33,293,428	1,553,203	118,815	760,655	(30,860,755)	-	(30,860,755)	-
Fire department	22,480,889	1,968,551	16,250	2,515,658	(17,980,430)	-	(17,980,430)	-
Parks and recreation	13,251,188	3,888,194	72,106	6,509,876	(2,781,012)	-	(2,781,012)	-
Community development	7,525,483	11,135,893	39,995	2,209	3,652,614	-	3,652,614	-
Total governmental activities	91,468,145	18,786,450	1,619,149	9,789,358	(61,273,188)	-	(61,273,188)	-
Business-Type Activities								
Water and wastewater	37,584,783	33,046,132	20,658,840	19,164,075	-	35,284,264	35,284,264	-
Total Primary Government	\$ 129,052,928	\$ 51,832,582	\$ 22,277,989	\$ 28,953,433	\$ (61,273,188)	\$ 35,284,264	\$ (25,988,924)	\$ -
Component Unit								
Downtown development	\$ 743,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (743,098)
General revenues								
Shared revenues								
Property taxes, levied for general purposes					\$ 46,096,236	\$ -	\$ 46,096,236	\$ 3,351,496
Franchise fees					2,447,941	-	2,447,941	-
Sales tax and other governmental					15,088,288	-	15,088,288	-
Investment earnings					3,981,810	3,857,400	7,839,210	100,551
Net increase in fair value of investments					375,282	311,632	686,914	-
Miscellaneous					89,608	5,323	94,931	9,365
Gain (loss) on sale of fixed assets					39,055	(39,194)	(139)	-
Transfers - internal activities					3,369,332	(3,369,332)	-	-
Total General Revenues and Transfers					71,487,552	765,829	72,253,381	3,461,412
Change in Net Position					10,214,364	36,050,093	46,264,457	2,718,314
Net Position, Beginning of Year					209,400,291	449,319,106	658,719,397	3,769,270
Net Position, Ending of Year					\$ 219,614,655	\$ 485,369,199	\$ 704,983,854	\$ 6,487,584

City of Meridian, Idaho
Balance Sheet – Governmental Funds
Year Ended September 30, 2023

	General	Capital Projects	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 56,667,098	\$ 14,089,266	\$ 70,756,364
Investments	25,045,309	-	25,045,309
Receivables			
Accounts	1,926,280	15,113	1,941,393
Property taxes	46,290,689	-	46,290,689
Due from other governmental units	4,873,743	-	4,873,743
Interest	359,602	63,284	422,886
Prepaid items	43,403	-	43,403
Lakeview inventory	93,769	-	93,769
Restricted assets			
Cash and cash equivalents	18,045,809	-	18,045,809
Investments	2,191,997	-	2,191,997
	<u>\$ 155,537,699</u>	<u>\$ 14,167,663</u>	<u>\$ 169,705,362</u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE			
Liabilities			
Current Liabilities			
Accounts payable	\$ 3,494,028	\$ 1,156,041	\$ 4,650,069
Accrued payroll and taxes	2,349,046	-	2,349,046
Customer deposits - Lakeview Golf Course	108,031	-	108,031
Advanced revenue - ARPA obligations	12,023,638	-	12,023,638
Customer deposits	3,914,093	-	3,914,093
	<u>21,888,836</u>	<u>1,156,041</u>	<u>23,044,877</u>
Deferred Inflows of Resources			
Unavailable revenue - property taxes	46,430,211	-	46,430,211
	<u>68,319,047</u>	<u>1,156,041</u>	<u>69,475,088</u>

City of Meridian, Idaho
Balance Sheet – Governmental Funds
Year Ended September 30, 2023

	<u>General</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Fund Balances			
Nonspendable			
Prepays	43,403	-	43,403
Inventory for Lakeview Golf Course	93,769	-	93,769
Restricted			
Impact Fund	16,678,933	-	16,678,933
Impact Fund Balance Budget of Carryforward	3,147,194	-	3,147,194
Grant Fund	1,287	-	1,287
Committed			
Capital Projects Fund	-	10,496,036	10,496,036
Fund Balance Budget of Carryforward	-	2,515,586	2,515,586
Public Safety Fund	6,030,469	-	6,030,469
Assigned			
Fund Balance Budget of Carryforward	9,101,518	-	9,101,518
Capital Improvement Plan	20,000,000	-	20,000,000
Comm. Dev. Excess Revenue Transfer	4,144,126	-	4,144,126
Operating Reserve	19,386,112	-	19,386,112
Emergency Reserve	6,227,872	-	6,227,872
Unassigned	2,363,969	-	2,363,969
Total Fund Balances	<u>87,218,652</u>	<u>13,011,622</u>	<u>100,230,274</u>
Total Liabilities and Fund Balances	<u>\$ 155,537,699</u>	<u>\$ 14,167,663</u>	<u>\$ 169,705,362</u>

City of Meridian, Idaho
 Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
 Year Ended September 30, 2023

Fund balance - total governmental funds	\$ 100,230,274
<p>Amounts reported for <i>governmental activities</i> in the statement of activities are different because:</p>	
Capital assets, including right to use subscription IT assets, used in governmental activities are not financial resources and therefore are not reported in the funds.	143,649,874
Retainage that are not due and payable in the current period and, therefore, are not reported in the governmental funds.	(1,023,248)
Some of the property taxes receivable are not available to pay for current-period expenditures and therefore are deferred in the funds.	930,355
Long-term obligation is not due and payable in the current period and therefore is not reported in the funds.	
Net pension liability	(35,533,645)
Deferred outflows of resources related to pension obligations.	15,510,528
Right of use IT subscription and liabilities are expensed at the fund level but reported as a liability due within one year on the Statement of Net Position.	(312,786)
Accrued interest payable is not due and payable in the current period and therefore is not reported in the funds.	(16,095)
Accrued vacation is not due and payable in the current period and therefore is not reported in the funds.	<u>(3,820,602)</u>
Net Position of governmental activities	<u><u>\$ 219,614,655</u></u>

City of Meridian, Idaho
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2023

	General	Capital Projects	Total Governmental Funds
Revenues			
Taxes	\$ 45,983,863	\$ -	\$ 45,983,863
Licenses and permits	11,038,830	-	11,038,830
Intergovernmental	18,456,373	-	18,456,373
Franchise fees	2,447,941	-	2,447,941
Fines and forfeitures	637,304	-	637,304
Charges for services	5,326,777	-	5,326,777
Interest	3,294,149	687,661	3,981,810
Miscellaneous	89,608	-	89,608
Donations	107,775	-	107,775
Impact revenues	9,633,342	-	9,633,342
Total revenues	97,015,962	687,661	97,703,623
Expenditures			
General government	12,725,228	-	12,725,228
Public safety	49,177,787	-	49,177,787
Parks and recreation	9,901,818	-	9,901,818
Community development services	6,888,263	-	6,888,263
Capital outlay	22,039,404	9,669,383	31,708,787
Debt service	332,030	-	332,030
Total expenditures	101,064,530	9,669,383	110,733,913
Excess of Revenues Over (Under) Expenditures	(4,048,568)	(8,981,722)	(13,030,290)
Other Financing Sources (Uses)			
Operating transfer in	3,369,332	3,647,538	7,016,870
Operating transfer out	(3,647,538)	-	(3,647,538)
Subscriptions	644,816	-	644,816
Unrealized gain (loss) on investments	304,989	70,293	375,282
Proceeds from sale of capital assets	39,055	-	39,055
Total other financing sources (uses)	710,654	3,717,831	4,428,485
Net Change in Fund Balances	(3,337,914)	(5,263,891)	(8,601,805)
Fund Balance, Beginning of Year	90,556,566	18,275,513	108,832,079
Fund Balance, End of Year	\$ 87,218,652	\$ 13,011,622	\$ 100,230,274

City of Meridian, Idaho

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental
Funds to the Statement of Activities
Year Ended September 30, 2023

Change in fund balance - total governmental funds \$ (8,601,805)

Amounts reported for *governmental activities* in the statement of net position are different because:

Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation and loss on sale of assets in the current period.

New capital	31,708,787	
Depreciation	(6,339,407)	
SBITA amortization	<u>(270,694)</u>	
Total		25,098,686

Capital assets contributed by citizens or developers are not a source of financial resources and thus, are not recognized in the governmental funds. 82,847

Some property tax revenue in the statement of activities does not provide current financial resources and is not reported as revenue in the governmental funds. 112,373

Expenditures (revenues) related to the net pension liability that do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. (5,780,625)

Expenditures related to the long-term portion of accrued vacation do not require the use of current financial resources and therefore are not reported as expenditures governmental funds. (368,232)

Debt Service Payments for principal payment are reported as expenditures in the governmental funds, but are not reported as expenses in the statement of activities.

Subscription principal payments	332,030
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The issuance of long-term debt provides current financial resources to governmental funds, but are not reported as revenues in the statement of activities resources of governmental funds.

Subscription proceeds	(644,816)
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Interest expense accrued but not paid reported in the statement of activities does not require the use of current financial resources and therefore is not reported as expenditures in governmental funds. (16,094)

Change in net position of governmental activities \$ 10,214,364

City of Meridian, Idaho
Statement of Net Position – Proprietary Fund
September 30, 2023

	Enterprise Fund Water and Sewer
Assets	
Current Assets	
Cash and cash equivalents	\$ 70,886,032
Investments	41,684,217
Receivables	
Accounts (net of \$30,000 allowance for uncollectibles)	4,647,847
Current portion of long-term receivable	36,816
Interest	398,523
Prepays	114,034
Total Current Assets	117,767,469
Noncurrent Assets	
Long-term notes receivable	264,394
Capital assets	
Land	6,249,313
Easements	20,126,576
Construction in progress	28,344,283
Buildings and improvements other than buildings	152,053,561
Sewer and water lines	279,166,333
Machinery and equipment	61,267,525
Less accumulated depreciation	(166,672,857)
Total Noncurrent Assets	380,799,128
Deferred outflow of resources	
Pension	3,176,856
Total Assets	\$ 501,743,453

City of Meridian, Idaho
Statement of Net Position – Proprietary Fund
September 30, 2023

	Enterprise Fund Water and Sewer
Liabilities and Net Position	
Current Liabilities	
Accounts payable	\$ 6,261,794
Accrued payroll and taxes	461,667
Accrued vacation - current portion	63,494
Customer deposits	1,185,061
Total Current Liabilities	7,972,016
Noncurrent Liabilities	
Accrued vacation - less current portion	571,450
Settlement payable	240,000
Pension payable	7,277,975
Advanced revenue	312,813
Total Noncurrent Liabilities	8,402,238
Deferred Inflow of Resources	
Pension	-
Total Deferred Inflow of Resources	-
Net Position	
Invested in capital assets	380,534,734
Unrestricted	104,834,465
Total Net Position	485,369,199
Total Liabilities and Net Position	\$ 501,743,453

City of Meridian, Idaho
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Fund
Year Ended September 30, 2023

	<u>Enterprise Fund Water and Sewer</u>
Operating Revenues	
Charges for services	
Water sales	\$ 10,675,905
Sewer sales	19,479,698
Other service revenues	610,457
Sale of meters	626,592
Trash billing service	1,356,780
Engineering fees	296,700
Miscellaneous	<u>5,323</u>
Total Operating Revenues	<u>33,051,455</u>
Operating Expenses	
Personnel services	13,266,885
Other services and charges	4,122,332
Depreciation	14,412,618
Supplies	3,860,849
Heat, lights and power	<u>1,922,099</u>
Total Operating Expenses	<u>37,584,783</u>
Operating Loss	<u>(4,533,328)</u>
Nonoperating Revenues (Expenses)	
Interest revenue	3,857,400
Connection assessment fees and donations	20,990,845
Loss on sale of fixed assets	(39,194)
Net gain in fair value of investments	<u>311,632</u>
Total Nonoperating Revenues (Expenses)	<u>25,120,683</u>
Income before contributions and transfers	20,587,355
Donated waterlines and sewerlines	18,832,070
Operating transfers out	<u>(3,369,332)</u>
Change in Net Position	36,050,093
Net Position, Beginning of Year	<u>449,319,106</u>
Net Position, End of Year	<u><u>\$ 485,369,199</u></u>

City of Meridian, Idaho
Statement of Cash Flows – Proprietary Fund
Year Ended September 30, 2023

	<u>Enterprise Fund Water and Sewer</u>
Operating Activities	
Receipts from customers and users	\$ 33,051,455
Receipts from customers deposits	(954,910)
Payments to suppliers	(9,196,125)
Payments to employees	<u>(12,186,001)</u>
Net Cash from Operating Activities	<u>10,714,419</u>
Noncapital Financing Activities	
Non-cash unrealized gains	311,632
Operating transfer to general fund	<u>(3,369,332)</u>
Net Cash used for Noncapital Financing Activities	<u>(3,057,700)</u>
Capital and Related Financing Activities	
Connection assessment fees	20,990,845
Receipts from note receivable	48,034
Net activity for the acquisition and disposal of capital assets	<u>(19,134,770)</u>
Net Cash from Capital and Related Financing Activities	<u>1,904,109</u>
Investing Activities	
Sales of investments	(1,240,817)
Interest received	<u>3,625,424</u>
Net Change from Investing Activities	<u>2,384,607</u>
Net Change in Cash and Cash Equivalents	11,945,435
Cash and Cash Equivalents, Beginning of Year	<u>58,940,597</u>
	<u><u>\$ 70,886,032</u></u>

City of Meridian, Idaho
Statement of Cash Flows – Proprietary Fund
Year Ended September 30, 2023

Reconciliation of Operating Loss to Net Cash from Operating Activities	
Operating loss	\$ (4,533,328)
Adjustments to reconcile operating loss to net cash from operating activities	
Depreciation	14,412,618
Pension expense	1,055,981
Changes in assets and liabilities	
Accounts receivable	(167,635)
Prepaid items	205,634
Accounts payable	671,156
Accrued payroll and taxes	24,901
Customer deposits	<u>(954,908)</u>
Net Cash from Operating Activities	<u><u>\$ 10,714,419</u></u>
Supplemental Disclosure of Cash Flow Information	
Developer and customer contributed sewer and water lines	\$ 18,832,070

City of Meridian, Idaho
Statement of Fiduciary Net Position
December 31, 2022

	Employee Benefit Plan Trust
Assets	
Cash	\$ 2,252,601
Rebates receivables	66,540
Prepaid expense	75,232
	<hr/>
Total current assets	2,394,373
	<hr/>
Liabilities	
Health claims incurred but not reported	398,015
	<hr/>
Total liabilities	398,015
	<hr/>
Fiduciary Net Position	<u>\$ 1,996,358</u>

City of Meridian, Idaho
Statement of Changes in Fiduciary Net Position
Year Ended December 31, 2022

	Employee Benefit Plan Trust
Additions	
Contributions	
Employer	\$ 6,839,934
Plan member	744,458
COBRA	70,101
Total contributions	7,654,493
Prescription rebates	301,861
Interest income	4,728
Total additions	7,961,082
Deductions	
Health claim benefits	6,270,790
Change in health claims incurred but not paid	3,507
Stop loss premiums	509,937
Administrative expenses	478,465
Total deductions	7,262,699
Change in Fiduciary Net Position	698,383
Fiduciary Net Position, Beginning of Year	1,297,975
Fiduciary Net Position, End of Year	\$ 1,996,358

Note 1 - Summary of Significant Accounting Policies

The City of Meridian, Idaho (the City) was incorporated August, 1903. The City operates under a mayor and council form of government and provides the following services as authorized by its charter; public safety (police and fire), community planning and development, parks and recreation, general administrative services, and water and sewer service.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to generally accepted accounting principles applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing government accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

Financial Reporting Entity

As required by generally accepted accounting principles, these basic financial statements present the City in conformance with GASB.

Component units are organizations that are included in the reporting entity because of the significance of their operational or financial relationships with the City and are legally separate organizations for which the City is financially accountable. The component unit column in the combined financial statements is the financial data of the City's single component unit, the Meridian Development Corporation (MDC). MDC is a separate and distinct legal entity created by state statute. The directors of MDC are appointed by the Mayor and approved by the City Council. MDC promotes downtown development services for the citizens of the City. Complete financial statements can be obtained from the City of Meridian Division of Financial Management, 33 East Broadway Avenue, Meridian, Idaho.

The City of Meridian Employee Benefit Plan Trust (the Trust) is reported as a Fiduciary Activity of the City. The Trust reports under GASB standards in the same manner as the City. The Trust uses a calendar year basis as its fiscal year and the most recent audited financial statements are presented as part of this financial statement (fiscal year ended December 31, 2022).

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. The effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities which rely, to a significant extent, on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include; charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds;

General Fund - The General Fund is the general operating fund of the City. It is used for all financial resources except those required to be accounted for in another fund.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds).

The City reports the following major proprietary fund;

Enterprise Fund – The Enterprise Fund is used to account for water, sewer, and trash operations financed and operated in a manner similar to private business. The intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Additionally, the governing body may have decided that periodic determination of revenues earned, expenditures incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

The City reports the following other fund types;

Fiduciary Fund – The Employee Benefit Plan Trust is used to account for the City’s self-insured health insurance. Plan assets are dedicated to providing health benefits to current employees.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between various functions of the government when elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and products and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the City’s enterprise funds are charges for services to customers for water and sewer sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses, such as fees property owners pay to connect to the utility system, not meeting this definition are reported as non-operating revenues and expenses.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the City considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Property Taxes Receivable

Within the governmental fund financial statement, property taxes are recognized as revenue when the amount of taxes levied is measurable, and proceeds are available to finance current period expenditures.

Available tax proceeds include property tax receivables expected to be collected within sixty days after year end. Property taxes attach as liens on properties on January 1, and are levied in September of each year. Tax notices are sent to taxpayers during November, with tax payments scheduled to be collected on or before December 20. Taxpayers may pay all or one half of their tax liability on or before December 20, and if one half of the amount is paid, they may pay the remaining balance by the following June 20. Since the City is on a September 30 fiscal year end, property taxes levied during September for the succeeding year's collection are recorded as deferred inflow of resources at the City's year end and recognized as revenue in the following fiscal year. Ada County bills and collects taxes for the City.

Customer Services Receivable

Amounts owed to the City for customer services are due from area residents and businesses and relate to water, sewer and trash services provided by the City. The receivable is reported net of an allowance for uncollectible accounts. An allowance is reported when accounts are proven to be uncollectible. The allowance for uncollectible accounts was \$30,000 as of September 30, 2023.

Deposits and Prepaid Expenses

Deposits and prepaid expenses consist of deposits paid by developers for various improvements as well as payments to vendors that reflect costs applicable to future accounting periods and are reported as prepaid expenses.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., parks, wells, water and sewer lines and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the government as assets with an initial individual cost of \$50,000 and over for machinery and equipment, \$100,000 for intangibles, \$250,000 and over for buildings, land improvements, and infrastructure, and an estimated useful life in excess of three years. Land acquisitions regardless of cost are recorded as capital assets. All material fixed assets are valued at cost. Donated fixed assets are valued at their acquisition value on the date donated.

GASB requires the City capitalize and report intangible assets which includes the City's easement amounts. To value easements, the City uses the summation method, which closely looks at the impact of an easement on the total property value. The percentages agreed to are 26% for sewage and 10% for subsurface, resulting in an average easement assessment percentage of 18%.

Depreciation is recorded by use of the straight-line method. The book value of each asset is reduced by equal amounts over its estimated useful life as follows:

	<u>Estimated Useful Life (Years)</u>
Buildings	30
Sewer plant	25
Sewer and water lines	50
Improvements other than buildings	10-50
Equipment and software	5-20
Public domain infrastructure	25

Maintenance, repairs, and minor renewals are charged to operations as incurred. When an asset is disposed of, accumulated depreciation is deducted from the original cost and any gain or loss arising from its disposal is credited or charged to operations.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest costs incurred during construction of capital assets of business-type activities are capitalized when they are material. No interest costs were included as part of the cost of capital assets under construction in the current year.

As of September 30, 2023, no capital assets were considered to be impaired, and no impairment loss was recognized for the year ended September 30, 2023.

Subscription Based Information Technology Arrangements (SBITA)

Right to use subscription IT assets are recognized at the subscription commencement date and represent the City's right to use the underlying IT asset for the subscription term. Right to use subscription IT assets are measured in the initial value of the subscription liability plus any payments made to the vendor at the commencement of the subscription term, less any subscription incentives received from the vendor at or before the commencement of the subscription term, plus any capitalizable initial implementation costs necessary to place the subscription asset into service. Right to use subscription IT assets are amortized over the shorter of the subscription term or useful life of the underlying asset using the straight-line method. The amortization periods range from 3-5 years.

Vacation Payable

The City provides vacation and sick leave to its full-time employees. Earned vacation is paid to employees when taken or paid to employees or beneficiaries upon the employees' termination, retirement or death. The City does not pay earned sick pay upon the employees' termination, retirement or death for non-union employees. The Fire Department union members are paid ten percent of their sick leave accrual upon the employees' voluntary termination, 25% upon employees' retirement, and 100% upon employees' death. The amount of unused vacation accumulated by City employees is accrued as an expense when incurred in the Proprietary Fund, which uses the accrual basis of accounting. In the Governmental Funds, only the amount that normally

would be liquidated with expendable available financial resources is accrued as current year expenditures. Unless it is anticipated that compensated absences will be used in excess of a normal year's accumulation, no additional expenditures are accrued.

Subscription Based Information Technology Arrangements (SBITA)

Subscription Liabilities represent the City's obligation to make subscription payments arising from the subscription contract. Subscription liabilities are recognized at the subscription commencement date based on the present value of future subscription payments expected to be made during the subscription term. The present value of the subscription payments are discounted on a borrowing rate determined by the City.

Deferred Outflows/Inflows of Resources

The statement of net position includes a separate section for deferred outflows of resources. The separate financial statement element represents a consumption of net position that applies to future period(s) and will not be recognized as an outflow of resources (expense) until then. The City's deferred outflow of resources is its pension obligation. The pension obligation is the difference between projected and actual investment earnings, the changes in assumptions, the change the City's proportionate share of the City's net pension liability, and the contributions subsequent to the measurement date of the City's net pension liability.

In addition to the liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future period(s) and will not be recognized as an inflow of resources (revenue) until then. The City has two items that currently qualify for reporting in the category: the deferred pension obligation and amounts relating to the opioid settlement. The employer deferred pension obligation results from the difference between the expected and actual experience of the pension plan and the net difference between projected and actual investment earnings on the pension plan investments. Opioid settlement amounts are recognized as a deferred inflow of resources until such time an eligible expenditure is incurred.

Advanced Revenue

The City reports advanced revenues on its Statement of Net Position and Fund Balance Sheet. Advanced revenues arise when resources are received by the City before it has a legal claim to them, as when grant monies are received prior to the occurrence of qualifying expenditures. In subsequent periods, when the City has a legal claim to the resources, the liability for advanced revenue is removed from the balance sheet and the revenue is recognized.

Pensions

For purposes of measuring the net pension liability and pension expense offset, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from the Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position

For government-wide reporting as well as in the proprietary fund, the difference between assets and deferred outflows of resources less liabilities and deferred inflows or resources is called net position. Net position is comprised of three components: investment in capital assets, restricted and unrestricted.

Net investment in capital assets – consists of capital assets, net of accumulated depreciation and liability amounts relating to the subscription liabilities.

Restricted net position – consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets, if applicable. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislature.

Unrestricted net position – consists of the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that does not meet the definition of the two preceding categories.

The City may fund outlays for a particular purpose from both restricted and unrestricted sources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, as flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balances

Fund balance of governmental funds is reported in various categories based on the nature of any limitation requiring the use for specific purposes. Fund balances in the governmental balance sheet are categorized as follows:

Non-spendable - when the resources cannot be spent because they are either legally or contractually required to be maintained intact, or are in a non-spendable form such as inventories, prepaid accounts, and assets held for resale.

Restricted - when the constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments: or (b) imposed by law through constitutional provisions or enabling legislation.

Committed - when the City Council passes an ordinance or resolution that places specific constraints on how the resources may be used. The City Council can modify or rescind the ordinance or resolution at any time through passage of an additional ordinance or resolution, respectively.

Assigned - when it is intended for a specific purpose and the authority to "assign" is delegated to the City's Chief Financial Officer.

Unassigned - fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been restricted, committed, assigned, or deemed as non-spendable within the General Fund. This classification is also used to report any negative fund balance amounts in other governmental funds.

The City Council adopted a Fund Balance Policy that establishes a practice of reserving four months of the current year budget of personnel and recurring annual operating costs as minimum fund balance needed to ensure sufficient cash flow to meet the City's obligations. This reserve will be in the unassigned fund balance. This policy also recommends a spending order of restricted, committed, assigned and then unassigned unless Council approves otherwise.

Risk Management

The City is exposed to various risks of loss related to theft of, damage to, or destruction of assets. The City participates in a public entity risk pool, Idaho Counties Risk Management Pool (ICRMP), for liability, medical and disability insurance. The City's exposure to loss from its participation in ICRMP is limited only to the extent of their deductible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

Implementation of GASB Statement No. 96

As of October 1, 2022, the City adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITAs)*. The implementation of this standard establishes that a SBITA results in a right to use subscription IT asset-an intangible asset – and a corresponding liability. The standard provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA. The statement requires recognition of certain SBITA assets and liabilities for SBITAs that previously were recognized as outflows or resources based on the payment provision of the contract. As a result of implementing this standard the City recognized a right to use a subscription asset and subscription liability of \$644,816 as of September 30, 2023. As a result of these adjustments there was no effect on beginning net position. The additional disclosures required by this standard are included in Note 5.

Note 2 - Cash and Investments

Cash and investments as of September 30, 2023 are classified in the accompanying financial statements as follows:

Cash and cash equivalents	\$ 141,642,396
Cash and cash equivalents - restricted	<u>18,045,809</u>
Total cash and cash equivalents	<u>\$ 159,688,205</u>
Investments	\$ 66,729,526
Investments - restricted	<u>2,191,997</u>
Total Investments	<u>\$ 68,921,523</u>
Cash - fiduciary activities	<u>\$ 2,252,601</u>
Total cash - fiduciary activities	<u>\$ 2,252,601</u>

Investments Authorized by the State of Idaho and the City of Meridian’s Investment Policy

Investment types that are authorized for the City of Meridian by the Idaho Code and the City’s investment policy are as follows:

1. Local, State and U.S. Agency Bonds
2. U. S. Agency Securities
3. Certificates of Deposit

The City also participates in the State of Idaho Local Investment Pool (LGIP) and the State of Idaho Diversified Bond Fund (DBF). Both the LGIP and the DBF are regulated by Idaho Code under the oversight of the Treasurer of the State of Idaho. The Pools are not registered with the Securities and Exchange Commission or any other regulatory body. The State Treasurer does not provide any legally binding guarantees to support the value of the shares to participants.

The LGIP is a low risk investment pool with high liquidity. Therefore, the City’s investment in the pool is reported as a cash equivalent in the accompanying financial statements as it does not meet the definition of an investment. The LGIP is not currently rated by a nationally recognized rating agency. The funds are invested in short-term investments in the priority order of safety, liquidity, and yield.

The DBF invests in longer term investment vehicles with higher returns over time than the LGIP. The DBF is not currently rated by a nationally recognized rating agency. However, the investment guidelines require that funds be invested in high quality securities that provide a high level of return, with a reasonable level of risk while meeting or exceeding the Barclay’s Capital Intermediate A+ Aggregate Fixed Income Index. The City invests money in the DBF that it does not expect to need within the next three to five years. The City’s investment in the DBF is reported based on its pro-rata share of the fair market value provided by the fund for the entire portfolio.

Fair Value Hierarchy

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset’s fair value. The following provides a summary of the hierarchy used to measure fair value.

- Level 1 – Inputs are quoted prices in active markets for identical assets.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability either directly or indirectly, including quoted prices for similar assets or liabilities.
- Level 3 – Valuations derived from valuation techniques in which significant valuation drivers are observable.

The City’s investment at September 30, 2023 are valued using the net assets value (NAV) per share, as noted below. Investments valued using the NAV generally do not have readily obtainable market values and are instead valued based on the City’s pro-rata share of the pool’s fair value of the underlying assets.

Investments measured at the net asset value (NAV)

State of Idaho Diversified Bond Fund (DBF)	\$ 68,921,523
Total investments at NAV	\$ 68,921,523

Oversight for the Diversified Bond Fund is with the Idaho State Treasurer and Idaho Code, which defines allowable investments. In general, the investment guidelines require that funds be invested in high quality securities in a manner that provides higher total return than the shorter pools given a reasonable level of risk measured over a long period.

Securities in DBF are shared positions valued at current market values. The City values these investments based on information provided by the State of Idaho Treasurer’s Office. The following table presents the unfunded commitments, redemption frequency and the redemption notice period for the City’s investments measured at the NAV:

Investments Measured at the NAV				
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
State of Idaho Diversified Bond Fund (DBF)	\$ 68,921,523	None	Monthly	5-25 days

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. This risk can be managed using a calculation called duration that uses various inputs such as yield and years until maturity to estimate interest rate risk. Generally, the higher the duration number, the higher the risk. The City manages exposure to interest rate risk by purchasing a combination of long and short-term investments. The City manages the portfolio so it is not necessary to sell securities before maturity. The City’s policy does not limit the duration of the investments.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Duration</u>
Idaho Diversified Bond Fund (DBF)	\$ 68,921,523	not rated	2.86
Idaho Local Government Investment Pool (LGIP)	143,036,392	not rated	0.33 years
Money market funds	2,753,419	not rated	
Other cash amounts	<u>13,898,394</u>		
 Total cash and investments	 <u>\$ 228,609,728</u>		

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City’s investment policy is consistent with the State Code related to credit risk.

Concentration of Credit Risk

When investments are concentrated in one issuer this concentration represents increased risk of potential loss. The GASB has adopted a principal that governments should provide note disclosure when five percent of the entity’s total investments are concentrated in any one issuer. Investments in obligations specifically guaranteed by the U.S. Government, mutual funds, and other pooled investments are exempt from disclosure. The City’s investment policy has no limitations on the amount that can be invested in any one issuer.

Other than State Investment Pools, no single issuer exceeded 5% or more of the City’s total investments.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party. The custodial credit risk for investments is the risk that in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

At year end, the carrying amount of the City’s cash deposits was \$159,688,206 and the bank balance was \$160,076,622. Of the bank balance \$250,000 was covered by federal depository insurance, \$2,753,419 was collateralized with securities held at the Federal Home Bank of Seattle for First Interstate Bank and pledged to the City of Meridian, \$143,036,392 was held by the State of Idaho Local Group Investment Pool, and the remainder of the City’s deposits of \$14,224,193 with First Interstate Bank are secured in an undivided collateral pool for public agencies.

It is the City’s policy to minimize exposure to custodial credit risk with investments by requiring that to the extent possible they be identified as to City of Meridian ownership and be held in the City’s name. The City further reduces risk by confining investments to insured levels in any one institution.

Note 3 - Due from Other Governmental Units

The following summarizes the intergovernmental receivables at September 30, 2023:

State of Idaho	
State Liquor Dispensary	\$ 413,105
State Tax Commission	3,677,990
Idaho Transportation Department	11,900
Idaho Attorney General	49,254
Federal agencies	209,870
Other Governmental Agencies	
West Ada School District	3,313
Meridian Rural Fire District	397,985
Ada County	<u>110,326</u>
Total Due from Other Governmental Units	<u>\$ 4,873,743</u>

Note 4 - Note Receivable

In December 2014, the City entered into an agreement to annex the homes in a subdivision outside of city limits and provide them with water and sewer service. The subdivision had a utility district, Meridian Heights Water and Sewer District (MHWS), which was dissolved in December 2014 upon approval from the District Court. All assets and liabilities of MHWS were transferred to the City at that time, including MHWS’s debt of \$1,280,294, which is being repaid to the City by the former members of MHWS over a period of 20 years at an interest rate of 3.5% as follows:

	Beginning Balance as of Oct 1, 2022	Interest and Adjustments	Payments	Ending Balance as of Sep 30, 2023
Long-term note receivable	\$ 349,244	\$ 11,786	\$ (59,820)	\$ 301,210

The following represents future expected receipts from the note receivable amount:

<u>Fiscal Years</u>	<u>Annual Payment</u>
2024	\$ 36,816
2025	36,816
2026	36,816
2027	36,816
2028	36,816
2029 - 2031	<u>117,130</u>
Total	<u>\$ 301,210</u>

Note 5 - Capital Assets

Changes to capital assets are as follows:

Governmental Activities	Balance Oct. 1, 2022	Additions	Deletions	Transfers	Balance Sept. 30, 2023
Capital assets, not depreciated					
Land	\$ 30,305,124	\$ -	\$ -	\$ -	\$ 30,305,124
Easements	749,317	82,847	-	-	832,164
Construction in progress	16,064,385	16,148,292	-	(4,662,766)	27,549,911
Total capital assets, not depreciated	<u>47,118,826</u>	<u>16,231,139</u>	<u>-</u>	<u>(4,662,766)</u>	<u>58,687,199</u>
Capital assets, depreciated					
Buildings	53,316,583	10,528,284	-	4,114,683	67,959,550
Improvements other than buildings	53,763,373	919,179	-	367,055	55,049,607
Internally developed software	514,166	-	-	-	514,166
Equipment	21,210,982	4,174,656	181,453	181,028	25,385,213
Total capital assets, depreciated	<u>128,805,104</u>	<u>15,622,119</u>	<u>181,453</u>	<u>4,662,766</u>	<u>148,908,536</u>
Less accumulated depreciation for					
Buildings	18,912,698	1,871,504	-	-	20,784,202
Improvements other than buildings	24,215,022	2,517,579	-	-	26,732,601
Internally developed software	330,792	92,769	-	-	423,561
Equipment	14,703,517	1,857,555	181,453	-	16,379,619
Total accumulated depreciation	<u>58,162,029</u>	<u>6,339,407</u>	<u>181,453</u>	<u>-</u>	<u>64,319,983</u>
Total net capital assets, depreciated	<u>70,643,075</u>	<u>9,282,712</u>	<u>-</u>	<u>-</u>	<u>84,588,553</u>
Governmental activities capital assets, net	<u>\$ 117,761,901</u>	<u>\$ 25,513,851</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 143,275,752</u>

City of Meridian, Idaho
Notes to Financial Statements
September 30, 2023

Business-Type Activities	Balance Oct. 1, 2022	Additions	Deletions	Transfers	Balance Sept. 30, 2023
Capital assets, not depreciated					
Land	\$ 6,249,313	\$ -	\$ -	\$ -	\$ 6,249,313
Easements	10,087,701	10,038,875	-	-	20,126,576
Construction in progress	<u>20,163,489</u>	<u>15,172,988</u>	<u>-</u>	<u>(6,992,194)</u>	<u>28,344,283</u>
Total capital assets, not depreciated	<u>36,500,503</u>	<u>25,211,863</u>	<u>-</u>	<u>(6,992,194)</u>	<u>54,720,172</u>
Capital assets, depreciated					
Buildings and improvements other than buildings	152,053,561	-	-	-	152,053,561
Sewer and water lines	265,371,587	11,924,473	31,315	1,901,588	279,166,333
Machinery and equipment	<u>55,367,506</u>	<u>822,625</u>	<u>13,212</u>	<u>5,090,606</u>	<u>61,267,525</u>
Total capital assets, depreciated	<u>472,792,654</u>	<u>12,747,098</u>	<u>44,527</u>	<u>6,992,194</u>	<u>492,487,419</u>
Less accumulated depreciation for					
Buildings and improvements other than buildings	54,253,186	6,810,039	-	-	61,063,225
Sewer and water lines	64,496,104	5,495,363	-	-	69,991,467
Machinery and equipment	<u>33,524,161</u>	<u>2,107,216</u>	<u>13,212</u>	<u>-</u>	<u>35,618,165</u>
Total accumulated depreciation	<u>152,273,451</u>	<u>14,412,618</u>	<u>13,212</u>	<u>-</u>	<u>166,672,857</u>
Total net capital assets, depreciated	<u>320,519,203</u>	<u>(1,665,520)</u>	<u>31,315</u>	<u>6,992,194</u>	<u>325,814,562</u>
Business-type activities capital assets, net	<u>\$ 357,019,706</u>	<u>\$ 23,546,343</u>	<u>\$ 31,315</u>	<u>\$ -</u>	<u>\$ 380,534,734</u>

Depreciation expense was charged to functions/programs of the City as follows:

Governmental activities	
General government	\$ 1,374,040
Public safety	2,157,773
Parks and recreation	<u>2,807,594</u>
Total depreciation expense - governmental activities	<u>\$ 6,339,407</u>
Business-type activities	
Water and Sewer	<u>\$ 14,412,618</u>
Total depreciation expense - business-type activities	<u>\$ 14,412,618</u>

Subscription-Based Information Technology Arrangements (SBITA's)

The City has entered into three SBITA contracts for fleet management and office software. The City is required to make principal and interest payments through September 2025. The SBITA contracts have interest rates between 5.95% and 5.99%.

	Restated Balance Oct. 1, 2022	Additions	Deletions	Transfers	Balance Sept. 30, 2023
Right to use Subscription					
IT Assets Being Amortized	\$ 644,816	\$ -	\$ -	\$ -	\$ 644,816
Less Accumulated Amortization	-	(270,694)	-	-	(270,694)
Net right to use subscription IT assets	<u>\$ 644,816</u>	<u>\$ (270,694)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 374,122</u>

Amortization expense for the year ended September 30, 2023 was charged to the following functions/programs:

Administration	<u>\$ 270,694</u>
Total amortization expense	<u><u>\$ 270,694</u></u>

Note 6 - Interfund Balances and Transfers

The following transfers were made for the purpose of funding operations:

	Transfer In		Total
	General Fund	Capital Projects Fund	
Transfer out			
General fund	\$ -	\$ 3,647,538	\$ 3,647,538
Enterprise fund	3,369,332	-	3,369,332
Total transfers	<u>\$ 3,369,332</u>	<u>\$ 3,647,538</u>	<u>\$ 7,016,870</u>

The transfer from the enterprise fund to the general fund was related to personnel and operating costs that were paid by the general fund during FY2023. The transfer from the general fund to the capital projects fund includes \$3,647,538 from the excess of building permit revenues from prior year.

Note 7 - Changes in Long-Term Obligations

The following is a summary of changes in long-term obligations of the City for the year ended September 30, 2023:

	Restated Balance Oct.1, 2022	Obligation Issued	Obligation Retired	Balance Sept. 30, 2023	Due Within One Year
Governmental Activities					
Accrued vacation	\$ 3,452,370	\$ 4,187,515	\$ 3,819,283	\$ 3,820,602	\$ 477,559
Right to use subscription IT liability	644,816	-	(332,030)	312,786	312,786
	<u>\$ 4,097,186</u>	<u>\$ 4,187,515</u>	<u>\$ 3,487,253</u>	<u>\$ 4,133,388</u>	<u>\$ 790,345</u>
Business-Type Activities					
Accrued vacation	\$ 553,683	\$ 598,193	\$ 516,932	\$ 634,944	\$ 63,493
Settlement payable	240,000	-	-	240,000	240,000
	<u>\$ 793,683</u>	<u>\$ 598,193</u>	<u>\$ 516,932</u>	<u>\$ 874,944</u>	<u>\$ 303,493</u>

Note 8 - Fund Balances – Governmental Funds

	Balance Oct. 1, 2022	Net Change	Balance Sept. 30, 2023
Fund Balances			
Nonspendable			
Prepays	\$ 4,464,938	\$ (4,421,535)	\$ 43,403
Inventory for Lakeview Golf Course	67,861	25,908	93,769
Restricted			
Impact fund	6,656,787	10,022,146	16,678,933
Impact fund budget carryforward	15,364,327	(12,217,133)	3,147,194
Grant fund	1,289	(2)	1,287
Committed			
Capital projects fund	4,396,639	6,099,397	10,496,036
Capital projects budget carryforward	13,192,326	(10,676,740)	2,515,586
Public safety fund	3,786,381	2,244,088	6,030,469
Public safety budget carryforward	734,164	(734,164)	-
Assigned			
General fund budget carryforward	13,317,267	(4,215,749)	9,101,518
Capital Improvement Plan	16,000,000	4,000,000	20,000,000
Comm. Dev. excess revenue transfer	3,671,538	472,588	4,144,126
Operating reserve	20,986,188	(1,600,076)	19,386,112
Emergency reserve	4,840,878	1,386,994	6,227,872
Unassigned	1,351,496	1,012,473	2,363,969
Total fund balances	<u>\$ 108,832,079</u>	<u>\$ (8,601,805)</u>	<u>\$ 100,230,274</u>

Note 9 - Defined Benefit Pension Plan

Plan Description

The City contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of June 30, 2023, it was 7.16% for general employees and 9.13% for police and firefighters. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. On July 1, 2023, the rate decreased for general employees to 6.71% and the rate for police and fire increased to 9.83%. For employer contributions, on July 1, 2023, the employer contribution rate decreased for general employees to 11.18% and increased for police and fire to 13.26%. The City's contributions were \$5,664,471 for the year ended September 30, 2023.

Pension Liabilities (Assets), Pension Expense (Expense Offset), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2023, the City reported a liability its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2023, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2023, the City's proportion was 1.07279264 percent compared to 0.99154416 percent at June 30, 2022.

For the year ended September 30, 2023, the City recognized pension expense of \$6,755,344. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 7,338,236	\$ -
Changes in assumptions or other inputs	4,239,252	-
Net difference between projected and actual earnings on pension plan investments	4,018,500	-
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate	1,625,611	-
City contributions subsequent to the measurement date	1,465,785	-
 Total	 \$ 18,687,384	 \$ -

The City reported \$1,465,785 as deferred outflows of resources related to the pension resulting from Employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension asset in the year ending September 30, 2024.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2022, the beginning of the measurement period ended June 30, 2023, is 4.4 years.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (expense offset) as follows:

Years Ended September 30,		
2024	\$	6,174,368
2025		3,088,173
2026		8,477,766
2027		(518,708)

Components of Net Pension Liability

The net pension liability is calculated using a discount rate of 6.35%, which is the expected rate of return on investments reduced by investment expenses. The net pension liability was determined by an actuarial valuation as of July 1, 2023, applied to all prior periods included in the measurement. Actuarial valuation involves estimates of the reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the net pension asset are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. Economic assumptions were studied in an experience study performed for the period 2015 through 2020. Demographic assumptions, including mortality were studied for the period 2015 through 2020.

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability (asset) in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30 %
Salary increases, including inflation	3.05 %
Investment rate of return	6.35 %, net of pension plan investment expenses
Cost-of-living (COLA) adjustments	1.00 %

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2021.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males	Pub-2010 General Tables, increased 11%.
General Employees and All Beneficiaries - Females	Pub-2010 General Tables, increased 21%.
Teachers - Males	Pub-2010 Teacher Tables, increased 12%.
Teachers - Females	Pub-2010 Teacher Tables, increased 21%.
Fire & Police - Males	Pub-2010 Safety Tables, increased 21%.
Fire & Police - Females	Pub-2010 Safety Tables, increased 26%.
	5% of Fire and Police active member deaths are assumed to be duty related. This assumption was adopted July 1, 2021.
Disabled Members - Males	Pub-2010 Disabled Tables, increased 38%.
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. The assumptions and the System’s formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of PERSI’s assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Cash	0.00%	0.00%
Large Cap	18.00%	4.50%
Small/Mid Cap	11.00%	4.70%
International Equity	15.00%	4.50%
Emerging Markets Equity	10.00%	4.90%
Domestic Fixed	20.00%	-0.25%
TIPS	10.00%	-0.30%
Real Estate	8.00%	3.75%
Private Equity	8.00%	6.00%

Discount Rate

The discount rate used to measure the total pension liability (asset) was 6.35%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset). The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of The Employer's Proportionate Share of The Net Pension Liability (Asset) To Changes In The Discount Rate.

The following presents the Employer's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.35 percent, as well as what the Employer's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net pension liability (asset)	<u>\$ 76,998,461</u>	<u>\$ 42,811,620</u>	<u>\$ 14,870,288</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Payables to The Pension Plan

At September 30, 2023, the City reported payables to the defined benefit pension plan of \$502,769 for legally required employer contributions and \$342,815 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Note 10 - Other Commitments

The City had the following commitments at September 30, 2023:

Commitments	Amount
Buildings & Structures	\$ 6,913,581
Parks/Pathways Construction & Improvements	3,372,933
Wastewater Treatment Plant Improvements	16,497,117
Water/Sewer Line Improvements	5,003,044
Well Improvements	10,111,056
Total Commitments	\$ 41,897,731

Note 11 - Contingent Liabilities

The City has been named as a defendant in various legal actions, the results of which are not presently determinable, except as described below. However, in the opinion of the City Attorney, the amount of losses that might be sustained, if any, would not materially affect the City's financial position.

Under the terms of federal and state grants, periodic audits are required and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Any disallowed claims, including amounts already collected, could become a liability of the City. City management believes disallowances, if any, will not be material.

In 2006, the City entered into an agreement with a developer to jointly provide water and sewer services for a subdivision under development (Bittercreek Meadows Subdivision Homeowners Association), outside the City limits. The developer put in a well and turned it over to the City so that homeowners could connect to the City water system. Since the development did not grow beyond 24 lots the City was not able to provide sewer and water services. In 2011, the agreement was nullified and the City paid damages to the developer, reimbursed the existing homeowners for their cost to connect to City water, deeded back the well, the well lot, a lift station lot, and land easements to the homeowners.

In 2014, the City of Meridian entered into a Settlement and Mutual Release Agreement with Bittercreek Meadows Subdivision Homeowners Association in which the City agreed to connect 24 lots to the City of Kuna's wastewater treatment plant. The cost to do this is not known since it is dependent on development of adjoining vacant land but an estimated cost of \$240,000 was recorded and is reflected in the Statement of Net Position for our Proprietary Fund.

Note 12 - Related Party

The City partners with Meridian Development Corporation (MDC) for various downtown improvements. During the year ended September 30, 2023, MDC agreed to contribute \$10,000 for Concerts on Broadway.

Note 13 - Component Unit

The Meridian Development Corporation (MDC) is created by and exists under the Idaho Urban Renewal Law of 1965, as amended, and is a separate legal entity. In July 2016, the City approved the establishment of MDC's second district, known as the Ten Mile District. A third district was established in June 2020, known as Union Block District. In December 2021, the City approved the establishment of a fourth district known as the Northern Gateway District and in December 2021 a fifth district was established known as the Linder District.

MDC – Cash and Cash Equivalents

As of September 30, 2023, the account balance of the checking account was \$8,192,851. \$7,931,092 was uninsured and uncollateralized as of September 30, 2023. Cash is held in the custody of Washington Trust Bank in MDC's name.

MDC – Capital Assets

Changes to capital assets are as follows:

	Balance <u>Oct. 1, 2022</u>	Additions	Deletions	Transfers	Balance <u>Sept. 30, 2023</u>
Governmental Activities					
Capital assets, not depreciated					
Land	\$ 672,384	\$ -	\$ -	\$ -	\$ 672,384
Total capital assets, not depreciated	<u>672,384</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 672,384</u>
Capital assets, depreciated					
Equipment	-	-	-	-	-
Intangibles	140,547	-	-	-	140,547
Total capital assets, depreciated	<u>140,547</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>140,547</u>
Less accumulated depreciation for					
Equipment	-	-	-	-	-
Intangibles	(140,547)	-	-	-	(140,547)
Total accumulated depreciation	<u>(140,547)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(140,547)</u>
Total net capital assets, depreciated	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Governmental activities capital assets, net	<u>\$ 672,384</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 672,384</u>

MDC – Commitments and Contingencies

On February 8, 2017, amended on March 13, 2017, and amended on December 15, 2021, MDC entered into a Owner Participation Agreement with Ten Mile Crossing, Inc., Brighton Corporation, SCS Brighton LLC, Brighton Investments LLC, SCS Investments LLC, and SBG Ten Mile Office No. 1, LLC (the Ten Mile Developers) to carry out the approved urban renewal plan. This agreement contemplates that the Ten Mile Developers will develop the property by constructing private improvements. Eligible public improvements are to be constructed in phases and reimbursed from future tax increment revenues. As of September 30, 2023, the Ten Mile Developers have incurred life-to-date eligible expenses and requested reimbursements totaling \$5,047,471. Of this amount, \$1,337,587 was paid by MDC in fiscal year 2023 and \$2,811,416 was paid by MDC in prior fiscal years. The remaining amount of \$898,468 is to be paid, contingent upon the future receipt of tax increment.

On January 26, 2022, MDC entered into a Development Agreement with East Broadway Investment Company, LLC (the Union Developers) to carry out the approved urban renewal plan. This agreement contemplates that the Union Developers will develop the property by constructing private improvements. Eligible public improvements are to be constructed in phases and reimbursed from future tax increment revenues. As of September 30, 2023, the Union Developers have incurred life-to-date eligible expenses and requested reimbursements totaling \$750,000. Of this amount, no amount was paid by MDC in fiscal year 2023. The remaining amount of \$750,000 is to be paid, contingent upon the future receipt of tax increment.

On October 10, 2018, amended on April 28, 2021, MDC entered into a Development Agreement with Novembrewhisky Properties, LLC, Pacific West Communities, Inc., and Pacific West Builders, Inc. (the Old City Hall Developers) to carry out the approved urban renewal plan. This agreement contemplates that the Old City Hall Developers will develop the property by constructing private improvements. Eligible public improvements are to be constructed in phases and reimbursed from future tax increment revenues. As of September 30, 2023, the Old City Hall Developers have incurred life-to-date eligible expenses and requested reimbursements totaling \$678,000. Of this amount, \$60,304 was paid by MDC in fiscal year 2023 and \$23,673 was paid by MDC in prior fiscal years. The remaining amount of \$594,023 is to be paid, contingent upon the future receipt of tax increment.

On January 8, 2020, amended on August 1, 2020, MDC entered into a Development Agreement with RWP/Meridian, LLC and MKA, LLC (the Bower Street Developers) to carry out the approved urban renewal plan. This agreement contemplates that the Bower Street Developers will develop the property by constructing private improvements. Eligible public improvements are to be constructed in phases and reimbursed from future tax increment revenues. As of September 30, 2023, the Bower Street Developers have incurred life-to-date eligible expenses and requested reimbursements totaling \$224,000. Of this amount, \$28,391 was paid by MDC in fiscal year 2023. The remaining amount of \$195,609 is to be paid, contingent upon the future receipt of tax increment.

Note 14 - Subsequent Events

Subsequent to year end, the City entered into a contract agreement for new HR, Payroll and Time Keeping software, two new City Council members were elected, and the City approved the acceptance of the federal program, the SAFER grant for approximately \$8.1 million.



Required Supplementary Information
September 30, 2023

City of Meridian, Idaho

City of Meridian, Idaho
 Schedule of Employer's Share of Net Pension Liability (Asset) and Employer Contributions
 Year Ended September 30, 2023

	Schedule of Employer's Share of Net Pension Liability (Asset) PERSI - Base Plan Last 10 - Fiscal Years									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Employer's portion of net pension liability (asset)	0.0107279264	0.0099154416	(0.99528992%)	0.95173640%	0.91855720%	0.86932910%	0.83853670%	0.83279220%	0.83092250%	0.78774420%
Employer's proportionate share of the net pension liability (asset)	\$ 42,811,620	\$ 39,054,528	\$ (786,060)	\$ 22,100,578	\$ 10,485,074	\$ 12,822,757	\$ 13,180,357	\$ 16,881,978	\$ 10,941,899	\$ 5,799,030
Employer's covered payroll	45,935,142	39,201,449	37,294,313	34,691,943	31,370,306	28,067,928	26,158,967	24,506,473	23,418,704	21,670,660
Employer's proportional share of the net pension liability (asset) as a percentage of its covered payroll	93.20%	99.63%	(2.11%)	63.71%	33.42%	45.68%	50.39%	68.89%	46.72%	26.76%
Plan fiduciary net position as a percentage of the total pension liability (asset)	83.83%	83.09%	(100.36%)	88.22%	93.79%	91.69%	90.68%	87.26%	91.38%	94.95%

Data reported is measured at the measurement date which is as of June 30 of each year.

City of Meridian, Idaho
 Schedule of Employer's Share of Net Pension Liability (Asset) and Employer Contributions
 Year Ended September 30, 2023

	Schedule of Employer's Share of Net Pension Liability (Asset)									
	PERSI - Base Plan									
	Last 10 - Fiscal Years									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Statutorily required contribution	\$ 5,571,933	\$ 4,680,653	\$ 3,929,693	\$ 3,734,052	\$ 3,514,771	\$ 3,375,966	\$ 2,827,648	\$ 2,475,578	\$ 2,717,964	\$ 2,560,496
Contributions in relation to the statutorily required contribution	5,664,471	4,851,076	4,487,967	4,134,783	3,669,576	3,228,459	3,001,437	2,796,909	2,682,620	2,461,739
Contribution (deficiency) excess	(92,538)	(170,423)	558,274	400,731	154,805	(147,507)	173,789	321,331	(35,344)	(98,758)
Employer's covered payroll	47,643,586	41,398,069	38,316,891	34,957,831	32,747,790	28,750,964	26,645,195	24,966,360	24,029,237	22,142,233
Contributions as a percentage of covered payroll	11.89%	11.72%	11.71%	11.83%	11.21%	11.23%	11.26%	11.20%	11.16%	11.12%

Data reported is measured as of September 30 of each year.

City of Meridian, Idaho

Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance With Final Budget
	Original	Final		
Revenues				
Taxes	\$ 45,556,044	\$ 45,556,044	\$ 45,983,863	\$ 427,819
Licenses and permits	9,263,994	9,263,994	11,038,830	1,774,836
Intergovernmental	17,521,587	31,594,642	18,456,373	(13,138,269)
Franchise fees	1,795,898	1,795,898	2,447,941	652,043
Fines and forfeitures	486,257	705,721	637,304	(68,417)
Charges for services	4,094,102	4,110,601	5,326,777	1,216,175
Impact revenues	6,845,351	6,845,351	9,633,342	2,787,991
Donations	900,000	920,845	107,775	(813,070)
Interest	445,102	445,102	3,294,149	2,849,047
Miscellaneous	11,236	11,236	89,608	78,372
Total revenues	86,919,571	101,249,434	97,015,962	(4,233,473)
Expenditures				
General government personnel costs	7,115,490	7,219,690	6,932,364	287,326
General government operating expense	7,761,420	21,160,957	5,792,864	15,368,093
Public safety				
Police personnel costs	25,030,256	25,038,269	24,926,889	111,380
Police operating expense	4,934,011	5,006,203	4,743,410	262,793
Fire personnel costs	16,622,414	16,862,961	16,265,754	597,207
Fire operating expense	3,184,022	3,345,759	3,241,734	104,025
Parks and recreation personnel costs	5,222,622	5,222,622	5,090,482	132,140
Parks and recreation operating expense	4,782,179	4,656,859	4,811,336	(154,477)
Community development personnel costs	4,877,309	4,877,309	3,738,899	1,138,410
Community development operating expense	4,005,999	4,070,463	3,149,364	921,099
Capital outlay				
General government	443,986	583,210	882,310	(299,100)
Public safety				
Police	6,084,781	5,124,599	2,612,736	2,511,863
Fire	11,110,934	9,384,005	9,460,860	(76,855)
Parks and recreation	20,923,737	14,476,153	9,083,498	5,392,655
Total expenditures	122,099,160	127,029,059	100,732,500	26,296,559
Excess (Deficiency) of Revenues over (Under) Expenditures	(35,179,589)	(25,779,625)	(3,716,538)	22,063,086

Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund
Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Other Financing Sources (Uses)				
Operating transfer in	3,752,253	3,752,253	3,680,928	(71,325)
Operating transfer out	(261,653)	(261,653)	(3,959,134)	(3,697,481)
Unrealized gain (loss) on investments	-	-	304,989	304,989
IT-subscription asset/liability	-	-	312,786	312,786
Gain on sale of capital assets	-	-	39,055	39,055
Total other financing sources (uses)	<u>3,490,600</u>	<u>3,490,600</u>	<u>378,624</u>	<u>(3,111,976)</u>
Excess (Deficiency) of Revenues				
Other Sources (Uses) over (Under)				
Expenditures	<u>(31,688,989)</u>	<u>(22,289,025)</u>	<u>(3,337,914)</u>	
Fund Balance, Beginning of Year	<u>58,977,688</u>	<u>56,126,011</u>	<u>90,556,566</u>	
Fund Balance, End of Year	<u>\$ 27,288,699</u>	<u>\$ 33,836,986</u>	<u>\$ 87,218,652</u>	

Note 1 - Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

Prior to September 1, the CFO, Department Directors, Mayor, and City Council prepare a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes proposed expenditures and the means of financing them.

Public hearings are conducted at City Hall to obtain taxpayer comments.

Prior to October 1, the budget is legally enacted through passage of an ordinance.

Budgets are not adopted on a basis consistent with generally accepted accounting principles (GAAP) for the general fund. Budgets for enterprise funds are not legally required but are adopted on a non-GAAP basis. All annual appropriations lapse at fiscal year-end. Revisions that alter the total expenditure appropriation of any fund must be approved by the City Council. State law does not allow fund expenditures to exceed fund appropriations. The budget presented in the report has been amended.

Formal budgetary integration is employed as a management control device during the year for all funds.

Note 2 - Budget Overages

The Budget to Actual-General Fund budget identified one department that overspent their operational expenses. The Parks Department overspent budgeted operational expenses by \$154,477 as a result of the City taking full operational management of Lakeview Golf Course.

The Budget to Actual General Fund budget identified two departments that overspent their capital budgets. The fire department overspent budgeted capital expenses by \$76,855 as a result of completing the construction of two fire stations. The General Government overspent budgeted capital expenses by \$299,100 as a result of the implementation of a new accounting standard, GASB Statement 96, *Subscription-Based Information Technology Arrangements*.



Other Information
September 30, 2023

City of Meridian, Idaho

City of Meridian, Idaho

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Capital Projects Fund
Year Ended September 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Interest	\$ -	\$ -	\$ 687,661	\$ 687,661
Total revenues	-	-	687,661	687,661
Expenditures				
General government capital outlay - Police	4,773,665	4,630,214	3,398,800	1,231,414
General government capital outlay - Fire	9,551,574	8,424,497	6,270,583	2,153,914
Parks and recreation capital outlay	24,076	24,076	-	24,076
Total expenditures	14,349,315	13,078,787	9,669,383	3,409,404
Excess (Deficiency) of revenues over (Under) Expenditures	(14,349,315)	(13,078,787)	(8,981,722)	4,097,065
Other Financing Sources (Uses)				
Operating transfer in	-	-	3,647,538	3,647,538
Unrealized gain (loss) on investments	-	-	70,293	70,293
Total other financing sources (uses)	-	-	3,717,831	3,717,831
Excess (Deficiency) of Revenues and Other Sources (Uses) over (Under) Expenditures	(14,349,315)	(13,078,787)	(5,263,891)	7,814,896
Fund Balance, Beginning of Year	7,018,211	1,987,511	18,275,513	
Fund Balance, End of Year	<u>\$ (7,331,104)</u>	<u>\$ (11,091,276)</u>	<u>\$ 13,011,622</u>	

City of Meridian, Idaho

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Enterprise Fund
Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Water sales	\$ 10,441,338	\$ 10,441,338	\$ 10,675,905	\$ 234,567
Sewer sales	18,806,615	18,806,615	19,479,698	673,083
Other service revenues	300,000	300,000	610,457	310,457
Sale of meters	633,198	633,198	626,592	(6,606)
Trash billing service	1,154,078	1,154,078	1,356,780	202,702
Engineering fees	380,000	380,000	296,700	(83,300)
Assessment revenue and cash donation:	17,431,494	17,783,545	20,990,845	3,207,300
Interest	562,286	562,286	3,857,400	3,295,114
Miscellaneous	-	-	5,330	5,330
Total revenues	49,709,009	50,061,060	57,899,707	7,838,647
Expenditures				
Administration personnel costs	5,669,817	5,669,817	5,344,376	325,441
Administration operating expenses	2,412,389	2,321,702	1,764,841	556,861
Water personnel costs	2,859,583	2,859,583	2,681,301	178,282
Water operating expenses	3,079,631	4,284,631	3,615,856	668,775
Wastewater personnel costs	5,389,154	4,389,154	4,185,227	203,927
Wastewater operating expenses	5,082,941	5,073,479	4,524,535	548,944
Capital outlay	58,775,053	52,668,650	19,338,439	33,330,211
Total expenditures	83,268,568	77,267,016	41,454,575	35,812,441
Excess (Deficiency) of Revenues over (Under) Expenditures	(33,559,559)	(27,205,956)	16,445,132	43,651,088
Other Financing Sources (Uses)				
Operating transfer out	(3,490,600)	(3,490,600)	(3,369,332)	121,268
Unrealized gain on investments	-	-	311,632	311,632
Loss on sale of capital assets	(26,993)	(26,993)	(7,931)	19,062
Total other financing sources (uses)	(3,517,593)	(3,517,593)	(3,065,631)	451,962
Excess (Deficiency) of Revenues and Other Sources (Uses) over (Under) Expenditures	(37,077,152)	(30,723,549)	13,379,501	
Fund Balance, Beginning of Year	59,119,710	60,694,963	96,742,066	
Fund Balance, End of Year	\$ 22,042,558	\$ 29,971,414	\$ 110,121,567	
Reconciling items for GAAP Basis Financials				
Deferred outflows			\$ 3,176,856	
Pension liability amount			(7,277,975)	
Accrued vacation			(634,945)	
Retainage payable			(311,038)	
Net invested in capital assets			380,534,734	
Settlement payable			(240,000)	
Net Position, GAAP Basis, End of Year			\$ 485,369,199	



Single Audit Section
September 30, 2023

City of Meridian, Idaho



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Mayor and Members of City Council
City of Meridian, Idaho
Meridian, Idaho

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the City of Meridian, Idaho (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements and have issued our report thereon dated March 5, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the typed name and date.

Boise, Idaho
March 5, 2024



Independent Auditor’s Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance Required by the Uniform Guidance

The Mayor and Members of the City Council
City of Meridian, Idaho
Meridian, Idaho

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Meridian, Idaho’s (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City’s major federal program for the year ended September 30, 2023. The City’s major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below we did identify a certain deficiency in internal control over compliance that we consider to be a material weakness.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-001 to be a material weakness.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in black ink that reads "Eric Sully LLP". The signature is written in a cursive, flowing style.

Boise, Idaho
March 5, 2024

City of Meridian, Idaho
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Entity Identifying Number	Expenditures	Passed- Through to Subrecipients
U.S. Department of Housing and Urban Development				
Community Development Block Grant Entitlement Grants Cluster				
Community Development Block Grants	14.218	N/A	\$ 410,000	\$ 255,021
COVID-19 - Community Development Block Grants	14.218	N/A	320,685	320,685
Total U.S. Department of Housing & Urban Development			730,685	575,706
U.S. Department of Health and Human Services				
<i>Passed through Idaho Office of Drug Policy</i>				
Strategic Prevention Framework	93.423	1H79SP080981-01	7,758	-
Total U.S. Department of Health and Human Services			7,758	-
U.S. Department of Transportation				
<i>Passed through the Idaho State Department of Transportation</i>				
Highway Safety Cluster				
State and Community Highway Safety	20.600	SPT2306	43,000	-
Total U.S. Department of Transportation			43,000	-
U.S. Department of the Treasury				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	824,671	250,000
COVID-19 - Coronavirus Relief Funds	21.019	N/A	10,749	-
Total U.S. Department of the Treasury			835,420	250,000
Total Federal Financial Assistance			\$ 1,616,863	\$ 825,706

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Meridian, Idaho (the City) under programs of the federal government for the year ended September 30, 2023. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or fund balance, or cash flows, as applicable, of the City.

Note 2 - Summary of Significant Accounting Policies

Expenditures are reported in the schedule are reported on the accrual basis of accounting, except for subrecipient expenditures, which are recorded on the cash basis. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect Cost Rate

The Organization does not draw for indirect administrative expenses and has not elected to use the 10% de minimus cost rate.

Section I – Summary of Auditor’s Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516 (a):	Yes

Identification of major programs:

Name of Federal Program	Federal Financial Assistance Listing
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027
Dollar threshold used to distinguish between type A and type B programs:	\$ 750,000
Auditee qualified as low-risk auditee?	No

Section II – Financial Statement Findings

None reported.

Section III – Federal Award Findings and Questioned Costs

**2023-001 U.S. Department of the Treasury
Federal Financial Assistance Listing 21.027
COVID-19 – Coronavirus State and Local Fiscal Recovery Funds
Procurement, Suspension, and Debarment
Material Weakness in Internal Control over Compliance**

Criteria: Non-federal entities other than states, including those operating federal programs as subrecipients of states, must follow the procurement standards set out at 2 CFR sections 200.318 through 200.326. They must use their own documented procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal statutes and the procurement requirements identified in 2 CFR Part 200.

Condition: We noted that while the City does have a purchasing policy, elements as required by Uniform Guidance are absent from the policy. In addition, elements that are required to be included in contracts with vendors who are paid using federal monies were missing from the contracts.

Cause: The City had not had single audits performed until recently as a result of the increase in funding due to the COVID-19 pandemic. Because of this, they had not updated their purchasing policy to be compliance with Uniform Guidance.

Effect: While our testing noted no instances of noncompliance, the absence of internal controls over compliance as it relates to having a Uniform Guidance compliant policy, could lead the City to enter into covered transactions that are not compliant with federal regulations.

Questioned Costs: None reported.

Context/Sampling: Sampling was not used to test the policy.

Repeat Finding from Prior Year(s): No

Recommendation: The City should review the applicable provisions of the CFR to ensure their written procurement policy is compliant with Uniform Guidance requirements.

Views of Responsible Officials: Management agrees with the finding.



March 5, 2024

To the Mayor and Members of the City Council
City of Meridian, Idaho
Meridian, Idaho

We have audited the financial statements of City of Meridian, Idaho (the City) as of and for the year ended September 30, 2023, and have issued our report thereon dated March 5, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated September 21, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the City complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the City's major federal program compliance, is to express an opinion on the compliance for the City's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the City's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 5, 2024. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated March 5, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the net pension liability and deferred inflows/outflows of resources related to the net pension liability are based on actuarial estimates provided by Milliman to PERSI and the Schedule of Employer Allocations and Collective Pension Amounts provided by PERSI. This schedule was audited by independent auditors. We evaluated the key factors and assumptions used to develop the net pension liability and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The disclosure of net pension liability, in Note 9, as this footnote supports the assumptions made and inputs used to determine the employer pension assumption.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify and circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated March 5, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Matters

The financial statements include the financial statements of Meridian Development Corporation (MDC), which we considered to be a significant component of the financial statements of the City. Consistent with the audit of the City's financial statements as a whole, our audit included obtaining an understanding of MDC and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of MDC and completion of further audit procedures.

This report is intended solely for the information and use of the Mayor, City Council, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Boise, Idaho



AGENDA ITEM

ITEM TOPIC: Neighborhood Grants Program: Fiscal Year 2023 Project Close Out and Fiscal Year 2024 Project Recommendations



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Jacob Cluff **Meeting Date:** March 26, 2024
Presenter: Jacob Cluff **Estimated Time:** 15 mins
Topic: Neighborhood Grants Program FY 2024

Recommended Council Action:

Approve recommendations for allocation of FY2024 budgeted funds for top-scoring Neighborhood Grant applications.

Background:

The City Council allocated \$50,000 in the FY2024 budget for the Neighborhood Grants Program (NGP), with the intent to expand citizen input into developing projects that highlight neighborhood identity and pride and further Meridian’s vision to be a premier community in which to live, work and raise a family. The program’s goals seek to create opportunities for long-term civic engagement by community members, build stronger relationships between elected officials, city staff, the community, and other agencies, and inspire projects that leave lasting impacts across Meridian’s community.

The Neighborhood Grant Program Started in May of 2021 and is entering its third year. The program receives applications from various individuals, businesses, non-profits, homeowners’ associations, and service groups. During the FY24 application process, the City received seven (7) applications, with five (5) of the Seven (7) applications meeting the minimum requirements to be considered. Staff followed up with all interested applicants to ensure correct and complete information was provided with the submissions.

Applications were scored individually by a panel consisting of City Council members as defined during program development and roll-out. The scoring matrix allocated points across six categories, including project description, the inclusion of volunteer assistance to execute, timeline efficacy, project impact, project budget, and outside recommendations or support.

Below is a table depicting the type of project, the group who submitted the request, a summary, and the estimated cost of each. The projects requested nearly \$45,000, with an average funding request of approximately \$9,000.

Funding Request

Proj No.	Project Type	Requestor	Group	Brief Summary	Funding Request
2024-01	Tree and planet	Vineyard HOA	Vineyard HOA	Tree Management and Removal	\$7,000.00
2024-02	Common Area	Vineyard HOA	Vineyard HOA	Common Area Management	\$7,624.00

2024-03	Books	Meridian Library Foundation	Meridian Library Foundation	Books for the Meridian Library District	\$10,000.00
2024-04	Memorial	David's Hope	David's Hope	Memorial in Meridian Cemetery Remembering Pregnancy and Infant Loss	\$10,000.00
2024-05	Park Improvement	Meridian Senior Center	Meridian Senior Center	Seating and picnic improvements in Kleiner Park	\$10,039.97

Project Scoring

Proj No.	Project Type	Requestor	Group	Brief Summary	Average Score	Scoring Total
2024-01	Tree and planet	Vineyard HOA	Vineyard HOA	Tree Management and Removal	68.75	275
2024-02	Common Area	Vineyard HOA	Vineyard HOA	Common Area Management	68.75	275
2024-03	Books	Meridian Library Foundation	Meridian Library Foundation	Books for the Meridian Library District	90.00	360
2024-04	Memorial	David's Hope	David's Hope	Memorial in Meridian Cemetery Remembering Pregnancy and Infant Loss	83.75	335
2024-05	Park Improvement	Meridian Senior Center	Meridian Senior Center	Seating and picnic improvements in Kleiner Park	87.50	350

Discussion:

The NGP is based on applications received, the program goals, and the scoring results. The Council should consider the best funding allocation.

This program is in its third year, and changes and adjustments will continue to be made to ensure the program is as efficient as possible in future years. These will include streamlining the scoring process and continuing to market and uniquely engage the City of Meridian residents.

Recommendation:

Staff recommends award of funds to the top three scored projects, as listed in the scoring table below. This recommendation is based on a few factors discussed below the scoring table.

Proj No.	Project Type	Requestor	Group	Brief Summary	Funding Request	Average Score	Scoring Total
2024-03	Books	Meridian Library Foundation	Meridian Library Foundation	Books for the Meridian Library District	\$10,000.00	90	360
2024-05	Park Improvement	Meridian Senior Center	Meridian Senior Center	Seating and picnic improvements in Kleiner Park	\$10,039.97	87.5	350
2024-04	Memorial	David's Hope	David's Hope	Memorial in Meridian Cemetery Remembering Pregnancy and Infant Loss	\$10,000.00	83.75	335

The projects are ranked using average points based on the scoring criteria. Additionally, each of the three recommended projects has some element of agency partnership, whether with the City

or non-profit. This will aid in project execution. Based on the applications and discussions with leadership and management, the three projects are manageable from a resourcing and project management perspective.

As a note, the Vineyard HOA projects were placed fourth and fifth in the evaluation. These two projects scored significantly lower when looking at all applications. Additionally, due to the Vineyard HOA projects requesting funding for improvements on portions of private property, staff does not recommend funding these projects.

The total funding of the top three projects is \$30,039.97, which is \$19,960.03 less than the budgeted program allocation. While funds remain in this program year, staff feel the three recommended projects will serve the community well and recommend that these three projects move forward in the contract process.

<end>



AGENDA ITEM

ITEM TOPIC: Public Hearing for Community Input on Meridian's Community Development Block Grant Program Action Plan



Mayor Robert E. Simison

City Council Members:

Joe Borton, President
Liz Strader, Vice President
Doug Taylor
John Overton
Anne Little Roberts
Luke Cavener

March 19, 2024

MEMORANDUM

FROM: Crystal Campbell, Community Development Program Coordinator
To: Mayor Robert Simison and City Council
RE: Community Input on Meridian's CDBG Program Action Plan Requested

1. Introduction and Background

Meridian's CDBG Program will be providing multiple opportunities for community members to participate in the planning process for the upcoming Action Plan. Staff is seeking public input on the need and accessibility of services to residents who are at or below 80% of the AMI. Our goal is to ensure that the Consolidated Plan stays relevant and that we continue to meet the needs of the community.

We encourage community members to provide feedback on the community's needs and potential partnerships for services available to Meridian residents. We believe that this input is critical to the success of Meridian's CDBG Program and the well-being of our community.

2. Next Steps

The public comment period is open from March 15 to April 7 with a public hearing on March 26 during the Council workshop. We would also like to invite the community to visit staff at City Hall on April 2 for an open house or at the Do the Right Fair on April 4. Staff will be available to answer questions about Meridian's CDBG Program including current partnerships and services that are accessible to community members.

Feedback can be provided by any of the following methods:

- In-person at the public hearing on March 26.
- In-person on April 2 from 4 pm to 6 pm for an open house located at City Hall.
- In-person on April 4 from 5:30 pm to 7:30 pm at the Do the Right Fair located at Meridian Middle School.
- By contacting Crystal Campbell at ccampbell@meridiancity.org or (208) 489-0575.
- By completing the online questionnaire located at: <https://forms.office.com/g/hmmD2wtuPL> or by scanning the QR code.





Mayor Robert E. Simison

City Council Members:

Joe Borton, President
Liz Strader, Vice President
Doug Taylor
John Overton
Anne Little Roberts
Luke Cavener

3. Council Action

Staff is asking Council to provide feedback on the direction of the upcoming action plan and facilitate the public hearing on March 26.

4. Timeline

The timeline below outlines the major milestones for the Housing and Public Service Applications:

March 15:	Public Comment Period Open
March 26:	Public Hearing
April 1:	Applications Open
April 2:	Open House
April 4:	Staff Available at Do the Right Fair
April 16:	Application Workshop
April 30:	Application Closes





CDBG Program



SCAN QR CODE OR GO TO:
[HTTPS://FORMS.OFFICE.COM/G/HMMD2WTUPL](https://forms.office.com/G/HMMD2WTUPL)
TO PROVIDE FEEDBACK

SERVICES FOR MERIDIAN RESIDENTS

PROVIDE INPUT ON POTENTIAL PARTNERSHIPS!

Who: Meridian Residents

When: April 2, 2024, 4 pm to 6 pm

Where: Meridian City Hall

Why: Gather information about Meridian's CDBG Program and provide feedback.

An application for local non-profits to apply for funding to administer services to Meridian residents will be open April 1-30. Join us to offer feedback on potential partnerships. For more information contact Crystal Campbell at ccampbell@meridianscity.org or (208)489-0575.

THE CITY OF MERIDIAN RECEIVES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ANNUALLY FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).